

# **DIRECT AWARD PUBLIC SERVICE CONTRACT**

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

## **Schedules**

Version 1.0  
Execution Version – November 2024

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## **SCHEDULE 1: NETWORK DESCRIPTION**

**1.1 General Description of the Network**

- 1.1.1 The Network consists of the Services operating on the Routes listed in Annex A to Schedule 2: Service Specification.
- 1.1.2 The Route Stops and operating times for the Services are set out in Annex A to Schedule 2.
- 1.1.3 Network Buses are buses to be used by the Operator in the provision of the Services.
- 1.1.4 The specification for Network Buses is set out in Schedule 3: Network Bus Specification.
- 1.1.5 Services operate throughout Ireland. A variety of bus service types operate such as:
- (a) Urban bus Services in the regional cities of Cork, Limerick and Galway cities as well as several regional towns;
  - (b) Commuter bus Services from the hinterland of Dublin, and the regional cities;
  - (c) Stage carriage bus Services linking communities from primarily rural areas with urban areas and/or other centres of population.
- 1.1.6 The Operator is responsible for seeking formal approval of the relevant local authority or landowner for the use of any new Stop not currently being used by the Operator 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.
- 1.1.7 Bus Stops are generally marked by a pole and/or a shelter. Certain Bus Stops have been designed to facilitate access to the Services by the mobility and visually impaired. Certain Bus Stops are fitted with shelters. Travel information panels are mounted on certain poles and shelters. In addition, there are commercial advertising panels on most shelters.
- 1.1.8 The Authority or the Operator as its agent is responsible for the maintenance of Stop infrastructure and Stop customer information at all Stops and shelters used by the Services.
- 1.1.9 The Routes are served by a variety of bus types, as specified in Schedule 3: Network Bus Specifications.
- 1.1.10 Certain bus tickets are sold on board Network Buses. TFI Leap Card and certain other pre-paid tickets are available online and at various sales points throughout Ireland. There are Smart Card Validators (SCVs) on the Network Buses, as set out in Schedule 8: Ticketing and Fares Revenue, to validate TFI Leap Card and PSC Passes.
- 1.1.11 It is the responsibility of the Operator to provide, operate and maintain all Network Assets, as set out in Schedule 3: Network Bus Specification and Schedule 11: Operation and Maintenance of Network Assets.
- 1.1.12 The Network has a series of central Control Rooms currently located in Dublin, Cork, Galway, Waterford and Limerick. It is the responsibility of the Operator to fully maintain their central Control Rooms at all times as agreed with the Authority, as well as all systems associated with operating it to the service performance levels required by this Agreement.

1.1.13 The following are the main electronic control and communications systems that shall be used by the Operator in operating the Services:

(a) Ticketing Equipment, consisting of

- (i) Driver TGX Console, Smart Card Validators and associated software; and
- (ii) Any other equipment, including communications equipment and computer hardware and software required by the Operator, to ensure efficient and secure operation of the Ticketing Equipment and to ensure that ticketing data is provided in a timely manner and in the format required by the Authority

(b) AVL System, consisting of AVL Equipment and associated software; and

- (iv) Any other communications equipment and computer hardware and software required by the Operator, to ensure AVL data is provided in a timely manner and in the format required for use by

(1) the central Control Room

(2) Passenger information display systems

(3) the AVL Data Management System and the Performance Monitoring System

(4) Traffic signal bus priority systems (where present)

(c) systems for the transmission of voice and data; and

(d) Closed Circuit Television (CCTV) monitoring and recording system.

1.1.14 It is intended to replace the current AVL System, provided by the Operator, with a new system (the "Next Generation AVL System"), which is anticipated to be introduced during the lifetime of this Agreement. Refer to Schedule 31 – Authority Systems Data and Processes.

1.1.15 It is intended to replace the current Ticketing Equipment, provided by the Operator, with a new system (the "Next Generation Ticketing Equipment"), which is anticipated to be introduced during the lifetime of this Agreement. Refer to Schedule 31 – Authority Systems Data and Processes.

## **1.2 BusConnects, Connecting Ireland, Towns Services, Metrolink and DART+**

1.2.1 BusConnects is the Authority's programme to improve bus services in Irish cities (Dublin, Cork, Limerick, Galway and Waterford). BusConnects comprises a series of public transportation programmes within the major cities of Ireland, including the phased redesign of the bus networks, the provision of Core Bus Corridors (CBCs), improvements to various elements of physical infrastructure relating to bus routes and bus stops. All of these measures are intended to improve bus network journey times, capacity, punctuality and reliability performance as well as the introduction of new ticketing systems and fare structures. It is anticipated that the construction of certain CBCs and new bus stops will commence during the lifetime of this Agreement, and as such this work may impact on the operation of Services under this Agreement, where short localised disruptions may be required to facilitate certain construction work activities.

- 1.2.2 The Authority will continue to develop and implement the Connecting Ireland and Regional Town bus service programmes in order to improve accessibility for all in rural Ireland, as well as provincial towns, as and when required, and/or as appropriate funding becomes available.
- 1.2.3 The Authority will continue to develop and implement the Active Travel, Safe Routes to School and other such initiatives for sustainable and active mobility throughout Ireland as and when appropriate funding becomes available. It is anticipated that the construction of certain aspects of these initiatives during the lifetime of this Agreement may have some minor impacts on the operation of Services under this Agreement, where short localised disruptions may be required to facilitate certain construction works.
- 1.2.4 The Metrolink project, which is under development, will be a new metro line linking the north of Swords, Swords, Dublin Airport, Ballymun and Glasnevin areas to the Dublin city centre and Charlemont south of the city centre. The *DART+ Programme*, which is under development, will extend the electrified train network across the Dublin region, including the Maynooth and Kildare Lines, and introduce more frequent train services across all of the lines into Dublin City Centre. The Dublin Luas network is also under review. Construction works associated with these aforementioned projects may potentially impact on the operation of Services envisaged by this Agreement at a local and/or regional level.
- 1.2.5 The implementation of certain aspects of the BusConnects, Connecting Ireland and/or Town service programmes, and/or any material Service disruptions in relation to any other of the Authority's programmes noted, and/or any future similar programmes, may potentially result in Variations to the operation of this Agreement.
- 1.2.6 The mechanism for notifying and administering any and/all such Variations is set out in Schedule 23.
- 1.3 Bus Priority, Traffic Signals and Junctions**
- 1.3.1 The Network passes through the administrative area of numerous local authorities. Each local authority is responsible for the provision and maintenance of traffic signals and bus priority infrastructure within its administrative area, and for the approval of new Stops for the Services.
- 1.3.2 Bus priority is currently provided along sections of roads over which the Services operate.
- 1.3.3 The AVL System currently provides the traffic signal system with data to facilitate a level of priority to Network Buses at certain signal-controlled road junctions. The Operator is responsible for engaging with relevant Local Authorities to ensure the appropriate AVL data is provided. Once NGAVL is operational, the NTA shall be responsible for engaging with relevant local authorities to ensure the appropriate data is provided.

## **SCHEDULE 2: SERVICE SPECIFICATION**

## 2.1 Routes and Stops

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

## 2.2 Hours of Service, Headways and Departure Times

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

## 2.3 Running Times and Layover Times

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

## 2.4 Timetable

- 2.4.1 The Operator shall prepare a Timetable for each Route, which meets the Service Specification requirements set out in Annex A to this Schedule 2 as a minimum, as follows:
- (a) Monday to Friday (excluding public holidays);
  - (b) Saturday, where applicable;
  - (c) Sundays and Public Holidays, where applicable.
- 2.4.2 The Timetable shall show, for each Trip, the scheduled Departure Time from the Originating Stop, scheduled Departure Times from each intermediate Stop that is a passenger pick up point and scheduled Arrival Time at each intermediate Stop that is a passenger set down point only, as set out in Annex A to this Schedule 2, and scheduled arrival time at the Terminating Stop.
- 2.4.3 Where an Operator proposes to operate a different Timetable on a Route for a specific period, the Operator shall include that Timetable and the dates during which it would apply in a TAR/OVN for approval.
- 2.4.4 For High Frequency Routes, the scheduled departure time from each Stop shall be specified to ensure, in as far as is reasonably practicable, that an even separation between subsequent Trips is maintained at all Stops along that Route.
- 2.4.5 The approved Timetable shall be included in Annex B of this Schedule 2.
- 2.4.6 The Operator shall provide Planned Schedule Data, which is consistent with the Timetable, in the format specified in the format specified in Schedule 31: Authority Systems, Data and Processes.
- 2.4.7 The Operator shall operate the Services in accordance with the Timetable throughout the Contract Period.
- 2.4.8 Either party may propose an alteration to a Timetable (including alterations requiring a Variation to Service Specification). The Operator shall then prepare and submit a Timetable Alteration Request, using the form set out in Annex E to this Schedule 2, accompanied by a completed timetable template in the spreadsheet format provided set out in Annex A to this Schedule 2, to the Authority for approval at least 60 Business Days in advance of proposed implementation, or exceptionally a shorter timescale, when such alteration will not require updates to Timetable information displayed at stops or with the prior agreement of the Authority.
- 2.4.9 The Authority may approve or reject the proposed Timetable alteration, or it may require modifications to the proposed Timetable alteration, which should be submitted to the Authority within 10 Business Days of the Authority decision, or it may require resubmission or alterations as part of a request for a Variation to Service Specification in accordance with Schedule 23 (Variations).
- 2.4.10 Where the Operator has not implemented Timetables that meet the requirements of paragraphs 2.4.1 to 2.4.9 for more than six months after an Authority request or Variation Notice, the Authority reserves the right to remove that Route from this Agreement and competitively tender a separate contract for the provision of services on that Route.
- 2.4.11 Where Timetable changes would require updates to Timetable information displayed at Stops the Operator shall provide preliminary Planned Schedule Data, which is consistent with the proposed alteration to the Timetable, for the preparation and publication of on-street Stop-specific Timetable information at least 30 Business Days in advance of proposed implementation, or exceptionally a



shorter or longer timescale, depending on the scale of change proposed, with the prior agreement of the Authority.

- 2.4.12 Except in exceptional circumstances, and by prior agreement with the Authority, the Operator may not submit more than 2 proposed alterations to a Timetable on a Route in any 12 month period, where these changes would require updates to information displayed at Stops. The Authority shall supply annually the scheduled dates in the next Contract Year when such changes may be implemented.

## **2.5 Timing Points**

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

## **2.6 Changes to Services**

- 2.6.1 The Operator may request, or the Authority may require, changes to the Service Specification. These may include, but may not be limited to, changes to:

- (a) Routes;
- (b) Stop locations;
- (c) Stop names;
- (d) Service frequencies;
- (e) Hours of operation.

- 2.6.2 Any changes of the type set out in 2.6.1 (a) to 2.6.1 (e) constitute Variations. The mechanism for Variations is set out in Schedule 23.

- 2.6.3 Any proposed service changes by the Operator further to paragraph 2.6.1 above shall follow the process outlined in paragraphs 2.4.7 to 2.4.12 of this Schedule 2. The Operator shall provide the following information in its submission for each Stop, or proposed Stop:

- (a) Existing location and/or proposed location (accuracy within 3 metres);
- (b) Existing name(s) and/or proposed name(s);
- (c) Existing bus services stopping (and/or services proposed to stop) at Stop, including services operated by other operators where relevant.

- 2.6.4 Any proposed service changes by the Authority further to paragraph 2.6.1 above shall be submitted by way of Authority Variation Notice as set out in Schedule 23. The Operator shall submit an Operator Variation Response as set out in Schedule 23, and where such service changes require a Timetable Alteration, the Operator shall also provide a Timetable Alteration Request as set out in Annex E to Schedule 2.

- 2.6.5 The Operator may also propose temporary changes, removals or additions to Stop names or locations as required, taking into account roadworks or other incidents that are likely to result in a requirement to divert Services or remove or relocate Stops for a limited time period.

- 2.6.6 Any proposed service changes of the type set out in paragraph 2.6.5 above shall be submitted to the Authority within 5 Business Days of the date of the Operator first being notified or becoming aware of the requirement to divert Services or change Stops, or if previously notified or aware of the

requirement, at least 30 Business Days in advance of implementation. The submission shall follow the process outlined in paragraph 2.6.3 to 2.6.6 above, or exceptionally a shorter or longer timescale, depending on the scale of change proposed, with the prior agreement of the Authority.

- 2.6.7 In the event of approval by the Authority of service changes as part of a Variation or for any other reason, the Operator shall provide the Authority, with:
- (a) a new Timetable in the format specified in Annex A of Schedule 2 for inclusion in Annex B of this Schedule 2, at least 20 Business Days in advance of Timetable implementation, or exceptionally a shorter time period where agreed with the Authority;
  - (b) Planned Schedule Data incorporating the new Timetable, in the format specified in Schedule 31: Authority Systems, Data and Processes at least 10 Business Days in advance of Timetable implementation or exceptionally a shorter time period where agreed with the Authority;
  - (c) Where Timetable changes would require updates to information displayed at Stops preliminary Planned Schedule Data incorporating the new Timetable for the preparation and publication of Timetable information displayed at Stops at least 30 Business Days in advance of proposed implementation, or exceptionally a shorter timescale, with the prior agreement of the Authority.
- 2.6.8 Following implementation of the service change, a Timetable Alteration Notice in the format specified in Schedule 2 Annex E shall be submitted to the Authority no later than 5 Business Days after Timetable implementation.

## **2.7 Driver Resource and Schedule**

- 2.7.1 The Operator shall prepare and maintain Annex 2A3 (Driver Resource and Schedule) to this Schedule 2, outlining the Peak Vehicle Requirement, Scheduled Service Kilometres and drivers' duties and driver full time equivalents for each Route to be operated under the Agreement, required to operate the Services. Annex 2A3 shall be updated annually and submitted to the Authority within 20 Business Days of the Review Date.

## **2.8 Authority Collaboration Portal**

- 2.8.1 At some point early in the Contract term, the Authority intends to introduce a cloud-based system for the management of Service Changes, up to and including the submission of Planned Schedule Data (the "Collaboration Portal"). Upon its implementation, the Collaboration Portal shall be used by both parties to raise proposed Service Changes and shall be used by the Authority to verify that data contained within submitted Planned Scheduled Data is consistent with the approved Timetable for each Route. The Authority shall provide sufficient training to the Operator in the operation of the Collaboration Portal prior to implementation.

## **Annex A: Schedule Specification**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 2 - Service Specification](#)

### **2A1: Journey Pattern Summary and Inter-Stop Distances**

Refer to the SharePoint location above for this file.

### **2A2: Service Specification Outline**

Refer to the SharePoint location above for this file.

### **2A3: Driver Resource and Schedule**

Refer to the SharePoint location above for this file.

### **2A4: Guaranteed Connection Points**

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

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

Refer to the SharePoint location above for this file.

**Annex B: Timetables**

Refer to the SharePoint location above for this file.

**Annex C: Network Bus Layover Locations**

Refer to the SharePoint location above for this file.

**Annex D: Timetable Alteration Request Form**

Refer to the SharePoint location above for this file.

**Annex E: Timetable Alteration Notice Form**

Refer to the SharePoint location above for this file.

**Annex F: Bus Éireann VDV active as of 29<sup>th</sup> September 2024**

Refer to the SharePoint location above for this file.

**Annex G: Schedule of Bus Éireann routes active as of 29<sup>th</sup> September 2024**

Refer to the SharePoint location above for this file.

**SCHEDULE 3: NETWORK BUS SPECIFICATION**

### 3.1 Network Bus Specifications

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

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

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

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

## 3.2 Variations to Network Bus Specifications

3.2.1 The Operator may request, or the Authority may require, variations to the Network Bus specifications. These may include, but may not be limited to variations to:

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

The mechanism for Variations is set out in Schedule 23.

## 3.3 Operation of Network Buses

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

3.3.2 The Operator shall operate and maintain Network Buses in a good condition, and in accordance with the requirements set out in Schedule 11: Operation and Maintenance of Network Assets and in accordance with Clause 10: Network Licence of the Agreement.

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

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

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

- (a) The reasons for the anticipated inability to provide the service(s) with the Authority Network Buses;
- (b) Which service(s) are affected, and the dates when it is anticipated they will be affected;
- (c) The Network Buses or associated equipment, required to operate the service(s);

(d) Proposed remedial actions, which may include:

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

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

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

3.3.7 For the avoidance of doubt, the Operator shall be permitted to use the Network Buses for training purposes in relation to the Services.

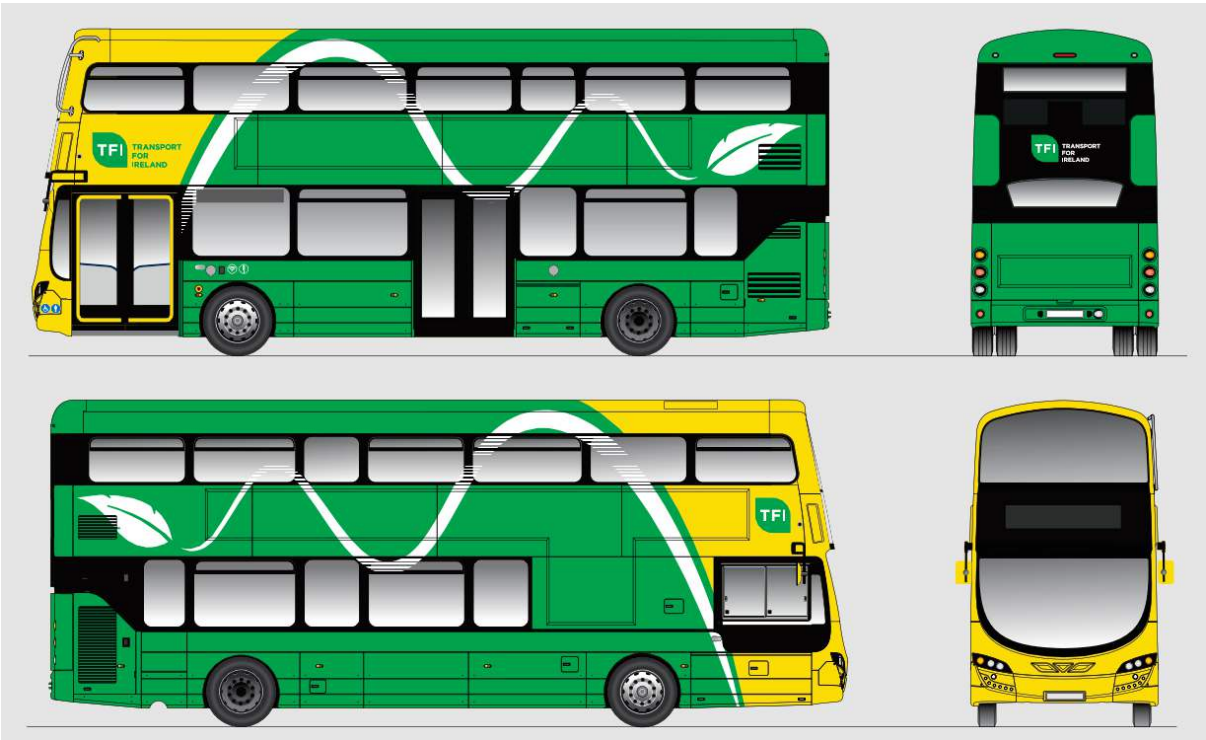


**Annex A: Route specific Network Bus requirements**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 3 - Network Bus Specification](#)

**Annex B: Network Bus Livery Requirements**  
Indicative Only



### **Annex C: Network Bus Signage Requirements**

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

## **SCHEDULE 4: OPERATING PLAN**

## 4.1 Operating Plan

- 4.1.1 The Operator shall submit a draft Operating Plan for the Contract Period, for Authority approval by the dates outlined in Schedule 24.
- 4.1.2 The Operating Plan shall include all procedures necessary to:
- (a) operate the Network and Network Assets in a safe and efficient manner;
  - (b) manage the interface between bus operations and works on or near the Network or Network Assets;
  - (c) manage the interface with other public transport operators, particularly at shared Stops and interchange points;
  - (d) manage the interface between bus operations and areas of local authority responsibility such as road traffic and traffic signals;
  - (e) recover bus operations in the event of incidents, accidents, service disruptions and technical failures.
- 4.1.3 The Operating Plan shall incorporate the:
- (a) Organisational Plan as referenced in paragraph 4.2 below;
  - (b) Operational Supervision and Control Strategy Plan as referenced in paragraph 4.3 below;
  - (c) Safety Management Plan as referenced in Schedule 6;
  - (d) Emergency Management Plan as referenced in Schedule 6 and paragraph 4.11 below;
  - (e) Severe Weather Management Plan as referenced in paragraph 4.8 below;
  - (f) Security Management Plan as referenced in paragraph 4.9 below;
  - (g) Environmental Management Plan as referenced in paragraph 4.7 below;
  - (h) Quality Management Plan as referenced in Schedule 16 and paragraph 4.10 below;
  - (i) Customer Service Policy as referenced in Schedule 13 and paragraph 4.4 below;
  - (j) Revenue Protection Plan as referenced in Schedules 10 and paragraph 4.6 below;
  - (k) Training Plan as referenced in paragraph 4.13 below;
  - (l) first Annual Communications and Public Relations Plan as referenced in Schedule 15;
  - (m) Maintenance Strategy Plan as referenced in Schedule 11 and paragraph 4.5 below;
  - (n) Cost efficiency plan as referenced in paragraph 4.12 below;
  - (o) any other systems and plans required by the Agreement.
- 4.1.4 The Authority shall review the draft Operating Plan and shall provide comments (if any) to the Operator within 20 Business Days of receipt of the drafts.
- 4.1.5 The Operator shall incorporate such comments in the Operating Plan and shall resubmit the Operating Plan for Approval within 10 Business Days of its receipt of the Authority's comments.
- 4.1.6 The Authority shall not unreasonably withhold or delay its Approval of the Operating Plan.
- 4.1.7 Upon the draft Operating Plan being approved by the Authority, it shall be the "Operating Plan" for the purposes of this Agreement and the Operator shall comply with it.

- 4.1.8 The Operator shall implement the Operating Plan throughout the Contract Period. The Authority (acting reasonably) may require or Parties may agree amendments to the Operating Plan from time to time.
- 4.1.9 Once approved, any subsequent changes to the plans shall only be made following consultation with, and approval of, the Authority.
- 4.1.10 The Operator shall submit any draft revision to the Operating Plan to the Authority for approval, as required, taking into account:
- (a) Operator requirements;
  - (b) the experiences of passengers as revealed by customer satisfaction surveys, focus groups, passenger complaints and comments and any other information source that provides information on the experience of passengers;
  - (c) the requirements of the Authority.
- 4.1.11 The Authority shall approve or give comments on the draft revised Operating Plan within 20 Business Days of its receipt of the draft. Upon approval the draft revised Operating Plan shall become the Operating Plan.
- 4.1.12 The Operator shall provide to the Authority, no later than 4 weeks prior to the Expiry Date, an electronic copy of the Operating Plan to be in force on the Expiry Date.

## **4.2 Organisational Plan**

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

## **4.3 Operational Supervision and Control Plan**

- 4.3.1 The Operator shall submit an Operational Supervision and Control Strategy Plan that sets out the strategy, policies and practices proposed to manage operations, including in a live Control Room environment, to
- (a) ensure that Services operate in a reliable and punctual manner and meet the reliability and punctuality and headway-based service Performance Standards; and

- (b) manage the Services during periods of traffic congestion, disruptions to the Services, including Service Interruptions.

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

- Control Room practices;
- Route strategies and actions plans;
- Planning measures to improve performance;
- Matching capacity to demand;
- Analysis of AVL data;
- Analysis of customer comments on operational performance;
- Operation of first and last buses;
- Guaranteed connections;
- Traffic management system and city operations;
- Procedures for the removal of obstructions (including broken down Network Buses) from the Network;
- Incidents – key responses to major incidents and other incident management;
- EWT and headway management for High-Frequency routes;
- Punctuality and on-time management for Low-Frequency routes;
- Measures for ensuring schedules are kept up to date to match running times and the changing environment.

#### **4.4 Customer Service Policy**

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

- Access for customers with disabilities or special needs, or with reduced mobility;
- Handling of customer queries, comments and complaints referred to the Operator by the Authority's Consolidated Contact Centre;
- Lost property and onward transmission to Consolidated Contact Centre;
- Handling and recording of customer queries, comments and complaints received directly by the Operator, and referral to Consolidated Contact Centre;
- Training and monitoring of Bus Drivers, Revenue Protection Officers and other customer facing staff in their interactions with customers and providing customer support as required.

- 4.4.2 The Customer Service Policy shall set out the service levels that the Operator intends to achieve in relation to the matters set out in paragraph 4.4.1 of this Schedule.
- 4.4.3 The Customer Service Policy shall include policies for dealing with children that comply with Children First: National Guidance for the Protection and Welfare of Children, 2011.

#### **4.5 Maintenance Strategy Plan**

- 4.5.1 The Operator shall submit a Network Asset Maintenance Strategy Plan (the "Maintenance Strategy Plan") that describes the strategy, and system and procedures to be implemented by the Operator in carrying out maintenance activities during the Contract Period.
- 4.5.2 The Maintenance Strategy Plan shall include at a minimum the strategy, systems, regimes and procedures to be implemented in connection with:
- (a) the carrying out of routine maintenance activities (to include the frequency of planned regimes);
  - (b) the carrying out of corrective maintenance activities;
  - (c) the carrying out of warranty repairs;
  - (d) arrangements to ensure the provision of maintenance parts and equipment (including but not limited to spare parts, tools, special tools and support vehicles);
  - (e) arrangements for the establishment and upkeep of the Maintenance Management System;
  - (f) arrangements for assurance and audit of the maintenance activities;
  - (g) Operator key performance indicators to be adopted, monitoring and reporting of same;
  - (h) contingency measures for the rectification and restoration of Network Assets in accordance with paragraph 11.1 of Schedule 11.

#### **4.6 Revenue Protection Plan**

- 4.6.1 The Operator shall submit a Revenue Protection Plan that sets out the revenue protection measures to be implemented on the Network. The Plan shall include but not be limited to the following:
- (a) details of the organisational structure and staffing of the revenue protection unit to include the number of Revenue Protection Officers, expressed as full time equivalents ("FTE") to be deployed on the Network;
  - (b) analyses of revenue protection/fare evasion risks on the Network and mitigation measures;
  - (c) strategy for deployment of RPO's and the number of tickets checked per passenger journey expressed as a percentage;
  - (d) proposals for making customers aware of revenue protection measures in place and not having a valid ticket; and
  - (e) measures for maximising the number of Standard Fares paid.



## 4.7 Environmental Management Plan

4.7.1 The Operator shall submit an Environmental Management Plan, which shall detail the approach to and persons or entities responsible for environmental management for the duration of the Agreement under the following headings:

- (a) environmental policy – Provide details of the Operator’s Environmental Policy;
- (b) environmental aspects and impacts – Provide details of all operations related to the Services and their environmental aspects and impacts including, but not limited to: (i) Bus and other vehicle operations, (ii) management of fuel storage, delivery and dispensing of fuel, (iii) bus and other vehicle washing, (iv) management of surface water runoff from all depots and other storage and parking areas and (v) waste generation and management;
- (c) resources, roles, responsibility and authority – Provide details of department(s) and identify key individuals with environmental responsibility and authority. Provide an organogram showing the reporting structure;
- (d) competence, training and awareness – Provide details of (i) competencies of staff with environmental responsibilities including experience, training and qualifications and (ii) awareness training for all relevant staff. Provide details of how staff with environmental responsibility will keep up to date with environmental legislation and directives and ongoing legislative developments;
- (e) communications – Identify how the company’s environmental policy is communicated both internally to staff and externally to key stakeholders and the wider public;
- (f) documentation and control of records – Provide details of the document management system that will be employed in relation to all environmental matters;
- (g) monitoring and measurement – The Operator shall monitor and measure (a) all bus and vehicle emissions and air quality and dust levels in depots and other parking areas, (b) surface water runoff from depots and wash areas, (c) waste generation, (d) impacts on local ecology required under environmental and water quality legislations. The Operator shall develop environmental KPI’s and details of performance against these targets shall be provided to the Authority upon request;
- (h) environmental risk register – Provide details of Risk Management and how environmental risks are identified, assessed, managed and mitigated. The risk register shall be reviewed and updated on a quarterly basis;
- (i) corrective and preventative actions – identify what procedures are in place for identification of non-conformances and how corrective and preventative actions and procedures are implemented;
- (j) environmental complaints handling – identify how they are managed, actioned and closed-out;
- (k) environmental auditing and performance – provide details, internal or external auditing, frequency of auditing. How adverse findings are managed and actioned. How KPI’s are set and monitored;
- (l) noise and vibration management – Provide details of noise management and monitoring procedures at all depots and other parking areas; and

- (m) waste management – provide details of waste generation, management, segregation and sorting and disposal for general waste, hazardous waste (fuel, contaminated fuel kits), batteries and WEE components etc. Provide details of licensing and permitting requirements. The Operator shall maintain records of all waste disposed – type of waste, volume/weight for disposal and recycling, disposal location and details of permits if required.

#### **4.8 Severe Weather Management Plan**

- 4.8.1 The Operator shall submit a Severe Weather Management Plan that sets out its pre-determined actions to providing a response to severe weather events occurring on the Network.
- 4.8.2 All personnel designated to carry out specific responsibilities under the Severe Weather Management Plan are expected to know and understand the policies and procedures outlined in the Severe Weather Management Plan. The response to any severe weather event shall always be conducted within the framework of this plan.
- 4.8.3 The Severe Weather Management Plan shall focus on actions to be taken by the Operator by way of appropriate response to a severe weather event that has the potential to seriously disrupt the Services and damage public confidence in the Services.
- 4.8.4 The Severe Weather Management Plan shall take into consideration the requirements of “A Framework for Major Emergency Management” (DoE, Dec 2006) and the supporting “Guide to Severe Weather Emergencies” (DoE, Dec 2010) and any later revisions.
- 4.8.5 The Severe Weather Management Plan and associated arrangements shall apply to the following weather events as a minimum:
  - (a) flooding;
  - (b) frost/ice;
  - (c) heavy snow & freeze/thaw;
  - (d) severe winds;
  - (e) fog;
  - (f) thunderstorms &/or excessive rainfall;
  - (g) heat waves.

#### **4.9 Security Management Plan**

- 4.9.1 The Operator shall submit a Security Management Plan, which shall:
  - (a) identify current problems (or anticipated problems before the Operator commences providing Services);
  - (b) focus on means of gathering information about identified problems and analysing them, implementing action plans to prevent recurrence and assessing the outcome for effectiveness;
  - (c) set out how the Operator will analyse existing data to establish patterns and trends including type of incident/ event, location, time and other relevant environmental variables;

- (d) be based on proven prevention and problem-solving techniques and shall be flexible so that it is adaptable in a changing environment.

#### **4.10 Quality Management Plan**

4.10.1 The Operator shall submit a Quality Management Plan, which shall comply with the requirements of Schedule 16 and reflect all documentation requirements including but not limited to the Operating Plan. The Operator shall, from time to time, submit to the Authority:

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

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

#### **4.11 Emergency Management Plan**

4.11.1 The Operator shall submit an Emergency Management Plan that sets out its pre-determined actions to providing a response to a major crisis or emergency occurring on the Network ("Emergency Management Plan").

4.11.2 The Emergency Management Plan shall take into consideration the requirements of "A Framework for Major Emergency Management" (DoE, Dec 2006). In developing the Emergency Management Plan, the Operator shall consult with all Relevant Authorities, emergency services and local authorities.

4.11.3 The Operator shall develop a Business Continuity/Disaster Recovery Plan in accordance with Schedule 34.

#### **4.12 Cost Efficiency Plan**

4.12.1 The Operator shall submit a Cost Efficiency Plan setting out how the Operator will achieve cost efficiencies over the Contract Period by either:

- (a) providing the same level of service and service quality at a lower cost over time;
- (b) providing an improved service level and / or improved service quality over time, at the same cost.

#### **4.13 Training Plan**

4.13.1 The Operator shall submit a Training Plan, detailing training proposals for drivers, other customer-facing staff (including requirements as set out in Schedule 13), and training proposals for controllers and other staff.

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

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

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

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

## **SCHEDULE 5: OPERATIONS MANAGEMENT**

**5.1 General Requirements**

- 5.1.1 The Operator shall manage its operations in accordance with the approved Operating Plan.
- 5.1.2 The Operator shall ensure that all Required Records are collected, analysed, supplied to the Authority and retained in accordance with the Agreement.
- 5.1.3 The Operator shall maintain a database to record incidents related to the Services as they arise. The Operator's database shall be used to record all incidents relevant to bus operations, including accidents and their severity, the causes of delays, disruptions and other significant events. The Operator shall analyse such records and take appropriate improvement action (such as changes to work practices, documentation changes, briefing, training, changes to competence assessment methods and standards) where it is identified as necessary or beneficial by the Operator.
- 5.1.4 The Operator shall co-operate with, whenever and wherever necessary the following third parties:
- An Garda Síochána; plus, all relevant Fire Brigades and Fire Services throughout Ireland; plus, all relevant Local Authorities; plus, any other relevant Government Agencies throughout Ireland.
- 5.1.5 The Operator shall ensure that all of their Control Rooms for management of operations of the Services is overseen at all times when Services are operating, and when Network Buses are positioning to or from Stops in advance of, or after, operating Services.

**5.2 Utility Supplies**

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

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

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

**5.4 Traffic and Roads**

- 5.4.1 The Operator shall attend meetings with road authorities as may be necessary for the purpose of reviewing the operation of the Network in relation to other road users.
- 5.4.2 The Operator shall from time-to-time review with the relevant local authority department such traffic regulations or traffic management arrangements as are in place and such amendments as may be necessary to ensure that the operation of the Network is not unduly hindered as a result of other traffic movements. The Operator shall ensure that the Authority is notified of any changes that are proposed or are to be made to the roads, or to any traffic signals, or to traffic regulations, which might reasonably be expected to affect the Network and/or the provision of the Services, of which it is notified.
- 5.4.3 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 The Operator shall follow the process outlined in paragraph 2.6 of Schedule 2 (Service Specification) for any Variations to Service Specification and/or Network Bus Specification that it 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, at least 10 Business Days' notice shall be provided to the Consolidated Contact Centre Social Media team and the Transport Technology team in the Authority, unless otherwise agreed with the Authority. The notice shall also be provided via on-board announcements and Real Time Passenger Information signs as required (see Schedule 14). Unless otherwise agreed by the Authority, the Operator shall provide text of the planned notification to the Authority at least two Business Days in advance of issue of notice to passengers.
- 5.5.4 The Operator shall use all reasonable endeavours to give notice to passengers in the event of unplanned Services Interruptions, providing the relevant information to the Consolidated Contact Centre, on-board announcements, notices via Real Time Passenger Information signs (see Schedule 14) and (where feasible in the case of unplanned Services Interruptions lasting longer than five hours) at key Stops affected where Real Time Passenger Information signs are not provided.
- 5.5.5 In the event that the period of Services Interruption is likely to exceed two weeks, the Operator shall provide the Authority with a revised Timetable and Planned Schedule Data to cover the period of service interruption, in accordance with the requirements of paragraph 2.6 of Schedule 2 (Service Specification) and Annex B to Schedule 14 (Customer Information), unless otherwise agreed in advance with the Authority.
- 5.5.6 Except in respect of approved Variations to Service Specification and/or Network Bus Specification associated with a planned Service Interruption, the Operator shall not be entitled to additional payment under the Agreement except where the parties agree additional payment where the Operator has incurred extra costs for emergency service alterations to mitigate an unplanned Services Interruption.
- 5.5.7 The Operator shall use all reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any Service 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 at Tallaght Stadium, National Sports Campus, Aviva Stadium, RDS and Croke Park, concerts and large events in Marley Park, Malahide Castle, Phoenix Park, Fairview Park, Aviva Stadium, Croke Park, 3 Arena and the RDS, and outdoor public gatherings, festivals, sporting events and/or other similar significant events whether in Dublin or in other major cities such as Cork, Galway, Limerick and Waterford. The first such schedule shall be submitted as part of the Implementation Plan. An updated schedule shall be supplied to the Authority as part of each Period Operations Report.
- 5.6.2 The Authority may request the Operator to provide its reasonable assessment in respect of the likely impact of a Public Event on the Operator's performance of the Services, and the Authority may require the Operator to submit proposals in relation to additional services associated with the Public Event for Authority approval in accordance with Schedule 23 (Variations).
- 5.6.3 The Operator shall use all reasonable endeavours to mitigate any loss of Fares Revenue arising as a consequence of any Public Event, except where the parties agree additional payment where the Operator has incurred extra costs for emergency service alterations to mitigate an unplanned Public Event.

- 5.6.4 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 (National Roads Authority), and/or any other relevant Transportation Agencies throughout Ireland;
- (d) Local Authorities, and/or any other relevant Government Agencies throughout Ireland;
- (e) other bodies as may be necessary;

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

- 5.7.2 The Operator shall liaise and co-operate with any Relevant Authority as 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.

## **5.8 Issues Log Register**

- 5.8.1 The Authority shall maintain an Issues Log Register where operational and contractual issues are recorded. The issues shall be prioritised under the following 3 categories: Low, Medium, and High. The Authority shall add relevant issues to the Issues Log Register and assign an issue owner (being either the Authority or Operator), a priority ranking and target resolution date for each issue. The Operator shall review each Operator-owned issue and update the Issues Log Register with a plan for resolving the issue, including the confirmation of the Authority-specified resolution date or proposal of an alternative target resolution date within a reasonable timeframe, within 5 Business Days of the issue being raised by the Authority.

## **5.9 Operator Reporting of Significant Service Issues**

- 5.9.1 In the event that less than 90% of Scheduled Service Kilometres on the overall Network or less than 85% of Scheduled Service Kilometres on a specific Route are recorded on the AVL System in a given Operational Day, the Operator shall use all reasonable endeavours to notify the Authority of this occurrence during the following Business Day, but in any case not later than 3 Business Days thereafter, including the reason for the occurrence and an estimated timescale for rectification. The Operator shall undertake a full review of the issue to identify the cause and take all reasonable measures to address the issue.
- 5.9.2 In the event that less than 95% of Scheduled Service Kilometres on a specific Route are recorded on the AVL System in three consecutive Operational Days, the Operator shall use all reasonable endeavours to notify the Authority of this occurrence during the following Business Day, but in any case not later than 3 Business Days thereafter, including the reason for the occurrence and an estimated timescale for rectification. The Operator shall undertake a full review of the issue to identify the cause and take all reasonable measures to address the issue.



**5.10 Management of Operational Changes**

- 5.10.1 The Operator shall co-operate with the Authority in the implementation of service, fleet, systems, or other operational changes it may require, related to provision of the Services. Upon Authority request the Operator shall prepare a change implementation plan setting out how it intends to implement the proposed change. The plan shall include but not necessarily be limited to the following activities:
- (a) recruitment and training of new staff;
  - (b) additional Network Assets required to implement the proposed change;
  - (c) necessary amendments to the Operator Properties to facilitate the change;
  - (d) a detailed implementation programme incorporating all key activities and identifying the critical path for the implementation of the change;
  - (e) estimated capital cost for implementation, by year;
  - (f) estimated change in annual operational cost, post-implementation;
  - (g) in the case of changes to Timetables, dates for the provision of preliminary Planned Schedule Data where these changes would require updates to information displayed at Stops.
- 5.10.2 The Operator shall provide a draft implementation plan to the Authority within 20 Business Days of receipt of an Authority request. The Authority shall approve or give comments on the draft within 10 Business Days of its receipt of the draft. If the Authority comments on the draft plan, the Operator shall consider the comments received and revise and submit the draft plan within 10 Business Days of its receipt of the Authority's comments. The Authority shall either approve the revised draft or make comments on the revised draft within 5 Business Days of its receipt.
- 5.10.3 If the Authority comments on the revised draft, the process contemplated by paragraph 5.10.2 shall be repeated until the Authority approves the relevant revised draft provided that the period for submission of the revised draft and for approval or comment by the Authority shall be 5 Business Days in each case. If the Authority does not approve or make comments on the revised draft within 5 Business days of submission of the revised draft by the Operator to the Authority the revised draft shall be deemed to be Approved.
- 5.10.4 Upon approval of the change implementation plan the Authority shall then follow the Authority Variation Notice procedure as set out in Schedule 2 and Schedule 23 or other such mechanism as may be advised by the Authority from time to time.

## **SCHEDULE 6: SAFETY MANAGEMENT**

## **6.1 General Safety Requirements**

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

## **6.2 Safety Planning**

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

## **6.3 Safety Management**

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

## **6.4 Legal Requirements**

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

**6.5 Construction Regulations**

- 6.5.1 The Parties agree that, where the Safety, Health and Welfare at Work (Construction) Regulations 2013 (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 the 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 develop an Emergency Management Plan that sets out its pre-determined actions to providing a response to a major crisis or emergency occurring on the Network ("Emergency Management Plan"). This plan should address major incidents and pragmatic response actions and decision-making strategies that could be reasonably be envisaged by the Operator, rather than an exhaustive list of all potential eventualities.
- 6.6.4 In developing the Emergency Management Plan, the Operator shall consult with the Relevant Authorities, emergency services and local authorities.
- 6.6.5 All personnel designated to carry out specific responsibilities under the Emergency Management Plan are expected to know and understand the policies and procedures outlined in the Plan. The response to any major crisis or disturbance shall always be conducted within the framework of the Plan.
- 6.6.6 The Operator shall ensure that all relevant staff are given clear instructions in line with the Emergency Management Plan, including training to deliver public address announcements in a way that avoids causing alarm and that instils confidence in passengers that the matter is under control.

**6.7 Reporting of Incidents**

- 6.7.1 The Operator shall comply with all Legal Requirements relating to the reporting of accidents, incidents, near misses, fatalities, injuries, diseases and dangerous occurrences. All fatalities, and any major accidents involving attendance by An Garda Síochána, relevant Fire Brigades and Fire Services, other emergency services, or Health & Safety Authority must be reported to the Authority as soon as possible and in any event no later than the following working day.
- 6.7.2 Information on all accidents, incidents, near misses, fatalities, injuries, diseases and dangerous occurrences must be included within the Quarterly Operations Report, including: number and severity of injuries incurred in each accident or incident; the rate of serious injury or fatalities of passengers, staff or third parties per scheduled kilometres operated; and, a comparison with the same Quarter in the previous year.
- 6.7.3 The Operator shall liaise with the Authority in relation to the future measures to be taken to prevent the recurrence of accidents, and shall include in each Quarterly Operations Report: a commentary on measures taken or proposed to be taken to prevent or mitigate passenger, staff, or third-party accidents and injuries associated with the operation of the Services.

## **SCHEDULE 7: ENVIRONMENTAL MANAGEMENT**

**7.1 Environmental Management System**

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

**7.2 Environmental Management Plan (EMP)**

- 7.2.1 The Operator shall submit an Environmental Management Plan (EMP) in accordance with Schedule 4.

**7.3 Responsibility for environmental management**

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

**7.4 Environmental complaints**

- 7.4.1 The Operator shall refer environmental complaints received from the public, including complaints relating to noise and vibration, to the Consolidated Contact Centre. The environmental complaints procedure shall be included in the EMP.
- 7.4.2 The environmental complaints procedure shall be communicated to all relevant personnel on a regular basis.
- 7.4.3 The Operator shall refer all complaints of an environmental nature related to the operation of the Network to the Consolidated Contact Centre.
- 7.4.4 All complaints of an environmental nature shall be addressed as soon as is reasonably practicable.
- 7.4.5 Key environmental complaints shall be reported to the Authority in the Quarterly Operations Report.

## **7.5 Environmental incidents**

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

- a) spillage of hazardous materials (as defined by the Waste Management Act, 1996 as amended);
- b) any spillage which cannot be rapidly contained and controlled, for example oil spills;
- c) inappropriate disposal of waste;
- d) Discharge of contaminated surface water from the depot area and vehicle maintenance and wash areas;
- e) Designated incidents and/or recorded incidents in relation to all relevant Irish Water Trade Effluent Discharge Licence's (TEDL's) held by the Operator.

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

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

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

7.5.4 The EMP shall include specific details of how to deal with an environmental incident, including identification of the locations of spill kits and other appropriate equipment, how recovered or captured waste/ contaminants are to be managed and disposed, The EMP shall also include contacts details of the relevant authorities who may need to be contacted and within what timeframe in the event of an environmental incident.

## **7.6 Noise and Vibration**

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

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

## **7.7 Water Pollution**

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

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

- 7.7.3 Any sampling, analyses, measurements, examinations, maintenance and calibrations as required shall be undertaken by trained and competent staff. All analysis shall be undertaken by an accredited laboratory. Discharges to surface water from all depots, parking areas and wash areas shall be monitored on a quarterly basis. In additions, all fuel interceptors in depots and parking areas shall be serviced and checked on a regular basis and all collected fuels and other contaminants shall be disposed by an appropriately licensed company. The operator shall maintain records of all maintenance checks and all material disposed offsite.

## **7.8 Waste disposal**

- 7.8.1 The Operator shall prepare a Waste Management Plan (WMP) as part of its EMP.
- 7.8.2 The Operator shall take whatever measures it deems necessary to comply with Legal Requirements whilst taking all practicable and commercially viable approaches to minimising waste, including in its management of contractors.
- 7.8.3 The Operator shall proactively discourage fly-tipping at depot sites.
- 7.8.4 The Operator shall provide details of licensing and permitting requirements. The Operator shall maintain records of all waste disposed – type of waste, volume/weight, whether sent for disposal or recycling, disposal and recycling locations.

## **7.9 Sustainability and energy**

- 7.9.1 The Operator shall aim to keep energy consumption to a minimum.
- 7.9.2 The Operator shall submit regular reports (at a minimum as part of the Q2 and Q4 Quarterly Operations Report) on energy consumption to the Authority. These reports shall include details on energy consumption for (a) bus fleet and other associated vehicles and (b) depot operations include all activities undertaken there including fleet servicing and maintenance.

## **7.10 Operator's Environmental Liabilities**

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



## **SCHEDULE 8: TICKETING AND FARES COLLECTION**

## 8.1 Ticketing Arrangements

- 8.1.1 The Operator shall procure tickets, make available, charge for and accept tickets of such types, design, fare zone or fare stage validity, time period validity and service validity (including joint tickets with other public transport operators) and fare levels and subject to operational arrangements as set out in this Schedule 8, or as may be notified by the Authority to the Operator from time to time.
- 8.1.2 The Operator shall accept the items set out in any Fares determination issued by the Authority during the term of this Agreement, as valid means of payment or right to travel, including:
- a) Cash fares;
  - b) Travel credit on Leap Cards;
  - c) Ticket products pre-loaded onto Leap Cards;
  - d) Public Services Cards ("PSC Passes") enabled for free travel;
  - e) Valid Staff passes as prescribed by the Authority; and
  - f) Other tickets, passes or smart cards, or debit or credit card or phone payment methods, as advised by the Authority from time to time.
- 8.1.3 Provided such Leap Cards contain either a valid ticket product and/or sufficient travel credit to pay for the journey, the Operator shall accept as valid means of payment or right to travel the following types of Leap Cards:
- a) Adult Leap Cards;
  - b) Child under 16 anonymous Leap Cards;
  - c) Child 16-18 personalised Leap Cards;
  - d) Student and Young Adult personalised Leap Cards;
  - e) Leap visitor cards (anonymous, contains tickets only, no travel credit);
  - f) Leap family cards (anonymous, contains tickets only, no travel credit); and
  - g) Other Leap Cards as advised by the Authority from time to time.
- 8.1.4 In cases of disruption to other public transport services operated under contract to the Authority, the Authority may notify the Operator to require it to accept tickets issued for travel on those services during the period of disruption as notified by the Authority. The Authority may delegate the requirement to notify the Operator to the operator of the public transport service that is being disrupted. The Operator shall report in its Period Operations Report described in Schedule 18, all times and Routes when tickets of other public transport operators were accepted on its Services.
- 8.1.5 The Operator shall familiarise themselves with the contents of the 'ITS Requirements' document in relation to the operation of the Leap Card scheme as set out in Schedule 9.
- 8.1.6 The Authority shall provide the Operator with reasonable prior notice in relation to changes to the tickets and shall consult with the Operator concerning any operational or administrative issues in relation to such changes.
- 8.1.7 The Operator shall issue paper tickets (i.e. receipts serving as proof of payment for travel) for all cash fares paid on board the bus.
- 8.1.8 The Operator shall ensure that any paper tickets and receipts issued by the Operator comply with Authority design requirements. The Operator shall submit the ticket and receipts designs, which shall

incorporate the “Transport for Ireland” logo for approval by the Authority prior to their use on tickets issued to customers.

- 8.1.9 The Operator shall not make any changes to the approved ticket design without the prior agreement of the Authority.
- 8.1.10 The Operator shall support and facilitate the use of Leap Cards and shall perform and assume the transport operator obligations that are set out in Schedule 9 (Integrated Ticketing Requirements).
- 8.1.11 Several times per day (or as frequently as the Authority determines) the Authority shall provide the Operator with Ticketing Equipment configuration data (which may include but not be limited to product definitions, action lists, scheme wide codes and hotlists as set out in the ‘ITS Requirements’ document). The Operator shall ensure that the latest configuration data is successfully implemented on the Ticketing Equipment on board each Network Bus in advance of commencement of services each Operational Day and as set out in Schedule 19: Performance Payments and Deductions.
- 8.1.12 Each Reporting Period the Operator shall provide the Authority with a report, in a format to be specified by the Authority, detailing the date, time, duration, Route number and Trip number for which Ticketing Equipment on board each Network Bus operating the Services operated with configuration data that was over 24 hours old at time of operations.

## **8.2 Fare Collection Arrangements**

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

## **8.3 Cash Fare Payments**

- 8.3.1 The Operator shall ensure that drivers charge the correct fare for the journey where a destination is stated by the customer in accordance with the fares set out in any Fares determination issued by the Authority during the term of this Agreement, or as may be advised from time to time by the Authority. The Operator shall ensure that only drivers accept cash fare payments and issue the appropriate ticket or receipt for any cash received.
- 8.3.2 Drivers shall accept payment of cash fares from passengers in Euro currency coins only, taking reasonable steps to ensure they do not accept counterfeit cash.
- 8.3.3 In the event that a customer tenders cash payment in excess of the cash fare amount, the driver shall not provide change to the customer. In such circumstances, the driver shall print a ticket receipt for the cash fare and print a receipt (“Extra Payment” receipt) for the extra payment. The Extra Payment receipt shall be in a form required by the Authority or proposed by the Operator and approved by the Authority from time to time.

## **8.4 Leap Card Transactions**

- 8.4.1 A Leap Card travel credit facility is available on certain Leap card types. Customers can present a Leap Card to the Driver TGX Console, advise the driver of their destination or the fare they wish to pay and the driver shall select the relevant fare/destination option to deduct the correct travel credit fare from the card. If a customer is travelling above a certain distance, or intends to avail of the 90 minute fare (or an equivalent fares initiative whenever implemented), they may present a Leap Card to the Remote SCV (if present), which shall deduct the maximum travel credit fare.

8.4.2 The Operator shall ensure that its staff are aware of and facilitate the following:

- a) Certain Leap Card types do not have the travel credit facility (for example, Leap Visitor pass) and instead contain ticket products that can be validated at the Driver TGX Console. In such cases the travel credit facility may be reported as being blocked but may still contain a valid ticket product and the driver shall validate such products rather than attempting to deduct a fare from the travel credit balance;
- b) Leap Cards that have the travel credit facility contain a deposit that can be used to pay for a fare, even if that fare exceeds the available travel credit on the Leap Card, provided that the Leap Card has a minimum positive balance of €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 a paper receipt in respect of each additional passenger;
- d) Customers may present a Leap Card that contains both a valid pre-loaded ticket product and travel credit and may request that either be used for travel; if so requested the driver shall select the requested means of payment and shall perform the appropriate action;
- e) Customers may present a Leap Card that contains both an invalid (e.g. expired) as well as a valid pre-loaded ticket product. If necessary the driver shall select or ensure that the valid ticket product is used;
- f) Customers using pre-loaded ticket products shall be encouraged to present their Leap Card to the Remote SCV (if present) where the ticket shall be validated;
- g) Customers may present a personalised Leap Card with a pre-loaded period pass to the Driver TGX Console.

8.4.3 In the event that the Ticketing Equipment reports an error or unsuccessful validation or cannot read the Leap Card, the driver shall refuse travel unless the customer pays via another means (e.g. cash), except in the circumstances set out in paragraph 8.8 of this schedule 8.

8.4.4 Leap Cards shall not have travel credit value or ticket products added to them by the driver on board the bus.

8.4.5 Customers with any complaints or having difficulties with their Leap Cards shall be advised to contact the Consolidated Contact Centre.

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

**8.5 Arrangements when Ticketing Equipment is inoperable**

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

**8.6 Ticket annulment**

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

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

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

**8.8 Passenger cannot pay**

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

## 8.9 Presentation of an Invalid Pass to Driver

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

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

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

## 8.11 Standard Fares

- 8.11.1 The RPO shall be responsible for imposing Standard Fares and for issuing Standard Fare Notices in accordance with relevant byelaws.
- 8.11.2 If a Standard Fare is imposed by an RPO, the RPO shall issue a Standard Fare Notice to the value of €100 to the passenger in question, reduced to €50 if paid within 21 days of issue.
- 8.11.3 The RPO shall inform a passenger served with a Standard Fare Notice that they may choose to pay on-line via credit card, or by post via credit card or cheque, within 21 days of issue of the Fixed Payment Notice.

- 8.11.4 The Operator shall ensure that an online Standard Fares payment facility is provided on the Operator's website at the web address, which shall be provided on the Standard Fare Notice.
- 8.11.5 The Operator shall ensure that a facility to pay Standard Fare by post via cheque or credit card is provided, and the postal address shall be provided on the Standard Fare Notice.
- 8.11.6 The RPO shall hand in to the garage manager at the end of each day details of all Standard Fare Notices issued by the RPO on that day.
- 8.11.7 The Operator shall not submit such details to the Authority but should retain them at the garage for inspection purposes for a minimum of 18 months, or longer period where notified by the Authority.
- 8.11.8 The Operator shall record the number of Standard Fare Notices issued by RPOs for each Operational Day.
- 8.11.9 The Operator is responsible for collection of Standard Fare payments pursuant to the issue of a Standard Fare Notice. The Operator shall pay to the Authority the sum of 50% of the value of each Standard Fare Notice issued by the Operator in relation to the Services, and subsequently paid by the customer. The Operator is entitled to retain all Standard Fares revenues received by the Operator in excess of the aggregate sum owed to the Authority of 50% of the value of each Standard Fare Notice issued by the Operator in relation to the Services and subsequently paid by the customer.
- 8.11.10 The Operator shall include the number of Standard Fare Notices issued to passengers each Reporting Period in the Period Standard Fares Report.

## **8.12 Re-issued Tickets**

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

## **8.13 Refunds**

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

## **8.14 Concessionary Scheme**

- 8.14.1 The Operator shall facilitate the Department of Social Protection (DSP) free travel scheme and shall electronically record the use of the PSC Passes for free travel issued by the DSP as a ticket transaction. The ticket transaction shall record the Stop at which each passenger using a PSC Pass boards a Network Bus.

- 8.14.2 The Operator shall facilitate any other travel concession scheme as the Authority may require from time to time. The Operator shall provide all information and assistance reasonably required by the Authority in relation to any such scheme.
- 8.14.3 The Operator shall cooperate in any survey of passengers undertaken by the Authority, the Department of Social Protection or any other body with responsibility for travel concession schemes, in relation to the use of a travel concession scheme.

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

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



**8.16 Ticket transaction data and reporting**

- 8.16.1 At the end of each Operational Day the Operator shall ensure that all Ticketing Equipment has successfully uploaded its ticket transaction data.
- 8.16.2 The Operator shall identify any Ticketing Equipment that has not successfully uploaded its transaction data and shall take all reasonable actions to upload the transaction data.
- 8.16.3 The Operator shall maintain records of ticketing data, including all transactions and revenue data, and provide to the Authority (or its agents or contractors) full Ticketing Equipment transaction data for each Operational Day for each Trip on each Route, including the ticket type, value, time and Stop of each transaction, and including Leap Card travel credit, Leap Card ticket product, PSC Passes, cash fare tickets, Excess Fare Tickets and Extra Cash Payment receipts, as well as any other data extracted from the Ticketing Equipment (including issued Standard Fares Notices and Unpaid Fare Tickets), in agreed electronic format, within one Business Day of the Operational Day to which the data relates, or in accordance with other requirements that the Authority may set out from time to time.
- 8.16.4 The Operator shall supply Leap Card transaction data for each Operational Day to the Authority via the server referred to as the ITSAP by 11am the following Operational Day, as described in the 'ITS Requirements' document.
- 8.16.5 The Operator shall provide daily and weekly ticket transaction and revenue reports to the Authority, summarising the ticketing data referred to in paragraph 8.16.3 above, to the Authority, within 2 Business Days after the Sunday of each week.
- 8.16.6 Where full electronic data is not available the Operator shall provide the Authority with such other information and documentation as the Authority shall reasonably require in respect of passenger journey, revenue receipts and ticket issue in place of the electronic data. The information referred to shall be delivered or transmitted in a form agreed between the Operator and the Authority, and at such intervals as the Authority may reasonably require.
- 8.16.7 The Operator shall provide to the Authority any other such other information in respect of passenger journey, revenue receipts and ticket issue as the Authority may reasonably require from time to time.

**8.17 Handling of discrepancies**

- 8.17.1 The Operator shall undertake analysis of any discrepancies between the data produced by the Ticketing Equipment and the reports produced by the Authority and available to the Operator, showing the actual value and volume of Leap Card travel credit, Leap Card ticket and PSC Pass transactions received and processed by the Authority. The Operator shall reconcile such reports against its own records. The Operator shall also provide details of the Route, Originating Stop departure time and Trip number of all Services where on board Driver TGX Console or Remote SCV was not operational.
- 8.17.2 The Operator shall notify the Authority immediately it becomes aware of a significant discrepancy in the reconciliation of the ticketing data against the Leap scheme reports (where the determination of significant shall be decided by the Authority and notified to the Operator from time to time).
- 8.17.3 The Operator shall include an analysis of any discrepancies between the data produced by the Ticketing Equipment and Non-Leap ticket values and volumes.
- 8.17.4 The Operator shall provide all reasonable assistance to the Authority in the investigation of any discrepancies discovered by the Authority.

- 8.17.5 Where applicable, or as requested by the Authority, the Operator shall implement remedial action to prevent reoccurrence of the issues leading to any discrepancies.
- 8.17.6 The Operator shall be responsible for any discrepancies or errors which result in a loss of Leap or Non-Leap Fares Revenue to the Authority including errors in Leap Card or cash fare transaction processing, errors caused by the malfunction of the Ticketing Equipment, the use of illegal tender, any illegal tampering, theft and other cash losses, and shall indemnify the Authority against such lost revenue to the extent that such loss occurs as a result of any act or omission by the Operator otherwise than in accordance with the terms of the Agreement.
- 8.17.7 The Operator shall pay the Authority the value of Fares transactions as calculated from transaction data produced by the Ticketing Equipment, plus the sum of any Fares overpayments less any cash fare underpayments, where such sum is greater than zero.

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

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

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

8.19.1 The monies due to the Authority pursuant to paragraph 8.18 shall be:

- (a) The amount of revenue receipts identified by the data provided by the Ticketing Equipment, including Excess Fare Ticket Revenue, Extra Cash Payment revenue or, in the absence of any or all of this data, the amount of revenue receipts accruing to the Services as can be identified or supported by such other information and documentation as the Authority may reasonably require;
- (b) Less any adjustments to the amount of revenue due to 8.19.1(a) above in respect of the issue of tickets in the circumstances set out in paragraph 8.8 "Passenger cannot pay" subject to the provisions in paragraph 8.21 "Adjustments to Ticketing Equipment Data";
- (c) Plus any adjustments to the amount of revenue receipts at 8.19.1(a) above in respect of invalid ticket annulments as set out in paragraph 8.6 "Ticket Annulment";
- (d) Plus any monies due to the Authority in connection with the issued of Fixed Payments Notices by the Operator, pursuant to paragraph 8.11 "Standard Fares"

8.19.2 All payments pursuant to paragraph 8.19.1 above shall be supported by such documentation including identification of the Operator, the route, the day or days of operation to which the receipts refer, as the Authority may from time to time require.

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

8.19.4 Revenue information shall be recorded by the Operator and reported to the Authority in summary spreadsheet, using form as set out in Annex B to this Schedule 8, or other standard reporting formats as may be agreed by the Authority and the Operator from time to time. This information shall be provided to the Authority no later than 9 calendar days following the end of the operating week (which runs from Monday to Sunday), or at such other intervals as the Authority may require.

8.19.5 The Operator shall, in the reports required per paragraphs 8.19.3 and 8.19.4, include an analysis of any discrepancies between the data produced by the Ticketing Equipment and the actual amount collected and lodged to the bank account.

**8.20 Adjustments for Ticket Annulments**

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

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

satisfaction of the Authority that unsupported ticket annulments in those earlier Reporting Periods were correctly reported. The Authority may either invoice the Operator for all such unsupported ticket annulments or set off those sums against the Period Payment for the next Reporting Period following the calculation of all such unsupported tickets.

## **8.21 Adjustments to Ticketing Equipment Data**

- 8.21.1 Any adjustment to the amount of revenue receipts pursuant to paragraph 8.19.1(b) must be made only in accordance with the provisions set out in paragraph 8.8 “Passenger cannot pay”, and the Operator shall provide all supporting information and forms referred to therein.
- 8.21.2 In the event that it is discovered, or the Authority reasonably has grounds to believe, that the Operator has made adjustments pursuant to paragraph 8.19.1(b) which the Operator was not properly entitled to make, (an “Invalid Adjustment”) the Operator shall pay to the Authority immediately (whether demanded or not) all sums deducted from revenue receipts in respect of such Invalid Adjustments.

## **8.22 Misallocation of Fares Revenue**

- 8.22.1 If it is discovered, or the Authority has reasonable grounds to believe, that any Fares Revenue which should have been paid to the Authority in respect of the Services pursuant to this Schedule 8 together with all supporting documentation or information which would have identified the Fares Revenue as received or collected in respect of the Services has not been paid or provided to the Authority pursuant to this Agreement, then subject to paragraph 8.22.2 the Operator shall:
- (a) pay forthwith to the Authority all Fares Revenue (calculated in accordance with paragraph 8.19) which should have been handed over in respect of the Services together with interest on the total amount of such delayed payment at the rate of 3% above the then current base rate of the European Central Bank from the date when payment should have been made in accordance with paragraph 8.18.7 to the date when payment is received by the Authority;
  - (b) pay forthwith to the Authority all costs and expenses incurred by the Authority in checking all such previous payments, returns and information as the Authority in its absolute discretion considers necessary to ensure all Fares Revenue attributable to the Services has been paid over to the Authority; and
  - (c) pay forthwith to the Authority all Fares Revenue which is identified by the Authority as a result of any investigation under paragraph 8.22.1(b) as being attributable to the Services and which has not previously been paid over to the Authority, together with interest on all such sums for the period and at the rate set out in paragraph 8.22.1(a)
- 8.22.2 The Operator shall not be liable to pay over any sums or interest pursuant to either 8.22.1(a) or 8.22.1(c) to the extent that Fares Revenue properly attributable to the Services has been paid to the Authority in respect of any other bus passenger services operated by the Operator under contract to or by agreement with the Authority, but the Operator shall be liable for any costs in respect of paragraph 8.22.1(b).
- 8.22.3 The Operator shall co-operate fully with any investigation carried out by the Authority pursuant to paragraph 8.22.1(b), and shall make available all necessary records, documents and information, including any relating to other bus services operated by the Operator which are under contract to or by agreement with the Authority.
- 8.22.4 For such period as the Authority is conducting any investigation pursuant to paragraph 8.22.1(b) and until all sums shown to be properly attributable to the Services have been paid to the Authority, the

Authority may withhold a proportion of the Period Payment for each Reporting Period equal to any sum calculated in accordance with paragraph 8.22.1(a). All such sums withheld shall be paid by the Authority to the Operator following payment of all sums due under paragraph 8.22.1(a), 8.22.1(b) and 8.22.1(c).

- 8.22.5 If, as a result of any investigation under paragraph 8.22.1(b), it is discovered that the Operator has paid to the Authority any sums which were not properly attributable to the Services, such sums shall be set off against any sums due to the Authority under this paragraph 8.22 or shall be paid by the Authority to the Operator.

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

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

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

- 8.23.2 The Operator shall ensure that all financial records are maintained in accordance with generally accepted accountancy principles, practices and policies in Ireland. The Operator shall maintain systems which accurately record and control the Operator's handling of Fares Revenue and payment of the same to the Authority, Ticketing Equipment, and any other equipment or items provided by the Authority or its agents or contractors to the Operator for the provision of the Services. The Operator shall undertake regular checks of and document systems in order to test their success and put in place such measures as are necessary to eliminate any identified shortfalls.

- 8.23.3 The systems referred to in paragraph 8.23.2 should include recording and control of:

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

- 8.23.4 The Operator shall provide to the Authority as required details (including full documentation) of the systems adopted in accordance with the requirements of paragraph 8.23.2 and 8.23.3 above and any other data security procedures adopted by the Operator to maintain accurate and reliable records of sales information. The Authority or its agents and contractors shall have the right to audit all such systems.

- 8.23.5 The Operator shall at its own expense comply with any reasonable recommendations of the Authority in relation to amendment or implementation of procedures relating to the above.
- 8.23.6 The Operator shall keep all records relating to revenue including a garage terminal receipt for each duty operated or in the absence of this, the contents of each ticket machine waybill issued, including driver that waybill is issued to, the bus ID, date and time of issue and amount, for a minimum of 12 months, all data from the Ticketing Equipment for a minimum of 12 months, and all accounting records for a minimum of 7 years provided that if data, records or information shall fall into more than one of the aforementioned categories such data, records or information shall be kept for the longer period indicated.
- 8.23.7 The Authority or its agents shall have a right of access, on giving reasonable notice, to the Operator's premises in order to exercise the rights of audit set out in paragraph 8.23.1 to 8.23.6 above, and in order to inspect Fares Revenue receipt information, Ticketing Equipment, and any other equipment or item provided by the Authority or its agents or contractors to the Operator and any other accounting records or supporting information kept by the Operator relating to the provision of the Services.
- 8.23.8 The Authority's employees, agents and contractors shall have the right to take copies of such records and information referred to in paragraph 8.23.1 to 8.23.6 above as are necessary in connection with any audit carried out pursuant to paragraph 8.23.1 to 8.23.6 above. The Operator shall allow copies to be taken on its reprographic equipment at no cost to the Authority.
- 8.23.9 In the case of Ticketing Equipment and any other equipment or items provided by the Authority or its agents or contractors to the Operator, the Authority reserves the right to instruct the Operator to carry out its own audit of this equipment and items in such form as the Authority may reasonably request and provide the results of such audit to the Authority.
- 8.23.10 The Operator shall provide read-only access to all records to enable inspection by the Authority or the Authority's nominated third party when required.
- 8.23.11 The Operator shall cooperate with the Authority in maintaining its ability to access the Ticketing and Fares Revenue Database for the Services remotely to create, print and view reports.
- 8.23.12 The Operator shall allow the Authority or a suitably qualified independent auditor nominated by the Authority, access to all the records during the Contract Period and for a reasonable period afterwards (being not less than seven years from the date of creation of the relevant Record or two years following termination of this Agreement, whichever is the later). Any such access shall be on reasonable prior written notice at any time during normal business hours for the purposes of auditing or otherwise inspecting the records.
- 8.23.13 The Operator will afford to the Authority all reasonable assistance in the carrying out of such audit. The Authority and its auditor will ensure that any information obtained in the course of the audit concerning the Operator's business is kept in the strictest confidence and not used for any purpose other than the proper conduct of the audit.
- 8.23.14 The costs of any audit referred to in this schedule shall be borne by the Authority save where any such audit reveals underpayments of whichever is the lesser of €400,000 or 1% of the payments paid to the Authority under this Agreement in the immediately preceding financial year of the Authority, when all such audit costs shall be paid by the Operator in addition to any other amount payable under the foregoing provisions of Schedule 8.



**8.24 Next Generation Ticketing (NGT):**

- 8.24.1 The Authority is planning to replace all of the Ticketing Equipment and associated systems with more modern ticketing equipment and systems under the 'Next Generation Ticketing' (NGT) project. As part of this project, new ticketing equipment will be installed and existing equipment removed, likely in phases. New fares payment methods will be introduced including: bank cards; mobile phones; QR Codes; and/or other methods as determined by the Authority from time to time.
- 8.24.2 As a consequence of the NGT project, the Authority may decide that from a nominated date, cash will no longer be accepted on bus, and the TGX driver console cash vault may be removed from each bus. As a consequence, there may be changes in ticketing and revenue collection arrangements for drivers and other operator staff. These may include the introduction of different fare payment methods, new processes in relation to ticketing systems, including new driver sign on process, less driver involvement in cash handling, and revised support and maintenance procedures for the new ticketing equipment and associated systems.
- 8.24.3 NGT will not be implemented in advance of the commencement of this Agreement, however it is expected to be implemented during the lifetime of the Agreement.

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

Refer to most recent applicable Fare Determination at:

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



**Annex B: Revenue Return Forms (to be provided weekly to Authority's Representative in electronic spreadsheet format)****Weekly Revenue Return - Cash Only**

**Operator** Dublin  
Bus

**Week**

**Week ending**

**Timeframe** Monday  
to  
Sunday

Revenue date	Date								
	Day	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

**Cash revenue - Merit** - - - - - - - - -

Cash counted - - - - - - - - -

Net overs/shorts - - - - - - - - -

**Net - cash received** - - - - - - - - -

*Difference between cash revenue and net cash received* - - - - - - - - - *note 1*

**Net cash to be returned to the Authority** -

EFT within 4 business days following the end of the Operational Day

*note 1 (if required)*

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

**1.1 Background**

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

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

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

**1.3 Leap Card Daily Reconciliation Process**

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

**SCHEDULE 9: INTEGRATED TICKETING REQUIREMENTS**

**9.1 General**

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

**9.2 Transaction Data**

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

**9.3 Actionlists and Hotlists**

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

**9.4 Device Configuration Data**

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

**9.5 Device Reliability**

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

**9.6 Advance Notice of Changes**

- 9.6.1 The Operator shall, except in case of an emergency release which will be advised to the Authority, notify the Authority in writing a minimum of 5 (five) Working Days in advance of the implementation of any changes to their fare collection system, depot computer system or central computer systems where such change may have a negative effect on the use of Leap Cards by the public. The Operator shall participate in regular Change Control Board meetings to discuss such changes. The Authority shall determine whether such negative effects occurred based on the topics of contacts to the Leap Card call centre and/or complaints or contacts to the Authority.

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

## **9.7 Monitoring**

- 9.7.1 The Operator will co-operate with the Authority in monitoring of continuous compliance with these service levels. The Authority may from time to time request the Operator to report on the Key Performance Indicators related to the ITS, which may include:
- (a) Confirmation of daily check of transaction data by 11:00am;
  - (b) Confirmation of transaction data being uploaded;
  - (c) Confirmation of retention of records for transaction data;
  - (d) Confirmation that card accepting devices have received or successfully implemented actionlists and hotlists;
  - (e) Confirmation of daily check on receipt and successful implementation of actionlists and hotlists by 11:00am;
  - (f) Confirmation of retention of records for actionlists and hotlists;
  - (g) Confirmation of receipt and successful implementation by card accepting devices of the latest device configuration data versions;
  - (h) Confirmation of daily check on receipt and implementation of latest device configuration versions by 11:00am;
  - (i) Confirmation of retention of records for device configuration data;
  - (j) Confirmation of daily recording of prior day device failures;
  - (k) Confirmation of retention of records for device failure;
  - (l) Confirmation of issuing of 5 days' notice of changes to Operator's systems which may impact on Leap Card usage.
- 9.7.2 The Authority reserves the right to further investigate any of the above at any time with a view to improving the ITS.

**SCHEDULE 10: REVENUE PROTECTION**

## 10.1 Revenue Protection

- 10.1.1 The Operator shall enforce the Bye-laws in relation to ticketing and fares collection in respect of the Services, and shall ensure the following:
- that the fare structure and methods of purchasing tickets are clearly published or available for inspection on board each Network Bus;
  - that customers are made aware, by means of regular information messages on the Network, of the revenue protection measures in place and the consequences of not having a valid ticket or validated Leap Card.
- 10.1.2 The Operator shall deploy authorised Revenue Protection Officers on the Network for the purpose of inspecting tickets and issuing Standard Fare Notices to passengers who do not have a valid ticket. Revenue Protection Officers must wear a uniform and carry an ID badge while on duty, except when conducting plan clothes inspections, in which case an ID badge must still be carried.
- 10.1.3 The Operator shall comply with the Revenue Protection Plan approved as part of the Operating Plan.
- 10.1.4 The Operator shall update and submit to the Authority an updated Revenue Protection Plan for each Contract Year. The updated Revenue Protection Plan shall include an analysis of performance in the previous Contract Year and proposed performance improvement measures. The Authority shall approve or give comments on the updated Revenue Protection Plan within 10 Business Days of its receipt. If the Authority comments on the updated Revenue Protection Plan, the process contemplated by this paragraph 10.1.4 shall be repeated until the Authority approves the Plan.

## 10.2 Standard Fares

- 10.2.1 The Operator shall implement the Bye-laws and all Legal Requirements relating to the issue of notices in relation to, making of demands for and collection of Standard Fares.
- 10.2.2 The Operator shall ensure that proper records of all notices in relation to and demands for Standard Fares issued and Standard Fares paid are kept, and shall provide Standard Fare reports in accordance with the requirements set out in Schedule 8 and under Standard Fares in the Period Passenger, Revenue and Ticketing Report and supporting information as set out in Annex B to Schedule 18: Records and Reporting Requirements.
- 10.2.3 The Operator shall implement an appeals process for passengers who wish to appeal the imposition of a Standard Fare. Any passenger in receipt of a Standard Fare notice shall be informed of his/her right of appeal on receipt of the Standard Fare notice and in any further correspondence about the Standard Fare. The right of appeal shall be clearly stated on the Standard Fare notice with the Website address, call centre telephone number and address, and the timeline within which an appeal must be lodged.
- 10.2.4 The appeals process shall be clearly documented and made available in writing and on the Operator website to all passengers who wish to access it. The appeals process shall be fair and transparent, and passengers shall be informed in writing the reasons why their appeal has been accepted or rejected.
- 10.2.5 The Operator shall implement an enforcement policy for the prosecution of passengers who do not pay a Standard Fare. The Operator shall make full use of all court appearance dates available to it, for the purpose of bringing such prosecutions to court.

10.2.6 Half the amount of Standard Fares paid by the passengers to the Operator in any Reporting Period ("Standard Fare Revenue") shall be included in the calculation of the Period Payment for that Reporting Period. The Operator shall include in each Period Report, the numbers of Standard Fare Notices issued to passengers, the amount collected in Standard Fare payment, the number of €50 Standard Fare payments and the number of €100 Standard Fare payments made in the previous Period.

### **10.3 Fare Evasion Surveys**

10.3.1 The Authority may procure an independent contractor to carry out Fare Evasion Surveys on an on-going basis in order to determine the level of fare evasion on the Network, or it may undertake the Fare Evasion Surveys itself.

10.3.2 The Fare Evasion Surveys will cover representative operating days, and also cover a representative sample of time periods and services.

10.3.3 The Operator shall facilitate access by the Authority's independent contractor to the Network at any time to carry out the Fare Evasion Surveys.

10.3.4 The results of Fare Evasion Surveys undertaken in the previous Quarter and previous four Quarters will be reported to the Operator. The Fare Evasion Rate for the previous four Quarters will be used to calculate any Fare Evasion Deductions or Incentives that may be due, in accordance with the methodology set out below and in Schedule 19: Performance Payments and Deductions.

### **10.4 Fare Evasion Survey Procedure**

10.4.1 The Fare Evasion Surveys will take place on board buses by means of face-to-face interviews with a randomly selected sample of passengers. The survey sample will be selected using a multi-stage stratified sampling technique. A number of buses will be randomly selected from strata broken down according to day type and time band as well as route grouping in order to be as representative as possible. These buses will be used as a starting point for selecting random clusters of passengers.

### **10.5 Sample Size**

10.5.1 The number of passengers interviewed during the previous thirteen Reporting Periods will be sufficient to ensure that the overall Fare Evasion Rate for Services, calculated from the Fare Evasion Surveys, will be based on a statistically robust sample size.

### **10.6 Fieldwork**

10.6.1 Surveyors will record the following information for each passenger surveyed:

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

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



## 10.7 Fare Evasion Loss

- 10.7.1 For each passenger surveyed during the Fare Evasion Survey, Fare Evasion Loss is the difference between the fare actually paid by the passenger and the fare that the passenger should have paid.
- 10.7.2 For passengers with a valid ticket for their journey, a Fare Evasion Loss of zero is assigned, as no revenue has been lost. If a passenger has no ticket a Fare Evasion Loss equal to the fare that the passenger should have paid for the journey and passenger type (e.g. child, adult) is assigned to represent the fare revenue lost.
- 10.7.3 For passengers who have an invalid ticket the Fare Evasion Loss is calculated based on the type of invalidity. For example, an adult passenger in possession of a child ticket is allocated a Fare Evasion Loss equal to the difference between the price of the child ticket and the price of the adult ticket for the journey undertaken as follows:
- *Fare Evasion Loss = Adult price – Child price*
  - *For example, if the child fare is €0.90 and the adult fare is €2.40, then a Fare Evasion Loss of €2.40 – €0.90 = €1.50 is allocated.*
- 10.7.4 A passenger who stays on the Network Bus beyond the point paid for, or an adult passenger incorrectly using a student ticket will be allocated a Fare Evasion Loss based on the difference between the fare paid and the correct fare, using the same method described above.
- 10.7.5 A passenger with a ticket not valid on the service will be allocated a Fare Evasion Loss of equal to the fare that the passenger should have paid for their journey and passenger type.

## 10.8 Fare Evasion Rate

- 10.8.1 The Fare Evasion Rate is the sum total of Fare Evasion Losses for all passengers surveyed during the relevant four Quarters, expressed as a percentage of the sum total of fares that surveyed passengers should have paid.
- *Fare Evasion Rate = (Total of all Fare Evasion Losses / Total of all fares that surveyed passengers should have paid) x 100*
  - *The Fare Evasion Rate for any given Quarter is the overall Fare Evasion Rate calculated using all valid Fare Evasion Surveys for the relevant four previous Quarters. Fare Evasion Rate = (Total of all surveyed Fare Evasion Losses for the relevant Quarters/ Total of all fares that surveyed passengers should have paid in the relevant Quarters) x 100*
- 10.8.2 The Moving Annual Fare Evasion Rate (MAFER) for any given Quarter is the overall Fare Evasion Rate for the full year to the end of that Quarter. The Moving Annual Fare Evasion Rate is calculated using all valid fare evasion surveys from the full year (four quarters as defined by the NTA period Calendar) to the end of the relevant Quarter.
- *MAFER = (Total of all surveyed Fare Evasion Losses for the preceding year / Total of all fares that surveyed passengers should have paid in the preceding year) x 100*

## **10.9 Fare Evasion Survey Report**

- 10.9.1 The results of Fare Evasion Surveys undertaken in each of the previous four Quarters, and the Fare Evasion Rate will be reported to the Operator through a Quarterly Fare Evasion Survey Report, and will be used to calculate any Fare Evasion Deductions or Incentive Payments that may be due in accordance with the methodology set out below and in Schedule 19: Performance Payments and Deductions.
- 10.9.2 The Fare Evasion Survey Report will be completed within 40 Business Days of the end of the relevant Quarter. The Fare Evasion Survey Report will include the following information:
- a) the overall Fare Evasion Rate for the relevant four Quarters covered by the report;
  - b) the fare evasion rate for each Route or group of Routes;
  - c) the fare evasion rate broken down by day type and time band;
  - d) breakdown of invalid tickets; and
  - e) reasons given for having no ticket.

## **10.10 Permitted Fare Evasion Threshold and Fare Evasion Deduction and Incentive Payments**

- 10.10.1 The Permitted Fare Evasion Threshold shall be 3.4%, effective for all Fare Evasion Survey Reports prepared from 1<sup>st</sup> January 2026. A Permitted Fare Evasion Threshold of 3.9% shall apply to all Fare Evasion Survey Reports prior to 1<sup>st</sup> January 2026. The Permitted Fare Evasion Threshold may be reviewed by the National Transport Authority from time to time, and any modifications shall be notified to the operator in advance of implementation.
- 10.10.2 Where the Authority identifies an overall Fare Evasion Rate in excess of the Permitted Fare Evasion Threshold for any Quarter, the Authority shall apply a Fare Evasion Deduction to payments due to the Operator, in accordance with the methodology set out in Schedule 19: Performance Payments and Deductions. The Operator may also be requested to prepare a rectification plan in relation to revenue protection procedures for the approval of the Authority.
- 10.10.3 Where the Authority identifies an overall Fare Evasion Rate less than the Permitted Fare Evasion Threshold for any Quarter, the Authority shall apply a Fare Evasion Incentive Payment to payments due to the Operator, in accordance with the methodology set out in Schedule 19: Performance Payments and Deductions.

Annex A: Standard Fares Notice

Indicative Standard Fare Notice

SFN No: XXX

Ref No: YYY

Bus No: ZZZ

Date: DD / MM / YY    Time: HH : MM

Date of Birth: DD / MM / YY

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

## **SCHEDULE 11: OPERATION AND MAINTENANCE OF NETWORK ASSETS**

## **11.1 Authority Network Assets**

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

- (a) protect, preserve, operate and maintain the Authority Network Assets;
- (b) comply at all times with its obligations in relation to Authority Network Buses as outlined in the Lease Agreement with the Authority dated 12<sup>th</sup> November 2018;

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

### **11.1.2 The Operator shall prepare and maintain a register of all Authority Network Assets, which shall include an asset reference number, and where each asset is currently stored or deployed. The Operator shall provide the Authority with electronic access to the register, and confirm as part of the Period Operations and Customer Service Report as per Schedule 18 that the asset register is current and up to date, and if it is not, which elements need to be updated and why, and when the update will be completed.**

### **11.1.3 All Authority Network Assets shall be held at the Operator's risk and responsibility from the date such Authority Network Assets are delivered to the Operator to the time of return to or collection by the Authority, whether fitted to any Network Buses, provided separately or installed at the Operator's premises.**

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

## **11.2 Network Assets**

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

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

**11.2.2 The Operator shall:**

- (a) protect, preserve, operate and maintain the 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 where relevant with good appearance and, in the case of Network Buses, roadworthy;

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

**11.3 Operator Sites**

- 11.3.1 The premises at which the Operator stores the Network Buses (the “Operator Sites”) shall provide (at a minimum) a sealed hard-standing area for Network Buses and appropriately marked out and signed access and egress routes to Legal Requirements.
- 11.3.2 The Operator shall be responsible for the provision of security measures at the Operator Sites to safeguard the Network Assets.
- 11.3.3 All Authority Network Buses shall be stored at the Operator Sites when not in use unless by prior Approval, save where the Authority Network Buses are stored at a third-party location for the purpose of carrying out the Maintenance Activities.
- 11.3.4 The Operator shall not alter the location of the Operator Sites, or layout of parking, cleaning, fuelling, charging or maintenance arrangements at Operator Sites insofar as it may affect capacity of the sites to store, clean, fuel, charge and maintain Network Buses, without prior Approval.
- 11.3.5 Entry onto an Operator Site is subject to compliance with the Operator’s health and safety requirements and Legal Requirements.
- 11.3.6 As part of the provision of the Maintenance Strategy Plan referenced in Schedule 4, the Operator shall provide a plan of each Operator Site, outlining the areas allocated for the storing, cleaning, fuelling, charging and maintaining of Network Buses to be utilised under this Agreement. Each plan shall identify the number of spaces allocated for parking of Network Buses (including any spare spaces).

**11.4 Network Buses**

- 11.4.1 The process for delivery of Authority Network Buses to the Operator shall be in accordance with the Lease Agreement dated 12<sup>th</sup> November 2018.
- 11.4.2 The Operator shall at its own expense register Authority Network Buses and pay any licence fees, vehicle inspection fees, Taxes, tolls or other costs and expenses payable in connection with the registration, use and/or licensing of the Authority Network Buses for the duration of the Agreement.
- 11.4.3 The Authority shall maintain a database of Network Buses across the entire Public Service Obligation bus network, which shall include Network Bus specifications and location, (the “Fleet Database”). The Operator shall be responsible for ensuring that the information contained in the Fleet Database is accurate for all Network Buses being utilised under this Agreement, as outlined in Annex F to this Schedule 11, and that it is consistent with the Operator’s register of Authority Network Assets referenced in paragraph 11.1.2 of this Schedule.

11.4.4 The Operator shall notify the Authority of any required changes to the Fleet Database. No such changes to the use of Network Buses shall be permitted without the prior approval of the Authority.

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

11.5.1 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.

11.5.2 The Operator shall report any defects, faults or problems identified with Authority Network Assets to the Authority and relevant third-party service provider.

11.5.3 The Operator shall facilitate and support the testing of defects, faults or problems with Authority Network Assets, including but not limited to the monitoring of the issues, implementing workarounds and active involvement in the debugging and testing of Authority Systems and On-Bus Equipment.

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

- (a) Without prejudice to Schedule 19, the Operator shall minimise the effect of any defect or damage to the Network Assets on the ability of the Services including where appropriate rectify or procure the rectification of the defect or damage to the Network Assets as soon as 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, replace or procure the replacement of the Network Asset the subject of the defect or damage with an asset of similar (or better) age and condition as the Network Asset being replaced with all due speed,
- (c) subject to paragraph 11.4.3(d), restore the Services to a state where they can be operated in accordance with Agreement as soon as reasonably practicable;
- (d) without prejudice to its obligations to comply with the Performance Standards, to the extent that the rectification or replacement or the procurement of the rectification or replacement of a Network Assets will affect the ability of the Operator to perform the Services or a portion thereof for a period longer than 2 days, the Operator shall procure a temporary replacement of the affected Network Asset in order to restore the Services, until such time as the replacement or rectification of the Network Asset is completed; and
- (e) in respect of the repair or replacement of an Authority Network Bus, the Operator may substitute another Network Bus for a damaged or defective or written off Authority Network Bus provided, that such Network Bus is of equivalent specification, state of repair and roadworthy condition to the Authority Network Buses, with prior Approval until such time as Authority Network Bus is repaired or replaced.

11.5.5 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.

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

- 11.5.7 The Operator shall utilise the Authority instance of ServiceNow as the central mechanism for communication of Problem Management between stakeholders;
- 11.5.8 The Operator shall use the table in Annex E of this Schedule 11 to categorise any defects identified with Authority Systems or On-Bus Equipment.

**11.6 Authority access to inspect, maintain, or provide Authority Network Assets**

- 11.6.1 The Authority (or such other persons as the Authority may nominate) shall be entitled (and the Operator shall facilitate) during normal business hours or outside normal business hours, on reasonable notice, access to any Operator Site to inspect or test the Authority Network Assets and records, or to carry out maintenance activities, and shall make available suitable inspection and/or testing facilities as the Authority may particularly specify (for the avoidance of doubt which may include but not limited to the provision of covered serviced facilities, access to utilities and welfare facilities). For the purposes of inspecting the Authority Network Assets, the Operator shall procure that the Authority is authorised to enter onto any land or into any premises at which any Authority Network Asset may be from time to time located. Entry onto any land or any premises is subject to compliance with the Operator's health and safety requirements and all applicable health and safety legislation.
- 11.6.2 Upon 5 Business Days' notice, the Operator shall permit and facilitate the Authority or the Authority's contractors during normal business hours or outside business hours on reasonable notice, to enter onto any Operator Site for the purposes of replacing or installing new Authority Network Assets, including NGAVL and NGT Systems software, hardware and related equipment, on Network Buses. The Operator shall facilitate and assist the Authority or the Authority's contractors in the installation and testing of such systems and equipment. The Operator shall use best endeavours to maximise the number of buses made available to the Authority or the Authority's contractors for such works, provided that such provision does not impact on the Operator's ability to operate the Services.
- 11.6.3 The Authority may at any time following an inspection of the Authority Network Assets prepare condition reports that identify remedial or replacement works necessary to be undertaken (in stipulated timeframes), by the Operator to keep the Authority Network Assets in good repair and condition (fair wear and tear excepted), and with good appearance and roadworthy.

**11.7 Authority Network Asset Maintenance Activities**

- 11.7.1 At a minimum, in maintaining the Authority Network Assets in accordance with paragraph 11.2, the Operator shall carry out or procure to have carried out:
- (a) routine maintenance, including that as more particularly described in paragraph 11.9 ("Routine Maintenance Activities");
  - (b) corrective maintenance, including that as more particularly described in paragraph 11.10 ("Corrective Maintenance Activities"); and
  - (c) warranty repairs, including that as more particularly described in paragraph 11.11 ("Warranty Repair"),
- (Collectively, the "Maintenance Activities").
- 11.7.2 For the avoidance of doubt, the Operator shall not be permitted to reduce the level or detail of Maintenance Activities at any time during the Contract Period.



## **11.8 Routine Maintenance Activities**

11.8.1 The Operator shall undertake or procure to have undertaken Routine Maintenance Activities which shall include but not be limited to the implementation of the following activities:

- (a) the implementation of a regular and frequent inspection and monitoring regime of the Network Buses to comply at a minimum with Legal Requirements;
- (b) planned regime of regular and frequent testing of parts or components, instrumentation security features and safety features and similar of the Network Buses;
- (c) planned cleaning regime of the Network Buses, which shall be at such frequency and intensity to keep in as far as reasonably practicable each Network Bus clean, free from rubbish, stains and graffiti and in good appearance at all times.
- (d) planned regime of regular and frequent servicing of the Network Assets, which shall include fuelling of the Network Buses;
- (e) planned regime of inspection of, and planned replacement of, parts before they fail;
- (f) planned painting regime to preserve the aesthetic appearance and finish of the exterior of the Network Buses at all times, which shall be at a minimum frequency of 4 year intervals;
- (g) planned regime of replacement of seat foam and re-covering of passenger seats, which shall be at a minimum frequency of 5 year intervals;
- (h) planned renewal of wax underseal which shall be at a minimum frequency of 4 years.

## **11.9 Corrective Maintenance Activities**

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

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

## **11.10 Warranty Repair**

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

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

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

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

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

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

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

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

11.11.3 In the case of paragraph 11.12.1, on such replacement the Operator shall take all steps and do all things as may be necessary or as the Authority may require to be done to ensure that title to such Authority Network Assets vests in the Authority.

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

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

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

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

**11.14 Maintenance Management System**

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

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

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

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

**11.15 Maintenance Strategy Plan**

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

**11.16 Annual Maintenance Plan**

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

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

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

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

- i. a look-ahead in relation to Authority Network Asset maintenance activities for the remaining Contract Years; and
- ii. such other items that the Authority may specify from time to time.

11.16.3 The Annual Maintenance Plan for each year shall be and submitted to the Authority for Approval as part of the Annual Business Plan.

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

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

#### **11.17 Authority Network Buses**

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

11.17.2 Where in order to provide the Services (or to comply with an instruction in a Variation Order), the Operator requires a lesser amount of Network Buses than the number provided by the Authority under this Agreement, then the Operator shall request the Authority to accept, or the Authority shall require, the return of the Authority Network Buses not in use, subject to paragraphs 11.30 to 11.34 of this Schedule.

11.17.3 In accordance with Clause 29.2 (c) *Changes to Services*, the Authority may, at any time during the Contract Period, by giving the Operator a minimum of 20 days advance notice to the Operator, replace any Authority Network Bus with an alternative Authority Network Bus, which shall be subject to the provisions of paragraph 11.6 (Authority Network Bus Delivery). The Authority Network Bus being substituted shall be subject to the provisions of paragraph 11.30.1 to 11.34 of this Schedule.

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

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

11.18.2 The Operator shall ensure that all On-Bus Equipment is operational on a Network Bus prior to entering service;

11.18.3 The Operator shall ensure that all On-Bus Equipment is operated whilst the Network Bus is in service;

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

11.18.5 The Authority may replace or install at its own expense or in accordance with Clause 29.3 (c) *Changes to Services*, require the Operator to replace or install and operate (in accordance with any instructions issued by the Authority) any equipment (including but not limited to ticketing, AVL, CCTV and Wi-Fi equipment) on the Network Buses, provided that:

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

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

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

#### **11.19 Network Asset Management from NG AVL Commencement Date**

11.19.1 The Operator shall facilitate access to Operator Properties or Network Buses as required by the Authority or third-party service providers for the purposes of repair, replacement/update or preventative maintenance of all On-Bus Equipment and associated software;

11.19.2 The Operator shall maintain a stock of spare On-Bus Equipment as agreed with the Authority and relevant third-party service providers. The spare stock shall be held in a secure location, which shall meet any relevant PCI requirements;

11.19.3 The Operator shall asset track any spare stock movements in and out of the secure location;

11.19.4 The Operator shall do a stock check of all spares locations every Reporting Period and report the results to the Authority and relevant third-party service provider.

11.19.5 Ad hoc stock checks shall also be requested on occasion by the Authority or service providers as Service Requests;

11.19.6 In the event that the agreed trigger level of spares as defined in the relevant transition plan has been reached then the Operator shall inform the Authority's relevant third-party service provider via a Service Request;

11.19.7 Where a fault is detected with On-Bus Equipment which results in the equipment not functioning as required, the Operator shall notify the Authority and relevant service provider via Service Request to invoke the repairs process;

11.19.8 The Operator shall replace any faulty On-Bus Equipment from the spares stock;

11.19.9 The Operator shall ensure that all On-Bus Equipment contains the correct software and configuration. For example, for ticketing this may include hotlists/actionlists/fare structures and for AVL this may include the bus configuration and latest VDV;

11.19.10 When the On-Bus Equipment contains operational data (for example AVL Recorded Data), the Operator shall follow all relevant and agreed processes for the retrieval of data from the device and for onward submission to the Authority;

11.19.11 The Authority or Service Providers will raise a Service Request when they identify missing operational data. The Operator shall respond to the Service Request within the response and resolution times as outlined in Table B.1 in Annex F of Schedule 31 (Authority Systems, Data Processes);

- 11.19.12 The Operator shall identify suitable staff ("1st Line Staff") and shall make these staff available for initial training by the Authority or the Authority's third-party service providers in 1st level support of faulty On-Bus Equipment or associated software, which shall include but not limited to removal and replacement of faulty On-Bus Equipment and the configuration of same to agreed procedures;
- 11.19.13 The Operator shall raise an Incident to the Authority or relevant third-party service provider for any software or system issues associated with the On-Bus Equipment prioritised as detailed in Table A.2 in Annex E of Schedule 31 (Authority Systems, Data Processes).
- 11.19.14 The Operator shall raise a Service Request to the Authority or relevant third-party service provider for any On-Bus Equipment fault as detailed in Annex F of Schedule 31 (Authority Systems, Data Processes). The Operator shall include the following information in the service request – device type, serial number, the bus vehicle number and details of the failure and any remediation steps taken.
- 11.19.15 The Authority or Service Providers will raise a Service Request when they identify an On-Bus Equipment fault. The Operator shall respond to the Service Request within the response and resolution times as outlined in Table B.1 in Annex F of Schedule 31 (Authority Systems, Data Processes).
- 11.19.16 The Operator shall follow all relevant processes to facilitate the repair, maintenance and replacement/update of On-Bus Equipment. This may include on-site visit for repair or collection or the return of the equipment to the third-party service provider.
- 11.19.17 The Operator shall pay the Authority the cost of repair or replacement of any damaged or lost On-Bus Equipment other than in the case of fair wear and tear.
- 11.19.18 The Operator shall maintain and review the hardware and software Asset inventories on an ongoing basis with 100% of all Asset classes recorded;
- 11.19.19 The Operator shall ensure that all Network Buses and On-Bus Equipment is maintained to an agreed preventative maintenance process;
- 11.19.20 The Operator shall utilise the available On-Bus Equipment monitoring tools on a daily basis to identify both faulty equipment and equipment that indicates a potential fault;
- 11.19.21 The Operator shall ensure the satisfactory operation of the required On-Bus Equipment that is necessary for the on-bus systems to function correctly. This will include ensuring that the odometer, antenna and the door open and close indicators are fully functional.

## **11.20 Operator Responsibilities in relation to maintenance of Ticketing System**

- 11.20.1 Prior to the NGT Commencement Date the Operator shall be responsible for the Ticketing System across the Operator's fleet of Network Buses. When a Network Bus migrates to NGT, the relevant clauses in Schedule 31 will take precedence and the clauses for existing Ticketing System in this section will be removed via Variation.
- 11.20.2 The Operator shall identify suitably-trained staff ("Ticketing Hardware 1<sup>st</sup> Line Staff") in 1<sup>st</sup> level support of faulty ticketing equipment, which shall include removal and replacement of faulty ticketing equipment to the Operator's Ticketing System supplier for repair, or to the Authority's NGT supplier as applicable following the NGT Commencement Date.
- 11.20.3 The Operator shall ensure that Ticketing Hardware 1<sup>st</sup> Line Staff are responsible for 1<sup>st</sup> level support of faulty ticketing equipment, which shall include removal and replacement of faulty ticketing equipment within 2 hours of identification of the issue.

- 11.20.4 In the event that the agreed trigger level of spares has been reached then the Operator shall inform the Operator's Ticketing System supplier by email, and shall inform the Authority by email.
- 11.20.5 The Operator shall manage and keep safe from damage spare equipment at each Operator Property where Network Buses are held. The ticketing equipment shall be held in a local powered rack where available.
- 11.20.6 The Operator shall facilitate inspections by the Authority or its agents of the ticketing equipment (including NGT equipment) and shall make available any maintenance records, meeting minutes, correspondence and reports that the Authority requires in relation to the ticketing equipment.

#### **11.21 Operator Responsibilities in relation to maintenance of AVL System**

- 11.21.1 Prior to the NG AVL Commencement Date the Operator shall be responsible for the provision and maintenance of the AVL System across the Operator's fleet of Network Buses. When a Network Bus migrates to NG AVL, the clauses in Schedule 31 will take precedence and the relevant clauses for existing AVL in this section will be removed via Variation.
- 11.21.2 The Operator shall identify suitably-trained staff ("AVL System 1<sup>st</sup> Line Staff") in the correction and import of Operator supplied data.
- 11.21.3 The Operator shall ensure that AVL System 1<sup>st</sup> Line Staff are responsible for the correction and import of Operator supplied data, and equipment reset as required.
- 11.21.4 All other software or system issues shall be notified by the Operator to the Operator's AVL System supplier by phone, or email or by creating a ticket on the Operator's supplier's web-based reporting tool (if applicable), within 30 minutes of identification of an issue.
- 11.21.5 In the case of a software or system issue which has a severe impact on on-line or real-time functionality, including, but not limited to:
- a) loss of entire system functionality;
  - b) critical software error in on-board equipment;
  - c) one or more inoperable dispatcher workstations;
  - d) failure of communication with a significant number of Network Buses; or
  - e) failure of WLAN system;
- then the Operator shall also notify the Authority by email within 30 minutes of identification of the issue.
- 11.21.6 The Operator shall identify suitably-trained staff ("AVL Hardware 1<sup>st</sup> Line Staff") in 1<sup>st</sup> level support of faulty AVL equipment, which shall include removal and replacement of faulty AVL equipment to the Operator's AVL system supplier for repair, or to the Authority's AVL System supplier as applicable following the NG AVL Commencement Date.
- 11.21.7 The Operator shall ensure that AVL Hardware 1<sup>st</sup> Line Staff are responsible for 1<sup>st</sup> level support of faulty AVL equipment, which shall include removal and replacement of faulty AVL equipment within 2 hours of identification of the issue.
- 11.21.8 In the event that the agreed trigger level of spares has been reached then the Operator shall inform the Operator's AVL system supplier by email, and shall inform the Authority by email.



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

#### **11.22 Ticket Equipment Data**

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

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

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

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

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

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

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

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

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

11.24.2 Data connectivity for Passenger Wi-Fi Services to be provided by the Operator shall be 3G or 4G enabled or greater and any future installations shall be 5G enabled or greater.

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

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

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



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

- 11.26.1 The Operator shall have procedures in place to ensure internal and external security of its own computer systems and of the data, including, without limitation, procedures for preventing unauthorised access, preventing, detecting and excluding viruses, Trojan horses, worms, time bombs, spyware or other computer programming code or defects that are intended to damage the computer systems or data, compromise computer security or disrupt services and/or loss of data and for taking and storing on-site and off-site back-up copies of software and data.
- 11.26.2 The Operator shall take appropriate security measures against unauthorised access to, or unauthorised alteration, disclosure or destruction of, personal data, in particular where the processing involves the transmission of data over a network and against all other unlawful forms of processing and that it shall take all reasonable steps to ensure that persons employed by the Operator are aware of and comply with the relevant security measures as aforesaid.

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

- 11.27.1 The Operator shall operate and maintain the Passenger Wi-Fi Services equipment to the appropriate industry standard, and shall manage the maintenance of Passenger Wi-Fi Services equipment and network to ensure that the Passenger Wi-Fi Services performance standards set out in paragraph 19.13 of Schedule 19 are met.
- 11.27.2 The Operator shall provide reports to the Authority each Reporting Quarter on the overall status of the Passenger Wi-Fi Services.

#### **11.28 Passenger Wi-Fi Services and Data Protection**

- 11.28.1 The Operator shall comply with the Data Protection Acts and Clause 7 and Schedule 30 of this Agreement.
- 11.28.2 To the extent that the operation of the Passenger Wi-Fi Services involves the processing by the Operator of Personal Data controlled by Authority, the Operator shall:
- (a) only collect and process the personal data strictly in accordance with applicable laws including without limitation the Data Protection Acts, the terms of this Contract and Authority's instructions from time to time;
  - (b) take appropriate technical and organisational security measures against unauthorised or unlawful processing of and access to, or unauthorised alteration, disclosure, loss, damage or destruction of, personal data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and to ensure that persons employed by the Operator and other persons at the Operator's facilities at which the Services are provided are aware of and comply with the relevant security measures aforesaid;
  - (c) not disclose or permit the disclosure of the personal data to a third party in any circumstances other than at the specific request of Authority or as required by law;
  - (d) implement such technical and organisational security measures to guard against the loss, destruction, corruption, unauthorised disclosure or alteration of personal data as are required to comply with its obligations under the Data Protection Acts;
  - (e) promptly comply with any request from Authority requiring the Operator to amend, transfer or delete the personal data;

- (f) keep a record of any processing of personal data it carries out on behalf of Authority;
- (g) promptly inform the Authority if any personal data is lost or destroyed or becomes damaged, corrupted or unusable. The Operator shall restore such personal data at its own expense; and
- (h) indemnify the Authority and keep the Authority fully and effectively indemnified and hold the Authority harmless from and against all awards, costs, damages, claims, demands, interest, expenses, losses and liabilities of whatsoever nature (including legal costs) arising out of or in connection with or consequent upon any breach by the Operator, its officers, employees, servants, agents or sub-contractors, of this paragraph 11.28

11.28.3 The Operator shall immediately notify the Authority of any breach of its obligations under this paragraph 11.28.

#### **11.29 Passenger Wi-Fi Services records**

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

#### **11.30 Network Asset Reporting**

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

#### **11.31 Authority Network Asset Return**

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

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

- (a) return all Authority Network Assets in the condition required by paragraph 11.32 (the "Return Condition") (except when so otherwise agreed between the Parties) at a location to be determined by the Authority and that the Operator receives at least 5 days notification of the return location unless otherwise agreed with the Authority; or
- (b) allow the Authority to remove Authority Network Assets in the Return Condition from the Operator Site or other such Approved location; or
- (c) pay to the Authority a sum equal to the full replacement value in respect of any Authority Network Assets not returned.

### **11.32 Return Condition**

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

- (a) free from any Encumbrance and in good repair, appearance and in roadworthy conditions, fair wear and tear excepted; for the avoidance of doubt, the conditions set out in Annex D to this Schedule, while not exhaustive, constitute acceptable fair wear and tear return conditions and unacceptable fair wear and tear return conditions.
- (b) each Authority Network Bus must hold a valid Commercial Vehicle Roadworthiness Certificate valid for a minimum of 12 weeks post the agreed returned date and be in such a condition as to pass all requirements of the Commercial Vehicle Roadworthiness Test;
- (c) each Authority Network Bus must hold a valid Motor Tax Certificate valid for a minimum of 12 weeks post the agreed returned date.
- (d) all Routine Maintenance activities must be completed by the Return Date;
- (e) all Corrective Maintenance activities must be completed by the Return Date;
- (f) All Authority Network Bus Warranty Repair activities commenced during the Contract Period shall be completed by the Return date unless otherwise Approved;
- (g) all items of property (including but not limited to any Operator specific signs and notices) shall be removed unless with the prior Approval of the Authority;
- (h) all modifications made to the Authority Network Assets shall be removed and the Authority Network Asset shall be reinstated to its condition prior to such modification unless with the prior Approval of the Authority; and
- (i) the Maintenance System and all licences, access permission etc. and all records relating to the Authority Network Assets, including original documentation where required, shall be provided;

(collectively the "Return Condition").

### **11.33 Exit Condition Inspection**

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

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

11.33.3 Within 4 weeks of the inspection the Authority (or such other persons as the Authority may nominate) shall issue the Exit Condition Report to the Operator.

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

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

11.33.6 Upon the final Exit Condition Report being issued by the Authority (or such other persons as the Authority may nominate), it shall be the “Condition Report” for the purposes of this Schedule and the Operator shall comply with it.

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

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

#### **11.34 Return**

11.34.1 On the Return Date, the Authority (or such other persons as the Authority may nominate) shall inspect the Authority Network Assets, with the Operator in attendance.

11.34.2 Following the inspection, if the Authority (or such other persons as the Authority may nominate) determines that the Authority Network Assets

- (a) comply with the Return Condition, the Return Date is deemed to have occurred in respect of those Authority Network Assets;
- (b) do not comply with Return Condition, the Authority may:
  - i. require the Operator to carry out any outstanding or further remedial/replacement works at its own cost; in which case the Operator shall pay to the Authority €500 ) by way of liquidated damages for each day (or part thereof as a result of the Authority Network Bus for every day that the Authority Network Bus is unable to be returned to the Authority in the condition required by this Schedule and the Return Date is deemed to have occurred in accordance with (a); the Authority acting reasonably, shall facilitate prompt access by the Operator to the Authority Network Bus; or
  - ii. require the Operator to return the Authority Network Asset without the remedial/replacement works and recover from the Operator the reasonable costs of carrying out such works (to be established by the Authority) in which case the Operator shall pay to the Authority €500 by way of liquidated damages for each day (or part thereof) for every day that the Authority Network Bus is unable to be returned to the Authority in the condition required by this Schedule and until the Return Date is deemed to have occurred in accordance with (a).

#### **11.35 Authority Network Bus Disposal**

11.35.1 An Authority Network Bus may need to be withdrawn from service prior to the Return Date, either because the Authority Network Bus is beyond economic or permitted repair following an incident or because the Authority Network Bus has exceeded its efficient operational life. In such instances, the approval of the Authority to commence disposal of the Authority Network Bus shall be sought by the Operator.

11.35.2 The Authority may elect to dispose of the Authority Network Bus by competitive sale or scrapping.

11.35.3 Where disposal is by competitive sale, the exact form of competitive sale to be adopted (e.g. tender, auction, etc.) will be determined by the Authority at the time of disposal.

- 11.35.4 The Authority reserves the right to request that the Operator administer the competitive sale of the Authority Network Bus, with the proceeds of the sale, minus an administration fee payable to the Operator, becoming payable by the Operator to the Authority upon completion of the sale.
- 11.35.5 In the event that the Authority Network Bus remains unsold or the proposed sale cannot be completed for some reason, the Authority reserves the right to request that the Operator advertises the Authority Network Bus for competitive sale again or that the Operator contracts with a specialised treatment facility that will scrap the Authority Network Bus.
- 11.35.6 Where the Authority has elected to scrap an Authority Network Bus that is beyond economic or permitted repair following an incident, the Authority's Representative shall engage with the Operator to determine the amount of compensation payable to the Authority by the Operator.
- 11.35.7 Where the Authority has elected to scrap an Authority Network Bus, the Authority reserves the right to request that the Operator contracts with a specialised treatment facility that will scrap the Authority Network Bus.
- 11.35.8 Where the Operator has contracted with a specialised treatment facility for the scrapping of an Authority Network Bus, all proceeds from the scrapping of the Authority Network Bus, plus the compensation payable to the Authority in respect of the Authority Network Bus (where applicable), minus an administration fee (agreed in advance with the Authority) payable to the Operator, shall be payable by the Operator to the Authority upon receipt by the Operator of the Certificate of Destruction.
- 11.35.9 Where an Authority Network Bus has been approved by the Authority for disposal prior to the Return Date, the Operator shall ensure the following tasks are completed by the relevant Party at least seven (7) calendar days prior to the Authority Network Bus being advertised for sale or the Authority Network Bus leaving the custody of the Operator, whichever occurs earlier:
- (a) The Authority's Transport Fleet Management (TFM) team, or its agent, shall liaise with the Operator to ensure that all onboard equipment and other items that are the property of the Authority (and that are deemed to have further life in them) are removed from the Authority Network Bus;
  - (b) The Operator shall ensure that all onboard equipment and other items that are its property are removed from the Authority Network Bus;
  - (c) The Operator shall ensure that all onboard equipment and other items (that have not already been removed from the Authority Network Bus by the Operator, or by the Authority, or their agents) that contain, or could potentially contain, sensitive data are cleansed of that data in accordance with the Operator's data protection policy and the relevant sections of the Authority's Records Retention and Destruction Policy;
  - (d) The Operator shall ensure that all Transport For Ireland and Operator branding (including all signage) is removed from the exterior and interior of the Authority Network Bus; and
  - (e) Where the Authority Network Bus is being scrapped, the Operator shall ensure that all parts that would assist with the continued operation of other Authority Network Buses or other Buses owned by the Authority are removed from the Authority Network Bus; where the Authority requires these spare parts to be transferred to another depot and/or operator, the Authority's TFM team shall arrange the transfer of the spare parts.

### **11.36 Accessibility Requirements**

- 11.36.1 The wheelchair ramp shall be checked on a daily basis before a Network Bus enters service. Where such ramp is found to be inoperable during this check, the Network Bus shall be withdrawn from service and shall not re-enter service until it has been repaired.
- 11.36.2 The Operator shall switch off on-board audio or visual announcements temporarily where these are not working correctly and such defects should be repaired within 5 Business Days. If both audio and visual announcements are not working correctly, the vehicle shall not re-enter service until it has been repaired.

### **11.37 Refurbishment of Network Buses**

- 11.37.1 The Operator shall facilitate the undertaking of a “mid-life” refurbishment to certain Authority Network Buses if required by the Authority. The Authority reserves the right not to provide additional Authority Network Buses to the Operator to support this activity, in which case the Operator shall be expected to manage with its existing spares holdings. Details of the timing and scope of the refurbishments shall be provided in advance by the Authority, taking into account availability of spare fleet. The Authority reserves the right to request that the Operator procures and contracts for the mid-life refurbishment of Authority Network Buses. Costs associated with the mid-life refurbishment of Authority Network Buses will be borne by the Authority, but funding may be administered by way of capital grants to the Operator.

### **11.38 Maintenance Activity Review**

- 11.38.1 The Authority intends to undertake a detailed review of Operator maintenance activities and practices during the lifetime of this Agreement. The Operator shall cooperate and facilitate such a review and provide all information that may be reasonably requested by the Authority or its agents in undertaking such a review.
- 11.38.2 The Authority may, arising from the findings of this review, identify adjustments or improvements to maintenance activities and, where agreed with the Operator, may seek to implement such changes by way of a Variation in accordance with Schedule 23.

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

1. **Authority Network Buses to be provided:** see Schedule 3 Network Bus Specification - Annex A Table A1

**2. Ticketing System**

To be confirmed prior to NGT Commencement Date

**3. AVL System**

To be confirmed prior to NGAVL Commencement Date.

**ANNEX B1**

**FORM OF THIRD PARTY WARRANTY**

**DATED the [ • ] day of [ • ]**

**(1) Volvo Group UK Limited  
(as Contractor)**

**(2) THE NATIONAL TRANSPORT AUTHORITY**

**and**

**(3) [OPERATOR]  
(as Operator)**

**THIRD PARTY WARRANTY**



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

**BETWEEN:**

- (1) **Volvo Group UK Limited**, a company incorporated under the laws of the United Kingdom, with company registration number 02190944 and having its registered office at Volvo Bus Corporation, Wedgnoek Lane, Warwick, CV34 5YA (the “**Contractor**”);
- (2) The **NATIONAL TRANSPORT AUTHORITY** having its principal office at Dún Scéine, Iveagh Court, Harcourt Lane, Dublin 2, D02 WT20 Ireland (the “**NTA**”); and
- (3) [**OPERATOR**] a company incorporated under the laws of [ • ] and having its registered office at [ • ] (the “**Operator**”).

**WHEREAS:**

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

**NOW IT IS AGREED** that in consideration of the payment of one Euro (€1.00) by the Operator to the Contractor, receipt of which the Contractor acknowledges:

**1. Definitions and Interpretation**

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

1.2 In this Third Party Warranty:

“**Equivalent Document**” means:

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

“**Warranties**” means:

- (c) in the case of the Contract, Clause 4 and Clause 15 of the Framework Agreement; and
- (d) in the case of this Third Party Warranty, Clause 2 and Clause 3 of this Third Party Warranty;

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

**2. General Warranties**

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

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

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

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

**3. Warranty and Remedying of Defects**

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

3.2 Without prejudice to Clause 3.1, the Contractor warrants to the NTA that the Buses shall be suitable and fit for the purposes and capable of the performance required of them in accordance with a Contract and all equipment used in the manufacture of the Buses shall be manufactured and constituted in a good workmanship manner with material of good quality.

3.3 The Contractor will meet the cost of any repairs, replacements or other making good of defects in accordance with Clause 3.1, except where such repair, replacement or making good was necessary to remove any accessory or fitment not expressly approved in writing by the Contractor from a Bus or

contemplated by a manual or instructions previously issued by the Contractor, in which case the NTA shall pay the reasonable cost for such work and for any work of reinstatement.

3.4 The Contractor shall:

- (a) provide the Operator with as much prior notice of the proposed time and method of remedying the defects as the circumstances reasonably permit; and
- (b) comply with any directions of the Operator in relation to its proposed time and method of completion of remedying the defects.

3.5 The Operator shall notify the Contractor of any defects as soon as practicable after the defect is discovered and in any event prior to the expiry of the applicable Warranty Period.

3.6 The warranty contained in Clause 3.1 shall not apply to:

- (a) any defect which arises by reason of:
  - (i) fair wear and tear;
  - (ii) nuisance, misapplication, overloading, improper adjustment, faulty workmanship or wilful neglect by the NTA or the Operator or their servants or agents;
  - (iii) deterioration resulting from failure to provide proper protection and storage facilities after Delivery of the Bus;
  - (iv) fitment of unsuitable body work attachments or accessories;
  - (v) failure to carry out maintenance in accordance with the Contractor's recommendations; or
  - (vi) any deliberate or negligent or accidental damage by the Operator; or
- (b) any defect caused by a repair or replacement carried out other than by a distributor or dealer who has been approved by the Contractor except where consent for such repair or replacement was given by the Contractor.

3.7 Forthwith upon receipt of a valid warranty notification in writing from the Operator of a defect in any Bus, the Contractor shall elect to either replace the defect complained of or to repair such defect, and shall advise the Operator (copying the NTA) of its decision in this regard within two (2) Working Days of the matter first being notified to it.

3.8 If the Contractor elects to repair a defect under the terms of its warranty, it must promptly effect such repair.

3.9 The Operator acknowledges that the warranty provided in Clause 3.1 is subject to the limitations and conditions set out in paragraph 3 of Appendix 1.

3.10 Where the Operator is satisfied that the Contractor has made good any defects specified in a notice given under clause 3.1 or clause 3.5, it shall notify the Contractor in writing that such defects have been made good and the defect shall be taken to be remedied for the purposes of this Third Party Warranty from the date of such notice.

3.11 If any defect is not remedied promptly after the Operator notifies the Contractor of the defect, the Operator may, with the prior written consent of the Contractor (which consent shall not be unreasonably withheld or delayed), remedy or repair the defect or procure the remedying or repair of the defect, without prejudice to the warranties contained herein and in Schedule Five of the Framework Agreement or to any other right or remedy which the Operator may have, and the costs of such remedy or repair shall be paid by the Contractor.

- 3.12 If, during the Warranty Period, a defect is discovered in the Buses which can be rectified by a part or component replacement, the Operator may, with the prior written consent of the Contractor (which consent shall not be unreasonably withheld or delayed), remedy the defect through making or procuring such replacement and the costs of replacement, installation and/or testing shall be paid by the Contractor. The Contractor shall not be liable for defects or damage to the Buses arising solely due to faulty installation of such part or component by the Operator or their respective agents or consultants unless attributable to advice or instruction given by the Contractor.
- 3.13 To the extent that the Contractor has received the benefit of any warranties from any sub-contractor or supplier of any parts, components, equipment or goods which extend beyond the Warranty Period, the Contractor shall (to the extent that the Contractor is legally able to do so), assign the benefit of all such warranties to the Operator if requested to do so by the Operator.
- 3.14 Notwithstanding the expiry of the Warranty Period, the Contractor shall remain liable for the making good of any defect notified to the Contractor prior to the Warranty Period expiring.
- 3.15 If, prior to the date which is two years after the Delivery Date of the last Bus the subject of any Contract, a defect in a Bus manifests itself in a similar manner in twenty percent (20%) or more of the total number of Buses delivered at that time under the Contract and the NTA is requiring that any work necessary to remedy the cause of and make good that defect, or to prevent it developing, be done by the Contractor forthwith at the Contractor's own expense to each such Bus which has already been delivered to the Operator pursuant to the relevant Contract, notwithstanding that the particular defect may not have developed or become apparent in all those Buses, the Operator shall facilitate the Contractor in carrying out such works.
- 3.16 If, with respect to any design elements or structural techniques, any defect is revealed in any Bus after the Warranty Period has expired, the Contractor shall:
- (a) forthwith on receipt of a request from the Operator, carry out such examination and tests as may be necessary to determine the cause of the defect; and
  - (b) furnish the Operator with the result thereof and with all relevant technical information and instructions necessary to enable the Operator to remedy the defect.
- 3.17 Where a part or component part of a Bus is replaced by the Contractor, or the cost of replacement of such part or component part is borne by the Contractor, the part or component part which has been removed shall become the Contractor's property.
- 3.18 Where a defect is repaired, replaced or otherwise made good by the Contractor in accordance with clause 3.1, the terms of this Third Party Warranty shall apply to such repaired or replaced part for the remainder of the applicable Warranty Period.
- 3.19 The Operator's remedies under this Clause 3 shall be without prejudice to any other rights and remedies of the Operator under this Third Party Warranty, at law or otherwise.
- 4. Training, Spare Parts and Information**
- 4.1 The Contractor shall provide training in the use and maintenance of the Buses to such personnel as the Operator may nominate if and to the extent required to do so by the NTA in accordance with the relevant contract between the NTA and the Contractor.
- 4.2 The Contractor undertakes to maintain available for purchase by the Operator at reasonable cost spare parts for the Buses for a period ending on the earlier of:
- (a) fifteen (15) years from the date of the Third Party Warranty; and
  - (b) its ceasing to operate the Buses for the NTA.
- 4.3 The Contractor reserves the right to make improvements in or alterations to the materials, specification, dimensions, design, production, packaging, or finish of spare parts and the availability

of spare parts as improved or altered shall constitute discharge of the Contractor's obligations under Clause 4.1, provided that the Contractor warrants to the Operator that such spare parts so improved or altered:

- (a) shall be suitable for use in the Buses; and
- (b) shall be the same or better quality than the spare parts originally used.

4.4 Within fourteen (14) days of any request from the Operator, the Contractor shall supply to the Operator free of charge and written in the English language all technical drawings and specifications of all chassis structural parts, body panel, glass and structural drawings, together with service information and maintenance specifications, inclusive of all relevant updating documents which relate to the Buses, including spare parts, for the Buses.

4.5 All drawings and prints supplied by the Contractor to the Operator in connection with this Third Party Warranty shall remain the property of the Contractor but the Operator shall be entitled to use the same as necessary for the purposes of this Third Party Warranty and the operation and use of the Buses.

**5. Software**

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

**6. Special Tools**

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

**7. Indemnities/insurances**

7.1 Clauses 18, 20.4, 20.5, 20.6 and 20.8 of the Framework Agreement are incorporated into this Third Party Warranty, provided that any reference to "Third Party Operator" shall be construed as referring to the Operator.

7.2 Each of the parties to this Third Party Warranty agree and acknowledge that the NTA, the Contractor and Operator are each entitled to, and subject to, the rights, entitlements, obligations and liabilities of clauses 18, 20.4, 20.5, 20.6 and 20.8 of the Framework Agreement, as incorporated in this Third Party Warranty (as modified in accordance with clause 7.1).

7.3 The Contractor acknowledges that:

- (a) it is liable to pay the full amount of any deductibles or excess amounts payable under the policies of insurance required to be provided pursuant to Clause 20 of the Framework Agreement; and
- (b) nothing in this clause or the Framework Agreement limits, or shall be deemed to limit, the obligations, liabilities or responsibilities of the Contractor under this Third Party Warranty or otherwise. .

**8. Intellectual Property**

8.1 Clause 19 of the Framework Agreement are incorporated into this Third Party Warranty, provided that any reference to "Third Party Operator" shall be construed as referring to the Operator.

8.2 Each of the parties to this Third Party Warranty agree and acknowledge that the NTA, Contractor and Operator are each entitled to, and subject to, the rights entitlements, obligations and liabilities of clause 19 of the Framework Agreement, as incorporated in this Third Party Warranty (as modified in accordance with clause 8.1).

9. **Confirmation of Consent**

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

10. **Governing Law and Jurisdiction**

10.1 This Third Party Warranty shall be governed by and construed in all respects in accordance with the laws of Ireland.

10.2 The parties hereto agree to submit to the exclusive jurisdiction of the Courts of Ireland as regards any claim or matter arising out of or in relation to this Third Party Warranty.

11. **Counterparts**

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

**SIGNED** by [insert name] \_\_\_\_\_

for and on behalf of the **Contractor**

**SIGNED** by [insert name] \_\_\_\_\_

for and on behalf of the **NTA**

**SIGNED** by [insert name] \_\_\_\_\_

for and on behalf of the **Operator**

## **Appendix 1**

### **Warranty Periods**

#### **1. Warranty Period**

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

- (a) in relation to the structure of the Buses, the Warranty Period is 12 years parts and labour.
- (b) in relation to the flooring of the Buses, including rot proofing, the Warranty Period is 12 years parts and labour.
- (c) in relation to corrosion resistance of the Buses, the Warranty Period is 12 years parts and labour.

#### **2. Commencement of Warranty Period**

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

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

#### **3. Limitations and Conditions**

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

- (a) an inspection of the corrosion resistance of such Bus by the Contractor and the Operator at the end of three (3) years after the relevant Delivery Date (or such other date as may be agreed), and annually thereafter; and
- (b) re-treatment of the corrosion resistance of the Buses by, or on behalf of, the Operator in accordance with the Contractor's written guidelines.

3.2. The warranty provided by the Contractor in respect of the upper and lower saloon flooring of the Buses shall be subject to:

- (a) an inspection of the flooring of the Buses by the Contractor and the Operator at the end of three (3) years after the relevant Delivery Date (or such other date as may be agreed), and annually thereafter; and
- (b) any damage to the underseal of the Buses being promptly remedied by, or on behalf of, the Operator in accordance with the Contractor's written guidelines.

## **ANNEX B2**

### **FORM OF THIRD PARTY WARRANTY**

**The following warranties will apply to WrightBus Single Deck buses**

#### **Warranty Periods**

##### **1. Warranty Period**

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

- (c) in relation to the structure of the Buses, the Warranty Period is 12 years parts and labour.
- (d) in relation to the flooring of the Buses, including rot proofing, the Warranty Period is 12 years parts and labour.
- (e) in relation to corrosion resistance of the Buses, the Warranty Period is 12 years parts and labour.

##### **2. Commencement of Warranty Period**

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

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

##### **3. Limitations and Conditions**

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

- (h) an inspection of the corrosion resistance of such Bus by the Contractor and the Operator at the end of three (3) years after the relevant Delivery Date (or such other date as may be agreed), and annually thereafter; and
- (i) re-treatment of the corrosion resistance of the Buses by, or on behalf of, the Operator in accordance with the Contractor's written guidelines.

3.2. The warranty provided by the Contractor in respect of the upper and lower saloon flooring of the Buses shall be subject to:

- (j) an inspection of the flooring of the Buses by the Contractor and the Operator at the end of three (3) years after the relevant Delivery Date (or such other date as may be agreed), and annually thereafter; and
- (k) any damage to the underseal of the Buses being promptly remedied by, or on behalf of, the Operator in accordance with the Contractor's written guidelines.



## Annex C: Passenger Wi-Fi Services

### PART 1: OPERATOR RESPONSIBILITIES

#### 1. Overview of operator responsibilities

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

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

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

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

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

- Remote monitoring and management of each - hardware, software and communications
- Remote problem diagnosis and resolution of incidents
- Passenger Wi-Fi service configurations and security settings
- Software and firmware updates
- Cellular data software and firmware updates
- Quality testing of the passenger Wi-Fi system
- Coordinating corrective maintenance
- Support for preventive maintenance

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

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

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

4.3 The Operator will ensure the following customer response times in relation to passenger Wi-Fi services:

- Phone answered, with menu options within 10 seconds, 99% of time
- Phone answered by person within 60 seconds, 95% of time.
- Email response within 2 Business Days of receipt

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

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

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

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

- Average user session length, and data usage per session for the Period;
- Total amount of data sent and received in Period
- Any data use limits set if applicable.

## 6. Equipment Failures

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

## 7. Wi-Fi management system failures.

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

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

## **8. Passenger web portal**

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

## **9. Security**

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

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

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

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

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

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

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

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

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

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

**(i) Specification of the Wi-Fi equipment**

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

Key Features of the Moovbox M340

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

Key Features of the Moovbox M220

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

- E-Mark, FCC, CE compliance

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

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



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

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

Internal Passenger Information Displays	Wear caused by normal everyday use causing light scratches and scuffs	Inoperative or partially operational of Passenger Information Displays. Dim lighting displays.
External Information Displays	Wear caused by normal everyday use causing light scratches and scuffs	Inoperative or partially operational of Information Displays. Dim lighting displays.
<b>Exterior</b>		
Tyres	All tyres to be returned with a tread depth in such condition to comply with all legal requirements and manufacturers recommendations	Moderate sidewall or tread damage to tyres. No open cuts to tyre surfaces. No uneven tyre wear.
Wheels	Light scratches and scuffs to wheel hubs, rims and trims.	Extensive scratching and damage to the wheel hubs, rims and trims.
Bodywork: Livery/paintwork	Very minor fading of paint due to age or weather. Minor differences in paintwork due to use of repainted or replacement panels.	Faded, worn flaking or blistering paintwork. Faded or missing TFI livery logos. Discernible difference in paintwork between replacement panels. Patchwork of repaired panels or repaired body work. Brush/roller painted repairs. Missing PRM-W/C/emergency exit signage.
Bodywork: Scratches, and Scuffs	Scratches and scuffs to bumpers, stone chippings on the front and low sides of the vehicle and minor scratches to paintwork if the paint surface is not broken	Any scrapes or scratches that expose underlying material and/or repainting and/or filling is necessary to repair the scrape or scratch.
Bodywork: damage	Isolated minor dents where the surface of the underlying material is not exposed.	Multiple dents, holes, cracks or other impact damage to bodywork or bumpers. Nonmatching replacement panels. Damage to panels caused by defective repair. Poor alignment of panels
Corrosion	Light corrosion caused by normal use.	Moderate corrosion from any cause.
Mirrors	Light scratches and scuffs to the mirror casings and arms	Missing, cracked or damaged mirrors glass. Heavy scratches, scuffs or damages to the mirror casings, arms and covers. Mirror head/glass cannot be adjusted.
Lights and lenses	All lights and lenses to be intact and operational.	Any broken, cracked or inoperative lamps and lenses.

Doors and Trim	Door opening mechanism to be fully operational	Doors either fully or partially inoperative. Missing step edging and inserts. Emergency exit labels and switches. Missing TFI livery. Any missing/damaged door seals
Windscreen, window panes	No chips or cracks in glass panels. All glass panels to be fitted correctly, secure and watertight. All windows must open fully.	Chips and cracks in any piece of glass. Any etching to glass. Any broken glass panels. Any missing/damaged window seals/cracked sealant.
Wheelchair ramp	Light dents to the covers on ramp that do not affect the operation. Minor colour fading to ramp surface.	Ramp either fully or partially inoperative, inclusive of override manual function. Sharp edging of frame. Missing step trim and inserts. Voice warning announcements.
<b>Interior</b>		
Notices	All manufacturer or safety notices provided on bus to be returned or replacements provided.	Operator specific notices. Missing or damaged manufacture or safety notices.
Seats	Normal upholstery wear caused by day to day use. Minor scratches to seat backs, sides and frames where caused by normal day-to-day use.	Soiled, dirty, torn or burnt seat fabric. Repairs in different fabric type, or different colour fabric used. Fraying or tearing repairs. Heavily scratched seating frames. Deformed seating frame. Repaired seating frames using different materials. Faulty or missing tip up mechanisms required for designated tip up seating. Etching and/or graffiti on seat backings.
Flooring	Normal wear to flooring caused by everyday use.	Heavily worn and faded. Any cuts lifting or sagging of flooring/lino. Repair in non-matched colours. Any trip hazards caused by repairs. Missing trims/step edging. Softness/sponginess of floor.
Hand and grab rails	Worn finishes where caused by normal day-to-day use	Deformed, heavily scratched hand and grab rails. Any non-colour matched repair. Any repair using different type of materials and Non-OEM fixings.
Bell pushes	Wear caused by normal everyday use.	Any element of missing or broken equipment. System inoperable.
Drivers' cab	Normal wear caused by day-to-day use to surfaces, dashboard, switches, steering wheel.	Any damage to the steering wheel, dashboard or instrument panels. Defective switches, non-operative lights, switches, gauges. Steering wheel adjustment inoperative. Missing fixings, loose or damaged surrounding panelling. Non-OEM fixings.

	Worn finish to driver's seat where caused by normal day-to-day use. Seat mechanism operational. Doors operational. No cracks, damage or scratches to drivers assault screen.	Driver seat badly deteriorated, torn or damaged coverings. Seat mechanism either partially or fully inoperative. Assault screen, cracked, damaged or excessively scratched so as to impair vision. Missing door/assault screen locks and inoperative mechanisms.
Panels, (vertical and ceiling) and partitioning	Normal wear caused by day-to-day use to panels and surfaces.	Damaged, stained, burnt, heavily scratched, etched panels. Repairs with, for example but not limited to, Non-OEM fixings) or non-matching materials. Poor alignment.
Heating system (Driver and passenger)	Operative, all parts present.	Partially or fully inoperative.
Interior Lighting	Normal wear caused by day-to-day use to panels and surfaces.	Damaged, stained, burnt, heavily scratched, etched panels. Missing, damaged or inoperative Missing trims/finishers. Cracked/sharp lenses
All safety features, including but not limited to:  Fire suppression system;  Break glass devices;  Escape exits; Sensitive Edge  Halt Brake	All present and fully operative	Missing, damaged or inoperative.

**Annex E – Problem Management****Problem Resolution Time (PI)**

The following table shall be used by the Operator to aid the prioritization of Problems.

Problem Severity Level
<p>P1</p> <p>Examples of P1 problems are:</p> <ul style="list-style-type: none"> <li>• Suspicion or detection of an unknown cause of one or more incidents by the Service Desk, resulting in a Problem record being raised – the Service Desk may have resolved the incident through a workaround but has not determined a definitive cause and suspects that it is likely to reoccur, so the Service Desk will raise a Problem record to allow the underlying cause to be resolved.</li> <li>• Alternatively, it may be immediately obvious from the outset that an incident, or incidents, has been caused by a major problem, so a Problem record will be raised without delay.</li> <li>• Analysis of an incident by a technical support group which reveals that an underlying problem exists, or is likely to exist.</li> <li>• Automated detection of an equipment or application fault, using event/alert tools automatically to raise an incident which may reveal the need for a Problem record.</li> </ul>
<p>P2</p> <p>Examples of P2 problems are:</p> <ul style="list-style-type: none"> <li>• A notification from a supplier or contractor that a problem exists that has to be resolved.</li> <li>• Analysis of incidents as part of proactive Problem Management – resulting in the need to raise a Problem record so that the underlying fault can be investigated further.</li> </ul>
<p>P3</p> <p>Examples of P3 problems are:</p> <ul style="list-style-type: none"> <li>• A process is overly manual and would benefit from automation/process improvement or innovation to transform it.</li> </ul>

**Annex F – Fleet Database**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 11 - Operation and Maintenance of Network Assets](#)

**Annex G – Operator Site Plans**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 11 - Operation and Maintenance of Network Assets](#)

**Annex H – Lease Agreement**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 11 - Operation and Maintenance of Network Assets](#)

**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 their policing of the Network to comply with all Legal Requirements.
  - (b) proactively managing anti-social behaviour on the Network and vandalism of Network Assets
  - (c) reporting crimes and offences on the Network, and aiding the investigation and detection of those crimes and offences
  - (d) establishing and participating in An Garda Síochána meetings and community meetings where appropriate
  - (e) enforcing all relevant Bye-laws
- 12.1.3 The Operator shall implement security systems, ensure that all CCTV Equipment, alarms and fencing are properly maintained, and carry out patrols to protect the Network Assets against vandalism and trespass.

## **12.2 Security Management Plan**

- 12.2.1 The Security Management Plan shall be updated at regular intervals, and at least annually to accompany the Annual Contract Review, taking into account:
- (a) the experiences of passengers as revealed by customer satisfaction surveys, focus groups, passenger complaints and comments and any other information source that provides information on the experience of passengers
  - (b) any advice from An Garda Síochána and any other authority on reducing crime and disorder in relation to public transport
  - (c) the views of the Authority

## **12.3 Vandalism**

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

## **12.4 Security Training**

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



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

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

## **SCHEDULE 13: CUSTOMER CARE**

**13.1 Customer Action Plan and Charter**

- 13.1.1 The Operator shall prepare and keep updated a Customer Charter in line with the Customer Action Plans and Charters guidelines provided on gov.ie and shall provide them to the Authority for approval as part of the Customer Service Policy.
- 13.1.2 The Customer Charter shall set out the Operator commitments to passengers using the Network, and shall incorporate the relevant performance requirements set out in this Agreement, and in particular, the performance targets set out in Schedule 19.
- 13.1.3 The Operator shall incorporate a summary of passenger rights under EC Regulation 181/2011 in the Customer Charter and shall set out the procedure for making passenger complaints in relation to passenger rights, including contact details, Operator response times and the process for appeals to the Authority, including contact details, in case of dissatisfaction with Operator response.
- 13.1.4 The Operator shall amend the Customer Charter to meet changes in Authority requirements, which the Authority may require from time to time. The Operator may propose improvements for prior approval by the Authority (such approval not to be unreasonably withheld or delayed).
- 13.1.5 The Operator shall ensure that copies of the Customer Charter are displayed and available for download in accessible PDF format in Irish and English on the Operator website. if the Operator chooses to provide one, and provided in these formats to the Authority for its website

**13.2 Customer Service Policy**

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

**13.3 Customer Comments, Complaints, and services**

- 13.3.1 The NTA will provide a Consolidated Contact Centre (CCC) to provide first line customer contact services via voice, virtual assistant, live chat, webforms, , social media and letter, Where a contact is taken by the CCC that requires a level of support that only the Operator can provide, that contact will be escalated to the Operator. The Operator shall ensure that any escalations from the Consolidated Contact Centre in relation to comments and complaints received from customers and members of the public regarding the Services are investigated in line with the procedures set out in Annex B and responded to within the KPIs outlined in Schedule 19. All comments, queries and complaints shall be recorded in the case management solution provided to the Operator by the Consolidated Contact Centre operator. In the instance where there are direct communications between the CCC and the Operator, tools including voice and instant message (Chat) shall be used. Microsoft Teams is the Authority's preferred platform for instant message (Chat). However, the Operator may implement a different solution, providing it allows relevant Operator Staff, relevant NTA Personnel and Contact centre staff to collaborate in real time.
- 13.3.2 Customers and members of the public shall be advised, by means of a message to that effect on all Network Buses, and on the Operator Website, that they may submit comments or complaints on the Services to the CCC as per Annex A.
- 13.3.3 The Operator shall ensure that procedures for dealing with customer comments and complaints are communicated to all customer-facing staff, so that comments are dealt with in a consistent manner by all customer-facing staff.

- 13.3.4 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. This shall include but not be limited to ensuring procedures are in place to receive and respond to complaints from people who do not use computers/apps.
- 13.3.5 Where the Operator is required to assist the Authority in responding to queries received from public representatives, the Department of Transport or any other Government Department or Relevant Department in relation to the Services, the Operator shall provide such information within 5 Business Days of receipt of the request, or sooner in the case of queries requiring a more urgent reply as notified by the Authority, acting reasonably,
- 13.3.6 On request the Operator shall provide the Authority with all correspondence, comments and queries received from public representatives, the Department of Transport or any other Government Department or Relevant Authority in relation to the Services. The Operator shall provide this within three Business Days of receipt, or sooner in the case of correspondence that requires an urgent reply or the urgent attention of the Authority. On request, the Operator shall provide the Authority with a draft copy of any proposed response to such correspondence, for the approval of the Authority, prior to issue. The Authority may decide to issue a response in addition to, or instead of, the Operator response. In this case the Operator will assist the Authority in providing material for reply in a timely manner, on Authority request. The Operator shall maintain and make available to the Authority a register of such queries and responses, in a format and update frequency to be agreed with the Authority.

#### **13.4 Accessibility for customers with disabilities and older persons**

- 13.4.1 The Operator shall:
- (a) Comply with the EU Accessibility Act: S.I. No. 636 of 2023 – EU Accessibility Requirements of Products and Services which includes websites, Apps, electronic services, transport services information, terminals and audio/visual media services.
  - (b) Set out in an accessible format, complying with WCAG 2.1 Level AA as a minimum requirement, for posting on its website, if it has one, or provide to the Authority for posting on its website, setting out clearly:
    - i. its policy regarding accessibility for customers with reduced mobility or who have a particular difficulty when using the Network, including older customers, customers with disabilities or special needs, pregnant women, young children and people accompanying them and customers with heavy or cumbersome baggage.
    - ii. the different types of accessibility assistance offered by the Operator or the Authority to customers, and how and where to avail of this assistance.
- 13.4.2 The Operator shall appoint and make available an Access Officer to attend meetings on a quarterly basis, or as required, with the Authority and other public transport operators.
- 13.4.3 The Authority's Consolidated Contact Centre (CCC) agents will receive passenger requests in relation to accessibility assistance. The CCC Agent will then transfer the case to the Operator to fulfil the request see Annex B of this Schedule.
- 13.4.4 The Operator shall ensure that an option to speak to an accessibility officer or delegate by telephone is made available to a customer unable to use alternative modes of communication.
- 13.4.5 The Operator shall assist customers with disabilities, reduced mobility or older persons needs when requested by such customers. The Operator shall publicise the fact that such assistance is available,

including on its website, if it has one. Complaints or requests in relation to customer accessibility matters will be received by the CCC and will be notified to the Operator's Access Officer, as per process outlined in Annex B. These cases will be reported by the Operator to the Authority in its Quarterly Accessibility Reports.

- 13.4.6 The Operator shall ensure that all relevant staff receive disability awareness training that identifies the needs of customers with disabilities or older persons as set out in paragraph 13.8.
- 13.4.7 The Operator shall organise and attend quarterly meetings of a disability user group, which shall comprise Operator and representatives from various disability user-groups in Ireland and other public transport operators in Ireland, as required by the Authority. The aim of the disability user group will be to identify issues of concern to passengers with disabilities or older persons and to improve their travel experience on the Network. If requested, the Operator shall arrange for visits by disability user groups to familiarise themselves with the Network.
- 13.4.8 The Operator shall assist the Authority in its attendance at meetings of the Department of Transport Accessibility Consultative Committee (ACC), or any replacement committee.
- 13.4.9 The Operator shall prepare an Annual Accessibility Report and submit the Report to the Authority no later than the end of March of the following year. The Report shall address at a minimum Operator performance and progress in the previous year in:
- a) ensuring that the Services are accessible to those with disabilities;
  - b) complying with S.I. No. 636 EU Accessibility Requirements of Products and Services. which include Websites, Apps, electronic services, transport information, self service terminals and audio visual media services.
  - c) ensuring communications to a person with a hearing or visual impairment are provided in an accessible format;
  - d) ensuring information provided electronically is compatible with adaptive technology;
  - e) ensuring published information relevant to persons with intellectual disabilities is made available in easy to read formats;
  - f) implementation of any other accessibility initiatives;
  - g) addressing customer accessibility requests, including numbers and categories of requests received, and any significant matters arising in relation to handling of these requests.
- 13.4.10 The Operator shall prepare a Quarterly Accessibility Report and submit it to the Authority within 20 Business Days of the end of each Reporting Quarter. The report shall cover Operator progress in the previous quarter in relation to the items listed in paragraph 13.4.9 above. It shall also include:
- a) An action plan, to be updated each Quarter, setting out current and proposed initiatives in relation to accessibility improvements for customers and progress made in implementing current initiatives;
  - b) An action plan to address the findings of any Authority-commissioned audits of the Services carried out during that Quarter, which shall be unannounced and be carried out by people with disabilities and older people. The Authority shall produce a report which shall outline the results of these audits, identifying any issues raised during these audits.

- c) Number, location (stop/station and Route), and category of customer accessibility requests or complaints received;
- d) Any issues encountered by Operator in addressing requests or complaints to the satisfaction of customers; and
- e) Any failures to meet customer requests or customer complaints made in relation to the accessibility requirements set out in this section, or in Schedule 19.

13.4.11 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) by the Operator, which provides the statutory basis for making public services and information accessible to people for all public bodies.

13.4.12 The Operator shall provide the Authority with operational procedures to assist people with disabilities or older persons in the event of unplanned service disruptions as part of its Customer Service Policy. The Authority may subsequently require amendments to the approved procedure or the Operator may propose amendments to the approved procedure for the approval of the Authority.

### **13.5 Lost Property**

13.5.1 The Operator shall carry out the standard operating procedures (at Annex B to this Schedule 13) for dealing with lost property found on the Network and shall communicate these procedures to all customer-facing staff. The procedures shall be included in the Customer Service Policy.

13.5.2 The procedures shall ensure that lost property found by, or handed in to, the Operator’s staff on the Network is brought to a secure location, logged and returned using the lost property system provided by the CCC operator.

### **13.6 Social Media**

13.6.1 The CCC shall provide customer support for social media channels as per Annex B.

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

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

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

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

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

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

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

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

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

### **13.8 Disability Awareness Training Requirements**

13.8.1 JAM Card Training shall be provided to all new customer facing staff, with renewal of training every three years for all customer facing staff.

13.8.2 Disability Awareness Training shall be provided on induction of all relevant staff and renewed every 3 years to all customer facing staff. It shall include:

- a) How to make the public transport service accessible for all, including
  - i) Legal requirements
  - ii) Universal design for everyone
  - iii) Barriers faced by Passengers
  - iv) Access to Building / services
  - v) Customer Services
  - vi) Accessible communications (written, verbal and digital);
- 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 hidden disabilities, but not limited to:

1. Mobility issues for all ages, for older people and people with mobility aids.
2. Wheelchair users
3. Dementia
4. Visual impairments
5. Hearing impairments
6. Speech disorders
7. Mental Health issues
8. Learning difficulties
9. Autism
10. Parkinsons Disease
11. Brain injuries
12. All hidden disabilities.

13.8.3 The training should include staff meeting a range of people with varying real-life experiences to tell their own barriers they have faced on public transport.

13.8.4 The Operator shall provide renewal training provided to existing customer-facing staff every year to remind staff of all of the above, which may be done in a webinar or video format and should also include stories from older persons and people with disabilities.

### **13.9 Customer Satisfaction Surveys**

13.9.1 The Authority shall undertake Quarterly Customer Satisfaction Surveys which will outline general Passenger sentiment across the Network. The Authority shall provide a Quarterly report (the "Customer Satisfaction Survey Report") to the Operator and present the results on a moving annual average basis, incorporating the results from the preceding 4 Quarters. The results will be categorised into Very Satisfied, Fairly Satisfied, Neither Satisfied Nor Dissatisfied, Not Very Satisfied and Not At All Satisfied.

13.9.2 The Authority shall undertake bi-annual mystery shopper surveys, carried out by people with disabilities and older persons. The Authority shall provide reports following completion of these surveys, with any issues identified during the surveys being categorised.

13.9.3 Where the Moving Annual Average aggregate of Very Satisfied and Fairly Satisfied in a given Quarter falls below 80%, or there is a 10% drop in this result, or where issues are identified during the surveys outlined in paragraph 13.9.2 above, the Operator shall provide the Authority with a plan (the "Customer Satisfaction Improvement Plan") setting out measures aimed at addressing the reduction in Passenger satisfaction across the Network. Where issues are identified during the surveys outlined in paragraph



13.9.2 above, the Operator may provide the Authority with a plan setting out measures aimed at addressing the issues identified.

- 13.9.4 Where a Customer Satisfaction Improvement Plan is required in accordance with paragraph 13.9.3 the Operator shall provide a draft Customer Satisfaction Improvement Plan to the Authority within 20 Business Days of receipt of the Quarterly Customer Satisfaction Report. The Authority shall approve or give comments on the draft within 10 Business Days of its receipt of the draft. If the Authority comments on the draft plan, the Operator shall consider the comments received and revise and submit the draft plan within 10 Business Days of its receipt of the Authority's comments. The Authority shall either approve the revised draft or make comments on the revised draft within 5 Business Days of its receipt. If the Authority comments on the revised draft, the process contemplated by this paragraph shall be repeated until the Authority approves the relevant revised draft provided that the period for submission of the revised draft and for approval or comment by the Authority shall be 5 Business Days in each case. If the Authority does not approve or make comments on the revised draft within 5 Business days of submission of the revised draft by the Operator to the Authority the revised draft shall be deemed to be Approved.

**Annex A: Contact points for the Consolidated Contact Centre (CCC)**

Details of how the Operator and/or customers or members of the public can contact the Consolidated Contact Centre shall be provided to the Operator.

## Annex B: Operator responsibilities for customer contact support and case resolution

### Consolidated Contact Centre (CCC) definition

The Consolidated Contact Centre (CCC) is a multi channel customer contact centre provided by the NTA to the Operator under the Transport for Ireland (TFI) brand in order to support public transport customers. It provides first line customer contact services via voice, virtual assistant, live chat, webforms, social media, and letter.

### Operator Personnel

The Operator shall provide customer support personnel for CCC query, escalation, complaint, and back office support as follows:

- Query support: for customer queries that the CCC does not have the information or expertise to answer
- Case support: to handle customer requests, such as broken or defective travel infrastructure
- Escalations support: to handle customer issues and problems with Operators services that the CCC is unable to resolve without input from the Operator
- Complaints support: to handle customer complaints about Operator services raised to the CCC
- Accessibility support: to provide journey support for customers with disabilities and older persons
- Control Room support<sup>1</sup>: to coordinate communication with the CCC especially when incidents disrupt travel
- Lost property support: to handle and return property lost by travellers on public transport

### Case Management

The Operator shall acknowledge and respond to cases handed over by the CCC, using the case management system provided by the CCC Operator, within the KPIs defined in Schedule 19.

### Standard Operating Procedures

The Operator shall resolve customer cases following the CCC Standard Operating Procedures.

The CCC Standard Operating Procedures shall be updated periodically in consultation with Operator in order to address new case types and customer needs as well as to improve customer service.

The role of the Operator in resolving key customer case types, in line with CCC Standard Operating Procedures is as follows.

<sup>1</sup> The term Operator Control Room refers to a centralized location where transport operations are monitored and controlled, including tracking the movement of vehicles, and ensuring timely and safe service. And which facilitates communication between the central operations team and drivers, station staff, maintenance teams, and the Consolidated Contact Centre (CCC).

## Customer Service Case Management

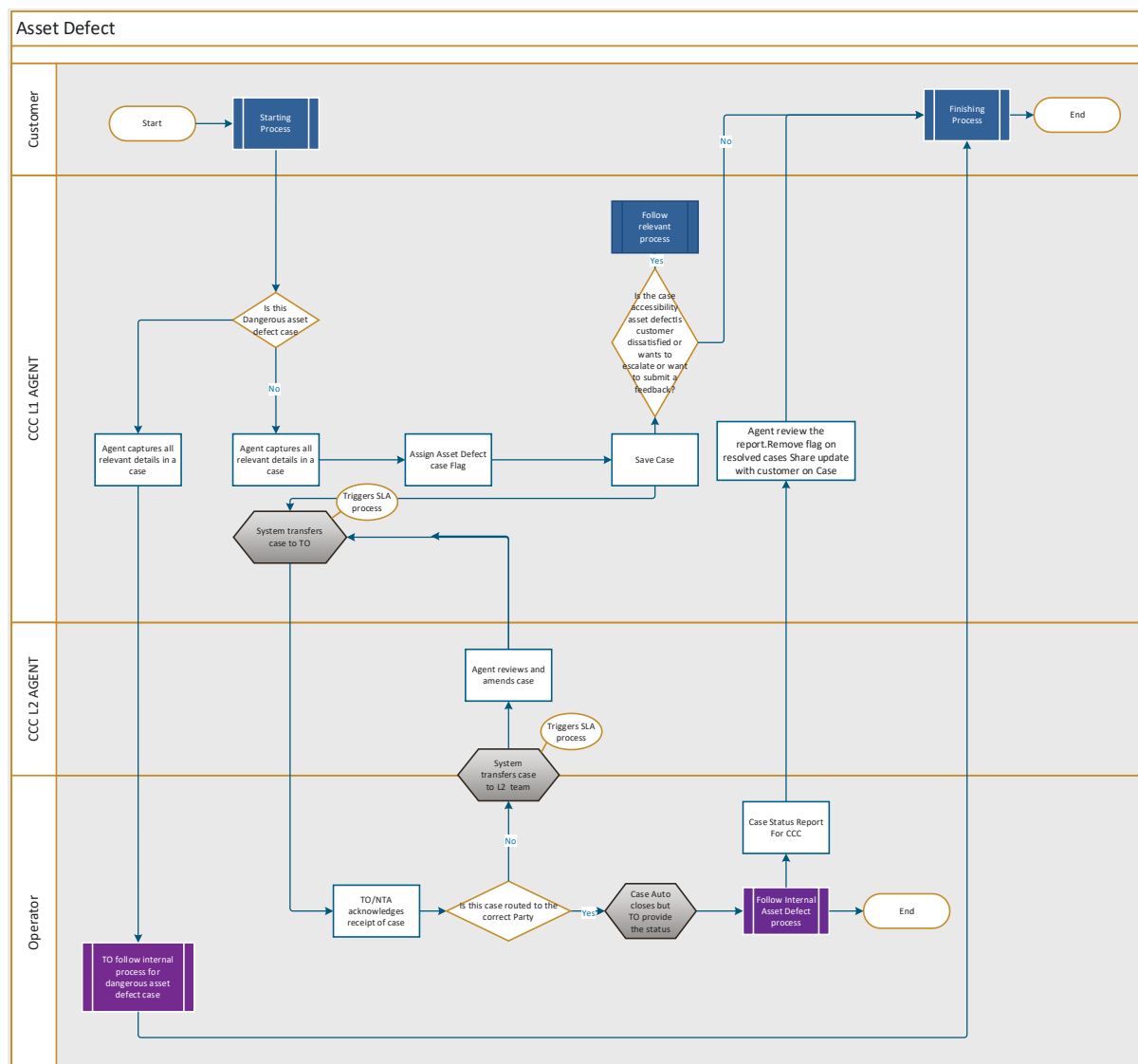
### Case Type 1: Asset Defect

#### Definition

An asset defect case is raised when a customer reports that a Network Asset is not functioning or is broken. Dangerous asset defect cases are raised if damage to travel infrastructure presents a risk of immediate danger to the public – for example smashed shelter, dangerous pole, fallen pole, or sharp hardware.

#### Steps

- Customer contacts the CCC with details of a faulty asset
- CCC Agent captures the details and raises a case in the CCC case management system
- CCC Agent applies Asset Defect flag to the case, the purpose of flag functionality is to enable case tracking, and to provide a means to inform customers about the status of the case, if requested
- CCC Agent transfers the case to the Operator for resolution following the Operator's internal process
- Operator updates the case with resolution status



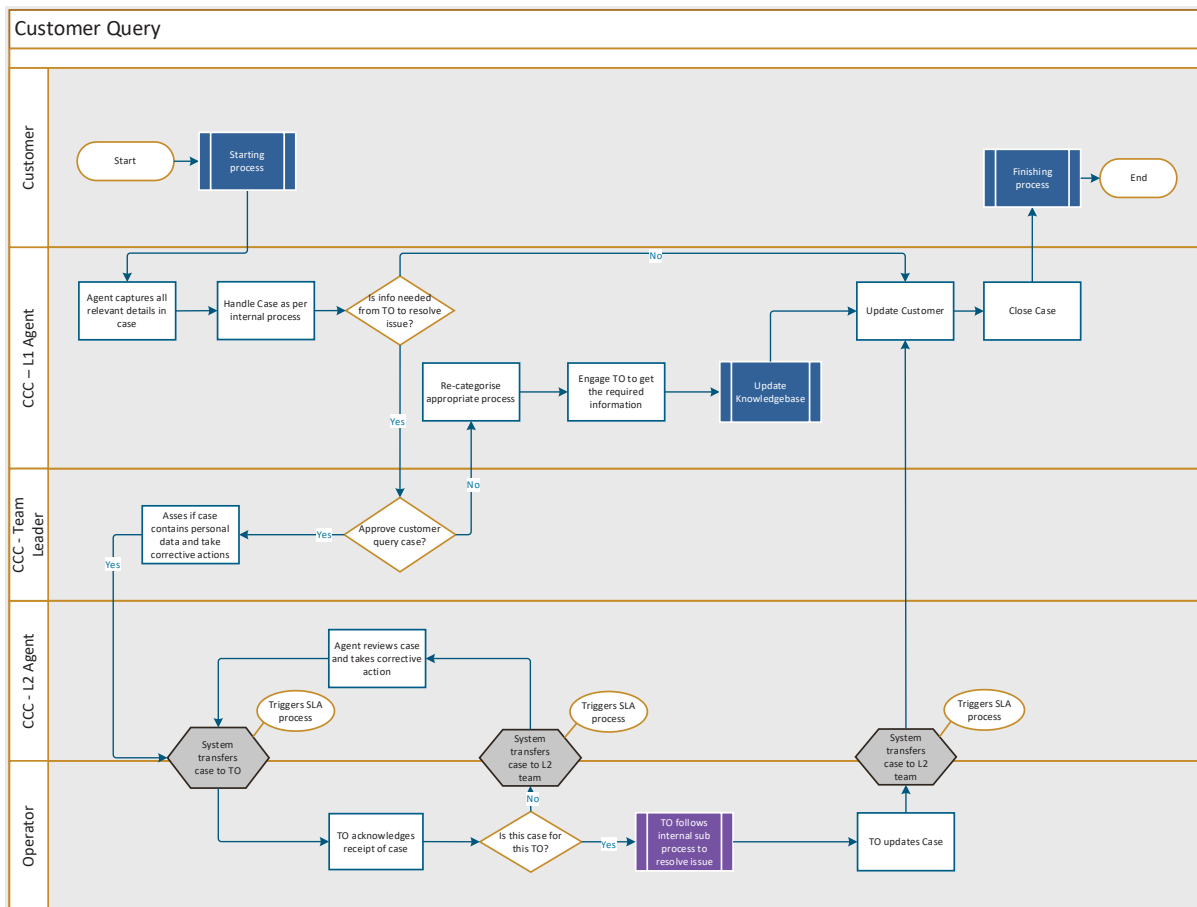
## Case Type 2: Customer Query

### Definition

A customer query case is used to obtain information from the Operator when the answer to the customer's query is not already known by the CCC.

### Steps

- Customer contacts the CCC with a query that requires input from the Operator
- CCC Agent captures the details and raises a case in the CCC case management system
- The case is approved by a CCC team leader
- The case is transferred to the Operator for resolution
- Operator updates the case with required information



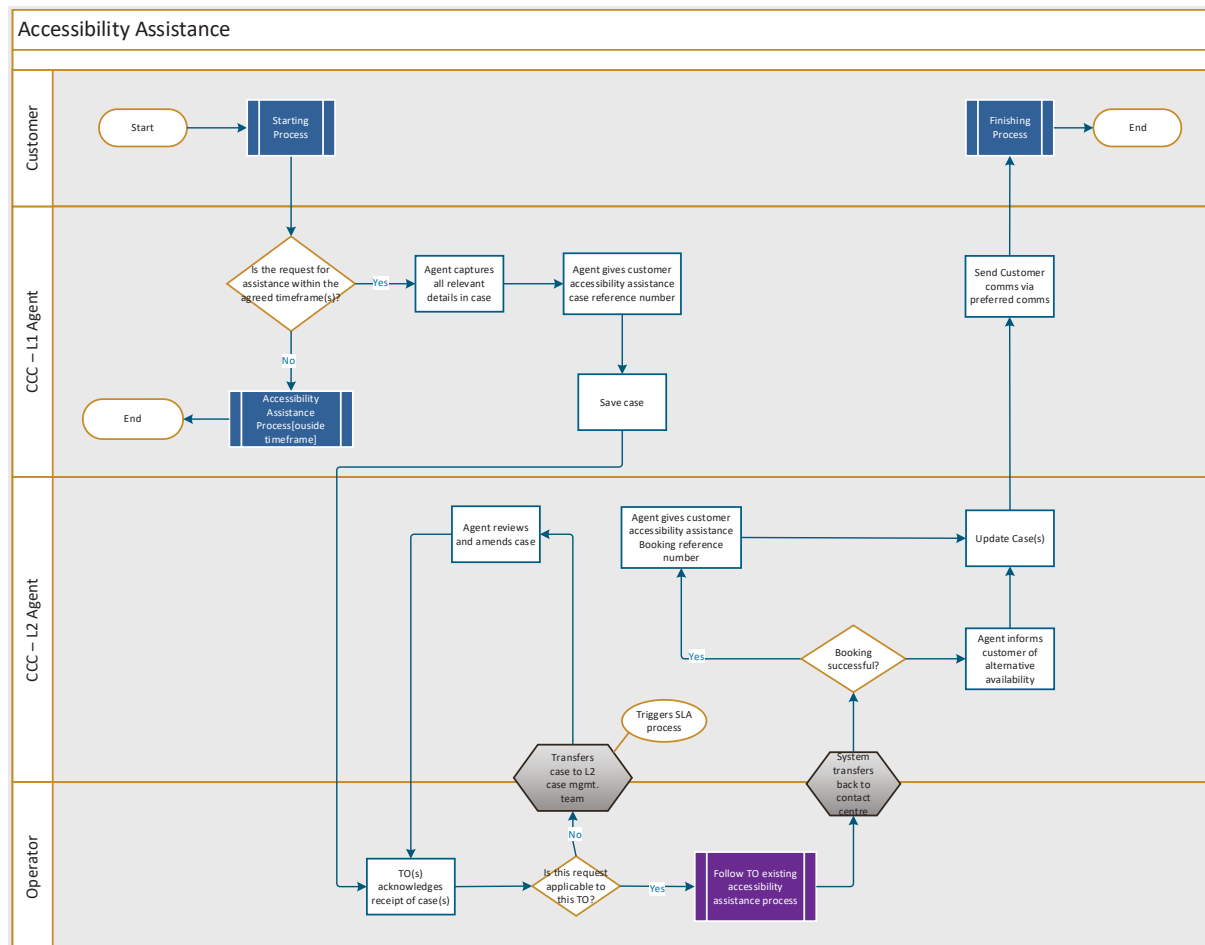
## Case Type 3: Accessibility Assistance

### Definition

An accessibility assistance case is raised when a customer with disabilities or an older person needs to book accessibility journey support

### Steps

- Customer contacts the CCC with an accessibility journey support request
- Agent captures details and raises a case in the CCC case management system
- Agent transfers the case to the Operator who fulfils the request
- Operator updates the case to confirm request



## Customer Sentiment Case Management

### Case Type 4: Escalation Cases

#### Definition

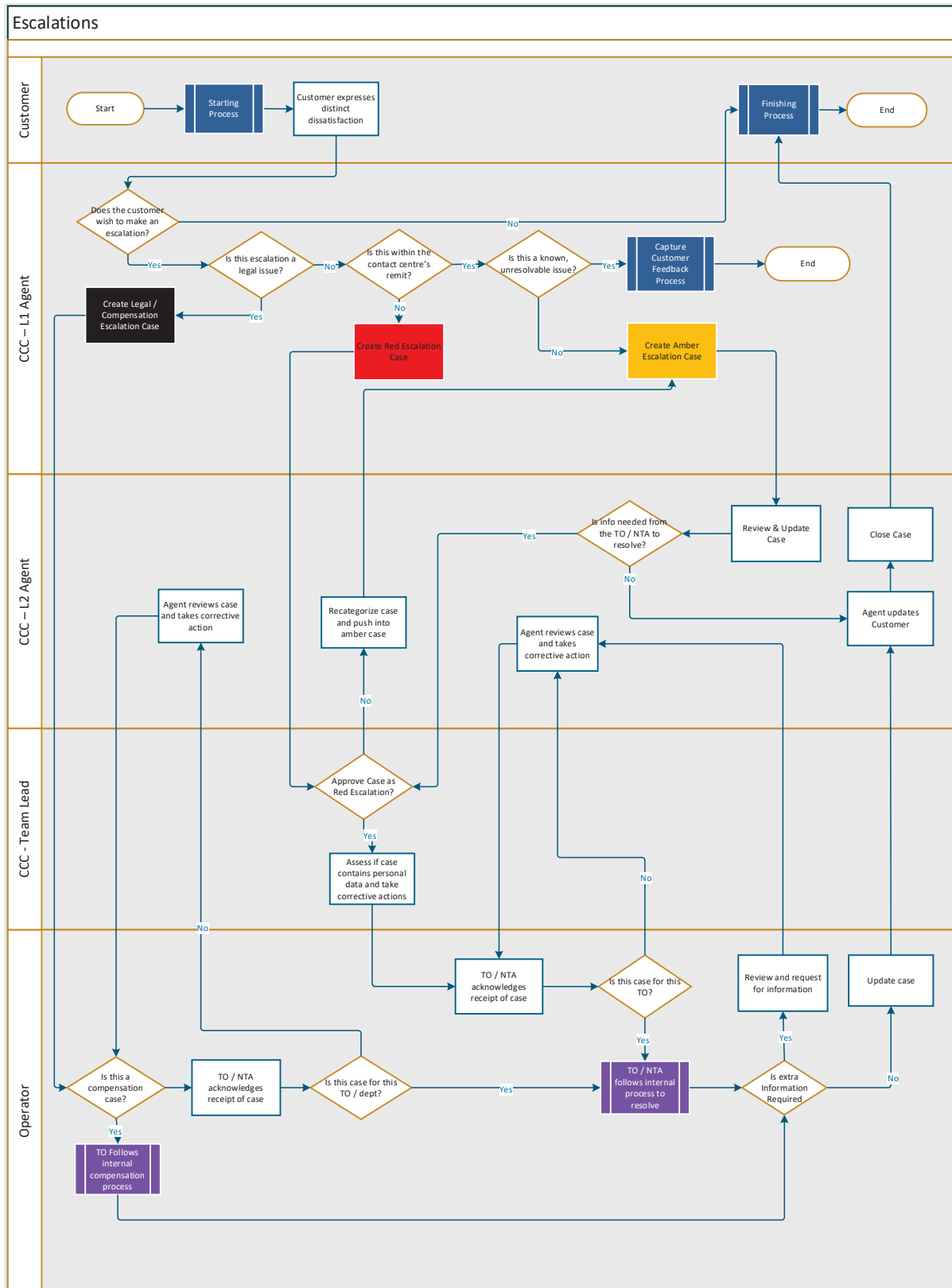
As escalation case is raised when a customer expresses distinct dissatisfaction with Operator service or requests to escalate a matter or issue, they have experienced.

There are three escalation case types:

- Black: covering cases with a legal dimension e.g. A driver has threatened me, and I want to make a legal claim;
- Red: covering cases such as customer dissatisfaction due to unplanned service disruption;
- Amber: covering cases that are handled within the CCC and do NOT require information from or hand off to the Operator e.g. I am unhappy that [the CCC agent] did not carry out my request for a call back, and my question is still outstanding.

#### Steps

- Customer contacts the CCC to express dissatisfaction with Operator service or requests to escalate a matter or issue;
- Agent captures details and raises a case in the CCC case management system;
- If the case type is Black, the Agent transfers the case to the Operator for resolution following the Operators internal legal process, and the case is automatically closed;
- If the case type is Red, the Agent transfers the case to the Operator for resolution following the Operators internal legal process.





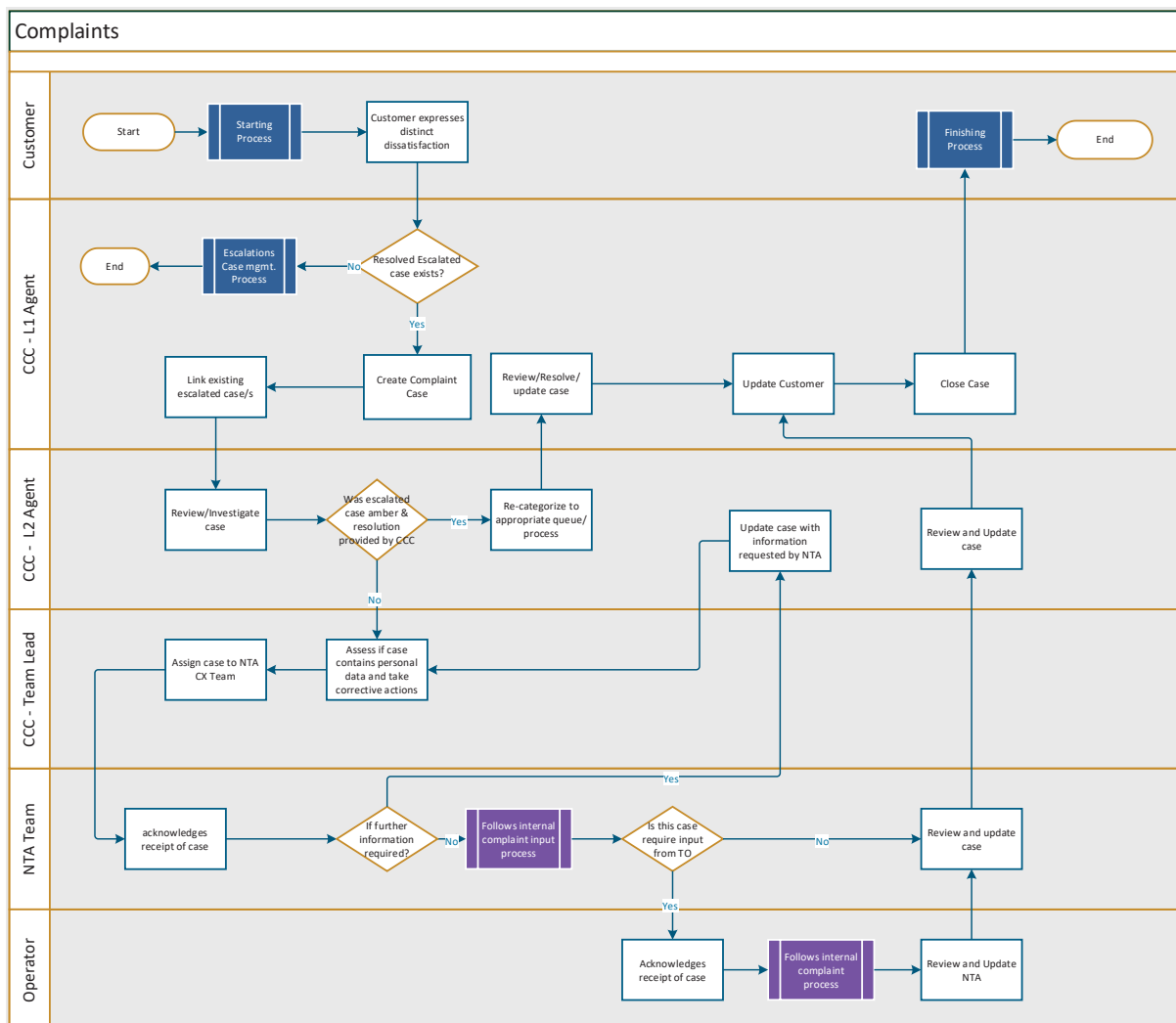
## Case Type 5: Complaint Cases

### Definition

A complaints case is raised when a customer has gone through the escalation case management procedure, but is unhappy with the outcome. These cases are handled by the NTA, with input from the Operator.

### Steps

- Customer contacts the CCC to make a complaint
- Agent checks if the customer's issue has previously been escalated
- Agent captures details, raises a case in the CCC case management system and links the pre-existing escalation case
- Agent transfers the case to the NTA, for handling and resolution
- NTA coordinates with Operator for input on the case, using the case management system



## Incident Management

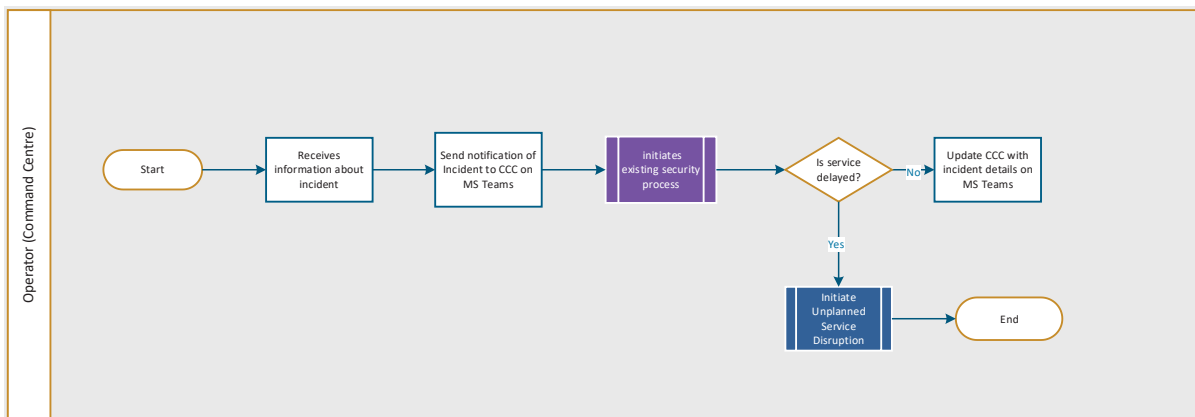
### Incident Type 1: Anti-Social Behaviour

#### Definition

An anti-social behaviour incident is raised when an operator Control Room receives notification of an anti-social behaviour incident from a driver, staff member, or 3<sup>rd</sup> party security firm and notifies the CCC

#### Steps

- Operator receives information about an anti-social behaviour incident
- Operator notifies CCC that an incident has occurred over MS Teams
- Operator initiates internal security process to deal with the incident
- Operator provides regular updates on incident status to the CCC over MS Teams



### Incident Type 2: Planned Service Interruption

#### Definition

A planned Service Interruption incident is raised when an operator provides advance notification of planned Service Interruption to the CCC. Notification is typically given well in advance of the event and not less than 48 hours before the event takes place. Examples include infrastructure maintenance, concerts, sports events, and head of state visits. The CCC will coordinate with the Operator to ensure that a schedule of planned events is prepared and maintained.

#### Steps

- Operator provides advance notification of planned Service Interruption's to the CCC not less than 48 hours before the event takes place
- Operator coordinates with CCC to ensure that a schedule of planned events is prepared and maintained

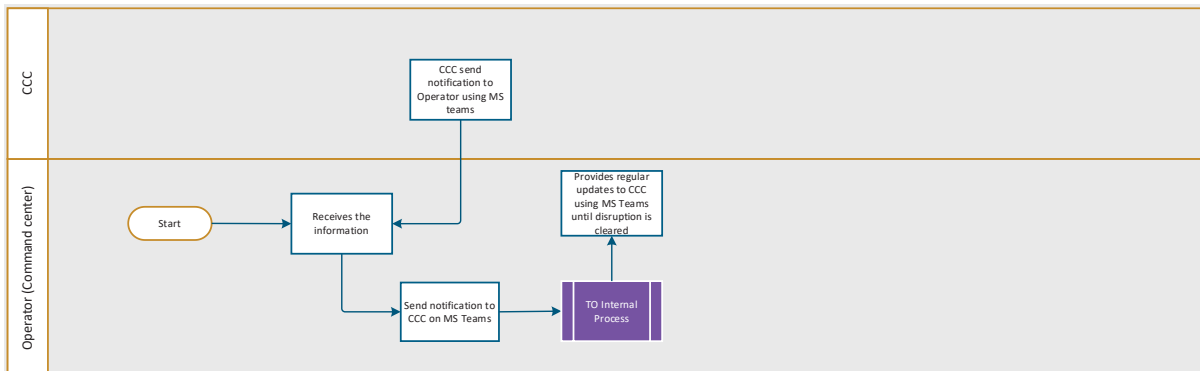
### Incident Type 3: Unplanned Service Interruption Incident

- Definition**

An unplanned Service Interruption incident is raised when the Operator notifies the CCC of an unplanned transport service disruption; or when a customer reports an unplanned Service Interruption incident they witnessed to the CCC, which is verified with the Operator. Examples include flooding disruption, snow disruption, tram derailed, and railway bridge strike.

- Steps**

- Operator receives information about an unplanned Service Interruption incident
- Operator notifies CCC that an incident has occurred over MS Teams
- Operator initiates internal process to deal with the incident
- Operator provides regular updates on incident status to the CCC over MS Teams, until disruption is cleared



## Incident Type 4: Major Service Incident

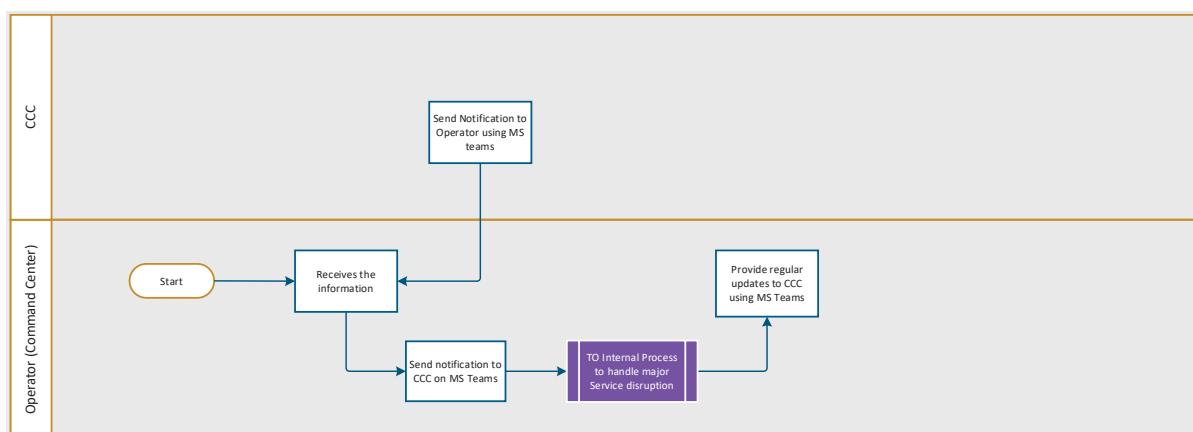
### Definition

A major incident is raised when the Operator notifies the CCC of major incident disrupting service or when a customer reports a major incident they witnessed / experienced to the CCC which is verified with the Operator.

Examples include terrorism threats, terrorism incidents, chemical spills, bomb explosions, unidentified or suspicious objects found, rioting

### Steps

- Operator receives information about major incident disrupting service
- Operator notifies CCC that an incident has occurred over MS Teams
- Operator initiates internal process to deal with the incident
- Operator provides regular updates on incident status to the CCC over MS Teams, until disruption is cleared



## Lost Property Management

### Definition

The CCC shall provide a lost property service to the Operator using a digital lost property system.

Lost property found by, or handed in to, the Operator on the transport network is brought to a secure location, logged and returned using the lost property system

### Steps

- Customer loses property on the network
- Lost property is found by, or handed in to, Operator staff
- Lost property is brought to and stored at a secure location by Operator staff
- Lost property is logged by the Operator on the CCC lost property system
- Customer raises a lost property enquiry on the CCC lost property system using an online form, or by means of a telephone call to the CCC
- The lost property system automatically matches found items with enquiries. When an item is matched, customer is asked to verify the item before it can be claimed.
- Customer retrieves lost item by collecting in person or using the lost property system to arrange courier delivery
- Payment for courier delivery is made by means of an online form on the lost property system
- Operator coordinates with courier to facilitate collection and delivery to customer

- CCC collects unclaimed items from operator lost property locations, on a monthly basis, and processes them following end of life guidelines

## **Social Media**

The CCC shall provide customer contact and support services for the Operator over X (Twitter)

X (Twitter) shall be the primary channel used for customer interactions, Facebook shall be used for broadcasting service updates.

The CCC shall use the TFI handles [twitter.com/TFIUpdates](https://twitter.com/TFIUpdates), and [facebook.com/TransportforIreland](https://facebook.com/TransportforIreland) for customer support.<sup>2</sup>

Customers may use X (Twitter) for all interactions supported by the CCC, including general enquiries, to report asset defects, to raise an escalation; to report anti-social behaviour, and to report lost property.

The CCC shall use social media as part of Travel Service Event management procedures

The CCC shall reply to all direct private messages from customers as appropriate

The CCC shall work closely and liaise regularly with the Operator including the Control Room to ensure communications are flowing both directions in relation to all service updates

The CCC shall undertake social medial communications in relation to incidents during the CCC opening hours and handover to the Operator for out of hours support

The Operator shall not use social media channels for customer support purposes, but may use social media channels for marketing

When a customer contacts the Operators social media channel with a customer support or service interaction, the interaction will be picked up and replied to by CCC agents using the TFI handle

The Authority will ensure CCC agents are trained to manage influencers and sensitive posts to minimize the risks of individual customer complaints creating reputational damage.

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<sup>2</sup> The Operator can use its Facebook channel for no customer support purposes – e.g Marketing and Public Relations

**SCHEDULE 14: CUSTOMER INFORMATION**

**14.1 General****14.2 Operator Website**

14.2.1 Should the Operator, of their own volition, decide to maintain a Website, the Website shall contain at least the following content, in accordance with any design guidelines or requirements issued by the Authority, and as agreed with the Authority:

- (a) Services - Link to the Transport for Ireland website
- (b) Customer Charter
- (c) A full set of bye-laws pertaining to the Services

14.2.2 The Operator shall provide the Website in a responsive website design.

**14.3 Operator Apps**

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

**14.4 Bus Stops**

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

14.4.2 The Authority may designate the Operator as its agent for the provision of customer information at Stops, or for the maintenance or repair of Stop infrastructure, and provision or replacements of Stop infrastructure. In this case, the arrangements for provision of information or stop infrastructure provision and maintenance set out in Annex A and B of this Schedule shall apply.

14.4.3 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 that all destination boards on the exterior of the bus are turned on and functioning correctly and that the correct Route and destination information is displayed on all destination boards. After the AVL Commencement Date, in the event that incorrect information is displayed, the Operator shall report it to the Authority for remediation via Service Request in ServiceNow, or other such mechanism as may be agreed with the Authority from time to time.

14.5.2 The Operator shall ensure that passenger information display units present in the interior of the Network Bus (wherever specified in Annex A of Schedule 3) are switched on and functioning correctly and that the correct next stop information is displayed. After the AVL Commencement Date, in the event that incorrect information is displayed, the Operator shall report it to the Authority for remediation via Service Request in ServiceNow, or other such mechanism as may be agreed with the Authority from time to time.

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

14.5.4 Audio public address (PA) announcements shall be made on board each Network Bus. After the AVL Commencement Date, in the event that incorrect announcements are being made, the Operator shall

report it to the Authority for remediation via Service Request in ServiceNow, or other such mechanism as may be agreed with the Authority from time to time.

- 14.5.5 During an incident, event or roadworks causing significant delay or disruption to Services or during the post incident service restoration process the Operator shall ensure that PA announcements are made on Network Buses affected, advising customers of any delay or disruption to service, the reason for the delay or disruption, the likely duration of the incident, and alternative travel options if applicable.
- 14.5.6 In all cases where a Service is required to divert off route due to an incident, event or roadworks, the Operator shall ensure that PA announcements are made on Network Buses affected in advance of the diversion, and in particular at the stop prior to the commencement of the diversion, advising customers of the upcoming diversion, the reason for the diversion, and alternative travel options if applicable.
- 14.5.7 PA announcements of Services Interruptions, disruptions or diversions should apologise for any delay or disruption caused to customers. The Operator shall ensure that such PA announcements are repeated at regular intervals, and that any change in incident status is announced without delay.

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

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



**Annex A: Customer Information Service Level Agreement**

Refer to Annex B for this combined SLA.

**Annex B: Stop Infrastructure Service Level Agreement**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

Annex to Schedule 14 - Customer Information

**Annex B1: Service Level Agreement**

Refer to the SharePoint location above for this file.

**Annex B2: SLA Resource Plan**

Refer to the SharePoint location above for this file.

**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 ("Point of Contact") 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. The Point of Contact must be suitably informed and competent in all aspects of public transport data management and data formats.
- 1.2 The Operator shall also nominate a deputy officer who will cover the periods when the main Point of Contact is on leave from work.
- 1.3 The Operator shall provide an email address and direct phone numbers for each officer, including mobile number.

**2. Provision of Operator data**

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

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

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

**Annex D: Real Time Passenger Information (RTPI) – Operator obligations****1. Operator Responsibilities****1.1 The Operator shall:**

- a) by using the AVL tools and features, ensure that
  - i. the RTPI data includes information on cancellations, curtailments, diversions and additional services; and
  - ii. the data on unplanned Service Interruptions is included in relevant real time feeds within 15 minutes of notification of disruption to the Control Room
- b) fully support the Authority in its objective of supplying estimated arrival time data for each Service stopping at each Stop at least 99% of the time;
- c) fully support the Authority in its objective of ensuring the RTPI data has an accurate clear down of information when a bus arrives at or departs from a stop;
- d) identify how it will make clear in the RTPI data feed which buses are running on-route but are not 'in-service'; i.e. those for which data should not be presented to passengers;
- e) routinely monitor the accuracy of the time estimation system as provided by the AVL system and make necessary improvements;
- f) ensure that all drivers and garage staff accurately configure and sign-in to the AVL System and other relevant vehicle or depot systems each time that a Network Bus operates a Service;
- g) nominate a contact point to be available to respond to RTPI related queries and requests and public feedback; and
- h) respond to critical RTPI related requests within 24 hours and to non-critical requests or feedback within 5 (five) Business Days.
- i) Meet the obligations set out in Schedule 31 under "AVL Live Data" from NG AVL Commencement Date.

**2. Data Communications****2.1 The Operator is responsible is responsible for the timely uploads of and downloads of data to and from Network Buses as required to ensure the correct functioning of the AVL system.**

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

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

#### 4. RTPI and disruptions

4.1 The Operator is responsible for the preparation of RTPI disruption messages where a service interruption occurs or is expected to occur to a Service or Services operated by the Operator as part of this Agreement, and where the Services Interruption does not affect other bus services operated in the Dublin area.

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

#### 5. Monitoring

5.1 The Authority will collate feedback on the RTPI system based on the public feedback form on the [www.transportforireland.ie](http://www.transportforireland.ie) website and independent surveys, and will send this information to the operator on a regular basis. Where the Authority believes that any deficiencies reported are or may be within the remit of the Operator to resolve (e.g. defective on bus AVL equipment and related elements such as odometers, open / close door contacts and inaccurate or missing data supply to buses) the operator should respond to the Authority within 7 Business Days, categorising any issues identified, proposed remedies and solution implementation timeline.

5.2 The Operator will at all times endeavour to minimise the effect of equipment failures on the timeliness and accuracy of RTPI data for the equipment in its remit by implementing a suitable repair regime that can rapidly identify and correct common failures. This can include (but is not limited to) defective on bus AVL equipment and related elements such as odometers, open / close door contacts and inaccurate or missing data supply to buses. The Operator will provide reports on such failures and the remedial action taken as part of its Quarterly Service Quality Performance Report to the Authority.

5.3 The Authority (acting reasonably) may require additional data on any of the above at any time with a view to improving the RTPI service.

#### 6. RTPI Contact list as at November 2024

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

## **SCHEDULE 15: COMMUNICATION AND PUBLIC RELATIONS**

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

- 15.1.1 The Operator shall submit an Annual Communications and Public Relations Plan for the forthcoming Contract Year to accompany the draft Annual Contract Review, and in the case of the first Contract Year, as part of the Operating Plan. The Plan shall include, but not be limited to:
- a) Proposals for Communications and Public Relations activities relating to its PSO Services, including, but not limited to:
    - a. Fare compliance
    - b. Littering, anti-social behaviour and public vandalism
    - c. Accessibility
    - d. Service changes
    - e. Diversity and Inclusion
    - f. Events and Holiday services.
  - b) Outlining the purpose, communications channels, target audience, commencement date, cost and duration of each proposed activity.
  - c) Proposals for liaison with and participation in meetings of community groups, schools, youth organisations, policing forums and/or other public gatherings on matters relating to the TFI Network and engagement with public representatives at local and national level.
- 15.1.2 The Annual Communications and Public Relations Plan shall include a breakdown of proposed costs, including third party costs, required to implement the plan which need to be approved by the Authority.
- 15.1.3 The Operator shall attend a “Joint Operator Marketing Meeting” every 6 weeks with the Authority and other Operators which will monitor the implementation of the plan.
- 15.1.4 The Operator shall provide information at each Joint Operator Marketing Meeting summarising marketing and public relations activity that took place in the preceding 6 weeks.
- 15.1.5 The Operator shall submit proposals at the Joint Operator Marketing Meeting for marketing and public relations activity that is planned for the coming 12 weeks relating to the implementation of the Annual Communications and Public Relations Plan.
- 15.1.6 The Authority may approve these plans or may require amendments and re-submission of the plans for approval.
- 15.1.7 The Operator shall seek prior approval of the Authority for any promotion, marketing or Public Relations relating to the Services that it intends to undertake on its own behalf.
- 15.1.8 The Operator shall use the Transport for Ireland brand in all marketing and communications related to the Services, in accordance with the Authority’s guidelines issued for time to time.

## **15.2 Facilitating Authority Marketing**

- 15.2.1 The Authority shall specify the promotional material that it wishes to be displayed by the Operator on the Network Buses and at Stations. The locations and display areas on the Network Buses are set out in Annex A to this Schedule 15.
- 15.2.2 The Operator shall enable the Authority to book the advertising spaces referenced in Annex A. Upon request, the Operator shall confirm the quantity and content of TFI advertising assets that are displayed on its Network Buses at any given time.

- 15.2.3 The Operator shall arrange for the posting and removal of promotional material as required by the Authority on the Network Buses and at Stations, at the Operator's own cost.
- 15.2.4 The Operator shall facilitate any Authority communications on its media channels.
- 15.2.5 From contract outset the Operator shall provide the Authority with a full, itemised list detailing the number of vehicles, Station locations and overall volume of public transport advertising space available as set out in Annex A.

### **15.3 Public Relations Liaison**

- 15.3.1 The Operator's Media and Communications Manager or nominated person shall liaise with the Authority's Head of Public Affairs prior to press and public communications being made in relation to the Services.
- 15.3.2 To facilitate 15.3.1, the Authority will organise regular public relations meetings with the transport operators.
- 15.3.3 The Operator shall notify the Authority's Head of Public Affairs at least 4 weeks in advance of any external communications about service launches.

### **15.4 Social Media Assistance**

- 15.4.1 The Operator is not required to operate a Social Media Account as social media will be consolidated under the TFI brand and shall be operated by the Authority's Consolidated Contact Centre (CCC).
- 15.4.2 The Operator will work closely with the CCC to enable the CCC to provide answers to customers in relation to Social Media Queries.
- 15.4.3 The Operator will advise the CCC of issues including disruptions to Services including, but not limited to, significant delays or cancellations, upcoming events that may disrupt Services and, where it is necessary to provide additional information, provide a link to the relevant location of the information.

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

It is generally anticipated to comprise of:

- Interior - one A3 landscape poster frame (for fares information) that is double sided so that it is visible to passengers off and on-board and one A2 portrait poster frame located in the passenger stairwell area on applicable TFI Network Buses. In the event that these poster frames are absent the Operator shall arrange for them to be fitted.
- Exterior advertising – depending on the vehicle type this may include one “T-Side”, one “Super-Side” and one rear poster on applicable TFI Network Buses, subject to availability and a minimum of 15 Business Days’ notice.
- In Depot, in Station and/or outdoor poster space where available.
- The Operator is entitled to free media value of up to €0.5m per annum (discounted market rate), or as otherwise agreed with the Authority, for the purpose of public transport campaigns. The free media is provided subject to availability of the individual advertising format at the time of booking (maximum of 8 weeks in advance). The Operator shall make their free media allocation available to the Authority. The Operator may also use a portion of this free space annually, subject to agreement with the Authority on submission of the annual Communications and Public Relations Plan.



## **SCHEDULE 16: QUALITY MANAGEMENT**

**16.1 Quality Management System and Quality Plans**

- 16.1.1 The Operator shall develop and implement a Quality Management System and associated Quality Management Plan. The Operator shall include the Quality Management Plan in the Operating Plan.
- 16.1.2 The Operator shall, in performing its obligations under the Agreement, comply at all times with the Quality Management Plan.
- 16.1.3 The Quality Management Plan shall reflect all documentation requirements including but not limited to the Operating Plan. The Operator shall, under the relevant data provision, submit to the Authority:
- the results of any of the Operator's own internal quality audits; and
  - any changes to the Quality Management System or Quality Management Plan.
- 16.1.4 Notwithstanding any other provision of this Schedule, the Operator shall provide to the Authority such information as the Authority may reasonably require demonstrating compliance with the Agreement.
- 16.1.5 The Quality Management System to be implemented by the Operator shall be based upon the following principles:
- (a) Appropriate procedures to achieve the requirements of the Agreement;
  - (b) Provision of relevant training for all levels of management, staff, agents, and contractors as necessary to implement and fulfil the requirements of the Agreement;
  - (c) Allocation of sufficient resources including appropriate management resources to implement and fulfil the requirements of the Agreement;
  - (d) Preparation and maintenance of appropriate quality records to demonstrate full compliance with the Quality Management System and customer requirements;
  - (e) Preparation and maintenance of appropriate organisational charts including a quality organisation chart to identify the responsibilities, authority and interrelation of all personnel who manage, perform and verify work affecting quality. This chart shall identify the Operator's staff member responsible for quality;
  - (f) Appropriate audit arrangements to demonstrate compliance with Quality Management System and the Agreement;
  - (g) Appropriate monitoring of the Operator's Sub-Contractors' quality systems and arrangements to ensure that such Sub-Contractors' quality management systems are compatible, to the extent required, by this Schedule 16.

## **SCHEDULE 17: ANNUAL BUSINESS PLAN**

## 17.1 Purpose and Overview

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

## 17.2 Content

- 17.2.1 **The Annual Business Plan shall include the following sections, unless agreed otherwise, and in a format as agreed between the Authority and Operator:**

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

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

- (a) Forecast of all Service Changes anticipated for implementation during the next Contract Year, include annualised costs and expected Implementation Date for such Variations;
- (b) Forecast of all capital expenditure projects related to the Services (clearly identifying expenditure items, projected value of works, business case and the anticipated funding sources for each item, including forecast Capital Grants funding from the Authority)
- (c) Forecast of any ongoing operational expenditure arising from any capital expenditure projects due for completion in the next Contract Year;
- (d) Proportion of each capital expenditure project allocated to PSO services and the allocation methodology used.
- (e) **Operator priority list for Capital Expenditure projects**
- (f) **Programme for any major Operator capital projects related to the Services**
- (g) **Projected spending profile for all capital expenditure projects**
- (h) **Any other elements as may be requested by the Authority from time to time**

- 17.2.3 **The “Look Ahead to end of Contract Period” section of the Annual Business Plan referred to in paragraph 17.2.1 above, shall include the elements outlined in paragraph 17.2.2 to enable longer-term budget forecasting by the Authority.**

**17.3 Submission Dates and Approval**

- 17.3.1 No later than the 31<sup>st</sup> July of each year, the Operator shall submit a draft Annual Business Plan for the forthcoming Contract Year, containing outline information under all the headings in paragraph 17.2.1 and 17.2.2 for review by the Authority
- 17.3.2 If the Authority has reason to believe that any element of the draft Annual Business Plan has either not been compiled in accordance with the Agreement or has been based on erroneous information or data, they may require the Operator to correct the errors and re-submit the draft Annual Business Plan within ten Business Days of being notified, and in any event no later than the end of September of each year. This revised draft Annual Business Plan will form part of the Authority's submission to the Department of Transport Tourism and Sport ("The Department") for funding for the next Contract Year.
- 17.3.3 Upon confirmation by the Department to the Authority of the funding available for the relevant Contract Year the Operator shall submit a draft Final Annual Business Plan, containing detailed information under all the headings in paragraphs 17.2.1 and 17.2.2, taking into account the Authority's decisions in relation to PSO or capital funding for the following Contract Year.
- 17.3.4 If the Authority has reason to believe that any element of the draft Final Annual Business Plan has either not been compiled in accordance with the Agreement or has been based on erroneous information or data, they may require the Operator to correct the errors and re-submit the draft Annual Business Plan within ten Business Days of being notified.
- 17.3.5 The Authority shall approve the draft Final Annual Business Plan, with or without amendments, within 10 Business Days of receipt, and it shall become the Capital Expenditure Plan.

**17.4 Monitoring**

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

## **SCHEDULE 18: RECORDS AND REPORTING REQUIREMENTS**

## **18.1 Records to be kept**

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

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

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

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

18.1.3 The Operator shall maintain the following records for a period of no less than 2 years after the Expiry Date or the termination of this Agreement:

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

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

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

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

## **18.2 Period Operations and Customer Services Report**

- 18.2.1 The Operator shall, within fifteen Business Days after the end of each Reporting Period provide a Period Operations and Customer Services Report to the Authority. The Period Operations and Customer Services Report shall be in a format notified by the Authority to the Operator from time to time.
- 18.2.2 The Period Operations and Customer Services Report shall include for each Reporting Period
- a) an executive summary detailing key operational matters on the Network during the Reporting Period, identifying those within and outside the control of the Operator;
  - b) a summary of any major infrastructural projects on or near the Network affecting Services;
  - c) a summary of major Public Events on or near the Network, that affected Services;
  - d) a summary of numbers of Network Buses by depot available for service each day;
  - e) any human resources issues including industrial relations disputes affecting the Network;
  - f) early warning of works, events or human resource issues likely to disrupt Services and proposed measures to mitigate;
  - g) a summary of customer service performance including complaints received, summarised by Route and category and include detailed supporting information and be in a format notified by the Authority to the Operator from time to time;
  - h) sections of routes where buses have been unable to pick up passengers due to capacity constraints, identified by route, section, time and frequency of occurrence;
  - i) sections of Routes where the Operator suspended or diverted Services due to anti-social behaviour or vandalism and the time and duration of the withdrawal;
  - j) a summary of sub-contracted Network Buses by Depot and reasons for sub-contracting;
  - k) any other issues relevant to the performance of the Agreement or other items required by the Authority from time to time;
  - l) a summary of preliminary details of low frequency punctuality performance, high frequency punctuality performance and reliability performance for the reporting period in question, and for the previous three reporting periods and with the same Reporting Period 12 months prior to the Reporting Period in question;



- m) a summary of the number of instances on Low Frequency Routes where two trips in a row or more are cancelled in any direction on any Route, including the number of consecutive cancelled trips and gap in service created in each instance;
- n) a summary of the number of instances on High Frequency Routes where three trips in a row or more are cancelled in any direction on any Route, including the number of consecutive cancelled trips and gap in service created in each instance;
- o) a supporting spreadsheet report providing detail in relation to certain items above. The reporting template for this spreadsheet is contained in Annex A: "Period Operations and Customer Services Report Template" to this Schedule 18.

### 18.3 Period Standard Fare Report

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

18.3.2 The Report shall include:

- a) a summary of revenue protection during the Reporting Period including Standard Fare Notices issued, and Standard Fares paid;
- b) a summary of any prosecutions for fare evasion during the Reporting Period;
- c) cases in the previous Reporting Period when the Operator accepted Luas or Iarnród Éireann tickets during Luas or Iarnród Éireann service interruptions, and the number of passengers showing such tickets who were carried on Network Buses in each instance;
- d) any other issues relevant to the performance of the Agreement or other items required by the Authority from time to time.

18.3.3 The Standard Fare Report shall include supporting information which shall be submitted in electronic spreadsheet format in accordance with the reporting template contained in Annex B: "Period Standard Fare Report Template" to this Schedule 18.

### 18.4 Period Cost Report

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

18.4.2 Unless otherwise agreed in advance with the Authority, the Cost Report shall include:

- Driver Payroll;
- Craftworker Payroll;
- Engineering Operatives Payroll;
- Direct Materials Costs;
- Tyres;
- Fuel;

- Direct Bus charging costs;
- Bus Hire;
- Staff Costs;
- Vehicle Costs;
- Maintenance Supervisors Payroll;
- Apprentices Payroll;
- Supervisors Payroll;
- Direct Staff Pension Costs;
- Claims;
- Executive & Clerical Payroll;
- Engineering Ops Overhead Payroll;
- Overhead Pension Costs;
- Group Allocations;
- Accommodation Costs;
- Facilities Staff Payroll;
- Accommodation electricity Costs;
- IT Costs;
- Building Maintenance;
- Other Overheads;
- Depreciation and Interest;
- Financial Charges;
- Separated Costs associated with each Ancillary Service.

18.4.3 The Cost Report shall include Periodic and year-to-date summaries and shall include a comparison against the Services Charge payable for that Reporting Period or year-to-date and the previous year.

18.4.4 The Period Cost Report shall include supporting information which shall be submitted in electronic spreadsheet format in accordance with the reporting template contained in Annex C: "Period Cost Report Template" to this Schedule 18.

**18.5 Quarterly Operations Report**

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

- (a) percentage of operated Network Buses cleaned inside and out each day in previous Quarter;
- (b) a summary of safety performance (including vehicle collision and passenger accidents) and summary of security performance (including vandalism and anti-social behaviour), including the information requirements set out in Schedule 6;
- (c) a detailed report on environmental performance during the previous two Quarters, including energy consumption to account for traction from contracted services (consisting of diesel (litres), petrol (litres), electricity (kWh) and hydrogen usage (kg) with a breakdown of biodiesel (litres) where relevant) as well as non-traction energy consumption due to depot and office services. Total live (operated kilometres) and total overall kilometres (live plus auxiliary) shall also be provided. Additional environmental performance data shall include waste generation (with recycling proportions) and noise and vibration reports (required for Q2 and Q4 Quarterly Operations Reports only);
- (d) any environmental complaints (including noise and vibration complaints) received;
- (e) CVRT test pass rates for Network Buses, with categorisation of reasons for test failures (required for Q2 Operations Report and Q4 Operations Report only);
- (f) any significant issues related to the maintenance of Network Assets, including buses and other equipment and infrastructure relating to the provision of Services;
- (g) state of Network Assets, and any issues arising in relation to Network Assets that may affect provision of the Services;
- (h) a summary of dealings with public liaison committees, public representatives and public interest groups;
- (i) Customer Information Performance information as outlined in Schedule 19: Performance Payments and Deductions.

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

**18.6 Quarterly Customer Service Performance Report**

18.6.1 The Operator shall, within 30 Business Days after the end of each Quarter provide a Quarterly Customer Service Performance Report for the previous Quarter to the Authority. The Report shall be in a format notified by the Authority to the Operator from time to time.

18.6.2 The Quarterly Customer Service Performance Report shall include supporting information which shall be submitted in electronic spreadsheet format in accordance with the reporting template contained in Annex E: "Quarterly Customer Service Performance Report Template" to this Schedule 18.

### **18.7 Service Quality Survey Report**

- 18.7.1 The Authority shall issue the Operator a Service Quality Survey Report, setting out the results of Mystery Passenger Surveys, inspections and audits of service quality undertaken by or on behalf of the Authority in the relevant Service Quality Assessment Period in relation to certain items as set out in paragraphs 19.10 to 19.19 of Schedule 19: Performance Payments and Deductions, within 40 Business Days of the end of the Service Quality Assessment Period.
- 18.7.2 The Service Quality Survey Report shall be used by the Authority to calculate the Service Quality payments due in the relevant Service Quality Assessment Period in accordance with Schedule 19: Performance Payments and Deductions.

### **18.8 Service Quality Performance Report**

- 18.8.1 The Authority shall provide a Service Quality Performance Report within 40 Business Days of the end of the relevant Service Quality Assessment Period, setting out details of the Operator's performance for that Service Quality Assessment Period for each Service Quality Indicator that it is required to measure, as set out in Table 19-2 of Schedule 19. It shall be used by the Authority to calculate Service Quality payments due for the previous Service Quality Assessment Period and the overall Service Quality Performance Payment due for those two Quarters in accordance with Schedule 19: Performance Payments and Deductions.

### **18.9 Quarterly Punctuality and Lost Kilometre Performance Reports**

- 18.9.1 The Operator shall issue the Authority separate Quarterly Lost Kilometre and Punctuality Reports, setting out the final results for Punctuality, EWT and Lost Kilometres for the previous Quarter within 30 Business Days of the end of that Quarter, unless otherwise agreed with the Authority. The reports shall outline the aggregate of all applicable deductions or incentive payments that may apply as outlined in Schedule 19: Performance Payments and Deductions.
- 18.9.2 The Quarterly Punctuality and Lost Kilometre Performance Reports shall include supporting information which shall be submitted in electronic spreadsheet format in accordance with the reporting template contained in Annex F: "Quarterly Punctuality and Lost Kilometre Performance Reports Templates" to this Schedule 18.

### **18.10 Report Corrections**

- 18.10.1 If the Authority has reason to believe that any element of the Operator Reports set out in 18.2 to 18.6 above has either not been compiled in accordance with the Agreement or has been based on erroneous information or data, they may require the Operator to correct the errors and re-submit the Report within five Business Days of being notified.

### **18.11 Quarterly Fare Evasion Survey Reports**

- 18.11.1 The Authority shall issue the Operator Quarterly Fare Evasion Survey Reports within forty Business Days of the end of the previous Quarter, setting out the final Moving Annual Fare Evasion Rate (MAFER) result to the end of the relevant Quarter. The reports shall outline the aggregate of all applicable deductions or incentive payments that may apply as outlined in Schedule 19: Performance Payments and Deductions.

## **18.12 Report Preparation Methodology**

- 18.12.1 The Operator shall submit a draft report (the “Methodology Report”) to the Authority within 40 Business Days of the Commencement Date setting out the methodology proposed for calculating performance, costs or revenues for each item included in the Operator Reports set out in paragraphs 8.2 – 8.6 above.
- 18.12.2 Within 10 Business Days the Authority shall either approve the draft Methodology Report or request amendments or clarifications to the Report,
- 18.12.3 Where the Authority requests amendments or clarifications to the draft Methodology Report the Operator shall submit a revised draft Methodology Report within 10 Business Days.
- 18.12.4 The process outlined in paragraphs 18.12.2 and 18.12.3 shall be repeated until the Authority approves a draft Methodology Report, at which point it shall become the Methodology Report.
- 18.12.5 The Operator shall not make any change in Report preparation methodology, or in the method of cost allocation or revenue allocation used to generate cost and revenue reports, from that in the approved Methodology Report without prior Authority approval.
- 18.12.6 In the event that the Operator wishes to propose an alteration to the methodology used to prepare a Report, the Operator shall submit a request to the Authority, for Authority approval. At a minimum the request is to contain:
- (a) The rationale for the alteration plus any background information;
  - (b) An assessment of the impact of the alteration on results.

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

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 18 - Records and Reporting Requirements](#)

**Annex B - Period Standard Fare Report Template**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 18 - Records and Reporting Requirements](#)

**Annex C - Period Cost Report Template**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 18 - Records and Reporting Requirements](#)

**Annex D - Quarterly Operations Report Template**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 18 - Records and Reporting Requirements](#)

**Annex E - Quarterly Customer Services Report Template**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 18 - Records and Reporting Requirements](#)

**Annex F - Quarterly Punctuality and Lost Kilometre Performance Reports Templates**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 18 - Records and Reporting Requirements](#)

## **SCHEDULE 19: PERFORMANCE PAYMENTS AND DEDUCTIONS**

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

- 19.1.1 The Operator shall supply AVL Recorded Data and Planned Schedule Data for the Services operated in each Reporting Period, in the format and at the times set out in Schedule 31(Authority Systems, Data and Processes), and in paragraphs 19.2 and 19.3 of this Schedule.
- 19.1.2 The Lost Kilometre Performance of the Operator shall be calculated by the Authority's Contract Compliance Functionality, using the data supplied by the Operator in accordance with paragraph 19.1.1 above. (It should be noted that the Authority shall migrate to a new Contract Compliance Functionality solution during the term of this contract. The Operator shall use this new Contract Compliance Functionality solution when available).
- 19.1.3 The Authority shall deduct a Lost Kilometre Deduction for Scheduled Service Kilometres that the Operator has failed to operate in a Reporting Period, adjusting for Non-Deductible Lost Kilometres, in accordance with the provisions out in paragraphs 19.2 to 19.3 of this Schedule.
- 19.1.4 The Authority shall deduct a Lost Kilometre Deduction for each kilometre of a trip or part trip in the approved Timetable in a Reporting Period, for which there is no corresponding Planned Schedule Data for the relevant date, in accordance with paragraph 19.3 of this Schedule.
- 19.1.5 The punctuality performance of the Operator shall be calculated by the Authority's AVL+ Contract Compliance Functionality, using the AVL data supplied by the Operator in accordance with paragraph 19.1.1 above.
- 19.1.6 The Authority shall pay an amount (the "Punctuality Performance Payment") in respect of each Reporting Period, equivalent to 3% of the Maximum Period Payment, adjusted for the sum of the applicable EWT Deduction and Punctuality Deduction as set out in paragraphs 19.5 to 19.6 of this Schedule.
- 19.1.7 If the sum of the applicable EWT Deduction and Punctuality Deduction equals or exceeds 3% of the Maximum Period Payment for a Reporting Period, then the Punctuality Performance Payment shall not be paid for that Period.
- 19.1.8 The Authority shall pay a Punctuality Incentive Payment and an EWT Incentive Payment in respect of each Reporting Period, up to a maximum of 3% of the Maximum Period Payment, in accordance with paragraphs 19.5 to 19.6 of this Schedule.
- 19.1.9 The Operator shall report each failure to fulfil a Guaranteed Connection in each Reporting Period, as set out in paragraph 19.7 of this Schedule, and as specified in Schedule 2. The Authority shall deduct payments in respect of each Reporting Period for failure to fulfil a Guaranteed Connection, as set out in paragraph 19.7 of this Schedule.
- 19.1.10 The Authority shall undertake and provide reports on Mystery Passenger Surveys of service performance, and shall provide reports for certain service performance indicators, or shall require the operator to report on certain service performance indicators each Quarter, as set out in paragraphs 19.10 to 19.19 of this Schedule.



- 19.1.11 The results of the Mystery Passenger Surveys, together with the information contained in other operator and Authority reports as set out in paragraphs 19.10 to 19.20 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 19.11 to 19.19 of this Schedule.
- 19.1.12 The Authority shall pay a Service Quality Performance Payment in respect of each Quarter (a “Service Quality Assessment Period”), equivalent to 0.5% of the Maximum Service Quality Assessment Period Payment for that Service Quality Assessment Period, adjusted for Service Quality Performance Deductions as set out in Table 19-2 and paragraphs 19.10 to 19.19 of this Schedule.
- 19.1.13 The Authority shall undertake Fare Evasion Surveys each Quarter, as set out in Schedule 10: Revenue Protection. The Authority shall prepare a Fare Evasion Survey Report and issue it to the Operator within 40 Business Days of the end of the relevant Quarter as outlined in Schedule 10: Revenue Protection.
- 19.1.14 Where the Fare Evasion Survey Report shows that the observed Moving Annual Fare Evasion Rate to the end of the relevant Quarter is in excess of the Permitted Fare Evasion Threshold plus the allowable tolerance (one percentage point), as defined in Schedule 10, the Authority shall deduct an amount (Fare Evasion Deduction) from the Quarter Payment in the Quarter proceeding the relevant Quarter. The method of calculating the Fare Evasion Deduction is set out in paragraph 19.20 of this Schedule.
- 19.1.15 Where the Fare Evasion Survey Report shows that the observed Moving Annual Fare Evasion Rate to the end of the relevant Quarter is less than the Permitted Fare Evasion Threshold minus the allowable tolerance (one percentage point), as defined in Schedule 10, the Authority shall pay an amount (Fare Evasion Incentive) relating to the Quarter Payment in the Quarter proceeding the relevant Quarter. The method of calculating the Fare Evasion Incentive is set out in paragraph 19.20 of this Schedule.

## **19.2 The Lost Kilometres Deduction**

- 19.2.1 The Operator shall be required to operate 100% of Scheduled Service Kilometres (the “Lost Kilometres Standard”) in each Reporting Period. If a Trip fails to operate, or does not operate fully according to the approved Timetable, then the Operator shall record the Scheduled Service Kilometres not operated by that Trip (“Lost Service Kilometres”) and the cause of the Lost Service Kilometres, using Authority Reason Codes.
- 19.2.2 The Authority recognises that operation of the full In Service Kilometres as set out in the Timetable is not always possible and so in such circumstances is prepared to accept a Minimum Operated Kilometres Standard, which is defined as 98% of Scheduled Service Kilometres for each Route in each Reporting Period.
- 19.2.3 The Operator is required to meet the Minimum Operated Kilometres Standard throughout the duration of the Agreement.

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

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

*(a) a full set of AVL Recorded Data for each Stop on each Service operated;  
and*

*(b) Authority Reason Codes for all Lost Service Kilometres, or missing data.*

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

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

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

19.3.2 Lost Kilometres that do not fall under the definition of Non-Deductible Lost Kilometres within the provisions of paragraph 19.3.1 are "Deductible Lost Kilometres".

19.3.3 The Operator acknowledges and agrees that the following are normally within the Operator's reasonable control;

- (a) staff absences;
- (b) mechanical breakdown and lack of suitable buses (provided that the Authority has supplied the Authority Network Assets in accordance with the provisions of this Agreement);
- (c) Timetables which underestimate the time taken to traverse the Route (excepting occurrences of abnormal traffic congestion); and
- (d) late departures from the Operator's garage or depot.

19.3.4 Abnormal traffic congestion may be accepted as a reason beyond the Operator's reasonable control. However, the Operator is expected to manage the Services so as to minimise the impact of traffic congestion commonly encountered. The Authority shall have regard to traffic conditions prevailing at the time the kilometres that are claimed to be Non-Deductible Lost Kilometres were not operated.

19.3.5 The Authority shall supply to the Operator with codes for the categorisation of the causes of Lost Service Kilometres or other missing AVL Recorded Data. These Authority Reason Codes are contained in Annex B to Schedule 31. The Authority may from time to time supply a revised set of Authority Reason Codes.

19.3.6 The Operator shall categorise all Lost Kilometres or missing data using the Authority Reason Codes, to enable the Authority to determine reasons for missing data and those Lost Kilometres which the Operator wishes to treat as Non-Deductible Lost Kilometres, because the reason for the failure to operate was outside their control. The process for providing Authority Reason Codes to the Authority

is set out in Schedule 31. Where no Authority Reason Code is provided by the Operator for missing AVL data, the missing data shall be treated as Deductible Lost Kilometres.

- 19.3.7 The claim for Non-Deductible Lost Kilometres will be verified by the Authority. The Authority in determining Non-Deductible Lost Kilometres for a particular Reporting Period shall have regard to any representations made by the Operator and received by the Authority prior to its determination of Deductions for Lost Kilometres. Where a claim is not accepted this will be notified to the Operator, who will make an appropriate adjustment to the calculation of Deductible Lost Kilometres in the next Reporting Period.
- 19.3.8 The Lost Kilometres Deduction for each Reporting Period shall be the number of Deductible Lost Kilometres for each Route exceeding 2% of the Scheduled Service Kilometres for that Route for that Reporting Period multiplied by the Direct Kilometre Charge set out in Schedule 20, Indexed.
- 19.3.9 In the event that either Party finds that some or all of the Planned Schedule Data for a Reporting Period as supplied by the Operator to the Authority in accordance with Schedule 31 does not, or did not, incorporate the fully correct set of Services set out in the approved Timetable, that Party shall immediately inform the other Party of the Trips or Part Trips in the Planned Schedule Data that did not match with the approved Timetable, and the kilometres for each Trip or part Trip in the Planned Schedule Data which did not match with the Timetable during the specified time period. Until such time as a correct version of Planned Schedule Data is provided to the Authority by the Operator, the Authority shall treat all kilometres in the Planned Schedule Data, which are not included in the corresponding approved Timetable Data for that Trip as Deductible Lost Kilometres, unless the Operator can demonstrate that such kilometres have operated or should be allocated as Non-Deductible Lost Kilometres.
- 19.3.10 The Authority shall notify the Operator of the Lost Kilometres and Lost Kilometres Deduction for each of the Reporting Periods in the previous Quarter by issuing a Quarterly Lost Kilometre Performance Report as set out in Schedule 18.
- 19.3.11 The operator shall ensure that trip cancellations are managed in a manner that minimises impacts on customers. The operator shall endeavour to avoid cancelling multiple trips in a row on all routes.
- 19.3.12 For Low Frequency routes, a deduction of €200 shall apply for every instance where two trips in a row are cancelled in any direction for any route. A further deduction of €300 per cancelled trip will apply to the third and subsequent trips cancelled in a row. The Operator shall self-report all such instances for each period. This will be audited by the Authority.
- 19.3.13 For High Frequency routes, a deduction of €200 shall apply for every instance where three trips in a row are cancelled in any direction for any route. A further deduction of €300 per cancelled trip will apply to the fourth and subsequent trips cancelled in a row. The Operator shall self-report all such instances for each period. This will be audited by the Authority.
- 19.3.14 The deductions detailed in this section are in addition to Lost Kilometre deductions, and shall apply irrespective of whether the Lost Kilometres are classed as deductible or non-deductible by cause code, subject to paragraph 19.8 of this Schedule 19.

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

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

- 19.4.2 The Authority recognises that it is not always possible to meet the objective set out in paragraph 19.4.1 above and in such circumstances is prepared to accept the Punctuality Standard or EWT Standard set out for the relevant Routes, listed in Table 19-1 of Schedule 19.
- 19.4.3 The Operator's performance of the Services shall be monitored against the Punctuality Standard (for Low Frequency Routes) or EWT Standard (for High Frequency Routes) as applicable, as set out in paragraphs 19.5 and 19.6 of this Schedule.
- 19.4.4 Low Frequency Routes are generally those with a service headway of more than 15 minutes in the interpeak weekday period. High Frequency Routes are generally those with a service headway of 15 minutes or less in the interpeak weekday period. The categorisation of High Frequency Route or Low Frequency Route, and the Performance Standard for the Routes, shall be as set out in Table 19-1 of Schedule 19.
- 19.4.5 The Authority reserves the right to amend, by way of the contract variation process set out in Schedule 23, the Routes to which the Punctuality Standard, or the EWT Standard will apply during the life of this Agreement to reflect as the case may be:
- (a) an increase in the performance of the bus network overall;
  - (b) any change in the standards required of the Authority;
  - (c) any change to the operational characteristics of the Services;
  - (d) any change in the frequency of the Services;
  - (e) implementation of new mechanisms for recording and / or reporting kilometres performance; and/or
  - (f) any other relevant changes to the circumstances of the Services.
- 19.4.6 The Operator is required to meet the Punctuality Standard and/or EWT Standard as applicable throughout the duration of the Agreement.
- 19.4.7 On an annual basis during the Contract Period the Authority shall review the Punctuality Standard or EWT Standard that applies to each category of Route set out in Table 19-1 of this Schedule 19, and it shall also review the categorisation of each Route set out in Table 19-1 (Annual Performance Standard Review).
- 19.4.8 The Annual Performance Standard Review shall note how the Operator has performed against the standard for each Route set out in Table 19-1, taking into account the current timetable, operational control and management, road traffic considerations, or other relevant considerations. It shall propose changes as appropriate to the Punctuality Standard or EWT Standard for a Route or the categorisation of the Route as set out in Table 19-1.
- 19.4.9 The Authority shall consult with the Operator in relation to any proposed changes to the Punctuality Standard or EWT Standard or the categorisation of a Route as set out in Table 19-2 in advance of implementation. The Authority shall provide the operator with a minimum of 15 Business Days to respond to the Authority on any consultation on change proposals.
- 19.4.10 By the 1st October each Contract Year, the Authority shall provide the Operator with any revisions to the Punctuality Standard or EWT Standard or categorisation for a Route as set out in Table 19-1, and any revised Standards or categorisations shall apply from 1st January of the following Contract Year.
- 19.4.11 In circumstances where the Operator has identified a Route or Routes as requiring additional resources to meet the applicable Minimum Performance Standard for that Route or Routes, the Operator shall provide the Authority with a revised Timetable and submit an associated Variation in

accordance with Schedule 23. If the Authority agrees with the proposed Timetable but does not proceed with the Variation, then the Authority shall undertake a review of the Punctuality Standard or EWT Standard on those Routes, with any agreed target revision being applicable from the initial proposed date of implementation of the proposed service revision. Such a review of the Services shall be undertaken at a maximum frequency of every 6 months, and in any case within 6 months of submission of such a Variation.

- 19.4.12 The Authority reserves the right, by means of the contract Variation process set out in Schedule 23, to vary the methodology for monitoring punctuality performance or the Punctuality Standard or the EWT Standard to be applied at any time during the Contract Period., subject to the proviso that the total Maximum Deduction for the Indicators in Table 19-1 will be no more than 3% of the Maximum Quarterly Payment. In advance of any such change the Authority will consult the Operator and take into consideration the views of the Operator, and cost implications to the Operator, in relation to the change.

## 19.5 The EWT Standard (High Frequency Routes)

- 19.5.1 Service punctuality for High Frequency Routes shall be measured by means of Excess Waiting Time ("EWT").
- 19.5.2 The EWT Deduction or EWT Incentive Payment shall only apply to High Frequency Routes specified as such in Table 19-1 of this Schedule, i.e. in general those operating at a headway of 15 minutes or more in the weekday inter-peak (10:00 to 16:00) period.
- 19.5.3 In the event that the Authority designates a Route as a High Frequency Route during the Contract Period, then the Authority shall introduce or amend the EWT Standard for High Frequency Routes taking into account the excess wait time information for the Route over a period of at least 12 consecutive months during the Contract Period. Prior to the introduction or amendment of the EWT Standard, the Authority shall provide the proposed methodology for establishment of the EWT Standard to the Operator, and the Parties shall agree the EWT Standard. The EWT Standard shall then be placed in Table 19-1 of this Schedule
- 19.5.4 In the event that the Authority designates a Route as a High Frequency Route during the Contract Period, and until such time as the Authority and the Operator agree to the introduction or amendment of the EWT Standard in accordance with paragraph 19.5.3, then the Punctuality Standard for Low Frequency Routes shall continue to apply to that Route until such time as the introduction or amendment of the EWT Standard is agreed between the Parties.
- 19.5.5 The Authority shall designate a number of Stops ("Timing Points") on routes where EWT, in each direction, is to be calculated. The Authority may change some or all of the Timing Points from time to time, by way of the contract Variation process set out in Schedule 23.
- 19.5.6 EWT = Average Actual Waiting Time ("AWT") less Scheduled Waiting Time ("SWT").

AWT shall be calculated from the formula:

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

where,

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

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

SWT shall be calculated from the formula:

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

where,

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

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

- 19.5.7 The Operator shall be required to achieve the standard (the “EWT Standard”) set out in Table 19-1 for each Reporting Period for each Route, averaged across all the Timing Points along the Route defined in Table 19-1 of this Schedule, for that Quarter.
- 19.5.8 The Operator shall extract a performance report for High Frequency Routes from the Authority’s Contract Compliance Functionality each Reporting Period, and supply to the Authority as part of the Quarterly Punctuality Performance Report set out in Schedule 18. The Quarterly Punctuality Performance Report shall show EWT for each Reporting Period within that Quarter averaged across all the Timing Points for each High Frequency Route for each Reporting Period within that Quarter. The Quarterly Punctuality Performance Report shall show the EWT Deduction or EWT Incentive Payment that applies for each Reporting Period within that Quarter. Authority audits shall apply.



- 19.5.9 The EWT Deduction or EWT Incentive Payment for each Route for each Reporting Period shall be calculated by comparing the EWT for the Route for that Reporting Period with the EWT Standard. To the extent that EWT for a Route exceeds the EWT Standard for that Route in a Reporting Period, then the Operator shall be liable to an EWT Deduction for that Route. To the extent that EWT for a Route is less than the EWT Standard for that Route in a Reporting Period, then the Operator shall be entitled to an EWT Incentive Payment for that Route.
- 19.5.10 For each 0.1 minute that EWT is greater than the EWT Standard for a Route, an EWT Deduction of 0.2% of the Maximum Period Payment for that Route shall apply.
- 19.5.11 For each 0.1 minute that EWT is less than the EWT Standard for a Route, an EWT Incentive Payment of 0.3% over and above the Maximum Period Payment for that Route shall apply.

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

- 19.6.1 The Punctuality Deduction or Punctuality Incentive Payment shall only apply to Low Frequency Services specified as such in Table 19-1 of this Schedule, generally those operating at a headway of more than 15 minutes in the weekday inter-peak (10:00 to 16:00) period.
- 19.6.2 For Low Frequency Routes (where the emphasis is on the provision of punctual services), the percentage of departures "On-Time" shall be calculated, by comparing the actual observed departure times for each Low Frequency Route from each Timing Point specified in Schedule 2 Annex A, with the specified departure times set out in the Timetable. A bus will be regarded as On-Time if it departs from a specified Timing Point not more than one minute early or not more than five minutes and fifty nine seconds late when compared to the Timetable, and if it arrives at the Terminating Stop for that Route no later than 5 minutes 59 seconds after the specified arrival time. A bus will be regarded as On-Time at a Timing Point where pick-up restrictions apply if it departs from such a specified Timing Point no later than 5 minutes 59 seconds after the specified departure time.
- 19.6.3 In the event that the Authority designates a Route as a Low Frequency Route during the Contract Period, then the Authority shall introduce the Punctuality Standard for that Route taking into account where available the punctuality information for the Route over a period of at least 12 consecutive months during the Contract Period. Prior to the introduction or amendment of a Punctuality Standard, the Authority shall provide the proposed methodology for establishment of a Punctuality Standard to the Operator, and invite and review comments from the Operator in advance of the Authority confirming a Punctuality Standard. The Punctuality Standard shall then be placed in Tables 19-1 of this Schedule.
- 19.6.4 In the event that the Authority redesignates a Route as a Low Frequency Route during the Contract Period, and until such time as the Authority confirms the introduction of the Punctuality Standard for that Route in accordance with paragraph 19.6.3, then the EWT Standard for that Route shall continue to apply to that Route until such time as the introduction of the Punctuality Standard is confirmed by the Authority.

- 19.6.5 The Authority shall designate a number of Stops ("Timing Points") on routes where Punctuality, in each direction, is to be calculated. This may include some or all of the Stops on a route. The Authority may change some or all of the Timing Points from time to time, by way of the contract Variation process set out in Schedule 23.
- 19.6.6 The Authority shall extract a performance report for Low Frequency Routes from the Authority's Contract Compliance Functionality each Reporting Period, and supply to the Operator as part of the Quarterly Punctuality Report set out in Schedule 18. The Quarterly Punctuality Performance Report shall show the percentage of departures for Low Frequency Routes which were On-Time for each Reporting Period within that Quarter averaged across all the Timing Points for each Low Frequency Route for each Reporting Period within that Quarter. The Quarterly Punctuality Performance Report shall show the Punctuality Deduction or Punctuality Incentive Payment that applies for each Reporting Period within the Quarter.
- 19.6.7 A maximum percentage of departures on Low Frequency Routes shall be permitted to fail the requirement to operate On-Time (as defined above) without the Operator being subject to a Punctuality Deduction, in any one Reporting Period. This maximum percentage is set out in Table 19-1 of this Schedule, and is defined as the "Punctuality Standard".
- 19.6.8 For each full 1% of departures for a Route below the Punctuality Standard that fail to operate On-Time in a Reporting Period, a Punctuality Deduction equivalent to 0.2% of the Maximum Period Payment for that Route shall be made by the Authority.
- 19.6.9 For each full 1% of departures for a Route above the Punctuality Standard that operate On-Time in a Reporting Period, a Punctuality Incentive Payment equivalent to 0.3% of the Maximum Period Payment for that Route shall be made by the Authority.

## **19.7 Guaranteed Connections**

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

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

- 19.8.1 Where a Services Interruption associated with a Public Event or an exceptional event of significant duration, which is outside the control of the Operator, occurs in the previous Reporting Period and has demonstrable Network wide effects on compliance with the Punctuality Standard or the EWT Standard or the Lost Kilometres Standard but is not otherwise a Relief Event, Compensation Event or Force Majeure, the Operator may submit a request seeking the exclusion of such potentially unrepresentative data from the calculations and determinations to be made in accordance with this Schedule 19.
- 19.8.2 A request for such exclusion of data (a "Data Exclusion") in accordance with paragraph 19.8.1 shall include supplemental information in relation to the event, including location time and duration of Services Interruption or other service disruption due to the event.
- 19.8.3 In assessing a request for a Data Exclusion, the Authority shall take into account the actions taken by the Operator to mitigate the effects of the Public Event or other exceptional event in question. The Authority's assessment will take the following into account:



- (a) the assessment by the Operator at the earliest possible juncture, of the potential impact of the event;
- (b) prompt action by the Operator to enter into discussions with the Authority to evaluate possible means of minimising disruption;
- (c) the introduction of schedule changes in consultation with the Authority;
- (d) the introduction of standby buses;
- (e) the use of additional supervisory/control staff;
- (f) changes to duty rostering;
- (g) initiatives on the Operator's part to minimise disruption to passengers;
- (h) performance of other services likely to have been affected; and
- (i) any other factors or considerations that may be relevant.

19.8.4 The Authority shall consider such supplemental information and may issue a notice exempting the Services affected from Punctuality Payment Deduction calculations or Lost Kilometre Performance calculations, for the dates and times stated in the notice.

Ref.	Indicator	Performance Standard	Performance Methodology	Measurement	Proposed Deduction Mechanism for failure to meet Target
P-1	Punctuality (for each defined Low Frequency Route)	<b>Punctuality Standard:</b>  <b>Dublin Commuter and Stage Carriage Routes</b>  <u>Category A</u> <u>Routes:</u> 67%  <u>Category B</u> <u>Routes:</u> 69%  <u>Category C</u> <u>Routes:</u> 73%	<p>Percentage of Stops for Services on Low Frequency Routes as defined in this table, below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5 minutes 59 seconds after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5 minutes 59 seconds after the scheduled arrival time at the Terminating Stop.</p> <p>Punctuality Standard applies to the following Low Frequency Routes on a Route-by-Route basis.</p> <p><b><u>Category A:</u></b>            343, 109X, 226, 109, 236, 245, 252, 111, 115, 370, 343X, 109B, NX, 260, 350, 419, 70, 314, 111X, 323, 65, 100, 233, 237, 456, 458, 115C, 320, 425, 132, 239, 240, 241, 261, 280.</p> <p><b><u>Category B:</u></b>            103, 105, 109A, 72, 73, 424, 440, 103X, 434, 105X, 469, 454, 371, 323X, 425A, 235, 460, 161, 182, 190, 480, 492, 475, 162, 321, 346, 465, 382, 348, 135, 168, 175, 333, 336, 345, 372, 373, 374, 375, 379, 385, 189.</p> <p><b><u>Category C:</u></b>            355, 272, 329, 429, 248, 462, 362, 284, 461, 476, 479, 136, 243, 275, 111A, 421, 167, 187, 446, 332, 341, 313, 471, 442, 468, 464, 457, 366, 447, 443, 334, 134, 279A, 422, 490, 271, 257, 451, 175A, 470, 273, 489, 495, 349, 322, 324, 448, 486, 487, 160, 279, 182A, 107, 420, 270, 466, 328, 347, 450, 491, 417, 463, 365, 381, 483, 282, 494, 108, 445, 275A, 274, 383, 444, 377, 455, 258, 378, 474, 259, 467, 278, 380, 423.</p>		See 19.4 to 19.8 above.

		<b>Punctuality Standard:</b>  <b>City &amp; Town Routes</b>  <u>Category A</u> <u>Routes:</u> 67%  <u>Category B</u> <u>Routes:</u> 69%  <u>Category C</u> <u>Routes:</u> 73%  <u>Category D</u> <u>Routes:</u> 77%	<p>Percentage of Stops for Services on Low Frequency Routes as defined in this table, below Punctuality Standard, where service departs On-Time, i.e. no later than 1 minute before or 5 minutes 59 seconds after scheduled time at specified Timing Point(s), except if a Timing Point is a Terminating Stop, in which case, the Punctuality Standard shall be that the service arrives no later than 5 minutes 59 seconds after the scheduled arrival time at the Terminating Stop.</p> <p>Punctuality Standard applies to the following Low Frequency Routes on a Route-by-Route basis.</p> <p><b><u>Category A:</u></b> 215, 220X, 207, 360, 360A, 304A, 216, 223, 402, 301, 201, 209, S2, 223X, 226A, 225, 219, S1, S2.</p> <p><b><u>Category B:</u></b> 401, 405, 304X, D2, 203, 173, 174, A1, A2, 202, 226X.</p> <p><b><u>Category C:</u></b> 404, 214, 221, 302, D1, D4, D5, N2.</p> <p><b><u>Category D:</u></b> 207A, 305, 306, 215A, 407, 209A, 174B, 110C, 110A, 110B, B1, 174A, N1, 225L, 202A, 212, 305A.</p>	See 19.4 to 19.8 above.
P-2	Excess Waiting Time (for each defined High	<b>EWT Standard:</b>  <u>Category A</u> <u>Routes:</u> Excess Waiting Time no greater	<p>See text in Section 19.5 above.</p> <p>If during the Contract Period, the service frequency on any Route meets or exceeds 4 buses per hour per direction in Monday to Friday period 09:30-16:30, then the EWT</p>	See 19.4 to 19.8 above.

	Frequency Routes)	<p>than 1.9 minutes.</p> <p><u>Category B</u> <u>Routes:</u> Excess Waiting Time no greater than 1.6 minutes.</p> <p><u>Category C</u> <u>Routes:</u> Excess Waiting Time no greater than 1.4 minutes.</p> <p><u>Category D</u> <u>Routes:</u> Excess Waiting Time no greater than 1.1 minutes.</p>	<p>Standard will apply to the Route in question.</p> <p><b><u>Category A:</u></b> 304.</p> <p><b><u>Category B:</u></b> 208, 213, 220, 303.</p> <p><b><u>Category C:</u></b> 409, 205.</p> <p><b><u>Category D:</u></b> 206.</p>	
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Table 19-1: Key Performance Indicators – Excess Waiting Time, Punctuality

## 19.9 Competitive Tendering

- 19.9.1 In the event that a Route or Routes fail to perform within 5% of their stated Punctuality Standard, or within 0.5 minutes of their EWT Standard, or operate in excess of 5% lost kilometres in 7 of 13 reporting periods in any 12-month period or operate in excess of 10% lost kilometres in more than 14 weekdays or 4 Saturdays or Sundays in any 12-month period, the Authority may specify those Routes for competitive tendering and may remove these Routes from the Contract.
- 19.9.2 Where the Authority requires service changes on a Route, or the implementation of a new Route arising from BusConnects, Connecting Ireland, and/or any other reason, and the Operator fails to implement the required change within 12 months of such request by the Authority unless otherwise agreed with the Authority, the Authority may specify that Route for competitive tendering and may remove the Route from the Contract.

**19.10 Service Quality Performance Deduction**

19.10.1 A Service Quality Performance Deduction is made for failure to meet or exceed standards set for Service Quality in each Service Quality Assessment Period. The Service Quality Assessment Period is a full Reporting Quarter.

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

<b>Service Quality Indicator</b>	<b>Maximum Deduction (% of Maximum Service Quality Assessment Period Payment)</b>
Authority Systems, Data and Processes Performance	0.23%
Bus Vehicle Performance	0.02%
Bus Equipment Performance	0.05%
Bus Driver Performance	0.05%
Cleanliness Performance	0.03%
Customer Care Performance	0.05%
Customer Information Performance	0.02%
Report Provision Performance	0.02%
Cyber Security Performance	0.03%
<b>Total</b>	<b>0.5%</b>

Table 19-2: Service Quality Indicators and maximum deductions

19.10.3 The Operator shall monitor and report its performance in relation to each of the Service Quality Indicators as set out in Section 19.11 to 19.20, where it is indicated that Operator monitoring and reporting is required.

19.10.4 The Authority shall monitor and report on the Operator's performance in relation to each of the Service Quality Indicators as set out in Section 19.11 to 19.20, where it is indicated that Authority monitoring and reporting is required.

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

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

**19.11 Authority Systems, Data and Processes Performance**

19.11.1 The Authority Systems, Data and Processes Performance Deduction set out below apply, up to the maximum Authority Systems, Data and Processes Deduction set out in Table 19-2.

Ref.	Indicator	Performance Target	Performance Measurement Methodology	Proposed Deduction Mechanism for failure to meet Target (per individual failure)
SYS-KPI-1	Incident response and resolution time	The target response and resolution times are detailed in Schedule 31, Annex E, table A.1.	This KPI will be measured by the Authority using the Authority instance of ServiceNow.	<p><b>Target Response Time Missed</b></p> <p>P1 = €300 penalty. P2 = €200 penalty. P3 = €100 penalty. P4 = €40 penalty.</p> <p><b>Initial Resolution Time Missed</b></p> <p>P1 = €1000 penalty. P2 = €750 penalty. P3 = €400 penalty. P4 = €200 penalty.</p> <p><b>Additional Resolution Time Missed</b></p> <p>For each additional resolution time missed after the initial resolution time there will be an additional penalty as follows: P1 = €500 penalty. P2 = €300 penalty. P3 = €150 penalty. P4 = €75 penalty.</p>

SYS-KPI-2	Service Request response and resolution time	The target response and resolution times are detailed in Schedule 31, Annex F, table B.1.	This KPI will be measured by the Authority using the Authority instance of ServiceNow.	<p><b>Target Response Time Missed</b></p> <p>P1 = €250 penalty. P2 = €150 penalty. P3 = €100 penalty. P4 = €50 penalty.</p> <p><b>Initial Target Resolution Time Missed</b></p> <p>P1 = €500 penalty. P2 = €250 penalty. P3 = €150 penalty. P4 = €100 penalty.</p> <p><b>Additional Resolution Time Missed</b></p> <p>For each additional resolution time missed after the initial resolution time there will be an additional penalty as follows: P1 = €250 penalty. P2 = €150 penalty. P3 = €100 penalty. P4 = €50 penalty.</p>
SYS-KPI-3	Advance Trip Cancellation	The Operator shall implement a trip cancellation on the system when a trip will not operate. The Operator shall implement a minimum of 95% or more of all trip cancellations in any Operational Day in the AVL System no later than 60 minutes prior to the trips scheduled start time.	<p>This KPI shall be self-reported by the Operator for trips cancelled in the legacy AVL system.</p> <p>This KPI will be measured by the Authority for trips cancelled in the NG AVL system.</p> <p>It will be reported each contract period.</p>	Penalty of €500 per day for each Operational Day during the Service Quality Assessment Period when the KPI is not met.
SYS-KPI-4	Timetable shift adherence	The Operator shall implement a timetable shift using AVL timetable offset functionality within the Service Control application for 95% or more of	<p>This KPI shall be self-reported by the Operator for trips in the legacy AVL system.</p> <p>This KPI will be measured by the Authority for trips</p>	Penalty of €500 per day for each Operational Day when the Performance Target is not met.

		all trips when the actual service start time of a trip is expected to be greater than 10 minutes from the planned start time of the trip – for low frequency routes only (as agreed by the Authority).	cancelled in the NG AVL system.  It will be reported each contract period.	
SYS-KPI-5	Provision of Operator data to support provision of accurate real-time information by the Authority	Operator to ensure that data for the Services required by the Authority to enable display of real time information is supplied to the Authority and available in the correct format for use by Authority customer facing channels including Apps and RTPI signs, 98% of the time; and insofar that this is within the operator's control, meet the requirement of 98% of Services depart within the "Correct" time (i.e. within +/- 3 minutes of "Due" time shown on Transport for Ireland App RTPI signs (if present at Stops).	Authority surveys and audits of Apps, website and Stops undertaken and reported to Operator each period. Performance points would be applied to each full percentage point below 98% for "Correct" departure time, averaged over each Quarter. The percentage "Correct" results for each period would be obtained by averaging results observed on Apps and results observed at Stops with RTPI signs. Results outside "Correct" time that the Operator can demonstrate are due to Authority or third part cause are not included for purposes of Performance Point calculations.	€1,000 for each 0.1% percentage point below 98% availability.  €1,000 for each full percentage point below 98% "Correct" arrival departure times.
DAT-KPI-1	Timely provision of required Planned Scheduled Data to the Authority	Operator to supply approved Planned Schedule Data and other data as required of the Operator as set out in Schedule 2 and 9 to the Authority in VDV 452	Authority or its agents to record and report on each instance of failure each Service Quality Assessment Period	€500 per day late



		format, 10 Business Days in advance of implementation date of approved Timetable.		
DAT-KPI-2	Timely provision of required preliminary Planned Scheduled Data to the Authority for the publication of on-street information	Operator to supply preliminary Planned Schedule Data and other data as required of the Operator as set out in Schedule 2 to the Authority in VDV 452 format, 30 Business Days in advance of implementation date of approved Timetable.	Authority or its agents to record and report on each instance of failure each Service Quality Assessment Period	€1,000 per day late
TKT-KPI-1	<p>Current Ticket Equipment Action list, Hotlist and Fares configuration data uploaded correctly</p> <p><b>Please Note: this requirement will be updated via variation in advance of NGT Commencement Date.</b></p>	100%	<p>Operator reports each Quarter:</p> <ul style="list-style-type: none"> <li>- Number of scheduled kilometres operated with Ticket Equipment not containing Current* Action list data.</li> <li>- Number of scheduled kilometres operated with Ticket Equipment not containing most recently issued Hotlist data.</li> <li>- Number of scheduled kilometres operated with Ticket Equipment not containing current* Fares configuration data</li> </ul> <p>* Current means most recent data supplied to Operator by Authority, excepting data provided in last 24 hours.</p>	Deduction of €0.20 per scheduled kilometre operated with Ticket Equipment that does not contain current Action list, Hotlist or Fares configuration data

			NTA Audits will apply.	
TKT-KPI-2	<p>% scheduled service km operated with fully functioning Ticketing Equipment</p> <p><b>Please Note: this requirement will be updated via variation in advance of NGT Commencement Date.</b></p>	100%	<p>Operator reports each Quarter:</p> <ul style="list-style-type: none"> <li>- (A) Scheduled km operated without fully functioning Driver TGX Console for the receipt of cash fares and printing of cash fare receipts</li> <li>- (B) Scheduled km operated without fully functioning Remote SCV for the validation of Leap Card and PSC Passes and the payment of maximum fares on Leap Card e-purse</li> </ul> <p>Operator reports for each Network Bus operated after the maximum time specified in paragraph 8.5.2 of Schedule 8:</p> <ul style="list-style-type: none"> <li>- (C) Scheduled km operated without fully functioning Driver TGX Console for the receipt of cash fares and printing of cash fare receipts</li> <li>- (D) Scheduled km operated without fully functioning Remote SCV for the validation of Leap Card and PSC Passes and the payment of maximum fares on Leap Card e-purse</li> </ul> <p>NTA Audits will apply</p>	<p>(C) Deduction of €2 per scheduled Km operated with Ticket Equipment without Driver TGX console functionality</p> <p>- (D) Deduction of €1 per scheduled km operated without remote SCV functionality</p>

TKT-KPI-3	% ticketing data not provided to the Authority	95%	Authority or its agents to record and report on percentage of ticketing data not provided by the relevant operational day in each Quarter	€500 for each 1% below target within 1 Operational Day
	<b>Please Note: this requirement will be updated via variation in advance of NGT Commencement Date.</b>	100%		€500 for each 0.01% not provided within 7 Operational Days

Table 19 -3 Authority Systems, Data and Processes performance indicators

## 19.12 Bus Vehicle Performance

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

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

Table 19 -6 Bus Vehicle performance indicators

Indicator	Requirement	Performance Points
E.1 Bus Equipment	<p>Equipment on-board meets the with Network Bus Specifications in Schedule 3 and is functioning and in use:</p> <ol style="list-style-type: none"> <li>1. Centre doors operating correctly where present, and used by driver at all stops where passengers disembark, where it is safe to do so.</li> <li>2. Wheelchair ramp is operating correctly and used by driver on passenger request</li> <li>3. Next stop display is operating correctly</li> <li>4. Next stop audio announcement is operating correctly</li> <li>5. Route number displayed correctly on front, side and rear of bus and destination displayed correctly on front and side of bus</li> <li>6. On board CCTV screen working</li> <li>7. Interior lighting on, and functioning correctly</li> <li>8. Bus heating operated to match the weather conditions</li> <li>9. Passenger Wi-Fi services working</li> </ol> <p>Methodology: Mystery Passenger Survey undertaken by NTA or its agents. See Annex A, B and C to Schedule 19.</p>	<p>1</p> <p>2</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>Applied to each full % of failures recorded in each of relevant categories. Note: only applied to Network Buses where relevant equipment is installed and/or specified as a requirement in Schedule 3: Network Bus specification</p>

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

Table 19-8: Passenger Wi-Fi performance indicators

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

Table 19 -9 On-board CCTV performance indicators

**19.14 Bus Driver Performance Deduction**

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

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

Table 19 -10 Bus driver performance indicators

**19.15 Cleanliness Performance Deduction**

19.15.1 The Cleanliness Performance Maximum Deduction as set out in Table 19-2 is applied if more than 24 or more Performance Points are accumulated under this heading in any one Service Quality Assessment Period. 50% of the Cleanliness Performance Maximum Deduction is applied if over 12 and up to 24 Performance Points are accumulated under this heading in any one Service Quality Assessment Period. No Cleanliness Performance Deduction is applied if 12 or less Performance Points are accumulated under this heading in any one Service Quality Assessment Period.

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

Table 19 -11 Bus cleanliness performance indicators



**19.16 Customer Service Performance**

19.16.1 The Customer Service Performance Maximum Deduction as set out in Table 19-4 is applied in full if 11 or more Performance Points are accumulated under this heading in any one Service Quality Assessment Period. 50% of the Customer Service Performance Maximum Deduction is applied if 6 or more but less than 11 Performance Points are accumulated under this heading in any one Service Quality Assessment Period. No Customer Service Performance Deduction is applied if less than 6 Performance Points are accumulated under this heading in any one Service Quality Assessment Period.

Indicator	Requirement	Performance Points
CS.1 Customer Query Case	<p>Operator to investigate and resolve/update issues escalated from the CCC via the CCC case management system as outlined in Schedule 13 (Customer Care): Annex B - Case Type 2.</p> <p>96% of cases are resolved/updated in the CCC case management system within 4 Business Days.</p> <p>Methodology: Authority or its agents to record and report on each instance of failure each Service Quality Assessment Period.</p>	1 point per % below 96% compliance with requirements in each Service Quality Assessment Period.
CS. 2 Customer Sentiment Escalation Case	<p>Raised when a customer expresses distinct dissatisfaction or requests to escalate a matter or issue, they have experienced (Schedule 13: Annex B - Case Type 4).</p> <p><u>Black</u> 98% of escalated cases are acknowledged and internal Transport Operator Legal/ Risk assessment process is initiated within 1 Business Day as outlined in Schedule 13 (Customer Care).</p> <p><u>Red</u> 96% of escalated cases are provided a substantive response via the CCC or direct to the customer as applicable, using the CCC case management system within 10 Business Days as outlined in Schedule 13 (Customer Care).</p> <p>Methodology: Authority or its agents to record and report on each instance of failure each Service Quality Assessment Period.</p>	1 point per % below threshold in each Service Quality Assessment Period

CS. 3 Customer Sentiment Complaint Case	<p>Raised when a case has gone through escalation case management process, but customer is dissatisfied and requests to make a complaint (Schedule 13: Annex B - Case Type 5).</p> <p>96% of cases to be updated and sent back to the CCC within 3 Business Days.</p> <p>Methodology: Authority or its agents to record and report on each instance of failure each Service Quality Assessment Period.</p>	1 point per % below 96% compliance with requirements in each Service Quality Assessment Period.
CS. 4 Incident Communications Management	<p>Processes for handling planned and unplanned incidents that disrupt travel.</p> <p>1. Major Disruption/Incident (Schedule 13: Annex B - Incident Type 1) &lt;10 mins of becoming aware of the incident notify CCC &lt;30 minutes Estimated fix time &lt;10 mins after the issue has been resolved to notification of CCC of the resolution.</p> <p>2. Unplanned Services Interruption (Schedule 13: Annex B - Incident Type 3) &lt;10 mins of becoming aware of the incident notify CCC &lt;30 minutes Estimated fix time &lt;10 mins after the issue has been resolved to notification of CCC of the resolution.</p> <p>3. Planned Services Interruption (Schedule 13: Annex B - Incident Type 2) Notify CCC at least 5 days in advance</p> <p>4. Anti-Social Behaviour (Schedule 13: Annex B - Incident Type 1) &lt;10 mins notify CCC Methodology: Customer Services Report to contain details of each instance of failure each Quarter. Authority audits will apply.</p>	1 Performance Points per failure in each Service Quality Assessment Period.
CS. 5 Lost Property Management	<p>End to end process for handling Lost Property</p> <p>96% of Items found must returned to and then registered at their designated lost property office within 1 Business Day of the item being found.</p> <p>Methodology: Customer Services Report to contain details of each instance of failure each Quarter. Authority audits will apply.</p>	1 point per % below 96% compliance with requirements in each Service Quality Assessment Period.

Table 19 -12 Customer service performance indicators

**19.17 Customer Information Performance**

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

19.17.2 Indicators for Customer Information on board Network Buses are presented below:

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

Table 19 -13 On board customer information performance indicators

19.17.3 Indicators for Customer Information via Consolidated Contact Centre are presented below:

Indicator	Requirement	Performance Points
CI.2 Advance announcement of timetable changes	Timetable changes to be advised to the CCC operator and Authority's Customer Experience team as early as possible and not less than 20 Business Days in advance of the changes taking place. Methodology: Operator to report in Quarterly Customer Service Performance Report all instances where advice of timetable change was not provided 20 business days in advance of changes taking place. Results may be audited by ad-hoc Authority audits or by Mystery Passenger Survey (NTA).	0.25 points for each day delay in announcement

Table 19 -14 Operator Website information performance indicators

**19.18 Report Provision Performance**

19.18.1 The deductions outlined below are applied up to the Report Provision Performance Maximum Deduction as set out in Table 19-2.

Indicator	Requirement	Performance Points
R.1 Operations Report (Period and Quarterly)	Operator to provide Report within 15 Business Days of the end of the previous Period or 30 Business Days of the end of the Quarter as appropriate or amended version of Report within 5 Business Days of being notified	€250 for each day overdue
R.2 Period Cost Report	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.	€250 for each day overdue
R.3 Customer Services Performance Report (Quarterly)	Operator to provide Report within 30 Business Days of the end of the relevant Quarter, or amended version of Report where required by Authority within specified timescale.	€250 for each day overdue
R.4 Quarterly Accessibility Report	Operator to provide Report within 30 Business Days of the end of the relevant Quarter, or amended version of Report within 5 Business Days of being notified (per Schedule 13).	€350 for each day overdue.
R.5 Quarterly Customer Satisfaction Improvement Plan	Operator to provide Plan within 20 Business Days of receipt of the Quarterly Customer Satisfaction Report, or amended version of Report within 10 Business Days of being notified (per Schedule 13).	€250 for each day overdue
R.6 Issues Log Register Update	Operator to resolve Operator-assigned issues on the Issues Log Register on or before the target resolution date (per Schedule 5).	€500 for each full 5 Business Days overdue for High Priority issues €350 for each full 5 Business Days overdue for Medium Priority issues €250 for each full 5 Business Days overdue for Low Priority issues
R.7 Change Implementation Plan	Operator to provide a change implementation plan within 20 Business Days of request from the Authority (per Schedule 5)	€350 for each day overdue.
R.8 Annual Business Plan	Operator to provide draft and final Annual Contract Review to Authority by specified date.	€500 for each day overdue.
R.9 Driver Resource and Schedule	Operator to provide updated Annex 2A3 within 20 Business Days of the Review Date (per Schedule 2)	€350 for each day overdue
R.10 Fleet Database	Operator to notify the Authority of any proposed changes to the use of Network Buses at least 10 Business Days in advance of any such change	€1,000 for each failure
R.11 Customer Satisfaction Improvement Plan"	Operator to provide a draft of the Customer Satisfaction Improvement Plan within 20 Business Days of the relevant Customer Satisfaction Report.	€350 for each day overdue

Indicator	Requirement	Performance Points
R.12 Quarterly Underspend Credit Note	Operator to provide a Credit Note to the Authority in accordance with Schedule 21 within 15 Business Days of submission of the Period Cost Report for the final Reporting Period in that Quarter	€350 for each day overdue
R.13 Annual Maintenance Plan	Operator to provide a draft of the Annual Maintenance Plan within 40 Business Days of the Review Date	€350 for each day overdue
R.14 Provision of ticketing data to Authority	Operator to provide transaction and revenue data in the format at the time specified in Schedule 8: Ticketing and Fare Collection	€500 for each day after required time that data in correct format is not provided. Delay in supply of data may also result in delay in contractual payments
R.15 Quarterly Punctuality and Lost Kilometre Performance Reports	Operator to provide reports within 30 Business Days of the end of the relevant Quarter, unless otherwise agreed with the Authority.	€250 for each day overdue

Table 19 -15 Report provision performance indicators

### 19.19 Cyber Security Performance

19.19.1 The Cyber Security Performance Maximum Deduction as set out in Table 19-2 is applied in full if 11 or more Performance Points are accumulated under this heading in any one Service Quality Assessment Period. 50% of the Cyber Security Service Performance Maximum Deduction is applied if 6 or more but less than 11 Performance Points are accumulated under this heading in any one Service Quality Assessment Period. No Cyber Security Performance Deduction is applied if less than 6 Performance Points are accumulated under this heading in any one Service Quality Assessment Period.

Indicator	Requirement	Performance Points
SC.1 Service Reporting	Full Service Report per section 34.7 to be submitted within 10 business days to the end of Quarter Methodology: Authority Records	1 Point per failure
SC.2 Annual Security Plan	Default to generate annual security strategy/Plan and ISMS Note: Result for Calendar year applied to first Quarter of subsequent year Methodology: Authority Records	1 Point per failure
SC.3 Data Breach Simulation	Default to perform Data Breach rehearsal Applies to 4th Quarter of the calendar year Methodology: Operator to report in 4th Quarterly Full Service Report of any non-compliance to undertake a Data Breach rehearsal. NTA audits will apply	1 Point per failure

SC.4 Disaster Recovery and Backup Plan	Default to perform DR and Backup test Applies to 3rd Quarter of Calendar year Methodology: Operator to report in 3rd Quarterly Full Service Report of any non-compliance to undertake a DR test. NTA audits will apply	1 Point per failure
SC.5 Patching Remediation	Default to apply patches in line with service level referred to in Schedule 34 Maximum penalty 5 points per quarter Methodology: Operator to report in the Quarterly Full Service Report with percentage of incidents where patches were applied in line with service level. NTA audits will apply	1 point per % below 95% compliance with requirements
SC.6 Vulnerability Scanning	Default to scan all systems of the asset estate each quarter Maximum 5 Performance Points in any quarter Methodology: Operator to report in Quarterly Full Service Report of non-compliance to scan a system in that quarter. NTA audits will apply.	1 Point per failure
SC.7 User access Reviews	Default to undertake user access reviews of key systems Maximum 5 Performance points in any quarter Methodology: Operator to report in Quarterly Full Service Report of any non-compliance to undertake user access reviews of key systems in that quarter. NTA audits will apply	1 Point per failure
SC.8 Audit and supplementary evidence	Default to facilitate an audit (For example: NIS2, PCI, External independent audit) Default to supply additional evidence in support of the quarterly reporting pack Methodology: Authority Records	1 Point per failure
SC.9 Risk Management Failure	Default to record, update and produce top risks from risk register based risk classification and severity. Methodology: Operator to highlight top 10 risks and the total count of risks from the risk register as part of Quarterly Full Service report	1 Point per failure
SC.10 Supply chain security	Default to audit and produce third party security posture assessment every quarter for all third parties involved with the operator Methodology: Operator to report in the quarterly full service report on the security posture of all third parties involved with the operator	1 Point per failure
SC.11 Multi Factor Authentication	Default to implement and audit Multifactor authentication for remote login, business critical systems and applications Methodology: Operator to report in Quarterly Full Service Report for any non-compliance to implement Multi-factor authentication every quarter. NTA audits will apply	1 Point per failure

SC.12 Incident Notifications	Default or delay to report and record security incidents to NTA and DPO within defined timelines Methodology: Operator to report in Quarterly Full Service Report of any security incident and their severity for the quarter	1 Point per failure
SC.13 Security and privacy Awareness	Default to schedule security and privacy awareness training on a quarterly interval (Phishing) Methodology: Operator to report in Quarterly Full Service Report of non-compliance to organise security and privacy awareness training for all end users. NTA audits will apply	1 Point per failure
SC.14 Penetration Testing	Default to schedule and perform penetration testing for all external facing applications annually Methodology: Operator to report in final Quarterly Full Service Report of any non-compliance to undertake a penetration testing exercise on all external facing applications. NTA audits will apply	1 Point per failure
SC.15 Security Policy	Default to create, review and update all relevant security policies annually Methodology: Operator to report on the security policies updated quarterly as part of the Quarterly full service report	1 Point per failure
SC.16 Configuration Management	Default to perform configuration review of the security tools and solutions implemented by the operators annually and is not limited to external perimeter devices Methodology: Operator to report in final Quarterly Full Service Report of any failure to undertake a configuration management review. NTA audits will apply	1 Point per failure
SC.17 Security Posture / Coverage	Default to maintain an updated record of the whole asset estate of the transport operator, to ensure they are covered with all required security solution not limited to AV, SIEM coverage Methodology: Operator to report Quarterly Full Service Report on the asset inventory and solution coverage	1 Point per failure

Table 19 -16 Cyber Security performance indicators

## 19.20 Fare Evasion Deduction and Incentive Payments

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

19.20.2 If the Moving Annual Fare Evasion Rate (MAFER) to the end of the relevant Quarter as defined in Schedule 10 is less than or equal to the Permitted Fare Evasion Threshold plus the allowable tolerance (one percentage point), the Fare Evasion Deduction shall not apply for the relevant quarter.

19.20.3 If the Moving Annual Fare Evasion Rate (MAFER) to the end of the relevant Quarter as defined in Schedule 10 is greater than the Permitted Fare Evasion Threshold minus the allowable tolerance (one percentage point), the Fare Evasion Incentive shall not apply for the relevant quarter.



19.20.4 If the Moving Annual Fare Evasion Rate (MAFER) is greater than the Permitted Fare Evasion Threshold (PFET) plus the allowable tolerance (one percentage point) for the relevant Quarter, the Fare Evasion Deduction shall be calculated using the following equation:

Fare Evasion Deduction =

[(Fares Revenue due for the relevant Quarter) x

(MAFER for the relevant Quarter minus (PFET plus one percentage point))]

19.20.5 If the Moving Annual Fare Evasion Rate (MAFER) is less than the Permitted Fare Evasion Threshold (PFET) minus the allowable tolerance (one percentage point) for the relevant Quarter, the Authority shall pay the Operator an incentive amount, calculated using the following equation:

Fare Evasion Incentive Payment =

[(Fares Revenue due for the relevant Quarter) x

((PFET minus one percentage point) minus MAFER for the relevant Quarter)] / 2

19.20.6 If the Moving Annual Fare Evasion Rate to the end of a relevant Quarter is within the range of the Permitted Fare Evasion Threshold plus or minus the allowable tolerance (PFET plus or minus one percentage point), no Fare Evasion Deduction or Fare Evasion Incentive Payment shall apply for that Quarter.

**Annex A: Mystery Passenger Survey Forms and KPIs**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

Annex to Schedule 19 - Performance Payments and Deductions

## Annex B: Mystery Passenger Survey KPI Calculation Methodology

### 1. Introduction

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

The workbook contains the following tabs: -

**Tab 1:** ‘Summary’ – a summary of the contents of the spreadsheet

**Tab 2:** ‘BMO Bus Questionnaire’ – a copy of the Mystery Shopper Questionnaire for the Services

**Tab 3:** ‘BMO Bus KPI’ – The KPI’s for the Services

**Tab 4:** ‘Sample Calc BMO Bus KPI’ – a worked through example using Mystery Shopper survey data to show how the spread sheet for the Services will work

This note summarises how the Authority uses raw quarterly Mystery Shopper data to determine the performance of an operator against a number of Key Performance Indicators. This explanation should be read in conjunction with Tab 4 ‘Sample Calc of BMO Bus KPI’ of the excel workbook.

### 2. KPI Categories

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

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

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

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

### 3. Use of Quarterly Mystery Passenger Survey responses to calculate KPI performance

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

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

		Compliance Criteria (defined by Schedule 19)	Answer Code
30A	30A. When you were boarding the bus, did the driver open the centre doors for passengers who were getting off the bus?		
1	Yes		Q30A.1
2	No		Q30A.2
3	No passengers alighted		Q30A.3

*Extract from 'Sample Calc BMO Bus KPI' showing question number and answer coding indicated in the yellow cells*

Under each of the headings and subheadings outlined in section 2 above, there is a combination of questions used to determine a performance score for each of these subheadings. For example, for subheading 'E1.1: Centre Doors Opening' under the 'E.1 Bus Equipment Performance' heading, a combination of the responses to survey questions 30, 30A and 30B, 66 and 66A are used to determine the operator's performance under this KPI.

The questions asked in the survey are below

30	30. Did the bus have centre doors?	
1	Yes	
2	No	

IF YES TO CENTRE DOORS Q30/1		On boarding
30A	30A. When you were boarding the bus, did the driver open the centre doors for passengers who were getting off the bus?	
1	Yes	
2	No	
3	No passengers alighted	

30B	30B. If no, why was this?	
1	There was an obstruction inside the bus, e.g. a buggy or wheelchair	
2	There was an obstruction outside the bus, e.g. bin or barrier	
3	No clear reason	non-adherence

IF YES TO CENTRE DOORS Q30/1		On Alighting
66	66. When alighting, did the driver open the centre doors for you to alight?	
1	Yes	
2	No	

66A	66A. If no, why was this?	
1	There was an obstruction inside the bus, e.g. a buggy or wheelchair	
2	There was an obstruction outside the bus, e.g. bin or barrier	
3	No clear reason	non-adherence

Column G entitled '*Measurement Methodology*' in the 'Sample Calc BMO Bus KPI' tab outlines the formula used to determine the percentage of non-adherences using the responses to each of the survey questions under each KPI. For example under '*E1.1: Centre Doors*' the following formulas are used: -

For Q30 (boarding)

Non-adherence Q30B.3 as  
% of surveyed buses with centre doors, excluding where no  
passengers alighted (Q30.1-Q30A.3)

And for Q66 (alighting)

Non-adherence Q66A.3 as  
% of surveyed buses with centre doors (Q30.1)

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

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

**E.1.2** Wheelchair Ramp performance

and **D.1.6** Safe Driver Behaviour but only for questions **80** and **83C**

Column K entitled '*Composite Performance Points*' the points contained here are made up of the average Performance Points (rounded down to nearest full percentage point) for each of the questions that are used to determine that particular KPI sub-heading. For example the composite performance points for KPI E1.1: relating to centre door opening is made up of the average percentage of non-adherences in Q33 and Q66, where each full 1% of non-adherence is equal to 1 Performance Point. In this particular example this gives us a composite result of 3 Performance Points. The blue fill in Column K colour indicates which question results are combined to form the result.

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

For example in the case of the Bus Equipment Performance - E.1 KPI and the 8 subheadings that form this KPI, which are: -

1. E1.1: Centre Doors
2. E1.2: Wheelchair Ramp
3. E1.3: Electronic Next Stop Display
4. E1.4: Automatic Next Stop Announcement
5. E1.5: External Route Information Displays
6. E1.6: CCTV Equipment
7. E1.7: Lighting Equipment
8. E1.8: Heating Equipment

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

In the example shown a 100% deduction (equivalent to 0.3% of the Maximum Service Quality Assessment Period Payment, as set out in Table 19-2 of Schedule 19) would be applied, as the Operator has exceeded 25 Performance Points, by recording 29 Performance Points this Service Quality Assessment Period.

**Annex C: Mystery Shopper Surveyor Instructions**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

Annex to Schedule 19 - Performance Payments and Deductions

## **SCHEDULE 20: CONTRACT PRICES AND INDEXATION**



## Part 1 – Operating charges

### 20.1 Introduction

20.1.1 In this Schedule (Contract Prices and Indexation):

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

**Base Price Date** means 1 January 2025.

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

**Relevant Quarter** means in relation to the Base Price Date or a Review Date, Q2 (to which the Employment Index, when published, relates) immediately preceding such Base Price Date or Review Date, as the case may be.

20.1.2 The tables in this Schedule 20 (Contract Prices and Indexation) and associated Annex A set out the costs for operating the Services.

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

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

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

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

### 20.2 Services Charge

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

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

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

where:

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

**ASC** is the Annual Services Charge as detailed in Annex A to this Schedule 20 (indexed in accordance with paragraphs 20.6 to 20.1120.10 of this Schedule 20) which applies on the first day of the Reporting Period.

- 20.2.3 The Annual Services Charge used to calculate the Services Charge will be subject to indexation in accordance with the provisions of paragraphs 20.6 to 20.10 of this Schedule 20 (Contract Prices and Indexation).
- 20.2.4 The allocation methodology used for each cost item as set out in the Operator's Methodology Report. The Operator shall not be permitted to amend the allocation methodology for any cost item without prior approval from the Authority.
- 20.2.5 At the beginning of any Contract Year, all approved Variations from the previous Contract Year shall be included in the calculation of that year's Annual Services Charge where ongoing costs are due to be incurred.
- 20.2.6 The Annual Services Charge shall be broken down into individual cost items and itemised under sub-headings: Direct Costs, Other Route Costs, Overheads and Asset Renewal & Interest. The cost items to be allocated into each sub-heading outlined above are outlined in Annex C to this Schedule 20. Each individual cost item shall be allocated to one of either Employment Percentage, Consumer Price Percentage, Fuel Percentage or Charge Percentage as outlined in Annex C to this Schedule 20 and aggregated to calculate the relevant percentage of the Annual Services Charge.

### 20.3 Calculation of Annual Operating Charge

- 20.3.1 The Annual Operating Charge for a Contract Year shall be calculated by the Authority.
- 20.3.2 The Annual Operating Charge shall be the sum of
- Annual Services Charge, indexed in accordance with section 20.6 to 20.10 of Schedule 20 plus the price for approved Variations, itemised;
- Plus*
- Capital Expenditure Projects approved for funding through the PSO Budget as outlined in Schedule 17
- Plus*
- Any Payments related to Ancillary Services as outlined in Schedule 21
- Plus*
- Reasonable Profit for that year as determined by the Authority
- less*
- adjustments for all other revenues for the previous Contract Year or Contract Years as contemplated under Schedule 22: Net Financial Effect Report,
- less*
- adjustments for any positive financial effects for the previous Contract Year or Contract Years as contemplated under Schedule 22: Net Financial Effect Report and Efficiency Incentive;

*less*

adjustments for profit for the previous Contract Year or Contract Years in excess of Reasonable Profit that the Authority may deem appropriate, using the methodology set out in Schedule 22: Net Financial Effect Report and Efficiency Incentive;

*and*

any other payment adjustments contemplated by this Agreement.

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

## 20.4 Rates for Variations to Services

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

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

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

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

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

20.4.4 For the purposes of any Service Variation, the fuel cost (indexed in accordance with paragraph 20.10) shall be calculated based on the fuel cost per litre for each Network Bus type set out in Table 3 of this schedule and the total number of kilometres to be operated by that Network Bus as part of that Service Variation.

## 20.5 Supporting Information

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

[illegible]

**Table 2b – Annual Maintenance charge by Network Bus type – Without Refurbishment**

Network Bus type	Age of bus	Year of Manufacture	Engine Type	Parts Per 100KM €	Labour Per 100KM €	Tyre costs Per 100KM €	Total Per 100KM€
							€
							€
							€
							€
							€
							€
							€
							€
							€
							€
							€
							€
							€
							€
							€
							€
							€
							€
							€

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

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

Table 4– Annual charge cost by Network Bus type					
Network Bus Type	Year of Manufacture	Operator Site	Average electricity consumption rate (kWh/km)	Energy consumed (KWh)	Charge cost per kWh (€/kWh)
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	kWh/km	kWh	€/kWh
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	kWh/km	kWh	€/kWh
<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	<i>To be completed by Operator</i>	kWh/km	kWh	€/kWh
<b>Total</b>					

20.5.3 The charges in Tables 2, 3 and 4 shall be used in the event of an Authority Variation in accordance with Clause 28.3 (d) *Changes and Variations to Services* and Schedule 23 (*Variations*) for the purposes of considering any changes in costs being demonstrated by the Operator under Clause 28.3(d), insofar as any such difference is directly referable to the change in specification of an Authority Network Bus.

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

**Part 2 – Indexation****20.6 Indexation**

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

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

where:

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

**20.7 Applicable Factor**

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

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

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 20.8;
- EF<sub>RD</sub>** is the Employment Factor for the Relevant Quarter prior to such Review Date determined in accordance with paragraph 20.9; and
- FF<sub>RD</sub>** is the Fuel Factor for the Review Date determined in accordance with paragraph 20.10.
- CF<sub>RD</sub>** is the Charge Factor for the Review Date determined in accordance with paragraph 20.10.



## 20.8 Consumer Price Factor

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

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

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

where:

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

## 20.9 Employment Factor

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

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

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

where:

- $EF_{RD}$**  is the Employment Factor for a Relevant Quarter, expressed as a decimal to three decimal places;
- $EHECS_{RD}$**  is the average hourly earnings of all employees in the economy number published by the Central Statistics Office (or any successor thereto) for Q2 for the year prior to the Contract Year for which the calculation is being made;

**EHECS<sub>BD</sub>** is the average hourly earnings of all employees in the economy number published by the Central Statistics Office (or any successor thereto) for the Q2 prior to the Base Price Date,; and

**EP** is the Employment Percentage, expressed as a decimal to three decimal places. The Employment Percentage means the percentage of the Annual Services Charge to be indexed by reference to the average hourly earnings of all employees in the economy, as set out in the Central Statistics Office's Earning Hours and Employment Costs Survey under Table HEQ03.

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

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

where:

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

**EHECS<sub>RD</sub>** has the same meaning as defined in paragraph 20.9.1;

**EHECS<sub>BD</sub>** has the same meaning as defined in paragraph 20.9.1; and

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

## 20.10 Fuel Factor

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

$$FF_{RD} = \left( 1 + \frac{\text{Fuel Price at Review Date} - \text{Fuel Price at Commencement Date}}{\text{Fuel Price at Commencement Date}} \right) \times FP$$

Where

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

**FF<sub>RD</sub>** Is the Fuel Factor for the Review Date, expressed to three decimal places

20.10.2 The Fuel Price consists of the following elements:

(a) ULSD 10 ppm CIF NWE	\$/tonne	██████
(b) Handling costs	\$/tonne	██████
(c) Volume conversion (tonnes -> litres)	currently	██████ Ltr/Tonne
(d) Exchange rate	\$/€	██████
(e) Administration & Other related costs	€/litre	██████
(f) Customs & Excise Road €/litre	currently €	██████ /Ltr
(g) Carbon tax Road	currently €	██████ /Ltr
(h) VAT rate road	currently	23.00%
(i) VAT non recoverable % road	currently	95%
(j) Bio Fuel levy – road	currently	€1.0000/Ltr
(k) Bio Fuel obligation – road	currently	0.000% of usage

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

ITEM	DESCRIPTION	FUNCTION	UNIT OF MEASURE	ROAD FUEL
A	ULSD 10 PPM CIF NWE		\$/Tonne	
B	Handling Costs-freight, port fees	+	\$ Tonne	
C	Conversion rate 1183	/	Litre/Tonne	
D	Exchange rate (see 20.6.8.2.C below)	/	\$/€	
<b>S1</b>	<b>Subtotal {(A+B)/C}/D</b>		<b>€</b>	
E	Logistics	+	€/Litre	
F/G	Customs & Excise*	+	€/Litre	
H/I	Carbon*	+	€/Litre	
J	Marker Dye Rail	+	€/Litre	
K/L	VAT % of A above*	*	%	
M/N	VAT non recoverable %*	*	%	
<b>S2</b>	<b>Subtotal (S1*H*I)</b>			
O	Bio-Fuel levy*	+	€/Litre	1.000000
P	Bio Fuel Obligation*	*	%	0.00%
S3	Subtotal (J*K)			
	<b>TOTAL ROAD [S1+E+F+G+S2+S3]</b>			
	Roundings for stock adjustments			
	<b>Total</b>			

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

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

Current Month	Cover for Requirement of	Current Month	Cover for Requirement of

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

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

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

**20.11 Charge Factor**

20.11.1 The Charge Factor for a Review Date shall be determined in accordance with the following:

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

where:

- CF<sub>RD</sub>** is the Charge Factor for a Review Date, expressed as a decimal to three decimal places;
- CPI<sub>RD</sub>** is the average Consumer Price Index for energy products, published by the Central Statistics Office (or any successor thereto) for the 12 month period up to and including the Indexation Month of June prior to the Review Date for the Contract Year for which the calculation is being made;
- CPI<sub>BD</sub>** is the average Consumer Price Index for energy products, published by the Central Statistics Office for the 12 month period up to and including the Indexation Month of June prior to the Base Price Date; and
- CP** is the Charge Percentage, expressed as a decimal to three decimal places. The Electricity Percentage means the percentage of the Annual Services Charge to be indexed by reference to this Section 20.11. The Charge Percentage shall include direct Network Bus charging costs only.

**20.12 Employment, Consumer Price, Fuel and Charge Percentage Review**

20.12.1 The Fuel Percentage, Employment Percentage, Consumer Price Percentage and Charge Percentage shall be reviewed by the Authority at each Review Date and amended as necessary to reflect any changes in the overall proportion of costs allocated to each applicable percentage within the overall Annual Services Charge, arising from any implemented ongoing Variations during the previous Contract Year, or for any other relevant reason.

20.12.2 Such adjustments as contemplated by paragraph 20.12.1 shall be undertaken by aggregating each individual cost item arising from all approved ongoing Variations (at Base Price rates) and applying the process set out in paragraph 20.2.6.

**Annex A: Annual Service Charge**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 20 - Contract Prices and Indexation](#)

**Annex B: Direct Kilometre Charge by Route**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 20 - Contract Prices and Indexation](#)

**SCHEDULE 21: PAYMENT MECHANISM**



## 21.1 Introduction

21.1.1 The Operator is entitled to invoice the Authority for payments due in accordance with this Agreement.

21.1.2 The Operator shall issue the Authority with invoices (or to the extent applicable, credit notes) in respect of each Reporting Period, Quarter or Service Quality Assessment Period, as the case may be, in respect of amounts payable under the Agreement in accordance with this Schedule 21 (Payment Mechanism).

21.1.3 In this Schedule (Payment Mechanism):

**Ancillary Services Payment** means the payment contemplated by paragraph 21.19.

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

**Base Period Payment** means the payment contemplated by paragraph 21.8.

**Capital Expenditure Payment** means the payment contemplated by paragraph 21.20.

**Diesel Rebate Claim** has the meaning given to it in paragraph 21.4.

**Excess Wait Time Incentive Payment** means the payment contemplated by paragraph 21.12.

**Excess Wait Time Performance Payment** means the payment contemplated by paragraph 21.11.

**Fare Evasion Deduction** means the deduction contemplated by 21.16.

**Fare Evasion Incentive Payment** means the payment contemplated by paragraph 21.16.

**Lost Kilometres Deduction** means the deduction contemplated by paragraph 21.14,

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

**Punctuality Incentive Payment** means the payment contemplated by paragraph 21.10,

**Punctuality Performance Payment** means the payment contemplated by paragraph 21.9.

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

**Quarterly Underspend Credit Note** has the meaning given to it in paragraph 21.21 of this Schedule 21 (Payment Mechanism).

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

**Service Quality Performance Payment** means the payment contemplated by paragraph 21.15.

**Supporting Documentation** has the meaning given to it in paragraph 21.22.5.

**21.2 Calculation of invoice for a Period Payment**

21.2.1 A Period Payment refers to the amount payable to the Operator in respect to each Reporting Period.

21.2.2 The amount payable in each Period Payment shall be the aggregate of:

- (a) the Base Period Payment, in accordance with paragraph 21.8, for the Reporting Period relevant to the invoice being submitted;
- (b) any payment for a Variation, in accordance with paragraph 21.13;
- (c) any payment for Ancillary Services (in accordance with paragraph 21.19), for such Reporting Period;
- (d) Any payment for Capital Expenditure projects (in accordance with paragraph 21.20) for such Reporting Period;
- (e) any other payments due in accordance with this Agreement;

*Less the aggregate of the following, unless otherwise agreed in advance with the Authority:*

- (f) any deduction arising from a Variation, in accordance with paragraph 21.13;
- (g) Ancillary revenues for such Reporting Period retained by the Operator;
- (h) any other deductions due in accordance with this Agreement.

21.2.3 In the event the calculation of any Period Payment results in a negative value, the Operator shall issue the Authority with a credit note. This credit note shall be offset against the next invoice issued by the Operator.

**21.3 Calculation of invoice for a Quarterly Payment**

21.3.1 A Quarterly Payment refers to the amount payable to the Operator in respect to each Quarter.

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

- (a) the Punctuality Performance Payment, (in accordance with paragraph 21.9);
- (b) the Excess Wait Time Performance Payment, (in accordance with paragraph 21.11);
- (c) the Excess Wait Time Incentive Payment, (in accordance with paragraph 21.12);
- (d) the Punctuality Incentive Payment, (in accordance with paragraph 21.10);
- (e) the Service Quality Performance Payment, (in accordance with paragraph 21.15) if such Quarter is also the final Quarter of a Service Quality Assessment Period;
- (f) The Fare Evasion Incentive Payment (in accordance with paragraph 21.16) for such Quarter;

*Less the aggregate of the following, unless otherwise agreed in advance with the Authority:*

- (g) the Lost Kilometres Deduction (in accordance with paragraph 21.14), for each Reporting Period within such Quarter;

- (h) the Fare Evasion Deduction (in accordance with paragraph 21.16) for such Quarter;
- (i) a deduction equal to the amount of the Diesel Rebate Scheme payment due to the Operator, in accordance with paragraph 21.4, for the three month period ending on either 31 March, 30 June, 30 September or 31 December, where the Reporting Period in which the invoice is being submitted is the Quarter after which such payments are received by the Operator;
- (j) any other deductions due in accordance with this Agreement.

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

#### **21.4 Diesel Rebate Scheme**

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

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

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

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

#### **21.5 Maximum Period Payment**

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

#### **21.6 Maximum Quarterly Payment**

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

#### **21.7 Maximum Service Quality Assessment Period Payment**

21.7.1 The Maximum Service Quality Assessment Period Payment for each Service Quality Assessment Period is the aggregate of the Services Charges incurred for each Reporting Period during that Service Quality Assessment Period.

**21.8 Base Period Payment**

- 21.8.1 The Base Period Payment for a Reporting Period is the aggregate of the Services Charge, payable in respect of the Reporting Period when the Services Charge was incurred, multiplied by 0.965 plus the Reasonable Profit divided by 13.

**21.9 Punctuality Performance Payment**

- 21.9.1 The Punctuality Performance Payment is payable in respect of each Quarter. The Punctuality Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is available in the Quarterly Punctuality Performance Report for that Quarter. The Quarterly Punctuality Performance Report is issued in accordance with Schedule 18 (Records and Reporting Requirements).

**21.10 Punctuality Incentive Payment**

- 21.10.1 The Punctuality Incentive Payment (if applicable) is payable in respect of each Quarter. The Punctuality Incentive Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is available in the Quarterly Punctuality Performance Report for that Quarter. The Quarterly Punctuality Performance Report is issued in accordance with Schedule 18 (Records and Reporting Requirements).

**21.11 Excess Wait Time Performance Payment**

- 21.11.1 The Excess Wait Time Performance Payment is payable in respect of each Quarter. The Excess Wait Time Performance Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is available in the Quarterly Punctuality Performance Report for that Quarter. The Quarterly Punctuality Performance Report is issued in accordance with Schedule 18 (Records and Reporting Requirements).

**21.12 Excess Wait Time Incentive Payment**

- 21.12.1 The Excess Wait Time Incentive Payment (if applicable) is payable in respect of each Quarter. The Excess Wait Time Incentive Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions) and is available in the Quarterly Punctuality Performance Report for that Quarter. The Quarterly Punctuality Performance Report is issued in accordance with Schedule 18 (Records and Reporting Requirements).

**21.13 Variation Payment**

- 21.13.1 Any amount payable or deductible resulting from a Variation (if either is applicable) is to be included in the invoice in respect of the Reporting Period(s), or other such period as the Authority may determine in accordance with paragraph 23.6 of Schedule 23 (Variations).

**21.14 Lost Kilometres Deduction**

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

#### **21.15 Service Quality Performance Payment**

21.15.1 The Service Quality Performance Payment is payable in respect of each Service Quality Assessment Period. The Service Quality Performance Payment is determined in accordance with Schedule 19 (Performance Payments and Deductions), and is available in the Service Quality Performance Report for that Service Quality Assessment Period. The Service Quality Performance Report is issued in accordance with Schedule 18 (Records and Reporting Requirements).

#### **21.16 Fare Evasion Deduction**

21.16.1 The Fare Evasion Deduction is deductible on a quarterly basis. The Fare Evasion Deduction is determined in accordance with Schedule 19 (Performance Payments and Deductions).

#### **21.17 Fare Evasion Incentive Payment**

21.17.1 The Fare Evasion Incentive Payment (if applicable) is payable on a quarterly basis. The Fare Evasion Incentive Payment is determined in accordance with Schedule 19 Performance Payments and Deductions.

#### **21.18 Payment of invoices**

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

21.18.2 Any invoice issued by the Operator must meet the requirements as set out in paragraph 21.22 before the 15 Business Day payment period commences.

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

#### **21.19 Ancillary Services Payment**

21.19.1 Any amount payable to the Operator in respect of Ancillary Services projects included in the Capital Expenditure Plan approved in accordance with Schedule 17, and funded by the Authority through its Capital Programme, is to be submitted for payment through the Authority's Project Reporting System (PRS), or other such method as the Authority may determine from time to time.

#### **21.20 Capital Expenditure Payment**

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

21.20.2 Any amount payable to the Operator as a consequence of Capital Expenditure projects approved for funding by the Authority through the Capital budget in the Annual Business Plan submitted as per Schedule 17 is to be applied for and paid through the Authority's Project Reporting System (PRS), or other such method as the Authority may determine from time to time.

**21.21 Quarterly Underspend Credit Note**

- 21.21.1 The Operator shall issue a preliminary credit note for any underspend identified in a Relevant Quarter. Credit notes shall be issued for 80% of the recorded contractual underspend in a Relevant Quarter, or such other percentage as may be directed by the Authority from time to time, rounded to the nearest €0.1m. Such underspend shall be calculated by comparing the outturn costs presented in each Period Cost Report for that Relevant Quarter with the amounts paid for the Base Period Payment and any supplementary payments including approved Variations in each Reporting Period.
- 21.21.2 When applicable, a credit note for a Relevant Quarter shall be provided to the Authority within 15 Business Days of submission of the Period Cost Report for the final Reporting Period in that Quarter.
- 21.21.3 Any subsequent adjustment to the value of the credit note issued for a Relevant Quarter, arising from any additional expenditure incurred for that or subsequent Quarters, may be done via a subsequent invoice, subject to the prior approval of the Authority.

**21.22 Invoicing Arrangements**

- 21.22.1 The Operator shall prepare and provide to the Authority for approval a draft pro forma invoice within thirty 30 Business Days of the Commencement Date which shall include, as a minimum, the details set out in paragraph 21.22.2 together with such other information as the Authority may reasonably require. If the draft pro forma invoice is not approved by the Authority then the Operator shall make such amendments as may be reasonably required by the Authority.
- 21.22.2 The Operator shall ensure that each invoice contains the following information, unless otherwise agreed in advance with the Authority:
- (a) the date of the invoice;
  - (b) a unique invoice number;
  - (c) the Reporting Period or other period(s) to which the relevant Charge(s) relate;
  - (d) details of the correct Agreement reference;
  - (e) the reference number of the purchase order to which it relates (if any);
  - (f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
  - (g) the methodology applied to calculate the Charges;
  - (h) the total Charges (gross and net of any applicable deductions);
  - (i) any VAT or other sales tax payable in respect of the same;
  - (j) details of any credits or deductions that shall apply to the Charges detailed on the invoice;
  - (k) reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Operator for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);

- (l) a contact name and telephone number of a responsible person in the Operator's finance department in the event of administrative queries; and
- (m) the banking details for payment to the Operator via electronic transfer of funds (ie name and address of bank, sort code, account name and number).

21.22.3 The Operator shall submit an invoice for the Period Payment ten (10) Business Days in advance of the end of each Reporting Period, with the first invoice being submitted after the end of the first Reporting Period subsequent to the Operating Commencement Date.

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

- (a) the amount referred to in paragraph 21.2.2(a); and
- (b) the other amounts referred to in paragraph 21.2.2.

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

21.22.6 In the event that all elements covered in paragraph 21.3 have not been finalised by the Authority within the 8 weeks referred to in paragraph 21.22.5, the Operator shall assume that no deduction or incentive payment applies to any outstanding element and where relevant the full Punctuality Performance Payment shall be assumed to be due. Any necessary adjustments following the finalisation of any outstanding elements contemplated in paragraph 21.3 shall be carried out in subsequent payments.

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

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

National Transport Authority (NTA)  
Haymarket House  
Smithfield  
Dublin 7  
D07 CF98

with an electronic copy emailed to the Authority's Representative and a copy (including any Supporting Documentation) to such other person and at such place as the Authority may notify to the Operator from time to time.

21.22.9 The Authority shall only regard an invoice as valid if it complies with the provisions of this paragraph 21.22 of this Schedule 21 (Payment Mechanism). Where any invoice does not conform to the Authority's requirements set out in this paragraph 21.22 of this Schedule 21 (Payment Mechanism), the Authority will return the invalid invoice to the Operator. The Operator shall promptly issue a replacement invoice which shall comply with the same. The payment period countdown will only commence upon receipt of a valid invoice which complies with the Authority's requirements.

## **SCHEDULE 22: NET FINANCIAL EFFECT REPORT AND EFFICIENCY INCENTIVE**



**22.1 Overview**

- 22.1.1 No later than 30th April each year, the Operator shall submit a draft Net Financial Effect (NFE) Report for Authority approval, setting out the operating costs incurred and the revenues and Positive Financial Effects received by the Operator in providing the Services in the previous Contract Year, or in the case of 2029, the period from 1<sup>st</sup> January 2029 to 30<sup>th</sup> November 2029.
- 22.1.2 If the Authority has reason to believe that any element of the draft NFE Report has either not been compiled in accordance with the Agreement or has been based on erroneous or incomplete information or data, it may require the Operator to revise and re-submit the draft NFE Report within ten Business Days of being notified.

**22.2 NFE Report content**

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

- (g) Any Positive Financial Effects (or induced network effects) generated by the operation of the Services as set out in Regulation (EC) No 1370/2007 and Interpretative Guidelines concerning Regulation (EC) No 1370/2007
- (h) Capital expenditure funded by the Authority as approved under the Annual Business Plan as outlined in Schedule 17.

- 22.2.2 The Operator shall provide, under each heading and subheading above, full details on the methodology used to calculate the values presented in the NFE Report.
- 22.2.3 In each case where a value in 22.2.1(a) above varies from the agreed charges relating to the Services for the relevant contract year, the Operator shall provide a full explanation of reasons for any material difference in the values presented in the NFE Report.
- 22.2.4 The Operator shall provide a cash flow statement for the year and a reconciliation of the Net Financial Effect to the movement in cash for the year in a format as agreed between the Authority and Operator.
- 22.2.5 The Operator shall provide a reconciliation of the Net Financial Effect for the year to the operating result contained within the audited financial statements for the same year. Draft annual financial statements shall be issued to the Authority before 28<sup>th</sup> February with final financial statements provided by 31<sup>st</sup> May of each year, unless otherwise agreed in advance with the Authority.

## 22.3 Reasonable Profit

- 22.3.1 Reasonable profit for the Contract Year is calculated as follows:

$$\frac{\text{Reasonable Profit}}{\text{Adjusted Equity}} \leq 10\%^*$$

\*Reasonable profit is limited to 8% over the Contract Period.

Where:

- Reasonable Profit is 8% Return on Adjusted Equity;
- Reasonable Profit is limited to 10% in any one contract year and 8% over the full contract period;
- Adjusted Equity is the share of Total Equity that is relevant to the PSO activity. Total Equity is adjusted by the share of PSO revenue relative to total revenue (excluding schools revenue) for the year in question;
- Total Equity is called up share capital and accumulated profits or losses.

- 22.3.2 The Authority shall decide at its discretion (acting reasonably) how much, if any, reasonable profit will be paid:
- (a) after taking into account of relevant factors such as affordability and funding availability.
  - (b) After having given the Operator an opportunity to submit its representations of what is the reasonable profit, together with supporting material; and
  - (c) Having regard to any representations made by the Operator in accordance with paragraph 22.3.2(b).
- 22.3.3 Where the profit exceeds Reasonable Profit the Authority may reduce the proposed Annual Operating Charge for the forthcoming Calendar Year by the excess amount.

- 22.3.4 Where the profit exceeds the Reasonable Profit for a Contract Year, but where under-compensation for Services has occurred in previous Contract Years, the Authority shall determine whether some or all of the excess profit should be retained by the Operator to cover any under-compensation in previous Contract Years.
- 22.3.5 The Authority may undertake a review of the approach to calculating Reasonable Profit being provided under this paragraph 22.3 as part of the Mid-Term Review. Such a review will take account of relevant factors, such as affordability, funding availability and Operator performance.

## **22.4 Efficiency Incentive**

- 22.4.1 Notwithstanding Reasonable Profit set out under section 22.3, the Authority shall permit the Operator to retain 50% of proposed savings associated with a cost saving initiative outlined within a business case, which has been approved by the Authority. The approved amount of savings (the “Cost Efficiency Incentive”) may be retained by the Operator for a period of time between 12 months to the remainder of the contract period as determined by the Authority on a case by case basis.
- 22.4.2 The approved business case outlining the cost efficiency initiatives shall categorise costs in accordance with the Annual Operating Charge under paragraph 20.2.5 of Schedule 20 and in accordance with Schedule 18 Annex E Cost Report template.
- 22.4.3 The Authority shall adjust the Annual Operating Charge downwards to reflect the proposed savings of the cost efficiency initiatives.
- 22.4.4 The Operator shall report actual savings versus proposed savings associated with the approved cost saving initiative under Schedule 18 Annex E Cost Report template. The Authority may subsequently adjust the Annual Operating Charge and the Cost Efficiency Incentive where the actual savings reported in accordance with section 22.4.4 are less than the proposed savings outlined in the relevant approved business case.

## **SCHEDULE 23: VARIATIONS**

**23.1 General**

- 23.1.1 All Variations shall be made in accordance with this Schedule 23.
- 23.1.2 Both Parties shall conduct discussions relating to any proposed Variation in good faith.
- 23.1.3 Subject to the provisions of paragraph 23.2.2 of this Schedule 23, the Operator may not withhold its agreement to any Variation required by the Authority.
- 23.1.4 A Variation does not take effect until such time as a Variation Order has been issued by the Authority. Until such time the Parties shall continue to perform their obligations in accordance with this Agreement.
- 23.1.5 Any work undertaken by the Operator, its Principal Sub-Contractors or agents in connection with developing a Variation Response or an Operator Variation Notice, in accordance with this Schedule 23 shall be undertaken entirely at the expense and liability of the Operator. Unless otherwise agreed, any costs reasonably and necessarily incurred by the Authority as a direct result of the Operator undertaking work in connection with any proposed Variation which have not been agreed to by the Authority in advance, shall be borne by the Operator.
- 23.1.6 The Operator shall use reasonable endeavours to minimise any increase in costs arising from any Variation.

**23.2 Authority Variations**

- 23.2.1 The Authority may propose a Variation in accordance with paragraph 23.3 of this Schedule 23.
- 23.2.2 The Authority shall not issue a Variation Order where:
- (a) the implementation of the Variation would infringe any Legal Requirement;
  - (b) the implementation of the Variation would have a material adverse effect on the health and safety of any person; or
  - (c) the implementation of the Variation would cause any Consent to Operate to be revoked or rendered unobtainable (unless an adequate new or substitute consent is obtainable).

**23.3 Authority Variation Notice**

- 23.3.1 To propose a Variation, the Authority shall serve an Authority Variation Notice upon the Operator. The Authority Variation Notice shall:
- (a) set out the proposed Variation in sufficient detail to enable the Operator to conduct a detailed impact analysis and provide the Variation Response in accordance with paragraph 23.4 of this Schedule 23;
  - (b) where implementing the proposed Variation requires Capital Expenditure, for which the Authority is responsible, state whether the Authority intends to pay to the Operator the costs involved in implementing the Variation; and
  - (c) require the Operator to provide to the Authority within fifteen (15) Business Days of receipt of the Authority Variation Notice, or such other period as may be agreed by the Parties, the Variation Response.

## 23.4 Variation Response

23.4.1 As soon as practicable and in any event within fifteen (15) Business Days after having received the Authority Variation Notice (or such other period as may be agreed in accordance with this Schedule 23), the Operator shall deliver the Variation Response to the Authority. Subject to paragraphs 23.4.2 and 23.4.3 of this Schedule 23, the Operator shall set out in the Variation Response:

- (a) any impact of the proposed Variation on the provision of the Services;
- (b) any impact of the proposed Variation on the Network Assets;
- (c) whether it requires relief from compliance with any of its obligations under this Agreement during the implementation of the proposed Variation;
- (d) any additional Variations required to implement the proposed Variation specified in the Authority Variation Notice;
- (e) the cost (or, if applicable saving) related to the proposed Variation (the “**Variation Price**”), and any associated (if relevant) anticipated change in revenues that would result from the proposed Variation;
- (f) any Capital Expenditure required, or no longer required, as a result of the proposed Variation;
- (g) the Operator’s plan to implement the Variation (the “Variation Implementation Plan”);
- (h) any regulatory approvals, including any Consents to Operate, required to implement the proposed Variation and
- (i) proposals for the monitoring, reporting and review of the proposed Variation.

23.4.2 The Variation Price is to be developed and derived in accordance with the prices and overhead recovery rates (if appropriate) as set out in Schedule 20 (Contract Charges and Indexation) and is to be accompanied by detailed supporting information and calculations providing at a minimum:

- (a) the estimated change in costs associated with bus drivers, other Staff, maintenance and fuel required to implement the proposed Variation, based on the prices set out in Schedule 20, Tables 2 and 3, Indexed;
- (b) the cost of any internal Operator-supplied goods or services provided pursuant to the proposed Variation;
- (c) the cost of any bought-in or sub-contracted third party goods or services or Capital Expenditure, provided pursuant to the proposed Variation, together with evidence, if required by the Authority, that competitive quotations have been obtained from a number of third parties in this regard;
- (d) any interest, expenses or other third party financing costs to be incurred as a result of implementing the proposed Variation as calculated using the Relevant Interest Rate.

## 23.5 Finalisation of Variation Response

### 23.5.1 The Operator shall:

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

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

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

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

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

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

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

## 23.6 Form of Payment

23.6.1 Where the Authority instructs the Operator to proceed with the implementation of a Variation (other than a Deemed Variation) and it is agreed that the Variation gives rise to an increase in the amount of Annual Operating Charge or any other charge, then the Authority shall be entitled to meet the cost of any such increase in expenditure by means of:

- (a) a lump sum payment made in one or more instalments;
- (b) an adjustment to the Annual Operating Charges or any other charge over the remainder of the Contract Period in accordance with the provisions of Schedules 20 (Contract Charging and Indexation) and 21 (Payment Mechanism); or
- (c) a combination of paragraphs 23.6.1(a) and (b) above.

- 23.6.2 Where the Authority decides to permit the Operator to proceed with the implementation of a Variation and it is agreed that the Variation gives rise to a decrease in the Annual Operating Charge or any other charge, then the Authority shall be entitled to benefit from such a decrease in expenditure by means of an adjustment to the Annual Operating Charge or any other charge over the remainder of the Contract Period in accordance with the provisions of Schedules 20 (Contract Charging and Indexation) and 21 (Payment Mechanism).
- 23.6.3 Where the Authority issues a Variation Order in respect of a Deemed Variation and it is agreed that the Operator incurs or will incur increased costs, then the Authority shall meet the cost of any such increase in expenditure either by means of an adjustment to the Annual Operating Charges or by way of any other charge over the remainder of the Contract Period in accordance with the provisions of Schedules 20 (*Contract Charges and Indexation*) and 21 (*Payment Mechanism*).

### **23.7 Operator Variations**

- 23.7.1 The Operator may propose a Variation in accordance with paragraphs 23.8 and 23.9 of this Schedule 23 for any reason, provided that the Operator serves on the Authority an Operator Variation Notice as soon as practicable.

### **23.8 Operator Variation Notice**

- 23.8.1 The Operator Variation Notice shall set out the proposed Variation in sufficient detail to enable the Authority to evaluate it in full and shall include details of the items specified in paragraph 23.4.1 of this Schedule 23 and to the extent applicable, is accompanied by the information and calculations materials referred to in paragraph 23.4.2 of this Schedule 23.
- 23.8.2 The Operator shall specify whether it proposes to contribute some or all of the estimated change in Annual Operating Charge in the implementation of the Variation.
- 23.8.3 As soon as practicable after receiving the Operator Variation Notice, the Parties shall discuss the matters referred to in it. The Authority may, at any time and at its sole discretion, require modifications to the Operator Variation Notice or accept or reject the Operator Variation Notice.
- 23.8.4 The Authority shall not reject an Operator Variation Notice in respect of a Deemed Variation Order that satisfies the requirements of paragraph 23.8.1.
- 23.8.5 If the Authority accepts the Operator Variation Notice (with or without modification), the Authority shall instruct the Operator to implement the relevant variation in a Variation Order.
- 23.8.6 The relevant Variation shall be implemented by the Operator in accordance with the Variation Order issued by the Authority by the date(s) set out therein, or where a date is not specified, as soon as is practicable.
- 23.8.7 If the Authority rejects the Operator Variation Notice, it shall not be obliged to give its reasons for such a rejection.

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

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



## **Annex A: Variation Templates**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 23 - Variations](#)

### **Annex A1: Authority Variation Notice**

Refer to the SharePoint location above for this file.

### **Annex A2: Operator Variation Notice**

Refer to the SharePoint location above for this file.

### **Annex A3: Operator Variation Response**

Refer to the SharePoint location above for this file.

### **Annex A4: Authority Variation Order**

Refer to the SharePoint location above for this file.

**SCHEDULE 24: IMPLEMENTATION DATES FOR CERTAIN ASPECTS  
OF THE AGREEMENT**

**24.1 Implementation of various Agreement aspects**

- 24.1.1 This schedule lays out the dates when certain aspects of the agreement including specific schedule obligations will become active and enforceable under the Agreement.
- 24.1.2 This schedule lays out the dates when certain aspects of the agreement including specific schedule obligations will become active and enforceable under the Agreement.
- 24.1.3 All other obligations that from part of the Agreement and the Schedules not mentioned in this schedule will be implemented from the Commencement date of the Agreement.
- 24.1.4 In certain circumstances an interim obligation will be detailed and enforceable under the contract from the Commencement date up to the implementation date of the specific requirement.
- 24.1.5 Where implementation dates are dependent on Authority funding through the Variation process and the Authority is not in a position to fund the Variation, the implementation dates below shall be reviewed by the Authority.

**24.2 Implementation dates**

- 24.2.1 Implementation dates for certain aspects of the Agreement are set out below.

Contract clause	Section	Implementation date
9 (Operation and Maintenance of Network Assets)	9.4 Operating Plan submission	60 Business Days after Commencement Date

Schedule	Section	Implementation date
2	Service Specification	2.7 Driver Resource and Schedule
		2.8 Authority Collaboration Portal
		Annex A: Service Specification 2A1 Journey Pattern Summary and Inter-Stop Distances
		Annex A: Service Specification 2A2 Service Spec Outline
		Annex A: Service Specification 2A3 Driver Resource and Schedule
		Annex A: Service Specification 2A4 Guaranteed Connection Points
		Annex B: Timetables

*Schedule 24: Implementation dates for certain aspects of the Agreement*

			Variation / Timetable Alteration Request.
		Annex C: Network Bus Layover Locations	Template to be agreed and details populated by end of P3 2025
		Annex D: Timetable Alteration Request Form	Commencement Date
		Annex E: Timetable Alteration Notice Form	Commencement Date
3	Network Bus	Annex A: Route specific Network Bus requirements	20 Business Days after first Review Date
4	Operating Plan	4.1 Operating Plan submission	60 Business Days after Commencement Date
		4.2 Organisational Plan	60 Business Days after Commencement Date
		4.3 Operating Supervision and Control Plan submission	40 Business Days after Commencement Date
		4.4 Customer Service Policy submission	40 Business Days after Commencement Date
		4.5 Maintenance Strategy Plan	40 Business Days after Commencement Date
		4.6 Revenue Protection Plan	40 Business Days after Commencement Date and updated at least annually to accompany the Annual Contract Review thereafter
		4.7 Environmental Management Plan	40 Business Days after Commencement Date
		4.8 Severe Weather Management Plan submission	40 Business Days after Commencement Date
		4.9 Security Management Plan	40 Business Days after Commencement Date
		4.10 Quality Management Plan submission	40 Business Days after Commencement Date
		4.11 Emergency Management Plan submission	40 Business Days after Commencement Date
		4.12 Cost Efficiency Plan submission	40 Business Days after Commencement Date
		4.13 Training Plan submission	40 Business Days after Commencement Date
5	Operations Management	5.8 Issues Log Register	1 <sup>st</sup> January 2025
		5.9.1 Operator Reporting of Significant Service Issues	P4 2025
		5.9.2 Operator Reporting of Significant Service Issues	P4 2025
		5.10 Management of Operational Changes	1 <sup>st</sup> January 2025
6	Safety Management	6.7.2 number and severity of injuries incurred in each accident or incident, rate of serious injury or fatalities of passengers, staff or third parties per scheduled kilometres operated, and a	From Q2 2025 and each Quarter thereafter

*Schedule 24: Implementation dates for certain aspects of the Agreement*

		comparison with the same Quarter in the previous year	
		6.7.3 Commentary on measures taken or proposed to be taken to prevent or mitigate passenger, staff or third-party accidents and injuries associated with the operation of the Services	From Q2 2025 and each Quarter thereafter
8	Ticketing and Fares Collection	8.1.11 Ticketing Equipment Configuration Data Report	Quarter 3 2025 onwards
9	Integrated Ticketing Requirements	9.3.1 Recording of instances where Card Accepting Device has not successfully implemented the Actionlist and Hotlist	Plan for implementation of reporting tool to be agreed with the Authority within 40 Business Days of the Commencement Date
		9.4.1 Recording of instances where card accepting device was not using the latest version of ITS configuration data	Plan for implementation of reporting tool to be agreed with the Authority within 40 Business Days of the Commencement Date
		9.5.1 Record of TGX device failures occurring in service	Plan for implementation of reporting tool to be agreed with the Authority within 40 Business Days of the Commencement Date
10	Revenue Protection	10.2.6 Report of Standard Fare Revenue	From P1 2025 and each Reporting Period thereafter
		10.10.1 Permitted Fare Evasion Threshold of 3.4%	From reports prepared from Q1 2026 and each Quarter thereafter
		10.10.1 Permitted Fare Evasion Threshold of 3.9%	For reports prepared for Q1 2025 to Q4 2025
11	Operation and Maintenance of Network Assets	11.1.2 Register of Authority Network Assets	P3 2025
		11.3.6 Operator Site Plan	As part of the Maintenance Strategy Plan
		11.4.3 Fleet Database	P3 2025
		11.5.9 Use of ServiceNow (or agreed equivalent) as central mechanism for communication of Problem Management	From the agreed date in ServiceNow Implementation Plan outlined in Schedule 31.2.13.
		11.8.4 Recovering of passenger seats at 5 year intervals	Funding subject to approved Maintenance Strategy Plan
		11.8.5 Renewal of wax underseal at minimum frequency of 4 years	Funding subject to approved Maintenance Strategy Plan
		11.19 Network Asset Management	From NG AVL Commencement Date as specified under the associated Variation
		Annex F – Fleet Database	To be populated by P3 2025
		Annex G – Operator Site Plan	As part of the Maintenance Strategy Plan

*Schedule 24: Implementation dates for certain aspects of the Agreement*

12	Management of Security	12.1 Security Management Plan submission	To be included in the Operating Plan, and reviewed at least annually to accompany the Annual Business Plan thereafter
13	Customer Care	13.1 Customer Charter submission	To be included with the Operating Plan
		13.2 Customer Service Policy submission	To be included with the Operating Plan
		13.9 Social Media Policy submission	To be included in Customer Service Policy
14	Customer Information	Annex A Customer Information & Annex B Stop Infrastructure Service Level Agreements	Costs to be reallocated from the Annual Services Charge by end of Q1 2025
15	Communications and Public Relations	15.1 Annual Communications and Public Relations Plan submission	To be included with the Operating Plan and to accompany the Annual Business Plan thereafter
		15.2 Regular Update and Review of Annual Communications and Public Relations Plan	Structured Presentation to be provided every 6 weeks during the Contract Year
16	Quality Management	16.1 Quality Management Plan	To be addressed in the Operating Plan
17	Annual Business Plan	17.3 Annual Business Plan submission	To be included with the Operating Plan for the first Contract Year. Draft to be submitted 31 <sup>st</sup> July of each year. Final Annual Business Plan to be approved by December prior to the Contract Year in question.
18	Records and Reporting Requirements	18.2 Period Operations and Customer Services Report submission	15 Business Days after the first Reporting Period in 2025 and each Reporting Period thereafter
		18.2.2(j) Summary of preliminary details of LF punctuality performance, HF punctuality performance and reliability performance for the reporting period	From the fourth Reporting Period in 2025 and each Reporting Period thereafter.
		18.2.2(k) summary of the number of instances on Low Frequency Routes where two trips in a row or more are cancelled, including number of consecutive cancelled trips	From NG AVL Commencement Date
		18.2.2(l) summary of the number of instances on High Frequency Routes where three trips in a row or more are cancelled, including number of consecutive cancelled trips	From NG AVL Commencement Date
		18.3 Period Standard Fare Report submission	15 Business Days after the first Reporting Period in 2025 and each Reporting Period thereafter

*Schedule 24: Implementation dates for certain aspects of the Agreement*

		18.4 Period Cost Report	15 Business Days after the first Reporting Period in 2025 and each Reporting Period thereafter
		18.4.2 Cost Categorisation	Categorisation of costs between Direct Route Costs and Overheads categories to be implemented by end P3 2025
		18.5 Quarterly Operations Report submission	30 Business Days after the first Quarter and each Quarter thereafter
		18.6 Quarterly Customer Service Performance Report submission	30 Business Days after the first Quarter and each Quarter thereafter
		18.7 Issuance of Service Quality Survey Report by Authority	After the first Quarter in 2025 and each Quarter thereafter
		18.8 Issuance of Service Quality Performance Report by the Authority	Following receipt of all necessary information following the end of the first Service Quality Assessment Period, being a Quarter, and each Service Quality Assessment Period thereafter.
		18.9 Issuance of Quarterly Punctuality and Regularity and Lost Kilometre Performance Reports by the Operator	30 Business Days after the third Quarter of 2025 and each Quarter thereafter. Prior to Q3 2025, the Authority shall prepare these performance reports within 30 Business Days of the end of the relevant Quarter.
		Annex A – Period Operations and Customer Services Report	From P1 2025
		Annex B – Period Standard Fare Report	From P1 2025
		Annex C – Period Cost Report	From P1 2025
		Annex D – Quarterly Operations Report	From Q1 2025
		Annex E – Quarterly Customer Service Performance Report	From Q1 2025
		Annex F – Quarterly Punctuality and Lost Kilometre Performance Reports Templates	Templates to be agreed by end of Q1 2025
19	Performance Payments and Deductions	19.2 The Lost Kilometres Deduction	From the first Reporting Period in 2025 and each Reporting Period thereafter
		19.3.12 Low frequency consecutive trip deduction	From the later of P1 2026 or the first full Reporting Period after the NGA VL Commencement Date, and each Reporting Period thereafter
		19.3.13 High frequency consecutive trip deduction	From the later of P1 2026 or the first full Reporting Period after the NGA VL Commencement Date, and each Reporting Period thereafter
		19.4 Punctuality Payment Deductions	From the first Reporting Period in 2025 and each Reporting Period thereafter. Interim arrangements

*Schedule 24: Implementation dates for certain aspects of the Agreement*

			applicable on selected Routes as outlined in Annex A to this Schedule 24. Minimum Performance Standards as outlined in Table 19-1 for those Routes shall apply from the next Reporting Period after the implementation date noted for that Route in Annex A.
		19.4.2 Punctuality Incentive Payments	From the first Reporting Period in 2025 and each Reporting Period thereafter. Interim arrangements applicable on selected Routes as outlined in Annex A to this Schedule 24. Minimum Performance Standards as outlined in Table 19-1 for those Routes shall apply from the next Reporting Period after the implementation date noted for that Route in Annex A.
		19.5.2 EWT Deduction	From the first Reporting Period in 2025 and each Reporting Period thereafter.
		19.5.3 EWT Incentive Payment	From the first Reporting Period in 2025 and each Reporting Period Thereafter.
		19.7 Guaranteed Connections	Subject to completion of Annex A4 of Schedule 2 by means of a Variation
		19.11 P1 Punctuality Standard	From the first Reporting Period in 2025 and each Reporting Period thereafter. Interim arrangements applicable on selected Routes as outlined in Annex A to this Schedule 24. Minimum Performance Standards as outlined in Table 19-1 for those Routes shall apply from the next Reporting Period after the implementation date noted for that Route in Annex A.
		19.11 P2 - EWT Standard	From the first Reporting Period in 2025 and each Reporting Period thereafter. Q2 2025 for any current Route moving from low to high frequency
		19.11 SYS-KPI-1 Incident response and resolution time	1 full Quarter after NGA VL Commencement Date
		19.11 SYS-KPI-2 Service request response and resolution time	1 full Quarter after NGA VL Commencement Date
		19.11 SYS-KPI-3 Advance trip cancellation	1 full Quarter after NGA VL Commencement Date
		19.11 SYS-KPI-4 Timetable shift adherence	1 full Quarter after NGA VL Commencement Date
		19.11 SYS-KPI-5 Provision of operator data for Real Time	From the first Quarter in 2025 and each Quarter thereafter



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		19.11 DAT-KPI-1 Timely provision of planned schedule data	From the first Quarter in 2025 and each Quarter thereafter
		19.11 DAT-KPI-2 Provision of required preliminary Planned Schedule Data for artwork	From Quarter 2 2025 and each Quarter thereafter
		19.11 TKT-KPI-1 Actionlist, hotlist and fares configuration	Plan for delivering reporting tools to be provided within first Quarter in 2025, implementation from first full Quarter after agreed date of delivery of reporting tool.
		19.11 TKT-KPI-2 % schedule service KMs with fully functioning equipment	Plan for reporting tools to be provided within 1st Quarter 2025, implementation from first full Quarter after agreed date of delivery of reporting tool
		19.11 TKT-KPI-3 Ticketing Data not provided	From the first Reporting Period in 2025 and each Reporting Period thereafter
		19.12 V.1 Bus Vehicle Performance	From the first Service Quality Assessment Period in 2025 and each Service Quality Assessment Period thereafter
		19.13 E.1 Bus Equipment Performance	From the first Service Quality Assessment Period in 2025 and each Service Quality Assessment Period thereafter
		19.13 E.2 Wi-Fi Performance	From the first Service Quality Assessment Period in 2025 and each Service Quality Assessment Period thereafter
		19.13 E.3 Wi-Fi Performance	From the first Service Quality Assessment Period in 2025 and each Service Quality Assessment Period thereafter
		19.13 E.4 CCTV Performance	From the first Service Quality Assessment Period in 2025 and each Service Quality Assessment Period thereafter
		19.13 E.5 CCTV Performance	From the first Service Quality Assessment Period in 2025 and each Service Quality Assessment Period thereafter
		19.14 D.1 Bus Driver Performance Deduction	From the first Service Quality Assessment Period in 2025 and each Service Quality Assessment Period thereafter
		19.15 C.1 Cleanliness Performance Deduction	From the first Service Quality Assessment Period in 2025 and each Service Quality Assessment Period thereafter
		19.15 C.2 Bus Station &/or Customer Area Cleanliness	From the first Service Quality Assessment Period in 2025 and each Service Quality Assessment Period thereafter
		19.16 CS.1 Customer Query Case	From the second Quarter in 2025 and each Quarter thereafter

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		19.16 CS.2 Customer Sentiment Escalation Case	From the second Quarter in 2025 and each Quarter thereafter
		19.16 CS.3 Customer Sentiment Complaint Case	From the second Quarter in 2025 and each Quarter thereafter
		19.16 CS.4 Incident Communications Management	From the second Quarter in 2025 and each Quarter thereafter
		19.16 CS.5 Lost Property Management	From the second Quarter in 2025 and each Quarter thereafter
		19.17 CI.1 Bus Fares	From the first Service Quality Assessment Period in 2025 and each Service Quality Assessment Period thereafter
		19.17 CI.2 Advance announcement of timetable changes	From the second Quarter in 2025 and each Quarter thereafter
		19.18 R.1 Operations Report (Period and Quarterly)	From the first Reporting Period in 2025 and each Reporting Period thereafter
		19.18 R.2 Period Cost Report	From the first Quarter in 2025 and each Quarter thereafter
		19.18 R.3 Customer Services Performance Report	From the first Quarter in 2025 and each Quarter thereafter
		19.18 R.4 Quarterly Accessibility Report	From the first Quarter in 2025 and each Quarter thereafter
		19.18 R.5 Customer Satisfaction Improvement Plan	From the second Quarter in 2025 and each Quarter thereafter
		19.18 R.6 Issues Log Register	From the second Quarter in 2025 and each Quarter thereafter
		19.18 R.7 Change Implementation Plan	From the second Quarter in 2025 and each Quarter thereafter
		19.18 R.8 Annual Business Plan	From 2025 and each Contract Year thereafter
		19.18 R.9 Driver and Resource Schedule	From t 2025 and each Contract Year thereafter
		19.18 R.10 Fleet Database	From the second Quarter in 2025 and each Quarter thereafter
		19.18 R.11 Customer Satisfaction Improvement Plan	From the third Quarter in 2025 and each Quarter thereafter
		19.18 R.12 Credit Notes	From the second Quarter in 2025 and each Quarter thereafter
		19.18 R.13 Annual Maintenance Plan	From 2025 and each Contract Year thereafter
		19.18 R.14 Provision of ticketing data to Authority	From the second Quarter in 2025 and each Quarter thereafter
		19.19 SC.1 Service Reporting	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.2 Annual security plan	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.3 Data breach simulation	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.4 Disaster recovery and backup plan	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.5 Patching remediation	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.6 Vulnerability scanning	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.7 User Access review	From the first Quarter in 2025 and each Quarter thereafter

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		19.19 SC.8 Audit and supplementary evidence	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.9 Risk Management Failure	From the third Quarter in 2025 and each Quarter thereafter.
		19.19 SC.10 Supply chain security	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.11 Multi-factor authentication	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.12 Incident notifications	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.13 Security and privacy awareness	From the third Quarter in 2025 and each Quarter thereafter.
		19.19 SC.14 Penetration Testing	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.15 Security policy	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.16 Configuration Management	From the first Quarter in 2025 and each Quarter thereafter
		19.19 SC.17 Security Posture / Coverage	From the first Quarter in 2025 and each Quarter thereafter
		19.22 Fare Evasion Deduction and Incentive Payments	3.9% fare evasion threshold applicable to all reports in 2025, 3.4% from the first Quarter in 2026 and each Quarter thereafter.
20	Contract Prices and Indexation	20.2 Services Charge applies	From 1 <sup>st</sup> January 2025
		20.3 Annual Operating Charge	From 1 <sup>st</sup> January 2025
		Tables 1a and 1b – Hourly Rates for Service Variations – Bus Drivers and other Staff	Detail to be provided by Operator for each Staff type by the end of the first Reporting Period in 2025
		Tables 2a and 2b – Annual Maintenance charge by Network Bus type	Detail to be provided by Operator for each vehicle type and age by the end of the first Reporting Period in 2025
		Table 3 – Annual Fuel charge by Network Bus type	Detail to be provided by Operator for each vehicle type and age by the end of the first Reporting Period in 2025
		20.10 Fuel Factor	Full review and refresh of fuel rate prices (& associated metrics) to be agreed between the Authority and the Operator by the end of the first Reporting Period in 2025
		20.10.4 Budget ULSD Table	To be fully populated by end of P1 2025
		20.10.5 Exchange Rate	To be fully populated by end of P1 2025
		Schedule 20 Annex A – Annual Services Charge by Route	From 1 <sup>st</sup> January 2025, full detail to be provided, including by Route, by end of P1 2025
		Schedule 20 Annex B – Direct Kilometre Charge per Route	From P1 2025, full detail to be provided by Route by end of P1 2025

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21	Payment Mechanism	21.9 Implementation of Base Period Payments	From 1 <sup>st</sup> January 2025
		21.10 and 21.12 Implementation of Punctuality and EWT Payment Deductions	From 1 <sup>st</sup> January 2025
		21.11 and 21.13 Implementation of Punctuality and EWT Incentive Payments	From 1 <sup>st</sup> January 2025
		21.15 Implementation of Lost Kilometre Deductions	From 1 <sup>st</sup> January 2025
		21.16 Implementation of Service Quality Performance Payment	From the commencement of the first Quarter in 2025
		21.17 Implementation of Fare Evasion Deductions	From 1 <sup>st</sup> January 2025
		21.18 Implementation of Fare Evasion Incentive Payment	From 1 <sup>st</sup> January 2025
		21.20 Ancillary Services Payment	Following approval of the relevant Service Level Agreement
		21.21 Capital Expenditure Payment	From 1 <sup>st</sup> January 2025
		21.22 Quarterly Underspend Credit Note	From 1 <sup>st</sup> January 2025
25	Data Acquisition	25.5 Service Level Agreements	To be agreed within the first two full Quarters following the Commencement Date
26	Transition Management	26.4 Transition Management Plan submission	6 months after notification of the intention to Competitively Tender a Route
31	Authority Systems, Data and Processes	31.2 Incident Management	From NG AVL Commencement Date
		31.2.13 Development and agreement of ServiceNow Implementation Plan	Within the first two Quarters following the Commencement date
		31.3 Request Management	From NG AVL Commencement Date
		31.4 Change Management	From NG AVL Commencement Date
		31.5 Equipment Management	From NG AVL Commencement Date
		31.6 Access Management	From NG AVL Commencement Date
		31.7 Knowledge Management	From agreed date in NG AVL Transition Plan, and in any event no later than NG AVL Commencement Date
		31.10 AVL System Requirements	From NG AVL Commencement Date
		31.11 Ticketing Requirements	From NGT Commencement Date
		31.13.6 – 31.13.20	From date agreed in Transition Plan, and in any event no later than the NG AVL Commencement Date
		31.14 Real Time Passenger Information	From date agreed in Transition Plan and in any event no later

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			than the NG AVL Commencement Date
32	Cyber Security	32.8 Effective Mobilisation Date	Full mobilisation subject to agreed costs supplied as part of the plan for effective mobilisation
34	Business Continuity and Disaster Recovery	34.2.2 Business Continuity and Disaster Recovery Plan	Detailed scope to be agreed within the first full Quarter after the Commencement date

**Annex A: Interim Punctuality Arrangements**

Refer to the following SharePoint for the online storage location of relevant annexure file(s):

[Annex to Schedule 24 - Implementation Dates](#)

## **SCHEDULE 25: DATA ACQUISITION**

## **25.1 General**

### 25.1.1 Intention

- It is the intention of this schedule to enable the acquisition of data related to this Agreement from the Operator using an agreed protocol for management, reporting and analysis purposes.
- The specific mechanisms for extracting and transmitting data shall be agreed at the time of development and are not contained within this schedule.
- The data acquired by the Authority may be integrated with other data sets, and this integrated data shall be used to meet the Authority's Statement of Strategy (as amended), and for the benefit of the Operator where possible.

## **25.2 Data Availability**

### 25.2.1 Data Analysis

- The Operator shall make available data sets that the Authority deem appropriate from time to time for the purposes of data analysis.
- The Operator shall be obliged to make available data that relates to operations related to this Agreement.
- The Operator and the Authority shall reach agreement over how to provide access to the data at the time of the request.
- Following agreement regarding the scope of the request, the Operator shall develop a project plan, outlining the anticipated programme for delivery and any additional cost implications associated with providing access to data sets, within 10 Business Days of the Authority's request, unless otherwise agreed with the Authority.

### 25.2.2 Test Data Sets

- The Operator shall make available data sets that the Authority deem appropriate from time to time for the purposes of testing.
- These data sets shall be provided in the Operator's test environment, where available and shall be of sufficient quality to meet the testing requirements required by the Authority.
- The Operator and the Authority shall reach agreement over how to provide access to the data at the time of the request.
- Following agreement regarding the scope of the request, the Operator shall develop a project plan, outlining the anticipated programme for delivery and any additional cost implications associated with providing access to data sets, within 10 business days of the Authority's request, unless otherwise agreed with the Authority.

## 25.3 Scheduled Data Availability

### 25.3.1 Ticketing and Revenue Data

- The Operator shall continue to provide:
  - a) Ticketing and Revenue data at transaction and/or aggregated level from its ticketing systems or systems managed by their 3<sup>rd</sup> party suppliers on a daily basis, or at an alternative frequency that the Authority deem appropriate.
  - b) master/reference data related to ticketing and revenue, e.g. List of ticket and other related attributes, e.g. (i) Ticket code, name, passenger type etc and (ii) List of routes, code, name, depot etc.

### 25.3.2 Automatic Vehicle Location (AVL) Data

- The Operator shall continue to provide:
  - a) AVL data at transaction level from its AVL systems or systems managed by their 3<sup>rd</sup> party suppliers on a daily basis (or at an alternative frequency that the Authority deem appropriate) .
  - b) master/reference data related to AVL data, e.g. List of Stops and other related attributes, e.g. (i) Stop Number, name, etc and (ii) List of routes, route variant, name etc.
- This obligation is in addition to any other requirement within this Agreement.
- The Operator shall also continue to provide AVL data in the form of SIRI feeds, for example, SM/SX/ET/PT/VM/GM/CT/CM in the case where the Operator uses an internal RTPI solution. In the case where an Operator does not use an internal RTPI solution, they shall provide a live connection to provide data from the fleet to the Authority's RTPI and TIS systems.

### 25.3.3 Scheduling Data

- The Operator shall continue to provide scheduling data in a format, frequency and lead times to be agreed between the Operator and the Authority, and shall be subject to the Data Transmission clause in this Schedule 25
- The Operator shall implement a QA/data release process as agreed between the Authority and the Operator.
- This obligation is in addition to any other requirement within this Agreement.

### 25.3.4 Other Data Sets as Required

- Following agreement regarding the scope of the request, the Operator shall make available other data sets as required by the Authority including but not limited to those contemplated under Schedules 11, 13, 16, 18, 30, 31, 32 and 34 of this Agreement.

### 25.3.5 Data Schemas

- The Authority shall document the schemas required for all data provided as part of this Schedule 25. The Operator shall share the schemas, data dictionaries and other related information of their systems, so that Authority can understand the Operator's Ticketing, AVL and Schedule systems. Where this is not possible, the Operator shall reach an agreement with the Authority on the data to be provided.



### 25.3.6 Data Transmission

- The Operator and the Authority shall agree specific mechanisms for accessing the requested data at the time of each request.
- The Operator shall automate all data transmission between itself and the Authority where possible. Where this is not possible, and in agreement with the Authority, the Operator may make data available via a manual process.
- All transmission protocols must be agreed between the Operator and the Authority and must be documented by the Operator where the Operator is responsible for implementing the transmission method.
- The Operator shall provide data in a machine-readable format and in an internationally recognised format that complies with the most relevant standards. The format used shall be agreed between the Operator and the Authority in advance.

### 25.3.7 Reporting on Data Availability

- The Operator shall report any errors in the production, extraction, transmission and any other aspect that prevents the Authority from acquiring the agreed data sets in its entirety or on schedule.

## 25.4 Responsibilities

### 25.4.1 Connectivity

- The Operator shall be jointly responsible with the Authority for maintaining connectivity between its domain and the Authority's domain, including the maintenance of the necessary credentials to access the domains as necessary.
- Neither party shall make any changes affecting connectivity between the parties without prior consultation in line with the Change Management clause contained within this Schedule 25.
- The Operator shall cooperate with the Authority to resolve any connectivity and / or access issues that may occur between the Operator's domain and the Authority's domain.

### 25.4.2 Change Management

- Each party shall only make changes to its own production environment that may have an impact on data acquisition after assessing both risk and impact and obtaining agreement from the other party in advance of the change in line with the change acceptance process. This process to be agreed between the Operator and the Authority
- Each party shall work with the other party to test proposed changes to the production environment using testing tools, methodologies, data sets and any other testing component as agreed with the Authority.
- The Operator shall implement any changes to the data acquisition environment in accordance with best practices and with agreement of the Authority.
- Changes to data acquisition processes shall be managed in accordance with an agreed methodology such as ITIL. The selected methodology may be varied to meet the specific requirements of this schedule. All agreed change management processes shall be documented jointly by the Operator and the Authority.

#### **25.4.3 Support & Maintenance**

- The Operator shall support and maintain all data acquisition processes that are on the Operator's domain unless otherwise agreed with the Authority.
- The Authority shall support and maintain all data acquisition processes that are on the Authority's domain unless otherwise agreed with the Operator.
- The Operator and the Authority shall provide support to each other as requested when investigating and resolving issues.
- The Operator and the Authority may use different tracking systems to manage support and maintenance, but both the Operator and Authority shall provide reports on support and maintenance status as requested.

#### **25.5 Service Level Agreements**

- The Operator and the Authority shall enter into a Service Level Agreement that shall govern the provision of the data sets contemplated under paragraphs 25.3.1 to 25.3.3 of this Schedule 25.
- The Service Level Agreement for the provision of relevant data sets contemplated under paragraphs 25.3.1 to 25.3.3 of this Schedule 25, including the introduction of Service Quality Indicators under Schedule 19, shall be agreed within the first two full Relevant Quarters following the Commencement Date, unless otherwise agreed with the Authority.

#### **25.6 Funding of Data Acquisition Projects**

- The Operator shall include all anticipated and relevant data acquisition projects as part of the Annual Business Plan to be submitted to the Authority in accordance with Schedule 17.
- The mechanism for providing any necessary funding for additional data acquisition projects or additional costs associated with complying with the requirements of any Service Level Agreement contemplated under this Schedule 25 shall be by means of a Variation as outlined in Schedule 23.

#### **25.7 Compliance with GDPR**

- The Operator shall provide data in line with Schedule 33 and all other GDPR provisions made within this agreement.
- The Authority shall not oblige the operator to breach the GDPR provisions made within this agreement when acquiring data from the Operator.

## **SCHEDULE 26: TRANSITION MANAGEMENT**

## 26.1 Overview

- 26.1.1 The Operator is required to ensure the orderly transition of the Services (or any part of the Services) from the Operator to the Authority and/or any Successor Operator in the event of:
- (a) termination or expiry of this Agreement; or
  - (b) the Authority exercising its rights under Clause 43 (Competitive Tendering) in relation to the tendering of any Services.
- 26.1.2 The Operator shall be responsible for the overall management of the exit and service transfer arrangements.

## 26.2 Contract Life Obligations

- 26.2.1 During the Contract Period the Operator shall:
- (a) maintain a register of all Network Assets with a net book value, detailing:
    - i. their ownership and status as either Authority Network Assets or Network Assets that are not Authority Network Assets ("Non-Authority Network Assets");
    - ii. the net book value of any Network Assets;
    - iii. all agreements with any Sub-Contractors and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;
  - (b) asset tag and photograph all Network Assets; and
  - (c) maintain a database detailing the technical infrastructure including, without limitation, software through which the Operator provides the Services, of sufficient detail to permit the Authority and/or Successor Operator to understand how the Operator provides the Services and to enable the smooth transition of the Services (or any part of the Services) with the minimum of disruption.
- 26.2.2 The Operator shall maintain such documents in such format as may be specified by the Authority and shall update the documents from time to time and in particular in the event that Network Assets, agreements with Sub-Contractors or other relevant agreements are added to or removed from the Services.
- 26.2.3 The Operator shall ensure that all Authority Network Assets are clearly marked to identify that they are exclusively used for the provision of the Services under this Agreement, unless otherwise agreed with the Authority.
- 26.2.4 The Operator shall (unless otherwise agreed by the Authority in writing) procure that all agreements with Sub-Contractors and other agreements with third parties, which are necessary to enable the Authority and/or any Successor Operator to perform such services as may be specified by the Authority following the termination or expiry of this Agreement or the exercise by the Authority of its rights under Clause 38 43 (Competitive Tendering), shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Successor Operator upon the Operator

ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

- 26.2.5 Where the Operator is unable to procure that any agreement with a Sub-Contractor or other agreement referred to in paragraph 26.2.4 above which the Operator proposes to enter into after the Commencement Date is assignable and/or capable of novation to the Authority (and/or its nominee) and/or any Successor Operator without restriction or payment, the Operator shall promptly notify the Authority of this and the parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Operator seeking an alternative Sub-Contractor, to be agreed with the Authority.
- 26.2.6 The Operator shall appoint an Exit Manager and provide written notification of such appointment to the Authority within three (3) months of the Commencement Date. The Operator's Exit Manager shall be responsible for ensuring that the Operator and its employees, agents and Sub-Contractors comply with this Schedule 26. The Operator will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Operator as are reasonably necessary to enable the Operator to comply with the requirements set out in this Schedule 26.

### **26.3 Obligations to Assist on Re-Tendering of Services**

- 26.3.1 Subject to paragraph 26.3.2 of this Schedule 26, on reasonable notice the Operator shall provide to the Authority for disclosure to a Successor Operator or potential tenderers (subject to the Successor Operator or potential tenderers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Successor Operator or tenderer undertaking due diligence:
- (a) details of the Service(s), including an information pack listing and describing the Services for use by the Authority in its procurement;
  - (b) details of Authority Network Assets (including, where relevant, make, model and asset number) and of the net book value of such Authority Network Assets and details of their condition and physical location;
  - (c) details of and information relating to the use of the Authority Network Assets (including technical specifications);
  - (d) a copy of the documents referred to in paragraph 26.2.1 of this Schedule 26, updated by the Operator up to the date of delivery of such documents;
  - (e) the following information relating to employees:
    - i. the total number of employees employed by the Operator or by any of its contractors and Sub-Contractors (of any tier) whose work (or any part of it) is work undertaken for the purposes of this Agreement;
    - ii. in the case of such part of the Services as may be specified by the Authority, the number of employees employed by the Operator or by any of its contractors and sub-contractors (of any tier) whose work (or any part of it) is work undertaken for the purposes of such part of the Services;
    - iii. in relation to each employee who falls within the scope of paragraph 26.3.1(e)(i) and/or paragraph 26.3.1(e)(ii) above:

- A. the employee's date of birth and gender and the terms of any pension scheme of which the employee is a member (so that appropriate pension entitlements can be calculated and provided for); and
  - B. the employee's remuneration (including salary and all benefits and perquisites), job description, normal working hours, length of service, notice period, any pay settlement covering future dates which has already been agreed by the employee's employer, any gratuitous payment which has been agreed by the employee's employer in connection with the actual or proposed termination or variation of any contract of employment and any redundancy entitlement whether under statute or established by custom and practice;
- iv. information relating to or connected with the employment of employees falling within the scope of paragraph 26.3.1(e)(i) above, including details of:
  - A. terms and conditions of employment including terms incorporated from any collective agreement or arising out of any custom or practice;
  - B. any outstanding or potential liability for past breaches of such contracts, terms and conditions;
  - C. any employee who is on sick, maternity or other statutory or contractual leave (other than normal holiday leave) whether paid or unpaid;
  - D. any outstanding or potential statutory liability (for example, any Claim for unfair dismissal or discrimination); and
  - E. any other outstanding or potential liability to be met by the Successor Operator if its tender is accepted; and
- v. such other information as the Authority may reasonably require in relation to the Operator's employees or the employees of its contractors or sub-Operators (of any tier) (other than the name or other details which enable any employee to be identified unless both the employee's employer and the employee have consented in writing to the provision of such details); and
- (f) any other material and information reasonably required by the Authority for the purposes of a tender.

26.3.2 The Operator shall, in connection with the provision of the information referred to in paragraph 26.3.1:

- (a) use its best endeavours to clarify any matter upon which clarification is requested by the Authority;
- (b) use its best endeavours to co-operate with any other reasonable request made by the Authority concerning the information listed; and
- (c) ensure that, prior to the disclosure of the information listed at paragraph 26.3.1(e), it has complied, and has procured compliance by any employees, with the Data Protection Law and any other legislation in force from time to time regarding disclosure of personal information about employees and shall use all reasonable endeavours to obtain such consent from employees to the disclosure as may be required by any Legal Requirement.

26.3.3 The Operator shall not be required to comply with the provisions of paragraph 26.3.1 before the earlier of:

- (a) service of a notice to terminate this Agreement; or
- (b) service of a notice under Clause 43 (Competitive Tendering); or
- (c) the period commencing eighteen (18) months before the Expiry Date.

## **26.4 Transition Management Plan**

26.4.1 The Operator shall, within six (6) months after notification by the Authority of its intention to Competitively Tender a Route, deliver to the Authority a Transition Management Plan which sets out the Operator's proposed methodology for achieving an orderly transition of Services from the Operator to the Authority and/or its Successor Operator on the expiry or termination of this Agreement or the exercise by the Authority of its rights under Clause 43 (Competitive Tendering) and which complies with the requirements set out in paragraphs 26.4.2 and 26.4.3 below. The Authority shall review and comment on the Transition Management Plan and the Operator shall incorporate any requirements of the Authority in the Transition Management Plan and resubmit the Transition Management Plan for Approval by the Authority. The element of the Transition Plan which sets out the Operator's proposed methodology for achieving an orderly transition of Services from the Operator to the Authority and/or its Successor Operator on the exercise by the Authority of its rights under Clause 38 (Competitive Tendering) shall be delivered to the Authority within three (3) months after the Commencement Date.

26.4.2 Without prejudice to the generality of paragraph 26.4.1, the Transition Management Plan shall:

- (a) include details of separate mechanisms for dealing with ordinary exit and emergency exit, the provisions relating to emergency exit being prepared on the assumption that the Operator may be unable to provide the full level of assistance which is required by the provisions relating to ordinary exit, and in the case of emergency exit, provision for the supply by the Operator of all such reasonable assistance as the Authority shall require to enable the Authority or the Operator's Sub-Contractors to provide the Services;
- (b) include details of the management structure to be employed during both transfer and cessation of the Services in an ordinary exit and an emergency exit;
- (c) include a detailed description of both the transfer and cessation processes, including a timetable, applicable in the case of an ordinary exit and an emergency exit;
- (d) demonstrate how the Services will transfer to the Successor Operator and/or the Authority, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Authority Network Assets from any Non-Authority Network Assets (where applicable);
- (e) specify the scope of any services in connection with the Transition Management Plan ("**Transition** Services") that may be required for the benefit of the Authority and detail how such services would be provided (if required);
- (f) set out procedures to deal with requests made by the Authority and/or a Successor Operator for information relating to any employees, agents, consultants or contractors of the Operator and/or any sub-contractor;

- (g) address each of the issues set out in this Schedule 26 to facilitate the transition of the Services from the Operator to the Successor and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services during the transition period; and
- (h) provide a timetable and identify critical issues for providing the Transition Services.

26.4.3 The Operator shall review and update the Transition Management Plan in the first month of each Contract Year (commencing on 1 January 2025) to reflect changes in the Services. Following such update the Operator will submit the revised Transition Management Plan to the Authority for Approval. The Authority shall review and comment on the revised Transition Management Plan and the Operator shall incorporate any requirements of the Authority in the revised Transition Management Plan and resubmit the revised Transition Management Plan for Approval by the Authority.

## 26.5 Transition Assistance Period

26.5.1 The Operator shall provide the Transition Services in accordance with the Transition Management Plan for such period as the Authority may reasonably specify in writing (the “**Transition Assistance Period**”). For the avoidance of doubt, the Transition Assistance Period may include a period of time before and/or after the Expiry Date or the date of termination of this Agreement.

## 26.6 Transition Services

26.6.1 During the Transition Assistance Period or such shorter period as the Authority may require, the Operator shall continue to provide the Services (as applicable) including, at the discretion of the Authority, the Transition Services.

26.6.2 During the Transition Assistance Period, the Operator shall, in addition to providing the Services and, if applicable, the Transition Services, provide to the Authority any reasonable assistance requested by the Authority to allow the Services to continue without interruption to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Successor Operator.

26.6.3 Where the Operator demonstrates to the Authority’s reasonable satisfaction that transition of the Services and provision of the Transition Services during the Transition Assistance Period will have a material, unavoidable adverse effect on the Operator’s ability to meet a particular [Service Level/KPI], the Parties shall vary the relevant [Service Level/KPI] and/or the applicable [Performance Deductions] to take account of such adverse effect.

26.6.4 The Operator shall use all reasonable endeavours so as to facilitate the transfer of responsibility for the Services (or any part of the Services) to the Authority or a Successor Operator and the Operator shall take no action at any time during the Contract Period or during the Transition Assistance Period which is calculated or intended to prejudice or frustrate or make more difficult such transfer.



**26.7 Transition Assistance Period Obligations**

- 26.7.1 The Operator shall comply with all of its obligations contained in the Transition Management Plan.
- 26.7.2 At the end of the Transition Assistance Period (or earlier if this does not adversely affect the Operator's performance of the Services including the Transition Services and its compliance with the other provisions of this Schedule 26), the Operator will return to the Authority:
- (a) to the extent applicable, subject to paragraph 26.7.4 of this Schedule 26, all copies of any software licensed to or by the Authority under this Agreement;
  - (b) all materials created or used by the Operator under this Agreement, the Intellectual Property Rights in which are owned by or licensed to or by the Authority (and for the avoidance of doubt, other than as permitted by paragraph 26.7.4 of this Schedule 26, the Operator shall not keep any copies of such materials); and
  - (c) such Authority Network Assets as may be specified by the Authority.
- 26.7.3 Except where this Agreement provides otherwise, all licences, leases and authorisations granted by the Authority to the Operator in relation to the Services (or such parts of the Services as may be the subject of a transfer to a Successor Operator) shall be terminated with effect from the end of the Transition Assistance Period.
- 26.7.4 Notwithstanding the foregoing, the Operator may keep a single copy of such materials, documents and software:
- (a) as it may be required to keep by any Legal Requirement but only for so long as so required; and
  - (b) to the extent necessary for the performance of any obligations contemplated by this Agreement after the expiry of this Agreement but only for so long as needed for the performance of obligations under this Agreement.

**26.8 Scope of the Transition Services**

- 26.8.1 The Transition Services to be provided by the Operator shall include (without limitation) such of the following services as the Authority may specify:
- (a) notifying the Operator's Sub-Contractors of procedures to be followed during the Transition Assistance Period and providing management to ensure these procedures are followed;
  - (b) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and implementing processes and procedures such that they are comprehensive, clear and capable of being used by the Authority and/or Successor Operator after the end of the Transition Assistance Period;
  - (c) delivering to the Authority the existing systems support profiles, monitoring or system logs, problem tracking/resolution documentation, status reports and, in respect of the maintenance and support of the Solution, historical performance data over the twelve (12) month period immediately prior to the commencement of the Transition Services;

- (d) providing details of work volumes and staffing requirements over the twelve (12) month period immediately prior to the commencement of the Transition Services;
- (e) with respect to work in progress as at the end of the Transition Assistance Period, documenting the current status and stabilising for continuity during transition;
- (f) providing the Authority with any problem logs which have not previously been provided to the Authority;
- (g) reviewing all software libraries used in connection with the Services and providing details of these to the Authority and/or its Successor Operator;
- (h) analysing and providing information about capacity and performance requirements and known planned requirements for capacity growth across these areas;
- (i) assisting in the execution of a parallel operation of the maintenance and support of the Services (or relevant part of the Services) until the end of the Transition Assistance Period or as otherwise specified by the Authority (provided that these Services end on a date no later than the end of the Transition Assistance Period); and
- (j) answering all reasonable questions from the Authority and/or its Successor regarding the Services.

## 26.9 Knowledge Transfer

26.9.1 During the Transition Assistance Period, the Operator will:

- (a) transfer all training material in connection with the management, operation, maintenance or repair of the relevant Network Assets; and
- (b) provide for transfer to the Authority and/or the Successor Operator of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents.

26.9.2 The information which the Operator shall provide to the Authority and/or its Successor pursuant to paragraph 26.9.1 above shall include:

- (a) copies of up-to-date procedures and operations manuals;
- (b) agreements with third party suppliers of goods and services which are to be transferred to the Successor Operator;
- (c) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Successor Operator pursuant to this Schedule 26;
- (d) information regarding any unresolved faults in progress at the commencement of the Transition Assistance Period as well as those expected to be in progress at the end of the Transition Assistance Period; and
- (e) any relevant interface information.

## 26.10 Transfer of Network Assets

26.10.1 During the Transition Assistance Period, the Operator shall not, without the Authority's prior written consent:

- (a) terminate, enter into or vary any agreement with a Sub-Contractor in connection with the Services (or relevant part of the Services;
- (b) subject to normal maintenance requirements) make material modifications to, or dispose of, any Authority Network Assets; or
- (c) terminate, enter into or vary any licence for third party software in connection with the Services (or relevant part of the Services).

26.10.2 During the Transition Assistance Period, the Authority will provide written notice to the Operator setting out:

- (a) which Authority Network Assets the Authority requires to be transferred to the Authority and/or its Successor Operator; and
- (b) which agreements with Sub-Contractors and other agreements specified in paragraph 26.2.4 above the Authority require to be assigned or novated to the Authority and/or its Successor Operator (the "Transferring Contracts").

Where requested by the Authority and/or its Successor Operator, the Operator will provide all reasonable assistance to the Authority and/or its Successor to enable it to determine which Authority Network Assets and Transferring Contracts the Authority and/or its Successor Operator requires in order to provide the Services (or relevant part of the Services).

26.10.3 Upon request by the Authority, the Operator shall assign to the Authority (and/or its nominated Successor Operator), at no cost to the Authority or its Successor Operator, free from all liens, charges, options, Encumbrances and third party rights, title to and all rights and interests in those Authority Network Assets identified by the Authority under paragraph 26.10.2 above.

26.10.4 The Operator shall assign or procure the novation to the Authority (or the Successor Operator) of the Transferring Contracts, with effect from, at the latest, the expiry of the Transition Assistance Period. The Operator shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

26.10.5 The Operator shall indemnify the Authority (and/or the Successor, as applicable) against each Loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Authority (and/or Successor Operator) pursuant to paragraph 26.10.4 above in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

## 26.11 Operator Personnel

26.11.1 The Operator will not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services (or relevant part of the Services) from transferring their employment to the Authority and/or its Successor Operator.

- 26.11.2 During the Transition Assistance Period, the Operator will give the Authority and/or its Successor Operator access to the Operator's personnel to present the case for transferring their employment to the Authority and/or its Successor Operator.
- 26.11.3 The Operator will immediately notify the Authority or, at the direction of the Authority, the Successor Operator of any period of notice given by the Operator or received from any employees engaged in the provision of the Services, regardless of when such notice takes effect.
- 26.11.4 The Operator shall not, during the final twenty four (24) months of the Contract Period or during the Transition Assistance Period:
- (a) without the prior consent of the Authority (which shall not be unreasonably withheld or delayed) make, or promise to make, any material improvement in the terms or conditions of employment of any employee of the Operator (including in respect of notice periods, pension benefits and benefits to be provided on termination of employment) which would not reasonably be made by the Operator in the ordinary course of its business of operating the Network and acting in accordance with Good Industry Practice; or
  - (b) appoint new employees to be engaged in the operation or maintenance of the Network Assets who would not reasonably be appointed by the Operator in the ordinary course of its business of operating the Network and acting in accordance with Good Industry Practice,
- provided that paragraphs 26.11.4(a) and 26.11.4(b) shall not apply to any matters done in accordance with any national wage agreement.
- 26.11.5 Neither Party will, during the Contract Period or for twelve (12) months thereafter, employ or entice any directors, officers, employees, contractors or Sub-Contractors of the other party away from their employment with that other party, except where any such directors, officers, employees, contractors or Sub-Contractors respond to a general advertisement of employment.

## **SCHEDULE 27: INSURANCES**

## 27.1 Insurance Requirements

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

### 27.1.2 Liability Insurance

27.1.3 To indemnify the Insured (the Operator) in respect of all sums (including claimant's costs and expenses) as the insured shall become legally liable to pay arising out of:

1. Death, personal injury, or disease or illness suffered by any person
2. Damage to and / or loss of property

Happening during the period of insurance (see 'Period of insurance' below) and arising out of or in connection with the provision of the Services and in connection with the Agreement.

#### (a) Public and Products Liability

Limit of Indemnity:

€200,000,000 for third party legal liability for death, injury and damage to property.

Deductibles:

- i) €5,000,000 any one occurrence or series of occurrences arising out of any one road transport event / all other risks but
- ii) €10,000,000 in respect of all occurrences including all costs and expenses incurred in the defence or settlement of any claims in the annual aggregate in respect of road transport events
- iii) Including all costs and expenses incurred in the defence or settlement of any claim.

#### (b) Vehicle Third Party Property Damage

Limit of Indemnity:

Unlimited in respect of Third Party Bodily Injury,

€25,000,000 in respect of Third Party Property Damage (in excess of this up to €200,000,000 is included within the Public Liability programme as noted above)

Deductibles:

- i) €1,000,000 any one occurrence or series of occurrences arising out of any one road transport event / all other risks but
- ii) €25,141,303 in the period of insurance (aggregate excess)

**27.1.4 Property Damage “All Risks” Insurance**

Perils insured:

Accidental loss, destruction or damage other than by an excluded cause.

Insured property:

Buildings, contents, Network Buses, road vehicles, stock and all other relevant physical property not otherwise specifically insured.

Sum insured:

At all times an amount not less than the total reinstatement or replacement value of the insured property (see ‘Insured property’ above) but indemnity value in respect of stock plus provision to include other cover features and extensions, as appropriate.

Loss limit:

€200,000,000 on any one loss.

Deductibles:

- i) €1,000,000 on each and every claim reduced to €50,000 each claim in respect to leased property.
- ii) €5,000,000 annual aggregate deductible.
- iii) €100,000 each claim deductible once the aggregate has been exhausted.

**27.1.5 Employers Liability Insurance**

The Operator self-insures its Employers Liability risks.

**27.2 Other Insurance Requirements**

27.2.1 A specific indemnity to the Authority shall be put in place and confirmed in writing in respect of each of the insurances specified in paragraph 27.1.2 (Combined Motor Vehicle / Third Party Public and Products Liability Insurance).

27.2.2 The interest of the Authority shall be put in place and confirmed in writing in respect of each of the insurances specified in paragraph 27.1.3 (Property Damage “All Risks” Insurance).

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

## 27.3 Special Conditions Relating to Authority Network Assets

- 27.3.1 In the event of an Authority Network Asset being destroyed, the Operator shall compensate the Authority for half of the projected shortfall between the combined proceeds arising from any insurance claim and any other relevant claim brought by the Operator and the net book value of that Authority Network Asset as outlined in paragraph 27.3.3 within 4 months of the incident occurring, or, in exceptional circumstances, a longer timescale with the prior written agreement of the Authority.
- 27.3.2 The Operator shall use all reasonable endeavours to promptly exercise and actively pursue all contractual remedies available against any responsible parties (including submitting claims under any relevant policy of insurance) in connection with the destruction of such Authority Network Asset as set out in the Agreement, save where both the Operator and Authority, each acting reasonably and in good faith agree that it is not practicable or cost effective to pursue the responsible party for the purposes of procuring that the loss is recouped to the satisfaction of the parties (acting reasonably or as determined pursuant to Clause 47 (Disputes Resolution Procedure) set out under this Agreement).
- 27.3.3 Notwithstanding the Operator's obligations under this Agreement and any relevant Lease Agreement relating to the Authority Network Buses, in the event that an Authority Network Bus is destroyed as a result of an act of riot, vandalism, terror, criminal damage or public disorder while:
- entering, exiting or in service away from the Operator Site; or
  - Provided that the Operator has complied with Clause 9.1(b) of the Contract, located on any of the Operator Sites

any shortfall in the combined proceeds arising from any insurance claim and any other relevant claim brought by the Operator and the net book value of that bus shall be shared between the Operator and the Authority.

## 27.4 Authority Review of Operator Insurances

- 27.4.1 The Authority intends to undertake a review of all Operator insurance arrangements during the term of this Agreement and may require the Operator to amend these arrangements as a result of such a review. The Operator shall facilitate and cooperate fully with this review. Any amendments to insurance requirements shall be implemented in accordance with Schedule 23 (Variations).



## **SCHEDULE 28: GRANT AGREEMENT**

**28.1 Grant Agreement**

28.1.1 This Schedule 28 applies solely to Network Buses purchased by the Operator through grant funding from the Authority. Authority Network Buses are subject to the terms contained within the Lease Agreement between the Authority and the Operator dated 12<sup>th</sup> November 2018.

Draft: 31 October 2014 EOH\15412534.3

[ • ] 2014

**AN tÚDARÁS NÁISIÚNTA IOMPAIR – NATIONAL TRANSPORT AUTHORITY**

**and**

**[OPERATOR]**

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**FRAMEWORK GRANT AGREEMENT**

**THIS AGREEMENT** is made on [ • ] 2014 between:

- (4) **An tÚdarás Náisiúnta Iompair-National Transport Authority**, as established pursuant to the Dublin Transport Authority Act 2008, as amended by the Public Transport Regulation Act 2009 and having its principal office at Dún Scéine, Harcourt Lane, Dublin 2 (the “**Authority**”); and
- (5) **[Operator]**, a private limited company having its principal office at XX , Dublin X (“**Operator**”).

#### **RECITALS**

- (A) Section 48 of the Dublin Transport Authority Act 2008 (as amended, the “**Act of 2008**”) provides that the Authority shall secure the provision of public passenger transport services by means of public transport services contracts.
- (B) Section 49 of the Act of 2008 provides that where the Authority enters into a public transport services contract under section 48 of the Act of 2008, it may, subject to such conditions as it sees fit, make payments to the public transport operator concerned out of moneys provided by the Oireachtas or otherwise, in respect of the provision of public passenger transport services referred to in that public transport services contract.
- (C) Regulation (EC) No. 1370/2007 (the “**PSO Regulation**”) on public passenger transport services by rail and by road lays down the conditions under which competent authorities, when imposing or contracting for Public Service Obligations, compensate public service operators for costs incurred and/or grant exclusive rights in return for the discharge of Public Service Obligations.
- (D) Section 52 of the Act of 2008 provides that the Authority shall enter into direct award contracts with [Operator] to secure certain public bus services.
- (E) [Operator] is entitled to certain rights specified in the Public Service Contract and [Operator] agreed to provide the Services specified therein in accordance with the Public Service Contract, the Act of 2008 and the PSO Regulation.
- (F) [Operator] may wish from time to time to acquire new Buses in connection with the delivery of the Services specified in the Public Service Contract.
- (G) Subject to the terms of this Agreement, the Authority may wish from time to time to make available certain monies by way of grant or to make certain payments to [Operator] in accordance with section 45 and/or section 49 of the Act of 2008 to facilitate the acquisition of such new Buses by [Operator].
- (H) The Authority and [Operator] acknowledge that any monies made available by the Authority to [Operator] is being made available in accordance with the PSO Regulation.

#### **NOW IT IS AGREED AS FOLLOWS:**

## SECTION 1

### INTERPRETATION

#### 12. Definitions and Interpretation

##### 12.1 Definitions

In this Agreement:

**“Act of 2008”** has the meaning given to it in Recital (A).

**“Authorisation”** means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

**“Buses”** means mechanically propelled vehicles designed for travel by road having seating accommodation for more than nine persons (including the driver), and **“Bus”** shall be construed accordingly.

**“Business Day”** means a day (other than a Saturday or Sunday or public holidays) on which banks are open for general business in Ireland.

**“direct award contract”** has the meaning assigned to it in section 47 of the Act of 2008.

**“Encumbrance”** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, trust arrangement or security interest of any kind or other agreement or arrangement having the effect of conferring security (including title transfer and/or retention arrangements having a similar effect).

**“Expert”** has the meaning given to it in clause 20.

**“Grant”** or **“Grant Monies”** means the sum or sums of money being made available by the Authority to [Operator] pursuant to, and in accordance with, a Grant Letter and this Agreement.

**“Grant Balance”** means the aggregate of:

- (a) any amount advanced by the Authority under this Agreement and any Grant Letter entered into pursuant to this Agreement in the twelve (12) months prior to the date of demand contemplated by clause 6.2(b); and
- (b) in relation to any Grant advanced at any other time, the lower of:
  - (i) the amount of such Grant; and
  - (ii) the amortised value at such time of any Buses the subject of such Grant, on the basis that [Operator] complied with its obligations under the Grant Letter and this Agreement.

**“Grant Letter”** means a letter substantially in the form set out in the Schedule to this Agreement, or such other form as the Parties may agree, in which the Authority offers to make available to [Operator] a Grant or Grants and [Operator] accepts such offer.

**“Party”** means a party to this Agreement.

**“PSO Regulation”** has the meaning given to it in Recital (C).

**“Public Service Bus”** means:

- (c) each Bus acquired by [Operator] with the Grant Monies in accordance with a Grant Letter and this Agreement; or
- (d) any Bus that is to be treated as a “Public Service Bus” pursuant to clause 9.2 or clause 9.3 of this Agreement or as otherwise agreed in writing by the Authority and [Operator],

and **“Public Service Buses”** shall be construed accordingly.

**“Public Service Contract”** means, as applicable:

- (e) the direct award contract dated 1 December 2009 between the Authority and [Operator];
- (f) the direct award contract dated [ • ] 2014 between the Authority and [Operator]; or
- (g) any other public transport services contract between the Authority and [Operator],

in each case, in relation to, among other things, compensation pursuant to the Act of 2008 and the PSO Regulation for the performance of Public Service Obligations.

**“Public Service Obligation”** has the meaning given to it by section 47 of the Act of 2008.

**“public transport services contract”** has the meaning given to it in section 47 of the Act of 2008.

**“required number”** means, at any time, the number of Buses that the Authority specifies as appropriate for an operator to perform such Services:

- (h) as may be the subject of a future tender competition for a public transport services contract; or
- (i) to the extent not falling within (a), as may be specified by the Authority (in connection with any review carried out pursuant to section 51 or section 52(6) of the Act of 2008) as falling, or as to fall, outside the then applicable Public Service Contract.

**“Required Public Service Bus”** means any Public Service Bus that:

- (j) falls within clause 18.4(a); or
- (k) has been so specified in accordance with clause 18.4(b).

**“Sale Amount”** means the amount received by [Operator] in respect of the sale of Public Service Buses following a tender process required by the Authority pursuant to clause 6.2(b)(ii) or clause 7.1.

**“Security”** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**“Service”** or **“Services”** means the public bus services [Operator] is required to provide pursuant to a Public Service Contract.

**“Tax”** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

## 12.2 Construction

- (a) Unless a contrary indication appears, a reference in this Agreement to:
  - (i) the **“Authority”**, **“[Operator]”**, any **“Party”** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (ii) **“assets”** includes present and future properties, revenues and rights of every description;
  - (iii) a **“person”** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;
  - (iv) a **“regulation”** includes any regulation, rule, official directive, request or guideline (having the force of law) of any governmental, intergovernmental or supranational

body, agency, department or regulatory, self-regulatory or other authority or organisation;

(v) “**VAT**” shall be construed as a reference to value added tax including any similar tax which may be imposed in place thereof from time to time;

(vi) a provision of law is a reference to that provision as amended or re-enacted; and

(vii) a time of day is a reference to Irish Standard Time (IST) as applicable in Dublin City, Ireland.

(b) Section, clause and Schedule headings are for ease of reference only.

### 12.3 Currency symbols and definitions

“**€**” and “**euro**” denote the lawful currency of Ireland.

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**SECTION 2****GRANT TO [OPERATOR]****13. The Grant****13.1 The Grant**

The Authority may make available to [Operator] from time to time Grants by way of grant, subject to, and in accordance with, this Agreement and the applicable Grant Letter.

**13.2 Purpose of the Grant**

The purpose for which each Grant is to be applied shall be as set out in the applicable Grant Letter.

**14. Payment of the Grant****14.1 Payment of the Grant**

The Grant (or any part of a Grant as may be due in accordance with the Grant Letter) shall be paid to [Operator] within twenty (20) Business Days of the conditions specified in the relevant Grant Letter for such Grant (or part, as the case may be) being satisfied.

**15. Acknowledgement by [Operator]****15.1 Acknowledgement by [Operator]**

[Operator] hereby acknowledges that:

- (a) the Authority, in making the Grants available to [Operator], is not acting as a lender or finance provider of any kind; and
- (b) the Public Service Buses purchased by [Operator] in accordance with this Agreement are, subject to clause 7.3, the sole responsibility of [Operator].



**SECTION 3****PUBLIC SERVICE BUSES****16. Use of Public Service Buses****16.1 Use of Public Service Buses**

- (a) Subject to clause 5.1(b), [Operator] shall use the Public Service Buses solely and exclusively for the purpose of providing the Services.
- (b) [Operator] may use the Public Service Buses in connection with the provision of services other than the Services, provided that it pays to the Authority within ten (10) Business Days of the end of each Period an amount determined in accordance with the following:

$$MAx \frac{NPSH}{TSH}$$

Where:

MA is amount of grant divided by number of Periods in expected life of buses

NPSH is, in any Period, the number of hours (rounded upwards) in respect of which a Public Service Bus has undertaken services other than Services; and

TSH is, in any Period, the number of hours (rounded upwards) in respect of which a Public Service Bus has undertaken services (including Services)

(the “**Repayment Mechanism**”).

- (c) For the purposes of this clause 5.1, “**Period**” means each [Operator] accounting period of four weeks.
- (d) The Authority and [Operator] shall review the Repayment Mechanism within twelve (12) months of the date of execution of this Agreement and discuss and negotiate in good faith any amendments to the Repayment Mechanism.

**16.2 Restriction on Use**

[Operator] shall not without the prior written consent of the Authority use or permit the use of any Public Service Bus except in accordance with clause 5.1 above.

**16.3 No alienation**

Except with the prior written consent of the Authority, [Operator] shall not sell, alienate, assign, part with the possession of or otherwise dispose of or remove (save for purpose of normal maintenance, repair or replacement) or mortgage or charge or otherwise create, or permit to be created, any Encumbrance over the Public Service Buses or any part thereof.

**SECTION 4****CANCELLATION AND REPAYMENT****17. Cancellation and Repayment****17.1 Cancellation and Repayment of Grant**

The Authority may stop payment of the Grant and/or revoke and cancel the Grant and require repayment of the Grant Balance if any one or more of the following events occur:

- (a) if [Operator] commits a breach of any of the terms, conditions or warranties of this Agreement and fails to rectify such breach within fifteen (15) Business Days after written notice thereof has been served by the Authority on [Operator];
- (b) if [Operator] enters into liquidation whether compulsory or voluntary or becomes insolvent or enters into receivership or examinership or enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debt other than a bona fide amalgamation or reconstruction of [Operator];
- (c) if it becomes unlawful for the Authority to perform any of its obligations as contemplated by this Agreement (whether by reference to the Regulation or otherwise);
- (d) if there is a breach by [Operator] of any of the provisions of clause 5;
- (e) if [Operator] suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business without the prior written consent of the Authority; and
- (f) if [Operator] rescinds or purports to rescind or repudiates or purports to repudiate this Agreement or any Grant Letter.

**17.2 Demand for Repayment / Request for Tender**

[Operator] hereby covenants that on the occurrence of any of the events referred to in clause 6.1:

- (a) it shall as soon as practicable notify the Authority of the occurrence of such event (other than in respect of clause 6.1(c)); and
- (b) it shall, at the sole discretion of the Authority:
  - (i) within ten (10) Business Days of the date of a written demand from the Authority repay to the Authority the Grant Balance together with all costs reasonably incurred by the Authority in the recovery of such monies; or
  - (ii) within fifteen (15) Business Days of the date of a written request from the Authority initiate a tender process for the sale of the relevant Buses.

**17.3 Amount Due**

The amount specified by the Authority in any notice issued pursuant to clause 6.2(b)(i) shall, except in the case of manifest error, be conclusive as to the amount due by the [Operator] to the Authority pursuant to clause 6.2(b)(i).

**17.4 Interest**

If [Operator] fails to pay any amount payable by it under this Agreement:

- (a) on its due date; or

- (b) in the case of clause 6.2(b)(ii) or clause 18.1(c), within fifteen (15) Business Days of the date of receipt by [Operator] of the Sale Amount,

interest shall accrue on the overdue amount from the due date up to the date of actual payment at a rate of 0.3% per month. Any interest accruing under this clause 6.4 shall be immediately payable by [Operator] on demand by the Authority.

## 18. Required Public Service Bus

### 18.1 Required number

The Authority shall be entitled to require [Operator] to:

- (a) transfer to it each Required Public Service Bus, free from any Encumbrance and in good repair, appearance and roadworthy condition (fair wear and tear excepted); or
- (b) pay to the Authority an amount of the Grant equivalent to the amortised value of the Required Public Service Bus; or
- (c) initiate a tender process for the Sale of the Required Public Service Bus(es) and pay the Authority the Sale Amount within fifteen (15) Business Days of the date of receipt by [Operator] of the Sale Amount,

and [Operator] shall comply with the requirements of the Authority.

### 18.2 Manufacturer's Warranties

If the Authority has required [Operator] to transfer the Required Public Service Buses to the Authority in accordance with clause 7.1, [Operator] shall, at the same time, transfer to the Authority any guarantee or warranty given by the manufacturer or supplier of the Required Public Service Buses (to the extent permitted to do so) and any manuals or log books in respect of such Required Public Service Buses.

### 18.3 Date of Transfer and Date of Sale

As between the Authority and [Operator]:

- (a) the Public Service Buses acquired by [Operator] in accordance with this Agreement are the sole responsibility of [Operator] up to the date of any transfer of such Public Service Buses to the Authority pursuant to clause 7.1 (the "**Date of Transfer**") or the date of sale of such Public Service Buses pursuant to clause 6.2(b)(ii) or clause 7.1 (the "**Date of Sale**") (collectively, the "**Relevant Public Service Buses**");
- (b) on and with effect from the Date of Transfer or the Date of Sale (as the case may be), [Operator] has no further obligation to maintain insurance in respect of the Relevant Public Service Buses; and
- (c) except in respect of any liability arising, or the circumstances giving rise to such liability arising, prior to the Date of Transfer or the Date of Sale (as the case may be), [Operator] has no liability in respect of the Relevant Public Service Buses arising on or after the Date of Transfer or the Date of Sale.

### 18.4 Required Public Service Bus

Where in connection with a proposed competitive tender, the Authority has specified a required number, this clause 18.4 shall apply to identify the individual Public Service Buses that are Required Public Service Buses:

- (a) where the required number is equal to or greater than the number of Public Service Buses at that time, all the Public Service Buses shall be Required Public Services Buses; or

- (b) where the required number is less than the number of Public Service Buses, the Authority shall specify the individual Public Service Buses to be treated as “Required Public Service Buses” for the purposes of this Agreement.

**SECTION 5****OPERATION, MAINTENANCE AND REPAIR****19. Operation, Maintenance and Repair****19.1 Operation and Use**

[Operator] shall operate the Public Service Buses:

- (a) in the normal and ordinary course of its operations and not for any purpose for which they are not designed or reasonably suited;
- (b) in accordance with all applicable laws;
- (c) subject to clause 8.3(c), in accordance with any manuals and technical documents and all certificates and approvals relating to the Public Service Buses;
- (d) so as not to discriminate between the Public Service Buses and other Buses owned or operated by [Operator];
- (e) subject to clause 8.3(c), so as not to invalidate any manufacturer's warranties; and
- (f) so as not to render any applicable insurances invalid, void, voidable or unenforceable or render any sum payable under any applicable insurance repayable.

**19.2 Licences and Taxes**

[Operator] shall at its own expense register the Public Service Buses and pay any registration fees, licence fees, vehicle inspection fees, Taxes, tolls or other costs and expenses payable in connection with the purchase, registration and/or licensing of the Public Service Buses.

**19.3 Maintenance and Repair**

[Operator] shall maintain, service and repair the Public Service Buses using suitably qualified personnel so as to:

- (a) keep each Public Service Bus in good repair, condition and appearance and roadworthy (fair wear and tear excepted);
- (b) keep each Public Service Bus clean internally and externally and free from rubbish, stains and graffiti;
- (c) comply with the applicable manufacturer's maintenance, component maintenance or structural repair manuals and corrosion prevention programmes and all modifications, service bulletins and similar requirements applicable to the Public Service Buses (the "**Manufacturer's Requirements**") except where [Operator] reasonably believes that any such Manufacturer's Requirements are unnecessary to achieve an acceptable standard of maintenance; and
- (d) not, without the prior written approval of the Authority, discriminate in its maintenance or repair of the Public Service Buses as between the Public Service Buses and other Buses owned or operated by [Operator].

**19.4 Alterations**

[Operator] shall ensure that no modification to or change or alteration in the Public Service Buses is made without the prior written consent of the Authority which will have the effect of materially reducing the value or roadworthiness of the Public Service Buses except as is:

- (a) necessary for compliance with applicable laws; or

- (b) required by the manufacturer.

[Operator] may, at its own expense, make modifications, alterations and improvements to the Public Service Buses (including making any associated changes to the manuals and technical documents) if such modifications, alterations and improvements do not have the effect of materially reducing the value or remaining useful life of the Public Service Buses.

#### 19.5 Inspection

[Operator] shall permit:

- (a) the Authority;
- (b) the Authority's Representatives; or
- (c) such other persons as the Authority may nominate in connection with any competition for the award of a Public Service Contract,

(in the case of (a) and (b)) during normal business hours and, in the case of (c), during normal business hours, in each case on reasonable notice, to inspect the Public Service Buses. For the purpose of inspecting the Public Service Buses, [Operator] shall procure that the Authority or the Authority's Representatives are authorised to enter onto any land or into any premises at which the Public Service Buses may from time to time be located. For the avoidance of doubt, in the case of (a), (b) and (c), entry onto any land or into any premises is subject to compliance with [Operator]'s health and safety requirements and all applicable health and safety legislation.

For the purposes of this clause 8.5 and clause 8.6(c), the "**Authority's Representatives**" means employees, consultants or advisers of the Authority.

#### 19.6 Manuals and Technical Records

[Operator] shall:

- (a) maintain all such records, information and documents that are required to be maintained in respect of the Public Service Buses to comply with any applicable laws and in accordance with prudent ownership, operating and management practice;
- (b) keep accurate, complete and up to date records of the location of each Public Service Bus and of all maintenance, repairs, additions, alterations and modifications to, and removal of parts from, each Public Service Bus; and
- (c) subject to compliance with [Operator]'s health and safety requirements and all applicable health and safety legislation, permit the Authority or the Authority's Representatives during normal business hours on reasonable notice to examine and take copies of such records, information and documents.

### 20. Insurance and Replacement

#### 20.1 Insurance

[Operator] shall ensure that such insurances in respect of the Public Service Buses as may be required by law are taken out and maintained, and shall furnish such evidence in this respect as the Authority may require.

#### 20.2 Replacement of Public Service Buses

If there should be damage to or loss of any of the Public Service Buses through fire or accident or any other cause the insurance or other compensation received by [Operator] in respect of such Public Service Buses shall be used to restore the Public Service Buses so damaged or lost and in the event of such compensation

being insufficient for that purpose [Operator] shall bear the first €500,000 of the deficiency out of its own funds and half of any deficiency above this amount.

20.3 Substitution of Buses

- (a) If there should be damage to or loss of any of the Public Service Buses resulting in such Public Service Buses being unavailable for use, [Operator] may substitute for such Public Service Buses any other Buses owned by it provided that such Buses are of an equivalent specification, state of repair and roadworthy condition to the Public Service Buses that are available for use.
- (b) Any Bus substituted for a Public Service Bus in accordance with clause 9.3(a) shall be deemed to be a Public Service Bus for the purposes of this Agreement and the provisions of this Agreement shall apply to such Bus for the period for time for which it is substituted and being used as a Public Service Bus.

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**SECTION 6****INDEMNITIES****21. Indemnities****21.1 [Operator] Indemnity**

Subject to clause 10.2, clause 10.3 and clause 10.4, [Operator] hereby indemnifies and agrees to hold harmless on demand the Authority, its respective officers, agents, servants and/or employees (each an **"Indemnified Person"**) from and against all and any loss, liability or claims which may arise as a direct result of :

- (a) any negligent act or omission of [Operator] or any person for whom [Operator] is responsible in connection with the performance of its obligations under this Agreement.;
- (b) failure to comply with any applicable laws;
- (c) the use of the Public Service Buses by [Operator]; or
- (d) any breach of this Agreement by [Operator].

**21.2 Exclusions**

[Operator] shall not be liable, in contract, tort (including negligence) or for breach of duty or breach of statutory duty for:

- (a) any economic loss (including loss of revenues, profits, contracts, business or anticipated savings);
- (b) any loss of goodwill or reputation;
- (c) any special or indirect or consequential losses; or
- (d) any loss but only to the extent directly caused by the negligence, omission or misconduct of the Authority.

in any case, whether or not such losses were within the contemplation of the Parties at the date of this Agreement, or were suffered or incurred by a Party arising out of or in connection with any matter arising under this Agreement.

**21.3 Compliance with direction**

Such indemnity shall not operate to the extent that the act complained of arises directly from [Operator]'s compliance with a direction of the Authority under the Act of 2008.



**SECTION 7****REPRESENTATIONS AND UNDERTAKINGS****22. Representations**

[Operator] makes the representations and warranties set out in this clause 12 to the Authority on the date of this Agreement.

**22.1 Status**

- (a) It is a corporation, duly incorporated and validly existing under the laws of Ireland.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

**22.2 Binding obligations**

Obligations expressed to be assumed by it in this Agreement are legal, valid, binding and enforceable obligations.

**22.3 Non-conflict with other obligations**

The entry into and performance by it of, and the transactions contemplated by, this Agreement does not and will not conflict with:

- (a) any law or regulation applicable to [Operator];
- (b) [Operator]'s constitutional documents; or
- (c) any agreement or instrument binding upon [Operator] or any of its assets.

**22.4 Power and authority**

- (a) [Operator] has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Agreement to which it is a party and the transactions contemplated by this Agreement.
- (b) No limit on any of [Operator]'s powers will be exceeded as a result of anything contemplated by this Agreement.

**22.5 Validity and admissibility in evidence**

It has all Authorisations required to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Agreement and the transactions contemplated by this Agreement.

**22.6 No misleading information**

- (a) Any factual information which has been provided in writing to the Authority by or on behalf of [Operator] in relation to this Agreement was, or will be, true and accurate in all material respects at the date it was, or is, provided.
- (b) Nothing has occurred or been knowingly omitted from that factual information provided at the time it is provided and no information has been given or withheld that results in the information or assumptions contained in that information provided at the time it is provided being untrue or misleading in any material respect.

**22.7 Solvency**

[Operator] has not taken any action nor have any steps been taken or legal proceedings started or threatened against it for winding up, examination, dissolution or re-organisation, the enforcement of any

Security over its assets or for the appointment of a receiver, examiner, administrative receiver or administrator, trustee or similar officer of it or any of its assets.

**23. Information Undertakings**

The undertakings in this clause 12 remain in force from the date of this Agreement for so long as any amount is outstanding under this Agreement.

**23.1 Information: miscellaneous**

[Operator] shall promptly supply to the Authority, upon request, such information regarding the financial condition, business, operations and related matters of [Operator] and/or information on the use, condition and maintenance/operational records of the Public Service Buses as the Authority may reasonably request and to the extent that such information relates to the Public Service Buses.

**23.2 Notification of default**

[Operator] shall notify the Authority of the occurrence of any event referred to in clause 6.1 (other than in respect of clause 6.1(c)) promptly upon becoming aware of its occurrence.

**24. General Undertakings**

The undertakings in this clause 13 remain in force from the date of this Agreement for so long as any amount is outstanding under this Agreement.

**24.1 Authorisations**

[Operator] shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) where requested by the Authority, supply certified copies to the Authority of,

any Authorisation required under any law or regulation to enable it to perform its obligations under this Agreement and to ensure the legality, validity, enforceability or admissibility in evidence of this Agreement.

**24.2 Change of business**

[Operator] shall procure that no substantial change is made to the nature of its business contemplated by the Public Service Contract from that carried on at the date of this Agreement.

## **SECTION 8**

### **CHANGES TO THE PARTIES**

#### **25. Changes to the Authority**

##### **25.1 Assignments and transfers by the Authority**

The Authority may:

- (a) assign any of its rights; or
- (b) transfer by novation any of its rights and obligations,

under this Agreement to a statutory body corporate without the consent of [Operator].

#### **26. Changes to [Operator]**

##### **26.1 Assignment and transfers by [Operator]**

[Operator] may not assign any of its rights or transfer any of its rights or obligations under this Agreement without the consent in writing of the Authority.

**SECTION 9****ADMINISTRATION****27. Set-Off****27.1 No set-off by [Operator]**

Subject to clause 20, all payments to be made by [Operator] under this Agreement shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

**27.2 Set-off by the Authority**

The Authority may set off any amount due and owing from [Operator] under this Agreement against any amount due and owed by the Authority to [Operator].

**28. Notices****28.1 Communications in writing**

Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by fax or letter.

**28.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement is that identified with its name below in the case of the Authority, that identified with its name below in the case of [Operator], or any substitute address, fax number or department or officer as [Operator] may notify to the Authority (or the Authority may notify to [Operator], if a change is made by the Authority) by not less than five Business Days' notice.

**28.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective:

- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, when it has been left at the relevant address or five Business Days' after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 28.2, if addressed to that department or officer.

**28.4 Notification of address and fax number**

Promptly upon receipt of notification of an address, and fax number or change of address or fax number pursuant to clause 28.2 or changing its own address or fax number, the Authority shall notify the other Parties.

**28.5 English language**

- (a) Any notice given under or in connection with this Agreement must be in English.
- (b) All other documents provided under or in connection with this Agreement must be:
  - (i) in English, or

- (ii) if not in English, and if so required by the Authority, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## 29. Calculations and Certificates

### 29.1 Accounts

Subject to clause 20, in any litigation arising out of or in connection with this Agreement, the entries made in the accounts by the Authority are, in the absence of manifest error, *prima facie* evidence of the matters to which they relate.

### 29.2 Certificates and determinations

Subject to clause 20, any certification or determination by the Authority of a rate or amount under this Agreement is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

### 29.3 Day count convention

Any interest accruing under this Agreement will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the European interbank market differs, in accordance with that market practice.

### 29.4 Partial Invalidity

If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## 30. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of the Authority, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

## 31. Dispute as to valuation

If any dispute arises out of or in connection with the value of the Buses, either Party may give a notice that a dispute exists (a “**Dispute Notice**”) to the other Party and if the Parties have not resolved the dispute within five (5) Business Days of the date of the Dispute Notice, the following provisions apply:

- (a) either Party may refer the dispute to an independent person agreed by the Parties or in default of agreement within fourteen (14) Business Days of the date of the Dispute Notice, an independent person nominated by the Chairman of the Chartered Institute of Arbitrators Irish Branch (the “**Expert**”), with a request that the Expert make a decision on the dispute within twenty one (21) Business Days of receiving the reference;
- (b) in a reference, the Expert shall act as an expert and not as an arbitrator;
- (c) the decision of the Expert is, in the absence of fraud or manifest error, final and binding on both Parties;
- (d) the Parties shall bear the Expert’s costs equally;
- (e) the Parties shall with reasonable expedition endeavour to agree any terms of reference of the Expert or procedures relating to the determination (failing which the Expert shall determine his own terms of reference and the procedures to be applied to the determination of any dispute pursuant to this clause); and

- (f) each Party shall promptly furnish to the Expert all such assistance, documents, information and personnel as the Expert may require for the purpose of the determination.

**32. Whole Agreement**

- (a) This Agreement and the then applicable Public Service Contract constitute the entire agreement between the Parties relating to the subject matter of this Agreement, and supersede all prior representations, arrangements, understandings and agreements between the Parties.
- (b) No Party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement or the said Public Service Contract.

**33. Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

## SECTION 10

### GOVERNING LAW AND ENFORCEMENT

#### 34. Governing Law

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

#### 35. Enforcement

- (a) Except pursuant to clause 20, the courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement (a “**Dispute**”).
- (b) The Parties agree that the courts of Ireland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

**THIS AGREEMENT** has been entered into on the date stated at the beginning of this Agreement.

**SIGNATURES**

**[OPERATOR]**

By:

Address:       XX  
                  Dublin X

Fax:            +353 (0) 1 703 XXXX

Attention:     XXXXXX  
                  Company Secretary

**THE AUTHORITY**

**AN tÚDARÁS Náisiúnta Iompair-National Transport Authority**

By:

Address:       Dún Scéine,  
                  Harcourt Lane,  
                  Dublin 2.

Fax:            +353 (0) 1 879 8333

Attention:     Gerry Murphy  
                  Chief Executive



**SCHEDULE****Form of Offer Letter**

[Date]

[Operator]

FAO: The Company Secretary

**Grant Offer Letter**

Dear Sirs

We refer to the Framework Grant Agreement dated [ • ] between us (the “**Framework Agreement**”). Terms and expressions used in this letter shall have the same meaning as in the Framework Agreement unless the context otherwise requires.

You have notified us that you *[insert purpose of grant]* and the Authority has determined to make available to you the following grant on the terms and conditions of the Framework Agreement and this letter.

2. This is a Grant Letter for the purposes of the Framework Agreement.
3. The Grant being made available by the Authority is *[insert details of the grant, e.g., the amount of [ • ] in respect of each Bus being acquired provided that the aggregate amount to be made available pursuant to this Offer Letter shall not exceed [ • ]]* (the “**Grant**”).
4. The Grant is being made available by the Authority to [Operator] to *[facilitate the acquisition by [Operator]] / [reimburse [Operator] for expenditure incurred by it in connection with the acquisition]* of Buses to be used for the purpose of providing the Services.
5. The Grant shall be made by the Authority:
  - (a) upon it receiving, in form and substance satisfactory to it, the following:
 

*[insert applicable conditions precedent, such as*

    - (i) *evidence of the [expenditure incurred and paid] / [invoices] as the purchase price for the Public Service Buses;*
    - (ii) *evidence the insurances referred to in clause 9.1 have been put in place;*
    - (iii) *that [Operator] is up to date in its affairs with the Revenue Commissioners and that prior to payment of the Grant it shall submit an up to date tax clearance certificate from the Revenue Commissioners;*
    - (iv) *a copy of the contract (and any document relating thereto requested by the Authority) entered into by [Operator] with the vendor in connection with the acquisition of the Public Service Buses;*
    - (v) *evidence that [Operator] has acquired the Public Service Buses the subject of the Grant;]*

- (b) if the representations set out in the Framework Agreement are true and correct as of *[each/the]* date the Grant is made.
6. Payment of the Grant shall be made in accordance with clause 14.1 of the Framework Agreement.
7. The Framework Agreement shall apply to this letter and the Grant contemplated by this Grant Letter except to the extent modified by this Grant Letter and any such modification has been agreed with [Operator].
8. In the event of an inconsistency between the terms of this Grant Letter and the Framework Agreement, the terms of this Grant Letter shall prevail.

Please sign where indicated below to acknowledge your acceptance of, and agreement to, the foregoing.

Yours faithfully

**AN tÚDARÁS NÁISIÚNTA IOMPAIR –  
NATIONAL TRANSPORT AUTHORITY**

ACCEPTED AND AGREED THIS [ • ]

[OPERATOR]

**SCHEDULE 29: AUDIT TERMS OF REFERENCE**

## 29.1 Outline of Audit Terms of Reference

29.1.1 An Audit of the Operator shall be carried out on behalf of the Authority each year.

29.1.2 The audit shall include but not be limited to:

(a) Calculation and processing of payments:

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

(b) Contractual compliance:

- i. Operator has met its obligations to report on operations and performance as specified in the Contract;
- ii. Operator has met the standard of performance specified in the Contract;
- iii. Reported performance of Operator can be substantiated by operational source information;
- iv. Operator returns to the Authority have been approved at an appropriate level of management;
- v. Operator Subcontractors are approved in advance and their services are adequately reported on;
- vi. Auxiliary departures are reported on in a timely manner; and
- vii. Changes to fares are appropriately authorised.

(c) Cost of providing the Services:

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

(d) Calculation of PSO Compensation Amount:

- i. Any Reasonable Profit paid to Operator on its delivery of the Services is calculated on a suitable basis; and

- ii. Operator's operating costs for PSO services are consistent with those of a 'well-run' bus operator.

(e) Cross-subsidy between operators:

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

(f) Duplication of subsidy:

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

(g) Operators are monitored to ensure they are in compliance with all Schedules of this Agreement.

(h) Follow-up on previous internal audit recommendations.

## **SCHEDULE 30: DATA TO BE PROCESSED UNDER THIS AGREEMENT**

30.1.1 The following data processing instructions should be adhered to at all relevant times in respect of any personal data as described in this Schedule 33 for which the Operator is the processor, and the Authority is the controller:

1. Where consent is the basis for processing such personal data, the Operator shall implement consent capture / recording processes.
2. 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.
3. 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).
4. 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 33. This applies to all new sub-contracts put in place subsequent to this agreement.
5. 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.
6. 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 33.1.1.

30.1.3 Neither Party shall oblige the other Party to breach Data Protection Law when processing personal data as a processor, controller or otherwise, in connection with this Agreement.



30.1.4 Customer Service The following data processing instructions should be adhered to at all relevant times in respect of any personal data as described in this Schedule 33 for which the Operator is the processor, and the Authority is the controller:

7. Where consent is the basis for processing such personal data, the Operator shall implement consent capture / recording processes.
8. 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.
9. The Operator shall have user training processes in place to provide clear instructions on personal data processing. The Operator shall carry out regular training on an on-going basis (at least annually).
10. In the event of sub-contracting any processing, the Operator shall ensure that the Operator's sub-contract adheres to any applicable instructions in this Schedule 33. This applies to all new sub-contracts put in place subsequent to this agreement.
11. The Operator shall comply with the Operator's applicable obligations under Data Protection Law to maintain a record of all categories of processing activities carried out on behalf of the Authority in respect of such data.
12. The Operator shall implement appropriate privacy notices for any websites deployed on behalf of the Authority that are both consistent with Articles 12 to 14 of the Data Protection Law and agreed with the Authority.

30.1.5 The Operator shall implement appropriate data retention policies for such data not contemplated under paragraph 33.1.1.

30.1.6 Neither Party shall oblige the other Party to breach Data Protection Law when processing personal data as a processor, controller or otherwise, in connection with this Agreement.

**30.2 Customer Service**

The subject matter and duration of the Processing	Providing customer services via the Consolidated Contact Centre Solution as described in this Agreement and for the duration of the Agreement.
The nature and purpose of the Processing	<ul style="list-style-type: none"> <li>• Performance of the Services pursuant to this Agreement, and includes the following use cases: 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 operator personnel.</p> <p>Other data subjects of the personal data processed in connection with the provision of the Services.</p> <p>The types of personal data processed include:</p> <ol style="list-style-type: none"> <li>a. First names and surnames</li> <li>b. Email addresses</li> <li>c. Telephone numbers</li> <li>d. Customer disability information</li> <li>e. Call recordings</li> <li>f. Linkable customer data</li> <li>g. Customer movements</li> <li>h. Free text data provided by customers</li> <li>i. Images, videos, documents supplied by customers</li> </ol>
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

<p>Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)</p>	Use Case	NTA Role	Transport Operator Role
	Escalations	Controller	Processor
	Legal Escalations	Separate Controller	Separate Controller
	Asset Defect	Controller	Processor
	Planned and unplanned service Disruptions	Controller	Processor
	Accessibility Assistance	Separate Controller	<p>Separate Controller</p> <p>In an accessibility assistance use case, the NTA and the Transport Operator(s) are separate controllers of their own copy of the case data.</p> <p>When Transport Operator(s) are viewing data within the Solution, the Transport Operator(s) is a processor, as is the case in any other use case.</p>
	Lost Property	Separate Controller	Separate Controller

**30.3 CCTV**

The subject matter and duration of the Processing	As described in the Agreement, at least 4 days and disclosure of images requested and/or required for incidents (and required to be disclosed to Gardai for crimes and accidents)
The nature and purpose of the Processing	<p>Transfer of data from CCTV camera equipment from the Network Buses for the following purposes:</p> <ul style="list-style-type: none"> <li>• To discourage delinquent and anti-social behaviour;</li> <li>• To deter and detect crime, including theft and criminal damage;</li> <li>• To maintain the safety and security of all employees, customers, members of the public, buses, premises and property;</li> <li>• To monitor staff carrying out work duties;</li> <li>• To assist in the recollection of, investigation of or evidence of events leading up to an incident or accident;</li> </ul>
The type of Personal Data being Processed	The monitoring, recording, holding and processing of images of distinguishable individuals; being passengers and public near bus, and staff
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate interests of controller</li> <li>• Legal obligation</li> </ul>
Third Parties who may process data	Gardaí, insurers, Fire Brigade, local authorities, and where a relevant legal exemption applies
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Operator is the sole Controller of all CCTV related Personal Data. In the event any CCTV Personal Data is supplied to the Authority, both parties will become Separate Controllers of that CCTV Personal Data.

**30.4 WiFi**

The subject matter and duration of the Processing	Provision of wifi services on busses as described in the Agreement and including a log in/landing page and customer service.
The nature and purpose of the Processing	As described in the Agreement i.e. to provide and monitor provision of wifi service.
The type of Personal Data being Processed	Passenger mobile phone data for e.g. IMEI number and location data which may be recorded when accessing the on-board public wifi network.
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Performance of contract</li> <li>• Legitimate interest of controller</li> </ul>
Third Parties who may process data	
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Operator is the sole Controller of all Wifi related Personal Data. In the event Wifi related Personal Data is shared with the Authority, both parties will become Separate Controllers of that Personal Data.

**30.5 Websites**

The subject matter and duration of the Processing	Provision of websites as described in the Agreement.
The nature and purpose of the Processing	Personal data is processed via websites as follows: <ul style="list-style-type: none"> <li>• Online recruitment forms;</li> <li>• Penalty payment system which includes receipt of credit card details;</li> <li>• Maintain record of payments;</li> <li>• Monitor usage through cookies, IP addresses and Google Analytics</li> </ul>
The type of Personal Data being Processed	cookies and IP addresses and integration with customer database for customer services, all personal data from online forms, online Standard Fare payments to include credit card details
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate interests of controller</li> </ul>
Third Parties who may process data	
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Operator is the Controller for all Personal Data gathered through their website.

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

The subject matter and duration of the Processing	As described in the Agreement and records to be retained for 2 years
The nature and purpose of the Processing	Public relations purposes including accessibility panels and reporting for service provision.
The type of Personal Data being Processed	Name, contact details, nature and details of contact , reporting and analysis
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate Interests of Controller</li> <li>• Performance of a contract</li> <li>• Performance of a task carried out in the public interest</li> </ul>
Third Parties who may process data	
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	<p>The Operator is the sole Controller for any Personal Data gathered pursuant to partaking in surveys and attendance at stakeholder meetings.</p> <p>In the event the Operator conducts surveys on the Authority's behalf, the Authority is the Controller and the Operator is the Processor.</p>

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

The subject matter and duration of the Processing	As described in the Agreement, for the duration of the Agreement and retention periods of 2 years from incident
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 database</li> <li>• dealing with incidents;</li> <li>• Liaising with individuals involved in incidents and their representatives</li> </ul>
The type of Personal Data being Processed	Contact details, events, evidence, injuries, legal proceedings, compensation, representatives
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate interests of controller</li> <li>• Performance of a contract</li> <li>• Legal obligation</li> </ul>
Third Parties who may process data	To co-operate with, whenever and wherever necessary the following third parties: An Garda Síochána; plus, all relevant Fire Brigades and Fire Services throughout Ireland; plus, all relevant Local Authorities; plus, any other relevant Government Agencies throughout Ireland.
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Operator is the sole Controller of all Personal Data gathered in these circumstances. In the event any related Personal Data is supplied to the Authority, both parties will become Separate Controllers of that Personal Data.



**30.8 Network data that constitutes personal data**

The subject matter and duration of the Processing	As described in the Agreement
The nature and purpose of the Processing	To operate the service i.e. the- provision of buses, 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 the monitoring of contract performance and involves collating information including personal data for analysis and monitoring in relation to the provision of the Services and remuneration under the Agreement.
The type of Personal Data being Processed	<p>Ticket serial numbers and location data of passengers using the Integrated Ticketing Scheme (LEAP), tickets and passing using buses, technical and organisational measures to ensure the provision and security of the service, analysis and monitoring for provision of services and remuneration under contract.</p> <p>AVL and schedule data which may include Bus ID, Driver ID. This also contains the user data such as Service Controllers, Contact Centre staff, Engineering / Maintenance staff.</p>
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate interests of controller</li> <li>• Performance of a contract</li> </ul>
Third Parties who may process data	Relevant technical service provider and where a relevant exemption applies An Garda Síochána.
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Authority and Operator are Separate Controllers.

**30.9 Standard Fare Recovery**

The subject matter and duration of the Processing	As described in the contract and records retained 18 months
The nature and purpose of the Processing	Enforce byelaws, issue and recover standard fares, produce evidence packs for the Authority prosecutions and develop strategy
The type of Personal Data being Processed	Payments (Cheque/online), standard fare notice – name and contact details, parent. Guardian age signature, id shown, location/bus/date time, and reason, debt recovery and correspondence and analysis for strategy and remuneration.
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate interests of controller</li> <li>• Performance of a contract</li> <li>• Legal obligation</li> </ul>
Third Parties who may process data	Third party solicitors where proceedings are contemplated by the Authority
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Operator is the Controller for all Personal Data gathered to recover standard fares

**30.10 Operator Employee Data**

The subject matter and duration of the Processing	Employee data for all Operator staff
The nature and purpose of the Processing	In the ordinary course of the Operator acting as employer of all employees
The type of Personal Data being Processed	
Legal basis of Processing	<ul style="list-style-type: none"> <li>• Legitimate interests of controller</li> <li>• Performance of a contract</li> <li>• Legal obligation</li> </ul>
Third Parties who may process data	
Nature of relationship:- Data Processor(s) or Data Controller(s) or Joint Controllers or Separate Controller(s)	The Operator is the sole Controller of all their employee related Personal Data. In the event any employee Personal Data is supplied to the Authority pursuant to section 47 of the contract; for the purposes of the Authority exercising its regulatory and supervisory functions as set out in statute, both parties will become Separate Controllers of that Personal Data.

## **SCHEDULE 31: AUTHORITY SYSTEMS, DATA AND PROCESSES**

**31.1 General**

- 31.1.1 At the commencement of this contract, the Operator shall provide the AVL system. During the term of this contract, the Authority will introduce Next Generation AVL (NG AVL) to replace the existing legacy AVL system. A Transition Plan shall be developed between the Authority and the Operator to manage the migration to NG AVL.
- 31.1.2 At the commencement of this contract, the Operator will provide the ticketing system. During the term of this contract, the Authority will introduce Next Generation Ticketing (NGT) to replace the existing legacy ticketing system and equipment. A Transition Plan shall be developed between the Authority and the Operator to manage the migration to NGT.
- 31.1.3 At the commencement of this contract, the Operator will use a legacy contract compliance tool known as the AVL Data Management System. During the term of this contract, the Authority will introduce Next Generation AVL system (NG AVL) which contains a new contract compliance tool to replace the AVL Data Management System. A Transition Plan shall be developed between the Authority and the Operator to manage the migration to this new tool (NG AVL Contract Compliance Functionality).
- 31.1.4 NG AVL will go live prior to NGT. NG AVL Contract Compliance Functionality may go live for the Operator at the NG AVL go live date or afterwards depending on the migration strategy used.
- 31.1.5 During the term of this contract, it is expected that further integrations will be required between Authority systems and Operator provided systems. In such cases, the Operator shall integrate to the Authority systems to ensure that there is consistency and repeatability within interfaces between Operators. The Authority shall publish the interface standard and profile to be used in each case.
- 31.1.6 It is expected that future systems will rely on the mobile network for connectivity. It is the Operator's responsibility to ensure that there is good mobile coverage in each Operator site.
- 31.1.7 The Operator shall survey each of their locations (using specialist tools or onsite contractors) to confirm the mobile network coverage every 6 months unless otherwise agreed with the Authority. The first survey shall take place within 6 months of the implementation date of NGAVL at each Operator Site. The Operator shall report the mobile network coverage survey results to the Authority within 10 Business Days of receipt of the survey report. This report shall include a remediation plan to fix any gaps in mobile network coverage at that location.

## **31.2 Incident Management**

- 31.2.1 The Operator shall provide an Incident Management service designed and staffed to raise, triage, support, track, resolve/close and report on all Incidents affecting the Authority Systems using the Target Response Times, Incident Resolution Times and prioritisation as detailed in Annex E of this Schedule;
- 31.2.2 The Operator shall ensure that the Incident Management service is available during Services operational hours;
- 31.2.3 The Operator shall work with the Authority, other bus operators, and Third Party Service Providers as required to identify, investigate and resolve cases;
- 31.2.4 The Operator shall respond to and resolve Incidents assigned to them within the timeframes outlined in table A.1 in Annex E of this Schedule. This shall be measured under SYS-KPI-1 (Incident Response and Resolution Time) in Schedule 19.
- 31.2.5 The Operator shall report any Incidents affecting the Authority Systems identified during operation of the services. These shall be prioritised as outlined in table A.2 in Annex E of this Schedule.
- 31.2.6 The Operator shall report any issue that negatively affects the Authority Real Time Passenger Information as an Incident. These shall be prioritised as outlined in table A.2 in Annex E of this schedule.
- 31.2.7 The Operator shall establish processes and procedures to ensure consistent and repeatable management of Incidents, and the smooth transition of cases between the Authority, Third Party Service Providers and other bus operators.
- 31.2.8 For any Incident that impacts passengers, the Operator shall ensure that an appropriate message is posted on TISS Displays and TISS Apps within the relevant response time for the Incident.
- 31.2.9 The Operator shall supply an Incident Root Cause Analysis report within five days of a Priority 1 Incident and 10 days of a Priority 2 Incident being resolved, when the Authority deems that the Operator was the cause of that incident.
- 31.2.10 The Operator shall support the Authority or Third Party Service Providers in documenting the Incident Root Cause Analysis report, when they were involved in the investigation or resolution of that incident.
- 31.2.11 The Operator shall utilise the Authority's instance of ServiceNow as the central mechanism for communication of an Incident between stakeholders.
- 31.2.12 The Incident Management contact details and ServiceNow address can be found at Annex G to this Schedule.
- 31.2.13 The Operator and Authority shall develop and agree an implementation plan for defining the introduction and use of ServiceNow under this Agreement within the first two full Quarters following the Commencement Date.

### **31.3 Request Management**

- 31.3.1 The Operator shall establish processes and procedures to ensure efficient and speedy raising and actioning of Service Requests;
- 31.3.2 The Operator shall work with the Authority to define a Service Catalogue and to agree the types of requests and their priority on an ongoing basis. New Service Requests shall be added to the Service Catalogue on an ongoing basis including (but not limited to) those required for NG AVL and NGT;
- 31.3.3 The Operator shall utilise the Authority's instance of ServiceNow as the central mechanism for communication of Service Requests between stakeholders;
- 31.3.4 The Operator shall raise Service Requests for support required from the Authority or Service Providers as agreed in the Service Catalogue;
- 31.3.5 The Operator shall respond to and resolve service requests assigned to them within the timeframes outlined in table B.1 in Annex F. This shall be measured under SYS-KPI-2 (Service Request Response and Resolution Time) in Schedule 19.

### **31.4 Change Management**

- 31.4.1 The Operator shall facilitate and support Change Management for the Authority Systems and On-Bus Equipment, including but not limited to the rollout of new / updated software and configurations (including data) on a periodic basis. This may include out of hours support on occasion to minimise the impact to passengers and shall include but not be limited to reviewing of the scope of a change, test reports, implementation plans and rollback plans.
- 31.4.2 The Operator shall maintain Operator policies, processes and standard operating procedures to reflect any changes being rolled out.
- 31.4.3 The Operator shall follow the Authority Change Management policies and processes for the Authority Systems, Authority Data, Authority Processes and On-Bus Equipment.
- 31.4.4 The Operator shall utilise the Authority instance of ServiceNow as the central mechanism for communication of Change Management between stakeholders.
- 31.4.5 The Operator shall facilitate access to their premises for Authority and Third Party Service Provider staff to support the implementation of any Change Management (investigation or rollout).

### **31.5 Equipment & Asset Management**

- 31.5.1 The Operator shall ensure that each Network Bus is fitted with the required On-Bus Equipment and associated software and configuration, as made available to the Operator by the Authority.
- 31.5.2 The Operator shall ensure that all On-Bus Equipment is operational on a Network Bus prior to entering service.
- 31.5.3 The Operator shall ensure that all On-Bus Equipment is operated whilst the Network Bus is in service.

## **31.6 Access Management**

- 31.6.1 The Operator shall follow all user Access Management policies and processes to ensure that users have the appropriate access to Authority Systems for their relevant roles and to ensure that their access is removed when they change role or leave the organisation.
- 31.6.2 The Operator shall follow all password-handling processes as defined by the Authority. This includes not sharing passwords between users.
- 31.6.3 The Operator shall ensure that all user Access Management requests are approved by a supervisor in advance of submission to the Authority or Third Party Service Provider for implementation.
- 31.6.4 The operator shall upon Authority request, provide evidence of the User Access Management process application for audit purposes.

## **31.7 Knowledge Management**

- 31.7.1 The Operator shall develop and maintain a knowledge management database which shall contain all policies, processes, procedures and design / architectural documents required for the operation of the services detailed in this contract.
- 31.7.2 All Changes shall be updated in the knowledge management database and relevant architectural documents within ten (10) Working Days of completion of the changes (in accordance with the Change Management Process).
- 31.7.3 All Priority 1 to Priority 3 incidents shall be recorded in the knowledge management database within one (1) Reporting Period of resolution of the Incident.
- 31.7.4 The Operator shall review the knowledge management database on a bi-annual basis to ensure the updates are occurring and shall report to the Authority detailing the updates and non-compliances within ten (10) Business Days of the review.
- 31.7.5 The Operator shall provide all or components of the Knowledge Management database to the Authority for review within ten (10) Business Days of the Authority request.
- 31.7.6 The Authority reserves the right to audit the Knowledge Management database at any time to ensure it is to the correct level of detail and is being properly maintained.
- 31.7.7 The Operator shall apply any results/findings from the audit to the knowledge management database within one contract period of the audit at no additional cost to the Authority.

## **31.8 Systems - Planning System Requirements**

- 31.8.1 The Operator shall provide a Planning System to generate the Planned Schedule Data to the Authority's VDV 452 standard and profile. The Planning System shall be Commercial and Off the Shelf (COTS) and not include bespoke or legacy systems unless otherwise agreed with the Authority;
- 31.8.2 The Operator shall ensure that the Planning System can cater for zero emission Network Buses;



- 31.8.3 The Operator shall ensure that the Planning System uses Open Street Maps unless otherwise agreed with the Authority;
- 31.8.4 The Operator shall ensure that the Planning System can use the Authority Network Topology Data in the building of the Planned Schedule Data;
- 31.8.5 The Operator shall raise Service Requests for the update of any Authority National Data Sets or Network Topology Data to ensure that data is kept consistent across all Systems.

### **31.9 Systems – NG AVL and NGT Migration**

- 31.9.1 The Operator shall support the migration to the new NG AVL and NGT systems via an agreed transition plan.
- 31.9.2 The Operator shall facilitate access to their premises for Authority and Third Party Service Provider staff to support the NG AVL and NGT implementation and maintenance. This access may be required 24 hours by 7 days a week.
- 31.9.3 The Operator shall facilitate the migration by making buses available for the installation of On-Bus equipment related to the NGT and NG AVL systems. This includes any advance / preparation work required to minimise the actual migration effort, cost and time.
- 31.9.4 The buses shall be made available at an agreed migration rate on a depot by depot basis. The Operator shall cover all costs incurred by the Authority (including Third Party Service Provider costs) in the event that the buses are not made available to the agreed migration rate. 5 Business Days advance notice shall be provided to the Authority in the event that there is an issue providing buses to the agreed migration rate.
- 31.9.5 The Operator shall ensure that the buses are fully operational with no known issues prior to the Authority On-Bus works taking place. Any issues discovered with the bus may be resolved by the Authority or its Third Party Service Providers but the costs incurred shall be charged to the Operator.
- 31.9.6 The Operator shall support the Authority in the installation of NG AVL and NGT equipment on all buses including the removal of the existing ticketing and AVL equipment.
- 31.9.7 The Operator shall make staff available to support testing and training in the NG AVL and NGT solutions.
- 31.9.8 The Operator shall update the Knowledge Management database as part of the transition to NG AVL and NGT.
- 31.9.9 The Operator shall decommission the legacy ticketing, AVL and associated systems post migration to NG AVL and NGT.

### **31.10 AVL Requirements**

- 31.10.1 The Operator shall retrieve and transmit any AVL Recorded Data from the AVL Equipment. The data shall be submitted to the Authority within the P2 Incident timeline as defined in Annex E of this Schedule. If the data cannot be retrieved (e.g. damaged device) then a Service Request shall be raised or updated explaining why (including the details of the device, fault and Network Bus);

- 31.10.2 Following resolution of the Service Request, the Operator shall provide any missing AVL Recorded Data reported by the AVL Service Provider via Service Request within the agreed Priority Timelines (P2). If the data still cannot be retrieved, the Service Request shall be updated to explain why (including the details of the device and bus);
- 31.10.3 The Operator will report any failure or issue with the transmission of AVL Live Data to the Authority and the AVL Service Provider. The report should identify vehicles and equipment affected, and outline what remedial actions were taken or are required by any Third Party Service Provider. The Incident should be reported as:
- (a) as a Priority One Incident if it occurs on more than 5% of vehicles;
  - (b) as a Priority Two Incident if it occurs on between 1% to 5% of vehicles;
  - (c) as a Priority Three Incident if it occurs on less than 1% of vehicles.
- 31.10.4 The Operator shall implement a Trip cancellation on the system when a Trip will not operate. The Operator shall implement a minimum of 95% or more of all Trip cancellations in any Operational Day in the AVL System no later than 60 minutes prior to the scheduled Departure Time of the Trip from the Originating Stop. This shall be measured as SYS-KPI-3 (Advance Trip Cancellation) in Schedule 19.
- 31.10.5 The Operator shall implement a timetable shift using AVL timetable offset functionality within the Service Control application for 95% or more of all trips when the actual Departure Time of the Trip from the Originating Stop is expected to be greater than 10 minutes from the scheduled Departure Time – for low frequency routes only. This shall be measured as SYS-KPI-4 (Timetable Shift Adherence) in Schedule 19. This clause is effective from NG AVL Commencement Date (for buses that have migrated to NG AVL);
- 31.10.6 The Operator shall maintain a database of all policies, processes and standard operating processes for the use of the AVL System including training materials for all user groups such as drivers, operations staff, service controllers and technical support staff;
- 31.10.7 The Operator shall ensure that all relevant staff are suitably trained for their relevant AVL role;
- 31.10.8 The Operator shall not implement any operational practice that adversely impacts the availability or quality of RTPi information to passengers without the express approval of the Authority.

## **31.11 Ticketing Requirements**

- 31.11.1 When NGT is introduced, The Operator shall update all fare payment and revenue protection policies and processes to incorporate NGT.
- 31.11.2 When NGT is introduced, The Operator shall follow all equipment handling processes for NGT, ensuring that PCI compliance is maintained at all times and to prevent improper usage of the equipment. The Authority reserves the right to request evidence or to audit the processes and locations.
- 31.11.3 The Operator shall maintain a database of policies, processes and standard operating processes for the use of Ticketing Systems including training materials for all user groups such as drivers, operations staff, service controllers and technical support staff.
- 31.11.4 The Operator shall ensure that all relevant staff are suitably trained for their relevant Ticketing role.

### **31.12 Depot Management and Charge Management Systems**

31.12.1 The Operator shall ensure that any Depot Management or Charge Management System that it provides follows the Authorities interface standards and profiles (VDV 461, VDV 463, VDV 261).

### **31.13 DATA – AVL – Planned Schedule Data**

31.13.1 The Operator shall be responsible for the provision of AVL Data that is required by the AVL and RTPi systems. This shall include (but is not limited to) Planned Schedule Data, Duty Data and Block Data.

31.13.2 The Operator shall ensure that all services in the Timetable for each Route are included in the Planned Schedule Data and are available for RTPi unless otherwise agreed with the Authority.

31.13.3 Prior to the start of each Contract Year, the Authority and the Operator shall agree a programme (including outline scope and implementation dates) of data provision including Planned Schedule Data updates that are expected during the Contract Year. Any proposed changes to this Planned Schedule Data programme shall be agreed with Authority.

31.13.4 The Operator shall be responsible for the provision of Planned Schedule Data which shall adhere to the VDV452 data scope and formats as set out in the VDV452 standard document, the Authority VDV 452 profile and Data Catalogues as published by the Authority. The version of the VDV 452 standard and profiles may be subject to change during the contract. The Authority will give 6 months' notice of any proposed change.

31.13.5 The Operator shall be responsible for the provision of any Duty Data which shall adhere to the VDV455 data scope and formats as set out in the VDV455 standard document, the VDV 455 profile and Data Catalogues as published by the Authority.

31.13.6 The Operator shall use the agreed version/branch of the Network Topology Data and National Datasets provided by the Authority to build the AVL Data. The version/branch shall be clearly identified in all documents and file naming conventions.

31.13.7 AVL Data shall be exchanged as required using processes and formats as agreed between the Operator and the Authority. This will initially be via an Authority instance of sFTP. The Authority reserves the right to change the method of exchange during the life of the contract.

31.13.8 The Operator shall ensure that Blocks are planned from when the bus leaves the depot to when bus returns to the depot. The Block shall contain all Trip types including dead runs, layovers and productive trips.

31.13.9 The Operator shall ensure that Blocks are planned so that Trip start and end times do not overlap.

31.13.10 The Operator shall ensure that only one bus is assigned to a Block unless there is an active intervention required (e.g. mechanical failure) or a standard operating procedure is pre-agreed with the Authority.

31.13.11 Prior to submission of the Planned Schedule Data, the Operator shall carry out all necessary checks to ensure that the Planned Schedule Data is in the approved format and is consistent with the approved Timetable and built against the agreed version of the Network Topology Data.

31.13.12 Each dataset provided by the Operator must be accompanied by a short metadata statement which shall include the creation date and Officer signing off name.

31.13.13      The Authority shall check the AVL Data (including Planned Schedule Data) provided by the Operator for consistency with (including but not limited to):

- The relevant VDV standard and profile;
- The approved Timetable;
- The agreed version/branch of the Network Topology Data and National Datasets;
- The agreed data in the Data Catalogue;
- Other data provided (for example Duty Data supplementary block data);
- Block planning rules.

- 31.13.14 If an inconsistency is found, the Authority will notify the Operator of the inconsistency and the Authority may request the Operator to submit a corrected version of the AVL Data. The Operator shall carry out appropriate remedial actions within five Business Days, including any actions that the Authority may specify. Alternatively, the Authority will may override/correct the Planned Network Data with the latest version/branch of the Network Topology Data;
- 31.13.15 The Authority must ensure consistency of the AVL data within NG AVL. When the live version of the Network Topology Data is more recent than the version/branch that the Planned Schedule Data is built against, the Authority will override the Planned Schedule Data and re-release it to NG AVL. For the avoidance of doubt, the Authority will only override the Network Topology Data. The timetable data will not be changed in this instance;
- 31.13.16 In the event that either Party subsequently finds that the AVL Data is inconsistent ( in particular with the corresponding approved Timetable) it shall immediately notify the other Party and the Party responsible for the provision of that element of the AVL Data, who shall then provide the corrected data to the Authority for input into the AVL System within five working days;
- 31.13.17 The Authority will be responsible for the release of the AVL Data to all users of the data such as RTPI and AVL systems;
- 31.13.18 The Operator shall ensure that the Planned Schedule Data (and any other required data as identified in this Schedule) is loaded into the AVL Equipment on board each Network Bus, in advance of the Operational Day for the Services. The Operator shall use the monitoring functions that are provided by the Authority and the AVL System to comply with this requirement. The Operator shall action Service Requests raised by the Authority or Third Party Service Provider concerning Network Buses with Planned Schedule Data within the agreed priority response and resolution times;
- 31.13.19 Various tools that generate the AVL Data in the required formats are available. The Authority does not prescribe a particular tool and operators are free to use third party data supply tools of their choosing, subject to meeting the requirements of this Schedule;
- 31.13.20 For the avoidance of doubt such tools will not initially be provided by Authority, however they may be provided by the Authority at some point during the Contract Term by means of a Variation.

#### **31.14 Data – AVL - Real Time Passenger Information**

- 31.14.1 The Operator shall by using the AVL tools and features, ensure that the RTPI data includes or acknowledges information on cancellations, curtailments, diversions and additional services;
- 31.14.2 The Operator shall ensure that the data on unplanned Service Interruptions is included in relevant real time feeds within 15 minutes of notification of disruption to the Control Room;
- 31.14.3 The Operator shall support the Authority in its objective of supplying high quality estimated arrival time data for each Service stopping at each Stop.
- 31.14.4 The Operator shall support the Authority in its objective of ensuring the RTPI data has an accurate clear down of information when a bus arrives at or departs from a stop;
- 31.14.5 The Operator shall nominate a contact point to be available to respond to RTPI related queries and requests and public feedback which will be raised as Service Requests;

- 31.14.6 The Operator shall raise any observed RTPI issues as an Incident as detailed in Annex E. These shall include issues with on street signs or customer complaints that indicate that a significant issue is in progress;
- 31.14.7 The Operator shall respond to critical RTPI related requests within a Priority 1 Incident response and resolution time;
- 31.14.8 The Operator is responsible for the preparation of RTPI disruption messages where a service interruption occurs or is expected to occur to a Service or Services operated by the Operator as part of this Agreement, and where the Services Interruption does not affect other bus services operated in the Greater Dublin Area or Dublin Commuter services area or environs.
- 31.14.9 For Planned Service Disruptions, the Operator shall prepare an RTPI disruption message plan. The Operator shall submit the plan to the Authority and its agents (as listed in paragraph 6 of this Annex) via a Service Request in ServiceNow. This shall be submitted at least five Business Days prior to the date of the planned disruption.
- 31.14.10 The Operator shall be available for a regular conference call with the Authority, and other stakeholders or operators as determined by the Authority, on RTPI matters, at a time to be determined by the Authority.
- 31.14.11 The Operator will at all times endeavour to minimise the effect of equipment failures on the timeliness and accuracy of RTPI data for the equipment in its remit by implementing a suitable repair regime that can rapidly identify and correct common failures. This can include (but is not limited to) defective on bus AVL equipment (including displays internal and external and speakers/microphones) and related elements such as odometers, open / close door contacts, antennas, sensors and inaccurate or missing data supply to buses. The Operator will provide reports on such failures and the remedial action taken to the Authority via agreed reports in Service Requests.
- 31.14.12 The Authority may require additional data on any of the above at any time with a view to improving the RTPI service.
- 31.14.13 The Operator shall not implement or operate any operational policies, processes, standard operating procedures or practices in the planning or operating of a Planned Schedule within the Service Control functionality that has the potential to adversely impact the availability or quality of Real Time Passenger Information without the approval of the Authority.
- 31.14.14 All operational policies, processes, standard operating procedures or practices shall be reviewed by the Operator on a six monthly basis to ensure they have no adverse impact on Real Time Passenger Information. The results of each review shall be made available to the Authority.
- 31.14.15 In the event that the Authority or Third Party Service Provider identifies an Operator activity that potentially negatively impacts Real Time Passenger Information, then it will be raised as a Priority Two Service Request for investigation and resolution.

### **31.15 Data – AVL Live Data**

- 31.15.1 AVL Live Data is the bus positioning and timing data in electronic format, provided from each Network Bus during the operation of the Services, for use in the Authority's Real Time Passenger Information system, and for use by the Operator in the management of bus operations in a live environment in the Operator's Control Room. AVL Live Data will pass automatically from the bus to the AVL system.
- 31.15.2 The Operator shall ensure that Drivers sign into a block prior to leaving a depot. This is to ensure that AVL Live Data is available to Service Control at all times.
- 31.15.3 The Operator shall ensure that the Network Bus remain signed into the block at all times. This is to ensure that AVL Live Data is available to Service Control at all times.
- 31.15.4 The Operator shall manage all issues with AVL Live Data transmission as an Incident as outlined in Annex E.
- 31.15.5 The Operator shall work with the Authority and Service Providers in the resolution of any incident affecting AVL Live Data.
- 31.15.6 The Operator shall ensure that no AVL Live Data is used in the provision of RTPi data to customers while a Network Bus displays a "Not In Service" message or any other message inconsistent with the AVL Live Data on the front, side or rear of the Network Bus. Each instance where this occurs shall be notified to the NTA in a daily Service Request. Any AVL Recorded Data for the period when the instance occurs shall be deleted and the Trip or Part Trip shall be assigned an appropriate Deductible Lost Kilometre Reason Code as set out in Annex B of this Schedule.

### **31.16 AVL Recorded Data**

- 31.16.1 AVL Recorded Data is data, including bus positioning and time data recorded on board each Network Bus during the Operation of the Services.
- 31.16.2 The AVL Equipment will store AVL Recorded Data on board each Network Bus and will download the AVL Recorded Data from each Network Bus. The download of the AVL Recorded Data shall occur at intervals not exceeding 24 hours.
- 31.16.3 While a bus is operating on legacy AVL, the Operator is responsible for ensuring that the AVL system is available to download the AVL Recorded Data from a bus.
- 31.16.4 When a bus migrates to NG AVL, the Authority and AVL Service Provider are responsible for ensuring that the AVL system is available to download the AVL Recorded Data from a bus.



### 31.17 Contract Compliance Reason Codes

- 31.17.1 Authority Reason Codes for use in the Contract Compliance functionality of the AVL System are set out in Annex B to this Schedule.
- 31.17.2 The Operator shall assign an Authority Reason Code to each Trip or part of Trip in the Planned Schedule Data for which no AVL Recorded Data is available using the AVL Data Management System functionality.
- 31.17.3 The Authority's AVL Data Management System functionality shall issue a "Target Variation Query Report" to the Operator no later than 5 days after the Operational Day.
- 31.17.4 The "Target Variation Query Report" will identify the routes where a significant percentage of AVL Recorded Data has not been received by the Authority, and for which no Authority Reason Code has been provided by the Operator.
- 31.17.5 The Operator shall complete all Reason Code entry within 7 Business Days of the "Target Variation Query Report" being issued.
- 31.17.6 The Operator is required to retain and submit on Authority request records and supporting documentation for all missing Trips or part missing Trips. Depending on the circumstances a missing Trip or part Trip may be confirmed as lost kilometres or as operated kilometres and coded accordingly by assigning an Authority Reason Code to each record.
- 31.17.7 Trips or part Trips where AVL Recorded Data received indicates kilometres were operated are also presented to Operators via the AVL Data Management System functionality. Where garage supporting documentation indicates that recorded kilometres were not operated, the Operator is required to assign the appropriate Authority Reason Code to the Trip record, using the AVL Data Management System functionality.
- 31.17.8 In the event that the Operator cannot assign Authority Reason Codes to missing AVL data due to unavailability of the Authority's AVL Data Management System functionality, or for other reasons beyond the control of the Operator, the Operator shall complete the form set out in Annex C to this Schedule for each Route and Reporting Period affected.
- 31.17.9 Other than in the case of approved Data Exclusions, as contemplated by paragraph 19.8 of Schedule 19, the Authority shall treat all missing AVL data that does not have an Authority Reason Code assigned to that record as Deductible Lost Kilometres.
- 31.17.10 The Authority shall lock the AVL Recorded Data for Operator responses after 8 Business Days of the "Target Variation Query Report" being issued, and no further Authority Reason Codes may be entered by the Operator for the relevant Operational Day.
- 31.17.11 The Authority will only unlock a day to allow for additional Reason Code entry in exceptional circumstances.
- 31.17.12 Following this, each week the Authority will issue to the Operator a Finalised Performance Report and each Reporting Period the Authority will issue the Operator an Assessment Period Report, in accordance with the timescales set out in Annex D to this schedule.
- 31.17.13 The Operator shall notify the Authority within 1 Business Day of the date when the sum of the daily kilometres not operated in any Reporting Period for any Route will result in the actual operated kilometres being at least 15% less than the scheduled kilometres for such Reporting Period (as conclusively determined by the Authority).



- 31.17.14 The Authority reserves the right to audit a random sample of Operational Days to ensure correct reason coding.

### **31.18 Data - Unavailability of Data Management System Functionality for Reason Coding**

31.18.1 In the event that the AVL Contract Compliance functionality is unavailable for assigning Authority Reason Codes within contractual timescales, the Operator shall complete a Lost Kilometres Return form for each Route as set out in Annex C to this Schedule with details of all Trips/part Trips not operated including:

- a) date and scheduled terminus start time of lost Trip/part Trip;
- b) duty and Trip number;
- c) the Stop numbers between which kilometres have been lost;
- d) kilometres lost, to one decimal place;
- e) Authority Reason Code, using the codes in Annex B to this Schedule;

31.18.2 The Operator shall provide the information referred to in paragraph 31.20.1 above in Excel spreadsheet form using the Lost Kilometres Return as set out in Annex C hereto.

31.18.3 The information referred to in paragraph 31.20.1 above shall be provided to the Authority no later than 10 Business Days after the Operational Date to which it relates or at such other intervals as the Authority may require.

### **31.19 Changes to Authority Systems, Processes and Data**

31.19.1 The Authority, acting reasonably, reserves the right at any time to change the Systems, Processes and Data as outlined in this Schedule in order to take advantage of the availability of new technology to improve Operator performance and passenger experience. This includes the method of monitoring of the Operator's kilometres performance. Any such changes will be notified to the Operator and the Authority shall reimburse the Operator its reasonable costs incurred in implementing such changes, using the contract variation process set out in Schedule 23.

31.19.2 The Authority may decommission or discontinue of use existing Authority or Operator Systems, Data or Processes if it can provide an alternative solution that it considers is more cost effective, efficient or provides improved functionality. In such case if the Operator wishes to continue with their existing Systems, Data or Processes then the Operator shall provide and maintain these at their own expense.

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

31.20.1 The Operator shall use its best endeavours to ensure that kilometres reporting is complete and accurate. In the event that the Operator is found (by whatever means) to have inaccurately declared the extent of Deductible Lost Kilometres the Authority shall have the right to recover from the Operator any monies due to the Authority in accordance with Clause 30.3(b).

- 31.20.2 In the event that, when auditing a random sample of Operational Days over a Reporting Period or Quarter for correct Reason Codes, the Operator is found to have inaccurately declared the extent of Deductible Lost Kilometres by a significant percentage on a consistent basis, the Authority reserves the right to deduct payments for the percentage of inaccurately declared kilometres, applied over the entire Reporting Period or Quarter as applicable.
- 31.20.3 The Operator shall keep all records and documentation relating to kilometres for a minimum period of 12 months after the Operational Day. This documentation must be in sufficient detail to support the information provided to the Authority under paragraph 31.15 above, and must include the following:
- a) duty or bus time cards (or equivalent information from AVL System records);
  - b) log cards (duty or bus based) detailing lost kilometres (or equivalent from AVL System records);
  - c) supervisors log sheets (both mobile and garage based) (or equivalent information from AVL System records);
  - d) AVL System log;
  - e) daily maintenance / engineering call out sheets;
  - f) staff allocation sheets;
  - g) daily incident books;
  - h) daily audit reports from the Operator's own electronic equipment where the information can be produced; and
  - i) any other similar document by which the Operator can verify whether or not kilometres has been operated.
- 31.20.4 The information to be recorded in respect of paragraph 31.22.3 above must include the following as a minimum:
- a) driver (s) name and number;
  - b) bus and duty number (s);
  - c) time of departure from/arrival at the garage;
  - d) details of all out of service (dead) kilometres;
  - e) details of all operated trips/part trips including start/finish points and times of departure/arrival;
  - f) details of all lost kilometres including trip number and from/to points; and
  - g) reasons for all lost kilometres.
- 31.20.5 The Operator shall comply with any reasonable recommendations by the Authority in relation to the amendment or implementation of documentation and procedures in respect of kilometres recording. Where such changes have cost implications, these should be recovered using the variation process set out in Schedule 23.
- 31.20.6 The Authority and its employees, agents and contractors shall have a right of access at all reasonable times on giving reasonable notice to the Operator's premises in order to audit all matters referred to in this Schedule. The Authority shall have the right to take copies of such records and information as are necessary in connection with any such audit. The Operator shall allow copies to be taken on its equipment at no cost to the Authority.

## **31.21 Reporting of Service Disruptions**

- 31.21.1 The Authority may, at its own cost, introduce from time to time systems for the recording and dissemination of information relating to significant service disruptions. The data reported to, and held by, the system may be used to advise operators of current road conditions to enable effective management and control of services. In addition, it may be used by the Authority to assess performance and the validity of kilometres returns and other data collected in accordance with the provisions of Schedule 19.
- 31.21.2 If such systems are introduced by the Authority, the Operator should take appropriate measures to ensure that Staff are aware of the system and that they report significant disruptions as defined and, in the manner, explained in guidance notes issued by the Authority from time to time. If additional Operator costs arise due to any such requirement, the Operator should seek recovery of these costs through the contract variation process set out in Schedule 23.

## **31.22 Reporting of Lost Kilometres**

- 31.22.1 At its discretion, the Authority may prepare other reports (periodic, quarterly and annual) on Operator performance for the purposes of monitoring the Services and reporting the performance of the Services to key stakeholders, both internally and externally. Such reports may include but may not be limited to route level presentations and operator league tables. For the avoidance of doubt, these reports may present actual lost kilometres performance (including non-deductible lost kilometres where appropriate) as well as, or instead of Lost Kilometres Performance as set out in Schedule 19.
- 31.22.2 The Authority reserves the right to publish the reports referred to in paragraph 31.24.1 above.

**Annex A: NOT CURRENTLY USED**

**Annex B: Authority Reason Codes**

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

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

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

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

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

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



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

<b>Date</b>	<b>Code</b>	<b>Date</b>
<b>Operational Day</b>	OD	OD
<b>Operator submission of Recorded AVL Data for the Operational Day to Authority's SFTP site</b>	SUBD	OD to OD+3
<b>Target Variation Query Report issue</b>	TVQRD	OD+8 (Daily)
<b>Locked for operator responses (Reason Codes can no longer be entered by Operator)</b>  Note Operator can lock manually at an earlier date if desired	LORD	TVQRD+13 (=OD+21) (Daily)
<b>Finalised Performance Report issue</b>  Note: Produced automatically every 7 days, following locking of all 7 day's AVL data for Operator responses	FPRD	LORD+7 (=OD+26)  (every 7 days, except Period 1 and Period 13 when reports covering <7 days may be required for the final part of the Period, depending on Period duration.  Period durations are defined in Schedule 22)
<b>Assessment Period Report and Payment Report issue</b>  Note: Issued automatically every 28 days, using the combined results of the 4 most recent Finalised Performance Reports above	APR	Every 28 days (issued with FPRD), except P1 and P13 when reports covering a different number of days may be required, depending on period duration.  Period durations are defined in Schedule 22.



**Annex E – Incident Management**

The following table shall be used for determining the Incident resolution time in relation to Incident management (the “**Resolution Time**”). Incident resolution means that the Incident has been fully resolved and there are no other tasks to be undertaken by the Operator or Service Provider in relation to that Incident.

**Table A.1 – Incident Resolution Time (KPI)**

Incident Priority Type	Target Service Level	Target Response Time SLA from Operator	Target Resolution Time SLA From Operator
<b>Priority 1 (P1) Incidents – Critical</b>	Zero incidents	30 mins	< 2hours
<b>Priority 2 (P2) Incidents – High</b>	Zero incidents	3 hours	< 6 hours
<b>Priority 3 (P3) Incidents – Moderate</b>	Zero incidents	8 hours	< 24 hours
<b>Priority 4 (P4) Incident – Low</b>	Zero incidents	24 hours	<= 3 working days

The following tables shall be used for determining the Incident Priority (see table A.2). Determination of Incident Priority is obtained by cross-referencing the Incident Urgency (see table A.3), and Incident Impact (see table A.4). For the avoidance of doubt the Authority will have the final determination on Urgency and Impact ratings for all incidents.

The following table shall be used for determining the Incident Priority

**Table A.2 – Incident Priority Matrix**

Priority Matrix		Impact		
		High	Medium	Low
Urgency	High	Priority 1 - Critical	Priority 2 - High	Priority 3 - Moderate
	Medium	Priority 1 - Critical	Priority 2 - High	Priority 3 - Moderate
	Low	Priority 3 - Moderate	Priority 3 - Moderate	Priority 4 - Low

The following table shall be used for determining the Incident Urgency.

**Table A.3 – Incident Urgency Criteria**

Incident Urgency	Criteria
High (Any one of)	<ul style="list-style-type: none"> <li>An Incident is already affecting the Services or business.</li> <li>There is a high probability (<math>\geq 80\%</math>) of one or more Incidents being realised within 24 hours.</li> </ul>
Medium	<ul style="list-style-type: none"> <li>There is a medium probability (40% - 80%) of one or more Incidents being realised within 24 hours.</li> </ul>
Low	<ul style="list-style-type: none"> <li>There is a low probability (<math>\leq 40\%</math>) of one or more Incident being realised within 24 hours.</li> </ul>

The following table shall be used for determining the Incident Impact.

**Table A.4 – Incident Impact Criteria**

Incident Impact	Criteria
High (Any one of)	<p>Incident resulting, or has the potential to result in,</p> <ul style="list-style-type: none"> <li>Fine payable by the Authority of <math>&gt;€50,000</math>;</li> <li>Loss of operational performance, delivery of the Services or core functionality adversely impacting <math>&gt;10\%</math> of Users;</li> <li>Loss of operational performance, delivery of the Services or core functionality adversely impacting <math>&gt;10\%</math> of Buses;</li> <li>Significant impact on organisational operations, and serious loss of confidence from key regulators;</li> <li>Significant loss of confidence (or risk of) by key stakeholders;</li> <li>Very significant increase in customer complaints;</li> <li>Ticketing or AVL system P1 Criteria: <ul style="list-style-type: none"> <li>loss of entire system functionality;</li> <li>critical software error in on-board equipment;</li> <li>one or more inoperable dispatcher workstations;</li> <li>failure of communication with a significant number of Network Buses; or</li> <li>failure of WLAN system;</li> </ul> </li> <li>RTPI systems P1 Criteria <ul style="list-style-type: none"> <li>No RTPI available on a significant number of Displays or Buses</li> <li>No RTPI available in TFI Live</li> <li>No RTPI available to Traffic Light Priority</li> </ul> </li> </ul>
Medium (Any one of)	<p>Incident resulting, or has the potential to result in,</p> <ul style="list-style-type: none"> <li>Issue affecting 1% to 10% of Buses;</li> <li>Incident resulting in fine payable by the Authority of <math>&gt;€25,000</math> and <math>&lt;€50,000</math>;</li> <li>Loss of, or inability to deliver, Services or core functionality adversely impacting 1% to 10% of Users, major impact on operational performance or delivery of the Services;</li> <li>Transactions not received from <math>&gt; 10\%</math> of Buses by end-of-day;</li> <li>1% to 10% of Users have issues with access or use of the System;</li> <li>Moderate loss of confidence by key stakeholders;</li> <li>Significant increase in customer complaints;</li> </ul>

Low (Any one of)	<ul style="list-style-type: none"><li>• Impact on revenue of &lt;€25,000 in one day;</li><li>• Loss of, or inability to deliver Services or core functionality, adversely impacting less than 5% of customers, minor impact on operational performance or delivery of the Services;</li><li>• Data breach identified and suspected unauthorised access to NG AVL</li><li>• Public and/or minor disruption to NG AVL Systems;</li><li>• Minor loss of confidence by key stakeholders; and</li><li>• Moderate increase in customer complaints.</li></ul>
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## Annex F – Service Requests

Table B.1. – Service Request Fulfilment Time (KPI)

Service Request Priority	Target Response Time Service Level From Operator	Target Resolution Time Service Level From Operator
<b>P1</b>	4 hours	1 Business Day
<b>P2</b>	8 hours	2 Business Days
<b>P3</b>	8 hours	168 elapsed hours (7 days)

The following table shall be used for determining the priority of a Service Request. This table provides examples of service request types and their priority. The table is non-exhaustive and additional service request items and priority levels will be determined in the Service Catalogue.

Table B.2 – Service Request Priority Guide

Service Request Priority	Service Request Examples
<b>P1</b>	<ul style="list-style-type: none"> <li>• Access request (raised by Operator)</li> <li>• Password reset (raised by Operator)</li> <li>• Add driver (raised by Operator)</li> <li>• Remove faulty ticketing or AVL equipment (actioned by Operator)</li> <li>• Informational request - high priority (actioned by Operator)</li> <li>• Bus Monitoring Alert / Preventative Maintenance (e.g. equipment replacement – critical component such as PMV or AVL on-board computer).</li> </ul>
<b>P2</b>	<ul style="list-style-type: none"> <li>• Request configuration change (raised by Operator)</li> <li>• Informational request - medium priority (actioned by Operator)</li> <li>• Retrieve data from ticketing or AVL equipment (e.g. (AVL Recorded Data) (actioned by Operator)</li> <li>• Update version of Planned Schedule Data on a bus to the latest released version</li> <li>• Request to investigate operational activity that has a negative impact on RTPI</li> </ul>

	<ul style="list-style-type: none"><li>• General technical support (raised or actioned by Operator)</li><li>• Bus Monitoring Alert / Preventative Maintenance (e.g. equipment replacement – non-critical component such as passenger counting sensor).</li></ul>
<b>P3</b>	<ul style="list-style-type: none"><li>• Spares Equipment stock check (actioned by Operator)</li><li>• General non-time specific service requests</li><li>• Informational request - low priority</li><li>• Request for information or evidence on foot of audit request</li><li>• Freedom of Information or Subject Access Request</li><li>• General technical support</li><li>• Change request submission</li><li>• New workstation request</li></ul>

**Annex G – Authority Service Delivery Contact details**

<b>NTA TT Service Delivery</b>	<b>Contact Details</b>
Email	TT.Service@nationaltransport.ie
NTA Helpdesk Portal (ServiceNow)	<a href="https://nta.service-now.com/nta">https://nta.service-now.com/nta</a>
Major Incident Phone	+353 85 856 0469

Please note that the above are subject to change over the term of the contract.

## **SCHEDULE 32: CYBER SECURITY**

## 32.1 IT Security Management Solution

32.1.1 The Operator shall establish, implement, operate, monitor, review, maintain and improve a documented Information Security Management Solution (the “ISMS”). The ISMS shall ensure a high level of system security and resistance to cyber-attack. In particular, the ISMS shall:

- a) Comply with the principles and objectives of ISO 27001, ISO 27002, NIST, SANS Institute CIS Critical Security Controls, or such equivalent information security standards as may be agreed with the NTA (NIST is the framework used and preferred by the Authority);
- b) Address the risks to Operator systems; the operator should adopt a proven risk methodology system to identify and classify information security risks;
- c) The Operator systems in scope for reporting are:
  - All systems and applications required to successfully run PSO services, particularly the Scheduling systems, Customer complaints system, Operator website, AVL system, Ticketing systems;
  - Note the AVL system and Ticketing system will fall out of scope during the term of the contract;
  - All networks and network devices (including firewalls, switches, routers etc.);
  - End-points (desktops, laptops or mobiles with connections to back office applications);
  - All other systems that share the same network as above systems
- d) Include a plan to achieve and maintain compliance with the Network Information Systems Directive 2 (on the basis that the Operator will be designated as an Operator of Essential or Important Service);
- e) Include a plan to maintain PCI compliance (version 4);
- f) Include a detailed plan to maintain all systems on supported versions over the term of the contract (such a plan is to be appended to this schedule at the outset and updated annually as part of the ISMS);
- g) Include a 5 year plan for key security projects over the term of the contract, with a detailed plan for the current year;
- h) Definition of a 5 year security budget and annual drawdown from the budget to support the various projects and security initiatives required to maintain a strong security posture. The security budget shall be adequate to maintain the security posture over the term of the 5 year term;
- i) Include a plan to continually drive improvement in the security posture. This should include an annual independent security maturity assessment against an agreed Security Framework (e.g. NIST) using an agreed security provider. The results of the annual assessment shall be shared with the NTA;
- j) Maintain the confidentiality, integrity and availability of information processed and controlled by the Operator, through the application of an appropriate risk management process;



- k) Maintain a robust process for the risk assessment of connected and higher risk third parties and validation of security controls and capability;
- l) Maintain a plan for conducting cyber awareness and training with staff of all levels including targeted training based on roles and responsibility including phishing simulations to be conducted monthly/ quarterly;
- m) Implement security and privacy by design principles in all new projects and implementations;
- n) Ensure that reasonable efforts be made to be resistant to internal and external security threats, fraud and cybercrime; and
- o) Maintain a process for timely notification of cyber incidents to the to the NTA and the relevant Competent authority. Cyber events/incidents that impact data, services or connected third parties (including the NTA) must be reported to NTA & NCSC within 24 hours.

32.1.2 The Operator shall maintain and update the ISMS documentation throughout the Term and shall, at a minimum, address the security of the following areas which fall within the scope of the Services:

- a) People;
- b) Equipment;
- c) Property;
- d) Information;
- e) IT systems relating to all systems that support the operation of the public service obligations; and
- f) Personal data (refer to schedule 30).

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

32.1.4 The Operator shall maintain the following minimum set of policy documents:

- a. Minimum list of cyber security policy documents:
  - i. Information Security Policy;
  - ii. Network Access Policy;
  - iii. Patching Policy;
  - iv. Threat and Vulnerability Management Policy (including Threat Hunting);
  - v. Security Penetration Testing and Red Teaming Policy;
  - vi. Incident Response;
  - vii. BCP/DR, outlining the RPO/RTO and an appropriate testing strategy for Cyber, Local failure and site failures;
  - viii. Data Classification Policy;

- ix. Acceptable Use Policy;
- x. Mobile/Remote Access Policy;
- xi. Vendor/Outsourcing/3rd Party Policy;
- xii. Cyber Insurance Policy.

32.1.5 The Operator shall incorporate industry standard service levels in each policy document. The Authority may at its discretion review the service levels in the policy to ensure they are appropriate.

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

32.2.1 The Operator shall develop and implement a structured, consistent, and continuous process for identifying, documenting, tracking, assessing, deciding on responses to, and reporting on risks and designing and implementing mitigating controls to the provision of the Services. As part of this process, the Operator shall establish and maintain a risk register.

32.2.2 The Operator shall appoint an accountable officer (Security Officer) for the duration of the contract who shall be accountable for the security of the Operator systems. The Security Officer shall also be responsible for demonstrating evidence of compliance with this schedule and good security practices to the Authority. Any exceptions shall be agreed with the Authority as part of the ISMS on an annual basis.

32.2.3 The risks contained in the risk register shall be suitably described, categorised, weighted and prioritised according to severity, probability and impact. The categories of risk shall include:

- a) Information security risk;
- b) Operational security risk;
- c) Data protection risk;
- d) Key supplier risk;
- e) Reputational risk; and
- f) Compliance risk.

32.2.4 Each risk shall include details of risk mitigating controls, status of risk; details of any assistance required from the NTA or other stakeholders to mitigate the risk, details of who owns the risk and proposals for risk mitigation and residual risk remaining after mitigation.

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

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

32.2.7 The Operator shall demonstrate to the Authority that there is appropriate investment in security on an annual basis; this shall be in the form of a costed security plan, and which should closely align with the 5 year security budget. This shall be used in the development of the Annual Business Plan to be prepared in accordance with Schedule 17. In instances where there may be under-investment in

security, the Operator shall outline the consequences of the under-investment, and shall outline the mitigating measures that are being put in place to compensate for under-investment.

### **32.3 Data Management and Security**

32.3.1 The Operator shall manage data in accordance with Schedule 30 (Data to be Processed Under this Agreement) of this Agreement and, without prejudice to the provisions of Schedule 30, in consideration of the following:

- a) Requirements for data retention and secure storage;
- b) Procedures for anonymising and storing necessary and useful data;
- c) Procedures to be followed in the event of a cyber-attack and/or data security breach;
- d) Requirements for the timely and secure deletion of data;
- e) Preventing the misuse of personal data;
- f) Data protection risks and mitigation measures in respect of such risks; and
- g) Compliance with Data Protection Law.

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

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

32.3.4 The Operators shall rehearse/test the Data Breach Management Plan on an annual basis.

### 32.4 IT Security Management Services

- 32.4.1 The Operator shall deploy, monitor and maintain: (a) end point threat management agents (including anti-virus) (the “**EPTM Agents**”); and (b) associated policy, management, and reporting infrastructure; and install the EPTM Agents on all IT assets used by the Operator for the purposes of providing the Services.
- 32.4.2 The Operator shall review and monitor alerts received from the EPTM Agents on the EPTM management console and shall initiate corrective action in accordance with the Operator Policies.
- 32.4.3 The Operator shall use an appropriate vulnerability monitoring tool to enable the monitoring of all IT assets used to provide the Services and the Operator shall be responsible for managing and resolving any vulnerability identified in line with the agreed Operator policy.
- 32.4.4 The Operator shall take the following guidelines into account in assessing the impact of, and responding to, identified system vulnerabilities:

Vulnerability Rating Definitions		
Qualys Rating	Severity	Definition
5 – Urgent	Critical	Vulnerability allowing easy host access or control or full system compromise, including: <ul style="list-style-type: none"> <li>- full read and write access to files;</li> <li>- remote execution of commands; or</li> <li>- presence of backdoors.</li> </ul>
4 – Critical	High	Vulnerability allowing potential host access or control or potential sensitive data leakage, including: <ul style="list-style-type: none"> <li>- full read access to files;</li> <li>- potential backdoors; or</li> <li>- listing of Customers on the host.</li> </ul>
3 – Serious	Medium	Vulnerability allowing easy access to host, including: <ul style="list-style-type: none"> <li>- partial disclosure of files content;</li> <li>- access to some files on the host;</li> <li>- directory browsing; or</li> <li>- DOS or unauthorised service access.</li> </ul>
2 – Medium	Low	Vulnerability allowing easy collection of sensitive information about the host.
1 – Minimal	Informational	Vulnerability allowing easy collection of information about the host.

- 32.4.5 The Operator shall maintain an asset register, outlining all assets under management (hardware, endpoints, software, applications etc). The Operator shall also maintain a classification of assets, identifying the criticality of the assets.
- 32.4.6 The Operator shall ensure the review and approval of changes of data switches, network switches and routers, content switches, firewalls, access gateways (inclining hardware), in accordance with the *Operator’s* configuration management policies.

- 32.4.7 The Operator shall maintain all network and firewall devices under strict conditions of least privilege access to ensure only authorised staff have access, and implement robust firewall rules. The Operator shall perform a full firewall review at least annually to ensure that only necessary rules are implemented.
- 32.4.8 The Operator shall ensure that servers and devices are hardened in accordance with an appropriate security hardening standard. The Operator shall also be responsible for:
- a) Ensuring no insecure protocols are used;
  - b) Ensuring no default credentials are used; and
  - c) Removing all non-required software from the servers, i.e. other than the proprietary software.
- 32.4.9 The Operator shall review and implement software enhancements and patches on an on-going basis in accordance with the Operator Policies and industry best practice.
- 32.4.10 The Operator shall ensure that all system and associated applications are patched with the latest hot-fixes, service packs, updates and security definitions. The Operator will regularly test and install all relevant software patches for the systems. The Operator shall maintain systems on supported versions at all times.
- 32.4.11 The Operator shall perform penetration testing and vulnerability scans on all in-scope systems as follows:
- a) Penetration testing:
    - (i) The Operator shall subject externally-facing systems and access points to external, non-destructive penetration testing regularly throughout the Term. Exceptions shall be dealt with as risks and signed-off by qualified Operator Staff, e.g. the Operator's security officer and the NTA's IT representative; and
    - (ii) The Operator shall resolve all findings arising from penetration testing in accordance with the agreed Operator policy.
  - b) Vulnerability scans:
    - (iii) The Operator shall perform a vulnerability scan every month on all systems; and
    - (iv) The Operator shall resolve all findings arising from the vulnerability scan in accordance with the agreed Operator policy (which should align with industry good practice).
- 32.4.12 The Operator shall at all times, ensure that the PSO transaction data and all personal data are:
- a) Wherever possible separated from databases relating non-PSO data, and separate from other transport Operators who share common infrastructure wherever practicable; and
  - b) Fully protected through appropriate access restrictions and all other appropriate technical and organisational measures against unauthorised or unlawful access to, or processing of, and accidental loss or destruction of or damage to transaction data and personal data.

32.4.13 The Operator shall take all reasonable measures to protect the systems from attacks from within and from the Internet in accordance with Good Industry Practice. For traffic from the Internet, firewalls shall be used to filter traffic. Any connection to further Operator internal networks shall also be protected through firewalls.

32.4.14 The Operator shall implement, at a minimum, the following preventative controls for all systems:

- a) The Operator shall regularly review access by Operator staff to the systems and ensure that only authorised Operator staff with a legitimate reason to access the systems retain the ability to do so (i.e. access shall be on a 'need to know' or least privilege basis);
- b) The Operator shall regularly review system access and activity logs to identify anomalous behaviour;
- c) The Operator shall use a standard desktop configuration for all Operator staff and ensure that this environment meets the Good Industry Standards including in respect of patch management, anti-virus or anti-malware management, system hardening and protection; and
- d) The Operator shall ensure that all access to systems is via a firewall, virtual private network (VPN), or remote access protected by MFA to reduce the likelihood of unauthorised external penetration.

32.4.15 The Operator shall operate the following detective controls for the System:

- a) A security incident response process, with evidence of periodic testing; and
- b) The Operator shall act promptly, and cooperate with the NTA, to resolve any security incidents, minimise the risk of data loss, preserve data integrity and minimise downtime.

32.4.16 The Operator shall ensure that all business-critical software and documentation used by Operator Staff are:

- a) Designed and tested in accordance with Good Industry Practice;
- b) Subject to validation testing on an on-going basis; and
- c) Backed up on an on-going basis.

32.4.17 The Operator shall have a 24x7 formal incident response capability (e.g. not just the SOC provider).

32.4.18 The Operator shall ensure that clear and comprehensive procedures for the use of all business-critical software and documentation are developed, approved and subject to ongoing review.

**32.5 Infrastructure Resilience**

- 32.5.1 The Operator shall ensure that the infrastructure and systems supporting the services under this contract are resilient, and supported by a High Availability and/or Business Continuity / Disaster Recovery strategy.
- 32.5.2 The Operator shall ensure that no single point of failure exists for systems of a critical nature.
- 32.5.3 The Operator shall test the backup/restore strategy monthly, and share aggregate findings with the Authority annually through a formal report.
- 32.5.4 The Operator shall test the Disaster Recovery strategy annually and share findings with the Authority through a formal report.
- 32.5.5 The Operator shall review the Disaster Recovery strategy with the Authority on an annual basis, incorporating any key findings and observations from the testing.
- 32.5.6 The Operator shall test the cyber component of the Business Continuity strategy annually and share findings with the Authority through a formal report.
- 32.5.7 The Operator shall review the cyber component of the Business Continuity strategy with the Authority on an annual basis, incorporating any key findings and observations from the testing.



## **32.6 Supplier Security Reviews**

32.6.1 The Operator shall develop an assurance rating framework that includes:

- a) An assurance rating ranging from Substantial to Satisfactory to Limited to Unsatisfactory;
- b) A number of relevant performance areas such as Effectiveness of security reporting, Risk Management, Security posture and supplier engagement;
- c) Feedback to the supplier that enables the supplier to understand the concerns and to address the concerns.

32.6.2 The Operator shall review the security of its key suppliers at a frequency specified in the ISMS (but at least quarterly), seeking evidence and actively validating that strong controls are in place.

32.6.3 The Operator shall share the evidence of strong security controls from key suppliers (including Group IT) with NTA.

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

## 32.7 Security Reporting

32.7.1 The Operator shall provide a quarterly report to the NTA on the security posture of the various systems. The report shall contain the following information (non-exhaustive):

### (a) Executive Summary

- i. Assessment of Compliance by Operator against the service levels;
- ii. Assessment of overall Assurance Rating by Operator;
- iii. Reasons for non-compliance;
- iv. Actions taken to address non-compliances from previous quarter;

### (b) Patching Status

- i. Patching status for servers per month, categorised by managed service provider;
- ii. Patching status for end-points per month, categorised by managed service provider;
- iii. Number of systems not patched each month in the past quarter, listing systems and reasons for not being patched;

### (c) Vulnerability Status

- i. Number and % of systems scanned for vulnerabilities in line with policy & number of systems not scanned in the past quarter;
- ii. Number of outstanding (Sev 1, 2, 3, 4, 5) vulnerabilities for systems in the following age buckets (0-30 days), (30-90 days), (90-180 days). (180+ days), per month, categorised by managed service provider;
- iii. Number of outstanding (Sev 1, 2, 3, 4, 5) vulnerabilities for end-points in the following age buckets (0-30 days), (30-90 days), (90-180 days). (180+ days), per month, categorised by managed service provider;
- iv. Number of (Sev 1, 2, 3, 4, 5) vulnerabilities fixed for systems per month, categorised by managed service provider;
- v. Number of (Sev 1, 2, 3, 4, 5) vulnerabilities fixed for end-points per month, categorised by managed service provider;

### (d) Number and % of systems not scanned for vulnerabilities in the past quarter, listing systems and reasons for not being scanned; Anti-virus Status

- i. Anti-virus status for servers per month, categorised by managed service provider;
- ii. Anti-virus status for end-points per month, categorised by managed service provider;
- iii. Exceptions to be listed with reasons provided;

### (e) Supplier Reviews

- i. Assurance ratings for suppliers reviewed in past quarter, with explanation and improvement plans for suppliers with less than Satisfactory ratings;
- ii. List of suppliers not reviewed in line with policy;
- iii. Number and % of suppliers reviewed in line with policy & number of suppliers not reviewed in the past quarter;

(f) User Access Management (UAM) Reviews

- i. User access reviews conducted in the past quarter, showing number of accounts disabled per system/application;

(g) Penetration Testing

- i. List of systems penetration tested during the quarter with number of exploits discovered per system grouped by risk C/H/M/L;
- ii. List of systems not penetration tested in over a year;
- iii. Number of outstanding (Sev 4, 5) discovered exploits in the following age buckets (0-30 days), (30-90 days), (90-180 days), (180+ days);

(h) Incident Reporting

- i. Details of Critical / High incidents over the course of the prior quarter, detailing:
  - a. Type of Incident;
  - b. Level of severity;
  - c. System(s) affected;
  - d. Length of incident (time reported to time closed);
  - e. Incident impact i.e. data extraction, ransomware, etc.;

(i) SIEM Reporting

- i. Number of alerts (3/4/5 or C/H/M);
- ii. Number of outstanding (3/4/5 or C/H/M) alerts in the following age buckets (0-30 days), (30-90 days), (90-180 days), (180+ days);

(j) End of Life Asset Reporting

- i. Details of end-of-life assets and the systems they support, detailing
  - a. Hardware and/or software;
  - b. Application supported;
  - c. Criticality of system;
  - d. Version of the component that is end of life/support;

- e. List of assets that are expected to go end-of-life in the following age buckets (30-90 days), (90-180 days), (180-360 days);

(k) Top 10 Security Risks

- i. List of 10 security risks, with containment and mitigation actions (taken and planned);

(l) Policy Management

- i. Date of last policy review and date of next planned policy review;

(m) Crisis Management Readiness

- i. Last Incident/Breach Response exercise (e.g. table-top review, simulation) with details of key findings;

(n) Last cyber Business Continuity exercise (table-top review, test etc.) with details of key findings.

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

## 32.8 Effective Mobilisation Date

32.8.1 The Operator shall agree a plan for the effective mobilisation of the security services as defined in this schedule within the first quarter.

32.8.2 The Operator shall deliver the following within the first Quarter:

- i. The ISMS by the end of the first Quarter of the contract and the first Quarter of each year thereafter;
- ii. The quarterly security reporting pack;
- iii. A copy of the Security Governance and Risk Management process/framework;
- iv. A copy of the risk register;
- v. A copy of the policies that the Operator is working to;

## **SCHEDULE 33: COMMERCIAL ADVERTISING**

**33.1 Commercial Advertising**

33.1.1 The Operator shall be entitled to place commercial advertising on the Network Buses.

33.1.2 The Authority may set out arrangements for commercial advertising, including

- (a) whether the Authority or the Operator would be responsible for accepting commercial advertising and for its posting on Network Buses;
- (b) whether revenue for commercial advertising would be retained by the Operator, the Authority or shared between the Operator and the Authority;
- (c) locations on the exterior or interior of Network Buses where commercial advertising would be permitted;
- (d) dimensions of any panels required for the posting of commercial advertising on the Network Bus; and
- (e) acceptable content of such commercial advertising.

**33.2 Operator advertising and promotional material**

33.2.1 If the Operator wishes to post or otherwise advertise its own promotional material on any of the Network Buses it shall seek prior approval from the Authority for the advertising of such material, and the locations and fixtures or panels for the posting of such material.

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

## **SCHEDULE 34: BUSINESS CONTINUITY AND DISASTER RECOVERY**

## 34.1 Overview

- 34.1.1 The Operator shall be responsible for business continuity and disaster recovery planning, testing, implementation, and execution related to all Services provided under this Agreement (including those Services provided by the Operator's Principal Sub-contractors and sub-contractors).
- 34.1.2 The Operator shall provide the Services described in this Schedule in order to:
- (f) maintain and test the Business Continuity/Disaster Recovery Plan for all Services and key systems;
  - (g) implement the Business Continuity/Disaster Recovery Plan for all Services in the event of a Disaster or Crisis Event within the specified timeframes;
  - (h) carry out disaster recovery (RTO and RPO), business continuity and / or redundancy procedures related to all Services in accordance with such Business Continuity/Disaster Recovery Plan; and
  - (i) design and implement the Business Continuity/Disaster Recovery Plan to minimise disruption to the Services.
- 34.1.3 The Operator shall maintain a Disaster Recovery/Business Continuity Plan (the "**BC/DR Plan**") that covers all Services that are provided to the Authority.
- 34.1.4 The Operator shall review and update the Business Continuity/Disaster Recovery Plan on at least an annual basis.
- 34.1.5 If a Disaster or major site impact occurs involving the need to recover operations at an Operator Site or to operate from a fall-back site and, as a result, it is necessary for the Operator or its Principal Sub-contractors (including CIE Group IT) to allocate limited resources between or among several organisations, the Operator shall not treat the Authority less favourably than any other stakeholder for the purposes of allocation of such resources.
- 34.1.6 The Operator shall maintain and make available upon Authority request a register of systems and services providers covered under this Schedule 34.

## 34.2 Business Continuity/Disaster Recovery General Requirements

- 34.2.1 For the avoidance of doubt:
- (a) "**Full Restoration of the System and Services**" means full restoration of the System and Services affected by a Disaster such that any Operator system and the Services are being performed, in accordance with the terms of this Agreement;
  - (b) "**Recovery Time Objective**" or "**RTO**" means the duration of time from the occurrence of a Disaster until Full Restoration of the Services; and
  - (c) "**Recovery Point Objective**" or "**RPO**" means the maximum acceptable time period for which data may be lost as a result of a Disaster.
- 34.2.2 The BC/DR Plan shall outline RTO and RPO for each system covered as part of the implementation plan for this Schedule 34.
- 34.2.3 In the event of Disaster on Operator systems required for the delivery of the Services, a maximum RTO of four (4) hours shall apply.



- 34.2.4 All systems, technical components and premises provided by the Operator and required for the provision of the Services shall be resilient to ensure the continued provision of the Services in the event of a Disaster (to include but not limited to uninterrupted power supply, generator capacity, fire suppression, cooling systems, etc.).
- 34.2.5 The Operator shall acquire and store in a suitable location a repository of all software required for restoring the Services.
- 34.2.6 Any primary premises for technology systems and / or Operator Staff managing such systems shall have a secondary premises (each a "BC/DR Premises") at an alternative location or an alternative solution which is capable of supporting the applicable RTOs set out in this Schedule or as otherwise specified in the BC/DR Plan.
- 34.2.7 Each Operator BC/DR Premises shall be linked to utilities, including gas, electricity, communications services, public services and transport services which are independent of the primary Operator Site such that in the event of primary Operator Site inaccessibility or failure of the utilities, the BC/DR Premises shall not be affected.
- 34.2.8 The RPO for the System and Services (or any part thereof) shall be a maximum of one (1) hour prior to the Disaster.

### **34.3 BC/DR Plan**

- 34.3.1 The BC/DR Plan shall detail the processes, arrangements, crisis management arrangements and emergency back-up procedures which the Operator shall implement with a view to preventing any Disaster related to the Services or any part thereof, and to ensure Full Restoration of the Services or any affected elements of the Services or keys systems following any Disaster or Crisis Event.
- 34.3.2 The BC/DR Plan shall be developed using a scenario and risk-based approach with the planning activities for each scenario and risk being proportionate to the criticality of the element of the Services or key systems to which the risk applies. For clarity, scenarios and risks should cover the end to end BC/DR solution for all parties including the Authority, the Operator, its Principal Sub-Contractors and the service provider for key systems, and as a minimum should cover scenarios that have been experienced by the Operator in recent years, including but not limited to pandemics, riots, severe weather events, fires, floods, electrical outages and cyber attack.
- 34.3.3 The BC/DR Plan shall set out procedures for recording all communications and activities in a log which will then:
- (a) serve as a true record of events;
  - (b) act as a personal aide-mémoire;
  - (c) assist operational decision making;
  - (d) facilitate hand over of rota responsibility;
  - (e) aid the compilation of an incident report form; and
  - (f) be available for reference during both debriefs and any subsequent inquiry;
- 34.3.4 The BC/DR Plan shall be designed to ensure that:

- (a) the Services are provided in accordance with the terms of this Agreement at all times during and after the invocation of the BC/DR Plan;
- (b) the adverse impact of any Disaster or disruption to the operations of the Authority is minimised to the extent reasonably possible;
- (c) it complies with Good Industry Practice; and
- (d) there is a process for the management of disaster recovery testing.

34.3.5 The BC/DR Plan must be sufficiently flexible to support any changes to the Services or key systems.

34.3.6 The BC/DR Plan shall define pre-agreed responses per scenario, as well as actions the require approval from the Authority.

34.3.7 The Operator shall not be entitled to any relief from its obligations under this Agreement, or to any increase in the Payments to the extent that a Disaster occurs as a consequence of any breach by the Operator (or for the avoidance of doubt by any of the Principal Sub-contractors) of this Agreement.

34.3.8 The BC/DR Plan shall be comprised of five parts:

- (a) Part A which shall relate to the objectives, policy statement and organisational structure and shall set out key contact details, roles and responsibilities;
- (b) Part B which shall relate to business continuity and crisis management;
- (c) Part C which shall relate to disaster recovery;
- (d) Part D which shall relate to the testing of the BC/DR Plan; and
- (e) Part E which shall relate to the communication plan, timelines, and issue/action/risk management.

34.3.9 Part A should include the following sections at a minimum;

- (a) objectives of the BC / DR Plan;
- (b) policy statement;
- (c) organisational structures of all stakeholders in the BC/DR Plan including reporting lines of responsibility;
- (d) key contact details in each organisation;

34.3.10 set out out-of-hours arrangements for all parties required for a system recovery including but not limited to the Operator and Principal Sub-contractors and the Authority; and

- (e) roles and responsibilities of each stakeholder.

34.3.11 Part B - The business continuity part of the BC/DR Plan, shall:

- (a) set out those aspects of the Services and key systems which fall within the scope of the BC/DR Plan (collectively the “Business Continuity Elements”);
- (b) set out, for each Business Continuity Element or part thereof, within the BC/DR Plan, the RTOs including as set out in paragraph 34.2.2 of this Schedule;

- (c) set out, for each Business Continuity Element or part thereof, within the BC/DR Plan, the RPOs including as set out in paragraph 34.2.8 of this Schedule;
- (d) set out the arrangements that are to be invoked to ensure that all Business Continuity Elements remain supported and to ensure Full Restoration of the Services and key systems;
- (e) set out relocation and displacement arrangements;
- (f) set out how the business continuity and disaster recovery parts of the BC/DR Plan link to each other; and
- (g) identify and address the various possible scenarios and levels of Disaster and the steps to be taken to ensure Full Restoration of the Services and key systems for each level of Disaster. Disaster scenarios to include at a minimum:
  - i. loss of power in the locality (locality meaning an area with a two (2) kilometres radius from the Operator Site), either through failure of a local transformer or power station or failure of the local power supply;
  - ii. inability of Operator Staff to gain access to, or work effectively at, the Operator Site or on a significant portion of the Network, caused by road closure (temporary or otherwise), chemical spillage or industrial incident, fire, flood, extreme weather conditions or health and safety incident;
  - iii. bomb threat or similar reason for partial or complete evacuation of the Operator Site or on a significant portion of the Network;
  - iv. terrorist attack or security incident in the locality of the Operator Site or Network;
  - v. vandalism or criminal damage which may render the Operator Site unusable;
  - vi. action by a pressure group which limits access to the Operator Site or a significant portion of the Network;
  - vii. industrial action or interruption to service by a local service provider on the Operator Site, including mail deliveries, telecommunications services, power supplies;
  - viii. changes in Operator's financial situation including bankruptcy, take-overs & mergers;
  - ix. staff sickness to such a level that Operator's capacity to meet the Performance Standards is significantly diminished.
  - x. cyber security attack on any systems used by the Operator in the delivery of the Services.

34.3.12 Part C - The disaster recovery part of the BC/DR Plan shall be designed so as to ensure that upon the occurrence of any Disaster the Service Provider ensures full restoration of the Services and key systems with minimal adverse impact on the Services and key systems. This part of the BC/DR Plan shall include the following:

- (a) the technical design and build specification of the disaster recovery system to support the RTOs and RPOs as set out for each Disaster Recovery and Business Continuity Element;

(b) details of the procedures and processes to be put in place by the Operator in relation to the disaster recovery system, the provision of the disaster recovery service and any testing of same, including the following:

- i. BC/DR Premises (for example data centre (if applicable) and Disaster Recovery site audits);
- ii. back up methodology and details of the Operator's approach to data back-up, data verification and making the data available for use at the disaster recovery site to facilitate meeting the disaster recovery objectives;
- iii. identification of examples of potential Disaster scenarios including:
  - A. any other interruption to business-as-usual due to the loss or denial of access to the functionality provided by key systems in the Operator Site for normal operations. This includes the mobile and communications networks;
  - B. any loss of, or interruption (exceeding two (2) hours in duration) to key systems functions as well as any loss of data itself within such systems; and
  - C. cyber security or data corruption incident affecting the Services.
- iv. documentation of processes and procedures;
- v. hardware and software configuration details;
- vi. repository to be used for storing all software required to restore systems;
- vii. network planning including details of all relevant data networks and communication links;
- viii. system recovery procedures;
- ix. steps to be taken upon resumption of the Services to address any prevailing effect of the Disaster;
- x. any applicable performance levels with respect to the provision of disaster recovery services and details of any derogation to the Performance Standards (to be agreed with the Authority) during any period of invocation of the BC/DR Plan;
- xi. details of how the Operator shall ensure compliance with security standards and ensuring that compliance is maintained for any period during which the BC/DR Plan is invoked;
- xii. access controls to any BC/DR Premises used by the Operator or any Principal Sub-contractor; and

34.3.13 Part D shall outline the testing and management arrangements. This should include details of how the annual BC / DR testing should be conducted, the impact of same and any support required by the Authority. The requirements for the annual testing are included in Section 34.4 of this Schedule.

34.3.14 Part E which shall relate to the communication plan, timelines, and issue/action/risk management shall:

- (a) clearly set out the conditions under which the BC/DR Plan is to be invoked in the event of Disaster and the decision process for invocation;

- (b) identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BC/DR Plan;
- (c) provide details of how the invocation of any element of the BC/DR Plan may impact upon the operation of the System and the provision of the Services;
- (d) specify how the Operator shall liaise with the Authority with respect to issues concerning business continuity and disaster recovery including a plan for communication with the Authority (setting out details of incident management), the roles and responsibilities for all business continuity activities; and the contact details for all relevant contacts for the Operator (including any Principal Sub-contractors) and the Authority, including a dedicated contact who will manage and be responsible for the provision of business continuity;
- (e) contain an actions, issues, risk log with analysis, including:
  - i. disaster scenarios, assessments and estimates of frequency of occurrence;
  - ii. identification of any single points of Disaster within the Services and processes for managing the risks arising therefrom; and
  - iii. a business impact analysis (detailing the impact on business processes and operations) of different anticipated Disasters;
- (f) identify the procedures for recommencement of Services;
- (g) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a Disaster to ensure that there is no data loss and to preserve data integrity;
- (h) set out details of the back-up plan in the event that a Disaster impacts the implementation of the BC/DR Plan itself; and
- (i) provide for technical advice and assistance to key contacts at the Authority as notified by the Authority to the Operator from time to time.

#### 34.4 Review and Testing of the BC/DR Plan

34.4.1 The Operator shall carry out a review, test and update of the BC/DR Plan as follows:

- (a) on a regular basis and at a minimum at least annually, during the Contract Term;
- (b) within three (3) months of the BC/DR Plan (or any part thereof) having been invoked;
- (c) within one (1) month if there is an unsuccessful test; and
- (d) where the Authority requests an additional review or test over and above those provided for in (a), (b) or (c) above by notifying the Operator in writing (including where there has been a change to the System, Services or any underlying business processes), whereupon the Operator shall conduct such a review in accordance with the Authority's requirements.

34.4.2 34.4.1(d) Any review of the BC/DR Plan shall include a review of the procedures and methodologies set out in the BC/DR Plan and assess their suitability having regard to any change to: (a) the Services; (b) key systems; and (c) any underlying business processes and operations facilitated by or supported by the Services or key systems; which have taken place since the later of the original approval of the BC/DR Plan or the last review of the BC/DR Plan. Any such review shall also have regard to the

occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of a need to invoke the BC/DR Plan.

- 34.4.3 The Operator shall undertake and manage the review and testing of the BC/DR Plan, shall liaise with the Authority in respect of the planning, performance and review of each review and test, and shall comply with the reasonable requirements of the Authority in this regard. The Authority or its nominee shall be entitled to observe each test, if it wishes to do so.
- 34.4.4 The Operator shall, within one (1) week of the conclusion of each such review of the BC/DR Plan, provide to the Authority a report in relation to the review setting out:
- (a) the findings of the review or outcome of the test;
  - (b) any changes in the risk profile associated with the Services;
  - (c) any failures in the BC/DR Plan revealed by the test, including failures to meet the RTOs and RPOs as set out for each Business Continuity Element; and
  - (d) the Operator's proposals for:
    - i. addressing any changes in the risk profile or amendments to the BC/DR Plan and detailing the impact (if the Operator can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party; and
    - ii. remedying any failures identified in the test.
- 34.4.5 The Operator shall as soon as is reasonably practicable after receiving the Authority's comments on the Service Provider's BC/DR proposals (having regard to the significance of any risks highlighted in the review report described above) implement any necessary changes in its practices or procedures and ensure that it remedies any failures in the BC/DR Plan. Such remedial activity and re-testing shall be completed by the Operator, at no additional cost to the Authority, and by the date reasonably required by the Authority. An updated BC/DR Plan should be issued to the Authority after remediation is applied.