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**AN tÚDARÁS NÁISIÚNTA IOMPAIR –
NATIONAL TRANSPORT AUTHORITY**

and

[•]

RYDER CUP TRANSPORT SERVICES CONTRACT

LOT 1C: PARK AND RIDE SHUTTLE SERVICES ROUTE 3, OPERATING BETWEEN CROAGH NORTH AND THE EVENT SITE AT ADARE MANOR

Tender Issue Rev. 1.0

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THIS AGREEMENT is made on [•] 202[•]

BETWEEN:

(1) **NATIONAL TRANSPORT AUTHORITY** (or, in the Irish language, An tÚdarás Náisiúnta Iompair), a statutory corporation established under the Dublin Transport Authority Act 2008, as amended and having its principal office at Haymarket House, Smithfield, Dublin 7, D07 CF98 (the "**Authority**"); and

(2) [•], a company incorporated in [•] with registered number [•] and having its registered office at [•] (the "**Operator**"),

each individually referred to as a "**Party**" and together referred to as the "**Parties**".

RECITALS

(A) Section 48 of the 2008 Act provides that the Authority shall secure the provision of public passenger transport services by means of public transport services contracts.

(B) The Authority is proposing to enter into this Agreement with the Operator whereby the Operator will provide the Services in accordance with, and subject to, the terms and conditions of this Agreement and the 2008 Act.

(C) The Parties have agreed that the Operator will provide the transport service on the Route and in accordance with the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

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PART 1 - DEFINITIONS AND INTERPRETATIONS

1. Definitions and Interpretation

1.1 Definitions

In this Agreement (including the recitals and Schedules), unless the context otherwise requires, each of the following words and expressions have the meanings set out below;

"**2008 Act**" means the Dublin Transport Authority Act 2008;

"**Adare Manor**" means Adare Manor, Adare, County Limerick;

"**Adare Manor Passenger Terminals**" means the Loading Zones and associated facilities at Adare Manor;

"**Agreement**" means this agreement, including the recitals, all schedules and appendices to this agreement, and any subsequent variations or amendments to this agreement, as may be agreed by the Parties from time to time;

"**Applicable Law**" means any law applicable in Ireland (without further enactment) or any other applicable jurisdiction and shall include common law, legislation, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation;

"**Authority's Representative**" means the person appointed from time to time by the Authority to act as its representative in accordance with clause 5 (*Authority's Representative*);

"Authority Vehicle Facilities" means off-site facilities provided by the Authority for Vehicle parking when not in service during the Event and the Event Training Period;

"**Business Day**" means a day other than a Saturday or a Sunday or a public holiday established under the Organisation of Working Time Act 1997;

"**Championship Day**" means each of the following Operating Days:

(a) 17 September 2027; and

(b) 18 September 2027;

"**Contract Commencement Date**" means the date of execution of this Agreement;

"**Contract Period**" means the period commencing on the Contract Commencement Date and expiring on the Expiry Date;

"**Daily Charge**" means, in respect of each category of Operating Day specified in Schedule 8 (*Payments*), the amount specified opposite such category of Operating Day in Schedule 8 (*Payments);*

"**Daily Fuel Charge**" means, in respect of each category of Operating Day specified in Schedule 8 (*Payments*), the amount specified opposite such category of Operating Day in Schedule 8 (*Payments*);

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"**Daily Report**" has the meaning given to it in Schedule 6**Error! Reference source not found.** (*Reports*);

"**Data Protection Law**" means all applicable data protection laws including:

(a) the GDPR;

(b) the Data Protection Act 2018;

(c) the European Communities (Electronic Communication Network and Services) (Privacy and Electronic Communications) Regulations 2011 (SI 336/2011); and

(d) any legislation which amends, extends, consolidates, re-enacts or replaces any of the foregoing from time to time, and the terms 'personal data', 'controller', 'processor' and 'process' shall each have the meanings given to it under Data Protection Law;

"Demobilisation Fee" means the amount payable to the Operator in respect of demobilisation services in accordance with the Demobilisation Tasks , as determined in accordance with Part C of Schedule 8 (*Payments*);

"Demobilisation Tasks " means the Operator's proposed tasks or activities for demobilisation, approved by the Authority, as set out in Part C of Schedule 8 (*Payments*);

"Demobilisation Completion Certificate" means a certificate signed by the Authority confirming that demobilisation has occurred;

"**Driver**" means each person who drives a Vehicle used to provide the Services on the Route, whether employed directly by the Operator or engaged through an employment agency or supplied by a Sub-Contractor, and any person substituted in his or her place by the Operator in accordance with the terms of this Agreement;

"**Driver CPC Qualification Card**" means any of the documents referred to in Regulation 17(2) of The European Communities (Vehicle Drivers Certificate of Professional Competence) (No. 2) Regulations 2008;

"**Equipment**" means the equipment which

(a) is installed; or

(b) the Authority requires the Operator to install,

in any Vehicle used by the Operator in providing the Services, and being, as of the Contract Commencement Date, the equipment contemplated by Schedule 3 (*Vehicle Specification*);

"**Event**" means the 2027 Ryder Cup golf tournament to be hosted at Adare Manor;

"**Event Organiser**" means Ryder Cup Europe 2027 Commercial Designated Activity Company;

"**Event Training Period**" means the period commencing on the day falling seven (7) days prior to the Operating Commencement Date and ending on the day before the Operating Commencement Date;

"**Expiry Date**" means, the earlier of:

(a) 20 October 2027; and

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(b) the Termination Date;

"**Final Day**" means the Operating Day falling on 19 September 2027;

"**Final Report**" has the meaning given to it in Schedule 6 (*Reports*);

"**Force Majeure**" means an exceptional event or circumstance which:

(a) is beyond such party's control;

(b) such party could not reasonably have provided against before entering into this Agreement;

(c) having arisen, such party could not reasonably have avoided or overcome, and

(d) is not attributable to the other party,

and may include the following exceptional events or circumstances (so long as paragraphs (a) to (d) are satisfied):

(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies concerning the State;

(ii) rebellion, revolution, insurrection, military power or civil war concerning the State;

(iii) ionising radiation or contamination by radioactivity, except as may be attributable to the Operator or its sub-contractors; or

(iv) natural catastrophes, such as earthquake, hurricane, tropical cyclone or volcanic activity,

but does not include:

(A) any form of strike, industrial action, threatened industrial action, lock-out or picket on the part of the Operator, its sub-contractors or the employees or agents of the Operator or its sub-contractors);

(B) any acts of the Authority, or any person on behalf of the Authority, in relation to this Agreement or the exercise of any rights in connection with it; or

(C) any matter falling under clause 25 (*Postponement of Event*);

"**Full Driving Licence**" means:

(a) a driving licence granted by the Road Safety Authority pursuant to Part III of the Road Traffic Act 1961; or

(b) an equivalent driving licence issued by any EU/EEA Member State or third country for so long as such as the Driver is entitled to use such licence in the State,

provided that such licence entitles and authorises the Driver to drive the Vehicles in the State;

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679);

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"**Good Industry Practice**" means, in relation to the performance of any activity to which this standard is applied, the exercise of that degree of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a skilled and experienced service provider (engaged in the same type of undertaking and under the same or similar circumstances and conditions as that in which the relevant matter arises) seeking in good faith to comply with its contractual obligations and to discharge any liability arising under any duty of care that might be owed by that service provider;

"**Gross Operating Fee**" means the amount determined in accordance with paragraph 2 of Part B of Schedule 8 (*Payments*), as may be varied from time to time in accordance with the provisions of this Agreement;

"**Hourly Passenger Seat Availability standard**" means the minimum number of passenger seats to be available to be operated on each Route in each hour of each Operating Day, as defined in Schedule 2 Annex A;

"**Hourly Report**" has the meaning given to it in Schedule 6 (*Reports*);

"**Improvement Notice**" means a notice in the form set out in Schedule 10 (*Improvement Notice*);

"**Key Event Stakeholders**" means any of the Event Organiser, Limerick County Council, the Park and Ride Event Manager, An Garda Síochána, other emergency service providers as may be necessary who are involved in the planning and operation of the Event and other stakeholders as may be notified by the Authority to the Operator from time to time as being a Key Event Stakeholder;

"**Law**" means any law enforceable in the State and the European Union and includes common law, statutes, statutory instruments, any Directive, or any Regulation of the European Union, any byelaws, rules, codes, regulations, decisions, proclamations, notices, directives, regulations, constitutions, or other legislative instrument or common law of Ireland or European Union or- any other principles of law or equity established by any relevant court;

"**Loading Zones**" means the areas where Passengers board and alight the Vehicles at either:

(a) the Park and Ride Facilities; or

(b) the Adare Manor Passenger Terminals;

"**Milestone Acceptance Certificate"** means a certificate signed by the Authority confirming that a Mobilisation Milestone has been completed to the Authority's satisfaction;

"**Milestone Payment**" means each payment identified in Table 8.1 in Schedule 8 (*Payments*) in connection with the issue of a Milestone Acceptance Certificate;

"Mobilisation Fee" means the amount payable to the Operator for the provision of the Services during the Mobilisation Stage, as determined in accordance with Part A of Schedule 8 (*Payments*);

"**Mobilisation Milestones**" means each of the milestones specified in Schedule 4 (*Mobilisation*);

"Mobilisation Stage" means the period commencing on the Contract Commencement Date and ending on the day before the Operational Commencement Date;

"**Mobilisation Plan**" has the meaning given to it in clause 9.1 (*Mobilisation Plan*);

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"On-Site Authority Office" means the Authority's office located in one of the Park and Ride Facilities, as notified to the Operator from time to time;

"Opening Day" means the Operating Day falling on 16 September 2027;

"Operating Commencement Date" means 14 September 2027;

"Operating Day" means each day during the Operating Period where the Passenger Services are to be provided by the Operator;

"Operations Plan" has the meaning given to it in paragraph 2.1 of Schedule 5 (*Operations Management*);

"Operator Facilities" means:

(a) the Operator Staff Facilities; and

(b) the Operator Vehicle Facilities;

"**Operator Staff Facilities**" means off-site facilities provided by the Operator for Operator Staff, including overnight accommodation, meals and refreshments for Operator Staff;

"**Operator Vehicle Facilities**" means off-site facilities provided by the Operator for Vehicles, including fuelling, cleaning and servicing facilities during the Event and the Event Training Period;

"**Operating Fee**" means the amount determined in accordance with paragraph 2 of Part B of Schedule 8 (*Payments*), as may be varied from time to time in accordance with the provisions of this Agreement;

"**Operating Period**" means the period commencing on the Operating Commencement Date and ending on 19 September 2027;

"**Operator's Communication System**" has the meaning given to it in paragraph 1.3 of Schedule 5 (*Operations Management*);

"Operator's Representative" means the person appointed from time to time by the Operator to act as its representative in accordance with clause 6.1 (*Operator's Representative*);

"Operator's Service Control System" has the meaning given to it in paragraph 1.1 of Schedule 5 (*Operations Management*);

"**Operator Staff**" means the Operator's employees and sub-contractors required to provide the Services;

"**Park and Ride Event Manager**" means the persons or persons appointed by Limerick County Council to manage the operation of the Park and Ride Facilities;

"**Park and Ride Facility**" means the park and ride facility provided by Limerick County Council as set out in in Schedule 1 (*The Route*);

"**Passenger Services**" means the services to be provided by the Operator during the Operating Period, including the carriage of Passengers using a Vehicle on the Route pursuant to, and in accordance with, this Agreement;

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"**Passenger(s)**" means any person using the Services;

"**Passenger Queuing Time standard**" has the meaning given to it in paragraph 3.2 of Schedule 2 (*Service Specification*);

"**Practice Day(s)"** means each of the following Operating Days:

(a) 14 September 2027; and

(b) 15 September 2027;

"**Regulatory Body**" shall mean a body, established by statute and to whose powers either party are subject;

"**Required Document**" means each of the documents listed in Schedule 12 (*Required Documents*);

"**Required Standard**" means the standard to be met by the Operator by reference to each Service Levels, as set out in Schedule 7 (*Required Service Levels)*;

"**Road Transport Working Time Directive**" means Directive 2002/15/EC of the European Parliament and of the Council of 11 March 2002, as implemented in Ireland by the European Communities (Road Transport) (Organisation of Working Time of Persons Performing Mobile Road Transport Activities) Regulations 2012;

"**Route**" means the route identified and more particularly described in Schedule 1 (*The Route*) the subject of this Agreement (as may be varied in accordance with the terms of this Agreement);

"**Security Requirements**" means any instruction issued to the Operator or the Operator Staff relating to the security of the Event;

"**Service Deduction**" has the meaning given to it in paragraph 1.3 of Schedule 7 (*Required Service Levels*);

"**Service Levels**" means the service levels set out in Schedule 7 (*Required Service Levels*);

"Service Quality Indicators" means the service quality indicators set out in Schedule 7 (*Required Service Levels*);

"**Service Specification**" means the specifications set out in Schedule 2 (*Service Specification*), or as amended or varied in accordance with the provisions of this Agreement;

"**Services**" means the obligations contemplated by this Agreement;

"**Spare Drivers**" has the meaning given to it in clause 15.5 (*Spare Vehicles and Drivers*);

"**Spare Vehicles**" has the meaning given to it in clause 15.5 (*Spare Vehicles and Drivers*);

"**State**" means Ireland;

"**Sub-Contract**" means a contract between the Operator and a Sub-Contractor in relation to the performance by the Sub-Contractor of part of the Services;

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"**Sub-Contractor**" means any person of any tier to whom responsibility for part of the Services has been sub-contracted;

"**Tax**" means all forms of taxation, duties, imposts and levies including income tax, corporation tax, corporation profits tax, advance corporation tax, capital gains tax, capital acquisitions tax, residential property tax, rates, property tax, property related tax, VAT, customs and other import and export duties, excise duties, stamp duty, capital duty, social insurance, universal social charge, social welfare or other similar contributions and other amounts corresponding thereto and any interest, surcharge, penalty or fine in connection therewith, the words "**taxation**", "**Taxes**", "**taxes**" and "**tax**" shall be construed accordingly;

"**Termination Date**" means the date upon which this Agreement is terminated in accordance with this Agreement;

"**Transport Operations Control Centre**" or "**TROC**" means the multi-party central facility from where the overall transport operations for the Event are monitored and managed;

"**Trip**" means the carriage of Passengers on the Route between a Park and Ride Facility and the Adare Manor Passenger Terminals and in accordance with the Service Specification, as specified in Schedule 2 (*Service Specification*);

"**Variation**" means any addition, deletion or change to the Operator's obligations in relation to the Services under this Agreement;

"**VAT**" means value-added tax pursuant to the Value-Added Tax Consolidation Act 2010 and related VAT regulations or similar tax or any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value-added tax (EC Directive 2006/112); and

"**Vehicle**" means each vehicle used by the Operator to provide the Services on the Route and which satisfies the requirements of this Agreement.

"Vehicle Facilities" means:

(a) the Operator Vehicle Facilities; and

(b) the Authority Vehicle Facilities;

1.2 Interpretation

Except to the extent that the context or the express provisions of this Agreement otherwise require:

(a) headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of this Agreement;

(b) all references to any agreement (including this Agreement), document or other instrument include (subject to all relevant approvals and any other provision of this Agreement expressly concerning such agreement, document or other instrument) a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned;

(c) the Schedules to this Agreement are an integral part of this Agreement and reference to this Agreement includes reference to the Schedules hereto;

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(d) reference to any statute, enactment, order, regulation or other similar instrument shall:

(i) be construed as a reference to the statute, enactment, order, regulation or instrument as supplemented and/or amended by any subsequent statute, enactment, order, regulation or statutory instrument or as contained in any subsequent re-enactment;

(ii) include references to any statute or statutory provision (including any subordinate legislation) which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same; and

(iii) include any statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, codes of practice, code of conduct, rule of court, instrument or delegated or other subordinate legislation made under the relevant statute;

(e) any reference to the Operator shall include a reference to the Operator's advisers, consultants, servants, agents and sub-contractors, except where the context otherwise requires;

(f) any reference to a person will be construed so as to include any individual, firm, company, government, state or agency of a state, local authority or government body or any joint venture, association or partnership (whether or not having separate legal personality) and a reference to a person (including a party to this Agreement) includes a reference to that person's legal personal representatives, successors and assigns;

(g) words importing the singular include the plural and *vice versa*;

(h) words importing any gender shall include every gender;

(i) the term "**including**" means including but without limitation and any cognate expression shall be construed accordingly;

(j) the Authority shall not be imputed with knowledge of any fact, matter or thing merely because that fact, matter or thing is within the knowledge of the State's servants or agents;

(k) any approval, consent, extension, agreement or like expression on the part of the Authority under this Agreement shall be at its absolute discretion and subject to such terms and conditions as it may specify in its discretion;

(l) general words, including those introduced by "**other**" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by general words;

(m) a "**day**" shall mean a calendar day, and a "**business day**" shall mean any day (other than a Saturday or a Sunday) that banks are generally open for business in Ireland; and

(n) the words in this Agreement shall bear their natural meaning.

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1.3 *Contra Proferentem*

The Parties have had the opportunity to take legal advice on this Agreement, and no terms shall therefore be construed *contra proferentem*.

1.4 Ambiguities

In the case of any ambiguity or discrepancy:

(a) subject to clause 1.4(c), between the provisions in this Agreement (excluding for this purpose, the Schedules) and the provisions of any Schedule, the provisions of the Agreement shall prevail; or

(b) between the provisions of particular Schedules, the interpretation which provides the safest and most conservative result, the highest standard of work or service or the latest standard or procedure, as determined by the Authority (acting reasonably), shall prevail; or

(c) between the provisions of Schedule 16 (*Tender Proposals*) and the other provisions of this Agreement (including the other Schedules), the other provisions of this Agreement shall prevail except to the extent that the application of Schedule 16 (*Tender Proposals*) will, in the opinion of the Authority, give rise to a higher standard of service than that contemplated by this Agreement (including the other Schedules), in which case, the provisions of Schedule 16 (*Tender Proposals*) shall apply; or

(d) within or between any documentation forming part of a Schedule, the ambiguity or discrepancy shall be determined and resolved by the Authority (acting reasonably).

1.5 Technical Terms

Except where expressly stated to the contrary elsewhere in this Agreement, the relevant technical standards used in the Schedules have the meanings given to them in such Schedules.

1.6 Joint Ventures

If the Operator is a joint venture, consortium or other unincorporated grouping of two or more persons, each of those persons shall be jointly and severally liable to the Authority for the performance of this Agreement.

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PART 2 – DURATION

2. Effectiveness of this Agreement

2.1 Commencement of Agreement

This Agreement will take effect from the Contract Commencement Date and shall remain in effect for the Contract Period.

2.2 Required Documents – Contract Commencement Date

On or before the Contract Commencement Date, the Operator shall have provided to the Authority each of the Required Documents specified in Part A of Schedule 12 (*Required Document*s) which are required as of the Contract Commencement Date.

2.3 Required Documents – Operating Commencement Date

On or before the Operating Commencement Date, the Operator shall have provided to the Authority each of the Required Documents specified in Part B of Schedule 12 (*Required Documents*) which are required as of the Operating Commencement Date.

2.4 Waiver

The conditions specified in clauses 2.2 and 2.3 may waived or deferred in whole or in part and with or without conditions by the Authority in its absolute discretion.

3. Duration

3.1 Services

The Operator shall provide the Services for the duration of the Contract Period.

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PART 3 – GENERAL RESPONSIBILITIES

4. Appointment of the Operator

The Authority appoints the Operator to provide the Services from the Contract Commencement Date, subject to the terms and conditions of this Agreement.

5. Authority's Representative

5.1 Authority's Representative

(a) The Authority shall appoint a competent and qualified person to act as its representative in connection with this Agreement and such person shall be the Authority's Representative.

(b) The Authority's Representative shall be principally located:

(i) during the Mobilisation Stage, in the principal office of the Authority; and

(ii) during the Event Training Period and the Operating Period, in the On-Site Authority Office.

(c) The Authority's Representative shall have full authority to act on behalf of the Authority for all purposes of this Agreement. The Operator shall be entitled to treat any act of the Authority's Representative in connection with this Agreement as being expressly authorised by the Authority, and the Operator shall not be required to determine whether any express authority has in fact been given.

5.2 Change of Authority's Representative

(a) The Authority may, at any time and from time to time, by notice to the Operator, terminate the appointment of the Authority's Representative or appoint one or more substitute Authority's Representatives.

(b) Any such notice shall specify the date on which such termination or substitution shall have effect.

6. Operator's Representative

6.1 Operator's Representative

(a) The Operator shall appoint a competent, skilled, responsible, trustworthy, experienced and qualified person to act as its agent in connection with this Agreement, to which the Authority has no reasonable objection, and such person shall be the Operator's Representative.

(b) The Operator's Representative shall be principally located in the Park and Ride Facility.

(c) The Operator's Representative shall have full authority to act on behalf of the Operator for all purposes of this Agreement. The Authority shall be entitled to treat any act of the Operator's Representative in connection with this Agreement as being expressly authorised by the Operator, and the Authority shall not be required to determine whether any express authority has in fact been given.

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6.2 Change of Operator's Representative

(a) Save in the case of resignation, death, serious illness or gross misconduct, the Operator shall not, without a minimum of five (5) Business Days written notice to the Authority, revoke the appointment of the Operator's Representative or appoint a substitute.

(b) As soon as reasonably practicable upon the Operator's Representative ceasing to act in the case of resignation, death, serious illness or gross misconduct, the Operator shall notify the Authority in writing of its intention to appoint a substitute.

6.3 Attendance at Meetings

(a) Mobilisation Stage

The Operator's Representative shall attend such meetings at the principal office of the Authority, or such other premises as the Authority may reasonably require, during the Mobilisation Stage in accordance with Schedule 4 (*Mobilisation Stage*).

(b) Event Training Period and Operating Period

The Operator's Representative shall, at the request of the Authority, attend such meetings at the On-Site Authority Office, or such other premises as the Authority may reasonably require, to:

(i) review the day-to-day performance of this Agreement; and

(ii) discuss any changes to this Agreement which might be appropriate and desirable.

(c) Each Party shall ensure that sufficient representatives of that Party attend meetings required under this clause 6.3 (*Attendance at Meetings*) to constructively address any issues raised.

(d) The Operator's Representative shall liaise with the Authority, or the Authority's Representative, as and when required by the Authority, and to deal with general enquiries of the Authority in a prompt and efficient manner.

7. **Sub-contracting**

7.1 The Operator:

(a) 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;

(b) may not sub-contract the provision of the Services without the Authority's prior consent; and

(c) where the Authority consents to the sub-contracting of any part of the Services, shall ensure that each Sub-Contractor complies with all Applicable Law, including all Applicable Law in relation to pay and terms and conditions of employment, health and safety, and the Road Transport Working Time Directive, and the Operator shall remain fully liable for any breach of such obligations by a Sub-Contractor as if the breach had been committed by the Operator itself.

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PART 4 – WARRANTIES AND OBLIGATIONS

8. Warranties and Obligations

8.1 Operator Warranties

The Operator represents, warrants and confirms to the Authority, and acknowledges that the Authority is relying on these confirmations, that as of the Contract Commencement Date and the Operating Commencement Date:

(a) its obligations under this Agreement are legal, valid, binding and enforceable obligations;

(b) it has the legal right and full power and authority to execute, deliver and perform all its obligations under this Agreement;

(c) it has taken all necessary action to authorise the execution and delivery of this Agreement and the transactions contemplated by it;

(d) it has obtained all necessary licences, consents, certificates and policies required by law;

(e) this Agreement has been duly executed by the Operator; and

(f) in the case of an Operator which is a company, it is duly incorporated and validly existing under the laws of Ireland and has the legal right and full power and authority to carry on business as currently carried on and to own its own property and assets.

8.2 Operator Obligations

(a) Subject to and in accordance with the provisions of this Agreement, the Operator shall, at all times, provide the Services from the Operating Commencement Date in accordance with all Applicable Law, including all Applicable Law in relation to:

(i) pay and terms and conditions of employment;

(ii) health and safety; and

(iii) licensing, insurance and any other matters relevant to the Route, including any requirements set out in this Agreement,

without causing damage to any property or injury or the death to or of any person and in compliance with all safety and induction training as provided by, or on behalf of, the Authority.

(b) Subject to and in accordance with the provisions of this Agreement, and in acknowledgement that the provision of the Services benefits the public, the Operator shall, at all times:

(i) co-operate with; and

(ii) facilitate, to the extent possible, the statutory objectives of,

the Authority in connection with the provision of the Services.

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(c) The Operator shall procure that:

(i) all of its necessary returns will be delivered by or on behalf of the Operator to the relevant taxation authorities;

(ii) the Operator is not in default in the payment of any taxes save in respect of any liability to Tax which is disputed in good faith by the Operator; and

(iii) no claim, as far as the Operator is aware (having made all due enquiry), will be asserted with respect to taxes which has not been disclosed to the Authority (except where the Operator is reclaiming VAT).

(d) The Operator shall pay:

(i) all taxes, duties, charges, impositions and assessments whatsoever whether national, local or otherwise which are payable to the Revenue Commissioners or that the Operator is liable to pay pursuant to any Applicable Law, in respect of the Vehicles, the Equipment and the Services (except to the extent that another person is required to pay such taxes, duties, charges, impositions and/or assessments); and

(ii) any rates payable in respect of any property owned or occupied by the Operator in connection with the Services.

Data Classification: Public

PART 5 – MOBILISATION

9. Mobilisation

9.1 Mobilisation Plan

(a) Within fifteen (15) Business Days of the Contract Commencement Date, the Operator shall prepare and submit for approval by the Authority a detailed mobilisation plan in accordance with, and satisfying the requirements of, Schedule 4 (*Mobilisation Stage*) (the "**Mobilisation Plan**") setting out the Operator's proposals in connection with the provision of the Services by the Operator.

(b) The Mobilisation Plan shall:

(i) demonstrate how the Operator shall perform the Services and obligations under this Agreement;

(ii) demonstrate how the Operator shall provide the Passenger Services from the Operating Commencement Date;

(iii) specify in sufficient detail the different work streams and timelines required to satisfy the requirements of Schedule 4 (*Mobilisation Stage*); and

(iv) be in accordance with Good Industry Practice.

9.2 Approval of the Mobilisation Plan

(a) The Authority shall review the draft Mobilisation Plan and shall provide comments (if any) to the Operator within ten (10) Business Days of its receipt of the draft.

(b) The Operator shall incorporate such comments in the Mobilisation Plan and shall resubmit the Mobilisation Plan for approval within ten (10) Business Days of its receipt of the Authority's comments.

(c) The Authority shall not unreasonably withhold or delay its approval of the Mobilisation Plan. For the avoidance of doubt it shall be reasonable for the Authority to withhold approval in the event that the Mobilisation Plan provides a lower level of service than that proposed in the implementation plan proposed in the Operator's tender.

(d) Following approval by the Authority of the Mobilisation Plan, no change may be made to it without consulting with, and obtaining the prior written consent of, the Authority, such approval not to be unreasonably withheld.

9.3 Operator Obligations

The Operator shall:

(a) comply with the Mobilisation Plan; and

(b) establish and operate a programme and project management structure to ensure that its obligations under this Agreement proceed in accordance with the Mobilisation Plan.

9.4 Variations to the Mobilisation Plan

Data Classification: Public

Should it appear to the Authority's Representative or the Operator at any time that there will be any material change or delay to the implementation of the Mobilisation Plan then, within ten (10) Business Days of being so required by the Authority's Representative or (if earlier) becoming aware of the same, the Operator shall:

(a) submit to the Authority's Representative a report identifying the reasons for such material change or delay; and

(b) at the same time as submitting the report in accordance with clause 9.4(a) submit to the Authority's Representative, a revised Mobilisation Plan.

Data Classification: Public

PART 6 – THE SERVICES

10. Passenger Services

10.1 Provision of Passenger Services

The Operator shall, from the Operating Commencement Date, provide the Passenger Services in accordance with the provisions of this Agreement.

10.2 Service obligations

The Operator shall provide the Passenger Services in accordance with Good Industry Practice.

10.3 General duties

(a) The Operator shall not discriminate against any person on the grounds of gender, marital status, family status, sexual orientation, religion, age, disability, race or membership of the travelling community in the provision of the Services.

(b) The Operator shall ensure that the Services are provided:

(i) in accordance with Good Industry Practice;

(ii) with reasonable skill, care and diligence, by appropriately skilled and qualified personnel; and

(iii) in accordance with the Road Transport Working Time Directive.

(c) The Operator shall liaise with all relevant Key Event Stakeholders in order to ensure effective delivery of the Services and the services of Key Event Stakeholders.

10.4 Route

(a) The Operator shall provide the Services on the Route in accordance with Schedule 2 *(Service Specification*) and subject to the conditions set out in the Service Specification.

(b) The Operator shall cooperate fully with the Authority where the Authority notifies the Operator that there will be a change to the Service Specification.

A Service Specification change implemented in accordance with this clause 10.4(b) shall not result in a change to the Daily Charge or the Daily Fuel Charge, as the case may be, unless otherwise agreed by the Authority in accordance with clause 27 (*Variations*).

10.5 Training

(a) The Operator and all Drivers for the Route shall undergo training in accordance with all applicable guidelines, including training on the Route, and any safety and security incident response training or other Event related training that may be organised by Key Event Stakeholders or the Authority at such time.

(b) The Operator shall ensure that all Drivers complete the necessary Route training prior to the Operating Commencement Date.

10.6 Social media policy

Data Classification: Public

The Operator will ensure that, for the duration of the Operating Period, it retains a suitable social media policy, including addressing social media usage by employees.

11. **[Not Used]**

12. **Legal Requirements/Compliance with Laws**

12.1 General

The Operator shall perform, and shall procure that the Services are performed, in accordance with Applicable Law and legal requirements.

12.2 Consents and licences

The Operator shall obtain, and shall maintain at all times during this Agreement, all necessary licences, certificates and policies required by law, including those items specified in Schedule 11 (*Required Documents*).

13. **Operator Staff**

13.1 General requirements

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

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

(c) The Operator shall train Operator Staff in their duties and responsibilities with particular emphasis on customer service and accessibility awareness.

13.2 Driver requirements

(a) The Operator will ensure that all Drivers:

(i) hold a Full Driving Licence;

(ii) hold a current valid Drivers CPC Qualification Card for the relevant category of vehicle; and

(iii) hold any other qualifications and/or permits as may be required by law from time to time.

(b) Copies of:

(i) all Full Driving Licences; and

(ii) Driver CPC Qualification Cards,

used in the provision of the Services must be produced to the Authority on request.

14. **Operator Facilities**

14.1 Operator Staff Facilities

Data Classification: Public

(a) The Operator shall provide appropriate Operator Staff Facilities for all Operator Staff during the Event Training Period and the Operating Period.

(b) The Operator shall, at its own cost, obtain and maintain in full force any required consents or permissions for the use of the Operator Staff Facilities.

14.2 Vehicle Facilities

(a) The Operator shall provide appropriate Operator Vehicle Facilities during the Event Training Period or the Operating Period.

(b) The Operator shall, at its own cost, obtain and maintain in full force any required consents or permissions for the use of the Operator Vehicle Facilities.

(c) The Operator shall ensure that the Vehicles are parked at the Authority Vehicle Facilities when not in use.

(d) The maintenance and repair services contemplated by clause 15.3 (*Maintenance and repair*) during the Event Training Period and the Operating Period shall ordinarily be carried out at the Operator Vehicle Facilities.

(e) The Operator shall:

(i) not do or omit to do or knowingly permit to be done or omitted to be done anything which may reasonably be expected to expose the Vehicles to penalty, forfeiture, impounding, detention, appropriation, damage or destruction (other than in the course of the provision of the normal Services) and without prejudice to the foregoing, if any such situation arises, the Operator shall give the Authority prompt notice thereof and use all reasonable endeavours immediately to remedy such situation; and

(ii) shall take all necessary steps to ensure that the storage of each Vehicle is not contrary to any Applicable Law.

15. Vehicles

15.1 Provision of Vehicles

(a) Except with the approval of the Authority, the Operator shall not commence the Services other than with a Vehicle meeting the requirements of clause 15.2 (*Vehicle requirements*) and Schedule 3 (*Vehicle Specification*).

15.2 Vehicle requirements

(a) Each Vehicle, at any time, shall:

(i) meet the requirements of this Agreement, including being fully fitted with the Equipment set out in Schedule 3 (*Vehicle Specification*) and such other equipment as the Authority may require from time to time;

(ii) comply with any or all emission standards for pollutants and noise in respect of vehicles of that type;

(iii) meet all minimum statutory, regulatory and technical requirements specified by Applicable Law and under this Agreement;

Data Classification: Public

(iv) have a licensed seating capacity of not less than the number set out in Schedule 3 (*Vehicle Specification*), unless otherwise agreed by the Authority; and

(v) be maintained in a clean condition throughout, both interior and exterior.

(b) The cleanliness of the Vehicle shall be checked by the appropriate Operator Staff at regular intervals throughout each Operating Day.

(c) The Authority may inspect the Vehicles at any time during the Event Training Period and the Operating Period.

15.3 Maintenance and repair

The Operator shall maintain, service and repair the Vehicles (or ensure that the Vehicles are maintained, serviced and repaired) using suitably qualified personnel so as to:

(a) keep each Vehicle in good repair, condition and appearance and roadworthy (fair wear and tear excepted); and

(b) 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 Vehicles.

15.4 Vehicle documentation

The Operator shall procure that all documentation, licences and certificates associated with the Vehicles will be kept up to date at all times during the Operating Period.

15.5 Spare Vehicles and Drivers

The Operator shall maintain and make available for use sufficient quantities of spare Vehicles (the "**Spare Vehicles**") and spare Drivers (the "**Spare Drivers**") at all times and shall ensure that each of the Spare Vehicles and Spare Drivers can be mobilised to replace a Vehicle or Driver if necessary, in a reasonable time.

16. Security Requirements

16.1 Security Requirements

(a) The Operator and the Operator Staff shall comply with all Security Requirements issued by the Authority or members of An Garda Síochána.

(b) The Operator shall use all best endeavours and in accordance with Good Industry Practice to mitigate the consequences on Passenger Services of compliance with Security Requirements.

17. Publicity

17.1 Publicity

The Operator shall comply with all publicity requirements of the Authority which are notified to it.

Data Classification: Public

17.2 Advertising and Press Releases

(a) The Operator may not place commercial advertising on the interior or exterior of the Vehicle(s), without the prior written consent of the Authority.

(b) All press releases and promotional material featuring in the public domain must be approved and signed off by the Authority in advance of publication.

Data Classification: Public

PART 7 – FARES AND PAYMENT

18. **Fares**

The Operator shall not collect any fares from Passengers.

19. **Payment**

19.1 Acknowledgments

(a) The Authority agrees that the Operator is entitled to receive:

(i) in respect of the satisfaction of the Mobilisation Milestones during the Mobilisation Stage, the Mobilisation Fee;

(ii) for the provision of the Passenger Services during the Operating Period, the Operating Fee; and

(iii) in respect of demobilisation in accordance with the Demobilisation Tasks, the Demobilisation Fee (where applicable);

in each case as determined in accordance with Schedule 8 (*Payments*).

(b) Each of the Mobilisation Fee, the Operating Fee and the Demobilisation Fee shall be payable in arrears.

19.2 Payment Process for the Mobilisation Fee

(a) The Mobilisation Fee is payable in Milestone Payments in accordance with Part B of Schedule 8 (*Payments*).

(b) Unless otherwise agreed by the Authority, the Operator shall submit to the Authority an invoice for a Milestone Payment within five (5) Business Days after the issue by the Authority of a Milestone Acceptance Certificate.

(c) Each invoice must:

(i) comply with the requirements of:

(A) clause 19.7 (*Value-Added Tax*); and

(B) Schedule 8 (*Payments*); and

(ii) set out:

(A) the amount of the Milestone Payment; and

(B) any deductions to such Milestone Payment in accordance with Schedule 8 (*Payments*).

(d) The invoice submitted by the Operator shall be accompanied by the information referred to in clause 19.6 (*Additional information required*).

(e) Failure to satisfy the requirements of this clause 19 may result in payment or discharge of the Mobilisation Fee being delayed or denied.

Data Classification: Public

19.3 Payment Process for the Operating Fee

(a) Unless otherwise agreed by the Authority, the Operator shall submit to the Authority an invoice for the Operating Fee in respect of the Passenger Services provided during the Operating Period within five (5) Business Days of the approval by the Authority of the Final Report in accordance with Schedule 6 (*Reports*).

(b) The invoice must:

(i) comply with the requirements of:

(A) clause 19.7 (*Value-Added Tax*); and

(B) Schedule 8 (*Payments*); and

(ii) set out:

(A) the Daily Charge payable with respect to each category of Operating Day in the Operating Period;

(B) the number of each category of Operating Days in the Operating Period;

(C) any Service Deductions applicable.

(c) The invoice submitted by the Operator shall be accompanied by the information referred to in clause 19.6 (*Additional information required*).

(d) Failure to satisfy the requirements of this clause 19 may result in payment or discharge of the Operating Fee being delayed or denied.

19.4 Payment Process for the Demobilisation Fee

(a) Unless otherwise agreed by the Authority, the Operator shall submit to the Authority an invoice for the Demobilisation Fee within five (5) Business Days of completion of all activities specified in the Demobilisation Tasks.

(b) The invoice must:

(i) comply with the requirements of:

(A) clause 19.7 (*Value-Added Tax*); and

(B) Schedule 8 (*Payments*); and

(ii) set out:

(A) the amount of the Demobilisation Fee; and

(B) [any deductions to the Demobilisation Fee in accordance with Schedule 8 (*Payments*)].

(c) The invoice submitted by the Operator shall be accompanied by the information referred to in clause 19.6 (*Additional information required*).

Data Classification: Public

(d) Failure to satisfy the requirements of this clause 19 may result in payment or discharge of the Demobilisation Fee being delayed or denied.

19.5 Payment or discharge

The Authority shall pay the Operator within thirty (30) days of receipt of a valid invoice, or such other period as may be agreed between the Authority and the Operator.

19.6 Additional information required

The Authority shall only be obliged to pay, or otherwise arrange for the discharge of, the Operating Fee in accordance with this Agreement upon it receiving:

(a) a Daily Report in accordance with Schedule 6 (*Reports*) for each Operating Day in the Operating Period;

(b) the Final Report in accordance with Schedule 6 (*Reports*); and

(c) any other supporting information that may be required by the Authority (including a Tax clearance certificate or other confirmation of the Operator's suitability on tax grounds),

in each case, in form and substance satisfactory to the Authority.

19.7 Value-Added Tax

(a) Except where otherwise expressly stated in this Agreement or otherwise applicable at law, all charges payable by the Authority under this Agreement are VAT exempt in accordance with paragraph 14(3) of Schedule 1 of the Value-Added Tax Consolidation Act 2010.

(b) If the provision of public transportation is no longer treated as an exempt supply or is treated as subject to VAT, the Operator may give notice to the Authority to this effect, together with material (satisfactory to the Authority) evidencing or demonstrating this.

(c) Where the Authority is satisfied that the provision of public transportation is no longer treated as an exempt supply or is treated as subject to VAT, in which case:

(i) the Authority and the Operator shall revise the charges so that the Operator is "no better no worse" in accordance with paragraph (d); and

(ii) VAT shall be payable in addition to the revised charge and the Authority shall pay to the Operator the amount of the VAT properly chargeable in sufficient time to allow the Operator to meet its payment obligations in respect of VAT;

(d) In revising the charges in accordance with this clause 19.7:

(i) the Operator shall provide to the Authority such information as would be required by clause 27 (*Variations*) if the change in the VAT treatment had been the subject of a change request in accordance with clause 27 (*Variations*);

(ii) the Parties shall engage in good faith in resolving this so that the Operator is "no better no worse"; and

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(iii) without prejudice to any other provision of this Agreement, the Authority will be entitled to inspect and audit the records of the Operator in connection with such revision.

(e) No payment is to be made under this clause 19.7 in respect of VAT unless the Authority has received from the Operator a valid VAT invoice in respect of the relevant supply.

(f) For the purposes of this clause 19.7, "no better no worse" is to be construed by reference to the costs of, and VAT input credits available to, the Operator both before and after the provision of public transportation being no longer treated as an exempt supply or is treated as subject to VAT, such that the net position of the Operator remains unchanged between before and after such occurring.

20. Service Levels/Deductions

20.1 Service Deduction

The service deduction regime set out in Schedule 7 (*Required Service Levels*) applies to this Agreement and the provision of the Passenger Services.

20.2 Effect on Operating Fee

The Operating Fee payable to the Operator in respect of the Operating Period shall be reduced by the Service Deductions (if any).

Data Classification: Public

PART 8 – DATA PROTECTION AND FREEDOM OF INFORMATION

21. Data Protection

21.1 Authority and Operator as separate controllers

It is acknowledged and agreed by the Parties that each Party acts as separate and independent controller in relation to personal data relating to Drivers. Each Party shall:

(a) comply with its respective obligations under Data Protection Law in relation to this Agreement;

(b) promptly provide the other party such reasonable cooperation, information and assistance as may be required from time to time to enable such other party to comply with its obligations under Data Protection Law; and

(c) not knowingly perform its obligations under this Agreement in such a way as to cause the other to breach any of its obligations under Data Protection Law.

21.2 Authority and Operator as controller / processor

Without prejudice to clause 21.1 (*Authority and Operator as separate controllers*), the Operator acknowledges that, in providing the Services under this Agreement, the Operator will process personal data within the meaning set out in Data Protection Law on behalf of the Authority. In such circumstances, the Operator acknowledges that the Authority is the controller and the Operator is the processor, as each term is defined in Data Protection Law, and the Operator agrees that:

(a) details of:

(i) the subject-matter and duration of the data processing;

(ii) the nature and purpose of the data processing; and

(iii) the type(s) of personal data and categories of data subjects,

are as set out in Schedule 9 (*Data Protection*);

(b) the Operator will only process such personal data in accordance with the documented instructions of the Authority acting on behalf of the Authority, including with regard to transfers of personal data to a third country and solely as strictly necessary for the performance of its obligations under this Agreement;

(c) the Operator shall ensure that the persons authorised by the Operator to process such personal data are bound by appropriate confidentiality obligations;

(d) the Operator shall implement such technical and organisational security measures as are required to comply with the data security obligations under Data Protection Law;

(e) the Operator shall not engage any sub-processor without the prior written consent of the Authority and where the Authority has consented to the appointment of a sub-processor, the Operator must not replace or engage other sub-processors without the prior written consent of the Authority;

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(f) where any sub-contractor of the Operator will be processing such personal data on behalf of the Authority, the Operator shall ensure that a written contract exists between the Operator and the sub-contractor containing clauses equivalent to those imposed on the Operator in this clause 21. In the event that any sub-processor fails to meet its data protection obligations, the Operator shall remain fully liable to the Authority for the performance of the sub-processor's obligations;

(g) the Operator shall inform the Authority immediately in the event of receiving a request from a data subject to exercise their rights under Data Protection Law and provide such co-operation and assistance as may be required to enable the Authority to deal with such request in accordance with the provisions of Data Protection Law;

(h) the Operator shall assist the Authority by implementing appropriate technical and organisational measures to allow the Authority to comply with requests from data subjects to exercise their rights under Data Protection Law;

(i) the Operator shall assist the Authority in ensuring compliance with its obligations in respect of security of personal data under Data Protection Law, data protection impact assessments and prior consultation requirements under Data Protection Law;

(j) where the Operator ceases to provide services relating to data processing, the Operator shall:

(i) at the choice of the Authority, delete or return all such personal data to the Authority; and

(ii) except as required by Applicable Law, delete all existing copies of such personal data unless EU law or the laws of an EU Member State require storage of the personal data;

(k) the Operator shall:

(i) make available to the Authority all information necessary to demonstrate compliance with the obligations laid down in this clause 21; and

(ii) allow for and assist with audits, including inspections, conducted by the Authority or another auditor mandated by the Authority, in order to ensure compliance with the obligations laid down in this clause 21, including its data security obligations under Data Protection Law; the Authority shall be entitled, at its discretion, to accept adherence by the Operator to an approved code of conduct or an approved certification mechanism to aid demonstration by the Operator that it is compliant with the provisions of this clause 21;

(l) the Operator shall inform the Authority immediately if, in its opinion, it receives an instruction from the Authority which infringes Data Protection Law;

(m) the Operator shall notify the Authority immediately after becoming aware of any personal data breach (as defined in Data Protection Law) and provide the Authority with such co-operation and assistance as may be required to mitigate against the effects of, and comply with any reporting obligations which may apply in respect of, any such breach; and

(n) no such personal data shall be transferred outside of the European Economic Area by the Operator or any of its agents or sub-processors without the prior written consent of the Authority which consent may be subject to terms and conditions (including that

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the data importer enters into model clauses in the form approved by the European Commission and, where relevant, complies with the provisions regarding sub-processors contained in such model contracts in respect of any sub-processors). The Operator shall comply with the requirements of Data Protection Law in respect of transfers of such personal data outside of the European Economic Area, to the extent that the Authority consents to any such transfer.

22. Freedom of Information

22.1 Acknowledgment

The Operator acknowledges and agrees that:

(a) the Authority is an "FOI body" (as defined in, and for the purposes of, the Freedom of Information Act 2014);

(b) information provided by the Operator to the Authority may be the subject of a request under the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 (the "**Access to Information on the Environment Regulations**") or other similar statutory process; and

(c) in respect of any record in the possession of the Operator relating to the Services, it shall, if so requested by the Authority for the purpose of the Freedom of Information Act 2014 or the Access to Information on the Environment Regulations or other similar statutory process, give such a record to the Authority for retention by the Authority for such period as is reasonable in the circumstances.

22.2 Operator obligation

If the Operator consider that any information provided to the Authority is commercially sensitive, confidential or of a personal nature, the Operator must, at the time of providing the information:

(a) identify such information; and

(b) specify why it is commercially sensitive, confidential or of a personal nature (or otherwise should be considered as falling within one or more of the exemptions under the Freedom of Information Act 2014, Access to Information on the Environment Regulations or other similar statutory process for disclosure of information).

22.3 Consultation

The Authority will consult the Operator, where required to do so under the applicable statutory regime, before a decision in favour of release is made.

Data Classification: Public

PART 9 – REPORTING, MONITORING AND THIRD PARTY EVENTS

23. Reporting and Monitoring

23.1 Inspections/audits

(a) The Authority may carry out inspections or audits to verify the Operator's compliance with the requirements of this Agreement (including, without limitation, to verify the accuracy of data provided by the Operator under this clause 23 at all reasonable times and on reasonable notice to the Operator, including:

(i) inspections of all activities and records; and

(ii) taking copies of records relating to the operation of the Services.

(b) Without prejudice to paragraph (a), the Authority shall not be obliged to give notice to the Operator if they are satisfied (acting reasonably) that such notice would prejudice the efficacy of any audit.

23.2 Provision of information

(a) The Operator shall:

(i) make all records and reports contemplated by this Agreement available to the Authority on request or otherwise at such intervals as is set out in Schedule 6 (*Reports*); and

(ii) provide such information in relation to the Services or this Agreement as the Authority may require.

(b) Without prejudice to paragraph (a)(ii), the Operator shall disclose all performance-related information requested by the Authority in order to determine the extent of the Operator's compliance with the Service Levels.

24. Improvement Notice

24.1 Improvement notice

The Authority may issue an Improvement Notice to the Operator, in circumstances including:

(a) where it becomes aware of a breach by the Operator of this Agreement;

(b) without prejudice to whether any of the following is a breach of this Agreement:

(i) where it has received complaints about the Services;

(ii) where it becomes aware of unsatisfactory cleanliness of the Vehicle(s) (interior or exterior);

(iii) where it becomes aware of unsatisfactory physical repair or condition of the Vehicle(s) (interior or exterior);

(iv) where it becomes aware of inadequate internal heating of the Vehicle(s);

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(v) where it becomes aware of inadequate display of information signs on the Vehicle(s);

(vi) where it becomes aware of inadequate or late provision of required information or data to the Authority; or

(vii) where it becomes aware of unsatisfactory maintenance of records in relation to the Vehicle(s); and

(c) where it is aware of a failure to comply with a particular Service Level, action required by an Improvement Notice or other requirement contemplated by this Agreement,

specifying improvements to be implemented to the Services and the date by which such improvements must be implemented.

24.2 Operator obligation

The Operator shall comply with any Improvement Notice received by it, including in relation to any period specified in such Improvement Notice.

25. **Postponement of Event**

25.1 Event rescheduling

(a) If, for any reason, the Event Organisers determine that:

(i) a Practice Day;

(ii) the Opening Day;

(iii) a Championship Day; or

(iv) the Final Day,

is to be rescheduled or suspended, then the Operator's obligation to provide some or all of the Passenger Services in accordance with this Agreement may be suspended or rescheduled for such period as the Authority determines.

(b) If any of the Operating Days outlined in paragraph (a) are rescheduled or suspended, all references in this Agreement to the relevant Operating Day(s) shall be construed as referring to the date(s) notified by the Authority.

25.2 Rescheduled Operating Period

If any of the Passenger Services are suspended or rescheduled pursuant to clause 25.1, the Operating Period shall be extended until the final day of the provision of Passenger Services as notified by the Authority to the Operator.

25.3 Impact on Operating Fee

Where some or all of the Passenger Services have been suspended or rescheduled by the Authority pursuant to clause 25.1, the Operating Fee shall be amended in accordance with the terms of Schedule 8 (*Payments*).

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26. **Force Majeure**

(a) If either the Operator or the Authority is affected by Force Majeure, it shall forthwith notify the other Party of the nature and extent thereof.

(b) Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other Party, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement:

(i) to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Party; and

(ii) the time for performance of that obligation shall be reasonably extended accordingly.

(c) If the Force Majeure in question prevails for a continuous period in excess of seven (7) consecutive days, the Operator shall enter into *bona fide* discussions with the Authority with a view to:

(i) alleviating its effects; and

(ii) agreeing, as soon as possible, such alternative arrangements as may be fair and reasonable to enable the Route to continue.

(d) Either Party shall have a right to terminate this Agreement, without penalty or liability (except for any amount correctly due and owing) after thirty (30) consecutive days if:

(i) the Force Majeure shall have continued for such period;

(ii) the Force Majeure shall have had an ongoing material and substantive effect preventing the Party from performing its obligations for that period; and

(iii) the Parties have not by then reached agreement on alleviating its effects or providing or agreeing to an alternative arrangement.

Data Classification: Public

PART 10 – VARIATIONS

27. Variations

27.1 Variations

Any Variation shall be considered in accordance with this clause 27.

27.2 Change request

(a) A Variation shall be made by way of a change request.

(b) Change requests may be submitted by:

(i) the Authority to the Operator; or

(ii) the Operator to the Authority.

(c) A change request shall be in writing and shall (at a minimum) set out:

(i) details of the proposed Variation;

(ii) a detailed explanation for the rationale of the proposed Variation;

(iii) details of the impact the Variation would have on the Services (if agreed);

(iv) details of the cost implications (whether increase or decrease) of the Variation if agreed.

(v) to the extent that the proposed Variation will entail an increase in costs of the Operator, the Authority may specify whether details of such cost implications shall be catered for by way of a proposed increase to the Mobilisation Fee, and/or Daily Charge or by way of reimbursement of vouched reasonably incurred expenses; and

(vi) any further information as may be reasonably required by the receiving party in order to consider the proposed Variation (and such information may be provided separately in response to a request from the receiving party).

27.3 Change response

(a) Upon receipt of the change request, the receiving party shall prepare a change request response as soon as possible and in any event:

(i) in the case of the Mobilisation Stage, within fifteen (15) Business Days of receipt of the change request; and

(ii) in the case of the Operational Period, within one (1) Business Day of receipt of the change request.

(b) The receiving party may seek additional or supplemental information to the extent required to prepare such response.

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(c) The Operator and the Authority may agree to extend the period of time required to prepare the response where additional or supplemental information has been requested.

(d) The Party requesting the variation shall consider the change request response and, subject to applicable legal requirements, the Parties shall negotiate further to the extent necessary to come to an agreement regarding the variation.

27.4 Possible Variations during the Mobilisation Stage

The Parties acknowledge that Variations may be required during the Mobilisation Stage in connection with the provision by the Authority or a Key Event Stakeholder of the Operator Vehicle Facilities contemplated by clause 14.2 (*Operator Vehicle Facilities*) whether prompted by:

(a) the inability of the Operator, acting reasonably, to source appropriate Operator Vehicle Facilities;

(b) the discretion of the Authority; or

(c) otherwise.

27.5 Possible Variations during the Operating Period

The Parties acknowledge that Variations may be required during the Operating Period in connection with:

(a) the number of Vehicles being operated for the provision of Passenger Services, whether prompted by:

(i) the needs of Passengers;

(ii) changes to Schedule 2 (*Service Specification*);

(iii) the discretion of the Authority; or

(iv) otherwise; or

(b) as a consequence of a Security Requirement, whether prompted by:

(i) an instruction received from An Garda Síochána; or

(ii) an instruction received from the Authority's Representative.

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PART 11 – INDEMNITIES AND INSURANCES

28. Indemnities

28.1 The Operator shall indemnify the Authority and keep the Authority effectively indemnified from and against any and all:

(a) losses;

(b) claims (including legal fees);

(c) damages;

(d) costs;

(e) expenses;

(f) liabilities;

(g) demands; and

(h) proceedings and actions,

which the Authority may suffer or incur (or which may be brought or established against the Authority and/or the Operator by any person arising directly or indirectly out of the acts or omissions of the Operator including:

(i) in respect of any breach by the Operator of its obligations under this Agreement; and

(ii) the performance of its obligations under this Agreement.

29. Insurances

29.1 Insurance

(a) The Operator shall, during the Event Training Period and the Operating Period, effect and maintain such insurance as may be necessary in relation to any potential liability of the Operator arising in connection with the supply of the Route and shall apply in respect of all aspects of the provision of the Services, including during any maintenance of the Vehicles.

(b) The insurance contemplated by paragraph (a) shall include, at a minimum, the levels, indemnity requirements and types of insurance referred to in Schedule 9 (*Insurance Requirements*) and shall be subject to the prior approval of the Authority.

29.2 Insured Parties

Without prejudice to Schedule 9 (*Insurance Requirements*), the Authority shall be named as an insured party in respect of the public liability insurance policy to be effected and maintained by the Operator in accordance with Schedule 9 (*Insurance Requirements*).

29.3 Production of information

Data Classification: Public

The Operator shall produce for inspection all insurance policies and receipts pertaining to the payment of each premium payable on such policies when called upon to do so by the Authority.

Data Classification: Public

PART 12 – TERMINATION / EXPIRY

30. Termination

30.1 Right to terminate

At all times, the Authority shall be entitled to immediately terminate this Agreement, or to terminate this Agreement on such terms and conditions as the Authority may specify, by notice to the Operator:

(a) if the Operator is unable or prevented through incapacity or any other cause from providing the Services;

(b) if the Operator is guilty of any gross/serious misconduct or wilful neglect in the discharge of his or her duties under this Agreement;

(c) if the Operator is adjudicated a bankrupt or subjected to insolvency proceedings or has a receiver, manager, liquidator, examiner, process adviser or similar officer appointed over the Operator's assets (or if an effective resolution is passed for the appointment of any such officer), or if the Operator ceases to, or threatens to cease to, carry on business or if the Operator is not in a position to pay its debts as they fall due;

(d) if the Operator fails to comply with the Mobilisation Plan in accordance with clause 9.3(a) (*Operator Obligations*);

(e) if the Operator does not obtain, or fails to maintain, any necessary licences, certificates or policies as required under clause 12 (*Legal Requirements / Compliance with Laws*);

(f) if any other event occurs in relation to the Operator which might reasonably be expected to materially and adversely affect the ability of the Operator to comply with its obligations under this Agreement;

(g) where the Operator fails to provide the training required pursuant to clause 10.5 (*Training*);

(h) the Operator has, at the time of contract award, been in one of the situations referred to in Article 57(1) and 57(2) of the European Union (Award of Public Authority Contracts) Regulations 2016 justifying exclusion from the procurement procedure pursuant to Regulation 89(1) of the European Union (Award of Contracts by Utility Undertakings) Regulations 2016;

(i) if the Operator is in material or persistent breach of any of the terms of this Agreement and either that:

(i) breach is incapable of remedy, or

(ii) the Operator fails to remedy that breach within:

(A) ten (10) Business Days during the Mobilisation Stage; or

(B) one (1) Business Days during the Operating Period,

after receiving notice requiring it to remedy that breach.

Data Classification: Public

30.2 Procurement termination

(a) The Authority may, at any time, terminate this Agreement early on such notice as it considers appropriate in the event that a challenge to the award of this Agreement to the Operator or to any aspect of the competition leading to award of this Agreement is or has been made by any person on the grounds of non-compliance with national or EU public procurement rules.

(b) Without prejudice to clause 30.1 (*Right to terminate*) or paragraph 30.2(a), the Authority may terminate this Agreement in accordance with this clause 30.2 where:

(i) the Operator has, at the time of contract award, been in one of the situations referred to in Article 57(1) and 57(2) of the European Union (Award of Public Authority Contracts) Regulations 2016 justifying exclusion from the procurement procedure pursuant to Regulation 89(1) of the European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (the "**Utilities Regulations**");

(ii) in the opinion of the Authority, the Agreement has been subject to a substantial modification which would have required a new procurement procedure pursuant to Regulation 97 of the Utilities Regulations; or

(iii) the Agreement should not have been awarded to the Operator in view of a serious infringement of the obligations under the Treaties governing the European Union or the Utilities Regulations that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

(c) The Operator shall not be entitled to any payment or to any compensation (whether for loss of profit for services not provided or for loss of opportunity or reputation or otherwise) or remedy whatsoever as a result or in respect of early termination of this Agreement in accordance with this clause 30.2.

30.3 General termination right

Without prejudice to clause 30.1 (*Right to terminate*) or clause 30.2 (*Procurement termination*), the Authority shall be entitled to terminate this Agreement at any time upon the giving of eight (8) weeks' notice to the Operator.

30.4 Exclusion of liability

(a) Where the Authority elects to terminate this Agreement, it shall not be liable to the Operator for:

(i) any costs, expenses, disbursements or losses other than payment of the Operating Fee and/or the Mobilisation Fee and/or the Demobilisation Fee, or part thereof as applicable properly due and owing in respect of Services performed in advance of termination;

(ii) any loss of profits, loss of fees, loss of chance or other similar losses; or

(iii) any indirect losses or consequential losses,

arising out of termination of the Operator's engagement under this Agreement.

Data Classification: Public

(b) If this Agreement is declared "ineffective" pursuant to Regulation 9(1)(b) of the European Communities (Award of Contracts by Utility Undertakings) (Review Procedures) Regulations 2010:

(i) the Authority shall have no liability to the Operator other than in respect of Services provided prior to the date on which such "ineffectiveness" order takes effect (which amount shall be determined in accordance with clause 19 (*Fares and Payment*) by reference to the period to the date of termination); and

(ii) under no circumstances shall the Operator be entitled to any payment or compensation for loss of profit for services not provided consequent on such declaration of ineffectiveness or for loss of opportunity or reputation or breach of statutory duty or otherwise or any other remedy whatsoever as a result or in respect of any such declaration of "ineffectiveness".

30.5 Acknowledgment

(a) The Authority and the Operator acknowledge and agree that it is intended that the provisions of this clause 30 shall apply as a binding agreement between them which shall, to the extent permissible by law, survive and operate independently of this Agreement notwithstanding any declaration of ineffectiveness of this Agreement.

(b) Termination of this Agreement shall be without prejudice to any right or remedy of any Party against the other accruing or accrued at any time relating to the period prior to such termination.

31. **Transfer of undertakings**

31.1 The Parties acknowledge that the Services are provided by the Operator for a defined period connected to the Event, that there is no prior operator providing the same or substantially similar services on the Route, and that no successor operator is anticipated following the expiry of this Agreement. Accordingly, the Parties do not anticipate that the European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 (the "**Transfer Regulations**") will apply to the commencement or expiry of this Agreement.

31.2 Notwithstanding clause 31.1, if it is determined (whether by a court, tribunal or otherwise) that the Transfer Regulations apply to the commencement, termination or expiry of this Agreement, the Operator shall:

(a) fully comply with its obligations under the Transfer Regulations, including its information and consultation obligations pursuant to Regulation 8 of the Transfer Regulations; and

(b) cooperate with the Authority and provide any reasonably necessary information and assistance as may reasonably be required by the Authority in connection with its obligations under the Transfer Regulations.

Data Classification: Public

PART 13 – MISCELLANEOUS PROVISIONS

32. **Assignment**

(a) The Operator shall not be entitled to assign, transfer or sub-contract to any third party the benefits and burdens of this Agreement without the prior written consent of the Authority.

(b) The Operator shall remain primarily liable for the performance of its obligations under this Agreement notwithstanding any sub-contracting whether pursuant to this clause or otherwise.

33. **Set-Off**

(a) The Operator shall not be entitled to retain or set-off any amount due to it by the Authority against any amounts due to the Authority by it.

(b) The Authority may retain or set-off any amount due to it by the Operator under this Agreement against any amount due by the Authority to the Operator under this Agreement.

34. **Notices**

34.1 Requirement for writing

Unless otherwise specified in this Agreement or agreed by the Parties, any communication, approval or consent under this Agreement shall be in writing.

34.2 Notice to Authority

(a) Any notice to be given by the Operator to the Authority under this Agreement shall, unless otherwise directed by the Authority, be addressed to the Authority at the following address:

Address:	Haymarket House, Smithfield, Dublin 7, D07 CF98
e-mail:	[•]

34.3 Notice to Operator

Any notice to be given by the Authority to the Operator under this Agreement shall, unless otherwise directed by the Authority, be addressed to the Operator at the following address:

Address:	[•]
e-mail:	[•]

34.4 Changes

Either Party may change its address for the receipt of notices to another address in the State by serving a notice to that effect to the other Party.

34.5 Receipt

Data Classification: Public

Except where otherwise provided in this Agreement, any notice shall be deemed to have been given:

(a) if sent by hand, when delivered;

(b) if sent by registered post, one (1) Business Day after posting; or

(c) if sent by e-mail, at the time of confirmation of receipt by the addressee.

35. **Confidentiality**

35.1 Confidential information

Each party (the "**Receiving Party**") recognises that under or in connection with this Agreement it may receive or become apprised of information belonging or relating to the other party (the "**Disclosing Party**") including:

(a) concerning the existence or scope of this Agreement or the Services;

(b) any draft or final report;

(c) any strategy or decision relating to the Services;

(d) the reason why the Services are being provided;

(e) the proposed business objective of the Authority in procuring the Services;

(f) any information, documents, data, designs and drawings relating to the Services;

(g) any Dispute in connection with this Agreement; and

(h) the business, affairs, technology, customers, or suppliers of the Authority,

(the "**Confidential Information**").

35.2 Receiving Party obligations

The Receiving Party agrees:

(a) only to use the other party's Confidential Information for the purposes of performing its obligations under this Agreement or (in the case of the Authority) for the purpose of availing of or receiving the benefit of this Agreement or for the purpose of enforcing its rights pursuant to or defending a claim in respect of this Agreement (the "**Permitted Purposes**");

(b) subject to clause 35.4 (*Permitted Disclosure by the Receiving Party*), not to divulge the Disclosing Party's Confidential Information to any third party except to the extent reasonably necessary for the Permitted Purposes,

unless, in either case, the Disclosing Party has given its prior written consent to such other uses or disclosures.

35.3 Exceptions

Data Classification: Public

The restrictions in clause 35.2 (*Receiving Party obligations*) shall not apply (whether whilst this Agreement is in force or after) to information which:

(a) is in, or comes into the public domain (except if this is as a result of a breach by either party of this clause 35);

(b) is required to be disclosed by Law;

(c) was already in the Receiving Party's possession before disclosure by the Disclosing Party as aforesaid, without any restriction as to its use;

(d) subsequently lawfully comes into the Operator's possession free from restriction from a third party who is entitled to disclose same; or

(e) is required to be disclosed by the order of a court of competent jurisdiction, any Regulatory Body or governmental body.

35.4 Permitted Disclosure by the Receiving Party

The Receiving Party may disclose the Disclosing Party's Confidential Information to any of its directors, officers, employees, agents, service providers and professional advisors (and, where relevant, to its parent or group company directors or officers) (each a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Agreement. The Receiving Party shall ensure that each Recipient is made aware of and agrees to comply with the Receiving Party's confidentiality obligations under this Agreement as if the Recipient was a party to this Agreement. Notwithstanding the foregoing, the Receiving Party shall be liable for any breach by a Recipient of the confidentiality obligations set out in this Agreement as if the breach had been committed by the Receiving Party itself

35.5 Indemnity

The Operator shall indemnify the Authority against any actions, damages, claims, loss or proceedings or costs arising from any breach of this clause 35 by the Operator.

35.6 Survival

The provisions and obligations set out in this clause 35 shall survive and remain in force upon and following the termination of this Agreement.

36. **Agency / Employees**

(a) The Operator acknowledges and accepts that it is and operates as an independent contractor and is not, nor will be, an agent, employee or partner of the Authority.

(b) The Operator's employees are not, nor will be, construed or deemed to be employees of Authority for any purpose.

(c) The Operator further acknowledges that it bears full responsibility and liability for the acts, omissions, wrongdoings, representations or misrepresentations of itself, its proprietors, directors, officers, employees or permitted agents, as appropriate.

37. **Amendments**

No amendment to this Agreement shall be binding unless such amendment is in writing and signed by the duly authorised representatives of the Authority and the Operator.

Data Classification: Public

38. **Entire Agreement**

This Agreement, including the Schedules hereto, constitutes the entire agreement between the Parties and supersedes any previous agreement or understanding and shall not be varied except by agreement in writing between the Parties.

39. **Severability**

(a) In the event that any provision of this Agreement is determined to be partially void or unenforceable by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void and unenforceable to that extent only.

(b) The validity and enforceability of any of the other provisions of this Agreement shall not be affected.

40. **Waiver**

(a) A failure by the Authority to exercise any right or remedy provided for in this Agreement shall not in any way be construed as a waiver of such right or remedy or the overall Agreement.

(b) The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

41. **Counterparts**

This Agreement 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 one and the same instrument.

42. **Electronic Execution**

Each Party expressly consents to the electronic execution (and witnessing) of this Agreement, and to the retention and use of the executed Agreement as an electronic original. Each party also confirms that any electronic signature inserted on this Agreement by (or on behalf of) such Party was inserted by the relevant signatory for the purpose of signing and authenticating this Agreement.

43. **Governing Law and Jurisdiction**

The laws of Ireland will govern the validity, construction and performance of this Agreement and the Parties hereto expressly and irrevocably submit to the jurisdiction of the Irish courts for the resolution of disputes relating to this Agreement.

Data Classification: Public

SCHEDULE 1

The Route

1. The Route

1.1 Passenger Services are to be provide on the following Route:

Lot No.	Route No.	Operating return between		Passenger Loading Zones allocated to the Route at the Park and Ride Facility and at the Adare Manor Passenger Terminal	Indicative one-way length (km)
		Park and Ride Facility	Adare Manor Passenger Terminal		
1C	3	Croagh North	Bus Terminal West	4	5.0

1.2 The Operator shall only pick up and set down Passengers at designated areas in the Loading Zones in the terminal facilities. There are no intermediate stops on the Route.

Data Classification: Public

SCHEDULE 2

Service Specification

1. **Hours of Service**

1.1 The first and last Trips shall operate at the following times:

Operating Day	First Trip from all P+R Facilities	Last Trip from all Adare Manor Passenger Terminals
Practice Days: 14/09 and 15/09	05:30	23:00
Opening Day: 16/09	05:30	23:00
Championship Days: 17/09 and 18/09	05:00	23:00
Final Day: 19/09	05:30	23:00

Table 2.1 First Trip/Last Trips times

2. **Hourly Passenger Seat Availability standard**

2.1 The Operator shall ensure Vehicles, Drivers and required Operator Staff are available to meet the Hourly Passenger Seat Availability standard specified in Annex A.

2.2 In Annex A 'Additional EM standby' refers to additional seat capacity to be provided to facilitate 100% of Passenger egress from the Event within a 2-hour duration (i.e. an average of 50% Passenger egress per hour) in the event of adverse weather, early closure, or other emergency situations arising. The Operator shall deploy EM Passenger seat capacity no later than 15 minutes of an instruction from the Authority's Representative.

3. **Passenger Queuing Time standard**

3.1 A Passenger queue forms when one or more Passengers is required to wait prior to boarding a Vehicle.

3.2 When a Passenger queue forms, the maximum time a Passenger shall wait shall not exceed more than 15 minutes (the "Passenger Queuing Time standard").

3.3 Passenger queueing time is measured as the time elapsed in minutes between the time a Passenger joins the back of a queue and the time that a group of Passengers (to which the Passenger is allocated) commence boarding a Vehicle.

3.4 The Operator shall monitor and record Passenger queue times and Passenger queue lengths at no less than fifteen (15) minute intervals in each hour of the Operating Day.

3.5 The Operator shall comply with the requirements of Schedule 6 (*Reports)* in relation to the reporting of Passenger queue times and Passenger queue lengths.

3.6 The Operator shall utilise the number of Loading Zones required to meet the Passenger Queueing Time standard and operate Trips at evenly spaced headways.

Data Classification: Public

3.7 Where Passenger waiting time to board a Vehicle exceeds or is at risk of exceeding 15 minutes, and the Hourly Seat Capacity for the Route has been fully deployed, the Operator shall make best endeavours to deploy additional Vehicles and Drivers from another Route within 15 minutes, where it is reasonably possible to do so.

4. Trip Departures

4.1 When a Passenger queue is not in operation, Trips shall operate no later than 10 minutes after the first Passenger boards a Vehicle.

Data Classification: Public

Annex A

Day	Time Band		Primary Direction of Travel	Hours	Hourly Passenger Seat Capacity by Route (Routes as defined in Schedule 1)
					Route 3
Practice Days	AM		Ingress	First Trip to 11:59	1,680
	LT	Regular operations	Bi-directional	12:00-15:00	1,200
		Additional EM standby		*12:00-15:00*	*+ 600*
	PM	Regular operations	Egress	15:01-21:00	1,800
		Additional EM standby		*15:01-21:00*	*+ 0*
	SW		Egress	21:01 to Last Trip	840
Opening Day	AM		Ingress	First Trip to 11:59	1,800
	LT	Regular operations	Bi-directional	12:00-15:00	1,200
		Additional EM standby		*12:00-15:00*	*+ 1,320*
	PM	Regular operations	Egress	15:01-21:00	1,800
		Additional EM standby		*15:01-21:00*	*+ 720*
	SW		Egress	21:01 to Last Trip	840
Championship Days and Final Day	AM		Ingress	First Trip to11:59	2,520
	LT	Regular operations	Bi-directional	12:00-15:00	1,200
		Additional EM standby		*12:00-15:00*	*+ 1,320*
	PM	Regular operations	Egress	15:01-21:00	2,520
		Additional EM standby		*15:01-21:00*	*+ 0*
	SW		Egress	21:01 to Last Trip	840

Data Classification: Public

SCHEDULE 3

Vehicle Specification

1. General Requirements

1.1 Each Vehicle shall:

(a) be clean, well-presented and maintained in a safe and roadworthy condition (fair wear and tear accepted);

(b) be suitable for operation on the Route and configured to be driven in right hand operation;

(c) where diesel powered, comply at a minimum with Euro V emissions standards;

(d) have not less than a minimum licensed seating capacity of 50 passengers;

(e) be fitted with a fire suppression system compliant with UNECE Regulation 107, SPCR 183;

(f) be fitted with operational smoke detection equipment where required by the fire suppression system;

(g) display electronic LED destination display above the front windscreen. Each Vehicle must display the Route Number and Trip destination in a naming convention agreed with the Authority's Representative;

(h) be fitted with a GPS vehicle tracking system capable of providing real-time Vehicle location to the Operator's Service Control System and where required, the Authority;

(i) not display internal or external commercial advertising, unless otherwise agreed with the Authority;

(j) be equipped with first aid kits appropriate to the number of Passengers capable of being transported on the Vehicle; and

(k) be equipped with fire extinguishers (two (2) litre Aqueous film forming foam certified or the CVRT requirement which must be safely secured) as follows:

(i) Vehicles fitted with lifts should carry a minimum of two (2) extinguishers; and

(ii) Vehicles should carry a minimum of one (1) extinguisher otherwise.

2. Daily Vehicle Standards

2.1 Each Vehicle shall, prior to entering service on each Operating Day:

(a) have successfully completed a daily service check;

(b) be clean internally and externally; and

(c) be fuelled or charged sufficiently for the scheduled operation.

Data Classification: Public

3. Breakdown and Replacement Vehicles

3.1 The Operator shall provide at a minimum one (1) rescue truck at each Park and Ride Facility, capable of being dispatched immediately on notice of a breakdown to recover a Vehicle.

3.2 Where a mechanical failure occurs, the failed Vehicle must be removed within the following time periods:

(a) Loading Zones – within 15 minutes; and

(b) elsewhere on the Route – within 30 minutes.

3.3 Replacement Vehicles shall be provided within 15 minutes of a breakdown to transfer Passengers.

Data Classification: Public

SCHEDULE 4

Mobilisation Stage

1. Mobilisation Services

1.1 This Schedule shall be read in conjunction with clause 9 *(Mobilisation*) of the Agreement,

1.2 The Operator shall establish and operate a programme and project management structure to ensure that its obligations under this Agreement in relation to the Mobilisation Stage proceed in accordance with the Mobilisation Plan.

1.3 The Operator shall liaise, co-operate and co-ordinate and attend meetings with the Authority, Key Event Stakeholders and other Event stakeholders for the purpose of planning the operation of the Passenger Services for the Event including the following:

(a) updated information relating to the Service Specification as a result of updated Event ticket demand and/or operational requirements;

(b) event training requirements;

(c) event emergency response planning;

(d) event safety planning; or

(e) as otherwise maybe required relating to operation of the Event.

1.4 The Operator shall attend at a minimum fortnightly Mobilisation Plan meetings with the Authority to review the progress of the implementation of the Mobilisation Plan.

1.5 The Operator shall prepare and issue progress reports in relation to the Mobilisation Stage in a form agreed with the Authority, the purpose of which shall be to monitor the delivery of the Mobilisation Plan and programme, and during which the risk management plan may be reviewed (each a "**Mobilisation Report**").

2. Mobilisation Milestones

2.1 Mobilisation Milestone One

(a) For Mobilisation Milestone One to be achieved, the Operator shall have no later than the date specified in the Mobilisation Plan secured the legal right to access and use the Operator Vehicle Facilities to the satisfaction of the Authority.

2.2 Mobilisation Milestone Two - Vehicle and Staff

(a) For Mobilisation Milestone 2 to be achieved, the Operator shall have [no later than the date specified in the Mobilisation Plan] completed the following activities to the satisfaction of the Authority:

(i) secured one hundred per cent (100%) of the Vehicles required for the provision of the Passenger Services; and

(ii) secured one hundred per cent (100%) of Operator Staff.

2.3 Mobilisation Milestone Three – Operator Staff Accommodation

Data Classification: Public

(a) For Mobilisation Milestone 3 to be achieved, the Operator shall have [no later than the date specified in the Mobilisation Plan] secured one hundred percent (100%) of Operator Staff Facilities, to the satisfaction of the Authority.

2.4 Mobilisation Milestone Four - Event Readiness

(a) For Mobilisation Milestone 4 to be achieved, the Operator shall have [no later than the date specified in the Mobilisation Plan] completed the following activities to the satisfaction of the Authority:

(i) the Operations Plan has been approved by the Authority;

(ii) Vehicle Readiness

(A) the number of Vehicles specified in the Approved Operational Plan have been delivered and meet the requirements of Schedule 3 (*Vehicle Specification*);

(B) the Operator's Service Control System has been provided and is operational;

(C) the Operator's Communication System has been provided and is operational;

(iii) Event Training

(A) all Drivers have been trained on the Route; and

(B) Operator Staff have been trained in relation to the Event.

(iv) Staff Facilities are available.

3. **Mobilisation Plan**

3.1 The Mobilisation Plan shall be a development of the draft mobilisation plan submitted by the Operator as part of its tender, and shall include as a minimum:

(a) Operator's Mobilisation Team Plan

(i) Details of the Operator Staff that will perform the Services during the Mobilisation Stage (the "**Operator's Mobilisation Team**"), including where Operator Staff are to be primarily located.

(b) Operator Facilities

(i) details of the Operator Vehicle Facilities including a description of the element of the Services to be provided from the Operator Vehicle Facilities (at a minimum to include proposals for fuelling, servicing, cleaning and washing and first use checks of the Vehicles), current usage, capacity, proposals to secure the legal rights to access and use the Operator Vehicle Facilities, statutory consents (including planning consents) and any preparatory works necessary to provide the Services from the Operator Vehicle Facilities; and

(ii) installation and commissioning of equipment and new information and communications technology systems (if required).

Data Classification: Public

(c) Operator Staff

(i) The Operator's resource plan, which shall be a development of the tender draft organisation plan, setting out key responsibilities in relation to the Agreement and including total staff numbers allocated to each functional area to be in place for Operational Commencement Date;

(ii) Operator Staff recruitment and training plan to include the Event Training Period; and

(iii) Operator Staff welfare arrangements to include the Operator Staff Facilities for the provision of overnight accommodation arrangements and welfare arrangements (including arrangements for the provision of meals and refreshments to Operator Staff during the Operating Days).

(d) Sub-contracting Plan

(i) elements of the Services to be sub-contracted;

(ii) proposed Sub-Contractors; and

(iii) proposals to secure sub-contracts and timelines to meet Operational Commencement Date.

(e) Vehicle Delivery

(i) details of the Vehicles to be used to provide the Passenger Services;

(ii) details of delivery arrangements and delivery timelines for the Vehicles; and

(iii) proposal to satisfy all legal requirements in relation to the Vehicles including at a minimum obtaining Large Public Service Vehicle Licences.

(f) Details of liaison procedures with the Authority and Key Event Stakeholders.

3.2 The Mobilisation Plan shall be accompanied by a programme in the form of a Gantt chart (prepared in in MS Project format (or similar)) that shall include setting out the tasks, milestones, durations and timelines by which the Operator shall implement the different tasks required to deliver the Mobilisation Plan, and which shall identify critical path tasks. The programme shall clearly identify the timing of the Mobilisation Milestones set out in paragraph 2 above.

4. **Risk Management Plan**

(a) The Operator shall prepare and maintain a risk management plan that identifies key Mobilisation Stage risks and proposed mitigation strategies.

(b) For the duration of the Mobilisation Stage, the Operator shall maintain a risk log/register of the status of the key risks and make this register available to the Authority on request.

Data Classification: Public

SCHEDULE 5

Operations Management

1. General Requirements

1.1 The Operator shall provide an industry standard control system to monitor and manage the operation of the Passenger Services in real time (the "**Operator's Service Control System**").

1.2 The Operator shall provide suitable cybersecurity measures to ensure the integrity and security of IT systems that will be used to provide the Services, including the Operator's Service Control System.

1.3 The Operator shall provide a suitable means of communication between Operator Staff in the TROC, Loading Zones, Drivers and elsewhere as may be required (the "**Operator's Communication System**").

1.4 The Operator shall provide supervisory staff are on duty in the TROC at times when the Passenger Services are operational to monitor and supervise the operation of the Passenger Services.

1.5 The Operator's Representative (or nominee) shall attend daily Event co-ordination meetings for the purpose of reviewing and planning the operation of the Passenger Services during the Operating Period.

1.6 The Operator shall provide Operator Staff to assist Passengers in the timely boarding and alighting of Vehicles in the Loading Zones.

1.7 Operator Staff (including Drivers) shall be suitably dressed and presenting a neat, clean and professional appearance at all times during each Operating Day. Operator Staff are required to wear high visibility outer safety wear at all times. Drivers shall wear high visibility vest in the course of their duty when not in the driver's cab area of the vehicle.

1.8 Operator Staff shall be polite, helpful and courteous to Passengers at all times.

2. Operations Plan

2.1 Within thirty (30) Business Days following the Contract Commencement Date, the Operator shall submit a draft Operating Plan for the Operating Period, for Authority approval (the "**Operations Plan**").

2.2 The Operations Plan shall include all procedures necessary to operate the Passenger Services in a safe and efficient manner including details of

(a) planned operation of Trips that meet the Hourly Passenger Seat Availability standard per Operating Day;

(b) Trip running times and loading and unloading times used (the Operator shall develop the Operations Plan using robust Trip run times and loading and unloading periods as appropriate to the operating conditions, including verifiable evidence that the run times and loading/unloading times are achievable in real world situations);

(c) number of Drivers and Spare Drivers by Route;

Data Classification: Public

(d) number of Vehicles and Spare Vehicles by Route;

(e) Operator Staff allocation by Park and Ride Facility and Adare Manor Passenger Terminal; and

(f) recovery of the Passenger Service operations in the event of incidents, accidents, service disruptions and technical failures.

2.3 The Operating Plan shall incorporate the:

(a) the C3 Plan as referenced in paragraph 3 of this Schedule 5;

(b) Event Training Plan as referenced in paragraph 7 of this Schedule 5;

(c) the Safety Management Plan as referenced in paragraph 5 of this Schedule 5;

(d) the Severe Weather Management Plan as referenced in paragraph 4 of this Schedule 5;

(e) The Environmental Management Plan (EMP) as referenced in paragraph 6 of this Schedule 5;

(f) any other systems and plans required by the Agreement.

2.4 The Authority shall approve or give comments on the draft Operating Plan within twenty (20) Business Days of its receipt of the draft. If the Authority comments on the draft Operating Plan, the Operator shall take into account such comments and shall revise the draft Operating Plan and submit the revised Operating Plan within twenty (20) Business Days of its receipt of the Authority's comments. The Authority shall either approve the revised draft or make comments on the revised draft within 10 Business Days of its receipt. If the Authority comments on the revised draft, the process contemplated by this paragraph 2.4 shall be repeated until the Authority approves the relevant revised draft provided that the period for submission of the relevant revised draft and for approval or comment by the Authority shall be five (5) Business Days in each case. If the Authority does not approve or make comments on the relevant revised draft within five (5) Business Days of its receipt, such revised draft shall be deemed to be approved.

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

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

2.7 The Operator shall keep under review, maintain and update the Operating Plan during the Mobilisation Stage and shall update it as a result of any change to the Service Specification.

3. **Command, Control and Communication Plan**

3.1 The Operator shall prepare a Command Control and Communication (C3) Plan, which shall include at a minimum the following elements:

(a) C3 Architecture

(i) a diagram of the Operator's full C3 structure;

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(ii) define strategic, tactical and operational levels; and

(iii) a description of each layer's purpose and decision authority;

(b) Roles and Responsibilities

(i) a clear definition of roles and responsibilities

(c) Operational Rhythms (include timings, frequency and participants across all phases)

(i) Event-day coordination and shift briefings;

(ii) incident response cadence; and

(iii) reporting structure;

(d) Information Flow

(i) a structure of how information will be collected, validated, shared, and synthesised to provide a single, shared operating picture across all Key Event Stakeholders; and

(ii) define information required from third parties and during disruption/incidents;

(e) Issue Management & Escalation

(i) define specific escalation thresholds, triggers and decision ownership (including who is responsible for initiating escalation and under what conditions) for BAU operations, operational disruption, major incidents; and

(ii) at least one worked example demonstrating how the escalation process would operate in practice;

(f) Command Functions

(i) define the required command and coordination functions (e.g. Event Control Centre), including their purpose, interfaces, and operating model; and

(ii) define the internal operational communications structures and means of communication;

4. Severe Weather Management Plan

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

4.2 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.

4.3 All Operator Staff designated to carry out specific responsibilities under the Severe Weather Management Plan are expected to know and understand the policies and procedures outlined

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in the Severe Weather Management Plan. The response to any severe weather event shall always be conducted within the framework of this plan.

4.4 The Severe Weather Management Plan and associated arrangements shall apply to the following weather events as a minimum:

(a) heavy rain;

(b) thunderstorms;

(c) severe winds; and

(d) heat waves.

5. **Safety Planning**

5.1 The Operator shall participate as required by the Authority in any safety and emergency planning forum relating to the Services, together with relevant third parties, including the emergency services..

5.2 Safety Management

(a) 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.

(b) The Operator shall develop safety procedures for the operation of the Services for the Event and maintenance of the Vehicles and shall implement the safety procedures throughout the Contract Period, and shall update the SMP as required.

(c) The Safety Management Plan shall include details on the Safety Management System including:

(i) how this system is effectively communicated to all staff;

(ii) how this system is kept under active review to deal with any changes in circumstances or shortcomings identified; and

(iii) how all health and safety risks related to the performance of the Services will be managed through appropriate risk assessments with particular reference to staff, customers and other road users.

6. **Environmental Management Plan**

6.1 The Operator shall minimise all environmental impacts and risks of the Services through an Environmental Management Plan (EMP).

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

(a) environmental policy; and

(b) environmental aspects and impacts.

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6.3 The EMP shall, under the heading 'environmental aspects and impacts' provide details of the environmental aspects and impacts of all operations, including but not limited to:

(a) Vehicle operations;

(b) management of fuelling operations including storage, delivery and dispensing of fuel;

(c) Vehicle washing;

(d) management of surface water runoff from parking areas; and

(e) waste generation and management.

7. Event Training Plan

7.1 The Operator shall prepare and implement a training plan for the Event ("the Event Training Plan").

7.2 The Event Training Plan shall contain the details of the training to be undertaken for the purpose of the Event including:

(a) route training for Drivers;

(b) accessibility awareness for Staff

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SCHEDULE 6

Reports

1. **Hourly Report**

(a) In the case of each Operating Day, the Operator shall provide to the Authority hourly reports in electronic format, or in a report format that may be specified by the Authority from time to time, for each hour the Passenger Services are operated (a "**Relevant Hour**") in respect the performance of the Services during such Relevant Hour (an "**Hourly Report**").

(b) Each Hourly Report shall contain the following information broken down by Adare Manor Passenger Terminal and each Park and Ride Facility:

(i) the number of Passengers that boarded the Vehicles;

(ii) the number Passenger seats operated during the Relevant Hour of the Operating Day and corresponding Trips operated;

(iii) the Passenger queueing times;

(iv) the Passenger queue lengths;

(v) the number of Loading Zones in operation; and

(vi) the peak number of Vehicles in operation.

(c) The Hourly Report shall be delivered to the Authority no later than fifteen (15) minutes after each Relevant Hour in the Operating Day.

2. **Daily Report**

(a) In the case of each Operating Day, the Operator shall provide to the Authority a daily report in electronic format, or in a report format that may be specified by the Authority from time to time, in respect of the performance of the Services during the relevant Operating Day (a "**Daily Report**").

(b) Each Daily Report shall contain the following information broken down by Adare Manor Passenger Terminal and each Park and Ride Facility in respect of each Relevant Hour of such Operating Day:

(i) the number of Passengers that boarded the Vehicles;

(ii) the number Passenger seats operated and corresponding Trips operated by Relevant Hour;

(iii) the Passenger queueing times;

(iv) the Passenger queue lengths;

(v) the number of Loading Zones in operation;

(vi) the peak number of Vehicles in operation

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(vii) a list of all complaints made to the Operator in relation to the operation of the Services including the time and nature of each complaint, and details of any acknowledgement and/or response issued in relation to each complaint;

(viii) details of any incidents during the Operating Day occurring in the performance of the Services, including:

(A) any injuries, deaths or other accidents involving a Passenger or the Vehicle;

(B) any incident that required the attendance of an Garda Síochána; and/or

(C) the nature of such incidents;

(ix) details of any operational issues encountered during the Operating Day, including:

(A) any delays in arriving at either the Adare Manor Passenger Terminals or the Park and Ride Facilities; and

(B) the reason for any delays referred to in subparagraph (A);

(x) in the case of Service Levels:

(A) the numbers of Vehicles available and not made available in accordance with SL-1;

(B) the number of Drivers available and not available in accordance with SL-2;

(C) in respect of SL-3 the number and corresponding percentage of Passengers who in each Relevant Hour and by location:

(1) Queued less than 15 minutes;

(2) Queued more than 15 minutes and up to 20 minutes;

(3) Queued more than 20 minutes and up to 25 minutes;

(4) Queued more than 25 minutes and up to 30 minutes; and/or

(5) Queued more than 30 minutes; and

(D) in respect of SL-4, the absolute number and corresponding percentage of Passengers who in each Relevant Hour and by location:

(1) waited less than 15 minutes;

(2) waited more than 15 minutes and up to 20 minutes;

(3) waited more than 20 minutes and up to 25 minutes;

(4) waited more than 25 minutes and up to 30 minutes; and/or

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(5) waited more than 30 minutes;

(xi) in the case of Service Quality Indicators:

(A) the total number of instances of Vehicle breakdowns, including the location, the time of occurrence and the time that the Vehicle was removed;

(B) the number of instances of occurrences of failure of the Vehicle tracking system or failure to display the correct route destination information;

(C) the number of instances where a Vehicle was put into operation without meeting the cleanliness standard, either externally or internally;

(D) The number of instances of lost property received and number of instances which were not dealt with in a timely manner as per the Service Quality Indicator requirement; and

(E) a list of all complaints made to the Operator in relation to the operation of the Services including the time and nature of each complaint, and details of any acknowledgement and/or response issued in relation to each complaint and to which Service Quality Indicator it applies.

(c) The Daily Report shall be delivered to the Authority no later than 5pm on the next Operating Day.

3. **Final Report**

(a) The Operator shall provide to the Authority with a final report in electronic format, or in a report format that may be specified by the Authority from time to time, in respect of the performance of the Services during the Operating Period for each Relevant Hour of each Operating Day, containing the following information.

(b) The Final Report shall contain the following information broken down by Adare Manor Passenger Terminal and each Park and Ride Facility in respect of each Relevant Hour of each Operating Day and aggregated for the Operational Period:

(i) the number of Passengers that boarded the Vehicles;

(ii) Passenger seat capacity made available;

(iii) Passenger seats operated by Relevant Hour and corresponding Trips operated;

(iv) the peak number of Vehicles operated by Relevant Hour;

(v) the number of Loading Zones in operation by Relevant Hour;

(vi) Passenger queue times;

(vii) Passenger queue lengths;

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(viii) details of any incidents during the Operating Period occurring in the performance of the Services, including:

(A) any injuries, deaths or other accidents involving a Passenger or the Vehicle;

(B) any incident that required the attendance of An Garda Síochána; and/or

(C) the nature of such incidents;

(ix) details of any operational issues encountered during the Operating Period:

(x) in the case of Service Levels:

(A) the number of Vehicles available and not made available in accordance with SL-1;

(B) the number of Drivers available and not available in accordance with SL-2;

(C) in respect of SL-3 the absolute number and corresponding percentage of Passengers who in each Relevant Hour and by location:

(1) queued less than 15 minutes;

(2) queued more than 15 minutes and up to 20 minutes;

(3) queued more than 20 minutes and up to 25 minutes;

(4) queued more than 25 minutes and up to 30 minutes; and/or

(5) queued more than 30 minutes;

(D) in respect of SL-4, the absolute number and corresponding percentage of Passengers who in each Relevant Hour and by location:

(1) waited less than 15 minutes;

(2) waited more than 15 minutes and up to 20 minutes;

(3) waited more than 20 minutes and up to 25 minutes;

(4) waited more than 25 minutes and up to 30 minutes; and/or

(5) waited more than 30 minutes;

(E) any Service Level Deductions.

(xi) in the case of Service Quality Indicators:

(A) the total number of instances of Vehicle breakdowns, including the location, the time of occurrence and the time that the vehicle was removed;

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(B) the number of instances of occurrences of failure of the vehicle tracking system or failure to display the correct route destination information;

(C) the number of instances where a bus was put into operation without meeting the Cleanliness standard, either externally or internally;

(D) the number of instances of Lost Property received and number of instances which were not dealt with in a timely manner as per the Service Quality Indicator requirement;

(E) a list of all complaints made to the Operator in relation to the operation of the Services including the time and nature of each complaint, and details of any acknowledgement and/or response issued in relation to each complaint and to which Service Quality Indicator it applies; and

(F) any Service Quality Indicator Deductions.

(c) The Final Report shall by delivered to the Authority no later than ten (10) Business Days after the final Operating Day.

Data Classification: Public

SCHEDULE 7

Required Service Levels

1. Service Level Deductions

1.1 Table 7.1 sets out the deduction regime that applies to this Agreement.

1.2 This Schedule is without prejudice to the rights of the Authority under, or in connection with, this Agreement and for the avoidance of doubt the occurrence of any one or more incidents listed below (whether or not a Required Service Level is met) may:

(a) entitle the Authority to issue an Improvement Notice as contemplated by clause 24.1 (*Improvement Notice*) and/or;

(b) lead to termination of the Agreement in accordance with clause 30 (*Termination*).

1.3 If the Operator fails to meet a Required Service Level as set out in the tables below, a Service Level Deduction(s) and/or a Service Quality Indicator Deduction(s) as applicable (together the "Service Deductions") shall be applied by the Authority to the Operating Fee that would otherwise be payable to the Operator for the Operating Period in accordance with clause 19 (*Fares and Payment*) and Schedule 8 (*Payments*).

1.4 The Service Deductions that shall be applied to the Operating Fee for failure to meet the relevant Required Service Level(s) in the Operational Period shall be calculated by establishing the aggregate of the Services Deductions by reference to the Service Levels and Service Quality Indicators for each Operating Day during the Operating Period determined in accordance with the tables below, provided that irrespective of the number of failures to meet the Required Service Level (s) that occur in an Operating Day:

(a) the Service Quality Indicator Deduction for a particular Operating Day may exceed three per cent (3%) of the Daily Charge that would be otherwise payable for that Operating Day; and

(b) the Service Level Deduction for a particular Operating Day may exceed twenty per cent (20%) of the Daily Charge that would be otherwise payable for that Operating Day;

(c) the total Service Quality Indicator Deduction to be applied to the Operating Fee shall in no case exceed a figure representing three per cent (3%) of the Gross Operating Fee; and

(d) The total Service Level Deductions for SL-3 and SL-4 to be applied to the Operating Fee shall in no case exceed a figure representing twenty per cent (20%) of the Gross Operating Fee.

1.5 There is no cap on Service Level Deductions for Service Levels SL-1 and SL-2.

1.6 The Service Deduction(s) shall be applied to the Gross Operating Fee.

1.7 For the purposes of this Schedule, a "Complaint" shall be any verbal or written complaint (which in the opinion of the Authority, is not frivolous or vexatious) communicated to the Authority by a Passenger or potential Passenger, either directly or relayed to the Authority by the Operator.

1.8 The Operator acknowledges and agrees that the following are normally within the Operator's reasonable control:

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(i) staff absences;

(ii) failure to provide Vehicles;

(iii) late departures from the Operator's Vehicle Facilities;

(iv) Vehicle mechanical breakdowns; and

(v) late departures from the Adare Manor Passenger Terminals or the Park and Ride Facilities.

2. The following events are not normally within the Operator's control in respect of Service Levels SL-3 and SL-4:

(i) Passenger illness whether onboard or at the Loading Zone delaying a Trip departure or arrival;

(ii) all Loading Zones are operational, and the full Hourly Passenger Seat Availability standard for the Route is in operation;

(iii) one or more Loading Zones are not available for reasons outside the Operator's control;

(iv) abnormal traffic congestion on the Route outside the reasonable control of the Operator;

(v) an instruction from the Authority's Representative.

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	Name	Service Level	Measurement	Service Level Deduction(s)
SL-1	Vehicle Availability	100% of required Vehicles to be available each Operating Day	○ Reports provided by Operators ○ Audits of records ○ Inspections	(Daily Charge/No of Vehicles required to be available for the Operating Day)* number of Vehicle not available on the Operating Day
SL-2	Driver Availability	100% of required Drivers to be provided each Operating Day	○ Reports provided by Operators ○ Audits of records ○ Inspections	(Daily Charge/No of Drivers required to be available for the Operating Day) multiplied by the number of Drivers not available on the Operating Day.
SL-3	Passenger Queueing Time (Passenger Queues in operation)	Passengers shall not wait in a queue for more than 15 minutes in accordance with the Passenger Queueing Time standard.	○ Measured from the time when the Passenger joins the back of a queue to the time of commencement of boarding; ○ audit of service departure times and Passenger throughput provided, through and including, but not limited to: ○ available tracking/GPS systems; ○ vehicle allocation and deployment logs; ○ vehicle type and seated capacity records; ○ departure logs from the Load Zones; ○ site supervisor and control room logs; ○ records of queue, lengths, times maintained by the operator	In respect of each Route: 0.25%of (Daily Charge for the Route/Operating hours in the Operating Day) for every 1% of Passengers waiting more than 15 minutes and up to 20 minutes in accordance with the Passenger Queueing Time standard; 0.5% of (Daily Charge for the Route/Operating hours in the Operating Day) for every 1% of Passengers waiting more than 20 minutes and up to 25 minutes in accordance with the Passenger Queueing Time standard; 0.75% of (Daily Charge for the Route/Operating hours in the Operating Day) for every 1% of Passengers waiting greater than 25 minutes and up to 30 minutes in in accordance with the Passenger Queueing Time standard; 1.5% of (Daily Charge for the Route/Operating hours in the Operating Day) for every 1% of Passengers waiting more than 30 minutes in in accordance with the Passenger Queueing Time standard;

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SL-4	Passenger Waiting Time (Passenger Queues not in operation)	Vehicles depart within 10 minutes after the first Passenger boards.	○ Inspections ○ Audits of records	0.25%of (Daily Charge for the Route/Operating hours in the Operating Day) for every 1% of Passengers waiting more than 10 minutes and less than 15 minutes; 0.5% of (Daily Charge for the Route/Operating hours in the Operating Day) for every 1% of Passengers waiting more than 15 minutes and up to than 20 minutes; 0.75% of (Daily Charge for the Route/Operating hours in the Operating Day) for every 1% of Passengers waiting greater than 20 minutes and up to 25 minutes; 1% of (Daily Charge for the Route/Operating hours in the Operating Day) for every 1% of Passengers waiting greater than 25 minutes and up to 30 minutes 1.5% of (Daily Charge for the Route/Operating hours in the Operating Day) for every 1% of Passengers waiting more than 30 minutes;

Table 7.1 Service Level Deductions

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No	Name	Required Standard	Measurement	Service Quality Indicator Deduction
SQ-1	Vehicle Recovery	In the event of Vehicle break-down, affected Vehicle is removed within: 1. 15 minutes at a Loading Zone. 2. 30 minutes on the Route.	o Operator daily report; o Audit of records	€500 per hour or part thereof after
SQ-2	Vehicle Equipment	1. Vehicle tracking system is operational; 2. Route destination display is operational and displaying correct destination;	o Operator daily report; o Audit of records;	€100 per indicator failure
SQ-3	Vehicle Cleanliness	1. Internally – floors, seats, surfaces are clean and litter free; 2. Externally – surfaces and windows are clean and free of graffiti or commercial advertising.	o Operator daily report; o Audit of records	€250 per indicator failure
SQ-4	Driver Performance	Driver: 1. Is familiar with the Route; 2. Is helpful, courteous and polite to Passengers; 3. Is well-presented in appearance; 4. Drives the bus in a smooth manner that doesn't unduly result in passenger discomfort	o Operator daily report; o Audit of records	€100 per complaint received per indicator
SQ-5	Lost Property	1. Lost Property logged and placed in a secure location by at the latest following the end of Driver duty.	o Operator daily report; o Audit of records	€100 per failure
SQ-6	Staff Conduct	Operator Staff (other than Drivers): 1. Are helpful, courteous and polite to Passengers; 2. Are well presented in appearance;	o Operator daily report; o Audit of records	€150 per complaint received
SQ-7	Staff Conduct Safety Related	All Operator Staff: 1. Carry out their duties safely at all times;	o Operator daily report; o Audit of records	€500 per complaint or recorded incident
SQ-7	Complaint Resolutions	Complaints are: 1. Recorded, acknowledged and within 24 hours;	o Operator daily report; o Audit of records	€150 per complaint received

Table 7.2 Service Quality Indicator Deductions

Data Classification: Public

SCHEDULE 8

Payments

PART A

Mobilisation Fee

1. Mobilisation Fee

1.1 The Mobilisation Fee is € [•].

1.2 The Mobilisation Fee is payable in Milestone Payments in accordance with Table 8.1 (Mobilisation Payments).

1.3 A Milestone Payment may be invoiced by the Operator only upon completion of all required activities specified in respect of the relevant Mobilisation Milestone in Schedule 4 (Mobilisation).

1.4 It is acknowledged and agreed that a Mobilisation Milestone shall only be achieved once the Authority has returned a Milestone Acceptance Certificate.

1.5 Each Mobilisation Milestone is as described in Schedule 4 (Mobilisation).

1.6 The total of the Milestone Payments and the proportion of the aggregate Milestone Payments payable in respect of each Mobilisation Milestone is set out in Table 8.1 (Mobilisation Payments).

1.7 Subject to paragraph 1.8 below, partial completion of a Mobilisation Milestone will not entitle the Operator to issue any invoice for, or receive, a partial Milestone Payment in respect of such Mobilisation Milestone.

1.8 If a Mobilisation Milestone has not been achieved in accordance with the provisions of this Agreement, the Authority may, at its sole discretion, permit the Operator to issue an invoice for part of the Milestone Payment only, or permit the Operator to issue an invoice for the Milestone Payment subject to such terms and conditions that the Authority may specify at its absolute discretion.

1.9 If the Operator fails to successfully achieve a Mobilisation Milestones 1, 2 or 3 by the relevant dates specified in the Mobilisation Plan, the Authority may require the Operator to reduce the amount it invoices for the relevant Mobilisation Milestone by 0.5% of the relevant Milestone Payment that would otherwise be payable for that Mobilisation Milestone for each week thereafter, up until and including the week in which the relevant Mobilisation Milestone is successfully achieved by the Operator.

1.10 The aggregate reduction resulting from a delay in reaching the Mobilisation Milestones 1, 2 or 3 shall be capped at an amount equal to twenty percent (20%) of the Milestone Payment for the applicable Mobilisation Milestone.

1.11 Ten percent (10%) of each Milestone Payment shall be retained by the Authority and paid to the Operator at the same time as the payment of the following Milestone Payment or in the case of Milestone Payment 5, with the payment of the Operating Fee.

1.12 Each Milestone Payment invoiced in accordance with this Schedule shall be payable in accordance with, and subject to, clause 19 (Payment) of this Agreement and this Schedule.

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No.	Mobilisation Milestone	% Mobilisation Fee payable	Amount
1	Operator Vehicle Facilities	10%	€ [•]
2	100% Operator Vehicles and Staff	20%	€ [•]
3	100% Staff Accommodation	20%	€ [•]
4	Event Readiness	50%	€ [•]

Table 8.1 Mobilisation Payments

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PART B

Daily Charge and Operating Fee

Daily Charge [and Daily Fuel Charge]

1.1 The Daily Charge [and Daily Fuel Charge] (exclusive of Value Added Tax) for each category of Operating Day in the Operating Period described in the table below, shall be the amount set out below opposite such category of Operating Day:

Category of Operating Day	Daily Charge	[Daily Fuel Charge]
Practice Days	€ [•]	€ [•]
Opening Day	€ [•]	€ [•]
Championship Days	€ [•]	€ [•]
Final Day	€ [•]	€ [•]

2. **Operating Fee**

2.1 The Gross Operating Fee shall be the aggregate of:

(a) the product of the Practice Day Daily Charge and the number of Practice Days in the Operating Period;

(b) the Opening Day Daily Charge;

(c) the product of the Championship Day Daily Charge and the number of Championship Days in the Operating Period; and

(d) the Final Day Daily Charge.

2.2 The Operating Fee due to the Operator for the provision of the Passenger Services in respect of the Operating Period shall be the Gross Operating Fee less the aggregate of:

(a) any Service Level Deductions and Service Quality Indicator Deductions arising in the Operating Period calculated in accordance with Schedule 5 (*Required Service Levels*); and

(b) where applicable, the Daily Fuel Charge, or any part thereof, that would have been incurred had the Passenger Services proceeded on any Operating Day subject to suspension or rescheduling in accordance with clause 25.1 (*Event rescheduling*).

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PART C

Demobilisation Fee

1. The Demobilisation Fee is €[•].

1.1 The Demobilisation Fee may be invoiced by the Operator only upon completion of all required activities specified by the Operator in the Demobilisation Tasks to the satisfaction of the Authority, and as set out in Annex A.

1.2 It is acknowledged and agreed that demobilisation shall only be achieved once the NTA has returned a Demobilisation Completion Certificate.

1.3 Subject to paragraph 1.4 below, partial completion of demobilisation will not entitle the Operator to issue any invoice for, or receive, any payment of the Demobilisation Fee.

1.4 If demobilisation has not been achieved in accordance with the provisions of the Agreement, the Authority may, at its sole discretion, permit the Operator to issue an invoice for part of the Demobilisation Fee only, or permit the Operator to issue an invoice for the Demobilisation Fee subject to such terms and conditions that the Authority may specify at its absolute discretion.

1.5 The Demobilisation Fee shall be payable in accordance with, and subject to, clause 19 (Payment) of this Agreement and this Schedule.

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Annex A

For demobilisation to be achieved, the Operator shall have [no later than the date specified in the Demobilisation Tasks], or such other date as may be agreed by the Parties from time to time, completed the following activities to the satisfaction of the Authority:

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SCHEDULE 9

Insurance Requirements

1. General Requirements

This Schedule 9 (Insurance) provides details of the policies of insurance the Operator shall take out and maintain, or procure the taking out and maintenance of, for the period of the Agreement.

2. Motor Vehicle Insurance

Insured	Operator
Insured vehicle	Any private car, commercial vehicle, bus, special type vehicle or trailer (attached or detached) the property, leased, lent, hired to, or under the custody and control of the Insured used in connection with the Agreement and the provision of the Services (the "Insured Vehicle").
Basis of insurance cover	1. Third party motor insurance in respect of any Insured Vehicle which is necessary for the operation and provision of the Services. 2. Third party only liability in respect of all other vehicles not included in the description above.
Sum insured/limit of indemnity	1. Indemnity basis of settlement in respect of vehicle loss, damage or destruction. 2. Third party legal liability for death, injury and damage to property. a. Unlimited for death or injury. b. €13,000,000 indemnity in respect of property damage.
Territorial limits	Ireland and any member of the European Union and any other country for which the Commission of the European Union is satisfied that arrangements have been made to meet the requirement of European Union Directives on insurance.
Use/driving	1. Social, domestic and pleasure purposes and business of the Insured. 2. Any person who is driving on the order or with the permission of the Insured.
Period of insurance	All motor vehicle insurances to be provided for the duration of the Agreement and to meet the Operator's requirements.
Cover features and extensions	1. Unauthorised movement of vehicles not belonging to the Insured impeding legitimate access or exit. 2. Driving by unlicensed/disqualified people in circumstances where a licence is not required. 3. Contingent liability cover for vehicles not belonging to the insured used by an employee in connection with the Agreement. 4. Towing of vehicles for servicing or repair. 5. Indemnity to principal clause in favour of the Authority.

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Maximum deductible threshold	Not to exceed €1,000 each claim

3. Third Party Public Liability Insurance

Insured	Operator
Interest	To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay (including claimant's costs and expenses) as damages in respect of accidental: a. death or bodily injury to or sickness, illness or disease contracted by any person; b. loss of or damage to property; happening during the period of insurance (see 'Period of insurance' below) and arising out of or in connection with the provision of the Services and in connection with the Agreement.
Limit of indemnity	Not less than €13,000,000 in respect of any one occurrence, the number of occurrences being unlimited, but €13,000,000 any one occurrence and in the aggregate per annum in respect of pollution liability.
Territorial limits to include	Ireland.
Period of insurance	From the date of this Agreement for the duration of the Agreement and renewable on an annual basis unless agreed otherwise.
Cover features and extensions	1. Legal defence costs. 2. Infringement of privacy or wrongful arrest. 3. Contingent motor liability. 4. Indemnity to principal clause in favour of the Authority.
Principal exclusions	1. War and related perils. 2. Nuclear and radioactive risks. 3. Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment. 4. Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles. 5. Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured. 6. Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property. 7. Liability arising from the ownership, possession or use of any aircraft or marine vessel. 8. Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

Data Classification: Public

Maximum deductible threshold	Not to exceed €500 each claim.

4. Employers Liability Insurance

4.1 The Operator and any Sub-Contractors are required to effect and maintain adequate Employers Liability Insurance.

4.2 The limit of indemnity for the Employers Liability Insurance will not be less than €13,000,000 any one occurrence inclusive of costs, the number of occurrences being unlimited during any annual period of insurance.

4.3 Employers Liability Insurance will contain an indemnity to principal clause in respect of claims made against the Authority arising out of the performance of the party of its duties under the Agreement.

4.4 Period of insurance: from the date of this Agreement and for the duration of the Agreement unless agreed otherwise.

Data Classification: Public

SCHEDULE 10

Data Protection

1. **Processing of personal data by the Operator on behalf of the Authority**

1.1 Subject matter of the processing

The subject-matter of the processing is the provision of the Services.

1.2 Duration

The duration of the processing shall be the Operating Period.

1.3 Nature and purpose of the processing

The nature and purpose of the processing is the provision of the Services by the Operator in accordance with the terms of this Agreement.

1.4 Types of personal data

The Operator shall process personal data collected in the provision of the Services, including:

details of data subject access requests received by the Operator; and

details of complaints received by the Operator.

1.5 Categories of data subject

The data subjects whose personal data will be processed by the Operator in the provision of the Services on behalf of the Authority include the following categories of data subject:

Drivers (including applicants for a Driver position); and

Passengers.

Obligations and rights of the Authority

The obligations and rights of the Authority shall be as set out in the Agreement.

2. **Data Processing instructions**

2.1 These instructions may be updated by the Authority from time to time, by notice to the Operator, and do not require a Variation pursuant to clause 27 (Variations).

2.2 The following data processing obligations should be adhered to at all times:

(a) The Operator shall ensure that data is hosted within the European Economic Area;

(b) The Operator shall not copy production data to a test or development server without the approval of the Authority data protection officer and the Authority IT security officer;

(c) The Operator shall not export data from the Authority site or any of its data centres without the permission of the Authority's Data Protection officer and the Authority IT security officer;

Data Classification: Public

(d) The Operators shall implement Authority's data retention policies, or alternatively agree an appropriate policy with the Authority for the data being processed;

(e) The Operator shall adopt appropriate and agreed data protection procedures if copying data to a test server for maintenance / fault-finding purposes. Such procedures should be signed off by the Authority data protection officer and the Authority security officer each time data is copied;

(f) The Operator shall implement appropriate and agreed quality assurance processes to ensure accuracy of personal data processed on behalf of the Authority;

(g) Where the Authority advises that consent is the basis for processing personal data, the Operator shall implement consent capture / recording processes;

(h) The Operator shall have a physical document management process in place and this process must be approved by the Authority:

(i) the document management process shall ensure the synchronisation of physical and automatic data;

(ii) the document management process shall specify storage procedures for physical documents and scanned physical documents; and

(iii) on request from the Authority, the Operator shall provide 'proof of record' when shredding physical personal data;

(i) The Operator shall ensure data protection scripts and recording processes used are compliant with Data Protection Law;

(j) The Operator shall respond to subject access requests as requested by the Authority in line with the Data Protection Law timelines for response;

(k) On request of the Authority, the Operator shall partake in simulated data access requests exercises in order to test the subject access request process;

(l) 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);

(m) The Operator shall ensure that appropriate security measures are in place to protect data at all times, and that the level of security is appropriate according to the sensitivity of the data;

(n) The Operator shall regularly (minimum annually) demonstrate adherence to data protection instructions / policies / legislation. Evidence of adherence shall be provided to the Authority;

(o) The Operator shall ensure that appropriate internal confidentiality controls are in place to protect data;

(p) The Operator shall maintain a written record of all personal data categories which it processes;

(q) The Operator shall notify the Authority as controller of the data of a data breach as soon as they are aware of the incident;

Data Classification: Public

(r) The Operator shall inform the Authority as controller of the data should any of its requests breach Data Protection Law obligations or EU law;

(s) The Operator shall not engage any sub-processors without the prior written consent of the Authority and where the Authority has consented to the appointment of a sub-processor, the Operator shall not replace such sub-processor without the prior written consent of the Authority

(t) In the event of sub-contracting any work, the Operator shall ensure that their sub-contract adheres to each and every one of the obligations in this Schedule 9 (Data Protection);

(u) The Operator shall maintain records of all processing activities and provide all necessary data to the data controller to demonstrate GDPR compliance; and

(v) The Operator shall implement appropriate privacy notices for any websites deployed on behalf of the Authority that are both consistent with Data Protection Law, and agreed with the Authority.

Data Classification: Public

SCHEDULE 11

Improvement Notice

Improvement Notice Number [XX]

In accordance with clause 24 (*Improvement Notice*), the Authority hereby issues the following Improvement Notice;

[*Insert details of complaint / Improvement Notice here….]*

You are hereby required to issue a response to this Improvement Notice by [*insert date*]

Signing below indicates that you are in receipt of this notice and have taken appropriate measures to rectify the outstanding issue on behalf of your company.

_____	_____
the Authority	Date
_____	_____
Operator [XXXX]	Date

Data Classification: Public

SCHEDULE 12

Required Documents

PART A

Contract Commencement Date

1. **Tax**

1.1 The Operator's tax clearance certificate.

1.2 Evidence that the Operator has been registered for VAT, if applicable.

2. **Operator Vehicle Facilities**

2.1 Evidence that the Operator has, or will have, the legal right to access and use the Operator Vehicle Facilities to provide the Services at the Operating Commencement Date.

3. **Vehicles**

3.1 Evidence that the Operator has, or will have, secured the required number of Vehicles to provide the Services at the Operating Commencement Date.

4. **Operator Staff**

4.1 Evidence that the Operator has, or will have, secured sufficient staff that comply with all legal requirements and all professional training requirements to provide the Services at the Operating Commencement Date.

5. **Operator Staff Facilities**

5.1 Evidence that the Operator has, or will have, secured Operator Staff Facilities that comply with all requirements for the Operator Staff to provide the Services at Operating Commencement Date.

6. **Insurance**

6.1 Evidence that the Operator has taken out (or procured) prior to the Contract Commencement Date any insurances required to be provided and specified in Schedule 9 (*Insurance Requirements*).

Data Classification: Public

PART B

Operating Commencement Date

1. **Mobilisation Milestones**

1.1 All Mobilisation Milestones have been achieved to the satisfaction of the Authority.

2. **Insurance**

2.1 Evidence that the Operator has taken out (or procured) prior to the Operating Commencement Date any additional insurances required to be provided as of the Operating Commencement Date in accordance with Schedule 9 (*Insurance Requirements*).

Data Classification: Public

SCHEDULE 13

Tender Proposals

Data Classification: Public

In witness whereof this Agreement has been entered into the day and year first above written.

SIGNED
on behalf of **NATIONAL TRANSPORT AUTHORITY**
by its authorised signatory
in the presence of:

Authorised Signatory (Signature)

Print name

SIGNED
on behalf of ***OPERATOR***
by its authorised signatory
in the presence of:

Authorised Signatory (Signature)

Print name