

## Schedule 1C- Services (Ticketing & Revenue Protection)

### 1. Definitions and Interpretation

In this Schedule:

- (a) all terms that have defined meanings in the Contract have the same meaning in this Schedule as they do in the Contract;
- (b) a reference to a Clause is a reference to a clause in the Contract;
- (c) a reference to “related contractual obligations” or similar is a reference to the Operator’s other obligations under this Contract and Transaction Documents;
- (d) a reference to a paragraph is a reference to a paragraph in this Schedule.

In this Schedule, the following words have the following meanings:

**Opal Bus Operator Guide** means the document called “Opal Bus Operator Guide to Ticketing” reference A4042559 as updated from time to time.

The following table sets out the meaning of the column headings in the roles and responsibilities tables set out in this Schedule. 'T' in any of the columns means that TfNSW is the relevant Party. 'O' in any of the columns means that the Operator is the relevant Party.

Term	Description
Responsible (Res)	The Party that has to do the activity.
Accountable (Acc)	The Party ultimately answerable for the correct and full completion of the activity. There must be only one Party accountable for each activity.
Support (Sup)	The Party that is to provide support to assist in completing the activity.
Consulted (Con)	The Party that is consulted by the responsible Party as part of the process of carrying out the activity.
Informed (Inf)	The Party that has to be kept up to date, by the responsible Party.
When	When the activity must be performed.
Paragraph clause	The paragraph in the Schedule that the activity must be performed in accordance with.

### 2. Services Overview

The following are the key objectives for the provision of the Services under this Schedule 1C by the Operator:

- (a) ensure Staff receive appropriate training and are competent and capable of providing excellent Services; and
- (b) provide support for TfNSW Systems and Equipment, including as required by Clause 16.1 (TfNSW Systems and Equipment) and as otherwise required to improve and upgrade the Services.

### 3. TfNSW Systems and Equipment

The Operator must perform the following Services in relation to managing the TfNSW Systems and Equipment.

	Functional Description	Res	Acc	Sup	Con	Inf	When	Paragraph
3.1	Develop operational procedures, guidelines and training requirements for TfNSW Systems and Equipment associated with the provision of Services and related contractual obligations, as required.	T	T		O		As required by TfNSW throughout the Service Term	
3.2	Comply with any reasonable operational procedures, guidelines and training requirements for TfNSW Systems and Equipment associated with the provision of Services and related contractual obligations issued by TfNSW from time to time.	O	O	T	T	T	Continuing throughout the Service Term	
3.3	Comply with all instructions and forms in the Opal Bus Operator Guide.	O	O	T	T	T	Continuing throughout the Service Term	
3.4	Ensure TfNSW Systems and Equipment associated with the provision of Services and related contractual obligations are in operational condition.	O	O	T	T	T	Continuing throughout the Service Term	
3.5	Protect TfNSW Systems and Equipment associated with the provision of the Services and related contractual obligations and ensure TfNSW Systems and Equipment associated with the provision of Services and related contractual obligations are not mishandled, lost or mistreated.	O	O	T	T	T	Continuing throughout the Service Term	
3.6	Check TfNSW Systems and Equipment associated with the provision of Services and related contractual obligations for faults, malfunctions, security breaches or viruses regularly.	O	O	T	T	T	Continuing throughout the Service Term	
3.7	Report any fault or malfunction in TfNSW Systems and Equipment associated with the provision of Services and related contractual obligations to TfNSW promptly.	O	O	T	T	T	Within 24 hours of the fault or malfunction being identified	
3.8	Report any security breach or virus in TfNSW Systems and Equipment or otherwise associated with the provision of Services and any breach of security related contractual obligations to TfNSW.	O	O	T	T	T	Immediately	

	Functional Description	Res	Acc	Sup	Con	Inf	When	Paragraph
3.9	Replace TSE Rotable Assets associated with TfNSW Systems and Equipment as required.	O	O	T	T	T	Continuing throughout the Service Term	
3.10	Ensure all spare TSE Rotable Assets associated with TfNSW Systems and Equipment are kept in a secure location.	O	O	T	T	T	Continuing throughout the Service Term	
3.11	Maintain a record of all TfNSW Systems and Equipment associated with the provision of Services and related contractual obligations, which includes information regarding the location and movement of all TfNSW Systems and Equipment associated with the provision of Services and related contractual obligations (including on bus, in depot and TSE Rotable Assets).	O	O	T	T	T	Continuing throughout the Service Term	

#### 4. Collection Services

(a) Ticketing System Income

Except where TfNSW issues a notice under paragraph 6.6(d)(i)(B), the Operator irrevocably authorises TfNSW as follows, in relation to Ticketing System Income collected on the Operator’s behalf by TfNSW through the TfNSW Systems and Equipment and OpalConnect:

	Functional Description	Res	Acc	Sup	Con	Inf	When	Paragraph
4.1	Authorises TfNSW or its nominee to hold Ticketing System Income collected on the Operator’s behalf through the TfNSW Systems and Equipment or OpalConnect pending transfer to the Operator as contemplated at paragraph 4.2	O	O			T	Continuing throughout the Service Term	
4.2	Authorises TfNSW to procure the transfer of Ticketing System Income to the Operator. The Operator must then offset the Ticketing System Income against the charges in each Tax Invoice each month in accordance with paragraph 2 of Schedule 3 (Payment).	O	O			T	Continuing throughout the Service Term	

(b) Revenue Protection

The Operator must perform the following Services in relation to maximising the number of Fare paying passengers and minimising Fare loss.

	Functional Description	Res	Acc	Sup	Con	Inf	When	Paragraph
4.3	Deploy Operator's Authorised Officers to minimise revenue loss.	O	O	T	T	T	At the Operator's discretion	
4.4	Issue fines and cautions to customers via Operator Authorised Officers.	O	O	T	T	T	Continuing throughout the Service Term if Operator's Authorised Officers are engaged	
4.5	Issue fines and cautions to customers via TfNSW Authorised Officers.	T	T				Continuing throughout the Service Term	
4.6	Collect fines and commence proceedings to collect unpaid fines issued by Operator Authorised Officers.	Revenue NSW via its agent TfNSW					Continuing throughout the Service Term	
4.7	Collect fines and commence proceedings to collect unpaid fines issued by TfNSW Authorised Officers.	Revenue NSW via its agent Sydney Trains					Continuing throughout the Service Term	
4.8	Attend court hearings as a witness in relation to proceedings concerning unpaid fines.	O	O	T	T	T	Continuing throughout the Service Term	
4.9	Develop and implement Authorised Officer training programs which are consistent with Law and with similar programs for the training of Authorised Officers in other parts of New South Wales and which address revenue protection issues as notified by TfNSW from time to time.	O	O	T	T	T	Continuing throughout the term if Operator's Authorised Officers are engaged	
4.10	Use reasonable endeavours to ensure that sufficiently trained personnel who are submitted to be authorised as an Authorised Officer are granted such authorisation.	T	T	O	O	O	Continuing throughout the term if the Operator submits sufficiently trained personnel to be authorised as an Authorised Officer	
4.11	Ensure all Students travelling on a School Opal Card tap on and off using the Ticketing Equipment, including OpalConnect.	O	O		T	T	Continuing throughout the Service Term	
4.12	Ensure all passengers travelling on a Bus Service have a valid Ticket.	O	O		T	T	Continuing throughout the Service Term	

## 5. Government Subsidised Travel Schemes, including SSTS

The Operator must provide the following Services in order to ensure all students have appropriate bus passes under SSTS and persons eligible for other Government Subsidised Travel Schemes have access to concessional and free transport, as required by TfNSW.

	Functional Description	Res	Acc	Sup	Con	Inf	When	Paragraph
5.1	Provide administration of any Government Subsidised Travel Schemes approved by the Minister for Transport in accordance with clause 8 of Schedule 1 of the TA Act and notified to the Operator by TfNSW from time to time (including SSTS). Administration activities may include: a) receiving and retaining applications; b) assessing the eligibility of applicants; and c) maintaining administration records.	T	T	O	O	O	Continuing throughout the Service Term	
5.2	Manage travel entitlements conferred by Government Subsidised Travel Schemes.	T	T	O	O	O	Continuing throughout the Service Term	
5.3	Planning and determining the most cost-effective route of travel on the Routes.	O	O		T	T	Continuing throughout the Service Term	
5.4	Issue new and replacement instruments evidencing proof of entitlement under a Government Subsidised Travel Scheme, whether purchased or not e.g. travel passes, term passes, concession cards.	T	T		O	O	Continuing throughout the Service Term	
5.5	Liaise with schools, TAFE colleges and other relevant organisations where school students or concessional customers are serviced by the Routes, to ensure the Services are meeting the requirements of those persons.	O	O		T	T	On a regular basis, continuing throughout the Service Term	
5.6	Attend schools, TAFE colleges and other relevant organisations for meetings with relevant persons to communicate transport arrangements and work through and resolve service issues.	O	O		T	T	As required throughout the Service Term	
5.7	Ensure all schools and TAFE colleges serviced by the Routes have access to specific timetable information regarding the individual school or TAFE college and the information is available on the Operator’s website.	O	O		T	T	Continuing throughout the Service Term	

	Functional Description	Res	Acc	Sup	Con	Inf	When	Paragraph
5.8	Comply with the requirements of any guidelines regarding carrying school children issued by TfNSW from time to time.	O	O		T	T	Continuing throughout the Service Term	
5.9	In addition to validation of the instruments referred to in paragraph 5.4 above, ensure that Tickets issued to instrument holders are also validated.	O	O		T	T	Continuing throughout the Service Term	

## 6. Fare and Ticketing

### 6.1 Fares

- (a) All Fares and ticketing policy will be set by TfNSW.
- (b) The Operator must not enable cash payment for Tickets or accept any payment for Tickets other than through use of the Opal Ticketing System.

### 6.2 Prohibition on disincentives, penalties and discounts

The Operator must not impose any charges, fees, penalties, restrictions or other Fare adjustments in connection with any of the Services.

### 6.3 Travel free of charge

The Operator must ensure that travel, free of any direct or indirect charge by the Operator, is provided to Approved Beneficiaries listed in paragraph 6.8 of this Schedule that are eligible for free travel, as amended or notified by TfNSW from time to time.

### 6.4 Government Subsidised Travel Schemes

The Operator must participate in Government Subsidised Travel Schemes, as outlined in paragraph 5 of this Schedule.

### 6.5 Opal Connect on On Demand Services

The Operator must work collaboratively with TfNSW and integrate its systems with TfNSW Systems and Equipment (or the systems and equipment of TfNSW's authorised providers) to implement, and maintain compatibility with, Opal Connect or future systems for On Demand Services, including as updated by TfNSW or its authorised providers from time to time.

### 6.6 Ticketing and revenue protection

- (a) The Operator must take reasonable steps to ensure all passengers travelling on a Bus Service have a valid Ticket, including that the Ticket is valid for the journey being taken by the passenger.
- (b) The Operator authorises TfNSW, and persons for and on behalf of TfNSW, to enter and remain on any Bus providing Bus Services or any Transit Stop, for the purpose of carrying out Ticket inspection and revenue protection activities.
- (c) The Operator must ensure that its Staff comply with any reasonable direction given to them by TfNSW, or a person for and on behalf of TfNSW, carrying out the activities referred to in paragraph 6.6(b) above.
- (d) Subject to the terms of this Contract:
  - i) TfNSW will be responsible for the collection of Fare revenue using the Ticketing Equipment including OpalConnect. The Operator acknowledges and agrees that:
    - A) subject to paragraph 6.6(d)(i)(B), TfNSW will procure that Ticketing System Income will be transferred to the Operator. TfNSW may from time-to-time issue policies and procedures to the Operator regarding the calculation and transfer of Ticketing System Income with which the Operator must comply; and
    - B) TfNSW may direct the Operator that Ticketing System Income will be retained by TfNSW in which case paragraph 2(a)(vii) of Schedule 3 (Payment) and paragraph

4(a) of this Schedule 1C (Services – Ticketing and Revenue Protections) no longer apply.

- ii) the Operator will be responsible for protection of Fare revenue to the extent specified in this Schedule; and
  - iii) the Operator is not entitled to any fine revenue received by the Operator.
- (e) The Operator must minimise Fare evasion on the Bus Services including by:
- i) operating in accordance with all relevant TfNSW Policies as notified by TfNSW to the Operator from time to time;
  - ii) providing TfNSW with assurance (to the satisfaction of TfNSW) that the Operator's Authorised Officers (to the extent that the Operator chooses to engage Operator's Authorised Officers) are competent, trained, appointed as, and undertake the duties, of Authorised Officers;
  - iii) producing a monthly Fare evasion report as specified by TfNSW;
  - iv) co-operating with TfNSW in implementing Fare evasion strategies as required by TfNSW, including twice yearly fare evasion surveys; and
  - v) co-operating with and providing access to Contract Buses to TfNSW, TfNSW Authorised Officers and the NSW Police to enable them to undertake revenue protection and crime prevention activities.
- (f) The Operator must ensure that all students traveling on all Bus Services have tapped on/off the Bus.

**6.7 Full Fares and Concessions Fares applicable on Services (other than On Demand Services)**

The persons identified in the following are Approved Beneficiaries eligible for concession fares prices.

Customer Group	Concession card/s (a sample of which can be supplied by TfNSW from time to time)	Concession fares
Aged 4-15 (inclusive)	No card (Proof of Age Card available to verify holder is under 16)	Child fare
Aged 16 and over	NSW Senior Secondary Card	Half fare
	NSW Tertiary Student Concession Card	
	NSW Tertiary Student Identification Card	
	NSW Half Fare Entitlement Card for Jobseekers	
	Apprentice and Trainee Card	
Pensioners (all ages), seniors, asylum seekers and carers	Pensioner Concession Card Seniors Card – NSW and interstate Concession Entitlement Card (asylum seekers)	Pensioner fares (Pensioner excursion (PET) fare or half fare)



**6.8 Approved Beneficiaries of travel free of charge on Services**

The persons identified in the following table will be eligible for free travel.

Customer Group	Concession Card/s (a sample of which can be supplied by TfNSW from time to time)	Concession fares
Aged 0-3 (inclusive)	No card	Free Travel
School students eligible for free travel	SSTS card	Free Travel (To/from school/college)
People with disabilities	Ex-member of Defence Forces Pass	Free Travel
	Ex-member of Defence Forces Pass – Blinded Soldier	
	Vision Impaired Persons Pass – NSW and interstate	
Attendant	Transport concession cards marked ‘ Plus Attendant’	Free travel for Attendant when accompanying card holder
	Companion Card	
Recognised for service	NSW Travelcard	Free Travel
	World War 1 Veteran/Widow	
Employees	Employee passes as determined by TfNSW from time to time	Free Travel