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Preface

Iarnród Éireann

Freedom of Information Act 2014

Section 8 Publication Scheme

Preface

In compliance with Section 8 of the Freedom of Information (FOI) Act 2014, Iarnród Éireann Irish Rail has produced a publication scheme, which provides a guide to the general public of the structure of its organisation along with the various functions, powers and services provided by Iarnród Éireann and its duty to the public it serves. In addition to this, the publication scheme must include:

Details of the information that Iarnród Éireann publishes or intends to publish

An organisational overview of Iarnród Éireann and the type of records held by the various departments within the organisation

A guide to making a Freedom of Information request and the fees, if applicable, that are involved and the various timelines that are involved within the request process

The designated decision makers regarding FOI requests in Iarnród Éireann

Information on the right of review and appeal process that is available to individuals making FOI requests

In addition to this, under section 8 of the FOI Act, Iarnród Éireann must include in its scheme

‘The rules, procedures, practices, guidelines and interpretations used by the body and precedents kept by the body for the purposes of decisions, determinations or recommendations, under or for the purposes of any enactment or scheme administered by the body with respect to rights, privileges, benefits, obligations, penalties or other sanctions to which members of the public are or may be entitled or subject under’

‘Appropriate information in relation to the manner or intended manner of administration of any such enactment or scheme ‘

(Freedom of Information Act 2014; Section 8 (e) and (f))

In accordance with subsection 4 of Section 8 of the FOI Act, Iarnród Éireann shall review and, where necessary, revise the material published in its publication scheme on an annual basis

In accordance with subsection 6 of Section 8 of the FOI Act, Iarnród Éireann will maintain a printed version of its publication scheme in its Head Office (Connolly Station Information Desk) for inspection by members of the public during normal office hours, on less than one day's advance notice.

Chapter 1- Introduction to Freedom of Information

1.1 Freedom of Information Act 2014

The Freedom of Information Act 2014 establishes three statutory rights:

Section 9- The right of amendment to records relating to personal information where it is incorrect, incomplete or misleading

Section 10- The right of the individual to access reasons for decisions that affect that person directly

Section 11- The right of access to records held by Government Departments and other public entities that come under the remit of the act.

The purpose of Section 6 of the Freedom of Information Act 2014 is to ensure greater exercise by the public of the three aforementioned statutory rights regarding accessing records.

The FOI Act 2014 enshrines in law the right of members of the public to obtain to the greatest extent possible consistent with the public interest and the right to privacy, information in the possession of public bodies, other bodies in receipt of funding from the State and certain other bodies which is not routinely made accessible to the general member by said organisations. Access to information under the Act is subject to certain exemptions and involves specific procedures and time limits.

As outlined in **Section 6** of the 2014 FOI Act, its main goal is to ensure, in the public greater openness, transparency and accountability regarding:

- (i) The activities of public bodies and their use of public funds
- (ii) Information relating to the performance of such bodies' function
- (iii) Information on services funded by the State

Where has already been made available to the public, this publication scheme indicates where and how they can be accessed.

As stated previously, an online version of this publication scheme will be made available at www.irishrail.ie but Iarnród Éireann will also maintain a printed version of its publication scheme in its Head Office (Connolly Station Information Desk) for inspection by members of the public during normal office hours, on less than one day's advance notice.

1.2 Routinely Available Information

Iarnród Éireann currently makes a wide range of information available to the public in relation to its Annual Report, functions, activities and policies. Such information will continue to be made available without invoking the FOI Act. Many of these records are available to download from its website www.irishrail.ie or by writing to Iarnród Éireann at:

Iarnród Éireann

Corporate Communications

Connolly Station

Amiens Street

Dublin 1.

Tel: 01 8366222

1.3 Public Entitlements under the Freedom of Information Act

Under the Freedom of Information Act 2014, members of the public have a right to access to the following records that come under the scope of the Act unless they are subject to an exemption or are otherwise available to the public:

- All records created from the commencement date (April 21st 2008)
- Any records created before the effective date if it is necessary or expedient in order to understand records created after the effective date
- All records relating to personal information regardless of their creation date
- A Personnel record of a member of staff of an FOI body created from April 21st 2005 and is not being used or proposed to be used in a manner or for a purpose that affects or will or may affect, adversely the interest of the person

- A record of an organisation that provides a service to Iarnród Éireann under a contract of services, if and in so far as it relates to the service be deemed for the purposes of this Act to be held by Iarnród Éireann and be subject to the FOI Act. However, this shall not apply until 6 months after the date of such enactment.

1.4 Definition of a Record

Under the Freedom of Information Act, the following are defined as examples of records:

- Book or other written or printed material in any form
- Map, plan or drawing
- A disc or other mechanical or electronic device in which data other than visual images are embodied so as to be capable, with or without the aid of some other mechanical or electronic equipment, of being reproduced from the disc, tape or other device
- A film, disc, tape or other mechanical or electronic device in which visual images are embodied so as to be capable, with or without the aid of some other mechanical or electronic equipment, of being reproduced from the film, disc, tape or other device
- A copy or part of any thing which falls within the previous examples

1.5 Exemptions under FOI

Access to information under the Act is subject to certain exemptions and involves specific procedures and time limits. Such exemptions may relate to the right to privacy of the individual or to instances of records relating to information obtained in confidence or commercially Sensitive Information. Details of the Exemptions are listed in the following sections of the FOI Act:

Section 28 -Meetings of the Government

Section 29 -Deliberations of FOI Bodies (PI)

Section 30 -Functions and negotiations of FOI bodies (PI)

Section 31 - Parliamentary, court and other matters

Section 32- Law enforcement and public safety

Section 33- Security, defence and international relations

Section 35- Information Obtained in Confidence (PI)

Section 36- Commercially sensitive information (PI)

Section 37- Personal Information (PI)

Section 39- Research and natural resources (PI)

Section 40- Financial and economic interests of the State (PI)

Section 41- Enactments relating to non-disclosure of records

Many of these exemptions are subject to a Public Interest (PI) test and may not be applied should the designated decision maker determine that it is in the public interest to grant the request rather than to deny it.

In addition to this, certain exemptions are administrative in nature and are outlined in **Section 15 of the FOI Act**

Chapter 2- Making a Request under the Freedom of Information Act 2014

2.1 Iarnród Éireann Freedom of Information Contact

Applications requesting access to records under the Freedom of Information Act should be in writing and addressed to:

Ms. Sue Stanley

Freedom of Information/Data Protection Officer

Iarnród Éireann

Connolly Station

Amiens Street

Dublin 1.

Telephone: 01 703 4293

Alternatively, a request may be submitted by e-mail to foi@irishrail.ie

When submitting a request under the Freedom of Information Act, the following procedures must be followed:

- The requestor must cite that the request is being made under the Freedom of Information Act
- The requestor must provide sufficient detail in relation to the information sought in order to enable the record to be identified by the taking of reasonable steps
- The requestor must specify, if required, the desired format that they wish the information to be provided in – photocopy/ computer disk
- If the request relates to personal information, proof of identification will be required. The requestor will be asked to provide a photographic proof of identification such as a passport or driving license

- In order to expedite the request, the requestor should provide a daytime telephone number or e-mail address so that contact can be quickly established if the issue of application clarification arises
- Under the FOI Act, Iarnród Éireann will give reasonable assistance to members of the public seeking to make an FOI request.

Details and a FOI application form can be found at <http://www.irishrail.ie/about-us/freedom-of-information>

2.2 Assistance to requestors with a disability

If a requestor has a disability, Iarnród Éireann will provide assistance in order for the requestor to exercise their full rights under the FOI Act

2.3 Notifications of Decisions on Requests Made under Freedom of Information

The Freedom of Information Act requires Iarnród Éireann to acknowledge receipt on an FOI request within 2 weeks and to notify the requestor of its decision within 4 weeks from the date of receipt of the request itself. **Under the Freedom of Information Act, a week means a period of 5 consecutive week-days and, in determining such a period, a Saturday, Sunday or a public holiday (within the meaning of the Organisation of Working Time Act 1997) shall be disregarded.**

However, **under Section 14** of the Freedom of Information Act, Iarnród Éireann may extend the 4 week period by an additional 4 weeks if the request relates to a significant number of records or if the exact same request has already been made and the decision making process regarding the first request is already underway. Should this extension be sought, Iarnród Éireann will write to the requestor to notify them of this decision. This will occur before the initial 4 week period expires.

If Iarnród Éireann fails to process the request within the established timelines, it will have been deemed to have refused the request and the request will automatically proceed to the Internal Review Stage.

Once a decision has been made regarding the request, Iarnród Éireann will notify the requestor its decision via written correspondence.

2.4 Granting a Request:

Should the request be granted, Iarnród Éireann will endeavour to provide the records in the format outlined in the initial request unless it would be significantly more efficient to make the record available in another format, or if the manner requested would be physically detrimental to the record in question, or involve an infringement of copyright.

2.5 Refusing or Partially Granting a Request:

If Iarnród Éireann decides to refuse the request or partially grant it due to the exemptions, it will advise the requestor of this fact via written correspondence, outlining the grounds for the decision reached whilst advising of their right to appeal the process, along with details on how to begin the appeals process should the requestor wish it.

2.6 Deferring a Request

Under **Section 16** of The Freedom of Information Act, Iarnród Éireann may defer access to records for the following reasons:

- The record was prepared for the Houses of the Oireachtas or an Oireachtas Committee on a day falling within a reasonable period after the receipt of the request.
- Granting of the information before a specified day would in the opinion of the Head be detrimental to the public interest
- The record concerned is held by a Department of State and the Minister of the Government whom functions in relation to that Department considers that the record or part thereof or any matter to which it relates is of such interest to the public generally that he or she intends to inform either or both of the Houses of the Oireachtas of the contents of the record or part or of the matter or otherwise to publish the contents of the record or part or information relating to the matter on a day not later **than one week after the appropriate time specified in section 13(3) (the “specified day”)**

In such an instance, the record will be offered to the requestor no later than 1 week after the expiration of the deferral period or the day on which the fee, if applicable, is paid.

The record will be kept available until the expiration of the period of 4 weeks of the initial receipt or the expiration of the period of 4 weeks post the expiration of the initial deferral period depending on which time period is longer.

If Iarnród Éireann opts to defer access to a record, it will advise the requestor of this fact via written correspondence and the grounds for the decision reached, whilst advising the requestor of their right to appeal the process and details on how to begin the appeals process should the requestor wish it.

2.7 Freedom of Information Decision Makers in Iarnród Éireann

The nominated decision makers in Iarnród Éireann are:

Heidi Reardon – Chief Executives Office

Eddie Giblin –Finance Division

Gwen Jones- Commercial Division

Sheldon Norton- Train Operations Division

John Kennedy- Infrastructure Management Division

Norman Harte - Human Resources Division

Katherine McSharry - Safety Division

Sue Stanley – Corporate Communications

Louis Gilvarry - Procurement

Once a Freedom of Information Request has been received and acknowledged by the Freedom of Information Officer, it will be forwarded to the relevant decision maker. And the Freedom of Information will revert to the requestor with the decision within the outlined period of time.

2.8 Right to Appeal or Seek an Internal Review

If a requestor is dissatisfied with the decision that it received regarding access to records, under **Section 21** of the Freedom of Information Act he/she is entitled to seek an internal review of the initial decision. In addition to this, if the requestor has not received a reply within the allotted 4 weeks of the application without the decision maker seeking a deadline extension under Section 14 or a deferral under Section 16, Iarnród Éireann is deemed to have refused the request and the application automatically proceeds to the Internal Review Process. The review is carried out by an official who is at a higher level in Iarnród Éireann than the initial decision maker and who has the power to uphold, vary or annul the original decision.

Requests for an internal review should be submitted in writing to:

Mr. Barry Kenny

Iarnród Éireann Corporate Communications Manager

Connolly Station

Amiens Street

Dublin 1.

Telephone: 01 703 2607

Under Section 21 of the Freedom of Information Act, the request for an internal review must be submitted within 4 weeks of the internal decision and the requestor must be informed of the decision of the Internal Reviewer within 3 weeks else the request will have deemed to have been refused

A fee of €30 must accompany the request for an internal review except for the following instances:

- Where the initial requestor did not receive a reply within the outlined timeframe so the request was automatically escalated to the internal review stage.
- Where the request refers to personal information
- Where it relates to a decision to impose a fee or deposit
- Where it relates to a request regarding the right of the individual to access reasons for decisions that affect that person directly

2.9 Right to Seek a Review by the Information Commissioner

Under Section 21 of the Freedom of Information Act, if a requestor is dissatisfied with the decision that they have received from the internal review process, or if the requestor has their request denied by virtue of not having received a decision within the allotted period of three weeks, they are entitled to seek an independent review of the decision from the Information Commissioner.

Requests for an internal review should be submitted in writing to:

Office of the Information Commissioner

18 Lower Leeson Street

Dublin 2.

Telephone: 01 6395689

Email info@oic.ie

Website: www.oic.ie

An Application for an Independent review by the Information Commissioner must be made within two weeks after the notification of the decision of the Internal Reviewer or, should the Information Commissioner choose to extend that period, no later than 6 months after that period extension. The decision of the Information Commissioner shall be binding.

A fee of €50 must accompany the request for a review by the Information Commissioner except in the following instances:

- Where the initial requestor did not receive a reply within the outlined timeframe so was automatically entitled to make an Appeal to the Information Commissioner.
- Where the request refers to personal information or in
- Where it relates to a decision to impose a fee or deposit
- Where it relates to a request regarding the right of the individual to access reasons for decisions that affect that person directly

2.9 Appeals to the High Court

A party involved in the review by the Information Commissioner may appeal its decision on 2 grounds alone:

1. A point of law
2. Where one of the parties involved contends that the release of a record concerned would contravene European Union Law on a finding of fact set out or inherent in the decision

Chapter 3- Fees and Charges

3.1 Under the Freedom of Information Act 2014, there are no fees involved in making a Freedom of Information request. In addition to this, no charges will be levelled for the first 5 hours (€100) of the search and retrieval process involved in the Freedom of Information request. Under **Section 27** of the Act, the search and retrieval process includes:

1. Determining whether Iarnród Éireann holds the information requested
2. Locating the information or documents containing the information
3. Retrieving such information or documents
4. Extracting the information from the files, documents, electronic or other information sources containing both it and other material not relevant to the request
5. Preparing a schedule specifying the records for consideration for release

3.2 Charging Scheme

The proposed charging scheme under the Freedom of Information Act is as follows:

Hours	Search, Retrieval & Copying Fees (€20 per hour)
	€
1	0.00
5	100.00
15	300.00
20	400.00
25	500.00

Format	Charging structure
Photocopy	€0.04 per sheet
CD Rom	€10.00
Radiograph/X-ray	€6.00

As per the guidelines issued by the Department of Public Expenditures FOI Central Policy Unit, if the fees exceed €700, Iarnród Éireann has the option, after first offering assistance to refine the search and thus reduce the fee, to refuse the request under Administrative Exemptions or charging the full cost of the request.

Iarnród Éireann will also first offer assistance to refine the search so as no charge may be entailed by the requestor.

As stated in **Section 27** of the Act, where the request involves personal information, a charge shall not be made unless it relates to a significant number of records and not before the financial means of the requestor has been taken into account.

In addition to this, fees may be waived if, in the opinion of the decision maker, some or all of the information contained in the record sought would be of particular assistance to an issue of national importance

Where the search and retrieval fee is likely to exceed the limit of €100, Iarnród Éireann will write to requestor and charge him/her with a deposit of 20% of the overall fee. This must be done within two weeks of receiving the request and must give an estimate of the length of time that the process of search, retrieval and copying will take and inform the requestor that the process will be halted until that deposit is received. Once the deposit has been received, the process will have been deemed to have started from new and the standard four week process will have been deemed to have begun.

In instances where a deposit is sought and paid, and the request is denied or partially granted, Iarnród Éireann will refund the element of the initial charge that exceeds the final charge should it arise, or the full deposit in cases where the revised search and retrieval costs are under the minimum charge threshold

Where a charge or deposit is annulled or varied under the Internal Review process or review by the Information Commissioner, the amount of the charge or deposit shall be refunded to the requestor or, in the instance of the recalculated charge, the excess of the original charge against the revised charge shall be refunded also.

A fee of €30 must accompany the request for an internal review

A fee of €50 must accompany the request for a review by the Information Commissioner

Fees may be paid by bank draft, postal order or Money Order made payable to Iarnród Éireann

Chapter 4- Overview of Iarnród Éireann

4.1 Establishment of Iarnród Éireann

Iarnród Éireann as an entity was set up pursuant to **Sections 6 and 7 of the Transport (Re-organisation of Córas Iompair Éireann) Act 1986**. It was incorporated on January 20th 1987 and commenced trading on 2nd February 1987. It is wholly owned subsidiary of Córas Iompair Éireann and the principal objective of Iarnród Éireann as outlined by the act is “shall be stated in its memorandum of association to be to provide, within the State and between the State and places outside the State, a railway service and a road freight service and for those purposes to exercise functions in that behalf conferred on the Board by the **Transport Act of 1950** or any other enactment” In addition to this, Iarnród Éireann also operates Rosslare Europort.

4.2 Iarnród Éireann Records that are Exempt from Freedom of Information

All records in the possession of Iarnród Éireann, insofar as they relate to the operation of Rosslare Europort and its freight operations in the State are deemed to be exempt under Schedule 1 Part 1 – Partially Included Agencies of the Freedom of Information Act 2014

4.3 Duties of Iarnród Éireann

The powers and duties of Iarnród Éireann are outlined in **Section 13 of the 1950 Transport Act** and include:

- To operate transport services
- To consign merchandise
- To enter into and carry agreements or arrangements with any person carrying on business as a carrier of passengers or merchandise, providing for the carriage of passengers or merchandise by or on behalf of Iarnród Éireann and that other person under one contract or at a through charge or in the same vehicles or containers, whether belonging to Iarnród Éireann or not
- To store merchandise, whether or not that merchandise has been or is to be carried by Iarnród Éireann

- To carry on any hotel, place of refreshment service or refreshment service which was carried on by either dissolved undertaker or by any other transport undertaker whose or part of whose transport undertaking is acquired by Iarnród Éireann under this Act and to provide both for its passengers and for other persons, living accommodation, places of refreshment (including hotels and restaurants) and refreshment services
- To provide such amenities and facilities for passengers and other persons as it may appear to Iarnród Éireann requisite or expedient to provide
- To carry on any activities (whether mentioned in any previous paragraph of this subsection or not) which have been carried on by either dissolved undertaker or by any other by any other transport undertaker whose or part of whose transport undertaking is acquired by Iarnród Éireann under this Act
- To construct, manufacture, purchase, hire, let, maintain and repair anything required for the purpose of carrying passengers or merchandise by rail, road, sea or inland waterway or otherwise for the purpose of a transport undertaking
- To provide and equip stations, depots, garages, quays, wharves, jetties, harbours, workshops, offices and other buildings and port facilities, and carry out other works in connection with or for the purposes of its undertaking
- To provide, own, hire, let or use railway rolling stock, road vehicles, ships, barges, lighters, tugs, ferry boats and other vehicles or craft moved, propelled or drawn by mechanical, electrical, animal or other motive power and run and operate the same.
- To buy land, or take land on lease or under any form of tenancy
- To make working agreements or arrangements for the provision by any person of transport services which Iarnród Éireann is required or authorised to provide or for the provision by Iarnród Éireann of any transport services which any person has power to provide.
- To do anything for the purpose of advancing the skill of persons employed or to be employed by Iarnród Éireann or the efficiency of the equipment of Iarnród Éireann or of the manner in which the equipment is operated including the provision by Iarnród Éireann and the assistance towards the provision by others of facilities for training and research.
- To establish and support, or aid in the establishment and support of, associations, clubs, institutions, funds, trusts and conveniences calculated to promote the welfare of its employees or ex-employees and the dependents and the dependents or relatives of such employees or ex-employees

- To make payments towards insurance for benefit of all or any of its employees or ex-employees or the dependents or relatives of such employees or ex-employees
- To subscribe or guarantee money for charitable or benevolent objects or for any institution or any public, general or useful object
- To do all such other things which in the opinion of the board of Iarnród Éireann are calculated to facilitate the proper carrying on of the business of Iarnród Éireann

Full details concerning the company's name and aims to set out the main and subsidiary objectives of Iarnród Éireann and are outlined in the company's Memorandum of Understanding¹

¹ Full details of the Memorandum of Understanding can be found in Appendix 1

Chapter 5- Power Granted to Iarnród Éireann to seek a railway order

5.1 Powers Granted to Iarnród Éireann and the Procedures Involved in Exercising Them

The following section outlines the power granted to Iarnród Éireann to seek a railway order, details of the legislation, which underpins and the processes that must be followed when exercising them.

5.2 Railway Orders

A Railway Order is a planning process involved in initiating new railway schemes which may include the temporary or permanent compulsory acquisition of land. Until 2001 the legislation outlining the procedures involved in undertaking a railway order was contained in the **Transport Act 1963** but The **2001 Transport (Railway Infrastructure) Act 2001** repealed this and established a new set of legal criteria that Iarnród Éireann had to adhere to when seeking a railway order. **Under Section 37 of the 2001 Transport (Railway Infrastructure) Act 2001 which was later amended by the Planning and Development (Strategic Infrastructure Act 2006)**, Iarnród Éireann apply to An Bord Pleanála for a railway order. **Under Section 46 of the Dublin Transport Authority Act 2008**, Iarnród Éireann must have the consent of the National Transport Authority Act prior to making the application.

5.3 The Right to enter onto Land for Surveying Purposes

Under **Section 36 of the 2001 Transport (Railway Infrastructure) Act 2001**, prior to applying for a railway order, Iarnród Éireann or an agent of theirs authorised in written format and appropriate identification may enter land and:

- Inspect and survey land and make an inquiry, investigation or examination for the purpose of ascertaining whether or not the land is suitable for the purposes of the construction of a railway.
- Carry out any investigation or examination thereon preliminary or incidental to the purposes aforesaid
- Bring with him/her other persons and equipment as he/she may consider necessary for his/her functions
- Line sight, drill, bore, probe or excavate or take samples, undertake tests as he/she consider necessary as part of the site visit
- Inspect, survey the land and make inquiry, investigation or examination for the purpose of ascertaining whether or not the land is suitable for the purposes of fulfilling any of the related functions of the Agency.

An authorised agent shall not enter a private dwelling save it is with the express permission of the occupier or has obtained a warrant from the local district court.

Where an agent is refused access to the land, they may apply to the local District Court for a warrant authorising entry. A judge shall, if satisfied that such entry is necessary or expedient, grant said warrant which must be produced to the owner or land occupier if requested.

Iarnród Éireann shall be liable to make good on all damage done to land during the site visit. If Iarnród Éireann fails to do so, the owner/occupier is entitled to seek compensation from Iarnród Éireann by legal means if necessary.

5.4 Applying for a Railway Order:

The application for a railway order shall be in written format and outline that the order be designated for heavy rail must also be accompanied by the following:

- A draft of the proposed Order
- A plan of the proposed railway works
- A book of reference to the above plan, indicating the identity of the owners and of the occupiers of the lands described in this plan
- A statement of the likely effects on the environment (referred to subsequently in this Part as an 'environmental impact statement') of the proposed railway works

And a draft plan and books of reference shall be in such form as the Minister may specify or in a form to the like effect.

The construction of railway works, the subject of an application under this Part shall not be undertaken unless the Board has granted an order **section 43**

The following rail works are exempted for needing to seek a railway order under the Planning and **Development Act 2000**:

- 1) Development consisting of the carrying out of railway works, including the use of the railway works or any part thereof for the purposes of the operation of a railway, authorised by the Minister and specified in a railway order or of any incidental or temporary works connected with such development
- 2) Development consisting of the carrying out of railway works for the maintenance improvement or repair of a railway that has been built pursuant to a railway order

5.5 Environmental Impact Statement

Under Section **39 of the 2001 Transport (Railway Infrastructure) Act 2001** (later amended by the Planning and Development (Strategic Infrastructure Act 2006), for the purposes of obtaining a railway order an environmental railway order must contain the following:

- A description of the proposed railway works comprising information on the site, design and size of the proposed railway works
- A description of the measures envisaged in order to avoid, reduce and, if possible, remedy significant adverse effects
- The data required to identify and assess the main effects which the proposed railway works are likely to have on the environment
- An outline of the main alternatives studied by the applicant and an indication of the main reasons for its choice, taking into account the environmental effects
- A summary in non-technical language of the above

It should also contain in order to further clarify and support the aforementioned information:

A description of the physical characteristics of the whole proposed railway works and land-use requirements during the construction and operational phases

An estimate by type and quality of the expected residues and emissions (including water, air and soil pollution, noise, vibration, light, heat and radiation) resulting from the operation of the proposed railway works

A description of the aspects of the environment likely to be significantly affected by the proposed railway works such as-

- human beings, fauna flora,
- soil, water, air, climate etc.
- material assets- architectural and cultural heritage

A description of the likely effects (indirect, indirect, long/short term, cumulative, positive, negative temporary and permanent) on the environment by the proposed railway works on the environment from-

- The existence of the proposed railway works
- The use of natural resources
- The emission of pollutants, the creation of nuisances and the elimination of waste

larnród Éireann must also include the methodologies involved in measuring and forecasting the effects on the environment and any deficiencies that may be involved in using such methodologies

A summary in non-technical language of the above must also accompany it.

5.6 Notification of Intent to Apply for a Railway Order:

Under Section 40 of the 2001 Transport Act (Railway Infrastructure) Act 2001 (amended by the Planning and Development Act 2006), larnród Éireann must first publish its intention to seek a railway order and must adhere to the following established procedures:

- Publish a notice in one or more newspapers in the area to which the order relates indicating its intention to apply for a railway order, where copy of the draft order and all supporting documents will be kept for a period of 6 weeks, invite submissions from the public regarding the order, outlining where a copy of the draft order may be viewed/purchased and if the railway works will have an impact on the environment in Northern Ireland.
- Keep a copy of the draft order and all supporting documents at a place which is easily accessible to the public for a period no less than 6 weeks, An Bord Pleanála has the right to designate areas where the documentation shall be kept
- Serve the relevant local authority in whose jurisdiction the works will take place with a copy of the draft and accompanying documentation
- Serve a copy of the notice along with draft order and all supporting documents on every land owner and occupier of land referred to in the draft order.
- If the railway works will have an impact on the environment in Northern Ireland, copy of the draft order and all supporting documents must be served to the relevant prescribed body in Northern Ireland

Members of the public may inspect a copy of the draft railway order and supporting documentation free of charge during the prerequisite 6 week notice period and have the right to purchase copies or extracts of any of the documentation upon payment of a reasonable copying fee.

Members of the public have a right to make submissions to An Bord Pleanála regarding the railway order and/or its environmental impact

If the railway works will have an impact on the environment in Northern Ireland, the prescribed authority in Northern Ireland can enter into consultation with An Bord Pleanála and CIÉ (on behalf of Iarnród Éireann).

Under Section 40 of the 2001 Transport Act (Railway Infrastructure) Act 2001 (amended by the Planning and Development Act 2006), An Bord Pleanála can require Iarnród Éireann to furnish further information if it feels that the Environmental Impact Statement has not met the requirements outlined in Section 39 of the 2001 Transport Act, or if it determines that further supporting documentation is needed.

In instances such as this, An Bord Pleanála will require Iarnród Éireann to publish notices in one or more newspapers in the area to which the order relates, and to make the documentation available for inspection for a period of 3 weeks after the notice is published, as well as invite further submissions based on the additional information made available.

5.7 Oral Hearing

Under **Section 40 of the 2001 Transport Act (Railway Infrastructure) 2001** (amended by the Planning and Development Act 2006), An Bord Pleanála has the discretion to hold oral hearings into an application for a railway order.

The procedures and powers allocated to such a hearing such as compelling the appearance of witnesses and the taking of oaths etc are outlined in Sections 135, 143 and 146 of the Planning and Development Act 2000.

5.8 Granting of an Order

Under **Section 43 of the 2001 Transport Act (Railway Infrastructure) 2001** (amended by the Planning and Development Act 2006), An Bord Pleanála can grant a railway order which may be subject to certain provisions (**Section 44**) and shall come into operation upon the expiration of 8 weeks after the order was made unless judicial proceedings have been initiated under **Section 47 of the Act**. Under that same section, An Bord Pleanála can revoke the railway order where there is a failure or refusal to comply with a condition, restriction or requirement specified

in the order. Once a railway order is granted, under **Section 46** the same Act Iarnród Éireann must:

- Deposit a copy of the railway order at its Head Office (Connolly Station) and such other places specified by An Bord Pleanála for 5 years following the opening for traffic of the railway and shall be available for inspection by members of the public who have the right to purchase copies or extracts of any of the railway order upon payment of a reasonable copying fee.
- Serve a copy of the relevant extracts from the railway order and the plan referred to therein on every planning authority for the area to which the order elates and to every occupier and owner of land in the land referred to in the railway order

5.9 Right to Appeal Railway Order

Under Section 47 of the Transport Act (Railway Infrastructure) Act 2001 a person shall not question the validity of a railway order other than by way of an application for judicial review under Order 84 of the Rules of Superior Courts (SI No. 15 of 1986).

5.10 Power to Compulsory Acquire Land

Under **Section 45 of the Transport Act (Railway Infrastructure) Act 2001** (amended by the Planning and Development Act 2006), once a railway order comes into effect, CIÉ (on behalf of Iarnród Éireann) is authorised to compulsory acquire any land or rights in ,under or over land or any substratum specified in the order and, for that purpose the railway order shall be treated as a compulsory purchase order outlined in section **10 (1) of the Local Government (No.2) Act 1960 (inserted by section 86 of the Housing Act 1966)** which has been made and confirmed and, accordingly, that section shall apply and have effect in relation to the order with the modifications that-

- References to the local authority shall be construed as including references of Iarnród Éireann
- References to the Minister for the Environment, Heritage and Local Government shall be construed as references to the Board
- The reference in subsection **(4) (a) to Section 78 of The Housing Act 1966** shall be construed as including a reference to subsections (1), (4) and (5) of that section.

In addition to this, where Iarnród Éireann proposes to acquire land under **section 45** it is more efficient and economical to acquire additional adjoining land may do so with the consent of the Minister and of any person having an interest in or right in, under or over the adjoining land notwithstanding the fact that the adjoining land is not specified in the railway order.

Iarnród Éireann shall comply with directions of the Minister for the Environment, Heritage and Local Government in relation to land acquired under **Section 45**.

5.11 Power to Enter Land and Undertake Railway Works

Under Section 48 of the Transport Act (Railway Infrastructure) Act 2001, once a Railway Order has commenced, Iarnród Éireann may for the purpose of carrying out works allowed under that order:

- Enter on any land the subject of the railway order and carry out on the land railway works authorised by the order.
- Enter on any land the subject of the order land and occupy it or otherwise make use of it for the purpose of carrying out the works aforesaid
- Enter on any land for the purpose of carrying out any maintenance or improvement of the railway concerned
- Enter on any land and attach to any wall, house or other building any bracket, cable or wire or other fixture required for the construction, operation or maintenance of the railway concerned
- Enter on any land and underpin or otherwise strengthen any house or other building affected or likely to be affected by the works or the railway aforesaid
- And so on any such land all such things as are, in its opinion, ancillary to, or reasonably necessary for, the purpose aforesaid.

5.12 Constraints on Exercising the Power to Enter Land and Undertake Railway Works

Before invoking the rights conferred upon it by **Section 48**, Iarnród Éireann shall obtain the consent of any owner or occupier of the land concerned

They shall give any owner or occupier of the land not less than fourteen days' notice in writing stating its intention to enter on the land, the purposes for which the entry is intended to be made and that he or she may apply to the District Court for an order prohibiting entry.

The District Court may then prohibit entry or set conditions on Iarnród Éireann entering the land which must be adhered to.

Under **Section 48**, Iarnród Éireann may disregard the rulings of the District Court in two instances:

- 1) Access to the land is a matter of urgency regarding the prevention or minimisation of injury, loss or damage to persons or property.
- 2) It is not reasonable possible to comply with giving 14 days' notice of intention to enter land.

In instances where this situation arises, Iarnród Éireann shall give notice of its intention to enter the land and the purposes for the entry is intended to be made or is may follow this procedure as soon as possible thereafter the site visit.

Under Section 48, where an owner or occupier of land (other than a person whose land is acquired under **Section 45**) suffers loss, injury or damage or incurs expenditure in consequence of Iarnród Éireann exercising its power to enter land under this section, Iarnród Éireann shall pay him/her compensation in respect of the loss, injury or damage or incurred expenditure. The compensation shall, in the default of agreement, be determined by arbitration under and in accordance with the Lands Clauses Acts (**other than sections 38 to 67 of the Lands Clauses Consolidation Act, 1845**).

Under Section 48, in determining the appropriate level of compensation payable to the owner or occupier of the land, regard shall be had to any benefit to any property of the persons that arises or may reasonably be expected to arise from the exercise of power concerned by Iarnród Éireann.

5.13 Safety Inspection Prior to Opening Railway

Under Section 51, no part of a railway shall be opened for testing and commissioning or passenger or freight traffic until the following has been demonstrated to the satisfaction of an inspector who has been appointed by the Minister under the **Regulation of Railways Act 1871** that:

- The safety and suitability of the railway, and of the vehicles to be used on such railway
- The appropriateness of the systems and procedures that will be used to ensure the safe operation of the railway

5.14 Power to Lop, Remove or Cut Trees, Shrubs and Hedges

Under Section 15 The Transport (Light Rail Act) 1996 and later **Section 49 of The 2001 Transport (Railway Infrastructure) Act 2001**, Iarnród Éireann was conferred with the power to lop, remove or cut any trees, shrubs or hedges that obstructs or interferes with:

- Surveys or inspections as outlined in Section 36 of **The 2001 Transport (Railway Infrastructure) Act 2001**
- Railway works authorised by The laying and erection of electric wires
- A railway order
- The maintenance, operation or improvement of railway works or cables or other railway apparatus
- The operation of a railway
- The Laying and erection of electric wires
- The safe passage of the railway vehicles including the safety of any passengers on board such vehicles on railway line

5.15 Procedures that must be adhered to Under Section 49

Before lopping or cutting trees or shrubbery, Iarnród Éireann must serve written notice to the owner or occupier of the land or the road authority charged with the maintenance of the road 28 days prior to the event. Once this period has expired, Iarnród Éireann shall commence with the action unless the authority, owner or occupier has already done so.

However, Iarnród Éireann may bypass giving 28 days if the action needs to be undertaken for reasons of safety; however, in instances such as this, Iarnród Éireann will give written notice after the fact and provide them with the reason for doing so.

Where an occupier or owner cuts the trees or shrubbery, they shall be paid for the costs incurred by Iarnród Éireann, in default of agreement, as a simple contract debt in any court of competent jurisdiction.

5.16 Power to Break Up Roads

Under Section 50 of The 2001 Transport (Railway Infrastructure) Act 2001, once the railway order begins, Iarnród Éireann shall be entitled to open, break up and, should it be necessary, alter the route of any public road or construct a new road,

5.17 Conditions to exercising this entitlement

Iarnród Éireann shall not exercise this power without prior written permission of the authority in whose functional area the road is located, or in the case of a new where it will be located. The road authority may grant consent but under certain conditions.

5.18 Service of Notices and Procedures involved

Under Section 52 of The 2001 Transport (Railway Infrastructure) Act 2001, Iarnród Éireann may apply to the Minister for Transport Tourism and Sport for permission to bypass giving notice on the following grounds:

1. Reasonable grounds for dispensing with the service of notice
2. Dispensing with the service of notice will not cause injury or damage to any person

Where notice is required to be given to a person, it should be addressed to the person and given in one of the following ways:

- Where it's addressed to the person by name, by delivering it to the person
- By leaving the notice at the address where the person normally resides or whereas an address for service has been given, at that address
- By sending the notice by registered post or any other form of recorded delivery such as courier addressed to the person at the address where he/she normally resides or, in the case for service has been furnished, at that address
- Where the address at which the person ordinarily resides cannot be determined despite reasonable effort and notice is so required to be served, by delivering it to some person over 16 years of age resident or employed on such land or by erecting a conspicuous position on or near such land or premises.

In instances where the name of the owner or occupier is unknown, correspondence may be addressed to the occupier without employing the occupier's name.

A person who removes, damages, or defaces a notice erected near land or premises shall be guilty of an offence and liable to a fine or term of imprisonment not exceeding 3 months

Under Section 53 of The 2001 Transport (Railway Infrastructure) Act 2001, a person who obstructs or interferes with an agent of Iarnród Éireann who is performing duties of notice in respect to **Section 52** shall be liable to a fine or term of imprisonment not exceeding 3 months

Section 53 of The 2001 Transport (Railway Infrastructure) Act 2001, amends the **1993 Roads Act** and permits Iarnród Éireann to apply to the relevant road authority for direct access from any adjoining land to a motorway or from a motorway to any such land if it is authorised by a railway order or is subject to the application for a railway order.

Chapter 6- Powers Granted to Iarnród Éireann to Make Abandonment of a Railway Line Orders

6.1 Powers Granted to Iarnród Éireann and the Procedures Involved in Exercising Them

Under **Section 21 of the 1950 Transport Act** amended by the **Transport (Reorganisation of Córas Iompair Éireann) Act 1986**, Iarnród Éireann has the power to issue an abandonment order in relation to a railway line. This section outlines the power granted to Iarnród Éireann to seek an abandonment of a railway order, details of the legislation, which underpins and the processes that must be followed when exercising them.

6.2 Notification of Intent to Issue an Abandonment Order

Iarnród Éireann must first publish its intention to seek an abandonment order and must adhere to the following established procedures at least one month before making the order:

- 1) Publish a notice in the Iris Oifigiúil and newspapers in the area to which the order relates indicating its intention to apply for an abandonment order
- 2) Must serve notice of its intention to make the order on every road authority within whose functional area the railway line is situate
- 3) The abandonment order shall specify the date on which it is to come into force.

Where an abandonment order has been made in relation to a railway line, the following provision shall have effect:

6.3 The Process of Railway Abandonment

Where the railway line has been carried over a public road by means of a bridge which the board was, immediately before the operative date of the abandonment order comes into effect, under a liability to maintain

- Iarnród Éireann shall for the purposes of this appoint a date which will not be earlier than 12 months after the operative date

- Iarnród Éireann and the Relevant authority charged with the maintenance of the public road, may, before the appointed date, enter into an agreement for the removal or other method of dealing with the bridge (such as the restoration of the public road, etc) upon such terms and conditions as the parties thereto think fit, and, in that case, the liability of Iarnród Éireann to maintain the bridge shall cease upon the execution of the agreement

If no such agreement is executed, but Iarnród Éireann removes the superstructure of the bridge before the appointed date then:

- The liability of Iarnród Éireann to maintain the bridge shall cease as on and from the date of removal
- The road authority shall, as on and from the date of removal, be liable to maintain so much of the bridge as remains after the removal of the superstructure
- Iarnród Éireann shall pay compensation to the road authority expenses which the road authority may incur by reason of the liability so imposed on them

If no such agreement is so executed and if the superstructure of the bridge is not so removed, then:

- The liability of Iarnród Éireann to maintain the bridge shall cease on the appointed date
- The road authority shall, as on and from the appointed date, be liable to maintain the bridge
- Iarnród Éireann shall pay the road authority compensation for any expense accrued by the authority due to the liability imposed on them

Where a public road has been carried over the railway line by means of a bridge which Iarnród Éireann was, immediately before the operative date, under a liability to maintain

- Iarnród Éireann shall for the purposes of this appoint a date which will not be earlier than 12 months after the operative date
- Iarnród Éireann and the Relevant authority charged with the maintenance of the public road, may, before the appointed date, enter into an agreement for the removal or other method of dealing with the bridge (such as the restoration of the public road, etc) upon such terms and conditions as the parties thereto think fit, and, in that case, the liability of Iarnród Éireann to maintain the bridge shall cease upon the execution of the agreement

If no such agreement is so executed and if the superstructure of the bridge is not so removed, then:

- The liability of Iarnród Éireann to maintain the bridge shall cease on the appointed date
- The road authority shall, as on and from the appointed date, be liable to maintain the bridge
- Iarnród Éireann shall pay the road authority compensation for any expense accrued by the authority due to the liability imposed on them

References to liability to maintain a bridge shall, in the case if no such agreement is so executed and if the superstructure of the bridge is not so removed, then:

- The liability of Iarnród Éireann to maintain the bridge shall cease on the appointed date
- The road authority shall, as on and from the appointed date, be liable to maintain the bridge
- Iarnród Éireann shall pay the road authority compensation for any expense accrued by the authority due to the liability imposed on them

The liability of Iarnród Éireann to maintain a bridge before the operative date shall include approaches to the bridge including- road, pavements, earthworks, fences, drains or works etc.

If the railway line crosses on the level any public road, Iarnród Éireann shall as conveniently may be, remove the rails and do all such other things as may be necessary to render that part of the said public road on which the railway line crossed fit and safe for use by the public, and thereupon liability of Iarnród Éireann to maintain the said part in repair shall cease.

As amended by The Transport Act 1955, The railway company may by notice in writing given to the owner and (if a different person) the occupier of land for the accommodation of whom any such works were made terminate its liability as from the date (not being less than one month after the date of the notice nor earlier than the date upon which the abandonment order comes into force) specified in the notice, and the company shall pay to any such owner or occupier compensation for all such injury or damage (if any) as he may sustain by reason of the cesser of such liability.

Where any structure (bridge, arch, culvert which Iarnród Éireann was liable to maintain) was under **Section 68 of the Railways' Clauses Consolidation Act 1845 made over or under the railway** for the accommodation of owners and occupiers of land adjoining the railway line:

If Iarnród Éireann before the expiration of the 12 months prior to the commencement of the operative date, replace the structure by a crossing over the site of the abandoned railway and it being fit and safe for use, its liability and obligation to maintain the said crossing shall cease.

If Iarnród Éireann does not before the expiration period commence the works:

- It shall on the expiration of the period no longer liable to maintain the structure
- It shall pay any owners and occupiers of land adjoining the railway line, for whose accommodation the structure was made, compensation for all such injury and damage

If before the operative date, there was a right of way over the structure then:

- If Iarnród Éireann replaces the structure by a crossing over the site then a right of crossing shall remain over the new crossing
- If Iarnród Éireann does not replace the structure, then any person for the time being entitled thereto may do all such things as are reasonable necessary for keeping said structure fit and safe for use

6.4 Compensation to the Affected Parties

Where compensation is payable by Iarnród Éireann to any person under **Section 21**:

- The amount shall, in default of an agreement, be determined by an arbitrator appointed by the Minister for Transport Tourism and Sport
- The Minister shall, with the consent of the Minister for Finance, fix the remuneration of said arbitrator and such remuneration shall be paid by the Board

The arbitrator appointed to determine the compensation payable by Iarnród Éireann to any person under this section may having regards to any unconditional offer of compensation made by Iarnród Éireann and not accepted by that person or to any unconditional offer by that person, to accept a certain sum as compensation and not accepted by Iarnród Éireann by his/her award and at his/her discretion-

- Direct Iarnród Éireann to pay a sum (measured by the arbitrator) towards the costs and expenses of that person
- Direct that person to pay a sum (measured by the arbitrator) towards the costs and expenses of Iarnród Éireann
- Direct that Iarnród Éireann and that person respectively to abide their own costs and expenses

Under Section 21, as amended by Section 7 of the 1955 Transport Act, regarding compensation notice under this section may be given to a person in any of the following ways:

- By delivering it to him/her
- By leaving it at the address where he/she ordinarily resides,
- By sending it by post in a prepaid registered letter addressed to him/her at the address where he/she ordinarily resides
- By posting it at or near the land concerned

6.5 Sale of Land Adjoining rail Subject to an Abandonment Order

Under Section 21 as amended by Section 22 of the 1958 Transport Act, Section 4 of 1966 Transport Act and Section 27 of the 1987 Transport Act, Where an abandonment order has been made in respect of any railway line, Iarnród Éireann may sell the land under and adjoining such line either by private treaty to the owner of the land on both sides of such line or by public auction or tender to any persons, including such owner or tenant or local authority.

Chapter 7- Powers Granted to Iarnród Éireann to Make and Enforce Bye-Laws

7.1 Under Section 22 of the 1950 Transport Act, later amended by Transport (Re-organisation of Córas Iompair Éireann) Act 1986, CIÉ has the power to create bye-laws concerning the exercise by Iarnród Éireann of its various functions but only after consultation with Iarnród Éireann and outlined under the 1950 Act includes:

- For regulating the arrival and departure times of trains
- For regulating the loading and unloading of and trains and, subject to any statutory provisions in that behalf, the weights which vehicles and trains are to carry
- For regulating the receipt and delivery of merchandise and other things which are to be carried on vehicles and trains
- For preventing the commission of nuisances in or upon its trains, stations or other property owned by CIÉ
- For maintaining order in and regulating the use of the stations, depots other premises occupied by Iarnród Éireann and the approaches thereto. Including as amended by the **Railway Safety Act 2005** matters relating to the use and parking of vehicles on land belonging to CIÉ such as-
 1. The regulation of traffic generally including, parking restrictions, direction of traffic and the maximum speed on such land.
 2. The making of provision for the fixing of an immobilisation device to any vehicle which has been parked in any place on such land.
 3. The regulation of small public service vehicles (defined under section 3 of the Road Traffic Act) at railways or the approaches thereto
- For providing for the safe custody and re-delivery or disposal of any property found on or in any of its premises, stations etc. and for the fixing the charges to be made by the Board in respect maintaining a lost property system
- Further to **Railway Safety Act 2005** , regulating the travelling upon or use of its vehicles or craft (including a requirement to travel with a valid travel ticket or pass and the issue of such), and the working of transport services provided by Iarnród Éireann

7.2 The Process of Making a Bye-law

CíE will, on behalf of Iarnród Éireann, shall submit any bye-law that it wishes to create to the Minister for Transport, Tourism and Sport. The Minister has the power to confirm, deny or vary the bye-law. On the date that the Minister confirms the bye-law, it comes into effect.

Whilst the Minister considers the bye-law, information notices will be placed in newspapers for 2 successive weeks notifying the public of the following:

- The purpose of the bye-law
- Notification that the bye-law is open for inspection in Connolly Station
- Informing the public of their right of objection which must be lodged with the Minister within 30 days of the first notice being published

The full list of Iarnród Éireann's bye-laws can be found here:

<http://www.irishstatutebook.ie/1984/en/si/0109.html>

7.3 The Power to Enforce a Penalty and Other Related Powers

Under Section 22 of the Transport Act 1950 which was later amended by **Section 128 of the Railway Safety Act 2005**, where a person contravenes a provision of bye-law, which is stated in the bye-laws to be a penal provision, he or she is guilty of an offence and is liable on summary conviction to a fine not exceeding €1,000. This is not inclusive of any fare, tariff or fee payable by him or her to the Board for any damage caused by him or her to property of the Board.

Under Section 59 of the Transport Act 1950 which was later amended by **Section 7 of the Transport Act 1987** and then **Section 128 of the Railway Safety Act 2005**, a person who trespasses on any of the railways of or worked by the Board is guilty of an offence and is liable on summary conviction to a fine not exceeding €1,000.

Under Section 131 of the Railway Safety Act 2005, a person who fails to shut gates at a level crossings is guilty of an offence and is liable on summary conviction to a fine not exceeding €1,000 is liable on summary conviction to a fine not exceeding €1,000.

Section 132 of the Railway Safety Act 2005 where a person attempts to evade paying a fare, they are guilty of an offence and are liable on summary conviction to a fine not exceeding €1,000. This is not inclusive of any fare payable by him or her

Section 129 of the Railway Safety Act 2005 expands **Section 22 of the Transport Act 1950** and confers upon authorised members of Iarnród Éireann, who received appropriate training and instruction, various powers if they reasonably suspect any of that an individual has:

- Failed or is failing to comply with a bye-law (**Section 22; Transport Act 1950**)
- Trespass on railways (**Section 59; Transport Act 1950**)
- Failure to shut gates at certain level crossings (**Section 25; Transport Act 1971 & Section 131 of the Railway Safety Act 2005**)
- Is assaulting or has assaulted or is causing or has caused deliberate harm to another on the railway
- Is causing or has caused wanton or deliberate damage to railway property
- Is obstructing or has obstructed or is impeding or has impeded an authorised agent of Iarnród Éireann in the exercise of the agent's duties under this sections or any provision of bye-laws made under **Section 22 of the Transport Act 1950**
- On any railway property is intoxicated or is committing or has committed an offence or is committing an offence under **Section 15 of the Misuse of Drugs Act 1977**
- If requested by an authorised agent to cease such contravention or action or to so comply, fails to comply with the request
- Unlawful use of system of communication between passengers and train drivers (**Section 118 of the Railway Safety Act 2005**)
- Attempted Fare Evasion (**Section 132 of the Railway Safety Act 2005**)

These powers include:

- The right to use reasonable force, where required, to remove or escort a person from the railway property or train
- In instances where the authorised agent deems it necessary, the power to arrest a person without a warrant
- Require the person to supply their name and address and if that person fails to do so or, as the authorised agent suspects, supplies a false name, can arrest that person without a warrant

If an arrest is made, the arrested person must be delivered into the custody of An Garda Síochána to be dealt with according to law.

A person who fails to or refuses to provide his/her address or supplies a false address to the authorised agent of Iarnród Éireann shall be guilty of an offence and is liable on summary conviction to a fine not in excess of €1,000.

The authorised agents will have been granted with an authorised uniform and with a warrant of his/her appointment.

7.4 The Power to Issue a Fixed Penalty Notice

Under **Section 133 of the Railway Safety Act 2005**, where an authorised agent of Iarnród Éireann suspects that a person has committed or is committing an offence such as previously outlined, the agent may serve the person with a notice stating that:

- The person has committed an offence.
- The person may during the 21 day period beginning at the date of the notice make payment to Iarnród Éireann at the address specified in the notice of €100, or in lieu of that amount such other amount specified for the time.
- A prosecution in respect of the alleged offence will not be instituted during the period specified in the notice and, if payment specified in the notice is made during that period, no prosecution in respect of the alleged offence will be instituted.

Where a Payment Notice is issued

The person who receive the notice may make payment to Iarnród Éireann/Irish Rail at the address specified in the notice

- Once in receipt of the payment, Iarnród Éireann will issue a receipt
- A prosecution in respect of the alleged offence shall not be instituted in the period specified in the notice and if payment is made during the period, no prosecution will be initiated by Iarnród Éireann
- A prosecution in relation to the alleged offence shall not be instituted if payment is made within the timeframe specified in the notice.

In the prosecution for an offence under this Act, the onus is on the defendant to prove that the fixed payment notice was paid.

A template of a fixed penalty notice can be found here:

<http://www.irishstatutebook.ie/2006/en/si/0576.html>

Chapter 8 – Structure and Organisation of Iarnród Éireann

8.1 Board Members

Under Transport (Re-organisation of Córas Iompair Éireann) Act 1986 later amended by the Dublin Transport Authority Act 2008, the board of Iarnród Éireann shall number no more than nine and are appointed and may be removed from Office by the Minister for Transport, Tourism and Sport. The appointees to the Board of Directors shall have wide experience in relation to transport, commercial, financial, land use planning or environmental matters, the organisation of workers or administration.

The current Board of Directors for Iarnród Éireann are:

Phil Gaffney (Chair)

Carolyn Griffiths

Tracey McGee

Mal McGreevy

John Moloney*

Flor O'Mahony

Tommy Wynne*

* Denotes a worker director appointed under **the Worker Participation (State Enterprises) Act, 1977.**

All details on the directors' remuneration are published in the annual reports and can be found here

<http://www.irishrail.ie/about-us/annual-reports>

The Directors are responsible for preparing the annual report and the financial statements in accordance with applicable Irish law and generally accepted accounting practice in Ireland including the accounting standards issued by the Accounting Standards Board and published by the Institute of Chartered Accountants in Ireland. The Full details concerning the rights, powers and duties of the board members are outlined in Iarnród Éireann's Articles of Association.²

² A copy of Iarnród Éireann Irish Rail's Articles of Association can be found in Appendix 2

8.2 Company Mission, Vision & Values

Company Mission Statement: To deliver transport services that continually meet our customers' requirements and help drive Ireland's economic development. .

Vision: Building a better future together by Improving our services and Growing our business.

Values:

- Always Safe
- Customers at the heart of our business
- Valuing our people
- Iarnród Éireann – One Team
- Proud of our past, passionate about our future

Objectives

- To operate in a way which prioritises the safety of our customers and our colleagues, and those who interact with us.
- To serve our customers so that we become their preferred way to travel.
- To prudently manage our finances, grow our revenue, and return Iarnród Éireann to profitability.
- To deliver operational excellence in the delivery of our services.
- To create a great place to work for our employees.
- To work in partnership with our stakeholders in working to achieve our goals.

8.3 Senior Management Team

Chief Executive, David Franks

The Chief Executives role includes leading, directing and delivering operational, safety, and financial strategies and actions to ensure a service that adheres to the company's mission statement. In addition, this role includes the management and development of the senior management team and ensuring the effective introduction and management of the principles of corporate governance within the company. The Chief Executive is accountable to the board for the overall management and administration of all strategies and policy within the company

The following comprise the senior management team of Iarnród Éireann and report directly into the CEO, Mr. Franks.

Director of Train Operations, Jim Meade

The Director of Train Operations' role encompasses the management, control, supervision and delivery of all rail operations within the state which include DART, InterCity, Regional and Commuter services. In addition to this, his role also includes Iarnród Éireann management of the maintenance of the fleet. In conjunction with Northern Ireland Railways, this role would also include the operation of the Dublin to Belfast Enterprise service. Full details on Iarnród Éireann Irish Rail's fleet can be accessed here

<http://www.irishrail.ie/about-us/fleet>

Director of Infrastructure Management, Don Cunningham

The Director of Infrastructure Management has responsibility for civil engineering issues (tracks and structures), signalling and electrical engineering, New works (capital investment projects), Infrastructure Operations (Central Traffic Control and level crossing control centres).

Full details on Iarnród Éireann's infrastructure network can be accessed here

<http://www.irishrail.ie/about-us/infrastructure>

Chief Financial Officer, Aidan Cronin

The Chief Financial Officer's remit includes payroll, financial accounting, accounts payable, exchequer and EU funding, management accounting, strategic cost management, procurement and information technology.

Director of Human Resources, Ciaran Masterson

The Director of Human Resources' duties include Industrial relations, personnel development and training, developing equality and diversity policies and ensuring that Iarnród Éireann adheres to all employment legislation and employs best practice in all internal employment practice.

Commercial Director, Gerry Culligan

The Commercial Director's role involves managing Iarnród Éireann's marketing, sales, ticketing and the customer relations activities to achieve increased passenger numbers and profitable sales revenues. Iarnród Éireann's E-commerce facility comes under this remit as does Advertising and Market research.

Iarnród Éireann Safety Advisor, John Cassidy

The Safety Advisor's Role is to provide specialist advice and support in safety matters across the organisation.

Corporate Communications Manager, Barry Kenny

The Corporate Communications Manager role involves representing Iarnród Éireann in all forms of media and establishing and maintaining a channel of communication between Iarnród Éireann and both the media and general public. In addition to this, the role includes liaising with public representatives, public consultation, internal communication, events management, publicity, developing and progressing social media policy, implementing the official languages act with Iarnród Éireann, Data Protection and Freedom of Information.

General Manager Rosslare Europort, John Lynch

The General Manager, Rosslare Europort's role is the management of all operations of the port, the closest point from the southern part of Ireland to the UK and the European Mainland, and a hub of all the major RORO Passenger and Freight services operating the southern Irish Sea and Continental routes.

8.5 Network Statement

In compliance with **EU directive 2001/14** Statutory Instrument 55 of 201 and further to European Rail liberalisation legislation, Iarnród Éireann Irish Rail published its Network Statement for the use of applicants seeking infrastructure capacity in the Republic of Ireland for the purpose of giving effect to EU Directive 2001/14 of the European Parliament.

The Network Statement is a guide which provides all current and potential train operators wishing to operate train services on our infrastructure with a single source of relevant information on a fair and non-discriminatory basis. It details the general rules, terms, procedures and criteria governing capacity allocation. It also contains information required to submit applications for the allocation of train path capacities and describes the charging system.

In line with our obligations under the Regulations, the Network Statement will be kept up to date and modified as necessary. Please see a pdf link to our Network Statement and the path allocation request form below.

[Iarnród Éireann 2015 Network Statement \(3.5MB\)](#)

[Path Allocation Request Form](#)

Chapter 9- Internal Policies and Governance within Iarnród Éireann

9.1 Code of Ethics:

In July 2002 the CIÉ Board gave its approval for Code of Business Ethics for all employees of CIÉ. The policy has been reviewed and updated in 2005, 2008, 2010 and 2015. The key objectives of this policy is to provide employee guidance regarding acceptable and ethical business practice and to establish and maintain a high standard of confidence, trust and, above all, ethical business standards within Iarnród Éireann. The policy will be reviewed on a regular basis and, when appropriate, developed to ensure that it adheres to best international practice

The Key Principles of the code of ethics are:

- Integrity
- Confidentiality of Information
- Legality
- Disclosure of interest
- Loyalty
- Fairness
- Consideration for Work/External Environment

Full details on the code of ethics and what is expected of Iarnród Éireann employees can be found here

<http://www.irishrail.ie/about-us/code-of-ethics>

9.2 Expenses Policy for Iarnród Éireann Employees

Iarnród Éireann appreciates that instances may occur where employees may incur expenses during the course of their duties. Provided that the expenditure was necessary for the performance of a work related duty, is of a reasonable amount and is verified by an official receipt, Iarnród Éireann allows for employees to reclaim their expenses. In 2008 Iarnród Éireann published its revised policy on claiming expenses and outlined a standardised procedure for employees seeking to claim expenses. As per guidelines issued by the Department of Public Expenditure and Reform, Iarnród Éireann will now publish details of expenses claimed by its employees.

9.3 Subsistence Allowance for Iarnród Éireann Employees

Iarnród Éireann recognises and appreciates that instances may occur where employees may have to travel away from a home location for the purposes for work and as such has a subsistence allowance system to reflect this.

Day Allowances

A day allowance is not payable for an absence at any place within 5 miles of an employee's headquarters or home.

A day allowance will be paid in respect of absence from home or headquarters of 5 hours or more. Time spent at headquarters or on journeys from home or headquarters or vice versa will not reckon towards the qualifying period of 5 hours.

Rates are mutually exclusive i.e. only one or other may be paid.

Night Allowances

A night allowance is not payable for an absence at any place within 15 miles of an employee's home or headquarters. This is extended to 30 miles for those officers provided with a car.

The night allowance covers a period of up to 24 hours from the time of departure as well as any further period not exceeding 5 hours. Subject to the foregoing provision it will be paid for each night necessarily spent away from home or headquarters.

Night and day allowance will not be paid in respect of the same period.

Subsistence Allowances

Day Allowances		
(Travel must be in excess of 5 miles from home location)		
5 hours- less than 10 hours	10 hours or more	
€12.37 per day	€30.06 per day	
OVERNIGHT AND 24 HOUR SERVICE		
(Travel must be in excess of 30 miles from home location)		
First 14 Nights	Next 21 Nights	22 Nights or More
€61.86	€56.57	€31.82

Travel & Subsistence Allowances

Applicable to:

Graded- Iarnród Éireann Executives 1-8 inclusive

Ungraded up to Salary of €72,572 per annum

Subsistence allowances are payable only in respect of necessary and authorised travel away from home location and must accord with Revenue Commissioners Minimum Guidelines in respect of tax free emolument

Furthermore subsistence allowance payable is not intended to meet the whole cost of absence from home and is not intended to be a source of additional emolument.

All authorised travel should be planned in advance where possible, and should only be undertaken in order to efficiently deploy staff i.e. without unnecessarily operating staff with staying away longer than appropriate to be the completion of the task involved. In this regard it is necessary to take into account any reasonable opportunity to return home.

Full particulars of travel must be included on the claim form, which must be endorsed by the authorising officer. The existing overtime and allowances form will be utilised with all payments being issued through the payroll system.

Where the schedule of subsistence allowances is applied, out of pocket expenses will not also be applied. Where accommodation/meals are paid for separately by the Department or Manager concerned, subsistence allowance will not apply. Where out of pocket reimbursement is required, arrangements should be authorised in advance.

At all times it is expected that staff will respect the need to observe the above guidelines for payment. However any wilful breach would be addressed through formal disciplinary procedures.

9.4 Environmental Policy

Public Transport by its nature is a sustainable mode of transport and compared to private car use creates significantly lower levels of greenhouses emissions than private car use. Since 2006 Iarnród Éireann has implemented a wide range of greener business practices to further improve its energy consumption and thus its emission levels, In 2013 Iarnród Éireann introduced an Environmental Policy Statement to further outline its commitment to progressing greener business practices, increasing fuel efficiency and thus lowering emissions. All progress in greener business practices is reported in the Annual Reports. Iarnród Éireann's Environmental Policy Statement can be accessed [here](#)

<http://www.irishrail.ie/media/ieenvpolicynewlogo201308301.pdf?v=8y3dkca>

9.5 Accessibility

As a public service provider, Iarnród Éireann strives to ensure that it provides a service that is accessible to all. As such it has an accessibility policy in place to ensure that all members of the public are able to avail of its service and, where a customer has a disability, that it can provide assistance so that full use of its service is possible. Details on Iarnród Éireann's accessibility policy and practices that it has in place to allow use of its services can be accessed here

<http://www.irishrail.ie/about-us/accessibility>

9.6 Equality and Diversity Policy

Iarnród Éireann is an equal opportunities employer and all employment policy adheres to best practice outlined in the Employment Equality Act which prohibits discrimination in employment on nine distinct grounds. These are:

1. Age
2. Race
3. Gender
4. Religion
5. Disability
6. Family Status
7. Marital Status
8. Sexual Orientation
9. Membership of the Traveller Community

Full details on Iarnród Éireann's Equality & Diversity policy can be accessed here:

<http://www.irishrail.ie/about-us/equality-diversity>

9.7 Drugs and Alcohol Policy

The Railway Safety Act 2005 established new legislation regarding safety critical rail workers and their fitness for work. In compliance with Section 88 of the Act, Iarnród Éireann implemented a Drugs and Alcohol policy for safety critical workers concerning:

- A code of conduct in relation to intoxicants in the workplace for safety critical staff
- The establishment sampling procedures relating to the provision of samples of blood and/or urine
- The provision of counselling and other assistance to safety critical workers on the request of the worker or in respect of person who fail with the legislation in order to assist them in ensuring future compliance with the act.

Full details on Iarnród Éireann's Drug and Alcohol policy can be accessed here

http://www.irishrail.ie/media/reduceddapolicybookletjuly20121_1.pdf?v=grhugqy

9.8 Data Retention Policy

Iarnród Éireann is subject to the **Data Protection Acts 1988 and 2003**. In 2007 Iarnród Éireann introduced a data retention policy which outlined the guidelines regarding the data retention and established timelines regarding how long data is retained in the various departments within Iarnród Éireann.

9.9 Procurement Policy

Iarnród Éireann's Procurement Department is the office responsible for the acquisition of supplies, services, and construction, on behalf of Iarnród Éireann, in a transparent, fair, manner whilst ensuring best value for money and quality of goods and services. In addition to this, the Procurement Department also disposes of all surplus goods and equipment. We strive to develop supply relationships to source our requirements at best value taking into account both quality and cost over the long term. All activities undertaken by Procurement Department comply with all existing legislation and guidelines and includes:

- Directive 2004/17/EC (Utilities directive.)
- Directive 2007/66/EC (Remedies directive)
- CIE Group Procurement Policies and Procedures December 2012 (as amended February 2014).
- Capital works Management Framework <http://constructionprocurement.gov.ie/capital-works-management-framework/>
- Public Procurement Guidelines Competitive Process published 2004 (as amended by OGP from time to time on the etenders site.) – The extent that they apply to a commercial entity.

Full details on Iarnród Éireann's own procurement Terms and Conditions can be accessed here:

<http://www.irishrail.ie/suppliers>

9.10 Safety

Iarnród Éireann's key priority is safety and all of its operations are in compliance with the **Railway Safety Act 2005**. Under Section of the Act, it has implemented a Safety Management System, which has been validated by the Commission for Railway Regulation. Due to the restructuring of Iarnród Éireann, both Train Operations and Infrastructure Manager have their own Safety management systems.

In addition to this, all relevant health, safety and environmental legislation are adhered to at all times and developments to any such relevant legislation will be incorporated into future Iarnród Éireann policy.

9.11 Passenger Rights

In keeping with its mission statement, Iarnród Éireann endeavours to put the customer first in all of its operations. As such Iarnród Éireann developed a customer charter which outlined the various standards and rights that all Iarnród Éireann passengers can expect regarding service punctuality, and reliability, cleanliness, accessibility on trains and at stations, service information, ticket refunds and compensation payments. Full details on Iarnród Éireann's passenger charter can be accessed here:

<http://www.irishrail.ie/travel-information/irish-domestic-rail-travel>

<http://www.irishrail.ie/travel-information/international-rail-travel>

This charter is also available on audio tape, Braille and large print from the Marketing Department at Iarnród Éireann, Connolly Station, Dublin 1.

Along with Iarnród Éireann's own customer charter, rail passenger's rights are also protected by EC Regulation 1371/2007. Further details on this regulation can be accessed on the National Transport Authority's website or by opening the below link:

<http://www.nationaltransport.ie/public-transport-services/passenger-rights/>

9.12 Corporate Social Responsibility

As a public transport provider Iarnród Éireann plays a vital role in the various communities that it serves. However, Iarnród Éireann recognises that it has a role to play that goes beyond providing public transport. On August 14th 2014 Iarnród Éireann launched its Corporate Social Responsibility policy which outlined its commitment to conducting its operations in a manner that takes into

account the wider community that it serves and outlines the company's commitment to business practices that take into account:

- Energy Efficiency
- Waste Management
- Playing an active role in the community that we serve
- Accessibility of service
- Commitment to Ethical business practices
- Supporting national events
- Protecting national heritage

Full details on the Corporate Social Responsibility policy can be accessed here

<http://www.irishrail.ie/about-us/corporate-social-responsibility>

Chapter 10- Accountability to External Bodies

10.1 Public Service Obligation (PSO) Contract with National Transport Authority (NTA)

Iarnród Éireann's Train Operations Division receives a public subsidy payment from the NTA to operate services under a Public Service Obligation contract that commenced on 1st December 2009. The contract outlines the performance requirements that Iarnród Éireann must meet in return for the payment of said monies. The performance requirements that Iarnród Éireann s evaluated on and must meet agreed targets on include:

- Service punctuality
- Service Reliability
- Timetable information
- 24 hour service information
- Website access
- Customer service
- Notification of fare and timetable changes
- Cleanliness of trains
- Cleanliness of stations

- Accessibility

Full details of the targets outline under the target can be accessed here

<http://www.nationaltransport.ie/public-transport-services/rail/contracts/>

The NTA require Iarnród Éireann to publish performance reports on a quarterly basis. Details on the punctuality and reliability of Iarnród Éireann's services are published on Iarnród Éireann's website and can be accessed here

<http://www.irishrail.ie/about-us/train-performance>

In addition to this, the NTA also publishes performance reports on the other requirements that are included within Iarnród Éireann's contract with the NTA. The reports can be accessed here

<http://www.nationaltransport.ie/public-transport-services/rail/reports/>

Failure by Iarnród Éireann to attain the agreed service targets can result in reductions in payments from the NTA. In 2015 Iarnród Éireann received €98.2 million in public subsidy payment from the NTA. Full details on the payments and levels public funding in previous payments are recorded in Iarnród Éireann's annual reports and can be accessed here

http://www.irishrail.ie/media/iarnrod-eireann-annual-report-2014_1.pdf

10.2 Multi Annual Contract with Department of Transport, Tourism and Sport (DTTAS)

In ensuring compliance with EU directives, public funding has been allocated to Iarnród Éireann. Whereas the Train Operation division receives NTA funding for the operation of services, Infrastructure Management receives funding from the Department of Transport Tourism and Sport under a Multi-Annual Contract which was signed on June 14th 2014 and outlines the requirements placed on Infrastructure Management regarding the maintenance and upkeep of Ireland's rail network and outlines a range of performance standards criteria that Iarnród Éireann's Infrastructure Management must meet in return for the payment of monies. The performance standards that are included in this contract include:

Structural Defects- Viaducts, Bridges, Tunnels, Culverts, Embankments,

Track Defects- Broken Rail, Rail Head Defects, Track Buckle, Broken Fishplate

SET Defects- Overhead Line Equipment, Traction, Points failures, Signal failures, level crossing failures

Journey Times- Minutes lost due to Infrastructure Management Works

Failure to meet the agreed standards will result in reduction in payments to a maximum of 2% of the overall grant within one year. Under the term of the contract, The Railway Regulator (Commission for Railway Regulation) is the designated independent monitoring body charged with conducting performance reviews of Infrastructure Management. Under the terms of the contract, Infrastructure management shall develop a performance monitoring system, which must be approved by the Railway regulator and the Minister for Transport, Tourism and Sport, to evaluate the performance of Infrastructure Management against the agreed targets that have been established under the system. Infrastructure Management must provide the Railway Regulator with quarterly and annual performance monitoring reports.

Full details on the payments made under the MAC are recorded in Iarnród Éireann's annual reports and can be accessed here

http://www.irishrail.ie/media/iarnrod-eireann-annual-report-2014_1.pdf

10.3 Commission for Railway Regulation, Railway Accident Investigation Unit and Iarnród Éireann

The **2005 Railway Safety Act** established the CRR and Railway Accident Investigation Unit (RAIU). Both entities play a regulatory role regarding the operations of Iarnród Éireann regarding safety measures within the company and is charged with oversight of the safety of all railway activities in the State.

The Commission for Rail Regulation remit includes:

- Ensuring fair access to the infrastructure of Iarnród Éireann, and monitoring the sustainability of rail transport in Ireland.
- Ensuring that both Train Operations and Infrastructure Management's Safety Management Systems meet all required standards
- Auditing both entities to ensure that they are both compliant with their individual Safety Management Systems and taking enforcement proceedings where either body is found not to be compliant
- Ensuring compliance of railway infrastructure with EU legislation
- Additional regulatory functions include:

- Licensing of Train Operations wishing to access the network;
- Independent Monitoring of Multi-Annual Contract between the Minister and the Infrastructure Manager (Track Access revenue is insufficient to meet the steady state O&M costs of the network); and
- Adjudication on complaints regarding allocation of network capacity or pricing of access to the network.

Details on all audits and reviews, undertaken by the Railway Safety Commission, of Iarnród Éireann safety policies and Quality Management Systems can be accessed here:

<http://www.crr.ie/publications/category/annualreports/>

<http://www.crr.ie/publications/category/complianceaudits/>

The Railway Accident Investigation Unit (RAIU) is an independent investigations unit based within the Department of Transport, Tourism and Sport charged with investigating serious accidents on all Iarnród Éireann services, all Luas services and on all Heritage Railway services. Its remit includes investigating serious rail accidents, determining the cause of the accident, making recommendation to ensure that similar accidents do not reoccur and thus ensure greater rail safety. Under the terms of its establishment, the RAIU's definition of a serious accident that includes but is not limited to a train collision or derailment that results in:

- The death of a person
- Serious injuries to five or more people
- Extensive damage to rolling stock, the infrastructure or the environment

The annual reports and completed investigations of the RAIU can be accessed here:

<http://www.raiu.ie/publications/>

10.4 Annual External Audit of Iarnród Éireann Financial Statements

In compliance with **The Companies Acts 1963 to 2013**, Iarnród Éireann must prepare an annual report which contains financial statements of the company. Under Section 193 of the **1990 Companies Act**, the auditors of Iarnród Éireann (Pricewaterhouse Coopers) must prepare a report on the accounts presented to them which shall be included in Iarnród Éireann's annual report. The

auditor's report is based on the professional standards issued by the Financial Reporting Council which are incorporated by the Institute of Chartered Accountants in Ireland, and are compliant with existing Irish law. The report of the external auditors is published as part of the annual report and can be accessed here

<http://www.irishrail.ie/about-us/annual-reports>

10.5 Internal Audit within Iarnród Éireann

Internal audit within Iarnród Éireann, Bus Átha Cliath and Bus Éireann is undertaken by CIÉ's internal audit division which is not subject to the Freedom of Information Act 2014. Iarnród Éireann has an Audit Review Group which provides a channel of communication between Iarnród Éireann's internal and external auditors and to review annual financial statements. Risk management and governance processes within Iarnród Éireann. Its role also includes reporting on internal investigations and reports of the internal audit section and evaluates Iarnród Éireann's response to auditor's findings.

Chapter 11- Capital Projects

As a national public transport provider, Iarnród Éireann must plan how to develop its services and infrastructure and evolve in order to meet the changing needs of rail users, to accommodate future service development and thus long term economic growth. Iarnród Éireann's long term objectives include:

- Developing and expanding rail infrastructure including track and signalling
- Developing and renewing the entire fleet to improve the passenger journey experience
- Developing stations and increased investment in service accessibility measures to ensure greater levels of independent travel by customers with disabilities
- Developing new routes and services to meet developments in rail customer travel patterns

Full details on the various projects that it is currently undertaking and hopes to undertake in the coming years can be accessed here

<http://www.irishrail.ie/about-us/projects-investment>

Appendix One- Memorandum of Association Iarnród Éireann-Irish Rail

COMPANIES ACTS, 1963 TO 2009

COMPANY LIMITED BY SHARES

MEMORANDUM

and

ARTICLES OF ASSOCIATION

Of

IARNRÓD ÉIREANN-IRISH RAIL

Incorporated pursuant to Section 6(1)

Of the Transport (Re-Organisation of Córas Iompair Éireann)

Act, 1986

Incorporated on the 20th day of January 1987

Revision3, 23rd December 2010

COMPANIES ACTS, 1963 TO 2009

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

IARNRÓD ÉIREANN-IRISH RAIL

1. The name of the company is Iarnród Éireann-Irish Rail
2. The objects for which the Company is established are:
 - 1) a. To provide, within the State and between the State and the places outside the state, a railway service and a road freight service and for those purposes to exercise functions in that behalf conferred on Córas Iompair Éireann by the Transport Act 1950 or any other enactment.
 - b. To engage in private contracts of every description within and without the State.
 - c. To carry on and foster the business of harbour operators and managers, shipping, couriers, carriers of mail and goods, rail and coach tour and hire and holiday operators, hackney car operators and other activities and services ancillary thereto.
 - d. To engage in the business of engineering and of constructing, manufacturing, garaging, repairing, reconditioning, servicing, testing and certification of locomotives, vehicles, machines, engines, components, accessories, or other related items on its own account, as private contractors and for the public at large

- e. To provide a ferry service between the mainland and the Aran Islands.
 - f. To provide consultancy, advisory, training, manufacturing and construction services within and without the State either alone or in association with others.
-
- 2) To inaugurate, operate, develop, promote, aid, finance and turn to account transport services and harbours for passengers, mail, livestock, goods and traffic generally within the State and between it and places outside it and in between other countries.
 - 3) To make, build, assemble, buy, hire or otherwise acquire, and to equip and furnish work and use, and to improve, repair, maintain, tend, cleanse, store and warehouse, and to supply, sell, let, lend or otherwise dispose of, and generally to deal in locomotives and engines, rolling stock, cars, trucks, ships, buses, motors and motor vehicles, cycles and conveyances, each of every description.
 - 4) To be manufacturers, purveyors, buyers, sellers, hirers and repairers of and dealers in all kinds of parts, fittings, and accessories of locomotives and engines, rolling stock, ships, buses, cars, trucks, motors and motor vehicles and other things in which the Company may deal, and also of and in all kinds of machinery, plant, apparatus, tool , furniture, equipments, Lubricants, solutions, paints, enamels, and other articles of use, comfort or convenience which may service any of the purposes of the Company.
 - 5) To carry on the business of Insurance Brokers and to arrange for insurance and re-insurance of property of all kinds and without prejudice to the generality of the forgoing the passengers, freight, goods, merchandise, cargo, earnings, and property whatsoever in or on board buses, rolling

stock, cars, trucks, motor vehicles, aeroplanes, vessels and craft of all descriptions whether the property of the Company or otherwise howsoever so far as the same may be effected or made according to law against every description of risk and all forms of liability which may be legally undertaken.

- 6) To build, make, establish, acquire, provide, maintain, develop, manage, enlarge, alter, let or sell, pull down, remove or replace, work, manage and control railroads., permanent way, railway stations, platforms and sidings, buildings, offices, shops, machinery, engines, roads, bridges, reservoirs, watercourses, wharves, electric works, refuelling points, repair shops, maintenance depots, accommodation, lights, signalling equipment, computer installations, wireless installations, automatic control devices, communication systems and other works and other conveniences which may seem calculated directly or indirectly, to advance the interests of the Company, to provide, equip and manage rest rooms, waiting rooms, lavatories, telephones and other accommodation and conveniences for the use of passengers, crews, clients and others.
- 7) To promote, assist and encourage railway transport in all forms, and the study of transport and railway transport and the development of all sciences and experimental work connected therewith, and the design and construction of railway vehicles and vehicles of every kind and description, whether now known or hereafter to be devised, to carry out investigations and research, to provide and carry on schools or make other arrangements for the provision of instruction, training and development of employees or others , to provide lectures, tuition and instruction in the operation of railway vehicles and all matters connected therewith and with a view thereto to engage and employ lecturer, teachers, demonstrators and assistants, and to grant certificates, diplomas and other qualifications and to establish competitions and to offer and grant prizes, rewards and premiums of such character an on such terms as may seem expedient and to join with any other person or company in doing any of these things.

- 8) To carry out all or any of the business of carriers by land, air, or water, agents for, or managers of rail and road transport services, railway operators, ship owners, ship owners, ship-brokers, shipping and other agents, forwarding agents, freight contractors, warehousemen, wharfingers, carmen, cargo contractors and agents., packers, hauliers, importers, exporters, motor car and omnibus proprietors, hackney car operators, garage proprietors, dealers in oil and petrol, general commission agents, brokers and factors, surveyors, photographers and film producers.
- 9) To carry on all or any of the following businesses, namely proprietors and/or keepers of restaurants, cafes, refreshments rooms and reception rooms , caterers, proprietors of residential flats, shops or offices, licensed victuallers, wine, beer and spirit merchants, importers and dead stock, hairdressers, perfumers, chemists , book- sellers, newsagents ,confectioners, tobacconist, jewellers, florists, tailors, launderers, shoe repairs, souvenir and gift shop proprietors, agents for carriers by rail, road, sea and air, agents for banks and insurance companies, bureaux de change, travel and ticket agents, theatrical and cinema and amusement box office agents, entrepreneurs and general agents.
- 10) To purchase, take on lease, on letting or in exchange, hire or otherwise acquire, any real and personal property and any rights or privileges which the Company may think necessary, convenient, or desirable for the purpose of its business and, in particular any land, buildings, machinery plant and stock-in-trade.
- 11) To develop and turn to account any land or property acquired by or in which the company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, adding to, furnishing and improving buildings and by planting, paving, draining, cultivating, letting on building lease or building agreement and by advancing money to, borrowing money from and entering into contracts and arrangements of all kinds with builders, tenants and others.

- 12) To make and carry into effect any agreements for pooling assets or liabilities, profits or losses, or for co-operation, the provision of management assistance, joint adventure, special or reciprocal concessions, or for any other working arrangements with any companies or undertakings interested in business similar to any business which the Company may do.
- 13) To do all sorts of publicity on behalf of the company or on behalf of railway transport generally or any branch thereof, or with a view to stimulating local interest therein any place, and to promote and hold meetings and festivals, exhibitions and competitions of any type whatever permitted by law, and to offer and give prizes and awards, and to obtain., print publish and distribute literature, souvenirs, vignettes and other advertisements.
- 14) To subscribe for, purchase, or otherwise acquire, and to hold, dispose of, and deal with the shares, stock, securities, evidence of indebtedness or of the right to participate in profits or assets or other similar documents issued by any government, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange.
- 15) To give remuneration for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing or procuring the underwriting of any shares, debentures or other securities of any company in which the Company may be or proposes to become interested, or in or about the promotion of the Company or the conduct of its business or the placing of or assisting to place or guaranteeing the placing or procuring the underwriting of any debentures, debenture stock or other securities of the Company.

- 16) To apply for, purchase or otherwise acquire an interest in any patents, brevets d'invention, concessions, licences, grants, trademarks, designs, copyrights, secret processes or other exclusive or non-exclusive rights of any kind which may or appear to be directly or indirectly advantageous for the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
- 17) To amalgamate or enter into partnership or any joint USC or profit-sharing arrangement with and to co-operate in any way with or assist any company, firm or person and to purchase or otherwise acquire and undertake all or any part of business, property and liabilities of any person, body, or company carrying on any business which the Company is authorised to carry on or possessed of any property suitable for the purposes of the Company.
- 18) To promote or concur in the promotion of any company or companies consistent with the Company's objects.
- 19) To lend money to and guarantee or provide security (whether by personal covenant or by mortgage or charge) for the performance of the contracts, liabilities or obligations whether present or future of any company, firm or person and to give indemnities on such terms and conditions as the Company may think fit.
- 20) To promote any company or companies for the purposes of acquiring all or any of the property or liabilities, of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the company.
- 21) To accept or shares in, or the debentures, mortgages or other securities of any other company in payment or part payment for any services rendered, or for any sale made to or debt owing from any such company, whether such shares shall be wholly or only partly paid up, and to hold and retain or

re-issue with or without guarantee, or sell, mortgage or deal with any stock, shares, debentures, mortgages or any securities so received, and to give by way of consideration for any of the acts and things aforesaid, or property acquired, any stock shares, debentures, mortgages or other securities of any other company.

- 22) To apply for any provisional order, Statute or Charter enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests.
- 23) To enter into any arrangement with any government or local or other authority that may seem conducive to Company's objects or any of them, and to obtain from any such government, or authority, any rights, privileges and concessions which the Company may think it desirable to obtain, and carry out, and to exercise and comply with the same.
- 24) To subscribe or guarantee money for any national, charitable, benevolent, general or useful objects or for any exhibition, or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- 25) To grant pensions or gratuities to any employees or ex-employees and to officers and ex-officers of the Company or its predecessors in business or the dependents of any such persons for the purpose of meeting arrangements existing at the date of incorporation or any other arrangements entered into with the approval of the Minister in agreement with the Minister for the Public Service and to establish or support associations, institutions, clubs, funds, and trusts which may be considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its members, and to formulate and carry into effect any scheme for sharing the profits of the Company with its

employees or the employees of any of its subsidiary companies or any of them.

- 26) To borrow and raise money (including money in a currency other than the currency of the State) and to ensure the discharge of any debt or obligation of or binding on the company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) of the Company, or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description, and to purchase, redeem or pay-off any such securities.
- 27) To receive money on deposit from customers and employees with or without allowance of interest thereon, and to advance and lend money upon such security as may be thought proper, or without taking security therefor.
- 28) To invest and deal with the monies of the Company not immediately required and in such manner as from time to time may be determined.
- 29) To draw, make, accept, endorse, discount, negotiate, execute, and issue, and to buy, sell and deal with bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 30) To sell, lease, let, hire, exchange, enfranchise, mortgage, improve, manage, develop, grant licences, easements and other rights over, and in any other manner deal with, dispose of or turn to account the undertaking, land, property, assets, rights and effects of the Company or any part thereof.

- 31) To vest any real or personal property, rights or interest acquired by, or belonging to, the Company in any person or company on behalf of, or for the benefit of, the company, and with or without any declared trust in favour of the company.
- 32) To promote freedom of contract, and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, Union or Association or do any other trade or business, or providing or safeguarding against the same, or resisting or opposing any strike, movement or organisation which may be thought detrimental to the interests of the Company or its employees and to subscribe to any association or fund for any such purposes.
- 33) To enforce bye laws and regulations relating to any function exercised by the Company and to prosecute and initiate any legal proceedings against those in breach of such bye laws and regulations.
- 34) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, factors, trustees or otherwise and by or through trustees, agents or otherwise, and either alone or in conjunctions with others.
- 35) To distribute any of the property of the Company in specie among members.
- 36) To procure the registration of the Company in or under the laws of any place outside the State.
- 37) To carry out any other business or do any other things (whether or not of a similar nature to those described in the preceding paragraphs of this clause) which may seem to the Company to be capable of being conveniently carried on or done in conjunction with its undertaking or to calculated directly or indirectly to enhance the value of any of the property or rights of the Company.

- 38) To pay all costs, charges and expenses incurred or sustained in or about the promotion or establishment of the Company or which the Company shall consider preliminary thereto.
- 39) To do all such things as may be considered to be incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of the Company and shall not be in any wise limited by reference to or inference from any other paragraph or the order in which the same occur or in the name of the Company. Provided always that the provisions of this clause shall be subject to the Company obtaining where necessary for the purpose of carrying any of its objects into effect such licence, permit or authority as may be required by law.

- 3. No additions, alteration or amendment shall be made to or in the Memorandum of Association save in accordance with the provisions of the Transport (Re-organisation of Coras Iompair Éireann) Act 1986.
- 4. The liability of the members is limited.
- 5. The authorised share capital of the Company is €194, 269, 914.00 divided into 153,000,000 shares of €1.269738 each with power from time to time issue any shares of the capital, original or increased, with any preferential, special or qualified rights or conditions as to the payment of dividends or the distribution of assets, or voting rights, or otherwise, and to vary the Articles of the Company, as far as necessary to give effect to any such rights or conditions.

Appendix Two- Constitution of Iarnród Éireann-Irish Rail

COMPANIES ACT, 2014

DESIGNATED ACTIVITY COMPANY

CONSTITUTION

of

IARNROD EIREANN -IRISH RAIL

Incorporated pursuant to Section 6(1) of the Transport (Re-
Organisation of Coras Iompair Éireann)
Act, 1986

&

Registered under Part 16 of The Companies Act 2014

Incorporated on the 20th day of January 1987

Revision 4, 10th December 2015

CONSTITUTION

OF

IARNROD EIREANN -IRISH RAIL (THE “COMPANY”)

MEMORANDUM OF ASSOCIATION

1. The name of the Company is Iarnrod Eireann -Irish Rail.
2. The Company is a designated activity company limited by shares, that is to say a private company limited by shares registered under Part 16 of the Companies Act 2014.
3. The objects for which the Company is established are:
 - 1) a. To provide, within the State and between the State and places outside the State, a railway service and a road freight service and for those purposes to exercise functions in that behalf conferred on Coras Iompair Eireann by the Transport Act 1950 or any other enactment.
 - b. To engage in private hire contracts of every description within and without the State.
 - c. To carry on and foster the business of harbour operators and managers, shipping, couriers, carriers of mail and goods, rail and coach tour and hire and holiday operators, hackney car operators and other activities and services ancillary thereto.
 - d. To engage in the business of engineering and of constructing, manufacturing, garaging, repairing, reconditioning, servicing, testing and certification of locomotives, vehicles, machines, engines, components, accessories or other related items on its own account, as private contractors and for the public at large.
 - e. To provide a ferry service between the mainland and the Aran Islands.

- f. To provide consultancy, advisory, training, manufacturing and construction services within and without the State either alone or in association with others.
- 2) To inaugurate, operate, develop, promote, aid, finance and turn to account transport services and harbours for passengers, mail, livestock, goods and traffic generally within the State and between it and places outside it and in and between other countries.
- 3) To make, build, assemble, buy, hire or otherwise acquire, and to equip and furnish work and use, and to improve, repair, maintain, tend, cleanse, store and warehouse, and to supply, sell, let, lend or otherwise dispose of, and generally to deal in locomotives and engines, rolling stock, cars, trucks, ships, buses, motors and motor vehicles, cycles and conveyances, each of every description.
- 4) To be manufacturers, purveyors, buyers, sellers, hirers and repairers of and dealers in all kinds of parts, fittings, and accessories of locomotives and engines, rolling stock, ships, buses, cars, trucks, motors and motor vehicles and other things in which the Company may deal, and also of and in all kinds of machinery, plant, apparatus, tools, furniture, equipment, lubricants, solutions, paints, enamels, and other articles of use, comfort or convenience which may service any of the purposes of the Company.
- 5) To carry on the business of Insurance Brokers and to arrange for insurance and re-insurance of property of all kinds and without prejudice to the generality of the foregoing the passengers, freight, goods, merchandise, cargo, earnings, and property whatsoever in or on board buses, rolling stock, cars, trucks, motor vehicles, airplanes, vessels and craft of all descriptions whether the property of the Company or otherwise howsoever so far as the same may be effected or made according to law against every description of risk and all forms of liability which may legally be undertaken.
- 6) To build, make, establish, acquire, provide, maintain, develop, manage, enlarge, alter, let or sell, pull down, remove or replace, work, manage and control railroads, permanent way, railway stations, platforms and sidings, buildings, offices, shops, machinery, engines, roads, bridges, reservoirs, watercourses, wharves, electric works, refueling points, repair shops, maintenance depots,

accommodation, lights, signaling equipment, computer installations, wireless installations, automatic control devices, communication systems and other works and conveniences which may seem calculated directly or indirectly, to advance the interests of the Company, to provide, equip and manage rest rooms, waiting rooms, lavatories, telephones and other accommodation and conveniences for the use of passengers, crews, clients and others.

- 7) To promote, assist and encourage railway transport in all forms, and the study of transport and railway transport and the development of all sciences and experimental work connected therewith, and the design and construction of railway vehicles and vehicles of every kind and description, whether now known or hereafter to be devised, to carry out investigations and research, to provide and carry on schools or make other arrangements for the provision of instruction, training and development of employees or others, to provide lectures, tuition and instruction in the operation of railway vehicles and all matters connected therewith and with a view thereto to 'engage and employ lecturers, teachers, demonstrators and assistants, and to grant certificates, diplomas and other qualifications and to establish competitions and to offer and grant prizes, rewards and premiums of such character and on such terms as may seem expedient and to join with any other person or company in doing any of these things.
- 8) To carry out all or any of the business of carriers by land, air, or water, agents for, or managers of rail and road transport services, railway operators, ship owners, ship-brokers, shipping and other agents, forwarding agents, freight contractors, warehousemen, wharfingers, carmen, cargo contractors and agents, packers, hauliers, importers, exporters, motor car and omnibus proprietors, hackney car operators, garage proprietors, dealers in oil and petrol, general commission agents, brokers and factors, surveyors, photographers and film producers.
- 9) To carry on all or any of the following businesses, namely proprietors and/or keepers of restaurants, cafes, refreshment rooms and reception rooms, caterers, proprietors of residential flats, shops or offices, licensed victuallers, wine, beer and spirit merchants, importers and brokers of food, live and dead stock, hairdressers, perfumers, chemists, book-sellers, newsagents, confectioners, tobacconists, jewellers, florists, tailors, launderers, shoe repairers, souvenir and gift shop proprietors, agents for carriers by rail, road, sea and air, agents for banks and insurance companies, bureau de change, travel and ticket agents,

theatrical and cinema and amusement box-office agents, entrepreneurs and general agents.

- 10) To purchase, take on lease, on letting or in exchange, hire or otherwise acquire, any real and personal property and any rights or privileges which the Company may think necessary, convenient or desirable for the purpose of its business and, in particular any land, buildings, machinery plant and stock-in-trade.
- 11) To develop and turn to account any land or property acquired by or in which the Company is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, adding to, furnishing and improving buildings and by planting, paving, draining, cultivating, letting on building lease or building agreement and by advancing money to, borrowing money from and entering into contracts and arrangements of all kinds with builders, tenants and others.
- 12) To make and carry into effect any agreements for pooling assets or liabilities, profits or losses, or for co-operation, the provision of management assistance, joint adventure, special or reciprocal concessions, or for any other working arrangements with any companies or undertakings interested in business similar to any business which the Company may do.
- 13) To do all sorts of publicity on behalf of the Company or on behalf of railway transport generally or any branch thereof, or with a view to stimulating local interest therein in any place, and to promote and hold meetings and festivals, exhibitions and competitions of any type whatever permitted by law, and to offer and give prizes and awards, and to obtain, print, publish and distribute literature, souvenirs, vignettes and other advertisements.
- 14) To subscribe for, purchase, or otherwise acquire, and to hold, dispose of, and deal with the shares, stock, securities, evidence of indebtedness or of the right to participate in profits or assets or other similar documents issued by any government, authority, corporation or body, or by any company or body of persons, and any options or rights in respect thereof, and to buy and sell foreign exchange.

- 15) To give remuneration for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing or procuring the underwriting of any shares, debentures or other securities of any company in which the Company may be or proposes to become interested, or in or about the promotion of the Company or the conduct of its business or the placing of or assisting to place or guaranteeing the placing or procuring the underwriting of any debentures, debenture stock or other securities of the Company.
- 16) To apply for, purchase or otherwise acquire an interest in any patents, brevets d'invention, concessions, licences, grants, trademarks, designs, copyrights, secret processes or other exclusive or non-exclusive rights of any kind which may or appear to be directly or indirectly advantageous for the Company, and to develop and turn to account and deal with the same in such manner as may be thought expedient.
- 17) To amalgamate or enter into partnership or any joint USC or profit-sharing arrangement with and to co-operate in any way with or assist any company, firm or person and to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person, body, or company carrying on any business which the Company is authorised to carry on or possessed of any property suitable for the purposes of the Company.
- 18) To promote or concur in the promotion of any company or companies consistent with the Company's objects.
- 19) To lend money to and guarantee or provide security (whether by personal covenant or by mortgage or charge) for the performance of the contracts, liabilities or obligations whether present or future of any company, firm or person and to give indemnities on such terms and conditions as the Company may think fit.
- 20) To promote any company or companies for the purpose of acquiring all or any of the property or liabilities, of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- 21) To accept stock or shares in, or the debentures, mortgages or other securities of any other company in payment or part payment for any services rendered, or for

any sale made to or debt owing from any such company, whether such shares shall be wholly or only partly paid up, and to hold and retain or re-issue with or without guarantee, or sell, mortgage or deal with any stock, shares, debentures, mortgages or other securities so received, and to give by way of consideration for any of the acts and things aforesaid, or property acquired, any stock, shares, debentures, mortgages or other securities of any other company.

- 22) To apply for any provisional order, Statute or Charter enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the company's interests.
- 23) To enter into any arrangement with any government or local or other authority that may seem conducive to the Company's objects or any of them, and to obtain from any such government, or authority, any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, and to exercise and comply with the same.
- 24) To subscribe or guarantee money for any national, charitable, benevolent, general or useful objects or for any exhibition, or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- 25) To grant pensions or gratuities to any employees or ex-employees and to officers and ex-officers of the Company or its predecessors in business or the dependents of any such persons for the purpose of meeting arrangements existing at the date of incorporation or any other arrangements entered into with the approval of the Minister in agreement with the Minister for the Public Service and to establish or support associations, institutions, clubs, funds, and trusts which may be considered or calculated to benefit any such persons or otherwise advance the interests of the Company or of its members, and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or the employees of any of its subsidiary companies or any of them.
- 26) To borrow and raise money (including money in a currency other than the currency of the State) and to secure the discharge of any debt or obligation of or

binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon the undertaking and all or any of the property and assets (present and future) of the Company, or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description, and to purchase, redeem or pay-off any such securities.

- 27) To receive money on deposit from customers and employees with or without allowance of interest thereon, and to advance and lend money upon such security as may be thought proper, or without taking security therefor.
- 28) To invest and deal with the monies of the Company not immediately required and in such manner as from time to time may be determined.
- 29) To draw, make, accept, endorse, discount, negotiate, execute, and issue, and to buy, sell and deal with bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 30) To sell, lease, let, hire, exchange, enfranchise, mortgage, improve, manage, develop, grant licences, easements and other rights over, and in any other manner deal with, dispose of or turn to account the undertaking, land, property, assets, rights and effects of the Company or any part thereof.
- 31) To vest any real or personal property, rights or interest acquired by, or belonging to, the Company in any person or company on behalf of, or for the benefit of, the Company, and with or without any declared trust in favour of the Company.
- 32) To promote freedom of contract, and to resist, insure against, counteract and discourage interference therewith, to join any lawful federation, Union or Association or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption or interference with the Company's or any other trade or business, or providing or safeguarding against the same, or resisting or opposing any strike, movement or organisation which may be thought detrimental to the interests of the Company or its employees and to subscribe to any association or fund for any such purposes.
- 33) To enforce bye laws and regulations relating to any function exercised by the

Company and to prosecute and initiate any legal proceedings against those in breach of such bye laws and regulations.

- 34) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, factors, trustees or otherwise and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- 35) To distribute any of the property of the Company in specie among the members.
- 36) To procure the registration of the Company in or under the laws of any place outside the State.
- 37) To carry out any other business or do any other things (whether or not of a similar nature to those described in the preceding paragraphs of this clause) which may seem to the Company to be capable of being conveniently carried on or done in conjunction with its undertaking or to be calculated directly or indirectly to enhance the value of any of the property or rights of the Company.
- 38) To pay all costs, charges and expenses incurred or sustained in or about the promotion or establishment of the Company or which the Company shall consider preliminary thereto.
- 39) To do all such things as may be considered to be incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of the Company and shall not be in any wise limited by reference to or inference from any other paragraph or the order in which the same occur or the name of the Company. Provided always that the provisions of this clause shall be subject to the Company obtaining where necessary for the purpose of carrying any of its objects into effect such licence, permit or authority as may be required bylaw.

- 4. No additions, alteration or amendment shall be made to or in the Memorandum of Association save in accordance with the provisions of the Transport (Re-organisation of Coras Iompair Eireann) Act 1986.

5. The liability of the members is limited.
6. The authorised share capital of the Company is €194,269,914.00 divided into 153,000,000 shares of €1.269738 each with power from time to time to issue any shares of the capital, original or increased, with any preferential, special or qualified rights or conditions as to the payment of dividends or the distribution of assets, or voting rights, or otherwise, and to vary the Articles of the Company, as far as necessary to give effect to any such rights or conditions.

ARTICLES OF ASSOCIATION

PRELIMINARY

1. None of the regulations contained in Table "A" in the First Schedule to the Companies Act, 1963, shall apply to the Company.
2. In these Articles, unless there be something in the subject matter or context inconsistent therewith,
 - "the Act" means the Companies Act 1963, and every enactment which is to be construed as one with that Act;
 - "the Company" means the above named Company;
 - "the Minister" means the Minister for Communications of Ireland;
 - "the Minister for Finance" means the Minister for Finance of Ireland;
 - "the Minister for the Public Service" means the Minister for the Public Service of Ireland;
 - "Coras Iompair Éireann" means the Board established under that name by the Transport Act 1950;

- "the Directors" means the Directors for the time being of the Company or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of director by whatever name called;
- "Secretary" means any person appointed to perform the duties of the Secretary of the Company and includes any person appointed to perform such duties temporarily;
- "the registered office" means the registered office for the time being of the Company;
- "the register" means the register of members to be kept pursuant to Section 116 of the Act;
- "month" means calendar month;
- "dividend" includes bonus;
- "the seal" means the common seal of the Company;
- "in writing" and "written" include printing, typewriting, lithography, photography and other means of representing or reproducing words in visible form:

words importing the singular number only include the plural and vice versa;

words importing the masculine gender only include the feminine gender;

words denoting persons include corporations.

Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the company.

Reference in these articles to any Act of the Oireachtas shall be construed as a reference to such Act as may for the time being be in force as amended or adapted by or under any subsequent Act of the Oireachtas.

PRIVATE COMPANY

3. The Company is a private Company and accordingly:
 - 3.1 The right to transfer shares is restricted in the manner hereinafter prescribed;
 - 3.2 The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be, members of the Company) is limited to fifty, so, however, that where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this regulation, be treated as a single member;
 - 3.3 Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited:
 - 3.4 The Company shall not have power to issue share warrants to bearer.

SHARE CAPITAL

4. The share capital of the Company is €194,269,914.00 divided into 153,000,000 shares of €1.269738 each
5. No person shall hold or be issued share capital of the Company save in accordance with Section 7 of the Transport (Re-organisation of Coras Iompair Eireann) Act 1986.
6. Subject to the provisions of the Transport (Re-organisation of Coras Iompair Eireann) Act 1986 the Company may, from time to time by ordinary resolution increase the share capital of the Company by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
7. The Company may, by ordinary resolution:
 - a. consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

- b. sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association subject nevertheless to Section 68 (1)(d) of the Act;
 - c. cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
- 8. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, the Directors may, subject to the terms of the resolution creating such shares, issue any new shares with such preferential rights to dividend and such priority in the distribution of assets, or subject to such postponement of dividends or in the distribution of assets as they may think proper.
- 9. The Company may from time to time by special resolution and with the sanction of the court where necessary, reduce its share capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets, or reducing the liability on the shares or otherwise as may seem expedient, and capital may be paid off upon the footing that it may be called up again or otherwise.
- 10. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by ordinary resolution determine.
- 11. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied or abrogated by ordinary resolution.
- 12. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

13. The company may on any issue of shares, pay such brokerage or commissions as may be lawful.
14. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a court of competent jurisdiction or required by statute, be bound to recognise any equitable, contingent, future, partial or other claim to or interest in such share on the part of any other person, notwithstanding any notice thereof.

CERTIFICATES

15. Certificates of title to shares shall be issued under the Common Seal of the Company.
16. Every member shall be entitled to one certificate for all the shares registered in his name. Every such certificate of shares shall specify the number of the shares in respect of which it is issued and the amount paid up thereon.
17. If any certificate be worn out or defaced, then, upon production thereof to the Directors, they may order the same to be cancelled and may issue a new certificate in lieu thereof, and, if any certificate be lost or destroyed, then, upon proof thereof to the satisfaction of the Directors and upon the giving of such indemnity with or without security as the Directors shall deem adequate, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.
18. For every certificate issued under the last preceding article there shall be paid to the Company the sum of one pound together with costs of the indemnity and security if any.
19. The certificates of shares registered in the names of two or more persons shall be delivered to the person first named on the register in respect of such shares.

TRANSFER OF SHARES

20. No shares in the Company shall be transferred save in accordance with Section 7 of the Transport (Re-organisation of Coras Iompair Eireann) Act 1986.

21. The instrument of transfer of any share in the Company shall be in any usual or common form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and (save in the case of an instrument of transfer of a fully paid share) by the transferee and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof, and when registered the instrument of transfer shall be retained by the Company.
22. Every instrument of transfer must be left at the offices of the Company to be registered, duly stamped and accompanied by the certificate of the shares comprised therein, and by such undertakings, declarations and evidence as the Directors may require under the powers conferred by these presents including such evidence as the Directors may reasonably require to prove the title of the transferor and the due execution by him of the transfer.
23. The transfer books and the register of members and any register of holders of debentures of the Company may be closed at such time or times as the Directors shall deem expedient, but so that the same be not closed for any greater period in the whole than thirty days in the year.

TRANSMISSION OF SHARES

24. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognised by the Company as having any title to shares held by him alone, but in the case of shares held by more than one person the survivor or survivors or the executors or administrators of the deceased survivor shall alone be recognisable by the Company as having a title to such shares. This article is subject always to Section 7 of the Transport (Re-organisation of Coras Iompair Eireann) Act 1986.

GENERAL MEETINGS

25. An annual general meeting of the Company shall be held once every calendar year (subject to Article 26) at such time (not being more than fifteen months after the holding of the last preceding annual general meeting) and place as may be prescribed by the Directors. The Directors may either whenever they think fit or on requisition of Coras Iompair Eireann convene an extraordinary general meeting of the Company. All annual

general meetings shall be held in the State.

26. So long as the Company holds its first annual general meeting within 18 months of its incorporation, it need not hold it within the year of its incorporation or the year following.
27. All general meetings other than annual general meetings shall be called extraordinary general meetings.
28. Twenty-one days' notice of every general meeting, annual or extraordinary, shall be given to the members and the Auditors but with the consent in writing of all the members and the Auditors a meeting may be convened by a shorter notice in any manner they think fit. Every notice convening a general meeting shall state:
 - 1) the place, the day and the hour of the meeting;
 - 2) in any case where there is to be special business, the general nature of such business;
 - 3) that the meeting is the annual general meeting where such is the case.
29. The non-receipt of any notice by any person entitled to receive notice or the accidental omission to send any such notice shall not invalidate the proceedings at any general meeting.

PROCEEDINGS AT GENERAL MEETINGS

30. The business of an annual general meeting other than the first one shall be to receive and consider the accounts and balance sheet, and the reports of the Directors and of the Auditors, to declare dividends, to appoint Auditors subject to the provisions of the Act and fix their remuneration, and to transact any other business which under these presents ought to be transacted at an annual general meeting. All other business transacted at an annual general meeting and all business transacted at an extraordinary general meeting shall be deemed special.
31. For all purposes the quorum for a general meeting shall be two members personally present. No business shall be transacted at any general meeting unless the quorum

requisite shall be present at the time when the meeting is ready to proceed to business.

32. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened by or upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such time and place as the Chairman shall appoint. At any such adjourned meeting the members present and entitled to vote, whatever their number, shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.
33. The Chairman of the Board of Directors or a Nominee appointed by him for that purpose shall preside as Chairman at every general meeting of the Company. If at any meeting he is not present within thirty minutes after the time appointed for holding the meeting or a message is received from him that he is unable to attend the Directors present shall adjourn the meeting which shall be re-convened at such time and place as the Chairman shall determine.
34. The Chairman may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
35. Every question submitted to a meeting shall be decided in the first instance by a show of hands, and in the case of an equality of votes the Chairman shall, both on a show of hands and at a poll, have a casting vote in addition to the vote or votes to which he may be entitled as member. A declaration by the Chairman that a resolution has been carried by a particular majority, and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
36. A poll may be demanded upon a question by the Chairman or by not less than two persons present in person or by proxy and entitled to vote, provided that a poll shall be taken in such manner and at such time and place as the Chairman of the meeting directs, and either at once or after an interval or adjournment or otherwise and the

result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn. Unless a poll is so demanded, a declaration by the Chairman that a resolution has, on a show of hands been carried or carried unanimously or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

37. Subject to Section 141 of the Act, a resolution in writing signed by all members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Such resolution in writing may consist of several documents in the like form each signed by one or more members.

VOTES OF MEMBERS

38. Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, every member shall upon a show of hands have one vote and upon a poll one vote in respect of each share held by him. Any body corporate holding shares conferring the right to vote may by resolution of its Board, Directors or other governing body authorise any person to act as its representative at any general meeting of the Company and such representative shall be entitled to exercise the same powers on behalf of such body corporate as if he had been an individual shareholder of the Company holding the shares held by the body corporate.
39. If two or more persons are jointly entitled to shares, any one of such persons may vote at any meeting, either personally or by proxy, in respect thereof as if he were solely entitled thereto, and, if more than one of such joint holders be present at any meeting either personally or by proxy, the member whose name stands first on the register as one of the holders of such shares, and no other, shall be entitled to vote in respect of the same.
40. Votes may be given personally or by proxy. The instrument appointing a proxy shall be in print or in writing in any form prescribed or allowed by the Directors and under the

hand of the appointer or of his duly constituted attorney; or if such appointer is a body corporate under its Common Seal or the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

41. The instrument appointing a proxy, together with the power of attorney (if any) under which it is signed, shall be deposited at the registered office not less than twenty-four hours before the time for holding the meeting at which the person named in such instrument proposes to vote, provided however that the Chairman may at the start of the meeting waive this regulation and accept the late deposit of such instrument.
42. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was extended or the transfer of the share in respect of which the proxy is given, if no intimation in writing of such death, insanity, revocation or transfer as aforesaid is received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

CHAIRMAN AND DIRECTORS

43. The number of Directors, including the Chairman shall be not less than two and not more than nine. Until otherwise determined by the Directors, two Directors shall constitute a quorum.
44. The Chairman and other Directors of the Company shall be appointed and may be removed from office by the Minister. Every person appointed to be a director shall, unless he sooner dies, is removed from office, resigns or becomes disqualified, hold office for such period (not exceeding three years) as shall be fixed by the Minister when appointing him, and a director, whose term of office ends by effluxion of time shall be eligible for re-appointment. In accordance with the Dublin Transport Authority Act 2008, section 182(1) of the Companies Act 1963 does not apply to the appointment or removal.
45. A Director who holds a position of employment with the Company shall cease to be a Director upon ceasing to be an employee. He shall however, be eligible for re-appointment as a Director, should a vacancy arise.

46. The remuneration and allowances for expenses of the Chairman and other Directors shall be determined by the Coras Iompair Eireann with the consent of the Minister and the Minister for Finance.
47. If, in the opinion of the Directors, it is desirable that any of their number should make any special journeys or perform any special services on behalf of the Company or its business, such Director or Directors may be paid such reasonable additional remuneration and expenses therefor as the Directors may from time to time determine.
48. A Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any meeting of the Company.

DISQUALIFICATION OF DIRECTORS

49. Subject to the provisions of Section 184 of the Act the office of Chairman or of a Director shall be vacated:
 - a. if he resigns his office by notice in writing to the Minister;
 - b. if he became a bankrupt, make any declaration of insolvency or suspend payment or compromise with his creditors;
 - c. if he is of unsound mind or of health so infirm as to be incapable of managing his affairs;
 - d. if he is convicted of an indictable offence (other than an offence under the Road Traffic Act 1961 or any Act amending it);
 - e. if he is for more than 6 months absent without the permission of the Minister;
 - f. if he be removed from office by the Minister;
 - g. if he cease to be a Director by virtue of Section 13(1) of the Transport (Re-organisation of Coras Iompair Eireann) Act 1986;
 - h. if, being a member of the Board of Coras Iompair Eireann appointed under the Worker Participation (State Enterprises) Act, 1977, he cease to be a member of the Board of

Coras Iompair Eireann appointed under the said Act.

POWERS AND DUTIES OF DIRECTORS.

50. The business of the Company shall be managed by the Directors in such manner as they may think most expedient, and in addition to the powers and authorities by these presents or otherwise expressly conferred upon them they may exercise all such powers and do all such acts or things as may be exercised or done by the Company, and as are not by statute or by these Articles required to be exercised or done by the Company in general meeting or by the Minister, subject nevertheless to such directions (being not inconsistent with any regulation of these Articles or the provisions of any statute) as may be given by the Company in general meeting; provided that no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such direction had not been given, and that the provisions contained in these presents as to any specific power of the Directors shall not be deemed to abridge the general power hereby given.
51. Without in any way restricting the deliberate generality of the foregoing powers, the Directors shall have power to do and perform in the name and on behalf of the Company, the several matters and things hereinafter specified, that is to say:
- a. to appoint any person or persons (whether a Director or Directors of the Company or not) to hold any property belonging to the Company or in which it is interested in trust for the Company or for any other purposes and execute and do all such instruments and things as may be requisite in relation to any such trust;
 - b. to exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or any third party;
 - c. from time to time to provide for the management of the affairs of the Company outside the State either through or without local agencies, and to appoint any persons to be the attorneys or agents of the Company with such powers (including power of sub-delegation) and upon such terms as the Directors think fit.
52. No Director shall be disqualified by his office from contracting with the Company either

as vendor, purchaser or otherwise, nor shall any such contract nor any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest shall be disclosed by him at the meeting of Directors at which the contract or arrangement is determined on, if his interest then exists, or in any other case at the first meeting of the Directors after the acquisition of his interest. A general notice that a Director is a member of any specified company, joint committee, or undertaking and is to be regarded as interested in any subsequent transaction with such company, joint committee or undertaking shall be a sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such company, joint committee or undertaking. Provided always that the provisions of Section 21 of the Transport (Re-Organisation of Coras Iompair Eireann) Act, 1986 shall be observed.

53. Where at a meeting of the Directors a question arises as to whether or not a course of conduct, if pursued by a Director, would be a failure by him to comply with Article 52, the question may be determined by the Chairman of the meeting whose decision shall be final and where such question is so determined particulars of the determination shall be recorded in the minutes of the meeting.
54. A Director of the Company may be or become a Director of any company promoted by the Company, or in which it may be interested as a vendor, shareholder or otherwise, and no Director shall be accountable for any benefits derived as Director or member of such company. A Director may hold any other office or place of profit under the Company except that of Auditor in conjunction with the office of director, and on such terms as to remuneration and otherwise as the Directors may arrange.

PROCEEDINGS OF DIRECTORS AND COMMITTEES

55. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting of Directors shall be determined by a majority of votes of the Directors present, every Director having one vote. In case of an equality of votes at any such meeting the Chairman or in his absence the Director acting as Chairman thereat shall have a second or casting

vote.

56. If at any meeting the Chairman is not present at the time appointed for holding the same the meeting shall be delayed until his arrival or for thirty minutes, whichever be the lesser period, after which time the Directors present shall choose someone of their number to be Chairman of such meeting. The omission to elect a Chairman shall not invalidate any act done by the Directors.
57. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions, by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.
58. The Directors may delegate any of their powers (including powers of sub-delegation) to committees consisting of such member or members of their body as they think fit to appoint and may revoke any such delegation or appointment.
59. All committees shall in exercise of the powers delegated to them, and in the transaction of business, conform to any mode of proceedings and regulations which may be prescribed by the Directors.
60. The Directors shall cause proper Minutes to be made:
 - a. of this proceedings:
 - b. of all appointments of officers made by the directors;
 - c of the names of the directors present at each meeting of the directors and of any committee of the directors;
 - d. of all resolutions and proceedings at all meetings of the company and-of the directors
and of committees of directors.
61. A resolution determined on without any meeting of Directors and evidenced by writing under the hands of all the Directors shall be as valid and effectual as a resolution duly passed at a meeting of the Directors. Any such resolution may consist of several documents in the like form each signed by one or more of the Directors for the time

being entitled to receive notice of meetings of the Directors.

62. All acts done by the Directors or by a committee or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any person or persons acting as aforesaid, or that they or any of them were or was disqualified or had in any way vacated their or his office, be as valid as if every such person had been duly appointed and was duly qualified to be a Director.

SECRETARY

63. The Secretary shall be appointed by the Directors and any Secretary so appointed may be removed by the Directors. Anything by the Act required or authorised to be done by or to the Secretary may, if the office is vacant or there is for any other reason no Secretary capable of acting, be done by or to any assistant or acting Secretary or, if there is no assistant or acting Secretary capable of acting by or to any officer of the Company authorised generally or specially in that behalf by the Directors: Provided that any provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as a Director and as, or in place of, the Secretary.

BORROWING POWERS

64. The borrowing powers of the Company shall be exercised in accordance with the terms of Section 20 of the Transport (Re-organisation of Coras Iompair Eireann) Act 1986.
65. Subject to Article 64 the Company may borrow money from Coras Iompair Eireann by means of the creation of stock or other forms of security to be issued, transferred, dealt with and redeemed in such manner and on such terms and conditions as the Company may determine, and these powers may be exercised for any purpose arising in the performance of the functions of the Company.
66. The Company may, with the prior consent of Coras Iompair Eireann borrow temporarily by arrangement with bankers such money (including money in a currency other than the currency of the State) as it may require for meeting its obligations and carrying out its duties.

67. The terms upon which monies are borrowed by the Company may include provisions charging the monies and interest thereon upon all the property of whatsoever kind for the time being vested in the Company or upon any particular property of the Company and provisions establishing the priority of such charges amongst themselves.
68. Subject to Section 20 of the Transport (Re-organisation of Coras Iompair Eireann) Act 1986 the Company shall have power to mortgage or charge its undertaking or property, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as a security for any debt, liability or obligations of the Company or of any third party.
69. Any debentures, bonds or other securities created pursuant to Article 68 shall be under the control of the Directors who may issue them upon such terms and conditions and in such manner and for such consideration as they shall consider to be for the benefit of the Company.
70. A register of the holders of the debentures, bonds or other securities of the Company shall be kept at this registered office, and shall be open to inspection of the registered holders of such debentures, bonds or other securities and of any members of the Company, subject to such restrictions as the Company in general meeting may from time to time impose. The Directors may close such register for such period or periods as they may think-fit, not exceeding in the aggregate thirty days in any year.

DIVIDENDS AND RESERVE

71. No dividends shall be paid otherwise than in accordance with the provisions of Part IV of the Companies (Amendment) Act, 1983.
72. The Company in general meeting may declare dividends but no larger dividend shall be declared than is recommended by the Directors.
73. Any dividend so declared shall be payable on all shares (subject to any special rights as to dividend attaching to shares of any class) in proportion to the amount of capital for the time being paid up or credited as paid up in respect of such shares at the end of the period in respect of which the dividend is declared (excluding any amounts paid in advance of calls), but if any share is issued on terms providing that it shall rank for dividend from a particular date, such share shall rank for dividend accordingly.

74. In case several persons are registered as joint holders of any share any one of such persons may give effectual receipts for all dividends in respect of such share.
75. The Company may keep with its bankers such balances as the Directors from time to time think fit, and notwithstanding that any of the bankers may be Directors or a Director.
76. The Directors may from time to time in their discretion declare and pay interim dividends when in their opinion the profits of the Company justify such payment.
77. No dividend shall bear interest against the Company.
78. The Directors may deduct from the dividends payable to any member all such sums as may be due from him to the Company whether on account of calls or otherwise.
79. The Company may remit any dividend by cheque, dividend warrant, or money order.
80. Any general meeting declaring a dividend may direct payment of such dividend wholly or in part by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of the Company, or paid up shares, debentures or debenture stock of any other company or undertaking.
81. The Directors may, before recommending any dividend, set aside out of the profits such sums as they think proper as a reserve or reserves, to be supplied at the discretion of the Directors to meet contingencies or for equalising dividends or for repairs or for maintenance, or to cover loss in wear and tear or other depreciation or diminution in the value of any property of the Company or for any purpose to which the profits of the Company may be properly applied and pending such application may, at the like discretion employ such funds in the business of the Company or invest such sums so set apart as a reserve or reserves in such manner as they think fit. The Directors may also, without placing the same to reserve, carry forward any profits which they may think it prudent not to divide.

ACCOUNTS

82. Subject to Section 147 of the Act:

(1) The Directors shall cause full and true accounts to be kept:

- of all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place
- of all sales and purchases of goods, securities, investments and other assets by the Company
- of the assets and liabilities of the Company.

(2) The books and accounts shall be kept at the registered office or at such other place or places as the Directors shall think fit.

(3) The accounts shall be kept in compliance with Section 19 of the Transport (Re-organisation of Coras Iompair Eireann) Act 1986.

83. The Directors shall from time to time determine whether and to what extent and at what time and places, and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members, and no member shall have any right of inspecting any account or book or document of the Company, except as conferred by statute or authorised by the Directors. The register of members shall be open for inspection to any member or other person entitled to inspect the same.

84. Once in every calendar year the Directors shall lay before the Company in general meeting a profit and loss account and a balance sheet in respect of the accounting year preceding such general meeting. Subject to the Act such profit and loss account and balance sheet shall be drawn up in such manner as to comply with the Transport (Re-organisation of Coras Iompair Eireann) Act 1986 and in such manner as the Minister, after consultation with the Minister for Finance may direct. The Directors shall, as soon as may be after the end of every accounting year of the Company, furnish to the Board a copy of every such profit and loss account and balance sheet duly audited by the Auditors of the Company.

85. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company and as to the amount which they recommend to be

paid out of the profits by way of dividend to the members and the amount (if any) which they propose to carry to reserve. The Directors shall transmit a copy of every such report to Coras Iompair Éireann.

86. A copy of such balance sheet, including every document required in law to be annexed thereto, Directors' and Auditors' reports shall immediately after the audit and not less than twenty-one days before the annual general meeting be sent to every member of the Company and every person entitled under the Act to receive them.

87. The Company shall furnish to Coras Iompair Éireann for transmission to the Minister such information, accounts, statistics and returns as the Minister may from time to time require.

88. Every profit and loss account and balance sheet when audited and approved by a general meeting shall be conclusive except as regards any error discovered therein within three calendar months next after the approval thereof; whenever any such error is discovered within that period it shall forthwith be corrected and henceforth the profit and loss account and balance sheet shall be conclusive.

AUDIT

89. The provisions of the Act in regard to audit, auditor or auditors shall be observed by the Company with the further provision that no person shall be appointed or removed as auditor of the company without the approval of Coras Iompair Éireann, given with the consent of the Minister. In accordance with Dublin Transport Authority Act 2008, Section 160 of the Companies Act 1963 does not apply to the appointment or removal

STAFF

90. a. The company shall within a period specified by Coras Iompair Éireann set up machinery for the purposes of negotiation concerned with the pay and conditions of its staff and to this end consult with and make every reasonable endeavour to reach agreement with the trade unions concerned.

b. The Chief Executive (whether that officer is so described or otherwise) shall be paid such remuneration and allowances for expenses as the Company, subject to the approval of the Minister, given with the consent of the Minister for the Public Service, thinks fit.

INDEMNITY

91. Every Director, Chairman, chief officer, agent, auditor, secretary or other officer for the time being of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him for defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 391 of the Act in which relief is granted to him by the Court. No director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto, but this Article shall only have effect insofar as its provisions are not avoided by Section 200 of the Act.

SEAL

92. The Directors shall provide a Common Seal for the Company and they shall have power from time to time to destroy the same and substitute a new seal in lieu thereof.
93. The Directors shall provide the safe custody of the common seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the common seal shall be affixed shall be signed by a Director and shall be counter-signed by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose, but so that the Directors may by resolution determine, either generally or in any particular case, that the said signatures may be affixed by some mechanical means to be specified in such resolution provided that the use of such means is by such resolution restricted to instruments which have first been approved for sealing by the auditors or registrars of the Company in writing.

SECRECY

94. Every Director, Chairman, chief officer, auditor, trustee, member of a committee, officer, servant, agent, accountant, consultant, adviser or other person engaged in the business of the Company, shall keep strictly secret and confidential, and shall not

disclose to any person save as may be authorised by the Board, or by some person duly authorised by the Board, or use otherwise than solely for the benefit of the Company in the course of his duties, or as may be required by law, any confidential information or any books, documents or records relating to the business, affairs and accounts of the Company and its dealings with customers, suppliers and others; and shall if required by either the Minister or the Board execute an undertaking, in such form as the Board may determine, to perform all of the obligations contained herein, and to indemnify the Company against any loss occasioned as a result of his failure to do so. For the purpose of this Article "Company" shall include all subsidiary and associated companies of the Company and "confidential information" shall mean that which is expressed to be confidential either as regards particular information or as regards information of a particular class or description.

95. No member shall be entitled to require discovery of or any information respecting any detail of the Company's trading, or any matter which is or may be in the nature of a trade secret, mystery of trade, or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it would be inexpedient in the interests of the Members of the Company to communicate to the Public.

NOTICES

96. A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
97. In proving such service it shall be sufficient to prove that the letter containing the same was properly addressed in a prepaid envelope and put into a post letter box.
98. All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the Register of Members, and notice so given shall be sufficient notice to all the holders of such share.

99. Service of a notice at the registered place of abode or the address for service of any person whose name remains registered as the holder of any share, shall, notwithstanding the death of such person and whether or not the Company have notice of his decease, be deemed to be sufficient notice to his executors or administrators, and to the survivor or survivors of the joint holders, and to all other persons entitled to such share.

WINDING-UP

100. A resolution for the voluntary winding up of the company shall not be adopted unless resolutions has been passed by each House of the Oireachtas consenting to such winding up.
101. The liquidator on any winding up of the Company (whether voluntary or under supervision or compulsory) may by special resolution and in accordance with the Act divide amongst the members any assets of the Company in specie (including any shares, stock, debentures or other securities of other companies or undertakings in which the Company may be entitled) and for that purpose may set such value as he deems fair upon any class of property and may determine how such division shall be carried out as between members or classes or members.
102. In case of a sale by the liquidator under Section 260 of the Act, and subject to the provisions of that section, the liquidator may by the contract of sale agree so as to bind all the members for the allotment to the members direct of the proceeds of sale in proportion to their respective interests in the Company and may further by the contract limit a time at the expiration of which obligations or shares of other companies or undertakings not accepted or required to be sold shall be deemed to have been irrevocably refused and be at the disposal of the Company, but so that nothing herein contained shall be taken to diminish, prejudice or affect the rights of dissenting members conferred by the said Section.
103. The power of sale of the liquidator shall include a power to sell wholly or partially debentures, debenture stock, or other obligations of another company, either then already constituted or about to be constituted for the purpose of carrying out the sale.

GENERAL

104. No alteration or amendment shall be made to these articles except with the prior approval of the Minister given with the consent of the Minister for Finance and, where appropriate, the consent of the Minister for the Public Service.
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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Bernard Patrick Dowling
2, The Park, Cypress Downs, Templeogue, Dublin
6.

Company Secretary.

Peadar Colm MacGiolla Riogh 5, Manor Drive,
Kingston, Galway.

C.I.E. Executive.

Dated the 16th day of January 1987

Witness to the above signatures:

Michael Carroll, Solicitor,
St. John's,
Islandbridge, Dublin 8.

Revision 1: 6th March, 2002

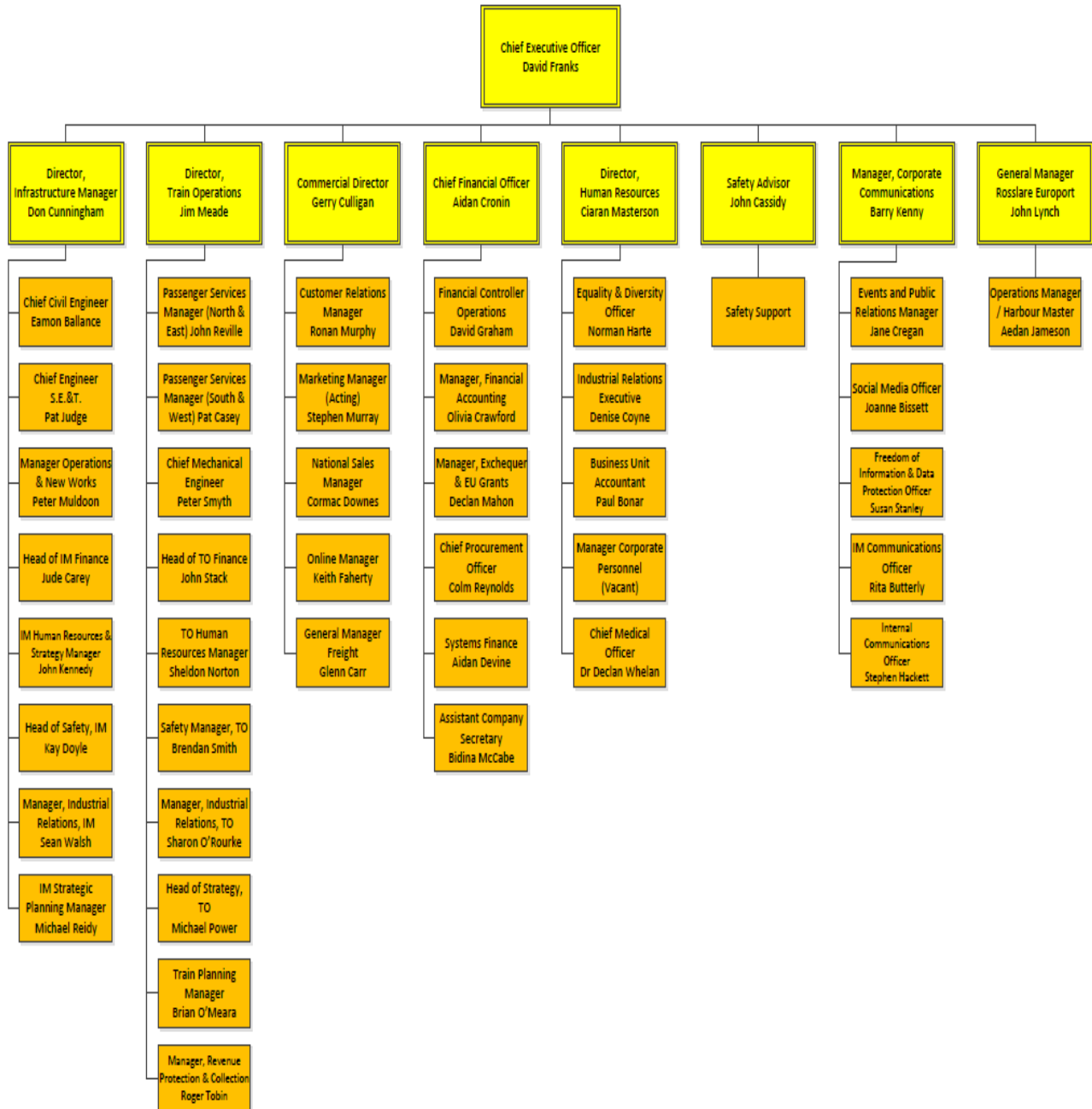
Revision 2: 11th June, 2009

Revision 3: 23rd December, 2010

Revision 4: 10th December, 2015

Appendix Three - Organisational Chart

Iarnród Éireann Management Structure



Appendix Four - Pay and Grading Structure Iarnród Éireann

Grade Code	Description	Contract Hours	Min of Scale	Max of Scale
A06	Receptionist		23211.71	23211.71
A16	Temporary Clerical Officer		24357.29	24357.29
A17	Temporary Clerical Assistant		23211.71	23211.71
B48	Depot Controller New Deal - 39/48 Hour Arrangement	39	41330.87	49557.61
B48	Depot Controller New Deal - 39/48 Hour Arrangement	40	42391.43	50827.35
B48	Depot Controller New Deal - 39/48 Hour Arrangement	41	43449.37	52098.66
B48	Depot Controller New Deal - 39/48 Hour Arrangement	42	44508.88	53369.45
B48	Depot Controller New Deal - 39/48 Hour Arrangement	43	45569.96	54639.72
B48	Depot Controller New Deal - 39/48 Hour Arrangement	44	46629.47	55909.98
B48	Depot Controller New Deal - 39/48 Hour Arrangement	45	47688.98	57181.29
B48	Depot Controller New Deal - 39/48 Hour Arrangement	46	48749.54	58452.08
B48	Depot Controller New Deal - 39/48 Hour Arrangement	47	49809.05	59722.87
B48	Depot Controller New Deal - 39/48 Hour Arrangement	48	50868.04	60993.66
B58	Station Controller Level 1 39 - 48 Hr Contract	39	41330.87	49557.61
B58	Station Controller Level 1 39 - 48 Hr Contract	40	42391.43	50827.35
B58	Station Controller Level 1 39 - 48 Hr Contract	41	43449.37	52098.66

B58	Station Controller Level 1 39 - 48 Hr Contract	42	44508.88	53369.45
B58	Station Controller Level 1 39 - 48 Hr Contract	43	45569.96	54639.72
B58	Station Controller Level 1 39 - 48 Hr Contract	44	46629.47	55909.98
B58	Station Controller Level 1 39 - 48 Hr Contract	45	47688.98	57181.29
B58	Station Controller Level 1 39 - 48 Hr Contract	46	48749.54	58452.08
B58	Station Controller Level 1 39 - 48 Hr Contract	47	49809.05	59722.87
B58	Station Controller Level 1 39 - 48 Hr Contract	48	50868.04	60993.66
B60	Station Controller Level 2 39 - 48 Hr Contract	39	40681.39	48777.19
B60	Station Controller Level 2 39 - 48 Hr Contract	40	41723.69	50028.15
B60	Station Controller Level 2 39 - 48 Hr Contract	41	42767.55	51280.16
B60	Station Controller Level 2 39 - 48 Hr Contract	42	43809.85	52529.56
B60	Station Controller Level 2 39 - 48 Hr Contract	43	44852.66	53780.53
B60	Station Controller Level 2 39 - 48 Hr Contract	44	45895.48	55031.49
B60	Station Controller Level 2 39 - 48 Hr Contract	45	46939.34	56281.41
B60	Station Controller Level 2 39 - 48 Hr Contract	46	47982.16	57532.38
B60	Station Controller Level 2 39 - 48 Hr Contract	47	49025.50	58783.34
B60	Station Controller Level 2 39 - 48 Hr Contract	48	50068.84	60034.31
B65	Grade A: New Entrants - 39/48 Hour Arrangement	39	40337.61	45691.51
B65	Grade A: New Entrants - 39/48 Hour Arrangement	48	49646.29	56236.03
B66	Grade B/C: New Entrants - 39/48 Hour Arrangement	39	43133.24	48860.13
B66	Grade B/C: New Entrants - 39/48 Hour Arrangement	48	53088.27	60136.03
B67	Grade D: New Entrants - 39/48 Hour Arrangement	39	45090.02	51076.71
B67	Grade D: New Entrants - 39/48 Hour Arrangement	44	50870.65	57625.23

B67	Grade D: New Entrants - 39/48 Hour Arrangement	48	55496.30	62863.32
B68	Grade E: New Entrants - 39/48 Hour Arrangement	39	47797.49	54143.09
B68	Grade E: New Entrants - 39/48 Hour Arrangement	48	58827.68	66638.65
B71	Graded Executive		46770.00	50856.00
B72	SET Inspectors	39	44877.71	51077.75
B72	SET Inspectors	48	55234.42	62865.41
B76	CTC Supervisor 39 - 48 Hr Contract	39	47154.27	54199.95
B76	CTC Supervisor 39 - 48 Hr Contract	40	48363.50	55589.68
B76	CTC Supervisor 39 - 48 Hr Contract	41	49572.21	56979.41
B76	CTC Supervisor 39 - 48 Hr Contract	42	50781.44	58368.61
B76	CTC Supervisor 39 - 48 Hr Contract	43	51991.20	59758.34
B76	CTC Supervisor 39 - 48 Hr Contract	44	53198.86	61148.59
B76	CTC Supervisor 39 - 48 Hr Contract	45	54409.14	62538.32
B76	CTC Supervisor 39 - 48 Hr Contract	46	55617.85	63928.57
B76	CTC Supervisor 39 - 48 Hr Contract	47	56827.08	65317.26
B76	CTC Supervisor 39 - 48 Hr Contract	48	58034.74	66708.55
B77	Clerical Assistant		23211.71	32902.77
B78	Clerical Officer Grade 4		24357.29	40829.02
B79	Clerical Officer Grade 3		40197.28	41951.14
B80	Clerical Officer Grade 2		41588.58	46215.79
B81	Clerical Officer Grade 1		45765.59	48781.88
B82	Executive Station Manager A		42725.29	47363.46
B83	Executive Station Manager B		46010.77	50070.41
B84	Executive Station Manager C		51230.60	57997.18
B85	Executive Station Manager D		55097.74	63794.50

B86	Executive Station Manager E		58961.75	66694.99
B88	Draughtsperson		33516.78	43961.65
B89	Snr Draughtsperson C2		45068.64	47116.19
B90	Snr Draughtsperson C1		48103.19	50240.99
B91	Weekly Paid Technical Staff Scale 1		33516.25	43961.65
B91	Weekly Paid Technical Staff Scale 2		35439.13	43961.65
B91	Weekly Paid Technical Staff Scale 3		38331.27	43961.65
B91	Weekly Paid Technical Staff Scale 4		36761.56	45844.88
B91	Weekly Paid Technical Staff Scale 5		41935.49	48120.41
B92	Laboratory Assistant		23762.59	33449.48
B93	Snr. Laboratory Assistant		32986.24	36234.15
D07	Engineering Facilitator Grade 1		46474.02	49307.21
D08	Engineering Facilitator Grade 2		42449.33	45922.09
D09	Engineering Facilitator Grade 3		39717.87	43862.54
D40	Building Trade Supervisor	39	38589.49	47139.67
D40	Building Trade Supervisor	44	43537.01	53184.78
D40	Building Trade Supervisor	48	47494.92	58018.05
D41	Assistant Building Trade Supervisor	39	35935.76	43897.49
D41	Assistant Building Trade Supervisor	44	40541.06	49526.31
D70	Engineering Facilitator Grade 1 (Composite) Day Work	39	53161.30	56423.83
D70	Engineering Facilitator Grade 1 (Composite) Day Work	42	57250.67	60764.64
D70	Engineering Facilitator Grade 1 (Composite) Day Work	48	65428.89	69444.71
D71	Engineering Facilitator Grade 2 (Composite) Day	39	48529.92	52522.26

	Work			
D71	Engineering Facilitator Grade 2 (Composite) Day Work	42	52262.99	56563.11
D71	Engineering Facilitator Grade 2 (Composite) Day Work	48	59728.61	64642.74
D73	Engineering Facilitator Grade 1 (Composite) 3 Cycle Shift	39	64832.63	68807.23
D73	Engineering Facilitator Grade 1 (Composite) 3 Cycle Shift	42	69819.79	74100.62
D73	Engineering Facilitator Grade 1 (Composite) 3 Cycle Shift	48	79794.12	84685.82
D74	Engineering Facilitator Grade 2 (Composite) 3 Cycle Shift	39	59218.41	64068.38
D74	Engineering Facilitator Grade 2 (Composite) 3 Cycle Shift	42	63774.16	68997.12
D74	Engineering Facilitator Grade 2 (Composite) 3 Cycle Shift	48	72884.08	78854.07
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	39	31192.74	40774.25
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	40	31992.46	41819.68
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	41	32791.13	42865.10
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	42	33591.90	43911.57
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	43	34391.09	44955.96
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	44	35192.38	46002.43
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	45	35992.62	47047.85
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	46	36791.30	48093.80
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	47	37591.02	49137.66
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	48	38390.22	50184.13
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	39	29329.33	38340.66

E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	40	30081.58	39324.53
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	41	30835.39	40306.83
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	42	31586.60	41289.14
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	43	32339.37	42271.96
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	44	33091.61	43255.83
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	45	33841.78	44239.18
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	46	34594.55	45222.01
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	47	35346.79	46204.83
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	48	36099.04	47188.18
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	39	27235.87	35602.41
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	40	27933.86	36514.81
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	41	28631.34	37427.21
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	42	29329.33	38340.66
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	43	30031.50	39257.23
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	44	30726.88	40165.98
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	45	31428.53	41084.64
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	46	32123.40	41991.31
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	47	32821.91	42904.23
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	48	33519.91	43818.19
E54	Signal Operative & Ganger - Signal Op Class 2		27774.75	27774.75
E56	Signal Operative & Ganger - Signal Op Class 1		29909.95	29909.95
E58	Signal Operative & Ganger - Signal Ganger		31861.00	31861.00
E91	Mtce of Way - New Entrants after Aug. 2000 - Platelayer	39	28877.04	32712.36
E91	Mtce of Way - New Entrants after Aug. 2000 -	43	31839.09	36067.74

	Platelayer			
E91	Mtce of Way - New Entrants after Aug. 2000 - Platelayer	44	32580.38	36908.67
G09	CTC Traffic Executive	39	46520.97	55780.09
G09	CTC Traffic Executive	48	57256.41	68652.29
G48	Probationer Driver 48 Hr Arrangement	48	42830.67	42830.67
G49	Trainee Driver 48 Hr Arrangement	48	41760.21	41760.21
J50	Executive Grade A		38599.00	48755.00
J51	Executive Grade B		47363.00	57580.00
J52	Executive Grade C		51638.00	63615.00
J53	Executive Grade D		55685.00	64923.00
J54	Executive Grade E		57041.00	66245.00
K06-K07	Craftworker 39 Hr & 44 Hr contract	39	31784.31	37554.50
K06-K07	Craftworker 39 Hr & 44 Hr contract	44	35859.60	42368.99
K08	Building Trade Operative	39	29177.00	33653.45
K08	Building Trade Operative	44	32916.33	37968.19
K09	Building and Facilities Contracts Co-Ordinator	39	38589.49	47139.67
K09	Building and Facilities Contracts Co-Ordinator	40	39579.10	48348.38
K09	Building and Facilities Contracts Co-Ordinator	44	43537.01	53183.21
L08	Mtce of Way - New Entrants - Mobile Ganger	39	34837.12	39469.03
L08	Mtce of Way - New Entrants - Mobile Ganger	43	38410.04	43517.71
L08	Mtce of Way - New Entrants - Mobile Ganger	44	39305.23	44530.79
L13	Mtce of Way - New Entrants - Patrol Ganger	39	30990.33	35275.85
L13	Mtce of Way - New Entrants - Patrol Ganger	43	34168.86	38893.63
L13	Mtce of Way - New Entrants - Patrol Ganger	44	34968.06	39800.29

L14	Machine Operator	39	33968.54	38666.70
L14	Machine Operator	48	41807.68	47589.87
L16	Arc Welder/Tester	39	30990.33	35275.85
L16	Arc Welder/Tester	43	34168.86	38893.63
L16	Arc Welder/Tester	44	34968.06	39800.29
L21	Ganger OHLE - Special Functions	39	39296.36	39296.36
L21	Ganger OHLE - Special Functions	44	44335.17	44335.17
L22	OHLE New Entrant - Platelayer OHLE	39	30992.94	35275.33
L22	OHLE New Entrant - Platelayer OHLE	44	34967.54	39800.29
L23	Ganger OHLE	39	37503.90	37503.90
L23	Ganger OHLE	44	42310.57	42310.57
L24	OHLE New Entrant - Ganger OHLE / Inspection Car Driver	39	32950.76	37501.29
L24	OHLE New Entrant - Ganger OHLE / Inspection Car Driver	44	37174.73	42310.57
L25	Ultrasonic Operator	39	36475.69	41517.11
L25	Ultrasonic Operator	44	41152.46	46839.18
L25	Ultrasonic Operator	48	44893.36	51098.10
P72	Cleaning Operatives	39	19912.67	22417.20
Q35	Coach & Wagon Fitter (Composite) Day Work	39	37395.39	41524.41
Q35	Coach & Wagon Fitter (Composite) Day Work	42	40271.88	44719.64
Q35	Coach & Wagon Fitter (Composite) Day Work	48	46024.86	51108.01
Q36	Coach & Wagon Fitter (Composite) 3 Cycle Shift	39	45564.22	50841.96
Q36	Coach & Wagon Fitter (Composite) 3 Cycle Shift	42	49069.85	54753.44
Q36	Coach & Wagon Fitter (Composite) 3 Cycle Shift	48	56079.53	62574.84

Q50	Bridge Gang Operative 1 (New Deal) Day Work	39	36140.78	40315.70
Q50	Bridge Gang Operative 1 (New Deal) Day Work	42	38920.23	43417.03
Q50	Bridge Gang Operative 1 (New Deal) Day Work	48	44480.71	49619.16
Q51	Bridge Gang Operative 2 (New Deal) Day Work	39	34695.23	38703.74
Q51	Bridge Gang Operative 2 (New Deal) Day Work	42	37364.09	41680.91
Q51	Bridge Gang Operative 2 (New Deal) Day Work	48	42702.34	47635.25
Q52	Chargehand Engineering Operative Portlaoise (New Deal) Day Work	39	35505.90	40449.77
Q52	Chargehand Engineering Operative Portlaoise (New Deal) Day Work	42	38246.24	43561.53
Q52	Chargehand Engineering Operative Portlaoise (New Deal) Day Work	48	43699.77	49784.53
Q53	Shift Craftworker	39	48461.58	54075.79
Q53	Shift Craftworker	40	49704.20	55462.39
Q53	Shift Craftworker	42	52189.43	58235.07
Q53	Shift Craftworker	45	55917.29	62395.38
Q53	Shift Craftworker	48	59645.66	66555.18
Q54	Day Craftworker	39	39745.52	44331.52
Q54	Day Craftworker	40	40764.86	45468.24
Q54	Day Craftworker	42	42802.50	47741.67
Q54	Day Craftworker	45	45860.01	51151.83
Q54	Day Craftworker	48	48917.00	54561.99
Q55	Ultrasonic Tester (Composite) Day Work 5/7	39	41846.28	47327.47
Q55	Ultrasonic Tester (Composite) Day Work 5/7	42	45064.98	50968.20
Q55	Ultrasonic Tester (Composite) Day Work 5/7	48	51502.91	58249.15
Q56	SET 2 Cycle Shift Craft Worker	39	46899.70	52310.98

Q56	SET 2 Cycle Shift Craft Worker	40	48102.67	53652.72
Q56	SET 2 Cycle Shift Craft Worker	42	50507.05	56335.14
Q56	SET 2 Cycle Shift Craft Worker	45	54114.92	60359.31
Q56	SET 2 Cycle Shift Craft Worker	48	57722.26	64382.95
Q57	Compliance Co-ordinator (Day)	39	39226.45	43761.33
Q57	Compliance Co-ordinator (Day)	42	42244.84	47127.15
Q58	Compliance Co-ordinator (Shift)	39	49613.43	55347.10
Q58	Compliance Co-ordinator (Shift)	42	53429.96	59603.93
Q59	Senior Compliance Coordinator (Shift)	39	50853.96	56730.57
Q59	Senior Compliance Coordinator (Shift)	42	54765.96	61093.82
Q60	Team Member 1 Composite	39	38575.93	42883.36
Q60	Team Member 1 Composite	48	47478.23	52779.44
R26	Team Member 1		28566.13	31759.27
R29	Team Member 2		27939.08	30516.65
R33	Engineering Craftworker		34731.75	38742.87
R52	Drogheda CME Shift Craftworker	39	46152.14	51485.70
R52	Drogheda CME Shift Craftworker	42	49702.11	55445.70
R60	Drogheda CME Day Craftworker	39	36489.77	40708.00
R60	Drogheda CME Day Craftworker	42	39297.40	43839.06
R74	Team Member 1 (Composite) Day Work 5/7	39	32672.19	36323.36
R74	Team Member 1 (Composite) Day Work 5/7	40	33509.99	37254.54
R74	Team Member 1 (Composite) Day Work 5/7	42	35185.60	39116.90
R74	Team Member 1 (Composite) Day Work 5/7	43	36023.40	40048.61
R74	Team Member 1 (Composite) Day Work 5/7	45	37698.48	41911.49
R74	Team Member 1 (Composite) Day Work 5/7	48	40211.89	44705.03

R75	Team Member 1 (Composite) 3 Cycle Shift	39	39860.80	44329.95
R75	Team Member 1 (Composite) 3 Cycle Shift	40	40882.76	45466.67
R75	Team Member 1 (Composite) 3 Cycle Shift	42	42927.18	47739.59
R75	Team Member 1 (Composite) 3 Cycle Shift	45	45993.04	51149.74
R75	Team Member 1 (Composite) 3 Cycle Shift	48	49059.41	54559.90
S02	Station Operative Grade 1 39/48 Hour Arrangement	39	31192.74	40774.25
S02	Station Operative Grade 1 39/48 Hour Arrangement	40	31992.46	41819.68
S02	Station Operative Grade 1 39/48 Hour Arrangement	41	32791.13	42865.10
S02	Station Operative Grade 1 39/48 Hour Arrangement	42	33591.90	43911.57
S02	Station Operative Grade 1 39/48 Hour Arrangement	43	34391.09	44955.96
S02	Station Operative Grade 1 39/48 Hour Arrangement	44	35192.38	46002.43
S02	Station Operative Grade 1 39/48 Hour Arrangement	45	35992.62	47047.85
S02	Station Operative Grade 1 39/48 Hour Arrangement	46	36791.30	48093.80
S02	Station Operative Grade 1 39/48 Hour Arrangement	47	37591.02	49137.66
S02	Station Operative Grade 1 39/48 Hour Arrangement	48	38390.22	50184.13
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	39	30063.32	39298.44
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	40	30833.83	40306.83

S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	41	31605.90	41313.13
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	42	32376.41	42322.04
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	43	33147.43	43328.87
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	44	33917.94	44336.73
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	45	34688.97	45344.08
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	46	35459.47	46351.94
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	47	36231.02	47359.29
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	48	37001.53	48367.16
S06	Station Operative Grade 2 39/48 Hour Arrangement	39	29329.33	38340.66
S06	Station Operative Grade 2 39/48 Hour Arrangement	40	30081.58	39324.53
S06	Station Operative Grade 2 39/48 Hour Arrangement	41	30835.37	40306.83
S06	Station Operative Grade 2 39/48 Hour Arrangement	42	31586.60	41289.14
S06	Station Operative Grade 2 39/48 Hour Arrangement	43	32339.37	42271.96
S06	Station Operative Grade 2 39/48 Hour Arrangement	44	33091.61	43255.83
S06	Station Operative Grade 2 39/48 Hour Arrangement	45	33841.78	44239.18

S06	Station Operative Grade 2 39/48 Hour Arrangement	46	34594.55	45222.01
S06	Station Operative Grade 2 39/48 Hour Arrangement	47	35346.79	46204.83
S06	Station Operative Grade 2 39/48 Hour Arrangement	48	36099.04	47188.18
S08	Station Operative Grade 3 39/48 Hour Arrangement	39	27235.87	35602.41
S08	Station Operative Grade 3 39/48 Hour Arrangement	40	27933.86	36514.81
S08	Station Operative Grade 3 39/48 Hour Arrangement	41	28631.34	37427.41
S08	Station Operative Grade 3 39/48 Hour Arrangement	42	29329.33	38340.66
S08	Station Operative Grade 3 39/48 Hour Arrangement	43	30031.50	39257.23
S08	Station Operative Grade 3 39/48 Hour Arrangement	44	30726.88	40165.98
S08	Station Operative Grade 3 39/48 Hour Arrangement	45	31428.53	41084.64
S08	Station Operative Grade 3 39/48 Hour Arrangement	46	32123.40	41991.31
S08	Station Operative Grade 3 39/48 Hour Arrangement	47	32821.91	42904.23
S08	Station Operative Grade 3 39/48 Hour Arrangement	48	33519.91	43818.19
S11	Station Operative Grade 4 39/48 Hour Arrangement	39	27129.97	35466.26
S11	Station Operative Grade 4 39/48 Hour Arrangement	40	27826.40	36375.53

S11	Station Operative Grade 4 39/48 Hour Arrangement	41	28522.31	37285.32
S11	Station Operative Grade 4 39/48 Hour Arrangement	42	29217.69	38194.07
S11	Station Operative Grade 4 39/48 Hour Arrangement	43	29913.60	39103.34
S11	Station Operative Grade 4 39/48 Hour Arrangement	44	30608.47	40012.61
S11	Station Operative Grade 4 39/48 Hour Arrangement	45	31304.37	40922.40
S11	Station Operative Grade 4 39/48 Hour Arrangement	46	31999.76	41831.67
S11	Station Operative Grade 4 39/48 Hour Arrangement	47	32695.67	42740.94
S11	Station Operative Grade 4 39/48 Hour Arrangement	48	33391.58	43650.22
S13	Train Guard / Ticket Checker 39/48 Hour Arrangement	39	29329.33	38340.66
S13	Train Guard / Ticket Checker 39/48 Hour Arrangement	40	30081.58	39324.53
S13	Train Guard / Ticket Checker 39/48 Hour Arrangement	41	30835.39	40306.83
S13	Train Guard / Ticket Checker 39/48 Hour Arrangement	42	31586.60	41289.14
S13	Train Guard / Ticket Checker 39/48 Hour Arrangement	43	32339.37	42271.96
S13	Train Guard / Ticket Checker 39/48 Hour Arrangement	44	33091.61	43255.83
S13	Train Guard / Ticket Checker 39/48 Hour Arrangement	45	33841.48	44239.18

S13	Train Guard / Ticket Checker 39/48 Hour Arrangement	46	34594.56	45222.01
S13	Train Guard / Ticket Checker 39/48 Hour Arrangement	47	35346.79	46204.83
S13	Train Guard / Ticket Checker 39/48 Hour Arrangement	48	36099.04	47188.18
S27	Donnelli Operator Grade 1	39	33012.32	37575.89
S27	Donnelli Operator Grade 1	44	37246.19	42392.99
S28	Donnelli Operator Grade 2	39	30992.41	35274.80
S28	Donnelli Operator Grade 2	44	34965.98	39797.16
S34	CTC Signalpersons 39 - 48 Hr Arrangement	39	41992.97	47637.86
S34	CTC Signalpersons 39 - 48 Hr Arrangement	40	42996.56	48859.61
S34	CTC Signalpersons 39 - 48 Hr Arrangement	41	44071.72	50082.41
S34	CTC Signalpersons 39 - 48 Hr Arrangement	42	45146.89	51303.64
S34	CTC Signalpersons 39 - 48 Hr Arrangement	43	46221.01	52524.87
S34	CTC Signalpersons 39 - 48 Hr Arrangement	44	47297.21	53746.62
S34	CTC Signalpersons 39 - 48 Hr Arrangement	45	48371.85	54968.89
S34	CTC Signalpersons 39 - 48 Hr Arrangement	46	49445.97	56189.08
S34	CTC Signalpersons 39 - 48 Hr Arrangement	47	50521.65	57410.31
S34	CTC Signalpersons 39 - 48 Hr Arrangement	48	51596.29	58632.58
S37	Ballast Guard	39	32727.49	37251.93
S37	Ballast Guard	44	36924.85	42027.30
S37	Ballast Guard	48	40280.23	45848.53
S38	Level Crossing Keepers	39	19833.89	27139.36
S38	Level Crossing Keepers	40	20342.52	27835.27
S38	Level Crossing Keepers	41	20851.67	28530.65

S38	Level Crossing Keepers	42	21359.26	29226.56
S38	Level Crossing Keepers	43	21868.93	29921.95
S38	Level Crossing Keepers	44	22377.03	30618.38
S38	Level Crossing Keepers	45	22885.66	31313.76
S38	Level Crossing Keepers	46	23394.29	32010.71
S38	Level Crossing Keepers	47	23903.44	32706.10
S38	Level Crossing Keepers	48	24410.50	33402.01
S39	Train Host	39	29329.33	38340.66
S39	Train Host	40	30081.58	39324.53
S39	Train Host	41	30835.39	40306.83
S39	Train Host	42	31586.60	41289.14
S39	Train Host	43	32339.37	42271.96
S39	Train Host	44	33091.61	43255.83
S39	Train Host	45	33841.78	44239.18
S39	Train Host	46	34594.55	45222.01
S39	Train Host	47	35346.79	46204.83
S39	Train Host	48	36099.04	47188.18
S41	Donnelli Operator	39	38864.42	38864.42
S41	Donnelli Operator	44	43846.89	43846.39
S71	SET Signal Ganger (New Deal 2012)	39	34837.12	39469.03
S71	SET Signal Ganger (New Deal 2012)	44	39305.23	44530.79
S71	SET Signal Ganger (New Deal 2012)	48	42876.58	48577.39
S72	SET Signal Operative Grade 1 (New Deal 2012)	39	30990.33	35275.85
S72	SET Signal Operative Grade 1 (New Deal 2012)	44	34968.06	39800.29
S72	SET Signal Operative Grade 1 (New Deal 2012)	48	38141.90	43416.51

S73	SET Signal Operative Grade 2 (New Deal 2012)	39	28877.04	32712.36
S73	SET Signal Operative Grade 2 (New Deal 2012)	44	32580.38	36908.67
S73	SET Signal Operative Grade 2 (New Deal 2012)	48	35540.86	40261.45
T20	Regular Part-time Gatekeepers	20	10171.00	13917.63
T21	Regular Part-time Gatekeepers	21	10679.63	14613.54
T22	Regular Part-time Gatekeepers	22	11188.26	15309.45
T23	Regular Part-time Gatekeepers	23	11696.88	16005.36
T24	Regular Part-time Gatekeepers	24	12205.51	16701.27
T25	Regular Part-time Gatekeepers	25	12714.14	17397.17
T26	Regular Part-time Gatekeepers	26	13222.77	18093.08
T27	Regular Part-time Gatekeepers	27	13731.40	18788.99
T28	Regular Part-time Gatekeepers	28	14239.50	19484.90
T29	Regular Part-time Gatekeepers	29	14748.13	20180.80
T30	Regular Part-time Gatekeepers	30	15256.76	20876.19
T31	Regular Part-time Gatekeepers	31	15765.39	21572.10
T32	Regular Part-time Gatekeepers	32	16274.02	22268.01
T33	Regular Part-time Gatekeepers	33	16782.65	22963.91
T34	Regular Part-time Gatekeepers	34	17291.27	23659.82
T35	Regular Part-time Gatekeepers	35	17799.90	24355.73
T36	Regular Part-time Gatekeepers	36	18308.01	25051.64
V48	Loco Driver 39/48 Hour Arrangement	39	35520.51	44880.84
V48	Loco Driver 39/48 Hour Arrangement	40	36430.30	46032.68
V48	Loco Driver 39/48 Hour Arrangement	41	37342.18	47182.44
V48	Loco Driver 39/48 Hour Arrangement	42	38247.28	48333.77
V48	Loco Driver 39/48 Hour Arrangement	43	39162.29	49485.62

V48	Loco Driver 39/48 Hour Arrangement	44	40074.17	50635.90
V48	Loco Driver 39/48 Hour Arrangement	45	40983.96	51787.22
V48	Loco Driver 39/48 Hour Arrangement	46	41895.32	52936.46
V48	Loco Driver 39/48 Hour Arrangement	47	42805.63	54087.79
V48	Loco Driver 39/48 Hour Arrangement	48	43716.99	55238.59
W03	Day Craftworker	39	35770.96	39898.36
W03	Day Craftworker	40	36688.37	40921.41
W03	Day Craftworker	42	38522.25	42967.51
W03	Day Craftworker	45	41274.01	46036.65
W03	Day Craftworker	48	44025.30	48105.79
W03	Shift Craftworker	39	43615.42	48668.21
W03	Shift Craftworker	40	44733.78	49916.15
W03	Shift Craftworker	42	46970.49	52411.56
W03	Shift Craftworker	45	50325.56	56155.85
W03	Shift Craftworker	48	53681.10	59899.66
W03	SET 2 Cycle Shift Craft Worker	39	42209.73	47079.88
W03	SET 2 Cycle Shift Craft Worker	40	43292.40	48287.44
W03	SET 2 Cycle Shift Craft Worker	42	45456.34	50701.63
W03	SET 2 Cycle Shift Craft Worker	45	48703.42	54323.38
W03	SET 2 Cycle Shift Craft Worker	48	51950.04	57944.65
W07- W20	Trade Apprentices		10470.96	27785.19
X12	Storeperson		28946.43	33441.66
X13	Infrastructure Storekeeper		27823.79	32145.31
X99	Sleeper Plant Portlaoise	39	52522.26	52522.26

X99	Sleeper Plant Portlaoise	48	64642.74	64642.74
Z74	District Traffic Executive 36 / 40 hr contract	36	42942.31	51489.35
Z74	District Traffic Executive 36 / 40 hr contract	40	47714.02	57211.55
Z77	District Traction Executive 36 /40 hr contract	36	46474.02	57253.80
Z77	District Traction Executive 36 /40 hr contract	40	51638.02	63615.05
	Ungraded Executive Rates of Pay		37835.00	133397.00