



**Publication Scheme**  
**Prepared Under section 8 of**  
**The Freedom of information Act 2014**

**October 2020**

**Iarnród Éireann/Irish Rail****PUBLICATION SCHEME****Under section 8 of the****FREEDOM OF INFORMATION ACT 2014****Contents****Part 1: About Iarnród Éireann**

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## Part 1

### About Iarnród Éireann

#### 1.1 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 20<sup>th</sup> 1987 and commenced trading on 2<sup>nd</sup> 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.

#### 1.2 Roles, Responsibilities and Functions

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 Understanding.

### 1.3 Governance/Management Arrangements

#### 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:

- Mr. Frank Allen (Chairman)
- Ms. Carolyn Griffiths
- Ms. Suzy Byrne
- Ms. Denise Guinan
- Mr. Mal McGreevy
- Dr Peter Mulholland
- Ms. Valerie Little
- Ms. Sarah Roarty
- Mr. Tommy Wynne

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.

## **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.

## **Senior Management Team**

### **Chief Executive. Jim Meade**

The Chief Executive's 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. Billy Gilpin**

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.

**Strategic Safety Manager. Kay Doyle**

The Strategic Safety Manager's role is to lead the development of safety strategy and policy and provide impartial expert advice 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.

**Head of Transformation. Michael Power**

The role of Head of Transformation is to support the implementation of various organisational developmental programmes, across the company and businesses within Iarnród Éireann.

**Director of Capital Investments. Peter Muldoon**

The Director of Capital Investments has the responsibility for delivering capital funded projects including DART Expansion, the Mobility programme, Station developments, the National Train Control Centre and Train Protection system.

**1.4 Corporate Plans and Strategies**

Iarnród Éireann's Corporate Plans and Strategies can be found on our website:

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

**Strategies:** <http://www.irishrail.ie/about-us/iarnrod-eireann-strategy>

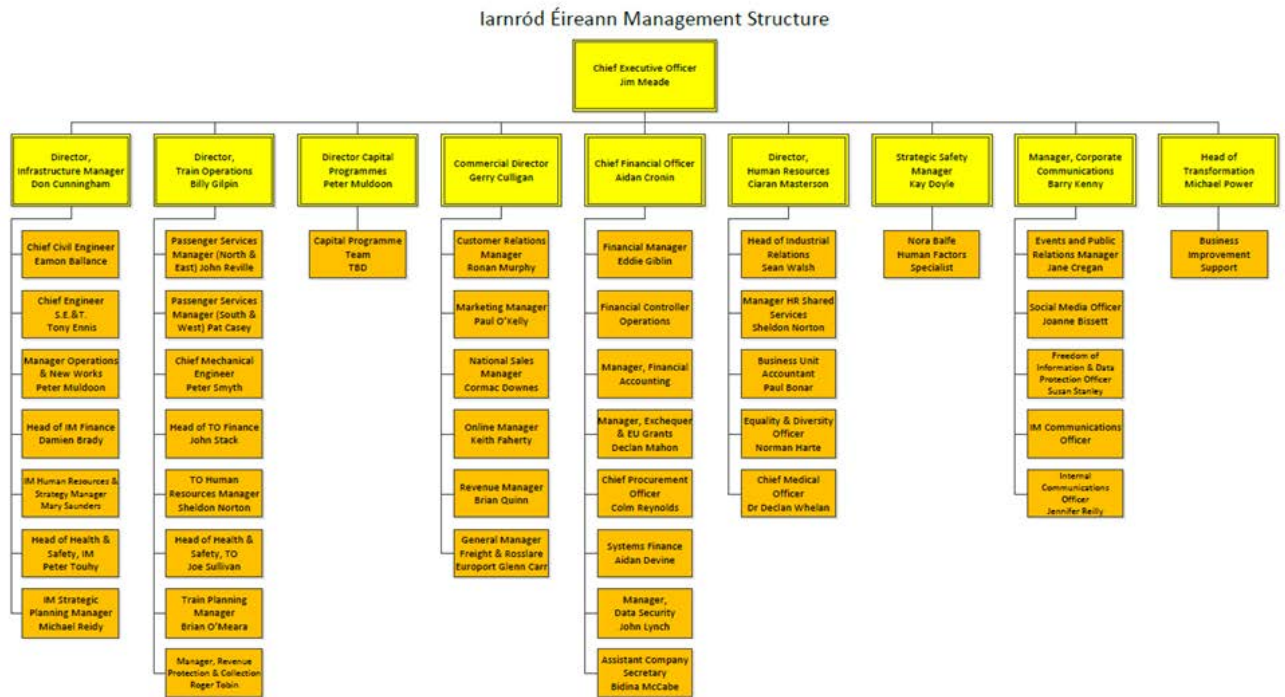
**1.5 Annual Report**

Iarnród Éireann's corporate annual reports past and present can be found on our website:

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

## 1.6 Organisation and Pay/Grading Structures

### Organisation



\*appointments effective from 29th May on designate basis pending safety approval

**Pay/Grading Structures**

<b>Grade Code</b>	<b>Description</b>	<b>Contract Hours</b>	<b>Min of Scale</b>	<b>Max of Scale</b>
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A16	Temporary Clerical Officer		26299.57	26299.57
A17	Temporary Clerical Assistant		24996.34	24996.34
B48	Depot Controller New Deal - 39/48 Hour Arrangement	39	44508.88	53367.88
B48	Depot Controller New Deal - 39/48 Hour Arrangement	40	45650.82	54735.70
B48	Depot Controller New Deal - 39/48 Hour Arrangement	41	46970.15	56104.57
B48	Depot Controller New Deal - 39/48 Hour Arrangement	42	47931.04	57473.43
B48	Depot Controller New Deal - 39/48 Hour Arrangement	43	49073.50	58841.25
B48	Depot Controller New Deal - 39/48 Hour Arrangement	44	50215.43	60208.54
B48	Depot Controller New Deal - 39/48 Hour Arrangement	45	51355.80	61577.93
B48	Depot Controller New Deal - 39/48 Hour Arrangement	46	52498.26	62946.27
B48	Depot Controller New Deal - 39/48 Hour Arrangement	47	53639.15	64315.13
B48	Depot Controller New Deal - 39/48 Hour Arrangement	48	54779.52	65683.47

B58	Station Controller Level 1 39 - 48 Hr Contract	39	44508.88	53367.88
B58	Station Controller Level 1 39 - 48 Hr Contract	40	45650.82	54735.70
B58	Station Controller Level 1 39 - 48 Hr Contract	41	46970.15	56104.57
B58	Station Controller Level 1 39 - 48 Hr Contract	42	47931.04	57473.43
B58	Station Controller Level 1 39 - 48 Hr Contract	43	49073.50	58841.25
B58	Station Controller Level 1 39 - 48 Hr Contract	44	50215.43	60208.54
B58	Station Controller Level 1 39 - 48 Hr Contract	45	51355.80	61577.93
B58	Station Controller Level 1 39 - 48 Hr Contract	46	52498.26	62946.27
B58	Station Controller Level 1 39 - 48 Hr Contract	47	53639.15	64315.13
B58	Station Controller Level 1 39 - 48 Hr Contract	48	54779.52	65683.47
B60	Station Controller Level 2 39 - 48 Hr Contract	39	43809.32	52528.00
B60	Station Controller Level 2 39 - 48 Hr Contract	40	44932.48	53874.95
B60	Station Controller Level 2 39 - 48 Hr Contract	41	46056.16	55223.46
B60	Station Controller Level 2 39 - 48 Hr Contract	42	47178.79	56568.33

B60	Station Controller Level 2 39 - 48 Hr Contract	43	48300.90	57915.80
B60	Station Controller Level 2 39 - 48 Hr Contract	44	49424.06	59262.76
B60	Station Controller Level 2 39 - 48 Hr Contract	45	50548.26	60609.19
B60	Station Controller Level 2 39 - 48 Hr Contract	46	51671.41	61956.14
B60	Station Controller Level 2 39 - 48 Hr Contract	47	52794.57	63303.61
B60	Station Controller Level 2 39 - 48 Hr Contract	48	53918.25	64650.56
B65	Grade A: New Entrants - 39/48 Hour Arrangement	39	43438.94	49204.96
B65	Grade A: New Entrants - 39/48 Hour Arrangement	48	53463.87	60559.63
B66	Grade B/C: New Entrants - 39/48 Hour Arrangement	39	46450.02	52617.20
B66	Grade B/C: New Entrants - 39/48 Hour Arrangement	48	57170.34	64760.11
B67	Grade D: New Entrants - 39/48 Hour Arrangement	39	48557.04	55004.36
B67	Grade D: New Entrants - 39/48 Hour Arrangement	44	54782.13	62056.30
B67	Grade D: New Entrants - 39/48 Hour Arrangement	48	59763.56	67697.12
B68	Grade E: New Entrants - 39/48 Hour Arrangement	39	51473.18	58306.53

B68	Grade E: New Entrants - 39/48 Hour Arrangement	48	63351.08	71762.49
B72	SET Inspectors	39	48328.55	55005.41
B72	SET Inspectors	48	59481.34	67699.20
B77	Clerical Assistant		24996.34	35432.87
B78	Clerical Officer Grade 4		26229.57	43968.96
B79	Clerical Officer Grade 3		43288.18	45176.62
B80	Clerical Officer Grade 2		44786.41	49769.40
B81	Clerical Officer Grade 1		49284.25	52532.69
B82	Executive Station Manager A		46010.77	51005.76
B83	Executive Station Manager B		49548.74	53920.85
B84	Executive Station Manager C		55169.73	62456.42
B85	Executive Station Manager D		59333.70	68699.77
B86	Executive Station Manager E		63495.59	71823.00
B88	Draughtsperson		36093.83	47341.55
B89	Snr Draughtsperson C2		48534.09	50738.67
B90	Snr Draughtsperson C1		51801.83	54104.48
D40	Building Trade Supervisor	39	41,556.75	50,764.23
D40	Building Trade Supervisor	44	46,884.57	57,274.67
D40	Building Trade Supervisor	48	51,146.61	62,478.85

D71	Engineering Facilitator Grade 2 (Composite) Day Work	39	52,261.42	56,560.50
D71	Engineering Facilitator Grade 2 (Composite) Day Work	42	56,381.41	60,912.28
D71	Engineering Facilitator Grade 2 (Composite) Day Work	48	64,320.87	69,613.21
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	39	33591.37	43909.49
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	40	34452.65	45035.25
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	41	35312.36	46161.01
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	42	36174.68	47287.82
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	43	37035.44	48412.02
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	44	37898.80	49539.87
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	45	38760.08	50665.63
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	46	36916.79	51791.40
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	47	40481.59	52916.12
E17	Signalpersons Grade 1 39 - 48 Hr Arrangement	48	41342.35	54042.93
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	39	31585.03	41288.09



E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	40	32395.19	42348.65
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	41	33206.90	43406.07
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	42	34015.49	44464.02
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	43	34826.17	45521.97
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	44	35636.32	46582.00
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	45	36443.87	47640.47
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	46	37254.54	48698.94

E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	47	39064.69	49757.41
E26	Signalpersons Grade 2 39 - 48 Hr Arrangement	48	38874.85	50816.40
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	39	29329.85	38340.14
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	40	30081.58	39322.96
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	41	30832.78	40304.75
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	42	31585.03	41288.09
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	43	32340.41	42275.62
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	44	33089.53	43254.27
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	45	33844.91	44243.88
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	46	34592.98	45219.93
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	47	35345.75	46203.27
E27	Signalpersons Grade 3 39 -48 Hr Arrangement	48	36097.48	47187.14
G09	CTC Traffic Executive	39	50097.54	60068.74
G09	CTC Traffic Executive	48	61659.31	73931.07
G48	Probationer Driver 48 Hr Arrangement	48	46654.51	46654.51
G49	Trainee Driver 48 Hr Arrangement	48	45488.58	45488.58

J50	Executive Grade A		41567.19	52504.52
J51	Executive Grade B		51005.24	62006.74
J52	Executive Grade C		55608.98	68506.75
J53	Executive Grade D		59967.01	69915.26
J54	Executive Grade E		61427.69	71338.89
~	Ungraded Executive		43125.42	143650.18
S02	Station Operative Grade 1 39/48 Hour Arrangement	39	33591.37	43909.49
S02	Station Operative Grade 1 39/48 Hour Arrangement	40	34452.65	45035.25
S02	Station Operative Grade 1 39/48 Hour Arrangement	41	35312.36	46161.01
S02	Station Operative Grade 1 39/48 Hour Arrangement	42	36174.68	47287.82

S02	Station Operative Grade 1 39/48 Hour Arrangement	43	37035.44	48412.02
S02	Station Operative Grade 1 39/48 Hour Arrangement	44	37898.80	49539.87
S02	Station Operative Grade 1 39/48 Hour Arrangement	45	38760.08	50665.63
S02	Station Operative Grade 1 39/48 Hour Arrangement	46	39619.79	51791.40
S02	Station Operative Grade 1 39/48 Hour Arrangement	47	40481.59	52916.12
S02	Station Operative Grade 1 39/48 Hour Arrangement	48	41342.35	54042.93
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	39	32375.36	42319.96
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	40	33204.82	43406.07
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	41	34036.36	44489.58
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	42	34865.81	45576.22
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	43	35696.31	46660.25
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	44	36525.77	47745.85
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	45	37356.27	48830.40
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	46	38185.72	49915.99

S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	47	39016.74	51001.07
S04	Station Operative Grade 2 Leading Shunter 39/48 Hour Arrangement	48	39846.72	52086.14
S06	Station Operative Grade 2 39/48 Hour Arrangement	39	31585.03	41288.09
S06	Station Operative Grade 2 39/48 Hour Arrangement	40	32395.19	42348.65
S06	Station Operative Grade 2 39/48 Hour Arrangement	41	33206.90	43406.07
S06	Station Operative Grade 2 39/48 Hour Arrangement	42	34015.49	44464.02
S06	Station Operative Grade 2 39/48 Hour Arrangement	43	34826.17	45521.97
S06	Station Operative Grade 2 39/48 Hour Arrangement	44	35636.32	46582.00
S06	Station Operative Grade 2 39/48 Hour Arrangement	45	36443.87	47640.47
S06	Station Operative Grade 2 39/48 Hour Arrangement	46	37254.54	48698.94
S06	Station Operative Grade 2 39/48 Hour Arrangement	47	38064.69	49757.41
S06	Station Operative Grade 2 39/48 Hour Arrangement	48	38874.85	50816.40
S08	Station Operative Grade 3 39/48 Hour Arrangement	39	29329.85	38340.14
S08	Station Operative Grade 3 39/48 Hour Arrangement	40	30081.58	39322.96

S08	Station Operative Grade 3 39/48 Hour Arrangement	41	30832.78	40304.75
V48	Loco Driver 39/48 Hour Arrangement	39	38691.74	48887.78
V48	Loco Driver 39/48 Hour Arrangement	40	39682.39	50141.88
V48	Loco Driver 39/48 Hour Arrangement	41	40676.17	51394.41
V48	Loco Driver 39/48 Hour Arrangement	42	41661.61	52649.02
V48	Loco Driver 39/48 Hour Arrangement	43	42658.52	53903.63
V48	Loco Driver 39/48 Hour Arrangement	44	43651.26	55156.69
V48	Loco Driver 39/48 Hour Arrangement	45	44642.43	56410.26
V48	Loco Driver 39/48 Hour Arrangement	46	45636.21	57662.27
V48	Loco Driver 39/48 Hour Arrangement	47	46626.86	58916.37
V48	Loco Driver 39/48 Hour Arrangement	48	47619.60	60169.94
Z74	District Traffic Executive 36 / 40 hr contract	36	46243.96	55448.30
Z74	District Traffic Executive 36 / 40 hr contract	40	51382.41	61610.79
Z77	District Traction Executive 36 /40 hr contract	36	50047.45	61656.18
Z77	District Traction Executive 36 /40 hr contract	40	55608.98	68506.75
	Ungraded Executive Rates of Pay		37835.00	133397.00

## 1.7 Locations and Contact Details

### Customer Contact Centre Hours

Please call our Customer Contact Centre on +353 (0)1 8366222.

08:30hrs - 18:00hrs Monday to Friday (Times exclude public holidays).

### Postal Address

Iarnród Éireann HQ, Connolly Station, Amien Street, Dublin 1. D01 V6V6

## 1.8 Links to Agencies/Other Bodies under the Remit of Iarnród Éireann/Irish Rail

### 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 1<sup>st</sup> 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 2016 Iarnród Éireann received €110.7 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-2016.pdf>

### **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 14<sup>th</sup> 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 contact 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-2016.pdf>

### **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 rail 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/>

### **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 (Price Waterhouse 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>

### **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.

**1.9 Service Level Agreements/Memoranda of Understanding**

**COMPANIES ACT 2014**

**DESIGNATED ACTIVITY COMPANY**

**CONSTITUTION**

of

**IARNRÓD ÉIREANN – IRISH RAIL**

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

&

Registered under Part 16 of  
The Companies Act 2014

Incorporated on the 20<sup>th</sup> day of January 1987

Revision 5, 12<sup>th</sup> December 2016

## **CONSTITUTION**

### **OF**

### **IARNRÓD ÉIREANN - IRISH RAIL (THE “COMPANY”)**

#### **MEMORANDUM OF ASSOCIATION**

1. The name of the Company is Iarnród Éireann - 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 Córas Iompair Éireann 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's, 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, 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 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, refuelling points, repair shops, maintenance depots, accommodation, lights, signalling 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, 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 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 dependants 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 Public Expenditure and Reform 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 by law.

4. No addition, 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 Córas Iompair Éireann) 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 Association of the Company, as far as necessary to give effect to any such rights or conditions.

## **ARTICLES OF ASSOCIATION**

### **PRELIMINARY**

1. The provisions of the Act are adopted except for sections 159 and 165 and, in respect of the optional provisions identified in the Act, to the extent that this constitution provides otherwise or states otherwise (expressly or by implication). None of the regulations contained in Table "A" in the First Schedule to the Companies Act, 1963 shall apply to the Company. The following regulations shall apply to the Company.
  
2. (a) In this constitution, unless there be something in the subject matter or context inconsistent therewith:
  - "Act" means the Companies Act 2014, and every enactment which is to be construed as one with that Act;
  
  - "the 1986 Act" means the Transport (Re-organisation of Córas Iompair Éireann) Act, 1986, as amended;
  
  - "the Company" means the above named Company;
  
  - "Córas Iompair Éireann" means the Board established under that name by the Transport Act 1950;
  
  - "directors" means the directors for the time being of the Company or such of those directors as are present at a meeting of the board of directors and includes any person occupying the position of director by whatever name called;
  
  - "dividend" includes bonus;
  
  - "electronic address" means any address or number used for the purposes of sending or receiving documents or information by electronic means;
  
  - "electronic means" means any process or means provided or facilitated by electronic equipment for the processing (including digital compression), storage and transmission of data, employing wires, radio, optical technologies, or any other electromagnetic means;

- "Minister" means the Minister for Transport, Tourism and Sport of Ireland;
  - "Minister for Finance" means the Minister for Finance of Ireland;
  - "Minister for Public Expenditure and Reform" means the Minister for Public Expenditure and Reform of Ireland;
  - "month" means calendar month;
  - "register" means the register of members to be kept pursuant to section 169 of the Act;
  - "registered office" means the registered office for the time being of the Company;
  - "Related Company" has the meaning as set out in section 2(10) of the Act;
  - "seal" means the common seal of the Company;
  - "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.
- (b) Any word or phrase used in this constitution which is not defined above, the definition of which is contained or referred to in the Act, shall be construed as having the meaning that is, at the date on which this constitution becomes binding on the Company, attributed to it in the Act.
- (c) (i) Unless the contrary intention appears, any expression in this constitution referring to writing (or any cognate word)
- (A) shall be construed as including a reference to printing, typewriting, lithography, photography and any other mode of representing or reproducing words in a legible and non-transitory form; and
  - (B) subject to the circumstances in sub-clause (ii) and to the requirements of the Act, shall not include writing in electronic form.

- (ii) The circumstances mentioned in sub-clause (c)(i) (in which writing (and cognate words) includes writing in electronic form) are:
  - (A) Where such is provided for in this constitution; and
  - (B) in the case of a notice, communication, document or information to be given, served or delivered to the Company, where the Company has agreed to receipt of same in electronic form and such notice, communication, document or information is given, served or delivered in such electronic form and manner as may have been specified by the directors from time to time for the giving, serving or delivery of such notices, communications, documents or information in electronic form.
- (d) References in this constitution:
  - (i) to execution of any document shall include any mode of execution, whether under seal or under hand or any mode of electronic signature as may from time to time be approved by the directors;
  - (ii) to a section is to a section of the Act, unless otherwise stated;
  - (iii) to any Act of the Oireachtas is to such Act as may for the time being be in force as amended or adopted by or under any subsequent Act of the Oireachtas;
  - (iv) to the masculine gender only include the feminine gender and vice versa and references to the masculine or feminine gender include, where a person is a body corporate, the neuter gender; and
  - (v) to words importing the singular number only include the plural and vice versa.
- (e) A notice, communication, document or information is given, served or delivered in electronic form if it is given, served or delivered by electronic means including, without limitation, by making such notice, communication, document or information available on a website or by sending such notice, communication, document or information by email.



3. Where a member has provided an electronic address to the Company the member shall be deemed to have given his or her consent to the use by the Company of electronic means in sending notices or other communications, information or documentation (including without limitation, financial statements) to that member. A member may from time to time notify the Company of a change to the electronic address to be used for such member.

## **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 1986 Act.
6. Subject to the provisions of the 1986 Act 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. (a) Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to section 7 of the 1986 Act, the directors are hereby generally and unconditionally authorised to exercise all of the powers of the Company to allot, grant options over or otherwise dispose of shares in the Company within the meaning of section 69 of the Act provided that the directors shall obtain the

prior consent in writing of Córas Iompair Éireann to any such action. The maximum number of shares that may be allotted under the authority hereby conferred shall be the nominal amount of the authorised but unissued shares in the Company from time to time.

(b) Section 69(6) of the Act shall not apply to any allotment of shares.

9. 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.
10. The Company may from time to time by special resolution and with the sanction of the court where necessary, or by summary approval procedure under the Act, 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.
11. 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.
12. 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.
13. 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.

14. The Company may on any issue of shares, pay such brokerage or commissions as may be lawful.
15. 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**

16. Certificates of title to shares shall be issued under the seal of the Company.
17. 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.
18. 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.
19. For every certificate issued under the last preceding regulation there shall be paid to the Company the sum of one euro together with costs of the indemnity and security if any.
20. 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**

21. No shares in the Company shall be transferred save in accordance with section 7 of the 1986 Act.
22. 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.

23. 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 in this constitution 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.
24. 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**

25. 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 regulation is subject always to section 7 of the 1986 Act.

### **GENERAL MEETINGS**

26. An annual general meeting of the Company shall be held once every calendar year (subject to regulation 27) 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 Córas Iompair Éireann convene an extraordinary general meeting of the Company.
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:
- (a) the place, the day and the time of the meeting;
  - (b) the general nature of the business to be transacted;
  - (c) in the case of a proposed special resolution, the text or substance of that proposed special resolution; and
  - (d) with reasonable prominence, a statement that:
    - (i) a member entitled to attend and vote is entitled to appoint a proxy using the form set out in section 184 of the Act or, where that is allowed, one or more proxies to attend, speak and vote instead of him or her;
    - (ii) a proxy need not be a member;
    - (iii) the time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the statement for that purpose.
29. The non-receipt of any notice by any person entitled to receive notice or the accidental omission to give 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 section 186

of the Act or this constitution ought to be transacted at an annual general meeting.

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 191 and section 193 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. Anybody 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,



sections 146(1) and (2) of the Act do 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 Córas Iompair Éireann 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 members of the Company.

#### **DISQUALIFICATION OF DIRECTORS**

49. In addition to the circumstances provided for in section 148(1)(a) and (b) 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 suffers any event equivalent or analogous to bankruptcy, in the State or any other jurisdiction, makes any declaration of insolvency or suspends payment to or makes any compromise with his creditors;
  - (c) if his health is, in the opinion of his co-directors, such that he can no longer be reasonably regarded as possessing an adequate decision making capacity;
  - (d) a declaration of restriction is made in relation to the director and the directors, at any time during the currency of the declaration, resolve that his office be vacated; or

- (e) if he is convicted of an indictable offence (other than an offence under the Road Traffic Acts 1961 to 2016);
- (f) if he is for more than 6 months absent, without the permission of the Minister, from meetings of the directors held during that period;
- (g) if he be removed from office by the Minister;
- (h) if he ceases to be a director by virtue of section 13(1) of the 1986 Act; or
- (i) if, being a member of the Board of Córas Iompair Éireann appointed under the Worker Participation (State Enterprises) Act, 1977, he ceases to be a member of the Board of Córas Iompair Éireann 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 in this constitution 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 this constitution 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 this constitution 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 this constitution 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) subject to the terms of section 20 of the 1986 Act, and regulation 65 to exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property, rights (both present and future, including goodwill) and uncalled capital, or any part thereof, and subject to sections 68, 69, 981 and 982 of the Act, 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 or a Related 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 constitution, 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 the Act, and of section 21 of the 1986 Act, 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 other than the chairman, would be a failure by him to comply with regulation 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. If any such question as aforesaid shall arise in respect of the chairman such question shall be decided by resolution of the directors (for which purpose the chairman shall be counted in the quorum but shall not vote thereon) and such resolution shall be final and where such question is so determined, particulars of the determination shall be recorded in the minutes of the meeting.
55. A director of the Company may be or become a director of any company promoted by the Company, or in which it or a Related Company 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 or a Related 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**

56. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Subject to section 21(1) of the 1986 Act:
- (a) questions arising at any meeting of directors shall be determined by a majority of votes of the directors present, every director having one vote; and
- (b) 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.
57. If at any meeting of the directors 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 of any meeting of the directors shall not invalidate any act done by the directors at such meeting.
58. 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.

59. The directors may delegate any of their powers (including powers of sub-delegation) to committees consisting of such person or persons as they think fit to appoint and may revoke any such delegation or appointment.
60. All such committees shall be deemed to be established under section 160(9) of the Act. The omission to elect a chairman of any meeting of any such committee shall not invalidate any act done at any such meeting. All such 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.
61. The Company shall cause minutes to be entered in books kept for that purpose of:
  - (a) all appointments of officers made by its directors;
  - (b) the names of the directors present at each meeting of its directors and of any committee of the directors;
  - (c) all resolutions and proceedings at all meetings of its directors and of committees of directors.
62. 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.
63. 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**

64. 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 regulations 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**

65. Subject to regulation 51, the borrowing powers of the Company shall be exercised in accordance with the terms of section 20 of the 1986 Act.
66. Subject to regulation 65, the Company may borrow money from Córas Iompair Éireann 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.
67. The Company may, with the prior consent of Córas Iompair Éireann 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.
68. 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.
69. Subject to section 20 of the 1986 Act, the Company shall have power to mortgage or charge its undertaking, property, rights (both present and future, including goodwill) and uncalled capital or any part thereof, and subject to sections 68, 69, 981 and 982 of the

Act 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.

70. Any debentures, bonds or other securities created pursuant to regulation 69 shall be under the control of the directors who may, subject to sections 68, 39, 981 and 982 of the Act, 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.
71. 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**

72. No dividends shall be paid otherwise than in accordance with the provisions of Chapter 7 of Part 3 of the Act.
73. The Company in general meeting may declare dividends but no larger dividend shall be declared than is recommended by the directors.
74. 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.
75. 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.
76. 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.

77. 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.
78. No dividend shall bear interest against the Company.
79. 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.
80. The Company may remit any dividend by cheque, dividend warrant, or money order.
81. 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.
82. 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**

83. The Company shall keep or cause to be kept accounting records in accordance with Chapter 2 of Part 6 of the Act and in compliance with section 19 of the 1986 Act.
84. 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 financial statements and accounting records of the Company or any of them shall be open to the inspection of its members, not being directors of the Company and no member (not being a director) shall have any right of inspecting any financial statement or accounting record of the



Company, except:

- (a) as conferred by statute or by the Company's constitution; or
- (b) authorised by the directors under this regulation 84 or by the Company in general meeting.

The register of members shall be open for inspection to any member or other person entitled to inspect the same.

- 85. 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 1986 Act 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 the Company's accounts duly audited by the auditors of the Company together with a copy of the auditors' report.
- 86. 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' report referred to in Chapter 9 of Part 6 of the Act shall include a statement of the amount (if any) which the directors propose to carry to reserve.
- 87. 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.
- 88. The Company shall furnish to Córas Iompair Éireann for transmission to the Minister such information, accounts, statistics and returns as the Minister may from time to time require.
- 89. 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**

90. 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 Córas Iompair Éireann, given with the consent of the Minister. In accordance with section 11(2A) of the 1986 Act (as inserted by section 113(1) of the Dublin Transport Authority Act 2008), sections 380(4), 381, 382, 383(1), (2) and (3), 384(1) and (3), 385, 394 and 400(7) of the Act do not apply to the appointment or removal.

## **STAFF**

91. (a) The Company shall within a period specified by Córas 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 Public Expenditure and Reform, thinks fit.

## **INDEMNITY**

92. 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 sections 233 or 234 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 regulation shall only have effect insofar as its provisions are not avoided by section 235 of the Act.

## **SEAL**

93. The directors shall provide a seal or seals for the Company referred to in section 43 of the Act and they shall have power from time to time to destroy the same and substitute a new seal or seals in lieu thereof.
94. Section 43(2) and (3) of the Act shall not apply to the Company. The directors shall provide the safe custody of the 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. Every instrument to which the 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, save that, if there be a registered person in relation to the Company under section 39 of the Act, the Company's seal may be used by such person and any instrument to which the Company's seal shall be affixed when it is used by the registered person shall be signed by that person and counter-signed by the secretary or a director or by some other person appointed by the directors for the purpose. 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**

95. 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 Company, or by some person duly authorised by the Company 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 Company execute an undertaking, in such form as the Company 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 regulation, "Company" shall include all subsidiary and associated undertakings 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.

96. 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**

97. Subject to the Act, and except where otherwise expressly provided in this constitution, any notice, communication, document or information to be given, served or delivered to or on the Company pursuant to this constitution shall be in writing on paper, or, subject to regulation 98, in electronic form.
98. Subject to the Act and except where otherwise expressly provided in this constitution, a notice, communication, document or information may be given, served or delivered to or on the Company in electronic form only if this is done in such form and manner as may have been specified by the directors from time to time for the giving, service or delivery of notices, communications, documents or information in electronic form. The directors may prescribe such procedures as they think fit for verifying the authenticity or integrity of any such notice, communication, document or information given, served or delivered to or on the Company in electronic form.
99. Subject to the Act, and except where otherwise expressly provided in this constitution, any notice, communication, document or information to be given, served or delivered by the Company pursuant to this constitution shall be in writing on paper or in electronic form.

100.

- (a) Subject to the Act and except where otherwise expressly provided in this constitution, any notice, communication, document or information to be given, served or delivered in pursuance of this constitution may be given to, served on or delivered to any member by the Company:
- (i) by handing same to him or to his authorised agent;
  - (ii) by leaving the same at his registered address;
  - (iii) by sending the same by the post or other delivery service in a pre-paid cover addressed to him at his registered address; or
  - (iv) by sending the notice, communication, document (other than a share certificate) or the information in electronic form to such electronic address as may from time to time be provided by the member in accordance with sub- clause (e) or by making it available on a website (provided that the Company sends to the member, by any of the means at (i) to (iii) above or by electronic means to such electronic address, notification complying with the immediately preceding regulation of the fact that the notice, communication, document or information has been placed on the website).
- (b) Where a notice, communication, document or information is given, served or delivered pursuant to sub-clause (a)(i) or (ii), the giving, service or delivery thereof shall be deemed to have been effected at the time the same was handed to the member or his authorised agent, or left at his registered address (as the case may be).
- (c) Where a notice, communication, document or information is given, served or delivered pursuant to sub-paragraph (a)(iii), the giving, service or delivery thereof shall be deemed to have been effected at the expiration of 24 hours after the cover containing it in paper form was posted or given to delivery agents (as the case may be). In proving such giving, service or delivery, it shall be sufficient to prove that such cover was properly addressed, pre-paid and posted or given to delivery agents.

- (d) Where a notice, communication, document or information is given, served or delivered pursuant to sub-clause (a)(iv), the giving, service or delivery thereof shall be deemed to have been effected:
- (i) if sent in electronic form to an electronic address, at the expiration of 12 hours after the time it was sent; or
  - (ii) if made available on a website, at the time that the notification referred to in parenthesis in sub-clause (a)(iv) is deemed to be given, served or delivered in accordance with sub-clause (b), (c) or (d)(i), as the case may be.
- (e) Where any member has furnished his or her electronic address to the secretary, the delivery to him of any notice, communication, document or information by electronic mail (whether contained in the body of the electronic mail message or as an attachment to it) shall be deemed good delivery on the terms set out in sub-clause (d) above.
- (f) If the Company receives a delivery failure notification following the sending of a notice, communication, document or other information in electronic form to an electronic address in accordance with sub-clause (a)(iv), the Company shall give, serve or deliver the notice, communication, document or information on paper or in electronic form (but not by electronic means) to the member either personally or by post or other delivery service addressed to the member at his registered address or (as applicable) by leaving it at that address. This shall not affect when the notice, document or information was deemed to be received in accordance with sub-paragraph (d).
101. Every person who, by operation of law, transfer or other means, shall become entitled to any share shall be bound by every notice or other document which, prior to his name and address being entered on the register in respect of such share, shall have been given to any person in whose name the share shall have been previously registered.
102. Any notice, communication, document or information given, served or delivered to a member in accordance with regulation 100 shall, notwithstanding that such member be then deceased and whether or not the Company has notice of his death, shall be deemed to have been duly given, served or delivered in respect of any shares, whether held solely or jointly with other persons by such member, until some other person or persons be registered in his place as the holder or joint holders of such shares, and such

delivery or service shall for all purposes of this constitution be deemed a sufficient service or delivery of such notice, communication, document or information on his executors or administrators, and all persons (if any) jointly interested with him in any such share or otherwise entitled to such share.

103. All notices directed to be given to the members shall, with respect to any share to which person 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.

104. The signature to any notice to be given by the Company may be written or printed.

### **PUBLICATION ON WEBSITE**

105. A notification to a member of the publication of a notice, communication, document or information on a website as permitted by this constitution shall state:

- (a) the fact of the publication of the notice, communication, document or information on a website;
- (b) the address of that website and, where necessary, the place on that website where the notice, communication, document or information may be accessed and how it may be accessed; and
- (c) in the case of a notice of a general meeting of members or of a class of members:
  - (i) that it concerns a notice of a meeting served in accordance with this constitution or by order of a court, as the case may be;
  - (ii) the place, date and time of the meeting; and
  - (iii) whether the meeting is to be an annual general meeting or an extraordinary general meeting; and
- (d) the address of any other website (if such is the case) where procedures as to voting are stated or facilitated.

106. The notice, communication, document or information referred to in regulation 105 shall be published on that website, in the case of a notice of meeting, throughout the period beginning with the giving of that notification and ending with the conclusion of the meeting, and in any other case the notice, communication, document or information shall be published on the website for a period of not less than 21 days from the giving of the notification except that, in the case of the documents referred to in section 338(2) of the Act, the documents are published on the website until the conclusion of the relevant meeting.
107. Nothing in regulations 105 or 106 shall invalidate the proceedings of a meeting where:
- (a) any notice that is required to be published as mentioned in regulation 106 is published for a part, but not all, of the period mentioned in that regulation; and
  - (b) the failure to publish that notice throughout that period is attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid, including, without limitation, system, telecommunications or power outages.

### **WINDING-UP**

108. A resolution for the voluntary winding up of the Company shall not be adopted unless resolutions have been passed by each House of the Oireachtas consenting to such winding up.
109. 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.
110. In case of a sale by the liquidator under section 601 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.

111. 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**

112. No alteration or amendment shall be made to these regulations save in accordance with the provisions of the 1986 Act.



## 1.10 Customer Charter

### Passenger Charter - Know your Rights

Iarnród Éireann Irish Rail has developed its own Customer Charter, which sets out the levels and standards of service you are entitled to expect as a customer of Iarnród Éireann Irish Rail. The Customer Charter deals with issues such as performance and quality standards, customer information, ticket refunds, compensation payments, and complaints procedures.

In addition to Iarnród Éireann's Customer Charter rail passenger rights are now protected by EC Regulation 1371/2007. The Regulation provides a range of measures to protect rail passengers and their belongings when travelling by train within the European Union. In Ireland, this is regulated by the National Transport Authority. Details on these rights, as well as appeals procedures for complaints relating to these rights, are available on the [NTA website](http://www.nta.ie).

<http://www.irishrail.ie/travel-information/passenger-charter-know-your-rights>

## 1.11 Codes of Practice/Guidelines

### Code of Conduct:

In July 2002 the CIÉ Board gave its approval for Code of Business conduct 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 conduct are:

- Integrity
- Confidentiality of Information
- Legality
- Disclosure of interest

Loyalty  
Fairness  
Consideration for Work/External Environment

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

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

### **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.

### **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- + 8 kms away	10 hours + 8kms away	
<b>€7.02 per day</b>	<b>€19.24 per day</b>	
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
<b>€39.59</b>	<b>€36.21</b>	<b>€20.37</b>

### **Travel & Subsistence Allowances**

Applicable to:

Graded- Iarnród Éireann Executives 1-8 inclusive

Ungraded up to Salary of €75,402 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.

### **Environmental Policy**

Public Transport by its nature is a sustainable mode of transport and compared to private car use creates significantly lower levels of greenhouse 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>

### **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>

## 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>

## 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=qrhugqy](http://www.irishrail.ie/media/reduceddapolicybookletjuly20121_1.pdf?v=qrhugqy)

## Data Protection Policy

Iarnród Éireann is subject to the **Data Protection Acts 1988, 2003 & 2018**. Iarnród Éireann has a suite of data protection policies which outline the guidelines regarding all data and how it is handled and retained in the various departments within Iarnród Éireann.

## 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>



## 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.

## 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/>

## 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 14<sup>th</sup> 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>

## Part 2

### Services Provided to the Public

#### 2.1 List of Services

##### InterCity

Intercity services run between Ireland's major cities and towns. Dublin Heuston and Dublin Connolly are linked by the [LUAS Red Line](#) / [Dublin Bus No. 90 services](#). Dublin Bus operates a frequent [747 service](#) from Dublin Heuston to Dublin Airport.

##### Dublin Heuston - Cork Services

**Train:** Mark IV & ICR Fleet

##### First Class Features:

- Onboard Wifi
- Ergonomic electronically adjustable seats
- Power points
- Overhead lighting

##### In Seat catering available:

When selecting a train on the journey planner select "i" icon. This will provide you with the catering information relevant to that service.

##### Standard Class Features:

- Onboard Wifi
- Electronic audio & visual passenger information systems
- Electronic seat reservation displays
- CCTV
- Air conditioning

## **Dublin Connolly - Belfast Services**

**Train:** De Dietrich (Enterprise)

### **First Plus Features:**

- Spacious lumbar support fully adjustable seats
- Power points
- “In seat” audio
- Adjustable blinds
- Overhead and table lamp lighting

### **In seat catering available:**

On all Dublin Connolly – Belfast services

## **Dublin – Cork/ Galway/ Limerick/ Rosslare/ Tralee/ Sligo/ Waterford/ & Westport Services**

**Train:** ICR Fleet

### **Standard Class Features**

- Onboard Wifi
- Power points
- Electronic audio & visual passenger information systems
- Electronic seat reservation displays
- CCTV
- Air conditioning

### **Reservations:**

It is recommended that you make a reservation prior to travel online or via our Customer Information Centre.

**Phone:** [01 836 6222](tel:018366222) (outside of Ireland +353 1 8366222)

**Opening Hours:** Monday to Friday 09.00-17.00

Passenger journey's originating from Northern Ireland must contact Translink on 0044 2890 66 66 30 Monday to Friday 09:00-17:00 to book.

## DART & Commuter

In Dublin, the electric rail system called the DART (Dublin Area Rapid Transit) is a quick and easy way to get around Dublin. It runs along the coast of the Irish Sea from Malahide or Howth in north County Dublin southwards as far as Greystones, Co Wicklow.

### DART Services

**Train:** EMU (Electric Multiple Unit)

The DART allows you to discover many of the sights and attractions Dublin has to offer from sandy beaches, parks, theatres, harbour villages, museums and much more.

There is a range of DART tickets and fares that offer customer great value.

DART services operate every 15 minutes all day. DART timetable can be found in the printed time table section or by entering your journey details above and click GO.

All DART services are operated by Iarnród Éireann Electric Multiple Unit (EMU) Fleet.

### Commuter Services

Travelling by train in Ireland is a relaxing and hassle free way of getting around between the main cities and towns. Commuter service timetables can be found in the printed time table section or by entering your journey details above and click GO.

**Train:** ICR and DMU (Diesel Multiple Unit)

- **Dublin Northern Commuter** service extends from Dublin's Pearse Station via Dublin Connolly Station to Dundalk.
- **Dublin Portlaoise Commuter** service extends west from Dublin's Heuston Station to stations as far to Portlaoise, including Kildare/Heuston services, and Newbridge/Hazelhatch to Grand Canal Dock services.
- **Dublin Longford Commuter** service extends from Dublin's Pearse Station via Dublin's Connolly Station to Longford.
- **Dublin Dunboyne / M3 Parkway** services extends from Dublin's Dockland/ Connolly Station via Clonsilla to Dunboyne/ M3 Parkway.
- **Dublin Southern Commuter** service operates from Dublin's Connolly Station to Gorey Station.
- **Mallow – Cork – Cobh – Midleton Commuter** services extends from Mallow to Cork, Cork to Cobh or Midleton.

## Catering

Iarnród Éireann provides [Corporate Catering](#) services on-board many of its services offering you a wide range of options, which gives you good quality food and value for money.

Depending on the time, route and day the catering offering will vary, please check in advance of travelling by consulting the [Timetable](#) or at your local station.

### [Corporate Catering](#) - Enterprise Dublin Connolly/Belfast route

#### Enterprise Plus

Travel Enterprise Plus and find yourself with space to stretch out, think, work, catch up on the day's headlines or simply relax.

From Monday to Sunday, we will “meet and greet” you as you board your train and show you to your seat where you will be offered a complimentary selection of juices and the daily newspaper. You can choose from our carefully selected and extensive ‘Enterprise Plus Menu’ which will be delivered to your seat and includes complimentary tea or coffee refills. A selection of soft drinks, wines, beer and spirits are available on all services.

#### [Enterprise Plus menu](#)

#### Nothing standard about standard class

Our trolley is packed with deep filled freshly made sandwiches, mouth-watering butter pastries, moist lemon slices, rich homemade fruit slices, luxurious muffins, sweet treats and savoury snacks complimented with fine wines and hot and cold drinks. Light snacks and beverages are also on offer from the bar which is situated between the 1st Plus and Enterprise Class carriages. [Enterprise Dinning menu](#)

#### Iarnród Éireann Freight

Whether by rail or road, Iarnród Éireann Freight will get you there.

Iarnród Éireann Freight is a separate division of Iarnród Éireann. We provide a comprehensive range of rail freight services for the Bulk Freight, Intermodal and Freight Forwarding markets. The Green Link in your Supply Chain

Did you know that Iarnród Éireann Freight customers are making big savings on their carbon emissions by utilising rail in their supply chain? There are many environmental and social benefits to be gained from utilising rail to transport goods.

Rail produces 76% less CO2 than road per tonne carried and uses less than half the fuel as road per tonne km. Therefore rail can play a valuable role in our efforts to cut carbon emissions. Rail has proven critical to supply chain optimisation. Contact today on

- E-Mail: [IEFreight@irishrail.ie](mailto:IEFreight@irishrail.ie)
- Telephone: 1850 767676 (from outside of Ireland +353 (0) 1 703 4867)



Iarnród Éireann Freight have three business units, each of which is focussed on servicing the needs of a particular market with its own distinct customers and operating procedures. The business units are responsible for all their own activities and are supported by centrally managed support functions. The different units are:

### **Bulk Freight**

Iarnród Éireann's Bulk Freight business specialises in the movement of products in full train loads.

Many of our customers' products are transported in specialised wagons in strict compliance with the highest safety and legislative standards.

We can operate trains with an achievable payload of up to 600 tonnes. Some of the products currently transported include mineral ores and pulpwood.

In some cases, the rail infrastructure has been provided to enable the operation of trains directly from the customer's production facility to a Port or rail connected site.

**For Further Information:**

- E-Mail: [IEFreight@irishrail.ie](mailto:IEFreight@irishrail.ie)
- Telephone: 1850 767676 (from outside of Ireland +353 (0) 1 703 4867)

**Intermodal**

Our Intermodal business specialises in the transport of ISO containers or tanks in full trainloads.

The maximum train size permitted on the network is 42 TEU's between Dublin and Cork and 36 TEU's on all other routes.

The lines between Ballina and Dublin Port and Ballina and Waterford Port are cleared to carry 9'6" high cube containers on standard floor wagons, thus allowing a dramatic increase in possible payloads on trains.

The ability to use these wagons further increases both the flexibility and the viability of using rail and now makes it possible to save nearly 9,000 road journeys per year. The company is now checking what works would need to be undertaken on the route between Portarlington and Cork to allow similar payload improvements.

A new rail spur was recently opened in Dublin Port which also significantly improves the competitiveness of Intermodal traffic to/from the port.

**For Further Information:**

- E-Mail: [IEFreight@irishrail.ie](mailto:IEFreight@irishrail.ie)
- Telephone: 1850 767676 (from outside of Ireland +353 (0) 1 703 4867)



## Navigator

Navigator is the international freight forwarding division of Iarnród Éireann Freight. It was established in 1983 to provide a comprehensive logistics solution to companies involved in the Automotive Sector.

It is the market leader in provision of services for Vehicle off the Road (V.O.R.) and Daily Stock Order from U.K. to Ireland.

### For Further Information:

- E-Mail: [ENavigator@irishrail.ie](mailto:ENavigator@irishrail.ie)
- Telephone: +353 (0)1 703 4659

Rosslare Europort

<http://www.rosslare.ie/home/>

## 2.2 Accessing Services

### Accessibility

Iarnród Éireann endeavors to assist all customers with mobility impairments to travel on our rail services. The more information we have about the assistance you require, the better we will be able to assist you.

[Guide for Rail Passengers with Disabilities 2015 \(1MB\)](#)

### Planning Your Journey

If possible, please let us know in advance of your travel plans so that arrangements can be made for you to have as comfortable a journey as possible. If it is not possible to [contact us](#), we will do our utmost to provide assistance.

Similar arrangements can also be made at your destination station and at an intermediate station if you need to change trains.

We are better able to assist you if you [contact us](#) as far in advance as possible, but try to give at least 24-hours' notice of your journey. You can contact us by emailing [access@irishrail.ie](mailto:access@irishrail.ie) or calling +353 1 8366 222 (Monday - Friday 08:30-18:00hrs excluding public holidays)

When contacting your [local station](#) or the accessibility office, please give the following details:

- Date of travel and departure time of the train.
- Departure and Destination station and any intermediate stations where a change of train is necessary.
- Nature of disability and assistance required.
- Means of transport to and from departure and arrival stations e.g. taxi, private car and whether someone is meeting you at your destination.
- Whether you will be travelling alone or with a companion.
- Whether assistance will be required at both the departure and arrival stations (including changeover stations if applicable) and if so how staff will be able to identify you.
- Any other details to assist railway staff or which you wish to clarify.

If you need to cancel a journey for which special arrangements have been made, please let us know so that staff can be made available to assist others.

## **Stations**

Since 2000, all new railway stations have generally been designed and constructed in accordance with accessibility standards/best international practice.

An accessibility refurbishment programme to make the existing railway stations accessible is underway on a railway line by railway line basis. For more information about accessibility at our stations, [click here](#).

## **Staffing**

Many of our stations have reduced staffing (meaning there is only one member staff on duty or staff who can assist, and will have other duties) or stations may be unstaffed.

When you book your assistance, our Customer Information Team will advise you of the most suitable stations to use, according to your needs.

## **Car Parking**

All our station car parks have designated car parking spaces for European Parking Card holders. They are provided at a convenient location on a concrete or tarmac surface, with dropped kerbs and non-slip pavements where appropriate.

## **Wheelchairs & Powered Scooters**

There are a limited number of wheelchair accessible spaces on each train, it is important therefore that you book your space in advance.

Because scooters come in a wide variety of shapes and sizes, many have problems on trains, being unable to manoeuvre safely inside a carriage.

These problems mean that trains cannot carry some scooters, if you are a scooter-user who wants to travel by rail, you should contact the station to ensure your scooter can be accommodated.

## **Ramps**

Our staff will use ramps to help you on or off our trains if required, 24 hours advance notice needs to be given to ensure staff can be redeployed to assist you on or off our services.

At some stations there is a gap between the platform and the carriages which may create difficulty for people who are visually impaired or have mobility impairments and assistance may be required when boarding or alighting from the train.

## **Seats on Trains**

Iarnród Éireann undertakes to make every reasonable effort to ensure that disabled passengers can obtain a seat on a train. Seats may be booked on line on [www.irishrail.ie](http://www.irishrail.ie). Usually, this will be a designated Priority Seat.

## **Assistance Dogs**

Guide/Assistance dogs are welcome on all Iarnród Éireann services and train stations.

## **Complaint under Disability Act**

If you wish to register a complaint under the 2005 Disability Act please contact [access@irishrail.ie](mailto:access@irishrail.ie)

To view the **2005 Disability Act** please [click here](#).

## **2.3 Cost of Accessing Services**

### Fares Information

Book online in advance to avail of [our lowest web fares](#). The best way to find the lowest Intercity fare is to use the Journey Planner above. Just enter your travel requirements into the 'From' and 'To' fields, select your date(s) of travel and click 'Go'.

We have a fare and ticket for every occasion. However, currently it is not possible to show every combination of stations but we have provided links below to a selection of our most popular;

<http://www.irishrail.ie/fares-and-tickets/fares-info>

## **2.4 Administration of Services**

Details of the administrative structures in place to ensure the efficient delivery of our services are provided in Part 1.

## 2.5 Review/Appeal Rights Relating to Services

### Passenger Charter - Know your Rights

Iarnród Éireann Irish Rail has developed its own Customer Charter, which sets out the levels and standards of service you are entitled to expect as a customer of Iarnród Éireann Irish Rail. The Customer Charter deals with issues such as performance and quality standards, customer information, ticket refunds, compensation payments, and complaints procedures.

In addition to Iarnród Éireann's Customer Charter rail passenger rights are now protected by EC Regulation 1371/2007 . The Regulation provides a range of measures to protect rail passengers and their belongings when travelling by train within the European Union. In Ireland, this is regulated by the National Transport Authority. Details on these rights, as well as appeals procedures for complaints relating to these rights, are available on the NTA website.

Please select one of the following options below

[Irish domestic rail travel](#)

[International rail travel](#) (e.g. Dublin–Belfast rail services)

### Cross Border Rights

#### Your Rights when travelling cross border and how we can help

When making a cross border journey by rail, your rights are outlined under the Enterprise charter. The recent introduction of Passenger rights regulations for international rail travel, Regulation (EC) No 1371/2007 of the European Parliament, also outlines specific rights for international rail customers, amongst these are the following rights:

#### Information

We will make every reasonable effort to inform you of fares, train services and special offers. We will make special efforts to keep you informed of any delays which may occur.

#### Sales channels

Tickets are available from staffed stations, from ticket machines, via the internet and also from travel agents.

### **If your train arrives late at your destination**

After 60 minutes delay, you may be entitled to compensation of 25% of the fare you paid for the one-way journey, after 120 minutes 50% of the fare you paid for the one-way journey. We will pay compensation only if it is at least the equivalent of €4.

**Cancellation of your train, delay before you started your journey or during it** - If your train is cancelled or 60 minutes or more late, then we offer you the choice between the following options:

- you may abandon your journey before starting it and receive a full refund of your fare
- you may discontinue a journey you have already started and receive a refund for the part of the journey not made
- if the journey you began has become pointless, you may return immediately to the starting point of your journey by train and receive a full refund of the fare

### **Missing the last connection of the day**

If you are not able to reach your final rail destination the same day because you missed a connection, you may be entitled to compensation for the reasonable costs of hotel accommodation and of notifying relatives or other persons expecting you. This only applies if the cause of the delay was within the control of the railway.

### **Assistance**

If a delay is expected to be more than 60 minutes, we will take all reasonable and proportionate action to make the delay more tolerable, for example, by giving out refreshments free of charge.

**Assistance for persons with restricted mobility** - We will assist you in the station and boarding the train. You should provide at least 24 hours' notice of your intended journey to us on 01 8366222. We will also arrange for you to be assisted en route and at your destination station. In the event of severe delay, we will give special attention to your needs.

### **Liability for personal injury**

Provided the event which caused the death or injury was within the control of the railway, you are entitled to compensation. An advance payment up to the equivalent of €21,000 may be paid; any advance payment will be taken into account in the final settlement.

## Claims

As a rule, claims should be made to the railway ticket office which issued your ticket; otherwise they may be made to our central customer services department. You may also hand in your claim to any of the railways shown on your ticket. Special rules apply to personal injury, however.

**Sources** - Your rights are based on the Uniform Rules concerning the Contract of International Carriage of Passengers by Rail (CIV), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations, the General Conditions of Carriage CIV/PRR and our Special Conditions of Carriage.

If you have been issued with a Fixed Payment Notice and you wish to appeal the decision, you can do so via email to [RPU@irishrail.ie](mailto:RPU@irishrail.ie) or in writing to the Revenue Protection Unit, Connolly Station, Amiens Street, Dublin 1 within 21 days from the date of issue of the Fixed Payment Notice.

## 2.6 Research Projects Regarding Services

### Iarnród Éireann Strategy

In order to find out more about Iarnród Éireann's objectives and strategies, we have documented an overview to help you. For information on:

- [Iarnród Éireann Vision](#)
- [Iarnród Éireann Mission](#)
- [Iarnród Éireann Values](#)
- [Iarnród Éireann Objectives](#)
- [Iarnród Éireann Strategy Initiatives](#)

### Iarnród Éireann Mission

- Delivering transport services that continually meet Our Customers' requirements and help drive Ireland's economic development.

## Iarnród Éireann Vision

- Building a better future together by Improving our services & Growing our business.

## Iarnród Éireann our Beliefs and Values

- **Always Safe:** As a railway operator, Safety is our number one priority. We commit to providing a safe railway environment for our customers and our people.
- **Customers At The Heart Of The Business:** Our customers are central to everything that we do and our objective is to provide them with the best possible service at all times.
- **Valuing Our People:** At Iarnród Éireann we want our people to enjoy coming to work every day and ensure that they are fulfilled in their current roles and have the support and tools to grow their career. We do this through providing opportunity, training, development programmes, support and equality programmes for all colleagues which values their contribution throughout the organisation.
- **Iarnród Éireann One Team:** There are over 3,800 employees at Iarnród Éireann who work in diverse roles but to a common goal: to provide a great service for our customers. The roles may be varied and geographically distant, but we all work together as one team.
- **Proud of Our Past – Passionate about Our Future:** We are proud of our rich railway heritage, including beautiful architecture and a rich history of which we are custodians for future generations. We also have many families that have worked for generations on the railway. We are also a forward looking company that is passionate about developing our services, network and infrastructure to meet the expanding needs of our customers.

## Iarnród Éireann 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.



## **Iarnród Éireann Strategy Initiatives**

- Strengthen our safety culture through leadership, improved processes, and investment in our assets.
- Making it easy for customers and stake holders to engage and do business with us.
- Secure the funding needed to underpin delivery of our corporate objectives.
- Providing high quality products and services.
- Empowering our people to meet organisation and personal development goals.

## Part 3

### Decision Making Process for Major Policy Proposals

#### 3.1 Major Policy Proposals

Published: 15th November 2014

The Department of Transport, Tourism and Sport recently published the draft [Strategic Framework for Investment in Land Transport](#) – a framework designed to guide key land transport investment decisions across rail and road with both a five-year focus and a longer-term outlook.

The Framework identifies that both the road and rail network are underfunded for “steady state” requirements, that is what is required to maintain them at their current extent and standard. It assesses a range of options to address this including increased efficiency of spending, reducing the size of networks, reducing the performance of networks, and increased Exchequer funding or alternative sources of funding.

Central to this, it outlines the need for a new rail policy, stating that such a policy should:

“...address key questions such as:

- What is the future envisaged role of rail transport in Ireland?
- What extent of the rail network is it appropriate to retain?

The latter issue should include regard to the total level of transport funding likely to be available in the medium to longer term, the transport needs uniquely addressed by the rail network, now and in the future, and other wider policy considerations (including sustainable development).”As part of the public consultation to finalise the draft Framework, we in Iarnród Éireann have submitted our views. In summary, these are:

- Iarnród Éireann welcomes the recommendation that a new Rail Policy be developed as a priority. An explicit national policy which recognises rail as a valuable national asset, and identifies the priorities, costs and benefits for the future role and development of rail services in Ireland – aligned with economic, spatial planning, social and sustainability policies – would be a welcome development, helping to maximise rail’s economic contribution.

- Rail as a mode of transport is uniquely placed to support existing Irish and European policies relating to sustainability of transport and environmental policies and targets such as reducing emissions across passenger and freight transport.
- Rail also supports other Irish and European policies outlined in the framework, including safety; social inclusion; sustainable regional development; population health; as well as general economic benefits and supporting tourism.
- While the Framework references these policies, its conclusions could be interpreted as being disconnected from them, pointing to a doubling-down on car dependency nationally. The acknowledgement that past policies have failed in moving Irish land transport away from car dependency is partnered with a priority of “maximising the value of the road network”.
- There is an overwhelming focus on existing funding costs and national demand levels for rail, with only a brief acknowledgement of benefits and how past policy failings have facilitated continued car dependency. Future policy should support and develop the role of railways in meeting economic and other policy goals, and generate economic benefit for the State. No reference is made towards rail’s high market share on key corridors and how this might inform future policy, particularly land use and spatial planning.
- Similarly, there is a divergence between both existing and proposed funding levels for rail transport in Ireland and typical Western European funding levels, including from those countries identified as having infrastructure which yields economic advantage. This runs counter to European policy on the development of Trans European Networks and the Shift2Rail objectives. Rail accounts for almost 40% of land transport investment on average in Western Europe, compared to 18% in Ireland.
- The focus on addressing urban congestion is welcome. However, past transport planning errors should be avoided. Deferring a large scale project such as DART Underground, which would facilitate large scale modal shift to public transport while generating a strong economic return, may represent a false economy. This would have negative consequences for sustainable land-use and economic development and future socio economic benefits.

Despite our current funding challenges, we remain ambitious for the future of Iarnród Éireann, and as the Framework is finalised and on an ongoing basis, we will continue to make the case for the potential role for rail in meeting the transport needs of the country, for the benefit of the economy, environment and the communities we serve.

## **Investment in Iarnród Éireann**

Iarnród Éireann is planning for the medium to long term development of the railway.

This section outlines future developments of the railway. Iarnród Éireann is continuing to invest in our rail network and services. Investment in recent years has delivered major benefits, including:

- Renewed infrastructure, including track, signalling, and other infrastructure
- New Intercity, Commuter and DART fleet
- New stations, and upgraded existing stations, including improved accessibility
- New rail lines, including Cork-Midleton, Ennis-Athenry, Clonsilla-M3 Parkway

Further investment is planned to continue the development of the rail network. However, some major projects have been deferred due to reduction in capital expenditure, which are indicated below.

For further details on outstanding individual Iarnród Éireann projects under the investment programme, please click on the relevant links below:

### **Kildare Route Project Phase 2**

The overall objective of the project is to facilitate increased capacity and frequency between the new DART Underground station at Inchicore and Hazelhatch/Celbridge station.

**PROJECT DEFERRED**

### **Navan Railway Line**

This project would see extend the existing line from M3 Parkway station to Navan. The proposed extension will consist of 34 km of railway line. **PROJECT DEFERRED**

### **National & Commuter Fleet Investment**

The InterCity Railcar fleet has transformed quality, comfort and frequency levels right across the national rail network. Please click here for a full schedule of our fleet renewal plan.

### **City Centre Resignalling**

This project will meet the ever increasing demand for rail transport by increasing the capacity and frequency of trains through Dublin City Centre.

### **Reilly's Level Crossing - Complete**

The purpose of the upgrade is to allow the construction of a grade separated crossing, involving the construction of an overbridge adjacent to Reilly's Bridge on the Ratoath Road.

**This is now complete.**

### **Rail Vision 2030**

Iarnród Éireann is planning for the medium to long term development of the railway. This report outlines future development of the railway.

### **Centralised Traffic Control Centre**

Planning for the replacement of the existing Iarnród Éireann Centralised Traffic Control Centre is now underway due to capacity restraints with the existing facility and the technological age of existing IT systems.

## **3.2 Expenditure Reviews and Policy Assessments**

### **Funding**

The management and operation of the rail network by Iarnród Éireann is divided into two separate business units:

- a) Railway Undertaking – operation of rail services under contract with the NTA funded by PSO and fare revenue
- b) Infrastructure Manager – maintenance and enhancement of the rail track and stations under contract with the Department of Transport Tourism & Sport (the Multi-annual Contract i.e. the “MAC”) funded by grant from Department and Track & Station Access Charges.

Table 1 below contains the various components of this financial envelope for the review period 2016-2021.

Table 1: Current and Capital Funding Estimates 2016 – 2021

	2016	2017	2018	2019	2020	2021
<b>Dept. - MAC Total</b>	126.00	130.17	160.00	160.00	160.00	160.00
<b>NTA - PSO</b>	110.64	110.64	110.64	110.64	110.64	110.64
<b>Dept. &amp; NTA - Capital Enhancement Total</b>	26.00	11.00	41.00	32.00	31.00	33.00

The funding gap will be reduced by a minimum of €16.8m should the option to close these four routes/line segments be considered. Costs which are shared with other routes are not assumed as saveable nor are any central costs included in the above projections.

Exchequer Funding Implementing the route/line segment closures and the increased FTS funding would reduce the funding gap. The details are illustrated below:

The reduction in the network proposed as a median solution only contributes a small amount to bridging the funding gap. The Ennis to Athenry section of rail line should only be considered for closure after a full review is carried out of the extension of the Western Rail corridor and when the National Planning Framework has been published. Similarly the Gorey to Rosslare line closure would impact on a large number of passengers. The Authority proposes a strategic review with Transport Infrastructure Ireland on how growth in travel demand along the M/N11 corridor can be met in the future. It is recommended that no reduction in service on this section of track be considered at this time.

However the Limerick-Ballybrophy and Limerick Junction-Waterford sections of track should be considered as part of the median strategy.

#### 6.4 Balance Sheet

The company is projected to have retained losses of €161m by the end of 2016.

Underfunding of the railway has resulted in spending levels running ahead of

revenue for a number of years. This has been facilitated by debt borrowing through the parent company. The net result of this practice has been to weaken the balance sheet to the point where it is not possible to incur losses in the future without crystallising a solvency problem. It is not feasible to allow Net Assets of the company fall beyond their current level. The balance sheet cannot sustain any unexpected financial shock.

#### Restoration of Shareholder Funds

The options available to repair the balance sheet include

- A new issuance of share capital. Shareholder funds as a percentage of called up share capital will continue to be significantly less than 100% due to accumulated losses.
- A once off funding payment. This would represent compensation for losses which were incurred in the period 2010 to 2016, the forecasted accumulated losses for the period 2010 to 2016 are €125.1m. The current contract ends in 2019, payments to reverse the accumulated losses incurred since 2010 could be split over the next 3 years at €41.7m per annum. This would restore shareholders' funds and resolve the solvency issues faced by Irish Rail.

### 3.3 Reports on the Operation of Public Services

The NTA publish these reports:

<https://www.nationaltransport.ie/publications/all-documents-published/>

#### European Policy

Rail is very much at the centre of European transportation policy with regards to sustainable transport. The European Commission's efforts in relation to rail have concentrated on three major areas: (1) opening of the rail transport market to competition, (2) improving the interoperability and safety of national networks and (3) developing rail transport infrastructure.

The European Commission in a recent 'White Paper'<sup>27</sup> has committed to maintaining a dense railway network in all Member States and, more specifically, to connecting all core network airports to the rail network and to achieving a 50% shift of medium distance intercity passengers and freight journeys from road to rail by 2050. Clearly, at a European level, rail

is seen as an integral part of sustainable transport networks going forward. Ireland's ability to meet and contribute to these targets would require an equally strong policy and programme of supporting measures defining and building upon the role of rail nationally.

Crucially from an EU perspective the Cork – Dublin – Belfast rail corridor, linking the three primary urban centres on the island, is an important TEN-T corridor which is part of a wider North Sea – Mediterranean Corridor. The corridor aims to remove barriers to the internal market by offering greater modal choice, safer and less congested travel, smoother and quicker journeys while minimising environmental impact.

#### National Policy

Rail travel is supported in various sectors of national policy. The Government's transport policy, 'Smarter Travel'28 requires a significant modal shift towards more sustainable forms of transport (public transport, walking and cycling) coupled with a renewed focus on the achievement of more compact settlement patterns within urban and rural areas, which in turn will complement and optimise the use of infrastructure investment.

The National Spatial Strategy (NSS) has been the guiding framework for planning and investment since 2002. Notably 16 of the 20 Gateways and Hubs earmarked in the NSS for concentrated growth are served by the InterCity rail network.

The key high-level objectives included in the NSS in relation to rail are as follows:

- Building on Ireland's radial transport system of main roads and rail lines connecting Dublin to other regions
- Ensuring that rail continues to offer realistic alternatives to road travel on the key inter-city routes and
- Increasing rail freight



## Part 4

### Financial Information

#### 4.1 Financial Statements

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.

#### 4.2 Major Plans for Capital Expenditure

[www.cie.ie](http://www.cie.ie) publish these reports

[http://www.cie.ie/media-centre-\(2\)/annual-reports-\(2\)/annual-reports](http://www.cie.ie/media-centre-(2)/annual-reports-(2)/annual-reports)

#### 4.3 Payments or Purchase Orders for Goods and Services

[http://www.irishrail.ie/media/quality\\_assurance\\_report\\_2015.pdf](http://www.irishrail.ie/media/quality_assurance_report_2015.pdf)

#### 4.4 Governance: Board Member Remuneration

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:

<b>Name</b>	<b>Due to Retire</b>
<input type="checkbox"/> Mr. Frank Allen (Chairman)	05/12/2020
<input type="checkbox"/> Mr. Thomas Wynne*	30/11/2020
<input type="checkbox"/> Ms. Carolyn Griffiths	04/11/2021
<input type="checkbox"/> Ms. Suzy Byrne	02/08/2021
<input type="checkbox"/> Ms. Denise Guinan*	30/11/2020
<input type="checkbox"/> Mr. Mal McGreevy	28/10/2021
<input type="checkbox"/> Dr. Peter Mulholland	10/06/2023
<input type="checkbox"/> Ms. Sarah Roarty	04/04/2022
<input type="checkbox"/> Ms. Valerie Little	21/09/2020

\* 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.<sup>1</sup>

#### **4.5 Funding/Sponsorship of Non-Public Bodies**

[http://www.irishrail.ie/media/ie\\_csr\\_brochure\\_24pp\\_a4\\_ev\\_lr\\_r3.pdf](http://www.irishrail.ie/media/ie_csr_brochure_24pp_a4_ev_lr_r3.pdf)

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<sup>1</sup>A copy of Iarnród Éireann Irish Rail's Articles of Association can be found in Appendix 2

## Part 5

### Procurement

#### 5.1 Procurement Policies

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>

#### 5.2 Link to Current Tender Competitions on eTenders Website

<http://www.etenders.gov.ie/>

#### 5.3 Public Contracts Awarded

<http://www.etenders.gov.ie/>

## Part 6

### FOI Disclosure & Log & Other Information Published Routinely

#### 6.1 FOI Disclosure Log

##### 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 21<sup>st</sup> 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 21<sup>st</sup> 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.

##### 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

## **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 to deny it.

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

### **Making a Request under the Freedom of Information Act 2014**

#### **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. Lynette O'Toole

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](mailto: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>

### **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

### **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.



### **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.

### **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.

### **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.

### **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

Lynette O'Toole – 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.

## 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

## 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](mailto:info@oic.ie)

Website: [www.oic.ie](http://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

## 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

## Fees and Charges

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

## Charging Scheme

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

<b>Hours</b>	<b>Search, Retrieval &amp; Copying Fees (€20 per hour)</b>
	<b>€</b>
<b>1</b>	<b>0.00</b>
<b>5</b>	<b>100.00</b>
<b>15</b>	<b>300.00</b>
<b>20</b>	<b>400.00</b>
<b>25</b>	<b>500.00</b>

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 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 the received, the process will have been deemed to have started from new and the standard four week process will have 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

## 6.2 Reports

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

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

[https://www.nationaltransport.ie/wp-content/uploads/2016/11/151116\\_2016\\_Rail\\_Review\\_Report\\_Complete\\_Online.pdf](https://www.nationaltransport.ie/wp-content/uploads/2016/11/151116_2016_Rail_Review_Report_Complete_Online.pdf)

## 6.3 Commercial Publications and Charges

<https://www.crr.ie/publications/guidelines-for-the-safety-assessment-of-new-infrastructure-works-and-new-rolling-stock/>

## 6.4 Regularly Sought Information Held by Iarnród Éireann/Irish Rail

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](http://www.irishrail.ie) or by writing to Iarnród Éireann at:

Iarnród Éireann

Corporate Communications

Connolly Station

Amiens Street

Dublin 1.

Tel: 01 8366222