

ESSEX THAMESIDE FRANCHISE SERVICE LEVEL COMMITMENT

Part 1 – Service Level Commitment – General Provisions

1. Construction

This Part 1 shall apply in respect of the Service Level Commitment set out in Part 2 and these provisions shall be subject to flex rights contained within the Franchisee's Track Access Contract.

2. Definitions

2.1. The following definitions shall apply to Part 1 and Part 2 of this Service Level Commitment except to the extent the context otherwise requires:

“Christmas” means 25 and 26 December of any year;

“Journey Time” means the time in the Timetable to be taken by a service in travelling between the departure point and destination for that service specified in Part 2;

“New Year” means 1 January of any year.

3. Interpretation

3.1. In this Service Level Commitment, except to the extent the context otherwise requires:

3.1.1. references to periods of times and periods of days include the times and dates such periods start and finish;

3.1.2. except where expressly indicated to the contrary, references to all services or parts or proportions of services in this Part 1, are references to the Passenger Services (or the relevant part or proportion thereof) required to be included by, or on behalf of, the Franchisee in the Timetable pursuant to paragraph 8.2 of Schedule 1.1 of this Franchise Agreement, and do not include Additional Passenger Services;

3.1.3. references to a day mean the period commencing at 0200 on the day and ending at 0159 on the following day and references to Weekdays and particular days of the week shall be construed accordingly;

3.1.4. except where expressly indicated to the contrary, the Franchisee shall procure that all services are scheduled to call at all intermediate stations specified in Paragraph 1 of each route section in Part 2 of this Service Level Commitment;

3.1.5. The Franchise Operator shall ensure that the Timetable and Train Plan are constructed so that no less than the proportion of Franchise Services indicated in the table below stop at West Ham during the times indicated in the table below:

Morning Peak Hours
07.00 - 07.59 - 77%
08.00 - 08.59 - 60%
09.00-10.00-54%

Evening Peak Hours
16.00-16.59-91%
17.00-17.59-50%

18.00-19.00-71%

- 3.1.6. in respect of a Bank Holiday, the Franchisee shall procure that the services usually required to be included for Sundays to each station are included in the Timetable;
- 3.1.7. in respect of Christmas, the Franchisee may procure that no services to any station are included in the Timetable;
- 3.1.8. in respect of a Weekday between Christmas and New Year (excluding a Bank Holiday), the Franchisee shall procure that the services usually required to be included for Saturdays to each station are included in the Timetable provided that in respect of any services run at the times of the Morning Peak and Evening Peak the Franchisee shall comply with paragraphs 6.2 and 6.3 of Schedule 1.1 of this Franchise Agreement;
- 3.1.9. in respect of a Saturday between Christmas and New Year, the Franchisee shall procure that the services usually required to be included for Sundays to each station are included in the Timetable;
- 3.1.10. except where expressly indicated to the contrary, where one period of time ends and another period of time begins immediately thereafter and services are specified at different service intervals for each such period, the maximum service interval between the last service in the first period and the first service in the second period shall be the longer of the maximum service intervals allowed for each such period;
- 3.1.11. except where expressly indicated to the contrary, where an interval is specified, such specification shall apply at the departure point, arrival point and all intervening stops for the relevant service;
- 3.1.12. except where expressly indicated to the contrary and subject always to compliance with the other provisions of this Service Level Commitment (including any maximum Journey Times) and any restrictions placed on the Franchisee under paragraph 2 of Schedule 1.6 of this Franchise Agreement, nothing in this Service Level Commitment shall prevent services which are required to be included by, or on behalf of, the Franchisee in the Timetable pursuant to paragraph 8.2 of Schedule 1.1 of the Franchise Agreement calling at any stations which are not specified in Part 2 of this Service Level Commitment or any relevant part of it;
- 3.1.13. except where expressly indicated to the contrary, where services are required to be included in the Timetable for a period of time between a specified start time and a specified finish time (the "**Specified Period**") with a specified service interval during such Specified Period, then:
 - 3.1.13.1. the interval between the start of such Specified Period and the first service in such Specified Period and between the last service in such Specified Period and the end of such Specified Period shall each be no more than the service interval specified for such Specified Period and one of such intervals shall be no more than half such service interval between each service;
 - 3.1.13.2. the minimum number of services to be included in the Timetable in such Specified Period shall be the quotient of the number of minutes in the Specified Period divided by the number of minutes in the specified service interval, rounded to the nearest whole number;
 - 3.1.13.3. the service interval during such Specified Period may be extended, subject to the other provisions of this paragraph 3.1.12, either by five

minutes or, if greater, an amount of minutes equivalent to one sixth of the specified service interval rounded down to the nearest whole number, subject to a maximum extension of 10 minutes;

3.1.13.4. the service interval may be reduced, subject to the other provisions of this paragraph 3.1.12, below the service interval specified for such Specified Period by such amount as the Franchisee may determine; and

3.1.13.5. the service intervals during such Specified Period of time shall be such that, for any part of the day which occurs during such Specified Period and has a duration equivalent to $((4 \times I) + E)$ minutes (where I is equal to the specified interval expressed in minutes and E is equal to the extension permitted to such interval under paragraph 3.1.12.3), at least four services shall be included in the Timetable in that part of the day; and

3.1.14. all references to time are to the twenty-four hour clock.

Part 2 – Service Level Commitment

ROUTE A - FENCHURCH STREET – SHOEBURYNNESS VIA LAINDON

1. SERVICE PROVISION

Subject to the following paragraphs, the Franchisee shall provide services between London Fenchurch Street and Shoeburyness calling at Limehouse, West Ham, Barking, Upminster, West Horndon, Laindon, Basildon, Pitsea, Benfleet, Leigh-on-Sea, Chalkwell, Westcliff, Southend Central, Southend East and Thorpe Bay.

2. FROM LONDON FENCHURCH STREET – WEEKDAYS AND SATURDAYS

2.1. Between the Early Service and the Late Service, a half hour service shall be provided. Between the penultimate service and Late Service the interval may be extended to 45 minutes.

2.2. Between 0745 (0845 Saturday) and 2215 departure time from London Fenchurch Street an additional service shall be provided at hourly intervals. Such service may omit to call at Limehouse, West Horndon and Pitsea.

2.3. During the Evening Peak, services may omit to call at intermediate stations provided that:

2.3.1. subject to sub-paragraph 2.3.2 a maximum interval of 20 minutes is maintained between London Fenchurch Street and each intermediate station; and

2.3.2. a maximum interval of 30 minutes is maintained between:

2.3.2.1. London Fenchurch Street and West Ham;

2.3.2.2. London Fenchurch Street and West Horndon; and

2.3.2.3. London Fenchurch Street and Pitsea.

2.4. The Early Service shall arrive at Shoeburyness no later than 0630, and the Late Service shall depart from London Fenchurch Street no earlier than 0015

2.5. The maximum Journey Time shall be 1 hour 10 minutes.

3. TO LONDON FENCHURCH STREET – WEEKDAYS AND SATURDAYS

- 3.1. Between the Early Service and the Late Service, a half hourly service shall be provided. Between the Early Service and the second service the interval may be extended to 45 minutes.
- 3.2. Between 0900 and 2100 departure time from Shoeburyness an additional service shall be provided at hourly intervals. Such service may omit to call at Pitsea, West Horndon and Limehouse.
- 3.3. During the Morning Peak, services may omit to call at intermediate stations provided that:
 - 3.3.1. subject to sub-paragraph 3.3.2 a maximum interval of 20 minutes is maintained between each intermediate station and London Fenchurch Street; and
 - 3.3.2. a maximum interval of 30 minutes is maintained between:
 - 3.3.2.1. Pitsea and London Fenchurch Street;
 - 3.3.2.2. West Horndon and London Fenchurch Street; and
 - 3.3.2.3. West Ham and London Fenchurch Street.
- 3.4 Between 1600 and 1900 on weekdays only departures from Shoeburyness may omit to call at intermediate stations provided that no intermediate station has a service frequency of more than 30 minutes.
- 3.5 The Early Service shall arrive at London Fenchurch Street no later than 0545, and the Late Service shall depart from Shoeburyness no earlier than 2300.

3.6 The maximum Journey Time shall be 1 hour 8 minutes.

4 FROM LONDON FENCHURCH STREET – SUNDAYS

- 4.5 Between the Early Service and the Late Service, a half hourly service shall be provided.
- 4.6 The Early Service shall arrive at Shoeburyness no later than 0800, and the Late Service shall depart London Fenchurch Street no earlier than 0005.
- 4.7 The maximum Journey Time shall be 1 hour 10 minutes.

5 TO LONDON FENCHURCH STREET – SUNDAYS

- 5.5 Between the Early Service and the Late Service, a half hourly service shall be provided.
- 5.6 The Early Service shall arrive at London Fenchurch Street no later than 0645, and the Late Service shall depart from Shoeburyness no earlier than 2230.
- 5.7 The maximum Journey Time shall be 1 hour 8 minutes.

ROUTE B - LONDON FENCHURCH STREET – PITSEA VIA OCKENDON

1. SERVICE PROVISION

Subject to the following paragraphs the Franchisee shall provide services between London Fenchurch Street and Pitsea, calling at Limehouse, West Ham, Barking, Upminster, Ockendon, Chafford Hundred, Grays, Tilbury Town, East Tilbury, Stanford-le-Hope and Pitsea.

2. FROM LONDON FENCHURCH STREET – WEEKDAYS AND SATURDAYS

- 2.1. Between the Early Service and the Late Service, a half hourly service shall be provided. After 2100 the interval may be extended to hourly.
- 2.2. Between 1630 and 1910 departure time from London Fenchurch Street on Mondays to Fridays services may omit to call at West Ham.
- 2.3. Services before 0700 on Mondays to Fridays may originate from Barking provided that such services connect out of a service from London Fenchurch Street within 10 minutes.
- 2.4. The Early Service shall arrive at Pitsea no later than 0650, and the Late Service shall depart from London Fenchurch Street no earlier than 2345.
- 2.5. The maximum Journey Time shall be 1 hour.

3. TO LONDON FENCHURCH STREET – WEEKDAYS AND SATURDAYS

- 3.1. Between the Early Service and the Late Service a half hourly service shall be provided. Between the Early Service and the second service the interval may be extended to 45 minutes, and after 2100 the interval may be extended to hourly.
- 3.2. During the Morning Peak, services may omit to call at West Ham.
- 3.3. Between 1600 and 1900 on weekdays only, services may omit to call at intermediate stations provided that no intermediate station has a service frequency of more than 30 minutes.
- 3.4. The Early Service shall arrive at London Fenchurch Street no later than 0610 (0640 Saturday), and the Late Service shall depart from Pitsea no earlier than 2300.
- 3.5. The maximum Journey Time shall be 1 hour.

4. FROM LONDON FENCHURCH STREET – SUNDAYS

- 4.1. Between the Early Service and the Late Service an hourly service shall be provided.
- 4.2. The Early Service may originate from Barking provided that such service connects out of a service from London Fenchurch Street within 10 minutes.
- 4.3. The Early Service shall arrive at Pitsea no later than 0750 and the Late Service shall depart London Fenchurch Street no earlier than 2245.
- 4.4. The maximum Journey Time shall be 1 hour.

5. TO LONDON FENCHURCH STREET – SUNDAYS

- 5.1. Between the Early Service and the Late Service an hourly service shall be provided.
- 5.2. The Early Service shall arrive at London Fenchurch Street no later than 0745 and the Late Service shall depart from Pitsea no earlier than 2230.
- 5.3. The maximum Journey Time shall be 1 hour.

ROUTE C - LONDON FENCHURCH STREET TO GRAYS VIA RAINHAM

1. SERVICE PROVISION

Subject to the following paragraphs the Franchisee shall provide services from London Fenchurch Street to Grays calling at Limehouse, West Ham, Barking, Dagenham Dock, Rainham and Purfleet.

2. FROM LONDON FENCHURCH STREET – WEEKDAYS AND SATURDAYS

- 2.1. Between the Early Service and the Late Service a half hourly service shall be provided. After 2100 the interval may be extended to hourly.
- 2.2. The Early Service and the second service may originate from Barking.
- 2.3. Between 1630 and 1859 departure time from London Fenchurch Street on Mondays to Fridays services may omit to call at West Ham provided that a maximum interval of 20 minutes is maintained.
- 2.4. One service between 1900 and 2000 may omit to call at Limehouse.
- 2.5. The Early Service shall arrive at Grays no later than 0615, and the Late Service shall depart from London Fenchurch Street no earlier than 2330.
- 2.6. The maximum Journey Time shall be 38 minutes.

3. TO LONDON FENCHURCH STREET - WEEKDAYS AND SATURDAYS

- 3.1. Between the Early Service and the Late Service a half hourly service shall be provided. After 2100 the interval may be extended to hourly.
- 3.2. During the Morning Peak, services may omit to call at West Ham provided that a maximum interval of 20 minutes is maintained.
- 3.3. One service between 0830 and 0930 may omit to call at Limehouse.
- 3.4. The Early Service shall arrive at London Fenchurch Street no later than 0615 (0630 Saturdays), and the Late Service shall depart from Grays no earlier than 2315 (2245 Saturdays).
- 3.5. The maximum Journey Time shall be 38 minutes.

4. ALTERNATIVE ROUTEING

- 4.1. Any service between London Fenchurch Street and Pitsea in Route B may be routed via Rainham provided that:
 - 4.1.1. subject to sub-paragraph 4.1.2, an additional service or additional services are provided between Upminster and Grays in order that the required interval is maintained between those stations, and any such additional service or services shall, at Upminster, connect out of a service from London Fenchurch Street or connect into a service to Fenchurch Street (as the case may be) within 10 minutes;
 - 4.1.2. before 0700 the interval between any additional services between Upminster and Grays provided under sub-paragraph 4.1.1 may be extended to 60 minutes and any such services are not subject to connectional requirements;
 - 4.1.3. unless also satisfying the requirements of a service in Route C, it may omit to call at Dagenham Dock, Rainham and Purfleet; and
 - 4.1.4. the maximum Journey Time is not exceeded.
- 4.2. After 1900 on Mondays to Fridays up to 4 services in each direction may be routed from Barking to London Liverpool Street, calling at Stratford.