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Web Site: [www.dft.gov.uk](http://www.dft.gov.uk)

10 January 2011

Dear ██████████

**London Midland Franchise Agreement (the "Franchise Agreement") National Passenger Survey (NPS)**

I write to formally advise that London Midland has contravened paragraph 11.1(a) of Schedule 11 to the Franchise Agreement. The relevant provisions are set out in the Schedule to this letter.

Specifically, London Midland has failed to meet six of the nine targets in the Spring 2010 NPS wave as follows:

	Spring 2010 Target	Spring 2010 Result	
Overall Satisfaction	85	86	Achieved
Overall station environment	80	64	Not met
Punctuality/Reliability	82	81	Not met
Helpfulness and attitude of the staff	80	69	Not met
Helpfulness and attitude of staff on Train	75	57	Not met
How well the company dealt with delays	35	36	Achieved
Provision of information during the passenger's journey	75	64	Not met
Provision of information at Stations about train times and platforms	85	80	Not met
Train Environment	75	79	Achieved

Failure to meet the above targets required London Midland to provide a plan to set of the explanation of the reasons for not achieving these targets and the steps proposed by the Franchisee for the purposes of improving the percentage score in the next NPS round.

LM submitted a comprehensive National Passenger Survey Action Plan which contains targets for Spring 2011. Therefore, the Department is not currently minded to take further enforcement action in relation to this breach providing:

- implement the next steps set out in the NPS Action Plan; and

5

# Department for Transport

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- implement the next steps set out in the NPS Action Plan; and

- an update against the Action Plan steps and targets is provided two Reporting Period after receipt of the Spring 2011 NPS results.

If you do not provide documents complying with the requirements set out in the Franchise Agreement by these dates, the Department will consider taking further enforcement action in relation to this breach.

Words and expressions defined in the Franchise Agreement have the same meaning when used in this letter unless the context otherwise requires.

If you have any concerns in relation to this letter please do not hesitate to contact me.

Yours sincerely



Franchise Manger