

**RAIL PUBLIC REGISTER COPY  
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Dated 31 March 2022

- (1) The Secretary of State for Transport
- (2) West Midlands Trains Limited

## **FINAL BUSINESS PLAN**

# **Collation of Business Plan Commitments**

**PLEASE NOTE: Amendments to Infrastructure and CW BPCs have been provided in this version following the FRPAD review. There are no new CW BPCs following this review but we anticipate they will follow during FY 22/23.**

## WMT NRC

### Schedule of Business Plan Commitments (as annexed to Business Plan)

**Note 1:** The Business Plan Commitments are subject to the provisions of and shall be interpreted in accordance with the National Rail Contract.

**Note 2:** Paragraph 8 of Chapter 7.7 (*Business Plan*) states:

- 8.1 In the event of any conflict between the National Rail Contract and any Business Plan Commitment or other element of the Operator's then current Business Plan:
- (a) each Party shall notify the other promptly on becoming aware of any such conflict; and
  - (b) subject to paragraph 8.2 below, the provisions of the National Rail Contract shall prevail.
- 8.2 If at any time there is a conflict between the National Rail Contract and any Business Plan Commitment or other element of the Operator's then current Business Plan, the Parties may agree or the Secretary of State may give notice to vary this Contract in accordance with the provisions of paragraph 8 (*Variations*) of Chapter 7.5 (*Variations, Changes and Amendments*)."

## BUSINESS PLAN COMMITMENTS

### 1 Driver Training Scheme (PPAP06a)

- 1.1 In this Business Plan Commitment, "**Part A Rules Driver Training**" means the package of driver training documents, methods and media relating to training of driver rules and regulations delivered to trainee drivers using the RSSB online learning management system.
- 1.2 The Operator shall subject to the inclusion of the costs in the relevant Cost Budget, by no later than 31 August 2022, complete the pilot Part A Rules Driver Training for at least [REDACTED<sup>1</sup>] trainee drivers.

### 2 [REDACTED<sup>2</sup>] (PPAP02)

- 2.1 The Operator shall:
- (a) [REDACTED<sup>3</sup>]
  - (b) [REDACTED<sup>4</sup>]

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### 3 Annual Training Plan (PPAP06b)

- 3.1 In this Business Plan Commitment, "**Annual Training Plan**" means the plan produced by the Operator outlining the key deliverables and actions for training to be delivered by the Operator in the relevant Business Plan Year.
- 3.2 The Operator shall, as part of the annual Business Plan process under paragraph 3 (*Annual Business Plan Process*) of Chapter 7.7 (*Business Plan*) of this Contract, by no later than 15 December in each Business Plan Year, submit for the Secretary of State's approval a draft, costed Annual Training Plan.
- 3.3 Subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall implement the approved Annual Training Plan for each Business Plan Year.

### 4 [REDACTED<sup>5</sup>] (PPAP)

- 4.1 Subject to paragraph 4.2, the Operator [REDACTED<sup>6</sup>].
- 4.2 [REDACTED<sup>7</sup>]
- (a) [REDACTED<sup>8</sup>]
  - (b) [REDACTED<sup>9</sup>]
  - (c) [REDACTED<sup>10</sup>]
  - (d) [REDACTED<sup>11</sup>]
  - (e) [REDACTED<sup>12</sup>]

### 5 Employee Engagement (PPAP)

- 5.1 In this Business Plan Commitment:
- (a) "**Employee Engagement Survey**" means the survey of all the Operator's employees under paragraph 5.2;

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- (b) the "**Benchmark Engagement Statements**" are:
- (i) "I would recommend my company as a good place to work";
  - (ii) "I am willing to work beyond what is required in my job to help my company succeed"; and
  - (iii) "I am proud to be part of my company"; and
- (c) "**Employee Engagement Rate**" is calculated by aggregating the total number of responses from Business Employees who respond "agree" or "strongly agree" to the Benchmark Engagement Statements (or materially similar statements) included in the Employee Engagement Survey and dividing them by the total number of responses from employees of the Operator to that Employee Engagement Survey and expressing the same as a percentage figure.

5.2 The Operator shall, unless otherwise notified by the Secretary of State, carry out an Employee Engagement Survey annually.

## 6 **Apprentice Retention (PPAP)**

6.1 Subject to paragraph 11.1(a) of Chapter 2.2 (*Rail Workforce*) of this Contract and to the inclusion of the costs in the relevant Cost Budget, the Operator shall use all reasonable endeavours to ensure that at least 90% (ninety percent) of all persons undergoing an Apprenticeship qualify from their Apprenticeship and are retained as Business Employees following such qualification.

## 7 **Safety and Security (PPAP)**

7.1 The Operator shall, as part of the annual Business Plan process under paragraph 3 (*Annual Business Plan Process*) of Chapter 7.7 (*Business Plan*), by no later than 15 December in each Business Plan Year, submit to the Secretary of State a report on the number of physical assaults on employees of the Operator together with a proposed strategy for reducing the same.

7.2 The Operator shall, subject to the inclusion of the costs in the relevant Cost Budget for each Contract Year:

- (a) make available to Business Employees an on-line conflict management training course by no later than 31 October 2021;
- (b) use all reasonable endeavours to ensure that the on-line "Scan Check and Notify" training on security/counter-terrorism is made available for Business Employees on a frequency and format to be agreed with the Secretary of State;
- (c) develop a proposed scope for a trial of body-worn cameras by Business Employees and submit the same to the Secretary of State for approval by 31 March 2022;
- (d) [REDACTED<sup>13</sup>]
- (e) make available [REDACTED<sup>14</sup>] body worn camera units to Customer Facing Staff by [REDACTED<sup>15</sup>].

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7.3 In this Business Plan Commitment "**Customer Facing Staff**" means customer facing employees of the Operator working in Stations or on-board the Rolling Stock Units (including drivers but excluding train presentation staff) and any other role as agree with the Secretary of State.

## 8 **British Transport Police Officer Secondment (COLAP09)**

8.1 The Operator shall, subject to the inclusion of the costs in the relevant Cost Budget for each Contract Year continue the agreed British Transport Police inspector secondment arrangements.

8.2 The Operator shall:

- (a) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such secondee does not exceed [REDACTED<sup>16</sup>] (for the avoidance of doubt adjusted pro rata where the secondment is for less than that full period) in carrying out its obligations under paragraph 8.1; and
- (b) in the second Contract Year, incur a maximum expenditure of [REDACTED<sup>17</sup>] (for the avoidance of doubt adjusted pro rata where the secondment is for less than that full period) in carrying out its obligations under paragraph 8.1.

8.3 The Operator shall as part of the annual Business Plan process under paragraph 3 (*Annual Business Plan Process*) of Chapter 7.7 (*Business Plan*), by no later than [REDACTED<sup>18</sup>] in each Business Plan Year, submit to the Secretary of State a report on what the BTP secondment arrangements have achieved in the previous Business Plan Year (including in respect of the Rail Services).

9 **NOT USED**

10 **NOT USED**

## 11 **Accessibility Manager (PPAP)**

11.1 The Operator shall, subject to the inclusion of the costs in the relevant Cost Budget for each Contract Year, continue to employ a suitably qualified and experienced employee of the Operator as an integration and accessibility manager who shall be responsible for delivering the accessibility initiatives and be the key contact for customers and Stakeholders in respect of accessibility issues (the "**Integration and Accessibility Manager**").

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11.2 The Operator shall:

- (a) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such Integration and Accessibility Manager does not exceed [REDACTED<sup>19</sup>] (for the avoidance of doubt adjusted prorata if the employment is for less than that full period) in carrying out its obligations under paragraph 11.1; and
- (b) in the second Contract Year, incur a maximum expenditure of [REDACTED<sup>20</sup>] (for the avoidance of doubt adjusted pro rata if the employment is for less than that full period) in carrying out its obligations under paragraph 11.1.

## Collaboration

### 12 Delay Attribution Collaboration Initiative (COLAP07)

12.1 In this Business Plan Commitment, "**Delay Attribution Joint Improvement Project**" means the joint improvement project between the Operator, Network Rail and other Train Operators:

- (a) relating to the minutes of delay to Passenger Services; and
- (b) the full scope and outcomes of which are to be agreed between Network Rail, the Operator and the other Train Operators.

12.2 The Operator shall, throughout the Initial Business Plan Year:

- (a) fully and effectively cooperate with Network Rail and other Train Operators in relation to the Delay Attribution Joint Improvement Project; and
- (b) use reasonable endeavours to agree the full scope and intended outcomes of the Delay Attribution Joint Improvement Project.

### 13 Head of Commonwealth Games (COLAP05)

13.1 The Operator shall, subject to the inclusion of the costs in the relevant Cost Budget, before or as soon as possible after the Start Date, appoint a suitably qualified and experienced Head of Commonwealth Games who shall be responsible for providing senior leadership across all the Operator's activities related to the Commonwealth Games (pre, during and for a reasonable period of time after the Commonwealth Games).

13.2 The Operator shall in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such employee does not exceed [REDACTED<sup>21</sup>] (for the avoidance of doubt adjusted pro rata if the employment is for less than that full period) in carrying out its obligations under paragraph 13.1.

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**14 Wolverhampton Station Payment Deed (COLAP)**

- 14.1 Subject to the inclusion of the costs in the relevant Cost Budget for each Contract Year, the Operator shall, throughout the Contract Period, comply with its obligations under the Payment Deed dated 9 December 2017 and made between the Operator and West Midlands Combined Authority.

**Train Service Operations****15 Fleet Improvement Initiatives (TSOAP13)**

- 15.1 The Operator shall:

- (a) implement fleet improvement initiative proposals as from time to time agreed with the Secretary of State within their agreed timescales;
- (b) in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED<sup>22</sup>] in implementing the agreed fleetimprovement initiatives under paragraph 15.1(a); and
- (c) in the second Contract Year, incur a maximum expenditure which does not exceed [REDACTED<sup>23</sup>] in implementing the agreed fleet improvement initiatives under paragraph 15.1(a).

- 15.2 The Operator shall:

- (a) as part of the annual Business Plan process under paragraph 3 (*Annual Business Plan Process*) of Chapter 7.7 (*Business Plan*) of this Contract, by no later than [REDACTED<sup>24</sup>] in each Business Plan Year submit for the Secretary of State's approval a draft list of fleet improvement initiatives in accordance with paragraphs 15.2(b) and 15.2(c);
- (b) ensure that the fleet improvement initiatives for the relevant Business Plan Year will once implemented, have the intention of improving:
  - (i) the Train Fleet's safety functions;
  - (ii) the Train Fleet's environmental impact;
  - (iii) the Train Fleet's reliability, performance and efficiency (but excluding Mandatory Modifications); and/or
  - (iv) facilities for use at any depot used by the Operator for the purposes of maintaining the Train Fleet; and
- (c) subject to:
  - (i) the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan (including (for the avoidance of doubt) as from time to time

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- (ii) updated pursuant to any Business Plan Revisions);
- (iii) the inclusion of the costs in the relevant Cost Budget; and
- (iv) (where applicable under the provisions of paragraph 2.15 of Chapter 7.5 (*Variations, Changes and Amendments*) of this Contract) the update of the Operational Performance Target(s), implement such agreed fleet improvement initiatives.

## 16 Fleet Improvement (ASDO) (TSOAP07)

16.1 Subject to the agreement of the counterparty to the relevant Maintenance Contract to a variation of its terms (which the Operator shall use all reasonable endeavours to obtain) the Operator shall complete the agreed installation of the Automatic Selective Door Operations ("**ASDO**") systems:

- (a) on the Class 172 units by no later than [REDACTED<sup>25</sup>]; and
- (b) subject to the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and subject to the inclusion of the costs in the relevant Cost Budget, complete the installation and commissioning of the ASDO systems on the Class 350 units by no later than [REDACTED<sup>26</sup>].

17 [REDACTED<sup>27</sup>]

17.1 [REDACTED<sup>28</sup>]

18 [REDACTED<sup>29</sup>] (TSOAP12)

18.1 [REDACTED<sup>30</sup>]

- (a) [REDACTED<sup>31</sup>]
- (b) [REDACTED<sup>32</sup>]

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18.2 [REDACTED<sup>33</sup>]

## 19 Train Rebranding (TSOAP26)

19.1 The Operator shall complete the agreed update of the Train Fleet rebranding (the "**Fleet Rebranding Plan**") and by no later than 31 December 2021:

- (a) repaint the exterior of the remaining Class 350/1 rolling stock in accordance with Fleet Rebranding Plan and the Brand Licence; and
- (b) update the exterior design of the cab vehicles of all (30) thirty Class 350/1 rolling stock units so as to apply the LNR Brand (and WMR Brand touchpoint) in accordance with the Fleet Rebranding Plan and the Brand Licence.

## 20 Service Option Schemes (TSO)

20.1 The Operator shall continue to collaborate actively with industry partners in assessing and developing future opportunities and proposals for the enhancement of the Rail Services (including developing and implementing plans for the 2022 Commonwealth Games in Birmingham ("**Service Option Schemes**").

20.2 The Operator shall:

- (a) implement Service Option Schemes as from time to time agreed with the Secretary of State within their agreed timescales;
- (b) in the first Contract Year, incur a maximum expenditure which when added to ERMA Final Part Year Actual Costs incurred in relation to Service Option Schemes, does not exceed [REDACTED<sup>34</sup>] in implementing the agreed Service Option Schemes; and
- (c) in the second Contract Year, incur a maximum expenditure of [REDACTED<sup>35</sup>] in implementing the agreed Service Option Schemes.

20.3 The Operator shall:

- (a) as part of the annual Business Plan process under paragraph 3 (*Annual Business Plan Process*) of Chapter 7.7 (*Business Plan*) of this Contract, by no later than [REDACTED<sup>36</sup>] in each Business Plan Year submit for the Secretary of State's approval draft Service Option Schemes; and
- (b) subject to:
  - (i) the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan (including (for the avoidance of doubt) as from time to time updated pursuant to any Business Plan Revisions);

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- (ii) the inclusion of the costs in the relevant Cost Budget; and
- (iii) (where applicable under the provisions of paragraph 2.15 of Chapter 7.5 (*Variations, Changes and Amendments*) of this Contract) the update of the Operational Performance Target(s), implement such agreed Service Option Schemes.

## 21 Industry Performance Manager (TSOAP10)

21.1 The Operator shall, by no later than 15 December 2021, appoint a suitably qualified and experienced employee as Industry Performance Manager who shall lead the development and deployment of Performance Improvement Management System ("**PIMS**") and RM3P infrastructure and shall facilitate, contribute and implement identified improvements to ensure passengers feel the benefits in their journeys.

21.2 The Operator shall, by no later than by no later than 30 June 2022:

- (a) undertake a PIMS gap analysis looking at the core documentation and governance requirements and ensure that all the Operator's core governance documents are in place, up to date and being used in the organisation;
- (b) complete both an in-house and a further joint RM3P self-assessment with Network Rail Central Route, along with detailed action planning to address priority areas to be submitted as part of the annual Business Plan as set out in 21.2(e) below;
- (c) become an active participant in the PIMS Practitioner Group;
- (d) NOT USED;
- (e) as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (*Business Plan*), by no later than [REDACTED<sup>37</sup>] in each Business Plan Year, submit to the Secretary of State a PIMS/RM3P progress report highlighting the achievement to date including draft plans for the following Business Plan Year for the Secretary of State's approval.

21.3 The Operator shall:

- (a) in the first Contract Year, incur a maximum expenditure of [REDACTED<sup>38</sup>] (for the avoidance of doubt adjusted pro rata where the employment is for less than a Contract Year) in carrying out its obligations under paragraph 21.1; and
- (b) subject to:
  - (i) the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan (including (for the avoidance of doubt) as from time to time updated pursuant to any Business Plan Revisions);
  - (ii) the inclusion of the costs in the relevant Cost Budget; and

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- (iii) (where applicable under the provisions of paragraph 2.15 of Chapter 7.5 (Variations, Changes and Amendments) of this Contract) the update of the Operational Performance Target(s), continue to carry out its obligations under paragraphs 21.1 and 21.2.

## 22 Wi-fi Service Levels (TSO)

- 22.1 The Operator shall continue to provide customers with free of charge Wi-fi on trains (other than on the Class 139 units and the 7 extra Class 319 units).

## 23 Co-location with Network Rail – Rugby (TSO)

- 23.1 The Operator shall, by no later than 31 March 2022, adapt the facilities and upgrade the communications systems at the Rugby ROC in order to co-locate LNRBU control function at Rugby ROC.

## Customer and Communities

### 24 CX Maturity Model

- 24.1 The Operator shall collaborate with the Secretary of State in the development of an industry wide maturity model for redefining the relationship between the railway and its customers and subject to the inclusion of the relevant costs in the applicable Cost Budget, shall collaborate with the Secretary of State in implementing such model.

### 25 DCIS and Multi-Modal DCIS Screens at Stations (CACAP22)

- 25.1 In this Business Plan Commitment:
  - (a) "**DCIS**" means a digital customer information system which provides real-time updates on the Passenger Services via a high definition display; and
  - (b) "**Multi-Modal DCIS Screens**" means a multi-modal DCIS which provides real-time arrivals and departures information for other transport modes.
- 25.2 The Operator shall, by no later than [REDACTED<sup>39</sup>], complete the agreed programme to replace existing customer information system screens with DCIS screens, such that new DCIS screens are installed at all Stations (excluding Barlaston and Wedgwood).
- 25.3 Subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall include Bromsgrove and Coleshill Parkway stations within the agreed programme pursuant to paragraph 25.2 and shall complete such installation by such date as may be agreed by the Parties.
- 25.4 The Operator shall:
  - (a) as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (*Business Plan*) of this Contract, by no later than 15 December 2021, submit for the Secretary of State's approval a final draft programme for the installation of at least 60 Multi-Modal DCIS Screens at the relevant Stations; and

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- (b) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such initiatives under the Previous Agreement, does not exceed [REDACTED<sup>40</sup>] in carrying out its obligations under paragraphs 25.2 and 25.4(a).

25.5 Subject to the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall, by no later than 31 December 2023, complete the approved installation programme referred to paragraph 25.4(a).

## 26 Accessibility Improvements (CACAP05)

26.1 The Operator shall:

- (a) by no later than 31 March 2022, deliver the accessibility improvements agreed between the Parties under the Previous Agreement to improve the manner in which the Operator meets the needs of Disabled Persons, and other passengers with accessibility requirements, in the provision of the Passenger Services;
- (b) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such accessibility improvements, does not exceed [REDACTED<sup>41</sup>] in carrying out its obligations under paragraph 26.1(a).

26.2 NOT USED

26.3 The Operator shall, by no later than 30 April 2022, install a web-based screen reader (using Recite Me or an equivalent tool) which shall be accessible, free of charge, to visitors on the London Northwestern and West Midlands Railway websites.

## 27 NOT USED

## 28 Social Value Report (CACAP11)

28.1 In this Business Plan Commitment, ("**Social Value Report**") means the social value report which includes:

- (a) an overview of the progress the Operator has made to delivering a positive social impact;
- (b) agreed KPIs; and
- (c) future projects, aims and measures which the Operator intends to develop and implement, with the intention of leaving a positive and lasting impact on the local communities in which the Passenger Services are provided.

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28.2 The Operator shall:

- (a) prepare a Social Value Report for the Initial Business Plan Year and thereafter for each Business Plan Year;
- (b) provide the Secretary of State with a copy of the Social Value Report within two Reporting Periods following the end of the relevant Business Plan Year; and
- (c) publish the Social Value Report on its website one month after its delivery to the Secretary of State.

## 29 Transport Focus Support Role (CACAP07)

29.1 The Operator shall, subject to the inclusion of the costs in the relevant Cost Budget for each Contract Year, (which the Parties agree are not anticipated to exceed [REDACTED<sup>42</sup>] (for the second Contract Year) continue the agreed Transport Focus secondment arrangements with the aim of:

- (a) informing and improving customer service delivery;
- (b) utilising the feedback of passengers to provide the Operator with research and policy recommendations, aimed at improving the customer passenger experience; and

29.2 The Operator shall, in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED<sup>43</sup>] (for the avoidance of doubt adjusted pro rata if the secondment is for less than that first Contract Year) in carrying out its obligations under paragraph 29.1.

29.3 The Operator shall as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan), by no later than [REDACTED<sup>44</sup>] in each Business Plan Year, submit to the Secretary of State a report on what the Transport Focus secondment arrangements have achieved in the previous Business Plan Year (including in respect of the Rail Services).

29.4 The Operator shall, in the second Contract Year, incur a maximum expenditure of [REDACTED<sup>45</sup>] (for the avoidance of doubt adjusted pro rata if the secondment is for less than that second Contract Year) in carrying out its obligations under paragraph 29.1.

## 30 NOT USED

## 31 Prince's Trust Programme (CACAP08b)

31.1 In this Business Plan Commitment, "Get Into Transport Programme" means a two week programme delivered in conjunction with The Prince's Trust designed to increase access to jobs

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<sup>42</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>43</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>44</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>45</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

in the transport industry for young people.

31.2 The Operator shall:

- (a) by no later than 31 March 2022, deliver one Get into Transport Programme; and
- (b) in each Subsequent Business Plan Year, deliver at least one Get into Transport Programme in each Business Plan Year.

### **32 Platform Validators (CACAP12)**

32.1 The Operator shall:

- (a) subject to the inclusion of the costs in the relevant Cost Budget, by no later than [REDACTED<sup>46</sup>] install platform validators at appropriate entrance, interchange and exit points at all Stations within the West Midlands Ticketing Area which do not currently have automatic ticket gates;
- (b) in carrying out its obligations under paragraph 32.1(a) incur a maximum expenditure which when added to ERMA Final Part Year Actual Costs incurred in relation to such initiatives under the Previous Agreement does not exceed [REDACTED<sup>47</sup>] by 31 March 2022; and
- (c) in the second Contract Year, in carrying out its obligations under paragraph 32.1(a), incur a maximum expenditure of [REDACTED<sup>48</sup>].

### **33 Online Customer Panel (CACAP23)**

33.1 Subject to paragraph 33.2 and the inclusion of the costs in the relevant Cost Budget, the Operator shall (unless otherwise notified by the Secretary of State), throughout the Contract 9U8B Period, continue to operate and maintain the web-based Online Customer Panel established by the Operator for the purposes of carrying out quantitative research and qualitative focus groups.

33.2 The Operator shall maintain during the first Business Plan Year the number of panellists on the Online Customer Panel as at the Start Date and shall use all reasonable endeavours to increase the number of the panellists to 5,000 by no later than 31 March 2022.

33.3 If requested by the Secretary of State and subject to the inclusion of the costs in the relevant Cost Budget, the Operator will work collaboratively with parties specified by the Secretary of State (such as other Train Operators and RDG) to establish and participate in "TOC agnostic" customer panel.

### **34 Stakeholder Equality Group (CACAP24)**

34.1 The Operator shall, in each Business Plan Year hold meetings of the Stakeholder Equality

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<sup>46</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>47</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>48</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

Group (which shall include representatives from such other disability and accessibility organisations as invited by the Operator) in each Quarter (and a virtual meeting shall discharge the Operator's obligations set out in this paragraph 34.1).

### 35 CCTV Installation (CACAP25)

35.1 In this Business Plan Commitment:

- (a) **"Year 1/2 CCTV Installations"** means the installation of CCTV cameras as agreed between the Parties under the Previous Agreement at the following Stations:

Acton Bridge, Aspley Guise, Aston, Bedford St Johns, Berkswell, Birmingham Snow Hill, Bordesley, Bournville, Bow Brickhill, Canley, Cannock, Dudley Port, Earlswood, Erdington, Fenny Stratford, Great Malvern, Hagley, Hall Green, Hampton in Arden, Kempston Hardwick, Kings Norton, Lea Hall, Lidlinton, Malvern Link, Millbrook, Northfield, Polesworth, Ridgmont, Sandwell & Dudley, Selly Oak, Small Heath, Spring Road, Stewartby, Stourbridge Junction, Stourbridge Town, Sutton Coldfield, The Hawthorns, Tile Hill, Tipton, Tyseley, Walsall, Whitlocks End, Wilnecote, Woburn Sands, Worcester Foregate Street, Worcester Shrub Hill;

- (b) **"Year 3 CCTV Installations"** means installation of CCTV cameras at the following Stations:

Bletchley, Chester Road, Coleshill Parkway, Coseley, Coventry, Cradley Heath, Droitwich Spa, Five Ways, Four Oaks, How Wood, Jewellery Quarter, Kings Langley, Lye, Old Hill, Olton, Park Street, Rowley Regis, Shirley, St Albans Abbey, Stone, Tame Bridge Parkway, Water Orton, Watford North, Winsford, Wolverton, Yardley Wood;

- (c) **"Year 4 CCTV Installations"** means installation of CCTV cameras at the following Stations:

Acocks Green, Albrighton, Apsley, Atherstone, Bearley, Bedworth, Bescot Stadium, Bilbrook, Blake Street, Blakedown, Bricket Wood, Butlers Lane, Cheddington, Claverdon, Codsall, Colwall, Cosford, Danzey, Garston, Hamstead, Hartford, Hartlebury, Langley Green, Ledbury, Lichfield Trent Valley, Long Buckby, Marston Green, Milton Keynes, Oakengates, Penkridge, Perry Barr, Rugeley Trent Valley, Shenstone, Shifnal, Smethwick Galton Bridge, Smethwick Rolfe Street, Stechford, The Lakes, Tring, Widney Manor, Wilmcote, Witton, Wood End, Wootton Wawen, Wyld Green, Wythall;

- (d) **"Further CCTV Installations"** means the Year 3 CCTV Installations and the Year 4 CCTV Installations.

35.2 The Operator shall:

- (a) by no later than [REDACTED<sup>49</sup>], carry out Year 1/2 CCTV Installations;
- (b) in the first Contract Year, the Operator shall not incur any expenditure in relation to such CCTV installations; and

<sup>49</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

- (c) in the second Contract Year, in carrying out the Year 1/2 CCTV Installations, incur a maximum expenditure of [REDACTED<sup>50</sup>].

35.3 Subject to:

- (a) the Secretary of State confirming agreement to proceed with the Further CCTV Installations in writing by no later than 31 May 2022; and
- (b) the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and the inclusion of the costs in the relevant Cost Budget,

the Operator shall carry out each of the Year 3 CCTV Installations and the Year 4 CCTV Installations in the relevant Business Plan Year.

### 36 Car Park Investment (CACAP26)

36.1 The Operator shall:

- (a) throughout the Initial Business Plan Year, monitor the car park demand at Stations; and
- (b) as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan) of this Contract, by no later than [REDACTED<sup>51</sup>], provide to the Secretary of State for consideration a costed recommendation and a strategic outline for investment in Car Parks at appropriate Stations.

37 NOT USED

38 NOT USED

### 39 University Station (CACAP30)

39.1 The Operator shall, under the terms of the University Station Funding Agreement between the Operator and the West Midlands Combined Authority (TfWM) dated 28 January 2020, pay to the West Midlands Combined Authority:

- (a) [REDACTED<sup>52</sup>] on Station Change Approval; and
- (b) [REDACTED<sup>53</sup>] contribution prior to completion of GRIP stage 5,

of the University Station redevelopment.

### 40 Station Improvements (CACAP31)

40.1 In this Business Plan Commitment, "**Station Improvements**" means a programme of improvements to Stations as from time to time agreed between the Parties (or determined by

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<sup>52</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>53</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

the Secretary of State).

40.2 The Operator shall:

- (a) implement such Station Improvement proposals as from time to time agreed with the Secretary of State within their agreed timescales;
- (b) in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED<sup>54</sup>] in implementing the agreed Station Improvements under paragraph 40.2(a);
- (c) in the second Contract Year, not incur any costs in relation to their obligations in respect of the Station Improvements under paragraph 40.2(a);
- (d) as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan) of this Contract, by no later than [REDACTED<sup>55</sup>] in each Business Plan Year submit for the Secretary of State's approval a draft list of Station Improvements;
- (e) subject to:
  - (i) the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan (including (for the avoidance of doubt) as from time to time updated pursuant to any Business Plan Revisions); and
  - (ii) the inclusion of the costs in the relevant Cost Budget;

implement such agreed Station Improvements in accordance with the relevant Business Plan.

40.3 The Operator acknowledges and agrees that Station Improvements which relate to WMRBU Stations shall also;

- (a) be developed collaboratively through the West Midlands Station Alliance;
- (b) be endorsed by the West Midlands Station Alliance Board; and
- (c) (for the avoidance of doubt) comply with the branding requirements relating to the WMR Brand (as set out or referred to in the Brand Licence).

40.4 The Operator shall (in addition to its other reporting obligations), within 30 days after the end of each Business Plan Year, provide to WMRE and the Secretary of State a report on progress and evidence of expenditure in respect of the Station Improvements undertaken in the relevant Business Plan Year which relate to or impact on the West Midlands Railway Business Unit.

## 41 Sustainable Car Usage (CACAP32)

41.1 In this Business Plan Commitment, "**Electric Car Station**" means each of the following Stations:

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<sup>54</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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- (a) [REDACTED<sup>56</sup>]
- (b) [REDACTED<sup>57</sup>]
- (c) [REDACTED<sup>58</sup>]
- (d) [REDACTED<sup>59</sup>]
- (e) [REDACTED<sup>60</sup>]
- (f) [REDACTED<sup>61</sup>]
- (g) [REDACTED<sup>62</sup>]
- (h) [REDACTED<sup>63</sup>]
- (i) [REDACTED<sup>64</sup>]
- (j) [REDACTED<sup>65</sup>]

41.2 The Operator shall by no later than 15 December 2021:

- (a) undertake power surveys at each Electric Car Station; and

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<sup>56</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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<sup>58</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>59</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>60</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>61</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>62</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>63</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>64</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>65</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

- (b) as part of the annual Business Plan process under paragraph 3 (*Annual Business Plan Process*) of Chapter 7.7 (*Business Plan*) of this Contract use the results of such surveys to provide to the Secretary of State for consideration a recommended and an estimate of costs and draft programme for installing two electric vehicle charging points at each of the Electric Car Stations.

41.3 The Operator shall by no later than [REDACTED<sup>66</sup>], install two electric vehicle charging points at each of the Electric Car Stations in line with the recommendations and cost estimate ([REDACTED<sup>67</sup>] nominal in FY22/23) under the Operator's obligation at paragraph 41.2(b), unless otherwise agreed by the Secretary of State.

## 42 Smart Ticket Target Uptake (CACAP09)

42.1 In this Business Plan Commitment:

- (a) **"Smart Ticket"** excludes "magstripe" and is an electronic ticket that evidences a Fare;
- (b) **"Swift"** means the smartcard operated by the TfWM; and
- (c) **"Swift Account Based Ticketing"** means a multi-modal scheme enabling pay-as-you-go for customers in the West Midlands using their Swift smartcard or a contactless payment card.

42.2 Subject to paragraph 42.4, the Operator shall, by no later than [REDACTED<sup>68</sup>], ensure that at least [REDACTED<sup>69</sup>] of passenger journeys on the Passenger Services in each Reporting Period are made using Smart Tickets.

42.3 Subject to paragraph 42.4, the Operator shall, by no later than [REDACTED<sup>70</sup>], ensure that at least [REDACTED<sup>71</sup>] of passenger journeys on the Passenger Services in each Reporting Period are made using Smart Tickets.

42.4 The Parties acknowledge that the Operator's obligations pursuant to paragraphs 42.2 and 42.3 are subject to:

- (a) the introduction of a sufficient number of new schemes to increase the application of Smart Tickets to new or existing multi-modal fares schemes;

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<sup>66</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>67</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>68</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>69</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>70</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>71</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

- (b) the Operator being able to retail Smart Ticket Fares on Swift smartcards provided that the cost of achieving the same does not exceed £50,000;
- (c) the RDG procuring the introduction of cEMVs between Watford Junction Station and Tring Station;
- (d) Swift Account Based Ticketing being introduced within the West Midlands Ticketing Area as proposed by Transport for West Midlands;
- (e) ticket vending machines within Stations along the Routes being able as at [REDACTED<sup>72</sup>] of issuing Smart Tickets and where this is not the case then to the extent that the Operator needs to incur expenditure to procure the same, the Parties agree that this shall be a Cost Budget Change Event for the purposes of paragraph 1.23 of Appendix 1 (*Trigger Events*) of Chapter 7.5 (*Variations, Changes and Amendments*) of this Contract and there shall be a Business Plan Revision in consequence of the same; and
- (f) there being no changes to retailing strategy within the rail industry between the Start Date and 31 March 2022, provided that where relevant, the Operator has used all reasonable endeavours achieve or facilitate such matters (as applicable).

#### **43 Flexible Ticket (CACAP12)**

- 43.1 The Operator shall throughout the Contract Period continue to make Flexible Tickets available for sale online.
- 43.2 The Operator shall subject to the agreement of the relevant third party supplier (which the Operator shall use all reasonable endeavours to obtain):
  - (a) by no later than 31 December 2021, enable the sale of the Flexible Tickets in all ticket offices at the Stations; and
  - (b) incur a maximum expenditure which does not exceed [REDACTED<sup>73</sup>] in carrying out its obligation under paragraph 43.2(a).

#### **44 Graduate and Unemployed Travel Schemes (CACAP)**

- 44.1 The Operator shall, in the first Contract Year, continue to provide free train tickets to the following individuals who reside in the geographic area served by the Passenger Services:
  - (a) university graduates, or graduates from an equivalent level place of higher education, in the period up to six (6) months following their graduation:
    - (i) six (6) free standard return tickets for travel on the Passenger Services to and from interviews; and
    - (ii) three (3) months free travel to and from their place of work on the Passenger Services once such person secures a job; and
  - (b) any person unemployed for over six (6) months:

<sup>72</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>73</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

- (i) six (6) free standard return tickets for travel on the Passenger Services to and from interviews; and
- (ii) three (3) months free travel to and from their place of work on the Passenger Services once such person secures a job.

## Revenue

### 45 Revenue Protection Steering Group (REVAP06)

The Operator shall hold Revenue Protection Steering Group meetings at the end of each Quarter throughout the Contract Period to inform the Ticketless Travel Survey benchmarks and guide strategic direction and tactical activity based on the results of the Ticketless Travel Surveys.

### 46 Revenue Management System (REVAP02)

46.1 In this Business Plan Commitment, "**Revenue Management System**" means a software system which monitors advance booking and booking arrangements for seats applicable to the Passenger Services in order to:

- (a) produce recommendations for optimising passenger revenue;
- (b) forecast future demand for Passenger Services; and
- (c) utilise such information to recommend efficiencies for utilisation of the Train Fleet.

46.2 The Operator shall invite persons to tender for the right to provide the Operator with a Revenue Management System by 1 April 2022 and produce recommendations to the Secretary of State on the same.

### 47 Annual Marketing Plan (REVAP3)

47.1 The Operator shall:

- (a) throughout the Initial Business Plan Year, implement the Marketing Plan agreed between the Parties prior to the Start Date; and
- (b) incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such initiatives under the Previous Agreement does not exceed [REDACTED<sup>74</sup>] in carrying out its obligations under paragraph 47.1(a).

47.2 The Operator shall as part of the annual Business Plan process under paragraph 3 (*Annual Business Plan Process*) of Chapter 7.7 (*Business Plan*), by no later than [REDACTED<sup>75</sup>] in each Business Plan Year submit for the Secretary of State's approval a draft, costed Marketing Plan which focuses on (as a minimum):

- (a) maximising demand-generative opportunities to support an increase in passenger revenue;

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<sup>74</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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- (b) leveraging customer enhancements and corporate social responsibility programmes; and
- (c) aligning the Operator's approach to the latest Secretary of State requirements, whilst also understanding and adapting where appropriate to the regional agendas (including WMRE and the West Midlands Grand Railway Collaboration), (the draft "**Annual Marketing Plan**").

47.3 Subject to the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall, implement the approved Annual Marketing Plan for each Business Plan Year.

#### 48 Mobile Ticket Validator (REVAP04)

48.1 Subject to the agreement of the trade unions (which the Operator shall use all reasonable endeavours to obtain in accordance with paragraph 1.1. (*Rail Workforce*) of Chapter 2.2 (*Rail Workforce*) of this Contract), the Operator shall, by no later than 31 March 2022, introduce an online application for Senior Conductors to use on their mobile smart phones and/or tablet devices which will:

- (a) [REDACTED<sup>76</sup>]
- (b) [REDACTED<sup>77</sup>]
- (c) [REDACTED<sup>78</sup>].

#### 49 Operator Direct Debit Schemes (REVAP)

49.1 In this Business Plan commitment, "**Direct Debit Scheme**" means a scheme under which customers can purchase an annual Season Ticket Fare and pay the cost of such Season Ticket Fare by monthly direct debit payments.

49.2 The Operator shall ensure that throughout the Contract Period the Direct Debit Scheme shall continue to be provided:

- (a) with TfWM (WMCA) for passengers purchasing nTrain, nNetwork and any other tickets that evidence Season Ticket Fares for travel in the West Midlands Ticketing Area; and
- (b) with CommuterClub (being Commuter Club Ltd (or an alternative provider) in partnership with the Operator promoted as "CommuterClub") for passengers purchasing all other tickets that evidence Season Ticket Fares where the origin or destination of such passenger is within the Rail Services and are not captured by paragraph 49.2(a).

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<sup>76</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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<sup>78</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

**Environment and Sustainability****50 Environmental KPIs and Roadmap to 2050**

- 50.1 The Operator shall, as part of the annual Business Plan process under paragraph 3 (*Annual Business Plan Process*) of Chapter 7.7 (*Business Plan*) of this Contract:
- (a) by no later than 15 December 2021, provide to the Secretary of State for consideration its proposed Business Plan KPIs for environmental targets;
  - (b) by no later than [REDACTED<sup>79</sup>], develop and agree with the Secretary of State a strategic approach and roadmap setting out a long-term pathway towards total decarbonisation of both traction and non-traction carbon by 2050;
  - (c) by no later than the [REDACTED<sup>80</sup>], provide to the Secretary of State a fully costed plan to develop validated Science-Based Targets for carbon emissions;
  - (d) by no later than [REDACTED<sup>81</sup>], reduce non-traction electricity and gas usage by [REDACTED<sup>82</sup>];
  - (e) by no later than [REDACTED<sup>83</sup>], provide to the Secretary of State a report identifying and developing the case for specific options to reduce air quality emissions from existing diesel-powered rolling stock fleets;
  - (f) by no later than [REDACTED<sup>84</sup>], work with RSSB to establish baseline air quality data at stations through the Air Quality Monitoring Network; agree priorities and potential mitigations; and develop air quality improvements plans aligned to agreed industry-wide approach and/or policy;
  - (g) by no later than [REDACTED<sup>85</sup>], ensure there is a water AMR meter installed at all locations in order to set a baseline against which future water consumption targets can be set; and
  - (h) incur a maximum expenditure of [REDACTED<sup>86</sup>] in carrying out its obligations under paragraphs 50.1(b) and 50.1(c).

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<sup>79</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>80</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>81</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>82</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>83</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>84</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>85</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>86</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

**51 Building Management System (EASAP03)**

51.1 In this Business Plan Commitment:

- (a) **"Building Energy Management System"** means a computer based-system to control and monitor a building's electrical equipment and managing demand for energy; and
- (b) **"Building Energy Management Station Location"** means any station building:
  - (i) from time to time agreed between the Parties (or determined by the Secretary of State); and
  - (ii) which is within (or expected to become within) the Operator's Station Lease at the following Stations or such other Stations as from time to time agreed between the Parties (or determined by the Secretary of State):
    - (A) Nuneaton
    - (B) Bletchley;
    - (C) Snow Hill;
    - (D) Berkhamsted;
    - (E) Hemel Hempstead;
    - (F) Tamworth;
    - (G) Telford;
    - (H) Worcester Foregate Street; and
    - (I) Worcester Shrub Hill.

51.2 The Operator shall:

- (a) as part of the annual Business Plan process under paragraph 3 (*Annual Business Plan Process*) of Chapter 7.7 (*Business Plan*) of this Contract, by no later than 15 December 2021 provide to the Secretary of State its draft costed proposals and programmes to:
  - (i) upgrade the existing building management systems currently installed at:
    - (A) Milton Keynes Central Station; and
    - (B) Wolverhampton Station,so that each system can be centrally controlled and accessible remotely, including upgrading the control panel to the existing system at Milton Keynes Station; and
  - (ii) install a Building Energy Management System at each Building Energy

Management Station Location, by no later than [REDACTED<sup>87</sup>]; and

- (b) by no later than 31 August 2022, carry out final surveys required for the works referred to in paragraph 51.2(a); and
- (c) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such initiatives under the Previous Agreement, does not exceed [REDACTED<sup>88</sup>] in carrying out its obligations under paragraphs 51.2(a) and 51.2(b).

51.3 Subject to the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall, by no later than [REDACTED<sup>89</sup>], complete the approved installation programmes referred to at paragraph 51.2(a).

## 52 Flow restrictors on Station taps (EASAP03b)

52.1 The Operator shall:

- (a) subject to the inclusion of the costs in the relevant Cost Budget, by no later than [REDACTED<sup>90</sup>], install a flow restrictor on each tap for use by a customer in the toilets of each Station for which the Operator has a Station Lease as at the Start Date; and
- (b) incur a maximum expenditure which does not exceed [REDACTED<sup>91</sup>] in carrying out its obligations under paragraph 52.1(a).

## 53 Environmental Awareness E-Learning Course (EASAP01)

53.1 The Operator shall, by no later than [REDACTED<sup>92</sup>], implement an Environmental Awareness E-Learning Course for all its employees which shall raise awareness of environmental issues relevant to the provision of the Passenger Services.

## 54 Noise Monitoring Trial (EASAP08)

54.1 The Operator shall by no later than [REDACTED<sup>93</sup>], and subject to the inclusion of the costs in the relevant Cost Budget:

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<sup>87</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>88</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>89</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>90</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>91</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>92</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>93</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

- (a) install noise monitoring equipment at locations in at least 5 locations and monitor environmental noise levels (including by noise type such as continuous noise, intermittent noise, impulsive noise and low-frequency noise); and
  - (b) deliver a report to the Secretary of State which outlines findings and recommendations based on the noise data obtained by such monitoring.
- 54.2 The Operator shall in the first Contract Year, incur a maximum expenditure of [REDACTED<sup>94</sup>] in carrying out its obligations under paragraph 54.1.

## 55 Fleet Replacement Programme

- 55.1 The Operator shall deliver the Fleet Replacement Programme and the provisions of paragraphs 1 to 6 of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Business Plan Commitment.

## Fleet Replacement Programme Business Plan Commitments and Capital Works Commitments

### SOHO MAINTENANCE FACILITY

#### BUSINESS PLAN COMMITMENTS

#### 56 Soho Maintenance Facility

- 56.1 In this Business Plan Commitment:

- (a) **"New 3-Car Fleet"** means the new fleet of Class 730 Aventura units comprising 36, number 3-car Class 730 Aventura units;
- (b) **"Soho Maintenance Facility"** means the traction maintenance depot situated in Winson Green, Birmingham;
- (c) **"Soho Depot Works"** means the improvements to the Soho Maintenance Facility to enable maintenance of the New 3-Car Fleet including:
  - (i) adding CET, sanding and screen wash facilities;
  - (ii) the extension of walkways and safe walking routes;
  - (iii) upgrading carriage wash facilities;
  - (iv) adding roof and nose end access platforms;
  - (v) adding motorised points and undertaking associated enabling works (which are being carried out in accordance with and subject to paragraph 57);
  - (vi) adding isolated traction power supply; and
  - (vii) adding overhead cranes.

- 56.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (*Fleet*

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<sup>94</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

*Replacement Programme and Capital Works Programme*) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- (a) by no later than [REDACTED<sup>95</sup>], complete the development and detailed design works equivalent to GRIP stage 5 for the works required to provide maintenance and servicing facilities for the New 3-Car Fleet at the Soho Maintenance Facility (being part of the Soho Depot Works); and
- (b) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such development and design work, does not exceed [REDACTED<sup>96</sup>] in carrying out its obligations under paragraph 56.2(a).

## **CAPITAL WORKS BUSINESS PLAN COMMITMENTS**

### **57 Soho Maintenance Facility – Motorised Points Capital Works Project**

57.1 In this Capital Works Business Plan Commitment:

- (a) **"Soho Maintenance Facility"** and **"Soho Depot Works"** have the meanings given to them in paragraph 56;
- (b) **"Motorised Points Works"** means the installation of motorised points and undertaking associated enabling works at the Soho Maintenance Facility as part of the Soho Depot Works;
- (c) **"Motorised Points Works Specification"** means the detailed specification for the Motorised Points Works;
- (d) **"Motorised Points Works Delivery Programme"** means the programme for delivery of the Motorised Points Works as set out in the letter of instruction dated 29 November 2019 relating to contract: WMT 2699; and
- (e) **"Motorised Points Works Contract Terms"** means the draft contract(s) which the Operator intends to enter into in respect of the Motorised Points Works as set out in contract: WMT 2699.

57.2 The Operator shall ensure that the Motorised Points Works are undertaken in accordance with:

- (a) the Motorised Points Works Specification; and
- (b) the Motorised Points Works Delivery Programme.

57.3 The Operator agrees that:

- (a) the terms of the contracts which the Operator intends to enter into in respect of the Motorised Points Works are as set out in the Motorised Points Works Contract Terms;
- (b) upon completion of the Motorised Points Works, all works and assets which have been undertaken, made or constructed as part of the Motorised Points Works shall be owned

<sup>95</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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- by Network Rail;
- (c) the amount included in the Capital Works Anticipated Cost in respect of the Motorised Points Works Capital Works Project is [REDACTED<sup>97</sup>];
  - (d) the amount included in the Capital Works Agreed Contingency in respect of the Motorised Points Works Capital Works Project is [REDACTED<sup>98</sup>];
  - (e) paragraph 7 (*Capital Works*) of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Capital Works Business Plan Commitment.

## INFRASTRUCTURE IMPROVEMENTS

### BUSINESS PLAN COMMITMENTS

58 [REDACTED<sup>99</sup>]

58.1 In this Business Plan Commitment:

[REDACTED<sup>100</sup>]

58.2 [REDACTED<sup>101</sup>]

- (a) [REDACTED<sup>102</sup>]
- (b) [REDACTED<sup>103</sup>]
- (c) [REDACTED<sup>104</sup>]

### 59 Infrastructure Improvements – Penkridge and Winsford Platform Extensions

59.1 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

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<sup>97</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>98</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>99</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>100</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>101</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>102</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>103</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>104</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

- (a) [REDACTED<sup>105</sup>]
- (b) NOT USED;
- (c) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such development and design work, does not exceed [REDACTED<sup>106</sup>] in carrying out its obligations under paragraphs 59.1(a) and 59.1(b); and
- (d) NOT USED.

### **CAPITAL WORKS BUSINESS PLAN COMMITMENTS**

#### **60 Infrastructure Improvements – Platform Extensions at Bilbrook, Oakengates, Albrighton and Hartlebury Capital Works Project**

60.1 In this Capital Works Business Plan Commitment:

- (a) **"BOA&H Platform Extension Works"** means:
  - (i) the works to extend the platforms at each of Bilbrook, Oakengates and Albrighton stations to enable Class 196 service introduction; and
  - (ii) the works to extend the platform at Hartlebury station to facilitate an increase in the peak capacity into Snow Hill station;
- (b) **"BOA&H Platform Extension Works Specification"** means the detailed specification for the BOA&H Platform Extension Works;
- (c) **"BOA&H Platform Extension Delivery Programme"** means the programme for delivery of the BOA&H Platform Extension Works as set out in: *RA 2014-WMT Phase 2 platform extensions contract programme rev 5*; and
- (d) **"BOA&H Platform Extension Works Contract Terms"** means the contract which the Operator has entered into in respect of the BOA&H Platform Extension Works as set out in: *NEC4 ECC dated 17 June 2020 between the Operator and Dyer and Butler Limited*.

60.2 The Operator shall ensure that the BOA&H Platform Extension Works are undertaken in accordance with:

- (a) the BOA&H Platform Extension Works Specification; and
- (b) the BOA&H Platform Extension Works Delivery Programme.

60.3 The Operator agrees that:

- (a) the terms of the contracts which the Operator has entered into in respect of the BOA&H Platform Extension Works are as set out in the Platform Extension Works Contract Terms;

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<sup>105</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>106</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

- (b) upon completion of the BOA&H Platform Extension Works, all works and assets which have been undertaken, made or constructed as part of the BOA&H Platform Extension Works shall be owned by Network Rail;
- (c) the amount included in the Capital Works Anticipated Cost in respect of the BOA&H Platform Extension Works Capital Works Project is [REDACTED<sup>107</sup>];
- (d) the amount included in the Capital Works Agreed Contingency in respect of the BOA&H Platform Extension Works Capital Works Project is [REDACTED<sup>108</sup>]; and
- (e) paragraph 7 (*Capital Works*) of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Capital Works Business Plan Commitment.

## TYSELEY DEPOT

### BUSINESS PLAN COMMITMENTS

#### 61 Tyseley Depot

61.1 In this Business Plan Commitment:

- (a) "**Tyseley Depot**" means Tyseley DMU Depot, West Midlands Trains Ltd, Warwick Road, Tyseley, Birmingham, B11 2HJ; and
- (b) "**Tyseley Enhancement Works**" means the following works at Tyseley Depot:
  - (i) works to stable and maintain 4-car trains;
  - (ii) the installation of an automatic vehicle inspection system;
  - (iii) the installation of a fuel additive dispenser and the extension of pit, canopy and fuelling systems on the fuel roads to accommodate four car train formations (which are being carried out in accordance with and subject to paragraph 62);
  - (iv) the installation of motorised points; and
  - (v) the installation of 2 Class 196 rail mounted tables.

61.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- (a) by no later than [REDACTED<sup>109</sup>], complete the installation of two Class 196 rail mounted tables;
- (b) by no later than 31 March 2022, complete the development and detailed design works equivalent to GRIP stage 5) for the installation of an Automatic Vehicle Inspection

<sup>107</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>108</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>109</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

System at Tyseley Depot (being part of the Tyseley Depot Works); and

- (c) subject to the inclusion of the costs in the relevant Cost Budget, by no later than [REDACTED<sup>110</sup>], complete the development and detailed design works equivalent to GRIP stage 5) for the installation of locally operated motorised points at Tyseley Depot being part of the Tyseley Depot Works, ensuring completion:
- (i) by no later than [REDACTED<sup>111</sup>] for the carriage sidings (excluding any data changes and fringe/mainline signalling works required); and
  - (ii) by no later than [REDACTED<sup>112</sup>] for the main depot (excluding any data changes and fringe/mainline signalling works required).

61.3 The Operator shall in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such installation, does not exceed:

- (a) [REDACTED<sup>113</sup>] in carrying out its obligations under paragraph 61.2(a); and
- (b) [REDACTED<sup>114</sup>] in carrying out its obligations under paragraph 61.2(b).

### **CAPITAL WORKS BUSINESS PLAN COMMITMENTS**

#### **62 Tyseley Depot – Fuelling Servicing Equipment Capital Works Project**

62.1 In this Capital Works Business Plan Commitment:

- (a) **"Tyseley Depot"** and **"Tyseley Depot Works"** have the meanings given to them in paragraph 61.1;
- (b) **"Fuelling Works"** means the installation of a fuel additive dispenser and the extension of pit, canopy and fuelling systems on the fuel roads to accommodate four-car train formations at Tyseley Depot as part of the Tyseley Depot Works;
- (c) **"Fuelling Works Specification"** means the detailed specification for the Fuelling Works;
- (d) **"Fuelling Works Delivery Programme"** means the programme for delivery of the Fuelling Works as set out in: *Tyseley Depot Fuel road improvements works Rev 013 dated 28 June 2021*; and

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<sup>110</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>111</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>112</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>113</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>114</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

- (e) **"Fuelling Works Contract Terms"** means the draft contract(s) which the Operator intends to enter into in respect of the Fuelling Works as set out in contract: *WMT 2665: Provision of fuel roads at Tyseley Depot*.

62.2 The Operator shall ensure that the Fuelling Works are undertaken in accordance with:

- (a) the Fuelling Works Specification; and  
 (b) the Fuelling Works Delivery Programme.

62.3 The Operator agrees that:

- (a) the terms of the contracts which the Operator intends to enter into in respect of the Fuelling Works are as set out in the Fuelling Works Contract Terms;  
 (b) upon completion of the Fuelling Works, all works and assets which have been undertaken, made or constructed as part of the Fuelling Works shall be owned by Network Rail;  
 (c) the amount included in the Capital Works Anticipated Cost in respect of the Fuelling Works is [REDACTED<sup>115</sup>];  
 (d) the amount included in the Capital Works Agreed Contingency in respect of the Fuelling Works Capital Works Project is [REDACTED<sup>116</sup>]; and  
 (e) paragraph 7 (*Capital Works*) of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Capital Works Business Plan Commitment.

## WORCESTER DEPOT

### BUSINESS PLAN COMMITMENTS

NONE

### CAPITAL WORKS BUSINESS PLAN COMMITMENTS

#### 63 Worcester Depot Capital Works Project

63.1 In this Capital Works Business Plan Commitment:

- (a) **"Worcester Depot"** means Worcester Light Maintenance Depot, off Tolladine Road, Worcester, Worcestershire;  
 (b) **"Worcester Depot Works"** means the following works at Worcester Depot:  
 (i) provide additional servicing capacity;  
 (ii) extend the existing service / fuel road;

<sup>115</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>116</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

- (iii) upgrade the service facilities on the fuel apron;
  - (iv) provide such additional facilities as are required for the new Class 196 trains, including CET, sanding and battery charger; and
  - (v) install a canopy over the extended fuel road;
- (c) **"Worcester Depot Works Specification"** means the detailed specification of the Worcester Depot Works as set out in Worcester Shrub Hill depot proposed scope dated 14 February 2019;
- (d) **"Worcester Depot Works Delivery Programme"** means the programme for delivery of the Worcester Depot Works as set out in the Worcester Depot Works Specification; and
- (e) **"Worcester Depot Works Contract Terms"** means the draft contracts which the Operator intends to enter into in respect of the Worcester Depot Works as set out in contract: *WMT 2675: Provision of fuel roads at Worcester Depot*.

63.2 The Operator shall:

- (a) by no later than [REDACTED<sup>117</sup>] complete the Worcester Depot Works; and
- (b) ensure that the Worcester Depot Works are undertaken in accordance with:
  - (i) the Worcester Depot Works Specification; and
  - (ii) the Worcester Depot Works Delivery Programme.

63.3 The Operator agrees that:

- (a) the terms of the contracts which the Operator intends to enter into in respect of the Worcester Depot Works are as set out in the Worcester Depot Works Contract Terms;
- (b) upon completion of the Worcester Depot Works, all works, buildings and assets which have been undertaken, made or constructed as part of the Worcester Depot Works shall be owned by Network Rail;
- (c) the amount included in the Capital Works Anticipated Cost in respect of the Worcester Depot Works is [REDACTED<sup>118</sup>];
- (d) the amount included in the Capital Works Agreed Contingency in respect of the Worcester Depot Works Capital Works Project is [REDACTED<sup>119</sup>]; and
- (e) paragraph 7 (*Capital Works*) of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Capital Works Business Plan Commitment.

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<sup>117</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>118</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>119</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

**BLETCHLEY DEPOT****BUSINESS PLAN COMMITMENTS****64 Bletchley Depot**

64.1 In this Business Plan Commitment:

- (a) **"Bletchley Depot"** means Bletchley Traction Maintenance Depot, James Way, Bletchley, Milton Keynes; and
- (b) **"Bletchley Depot Works"** means works to facilitate five car Class 730 maintenance.

64.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- (a) by no later than [REDACTED<sup>120</sup>] complete the initial design work to the equivalent of GRIP stage 4 and carry out survey works as needed for the Bletchley Depot Works;
- (b) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such initial design work and surveys, does not exceed [REDACTED<sup>121</sup>] in carrying out its obligations under paragraph 63.2(a); and
- (c) in the second Contract Year, incur a maximum expenditure of [REDACTED<sup>122</sup>] in carrying out its obligations under paragraph 63.2(a).

**CAPITAL WORKS BUSINESS PLAN COMMITMENTS**

NONE

**BESCOT SIDINGS****BUSINESS PLAN COMMITMENTS****65 Bescot Sidings**

65.1 In this Business Plan Commitment:

- (a) **"Bescot Sidings"** means the Locomotive Traction Maintenance Depot and freight sidings adjacent to Bescot Stadium Station; and
- (b) **"Bescot Sidings Works"** means the works required to provide stabling and servicing facilities for the Class 730 fleet.

65.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (*Fleet Replacement Programme and*

<sup>120</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>121</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>122</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

*Capital Works Programme*) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- (a) by no later than 31 March 2022 complete initial design work to GRIP stage 3 and carry out survey works as needed for the Bescot Sidings Works; and
- (b) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such initial design work and surveys, does not [REDACTED<sup>123</sup>] in carrying out its obligations under paragraph 65.2(a).

### **CAPITAL WORKS BUSINESS PLAN COMMITMENTS**

NONE

### **NORTHAMPTON UP OR RIVER SIDINGS**

#### **BUSINESS PLAN COMMITMENTS**

#### **66 Northampton Up Sidings**

66.1 In this Business Plan Commitment:

- (a) "**Northampton Up Sidings**" means the proposed new sidings situated to the north of Northampton station; and
- (b) "**Northampton Up Sidings Works**" means the construction of sidings and associated servicing equipment at Northampton Up Sidings.

66.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- (a) by no later than [REDACTED<sup>124</sup>] complete development and detailed design works to the equivalent of GRIP stage 4 at Northampton Up Sidings; and
- (b) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such development and design work and surveys, does not exceed [REDACTED<sup>125</sup>] in carrying out its obligations under paragraph 66.2(a).

### **CAPITAL WORKS BUSINESS PLAN COMMITMENTS**

NONE

### **LONG MARSTON RAIL INNOVATION CENTRE**

<sup>123</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>124</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>125</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

**BUSINESS PLAN COMMITMENTS****67 Long Marston Rail Innovation Centre**

67.1 In this Business Plan Commitment:

- (a) **"Long Marston Rail Innovation Centre"** means the test track, stabling and maintenance facility to the south of the village of Long Marston, Warwickshire;
- (b) NOT USED

67.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions) and subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall:

- (a) by no later than 31 March 2022 enter into contract with Porterbrook Leasing Company Ltd to provide temporary secure stabling and maintenance facilities for West Midlands Trains Class 196s and Class 730s, as required; and
- (b) by no later than 31 March 2022 enter into contract with a third-party company to facilitate the transportation of Class 196 and Class 730 vehicles to Long Marston.

**CAPITAL WORKS BUSINESS PLAN COMMITMENTS**

NONE

**BLETCHLEY CARRIAGE SIDINGS****BUSINESS PLAN COMMITMENTS****68 Bletchley Carriage Sidings**

68.1 In this Business Plan Commitment:

- (a) **"Bletchley Carriage Sidings"** means sidings 1-8 adjacent to the Bletchley relief lines;
- (b) **"Bletchley Carriage Sidings Works"** means the modernisation works at Bletchley Freight Sidings comprising upgrades to the Carriage Wash Machine, Sanding, CET, Lighting and Walkways.

68.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions) and subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall, by no later than [REDACTED<sup>126</sup>] complete the Bletchley Carriage Sidings Works.

**CAPITAL WORKS BUSINESS PLAN COMMITMENTS**

NONE

**CAPITAL WORKS ANTICIPATED COST, CAPITAL WORKS CONTINGENCY CAP AND CAPITAL**

<sup>126</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

**WORKS AGREED CONTINGENCY AS AD DATE OF THIS CONTRACT**

69 [REDACTED<sup>127</sup>]

69.1 [REDACTED<sup>128</sup>]

(a) [REDACTED<sup>129</sup>]

(b) [REDACTED<sup>130</sup>]

(c) [REDACTED<sup>131</sup>]

70 [REDACTED<sup>132</sup>]

70.1 The Operator shall by no later than, [REDACTED<sup>133</sup>]

71 NOT USED

72 [REDACTED<sup>134</sup>]

72.1 [REDACTED<sup>135</sup>]

(a) [REDACTED<sup>136</sup>]

(b) [REDACTED<sup>137</sup>]

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<sup>127</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>128</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>129</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>130</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>131</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>132</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>133</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>134</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>135</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>136</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>137</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

72.2 [REDACTED<sup>138</sup>]

### 73 Accessibility and Safety Improvements

73.1 In this Business Plan Commitment, "**Accessibility and Safety Improvements**" means small scale physical alterations or additions to improve accessibility and the safety of Stations to customers, not involving substantial works of construction or reconstruction as set out in the Operator's Business Plan for the second Business Plan Year.

73.2 The Operator shall, by no later than 30 June 2022, agree its proposal for Accessibility and Safety Improvements with the Secretary of State, such proposal to be updated from time to time as necessary with agreement from the Secretary of State.

73.3 The Operator shall, by no later than [REDACTED<sup>139</sup>]:

- (a) deliver any Accessibility and Safety Improvements submitted in accordance paragraph 73.2 which have been agreed with the Secretary of State; and
- (b) incur a maximum expenditure of [REDACTED<sup>140</sup>] in complying with its obligation at paragraph 73.3(a), unless otherwise agreed with the Secretary of State.

74 NOT USED

### 75 Defence Employer Recognition Scheme

75.1 The Operator shall, by no later than [REDACTED<sup>141</sup>]:

- (a) sign up to the Armed Forces Covenant; and
- (b) obtain at least the Bronze standard under the Defence Employer Recognition Scheme.

76 NOT USED

77 [REDACTED<sup>142</sup>]

The Operator shall,

77.1 [REDACTED<sup>143</sup>]

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<sup>138</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>139</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>140</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>141</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>142</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>143</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

77.2 [REDACTED<sup>144</sup>]

78 [NOT USED]

**79 Customer and Communities Improvement Fund**

The Operator shall, in the second Contract Year, subject to the inclusion of the costs in the relevant Cost Budget, incur a maximum expenditure of [REDACTED<sup>145</sup>] on a Customer and Communities Improvement Fund ("CCIF") in order to provide customer and community improvement.

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<sup>144</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>145</sup> 5 September 2022 (Date of Redactions Approval) CR03264 - Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.