

**RAIL PUBLIC REGISTER COPY  
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Dated 31 March 2023

- 1) The Secretary of State for Transport
- 2) Abellio East Midlands Limited

# EAST MIDLANDS RAILWAY

## Business Plan Commitments 2023-2024

## Schedule of Business Plan Commitments (as annexed to 23/24 Annual Business Plan)

**BUSINESS PLAN COMMITMENTS**

Component	Reference	Commitment Name	Description of key deliverables	Completion date
Leadership	BPC 03	Winter Management Plan	<p>3.1 The Operator shall by 1 September 2023 review its existing Winter Management Plan for each Station and use all reasonable endeavours to agree with Network Rail and the Operator's facilities maintenance partner:</p> <p>(a) the strategy for snow and ice clearance, hot spots for leaf fall and vegetation clearance;</p> <p>(b) emergency procedures and relevant contact details; and</p> <p>(c) relevant material stock levels, storage strategy including location of grit bins and preferred chemicals, based on data from the preceding Contract Year (including, for the avoidance of doubt, data obtained under the Previous Agreement).</p> <p>3.2 For the purpose of this Business Plan Commitment, "<b>Winter Management Plan</b>" means the plan which will, as a minimum:</p> <p>(a) identify key areas to prioritise for cleaning and maintenance (such as main access and egress points to be free of snow and ice) during adverse weather conditions; and</p> <p>(b) include the cleaning and maintenance strategy during peak travel periods.</p>	1 September 2023
Leadership	BPC 04	Inclusive Employer Accreditation	<p>4.1 The Operator shall use all reasonable endeavours to maintain Inclusive Employer Accreditation each Contract Year subject to the inclusion of funding in the relevant Cost Budget for subsequent Contract Years.</p> <p>4.2 For the purpose of this Business Plan Commitment, "<b>Inclusive Employer Accreditation</b>" means the award of "Inclusive Employer's Standard" to a company using an evidence-based workplace accreditation tool by Inclusive Employers Limited (registered with company number 07337659 with registered offices at 19 Short Street Waterloo, London, England, SE1 8LJ).</p>	Annually
Leadership	BPC 06	Employer Accreditation	<p>6.1 The Operator shall use all reasonable endeavours to maintain Top Employer Accreditation each Contract Year subject to the inclusion of costs in the Relevant Cost Budget for subsequent Contract Years.</p> <p>6.2 For the purpose of this Business Plan Commitment, "<b>Top Employer Accreditation</b>" means the "Top Employer" accreditation awarded by the Top Employers Institute - Top Employers Research LP (registered number LP011816 and whose registered office is at 8-10 Upper Marlborough Road, St Albans, Hertfordshire, AL1 3UR).</p>	Annually
Collaboration	BPC 09	Route Efficiency Boards	<p>9.1 The Operator shall attend the bi-periodic Route Efficiency Board chaired by Network Rail. Evidence, such as minutes, to be provided on an annual basis.</p> <p>9.2 For the purpose of this Business Plan Commitment, "<b>Route Efficiency Board</b>" means the route efficiency board that provides strategic alignment on business planning and efficiencies and is responsible for the joint delivery of industry efficiency targets.</p>	Annually
Train Service Operations	BPC 10	Class 170 Refurbishment*	<p>10.1 For the purpose of this Business Plan Commitment:</p> <p>(a) "<b>Class 170 Fleet</b>" means the units and vehicles identified as being Class 170 in Table 1 (<i>Original Rolling Stock</i>) of Appendix 1 (<i>The Composition of the Train Fleet</i>) to Chapter 4.3 (<i>The Rolling Stock</i>); and</p> <p>(b) "<b>Class 170 Fleet Refurbishment</b>" means the internal refurbishment to be agreed between the Operator, the Secretary of State and the relevant rolling stock leasing companies for all of the Class 170 Fleet.</p> <p>10.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:</p> <p>(a) by no later than [REDACTED<sup>1</sup>] for the works required to provide the Class 170 Fleet Refurbishment; and</p> <p>(b) in relation to single option selection, incur a maximum expenditure which does not exceed [REDACTED<sup>2</sup>] in carrying out its obligations under paragraph 10.2(a).</p>	[REDACTED <sup>3</sup> ]

<sup>1</sup> 30 May 2023 (Date of Redactions Approval) CR03953 - 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>2</sup> 30 May 2023 (Date of Redactions Approval) CR03953 - 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>3</sup> 30 May 2023 (Date of Redactions Approval) CR03953 - 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.

<p><b>Train Service Operations</b></p>	<p><b>BPC 11</b></p>	<p><b>Class 360 Refurbishment*</b></p>	<p>11.1 For the purpose of this Business Plan Commitment:</p> <p>(a) <b>“Class 360 Fleet”</b> means the units and vehicles identified as being Class 360 in Table 1 (<i>Original Rolling Stock</i>) of Appendix 1 (<i>The Composition of the Train Fleet</i>) to Chapter 4.3 (<i>The Rolling Stock</i>); and</p> <p>(b) <b>“Class 360 Fleet Refurbishment”</b> means the internal refurbishment to be agreed between the Operator, the Secretary of State and the relevant rolling stock leasing company for all of the Class 360 Fleet.</p> <p>Subject to the provisions and protections of 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:</p> <p>a) by no later than <b>[REDACTED<sup>4</sup>]</b> complete the single option selection for the works required to provide the Class 360 Fleet Refurbishment; and</p> <p>b) in relation to single option selection, incur a maximum expenditure, which does not exceed <b>[REDACTED<sup>5</sup>]</b> in carrying out its obligations under paragraph 11.2(a).</p>	<p><b>[REDACTED<sup>6</sup>]</b></p>
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<sup>4</sup> 30 May 2023 (Date of Redactions Approval) CR03953 - 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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Component	Reference	Commitment Name	Description of key deliverables	Completion date
Train Service Operations	BPC 13	Class 360 Maintenance Facilities*	<p>13.1 For the purpose of this Business Plan Commitment:</p> <p>(a) “<b>Bedford Cauldwell Depot</b>” means Bedford Cauldwell Depot, 5B Cauldwell Walk, Bedford, MK42 9DT;</p> <p>(b) “<b>Infrastructure Upgrades</b>” means the works to improve the Class 360 light maintenance capability of Bedford Cauldwell Depot and the installation of hand washing facilities at Kettering Depot sidings; and</p> <p>(c) “<b>Kettering Depot</b>” means Kettering Depot Sidings, Station Road, Kettering, NN15 7HJ.</p> <p>13.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:</p> <p>(a) by no later than 26 May 2023, achieve completion of the works equivalent to GRIP 6 for the Infrastructure Upgrades; and</p> <p>(b) in delivering this BPC, 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>7</sup>] in carrying out its obligations under paragraph 13.2(a).</p>	[REDACTED <sup>8</sup> ]
Customer and Communities	BPC 20	Car Parking	<p>20.1 The Operator has undertaken a review of car park capacity and utilisation at all Stations with Operator-controlled car parks in 2022/23 and will have provided a report to the Secretary of State by 31 March 2023 setting out its findings and setting out its recommendations for locations (if any) to invest in increasing car parking capacity/car parking spaces based on such findings.</p> <p>It shall further, by no later than 31 March 2024, provide an update to this report to the Secretary of State, to reflect any changes in utilisation or recommendations that arise in 2023/24.</p>	31 March 2024
Customer and Communities	BPC 21	Transport Integration Forum	<p>21.1 The Operator shall maintain the quarterly Integrated Transport Forum established under the Previous Agreement in accordance with its terms of reference and evidence this to the Secretary of State on an annual basis.</p> <p>21.2 The ITF shall:</p> <p>(a) provide strategic planning and governance of the Operator's commitment to sustainable transport working with local transport providers to improve the connectivity, accessibility and experience for all customers accessing the Operator's services and onward journeys;</p> <p>(b) recommend for approval where identified and appropriate strategies, policies, procedures and action plans in connection with sustainable transport, including for the implementation of improved sustainable transport facilities (such as bus waiting shelters, cycle hubs, EV charging, improved journey information);</p> <p>(c) measure the customer experience in integrated transport and look for ways to improve access to key leisure destinations and key employment sites; and</p> <p>(d) undertake periodic reviews of the station travel plans and the action plans that arise from the same.</p> <p>21.3 For the purpose of this Business Plan Commitment, “<b>Integrated Transport Form</b>” or “<b>ITF</b>” means the forum created the purposes of promoting greater co-operation with other providers of transport services in the geographical area where the Passenger Services operate and to facilitate the implementation of development schemes for improvements in intermodal infrastructure and funding.</p>	31 March 2024

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Customer and Communities	BPC 24	Station Social and Commercial Development Plan	<p>24.1 The Operator shall produce and submit to the Secretary of State a Station Social and Commercial Development Plan by 15 December 2023 which shall comply with the following minimum requirements:</p> <ul style="list-style-type: none"> <li>(a) identify schemes to develop currently redundant or under-utilised Station buildings and facilities for use by community groups and social enterprise organisations or for commercial development including schemes which sustain and enhance the viability of existing facilities at Stations or lead to the development of new facilities including through appropriate sub leasing of Station buildings;</li> <li>(b) appropriately reflect changed and developing circumstances to the extent relevant and appropriate;</li> <li>(c) appropriately reflect the outcome of the consultation with any Stakeholders in relation to concerns about potential schemes including but not limited to the potential risks, opportunities and priorities for investment and operational efficiencies relating to the Stations and priorities for investment;</li> <li>(d) effectively evaluate, prioritise and develop such schemes taking account of customer and community views expressed in the consultation carried out by the Operator in accordance with Paragraph 13.1(c);</li> <li>(e) subject to funding being provided in the Cost Budget for Subsequent Business Plan Years, provide for the implementation of schemes specified pursuant to paragraph 13.1(a) in accordance with a plan which allocates a priority between such schemes by reference to specified criteria and includes planned timescales for the delivery of relevant outputs;</li> <li>(f) subject to funding, reflect proposals for specific actions as set out in the Relevant Areas; and be for a period of no less than the Core Term Expiry Date and up to the Expiry Date on the basis that it shall continue to be reviewed on a rolling annual basis pursuant to paragraph 3 of Chapter 7.7 (Business Plan).</li> </ul> <p>24.2 For the purpose of this Business Plan Commitment, “<b>Relevant Areas</b>” means areas which may include, subject to funding:</p> <ul style="list-style-type: none"> <li>(a) EV charge points and/or other measures to support electric vehicle use; and</li> <li>(b) promoting modal shift, active travel and integrated public transport. Ideally these will be evidence-based initiatives developed as part of high-quality Station Travel Plans: <ul style="list-style-type: none"> <li>(i) improving biodiversity;</li> <li>(ii) collaborating with Network Rail to identify suitable locations for renewable energy installation and supporting delivery of projects; and</li> <li>(iii) other environmental and/or decarbonisation measures, particularly as recommended in the RDG Sustainable Stations Guide.</li> </ul> </li> </ul>	15 December 2023
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Component	Reference	Commitment Name	Description of key deliverables	Completion date
Customer and Communities	BPC 26	On Train Catering	26.1 The Operator shall report to the Secretary of State each Quarter on the percentage of services Monday to Saturday, on which a Standard Class and First Class catering was available (not counting those Passenger Services on which no such service provision was planned).	Evidence to be provided at the end of each Quarter
Accessibility	BPC 30	Inclusivity Panel	30.1 The Operator shall maintain and continue to chair the quarterly Inclusivity Panel established pursuant to the Previous Agreement. 30.2 The Operator shall evidence its participation in the Inclusivity Panel by providing the Secretary of State with copies of the meeting agenda and meeting minutes. 30.3 For purpose of this Business Plan Commitment, <b>"Inclusivity Panel"</b> means the special interest group consisting of a wide range of participants such as people with mental health issues, physical, sensory or cognitive impairments, including non-visible disabilities, elderly persons, parents with infants, young persons and representatives from recognised organisations for minority ethnic groups and LGBT+ who are engaged across the Operator's network with all matters relating to accessibility and inclusion.	Evidence to be provided 31 March 2024
Revenue and Marketing	BPC 31	Ticket Vending Machines	31.1 The Operator shall use all reasonable endeavours to work with S&B to develop enhanced journey planning functionality on all Operator TVMs with a view to completing a trial by 31st March 2024. 31.2 The Operator shall, following completion of the trial in accordance with Paragraph 31.1, submit a report to the Secretary of State on next steps for enhanced journey planning functionality and any modifications identified. 31.3 For the purpose of this Business Plan Commitment, <b>"Operator TVMs"</b> means those ticket vending machines which the Operator is responsible for maintaining and which are provided by the company Scheidt & Bachmann (UK) Limited (a company incorporated in England and Wales with company number 03805576 and whose registered address is at Unit 7, Silverglade Business Park, Leatherhead Road, Chessington, Surrey, KT9 2QL (" <b>S&amp;B</b> ")).	31 March 2024
Environment	BPC 33	Decarbonisation	33.1 The Operator shall develop and propose to the Secretary of State by 31 March 2024 a strategic approach and roadmap setting out the development and establishment of a decarbonisation pathway to total net zero carbon (of both traction and non-traction carbon) by 2050 which will demonstrate that: (a) the Operator is working closely with Rail Safety and Standards Board in the development and establishment of the decarbonisation pathway; (b) Science based targets for carbon emissions (including annual targets to be achieved by the Operator within the Contract Term) have been set in accordance with the Science Based Target Initiative (SBTI) and submitted to the SBTI for verification, and; (c) the scope and methodology used to develop the decarbonisation strategy are consistent with the most-up-to-date industry strategies. 33.2 The Operator shall revise the draft Decarbonisation Roadmap to reflect any comments received from the Secretary of State.	31 March 2024
Environment	BPC 35	Alternative Fuel	35.1 The Operator shall use all reasonable endeavors to obtain from the rolling stock leasing companies a feasibility study on the use of alternative fuel and share with the Department for Transport by 30 September 2023.	30 September 2023
Train Service Operations	BPC 38	New Five Car BMU EIS*	38.1 For the purpose of this Business Plan Commitment: (a) <b>"MSA"</b> means the manufacturing and supply agreement in respect of the New Five Car BMUs between (1) Hitachi Rail Limited (a company incorporated in England and Wales with company number 05598549 and whose registered address is at 7 <sup>th</sup> Floor, One New Ludgate, 60 Ludgate Hill, London, EC4M 7AW (" <b>Hitachi Rail</b> "); (2) Rock Rail East Midlands Plc (a company incorporated in England and Wales with company number 12096266 and whose registered address is at Capital Tower, 91 Waterloo Road, London, SE1 8RT (" <b>Rock Rail</b> "); and (3) the Operator dated 16 August 2019; (b) <b>"New Five Car BMUs"</b> means one hundred and sixty five (165) new bi-mode vehicles formed into thirty three (33) five car units as referred to in Table 2 ( <i>Specified additional Rolling Stock</i> ) at Appendix 1 ( <i>The Composition of the Train Fleet</i> ) to Chapter 4.3 ( <i>The Rolling Stock</i> ) and references to a <b>"New Five Car BMU"</b> shall be construed accordingly; and (c) <b>"Rolling Stock Lease"</b> means the rolling stock operating lease between (1) Rock Rail and (2) the Operator in respect of the New Five Car BMUs dated 16 August 2019. 38.2 Subject to the provisions and protections of 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 use all reasonable endeavours to award Pre-Provisional Acceptance to Hitachi for the first Class 810 Unit by 1st September 2023, or such other date as may be agreed between the parties to the MSA.	[REDACTED <sup>9</sup> ]

<sup>9</sup> 30 May 2023 (Date of Redactions Approval) CR03953 - 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.

Component	Reference	Commitment Name	Description of key deliverables	Completion date
Train Service Operations	BPC 39	Etches Park Infrastructure Upgrade*	<p>39.1 For the purposes of this Business Plan Commitment:</p> <ul style="list-style-type: none"> <li>(a) <b>"Derby Etches Park Depot"</b> means Etches Park Depot, Deadmans Lane, Derby, DE24 8BS;</li> <li>(b) <b>"Etches Park Infrastructure Upgrades"</b> means:                             <ul style="list-style-type: none"> <li>(i) the upgrade works to the depot building and locality that currently maintains the Class 222 fleet and will be used for servicing and maintenance of the Class 810 fleet (the <b>"Derby Etches Park North Shed Works"</b>); and</li> <li>(ii) the upgrade works to the depot building and locality that currently maintains the Class 170 and Class 180 fleets (the <b>"Derby Etches Park South Shed Works"</b>).</li> </ul> </li> <li>(c) Details of the contents of each <b>"Works Package(s)"</b> are set out in the Fleet Replacement Programme Assumptions Document.</li> </ul> <p>39.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:</p> <ul style="list-style-type: none"> <li>(a) by no later than [REDACTED<sup>10</sup>]:                             <ul style="list-style-type: none"> <li>(i) complete construction, procurement or installation to GRIP 6 (or equivalent) of all the Work Packages (with the exception of the Vehicle Equipment Measurement System (VEMS) Work Package, needed for the completion of the Derby Etches Park North Shed Works; and</li> <li>(ii) deliver completion of the physical (Civils) works to GRIP 6 (or equivalent) of the Vehicle Equipment Measurement System (VEMS) Work Package and any other pre installation preparatory works necessary and possible for the completion of the Derby Etches Park North Works - VEMS;</li> <li>(iii) deliver completion of the physical works to GRIP 6 (or equivalent) of the remaining Work Packages needed for the completion of the Derby Etches Park South Shed Works;</li> </ul> </li> <li>(b) [REDACTED<sup>11</sup>], incur a maximum expenditure which, when added to the previously actual costs incurred in relation to design work, surveys and/or works (as the case may be):                             <ul style="list-style-type: none"> <li>(i) does not exceed [REDACTED<sup>12</sup>] in carrying out the Derby Etches Park North Shed Works; and</li> <li>(ii) does not exceed [REDACTED<sup>13</sup>] in carrying out the Derby Etches Park South Shed Works.</li> </ul> </li> </ul>	[REDACTED <sup>14</sup> ]
Customer and Communities	BPC 40	Customer Information Strategy	<p>40.1 The Operator shall by no later [REDACTED<sup>15</sup>]:</p> <ul style="list-style-type: none"> <li>(b) use all reasonable endeavors to facilitate the installation of the CIS screens by Network Rail and the Operator at the Main Stations and Medium Stations.</li> </ul> <p>40.2 For the purpose of this Business Plan Commitment:</p> <ul style="list-style-type: none"> <li>(a) <b>"CIS"</b> means a digital operational information system (including large mounted screens and totems) which can use any colour and format to provide enhanced customer information and in locations where higher specification displays are installed, can include station safety messages, planned engineering works and disruption information;</li> <li>(b) <b>"Main Stations"</b> means Derby, Nottingham and Sheffield Stations;</li> <li>(c) <b>"Medium Stations"</b> means Beeston, Burton-on-Trent, Chesterfield, Kettering, Lincoln Central, Long Eaton, Loughborough, Mansfield Town, Market Harborough, Narborough, Newark Castle, Stamford and Wellingborough Stations.</li> </ul>	[REDACTED <sup>16</sup> ]

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Customer and Communities	BPC 41	Boston and Skegness Towns Fund schemes	<p>41.1 The Operator will work with the Secretary of State and relevant third-party funders on the Town Deal funded Boston Scheme and Skegness Scheme.</p> <p>41.2 Subject to Paragraph 41.1, the Operator shall use all reasonable endeavours to enter into design and build contracts for each of the Skegness Scheme and Boston Scheme and thereafter comply with its obligations under said contracts.</p> <p>41.3 For the purpose of this Business Plan Commitment:</p> <p>(a) "Boston Scheme" means the upgrade and refurbishment of Boston Railway Station, offering an improved experience to all station visitors and the surrounding community.</p> <p>(b) "Skegness Scheme" means the reconfiguration of Skegness Station to allow for increased prime retail space for commercial offerings and enhancements that improve access routes into the station to help improve links and integration with the surrounding community.</p>	31 March 2024
Customer and Communities	BPC 42	Levelling up Fund	<p>42.1 The Operator shall use all reasonable endeavours to co-operate with Leicester City Council in relation to the use of the "Leicester Levelling Up Fund" at Leicester Station to aid the delivery of the refurbishment of the Station booking hall into a larger space and to provide a new Station entrance.</p> <p>Co-operation shall be aligned with the tri-partite framework agreement entered into between the Operator, Leicester City Council and Network Rail (the "<b>Framework Agreement</b>").</p> <p>This Business Plan Commitment shall be evidenced on an annual basis by the Operator providing the Secretary of State with examples of the minutes from the Operating Steering Groups.</p>	31 March 2024
Environment	BPC 43	Air Quality Monitoring	<p>43.1 The Operator will provide the Secretary of State with a copy of the Annual Air Quality Report agreed with the Rail Safety and Standards Board by no later than 31 January 2024.</p>	31 January 2024

Component	Reference	Commitment Name	Description of key deliverables	Completion date
			<p>43.2 For the purpose of this Business Plan Commitment, "<b>Air Quality Monitoring Network</b>" means the Stations Air Quality Monitoring Network established by the Rail Safety and Standards Board providing a comprehensive and systematic monitoring programme focusing on measuring air quality at train stations across England and Wales.</p>	
Collaboration	BPC 44	First and Last Trains	<p>44.1 The Operator shall use all reasonable endeavours to undertake and share with the Department for Transport a joint report with Network Rail to use demand data to examine opportunities to improve efficiency of overnight engineering access on the Midland Main Line.</p> <p>44.2 The report should detail expected financial impacts to EMR (cost savings and revenue loss) and any potential Network Rail maintenance or engineering access efficiency opportunities alongside any other identified risks or opportunities to help facilitate future decision making.</p>	15 December 2023
Collaboration	BPC 45	Medium/Long Term Strategy for EMR	<p>45.1 The Operator shall use all reasonable endeavours to work with the Department for Transport and Transport for the East Midlands to agree:</p> <p>a) a Draft Medium term (4 year) strategy for East Midlands Railway by 30 September 2023.</p> <p>b) a Draft Long Term (8 year) Strategy by 31 March 2024</p> <p>45.2 The Operator shall use all reasonable endeavours to reach agreement of the Draft strategies between EMR, DfT and Transport for the East Midlands via the quarterly EMR Strategy Steering Group attended by all three parties.</p>	30 September 2023 31 March 2024
Train Service Operations	BPC 46	Future use of Class 170 rolling stock	<p>46.1 The Operator shall present a report by 30 September 2023 to the Department of Transport on proposals to allocate Class 170 rolling stock to operate EMR's Liverpool to Norwich services.</p> <p>46.2 The report should indicate the benefits and risks of such a proposal and a recommendation on whether to take the proposal forward in the June or October 2024 Timetable change.</p>	30 September 2023
Accessibility	BPC 47	Minor Works	<p>47.1 The Operator shall use all reasonable endeavours to complete the installation of third-party remote lift monitoring infrastructure on lifts at the specified locations below by <b>[REDACTED<sup>17</sup>]</b>.</p> <ul style="list-style-type: none"> <li>• Kettering Station - 3 lifts</li> <li>• Chesterfield Station - 2 lifts</li> <li>• Wellingborough Station - 3 lifts</li> </ul>	<b>[REDACTED<sup>18</sup>]</b>

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Train Service Operations	BCP 48	Lincoln Depot Sidings.*	<p>48.1 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:</p> <ul style="list-style-type: none"> <li>(a) by no later than [REDACTED<sup>19</sup>], use all reasonable endeavours to achieve completion of the works equivalent to Grip 6 for the Infrastructure Upgrades at Lincoln Depot Sidings; and</li> <li>(b) Incur a maximum expenditure in relation to such infrastructure upgrades, which does not exceed [REDACTED<sup>20</sup>] in carrying out its obligations under paragraph (a).</li> </ul>	[REDACTED <sup>21</sup> ]
Train Service Operations	BPC 49	Class 158 Refurbishment*	<p>49.1 For the purpose of this Business Plan Commitment:</p> <ul style="list-style-type: none"> <li>(a) "Class 158 Fleet" means the units and vehicles identified as being Class 158 in Table 1 (Original Rolling Stock) of Appendix 1 (The Composition of the Train Fleet) to Chapter 4.3 (The Rolling Stock); and</li> <li>(b) "Class 158 Fleet Refurbishment" means the internal refurbishment to be agreed between the Operator, the Secretary of State and the relevant rolling stock leasing companies for all of the Class 158 Fleet.</li> </ul> <p>49.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (<i>Fleet Replacement Programme and Capital Works Programme</i>) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:</p> <ul style="list-style-type: none"> <li>(a) by no later than [REDACTED<sup>22</sup>] complete Grip 5: Detailed Design for the works required to provide the Class 158 Fleet Refurbishment; and</li> <li>(b) Incur a maximum expenditure in relation to such development and design work, which does not exceed [REDACTED<sup>23</sup>] in carrying out its obligations under paragraph 27.2(a).</li> </ul>	31 March 2024

\*These BPCs are covered by Chapter 7.8 process set out in the NRC.

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<sup>20</sup> 30 May 2023 (Date of Redactions Approval) CR03953 - 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>22</sup> 30 May 2023 (Date of Redactions Approval) CR03953 - 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>23</sup> 30 May 2023 (Date of Redactions Approval) CR03953 - 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.