

**RAIL PUBLIC REGISTER COPY
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Dated 9 May 2022

- (1) The Secretary of State for Transport
- (2) Trenitalia c2c Limited

FINAL BUSINESS PLAN

Collation of Business Plan Commitments

Essex Thameside

Business Plan Commitments [2022 - 2023]

Ref	Leadership, Management & Resourcing
LRM1-001	<p>1.1 The Operator shall procure the undertaking of an independent assessment of the Operator's sustainable procurement and supply strategy against the requirements of ISO 20400 and shall, by not later than 31 March 2023, provide a copy of the independent assessor's report to the Secretary of State.</p>
LMR1-002	<p>2.1 The Operator shall use all reasonable endeavours to obtain ISO 9001 Quality Management System accreditation and shall, by not later than 31 March 2023, provide a copy of the relevant accreditation certificate to the Secretary of State if such accreditation is attained.</p> <p>2.2 The Operator shall, for the remainder (if any) of the Business Plan Year following obtaining ISO 9001 Quality Management System accreditation, maintain ISO 9001 Quality Management System accreditation.</p>
LMR1-003	<p>3.1 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than 31 January 2023 a plan to allow the Operator to work towards Leader level accreditation under the Secretary of State's Inclusive Transport Leaders scheme in future Business Plan Years.</p> <p>3.2 The Operator shall, throughout the second Business Plan Year and (where applicable) future Business Plan Years, in each case subject to:</p> <ul style="list-style-type: none"> a. the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and b. the inclusion of the associated costs in the relevant Cost Budget, <p>implement the agreed plan to obtain Leader level accreditation under the Secretary of State's Inclusive Transport Leaders scheme or (where applicable) take such steps during the term of the National Rail Contract that would allow a Successor Operator to complete the implementation of such agreed plan.</p>
LMR1-004	<p>4.1 Throughout the Business Plan Year, the Operator shall collaborate and work together with Network Rail through Network Rail's Anglia Route Regional Efficiency Board to identify and drive relevant pan-industry cost efficiency initiatives.</p>
LMR1-005	<p>5.1 In this Business Plan Commitment "RM3" means the risk management maturity model used to ensure continuous improvement in safety and "RM3(P)" means the version of RM3 related to train service performance.</p> <p>5.2 The Operator shall by no later than 1 April 2022 ensure that action plans for RM3 and RM3(P) created in the Business Plan Year 2021/22 are made available to relevant staff at the Operator.</p> <p>5.3 Throughout the Business Plan Year, the Operator shall</p> <ul style="list-style-type: none"> a. maintain the action plans for RM3 and RM3(P); and b. subject to the Operator's safety obligations set out in the Safety Regulations (which shall take precedence) implement the actions specified in its action plans for RM3

	and RM3(P).
LMR1-006	<p>6.1 The Operator shall by no later than 30 June 2022 submit a proposal to the Secretary of State which would allow a number of the Operator's Business Employees (to be proposed by the Operator) to participate in the Secretary of State's Connected Leaders programme.</p> <p>6.2 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than 31 October 2022 a participation plan to allow the Operator to allow an agreed number of the Operator's Business Employees to participate in the Secretary of State's Connected Leaders programme.</p> <p>6.3 The Operator shall, subject to:</p> <ol style="list-style-type: none"> a. agreeing the number of people participating in the Secretary of State's Connected Leaders programme; and b. the inclusion of the associated costs in the relevant Cost Budget, <p>commence participation in the Secretary of State's Connected Leaders programme for those people identified under the participation plan agreed under section 6.2 above by no later than 31 October 2023 or (where applicable) take such steps during the term of the National Rail Contract that would allow a Successor Operator to commence such participation by such date.</p>
LMR1-007	<p>7.1 In this Business Plan Commitment "Prince's Trust Get Into Customer Service Programme" means a 2 to 4 week training and work experience programme in conjunction with Princes Trust to help young unemployed persons to develop skills and experience needed for working in a Customer Service Environment, as set out in the Operator's Business Plan for the first Business Plan Year.</p> <p>7.2 The Operator shall use all reasonable endeavours to obtain, by no later than 31 October 2022 acceptance onto the Prince's Trust scheme for the Prince's Trust Get Into Customer Service Programme.</p> <p>7.3 Subject to obtaining acceptance onto the Prince's Trust scheme, the Operator shall by no later than 31 March 2023 provide two fully funded work experience placements for the Prince's Trust Get Into Customer Service Programme.</p> <p>7.4 In the event that the duration of one or both work experience placements is planned to extend beyond 31 March 2023, the Operator shall, subject to:</p> <ol style="list-style-type: none"> a. the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan; and b. the inclusion of the costs in the relevant Cost Budget, <p>continue to offer the placement or placements (as the case may be) for the planned duration.</p>
LMR1-008	<p>8.1 The Operator shall by not later than 31 December 2022 procure the undertaking of an independent cyber security maturity audit against the requirements of security standard ISO27001 and shall, by not later than 31 December 2022, provide a copy of the independent</p>

	assessor's report to the Secretary of State.
LMR1-009	<p>9.1 The Operator shall by no later than 28 February 2023 create an inventory of cyber critical assets related to the provision of the Passenger Services, which shall include equipment that links with devices or networks outside of the Operator's systems and those connected to equipment used by members of the public.</p> <p>9.2 The Operator shall, for the remainder (if any) of the Business Plan Year during which the inventory is created maintain and, where relevant, update such inventory of cyber critical assets.</p>
LMR1-010	10.1 Throughout the Business Plan Year, the Operator shall maintain its Suicide Prevention Plan (as agreed with the British Transport Police) in accordance with the requirements of paragraph 3.2 of Chapter 1.2 of the National Rail Contract.
LMR1-011	11.1 Throughout the Business Plan Year, the Operator shall maintain its Safeguarding Strategy (as agreed with the British Transport Police) in accordance with the requirements of paragraphs 4.4 to 4.7 of Chapter 1.2 of the National Rail Contract.
LMR1-012	<p>12.1 In this Business Plan Commitment "Open Data Champion" means a Business Employee with responsibility for co-ordinating and facilitating requests for data sharing, leading engagement in current and future data sharing forums and providing overall leadership for increasing the focus on data sharing across the Operator's business.</p> <p>12.2 The Operator shall by no later than 1 April 2022 allocate its Head of Data Strategy as its Open Data Champion, to have responsibility for providing clear leadership to drive forward the Operator's open data objectives.</p> <p>12.3 The Operator shall ensure that the role of Open Data Champion continues to be allocated to the Head of Data Strategy or other Business Employee of equivalent standing.</p>
LMR1-013	<p>13.1 The Operator shall take responsible and appropriate measures to embed a culture of data transparency and take action to share data openly with relevant interested parties as well as providing data analysis capabilities both internally and as outputs to wider-industry bodies. The Operator shall:</p> <ol style="list-style-type: none"> a. share relevant data with the Secretary of State, Network Rail, and other rail delivery bodies to support cross-industry strategies and plans; b. participate in the development of industry-level data systems by providing jointly agreed data to relevant and agreed rail industry third parties; and c. make use of industry-wide data and technology standards, to support cross-industry data integration, <p>in each case, as may be reasonably requested (in the context of the funding made available to the Operator) by the Secretary of State.</p> <p>13.2 The Operator shall work with Network Rail with respect to the reciprocal sharing of data for the purposes of developing business cases associated with assessing the viability of future business plan commitments.</p> <p>13.3 Whenever there is an opportunity to amend an existing contract or enter into a new</p>

	<p>contract, the Operator shall use all reasonable endeavours to ensure that the contract terms reasonably and properly facilitate data sharing.</p> <p>13.4 Nothing in this Business Plan Commitment shall require the Operator to take any steps which it reasonably believes could place the Operator in breach of any Data Protection Legislation.</p>
LMR1-014	<p>14.1 In this Business Plan Commitment [REDACTED¹] means a joint operation between the Operator, its security agency and the British Transport Police to deploy specialist security officers on the Operator's Trains and Stations.</p> <p>14.2 The Operator shall throughout the Business Plan Year maintain the enhanced levels of passenger security established [REDACTED²]</p> <p>14.3 The Operator shall throughout the Business Plan Year provide sufficient trained and accredited security staff across its Routes in order to achieve the standards established [REDACTED³]</p>
LMR1-015	<p>15.1 The Operator shall by no later than 30 June 2022 submit a proposal to the Secretary of State for the replacement of the Operator's information technology backup solution with a cloud-based solution.</p> <p>15.2 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than 31 August 2022 a plan for a new cloud-based information technology backup solution to replace the Operator's existing solution and any addition to the Cost Budget to fund the implementation of such solution.</p> <p>15.3 The Operator shall, subject to:</p> <ol style="list-style-type: none"> a. agreeing the required cloud-based information technology backup solution; and b. the inclusion of any additional costs in the relevant Cost Budget to support the cost of the agreed solution, <p>by no later than [REDACTED⁴] complete the replacement of the Operator's information technology backup solution with the agreed cloud-based solution (and, if the term of the</p>

¹ 20 July 2023 (Date of Redactions Approval) CR04024 – 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.

² 20 July 2023 (Date of Redactions Approval) CR04024 – 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.

³ 20 July 2023 (Date of Redactions Approval) CR04024 – 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.

⁴ 20 July 2023 (Date of Redactions Approval) CR04024 – 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

	National Rail Contract ends prior to [REDACTED ⁵] take such steps during the term of the National Rail Contract that would allow a Successor Operator to complete the replacement of such system by such date).
LMR1-016	<p>16.1 The Operator shall by no later than 30 June 2022 submit a proposal to the Secretary of State for the replacement or upgrade of the Operator's information technology server hardware and storage solution.</p> <p>16.2 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than 31 August 2022 a plan setting out those parts of the Operator's information technology server hardware and storage solution which will be upgraded and which parts will be replaced and any addition to the Cost Budget to finance such solution.</p> <p>16.3 The Operator shall, subject to:</p> <ul style="list-style-type: none"> a. agreeing which parts of the Operator's information technology server hardware and storage solution which will be upgraded and which parts will be replaced; b. the inclusion of any additional costs in the relevant Cost Budget to support the cost of the agreed solution, <p>by no later than [REDACTED⁶] complete the replacement of the relevant agreed parts and the upgrade of relevant agreed parts of the Operator's information technology server hardware and storage solution (and, if the term of the National Rail Contract ends prior to [REDACTED⁷], take such steps during the term of the National Rail Contract that would allow a Successor Operator to complete the replacement and upgrade of such relevant agreed parts of the Operator's information technology server hardware and storage solution by such date).</p>

Ref.	People
PEO1-001	<p>1.1 The Operator shall by no later than 31 July 2022 submit a proposal to the Secretary of State relating to the development of the Operator's organisational structure, including with respect to succession planning for key roles and investment in targeted management development of relevant Business Employees.</p> <p>1.2 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than 31 October 2022 a plan for the development of the Operator's</p>

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	<p>organisational structure and targeted management development of Business Employees within the Operator's management structure, including, where appropriate, additional funding within the Cost Budget for the Business Plan Year.</p> <p>1.3 The Operator shall, subject to:</p> <ul style="list-style-type: none"> a. agreeing the targeted management development of relevant Business Employees; and b. the inclusion of any additional costs in the relevant Cost Budget to support the targeted management development of Business Employees, <p>in each case with the Secretary of State, by no later than 31 March 2023 fully implement the agreed management development activities.</p>
PEO1-002	<p>DfT Note: The below text represents the most recently proposed common text for the rail industry. It is acknowledged that this is subject to further review by the DfT in light of additional industry comments.</p> <p>2.1 The Operator shall, by no later than 30 June 2022 (or such other timescales as may be agreed by the Secretary of State and the Operator), submit to the Secretary of State a report which sets out its proposals for implementing reforms to achieve workforce costs reductions and/ or efficiency gains having regard to the recommendations of the task and finish group ("the Workforce Reform Programme Report") as specified by the Secretary of State in accordance with paragraph 2.2.</p> <p>2.2 The Secretary of State shall provide the Operator with a detailed scope for and required format of the Workforce Reform Programme Report on or before 6 April 2022.</p> <p>2.3 This paragraph 2 is without prejudice to paragraph 7 of Chapter 7.7 (Industry Change Projects). It is acknowledged by the Secretary of State that proposals included in the Workforce Reform Programme Report may relate to proposed Industry Change Projects.</p>
PEO1-003	<p>3.1 The Operator shall by no later than 31 March 2023 take on twelve new Train Driver apprentices.</p> <p>3.2 The Operator shall by no later than 31 March 2023 take on three apprentices in roles based in either the Operator's headquarters office or at the Operator's Stations.</p>
PEO1-004	<p>4.1 In this Business Plan Commitment "Train Driver Academy" means the organisation established as the main provider of Train Driver Pre Employment Training for the British railway industry.</p> <p>4.2 Throughout this Business Plan Year, the Operator shall use the Train Driver Academy for all new train driver courses required for its Business Employees who are train drivers.</p>
PEO1-005	<p>5.1 The Operator shall by no later than 31 October 2022 submit a proposal to the Secretary of State for a Learning and Development Strategy which will incorporate guidance from the industry Social Value Competency Framework.</p> <p>5.2 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than 31 January 2023 a plan to allow:</p> <ul style="list-style-type: none"> a. the Operator to implement the agreed Learning and Development Strategy in the

	<p>third Business Plan Year; or</p> <p>b. the Operator to implement the agreed Learning and Development Strategy until the Expiry Date and a Successor Operator to implement such strategy during the remainder of such Business Plan Year.</p>
PEO1-006	6.1 Throughout the Business Plan Year, the Operator shall continue to implement its D&I Strategy in accordance with the requirements of paragraph 1.1(a) of Chapter 1.2 of the National Rail Contract.
PEO1-007	7.1 The Operator shall use all reasonable endeavours to maintain accreditation in the Disability Confident employer scheme and shall, by no later than 31 March 2023, provide evidence of this accreditation to the Secretary of State.
POE1-008	<p>8.1 The Operator shall use all reasonable endeavours to obtain reaccreditation of Investors in People (IIP) Silver level and shall, by no later than 30 September 2022, provide a copy of the relevant accreditation certificate to the Secretary of State.</p> <p>8.2 The Operator shall maintain Investors in People Silver accreditation for the remainder of the second Business Plan Year and during the third Business Plan Year until at least the anniversary of obtaining such accreditation (or, where applicable, take such steps during the term of the National Rail Contract that would allow a Successor Operator to maintain such accreditation until at least such date), subject to the inclusion of the associated costs in the relevant Cost Budget for the third Business Plan Year.</p>

Ref	Collaboration
COL1-001	1.1 Throughout the Business Plan Year, the Operator shall continue to implement relationship "pulse check" surveys undertaken with both Network Rail and the Secretary of State in a form undertaken in the immediately preceding Business Plan Year. Such surveys shall be undertaken not less than once every quarter with each of Network Rail and the Secretary of State.
COL1-002	2.1 The Operator shall use reasonable endeavours to introduce specific collaboration charters with each of Transport for London and the Secretary of State.
COL1-003	<p>3.1 Subject to the provision of reasonable assistance by the Secretary of State to enable the Operator to identify particular lessons learned the Operator shall by no later than 31 May 2022 deliver a report to the Secretary of State identifying lessons learned from the Operator's delivery of its Business Plan for 2021/22 ("Draft Lessons Learned Report").</p> <p>3.2 The Operator shall amend its Draft Lessons Learned Report and provide a suitably updated version of that report to the Secretary of State within one month of receiving any comments from the Secretary of State on the Draft Lessons Learned Report.</p>
COL1-004	4.1 In this Business Plan Commitment " Proposed Collaborative Working Measures " means the measures and actions for improved collaboration between the Operator and Network Rail, which are more particularly set out under "Network Rail Collaboration" in Action Plan 4.1 of the Annual Business Plan (dated 7 March 2022), which can be located at

	<p>this link.</p> <p>4.2 The Operator shall work with Network Rail and use all reasonable endeavours to agree a set of collaborative working measures with Network Rail based on the Proposed Collaborative Working Measures by no later than 31 August 2022.</p> <p>4.3 The Operator shall, by no later than 30 September 2022, submit details to the Secretary of State setting out the collaborative working measures agreed between the Operator and Network Rail based on the Proposed Collaborative Working Measures.</p> <p>4.4 The Operator shall, throughout the remainder of the Business Plan Year implement the collaborative measures detailed under paragraph 4.3.</p>
COL1-005	<p>5.1 The Operator shall use its best endeavours to work with TfL to agree a joint data sharing strategy by 31 August 2022.</p> <p>5.2 The Operator shall, by no later than 30 September 2022, submit a proposal to the Secretary of State setting out details of the Operator's proposed joint data sharing strategy with TfL.</p> <p>5.3 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than 31 October 2022 the joint data sharing strategy that the Operator shall be permitted to undertake with TfL.</p> <p>5.4 The Operator shall, throughout the remainder of the Business Plan Year implement the joint data sharing strategy approved by the Secretary of State under paragraph 5.3.</p>
COL1-006	<p>6.1 In this Business Plan Commitment "Railway Industry Customer Experience Maturity Model" means a framework assessing business capability (with respect to customer experience) against defined levels of maturity in order to drive continuous improvement in rail services for customers.</p> <p>6.2 The Operator shall collaborate with the Secretary of State and the wider railway industry in the development of an industry wide Railway Industry Customer Experience 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.</p>
COL1-007	<p>7.1 The Operator shall, as appropriate throughout the Business Plan Year, engage with London and Continental Railways Limited (LCR), Network Rail and the Secretary of State to investigate the feasibility and business case for residential housing developments at Southend Central and Upminster stations.</p> <p>7.2 Where the Operator is requested to fund any pieces of work in connection with the residential housing developments referred to in paragraph 7.1, the Operator shall submit a proposal to the Secretary of State setting out the relevant work required from the Operator and the associated funding commitment.</p>
COL1-008	<p>8.1 The Operator shall use all reasonable endeavours to obtain ISO 44001 accreditation for collaborative business relationship management and, by no later than 31 March 2023, shall provide a copy of the relevant accreditation certificate to the Secretary of State.</p>

Ref	Train Service Operations
TSO1-001	<p>1.1 In this Business Plan Commitment "Joint Performance Role" means the provision of a single member of staff agreed between the Operator and Network Rail to support the delivery of the joint performance strategy.</p> <p>1.2 The Operator shall:</p> <p>a. throughout the Business Plan Year maintain and operate its joint performance strategy with Network Rail; and</p> <p>b. implement, on or before 30 September 2022, a six month trial of a Joint Performance Role across the respective businesses of the Operator and Network Rail.</p> <p>1.3 The Operator shall provide a report to the Secretary of State within one month of the conclusion of the Joint Performance Role trial setting out the outcomes of the trial and recommendations for future joint performance working between the Operator and Network Rail.</p> <p>1.4 Where the joint performance strategy identifies potential actions to improve performance and subject always to agreement of the matters set out in paragraph 1.5, the Operator shall use all reasonable endeavours to agree with Network Rail, within the timescales set out in the joint performance strategy, which actions should be implemented and by which party.</p> <p>1.5 In respect of actions agreed under paragraph 1.4 which are allocated to the Operator under the joint performance strategy, the implementation of such actions by the Operator shall be subject to:</p> <p>a. the inclusion of the associated costs in the relevant Cost Budget; or</p> <p>b. where the costs are not included in the relevant Cost Budget, the approval of the Secretary of State to an appropriate increase in the relevant Cost Budget.</p> <p>1.6 Where the approval of the Secretary of State is required for additional costs to be provided in the Cost Budget the Operator shall:</p> <p>a. promptly advise the Secretary of State of the required funding;</p> <p>b. use reasonable endeavours to agree with the Secretary of State an appropriate increase in the relevant Cost Budget, together with the relevant timetable for implementing the Operator's actions; and</p> <p>c. as soon as reasonably practicable after agreeing an appropriate increase in the relevant Cost Budget, together with the relevant timetable, implement the Operator's actions and, where requested by the Secretary of State, provide a report on the progress of the Operator's actions.</p>
TSO1-002	<p>2.1 In this Business Plan Commitment "RM3" means the risk management maturity model used to ensure continuous improvement in safety and "RM3(P)" means the version of RM3 related to train service performance.</p> <p>2.2 The Operator shall by no later than 31 July 2022 complete its first RM3(P) assessment (based on information obtained the first Business Plan Year) and provide to the</p>

	Secretary of State a report setting out the Operator's views on the feedback related to such assessment.
TSO1-003	<p>3.1 In this Business Plan Commitment "Depot and Stabling Strategy" means the Operator's plan for stabling and maintaining its rolling stock.</p> <p>3.2 The Operator shall by no later than 30 June 2022 submit its Depot and Stabling Strategy proposal to the Secretary of State. Such strategy shall include details of any existing arrangements with manufacturers for the maintenance and stabling of the Operator's rolling stock.</p> <p>3.3 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than 30 September 2022 the final form of the Depot and Stabling Strategy and any changes required to the relevant Cost Budget connected with the implementation of that strategy.</p> <p>3.4 The Operator shall, throughout the third and, where applicable, future Business Plan Years, subject to:</p> <ul style="list-style-type: none"> a. the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan; and b. the inclusion of the costs in the relevant Cost Budget, <p>maintain the agreed Depot and Stabling Strategy. If the Expiry Date occurs during any particular Business Plan Year contemplated in this Business Plan Commitment, the Operator shall take such steps during the term of the National Rail Contract that would allow a Successor Operator to continue implementing the agreed Depot and Stabling Strategy in accordance with its terms following the expiry of the National Rail Contract.</p>
TSO1-004	4.1 The Operator shall, throughout the Business Plan Year, monitor complaints by passengers relating to the reduction in the level of planned rail replacement bus services and setting out any mitigating actions which might be jointly considered by the Operator and Secretary of State for reducing such complaints.
TSO1-005	<p>5.1 The Operator shall by not later than 30 September 2022 sign up to the Armed Forces Covenant and provide evidence of the same to the Secretary of State.</p> <p>5.2 The Operator shall, for the remainder of the Business Plan Year, use all reasonable endeavours to obtain Silver Award accreditation under the Armed Forces Covenant.</p>

Ref	Customer & Communities
CAC1-001	1.1 Subject to obtaining any necessary consents in relation to a particular element in the programme of improvement works (which the Operator shall use all reasonable endeavours to obtain), the Operator will undertake a programme of improvement works at Barking and Fenchurch Street Stations within the Cost Budget agreed with the Secretary of State for such works. The improvement works to be complete by 31 st March 2023 will include:

	<p>a. At Barking station:</p> <p>(i) Completion of phase two façade works to repair and realign the front elevation of the station façade;</p> <p>(ii) Installation of a new gateline on the left-hand side of the concourse;</p> <p>(iii) Realignment of the RHS gateline, subject to the procurement of this work being affordable within the budget available;</p> <p>(iv) Installation of a Changing Places toilet;</p> <p>(v) Other improvements to include a new power supply to the station, provision of a refurbished Central Equipment Room and control point, and refurbishment of messroom and toilet facilities on platform 1.</p> <p>b. At Fenchurch Street station</p> <p>(i) Installation of glazing to complete phase one of the retail enhancements;</p> <p>(ii) Completion of GRIP stage 5-8 for phase two of the retail enhancements;</p> <p>(iii) Relocation of the help point and control point adjacent to the ticket office;</p> <p>(iv) Subject to termination of the WHSmith retail lease, construction of:</p> <ul style="list-style-type: none"> - control point; - new messroom facilities for retail and driver Business Employees; and - new ticket office windows.
CAC1-002	<p>2.1 The Operator shall implement the following:</p> <p>a. by no later than 31 March 2023 push notification functionality in the Operator's Train Travel mobile application to deliver personalised travel information to our customers during planned and unplanned disruption;</p> <p>b. by no later than 31 March 2023 a software upgrade to improve the Operator's retail channel monitoring to identify incidents and respond to them in a more proactive and timely manner; and</p> <p>c. by no later than 31 March 2023 upgrading the Operator's PICO ticket issuing system so that the Operator can respond to timetable updates more quickly and with fewer errors and failures.</p>
CAC1-003	<p>3.1 It is acknowledged that industry wide marketing initiatives are likely to be developed as part of the implementation process for the railway reform programme consequent upon the Williams-Shapps Plan for Rail. Accordingly, the Operator shall (without prejudice to the other provisions of the NRC):</p> <p>a. engage with RDG regarding its work with industry systems renewals, including (i) Ticket Management System (TMS) enhancements, (ii) Host Or Operator Processing System (HOPS) service replacement and (iii) Rail Availability and Reservation System</p>

	<p>(RARS2) integration;</p> <p>b. engage with the Secretary of State and other industry parties with respect to fares and ticketing initiatives to help recovery from the impact of COVID-19; and</p> <p>c. work with the wider rail industry on the enabling of Smart Media technology and fares flows.</p> <p>3.2 The Operator shall provide the Secretary of State with its proposals for implementing any new reforms arising from the Williams-Shapps Plan for Rail and associated reforms of the national rail system. The actual implementation of such proposals being subject to agreement between the Secretary of State and the Operator on relevant changes to the Operator's Business Plan and Cost Budget.</p>
CAC1-004	<p>4.1 The Operator shall throughout the Business Plan Year (and using the specific budget allocated for this purpose in the Cost Budget for this Business Plan Year) work to deliver a continuous improvement to its customer's digital and station user experience including:</p> <p>a. increasing the percentage of journeys made using Smart Media technology; and</p> <p>b. supporting the transfer of ticket retailing away from the Operator's ticket offices.</p>
CAC1-005	<p>5.1 The Operator shall, by no later than 31 January 2023 install five new ticket vending machines at such locations as are reasonably determined by the Operator.</p> <p>5.2 The Operator shall, by no later than 31 January 2023 relocate not less than four ticket vending machines which are currently located outdoors to an alternative indoor location at the same station at which that ticket vending machine is currently located. Details of the relevant ticket vending machines which have been moved are to be provided by the Operator to the Secretary of State as part of the report provided to the Secretary of State in advance of the first Periodic Finance Review Meeting in the first Quarter immediately following the relocation of such ticket vending machines.</p> <p>5.3 The Operator shall, by no later than 31 December 2022 integrate PayPal payment into its existing digital channels.</p> <p>5.4 The Operator shall, by no later than 31 July 2022 undertake an upgrade of its integrated ticketing system to replace:</p> <p>a. Firefox 32 software with Firefox 64; and</p> <p>b. Windows 7 software with Windows 10.</p>
CAC1-006	<p>6.1 By a date falling three (3) months prior to the expiry of this Business Plan Year, the Operator shall produce a pipeline plan (including estimated costs for the relevant initiatives) in respect of the proposed initiatives to improve the customer experience at Stations including shelters, car park repairs and automatic ticket gates to be implemented during the next following Business Plan Year (the "Station Improvement Plan"). Such proposed initiatives shall be funded from the Operator's (or the Successor Operator's, if the Expiry Date occurs during the course of the Business Plan Year) Station Infrastructure Fund for the next following Business Plan Year.</p> <p>6.2 Initiatives proposed under paragraph 6.1 shall be produced following consultations</p>

	<p>with passengers, potential passengers and local representatives and shall include details of the initiatives, works or proposals the Operator proposes to progress in the relevant Business Plan Year in each case describing any issues raised with the Operator as part of the associated consultation and how the Operator proposes to mitigate such issues.</p> <p>6.3 In consultation with the Secretary of State, the Station Improvement Plan shall prioritise station improvement projects by reference to measures including footfall at relevant locations, safety and the customer environment and in this context the Station Improvement Plan shall rank the proposed improvements by reference to their anticipated benefits. It shall also identify for each proposed improvement likely possessions required and their expected impacts and identify all relevant and foreseeable risks to delivery.</p> <p>6.4 Following production of the Station Improvement Plan, the Secretary of State may, in accordance with paragraph 3 (Annual Business Plan Process) or paragraph 6 (Business Plan Revisions) of Chapter 7.7 (Business Plan) of the National Rail Contract (as the case may be), direct the Operator to implement those parts of that plan as specified in a future business plan commitment (provided in all cases that sufficient funding remains available and has not been allocated to other schemes from the Operator's Station Infrastructure Fund).</p>
CAC1-007	<p>7.1 In this Business Plan Commitment:</p> <ul style="list-style-type: none"> a. "RSSB Social Value Tool" means an online tool developed by RSSB to enable rail operators to monitor and measure the social value of projects and day-to-day operations, and guide investment decisions; and b. "RSSB Social Value Competency Guide" means a document published by RSSB providing a framework to enable railway operator to build competence in social value <p>7.2 The Operator shall by no later than 31 December 2022 undertake all relevant preparatory work, measure and collect performance data in order for the Operator to be able to report against the RSSB Social Value Tool.</p> <p>7.3 The Operator shall by no later than 31 March 2023 publish a Social Value Report which is consistent with the RSSB Social Value Competency Guide, including reporting against the competencies identified in the RSSB Social Value Competency Guide and conforming with any other reasonable requirements that the Secretary of State may specify. A copy of the Social Value Report shall be provided to the Secretary of State at the time of its publication.</p>
CAC1-008	<p>8.1 The Operator shall undertake a Stakeholder survey on the satisfaction of Stakeholders with their engagement with the Operator and provide to the Secretary of State by no later than 30 November 2022 a report on the Operator's findings from the survey and any proposed actions to improve Stakeholder engagement.</p> <p>8.2 Where agreed between the Operator and the Secretary of State, the Operator shall include within the Annual Business Plan for the subsequent Business Plan Year its proposed actions to improve Stakeholder engagement.</p>

CAC1-009	<p>9.1 In this Business Plan Commitment "Station Social and Commercial Development Plan" means the Operator's plan for utilising space at its Stations for community use.</p> <p>9.2 The Operator shall by no later than 31 October 2022 submit a proposal to the Secretary of State setting out the Operator's recommendations of its Station Social and Commercial Development Plan.</p> <p>9.3 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than 31 January 2023 a plan to allow the Operator (or, where applicable, a Successor Operator) to implement the Station Social and Commercial Development Plan in the third Business Plan Year.</p> <p>9.4 The Operator shall, throughout the third and future Business Plan Years, subject to:</p> <ul style="list-style-type: none"> a. the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan; and; b. subject to the inclusion of the associated costs in the relevant Cost Budget, <p>implement the agreed plan to implement the Station Social and Commercial Development Plan or (where applicable) take such steps during the term of the National Rail Contract that would allow a Successor Operator to complete the implementation of such agreed plan.</p>
CAC1-010	<p>10.1 In this Business Plan Commitment "Customer and Communities Investment Fund" means a fund held by the Operator (currently set at [REDACTED⁸]) which is available as a source of funding for schemes proposed by customers and Stakeholders to improve the customer experience.</p> <p>10.2 The Operator shall by no later than 31 March 2023 implement the plan agreed in the immediately preceding Business Plan Year for utilising the Customer and Communities Investment Fund.</p> <p>10.3 On or before 28 February 2023, the Operator shall undertake consultations with passengers, potential passengers and local representatives (relating to improving customer experience) in respect of the third Business Plan Year.</p> <p>10.4 On or before the last day of the period specified in 10.3 the Operator shall provide the Secretary of State details of initiatives, works or proposals (each a "CCIF Scheme") it proposes to progress in the relevant period, in each case including any issues raised as part of the consultation under paragraph 10.3 and how the Operator proposes to mitigate such issues. (the "CCIF Scheme Proposal").</p> <p>10.5 In relation to the CCIF Scheme Proposal referred to in paragraph 10.4, the Secretary of State acknowledges and agrees that implementation by the Operator of some or all of the elements of a particular CCIF Scheme may continue beyond 31 March 2023.</p>

⁸ 20 July 2023 (Date of Redactions Approval) CR04024 – 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

CAC1-011	<p>11.1 In this Business Plan Commitment "Community Use Stations" means the stations situated at Ockendon, Shoeburyness, Southend Central and Westcliff.</p> <p>11.2 The Operator shall by no later than 30 September 2022 undertake stakeholder engagement with public sector partners, local authorities and local communities to identify potential uses for areas at the Community Use Stations.</p> <p>11.3 The Operator shall by no later than 30 November 2022 undertake a feasibility study at each of the Community Use Stations to:</p> <ul style="list-style-type: none"> a. understand any potential constraints connected with the use of those particular areas for the potential uses identified as part of the stakeholder engagement; b. clarify the impact of those constraints on cost, programme and delivery; and c. Identify any potential opportunities to generate renewable energy and/or increase resource efficiency at that station. <p>11.4 The Operator shall by no later than 31 January 2023 submit a proposal to the Secretary of State setting out the Operator's findings and recommendations on the option(s) to progress.</p> <p>11.5 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than 28 February 2023 a plan and relevant Cost Budget to allow the Operator to undertake the relevant works at the agreed Community Use Station(s).</p> <p>11.6 The Operator shall, throughout the remainder of the second and future Business Plan Years, 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 implement the agreed plan to undertake the relevant works at the agreed Community Use Station(s) or (where applicable) take such steps during the term of the National Rail Contract that would allow a Successor Operator to complete the implementation of such agreed plan.</p>
CAC1-012	<p>12.1 In this Business Plan Commitment "One Team Contact Structure" means the arrangements established by the Operator in the previous Business Plan Year to manage performance and station operations at Stations shared with other operators.</p> <p>12.2 Throughout the Business Plan Year, the Operator shall continue to collaborate with relevant Stakeholders to deliver the One Team Contact Structure for the benefit of the customers who use stations where the One Team Contract Structure operates.</p>

Ref	Accessibility
ACC1-001	<p>1.1 The Operator shall throughout the Business Plan Year undertake engagement with disabled people and their representative organisations through the c2c-Greater Anglia Accessibility Panel ("Accessibility Panel") to identify barriers to use of the railway.</p> <p>1.2 Where the Accessibility Panel identifies a specific barrier or barriers to use of the railway which may be resolved by an action or actions undertaken by the Operator, the Operator shall develop plans to:</p>

	<p>a. address such barrier(s) to the use of the railway identified through such Accessibility Panel, and</p> <p>b. suggest ways for improving journey opportunities and facilitating spontaneous travel,</p> <p>and submit such plans to the Secretary of State.</p>
ACC1-002	<p>2.1 In this Business Plan Commitment:</p> <p>a. "Minor Works Budget" means the budget used to implement Minor Works proposals and which is set [REDACTED⁹] for the Business Plan Year; and</p> <p>b. "Minor Works" may include improvements to Stations and/or the implementation of software or applications or systems that people can use.</p> <p>2.2 The Operator shall, by no later than the end of the third Reporting Period in the Business Plan Year, submit a proposal to the Secretary of State setting out the Operator's recommendations for Minor Works to be financed from the Minor Works Budget during the Business Plan Year. Such proposals must comply with the standards set out in the "Design Standards for Accessible Railway Stations: A Code of Practice by the Department for Transport and Transport Scotland".</p> <p>2.3 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than two months after submitting such proposals, a plan and relevant Cost Budget to allow the Operator to undertake the relevant Minor Works within the Business Plan Year to which this Business Plan relates.</p>
ACC1-003	<p>3.1 In this Business Plan Commitment "National Accessibility Audit" means the Secretary of State's audit of the accessibility of railway stations in Great Britain.</p> <p>3.2 Throughout the Business Plan Year, the Operator shall use all reasonable endeavours to support the collection of relevant data to facilitate the National Accessibility Audit.</p> <p>3.3 Where the National Accessibility Audit identifies any requirements to take immediate steps to remedy the issue identified and the Operator is not already obliged to undertake such steps as a Good and Efficient Operator or such steps are not already obligatory under the National Rail Contract, the Operator shall provide an action plan to the Secretary of State for such remedial works to implement actions to remedy the issue identified.</p> <p>3.4 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than two months after submitting such proposals, a plan and relevant Cost Budget to allow the Operator to implement the relevant remedial actions as may be agreed by the Operator and the Secretary of State.</p>

⁹ 20 July 2023 (Date of Redactions Approval) CR04024 – 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>3.5 The Operator shall, throughout the second and future Business Plan Years, subject to:</p> <ul style="list-style-type: none"> a. the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan; and b. the inclusion of the associated costs in the relevant Cost Budget. <p>implement the agreed plan to implement the agreed actions or (where applicable) take such steps during the term of the National Rail Contract that would allow a Successor Operator to complete the implementation of such agreed plan.</p>
ACC1-004	<p>4.1 In this Business Plan Commitment "Accessibility Champion" means a Business Employee with responsibility to co-ordinate and lead engagement in managing accessibility issues for disabled people.</p> <p>4.2 The Operator shall by no later than 1 April 2022 allocate its Commercial Director as its Accessibility Champion, to have responsibility for providing clear leadership to drive forward the Operator's accessibility objectives.</p> <p>4.3 The Operator shall ensure that the role of Accessibility Champion continues to be allocated to the Commercial Director or other Business Employee of equivalent standing.</p>
ACC1-005	<p>5.1 In this Business Plan Commitment "WCAG 2.0" means guidelines for making content on websites more accessible to people with disabilities.</p> <p>5.2 Throughout the Business Plan Year, the Operator shall ensure that it follows the WCAG 2.0 guidelines to ensure that the delivery of information on its website is inclusive and accessible for of the Operator's passengers.</p>
ACC1-006	<p>6.1 The Operator shall, on a quarterly basis, report to the Secretary of State high level details of:</p> <ul style="list-style-type: none"> a. any new communications material produced to support customer awareness and Business Employee engagement in connection with Passenger Assistance; b. any new steps taken to ensure that accessibility-specific information is integrated with other information disseminated via the Operator's social media feeds, website, and customer relations team; c. any updated brand design guidelines and design format to make content across all formats as inclusive as possible for all customers; and d. the implementation of disability language guidance within the Operator's business to ensure all Business Employees use the correct language and readable fonts in internal company-wide communications.

Ref	Revenue & Growth
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REV1-001	<p>1.1 The Operator shall, throughout the Business Plan Year, work collaboratively with the Great British Railways Transition Team Passenger Revenue and Marketing team on the development of national-level insights into, and analysis of, revenue drivers and trends.</p>
REV1-002	<p>2.1 In respect of each Fares Setting Round, the Operator shall promptly, following the relevant milestone in that Fares Setting Round, provide written confirmation to the Secretary of State that it has:</p> <ul style="list-style-type: none"> a. planned and b. thereafter implemented, <p>the relevant Fares in accordance with the requirements of the Fares Plan agreed with the Secretary of State within this Business Plan, or as may otherwise be agreed with the Secretary of State during the course of the Business Plan Year.</p>
REV1-003	<p>3.1 In this Business Plan Commitment "Marketing Plan" means the measures and actions for generating travel demand and encouraging customers to shift to using digital channels, which are more particularly set out under "Marketing" in Action Plan 8.1 of the Annual Business Plan (dated 7 March 2022), which can be located at this link.</p> <p>3.2 The Operator shall by no later than 30 September 2022 commission econometric modelling to measure the effectiveness of the Operator's delivery of the Marketing Plan for the current Business Plan Year, including establishing the financial return on the Operator's investment in marketing.</p> <p>3.3 The Operator shall by no later than 28 February 2023 submit a report to the Secretary of State setting out the initial conclusions of the econometric modelling and any changes that the Operator proposes to make to the Marketing Plan, it being acknowledged by the Operator and the Secretary of State that the return on investment for the full Business Plan Year will be calculated beyond the end of the same Business Plan Year.</p>
REV1-004	<p>4.1 The Operator shall, where such matter is being considered by the national rail industry during this Business Plan Year, undertake engagement with the national rail industry regarding the development of a new national approach to branding for the railway.</p> <p>4.2 In the event that the Secretary of State requests a proposal for the application of new branding to those assets under the control of the Operator, the Operator shall use reasonable endeavours to agree with the Secretary of State by no later than two months after submitting such proposal(s) a plan and relevant Cost Budget to allow the Operator to undertake the relevant works to apply new branding to those assets under the control of the Operator. The proposals may set out details of any necessary consents that the Operator would need to obtain from the owner(s) of such assets to apply the new branding so such assets.</p> <p>4.3 The Operator shall, throughout the remainder of the Business Plan Year and in the third Business Plan Year, subject to:</p> <ul style="list-style-type: none"> a. the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and

	<p>b. the inclusion of the costs in the relevant Cost Budget; and</p> <p>c. the Operator obtaining any necessary consents of the owner(s) of such assets to which the new branding is to be applied (and the Operator shall use all reasonable endeavours to obtain any such necessary consents),</p> <p>implement the agreed plan to undertake the relevant works to apply new branding to those assets under the control of the Operator or (where applicable) take such steps during the term of the National Rail Contract that would allow a Successor Operator to complete the implementation of such agreed plan.</p>
REV1-005	<p>5.1 During this Business Plan Year, the Operator shall use its reasonable endeavours to enter into a commercial agreement [REDACTED¹⁰] for the installation and operation of delivery lockers at certain Stations operated by the Operator.</p>
REV1-006	<p>6.1 In addition to its obligations under paragraph 1 of Chapter 8.1 of the National Rail Contract, the Operator shall by no later than 30 June 2022 undertake a Ticketless Travel Survey, the specific timing of the survey to be agreed between the Operator and the Secretary of State, each acting reasonably.</p> <p>6.2 The Operator shall by no later than 31 October 2022 submit a report to the Secretary of State setting out the results of the Ticketless Travel Survey and proposals to reduce the Ticketless Travel Rate.</p> <p>6.3 The Operator shall use reasonable endeavours to agree with the Secretary of State by no later than two months after submitting such proposal(s) a plan and adjustments to the relevant Cost Budget to allow the Operator to undertake the relevant actions agreed by the Operator and the Secretary of State to reduce the Ticketless Travel Rate.</p> <p>6.4 The Operator shall, throughout the remainder of the Business Plan Year and in the third Business Plan Year, subject to:</p> <p>a. the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan; and</p> <p>b. the inclusion of the costs in the relevant Cost Budget,</p> <p>implement the agreed plan to reduce the Ticketless Travel Rate or (where applicable) take such steps during the term of the National Rail Contract that would allow a Successor Operator to complete the implementation of such agreed plan.</p>

Rev	Environment & Sustainability
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ENV1-001	<p>1.1 The Operator shall, by no later than 18 July 2022, appoint a specialist contractor to begin the development of science-based targets to reach total decarbonisation of the Operator's business by 2050.</p> <p>1.2 The Operator shall, by no later than 30 September 2022, submit to the Secretary of State the Operator's initial plans for a strategic approach to decarbonisation. Such initial plans may, where appropriate, be supplemented with further information arising from the work of the specialist contractor appointed under paragraph 1.1,</p> <p>1.3 The Operator shall use reasonable endeavours to develop and agree with the Secretary of State by no later than 28 February 2023 the final form of the Operator's strategic approach and roadmap setting out a long term pathway towards total decarbonisation of the Operator's business by 2050, together with any associated adjustments to the Cost Budget for this Business Plan Year and (where the Cost Budget has been agreed for any future Business Plan Year) any adjustments to the Cost Budget for such future Business Plan Year.</p> <p>1.4 Subject to reaching an agreement with the Secretary of State under paragraph 1.3 above, the Operator shall commence the implementation of the agreed decarbonisation strategy in accordance with its terms.</p> <p>1.5 The Operator shall, throughout the remainder of the second Business Plan Year and in future Business Plan Years, implement the agreed decarbonisation strategy or (where applicable) take such steps during the term of the National Rail Contract that would allow a Successor Operator to complete the implementation of such agreed decarbonisation strategy subject to:</p> <ul style="list-style-type: none"> a. the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan; and b. the inclusion of the costs in the relevant Cost Budget.
ENV1-002	<p>2.1 For the purposes of this Business Plan Commitment "Air Monitoring Station" means an Operator Station selected by RSSB for the purposes of monitoring air quality.</p> <p>2.2 During the Business Plan Year the Operator shall fully and effectively cooperate with RSSB to design and implement an air quality monitoring network (the "Air Quality Monitoring Network"), such network to involve:</p> <ul style="list-style-type: none"> a. the Operator providing access to the Air Monitoring Stations for the purposes of allowing RSSB to fit air quality monitoring equipment; b. allowing reasonable access to RSSB at each Air Monitoring Station in order to maintain and replace such air quality monitoring equipment from time to time; and; c. utilising the data obtained from such air quality monitoring equipment in order to agree with RSSB and the Secretary of State targets for the reduction in air pollution over the remainder of the Contract Term. <p>2.3 By no later than 31 March 2023, the Operator shall, working with RSSB, use all reasonable endeavours to develop an approach to improving air quality (the "Air Quality Plan"). The Air Quality Plan shall include:</p>

	<p>a. approach to establishing baseline air quality data;</p> <p>b. agreed priorities and potential mitigations; and</p> <p>c. targets to improve air quality aligned to agreed industry-wide approach and/or policy.</p> <p>2.4 The Operator shall throughout the third and future Business Plan Years, 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 implement the agreed Air Quality Plan or (where applicable) take such steps during the term of the National Rail Contract that would allow a Successor Operator to complete the implementation of such agreed Air Quality Plan.</p>
ENV1-003	<p>3.1 The Operator shall, by no later than 31 March 2023, install at three Stations (to be identified by the Operator) additional photovoltaic cell panels ("PV Panels") (which shall be in addition to any commitment in earlier Business Plans to install photovoltaic cell panels).</p> <p>3.2 The PV Panels shall use a standard design and the Operator shall select such design with the intention of reducing installation costs.</p> <p>3.3 The Operator shall provide quarterly reports to the Secretary of State on the Operator's progress in installing the PV Panels including a high level summary of the technical surveys at the relevant Stations and, where applicable, any reasons for changing the location of the relevant Stations at which the PV Panels were proposed to be installed.</p>
ENV1-004	<p>4.1 The Operator shall, by no later than 31 July 2022:</p> <p>a. use all reasonable endeavours to obtain any relevant consents from the owners of its Class 357 Units and from Network Rail for the operational use of light emitting diode ("LED") lighting on such Class 357 Units; and</p> <p>b. install on two Class 357 Units LED lighting units in place of conventional lighting.</p> <p>4.2 The Operator shall operate the trains with LED lighting for a minimum of 4 Reporting Periods during which time it will collate data on lux levels and any power consumption improvements delivered.</p> <p>4.3 Within one month of the end of the fourth Reporting Period after the start of the trial, the Operator shall provide a report to the Secretary of State on the outcome of the trial and providing costed options for the installation of LED lighting across the remainder of the Class 357 fleet.</p>