

**RAIL PUBLIC REGISTER COPY
REDACTED IN ACCORDANCE WITH FOIA 2000**

Dated

14 June 2022

- (1) The Secretary of State for Transport
- (2) First Greater Western Limited

FINAL BUSINESS PLAN

Collation of Business Plan Commitments

Great Western

Business Plan Commitments 2022-2023

GREAT WESTERN NATIONAL RAIL CONTRACT

BUSINESS PLAN COMMITMENTS

TABLE OF CONTENTS

PART 1: LEADERSHIP, MANAGEMENT AND RESOURCING..... 1

1. INCLUSIVE TRANSPORT LEADERS 1

2. CONNECTED LEADERS PROGRAMME 1

3. QUALITY MANAGEMENT SYSTEM 2

4. ISO20400 2

5. POLICE COMMUNITY SUPPORT OFFICERS3

6. SECURITY INFORMATION AND EVENT MANAGEMENT 4

7. CYBER SECURITY ASSESSMENTS5

8. OPEN DATA CHAMPION5

9. CROSS-INDUSTRY DATA SHARING5

PART 2: PEOPLE7

1. [REDACTED]7

2. INVESTORS IN PEOPLE ACCREDITATION7

3. SOCIAL VALUE7

4. DISABILITY CONFIDENT EMPLOYER SCHEME 8

5. TD ACADEMY PLAN 8

6. D&I STRATEGY10

7. STAFF ACCOMMODATION IMPROVEMENTS 15

APPENDIX TO PART 216

PART 3: COLLABORATION19

1. JOINT REVIEW OF PRIORITY FUNCTIONS19

2. NOT USED 20

3. ONE TEAM STATIONS INITIATIVE 20

4. HOUSING DEVELOPMENT PROPOSALS21

5. [REDACTED] 22

6. CUSTOMER EXPERIENCE MATURITY MODEL 22

PART 4: TRAIN SERVICE OPERATIONS 23

BUSINESS PLAN COMMITMENTS 23

1. OPERATIONAL PLANNING – OPENING OF OLD OAK COMMON STATION 23

2. FUTURE FLEET AND DEPOT PROPOSAL..... 26

3. NOT USED 28

4. TRAIN CREW - SEVEN DAY RAILWAY..... 28

5. CLASS 16X REMOTE CONDITION MONITORING PROPOSAL 29

6. FAST CHARGING INFRASTRUCTURE / BATTERY TRAIN..... 30

7. EXPENDITURE ON INTELLIGENT HEATING AND LIGHTING CONTROLS AT DEPOTS 30

8. TRACK WORKER SAFETY 31

9. CAPACITY/DEMAND REVIEW 32

10. MAY 23 TIMETABLE STRATEGY..... 32

PART 5: CUSTOMER AND COMMUNITIES 34

1. BRISTOL & SOUTH WALES - ACCOUNT BASED TICKETING SOLUTION 34

2. INFORMATION MATURITY AUDIT 34

3. ONLINE CUSTOMER PANEL SESSIONS35

4. INTEGRATED TRANSPORT PROJECTS35

5. STREAMLINING OPTIONS FOR CLAIMING DELAY REPAY COMPENSATION35

6. CUSTOMER EXPERIENCE TRAINING COURSES..... 36

7. STAKEHOLDER SATISFACTION 36

8. COMMUNITY FUND.....37

9. ARMED FORCES COVENANT 38

PART 6: ACCESSIBILITY..... 40

1. JOINT DIVERSITY IMPACT ASSESSMENT PROCESS..... 40

2. ACCESSIBILITY PANEL 40

3. MINOR WORKS 40

4. TACTILE PAVING AT STATIONS.....41

5. ACCESSIBLE SHUTTLE BUS AT ST ERTH41

6. INCLUSIVE TRANSPORT LEADERS41

7. SOCIAL MEDIA PLAN 42

PART 7: REVENUE..... 43

- 1. SPLIT TICKETING MITIGATION PLAN 43
- 2. MARKETING PLAN 43
- 3. DIGITAL ADVERTISING REVIEW 43
- 4. IET ADVERTISING REVIEW 44
- 5. TFW PENALTY FARE SCHEME 45
- PART 8: ENVIRONMENT AND SUSTAINABILITY 46
 - 1. DECARBONISATION ROADMAP STRATEGY 46
 - 2. CLIMATE CHANGE RISK ASSESSMENT METHODOLOGY47
 - 3. SUSTAINABILITY, ENVIRONMENTAL AND SOCIAL VALUE TRAINING47
 - 4. SINGLE-STREAM WASTE SEGREGATION47
- PART 9: OTHER BUSINESS PLAN COMMITMENTS 49
 - 1. IDENTIFICATION OF BUDGET TO FUND PRIORITIES AND OTHER COMMITTED OBLIGATIONS FROM THE PREVIOUS AGREEMENT 49

GREAT WESTERN NATIONAL RAIL CONTRACT

BUSINESS PLAN COMMITMENTS

PARTS 1 - 9

Notes:

- *In accordance with and subject to paragraph 8 of Chapter 7.7 (Business Plan) of the National Rail Contract, the Business Plan Commitments are subject to the provisions of and shall be interpreted in accordance with the National Rail Contract and in the event of any conflict between the National Rail Contract and any Business Plan Commitment, the provisions of the National Rail Contract shall prevail.*
- *The information set out in the column of each table in Parts 1 to 9 (inclusive) headed “BPC delivery date(s)” is intended to be for guidance purposes only and to assist the Parties in managing the delivery of the Business Plan Commitments but does not, for the avoidance of doubt, form part of the Business Plan Commitments themselves. If there is any conflict between the information set out in the column headed “BPC delivery date(s)” and the information in the column headed “Business Plan Commitments”, the information set out in the column headed “Business Plan Commitments” shall prevail.*

Part 1: Leadership, Management and Resourcing

Commitment ID Number	Business Plan Commitments	BPC delivery date(s)
[2.1-A]	<p>1. Inclusive Transport Leaders</p> <p>1.1 The Operator shall apply for ‘Inclusive Transport Committed’ level accreditation under the ‘Inclusive Transport Leaders Scheme’ by no later than 9 December 2022.</p>	<p>Apply for accreditation – 9 December 2022</p>
[2.2-A]	<p>2. Connected Leaders Programme</p> <p>2.1 The Operator shall nominate one (1) Business Employee of appropriate seniority to commence the Connected Leaders Programme during the first Contract Year and shall take all steps as are necessary to register such proposed nomination with the organisers of the Connected Leaders Programme.</p> <p>2.2 In this paragraph 2, “Connected Leaders Programme” means the rail industry collaboration programme which seeks to bring together leaders from all parts of the rail sector for the purposes of:</p>	<p>Nominate employee – first Contract Year</p>

Commitment ID Number	Business Plan Commitments	BPC delivery date(s)
	<ul style="list-style-type: none"> (a) identifying shared challenges; (b) collaborating to drive systematic improvement across the sector for the benefit of the customer; (c) develop insights into how the rail industry works; and (d) building a trusted network of peers, <p>in each case as more particularly described at the date of the Contract at: www.connected-leaders.co.uk.</p>	
[2.1-B]	<p>3. Quality Management System</p> <p>3.1 The Operator shall undertake a review of its existing quality management systems to assess whether there are operational efficiencies or other benefits which could be delivered by rationalising such quality management systems into a consolidated quality management system and shall provide a report (the “QMS Report”) to the Secretary of State by no later than 9 December 2022 setting out the Operator’s proposals in relation to the same, including timescales and dependencies for implementation of the proposals set out in the QMS Report.</p> <p>3.2 The Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) or paragraph 6 (<i>Business Plan Revisions</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract (as the case may be), direct the Operator to implement the proposals set out in the QMS Report as a specified future business plan commitment.</p> <p>3.3 In this paragraph 3, “QMS Report” has the meaning given to it in paragraph 3.1.</p>	<p>Provide QMS Report – 9 December 2022</p>
[2.3-A]	<p>4. ISO20400</p> <p>4.1 The Operator shall by no later than 9 December 2022 develop and provide to the Secretary of State:</p> <ul style="list-style-type: none"> (a) a sustainable procurement strategy; and (b) a ranking of where efforts in relation to the sustainable procurement strategy should be prioritised with a view to maximising sustainability outcomes in a manner consistent with the Operator acting at all times as a Good and Efficient Operator in relation to such matters, 	<p>Provide sustainable procurement strategy (with prioritisation) – 9 December 2022</p>

Commitment ID Number	Business Plan Commitments	BPC delivery date(s)
	<p>in each case for the purposes of evidencing the Operator’s progress towards achieving compliance with ISO20400.</p> <p>4.2 In this paragraph 4, “ISO20400” means ISO20400:2017 the standard that is set by the International Organisation for Standardisation which provides guidance on the integration of sustainability within procurement, or any equivalent standard which is generally recognised as having replaced it.</p>	
[2.3-B]	<p>5. Police Community Support Officers</p> <p>5.1 The Operator shall use all reasonable endeavours to implement an enhanced EPSA to provide an additional seven (7) Police Community Support Officers for the British Transport Police in the first Contract Year in accordance with paragraph 5.2.</p> <p>5.2 The Police Community Support Officers referred to in paragraph 5.1 shall be required to support the following Station locations:</p> <ul style="list-style-type: none"> (a) Truro; (b) Plymouth; (c) Exeter; (d) Taunton; (e) Weston-super-Mare; and (f) Gloucester, <p>subject in each case to:</p> <ul style="list-style-type: none"> (i) such temporary adjustment(s) to the deployment arrangements specified above as the DReS and the British Transport Police ‘C Division Western Superintendent’ (or equivalent role) may agree in order to take account of changes in operations (for example during major engineering works or major events) from time to time; 	<p>Implement enhanced EPSA – first Contract Year</p>

Commitment ID Number	Business Plan Commitments	BPC delivery date(s)
	<p>(ii) such adjustment(s) to the deployment arrangements specified above as is required to take account of the introduction into operation of any new Station; and/or</p> <p>(iii) such permanent adjustment(s) to the deployment arrangements specified above as the Secretary of State may agree, on written application from the Operator, following a review of prevailing crime statistics between the DReS and the British Transport Police ‘C Division Western Superintendent’ (or equivalent role).</p> <p>5.3 In this paragraph 5:</p> <p>(a) “DReS” means the Operator’s ‘Director Responsible for Security’, a role required to be fulfilled by a Business Employee pursuant to the conditions of the National Railways Security Programme;</p> <p>(b) “EPSA” means an “Enhanced Policing Service Agreement”, being an agreement between the British Transport Police Authority and the Operator for the provision of additional British Transport Police personnel to be deployed on the network in addition to the deployment level set out in the “Policing Service Agreement” between the British Transport Police Authority and the Operator dated 24 April 2020 for the provision of police services; and</p> <p>(c) “National Railways Security Programme” means the programme of the same name delivered by the ‘Land Transport Security’ (LTS) team in the Department for Transport.</p>	
[2.3-C]	<p>6. Security Information and Event Management</p> <p>[REDACTED¹]</p>	<p>[REDACTED²] - REDACTED³]</p>

¹ 31 January 2023 (Date of Redactions Approval) CR03748 - 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 31 January 2023 (Date of Redactions Approval) CR03748 - 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 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

Commitment ID Number	Business Plan Commitments	BPC delivery date(s)
[2.4-A]	<p>7. Cyber Security Assessments</p> <p>7.1 The Operator shall complete [REDACTED⁴] supplier cyber security assessments by no later than [REDACTED⁵] for the purpose of demonstrating the Operator’s compliance with the NIS Regulations 2018. At the request of the Secretary of State, the Operator shall share the results of the cyber security assessments with the Secretary State.</p> <p>7.2 It is acknowledged that the Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract, propose the applicability of a business plan commitment equivalent to paragraph 7.1 in future Contract Years.</p>	<p>Complete [REDACTED⁶] security assessments – [REDACTED⁷]</p>
[2.4-B]	<p>8. Open Data Champion</p> <p>By no later than 16 September 2022 the Operator shall nominate a Business Employee of an appropriate grade (to be given the title “Open Data Champion”) to lead the Operator’s approach to data sharing, including pursuant to and in the context of the matters referred to in paragraph 9 (<i>Cross-Industry Data Sharing</i>).</p>	<p>Nominate employee – 16 September 2022</p>
[2.1-A]	<p>9. Cross-Industry Data Sharing</p> <p>9.1 The Operator shall throughout the first Contract Year implement 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 within the Operator’s business and as outputs to wider-industry bodies. The Operator shall proactively:</p> <p>(a) share relevant data with the Secretary of State, Network Rail, and other rail delivery bodies to support joint decision-making capability and cross-industry strategies and plans;</p>	<p>Implement measures for data sharing – throughout first Contract Year</p>

⁴ 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

⁵ 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

⁶ 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

⁷ 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

Commitment ID Number	Business Plan Commitments	BPC delivery date(s)
	<p>(b) participate in the development of industry-level data systems and new technologies by providing jointly agreed data to relevant and agreed rail industry third parties; and</p> <p>(c) make use of industry-wide data and technology standards, to support cross-industry data integration, and in any event as the Secretary of State may direct from time to time.</p> <p>9.2 If the Operator is amending an existing contract or entering into a new contract that includes the provision of data that may be relevant to interested industry-wide bodies, the Operator shall use all reasonable endeavours to ensure (subject to first establishing the availability of funding in the Cost Budget to meet any incremental additional costs resulting from the delivery of the outcomes envisaged by this paragraph 9.2 in the context of any particular contract) that the contract terms reasonably and properly facilitate data sharing.</p>	

Part 2: People

Commitment Name	Business Plan Commitments	BPC delivery date(s)
[3.1-A]	1. [REDACTED ⁸]	Submit report – [REDACTED⁹]
[3.2-A]	<p>2. Investors in People Accreditation</p> <p>2.1 Throughout the first Contract Year the Operator shall maintain all ‘Investors in People’ accreditations which it holds as at the Start Date and shall use all reasonable endeavours to maintain such accreditations at ‘gold’ level.</p> <p>2.2 It is acknowledged that the Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract, propose the applicability of a business plan commitment equivalent to paragraph 2.1 in future Contract Years.</p>	Maintain accreditation – throughout first Contract Year
[6.2-A]	<p>3. Social Value</p> <p>3.1 The Operator shall notify the Secretary of State as soon as reasonably practicable following receipt of notice from RSSB that the revised master tool comprising part of RSSB’s ‘Common Social Impact Framework’ has been published (the “Publication Notice”).</p> <p>3.2 By no later than the date falling four (4) Reporting Periods after the Operator’s receipt of a Publication Notice the Operator shall:</p> <p>(a) undertake all required preparatory work to enable the Operator to measure and report performance against the RSSB’s ‘Common Social Impact Framework’; and</p> <p>(b) publish a Social Value Report including via such channels as the Secretary of State may specify.</p>	<p>Inform SoS as soon as reasonably practicable following receipt of Publication Notice.</p> <p>Undertake activities referred to in paragraph 3.2 – by no later than 4 Reporting</p>

⁸ 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

⁹ 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>3.3 In this paragraph 3, “Social Value Report” means a report containing the following information:</p> <ul style="list-style-type: none"> (a) an overview of the progress the Operator has made to delivering a positive social impact; and (b) 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. 	<p>Periods after receipt of a Publication Notice</p>
[3.3-A]	<p>4. Disability Confident Employer Scheme</p> <p>4.1 The Operator shall:</p> <ul style="list-style-type: none"> (a) develop an action plan setting out the steps to be taken by the Operator to enable it to progress from Level 1 to Level 2 of the ‘Disability Confident Employer Scheme’; and (b) submit such action plan to the Secretary of State by no later than 9 December 2022, <p>and shall do so in a manner consistent with the potential incorporation of the outputs of such action plan in the draft Business Plan to be submitted to the Secretary of State by no later than 15 December 2022 so that they are capable of being taken forward through the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (<i>Business Plan</i>) of the Contract if so directed by the Secretary of State.</p>	<p>Submit action plan – 9 December 2022</p>
[3.2-B]	<p>5. TD Academy Plan</p> <p>5.1 The Operator shall:</p> <ul style="list-style-type: none"> (a) where appropriate, consult, co-ordinate and co-operate with TD Academy Stakeholders in respect of the planning, development and/or implementation (subject to the availability of funding in the Cost Budget) of the TD Academy and/or in connection with promoting the TD Academy Objectives; and (b) implement its TD Academy Plan (developed under the Previous Agreement) and will promptly notify the Secretary of State of any material departures or failure to do so. 	<p>n/a – continuing obligation until such time as the TD Academy Plan is implemented</p> <p>Report on actions in relation to implementation at each Contract</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>5.2 The Operator shall at each Contract Performance Meeting report on actions in relation to the implementation of the TD Academy Plan pursuant to paragraph 5.1(b) taken since the Start Date or the last such meeting as the case may be.</p> <p>5.3 In this paragraph 5:</p> <p>(a) “TD Academy” means the scheme to promote driver training programmes (including through online learning platforms) which was originally established by the RDG in 2019, including as it may be amended, supplemented or replaced from time to time;</p> <p>(b) “TD Academy Objectives” means:</p> <ul style="list-style-type: none"> (i) improving the consistency and quality of driver training; (ii) improving and increasing driver training throughout with the objective of eliminating the shortage of drivers; (iii) improving driver skills and qualifications, including through increased uptake of the Train Driver Apprenticeship (Level 3) (as supported by the Institute for Apprenticeships and Technical Education); (iv) improving, increasing and promoting diversity of drivers in the industry in accordance with the D&I Strategy; (v) providing information to the TD Academy Board for assurance on training quality to stakeholders; and (vi) promoting synergies, efficiencies and consistency through collaboration between TD Academy Stakeholders on driver training programmes and initiatives; <p>(c) “TD Academy Plan” means the plan of that name submitted to, and accepted by, the Secretary of State prior to the Start Date which sets out how the Operator intends to engage with the TD Academy and/or promote the TD Academy Objectives during the Contract Term, including its proposed timing for achieving any key milestones (as such plan may be updated from time to time by agreement of the Secretary of State); and</p>	<p>Performance Meeting</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(d) “TD Academy Stakeholders” means the Operator, the Secretary of State, Train Operators, the RDG, any other relevant rail industry bodies and any other stakeholders which the Secretary of State may notify the Operator of from time to time.</p>	
[3.3-B]	<p>6. D&I Strategy</p> <p>6.1 Within eight (8) weeks after the Start Date, the Operator shall prepare a draft of its D&I Strategy and submit it to the Secretary of State. The draft shall include details of:</p> <p>(a) the diversity and inclusion principles that the Operator maintains and/or will establish within its organisation, including but not limited to, in relation to recruitment practices, working environments and procedures;</p> <p>(b) the activities, policies and procedures that the Operator will employ (for example, including in relation to targeted recruitment policies, promotion of flexible working, mentoring programmes, school visits and annual staff diversity and inclusion surveys) that will demonstrate that it is an inclusive employer;</p> <p>(c) how the Operator will evidence compliance with its diversity principles, policies and procedures against the Diversity KPIs (as defined in paragraph 6.6 below); and</p> <p>(d) how it will achieve and/or maintain diversity accreditation in accordance with a Recognised Accreditation Scheme in accordance with paragraph 1.2 of Chapter 2.1 (<i>Diversity and Inclusion and Training and Development</i>) of the Contract; and</p> <p>(e) how the Operator will comply with its Recruitment Objectives.</p> <p>6.2 The Secretary of State may provide comments on the draft D&I Strategy to the Operator and the Parties shall use all reasonable endeavours to agree the form of D&I Strategy within four (4) months of the date on which it was provided to the Secretary of State pursuant to paragraph 6.1.</p> <p>6.3 If the Parties are unable to agree a D&I Strategy within the period set out in paragraph 6.2 the Secretary of State may determine the D&I Strategy.</p> <p>6.4 The Secretary of State may, from time to time, recommend such changes to the Approved D&I Strategy as it considers reasonable.</p>	<p>Submit draft D&I Strategy – within 8 weeks of Start Date (to be agreed or determined within the following 4 months)</p> <p>Submit D&I Annual Report – D&I Annual Reporting Date</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>6.5 The Parties acknowledge and agree that pending agreement or determination of an Approved D&I Strategy pursuant to this paragraph 6 the Operator shall continue to use all reasonable endeavours to implement and comply with the Inclusion and Diversity Strategy.</p> <p>6.6 D&I performance reporting</p> <p>(a) The Operator shall develop D&I Initiatives KPIs and D&I Characteristics KPIs (together, the “Diversity KPIs”).</p> <p>(b) The Operator shall design its Diversity KPIs with a focus on such areas as the Secretary of State may notify to it and in accordance with any guidance as the Secretary of State may provide.</p> <p>(c) The Operator shall collect suitable data to evidence its performance against the Diversity KPIs of which it shall:</p> <ul style="list-style-type: none"> (i) provide details on as part of the D&I Annual Report; and (ii) make available, in an orderly fashion, to any Successor Operator. <p>(d) The Operator shall submit a D&I Annual Report to the Secretary of State on the D&I Annual Reporting Date.</p> <p>(e) The Parties acknowledge and agree that the Operator’s D&I Annual Report shall be provided substantially in the same form as the Secretary of State may request and shall include:</p> <ul style="list-style-type: none"> (i) evidence of the Operator’s performance against, and impact of implementing, its D&I Strategy; (ii) evidence of the Operator’s performance against the Diversity KPIs; (iii) evidence of the Operator working towards achieving and maintaining diversity accreditation in accordance with paragraph 1.2 of Chapter 2.1 (<i>Diversity and Inclusion and Training and Development</i>) of the Contract; 	

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<ul style="list-style-type: none"> (iv) evidence of the Operator establishing diversity in its procurement process and using a diverse supply chain; (v) evidence of the Operator’s performance against its Recruitment Objectives; (vi) a record of any other diversity data collected by the Operator in respect of its workforce; and (vii) such other information and data as the Secretary of State may reasonably request at least three (3) months prior to the D&I Annual Reporting Date. <p>6.7 Recruitment Targets and Objectives</p> <ul style="list-style-type: none"> (a) The Operator shall set out suitable recruitment targets and associated timeframes from time to time in respect of all new recruits across all grades, jobs, positions and roles (the “Recruitment Targets”) in its D&I Strategy which, amongst other things, shall include: <ul style="list-style-type: none"> (i) gender equality targets, including a target of fifty per cent (50%) female new recruits across all grades, jobs, positions and roles; and (ii) targets specifying the percentage of new recruits across all grades, jobs, positions and roles which will be ethnic minorities. (b) The Secretary of State shall consider the proportionality of the Recruitment Targets by reference to: <ul style="list-style-type: none"> (i) the demographics of the workforce in each region as indicated by the most recent Labour Force Survey produced by the Office for National Statistics; (ii) the individual circumstances of the Operator; and (iii) any other information the Secretary of State determines to be relevant. 	

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(c) The Operator shall provide to the Secretary of State all evidence to allow the Secretary of State to determine whether any Recruitment Target is proportionate, as reasonably requested by the Secretary of State.</p> <p>(d) The Operator shall use all reasonable and lawful endeavours to:</p> <ul style="list-style-type: none"> (i) be objective, transparent and fair in its recruitment processes; (ii) meet Recruitment Targets; and (iii) improve retention rates of underrepresented groups <p>(together, the “Recruitment Objectives”).</p> <p>(e) The Operator shall report on its performance against its Recruitment Objectives as part of its D&I Annual Report, together with relevant supporting evidence. Such supporting evidence may include details of Operator policies and procedures such as: advertising across a variety of channels to reach a broad range of candidates; blind sifting applications; engaging in CV blind interviewing; engaging in outreach programmes; establishing a returners policy; and/or establishing mentoring schemes.</p> <p>(f) The Secretary of State shall review the Operator’s performance against the Operator’s Recruitment Objectives as part of the Operator’s D&I Annual Report.</p> <p>(g) The Secretary of State shall keep the Recruitment Targets under review and may adjust and/or suspend any Recruitment Target the Secretary of State determines to no longer be proportionate.</p> <p>(h) Nothing in this paragraph 6 is intended to impose or require any quota.</p> <p>6.8 In this paragraph 6:</p> <p>(a) “Approved D&I Strategy” means such D&I Strategy as agreed by the Parties in accordance with paragraph 6.2 or as determined by the Secretary of State in accordance with paragraph 6.3;</p>	

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(b) “D&I Annual Report” means a report produced by the Operator developed in accordance with paragraph 6.6(e) in respect of the previous twelve (12) months or, if shorter, the period since the Start Date;</p> <p>(c) “D&I Annual Reporting Date” means the date on which the Operator must provide the D&I Annual Report to the Secretary of State as stated in the D&I Strategy, provided that if this date, in any Contract Year, occurs after the end of the Contract Term then the D&I Annual Reporting Date shall be one (1) month before the expiry of the Contract Term;</p> <p>(d) “D&I Characteristics KPIs” means the KPIs set out in the Operator’s D&I Strategy used to assess the impact of the Operator’s initiatives on diversity at different levels of the workforce and in connection with different characteristics (including gender, age, ethnicity and disability) compared to the region and/or nationally;</p> <p>(e) “D&I Initiatives KPIs” means the KPIs set out in the Operator’s D&I Strategy used to measure its performance against diversity initiatives and policies, which may include KPIs along the following lines:</p> <ul style="list-style-type: none"> (i) the number of positive action initiatives implemented and maintained by the Operator; (ii) the number of adverts in targeted publications; (iii) membership of diversity and inclusion networks and forums; (iv) the percentage of staff trained annually in diversity and inclusion; (v) the number of line managers completing diversity and inclusion training; (vi) the number of members of the board of directors completing diversity and inclusion training; and (vii) the number of diversity and inclusion training sessions; <p>(f) “D&I Strategy” means the Operator’s diversity and inclusion strategy developed in accordance with this paragraph 6 (substantially in the form set out in the Appendix <i>(D&I Strategy)</i> to this Part 2 of the</p>	

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>Business Plan Commitments), and references to the D&I Strategy shall include the Approved D&I Strategy;</p> <p>(g) “Diversity KPIs” has the meaning given to it in paragraph 6.6(a);</p> <p>(h) “Inclusion and Diversity Strategy” means the inclusion and diversity strategy developed by the Operator and approved pursuant to the Previous Agreement;</p> <p>(i) “Recruitment Objectives” has the meaning given to it in paragraph 6.7(d); and</p> <p>(j) “Recruitment Targets” has the meaning given to it in paragraph 6.7(a).</p>	
[3.2-C]	<p>7. Staff Accommodation Improvements</p> <p>7.1 The Operator shall establish a fund of up to [REDACTED¹⁰] and shall utilise such fund to incur expenditure in delivering improvements to accommodation for Business Employees during the first Contract Year.</p> <p>7.2 The Operator shall:</p> <p>(a) at each Contract Performance Meeting report on actions taken in relation to (and the status of) the delivery of accommodation improvements pursuant to paragraph 7.1; and</p> <p>(b) at each Periodic Finance Review Meeting report on the expenditure actually incurred in relation to the actions specified in paragraph 7.2(a),</p> <p>in each case, since the Start Date or the last such meeting (as the case may be).</p>	<p>Establish fund and incur expenditure to deliver improvements – first Contract Year</p> <p>Report on actions at each Contract Performance Meeting</p> <p>Report on expenditure at each Finance Review Meeting</p>

¹⁰ 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

Appendix to Part 2

Diversity and Inclusion Strategy Framework

The Department requires a train operator who will develop and implement a tailored Diversity and Inclusion Strategy, the goal of which is to deliver a more diverse workforce, reflective of the communities that it serves, by increasing representation of under-represented groups at all levels and grades.

Requirement from the Operator

The train operator shall prepare and submit a Diversity & Inclusion Strategy in accordance with the guidance and templates contained in this framework. However, it should be noted that this is not a comprehensive framework and should only be used as a guide.

The train operator shall submit a strategic Diversity & Inclusion action plan including the steps that they will take to ensure a more diverse workforce. The train operator shall also set out the methods they propose to monitor and report on the implementation of the policy and its effectiveness.

Strategic Diversity and Inclusion Action Plan

The Diversity & Inclusion Strategy shall include the following:

- Plans to implement a range of recruitment and retention policies and procedures to ensure they recruit and retain a diverse group of candidates.
- A set of recruitment targets which is 50% female with BAME composition reflective of the local area.
- Plans to address gaps in representation in all job types and levels to meet recruitment targets on gender and BAME.
- A list of specific KPIs to measure progress/success of implementing diversity action plan.
- Plans for achieving, maintaining and progressing within a specific diversity accreditation scheme.
- Plans to collect, monitor and report diversity data of its workforce.

Plans to implement recruitment and retention policies and procedures

This is an example below of what a general diversity plan might look like.

Goal	Objective	Current position/ baseline	Actions	Accountability	By when	Measure of success
Increase workforce diversity	Recruit from a diverse group of candidates	Some advertisement in different publications	Work with local employment agencies and JCP	HR	Q4	Workforce is increasingly reflective Internal targets

Retain a diverse workforce	Create an inclusive culture that encourages collaboration and increases retention	Employee engagement survey	Inclusive leadership training for managers	HR	Q3	All leaders to have D&I training Engagement results should increase
Monitoring diversity data	Monitor diversity data to implement a range of recruitment policies	Data is collected on gender and age but there is no action Data is not collected on other protected characteristics	Collect diversity data on all groups Monitor data every 6 months	HR	Q2	Recruitment policies are reviewed and updated

The Strategy should also cover most of the protected characteristics, as well as looking at caring responsibilities, social mobility and issues affecting parents returning to work. Below are some examples of what this could look like depending at what point of the journey the train operator is at.

Goal	Objective	Actions	Measure of success
BAME	Improve representation of people from a BAME background in leadership and across the business. Seek to undertake and publish ethnicity pay gap report and activities.	Programme of mentoring and activities	Increase in BAME representation in leadership/ across organisation 10% employees from BAME Reduction in pay gap
Disability	Develop appropriate environment for people.	Train managers to deliver reasonable adjustment	Increase number of disabled employees Disability Confident Leader
Gender	Improve gender diversity across workforce and in leadership positions.	Set targets Programme of activities	25% of employees to be women Reduction in gender pay gap
LGBT+	Be an inclusive employer of LGBT+ employees	Provide specific LGBT+ awareness/ confidence training for managers	Stonewall Inclusive Employers
Carers	Support carers in the workplace	Review family-friendly policies to support carers	Level 1 Carer Confident Benchmark Carer Positive award

		Increase awareness amongst managers of carers' needs	
Faith and belief	Be an employer where people of different faiths and beliefs feel equally valued and respected	Provide series of briefings for employees Faith spaces for employees	Inclusive Employer status
Age	Transfer skills between generations	Develop inter-generational mentoring between older and younger employees	Recognised as an employer for all ages
Social mobility	Make sure everyone can succeed and make the most of their talents, whatever the circumstances	Promote work with ex-offenders and lone parents Collect data on social mobility	The Social Mobility Employer Index

KPIs Example

The plan should be supported by an appropriate set of key performance indicators to measure progress. For example, this could include:

- Number of positive action initiatives in employment.
- Number of adverts in targeted publications to reach BAME and women.
- Membership of networks and forums.

Part 3: Collaboration

Commitment Name	Business Plan Commitments	BPC delivery date(s)
[4.1-A]	<p>1. Joint review of priority functions</p> <p>1.1 The Operator shall:</p> <p>(a) use all reasonable endeavours to work collaboratively with Network Rail to conduct a joint review of priority functions for the purposes of assessing areas where such priority functions could be optimised and/or deliver greater value for money, it being acknowledged that the priority functions to be considered as part of such joint review might include:</p> <ul style="list-style-type: none"> (i) asset management; (ii) performance; (iii) procurement; (iv) project interface; (v) resilience and readiness; and/or (vi) the continuation of previous review work in respect of: <ul style="list-style-type: none"> (A) control; (B) delay attribution; (C) train planning; and (D) projects and asset protection; and <p>(b) by no later than 30 September 2022 produce and submit to the Secretary of State a report setting out the recommendations deriving from the joint review referred to in paragraph 1.1(a) in a manner consistent with the potential incorporation of such recommendations (subject to such adjustments or amendments as the Secretary of State may require) in the draft Business Plan to be submitted to the Secretary of State by no later than 15 December 2022 so that they are capable of being taken</p>	<p>Submit report – 30 September 2022</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	forward through the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (<i>Business Plan</i>) of the Contract if so directed by the Secretary of State.	
N/A	2. NOT USED	N/A
[4.1-B]	<p>3. One Team Stations Initiative</p> <p>3.1 During the first Contract Year, the Operator shall, including as may be requested by the Secretary of State or Network Rail, consult, co-ordinate and co-operate with Network Rail and other Train Operators (as applicable) in respect of the planning, development and implementation of the One Team Stations Initiative.</p> <p>3.2 Subject always to paragraph 3.6, the Operator shall use all reasonable endeavours (subject to first establishing the availability of funding in the Cost Budget to meet any incremental additional costs resulting from the delivery of the outcomes envisaged by this paragraph 3.2) to agree a One Team Stations Implementation Plan with Network Rail by no later than 9 December 2022 and shall update this as necessary for consistency with the One Team Stations Initiative from time to time.</p> <p>3.3 If the Operator and Network Rail fail to agree a One Team Stations Implementation Plan in accordance with paragraph 3.2, the Operator shall promptly notify the Secretary of State and the Operator agrees that it shall accept such One Team Stations Implementation Plan as the Secretary of State may specify (acting reasonably and having due regard to the information provided by the Operator in its notice). In any notice issued to the Secretary of State pursuant to this paragraph 3.3, the Operator shall include reasonable details of the points of difference between the Operator and Network Rail, together with its reasons for not accepting any proposal made by Network Rail.</p> <p>3.4 In developing the One Team Stations Initiative pursuant to paragraph 3.1, the Operator shall collaborate and cooperate with Network Rail and, where applicable, any other Train Operators to identify and assess the business case for any alternative operational delivery models, including joint management structures designed to improve customer service, operations and cost efficiency.</p> <p>3.5 As soon as practicable following agreement of any One Team Stations Implementation Plan under paragraph 3.2 or otherwise following any instructions from the Secretary of State in accordance with paragraph 3.3, the Operator shall take such action as may be necessary to discharge its obligations under this plan and shall promptly notify the Secretary of State of any material failure to discharge such obligations.</p> <p>3.6 If the Operator reasonably considers that any provision of this paragraph 3 requires, or is likely to require, it do anything inconsistent with acting as a Good and Efficient Operator, it shall notify and consult with the Secretary</p>	Agree a One Team Stations Implementation Plan – 9 December 2022

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>of State as soon as reasonably practicable following becoming aware of the same and proceed in accordance with any guidance or directions that the Secretary of State may reasonably provide or direct (which may include a direction or guidance to agree and implement a proposal on such terms as the Secretary of State may reasonably specify).</p> <p>3.7 In this paragraph 3:</p> <p>(a) “NR Managed Stations” means each station which is served by Passenger Services and where Network Rail is the Facility Owner of such station;</p> <p>(b) “One Team Stations Implementation Plan” means a detailed plan jointly produced between Network Rail and the Operator setting out how and when they will implement the One Team Stations Initiative; and</p> <p>(c) “One Team Stations Initiative” means measures and initiatives to promote a ‘one team’ culture and approach between Network Rail and the Operator through collaborative working, unified policies and organisational delivery models such that customers are not able to distinguish between Network Rail and Business Employees at NR Managed Stations, resulting in improved passenger and cost efficiency outcomes.</p>	
[4.1-C]	<p>4. Housing Development Proposals</p> <p>4.1 The Operator shall throughout the first Contract Year use all reasonable endeavours to work collaboratively with Network Rail and London and Continental Railways (“LCR”) to support the development and/or delivery of Housing Development Proposals.</p> <p>4.2 The Operator shall update the Secretary of State on progress made and steps taken pursuant to paragraph 4.1 regularly and not less than Quarterly.</p> <p>4.3 In this paragraph 4:</p> <p>(a) “Housing Development Proposals” means such housing development proposals as may be developed by Network Rail and/or LCR in support of the Government’s housing development policy and which encourage sustainable use of land and public transport (it being acknowledged that the Operator has prior to the date of the Contract engaged with LCR in attending a number of</p>	<p>Support development of proposals – throughout first Contract Year</p> <p>Update on progress made – not less than Quarterly</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>workshops focussed on reviewing the “Western” Route station portfolio to identify potential housing development opportunities); and</p> <p>(b) “LCR” has the meaning given to it in paragraph 4.1.</p> <p>4.4 It is acknowledged that the Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract, propose the applicability of a business plan commitment equivalent to this paragraph 4 in future Contract Years.</p>	
[4.1-D]	5. [REDACTED ¹¹]	[REDACTED ¹²]
[4.1-E]	<p>6. Customer Experience Maturity Model</p> <p>The Operator shall throughout the first Contract Year collaborate with the Secretary of State and other industry partners, including Network Rail and other Train Operators, in the development and implementation of an industry-wide customer experience maturity model.</p>	<p>Collaboration in respect of development and implementation of model – throughout first Contract Year</p>

¹¹ 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

¹² 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

Part 4: Train Service Operations

Commitment Name	Business Plan Commitments	BPC delivery date(s)
[4.1-F]	<p>1. Operational planning – Opening of Old Oak Common Station</p> <p>1.1 The Operator shall fully and effectively co-operate with Network Rail with the objective of optimising access to the OOC Works Site and, where reasonably requested by Network Rail in sufficient time to enable the Operator to follow applicable industry processes and procedures, shall throughout the first Contract Year:</p> <p>(a) complete relevant:</p> <p>(i) access planning (short-term capacity planning and timetable planning);</p> <p>(ii) fleet impact assessment(s); and</p> <p>(iii) operational cost planning; and</p> <p>(b) review (from time to time where reasonably requested by Network Rail) Network Rail’s proposed access requirements in respect of the OOC Works Site in respect of the period from the Start Date until 25 June 2028; and:</p> <p>(i) identify to the Secretary of State, Network Rail and HS2 Limited any matters which could give rise to an adverse impact on passengers using the Passenger Services (or passenger services operated by other Train Operators) and/or the Operator’s provision of the Rail Services; and</p> <p>(ii) in respect of any matters identified pursuant to paragraph (b)(i) above, make recommendations to the Secretary of State as to how such matters might be addressed,</p> <p>in each case to support planning of access to the OOC Works Site for the purposes of the implementation of the OOC Works in respect of the period from the Start Date until 31 December 2029.</p> <p>1.2 The Operator shall fully and effectively co-operate with Network Rail in considering and inputting into:</p> <p>(a) the station building design for Old Oak Common Station, including actively engaging in relevant discussions with Network Rail and Relevant OOC Stakeholders in relation to the same; and</p>	<p>Planning and review activities – throughout the first Contract Year</p> <p>Support/ contribute to updated CON-OPS Plan – 31 March 2023</p> <p>Approval of Identified OOC Network Changes – 30 November 2022</p> <p>Undertaking capacity studies – throughout the first Contract Year</p> <p>Cross Industry Demand Assessment – 31 October 2022</p> <p>Development of train plans for future periods of</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(b) the operational concept for the Great Western Main Line following commissioning into passenger service of Old Oak Common Station,</p> <p>in each case in order to support and contribute to an updated version of the CON-OPS Plan to be finalised by Network Rail by 31 March 2023.</p> <p>1.3 The Operator shall, where required to do so through and in accordance with the Network Change process, by no later than 30 November 2022 review and (subject to the Operator, acting reasonably, being satisfied with the documentation submitted for review as part of, and in the context of, the relevant Network Change process) formally approve the scope of the Identified OOC Network Changes.</p> <p>1.4 The Operator shall use all reasonable endeavours to undertake such capacity studies as Network Rail may reasonably request in connection with any Restrictions of Use which are required to be implemented in connection with the OOC Works during the first Contract Year (and shall submit any such completed capacity studies to Network Rail).</p> <p>1.5 The Operator shall use all reasonable endeavours to work with relevant industry participants:</p> <p>(a) in supporting the development of, and agreeing, the Cross Industry Demand Assessment by no later than 31 October 2022; and</p> <p>(b) throughout the first Contract Year for the purposes of informing the development of train plans for future periods of engineering access.</p> <p>1.6 It is acknowledged that the Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract, propose the applicability of a business plan commitment equivalent to paragraphs 1.1, 1.4 and 1.5(b) in future Contract Years.</p> <p>1.7 In this paragraph 1:</p> <p>(a) “CON-OPS Plan” means documents developed, prepared and updated from time to time by Network Rail relating to the operation of Old Oak Common Station and the Great Western Main Line following the commissioning into passenger service of Old Oak Common Station;</p>	<p>engineering access – throughout the first Contract Year</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(b) “Cross Industry Demand Assessment” means the cross industry review (which, at the date of the Contract, remains ongoing) of allocation of available capacity during periods in which Restrictions of Use are required to be implemented in connection with the OOC Works;</p> <p>(c) “Identified OOC Network Changes” means the two (2) works items comprising proposed Network Changes which are referred to in the Notice of Intended Scope as:</p> <p>(i) <i>‘Install masts in Acton Cutting and down main cess’</i>; and</p> <p>(ii) <i>‘Install OLE portal structures in Acton Cutting’</i>,</p> <p>which in each case relate to works to be carried out by Network Rail at the OOC Works Site in December 2022;</p> <p>(d) “Notice of Intended Scope” means the document entitled <i>“Notice of Intended Scope- Old Oak Common Great Western Main Line Managed Station -- Ref NC/G5/2022/OOC/004”</i> issued by Network Rail on 11 March 2022 in respect of matters relating to the OOC Works (as the same may be modified in accordance with the relevant Network Change process);</p> <p>(e) “Old Oak Common Station” means the new station which is to be constructed at Old Oak Common as part of the HS2 Project;</p> <p>(f) “OOO Station Working Group” means the industry working group forum which was established prior to the date of the Contract to consider and review operational matters associated with the OOC Works and the project to bring Old Oak Common Station into passenger service;</p> <p>(g) “OOO Works” the works for the construction, and commissioning into passenger service, of Old Oak Common Station;</p> <p>(h) “OOO Works Site” means the site(s) at which the OOC Works are to be undertaken; and</p> <p>(i) “Relevant OOC Stakeholders” means:</p> <p>(i) any other Train Operator which operates passenger services which are expected to call at or be impacted by Old Oak Common Station once the OOC Works are completed;</p>	

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<ul style="list-style-type: none"> (ii) HS2 Limited; (iii) contractors and other suppliers engaged by Hs2 Limited in relation to the delivery of the OOC Works; and (iv) any other rail industry stakeholders who are represented on the OOC Station Working Group. 	
[5.2-A]	<p>2. Future Fleet and Depot Proposal</p> <p>2.1 The Operator shall develop and submit to the Secretary of State by no later than 9 December 2022 an outline proposal (the “Future Fleet and Depot Proposal”) which as a minimum:</p> <ul style="list-style-type: none"> (a) sets out the Operator’s proposals for the future implementation of an integrated rolling stock, depot and stabling, operating and supporting infrastructure strategy in connection with the Operator’s provision of the Rail Services, including proposals for the optimal future provision of the ‘Night Riviera’ Sleeper Services; (b) covers such matters as the Secretary of State may from time to time direct; (c) includes consultation with stakeholders (where appropriate); (d) is consistent with any Decarbonisation Roadmap Strategy (as defined in paragraph 1 of Part 8 below) that has been produced by the Operator; (e) builds on, and is informed by, the NR Industry-Wide Depot Strategy; (f) sets out the Operator’s procurement strategy and plan, including all principal programme milestones including: <ul style="list-style-type: none"> (i) shortlist selection; (ii) completion of evaluation; (iii) recommendation to the Secretary of State; and 	<p>Submit outline proposal - 9 December 2022</p> <p>Submit final version of plan – 31 March 2023</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(iv) contract award,</p> <p>it being acknowledged that such procurement strategy and plan shall be required to be prepared on the basis of an assumption that the Operator will be required to commence procurement in accordance with such procurement strategy and plan by no later than 23 September 2023;</p> <p>(g) considers options to reduce emissions which have an adverse impact on air quality from existing diesel powered rolling stock comprised in the Train Fleet (in the period prior to the replacement of such existing diesel powered rolling stock); and</p> <p>(h) complies with the requirements of paragraph 2.3.</p> <p>2.2 The Operator shall:</p> <p>(a) use all reasonable endeavours to consult and work collaboratively with Network Rail;</p> <p>(b) undertake appropriate market engagement activities (including proactively engaging with rolling stock suppliers); and</p> <p>(c) update the Secretary of State not less than Quarterly on the progress made by the Operator, in each case in connection with the preparation of the Future Fleet and Depot Proposal in accordance with paragraph 2.1.</p> <p>2.3 The Operator shall ensure that the proposals comprised in the Future Fleet and Depot Proposal:</p> <p>(a) specify clear and deliverable outputs and the steps required to implement such outputs;</p> <p>(b) identify relevant risks and potential mitigations;</p> <p>(c) where reasonably appropriate identify options for delivery of outputs; and</p> <p>(d) identify all estimated potential costs (including of any proposed options).</p>	

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>2.4 Following consultation with the Secretary of State on the outline Future Fleet and Depot Proposal prepared in accordance with paragraph 2.1, the Operator shall by no later than 31 March 2023 submit a final version of the Future Fleet and Depot Proposal to the Secretary of State (it being acknowledged that such final version of the Future Fleet and Depot Proposal shall be required to comply with the requirements of paragraphs 2.1 and 2.3).</p> <p>2.5 The Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) or paragraph 6 (<i>Business Plan Revisions</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract (as the case may be), direct the Operator to implement the Future Fleet Proposal as a specified future business plan commitment, it being acknowledged that (subject to such a direction being given) the Secretary of State intends that a future business plan commitment will apply to oblige the Operator to commence procurement in accordance with the Operator’s procurement strategy and plan (as comprised in the Future Fleet Proposal, and subject to such changes as the Secretary of State may specify), by no later than 30 September 2023.</p> <p>2.6 In this paragraph 2:</p> <ul style="list-style-type: none"> (a) “Future Fleet and Depot Proposal” has the meaning given to it in paragraph 2.1; (b) “NR Industry-Wide Depot Strategy” means the ‘Western Depot and Stabling Strategy Review – Summary Report’, version 1.0 dated August 2021 prepared by Network Rail; and (c) “Sleeper Service” means a Passenger Service in relation to which the Operator provides sleeping accommodation for passengers in sleeper coaches in accordance with the requirements of the TSR. 	
N/A	3. NOT USED	N/A
[5.2-B]	<p>4. Train Crew - Seven Day Railway</p> <p>4.1 The Operator will use all reasonable endeavours to increase the number of drivers with a Sunday working commitment.</p> <p>4.2 The Operator will by no later than 9 December 2022 submit an indicative costed proposal to the Secretary of State to include Sundays in the working week for drivers during the Contract Term, and the Operator shall ensure that such costed proposal:</p> <ul style="list-style-type: none"> (a) specifies clear and deliverable outputs and the steps required to implement such outputs; 	Submit indicative costed proposal - 9 December 2022

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(b) identifies relevant risks and potential mitigations;</p> <p>(c) identifies options for delivery of outputs (including options for introduction of Sundays in the working week for drivers from such different points during the Contract Term as the Secretary of State may direct); and</p> <p>(d) identifies all estimated potential costs including of any proposed options,</p> <p>and shall do so in a manner consistent with the potential incorporation of such proposals in the draft Business Plan to be submitted to the Secretary of State by no later than 15 December 2022 so that they are capable of being taken forward through the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (<i>Business Plan</i>) of the Contract if so directed by the Secretary of State.</p> <p>4.3 It is acknowledged that the Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract, propose the applicability of a business plan commitment equivalent to paragraph 4.1 in future Contract Years.</p>	
[5.2-C]	<p>5. Class 16x remote condition monitoring proposal</p> <p>5.1 The Operator shall develop and submit to the Secretary of State by no later than 30 September 2022 a proposal for the fitment of remote condition monitoring equipment of an appropriate specification to the Class 165 and Class 166 rolling stock within the Train Fleet (the “RCM Proposal”).</p> <p>5.2 The Operator shall ensure that the RCM Proposal:</p> <p>(a) specifies clear and deliverable outputs and the steps required to implement such outputs;</p> <p>(b) identifies relevant risks and potential mitigations;</p> <p>(c) where reasonably appropriate identifies options for delivery of outputs; and</p> <p>(d) identifies all estimated potential costs including of any proposed options,</p> <p>and shall do so in a manner consistent with the potential incorporation of such outputs in the draft Business Plan to be submitted to the Secretary of State by no later than 15 December 2022 so that they are capable of being taken</p>	<p>Submit proposal – 30 September 2022</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>forward through the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (<i>Business Plan</i>) of the Contract if so directed by the Secretary of State.</p> <p>5.3 In this paragraph 5, “RCM Proposal” has the meaning given to it in paragraph 5.1.</p>	
[5.2-E]	<p>6. Fast charging infrastructure / battery train</p> <p>6.1 The Operator shall co-operate with Network Rail and the supplier of rolling stock in relation to the delivery of the Fast Charging Battery Train Trial.</p> <p>6.2 The purpose of the Fast Charging Battery Train Trial is to test the interface between the rapid charging infrastructure and the fast charging battery train. The Operator shall work closely with the relevant parties in a co-ordinated manner with a view to enabling the trial to produce meaningful results in support of wider decarbonisation objectives and shall provide such assistance as the Operator is reasonably able to in support of the implementation and operation of the Fast Charging Battery Train Trial. It is expressly acknowledged that the Operator shall not be responsible for ensuring that the Fast Charging Battery Train Trial is successful.</p> <p>6.3 The Operator shall at each Contract Performance Meeting report on the progress of the Fast Charging Battery Train Trial since the Start Date or the last such meeting (as the case may be).</p> <p>6.4 Any rolling stock used in the Fast Charging Battery Train Trial shall be excluded from the Train Fleet.</p> <p>6.5 In this paragraph 6, “Fast Charging Battery Train Trial” means a pilot project for the installation of a fast charger at West Ealing Station and the operation of a fast charging battery train in revenue earning passenger service on the Greenford Branch.</p>	<p>Report on actions at each Contract Performance Meeting</p>
[5.2-F]	<p>7. Expenditure on intelligent heating and lighting controls at Depots</p> <p>7.1 The Operator shall develop and submit to the Secretary of State by no later than 15 December 2022 a proposal for the fitment of Intelligent heating and lighting at Depots (the “Intelligent Heating and Lighting Proposal”).</p> <p>7.2 The Operator shall ensure that the Intelligent Heating and Lighting Proposal:</p> <p>(a) specifies clear and deliverable outputs and the steps required to implement such outputs;</p>	<p>Provide report – 15 December 2022</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(b) identifies relevant risks and potential mitigations;</p> <p>(c) where reasonably appropriate identifies options for delivery of outputs; and</p> <p>(d) identifies all estimated potential costs including of any proposed options,</p> <p>and shall do so in a manner consistent with the potential incorporation of such outputs in the draft Business Plan to be submitted to the Secretary of State by no later than 15 December 2022 so that they are capable of being taken forward through the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (<i>Business Plan</i>) of the Contract if so directed by the Secretary of State.</p> <p>7.3 In this paragraph 7, “Intelligent Heating and Lighting Control Proposal” has the meaning given to it in paragraph 7.1.</p>	
[5.1-A]	<p>8. Track Worker Safety</p> <p>8.1 The Operator shall use all reasonable endeavours to work with Network Rail to:</p> <p>(a) reduce the number of hours track workers are carrying out their operations within a red zone during the first Contract Year; and</p> <p>(b) agree and thereafter adopt the Red Zone Working Reduction Plan across each Route by no later than 24 March 2023.</p> <p>8.2 In this paragraph 8:</p> <p>(a) “Red Zone Working Reduction Plan” means a plan jointly prepared and agreed by the Operator and Network Rail which identifies ways to improve track worker safety and, subject to the Operator’s rights under the Track Access Agreement and the Operator’s obligations under and pursuant to the Contract, opportunities to increase mid-week possessions and reduce weekend possessions in line with passenger demand, including having regard to the recommendations of the Margam Report; and</p> <p>(b) “Margam Report” means the report published by the Rail Accident Investigation Branch (dated November 2020) in respect of the incident at Margam, Port Talbot on 3 July 2019.</p>	<p>Agree the Red Zone Working Reduction Plan across each Route – 24 March 2023</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
[5.1-B]	<p>9. Capacity/Demand Review</p> <p>9.1 The Operator shall undertake a review of potential changes which could be made to the Timetable on the Passenger Change Date occurring in May 2023 and which:</p> <ul style="list-style-type: none"> (a) match available capacity to forecast passenger demand on an optimised basis; and/or (b) have the potential to deliver cost efficiencies, <p>and by no later than 16 September 2022 shall submit a report to the Secretary of State setting out the Operator’s proposals in respect of the same (the “Capacity/Demand Report”).</p> <p>9.2 The Operator shall ensure that the Capacity/Demand Report:</p> <ul style="list-style-type: none"> (a) specifies clear and deliverable proposals and the steps required to implement such proposals; (b) identifies relevant risks and potential mitigations; (c) where reasonably appropriate identifies options for delivery of proposals; and (d) identifies all estimated potential costs including of any proposed options, <p>and shall do so in a manner consistent with the potential incorporation of such proposals in the draft Business Plan to be submitted to the Secretary of State by no later than 15 December 2022 so that they are capable of being taken forward through the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (<i>Business Plan</i>) of the Contract if so directed by the Secretary of State.</p> <p>9.3 In this paragraph 9, “Capacity/Demand Report” has the meaning given to it in paragraph 9.1.</p>	<p>Submit report – 16 September 2022</p>
[5.1-C]	<p>10. May 23 Timetable Strategy</p> <p>10.1 The Operator shall work with Network Rail to develop a strategy for the Timetable change on the Passenger Change Date occurring in May 2023 which complies with the requirements of paragraph 10.2 (the “May 23 Timetable</p>	<p>Submit May 23 Timetable Strategy – 15 July 2022</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>Strategy”) and shall submit such May 23 Timetable Strategy to the Secretary of State in accordance with the requirements of paragraph 10.3.</p> <p>10.2 The May 23 Timetable Strategy shall be required to set out firm proposals for:</p> <ul style="list-style-type: none"> (a) the off-peak Passenger Services operated by the Operator on the Didcot to London Paddington relief line, incorporating the “weave” move east of Slough; and (b) associated amendments to be made to other Passenger Services as a result of the “weave” move (as referred to in paragraph 10.2(a)) and associated alternative options for such Passenger Services. <p>10.3 The May 23 Timetable Strategy shall be submitted to the Secretary of State by no later than 15 July 2022 for consideration. If the Secretary of State approves the May 23 Timetable Strategy then (subject to the Operator and Network Rail making any such amendments to the May 23 Timetable Strategy as the Secretary of State may require in connection with such approval) the Operator will submit such May 23 Timetable Strategy for specifiers’ ‘confirmation of specification for May 23’ in sufficient time as to allow such confirmation of specification to be obtained by 5 August 2022.</p>	

Part 5: Customer and Communities

Commitment Name	Business Plan Commitments	BPC delivery date(s)
[6.1-A]	<p>1. Bristol & South Wales - Account Based Ticketing Solution</p> <p>1.1 The Operator shall:</p> <p>(a) use all reasonable endeavours to work with Transport for Wales to assess opportunities to implement and integrate the Account Based Ticketing Solution on Passenger Services operating between Bristol and South Wales;</p> <p>(b) submit a report to the Secretary of State setting out the outcomes of the review referred to in paragraph 1.1(a) (and any related proposal(s)) by no later than 9 December 2022 (“Bristol & South Wales ABTS Report”).</p> <p>1.2 If the Secretary of State directs, the Operator shall use all reasonable endeavours to work with Transport for Wales to implement any identified proposals set out in the Bristol & South Wales ABTS Report.</p> <p>1.3 In this paragraph 1:</p> <p>(a) “Account Based Ticketing Solution” means a scheme where a passenger’s token, or authority to travel, is linked to an account in a back-office that calculates the price for a journey consumed at or following the end of the journey and which may include capping or adjustment of the price paid by the passenger in respect of the applicable Fares at the end of the day, week, or other agreed period of time; and</p> <p>(b) “Bristol & South Wales ABTS Report” has the meaning given to it in paragraph 1.1(b).</p>	<p>Submit Bristol & South Wales ABTS Report – 9 December 2022</p>
[6.1-B]	<p>2. Information Maturity Audit</p> <p>2.1 The Operator shall complete a Customer Information Maturity Audit by no later than 30 January 2023 and provide the Secretary of State with the outcome of such audit as soon as reasonably practicable following its completion.</p>	<p>Complete Customer Information Maturity Audit – 30 January 2023 (and provide outcome to</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	2.2 In this paragraph 2, “ Customer Information Maturity Audit ” means an assessment of customer insight activities undertaken across the Rail Services to measure customer experience and any additional surveys or measures that would provide valuable insight.	Secretary of State)
[6.1-C]	<p>3. Online Customer Panel Sessions</p> <p>3.1 The Operator shall, by no later than 31 March 2023, hold not less than four (4) Online Customer Panel Sessions and shall ensure that such each such Online Customer Panel Session is attended by an appropriate number of Business Employees of appropriate seniority and/or with relevant experience in the topic or topics being discussed.</p> <p>3.2 In this paragraph 3, “Online Customer Panel Session” means a customer panel session held online for ease of access by participants to enable customer engagement regarding selected aspects of the Operator’s business.</p>	Hold Online Customer Panel Sessions – 31 March 2023
[6.1-D]	<p>4. Integrated Transport Projects</p> <p>4.1 The Operator shall:</p> <ul style="list-style-type: none"> (a) use all reasonable endeavours to work with relevant Local Authorities and/or other public transport operators to identify three (3) integrated transport projects selected by the Operator for implementation during the first Contract Year (noting that without limitation such integrated transport projects could relate to matters such as wayfinding, information, ticketing or other schemes to support end-to-end journeys); (b) provide appropriate details of the integrated transport projects identified pursuant to paragraph 4.1(a) (the “Integrated Transport Projects”) to the Secretary of State; and (c) implement the Integrated Transport Projects by no later than 31 March 2023. <p>4.2 In this paragraph 4, “Integrated Transport Projects” has the meaning given to it in paragraph 4.1(b).</p>	Implement the identified Integrated Transport Projects - 31 March 2023
[6.1-E]	<p>5. Streamlining options for claiming Delay Repay Compensation</p> <p>5.1 The Operator shall by no later than 10 February 2023 implement enhancements in accordance with paragraph 5.2 that enable customers who have subscribed on the Operator’s Website or App, to receive automatic prompts and</p>	Implement enhancements

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>a streamlined claim process for Delay Repay Compensation through appropriate digital channels, when the journey they have booked is identified as being delayed above the Delay Repay Compensation thresholds.</p> <p>5.2 The enhancements referred to in paragraph 5.1 will be implemented for customers using any of the following ticketing options:</p> <ul style="list-style-type: none"> (a) journeys made using the Operator’s ‘pay as you go’ system in the Bristol area (once operational); (b) appropriate journeys made using single, return and season tickets purchased through the Operator’s digital channels and loaded onto a smartcard issued by the Operator; and (c) journeys made on Advance Purchase Train-specific Fares purchased from the Operator’s digital channels. 	<p>– 10 February 2023</p>
[6.1-F]	<p>6. Customer experience training courses</p> <p>6.1 The Operator shall:</p> <ul style="list-style-type: none"> (a) by no later than 31 March 2023 undertake a programme of customer experience training courses (being courses to train individuals directly employed by the Operator in respect of the provision of the Rail Services on the provision of a high standard of customer service) to be attended by no fewer than seventy-five per cent (75%) of such employees; and (b) invite and encourage Network Rail employees in appropriate roles (including at London Paddington station) to take part in the customer experience training courses held by the Operator pursuant to paragraph 6.1(a). <p>6.2 It is acknowledged that the Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract, propose the applicability of a business plan commitment equivalent to paragraph 6.1 in future Contract Years for the purposes of continuing the provision of relevant training courses.</p>	<p>Undertake training courses for 75% of individuals employed by the Operator in the provision of the Rail Services – 31 March 2023</p>
[6.2-A]	<p>7. Stakeholder Satisfaction</p> <p>7.1 The Operator shall:</p>	<p>n/a – ongoing obligation to take survey in each Contract Year (and</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(a) undertake one (1) Stakeholder Satisfaction Survey in the first Contract Year; and</p> <p>(b) provide the outputs of each such Stakeholder Satisfaction Survey to the Secretary of State as soon as reasonably practicable following its completion.</p> <p>7.2 In this paragraph 7, “Stakeholder Satisfaction Survey” means an independent survey taken anonymously to include, but not limited to, stakeholders across the Great Western network including elected representatives, local authority, business, voluntary and community sector and rail user groups.</p> <p>7.3 It is acknowledged that the Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract, propose the applicability of a business plan commitment equivalent to paragraph 7.1 in future Contract Years.</p>	<p>provide results to Secretary of State)</p>
[6.2-B]	<p>8. Community Fund</p> <p>8.1 The Operator shall establish a fund consistent with the Cost Budget (the “Community Fund”) and shall (in addition to the specified outputs set out in paragraph 8.2) utilise the Community Fund to incur expenditure during the first Contract Year in delivering output(s) in relation to one or more of the following areas:</p> <p>(a) supporting schools, colleges and community and/or other not for profit organisations;</p> <p>(b) educating persons studying at or otherwise connected with such organisations about the railway in general, the Rail Services in particular, and the benefits they bring to the community;</p> <p>(c) promoting the rail industry as a positive career choice (including to the social groups listed in paragraph 8.1(e) below);</p> <p>(d) helping young people to access job opportunities by providing vocational skills training and work experience and, where consistent with the needs of the business and the competencies of the individuals, the opportunity to access permanent employment;</p> <p>(e) undertaking activities with the objective of improving the visibility of the Operator amongst groups who are typically under-represented in the rail industry workforce (for example, but without limitation, women and those from a BAME background);</p>	<p>n/a – ongoing obligation to incur expenditure and deliver outputs and programmes in first Contract Year</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(f) supporting and providing seed funding for small community charities, enterprises and station adopters; and/or</p> <p>(g) initiatives, works or proposals which the Operator decides to undertake to resolve or mitigate issues raised with the Operator through consultation with stakeholders and users (such as passengers, potential passengers, persons protected by the Accessible Travel Policy and/or individuals with other protected characteristics (as defined under the EA 2010)).</p> <p>8.2 The Operator shall utilise funds comprised in the Community Fund to deliver two (2) Prince’s Trust ‘get into’ programmes (or programmes with reasonably equivalent outputs) during the first Contract Year.</p> <p>8.3 The Operator shall:</p> <p>(a) at each Contract Performance Meeting report on actions taken in relation to (and the status of) the delivery of outputs pursuant to paragraph 8.1; and</p> <p>(b) at each Periodic Finance Review Meeting report on the expenditure actually incurred in relation to such outputs,</p> <p>in each case, since the Start Date or the last such meeting (as the case may be).</p>	
[6.2-C]	<p>9. Armed Forces Covenant</p> <p>9.1 The Operator shall:</p> <p>(a) by no later than 9 December 2022 sign up to the Armed Forces Covenant; and</p> <p>(b) use all reasonable endeavours to achieve, by no later than 31 March 2023, a ‘Silver award’ under the Defence Employer Recognition Scheme.</p> <p>9.2 For the purposes of this paragraph 9:</p> <p>(a) “Armed Forces Covenant” means the Ministry of Defence initiative through which an organisation can enter into an enduring covenant with Her Majesty’s Government to demonstrate its intention to support the Armed Forces community through a range of written and publicised promises, in each</p>	<p>Sign up to Armed Forces Covenant – 9 December 2022</p> <p>Achieve award under Defence Employer Recognition Scheme – 31 March 2023</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>case as more particularly described at the date of the Contract at: https://www.gov.uk/government/publications/an-explanation-of-the-armed-forces-covenant; and</p> <p>(b) “Defence Employer Recognition Scheme” means the Ministry of Defence recognition scheme of the same name which identifies the recipient as delivering tangible support for the Armed Forces community.</p>	

Part 6: Accessibility

Commitment Name	Business Plan Commitments	BPC delivery date(s)
[7.1-A]	<p>1. Joint Diversity Impact Assessment Process</p> <p>1.1 The Operator shall use all reasonable endeavours to work with Network Rail (Wales & Western region) to implement a joint diversity impact assessment review panel to apply to the Wales & Western region only (the “Joint DIA Panel”) by no later than 31 March 2023.</p> <p>1.2 Once established, the Operator shall use all reasonable endeavours to ensure that the Joint DIA Panel will thereafter meet regularly to evaluate diversity impact assessments from both Network Rail and the Operator and the potential for those diversity impact assessments to impact on individuals with protected characteristics (as defined under the EA 2010).</p>	<p>Implement Joint DIA Panel – 31 March 2023</p>
[7.1-B]	<p>2. Accessibility Panel</p> <p>2.1 The Operator shall:</p> <ul style="list-style-type: none"> (a) procure that not less than five (5) meetings of the Accessibility Panel are held during the first Contract Year; (b) organise and hold an Accessibility Panel Planning Conference to consider which major events and infrastructure changes on the Operator’s network would benefit from enhanced engagement by the Accessibility Panel by no later than 11 November 2022; (c) make available remuneration to members of the Accessibility Panel in respect of their attendance at the events referred to above, [REDACTED¹³]. 	<p>Hold meetings of the Accessibility Panel – first Contract Year</p> <p>Hold planning conference – 11 November 2022</p>
[7.1-C]	<p>3. Minor Works</p>	<p>Incur expenditure – 31 March 2023</p>

¹³ 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	3.1 [REDACTED¹⁴] 3.2 The Operator shall not less than Quarterly report on actions in relation to the delivery of Minor Works pursuant to paragraph 3.1 and the expenditure actually incurred in relation to such actions.	Report on actions – not less than Quarterly
[7.1-D]	4. Tactile paving at Stations The Operator shall throughout the first Contract Year fully and effectively co-operate with Network Rail in relation to any plan proposed by Network Rail for the delivery of tactile paving on platforms at Stations (which shall include, if required by Network Rail, assisting Network Rail in identifying such platforms and Stations).	n/a – ongoing obligation to co-operate
[7.1-E]	5. Accessible Shuttle Bus at St Erth 5.1 The Operator shall, until such time as the Access for All Programme footbridge works at St. Erth Station are certified as complete and available for use by users of the Passenger Services, provide an accessible shuttle bus service between both sides of St. Erth Station at no cost to users during a total of sixteen (16) weeks in each Contract Year classified by the Operator as times of peak passenger demand for Passenger Services at St Erth Station. 5.2 In this paragraph 5, “ Access for All Programme ” means a programme of funding, allocated by the Secretary of State, for schemes to improve the accessibility of stations.	n/a – continuing obligation until such time as the Access for All Programme footbridge works at St. Erth Station are certified as complete and available for use by users of the Passenger Services
[7.2-A]	6. Inclusive Transport Leaders The Operator shall apply for ‘Inclusive Transport Committed’ level accreditation under the ‘Inclusive Transport Leaders Scheme’ by no later than 9 December 2022.	Apply for accreditation – 9 December 2022

¹⁴ 31 January 2023 (Date of Redactions Approval) CR03748 - 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.

Commitment Name	Business Plan Commitments	BPC delivery date(s)
[7.3-A]	<p>7. Social Media Plan</p> <p>7.1 The Operator shall by no later than 11 November 2022 develop and provide to the Secretary of State a costed plan to increase the use of social media to:</p> <ul style="list-style-type: none"> (a) advise passengers with disabilities on matters such as change or disruptions to Passenger Services and the provision of accessible rail replacement bus services; (b) respond to queries and questions, and receive feedback, from passengers with disabilities; and (c) raise awareness of additional services for passengers with disabilities, including Passenger Assist, the “Social Media Plan”. <p>7.2 The Secretary of State may:</p> <ul style="list-style-type: none"> (a) direct the Operator to implement any actions identified in the Social Media Plan which do not require incremental additional expenditure to be incurred; and (b) in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) or paragraph 6 (<i>Business Plan Revisions</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract (as the case may be), direct the Operator to implement such other actions: <ul style="list-style-type: none"> (i) as are identified in the Social Media Plan; and (ii) which do not fall within the scope of paragraph 7.2(a) above, as a specified future business plan commitment. <p>7.3 In this paragraph 7, “Social Media Plan” has the meaning given to it in paragraph 7.1.</p>	<p>Provide costed plan – 11 November 2022</p>

Part 7: Revenue

Commitment Name	Business Plan Commitments	BPC delivery date(s)
[8.2-A]	<p>1. Split Ticketing Mitigation Plan</p> <p>The Operator shall by no later than 14 October 2022 provide a report setting out its proposals for mitigating the adverse revenue impacts of split ticketing in respect of the Flows between London, Devon and Cornwall for the purposes of consideration by the Secretary of State in advance of, and in the context of, the fares setting round occurring in May 2023.</p>	<p>Provide report of proposals – 14 October 2022</p>
[8.3-A]	<p>2. Marketing Plan</p> <p>2.1 The Operator shall undertake the marketing activities set out in the Operator’s Marketing Plan in accordance with the plan and in so doing shall not expend more than the expenditure limits specified therein for each such marketing activity.</p> <p>2.2 The Operator shall at each Contract Performance Meeting report on actions in relation to the delivery of its Marketing Plan taken since the Start Date or the last such meeting as the case may be and the expenditure actually incurred in relation to such actions.</p> <p>2.3 In this paragraph 2, “Marketing Plan” means, for the first Contract Year, the applicable plan setting out the Operator’s proposed marketing activities for such Contract Year.</p> <p>2.4 It is acknowledged that the Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract, propose the applicability of a business plan commitment equivalent to this paragraph 2 in future Contract Years.</p>	<p>Report on actions and expenditure – each Contract Performance Meeting</p>
[8.5-A]	<p>3. Digital Advertising Review</p> <p>3.1 The Operator shall:</p> <p>(a) undertake, and by no later than 30 September 2022 complete, the Digital Advertising Review; and</p>	<p>Complete Digital Advertising Review – 30 September 2022</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(b) provide the Secretary of State with a report setting out the findings of the Digital Advertising Review and a plan to increase sites at Stations (including the Operator’s proposals in the context of such findings) which shall:</p> <ul style="list-style-type: none"> (i) specify clear and deliverable outputs and the steps required to implement such outputs; (ii) identifying relevant risks and potential mitigations; (iii) where reasonably appropriate identifying options for delivery of outputs; and (iv) identifying all estimated potential costs including of any proposed options <p>in a manner consistent with the potential incorporation of such proposals in the draft Business Plan to be submitted to the Secretary of State by no later than 15 December 2022 so that they are capable of being taken forward through the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (<i>Business Plan</i>) of the Contract if so directed by the Secretary of State.</p> <p>3.2 In this paragraph 3, “Digital Advertising Review” means a review of the Operator’s digital advertising estate at Stations (by reference to the location of relevant digital advertising assets) and which assesses potential commercial opportunities for the Operator to:</p> <ul style="list-style-type: none"> (a) upgrade existing digital advertising assets; and (b) increase the number of digital screens deployed at Stations and other relevant locations. 	
[8.5-B]	<p>4. IET Advertising Review</p> <p>4.1 The Operator shall:</p> <ul style="list-style-type: none"> (a) undertake, and by no later than 30 September 2022 complete, the IET Advertising Review to review the commercial advertising frames onboard (and shall use all reasonable endeavours to engage with relevant third parties and other stakeholders in doing so); and 	<p>Complete IET Advertising Review – 30 September 2022</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(b) provide the Secretary of State with a report setting out the findings of the IET Advertising Review and how the Operator is maximising (or can maximise) revenue (including the Operator’s proposals in the context of such findings) which shall:</p> <ul style="list-style-type: none"> (i) specify clear and deliverable outputs and the steps required to implement such outputs; (ii) identifying relevant risks (including as regards deliverability) and potential mitigations; (iii) where reasonably appropriate identifying options for delivery of outputs; and (iv) identifying all estimated potential costs including of any proposed options <p>in a manner consistent with the potential incorporation of such proposals in the draft Business Plan to be submitted to the Secretary of State by no later than 15 December 2022 so that they are capable of being taken forward through the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (<i>Business Plan</i>) of the Contract if so directed by the Secretary of State.</p> <p>4.2 In this paragraph 4, “IET Advertising Review” means a review of potential opportunities and/or approaches to install on-train advertising on Class 800 and Class 802 rolling stock vehicles within the Train Fleet.</p>	
[8.6-A]	<p>5. TfW Penalty Fare Scheme</p> <p>5.1 The Operator shall throughout the first Contract Year use all reasonable endeavours to work with Transport for Wales to procure the expansion of the TfW Penalty Fares Scheme to cover the full length of the London–South Wales Route.</p> <p>5.2 In this paragraph 5:</p> <ul style="list-style-type: none"> (a) “London–South Wales Route” means the Route from London Paddington station to Swansea station; and (b) “TfW Penalty Fare Scheme” means the penalty fare scheme operated at the date of the Contract by Transport for Wales in respect of certain parts of the London–South Wales Route only. 	<p>Work with Transport for Wales to procure the expansion of the TfW Penalty Fares Scheme – throughout the first Contract Year</p>

Part 8: Environment and Sustainability

Commitment Name	Business Plan Commitments	BPC delivery date(s)
[9.1-A]	<p>1. Decarbonisation Roadmap Strategy</p> <p>1.1 By no later than 9 December 2022 the Operator shall provide a draft of the Decarbonisation Roadmap Strategy to the Secretary of State in a manner consistent with the potential incorporation of relevant proposals from the draft Decarbonisation Roadmap Strategy in the draft Business Plan to be submitted to the Secretary of State by no later than 15 December 2022 so that they are capable of being taken forward through the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (<i>Business Plan</i>) of the Contract if so directed by the Secretary of State.</p> <p>1.2 By no later than 31 March 2023 the Operator shall (taking account of such comments as the Secretary of State may specify following receipt of the draft Decarbonisation Roadmap Strategy submitted by the Operator pursuant to paragraph 1.1) finalise and submit to the Secretary of State the Decarbonisation Roadmap Strategy.</p> <p>1.3 The Operator shall commence (and thereafter continue) the process of seeking validation of the science-based targets referred to in paragraph 1.3(a)(ii) below during the first Contract Year with a view to ensuring that such validation is achieved as soon as possible during the second Contract Year.</p> <p>1.4 In this paragraph 1:</p> <p>(a) “Decarbonisation Roadmap Strategy” means a strategy which shall include as a minimum:</p> <p>(i) a long-term pathway towards total decarbonisation of both traction and non-traction energy usage by 2050; and</p> <p>(ii) an associated set of science-based targets covering:</p> <p>(A) both traction and non-traction emissions; and</p> <p>(B) Scope 3 Emissions if such Scope 3 Emissions exceed forty per cent (40%) of total emissions of the Operator and the Operator’s value chain; and</p> <p>(iii) delivery milestones to be targeted by the Operator from the second Contract Year onwards for the remainder of the Contract Term; and</p>	<p>Provide draft Decarbonisation Roadmap Strategy – 9 December 2022</p> <p>Submit final Decarbonisation Roadmap Strategy – 31 March 2023</p>

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	<p>(b) “Scope 3 Emissions” means indirect emissions that occur in the Operator’s value chain which are not:</p> <p>(i) direct emissions from owned or controlled sources; or</p> <p>(ii) indirect emissions from the generation of purchased electricity, steam, heating and cooling consumed by the Operator.</p>	
[9.1-B]	<p>2. Climate Change Risk Assessment Methodology</p> <p>2.1 The Operator shall by no later than 31 March 2023 develop and submit to the Secretary of State a Climate Change Risk Assessment Methodology.</p> <p>2.2 In this paragraph 2, “Climate Change Risk Assessment Methodology” means a methodology for undertaking climate change risk assessments at all Stations.</p>	Submit Climate Change Risk Assessment Methodology – 31 March 2023
[9.1-C]	<p>3. Sustainability, Environmental and Social Value Training</p> <p>The Operator shall by no later than 31 March 2023 ensure that it delivers a programme of combined sustainability, environmental and social value training (of an appropriate specification) to not less than two hundred (200) Business Employees.</p>	Delivery of training programme – 31 March 2023
[9.1-D]	<p>4. Single-stream Waste Segregation</p> <p>4.1 The Operator shall by no later than 14 October 2022:</p> <p>(a) undertake a trial of Single-stream Waste Segregation at two (2) relevant passenger-facing locations; and</p> <p>(b) provide a report to the Secretary of State evaluating the impact of the Single-stream Waste Segregation trial on potential approaches to recycling more widely within the Operator’s business.</p>	Undertake trial and provide report – 14 October 2022

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	4.2 In this paragraph 4, “ Single-stream Waste Segregation ” means provision for passengers to segregate waste (for example, plastics, cans, papers and food waste) into separate receptacles to aid recycling and reduce the volume of mixed recycling removed from a location.	

Part 9: Other Business Plan Commitments

Commitment Name	Business Plan Commitments	BPC delivery date(s)
[10.1-A]	<p>1. Identification of budget to fund priorities and other committed obligations from the Previous Agreement</p> <p>1.1 The Secretary of State wishes to explore options for the delivery by the Operator under the Contract of the following:</p> <ul style="list-style-type: none"> (a) identified Committed Obligations still in delivery from the Previous Agreement; (b) identified priorities as agreed between the Operator and the Secretary of State; and (c) any other such priorities that may be directed by the Secretary of State from time to time, <p>together the “Identified Priorities and Previous Committed Obligations List”.</p> <p>1.2 The Operator shall by no later than 23 July 2022, and thereafter each Quarter, deliver a report to the Secretary of State setting out deliverable, value for money options for the funding of each of the outputs of the Identified Priorities and Previous Committed Obligations List, such options to include funding by way of:</p> <ul style="list-style-type: none"> (a) utilisation of amounts already included in the Cost Budget without any alteration to the overall amount of the Cost Budget or any existing Business Plan Commitments; (b) utilisation of amounts already included in the Cost Budget without any alteration to the overall amount of the Cost Budget but involving alteration to existing Business Plan Commitments; and (c) alterations to the Cost Budget which may involve alterations to other Business Plan Commitments. <p>1.3 Following consideration of each report provided by the Operator under paragraph 1.2 and in the context of any further information and discussion that the Secretary of State may require the Operator to provide or engage in, the Secretary of State may, in accordance with paragraph 3 (<i>Annual Business Plan Process</i>) or paragraph 6 (<i>Business Plan Revisions</i>) of Chapter 7.7 (<i>Business Plan</i>) of the Contract (as the case may be), require the inclusion of additional business plan commitments and (where applicable) the deletion or amendment of existing business plan commitments to contractualise the delivery of options selected by the Secretary of State and the Secretary of State shall also be entitled to make any required adjustments to the Cost Budget.</p>	<p>Provide report – 23 July 2022 (and each Quarter thereafter)</p>