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Dated 31 March 2023

(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 2023 - 2024

## **GREAT WESTERN NATIONAL RAIL CONTRACT**

## **BUSINESS PLAN COMMITMENTS 2023/24**

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#### **GREAT WESTERN NATIONAL RAIL CONTRACT**

#### **BUSINESS PLAN COMMITMENTS**

## **PARTS 1 - 8**

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 8 (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			BPC delivery date(s)
1-1	<b>1.</b> 1.1	<b>Open Data Champion</b> The Operator shall, throughout the second Contract Year, maintain the nominated Business Employee 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 2 (Cross-Industry Data Sharing) and Chapter 3 (Collaboration) of the NRC. Such Business Employee shall be identified by job title in the organisation chart referred to in paragraph 7.3 of Chapter 1.1 (Organisation and Management) of the NRC and shall be deemed part of the Key Personnel.	employee – second Contract Year

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1-2	2.	Cross-Industry Data Sharing	Maintain
			measures for
	2.1	The Operator shall throughout the second Contract Year maintain appropriate measures to embed a culture of	data sharing –
		data transparency and take action to share data openly with relevant interested parties as well as providing data	throughout
		analysis capabilities both internally within the Operator's business and as outputs to wider-industry bodies.	second Contract
		The Operator shall proactively:	Year and explore
			data that could
			be made

Commitment ID Number	Business Plan Commitments		BPC delivery date(s)
	(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;	available to customers.
	(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;	
	(c)	make use of industry-wide data and technology standards, to support cross-industry data integration, and	
	(d)	explore data that could be made available to customers about their journeys, including:	
		(i) punctuality,	
		(ii) train occupancy,	
		(iii) accessibility; and	
		(iv) station facilities.	
	data that may be relevan to ensure (subject to first additional costs resultin	ling an existing contract or entering into a new contract that includes the provision of at to interested industry-wide bodies, the Operator shall use all reasonable endeavours at establishing the availability of funding in the Cost Budget to meet any incremental g from the delivery of the outcomes envisaged by this paragraph 2 in the context of any the contract terms reasonably and properly facilitate data sharing.	

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1-3	3.	British Transport Police Enhanced Support	Work with BTP
	3.1	The Operator shall incur expenditure up to a maximum of <b>[REDACTED<sup>1</sup>]</b> to provide a package of Enhanced Support to the British Transport Police.	to provide enhanced support – [REDACTED
	3.2	The Operator shall, in collaboration with the British Transport Police, identify areas of rising concern and shall provide a report to the Secretary of State setting out the approach by 1 August 2023.	Provide a report identifying areas
	3.3	The Operator shall update the Secretary of State not less than Quarterly on the progress made by the Operator.	

Commitment ID Number	Busin	ess Plan Commitmen	ts	BPC delivery date(s)	
	3.4	British Transport Pol	expenditure referred to in paragraph 3.1 shall be agreed between the DReS and the ice 'C Division Western Superintendent' (or equivalent role) to enhance the delivery of to one or more of the following key activities:	of concern by 1 August 2023	
		(a)	reducing crime and anti-social behaviour on the railway;	Report on progress Quarterly	
		(b)	increasing passenger confidence with personal security on train and on station;		
		(c)	enhanced working and collaboration to support major events and engineering work; and		
		(d)	the development of joint initiatives to enhance safeguarding pursuant to and in the context of the Safeguarding Principles and Measures and the Operator's Safeguarding Strategy		
		subject in each case to	D:		
			ch adjustment(s) to the activities specified above as is required to take account of the troduction into operation of any new Station or train services; and/or;		
		ma	ch permanent adjustment(s) to the activities specified above as the Secretary of State ay agree, on written application from the Operator, following a review of prevailing me statistics and priorities between the DReS and the British Transport Police 'C vision Western Superintendent' (or equivalent role)		

<sup>&</sup>lt;sup>1</sup>23 October 2023 (Date of Redactions Approval) R-GWR-23-24 BPCS Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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3.5	In this paragraph 3:		
	(a)	<b>"DReS"</b> 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; and	
	(b)	<b>"National Railways Security Programme"</b> means the programme of the same name delivered by the 'Land Transport Security' (LTS) team in the Department for Transport.	

Commitment ID Number	Busir	ess Plan Commitment	s	BPC delivery date(s)
1-4	<b>4</b> ∙ 4.1	1	on Improvements our expenditure up to a maximum of [REDACTED <sup>2</sup> ] and shall utilise such expenditure in nts to accommodation for Business Employees during the [REDACTED <sup>3</sup> ].	Incur expenditure to deliver improvements – [REDACTED <sup>4</sup> ]
	4.2	The Operator shall: (a) (b)	at each Contract Performance Meeting report on actions taken in relation to (and the status of) the delivery of accommodation improvements pursuant to paragraph 4.1; and at each Periodic Finance Review Meeting report on the expenditure actually incurred in relation to the actions specified in paragraph 4.2(a),	Report on actions at each Contract Performance and Finance Review Meeting

<sup>&</sup>lt;sup>4</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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<sup>&</sup>lt;sup>2</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>&</sup>lt;sup>3</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- 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 2: People

Commitment Name	Busir	ness Plan Commitments	BPC delivery date(s)
2-1	1.	Investors in People Accreditation	Maintain accreditation –
	1.1	As set out in paragraph 3.2.1 of the 2022/23 Annual Business Plan, the Operator shall, throughout the second Contract Year, 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.	throughout second Contract Year
	1.2	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 1.1 in future Contract Years.	

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# Part 3: Collaboration

Commitment Name	Busir	ness Plan Commitments	BPC delivery date(s)			
3-1	1.     Collaboration Strategy					
	1.1	The Operator shall, upon receipt of the outputs from the 'Inaugural Collaboration Maturity Survey', undertake a review of the results and develop a plan to improve the Operator's collaborative behaviours and relationships and shall provide a report to the Secretary of State (the " <b>Collaboration Strategy</b> ") by no later than 13 October 2023 setting out the Operator's proposals in relation to the same, including timescales and dependencies for implementation of the proposals set out in the Collaboration Strategy.				
	1.2	The Secretary of State may, in accordance with paragraph 3 (Annual Business Plan Process) or paragraph 6 (Business Plan Revisions) of Chapter 7.7 (Business Plan) of the Contract (as the case may be), direct the Operator to implement the proposals set out in the Collaboration Strategy as a specified future business plan commitment.				
	1.3	In this paragraph 1:				
		(a) <b>"Collaboration Strategy</b> " has the meaning given to it in paragraph 1.1; and				
		(b) <b>Inaugural Collaboration Maturity Survey</b> ' means the survey of key industry partners carried out by the Operator in the first contract year in respect of the associated Business Plan KPI.				
3-2	2.	One Team Stations Initiative	Discharge			
	2.1	The Operator shall, during the second Contract Year, co-operate with Network Rail and other Train Operators (as applicable) on the implementation of the One Team Stations Implementation Plan approved by the Secretary of State in the first contract year.	obligations under the One Team Stations Implementation Plan			
	2.2	The Operator shall, including as may be requested by the Secretary of State or Network Rail, continue to consult, co-ordinate and co-operate with Network Rail and other Train Operators (as applicable) in respect of the development of the One Team Stations Initiative.	Report on progress Quarterly			
	2.3	In developing the One Team Stations Initiative pursuant to paragraph 2.2, the Operator shall collaborate and cooperate with Network Rail and, where applicable, any other Train Operators to identify and assess the	Qual torig			

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Commitment Name	Busin	ess Plan Commitmen	ts			BPC delivery date(s)
	<ul> <li>business case for any alternative operational delivery models, including joint management structures designed to improve customer service, operations and cost efficiency.</li> <li>2.4 If the Operator reasonably considers that any provision of this paragraph 2 requires, or is likely to require, it to do anything inconsistent with acting as a Good and Efficient Operator, it shall notify and consult with the Secretary 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).</li> </ul>					
	2.5	under the One Team		not less than Quarterly on the p lan and shall promptly notify th		
	2.6	In this paragraph 2:				
		(a)		ons" means each station which i ail is the Facility Owner of such		
		(b)	produced between Net	<b>s Implementation Plan</b> " n work Rail and the Operator, in when they will implement the On	the first Contract Year, setting	
		(c)	team' culture and ap collaborative working, customers are not able	<b>Initiative</b> " means measures as proach between Network Rai unified policies and organisatio to distinguish between Network ions, resulting in improved p	l and the Operator through onal delivery models such that a Rail and Business Employees	
3-3	3.	Devon & Cornwall	Initiative			Implement a
	3.1			ng with Network Rail, impleme wall (the " <b>Devon &amp; Cornwall</b>		trial with NR in Devon & Cornwall
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Commitment Name	Busin	ness Plan Commitments		BPC delivery date(s)
	3.2	The first year of such tri (a)	al to be focused on progressing in the following areas: <b>Performance Improvement</b> (specifically at Exeter). Including, but not limited to,	Report on actions at every second Contract
			focus on infrastructure performance, network capability, timetable resilience and station asset reliability; and	Performance Meeting
		(b)	<b>Efficiency Improvement</b> including, but not limited to, focus on improving maintenance through more efficient agreement of access and better productivity during the access, as well as a reducing unnecessary costs with a focus on removing duplication.	
	3.3		very second Contract Performance Meeting, report on actions in relation to the Devon & Cornwall Initiative pursuant to paragraph 3.2 taken since the 1 April 2023 or the case may be.	
	3.4	the first contract year to in Devon & Cornwall, w	<b>von &amp; Cornwall Initiative</b> " means the trial proposed to the Secretary of State in promote a 'one team' culture and approach between Network Rail and the Operator orking across traditional, functional boundaries, in order to achieve common goals ats in customer experience and cost efficiency for both organisations.	

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3-4	4.	[REDACTED <sup>5</sup> ]	Discharge obligations
	4.1	[REDACTED <sup>6</sup> ]	under the Contractual
	4.2	[REDACTED <sup>7</sup> ]	Relationship Review

Commitment Name	Busi	ness Plan Commitments	BPC delivery date(s)
3-5	5.	<b>Customer Experience Maturity Model</b> The Operator shall throughout the second Contract Year collaborate with industry partners (including the Secretary of State, Network Rail, Rail Delivery Group and Office of Rail and Road), in the development and implementation of an industry-wide customer experience maturity model that acts as a framework for assessing business capabilities (with respect to customer experience) against defined level of maturity in order to drive continuous improvement in rail services for customers.	Collaboration in respect of development and implementation of model – throughout second Contract Year

<sup>7 12</sup> September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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<sup>&</sup>lt;sup>5</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>&</sup>lt;sup>6</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- 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.

3-6	<b>6.</b> 6.1 6.2	Integrated Station Plan The Operator shall, by no later than 31 March 2024, use all reasonable endeavours to implement, in collaboration with Network Rail, a joined-up approach in station asset management through the creation of a Western Integrated Station Plan (the "Integrated Station Plan"). In this Paragraph 6. "Integrated Station Plan" means a plan covering Network Rail's Western Route that delivers benefits to customers and stakeholders, through better informed decision making and reduction in long term net cost to the industry as a result of the open sharing and integration of both organisations' data concerning the maintenance, enhancements and renewals of station assets.	Collaborate with Network Rail to create the Integrated Stations Plan
3-7	7. 7.1 7.2	Operational planning – Opening of Old Oak Common StationThe Operator shall, taking due regard of the requirements of paragraph 1 of Chapter 3 (Collaboration) of the NRC, fully and effectively co-operate with Network Rail, and any other relevant Specified Persons, with the objective of optimising access to the OOC Works Site whilst also seeking to identify and highlight any matters associated with OOC Works which could give rise to an adverse impact on passengers and revenue.The operator shall as soon as practicable, and by no later than the 28 April 2023, nominate:	Planning and review activities – throughout the second Contract Year Nomination of OOC Director and OOC
			and OOC Manager – by 2

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Commitment Name	Business Plan Commitme	ents	BPC delivery date(s)
	(a)	a board director of the Operator or a member of the senior executive team of the Operator (to be given the title " <b>OOC Director</b> "); and	April 2023 and throughout the second Contract
	(b)	an operational manager (to be given the title " <b>OOC Manager</b> "):	Year
	has due regard to a Station Working O referred to in para	or's approach to OOC Works, each with specific responsibility for ensuring the Operator all matters connected with the project and provides appropriate attendance at the OOC Group. Such Business Employees shall be identified by job title in the organisation chart graph 7.3 of Chapter 1.1 (Organisation and Management) of the NRC and shall be deemed rsonnel for the second Contract Year.	
		s that, where reasonably requested by Network Rail in sufficient time to enable the Operator ble industry processes and procedures, the Operator shall throughout the second Contract	
	(a)	undertake relevant:	
	(i)	access planning (short-term capacity planning and timetable planning);	
	(ii)	implementation of agreed access mitigation measures	
	(iii)	fleet impact assessment(s); and	
	(iv)	operational cost planning	
	(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 1 April 2023; and:	
	(i)	identify to the Secretary of State, Network Rail and HS2 Limited any matters which could give rise to an adverse impact on revenue and/or passengers using the Passenger Services (or passenger services operated by other Train Operators) and/or the Operator's provision of the Rail Services; and	

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Commitment Name	t Business Plan Commitments		BPC delivery date(s)	
	7.4	of State as to how su	ters identified pursuant to paragraph (b)(i) above, make recommendations to the Secretary ach matters might be addressed. The Operator shall also fully and effectively co-operate nd any other relevant Specified Persons, in considering and inputting into:	
		(a)	the station building design for Old Oak Common Station, including actively engaging in relevant discussions with Network Rail, and any other relevant Specified Persons, in relation to the same; and	
		(b)	the operational concept for the Great Western Main Line following commissioning into passenger service of Old Oak Common Station,	
	7.5	Process) of Chapter	hat the Secretary of State may, in accordance with paragraph 3 (Annual Business Plan 7.7 (Business Plan) of the Contract, propose the applicability of a business plan ent to paragraphs 7.1, 7.2, 7.3 and 7.4 in future Contract Years.	
	7.6	In this paragraph 7:		
		(a)	" <b>Old Oak Common Station</b> " means the new station which is to be constructed at Old Oak Common as part of the HS2 Project;	
		(b)	" <b>OOC Works</b> " the works for the construction, and commissioning into passenger service, of Old Oak Common Station;	
		(c)	" <b>OOC Works Site</b> " means the site(s) at which the OOC Works are to be undertaken; and	
			<b>"OOC Station Working Group</b> " 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.	

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#### **Part 4: Train Service Operations**

Commitment ID Number	Business Plan Commitments	BPC delivery date(s)
4-1	<ol> <li>Short-Term Fleet and Depot Strategy</li> <li>The Operator shall develop and submit to the Secretary of State, by no later than 15 September 2023, a strategy (the "Short-Term Fleet and Depot Strategy") which, taking full account of the output of "2024 Capacity &amp; Demand Review" referred to in paragraph 6 below and any other relevant Timetable proposals, shall as a minimum include:</li> </ol>	Submit Short- Term Fleet Strategy to SoS – 15 September 2023
	(a) the composition of the Train Fleet;	
	(b) the locations where each Fleet is maintained;	
	(c) [REDACTED <sup>8</sup> ]	
	(d) the training and development requirements of staff at the identified locations; and	
	(e) the expected Heavy Maintenance activities.	
	1.2. In preparing the Short-Term Fleet and Depot Strategy the Operator must consider the impact of the following:	
	(a) the withdrawal of the Castle Class fleet;	
	(b) the withdrawal of the Class 769 fleet;	
	(c) [REDACTED <sup>9</sup> ]	
	(d) [REDACTED <sup>10</sup> ]	
	1.3. In considering the impact of paragraph 1.2 (a) above, the Operator shall also undertake a review of any opportunities that may exist to extend the use of the Castle Class fleet beyond the December 2023 timetable change, whilst avoiding additional future Heavy Maintenance costs, the output of such review to be included in the Short-Term Fleet and Depot Strategy.	

<sup>&</sup>lt;sup>10</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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<sup>&</sup>lt;sup>8</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>9 12</sup> September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

4-2	<ul> <li>2. Battery Train Development Proposal</li> <li>2.1. The Operator shall develop and submit to the Secretary of State, by no later than 15 September 2023, a proposal (the "Battery Train Development Proposal") which, taking full account of the progress and development of the "Fast Charging Battery Train Trial" referred to in paragraph 5 below, extends the operation of battery trains on Great Western rail network branch lines. The proposals shall consider as a minimum the following: <ul> <li>(a) suitability of each branch line for battery operation;</li> <li>(b) availability of suitable power supplies;</li> <li>(c) potential conversion costs of D78 Stock vehicles to operate on the branch lines;</li> <li>(d) maintenance, stabling and servicing implications of the rolling stock; and</li> <li>(e) driver training and other operational costs of introduction.</li> </ul> </li> <li>2.2. The Operator shall use all reasonable endeavours to work with Network Rail to provide an estimate of the Infrastructure Costs likely associated with any such introduction which shall also be included in the Battery Train Development Proposal.</li> </ul>	Submit Battery Train Development Proposal to SoS – 15 September 2023

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4-3	3. Medium-Term Fleet and Depot Plan	Submit Mediun Term Fleet
	3.1. The Operator shall, taking account of the outputs of the "Short-Term Fleet and Depot Strategy" referred to in paragraph 1 above and the "Battery Train Development Proposal" referred to in paragraph 2 above, develop and submit to the Secretary of State, by no later than 31 March 2024, a plan (the " <b>Medium-Term Fleet and Depot Plan</b> ") which evaluates options for the rolling stock required to meet the demands of future service enhancements and Timetable proposals prior to any fleet replacement proposed through the "Future Fleet and Depot Proposal – "Project Churchward" referred to in paragraph 4 below. The plan shall include (but not be limited to) consideration of:	Strategy to SoS 31 March 2024
	(a) Mid-Cornwall Metro;	
	(b) MetroWest;	
	(c) Proposed new stations at Wellington and Cullompton;	
	(d) Proposed reintroduction of through trains between London and Bedwyn; and	
	(e) Proposed introduction of direct services between Bristol and Oxford.	

	um-Term Fleet and Depot Plan should consider the rolling stock currently in use together with that y become available through future industry wide fleet cascades. It should also consider the following:
(a)	number of vehicles required;
(b)	locations of vehicle maintenance;
(c)	impact of Operational training;
(d)	impact on Maintenance training;
(e)	potential introduction costs; and
(f)	reliability impacts of ageing DMU fleet.

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4-4	<ul> <li>4. Future Fleet and Depot Proposal – "Project Churchward"</li> <li>4.1. The Operator shall finalise and submit to the Secretary of State, by no later than 21 July 2023, taking due account of the progress of the "Fast Charging Battery Train Trial" referred to in paragraph 5 below, the final "Future Fleet and Depot Proposal" already delivered in Draft to the Secretary of State under Business Plan Commitment 5.2-A in the first Contract Year.</li> <li>4.2. 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 Future Fleet and Depot Proposal – "Project Churchward" as a specified future business plan commitment.</li> </ul>	Submit Future Fleet & Depot Strategy to SoS – 21 July 2023
4-5	<ul> <li>5. Fast charging infrastructure / battery train</li> <li>5.1 The Operator shall, during the Second Contract Year, manage the implementation and operation of the Fast Charging Battery Train Trial, working with relevant parties (including Network Rail and all other relevant suppliers) in a co-ordinated manner with a view to enabling the Fast Charging Battery Train Trial to produce meaningful results in support of wider decarbonisation objectives. It is acknowledged that:         <ul> <li>(a) the Operator, Network Rail and Secretary of State shall agree the revised implementation plan (the "Implementation Plan") for the Fast Charging Battery Train Trial by no later than 28 April 2023;</li> </ul> </li> </ul>	Manage the implementation and operation of the Fast Charging Battery Train Trial throughout the second Contract Year
	<ul> <li>(b) the Operator shall ensure that appropriate premises (including depot(s)) are secured as required to fulfil the Fast Charging Battery Train Trial;</li> <li>(c) the Operator shall ensure that any anomalies arising from the full stock review of all assets (other than trivial assets) purchased from the Battery Train Supplier are raised with the Administrators prior to three calendar months following the Completion Date;</li> </ul>	Submit Entry and Success Criteria by 28 April 2023 Agree Entry and

- (d) the duration of the Fast Charging Battery Train Trial shall be 12 months from commencement, unless the Operator provides, and Secretary of State and Network Rail agree, a recommendation for an alternate duration;
- (e) the Operator shall propose to the Secretary of the State, by no later than 28 April 2023 the **Entry Criteria** and **Success Criteria** for The Fast Charging Battery Train Trial

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- (f) the Operator shall use reasonable endeavours to ensure that the The Fast Charging Battery Train Trial Entry Criteria and Success Criteria shall be agreed by the Operator, Network Rail and the Secretary of State by no later than 26 May 2023
- (g) the Operator shall use reasonable endeavours to obtain all necessary approvals to enable the Fast Charging Battery Train Trial to commence.
- (h) The Operator shall collaborate with Network Rail (and other relevant parties) to collate and analyse data during the Fast Charging Battery Train Trial to inform the case for any subsequent wider deployment of the technology. This data shall include but is not limited to performance, environmental impact, operating costs, lessons learned and is intended to be included in a Trial Report to be produced following the end of the Fast Charging Battery Train Trial.
- 5.2 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).
- 5.3 Any rolling stock used in the Fast Charging Battery Train Trial shall be excluded from the Train Fleet.
- 5.4 In this paragraph 5, "**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.
- 5.5 In this paragraph 5, "**Implementation Plan**" means the document that sets out the revised plan for the implementation of the Fast Charging Battery Train Trial, submitted in the first Contract Year, which includes securing the use of appropriate premises, including depot(s).

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	<ul> <li>5.6 In this paragraph 5, "Entry Criteria" means a document that sets out the requirements that must be met before the Fast Charging Battery Train Trial can commence.</li> <li>5.7 In this paragraph 5, "Success Criteria" means a document that sets out the requirements and key measures, including third party dependencies, that need to be met to demonstrate whether the Fast Charging Battery Train Trial is a success. e.g. what needs to be demonstrated in order to prove that the technology is suitable for use on an operational railway.</li> <li>5.8 In this paragraph 5, "Battery Train Supplier" means Vivarail Ltd.</li> <li>5.9 In this paragraph 5, "Administrators" means Grant Thornton UK LLP.</li> <li>5.10 In this paragraph 5, "Completion Date" means Tuesday 14 February 2023.</li> </ul>	
4-6 <b>6</b> .		Submit Capacity / Demand Review– 18 August 2023

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6.2	[REDACTED <sup>11</sup> ]	
6.3	The 2024 Capacity & Demand Review shall also include a section which reviews the Operator's provision of services that currently operate earlier than 0600, and later than 2300.	

<sup>&</sup>lt;sup>11</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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6.4	The operator shall engage Capacity & Demand Revi	e with Network Rail and other stakeholders where appropriate to ensure that the 2024 iew:	
	(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;	
	(d)	identifies likely revenue gain or significant loss likely to arise from proposals;	
	(e)	identifies the number of passengers affected by the proposals and how they are affected; and	
	(f)	identifies all estimated potential costs including of any proposed options,	
	Plan to be submitted to t being taken forward thro	ner consistent with the potential incorporation of such proposals in the draft Business the Secretary of State by no later than 10 November 2023 so that they are capable of bugh the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (Business o directed by the Secretary of State.	

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4-7	7.	Provision of train l	oading data	Submit the proposal for the		
	7.1	of State and the Ope implementing an ong being collected by the	The Operator shall by, no later than 18 August 2023 (or such other timescales as may be agreed by the Secretary of State and the Operator), submit to the Secretary of State a proposal which sets out its approach for mplementing an ongoing report, within the existing cost budget, which provides a summary of data already being collected by the Operator in relation to the number of passengers travelling on each of its services (the <b>Train Loading Report</b> ") based upon:			
		(a)	Automatic Passenger Counting equipment, where it is installed;			
		(b)	Counts undertaken by on-board train staff;			
		(c)	Independent train counts (e.g. Green Book Counts); and			
		(d)	Any other count data obtained (e.g. on board surveys).			
	7.2	The Train Loading R timetable on each day	eport shall include, but shall not be limited to, for each train service operated in the of the week:			

(a)	The number of observations for that service;	
(b)	The predominant method for estimating the number of passengers (e.g. Automatic Passenger Counting, Guard Counts, Green Book Counts)	
(c)	The location of the "Critical Load Point" (the point on the journey with the largest number of passengers);	
(d)	The average number of passengers at the Critical Load Point;	
(e)	The maximum and minimum number of passengers at the Critical Load Point; and	
(f)	Any additional information that would be helpful in interpreting the data, e.g. whether any external events will have impacted on the numbers.	

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## Part 5: Customer and Communities

Commitment Name	Busin	ess Plan Commitments	BPC delivery date(s)
5-1	<b>1.</b> 1.1	Enhancements of Delay Repay propositionThe Operator shall, by no later than 2 February 2024, implement further enhancements, in accordance with paragraph 1.2, that enables customers who have subscribed, purchased and fulfilled through the Operator's Website or App to claim directly for Delay Repay Compensation when the journey they have booked is identified as being delayed above the Delay Repay Compensation thresholds.The enhancements referred to in paragraph 1.1 will allow customers to make claims directly from the following digital ticketing channels:(a)the GWR App; and(b)through the 'My Account' function at GWR.com.	Implement enhancements – 2 February 2024

Commitment Name	Business Plan Commitments		BPC delivery date(s)
5-2	2.	Integrated Transport Projects	[REDACTED <sup>12</sup> ]
	2.1	[REDACTED	
	2.2	The Operator shall:	

<sup>&</sup>lt;sup>12</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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	2.3	<ul> <li>public transport operators selected by the Operator for that without limitation such as wayfinding, inform journeys);</li> <li>(b) provide appropriate details paragraph 2.2(a) (the "Inter and")</li> </ul>	urs to work with relevant Local Authorities and/or other to identify suitable Integrated Transport Projects to be rimplementation during the second Contract Year (noting ch Integrated Transport Projects could relate to matters nation, ticketing or other schemes to support end-to-end s of the integrated transport projects selected pursuant to <b>egrated Transport Projects</b> ") to the Secretary of State; Transport Projects by no later than 31 March 2024. <b>ets</b> " has the meaning given to it in paragraph 2.2(a).	
5-3	3.	Customer experience training courses		Undertake training courses for 75% of
	3.1	the first Contract Year, shall:	The Operator, taking account of the percentage delivery achieved under Business Plan Commitment 6.1-F in the first Contract Year, shall:	
		courses to train individuals directly employ Services on the provision of a high standa	programme of customer experience training courses (being yed by the Operator in respect of the provision of the Rail rd of customer service) to be attended by no fewer than ees in aggregate across the first and second Contract Year;	Operator in the provision of the Rail Services in aggregate across the first and second Contract
			ees in appropriate roles (including at London Paddington rience training courses held by the Operator pursuant to	Year – 23 June 2023

Commitment Name	t Business Plan Commitments		BPC delivery date(s)	
	3.2	It is acknowledged that the Secretary of State may, in accordance with paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan) of the Contract, propose the applicability of a business plan commitment equivalent to paragraph 3.1 in future Contract Years for the purposes of continuing the provision of relevant training courses.		

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5-4	4.	Customer and Comm	nunity Improvement	n/a – ongoing obligation to
	4.1	on the Customer and Co out in paragraph 4.2) Contract Year in deliver	r expenditure consistent with the Cost Budget and as agreed with the Secretary of State ommunity Improvement programme and shall (in addition to the specified outputs set utilise the Customer and Community Improvement expenditure during the second ring output(s) that that have a customer or community benefit or address an area of to one or more of the following areas:	incur expenditure and deliver outputs and programmes in second Contract Year
		(a)	improving facilities for customers and/or communities at stations;	
		(b)	schools, colleges and community and/or other not for profit organisations;	
		(c)	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;	
		(d)	promoting the rail industry as a positive career choice (including to the social groups listed in paragraph 4.1(e) below);	
		(e)	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;	
		(f)	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);	
		(g)	supporting and providing seed funding for small community charities, enterprises and station adopters; and/or	
		(h)	initiatives, works or proposals which the Operator decides to undertake to resolve or mitigate issues raised with the Operator through consultation with stakeholders and	

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Commitment Name	Busin	ess Plan Commitments	BPC delivery date(s)
		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)).	
	4.2	The Operator shall utilise Customer and Community Improvement expenditure to deliver two (2) Prince's Trust 'get into' programmes (or programmes with reasonably equivalent outputs) during the second Contract Year.	
	4.3	The Operator shall:	
		(a) at each Contract Performance Meeting report on actions taken in relation to (and the status of) the delivery of outputs pursuant to paragraph 4.1; and	
		(b) at each Periodic Finance Review Meeting report on the expenditure actually incurred in relation to such outputs.	
5-5	5.	Defence Employer Recognition Scheme	Maintain accreditation as
	5.1	Throughout the second Contract Year the Operator shall maintain such 'Defence Employer Recognition Scheme' awards as it holds at the 1 April 2023 and shall:	at– 1 April 2023
		(a) use all reasonable endeavours to achieve, by no later than 31 March 2024, a 'Silver award' under the Defence Employer Recognition Scheme.	Achieve silver award under Defence Employer
	5.2	For the purposes of this paragraph 5:	Recognition Scheme – 31
		(a) <b>"Defence Employer Recognition Scheme</b> " means the Ministry of Defence recognition scheme of the same name which identifies the recipient as delivering tangible support for the Armed Forces community.	March 2024

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5-6	6.	Pipeline of potential schemes –	Provide a Station Improvement
	6.1	The Operator shall by no later than 18 August 2023 provide a report to the Secretary of State setting out details of a pipeline of potential station improvement schemes for consideration as part of future annual Business Planning rounds (and potentially in-year, if the affordability position allows) (the " <b>Station Improvement Pipeline Report</b> ").	Pipeline Report by 18 August 2023

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	6.2 This Station Improvement Pipeline Report should be shaped by customer and community engagement throughout the second Contract Year and include a suggested prioritisation of potential schemes by reference to their anticipated benefits and shall be updated from time to time by agreement of the Secretary of State.	

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5-7	7.	Quarterly On-Board Catering Report	Provide Quarterly On-
	7.1	The Operator shall, not less than Quarterly, provide a summary of on-board catering staffing and sales information (the " <b>Quarterly On-Board Catering Report</b> ").	Board Catering Report not less than Quarterly
	7.2	In this paragraph 7, "Quarterly On-Board Catering Report" means a report containing the following information relating to the prior Quarter:	
		(a) the volume, by product, of complimentary items served to First Class customers (total volume of each product, not split by service headcode or day of the week);	
		(b) the number of meals sold on GWR Pullman restaurant services (split out by service headcode and day of the week);	
		(c) the volume, by product, of sales of food and beverages (split out by service headcode and day of the week);	
		(d) the total number of staff rostered, in the prevailing long-term plan, to both First Class and Standard Class services (split out by service headcode and Monday to Friday, Saturday and Sunday);	
		(e) the results, as they may be available, of any Customer Satisfaction Monitor (CSM) and/or Mystery Shopper surveys undertaken during the Quarter, where such results are relevant to on-board catering; and	
		(f) the overall revenue received from on-board catering activities (split out by week).	

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Commitment Name	Busin	ess Plan Commitments		BPC delivery date(s)
5-8	<b>8.</b> 8.1 8.2	Year, undertake all requ against the RSSB's 'Com subsequently issued by t 18 August 2023, a " <b>Soci</b> a	<ul> <li>6.2.2 of the 2022/23 Annual Business Plan, the Operator shall, in the second Contract nired preparatory work to enable the Operator to measure and report performance mon Social Impact Framework' using the RSSB 'Social Value Tool' (and any guidance the Rail Social Value and Sustainability Working Group) and publish, by no later than al Value Report" via such channels as the Secretary of State may specify.</li> <li>cial Value Report" means a report containing the following information: the results of the Operator's measurements against the RSSB 'Common Social Impact Framework and Social Value Tool'; an overview of the progress the Operator has made to delivering a positive social impact; and 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.</li> </ul>	Undertake activities referred to in paragraph 8.1 – by no later than 18 August 2023 publish a Social Value Report

## Part 6: Accessibility

Commitment Name	Busin	ess Plan Commitments		BPC delivery date(s)
6-1	<b>1.</b> 1.1 1.2	The Operator shall use a continue the joint diver " <b>Joint DIA Panel</b> "), in The Operator shall use a evaluate diversity impac	<b>Act Assessment Process</b> all reasonable endeavours to work with Network Rail (Wales & Western region) to sity impact assessment review panel, to apply to the Wales & Western region only (the mplemented in the first Contract Year. all reasonable endeavours to ensure that the Joint DIA Panel meets regularly to ct assessments from both Network Rail and the Operator and the potential for those nents to impact on individuals with protected characteristics (as defined under the EA	Continue Joint DIA Panel – throughout second Contract Year
6-2	<b>2.</b> 2.1	Accessibility Panel The Operator shall: (a) (b) (c)	procure that not less than six (6) meetings of the Accessibility Panel are held during the second Contract Year; 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 10 November 2023; and make available remuneration to members of the Accessibility Panel in respect of their attendance at the events referred to above, provided that such remuneration shall not, in aggregate, exceed [REDACTED <sup>13</sup> ]	Hold meetings of the Accessibility Panel and make available renumeration to the members – second Contract Year Hold planning conference – 10 November 2023

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<sup>&</sup>lt;sup>13</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- 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.

6-3	3.	Minor Works	Incur expenditure – 31
	3.1	The Operator shall incur expenditure up to a maximum of <b>[REDACTED</b> <sup>14</sup> ] ("Minor Works Expenditure") which the Operator shall, in accordance with this paragraph 3.1, expend in undertaking small scale physical alterations	
		or additions at stations (not involving substantial works of construction or reconstruction) in order to improve the accessibility of those stations to Disabled Persons ("Minor Works Schemes").	Report on actions – not less than
			Quarterly

Commitment Name	Business Plan Commitments	BPC delivery date(s)
	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.	

## Part 7: Revenue

Commitment Name	Busi	ness Plan Commitments	BPC delivery date(s)
7-1	1.	<b>Split Ticketing Mitigation Plan</b> The Operator shall, by no later than 13 October 2023, provide a report setting out its proposals for mitigating the adverse revenue impacts of split ticketing in respect of the Flows including, but not limited to, between London, Reading and 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 2024.	Provide report of proposals – 13 October 2023
7-2	2.	<b>First Class Pricing Review</b> The Operator shall by no later than 13 October 2023 provide a report setting out its assessment of First- Class pricing and proposals to maximise revenue.	Provide report with finding and recommendations by 13 October 2023

<sup>&</sup>lt;sup>14</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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# Part 8: Environment and Sustainability

Commitment Name	Busir	ness Plan Commitments	BPC delivery date(s)
8-1	1.	Decarbonisation Roadmap Strategy	In the second Contract Year
	1.1	The Operator shall, subject to confirmation by the Secretary of State of the contents of the " <b>Decarbonisation Roadmap Strategy</b> ", submitted in the first Contract Year:	Commence Implementation of the actions in
		(a) commence implementation of the actions set out in the Decarbonisation Roadmap Strategy in accordance with the proposed milestones; and	
		(b) publish, by no later than, 23 June 2023 (or such other timescales as may be agreed by the Secretary of State and the Operator), the Decarbonisation Roadmap Strategy via such channels as the Secretary of State may specify.	
	1.2	The Operator shall develop interim targets based on credible trajectories and include these within its Decarbonisation Roadmap Strategy ahead of its publication:	– 23 June 2023
		(a) The Operator shall achieve scope 1 and scope 2 carbon reduction targets in line with Net Zero ambition and interim targets	
		(b) The Operator shall set and achieve a supplier engagement target for scope 3 emissions as part of its first interim target	
		(c) Alongside delivering supplier engagement, the Operator shall continuously improve scope 3 data to an extent it can set absolute supply chain reduction targets for subsequent interim targets	
8-2	2.	Expenditure on intelligent heating and lighting controls at Stations	Provide outline plan -28 April 2023

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2.1	The Operator shall incur a maximum expenditure of up to [ <b>REDACTED</b> <sup>15</sup> ] in procuring the installation of enhancements to the existing intelligent heating and lighting controls at not less than [ <b>REDACTED</b> <sup>16</sup> ] of its Stations for the purpose of reducing energy consumption.	[REDACTED <sup>17</sup> ]
2.2	The expenditure shall include enhancements in respect of one or more of the following areas:	
	(a) additional electricity meters to monitor consumption;	

<sup>&</sup>lt;sup>17</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

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<sup>&</sup>lt;sup>15</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- Where text has been omitted from the document - this is because the Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

<sup>&</sup>lt;sup>16</sup> 12 September 2023 (Date of Redactions Approval) R WMT 31032023 001 BPCs 23-24- 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	Busin	ess Plan Commitments		BPC delivery date(s)
		(b)	gas detection alert management integration;	
		(c)	intruder and fire alarm detection integration;	
		(d)	static inverter integration;	
		(e)	automatic door system integration; and	
		(f)	electric heating load control and monitoring integration.	
	2.3	The Operator shall, by r to Secretary of State.	o later than 28 April 2023, provide an outline plan for delivery of the enhancements	
	2.4		are that the intelligent heating and lighting controls referred to in paragraph 2.1 shall ach Station by no later than 31 March 2024, provided that:	
		(a)	the Operator's commitment pursuant to this paragraph 2 shall be subject to Network Rail providing the necessary consents to enable the Operator to comply; and	
		(b)	the Operator shall use all reasonable endeavours to procure that Network Rail provides such necessary consents in a timely manner.	
8-3	3.	Noise Management		Provide draft
	3.1	and submit to the Secre	no later than 10 November 2023, collaborate with RSSB and Network Rail to develop tary of State a draft strategy for the monitoring and management of environmental ts and stations, including from train-warning horns ("the <b>draft Noise</b> <b>gy</b> ").	Noise Management Strategy to SoS - 10 November 2023
	3.2 The draft Noise Management Strategy shall be prepared in a manner consistent with the potential incorporation of relevant proposals from within it being taken forward through the annual Business Plan process set out at paragraph 3 of Chapter 7.7 (Business Plan) of the Contract if so directed by the Secretary of State.			

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Commitment Name     Business Plan Commitments		ness Plan Commitments	BPC delivery date(s)
8-4	4.	Sustainability, Environmental and Social Value Training	Completion of training
	4.1	The Operator, taking account of the delivery achieved under Business Plan Commitment 9.1-C in the first Contract Year, shall:	programme from first contract year – 23 June 2023
		(a) by no later than 23 June 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 in aggregate across the first and second Contract Year.	
8-5	5.	Air Quality at Stations	Cooperate with RSSB to
	5.1	The Operator shall continue to fully and effectively cooperate with RSSB in implementing an air quality monitoring network, such network to involve:	implement Air Quality Monitoring
		(a) the Operator providing access to the Stations for the purposes of allowing RSSB to fit and maintain air quality monitoring equipment; and	hiomonig
		(b) utilising the data obtained from such air quality monitoring equipment in order to agree with RSSB and the Secretary of State air quality improvements plans aligned to agreed industry-wide approach and/or policy.	
	5.2	The Operator shall fully and effectively cooperate with RSSB to complete the Air Quality Monitoring Network and to develop and implement the air quality improvement plans referred to in paragraph 5.1 (b) above by no later than 31 March 2024.	
8-6	6.	Emission reduction from existing trains	Submit Short- Fleet Emission
	6.1	The Operator shall, no later than 31 March 2024, produce and submit to the Secretary of State a report (the " <b>Fleet Emission Reduction Report</b> ") which identifies and appraises the options for consideration by the Secretary of State to be taken forward in future Business Plans, to reduce air quality emissions from its diesel rolling stock forming part of the Train Fleet.	Reduction Report to SoS –31 March 2024
	6.2	The Fleet Emission Reduction Report produced by the Operator pursuant to paragraph 6.1 shall appraise the business case for each potential initiative identified, including consideration of:	
		(a) the anticipated implementation costs and timescales;	

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Commitment Name	Busine	ness Plan Commitments	BPC delivery date(s)
		(b) the anticipated impact on operating costs;	
		(c) deliverability; and	
		(d) quantification of the anticipated benefits in terms of air quality emissions reduction.	
	6.3	In this paragraph 6, "Fleet Emission Reduction Report" has the meaning given to it in paragraph 6.1.	

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