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Dated

18 September 2023

- (1) The Secretary of State for Transport
- (2) First Trenitalia West Coast Rail Limited

FINAL BUSINESS PLAN

Collation of Business Plan Commitments

West Coast Partnership

Business Plan Commitments 2023 - 2024

(agreed as part of ABP FY23-24 and correct as from October 2023)

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WCP NRC

Schedule of Business Plan Commitments 2023-24 (as annexed to Business Plan)

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

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

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

"Part One - ICWC Business Plan Commitments

Commitment ID Number		Business Plan Commitments			
ACCESSIBILIT	ГҮ				
ICWC-01.1	1.	Remote Chaperone Service	31 October 2023		
	1.1	The Operator shall, by no later than 31 October 2023, ensure a remote chaperone service is available on all routes. This service will ensure the social media team can monitor customers throughout their journey and provide support wherever and whenever needed ("Remote Chaperone Service").			
	1.2	1.2 The Operator shall incur a maximum spend of [REDACTED¹] completing its obligation at paragraph 1.1 above.			
ICWC-02.1	2.	Digital Wayfinding	10 December		
	2.1	The Operator shall, by no later than 10 December 2023 implement a digital wayfinding solution at Crewe, Rugby and Stoke-on-Trent stations, or as otherwise agreed with the Secretary of State.	2023		
	2.2	The Operator shall incur a maximum spend [REDACTED ²] completing its obligation at paragraph 2.1 above.			

² 27 November 2023 (Date of Redactions Approval) 3502736 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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ICWC-03.1	3.	Passenger Assist	31 December		
	3.1	The Operator shall, by no later than 31 December 2023, install Passenger Assist areas at a minimum of two stations.	2023		
COLLABORA	TION				
ICWC-04.1	4.	Strategic Partnership	31 March 2024		
	4.1	The Operator shall by no later than 31 March 2024 enter into a strategic partnership agreement with Trainline.			
ICWC-05.1	5.	Development Plan	31 March 2024		
	5.1	The Operator shall by no later than 31 March 2024, work collaboratively with Network Rail and London and Continental Railways Limited to provide to the Secretary of State a development plan which:			
		(a) is broken down station-by-station			
		(b) considers land development opportunities for housing;			
		(c) considers mixed-use development in and around stations;			
		(d) considers and supports all railway development requirements; and			
		(e) establishes milestones agreed with Network Rail and London and Continental Railways Limited,			
		(the "Development Plan")			
ICWC-05.2	5.2	The Operator shall keep the Development Plan updated and collaborate fully with Network Rail and London and Continental Railways Limited to implement the agreed milestones.			
CUSTOMER A	AND CO	MMUNITIES			
ICWC-06.1	6.	Prince's Trust "Get Into Rail" Programmes	31 March 2024		
	6.1	The Operator shall, by no later than 31 March 2024 work with the Prince's Trust to deliver at least two "Get Into Rail" programmes			
	6.2	The programmes delivered by the Operator pursuant to paragraph 6.1 above shall each:			
		(a) take place within the Operator's Geographic Area; and			
		(b) provide work experience, one-to-one mentoring and the potential for employment to successful participants.			
		The Operator shall incur a maximum spend [REDACTED3] completing its obligation at paragraphs 6.1 and 6.2 above.			

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ICWC-07.1	7•	Segregation Sites	31 March 2024		
		In this Business Plan Commitment "Segregation Sites" means designated sites where dry mixed recycling is separated from general waste ("Segregation Sites").			
	7.1	The Operator shall, by no later than 31 March 2024, install and thereafter maintain Segregation Sites at four stations.			
	7.2	The Operator shall incur a maximum expenditure [REDACTED4] in support of its obligation at paragraph 7.1.			
ICWC-08.1	8.	Noise Monitoring	31 October 2023		
	8.1	The Operator shall, as part of the sustainable rail strategy, work collaboratively with RSSB and Network Rail in order to develop a strategy for the monitoring and management of environmental noise (including from train warning horns) and shall publish such strategy by no later than 31 October 2023 and act in a manner consistent with its proper implementation through annual action plans.			
ICWC-09.1	9.	Biodiversity Net Gain Strategy	31 October 2023		
	9.1	The Operator shall develop a biodiversity net gain strategy and plan setting out:			
		(a) a baseline survey programme for all of the Operator's Stations;			
		(b) green wall and green roof opportunities; and			
		(c) how biodiversity will be incorporated into the Operator's asset management system,			
		("Biodiversity Strategy").			
ICWC-09.2	9.2	The Operator shall submit the Biodiversity Strategy to the Secretary of State by no later than 31 October 2023.			
ICWC-10.1	10.	Air Quality Monitoring			
	10.1	By no later than 31 December 2023 the Operator shall, working with RSSB, develop a plan for improving air quality at stations (the "Air Quality Plan"). The Plan shall include:	31 December 2023 to deliver		
		(a) approach to establishing baseline air quality data;	Paragraph 10.1		
		(b) agreed priorities and potential mitigations; and			
		(c) targets to improve air quality aligned to agreed industry-wide approach and/or policy.			
ICWC-10.2	10.2	The Operator shall fully and effectively cooperate with RSSB to design and implement an air quality monitoring network, managed and facilitated by RSSB, such network to involve:			
		(a) the Operator providing access to the Air Monitoring Stations for the purposes of allowing RSSB to fit air quality monitoring equipment;			

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		(b) allowing reasonable access to RSSB at each Air Monitoring Station in order to maintain and replace such air quality monitoring equipment from time to time; and	
		(c) utilising the data obtained from such air quality monitoring equipment in order to agree with RSSB and the Secretary of State air quality improvements plans aligned to agreed industry-wide approach and/or policy,	
ICWC-10.3		(the "Air Quality Monitoring Network").	
-	10.3	The Operator shall fully and effectively cooperate with RSSB to complete the Air Quality Monitoring Network and to implement the air quality improvement plans referred to in paragraph 10.2(c) by no later than 31 March 2024.	31 March 2024 to deliver Paragraphs 10.3
ICWC-10.4	10.4	On a Quarterly basis, the Operator shall produce and provide a report (to be provided at the same time as the Quarterly Forecast) to the Secretary of State which details the steps it has taken to comply with its obligations in paragraphs 10.1 to 10.3.	
	10.5	The Operator shall incur a maximum expenditure which does not exceed [REDACTED ⁵] in complying with its obligations under this paragraph 10.	Submit a report on Paragraphs 10.1-10.3 on
	For the	e purposes of this Business Plan Commitment:	quarterly basis
	"Air M	Monitoring Station" means all Stations, or as otherwise agreed with the Secretary of State.	
ICWC-11.1	11.	Building Management System	31 March 2024
	11.1	The Operator shall by no later than 31 March 2024, expand the Building Management System:	
		(a) by completing installation of electrical sub-metering across all stations; and	
		(b) for all Stations which use gas as a form of energy, by completing installation of meters in order to monitor usage of such gas utilities. In any Station where gas is used but a meter cannot be installed, the Operator shall provide to the Secretary of State all evidence detailing such restriction(s) within the relevant Station.	
I	11.2	The Operator shall incur a maximum expenditure of [REDACTED6] in carrying out its obligations under this paragraph 11.	
COMMITTED	OBLIGA	ATIONS FROM THE PREVIOUS AGREEMENT TO BE DELIVERED AS BUSINESS PLAN COMMITMENTS AFTER 15 (OCT 2023
ICWC-12.1	12.	Committed Obligations Final Report	23 October 2023
	12.1	For the purposes of this Business Plan Commitment:	
		"Committed Obligations Final Report" shall mean the report submitted to the Secretary of State under paragraph 131 of Schedule 6.2A of the Previous Agreement.	

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⁵ 27 November 2023 (Date of Redactions Approval) 3502736 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.

	12.2	The Operator shall, within one week of the Start Date provide to the Secretary of State an updated Committed Obligations Final Report, which shall include any updates and/or corrections to ensure accurate and consistent integration of the Operator's obligations from the Previous Agreement.	
ICWC-13.1	13.	CET Facilities	31 March 2023
	13.1	The Operator shall upgrade the CET facilities at relevant depots to prepare for an increased requirement to service Class 390 vehicles, by no later than 31 March 2024.	
	13.2	The Operator shall incur no expenditure in carrying out its obligations under this paragraph 13.	
ICWC-14.1	14.	At Seat Reservation System	31 December
	14.1	The Operator shall ensure that every unit of New Rolling Stock introduced into revenue earning passenger service shall as a minimum include a seat reservation system, which from 31 December 2023 shall allow passengers to change seat selection during travel using on-board seat sensor data through the customer app.	2023
	14.2	The Operator shall incur a maximum expenditure of [REDACTED7] in carrying out its obligations under this paragraph 14.	
ICWC-15.1	15.	Holyhead Depot and Regional Development Centres	31 January 2024
	15.1	The Operator shall, by no later than 31 January 2024 open at Holyhead, a crew and driver Depot and a Regional Development Centre.	
	15.2	The Regional Development Centre will be for employee training and development and will be equipped with:	
		(a) state-of-the-art learning technology; and	
		(b) training rooms, breakout areas and office space.	
	15.3	The Operator shall incur a maximum expenditure of [REDACTED8] in carrying out its obligations under this paragraph 15.	
ICWC-16.1	16.	Crewe Depot	31 December
	16.1	The Operator shall, by no later than 31 December 2023 open a crew Depot at Crewe station.	2023
	16.2	The Operator shall incur no further expenditure in carrying out its obligations under this paragraph 16.	
ICWC-17.1	17.	Refurbishment of Class 390 Rolling Stock	29 February
	17.1	The Operator shall, by no later than 29 February 2024, in line with the Refurbishment Supplemental Agreement dated 22 April 2022 (as may be amended with the permission of the Secretary of State), complete a refurbishment programme for all Class 390 rolling stock in the Train Fleet, which shall include:	2024

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(a)	all new upgraded seating in Standard Class Accommodation (including re-covering the tip-up seats in the 697xx and 699xx);
(b)	in each of the eleven (11) car units, the conversion of one (1) carriage currently providing first class accommodation to Standard Class Accommodation;
(c)	enhanced first class accommodation (including new seat cushions and premium quality coverings and glazed partitions between bays) (including re-covering the tip-up seats in the 694xx);
(d)	in each of the eleven (11) car units, install extra luggage storage space in each Standard Class Accommodation carriage;
(e)	racks for at least four (4) bicycles per unit;
(f)	upgrading the shop to a café;
(g)	replacing all lighting with LEDs and circadian lighting;
(h)	every pair of seats to be provided with access to at least one (1) 230v power socket and two (2) USB charging sockets, which are available for use by passengers;
(i)	wireless charging pads at all fixed tables, which shall be available for use by passengers;
(j)	braille signage (including braille seat numbers on the edge of each seat next to the aisle);
(k)	improved facilities for wheelchair users including:
	(i) in First Class Accommodation carriages, a repositioned 230v power socket suitable for recharging an electric wheelchair;
	(ii) relocated passenger information screens that are easily visible from the wheelchair space; and
	(iii) improved access to catering facilities;
(1)	upgraded passenger information systems which:
	(i) uses information from Darwin to display real-time journey updates; and
	(ii) can be updated by train crew through Smart Devices;
(m)	upgraded passenger information screens in saloons (which receive information from the upgraded passenger information systems and display real-time journey data) and on exterior doors;
(n)	vinyl wrap on saloon bulkheads;
(o)	Wi-Fi and media equipment and infrastructure as follows:
	(i) LTE.A/5G capable gateways;
	(ii) 10 Gbps Ethernet switches;
	(iii) multi input multi output (MIMO) external antennas;
	(iv) additional in-carriage Wi-Fi access points;

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			(v)	capable of interworking with existing Dual CAT7 10 Gbps fibre cable Ethernet Backbone and access points; and	
			(vi)	which is of a specification capable of delivering the mobile communications service;	
		(p)		ed toilet areas to include:	
		(P)	(i)	new floor coverings;	
			(ii)	new toilet pan shells;	
			(iii)	replacement of the existing wall coverings with an easier to clean material; and	
			(iv)	install 'Rate My Toilet' Quick Response (QR) codes containing a unique toilet code in each of our toilets;	
		(q)		al modifications to include:	
			(i)	improving tilt system reliability (ensuring that the improvements to the tilt system provide data to support Alliance Joint Task 12);	
			(ii)	installation of a real-time, remote condition monitoring system for toilets;	
			(iii)	digital upgrade of all on-train CCTV, in accordance with the CCTV Guidance;	
			(iv)	pantograph cameras; and	
			(v)	upgrading the Seat Reservation System	
		(r)	the refu	rbishment of the seat allocated in the Train Manager's office; and	
		(s)	the refu	urbishment of the vestibules.	
	17.2	to com	ipleting the	all incur a maximum expenditure across the Contract Period, which when added to the costs incurred in relation e refurbishment programme for all Class 390 rolling stock in the Train Fleet under the Previous Agreement does [99] (with this expenditure being rentalised under the corresponding Rolling Stock Lease).	
ICWC-18.1	18.	Redu	cing the I	Environmental Impact	29 February
	18.1	Progra		all, by 29 February 2024 but in any case by no later than the completion of the Pendolino Refurbishment suant to paragraph 17.1), make free of charge drinking water available on-board for all passengers who provide ner.	2024
ICWC-19.1	19.	New (Class 805	and 807	31 March 2024
	19.1				

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ICWC-20.1	20.	Line Speed	
	20.1	For the purposes of this Business Plan Commitment:	
		"Line Speed Project" shall mean the project with Network Rail to investigate and deliver an increased speed profile for the Operator's non-tilt rolling stock as per the Operator's obligations under paragraph 32.2 of Schedule 6.2A of the Previous Agreement.	
		"Line Speed Strategy" shall mean the strategy agreed with Network Rail for the Line Speed Project submitted to the Secretary of State under paragraph 32.3 of Schedule 6.2A of the Previous Agreement.	
		"Line Speed Implementation Plan" shall mean the implementation plan with Network Rail which includes the agreed approach between Network Rail and the Operator for implementing the Line Speed Strategy submitted to the Secretary of State under paragraph 32.4 of Schedule 6.2A of the Previous Agreement.	
ICWC-20.2	20.2	The Operator shall, in the Business Plan year ending on 31 March 2024:	31 March 2024 to
		(a) ensure that the Line Speed Strategy and the Line Speed Implementation Plan are kept up to date and use reasonable endeavours to agree each update with Network Rail;	deliver Paragraphs 20.1 – 20.2
		(b) promptly provide to the Secretary of State a copy of the Line Speed Strategy and the Line Speed Implementation Plan (and each update) within five (5) Weekdays after the date each is agreed with Network Rail;	
		(c) implement and comply with commitments on the Operator under the Line Speed Strategy and the Line Speed Implementation Plan (each as updated from time to time) and use reasonable endeavours to ensure that Network Rail does likewise;	
		(d) provide the Secretary of State with a quarterly report on the implementation of the Line Speed Strategy and Line Speed Implementation Plan, including:	
		(i) progress made against the timeframes, milestones and expenditure; and	
		(ii) areas of concern and risks identified by the Operator and/or Network Rail and details of suggested mitigation strategies.	
ICWC-20.3	20.3	The Operator shall, by no later than 29 February 2024, work collaboratively with Network Rail to deliver Phase 1 of the line speed project including, but not limited to, taking all reasonable measures to drive forward the delivery of speed sign installation and driver training.	29 February 2024 to deliver Paragraphs 20.3
	20.4	The Operator shall incur a maximum expenditure of [REDACTED ¹⁰] in carrying out its obligations under this paragraph 20.	
ICWC-21.1	21.	Mental Health First Aid Training	31 March 2024
	21.1	The Operator shall, by no later than 31 March 2024 use all reasonable endeavours to:	

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(a)	provide a minimum of half a day's mental health first aider training to all remaining customer facing Operator Employees; and	
(b)	provide a half-day orientation programme covering Health, Wellbeing and Mental Health to all new Operator Employees.	

Part Two: Shadow Operator Business Plan Commitments - Accepted Programme

<u>Note</u>: Except to the extent that the context otherwise requires or otherwise stated in these Business Plan Commitments, words and expressions defined in the National Rail Contract or the Shadow Operator Programme definitions shall have the same meanings when used in these Business Plan Commitments.

Customer and Commercial (Shadow Operator Cost Category)

Commitment ID Number	Business Plan Commitments				
Stations					
ShOp-01.1	1.	Statio	ns Strategy	Undertake	
	1.1	1 In this Business Plan Commitment:		activities outlined in	
		(a)	"Curzon Street Stage 1 HS2 Scope" means the HS2 Scope relating to the Operator's role in reviewing the stage 1 design for Birmingham Curzon Street station (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1);	Paragraphs 1.1 – 1.9 within the current BPC	
		(b)	"Curzon Street Stage 2 HS2 Scope" means the HS2 Scope relating to the Operator's role in reviewing the stage 2 design for Birmingham Curzon Street station (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1);	Year 2023-24	
		(c)	"Euston Design" means HS2 Limited's design and plans for the high speed station at London Euston;		
		(d)	"Euston Partnership" means the partnership between the Secretary of State for Transport, HS2 Limited and Network Rail which is responsible for co-ordinating the development of London Euston station and the surrounding area, including the dedicated team set up to deliver integration activities;		
		(e)	"Euston Design HS2 Scope" means the HS2 Scope relating to the Operator's role in reviewing the Euston Design (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1);		
		(f)	"Euston Partnership HS2 Scope" means the HS2 Scope relating to the Operator's role in providing input into the Euston Partnership (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1);		

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		(g)	for Int	Change Stage 1 HS2 Scope " means the HS2 Scope relating to the Operator's role in reviewing the stage 1 design terchange station (as amended from time to time, and as agreed (or determined) by the Secretary of State in lance with Appendix 1 of Chapter 11.1);		
		(h)	for Int	change Stage 2 HS2 Scope " means the HS2 Scope relating to the Operator's role in reviewing the stage 2 design terchange station (as amended from time to time, and as agreed (or determined) by the Secretary of State in lance with Appendix 1 of Chapter 11.1); and		
		(i)	decisio	ak Common HS2 Scope " means the HS2 Scope relating to the Operator's role in supporting the final design ons at Old Oak Common station (as amended from time to time, and as agreed (or determined) by the Secretary of a accordance with Appendix 1 of Chapter 11.1).		
	1.2	detaile	d in Eusto	all, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are n Design HS2 Scope, as being undertaken and/or delivered in the current Business Plan Year, in accordance with requirements set out in the Euston Design HS2 Scope.		
ShOp-01.2	1.3	detaile	d in the E	all, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are uston Partnership HS2 Scope, as being undertaken and/or delivered in the current Business Plan Year, in the timings and requirements set out in the Euston Partnership HS2 Scope.		
ShOp-01.3	1.4	detaile	The Operator shall, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are detailed in the Old Oak Common HS2 Scope as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the Old Oak Common HS2 Scope.			
ShOp-01.4	1.5	detaile	The Operator shall, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are detailed in the Interchange Stage 1 HS2 Scope, as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the Interchange Stage 1 HS2 Scope.			
ShOp-01.5	1.6	The Opshall:	erator sha	all, by no later than 31 December 2023, deliver to the Secretary of State the Interchange Stage 2 HS2 Scope and		
		(a)	either:			
			(i)	confirm that delivery of the Interchange Stage 2 HS2 Scope can reasonably be expected to be carried out and delivered in line with the timings envisaged for the Interchange Stage 2 HS2 Scope in the Accepted Programme; or		
			(ii)	set out any changes which the Operator expects will be required to the Accepted Programme to reflect the Interchange Stage 2 HS2 Scope, together with an explanation of and justification for such changes;		
		(b)	either:			
			(i)	confirm that the Interchange Stage 2 HS2 Scope can reasonably be expected to be carried out and delivered in line with the costs envisaged for the Interchange Stage 2 HS2 Scope within the Shadow Operator Cost Category for Customer and Commercial as set out in the Modelling Suite as most recently Placed in Escrow; or		
			(ii)	set out any changes which the Operator expects will be required to the Modelling Suite most recently Placed in Escrow to reflect the Interchange Stage 2 HS2 Scope, together with an explanation of and justification for such changes; and		

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		(c) if applicable, propose any Business Plan Revisions which may be necessary to reflect any aspects of the Interchange Stage 2 HS2 Scope.	
ShOp-01.6	1.7	The Operator shall, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are detailed in the Interchange Stage 2 HS2 Scope, as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the Interchange Stage 2 HS2 Scope.	
ShOp-01.7	1.8	The Operator shall, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are detailed in the Curzon Street Stage 1 HS2 Scope, as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the Curzon Street Stage 1 HS2 Scope.	
ShOp-01.8	1.9	The Operator shall, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are detailed in the Curzon Street Stage 2 HS2 Scope, as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the Curzon Street Stage 2 HS2 Scope.	
Fares			
ShOp-02.1	2.	Fares Options Analysis The Operator shall undertake those activities and deliver those deliverables which are detailed in the Scoping Document for the Fares Options Analysis (document reference: Fares Analysis Scope Document: 51-0000-SCO-0001 (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1)), as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in such Scoping Document (other than the provisions set out in paragraph 4.2.1 (schedule of meetings) of such Scoping Document).	Undertake activities outlined in Paragraph 2 within the current BPC Year 2023-24
Functional R	equirem	nents for Passenger Proposition Aspects	
ShOp-o3.1	3.	Functional Requirements for Passenger Proposition Aspects	30 December
	3.1	In this Business Plan Commitment:	2023
		"Branding Design HS2 Scope" means the HS2 Scope setting out the Operator's role in collaborating with HS2 Limited in the development of branding design proposals for HS2 Limited as future infrastructure manager for: (i) the infrastructure, including station signage; (ii) rolling stock; and (iii) such other aspects as notified by the Secretary of State in writing (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1);	Undertake activities outlined in
ShOp-03.2	3.2	The Operator shall, by no later than 30 December 2023, deliver to the Secretary of State the Functional Requirements relating to catering logistics, developed in accordance with the requirements of paragraph 6 of Appendix 1 (<i>Required Outputs</i>) to Chapter 11.1 (<i>Shadow Operations</i>).	Paragraphs 3.1 - 3.3 within the current BPC Year 2023-24
ShOp-03.3	3.3	The Operator shall, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are detailed in the Branding Design HS2 Scope, as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the Branding Design HS2 Scope.	

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4.1 In this Business Plan Commitment: (a) "Unified Target Operating Model" means the operating model which will deliver High Speed Services by identifying capabilities and integrations across HSz Limited, the Operator and other relevant stakeholders and will enable proper alignment and efficient integration during transition to operation of the High Speed Services; (b) "UTOM HS2 Scope" means the HS2 Scope relating to the Operator's role in supporting the development of the Unified Target Operating Model (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1); 4.2 The Operator shall, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are detailed in the UTOM HS2 Scope as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the UTOM HS2 Scope. Flect and Depots (Shadow Operator Cost Category) Design Review: High Speed Rolling Stock ShOp-05.1 5. Design Review: High Speed Rolling Stock Functional Requirements as agreed between the Operator and HS2 Limited (document reference: 2728-0000-PLN-0001) (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1). 5.2 The Operator shall undertake those activities and deliver those deliverables, which are detailed in the High Speed Rolling Stock Functional Requirements Plan as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the High Speed Rolling Stock Functional Requirements Plan. Design Review: Home Depot The Operator shall undertake the activities set out in paragraph 7.4 of Appendix 1 (Required Outputs) to Chapter 11.1 (Shadow Operations) in respect of the Functional Requirements relating to the Home Depot. Operations (Shadow Operator Cost Category)	
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Calcard Company Calcard Co	activities outlined in
Comparison of the Unified Target Operating Mode (las amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1); 4.2	Paragraphs 4.1 – 4.2 within the current BPC
Rect and Depots (Shadow Operator Cost Category) Design Review: High Speed Rolling Stock	Year 2023-24
ShOp-05.1 5. Design Review: High Speed Rolling Stock 5.1 In this Business Plan Commitment,	
ShOp-05.1 ShOp-06.1	
5.1 In this Business Plan Commitment, "High Speed Rolling Stock Functional Requirements Plan" means the plan relating to the High Speed Rolling Stock Functional Requirements as agreed between the Operator and HS2 Limited (document reference: 2728-0000-PLN-0001) (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1). 5.2 The Operator shall undertake those activities and deliver those deliverables, which are detailed in the High Speed Rolling Stock Functional Requirements Plan as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the High Speed Rolling Stock Functional Requirements Plan. Design Review: Home Depot The Operator shall undertake the activities set out in paragraph 7.4 of Appendix 1 (Required Outputs) to Chapter 11.1 (Shadow Operations) in respect of the Functional Requirements relating to the Home Depot. Operations (Shadow Operator Cost Category)	
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ShOp-06.1 6. Design Review: Home Depot The Operator shall undertake the activities set out in paragraph 7.4 of Appendix 1 (Required Outputs) to Chapter 11.1 (Shadow Operations) in respect of the Functional Requirements relating to the Home Depot. Operations (Shadow Operator Cost Category)	Year 2023-24
The Operator shall undertake the activities set out in paragraph 7.4 of Appendix 1 (Required Outputs) to Chapter 11.1 (Shadow Operations) in respect of the Functional Requirements relating to the Home Depot. Operations (Shadow Operator Cost Category)	
Operations) in respect of the Functional Requirements relating to the Home Depot. Operations (Shadow Operator Cost Category)	
ShOp-07.1 7. TSS Options Report	
	20 December
7.1 In this Business Plan Commitment:	2023
"Initial Baseline TSS" means Configuration State G, the form of baseline TSS provided by the Secretary of State to the Operator;	

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	7.2	The Operator shall, by no later than 20th December 2023 deliver to the Secretary of State an Initial Output Report in relation to the Initial Baseline TSS for Configuration State G, in accordance with the agreed Scoping Document (document reference: TSS Options Report Scope Document v4.00 and Scope Addendum – Interim / Old Oak Common 6 trains per hour stage: 039-0000-SCO-0001 (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1).	
Systems			
ShOp-08.1	8.	Control Arrangements and Traffic Management Process	Undertake
	8.1	In this Business Plan Commitment:	activities outlined in
		"Systems HS2 Scope" means the HS2 Scope relating to the Operator's role in supporting the development of the operational control systems in relation to the train interface, the critical control systems and train management systems, the depot and NICC (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1).	Paragraphs 8.1 – 8.2 within the current BPC Year 2023-24
	8.2	The Operator shall, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are detailed in the Systems HS2 Scope as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the Systems HS2 Scope.	
Initial Trial	Operatio	ons Plan	
ShOp-09.1	9.	Initial Trial Operations	Undertake
	9.1	In this Business Plan Commitment:	activities outlined in
		" Trial Operations Scope " means the Scoping Document relating to the Trial Operations Plan (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1).	Paragraphs 9.1 – 9.2 within the
	9.2	The Operator shall, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are detailed in the Trial Operations Scope as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the Trial Operations Scope.	current BPC Year 2023-24
Strategic Op	erationa	l Baseline Forecast	<u>'</u>
ShOp-10.1	10.	Strategic Operational Baseline Forecast	Undertake
	10.1	In this Business Plan Commitment:	activities outlined in
		"SOBF Scope" means the Scoping Document relating to the Strategic Operational Baseline Forecast (as amended from time to time, and as agreed (or determined) by the Secretary of State in accordance with Appendix 1 of Chapter 11.1).	Paragraphs 10.1 – 10.2 within the current BPC
	10.2	The Operator shall, upon request of the Secretary of State, undertake those activities and deliver those deliverables, which are detailed in the SOBF Scope as being undertaken and/or delivered in the current Business Plan Year, in accordance with the timings and requirements set out in the SOBF Scope or as specified by the Secretary of State.	Year 2023-24

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Part Three: Shadow Operator Business Plan Commitments – <u>Transitional Programme</u>

NOT USED