

**RAIL PUBLIC REGISTER COPY
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Dated 31 March 2023

- (1) The Secretary of State for Transport
- (2) West Midlands Trains Limited

FINAL BUSINESS PLAN

Collation of Business Plan Commitments

West Midlands

Business Plan Commitments 2023 - 2024

WMT NRC

Schedule of Business Plan Commitments (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*)."

BUSINESS PLAN COMMITMENTS

1 NOT USED

2 NOT USED

3 NOT USED

4 NOT USED

5 NOT USED

6 Apprentice Retention (PPAP)

- 6.1 During each Contract Year, the Operator shall identify any new apprenticeship opportunities for the purposes of upskilling the Operator's workforce and improving the customer experience in the context of the obligation to ensure a rolling 1.6% (rising to 2.5% using reasonable endeavours by [REDACTED¹] of Business Employees shall be undertaking an apprenticeship throughout the Contract Year.
- 6.2 The Operator in each Contract Year shall use reasonable endeavours to recruit 20% of apprenticeship appointments from an underrepresented group including, but not limited to, females, ethnic minorities, lower social economic backgrounds, and armed forces.
- 6.3 The Operator shall fund its apprenticeship obligations from the Apprenticeship Digital Account.
- 6.4 For the purposes of this Business Plan Commitment "Apprenticeship Digital Account" means the annual apprenticeship levy paid to the government by the Operator.

¹ 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.

7 Safety and Security (PPAP)

- 7.1 The Operator shall, as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan), by no later than 15 December in each Business Plan Year, submit to the Secretary of State a report on the number of physical assaults on employees of the Operator together with a proposed strategy for reducing the same.
- 7.2 The Operator shall, subject to the inclusion of the costs in the relevant Cost Budget for each Contract Year:
- (a) NOT USED;
 - (b) develop a proposed scope for a trial of body-worn cameras by Business Employees and submit the same to the Secretary of State for approval by 31 March 2022;
 - (c) [REDACTED²]
 - (d) make available six hundred (600) body worn camera units to Customer Facing Staff by 31 March 2023;
 - (e) by 31 July 2023 enter into a contract to provide 9 (nine) Transport Safe Officers to respond to crime and security issues covering a minimum of 70 hours per week in total across the West Midlands Railway Business Unit.
 - (f) undertake a full review of the Operator's:
 - (i) security strategy by 31 May 2023; and
 - (ii) cyber security strategy by [REDACTED³]
- 7.3 In this Business Plan Commitment "Customer Facing Staff" means customer facing employees of the Operator working in Stations or on-board the Rolling Stock Units (including drivers but excluding train presentation staff) and any other role as agree with the Secretary of State.
- 7.4 In this Business Plan Commitment "Transport Safe Officer" means members of staff [REDACTED⁴] who travel across the West Midlands Railway business unit responding to crime and security issues.

8 British Transport Police Officer Secondment (COLAP09)

- 8.1 The Operator shall, subject to the inclusion of the costs in the relevant Cost Budget for each Contract Year continue the agreed British Transport Police inspector secondment arrangements.
- 8.2 The Operator shall:

² 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 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.

⁴ 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.

- (a) the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such seconded does not exceed [REDACTED⁵] (for the avoidance of doubt adjusted pro rata where the secondment is for less than that full period) in carrying out its obligations under paragraph 8.1; and
- (b) in the second Contract Year, incur a maximum expenditure of [REDACTED⁶] (for the avoidance of doubt adjusted pro rata where the secondment is for less than that full period) in carrying out its obligations under paragraph 8.1.
- (c) in the third Contract Year, incur a maximum expenditure of [REDACTED⁷] (for the avoidance of doubt adjusted pro rata where the secondment is for less than that full period and [REDACTED⁸] in carrying out its obligations under paragraph 8.1.

8.3 The Operator shall as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan), by no later than [REDACTED⁹] in each Business Plan Year, submit to the Secretary of State a report on what the BTP secondment arrangements have achieved in the previous Business Plan Year (including in respect of the Rail Services).

9 NOT USED

10 NOT USED

11 Accessibility Manager (PPAP)

11.1 The Operator shall, subject to the inclusion of the costs in the relevant Cost Budget for each Contract Year, continue to employ a suitably qualified and experienced employee of the Operator as an integration and accessibility manager who shall be responsible for delivering the accessibility initiatives and be the key contact for customers and Stakeholders in respect of accessibility issues (the "Integration and Accessibility Manager").

11.2 The Operator shall:

- (a) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such Integration and Accessibility Manager does not exceed [REDACTED¹⁰] (for the avoidance of doubt adjusted pro rata if

⁵ 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 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.

⁷ 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.

⁸ 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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¹⁰ 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.

the employment is for less than that full period) in carrying out its obligations under paragraph 11.1;

- (b) in the second Contract Year, incur a maximum expenditure of [REDACTED¹¹] (for the avoidance of doubt adjusted pro rata if the employment is for less than that full period) in carrying out its obligations under paragraph 11.1; and
- (c) in the third Contract Year, incur a maximum expenditure of [REDACTED¹²]

Collaboration

12 NOT USED

13 NOT USED

14 NOT USED

Train Service Operations

15 Fleet Improvement Initiatives (TSOAP13)

15.1 The Operator shall:

- (a) implement fleet improvement initiative proposals as from time to time agreed with the Secretary of State within their agreed timescales;
- (b) in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED¹³] in implementing the agreed fleet improvement initiatives under paragraph 15.1(a);
- (c) in the second Contract Year, incur a maximum expenditure which does not exceed [REDACTED¹⁴] in implementing the agreed fleet improvement initiatives under paragraph 15.1(a);
- (d) by [REDACTED¹⁵], complete the Class 172 HVAC SSR replacement and AVIS-E2M integration; and

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¹² 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.

¹³ 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.

¹⁴ 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.

¹⁵ 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.

- (e) in the third Contract Year, incur a maximum expenditure which does not exceed [REDACTED¹⁶] in completing the agreed replacement and integration under paragraph 15.1(d).

15.2 The Operator shall:

- (a) as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan) of this Contract, by no later than [REDACTED¹⁷] in each Business Plan Year submit for the Secretary of State's approval a draft list of fleet improvement initiatives in accordance with paragraphs 15.2(b) and 15.2(c);
- (b) ensure that the fleet improvement initiatives for the relevant Business Plan Year will, once implemented, have the intention of improving:
 - (i) the Train Fleet's safety functions;
 - (ii) the Train Fleet's environmental impact;
 - (iii) the Train Fleet's reliability, performance and efficiency (but excluding Mandatory Modifications); and/or
 - (iv) facilities for use at any depot used by the Operator for the purposes of maintaining the Train Fleet; and
- (c) subject to:
 - (i) the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan (including (for the avoidance of doubt) as from time to time updated pursuant to any Business Plan Revisions);
 - (ii) the inclusion of the costs in the relevant Cost Budget; and
 - (iii) (where applicable under the provisions of paragraph 2.15 of Chapter 7.5 (Variations, Changes and Amendments) of this Contract) the update of the Operational Performance Target(s), implement such agreed fleet improvement initiatives.

16 Fleet Improvement (ASDO) (TSOAP07)

16.1 Subject to the agreement of the counterparty to the relevant Maintenance Contract to a variation of its terms (which the Operator shall use all reasonable endeavours to obtain) the Operator shall complete the agreed installation of the Automatic Selective Door Operations ("ASDO") systems:

- (a) NOT USED;
- (b) subject to the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and subject to the inclusion of the costs in the relevant Cost Budget,

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¹⁷ 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.

complete the installation and commissioning of the ASDO systems on the Class 350 units by no later than [REDACTED¹⁸]

- (c) subject to the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and subject to the inclusion of the costs in the relevant Cost Budget, complete the installation and commissioning of the ASDO systems on the Class 172/1 units by no later than [REDACTED¹⁹]

17 Fleet Improvement (Fleet Introduction) (TSOAP)

- 17.1 Subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall continue to collaborate and co-operate with the Secretary of State in connection with the introduction of the 4-car Class 196 fleet [REDACTED²⁰]

18 [REDACTED²¹]

18.1 [REDACTED²²]

[REDACTED²³]

[REDACTED²⁴]

- 18.2 The Operator shall, in the first two Contract Years, (subject to the inclusion of the relevant costs in the relevant Cost Budget for the first and second Contract Year) incur a maximum aggregate expenditure which, when added to ERMA Final Part Year Actual Costs incurred does not exceed [REDACTED²⁵] its obligations under paragraph 18.1 by 31 March 2023.

¹⁸ 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.

¹⁹ 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.

²⁰ 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.

²¹ 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.

²² 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.

²³ 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.

²⁴ 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.

²⁵ 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.

19 NOT USED**20 Service Option Schemes (TSO)**

20.1 The Operator shall continue to collaborate actively with industry partners in assessing and developing future opportunities and proposals for the enhancement of the Rail Services

20.2 The Operator shall:

- (a) implement Service Option Schemes as from time to time agreed with the Secretary of State within their agreed timescales;
- (b) in the first Contract Year, incur a maximum expenditure which when added to ERMA Final Part Year Actual Costs incurred in relation to Service Option Schemes, does not exceed [REDACTED²⁶] in implementing the agreed Service Option Schemes; and
- (c) in the second Contract Year, incur a maximum expenditure of [REDACTED²⁷] in implementing the agreed Service Option Schemes.
- (d) in the third Contract Year, incur a maximum expenditure of [REDACTED²⁸] in implementing the agreed Service Option Schemes,

20.3 The Operator shall:

- (a) as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan) of this Contract, by no later than [REDACTED²⁹] in each Business Plan Year submit for the Secretary of State's approval draft Service Option Schemes; and
- (b) subject to:
 - (i) the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan (including (for the avoidance of doubt) as from time to time updated pursuant to any Business Plan Revisions);
 - (ii) the inclusion of the costs in the relevant Cost Budget; and
 - (iii) (where applicable under the provisions of 2.15 of Chapter 7.5 (*Variations, changes and Amendments*) of this Contract) the update of the Operational Performance Target(s), implement such agreed Service Option Schemes.

²⁶ 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.

²⁷ 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.

²⁸ 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.

²⁹ 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.

21 NOT USED**22 Wi-fi Service Levels (TSO)**

22.1 The Operator shall continue to provide customers with free of charge Wi-fi on trains (other than on the Class 139 units and the 7 extra Class 319 units).

23 NOT USED**Customer and Communities****24 NOT USED****25 DCIS and Multi-Modal DCIS Screens at Stations (CACAP22)**

25.1 In this Business Plan Commitment:

- (a) **"DCIS"** means a digital customer information system which provides real-time updates on the Passenger Services via a high-definition display; and
- (b) **"Multi-Modal DCIS Screens"** means a multi-modal DCIS which provides real-time arrivals and departures information for other transport modes.

25.2 The Operator shall, by no later than [REDACTED³⁰], complete the agreed programme to replace the existing customer information systems screens with DCIS screens, such that new DCIS screens are installed at all Stations (excluding Barlaston and Wedgwood).

25.3 Subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall include Bromsgrove and Coleshill Parkway stations within the agreed programme pursuant to paragraph 25.2 and shall complete such installation by such date as may be agreed by the Parties

25.4 The Operator shall:

- (a) as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan) of this Contract, by no later than 15 December 2021, submit for the Secretary of State's approval a final draft programme for the installation of at least 60 Multi-Modal DCIS Screens at the relevant Stations;
- (b) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such initiatives under the Previous Agreement, does not exceed [REDACTED³¹] in carrying out its obligations under paragraphs 25.2 and 25.4(a).
- (c) NOT USED; and

³⁰ 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.

³¹ 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.

- (d) in the third Contract Year, incur a maximum expenditure of [REDACTED³²] in carrying out its obligations under paragraphs 25.2, 25.3 and 25.4(a)
- 25.5 Subject to the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall, by no later than by no later than [REDACTED³³], complete the approved installation.
- 26 NOT USED**
- 27 NOT USED**
- 28 Social Value Report (CACAP11)**
- 28.1 In this Business Plan Commitment, ("**Social Value Report**") means the social value report which includes:
- (a) an overview of the progress the Operator has made to delivering a positive social impact;
 - (b) agreed KPIs; and
 - (c) 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.
- 28.2 The Operator shall:
- (a) prepare a Social Value Report for the Initial Business Plan Year and thereafter for each Business Plan Year;
 - (b) provide the Secretary of State with an Executive Summary for the Social Value Report within two Reporting Periods following the end of the relevant Business Plan Year and a copy of the final Social Value Report by 30th June 2022 (with the exception of the third Contract Year); and
 - (c) publish the Social Value Report on its website one month after its delivery to the Secretary of State.
- 28.3 In the third Contract Year, the Operator shall:
- (a) provide the Secretary of State with a copy of the Social Value Report by 30 June 2023; and
 - (b) publish the Social Value Report on its website one month after its delivery to the Secretary of State.

³² **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.**

³³ **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.**

29 Transport Focus Support Role (CACAP07)

29.1 The Operator shall, subject to the inclusion of the costs in the relevant Cost Budget for each Contract Year, (which the Parties agree are not anticipated to exceed [REDACTED³⁴] for the second Contract Year) continue the agreed Transport Focus secondment arrangements with the aim of:

- (a) informing and improving customer service delivery;
- (b) utilising the feedback of passengers to provide the Operator with research and policy recommendations, aimed at improving the customer passenger experience; and

29.2 The Operator shall, in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED³⁵] (for the avoidance of doubt adjusted pro rata if the secondment is for less than that first Contract Year) in carrying out its obligations under paragraph 29.1.

29.3 The Operator shall as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan), by no later than 15 December in each Business Plan Year, submit to the Secretary of State a report on what the Transport Focus secondment arrangements have achieved in the previous Business Plan Year (including in respect of the Rail Services).

29.4 The Operator shall, in the second Contract Year, incur a maximum expenditure of [REDACTED³⁶] (for the avoidance of doubt adjusted pro rata if the secondment is for less than that second Contract Year) in carrying out its obligations under paragraph 29.1.

29.5 The Operator shall, in the third Contract Year, incur a maximum expenditure of [REDACTED³⁷] in carrying out its obligations under paragraph 29.1.

30 NOT USED

31 Get Into Transport Programme (CACAP08b)

31.1 In this Business Plan Commitment, "Get Into Transport Programme" means a two-week programme delivered in conjunction with any youth charity or organisation of the Operator's choice or the Operator undertaking this commitment themselves (whichever is their preference) to increase access to jobs in the transport industry for young people.

31.2 The Operator shall:

- (a) by no later than 31 March 2022, deliver one Get into Transport Programme

³⁴ 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.

³⁵ 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.

³⁶ 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.

³⁷ 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.

- (b) subject to relevant safety and security requirements being met, by no later than [REDACTED³⁸] use reasonable endeavours to deliver one Get Into Transport Programme.

32 Platform Validators (CACAP12)

32.1 The Operator shall:

- (a) subject to the inclusion of the costs in the relevant Cost Budget, by no later than 31 October 2022;
- (i) install platform validators (except heads and networks) at appropriate entrance, interchange and exit points at all Stations (only one can be installed at Great Malvern station by 31 October 2022) within the West Midlands Ticketing Area which do not currently have automatic ticket gates; and
- (ii) install the second platform validator at Great Malvern station by 31 March 2023.
- (iii) The platform validators heads, network switches installation timeline will be agreed with the Department by 31 March 2023.
- (iv) By [REDACTED³⁹], install the platform validator heads and network switches to the validators installed under paragraph 32.1(a)(i) and 32.1(a)(ii).
- (b) in carrying out its obligations under paragraph 32.1(a) incur a maximum expenditure which when added to ERMA Final Part Year Actual Costs incurred in relation to such initiatives under the Previous Agreement does not exceed [REDACTED⁴⁰] by 31 March 2022;
- (c) in the second Contract Year, in carrying out its obligations under paragraph 32.1 (a), incur a maximum expenditure of [REDACTED⁴¹]; and
- (d) in the third Contract Year, the Operator shall not incur expenditure in carrying out its obligations under paragraph 32.1 (a).

33 Online Customer Panel (CACAP23)

- 33.1 Subject to paragraph 33.2 and the inclusion of the costs in the relevant Cost Budget, the Operator shall (unless otherwise notified by the Secretary of State), throughout the Contract Period, continue to operate and maintain the web-based Online Customer Panel established by the Operator for the purposes of carrying out quantitative research and qualitative focus groups.
- 33.2 The Operator shall also use all reasonable endeavours to increase the number of the panellists to 5,000 by no later than 31 March 2022.

³⁸ 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.

³⁹ 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.

⁴⁰ 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.

⁴¹ 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.

33.3 If requested by the Secretary of State and subject to the inclusion of the costs in the relevant Cost Budget, the Operator will work collaboratively with parties specified by the Secretary of State (such as other Train Operators and RDG) to establish and participate in "TOC agnostic" customer panel.

33.4 From the third Contract Year, maintain a minimum of 4,000 panellists in the web-based Online Customer Panel established by the Operator for the purposes of carrying out quantitative research and qualitative focus groups.

34 Stakeholder Equality Group (CACAP24)

34.1 The Operator shall, in each Business Plan Year, hold meetings of the Stakeholder Equality Group (which shall include representatives from such other disability and accessibility organisations as invited by the Operator) in each Quarter (and a virtual meeting shall discharge the Operator's obligations set out in this paragraph 19.1).

35 CCTV Installation (CACAP25)

35.1 In this Business Plan Commitment:

(a) **“Year 1/2 CCTV Installations”** means the installation of CCTV cameras as agreed between the Parties under the Previous Agreement (and subsequently revised in November 2022) at the following Stations:

Acton Bridge, Aspley Guise, Aston, Bedford St Johns, Birmingham Snow Hill, Bow Brickhill, Cannock, Dudley Port, Erdington, Fenny Stratford, Kempston Hardwick, Kings Norton, Lidlington, Millbrook, Northfield, Polesworth, Ridgmont, Sandwell & Dudley, Selly Oak, Small Heath, Spring Road, Stewartby, Stourbridge Junction, Sutton Coldfield, The Hawthorns, Tile Hill, Tyseley, Walsall, Wilnecote, Woburn Sands, Worcester Foregate Street.

(b) **“Year 3 CCTV Installations”** means installation of CCTV cameras at the following Stations:

Berkswell, Bletchley, Bournville, Chester Road, Coleshill Parkway, Coseley, Cradley Heath, Droitwich Spa, Earlswood, Five Ways, Four Oaks, Great Malvern, Hagley, Hall Green, How Wood, Jewellery Quarter, Kings Langley, Lea Hall, Lye, Malvern Link, Old Hill, Olton, Park Street, Rowley Regis, Shirley, St Albans Abbey, Stone, Stourbridge Town, Tame Bridge Parkway, Tipton, Water Orton, Watford North, Whitlocks End, Winsford, Wolverton, Worcester Shrub Hill, Yardley Wood;

(c) **“Year 4 CCTV Installations”** means installation of CCTV cameras at the following Stations:

Acocks Green, Albrighton, Apsley, Atherstone, Bearley, Bedworth, Bescot Stadium, Bilbrook, Blake Street, Blakedown, Bordesley, Bricket Wood, Butlers Lane, Canley, Cheddington, Claverdon, Codsall, Colwall, Cosford, Danzey, Garston, Hampton in Arden, Hamstead, Hartford, Hartlebury, Langley Green, Ledbury, Lichfield Trent Valley, Long Buckby, Marston Green, Milton Keynes, Oakengates, Penkridge, Rugeley Trent Valley, Shenstone, Shifnal, Smethwick Galton Bridge, Smethwick Rolfe Street, Stechford, The Lakes, Tring, Widney Manor, Wilmcote, Witton, Wood End, Wootton Waven, Wyld Green, Wythall;

(d) **“Further CCTV Installations”** means the Year 4 CCTV Installations.

35.2 The Operator shall:

- (a) by no later than 31 March 2023,
 - (i) carry out Year 1/2 CCTV Installations; and
 - (ii) procure 55 Network Video Recorders and 900 CCTV cameras in preparation for the Further CCTV Installations.
- (b) in the first Contract Year, the Operator shall not incur any expenditure in relation to such CCTV installations; and
- (c) in the second Contract Year, in carrying out its obligations under paragraph 35.2(a), incur a maximum expenditure of [REDACTED⁴²].
- (d) by no later that the [REDACTED⁴³], carry out the year 3 CCTV installations
- (e) in the third Contract Year, in carrying out its obligations under paragraph 35.2(d), incur a maximum expenditure of [REDACTED⁴⁴]

35.3 Subject to:

- (a) the Secretary of State confirming agreement to proceed with the Further CCTV Installations in writing by no later than 31 May 2022; and
- (b) the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and the inclusion of the costs in the relevant Cost Budget, the Operator shall carry out each of the Year 3 CCTV Installations and the Year 4 CCTV Installations in the relevant Business Plan Year.

36 NOT USED

37 NOT USED

38 NOT USED

39 NOT USED

40 Station Improvements (CACAP31)

40.1 In this Business Plan Commitment, "Station Improvements" means a programme of improvements to Stations as from time to time agreed between the Parties (or determined by the Secretary of State).

40.2 The Operator shall:

- (a) implement such Station Improvement proposals as from time to time agreed with the Secretary of State within their agreed timescales

⁴² 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.

⁴³ 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.

⁴⁴ 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.

- (b) in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED⁴⁵] in implementing the agreed Station Improvements under paragraph 40.2(a);
- (c) in the second and third Contract Years, not incur any costs in relation to their obligations in respect of the Station Improvements under paragraph 40.2(a);
- (d) as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan) of this Contract, by no later than [REDACTED⁴⁶] in each Business Plan Year submit for the Secretary of State's approval a draft list of Station Improvements;
- (e) subject to:
 - (i) the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan (including (for the avoidance of doubt) as from time to time updated pursuant to any Business Plan Revisions); and
 - (ii) the inclusion of the costs in the relevant Cost Budget;

implement such agreed Station Improvements in accordance with the relevant Business Plan.

40.3 The Operator acknowledges and agrees that Station Improvements which relate to WMRBU Stations shall also;

- (a) be developed collaboratively through the West Midlands Station Alliance;
- (b) be endorsed by the West Midlands Station Alliance Board; and
- (c) (for the avoidance of doubt) comply with the branding requirements relating to the WMR Brand (as set out or referred to in the Brand Licence).

40.4 The Operator shall (in addition to its other reporting obligations), within 30 days after the end of each Business Plan Year, provide to WMRE and the Secretary of State a report on progress and evidence of expenditure in respect of the Station Improvements undertaken in the relevant Business Plan Year which relate to or impact on the West Midlands Railway Business Unit.

41 Sustainable Car Usage (CACAP32)

41.1 In this Business Plan Commitment, "**Electric Car Station**" means each of the following Stations:

- (a) Wolverhampton
- (b) Kidderminster
- (c) Leighton Buzzard
- (d) Milton Keynes Central

⁴⁵ 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.

⁴⁶ 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.

- (e) Bletchley
- (f) Tring
- (g) Berkhamsted
- (h) Tamworth
- (i) Lichfield Trent Valley; and
- (j) Telford.

41.2 The Operator shall by no later than 15 December 2021:

- (a) undertake power surveys at each Electric Car Station; and
- (b) as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan) of this Contract use the results of such surveys to provide to the Secretary of State for consideration a recommended and an estimate of costs and draft programme for installing two electric vehicle charging points at each of the Electric Car Stations.

41.3 The Operator shall by no later than 31 March 2023, install two electric vehicle charging points at each of the Electric Car Stations (excluding Milton Keynes Central) in line with the programme provided by the Operator under paragraph 41.2 (b) and approved by the Secretary of State. In complying with its obligations under this paragraph 41.3, the Operator shall incur a maximum of £136,000 (one hundred and thirty-six thousand pounds) unless otherwise agreed by the Secretary of State

41.4 The Operator shall by no later than [REDACTED⁴⁷]

42 Smart Ticket Target Uptake (CACAP09)

42.1 In this Business Plan Commitment:

- (a) **"Smart Ticket"** excludes "magstripe" and is an electronic ticket that evidences a Fare;
- (b) **"Swift"** means the smartcard operated by the TfWM; and
- (c) **"Swift Account Based Ticketing"** means a multi-modal scheme enabling pay-as-you-go for customers in the West Midlands using their Swift smartcard or a contactless payment card.

42.2 Subject to paragraph 23.4, the Operator shall, by no later than [REDACTED⁴⁸], ensure that at least [REDACTED⁴⁹] of passenger journeys on the Passenger Services in each Reporting Period are made using Smart Tickets.

⁴⁷ 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.

⁴⁸ 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.

⁴⁹ 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.

- 42.3 Subject to paragraph 23.4, the Operator shall, by no later than 31 March 2025, ensure that at least 90% of passenger journeys on the Passenger Services in each Reporting Period are made using Smart Tickets.
- 42.4 The Parties acknowledge that the Operator's obligations pursuant to paragraphs 23.2. and 23.3 are subject to:
- (a) the introduction of a sufficient number of new schemes to increase the application of Smart Tickets to new or existing multi-modal fares schemes;
 - (b) the Operator being able to retail Smart Ticket Fares on Swift smartcards provided that the cost of achieving the same does not exceed [REDACTED⁵⁰]
 - (c) the RDG procuring the introduction of cEMVs between Watford Junction Station and Tring Station;
 - (d) Swift Account Based Ticketing being introduced within the West Midlands Ticketing Area as proposed by Transport for West Midlands;
 - (e) ticket vending machines within Stations along the Routes being able as at 31 December 2022 of issuing Smart Tickets and where this is not the case then to the extent that the Operator needs to incur expenditure to procure the same, the Parties agree that this shall be a Cost Budget Change Event for the purposes of paragraph 1.23 of Appendix1 (Trigger Events) of Chapter 7.5 (Variations, Changes and Amendments) of this Contract and there shall be a Business Plan Revision in consequence of the same; and
 - (f) there being no changes to retailing strategy within the rail industry between the Start Date and 31 March 2022, provided that where relevant, the Operator has used all reasonable endeavours achieve or facilitate such matters (as applicable).

43 NOT USED

44 NOT USED

Revenue

45 Revenue Protection Steering Group (REVAP06)

- 45.1 The Operator shall hold Revenue Protection Steering Group meetings at the end of each Quarter throughout the Contract Period to inform the Ticketless Travel Survey benchmarks and guide strategic direction and tactical activity based on the results of the Ticketless Travel Surveys.

46 Revenue Management System (REVAP02)

- 46.1 In this Business Plan Commitment, "**Revenue Management System**" means a software system which monitors advance booking and booking arrangements for seats applicable to the Passenger Services in order to:
- (a) produce recommendations for optimising passenger revenue;

⁵⁰ **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.**

- (b) forecast future demand for Passenger Services; and
- (c) utilise such information to recommend efficiencies for utilisation of the Train Fleet.

46.2 NOT USED;

46.2 The Operator shall tender and enter into a contract with the successful bidder to provide the Operator with a Revenue Management System by 30 June 2023.

47 Annual Marketing Plan (REVAP3)

47.1 The Operator shall:

- (a) throughout the Initial Business Plan Year, implement the Marketing Plan agreed between the Parties prior to the Start Date; and
- (b) incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such initiatives under the Previous Agreement does not exceed [REDACTED⁵¹] in carrying out its obligations under paragraph 47.1(a).

47.2 The Operator shall as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan), by no later than [REDACTED⁵²] in each Business Plan Year submit for the Secretary of State's approval a draft, costed Marketing Plan which focuses on (as a minimum):

- (a) maximising demand-generative opportunities to support an increase in passenger revenue;
- (b) leveraging customer enhancements and corporate social responsibility programmes; and
- (c) aligning the Operator's approach to the latest Secretary of State requirements, whilst also understanding and adapting where appropriate to the regional agendas (including WMRE and the West Midlands Grand Railway Collaboration),

(the draft "**Annual Marketing Plan**")

47.3 Subject to the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall, implement the approved Annual Marketing Plan for each Business Plan Year.

47.4 In the third Contract Year, the Operator shall incur a maximum expenditure which does not exceed [REDACTED⁵³] in complying with its obligations under this paragraph 47.2. Mobile Ticket Validator (REVAP04)

47.5 Subject to the agreement of the trade unions (which the Operator shall use all reasonable endeavours to obtain in accordance with paragraph 1.1. (*Rail Workforce*) of Chapter 2.2 (*Rail*

⁵¹ 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.

⁵² 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.

⁵³ 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.

Workforce) of this Contract), the Operator shall, by no later than 31 March 2022, introduce an online application for Senior Conductors to use on their mobile smart phones and/or tablet devices which will:

- (a) make ticket checking faster and more effective;
- (b) increase scan rates/clipping for barcode tickets; and
- (c) be able to validate Flexible Tickets.

48 NOT USED

49 Operator Direct Debit Schemes (REVAP)

49.1 In this Business Plan commitment, "Direct Debit Scheme" means a scheme under which customers can purchase an annual Season Ticket Fare and pay the cost of such Season Ticket Fare by monthly direct debit payments.

49.2 The Operator shall ensure that throughout the Contract Period the Direct Debit Scheme shall continue to be provided with TfWM (WMCA) for passengers purchasing nTrain, nNetwork and any other tickets that evidence Season Ticket Fares for travel in the West Midlands Ticketing Area.

49.3 NOT USED

49.4 NOT USED

Environment and Sustainability

50 Environmental KPIs and Roadmap to 2050

50.1 The Operator shall, as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan) of this Contract:

- (a) by no later than 15 December 2021, provide to the Secretary of State for consideration its proposed Business Plan KPIs for environmental targets;
- (b) by no later than 31 March 2023, develop and agree with the Secretary of State a strategic approach and roadmap setting out a long-term pathway towards total decarbonisation of both traction and non-traction carbon by 2050;
- (c) by no later than the 31 October 2022, provide to the Secretary of State a fully costed plan to develop validated Science-Based Targets for carbon emissions;
- (d) by no later than 31 March 2023, reduce non-traction electricity and gas usage by 2.5%;
- (e) subject to the data in paragraph 50.1(f) being available, by no later than [REDACTED⁵⁴], provide to the Secretary of State a report identifying and developing the case for specific options to reduce air quality emissions from existing diesel-powered rolling stock fleets;

⁵⁴ **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.**

- (f) by no later than [REDACTED⁵⁵], work with RSSB to establish baseline air quality data at stations through the Air Quality Monitoring Network; agree priorities and potential mitigations; and develop air quality improvements plans aligned to agreed industry-wide approach and/or policy;
- (g) by no later than 31 March 2023, ensure there is a water AMR meter installed at all locations in order to set a baseline against which future water consumption targets can be set; and
- (h) incur a maximum expenditure of [REDACTED⁵⁶] in carrying out its obligations under paragraphs 50.1(b) and 50.1(c).
- (i) by no later than [REDACTED⁵⁷], provide to the Secretary of State a report identifying opportunities for waste reduction with costs for implementation where required;
- (j) by no later than [REDACTED⁵⁸], demonstrate that the Operator is working towards the interim targets in the decarbonisation strategy outlined in paragraph 50.1(b); and
- (k) by no later than [REDACTED⁵⁹], provide to the Secretary of State a high-level outline noise management plan, providing a short summary of the plan to monitor, measure and take action on noise issues..

51 Building Management System (EASAP03)

51.1 In this Business Plan Commitment:

- (a) **"Building Energy Management System"** means a computer based-system to control and monitor a building's electrical equipment and managing demand for energy; and
- (b) **"Building Energy Management Station Location"** means any station building:
 - (i) from time to time agreed between the Parties (or determined by the Secretary of State); and
 - (ii) which is within (or expected to become within) the Operator's Station Lease at the following Stations or such other Stations as from time to time agreed between the Parties (or determined by the Secretary of State):
 - (A) Nuneaton

⁵⁵ 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.

⁵⁶ 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.

⁵⁷ 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.

⁵⁸ 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.

⁵⁹ 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.

- (B) Bletchley;
- (C) Snow Hill;
- (D) Berkhamsted;
- (E) Hemel Hempstead;
- (F) Tamworth;
- (G) Telford;
- (H) Worcester Foregate Street; and
- (I) Worcester Shrub Hill.

51.2 The Operator shall:

- (a) as part of the annual Business Plan process under paragraph 3 (Annual Business Plan Process) of Chapter 7.7 (Business Plan) of this Contract, by no later than 15 December 2021 provide to the Secretary of State its draft costed proposals and programmes to:
 - (i) upgrade the existing building management systems currently installed at:
 - (A) Milton Keynes Central Station; and
 - (B) Wolverhampton Station,

so that each system can be centrally controlled and accessible remotely, including upgrading the control panel to the existing system at Milton Keynes Station; and
 - (ii) install a Building Energy Management System at each Building Energy Management Station Location, by no later than 30 June 2023;
- (b) by no later than 31 August 2022, carry out final surveys required for the works referred to in paragraph 51.2(a); and
- (c) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such initiatives under the Previous Agreement, does not exceed £30,000 (thirty thousand pounds) in carrying out its obligations under paragraphs 51.2(a) and 51.2(b).

51.3 Subject to the inclusion (and terms) of Business Plan Commitments in the relevant Business Plan, and subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall, by no later than 30 June 2023, complete the approved installation programmes referred to at paragraph 51.2(a).

51.4 In the third Contract Year, the Operator shall not incur any costs in relation to their obligations under paragraph 51.3.

52 NOT USED**53 Environmental Awareness E-Learning Course (EASAP01)**

53.1 The Operator shall, by no later than 31 March 2023, implement an Environmental Awareness E-Learning Course for all its employees which shall raise awareness of environmental issues relevant to the provision of the Passenger Services.

54 Noise Monitoring Trial (EASAP08)

54.1 The Operator shall by no later than 31 March 2023, and subject to the inclusion of the costs in the relevant Cost Budget:

- (a) install noise monitoring equipment at locations in at least 5 locations and monitor environmental noise levels (including by noise type such as continuous noise, intermittent noise, impulsive noise and low-frequency noise); and
- (b) deliver a report to the Secretary of State which outlines findings and recommendations based on the noise data obtained by such monitoring.

54.2 The Operator shall in the first Contract Year, incur a maximum expenditure of [REDACTED⁶⁰] in carrying out its obligations under paragraph 54.1.

Fleet Replacement Programme Business Plan Commitments and Capital Works Commitments**55 Fleet Replacement Programme**

55.1 The Operator shall deliver the Fleet Replacement Programme and the provisions of paragraphs 1 to 6 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) of this Contract shall apply to this Business Plan Commitment.

SOHO MAINTENANCE FACILITY**56 Soho Maintenance Facility**

56.1 In this Business Plan Commitment:

- (a) **"New 3-Car Fleet"** means the new fleet of Class 730 Aventura units comprising 36, number 3-car Class 730 Aventura units;
- (b) **"Soho Maintenance Facility"** means the traction maintenance depot situated in Winson Green, Birmingham;
- (c) **"Soho Depot Works"** means the improvements to the Soho Maintenance Facility to enable maintenance of the New 3-Car Fleet including:
 - (i) adding CET, sanding and screen wash facilities;
 - (ii) the extension of walkways and safe walking routes;
 - (iii) upgrading carriage wash facilities;

⁶⁰ **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.**

- (iv) adding roof and nose end access platforms;
- (v) adding motorised points and undertaking associated enabling works (which are being carried out in accordance with and subject to paragraph 57);
- (vi) adding isolated traction power supply;
- (vii) adding overhead cranes; and
- (viii) Soho stores facility.

56.2 Subject to the provisions and protections of paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- (a) -
 - (i) by no later than 31 May 2022, provide Interdisciplinary Design Checks for Work Packages 1, 2, 3, 4 and 6 for the Soho Depot Works;
 - (ii) by no later than the below dates complete the development and detailed design works equivalent to GRIP stage 5 which are part of the Soho Depot Works required to provide maintenance and servicing facilities for the New 3-Car Fleet at the Soho Maintenance Facility;
 - (A) 30 September 2022 for Work Packages 4 and 6;
 - (B) 31 October 2022 for Work Package 1;
 - (C) 23 December 2022 for Work Packages 2 and 3 (“Revised Due Dates”);
 - (iii) by no later than 30 September 2022 provide a full report detailing the impacts on the Fleet Replacement Programme and associated FRP Assumption(s) arising from the delay in progressing Work Packages 1, 2, 3, 4, and 6 (the delay period being from 31 May 22 to the Revised Due Dates), the cost of report being a Disallowable Cost;
 - (iv) report the financial impact of delays to Works Packages 1, 2, 3, 4 and 6 via the Fleet Replacement Programme Oversight Panel; and
 - (v) complete the development and detailed design works equivalent to GRIP stage 5 for the works required to provide maintenance and servicing facilities for the New 3-Car Fleet at the Soho Maintenance Facility (being part of the Soho Depot Works) by 31 May 2023.
- (b) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such development and design work, does not exceed [REDACTED⁶¹] in carrying out its obligations under paragraph 56.2(a); and

⁶¹ **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.**

- (c) in the second Contract Year, incur a maximum expenditure which does not [REDACTED⁶²] in carrying out its obligations under paragraph 56.2(a).

56.3 in the third Contract Year, incur a maximum expenditure which does not [REDACTED⁶³] in complying with its obligations under this paragraph 56.

CAPITAL WORKS BUSINESS PLAN COMMITMENT

56A Soho Maintenance Facility –Work Package 1 – Maintenance Shed & Work Package 6 – Depot Protection System

- (a) In this Capital Works Business Plan Commitment:
- (i) **“Work Packages 1 and 6”** are the programmes of work that fulfil paragraphs 56.1 (c) (iv) and 56.1 (c) (vii);
 - (ii) **“Soho Depot Works”** has the meaning given to it in paragraph 56;
 - (iii) **“Work Packages 1 and 6 Contract Terms”** means the Soho Depot Enhancements contract, Volume 1: Contract Agreement, as set out in contract: WMT3283
 - (iv) **“Work Package 1&6 Scope”** means the detailed specification for Work Packages 1 & 6; and
 - (v) **“Capital Works Delivery Programme Work package 1 And 6”** means the programme for delivery of Work Packages 1 and 6 as set out in the programme dated 28th March 2023.
- (b) the Operator shall ensure that Work Packages 1 and 6 are undertaken in accordance with:
- (i) the Soho Depot Enhancement Scope: Works Package 1&6 with WP2&3 Design - Rev2; and
 - (ii) the Soho Depot Enhancement Capital Works Delivery Programme Works Package 1&6.
- (c) The Operator agrees that:
- (i) by no later than [REDACTED⁶⁴] complete the Soho Depot Works, Work Packages 1 and 6;
 - (ii) the terms of the contracts which the Operator has entered into in respect of the Soho Depot Works, Work Package 1 and 6 are as set out in the Work Packages 1 and 6 Contract Terms;

⁶² 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.

⁶³ 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.

⁶⁴ 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.

- (iii) the amount included in the Capital Works Anticipated Cost in respect of the Work Packages 1 and 6 is [REDACTED⁶⁵] and
- (iv) the amount included in the Capital Works Agreed Contingency in respect of Work Packages 1 and 6 is [REDACTED⁶⁶]
- (d) paragraph 7 (*Capital Works*) of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Capital Works Business Plan Commitment.

57 Soho Maintenance Facility – Motorised Points Capital Works Project

57.1 In this Capital Works Business Plan Commitment:

- (a) "**Soho Maintenance Facility**" and "**Soho Depot Works**" have the meanings given to them in paragraph 56;
- (b) "**Motorised Points Works**" means the installation of motorised points and undertaking associated enabling works at the Soho Maintenance Facility as part of the Soho Depot Works.
- (c) "**Motorised Points Works Specification**" means the detailed specification for the Motorised Points Works;
- (d) "**The Motorised Points Capital Works Delivery Programme**" means the programme for delivery of the Motorised Points Works as set out in the programme "CI 730 Soho Lops Maintenance Programme" dated 22nd December 2022; and
- (e) "**Motorised Points Works Contract Terms**" means the draft contract(s) which the Operator intends to enter into in respect of the Motorised Points Works as set out in contract: WMT 2699.

57.2 The Operator shall ensure that the Motorised Points Works are undertaken in accordance with:

- (a) the Motorised Points Works Specification; and
- (b) the Motorised Points Capital Works Delivery Programme.

57.3 The Operator agrees that:

- (a) the terms of the contracts which the Operator intends to enter into in respect of the Motorised Points Works are as set out in the Motorised Points Works Contract Terms;
- (b) upon completion of the Motorised Points Works, all works and assets which have been undertaken, made or constructed as part of the Motorised Points Works shall be owned by Network Rail;

⁶⁵ 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.

⁶⁶ 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.

- (c) the amount included in the Capital Works Anticipated Cost in respect of the Motorised Points Works Capital Works Project is [REDACTED⁶⁷]
- (d) the amount included in the Capital Works Agreed Contingency in respect of the Motorised Points Works Capital Works Project is [REDACTED⁶⁸]
- (e) paragraph 7 (Capital Works) of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) of this Contract shall apply to this Capital Works Business Plan Commitment.

INFRASTRUCTURE IMPROVEMENTS

BUSINESS PLAN COMMITMENTS

58 Infrastructure Improvements – Tracklink III Beacons

58.1 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- (a) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such development and design work, does not exceed [REDACTED⁶⁹]; and
- (b) subject to the inclusion of the costs in the relevant Cost Budget, by no later than [REDACTED⁷⁰], complete the fitment of Tracklink III Beacons at all stations served by WMT services (except for those on the Marston Vale line).

Infrastructure Improvements – Penkridge and Winsford Platform Extensions

58.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- (a) by no later than 31 January 2022, carry out a procurement exercise to select a preferred bidder to carry out the works required for the platform extensions at Penkridge and Winsford;
- (b) NOT USED;
- (c) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such development and design work,

⁶⁷ 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.

⁶⁸ 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.

⁶⁹ 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.

⁷⁰ 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.

does not exceed £1,064,000 (one million and sixty four thousand pounds) in carrying out its obligations under paragraphs 58.2(a) and 58.2(b); and

(d) NOT USED.

CAPITAL WORKS BUSINESS PLAN COMMITMENTS

59 NOT USED

60 Infrastructure Improvements – Platform Extensions at Billbrook, Oakengates, Albrighton and Hartlebury Capital Works Project

60.1 In this Capital Works Business Plan Commitment:

(a) **"BOA&H Platform Extension Works"** means:

- (i) the works to extend the platforms at each of Billbrook, Oakengates and Albrighton stations to enable Class 196 service introduction; and
- (ii) the works to extend the platform at Hartlebury station to facilitate an increase in the peak capacity into Snow Hill station;

(b) **"BOA&H Platform Extension Works Specification"** means the detailed specification for the BOA&H Platform Extension Works;

(c) **"BOA&H Platform Extension Delivery Programme"** means the programme for delivery of the BOA&H Platform Extension Works as set out in: RA2014 ~ WMT Platform Extensions Contract Programme - Contract Programme Period 6 22-23 dated 22nd December 2022

(d) **"BOA&H Platform Extension Works Contract Terms"** means the contract which the Operator has entered into in respect of the BOA&H Platform Extension Works as set out in: NEC4 ECC dated 17 June 2020 between the Operator and Dyer and Butler Limited.60.2

60.2 The Operator shall ensure that the BOA&H Platform Extension Works are undertaken in accordance with:

- (a) the BOA&H Platform Extension Works Specification; and
- (b) the BOA&H Platform Extension Works Delivery Programme.

60.3 The Operator agrees that:

- (a) the terms of the contracts which the Operator has entered into in respect of the BOA&H Platform Extension Works are as set out in the Platform Extension Works Contract Terms;
- (b) upon completion of the BOA&H Platform Extension Works, all works and assets which have been undertaken, made or constructed as part of the BOA&H Platform Extension Works shall be owned by Network Rail;

- (c) the amount included in the Capital Works Anticipated Cost in respect of the BOA&H Platform Extension Works Capital Works Project is [REDACTED⁷¹]
- (d) the amount included in the Capital Works Agreed Contingency in respect of the BOA&H Platform Extension Works Capital Works Project is [REDACTED⁷²]; and
- (e) paragraph 7 (Capital Works) of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) of this Contract shall apply to this Capital Works Business Plan Commitment.

TYSELEY DEPOT

BUSINESS PLAN COMMITMENTS

61 Tyseley Depot

61.1 In this Business Plan Commitment:

- (a) "**Tyseley Depot**" means Tyseley DMU Depot, West Midlands Trains Ltd, Warwick Road, Tyseley, Birmingham, B11 2HJ; and
- (b) "**Tyseley Enhancement Works**" means the following works at Tyseley Depot:
 - (i) works to stable and maintain 4-car trains;
 - (ii) the installation of an automatic vehicle inspection system;
 - (iii) the installation of a fuel additive dispenser and the extension of pit, canopy and fuelling systems on the fuel roads to accommodate four car train formations (which are being carried out in accordance with and subject to paragraph 62);
 - (iv) the installation of motorised points; and
 - (v) the installation of 2 Class 196 rail mounted tables.

61.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- (a) by no later than 31 March 2023, complete the installation of two Class 196 rail mounted tables;
- (b) by no later than 31 March 2022, complete the development and detailed design works equivalent to GRIP stage 5) for the installation of an Automatic Vehicle Inspection System at Tyseley Depot (being part of the Tyseley Depot Works);
- (c) subject to the inclusion of the costs in the relevant Cost Budget, by no later than 31 January 2023 develop and provide to the Secretary of State a strategy for the delivery of motorised points system for the carriage sidings and main depot at Tyseley Depot including:

⁷¹ 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.

⁷² 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.

- (i) a study of depot operations which identifies all stakeholder requirements to inform the development of a comprehensive operational requirements specification for the motorised points system (the “Operational Requirements Specification”);
 - (ii) the Operational Requirements Specification on which the Operator has consulted the relevant stakeholders and such stakeholders have approved the Operational Requirements Specification; and
 - (iii) a project delivery strategy for the motorised points system re-evaluating the most effective use of all available resources and which meets the deployment requirements of the Class 196 fleet; and;
- (d) by no later than [REDACTED⁷³] complete the initial design works to the equivalent of Grip Stage 4 for the installation of the Tyseley Depot motorised points system.
- 61.3 The Operator shall in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such installation, does not exceed:
- (a) [REDACTED⁷⁴] in carrying out its obligations under paragraph 61.2(a); and
 - (b) [REDACTED⁷⁵] in carrying out its obligations under paragraph 61.2(b).
- 61.4 The Operator shall by the end of the second Contract Year, incur a maximum expenditure which does not exceed:
- (a) [REDACTED⁷⁶] in carrying out its obligations under paragraph 61.2(a); and
 - (b) [REDACTED⁷⁷] in carrying out its obligations under paragraph 61.2(c) and d
- 61.5 The Operator shall in the third Contract Year, incur a maximum expenditure which does not exceed [REDACTED⁷⁸] in carrying out its obligations under paragraph 61.2.

61A Tyseley Maintenance Facility – Work Package 3-5 – Maintenance Shed Works & Modifications

61A.1 In this Capital Works Business Plan Commitment:

- (a) **“Tyseley Enhancement Works”** has the meaning given to it in paragraph 61.1;

⁷³ 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.

⁷⁴ 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.

⁷⁵ 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.

⁷⁶ 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.

⁷⁷ 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.

⁷⁸ 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.

- (b) **"Tyseley Depot Enhancements Contract"** means the NEC 4 Engineering and Construction Contract between West Midlands Trains Limited and C Spencer Group dated 10 June 2022 (as amended);
- (c) **"Tyseley Depot Capital Work Package 3 to 5 Delivery Programme"** means the programme for delivery of Tyseley Depot Work Packages 3 to 5 as set out in the programme dated 16 May 2023
- (d) **"Tyseley Depot Work Packages 3 to 5"** are the programmes of work that contribute to the fulfilment of paragraphs 61.1 (b)(i) to 61.1 (b)(v); and
- (e) **"Tyseley Depot Work Package 3 to 5 Scope"** means the detailed specification for Tyseley Depot Work Packages 3 to 5 as set out in the Tyseley Depot Enhancements Contract.

61A.2 The Operator shall ensure that Tyseley Depot Work Packages 3 to 5 are undertaken in accordance with:

- (a) the Tyseley Depot Work Package 3 to 5 Scope; and
- (b) the key milestones identified in the Tyseley Depot Capital Work Package 3 to 5 Delivery Programme dated 18 May 2023.

61A.3 The Operator agrees that:

- (c) by no later than [REDACTED⁷⁹] it shall complete key milestone 6 identified in the Tyseley Capital Work Packages 3 to 5 Delivery Programme;
- (d) the terms of the contracts which the Operator has entered into in respect of Tyseley Depot Work Packages 3 to 5 are as set out in the Tyseley Depot Enhancements Contract;
- (e) the amount included in the Capital Works Anticipated Cost in respect of Tyseley Depot Work Packages 3 to 5 is [REDACTED⁸⁰] and
- (f) the amount included in the Capital Works Agreed Contingency in respect of Tyseley Depot Work Packages 3 to 5 is [REDACTED⁸¹]

61A.4 Paragraph 7 (*Capital Works*) of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Capital Works Business Plan Commitment.

⁷⁹ 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.

⁸⁰ 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.

⁸¹ 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.

CAPITAL WORKS BUSINESS PLAN COMMITMENTS**62 Tyseley Depot – Fuelling Servicing Equipment Capital Works Project**

62.1 In this Capital Works Business Plan Commitment:

- (a) **"Tyseley Depot"** and **"Tyseley Depot Works"** have the meanings given to them in paragraph 61.1;
- (b) **"Fuelling Works"** means the installation of a fuel additive dispenser and the extension of pit, canopy and fuelling systems on the fuel roads to accommodate four-car train formations at Tyseley Depot as part of the Tyseley Depot Works;
- (c) **"Fuelling Works Specification"** means the detailed specification for the Fuelling Works;
- (d) **"Fuelling Works Delivery Programme"** means the programme for delivery of the Fuelling Works as set out in: Infrastructure Programme-Tyseley Depot Enhancement Works dated 8th September 2022
- (e) **"Fuelling Works Contract Terms"** means the draft contract(s) which the Operator intends to enter into in respect of the Fuelling Works as set out in contract: WMT 2665: Provision of fuel roads at Tyseley Depot.

62.2 The Operator shall ensure that the Fuelling Works are undertaken in accordance with:

- (a) the Fuelling Works Specification; and
- (b) the Fuelling Works Delivery Programme.

62.3 The Operator agrees that:

- (a) the terms of the contracts which the Operator intends to enter into in respect of the Fuelling Works are as set out in the Fuelling Works Contract Terms;
- (b) upon completion of the Fuelling Works, all works and assets which have been undertaken, made or constructed as part of the Fuelling Works shall be owned by Network Rail;
- (c) the amount included in the Capital Works Anticipated Cost in respect of the Fuelling Works is [REDACTED⁸²]
- (d) the amount included in the Capital Works Agreed Contingency in respect of the Fuelling Works Capital Works Project is [REDACTED⁸³]
- (e) paragraph 7 (Capital Works) of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) of this Contract shall apply to this Capital Works Business Plan Commitment.

⁸² **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.**

⁸³ **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.**

WORCESTER DEPOT**BUSINESS PLAN COMMITMENTS**

NONE

CAPITAL WORKS BUSINESS PLAN COMMITMENTS**63 Worcester Depot Capital Works Project**

63.1 In this Capital Works Business Plan Commitment:

- (a) **"Worcester Depot"** means Worcester Light Maintenance Depot, off Tolladine Road, Worcester, Worcestershire;
- (b) **"Worcester Depot Works"** means the following works at Worcester Depot:
 - (i) provide additional servicing capacity;
 - (ii) extend the existing service / fuel road;
 - (iii) upgrade the service facilities on the fuel apron;
 - (iv) provide such additional facilities as are required for the new Class 196 trains, including CET, sanding and battery charger; and
 - (v) install a canopy over the extended fuel road;
- (c) **"Worcester Depot Works Specification"** means the detailed specification of the Worcester Depot Works as set out in Worcester Shrub Hill depot proposed scope dated 14 February 2019;
- (d) **"Worcester Depot Works Delivery Programme"** means the programme for delivery of the Worcester Depot Works as set out in the Worcester Fuelling Capital Works Delivery Programme dated 8th September 2022; and
- (e) **"Worcester Depot Works Contract Terms"** means the draft contracts which the Operator intends to enter into in respect of the Worcester Depot Works as set out in contract: *WMT 2675: Provision of fuel roads at Worcester Depot*.

63.2 The Operator shall:

- (a) by no later than 31 December 2022 complete the Worcester Depot Works; and
- (b) ensure that the Worcester Depot Works are undertaken in accordance with:
 - (i) the Worcester Depot Works Specification; and
 - (ii) the Worcester Depot Works Delivery Programme.

63.3 The Operator agrees that:

- (a) the terms of the contracts which the Operator intends to enter into in respect of the Worcester Depot Works are as set out in the Worcester Depot Works Contract Terms;
- (b) upon completion of the Worcester Depot Works, all works, buildings and assets which have been undertaken, made or constructed as part of the Worcester Depot Works shall be owned by Network Rail;
- (c) the amount included in the Capital Works Anticipated Cost in respect of the

Worcester Depot Works is [REDACTED⁸⁴]

- (d) the amount included in the Capital Works Agreed Contingency in respect of the Worcester Depot Works Capital Works Project is [REDACTED⁸⁵] and;
- (e) paragraph 7 (*Capital Works*) of Chapter 7.8 (*Fleet Replacement Programme and Capital Works Programme*) of this Contract shall apply to this Capital Works Business Plan Commitment.

BLETCHLEY DEPOT

BUSINESS PLAN COMMITMENTS

64 Bletchley Depot

64.1 In this Business Plan Commitment:

- (a) **"Bletchley Depot"** means Bletchley Traction Maintenance Depot, James Way, Bletchley, Milton Keynes; and
- (b) **"Bletchley Depot Works"** means works to facilitate five car Class 730 maintenance.
- (c) **"Phase 1 Enabling Works"** means the following works at Bletchley Depot:
 - (i) Removal of OLE including Stanchions, wires, and switches
 - (ii) Installation of the new 'Temporary' OLE Stanchions in the main shed
 - (iii) Installation of permanent OLE structures outside the shed (following sidings de-wirement)
 - (iv) Physically blocking the roads that will be out of use
 - (v) Re-anchoring of the OLE with the main shed to the new 'temporary' OLE Stanchions Energising the system to provide traction power back to the depot approaches and main shed.

64.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- 64.3 (a) by no later than 31 October 2022 complete the initial design work to the equivalent of GRIP stage 4 and carry out survey works as needed for
 - (i) the original scope at Bletchley Depot Works; and
 - (ii) the additional stabling and servicing for a minimum of two, ten-car Class 730 units at Bletchley Depot;
- (b) by no later than 30 June 2023 complete the Bletchley depot "Phase 1 Enabling Works" outlined in 64.1(c)

⁸⁴ 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.

⁸⁵ 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.

- (c) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such initial design work and surveys, does not exceed [REDACTED⁸⁶] in carrying out its obligations under paragraph 64.2(a); and
- (d) in the second Contract Year, incur a maximum expenditure of [REDACTED⁸⁷] in carrying out its obligations under paragraph 64.2(a); and
- (e) in the third Contract Year, incur a maximum expenditure of [REDACTED⁸⁸] in carrying out its obligations under paragraph 64.2(b).

CAPITAL WORKS BUSINESS PLAN COMMITMENTS

NONE

BESCOT SIDINGS

BUSINESS PLAN COMMITMENTS

65 Bescot Sidings

65.1 In this Business Plan Commitment:

- (a) "Bescot Sidings" means the Locomotive Traction Maintenance Depot and freight sidings adjacent to Bescot Stadium Station; and
- (b) "Bescot Sidings Works" means the works required to provide stabling and servicing facilities for the Class 730 fleet.

65.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) (which (for the avoidance of doubt) the Parties acknowledge shall apply following any change to the FRP Assumptions), the Operator shall:

- (a) by no later than 31 March 2022 complete initial design work to GRIP stage 3 and carry out survey works as needed for the Bescot Sidings Works; and
- (b) in the first Contract Year, incur a maximum expenditure which, when added to ERMA Final Part Year Actual Costs incurred in relation to such initial design work and surveys, does not exceed [REDACTED⁸⁹] in carrying out its obligations under paragraph 65.2(a).

⁸⁶ 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.

⁸⁷ 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.

⁸⁸ 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.

⁸⁹ 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.

- (c) in the second Contract Year, incur a maximum expenditure which does not exceed [REDACTED⁹⁰] in carrying out its obligations under paragraph 65.2(a)
- (d) by no later than [REDACTED⁹¹] complete the initial design work to GRIP stage 4 for the Bescot Sidings Works; and
- (e) in the third Contract Year, incur a maximum expenditure which does not exceed [REDACTED⁹²] in carrying out its obligations under paragraph 65.2

CAPITAL WORKS BUSINESS PLAN COMMITMENTS

NONE

NORTHAMPTON UP OR RIVER SIDINGS

BUSINESS PLAN COMMITMENTS

66 NOT USED

CAPITAL WORKS BUSINESS PLAN COMMITMENTS

NONE

LONG MARSTON RAIL INNOVATION CENTRE

BUSINESS PLAN COMMITMENTS

67 NOT USED

CAPITAL WORKS BUSINESS PLAN COMMITMENTS

NONE

BLETCHLEY CARRIAGE SIDINGS

BUSINESS PLAN COMMITMENTS

68 Bletchley Carriage Sidings

68.1 In this Business Plan Commitment:

- (a) Bletchley Stabling Sidings includes the provision of upgraded stabling facilities within Bletchley Carriage Sidings and Bletchley Freight Sidings.
- (b) "Bletchley Carriage Sidings" means the sidings 1-8 adjacent to the Bletchley relief lines;

⁹⁰ 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.

⁹¹ 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.

⁹² 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.

- (c) **"Bletchley Carriage Sidings Works"** means the modernisation works at Bletchley Freight Sidings comprising upgrades to the Carriage Wash Machine, Sanding, CET, Lighting and Walkways.^{68.2} Subject to paragraphs 3.1, 4.1, and 5.1 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) (which shall apply following any change to the FRP Assumptions), and subject to the inclusion of the costs in the relevant Cost Budget, the Operator shall by no later than:
- (i) 31 May 2023 complete the initial design work to the equivalent of Grip Stage 3 for the Bletchley Freight Sidings; and
 - (ii) [REDACTED⁹³] complete the initial design works to the equivalent of Grip Stage 4 for the Bletchley Stabling Sidings

CAPITAL WORKS BUSINESS PLAN COMMITMENTS

NONE

CAPITAL WORKS ANTICIPATED COST, CAPITAL WORKS CONTINGENCY CAP AND CAPITAL WORKS AGREED CONTINGENCY AS AD DATE OF THIS CONTRACT

69 [REDACTED⁹⁴]

69.1 [REDACTED⁹⁵]

70 NOT USED

71 NOT USED

72 NOT USED

73 **Accessibility and Safety Improvements**

73.1 In this Business Plan Commitment, "Accessibility and Safety Improvements" means small scale physical alterations or additions to improve accessibility and the safety of Stations to customers, not involving substantial works of construction or reconstruction as set out in the Operator's Business Plan for the third Business Plan Year.

73.2 The Operator shall, by no later than 30 June 2022, agree its proposal for Accessibility and Safety Improvements with the Secretary of State, such proposal to be updated from time to time as necessary with agreement from the Secretary of State.

73.3 The Operator shall, by no later than:

- (a) 31 March 2023 deliver any Accessibility and Safety Improvements submitted in accordance with paragraph 73.2 which have been agreed with the Secretary of State; and

⁹³ 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.

⁹⁴ 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.

⁹⁵ 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.

- (b) 30 April 2023 install handrails in accordance with the agreed proposal for Accessibility and Safety Improvements at paragraph 73.2 at the following stations;(i) Earlswood;(ii) Spring Wood;(iii) Yardley;(iv) Hagley; and
- (c) incur a maximum expenditure of [REDACTED⁹⁶] in complying with its obligation at paragraph 73.3(a) and b, unless otherwise agreed with the Secretary of State.

73.4 The Operator shall:

- (a) by no later than 31 May 2023, agree its proposal for Accessibility and Safety Improvements with the Secretary of State, such proposal to be updated from time to time as necessary with agreement from the Secretary of State;
- (b) by no later than [REDACTED⁹⁷] deliver any Accessibility and Safety Improvements submitted in accordance paragraph 73.4(a) which have been agreed with the Secretary of State; and
- (c) incur a maximum expenditure of [REDACTED⁹⁸] complying with its obligation at paragraphs 73.4(a) and 73.4(b), unless otherwise agreed with the Secretary of State.

74 NOT USED

75 Defence Employer Recognition Scheme

75.1 The Operator shall, by no later than 31 March 2023:

- (a) sign up to the Armed Forces Covenant; and
- (b) obtain at least the Bronze standard under the Defence Employer Recognition Scheme.

75.2 The Operator shall, by no later than [REDACTED⁹⁹] use reasonable endeavours to obtain the silver standard under the Defence Employer Recognition Scheme

76 NOT USED

77 Digital Fraud Team

77.1 The Operator shall, by no later than 1 July 2022, deploy existing Revenue Protection and Security Managers and other appropriately skilled members of staff into a new Digital Fraud team, committing at least 70 hours per week, which will increase the intelligence and ability for the Operator to tackle fraud; and

⁹⁶ 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.

⁹⁷ 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.

⁹⁸ 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.

⁹⁹ 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.

- 77.2 by no later than 15 December 2022, provide to the Secretary of State a costed business case for future investment into the Digital Fraud team, which shows, amongst other areas, how much revenue could be protected.
- 77.3 The Operator shall use reasonable endeavours to ensure the launch of the new Digital Fraud team by no later than 28 February 2024.
- 77.4 The Operator shall not incur any expenditure for the setting up and launch of the Digital Fraud Team.
- 78 **NOT USED**
- 79 **Customer and Communities Improvement Fund**
- 79.1 The Operator shall, in the second Contract Year, subject to the inclusion of the costs in the relevant Cost Budget, incur a maximum expenditure [REDACTED¹⁰⁰] on a Customer and Communities Improvement Fund ("CCIF") in order to provide customer and community improvement.
- 79.2 The Operator shall, in the third Contract Year, subject to the inclusion of the costs in the relevant Cost Budget, incur a maximum expenditure of [REDACTED¹⁰¹] on a Customer and Communities Improvement Fund ("CCIF") in order to provide customer and community improvement.
- 80 **Employee Relations E-Learning Course**
- 80.1 [REDACTED¹⁰²]
- (a) [REDACTED¹⁰³]
- (b) [REDACTED¹⁰⁴]
- (c) [REDACTED¹⁰⁵]
- (d) [REDACTED¹⁰⁶]

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81 Solar Panel and EV Charging Funding

81.1 The Operator shall, by no later than [REDACTED¹⁰⁷], provide a report that:

- (a) outlines the options, costs and third party funding opportunities; and
- (b) details the associated costs and revenues generated from these schemes
- (c) for the installation of Solar Panels and EV Charging Points at Stations.

82 PANDAS Trial on Class 350s

82.1 Subject to agreement of the Engineering Change by Siemens by 31 May 2023, undertake a trial of pantograph interface monitors "PANDAS" shall be conducted on at least four class 350 units by [REDACTED¹⁰⁸]

82.2 The Operator shall not incur expenditure in carrying out its obligations under paragraph 82.1.

83 Drone Technology Trial

83.1 By no later than [REDACTED¹⁰⁹] the Operator shall work with Network Rail to conduct a trial at certain locations, which will involve surveying the roofs and canopies of certain stations using drone technology. The purpose of this trial is to locate any damage to the roof, blocked gutters, or vegetation growth.

83.2 The Operator shall not incur expenditure in carrying out its obligations under paragraph 83.1.

84 West Midlands Interim CET Provision

84.1 In this Business Plan Commitment:

- (a) "Coventry North Yard" means roads 1 and 2 of the existing sidings to the North of Coventry station, and
- (b) "Interim CET Provision" means suitable CET facilities and associated infrastructure improvements for fleet transition until a permanent stabling and light maintenance solution is operational in the West Midlands.

84.2 Subject to paragraphs 3.1, 4.1 and 5.1 of Chapter 7.8 (Fleet Replacement Programme and Capital Works Programme) (which (for the avoidance of doubt) the Parties acknowledge shall apply

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following any change to the FRP Assumptions), the Operator shall, by no later than [REDACTED¹¹⁰]

- (a) complete the detailed design work equivalent to GRIP stage 5 for the Interim CET Provision at Coventry North Yard; and
- (b) finish the initial design work equivalent to GRIP stage 4 for the remaining Interim CET Provision requirements in the West Midlands.

84.3 The Operator shall in the second and third Contract Years, incur a maximum expenditure of

- (a) [REDACTED¹¹¹] in carrying out its obligations under paragraph 84.2 (a); and
- (b) [REDACTED¹¹²] in carrying out its obligations under paragraph 84.2 (b).

85 NOT USED

86 Help Points

86.1 The Operator shall have Help Points installed at minimum of [REDACTED¹¹³] Stations by [REDACTED¹¹⁴]

The Stations are:

ACOCKS GREEN
ACTON BRIDGE
ADDERLEY PARK
ALBRIGHTON
ALVECHURCH
ASPLEY GUISE
ASTON
ATHERSTONE
BEARLEY
BEDFORD ST JOHNS
BERKSWELL
BERMUDA PARK
BESCOT STADIUM

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BILBROOK
BLAKEDOWN
BLOXWICH
BLOXWICH NORTH
BORDESLEY
BOURNVILLE
BOW BRICKHILL
CANNOCK
CHEDDINGTON
CHESTER ROAD
CLAVERDON
CODSALL
COLESHILL PARKWAY
COLWALL
COSELEY
COVENTRY ARENA
CRADLEY HEATH
DANZEY
DROITWICH SPA
DUDESTON
DUDLEY PORT
EARLSWOOD (WEST MIDLANDS)
ERDINGTON
FOUR OAKS
GRAVELLY HILL
HALL GREEN
HAMPTON IN ARDEN
HAMSTEAD
HARTFORD
HARTLEBURY
HEDNESFORD
HOW WOOD
JEWELLERY QUARTER
KEMPSTON HARDWICK
KIDDERMINSTER
MILLBROOK (BEDS)
OLTON
PARK STREET
PENKRIDGE
POLESWORTH
REDDITCH
RIDGMONT

ROWLEY REGIS
SMALL HEATH
SPRING ROAD
ST ALBANS ABBEY
STEWARTBY
STONE
STOURBRIDGE TOWN
THE LAKES
WATER ORTON
WILNECOTE
WINSFORD
WOBURN SANDS
WOOTTON WAWEN
WYLDE GREEN
WYTHALL

87 National Accessibility Audit data set up

87.1 The Operator shall cooperate with and support any efforts to collect data for the National Accessibility Audit, and implement (within a reasonable period) any immediate requirements that are agreed upon with the Secretary of State.

88 Disability familiarisation training

88.1 From the third Contract Year, the Operator shall provide disability familiarisation training to all Business Employees upon entry to the business. This training will be provided via face to face, e-learning, and/or intranet propositions.

89 Community Rail station adoption

89.1 By [REDACTED¹¹⁵] the Operator shall initiate a pilot program of digital safety briefings to [REDACTED¹¹⁶] station adopters.

89.2 For the purpose of this Business Plan Commitment, station adopters has the same meaning as the NRC in Chapter 5.1 (Community Rail Partnerships), paragraphs 2.9 and 2.10.

90 Community Rail Report

90.1 In addition to the Operator's obligations set out in paragraph 2.7 of Chapter 5.2 (Customer Schemes) of the Contract, the Operator shall, from the third Contract Year, distribute to the Community Rail Partnerships and the Secretary of State the Community Rail Report setting out the Operator's funding and support for:

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- (a) resources committed to Community Rail Partnerships;
 - (b) actions delivered;
 - (c) achievements across the Operator's network, including specific sections on each individual Community Rail Partnership; and
 - (d) progress and achievements across the Operator's station adoption programme.
- 90.2 In addition, the Operator shall detail in the Community Rail Report, the plan for the year ahead in which they will work to deliver the key pillars of the Community Rail Development Strategy:
- (a) Providing a voice for the community;
 - (b) Promoting sustainable, healthy and accessible travel;
 - (c) Bringing communities together and supporting diversity and inclusion;
 - (d) Supporting social and economic development.
- 90.3 The Operator shall consult the Community Rail Network and relevant Community Rail Partnership when preparing the Community Rail Report.