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13 May 2024 (Date of Redactions Approval) (CCT 4078408)

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(1) The Secretary of State for Transport

(2) XC Trains Limited

National Rail Contract

**Cross Country
NRC dated 19 September 2023**

**Business Plan Commitments
Business Plan Year – 2023/2024**

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

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

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
1	Leadership, Management and Resourcing	LMR2319	BTP Vulnerable Female Strategy	<p>1.1 The Operator shall continue to work with the British Transport Police on the development of its strategy in relation to sexual violence against women including attending and participating in meetings on the strategy.</p> <p>1.2 The Operator shall monitor the occurrence of reported incidences of sexual violence on the Passenger Services during the first Contract</p>	31 Mar-24

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>Year in order to establish a target for reducing such reports by 31 March 2024.</p> <p>1.3 The Operator shall in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under this paragraph 1.</p>	
2	People	PW2301	Train Driver Recruitment and Training Strategy	<p>2.1 The Operator shall:</p> <p>(a) continue to recruit [REDACTED] driver trainees into Birmingham by 1 December 2023; and</p>	[REDACTED]

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				(b) continue to recruit an additional [REDACTED] driver trainees by [REDACTED]. 2.2 The Operator shall in the first Contract Year, when added to the OCFA Final Part Year Actual Costs in relation to such commitment, incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under paragraph 2.1.	
3	People	PW2306	Review of Recruitment	3.1 The Operator shall by [REDACTED] publish its Diversity and Inclusion Strategy setting out	[REDACTED]

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			Practices	<p>how it proposes to improve recruitment to attract more women and other candidates underrepresented in the rail workforce, with an aim to:</p> <ul style="list-style-type: none"> (a) [REDACTED] (b) [REDACTED] 	
4	People		MyIntergrale	4.1 For the purposes of this Business Plan Commitment:	Ongoing

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				(a) “[REDACTED]” means the “[REDACTED]” (or replacement supplier) mobile application for use by Operator/Business Employees who are train crew, rolling stock operations and maintenance staff and other customer-facing staff on their tablets and other mobile devices which provides access to information that relates to their work that day, including in respect of work allocation and late changes to that allocation, train stopping patterns, rolling	

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				<p>stock defects and updates on repair of such defects, and information relating to disruption.</p> <p>4.2 The Operator shall, from the Start Date:</p> <ul style="list-style-type: none"> (a) continue to maintain the [REDACTED] for use by Business Employees throughout the Contract Period; or (b) propose for approval by the Secretary of State (acting reasonably), an alternative mobile application which meets the requirements of paragraph 4.1 and 	

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				<p>which is, in the Operator's reasonable opinion, an improvement on the [REDACTED]. Where such alternative mobile application is approved by the Secretary of State, the Operator shall introduce and maintain such mobile application throughout the Contract Period for use by Business Employees.</p> <p>4.3 The Operator agrees and acknowledges that in performing the activities under this paragraph 4, the Operator shall incur expenditure of not more than [REDACTED]</p>	

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				per Contract Year (pro-rated where a Contract Year is less than thirteen (13) Reporting Periods), unless additional funding is agreed to introduce an alternative mobile application in accordance with paragraph 4.2(b).	
5	People		Staff Mobile App	5.1 The Operator shall continue to maintain a staff mobile application for use by Business Employees which provides enhanced real-time train running and service disruption information to allow Operator/Business Employees to receive accurate passenger information to be able to inform passengers,	

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				while on-board trains or in any other passenger environment. 5.2 The Operator shall incur expenditure of not more than [REDACTED] per Contract Year (pro-rated where a Contract Year is less than thirteen (13) Reporting Periods) in performing the obligation under paragraph 5.1.	
6	Train Service Operations		Additional Vehicles	6.1 For this Business Plan Commitment: (a) “ Additional Vehicles ” means 35 Voyager vehicles;	Ongoing

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				<p>(b) “Additional Vehicles Refurbishment” means the refurbishment to be agreed between the Operator, the Secretary of State and the relevant rolling stock leasing companies for the Additional Vehicles.</p> <p>6.2 The Operator shall co-operate with other relevant Train Operators to facilitate the completion the planned cascade of 10 of the Additional Vehicles by 30 June 2024 and the</p>	

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				<p>remaining 25 Additional Vehicles by 2 June 2025.</p> <p>6.3 The Operator shall by no later than 31 March 2024 produce a plan of the works required to provide the Additional Units Refurbishment and which ensures that the Additional Unit Refurbishment is homogenous with the Existing Fleet Refurbishment.</p> <p>6.4 The Operator shall in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED] in carrying out its</p>	

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				obligations under paragraphs 6 (<i>Additional Vehicles</i>), 7, (<i>Fuel Efficiency Measures</i>), 8 (<i>Battery and Associated Trials</i>), 9 (<i>Refurbishment</i>) and 0 (<i>Digital Train Control</i>).	
7	Train Service Operations		Fuel Efficiency Measures	7.1 In this Business Plan Commitment: (a) “ Turbostar Fleet ” means the units and vehicles identified as being the 28 Class 170 units in Table 1 (Original Rolling Stock) of Appendix 1 (<i>The Composition of the Train Fleet</i>) to Chapter 4.3 (<i>The Rolling Stock</i>); and	Ongoing

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				<p>(b) "Voyager Fleet" means the units and vehicles identified as being the 34 Class 220 units and 20 x 5 car Class 221 units plus 4 x 4 car Class 221 units in Table 1 (<i>Original Rolling Stock</i>) of Appendix 1 (<i>The Composition of the Train Fleet</i>) to Chapter 4.3 (<i>The Rolling Stock</i>).</p> <p>7.2 The Operator shall from the Start Date conduct a feasibility study on its Turbostar Fleet and Voyager Fleet with the aim of exploring the feasibility and viability of alternative fuel solutions and will issue a report</p>	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>to the Secretary of State of its findings by [REDACTED].</p> <p>7.3 In the feasibility study report mentioned at paragraph 7.2, the Operator shall include details of the feasibility of:</p> <ul style="list-style-type: none"> (a) alternative forms of diesel such as biodiesel; and (b) additives. <p>7.4 The Operator shall use all reasonable endeavours to continue the practice of</p>	

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				<p>optimising the fuel tank filling limit on its Voyager fleet to the expected diagram mileage usage with a reasonable contingency during the Contract Period, and by the end of each Contract Year, shall provide the Secretary of State with a report on its progress.</p> <p>7.5 The Operator shall in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under paragraphs 6 (<i>Additional Vehicles</i>), 7, (<i>Fuel Efficiency Measures</i>), 8</p>	

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				(<i>Battery and Associated Trials</i>), 9 (<i>Refurbishment</i>) and 10 (<i>Digital Train Control</i>).	
8	Train Service Operations		Battery and Associated Trials	8.1 The Operator shall from the Start Date until 31 December 2023 undertake (or continue to undertake) a trial on its Voyager Fleet of: <ul style="list-style-type: none"> (a) the functionality and roll out of the installation of intelligent engine stop/start; and (b) reducing the HVAC target temperature by 1 degree Celsius in train carriages by 	31 Mar-24

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				<p>enabling technology installation in collaboration with Alstom.</p> <p>8.2 The Operator shall, during the trial in accordance with paragraph 8.1, continue to provide updates to the Secretary of State on the outcome of the trial and possible next steps.</p> <p>8.3 The Operator shall submit a business case report and recommendation to the Secretary of State by [REDACTED] regarding 'Hybridisation' for the purposes of this BPC</p>	

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				<p>Hybridisation is defined as changing the propulsion method of the vehicles to be blended between current diesel operation and an alternative fuel/power mechanism in a percentage split to be agreed of all current fleets.</p> <p>8.4 The Operator shall continue to:</p> <ul style="list-style-type: none"> (a) explore solutions to reduce engine idling in depots and at stations; (b) progress projects to make use of electric shore power by stabled Class 	

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				170 units, and subject to a positive business case for fitment of necessary equipment to either of: <ul style="list-style-type: none"> (i) not fewer than [REDACTED] Class 170 units; or (ii) [REDACTED], (based on which option will present the most commercially advantageous business case for the Secretary of State)	

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				<p>and ground equipment at a minimum of one (1) depot; and</p> <p>(c) where possible, and on a business case basis explore, develop and propose new initiatives that deliver more positive environmental impacts,</p> <p>during the Contract Period, and shall by no later than the end of each Contract Year, provide an annual report to the Secretary of State on its progress of the initiatives specified in this paragraph 8.4 and any other</p>	

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				<p>proposed solutions to reduce engine idling in depots and stations and any proposed initiatives to deliver other positive environmental impacts.</p> <p>8.5 The Operator shall in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under paragraphs 6 (<i>Additional Vehicles</i>), 7 (<i>Fuel Efficiency Measures</i>), 8 (<i>Battery and Associated Trials</i>), 9 (<i>Refurbishment</i>) and 10 (<i>Digital Train Control</i>).</p>	

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9	Train Service Operations		Refurbishment	9.1 For the purpose of this Business Plan Commitment: <ul style="list-style-type: none"> (a) “Turbostar Fleet” means the units and vehicles identified as being the Class 170 units in Table 1 (<i>Original Rolling Stock</i>) of Appendix 1 (<i>The Composition of the Train Fleet</i>) to Chapter 4.3 (<i>The Rolling Stock</i>); and (b) “Voyager Fleet” means the units and vehicles identified as being the Class 221 and 220 units in Table 1 (<i>Original</i> 	31 Mar-24

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

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

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

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

	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p><i>Rolling Stock</i>) of Appendix 1 (<i>The Composition of the Train Fleet</i>) to Chapter 4.3 (<i>The Rolling Stock</i>);</p> <p>(c) “Existing Fleet Refurbishment” means the refurbishment to be agreed between the Operator, the Secretary of State and the relevant rolling stock leasing companies for the Voyager Fleet and the Turbostar Fleet.</p>	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>9.2 The Operator shall by no later than 31 March 2024 produce a plan of the works required to provide the Existing Fleet Refurbishment.</p> <p>9.3 The Operator shall in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under paragraphs 6 (<i>Additional Vehicles</i>), 7, (<i>Fuel Efficiency Measures</i>), 8 (<i>Battery and Associated Trials</i>), 9 (<i>Refurbishment</i>) and 10 (<i>Digital Train Control</i>).</p>	

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

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

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- 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 Component	Reference	BPC name	Business Plan Commitment	Due date
10	Train Service Operations		Digital Train Control	<p>10.1 In this Business Plan Commitment:</p> <p>(a) “Digital Train Control Project” means the planned introduction of digital signalling on to the “East of Leeds” Route which the Operator runs Passenger Services on, as part of the infrastructure improvement programme known as the ‘TransPennine Route Upgrade’;</p> <p>10.2 By no later than 31 March 2024, the Operator shall produce and submit to the Secretary of</p>	31 Mar-24

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

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- 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 Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>State for approval an outline plan of its programme for and activities required in order to support the implementation of the Digital Train Control Project on the basis of Passenger Services being operated using digital signalling by 2030/2031 (the "Outline Digital Train Control Plan"). Such Outline Digital Train Control Plan shall:</p> <ul style="list-style-type: none"> (a) reflect the level of information available to the Operator at the time of producing the Outline Digital Train Control Plan; 	

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

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				(b) include a high level of programme of the activities and resources required based on the planned introduction by 2030/2031 of digital signalling to the relevant Routes associated with the TransPennine Route Upgrade noting that this will change and increase over time as the project progresses; (c) include how the Operator will co-ordinate and project manage first in class fitment and first train testing, having regards to the planned	

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

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				refurbishment of the relevant fleet or its incorporation onto any new fleet in order to meet the planned introduction date of digital signalling; (d) include the outline plan for training drivers on the relevant Routes; (e) include how the Operator will co-operate with other train operators, Network Rail and the relevant rolling stock lessors to ensure consistency of approach.	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>10.3 The Parties acknowledge that the Outline Digital Train Control Plan shall form part of future discussions under paragraph 3 (<i>Annual Business Plan Process</i>) of Chapter 7.3 (<i>Business Plan</i>) of the National Rail Contract.</p> <p>10.4 The Operator shall in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under paragraphs 6 (<i>Additional Vehicles</i>), 7, (<i>Fuel Efficiency Measures</i>), 8</p>	

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

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				(<i>Battery and Associated Trials</i>), 9 (<i>Refurbishment</i>) and 10 (<i>Digital Train Control</i>).	
11	Train Service Operations		Efficiency Options Report	<p>11.1 For this Business Plan Commitment:</p> <p>(a) “Spring 2025 Timetable” means the timetable that will have an effective change date of either May or June 2025.</p> <p>11.2 The Operator shall by no later than 31 March 2024 produce and submit to the Secretary of State a report identifying opportunities to improve the efficiency of the Spring 2025 Timetable, with the objective of balancing cost</p>	31 Mar-24

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>and revenue and reflecting changes in demand across different days of the week and through the year in so far as the Operator considers reasonable when considered against its existing obligations under this Contract. Such Spring 2025 Timetable Efficiency Options Report shall include:</p> <ul style="list-style-type: none"> (a) a review of rolling stock deployment; (b) a review of empty coaching stock movements; and 	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				(c) [REDACTED] 11.3 The Operator shall in the first Contract Year incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under paragraphs 11 (<i>Efficiency Options Report</i>), 17 (<i>SQR</i>) and 20 (<i>Fuel Hedge</i>).	
12	Customer and Communities	CC2318	Customer & Communities Investment (CCI)	12.1 In this Business Plan Commitment: (a) "CCIF" means funding for the development and implementation of local rail improvement schemes which	31 Mar-24

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

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>provide community benefits or address areas of social need (“CCIF Projects”).</p> <p>12.2 Under the Previous Agreement, the Secretary of State approved the funding of certain CCIF Projects (the “Approved CCIF Projects”), the Operator shall continue to complete the implementation of such Approved CCIF Projects by no later than 31 March 2024.</p> <p>12.3 The Parties acknowledge that the amount of [REDACTED], when added to the OCFA Final Part Year Actual Costs in relation to the</p>	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>Approved CCIF Projects, has been allocated to CCIF within the Cost Budget for the first Contract Year (the "CCIF Amount") for the delivery of CCIF Projects.</p> <p>12.4 The Operator shall incur a maximum expenditure which does not exceed the CCIF Amount in carrying out its obligations in this paragraph 12.</p>	
13	Customer and Communities	CC2323	RSSB Social Value Framework	13.1 In this Business Plan Commitment, (" Social Value Report ") means the social value report which includes:	31 October 2024

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

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<ul style="list-style-type: none"> (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. 	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				13.2 The Operator shall: <ul style="list-style-type: none"> (a) prepare the first Social Value Report by 31 October 2024 and thereafter for each Business Plan Year; (b) provide the Secretary of State with a copy of the Social Value Report within two Reporting Periods following the end of the relevant Business Plan Year; and 	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				(c) publish the Social Value Report on its website one month after its delivery to the Secretary of State. 13.3 The Operator shall in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED] in complying with its obligations under this paragraph 13.	
14	Customer and Communities		Online community	14.1 For the purposes of this Business Plan Commitment:	Ongoing

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>(a) “Online Community” means the online community established by the Operator of at least 750 existing and potential passengers who are prepared to give feedback about any aspect of their passenger experiences via an online portal.</p> <p>14.2 The Operator shall continue to use the Online Community to collect feedback to help inform the Operator's business decisions and to monitor service delivery from a passenger perspective. The activities for which the</p>	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>Online Community shall be engaged shall include carrying out mini-surveys either on one-off subjects or to monitor opinions on particular matters on an ongoing basis and conducting ad hoc market research.</p> <p>14.3 The Operator shall conduct no fewer than 4 mini-surveys in each Contract Year. Providing that the Secretary of State provides the questions in reasonable time to be included, The Operator shall include in each mini-survey</p>	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				all questions which the Secretary of State proposes to be included in that mini-survey. 14.4 The Operator shall incur expenditure of not more than [REDACTED] per Contract Year in undertaking its obligation under this paragraph 14.	
15	Customer and Communities		Guide Dog Reservations	15.1 From the Start Date, and throughout the Contract Period, the Operator shall: (a) ensure that Customers who travel with a guide dog are, on reasonable notice and subject to availability, able to book a	Ongoing

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>second seat to accommodate their guide dog; and</p> <p>(b) design, produce and promote a guide dog seat reservation coupon that Customers can request from Customer Relations to be used on the train to highlight to other customers that the second seat is occupied by a guide dog.</p> <p>15.2 The Operator shall incur no additional expenditure in complying with its obligations under this paragraph 15.</p>	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
16	Customer and Communities		ACSR Pilot	<p>16.1 For the purpose of this Business Plan Commitment:</p> <p>(a) “ACSR Pilot” means a pilot with a duration of at least [REDACTED] of the carrying out the Accessible Customer Service Quality Inspections in accordance with the requirements set out in relation to Accessible Customer Service Quality Inspections in Part 1 of Chapter 5.5 of the National Rail Contract in order to gather baseline data to support the calibration of the SQR</p>	31 Dec-23

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>Accessible Customer Service Benchmark and the applicable weightings to for the Service Quality Indicators set out in the table in Part 4 of Chapter 5.5 of the National Rail Contract.</p> <p>(b) “ACSR Plan” has the meaning given to such term in paragraph 16.2.</p> <p>16.2 The Operator shall prepare a plan for the undertaking of:</p>	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				(a) the ACSR Pilot in the second Contract Year; and (b) the procurement exercise (including market engagement) required to identify and appoint a reasonably qualified supplier to conduct the ACSR Pilot and the Accessible Customer Service Quality Inspections from the ACSR Date, and the Operator shall submit such plan to the Secretary of State for approval by no later than 31 December 2023 (the “ ACSR	

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

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				Plan”). 16.3 The Operator shall in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under this paragraph 16.	
17	Customer and Communities		SQR	17.1 Following approval by the Secretary of State of the Service Quality Improvement Proposal to be submitted on or around 5 th October 2023 , the Operator shall implement such Service Quality Improvement Proposal.	Ongoing

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				17.2 The Operator shall in the first Contract Year incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under paragraphs 11 (<i>Efficiency Options Report</i>), 17 (<i>SQR</i>) and 20 (<i>Fuel Hedge</i>).	
18	Revenue	REV2301 / CC2303	Combatting Overcrowding	18.1 For the purposes of this Business Plan Commitment: 18.2 “ Passenger Count ” means a count carried out by the Operator of the number of	31 Oct-23

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>passengers on board a train at least once during a Passenger Service.</p> <p>18.3 The Operator shall:</p> <ul style="list-style-type: none"> (a) increase the return of Passenger Counts to [REDACTED] by 31 October 2023; and (b) increase the booking Horizon to T-8 by April 2023 with an aspiration to eventually increase the booking Horizon to T-12. 	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				18.4 The Operator shall incur no additional expenditure in complying with its obligations under this paragraph 18.	
19	Revenue		Marketing	19.1 The Operator shall by no later than 31 December 2023 produce and submit to the Secretary of State for approval a plan for promoting the: <ul style="list-style-type: none"> (a) "Three Nations Connect Services" expected to commence in 2024 linking Edinburgh and Cardiff; 	31 Dec-23

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<ul style="list-style-type: none"> (b) the planned introduction of the Additional Units; (c) the refurbishment of the Train Fleet; (d) digital ticketing options; (e) appropriate use of Marks owned by the Secretary of State that are appropriate to regions served by, and the heritage of the "Inter-City" Routes; (f) delivering of marketing initiatives in conjunction with stakeholders, including 	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>train, tram and local bus operators, heritage railways and Community Rail partnerships to grow the level of passenger journeys undertaken,</p> <p>(the “Marketing Plan”).</p> <p>19.2 The Secretary of State may:</p> <ul style="list-style-type: none"> (a) approve the Marketing Plan; or (b) provide the Operator with comments in respect of the Marketing Plan. 	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>19.3 If the Secretary of State provides comments to the Operator in accordance with paragraph 19.2, the Operator shall revise the Marketing Plan to reflect such comments and revised timescales if necessary and use reasonable endeavours to provide the Secretary of State with the revised Marketing Plan within twenty-eight (28) days of receipt of such comments for the Secretary of State's approval.</p> <p>19.4 Following approval of the Marketing Plan, and subject to the Secretary of State agreeing to the funding of any additional initiatives</p>	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<p>required by the Secretary of State under paragraph 19 (b) the Operator shall implement the Marketing Plan in accordance with its terms.</p> <p>19.5 The Operator shall in the first Contract Year, incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under this paragraph 19.</p>	
20	Revenue		Fuel Hedge	20.1 From the Start Date to 31 March 2024, the Operator shall:	31 Mar-24

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<ul style="list-style-type: none"> (a) monitor the fuel supply market and explore reasonable opportunities for a commercially advantageous fuel hedging arrangement; (b) report to the Secretary of State on a Quarterly basis on its findings; (c) provide such additional information as the Secretary of State may reasonably require following any such report provided pursuant to paragraph 20.1 (b) and is in the possession of the Operator 	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				and to the extent permitted under any confidentiality provisions. 20.2 The Operator shall in the first Contract Year incur a maximum expenditure which does not exceed [REDACTED] in carrying out its obligations under paragraphs 11 (<i>Efficiency Options Report</i>), 17 (<i>SQR</i>) and 200 (<i>Fuel Hedge</i>).	
21	Environment and Sustainability	ENV2306	Waste Reduction Targets	21.1 The Operator shall, from 17 October 2023: (a) ensure none of its waste goes landfill;	Ongoing

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				(b) reduce colleague waste generated by 5% per annum (as compared to the 2019 baseline) to ensure that a least 60% of colleague waste is recycled each Contract Year; (c) continue to work with suppliers to reduce non-recyclable materials on board trains. 21.2 The Operator shall incur no additional expenditure in complying with its obligations under this paragraph 21), unless additional	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				funding is agreed to procure different products identified under paragraph 21.1 (c).	
22	Environment and Sustainability	ENV2311	Installation of water reading devices	<p>22.1 The Operator shall, by 31 March 2024, provide a report to the Secretary of State with an update on:</p> <ul style="list-style-type: none"> (a) its assessment of its ability to install water reading devices in order to generate accurate usage data and working with landlords to achieve agreement and unlock perceived complexities; 	31 Mar-24

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				<ul style="list-style-type: none"> (b) if any water reading devices have been installed to date; (c) subject to paragraph 22.1 (a), its progress with negotiating the fitment of water reading devices, [REDACTED], where they are not currently in use in lease renegotiations; and (d) identifying a performance target for water consumption and the development of a Water Use Reduction plan. 	

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				22.2 The Operator shall incur a maximum expenditure which when added to the OCFA Final Part Year Actual Costs in relation to such works does not exceed [REDACTED] in complying with its obligations under this paragraph 22.	
23	Environment and Sustainability	ENV2312	Noise reduction	23.1 The Operator shall work with RSSB to develop and publish the Operator's Noise Strategy, by 31 March 2024.	31 Mar-24

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				23.2 The Operator shall incur no additional expenditure in complying with its obligations under this paragraph 23.	
24	Accessibility	ACC2307	Increasing usage of the Passenger Assistance Mobile App and Web App	24.1 The Operator shall take reasonable steps to encourage an increase in the proportion of Passenger Assistance bookings which are made through the web and mobile app with an aim of this being at least [REDACTED] by 31 December 2023.	31 Dec-23

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	Business Plan Component	Reference	BPC name	Business Plan Commitment	Due date
				24.2 The Operator shall incur no additional expenditure in complying with its obligations under this paragraph 240.	