

Greater Anglia franchise commitments

An analysis by the East Anglian branch of Railfuture – January 2013

As Britain's only national independent organisation campaigning for rail passengers and freight, Railfuture campaigns for the best possible service for all rail customers.

Railfuture East Anglia branch has been analysing the performance of Greater Anglia to see how the franchisee has been performing in its first 13 months.

This document includes a copy of the redacted franchise commitment taken from Appendix 11 part 1 of the following document:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/9194/greater-Anglia-franchise-specific-agreement.pdf

The first iteration of this document contains only the raw franchise commitment text. Railfuture intends to update this document with comments about performance as the months go by, which will be shown in red.

1. Railfuture Introduction

Greater Anglia operates over the areas of the East Anglia and (primarily Eastern division of the) London & South East branches of Railfuture. The East Anglia branch is taking the lead on the analysis of how well Greater Anglia is performing.

Members of the two branch committees met in Chelmsford on 2nd February 2013, when the franchisee was almost half way through its term. The view expressed was that many of the franchise commitments related to the London 2012 Games and were achieved, but of the others, not enough had been achieved. Where some had been achieved the value was questioned.

2. Greater Anglia franchise commitments agreed with the DfT

Note: some text from the franchise agreement was omitted from the document published by the DfT because the Director General Rail or Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

The text was obtained from APPENDIX 11 "List of Committed Obligations and Related Provisions (Clause 6)" and shows Part 1 only – the "List of Committed Obligations".

1. Marketing

1.1 Subject to paragraph 1.4, the Franchisee shall invest a total sum of £19 in marketing of the Franchise Services (the "Marketing Investment") during the Franchise Term. The Franchisee plans to invest the Marketing Investment in accordance with its marketing budget for each Marketing Spend Year. In the interests of commerciality and to meet changing circumstances, the Franchisee reserves a degree of flexibility in terms of exactly when the Marketing Investment is made, and therefore shall commit to invest, as a minimum, 20 of the marketing budget designated for each Marketing Spend Year during such Marketing Spend Year provided that by the end of the Franchise Term it shall have invested the total Marketing Investment.

1.2 Subject to paragraph 1.4, the Franchisee shall, pursuant to paragraph 1.1, invest during the relevant Marketing Spend Year no less than:

(a) £xxx by 26 May 2012 (Marketing Spend Year 1); and

(b) £xxx during the period 27 May 2012 until 25 May 2013 (Marketing Spend Year 2); and

(c) £xxx during the period 26 May 2013 until 24 May 2014 (Marketing Spend Year 3); and

(d) £xxx during the period 25 May 2014 until the Expiry Date (Marketing Spend Year 4).

Within 10 days of the end of each relevant Marketing Spend Year a statutory director of the Franchisee shall certify to the Secretary of State the amount of marketing expenditure actually incurred by the Franchisee in marketing the Franchise Services pursuant to this paragraph. The Franchisee shall provide such information as the Secretary of State shall reasonably require for the purposes of verifying the information contained in the certificate provided. If the amount spent is less than the prescribed minimum amount then the Franchisee shall deliver to the Secretary of State with the certificate of the statutory director a reasonable and credible draft plan for remedying the shortfall in marketing expenditure within a specified time (which shall be as soon as reasonably practicable) through the implementation of reasonable marketing initiatives at reasonable cost consistent with the marketing plans of the Franchisee. The Secretary of State shall be permitted to propose amendments to the draft plan and the parties shall engage in good faith with the intention of agreeing such a plan with 20 working days of the submission of the draft plan by the Franchisee. If such a plan ("Marketing Spend Recovery Plan") is agreed then:

(i) the Franchisee shall not be regarded as being in contravention of the Franchise Agreement in relation to the shortfall in expenditure at the end of the relevant Marketing Spend Year; and

(ii) it shall be a term of the Franchise Agreement that the Franchisee shall comply with the Marketing Spend Recovery Plan in accordance with its terms at the cost of the Franchisee.

1.3 Within 10 days of the end of the Franchise Period a statutory director of the Franchisee shall certify the amount of marketing expenditure actually incurred by the Franchisee in marketing the Franchise Services pursuant to this paragraph 1 and, if such amount is less than the Marketing Investment, the Franchisee shall pay (as a debt) the difference between such lesser amount and the Marketing Investment to the Secretary of State within 3 days of such certificate being issued. The Franchisee shall provide such information as the Secretary of State shall reasonably require for the purposes of verifying the information contained in the certificate provided and the Secretary of State may require a further balancing payment to be made if he reasonably determines that the original payment made by the Franchisee was less than the Marketing Investment due to have been made by that date. The Secretary of State agrees that on receipt of the amount properly payable to him pursuant to this paragraph he shall have no right to claim damages from the Franchisee arising in consequence of the amount of marketing expenditure actually incurred being less than the Marketing Investment or take any other action in respect of the reduced Marketing Investment except as otherwise required under the Act.

1.4 Where the Franchise Period ends prior to the Franchise Term, the Marketing Investment which the Franchisee shall be required to have made under paragraph 1.1 shall be reduced pro rata to the reduction in the Franchise Term on a straight-line basis (that is 1/32 of £25 for each Reporting Period by which the Franchise Period is less than the Franchise Term).

1.5 The Marketing Investment shall be spent on activities including:

- (a) general brand development and promotion of the Franchise brand;
- (b) general railway marketing;
- (c) specific marketing promoting Franchise online presence;
- (d) specific marketing promoting ticket sales via the Franchisee’s website; and
- (e) specific marketing of Franchise products and promotions.

2. Ticket vending machines ("TVM") – GUI

On or before 26 May 2012, the Franchisee shall update the graphical user interface for all ticket vending machines located at Stations as at the Start Date to make it more customer-friendly by simplifying the screen layout, reducing the number of steps to purchase a ticket and including train restriction information.

3. New ticket vending machines

3.1 On or before 21 July 2012, the Franchisee shall procure and install 28 new (that is, in addition to those which existed at the Stations listed in paragraph 3.2 as at the Start Date) ticket vending machines (“TVMs”):

(a) at the Stations listed in the table in paragraph 3.2 below, or, to the extent it is not reasonably practicable to install a TVM in any such Station, in a reasonably equivalent Station as may be approved by the Secretary of State (acting reasonably); and

Where text has been omitted from the document, this is because the Director General Rail or Secretary of State has decided to exclude the text in accordance with the provisions within the Freedom of Information Act 2000.

(b) which are fit for purpose (and include the graphical user interface updates described in paragraph 2 of this Part 1 and the “tickets on departure” season ticket functionality described in paragraph 4 of this Part 1) and are maintained in good working order throughout the Franchise Period.

3.2 Table of locations of new TVMs

Stations	Number of TVMs
Cambridge	+4 (Rf: New machines have replaced older machines but still only four)
Ipswich	+1
Norwich	+3
Audley End	+1
Harwich International	+1
March	+1
Thetford	+1
Burnham-on-Crouch	+1
Chelmsford	+2
Chadwell Heath	+2
Chingford	+1
Gidea Park	+1
Maryland	+1
Romford	+4

South Woodham Ferrers	+1
Wickford	+1
Witham	+1
Ware	+1
TOTAL	+28

3.3 [Untitled section]

(a) The Franchisee shall, prior to entering into any leasing contract with a third party for the purposes of fulfilling its obligations under paragraph 3.1 ("TVM Leasing Contract"), submit such TVM Leasing Contract to the Secretary of State for his approval (such approval not to be unreasonably withheld or delayed).

(b) If the Secretary of State approves the terms of the TVM Leasing Contract he shall on the date of such approval designate the TVM Leasing Contract as a Primary Franchise Asset for the purposes of the Franchise Agreement and, accordingly, Appendix 10 (List of Primary Franchise Assets) of this Agreement shall be deemed amended (and be amended) to include the TVM Leasing Contract as a Primary Franchise Asset with a commitment from the Secretary of State that he shall not de-designate the TVM Leasing Contract as a Primary Franchise Asset without the prior written consent of the Franchisee.

4. Online season tickets via ToD

4.1 Subject to paragraph 4.3, on or before 21 July 2012, the Franchisee shall make available online season ticketing so that customers may book tickets online and then collect those tickets on departure ("ToD") from ticket vending machines with ToD capability at Stations for monthly, quarterly (and odd period) point-to-point season tickets as well as Travelcard season tickets.

4.2 The registration system for the online ticketing service will be transferred to the Franchisee's website, replacing the locally-based paper records with a centralised database. Customers with company cheques will be able to forward payment to the Franchisee's payment office or arrange for payment to be transferred electronically.

4.3 The Franchisee's obligations pursuant to paragraph 4.1 above to introduce the online ticketing system are subject to the Franchisee having obtained the approval of RSP to the introduction of this online ticketing system by 31 March 2012. The Franchisee agrees to use reasonable endeavours to obtain the approval of RSP by this date.

4.4 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.

5. Online ticketing functionality

5.1 On or before 5 January 2013, the Franchisee shall introduce mobile ticketing and extend the service of print-at-home ticketing beyond the print-at-home ticketing available for the Stansted Express as at the date of this Agreement.

5.2 The new ticketing functionality shall mean that:

(a) mobile tickets may be purchased through a new mobile phone application. The ticket will be downloaded onto the customer's phone (mobile-to-mobile) in both an animated visually readable format and as a barcode which conforms to RSP shared standards. The application will enable customers to make purchases via their

mobiles, and will offer fulfilment via ToD (as defined in paragraph 4.1 above) and post as well as via bar code validation;

(b) print-at home ticketing will enable customers purchasing their ticket online to print it on a standard A4 sheet of paper for use on the train. The ticket will feature a barcode and other security information; and

(c) Station and on-board staff will be provided with sufficient numbers of handheld barcode readers to enable validation of mobile and print-at-home tickets and will also be able to validate them visually.

5.3 Mobile ticketing will be introduced on the Stansted Express, Norwich to London mainline, Colchester via Clacton to London line, Harwich to Colchester line and the Ely via Cambridge to London line.

5.4 Print-at-home ticketing will be extended to the Norwich to London mainline, Colchester via Clacton to London line, Harwich to Colchester line and the Ely via Cambridge to London line.

5.5 When sales of mobile and/or print-at-home tickets have increased to such a level that the Franchisee believes expenditure is warranted (which for these purposes is approximately 600 per day), gate readers will be introduced at London Liverpool Street for Stansted Express and Intercity services.

5A Improve Customer Information at TfL Interchanges

5A.1 Subject to paragraph 5A.3, on or before 21 July 2012, the Franchisee shall:

(a) install five service update screens at interchanges with London Underground services (as set out in the table at paragraph 5A.2 below) to improve onward journey information for customers; and

(b) work in partnership with TfL to purchase, install and update such screens.

5A.2 Table of Stations in which new service update screens will be installed:

Station interchange	Number of screens	Platform location – indicative
Seven Sisters	1	Platform 1
Stratford	2	One screen located on Platform 6 outside the customer information point; additional screen located in subway at bottom of stairs from Platform 10
Tottenham Hale	1	Platform 2 on approach to stairs and escalator
Walthamstow Central	1	Platform 1 on approach to exit

5A.3 The Franchisee's obligation under paragraph 5A.1 above shall be conditional on the Franchisee having received (i) all necessary consents including the consent of Network Rail under the relevant Station Leases to carry out the installation of the service update screens and (ii) Network Rail's undertaking that they will not during the Franchise Period propose to take over the installation and/or any part of the Stations where such service update screens are located as part of any Network Rail Development under (and as defined in) the relevant Station Leases.

5A.4 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.

6. Extension of Oyster PAYG

- 6.1 The Franchisee shall, on or before 5 January 2013, extend Oyster PAYG coverage to the Stations listed in paragraph 6.2 below. The Franchisee shall procure and install all necessary validators, gate readers, WAN communications and systems operations services for this purpose.
- 6.2 The Stations to which the Oyster PAYG extension applies are:
- (a) Theobalds Grove
 - (b) Waltham Cross
 - (c) Cheshunt
 - (d) Brentwood
 - (e) Shenfield
 - (f) Broxbourne
 - (g) Rye House
 - (h) St Margarets
 - (i) Ware
 - (j) Hertford East.

7. Car park capacity (at grade)

7.1 Subject to paragraph 7.3, the Franchisee shall, on or before 1 March 2014, provide 300 new at-grade customer parking spaces at the Stations listed in the table in paragraph 7.2 below, or, to the extent it is not reasonably practicable to increase the number of spaces by the number shown at any such Station, at a reasonably equivalent Station approved by the Secretary of State (acting reasonably).

7.2 Table of locations of additional at-grade customer parking spaces

Stations	Additional spaces (at grade)
Lowestoft	110
Cambridge	33
Colchester	25
Clacton	10
Wrabness	10
Walthamstow	11
Billericay	10
Bishop's Stortford	10
Althorne	9
Marks Tey	7
Ipswich	5
Wickford	3
Hockley	2
Other locations	55
TOTAL	300

7.3 The Franchisee's obligation under paragraph 7.1 shall be conditional on the Franchisee having received by 1 September 2013 (i) all necessary consents and approvals (including the consent of Network Rail under the relevant Station Leases) to be able to carry out those obligations in accordance with all applicable Laws and the terms of the relevant Stations Leases; and (ii) Network Rail's undertaking that they will not during the Franchise Period propose to take over the initiative to provide the car parking spaces referred to in paragraph 7.1 and/or any part of the Stations where such car park spaces would be provided as part of any Network Rail Development under (and as defined in) the relevant Station Leases. The Franchisee agrees to use reasonable endeavours to obtain all necessary approvals or consents in order to comply with its obligations in paragraph 7.1 above.

7.4 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.

7A Car park capacity (deck)

7A.1 Subject to paragraphs 7A.2 and 7A.4, the Franchisee shall, on or before 1 March 2014, provide 300 new customer parking spaces on deck in the car parks at Shenfield and Wickford Stations in accordance with the table in paragraph 7A.3(a) below.

7A.2 To the extent that it is not reasonably practicable to increase the number of spaces at these two Stations, the Franchisee shall:

(a) deliver 300 decked spaces at one or more of the "other Stations" listed in the table in paragraph 7A.3(b) (up to the maximum number of spaces indicated); or

(b) if a proportion of the 300 spaces has been delivered at either or both of the Stations in paragraph 7A.3(a), deliver the remainder of the 300 spaces at any one or more of the other Stations in the table in paragraph 7A.3(b) up to the maximum number of spaces indicated.

7A.3 Table of locations of additional deck customer parking spaces

(a) Stations

Stations	Additional spaces (deck)
Shenfield	150
Wickford	150

(b) Other Stations

Other Stations	Maximum number of additional spaces (deck)
Billericay	100
Diss	80
Marks Tey	110
Bishop's Stortford	140
Chelmsford	85
Witham	140

7A.4 The Franchisee's obligation under paragraph 7A.1 shall be conditional on the Franchisee having received by 31 March 2013 (i) all necessary consents and approvals (including the consent of Network Rail under the relevant Station Leases) to be able to carry out those obligations in accordance with all applicable Laws and the terms of the relevant Stations Lease; and (ii) Network Rail's undertaking that they will not during the Franchise Period propose to take over the initiative to provide the car parking spaces on deck referred to in paragraph 7A.1 and/or any part of the Stations where such car park spaces would be provided as part of any Network Rail Development under (and as defined in) the relevant Station Leases. The Franchisee agrees to use reasonable endeavours to obtain all necessary approvals or consents in order to comply with its obligations in paragraph 7A.1 above.

7A.5 [No section title]

(a) The Franchisee shall, prior to entering into any leasing contract with a third party for the purposes of fulfilling its obligations under paragraph 7A.1 ("Car Park Leasing Contract"), submit such Car Park Leasing Contract to the Secretary of State for his approval (such approval not to be unreasonably withheld or delayed).

(b) If the Secretary of State approves the terms of the Car Park Leasing Contract he shall on the date of such approval designate the Car Park Leasing Contract as a Primary Franchise Asset for the purposes of the Franchise Agreement and, accordingly, Appendix 10 (List of Primary Franchise Assets) of this Agreement shall be deemed amended (and be amended) to include the Car Park Leasing Contract as a Primary Franchise Asset with a commitment from the Secretary of State that he shall not de-designate the Car Park Leasing Contract as a Primary Franchise Asset without the prior written consent of the Franchisee.

7A.6 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.

8. Car park facilities

8.1 On or before 1 March 2014, the Franchisee shall:

(a) replace 100 Pay & Display machines in Station car parks in accordance with a replacement programme to be provided to the Secretary of State by no later than the Start Date for his approval within 30 days of receipt of such programme; and

(b) install one new electrical car point in each of the Station car parks listed in paragraph 8.2 below, or, to the extent it is not reasonably practicable to install an electric car point in any such Station car park, in a reasonably equivalent Station car park approved by the Secretary of State (acting reasonably).

8.2 The list of Station car parks for electrical car points is:

(a) Bishop's Stortford

(b) Broxbourne

(c) Cheshunt

(d) Chingford

(e) Ely

(f) Gidea Park

(g) Harlow Town

- (h) Harold Wood
- (i) Hertford East
- (j) Highams Park
- (k) Ilford
- (l) Ipswich
- (m) Norwich
- (n) Shenfield
- (o) Stansted Mountfitchet
- (p) Waltham Cross
- (q) Walthamstow
- (r) Wickford
- (s) Witham
- (t) Woodham Ferrers

9. Rail Plus – Cyclepoint at Chelmsford

9.1 Subject to paragraph 9.3, the Franchisee shall, on or before 1 March 2014, provide a Cyclepoint facility (bicycle parking spaces) with a capacity for 500 bicycles within the railway arches adjacent to Chelmsford Station.

9.2 In order to satisfy its obligations in paragraph 9.1, the Franchisee shall:

- (a) operate the facilities once completed with the support of its Affiliates as required;
- (b) invest up to £26 in capital expenditure towards the project;
- (c) use reasonable endeavours to obtain at least £27 (matched) funding from Essex County Council; and
- (d) use reasonable endeavours to obtain all necessary consents to be able to carry out the obligations in paragraph 9.1 above in accordance with applicable Laws.

9.3 The Franchisee's obligation under paragraph 9.1 above is conditional on it having received by 31 December 2013:

- (a) at least £28 matched funding from Essex County Council;
- (b) all necessary consents and approvals (including the consent of Network Rail under the relevant Station Leases) to be able to carry out those obligations in accordance with all applicable Laws and the terms of the relevant Stations Leases; and
- (c) Network Rail's undertaking that they will not during the Franchise Period propose to take over the initiative to provide the bicycle parking spaces referred to in paragraph 9.1 and/or any part of the land where such bicycle parking spaces would be provided as part of any Network Rail Development under (and as defined in)

the relevant Station Leases. The Franchisee agrees to use reasonable endeavours to obtain all necessary approvals or consents in order to comply with its obligations in paragraph 9.1 above.

9.4 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.

10. Cycle storage facilities

10.1 On or before 2 March 2013, the Franchisee shall provide new cycle storage facilities at the 15 Stations listed in the table in paragraph 10.2 below, or, to the extent it is not reasonably practicable to provide the facilities shown at any such Station, at a reasonably equivalent Station approved by the Secretary of State (acting reasonably).

10.2 Table of locations of new cycle storage spaces

Stations	New cycle spaces
Billericay	15
Kelvedon	10
Rayleigh	16
Braintree Freeport	7
Harling Road	7
Harwich International	7
Hythe	7
Witham	12
Manea	7
Whittlesea	7
Alresford	7
Althorne	7
Shippea Hill	7
Lakenheath	7
Buckenham	7
TOTAL	130

10.3 If the facilities at Billericay, Kelvedon or Rayleigh Stations are completed through Essex County Council funding, any remaining funding which has been allocated by the Franchisee to this Committed Obligation will be invested in cycle spaces at reasonably alternative Stations to be approved by the Secretary of State (acting reasonably).

11. PlusBike hire at Norwich Station

11.1 On or before 13 October 2012, the Franchisee shall provide a cycle hire service at Norwich Station with an initial provision of 30 bicycles where customers will be able to hire bikes for a day/weekend with discounts for regular users.

11.2 The Franchisee shall install secure cycle storage adjacent to the lost property office at Norwich Station for this facility.

12. Scheduled bus service trial

- 12.1 Subject to all necessary approvals for bus operations having been obtained, the Franchisee shall procure the operation of a six month trial of a scheduled bus service between Saffron Walden Station and Audley End Station, to have been commenced on or before 4 January 2014.
- 12.2 The minimum level of service will be two bus services between the two Stations in each direction per week day.
- 12.3 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.

13. PlusCab

13.1 On or before 1 March 2014, the Franchisee shall set up and make available a "PlusCab" service across the 24 Stations listed in paragraph 13.3 or, to the extent it is not reasonably practicable to provide the service at any such Station, at a reasonably equivalent Station. The PlusCab service will also be provided from a further 21 Category F Stations.

13.2 The PlusCab service will provide a new facility allowing customers to book a taxi from selected Stations outside the TfL area with pre-agreed fares based on a zonal pricing structure. Customers will be required to book two hours prior to the required pick-up time.

13.3 Table of locations for PlusCab service availability

Stations	
Alresford	Great Chesterford
Bishop's Stortford	Great Yarmouth
Burnham-on-Crouch	Hatfield Peverel
Bury St Edmunds	Ipswich
Cambridge	Kelvedon
Chelmsford	Lowestoft
Clacton-on-Sea	Manningtree
Colchester	March
Elsenham	Norwich
Ely	Sawbridgeworth
Frinton-on-Sea	South Woodham Ferrers
Great Bentley	Southend Victoria

13.4 The Franchisee will provide relevant information about PlusCab on the Franchisee's website, including maps of the fare zones and details of how the service will operate.

14. First class on-train catering service

14.1 On or before 15 September 2012, the Franchisee shall introduce a complimentary refreshments service for first class passengers on the London to Norwich and Stansted Express services.

14.2 The service shall include:

- (a) complimentary hot and cold soft drinks, accompanying snacks such as biscuits, and a newspaper; and
- (b) service of customers at their seats in first class except where it is assessed that the most appropriate service level is to roster one train host providing the service from the café bar in which case first class customers may be requested to collect their complimentary drinks and snacks from the café bar.

14.3 To support this new service the Franchisee shall implement a training programme with the London to Norwich on-train catering contractor and the Stansted Express on-train catering contractor which will cover customer service techniques, at-seat service procedures, café bar service procedures (including combining at-seat and café bar service on lightly loaded services), sales training, product range briefings and the service approach in first class.

15. Asset Management System

15.1 The Franchisee is required pursuant to its Licence in relation to Stations to design, implement and populate a Station Asset Management System (the "System"). Pursuant to its obligations under paragraph 2.1 of Schedule 15.4 (Provisions Applying on and after Termination) of the Terms the Franchisee shall provide access to any of the information or data held within the System to:

(a) the Successor Operator where a Successor Operator has been appointed by the Secretary of State; or

(b) the Secretary of State where a Successor Operator has not yet been appointed,

and shall take such steps as may be reasonably requested by the Secretary of State in connection therewith. Without limiting any other obligation of the Franchisee, the Franchisee's obligation to provide access to information and data under this paragraph 15 shall include an obligation to provide such information and data for inclusion in a data room to be made available to bidders applying to be appointed as Successor Operator.

16. Station refresh

16.1 On or before 5 January 2013, the Franchisee shall carry out a station refresh of the following 15 Stations:

(a) Cambridge

(b) Chelmsford

(c) Bishop's Stortford

(d) Clapton

(e) Colchester

(f) Harlow Town

(g) Bury St Edmunds

(h) Maryland

(i) Ipswich

(j) Broxbourne

(k) Tottenham Hale

(l) Norwich

(m) Cheshunt

(n) Shenfield

(o) Edmonton Green.

- 16.2 For the purposes of this paragraph 16, a station refresh shall include preparation, undercoat and top coat painting and shall apply to areas of the Station within the leased area, including canopies (with no height limitation).
- 16A General Station Refresh
- 16A.1 On or before 21 June 2014, the Franchisee shall carry out a station refresh at an additional 126 Stations (to be approved by the Secretary of State (acting reasonably)) which are not otherwise subject to a station refresh under any other Committed Obligation.
- 16A.2 For the purposes of this paragraph 16A a station refresh shall include preparation, undercoat and top coat painting to areas of the Station within the leased area, including canopies (with no height limitation).
17. Cambridge Station redevelopment plan
- On or before 5 January 2013, the Franchisee shall submit to the Secretary of State for his approval a plan for the redevelopment of Cambridge Station setting out the Franchisee's proposals for the planned redevelopment of the ticket hall.
18. Cambridge Station redevelopment
- 18.1 Subject to receipt by the Franchisee of the approval of the Secretary of State as required pursuant to paragraph 17 above and subject to the provisions of paragraph 18.2, the Franchisee shall, by no later than 21 June 2014, use reasonable endeavours to:
- (a) secure planning approval for the redevelopment of Cambridge station as described in the redevelopment plan submitted pursuant to paragraph 17 above;
 - (b) secure all relevant consents to carry out the Cambridge station redevelopment in accordance with all applicable Laws;
 - (c) deliver the detailed design phase; and
 - (d) build a redesigned ticket hall as described in the redevelopment plan submitted pursuant to paragraph 17 above.
- 18.2 The Franchisee's obligation under paragraph 18.1 above is conditional on:
- (a) the £2.24 million "s.106 monies" relating to the redevelopment of Cambridge station being made available to the Franchisee by Network Rail; and
 - (b) necessary approvals in order to carry out the redevelopment in accordance with all applicable Laws having been obtained.
19. Customer service training programme
- 19.1 On or before 5 January 2014, the Franchisee shall deliver an interactive customer service training programme to certain frontline staff including those listed in the table in paragraph 19.4 below.
- 19.2 The customer service training programme will be delivered by way of up to 211 workshops over 20 months to frontline employees and managers. Each workshop will be tailored for the group attending, with line managers attending a three-day course and frontline employees attending a two-day course. The Franchisee shall deliver a total of up to 4,490 specific customer service training days.

19.3 The training programme will be delivered in two phases: the first before the Olympics for 140 frontline managers and 480 frontline employees (subject to operational issues); and the second from September 2012 to September 2013 for the remaining staff.

19.4 Table of employees to be selected for training

Operational unit (current structure)	Frontline managers	Frontline employees
Customer Service West	14	325
Customer Service North	12	228
Customer Service South East	25	310
On board Services	2	49
Revenue Protection	17	133
Operations West	17	268
Operations North	26	302 drivers plus 188 conductors
Operations South East	13	240
Control	11	0 (all classified as managers)
Customer Relations	3	31
TOTAL	140	2074

20. Information desks and kiosks

20.1 Subject to paragraph 20.2, the Franchisee shall, on or before 15 September 2012, install three new information desks and six new kiosks:

(a) at the Stations listed in the table in paragraph 20.3 below, or, to the extent it is not reasonably practicable to install an information desk or kiosk in any such Station, at a reasonably equivalent Station approved by the Secretary of State (acting reasonably); and

(b) which are fit for purpose and are maintained in good working order from installation until the end of the Franchise Period.

20.2 The Franchisee's obligation to comply with the obligation in paragraph 20.1 above shall be conditional on having obtained all necessary approvals to be able to carry out such obligations. The Franchisee shall use reasonable endeavours to obtain all necessary approvals under applicable Laws for this purpose.

20.3 Table of Stations for installation of new information desks and kiosks

Information desk	Kiosk
Cambridge (Rf: introduced but rarely staffed – few sightings of passengers using facility)	Bishop's Stortford
Norwich	Chelmsford
Stansted Airport	Colchester (2)
	Ipswich
	Stratford

20.4 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.

21. Information desk at Liverpool Street Station

- 21.1 Subject to paragraph 21.3, the Franchisee shall, on or before 20 July 2013, install one new information desk at Liverpool Street Station which is fit for purpose (which for these purposes shall include being manned and equipped to meet the customers reasonable expectations in relation to the provision of real time operational information) and is maintained in good working order from installation until the end of the Franchise Period. I
- 21.2 The Franchisee agrees to use reasonable endeavours to obtain all necessary approvals to comply with the obligation set out in paragraph 21.1.
- 21.3 The Franchisee's obligation to carry out the obligation in paragraph 21.1 above shall be conditional on (i) obtaining all necessary approvals to install a new information desk at Liverpool Street Station; and (ii) the relocation of the ticket office at Liverpool Street Station.
- 21.4 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.

22. PDAs

22.1 The Franchisee shall, on or before 2 February 2013, ensure that there are available within the Franchise, and manage the introduction of, sufficient new personal digital assistants (“PDAs”) to ensure that there are 1,650 PDAs (which may include any PDAs acquired from the Train Operator under the Previous Franchise Agreement) available:

- (a) for use by the Franchisee Employees (including those categories of employees set out in the table in paragraph 22.2 below) in order to improve customer service by facilitating access to information; and
- (b) which are fit for purpose with functionality for train service and disruption information and are maintained in good working order from issue until the end of the Franchise Period.

22.2 Table of Franchisee Employee PDA distribution

Role	Number of PDAs
Customer Service	303
Revenue Protection	180
Drivers	806
Guards/Conductors	188
Engineering	173
Total	1,650

23. Text service (SMS) for customers

23.1 On or before 18 August 2012, the Franchisee shall introduce a text messaging service to registered customers to provide information about disruption and service interruptions. This new service shall:

- (a) provide SMS updates free of charge to customers in the first year of registration in recognition of the amount of potential disruption caused by the Olympics and Crossrail. During registration, customers may opt in for either SMS or email alerts about services they use regularly. The registration process will be completed online and customer details will be automatically added to the existing database and entered into the Franchisee's customer relationship management database; and
- (b) remain available to any customer during the Franchise Period for so long as such customer remains registered.

24. Service Quality Management System

24.1 On or before 4 March 2012, the Franchisee shall, without prejudice to its obligations under Schedule 7.2 (Service Quality Management) of the Terms, implement an enhanced Service Quality Management System which shall include additional measures to monitor and improve customer service standards of the Franchisee in addition to surveying the Train Presentation Specification Standard and the Station Environment Specification Standard.

24.2 The enhanced Service Quality Management System shall comply with the requirements of Schedule 7.2 (Service Quality Management) of the Terms and:

(a) be based on the minimum measurement requirements of surveys identified in the table in paragraph 24.3 below, such surveys to be carried out unannounced and independently;

(b) introduce additional people surveys to monitor customer service interaction; and

(c) provide management information reports against targeted performance for trains, stations and people within seven days of the end of each Reporting Period.

24.3 Table of surveys to be completed under the SQMS audit programme

Measurement requirements	Minimum contracted surveys per period
Trains	224
0.5 per cent. of units in the fleet to be measured as passenger trains in service each period; each period 10 per cent. of passenger train services surveyed will be at weekends, early morning and late night	
Stations	85
station visits will be based on station category, with minimum numbers for each period: Category B stations weekly, C1/2 every period, D/E each quarter and F/G stations twice a year; 10 per cent. of station visits at weekends, with a min. 10 per cent. carried out in the morning/afternoon peak	
People	134
120 measure of individuals each period on staffed trains, revenue protection and stations; 4 surveys of customer relations centre per period (including assisted travel); 10 web surveys per period; flexibility in deployment to cover special events or disruption	
Total surveys	443

25. Customer panel forums

25.1 On or before 2 February 2013, the Franchisee shall establish two new customer panels which will meet on a monthly basis until the end of the Franchise Period.

25.2 Each customer panel shall be made up of an independent chairperson (appointed each quarter who will sit on the Franchisee's stakeholder panel) and between four and eight customers.

25.3 The customer panels shall report on a six monthly basis to the Franchisee's stakeholder panel.

26. Project team to manage Olympics transport
- 26.1 From 5 February 2012 until 9 September 2012 (inclusive), the Franchisee shall employ six full-time staff (or full time equivalents) as specialised project management/ support staff to support the Franchisee's Olympics team before and during the Games.
- 26.2 The Franchisee's staff assigned to this support role shall:
- (a) consist of employees from all major departments with some doing full-time projects roles, drawn from the operations, engineering, commercial and security departments; others will be part-time roles, combining Olympics work with their day-to-day activities in HR, communications and finance; and
 - (b) be part of the Franchisee's project management organisation ("PMO") to ensure that team members have all the relevant tools to support them: project scheduling software, risk analysis tools, progress and issues reporting processes and expertise in developing contingency plans.
27. Olympics – Franchisee customer service volunteers
- 27.1 From 27 July 2012 until 12 August 2012 (inclusive), the Franchisee shall provide sufficient customer-service trained volunteers to provide information to customers in or around the relevant Stations affected by the Games during the Olympics.
- 27.2 The Franchisee shall recruit sufficient multi-lingual volunteers from across its group companies in Europe to carry out its obligations under paragraph 27.1, such volunteers to have experience in transport operations customer service and dealing with major events.
28. Paralympics – customer service volunteers
- From 29 August to 9 September 2012 (inclusive), the Franchisee shall provide sufficient customer-service trained volunteers to provide information to customers in or around the relevant Stations affected by the Games during the Paralympics.
29. Olympics – agency customer service employees training
- 29.1 Before and during the Games until 9 September 2012, the Franchisee shall make available bespoke customer service training for all agency customer service employees contracted by the Franchisee to assist with customer service at Stations.
- 29.2 The training will be:
- (a) based on the training in paragraph 19 and designed to give agency employees an awareness of the customer service coupled with specific issues relating to the Games;
 - (b) specifically designed to supplement any training arranged as part of the normal induction programme; and
 - (c) delivered as one-day workshops.
30. Olympics – Booklet/Leaflet
- 30.1 The Franchisee shall invest £25,000 to develop, design, publish and distribute a book/leaflet with information on how to get to the Olympic Park, other venues, live sites and information about hotspots to avoid travelling in to London.

- 30.2 The Franchisee shall hand the booklet/leaflet out at main origin stations as a small gift to customers, instead of being put on a stand.
31. Project Management Organisation (PMO)
- 31.1 On or before 5 March 2012, the Franchisee shall set up a specific PMO within its organisation which will be fully resourced throughout the Franchise Period to manage the impacts of various projects, including internal projects, and deploy cross-functional initiatives.
- 31.2 The number and scope of the roles will change as projects are progressed and new ones initiated but will remain at, at least six staff. The PMO will be flexible in terms of resource and team members will be Franchisee Employees or specialist contractors with the necessary skills and expertise. This will ensure an optimum mix of full time employees supported by additional resources at peak times or if a specialist is needed for a particular project.
- 31.3 Projects and programmes that will be managed and supported by the PMO include:
- (a) the Olympic Service Delivery Plan;
 - (b) the creation of a Crossrail Separable Business Unit and provision of management information for Crossrail;
 - (c) the Crossrail infrastructure works and the associated impact on Franchise Services;
 - (d) industry change projects emanating from the McNulty Outputs, associated unit cost reduction projects and Network Rail alliance;
 - (e) the appraisal of the GE main line study into economic benefits and the Chesterton Parkway station development;
 - (f) the Franchise mobilisation and migration programme; and
 - (g) the Franchise transition programme, delivery of Committed Obligations and Franchise bid initiatives.
32. Over-crowding strategy – marking Stations
- 32.1 Subject to paragraph 32.5, on or before 21 July 2012, the Franchisee shall zone or mark 30 platforms across the Stations indicated in the table in paragraph 32.4 below.
- 32.2 The Franchisee shall provide platform zoning in 7 Stations to inform passengers where to stand for less busy coaches during peak times and platform marking at 14 Stations to show where train doors will be positioned.
- 32.3 The Franchisee shall make arrangements for the installation of poster frames where required within the customer information zones on each Station to inform customers about how the new system works and the Franchisee shall consult with key stakeholders and user groups to obtain feedback on the precise methodology to be used.
- 32.4 Table of Stations to have new platform zoning or marking
- Stations with new platform zoning:
- Chelmsford
 - Ingatestone
 - Shenfield
 - Wickford

Billericay
Broxbourne
Bishop's Stortford

Stations with new platform marking:

Brentwood
Harold Wood
Romford
Chadwell Heath
Goodmayes
Seven Kings
Ilford
Manor Park
Forest Gate`
Maryland
Stratford
Seven Sisters
Tottenham Hale
Hackney Downs

32.5 The Franchisee's proposals for zoning or marking platforms are subject to any requirements of Network Rail under the relevant Station Lease (if any), and any relevant Station Facility Owner (where this is not the Franchisee at the relevant time).

32.6 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.

33. Over-crowding strategy – microphone systems at Stations

33.1 Subject to paragraph 33.5, the Franchisee shall, on or before 21 July 2012 provide microphones to roving platform staff linked to the Station's public address system to keep customers informed and facilitate their boarding and alighting during the peak times.

33.2 The microphones will be provided to staff at the 8 Stations in paragraph 33.4.

33.3 The microphones shall be fit for purpose and maintained in good working order until the end of the Franchise Period.

33.4 Table of Stations to have microphone systems

Chelmsford
Shenfield
Colchester
Ingatestone
Stratford
Bishop's Stortford
Tottenham Hale
Seven Sisters

33.5 The Franchisee shall use reasonable endeavours to obtain all necessary approvals required under applicable Laws in order to comply with the obligation in paragraph 33.1 above and the Franchisee's obligation under paragraph 33.1 above shall be conditional on the Franchisee obtaining all such necessary approvals.

- 33.6 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.
34. Over-crowding strategy – additional Station staff
- On or before 21 July 2012 until the end of the Franchise Period, the Franchisee shall provide two additional part-time staff at Ilford and Romford Stations (that is, in addition to the numbers of employees in existence at those Stations as at the Start Date) to assist in the distribution of passengers both along platforms and within trains, to assist with the reduction in impact of any overcrowding.
35. Over-crowding strategy – colour code timetables
- 35.1 The Franchisee shall consult with key stakeholders and user groups in order to provide colour coded timetables indicating the level of anticipated crowding on different services.
- 35.2 The Franchisee shall carry out its obligations in paragraph 35.1 as a minimum for the timetable change in May and December in each year during the Franchise Period, starting with the December 2013 timetable change.
36. Fleet performance
- 36.1 On or before 3 March 2013, the Franchisee shall develop and introduce nine new fault finding guides in respect of faults relating to (i) the doors; (ii) electrical traction systems; and (iii) battery and control systems of each of the class 321, class 317 and class 315 units of the Train Fleet.
- 36.2 The Franchisee shall train the 'trouble fitters' and exam technicians in relation to the fault finding guides during the first six months of the Franchise Period with a further half day's training for all fitters in Year 2.
37. Deep clean of Train Fleet prior to Olympics
- 37.1 Subject to paragraph 37.2, the Franchisee shall, on or before 21 July 2012, procure a deep clean of all vehicles comprised in the Train Fleet (except the vehicles comprised in the class 379 units) including:
- (a) a steam clean of all surfaces and soil extraction of floor coverings in the vehicles;
 - (b) addressing the areas of the vehicles that are below an acceptable standard including seat shells, table edges, seat supports, heater grills, kick plates, lighting diffusers (where fitted);
 - (c) refreshing the toilets by installing picture vinyls on the toilet walls; and
 - (d) replacing tubes so that lighting levels are uniform in the coaches.
- 37.2 The Franchisee shall use reasonable endeavours to obtain all necessary consents including under the relevant Rolling Stock Related Contracts to be able to carry out this deep clean and its obligation in paragraph 37.1 shall be conditional on the Franchisee having obtained such necessary approvals (including in relation to any Rolling Stock Related Contract).
- 37.3 The activities in paragraph 37.1 will be undertaken at Ilford and Norwich depots and at Orient Way sidings during the inter-peak and at weekends to ensure there is no impact on availability.
- 37.4 The Train Fleet will be allocated to relevant diagrams each day to ensure that staff are all present at the required locations within the planned timescales. The deep clean will be outsourced to a cleaning company. The equipment and methods used by such cleaning company ensure that the vehicles can be returned to passenger service immediately and do not require any drying periods.

- 37.5 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.
- 37A Enhanced Train Cleaning Regime
- 37A.1 No earlier than four months following the initial deep clean of the Train Fleet undertaken pursuant to paragraph 37 and on a periodic basis but by no later than 21 June 2014 the Franchisee shall carry out or procure the carrying out of the following deep cleaning activities of all the vehicles comprised in the Train Fleet (except for the vehicles comprised in the class 379 units):
- (a) one steam clean of seat covers, shells, arm rests, heater grills, tables, lighting diffusers and litter bins;
 - (b) three steam cleans of all floor coverings and carpets where fitted, coir mats in vestibules, dado panels and toilet compartments (where fitted); and
 - (c) hand washing the exterior of units to remove dirt not removed by the carriage washing machines.
- 37A.2 The deep cleaning activities to be undertaken by the Franchisee under paragraph 37A.1 shall be carried out during less busy periods and shall not affect the availability of vehicles used for the purposes of delivering the Passenger Services.
38. Class 321 refresh and CCTV fitment
- 38.1 The Franchisee shall, by no later than 5 January 2013:
- (a) carry out a programme of refresh works for the interior of the class 321 units using the class 321 materials as transferred to the Franchisee from the Train Operator under the Previous Franchise Agreement under the Start Date Transfer Scheme ("Class 321 Materials") but only to the extent that such Class 321 Materials are fit for purpose; and
 - (b) fit CCTV to 68 class 321 vehicles in the Train Fleet.
- 38.2 Most of the refresh programme will be performed in house however, an external supplier will be used for specialist tasks such as spray painting the lino and toilet vinyls.
- 38.3 The CCTV fitment will be performed in the same downtime as the refresh by a contractor of the class 321 lessor. The CCTV fitment will take place at night and the refresh during the day to allow both teams to progress work without obstructing the other.
- 38.4 If the Class 321 Materials are not in sufficient quantity or fit for purpose to allow the Franchisee to undertake its obligations in paragraph 38.1 in respect of all the class 321 units the Franchisee shall notify the Secretary of State and with such notification provide to the Secretary of State a proposal to deliver a revised programme of refresh works in relation to the class 321 units. The Secretary of State shall have the right to require reasonable alterations and amendments to such revised programme provided that such alterations and amendments do not lead to the cost of the refresh works exceeding the amount that would have been the case had the programme been able to proceed on the basis that the Class 321 Materials were both sufficient in quantity and fit for purpose to deliver the original planned refresh works. The obligation of the Franchisee pursuant to paragraph 38.1 shall be deemed to be amended to an obligation to deliver the revised programme as this may have been altered or amended by the Secretary of State pursuant to this paragraph 38.4.
39. Working with Network Rail in virtual performance teams

- 39.1 Subject to paragraph 39.2 below, the Franchisee shall, by no later than 2 March 2013, implement a training programme to improve effectiveness of the joint virtual performance teams ("VPTs") comprising Franchisee staff and their Network Rail counterparts (minimum of five and maximum of eight VPTs).
- 39.2 The Franchisee's obligation in paragraph 39.1 above is conditional on Network Rail:
- (a) entering into the proposed alliance agreement with the Franchisee; and
 - (b) providing 50 per cent. of the total cost specified in paragraph 39.3 below.
- 39.3 The total investment in the VPT programme will be £30 (excluding VAT).
- 39.4 The provisions of paragraphs 7.3 and 7.4 of Part 2 to this Appendix 11 shall apply to this Committed Obligation.
40. Tackling minor injuries to employees
- 40.1 The Franchisee shall procure that its safety team:
- (a) raises safety awareness amongst employees and contractors through campaigns and team talks;
 - (b) reviews how planned general inspections are undertaken and recorded and where necessary corrects faults;
 - (c) reviews the way contractors are licensed to determine if a more formal approach to competence is required; and
 - (d) commissions a survey utilising the Railway Safety and Standards Board ("RSSB") safety culture survey model for employees and a bespoke survey for contractors.
- 40.2 The first employee and contractor survey will be carried out no later than 5 January 2013 and the second survey will be carried out no later than 21 June 2014.
41. EFQM training of executive team
- On or before 15 September 2012, the Franchisee shall procure and provide EFQM training for the executive team (the Managing Director and their direct reports) so that they all become qualified British Quality Foundation assessors prior to the first Franchisee EFQM assessment.
42. Leadership training of senior team
- On or before 30 March 2013, the Franchisee shall procure and provide two phases of leadership training for key people managers. This training will include the Managing Director and their direct reports and 30 other key managers.
43. Community Rail Partnerships (CRP)
- 43.1 Subject to paragraph 43.4, the Franchisee shall invest a total sum of £125,000 in Community Rail Partnerships (the "CRP Investment") during the Franchise Term. The Franchisee plans to invest the CRP Investment in accordance with its relevant budget for each CRP Spend Year. In the interests of commerciality and to meet changing circumstances, the Franchisee reserves a degree of flexibility in terms of exactly when the CRP Investment is made, and therefore shall commit to invest, as a minimum, 70 per cent. of the CRP budget

designated for each CRP Spend Year during such CRP Spend Year provided that by the end of the Franchise Term it shall have invested the total CRP Investment.

- 43.2 Subject to paragraph 43.4, the Franchisee shall, pursuant to paragraph 1.1, invest during the relevant CRP Spend Year no less than:
- (a) £5,468.75 by 26 May 2012 (CRP Spend Year 1); and
 - (b) £35,546.88 during the period 27 May 2012 until 25 May 2013 (CRP Spend Year 2); and
 - (c) £35,546.88 during the period 26 May 2013 until 24 May 2014 (CRP Spend Year 3); and
 - (d) £10,937.50 during the period 25 May 2014 until the Expiry Date (CRP Spend Year 4).
- 43.3 Within 10 days of the end of each relevant CRP Spend Year a statutory director of the Franchisee shall certify to the Secretary of State the amount of CRP expenditure actually incurred by the Franchisee on community rail partnerships pursuant to this paragraph. The Franchisee shall provide such information as the Secretary of State shall reasonably require for the purposes of verifying the information contained in the certificate provided. If the amount spent is less than the prescribed minimum amount then the Franchisee shall deliver to the Secretary of State with the certificate of the statutory director a reasonable and credible draft plan for remedying the shortfall in CRP expenditure within a specified time (which shall be as soon as reasonably practicable) through the implementation of reasonable initiatives at reasonable cost consistent with the CRP plans of the Franchisee. The Secretary of State shall be permitted to propose amendments to the draft plan and the parties shall engage in good faith with the intention of agreeing such a plan within 20 working days of the submission of the draft plan by the Franchisee. If such a plan (“CRP Spend Recovery Plan”) is agreed then:
- (a) the Franchisee shall not be regarded as being in contravention of the Franchise Agreement in relation to the shortfall in expenditure at the end of the relevant CRP Spend Year; and
 - (b) it shall be a term of the Franchise Agreement that the Franchisee shall comply with the CRP Spend Recovery Plan in accordance with its terms at the cost of the Franchisee
- 43.4 Within 10 days of the end of the Franchise Period a statutory director of the Franchisee shall certify the amount of expenditure on community rail partnerships actually incurred by the Franchisee pursuant to this paragraph 43 and, if such amount is less than the CRP Investment, the Franchisee shall pay (as a debt) the difference between such lesser amount and the CRP Investment to the Secretary of State within 3 days of such certificate being issued. The Franchisee shall provide such information as the Secretary of State shall reasonably require for the purposes of verifying the information contained in the certificate provided and the Secretary of State may require a further balancing payment to be made if he reasonably determines that the original payment made by the Franchisee was less than the CRP Investment due to have been made by that date. The Secretary of State agrees that on receipt of the amount properly payable to him pursuant to this paragraph he shall have no right to claim damages from the Franchisee arising in consequence of the amount of community rail partnership expenditure actually incurred being less than the CRP Investment or take any other action in respect of the reduced CRP Investment except as otherwise required under the Act.
- 43.5 Where the Franchise Period ends prior to the Franchise Term, the CRP Investment which the Franchisee shall be required to have made under paragraph 1.1 shall be reduced pro rata to the reduction in the Franchise Term on a straight-line basis (that is 1/32 of £125,000 for each Reporting Period by which the Franchise Period is less than the Franchise Term).
44. Environmental Management System

- 44.1 On or before 21 June 2014, the Franchisee shall obtain ISO 14001 certification (or, where this ceases to exist, such other equivalent accreditation as the Franchisee may reasonably select) for its environmental management system.
- 44.2 The Franchisee shall carry out a review of the existing environmental management system of the Train Operator under the Previous Franchise Agreement to establish the actual position and shall have discussions with key stakeholders to understand and take into account their expectations.
- 44.3 Based on its review, the Franchisee shall develop an environmental strategy and a new environment plan which it shall publish on the internet and update periodically as required.
45. Energy Management System
- 45.1 On or before 21 June 2014, the Franchisee shall obtain ISO 50001 certification (or, where this ceases to exist, such other equivalent accreditation as the Franchisee may reasonably select) for its energy management system and shall implement such energy management system.
- 45.2 The Franchisee shall review energy management across the Franchise and ensure automated meter reading on 90 per cent. of sites.
46. Waste audit and action planning
- 46.1 On or before 21 June 2014, the Franchisee shall engage consultants to carry out a waste audit of all Franchise operations to provide a comprehensive baseline of waste data; a base for improvement work; and to provide valuable information for a Successor Operator.
- 46.2 The Franchisee shall use the waste audit findings to develop an action plan to achieve waste reductions and increase recycling and implement controls within the energy management system in paragraph 45 above to deliver comprehensive waste management. The waste action plan will be developed in conjunction with process owners responsible for delivering the actions to achieve at least a 10 per cent. reduction in waste going to landfill by the end of the Franchise Term.

3. *Further Information*

For further information about the perceived performance of Greater Anglia please contact:

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