

SLC2
[Initialled by the parties]

GREATER WESTERN FRANCHISE

Service Level Commitment 2:

December 2006

No. 6

CONSTRUCTION AND INTERPRETATION

1.1 Unless otherwise stated this Service Level Commitment shall be interpreted in accordance with the Franchise Agreement between the Secretary of State and the Franchisee dated 12th December 2005.

1.2 Terms used in this Service Level Commitment shall have the following meaning:

“Boxing Day” means 26 December of any year;

“Christmas” means 25 December of any year;

“Journey Time” means the time in the Timetable to be taken by a service in travelling between the specified departure point and specified destinations for that service;

“New Year” means 1 January of any year;

“Request Stop Station” means, in relation to any particular train or Passenger Service, a station at which such train or service need only call when a passenger or intending passenger wishes to join such train or service or leave such train or service at such station;

“Route” means each of the sub divisions listed in paragraph 9 of this Service Level Commitment;

1.3 The following provisions of this Part 1 to this Appendix 1 shall apply in respect of the Service Level Commitment set out in Part 2 to this Appendix 1.

2. DAYS AND TIMES OF DAY

2.1 Except to the extent the context otherwise requires, references to a day mean the period commencing at 0200 on one day and ending at 0159 on the following day and references to particular days of the week shall be construed accordingly.

2.2 References to periods of times and periods of days include the times and days such periods start and finish.

2.3 All references to time are to the twenty-four hour clock.

2.4 Except where expressly indicated to the contrary, references to “Summer” shall mean that period in any year from the last Saturday in May until the third Saturday in September and “Winter” is defined as any period other than “Summer.”

3. SERVICES

3.1 Except where expressly indicated to the contrary, references to services, all services or any part or any proportion of services are to be construed as

references to the Passenger Services (or the relevant part or proportion thereof) required to be included by the Franchisee in its Timetable pursuant to paragraph 11.2 of Schedule 1.1 of the Franchise Agreement and do not include such additional railway passenger services as the Franchisee may be permitted to provide from time to time under this Agreement.

- 3.2 Except where expressly indicated to the contrary, where an interval or frequency is specified for a service, such specification shall apply at the departure point for the relevant service.
- 3.3 Except where expressly indicated to the contrary, all services are to run in both directions and the requirements of the Service Level Commitment (including any interval between services, frequency of service or stopping pattern) are to apply in each direction.
- 3.4 Unless discretion is given in the wording of this Service Level Commitment, the Franchisee must not increase or decrease the number of services nor decrease or cut short the stopping pattern of the services specified. Where discretion is allowed this will normally be shown by using 'may' instead of 'shall' to describe the services.
- 3.5 In relation to paragraph 3.4., where a service commences or terminates at a station which is normally intermediate in any stopping pattern, that service shall, unless otherwise indicated, call at intermediate stations shown in the Route definition.
- 3.6 Pick up/set down only trains: To assist with passenger flows, up to five services in the morning peak can be made set down only at Reading and up to five services in the evening peak can be made pick up only at Reading, providing the interval between services making normal stops does not extend to more than 15 minutes.
- 3.7 The service level on Summer Saturdays and Sundays may be enhanced to accommodate increased demand, particularly in sections B,G and H. Where such an enhanced train service impacts on other routes, reasonable latitude will be allowed to vary the specification for those other routes so affected. (However, any such variation would need to be agreed with the DfI).

4. STATIONS

- 4.1 Except where expressly indicated to the contrary and subject always to compliance with the other provisions of the Service Level Commitment (including any maximum Journey Times) nothing in the Service Level Commitment shall prevent services which are required to be included by, or on behalf of, the Franchisee in the Timetable pursuant to paragraph 11.2 of Schedule 1.1 of the Franchise Agreement calling at any stations which are not specified in the Service Level Commitment or any relevant part of it.
- 4.2 The Franchisee may designate any station, at which a service calls, as a Request Stop Station, where such service need only call when a passenger or intending passenger wishes to join such service or leave such service at such station. Any such designation by the Franchisee shall be clearly advertised in advance to intending passengers (including in the Timetable).

4.3 Where a station is served by less than 80 per cent of services on a particular Route, that station shall be deemed to be a limited stop station ("Limited Stop"). All stations receiving a service of more than 80 per cent of services on a particular Route shall not be considered Limited Stop stations. Unless otherwise shown, the timing bands shown under the specification for a Limited Stop station refer to the time calls should be made at the station concerned.

5. CONNECTIONS

5.1 Except where expressly indicated to the contrary, a service that is required to be included in the Timetable shall be provided so as to enable travel between the stations specified without passengers being required to change train. Where a service may be provided by a Connection or where a Connection is required to be provided between two services, such service or combination of services may be provided without change of train being required.

5.2 Except where expressly indicated to the contrary, where Connections are required to be provided by the Franchisee, they shall conform to the requirements laid out in the Connections section of the introductory pages of the current "National Rail Timetable".

5.3 Except where expressly indicated to the contrary, where services are subject to maximum Journey Times, such Journey Times need not apply where the services are required to be, or may be, provided by Connections.

6. BANK HOLIDAYS

In the event of a Bank Holiday, and on the Weekdays between Christmas and the New Year, the service required to be included in the Timetable for such day shall be the service required to be included on a Saturday for each station with capacity enhanced if potential loadings indicate this will be required. There is no requirement to provide any service on Christmas or Boxing Day. Services on 24 December and 31 December may commence to run down after 2000.

7. SERVICE INTERVALS

7.1 Except where expressly indicated to the contrary, where the Franchisee is required to include within the Timetable, services for a specified period (which period shall commence and end with an Early Service or Late Service), with a specified interval between each such service during such period, then the following shall apply:

- (a) the minimum number of services to be included in the Timetable in such period shall be determined in accordance with the following formula:

$$S = \frac{TM}{IM}$$

where:

S is the minimum number of services to be included in the Timetable;

TM is the total minutes in the specified period; and

IM is the number of minutes in the specified interval, rounded down to the nearest whole number;

(b) the interval between any two services during such period may be extended by:

(i) five minutes; or,

(ii) if greater, an amount of minutes equivalent to one-sixth of the specified interval between each service rounded down to the nearest whole number, subject to the other provisions of this paragraph 7.1 and such extension not exceeding ten minutes;

(c) the interval between any two services may be reduced, subject to the other provisions of this paragraph 7.1, below the interval between each service required in accordance with paragraph 7.1(a) for such period, by such amount as the Franchisee may determine, provided that the quantum of services is maintained and provided that;

(d) the interval between services during such specified period shall be such that, for any period which occurs during such specified period and has a duration equivalent to:

$$((4 \times SI) + E) \text{ minutes}$$

where:

SI is equal to the specified interval between such services; and

E is equal to the extension permitted to such interval under paragraph 7.1(b),

at least four services shall be included in the Timetable in such period; and

(e) the intervals between the start of such period of time and the first service in such period (save where such period of time starts with an Early Service) and between the last service in such period and the end of such period (save where such period of time ends with a Late Service) shall each be no more than the interval between each service specified for such period and (save where such period of time starts and/or ends with an Early Service/Late service) one of such intervals shall be no more than half such interval between each service.

7.2 Except where expressly indicated to the contrary, where one period ends and another period begins immediately thereafter and services are specified at different intervals for each such period, the maximum interval between the last service in the first period and the first service in the second period shall be the longer of the maximum intervals allowed for each such period.

7.3 An exception to a specified standard service interval may be shown as permitted if

(a) $(SI+E)$ is exceeded by the interval between two successive trains and/or

- (b) The addition of two or more intervals in a sequence of four services is greater than ((the number of intervals involved x SI) + E).

Where an exception to a regular interval is shown in this Service Level Commitment paragraph 7.1 (b) shall not apply.

8. THE ROUTES

For ease of reference this Service Level Commitment is divided into the following sections:

InterCity Great Western Main Line (GWML)

InterCity West of England (WofE)

Thames Valley Inner

Thames Valley Outer

North Downs

Regional Interurban

Bristol

Devon and Cornwall

The Franchisee shall include the following services in the Timetable:

InterCity GWML

- A1 London Paddington – Reading – Swindon.
- A2 London Paddington – Cardiff Central – Swansea.
- A3 London Paddington– Bristol Temple Meads
- A4 London Paddington/Swindon - Cheltenham Spa

InterCity W of E

- B London Paddington – Plymouth - Penzance

Thames Valley Inner

- C1 London Paddington - Reading
- C2 London Paddington - Hayes & Harlington
- C3 London Paddington - Greenford
- C4 Slough - Windsor & Eton Central
- C5 Maidenhead - Marlow

