

THE SCOTTISH MINISTERS

and

ABELLIO SCOTRAIL LTD

**SQUIRE SERVICE SCHEDULES
AGREEMENT**

relating to

THE SCOTRAIL FRANCHISE

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AGREEMENT

AMONG

- (1) **THE SCOTTISH MINISTERS**, Victoria Quay, Edinburgh, EH6 6QQ, acting through Transport Scotland, Buchanan House, 58 Port Dundas Road, Glasgow, G4 0HF or such other agency, department or other organisational unit of the Scottish Government as they may from time nominate (who and whose successors are referred to as the *Authority*) and;
- (2) **ABELLIO SCOTRAIL LTD**, whose registered number is SC450732 and whose registered office is at 10th Floor, 133 Finnieston Street, Glasgow, G3 8HB (the *Franchisee*).

WHEREAS

- (A) The Authority and the Franchisee have entered into the Franchise Agreement relating to the ScotRail Franchise.
- (B) The Authority and the Franchisee wish to set out in this Agreement the SQUIRE Service Specification, the SQUIRE Benchmarks, the maximum numbers of inspections which may be carried out pursuant to Schedule 7.3 (*SQUIRE*) of the Franchise Agreement and the numbers of Performance Points which can be incurred for each Service.

1. INTERPRETATION AND DEFINITIONS

- 1.1 In this Agreement:

Conditions Precedent Agreement means the agreement among the Authority and the Franchisee of even date herewith specifying certain conditions to be satisfied prior to issue of a Certificate of Commencement.

Definitions Agreement means the agreement among the Authority and the Franchisee of even date herewith relating to the interpretation of this Agreement, the Conditions Precedent Agreement and the Franchise Agreement.

Franchise Agreement means the agreement among the Authority and the Franchisee of even date herewith relating to the ScotRail Franchise.

- 1.2 This Agreement, the Conditions Precedent Agreement, the Definitions Agreement, and the Franchise Agreement together constitute a single agreement which is a franchise agreement for the purposes of the Act and shall be interpreted in accordance with the Definitions Agreement.
- 1.3 In this Agreement references to the Franchise Facilities Book are to the Franchise Facilities Book of the Authority.

2 SERVICE SCHEDULES

- 2.1 The Authority and the Franchisee agree that this Agreement, including the services schedules set out in the schedule to this Agreement, constitute the SQUIRE Service Schedules Agreement.
- 2.2 The schedule to this Agreement forms part of this Agreement.

3 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Scotland and the parties irrevocably agree to prorogate the exclusive jurisdiction of the Court of Session to settle any disputes which may arise out of or in connection with this Agreement, except as expressly set out in this Agreement or in the Franchise Agreement. The jurisdiction of the Sheriff Courts in Scotland is expressly excluded by the parties.

IN WITNESS this Agreement comprising this and the preceding two pages together with the 36 Schedules have been executed as follows:-

Signed for and on behalf of THE SCOTTISH MINISTERS

At GLASGOW

On the 18TH day of OCTOBER 2014

By W. Reeve

William Joseph Reeve Name (printed)

Before this witness:-

..... Witness

NEIL M. DONALD AMYER Full Name

DALMORE HOUSE Address

310 ST. VINCENT STREET

GLASGOW

Signed for and on behalf of ABELLIO SCOTRAIL LIMITED

At glasgow

On the 24 day of October 2014

By

..... Director

J. Hoyle Name (Printed)

before this witness:-

Ali Riwel Witness

Alison Riwel Full Name

15 Atholl Crescent Address

Edinburgh

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING SQUIRE SERVICE SCHEDULES AGREEMENT BETWEEN THE AUTHORITY AND ABELLIO SCOTRAIL LTD

SERVICE SCHEDULE 1 – Station Ticket Offices

1. SQUIRE Service Specification

1.1 All ticket offices should be open during the hours set out in Schedule 17 of the Ticketing and Settlement Agreement.

1.2 A ticket office will be failed if:

- (a) on arriving at the Station the SQI is not able to sign in within 5 minutes of joining the queue;
- (b) on departure from the Station the SQI is not able to sign out within 5 minutes of joining the queue;
- (c) where speaker/microphone systems and/or hearing aid induction loops are fitted, any of these are not operational or do not permit clearly audible conversation;
- (d) details of the opening hours of the ticket office, notices in respect of the National Rail Conditions of Carriage or the relevant Passenger's Charter(s) are not clearly displayed;
- (e) there is not a copy of each of the National Rail Conditions of Carriage, the relevant Passenger's Charter and National Routing Guide available for perusal by the public; or
- (f) Where any ticket office is closed during an inspection when it should be open as specified in paragraph 1.1 above a fail will be recorded. The Franchisee will incur Performance Points as outlined in paragraph 4.1(c) for failure to have the ticket office open.

1.3 In addition, the Franchisee is required to inform the Authority of all occasions when a ticket office is closed during the hours set out in Schedule 17 of the Ticketing and Settlement Agreement within 2 working days of the closure. The Franchisee will incur Performance Points as outlined in paragraph 4.1(c) for failure to have the ticket office open. Should the Authority find a ticket office closed without having first being informed by the Franchisee, the Authority may issue a Notice informing the Franchisee of that fact and the Franchisee shall incur the Performance Points specified in paragraph 4.1(d) below for both failing to have the ticket office open and failing to inform the Authority.

1.4 The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 99% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists shall be inspected a maximum of 2 times during each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 11,100
- (b) performing the Service at the Floor Level: -55,500
- (c) service of a Notice for failing to open a ticket office: -400
- (d) service of a Notice for failing to alert Authority: -1,200

SERVICE SCHEDULE 2 – Station Shelters and Waiting Areas

1. SQUIRE Service Specification

1.1 (a) This category includes all canopies, stand alone shelters, waiting rooms and all covered areas at Stations including those areas adjoining or within ticket offices (each a "Shelter").

(b) Each Station shall have weatherproof covered waiting accommodation or other adequate shelter which offers reasonable protection from the weather. Adequate alternative shelter shall be available when such waiting accommodation is not provided or is temporarily out of use. Seating shall also be provided, where reasonably practicable, in each such Shelter.

(c) Shelters should be undamaged and fit for purpose.

(d) Shelters are to be maintained fully intact, fit for purpose and in good and safe condition.

(e) Where a place for a panel or a window exists within a Shelter then a panel or window should be in place.

1.2 Each individual shelter will fail or pass. A Shelter will be failed if:

(a) the Shelter is missing;

(b) being a structure, any structural element is missing (including roof panels and doors);

(c) any panel of a Shelter has more than one hole smaller than 20mm in diameter, or, taken together, all of the panels in a Shelter have more than two such holes, or any panel has one or more holes of more than 20mm in diameter, or any window or structural element other than a panel has a hole in it or is cracked or broken. Panels, windows or other structural elements may be marked but may not be cracked, burnt or broken in any way. Marks or scratches on panels or windows will be deemed to be graffiti for the purposes of service schedule 6 (Station Graffiti);

(d) any door does not fully open or close as it is designed to do;

(e) the Shelter contains, or its exterior is marred or visibly marked by, any immediately detectable contamination or spillage which would render it unsanitary or deter a passenger from using it (e.g. vomit or urine);

(f) any polycarbonate panels or other glazing (together "glazing") has, through any means, become non-transparent (except where designed to be non-transparent) or any glazing has been burnt in any way so that there is more than one residual burn mark of less than 25mm in diameter on any one piece of glazing or more than two such marks on all such glazing in any Shelter or the glazing in any Shelter has one or more such marks of more than 25mm in diameter. The test of transparency shall be whether a normally sighted person can read a newspaper through the panel or glazing;

(g) the Shelter is locked when it should be available for use;

- (h) the Shelter is leaking or otherwise not waterproof where designed to be so;
- (i) any seating unit, which is an integral part of a Shelter, is not available for use, applying the same test as that in service schedule 3 (Station Seats);
- (j) any heating unit, which is part of a waiting area, is not safe and operational, and if controlled by passengers, is not labelled appropriately;
- (k) any windows, sills, handrails, walls, surfaces or doors are sufficiently dirty that a letter written on them in the dirt is clearly visible; or
- (l) “no smoking” signage is not clearly visible.

1.3 The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 75% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 19,400
- (b) performing the Service at the Floor Level: -55,500
- (c) failure to comply with any Notice: -60 per day from relevant inspection

5. Times to be specified in Notices

Cleanliness: 1 Working Day.

Damage: 5 Working Days.

SERVICE SCHEDULE 3 – Station Seats

1. SQUIRE Service Specification

1.1 Seats should be undamaged and fit for purpose. Seats will be considered in terms of benches or group of seats (an example of a group being the Macemain seat where there is a single frame with 3 seats attached). Seats do not include seating units which are an integral part of a shelter. Seats will be inspected by platform.

1.2 The seats will be inspected per platform and it is a platform that fails or passes. A platform will be failed if a seat, bench, part of a bench or part of a group of seats:

- (a) is missing or a design element of any seat is missing (e.g. an armrest where this is part of the design);
- (b) cannot be used due to damage (i.e. the seat is damaged in such a way that it could injure a person or damage their clothing);
- (c) cannot be used due to the presence of spillage, dampness, contamination or overgrown vegetation which could injure a person or damage their clothing or articles, except if a seat is placed in a location likely to be subject to rain, snow or other natural precipitation then it shall be self-draining and any dampness (rather than water-logged seats) shall not result in failure of a platform; or
- (d) is insecure or unstable.

Occupied seats which are not obviously damaged will not be failed.

1.3 The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 80% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 6,400
- (b) performing the Service at the Floor Level: -12,900
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

5 Working Days.

SERVICE SCHEDULE 4 – Station Lights

1. SQUIRE Service Specification

1.1 (a) All Stations shall have adequate lighting, which shall be switched on during the hours of darkness during which Trains are scheduled to call at the relevant Station (including for a reasonable period before the first Train and after the last Train in order to allow passengers to await the first scheduled Train at the Station or depart from the Station after the departure of the last Train).

(b) All specified lights (i.e. the lighting referred to in 1.1(a) above) should be working. All light covers should be present and fully intact.

1.2 Lights will be inspected per Station and it is a Station that fails or passes. A Station will be failed if:

- (a) any light is not illuminated when the power is switched on;
- (b) any light is not fully operational (e.g. light levels are obviously substandard or the light is flickering);
- (c) any light cover is unfit for purpose or missing;
- (d) any light is not properly aligned or directed towards the area to be illuminated;
- (e) any light is not switched on in the hours of darkness, which if controlled solely by time switches, the settings should reflect the worst case ambient light levels for both Greenwich Mean Time and British Summer Time;
- (f) any light source is significantly obscured by foliage, which detrimentally affects the area to be illuminated; or
- (g) there are exposed electrical connections or wiring.

The above criteria (and the reference to Stations in 1.1(a) above) shall apply to all lights illuminating platforms, Station buildings, underpasses, footbridges and car parks.

1.3 The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 75% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 50% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 8,300
- (b) performing the Service at the Floor Level: -16,600
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

2 Working Days.

SERVICE SCHEDULE 5 – Station CCTV and Security

1. SQUIRE Service Specification

1.1 (a) CCTV at Stations should be operational to the standard set for each specific location. All cameras should be checked regularly for operation including tilt, pan and zoom. All picture recording systems linked to cameras should be checked regularly. CCTV at Stations should cover areas such as underpasses, bridges, lifts, stairwells and other vulnerable areas.

(b) Boundaries and fences for Stations and Station car parks shall be secure and functional and shall be regularly checked and maintained in order to maintain Station and Station car park security.

(c) CCTV at Stations shall be functional and in operation 30 minutes before the scheduled departure of the first Train and until 30 minutes after the actual arrival of the last Train.

(d) The CCTV Control Centres at Paisley Gilmour Street and Dunfermline shall be operated during the hours, and to the standards, that would be required by a skilled and experienced Train Operator of the ScotRail franchise.

1.2 (a) A Station will be failed if any CCTV camera at that Station, or any picture recording system in respect of any CCTV camera at that Station, is not functioning to the required standard or is not operating.

A CCTV camera will not be considered to be functioning to the required standard if:

- (i) a camera which should tilt, pan or zoom fails to do so;
- (ii) a camera fails completely;
- (iii) the picture is substandard;
- (iv) a camera is pointing skyward, directly at the ground or could not provide any obvious security benefit;
- (v) a CCTV camera in the car park facility is not fully functioning or operational or is not sufficient to avoid blind spots; or
- (vi) a CCTV camera in the car park is pointing skyward, directly at the ground or could not provide any obvious security benefit.

A picture recording system will not be considered to be functioning to the required standard if:

- (i) the system fails completely; or
- (ii) the picture is substandard.

(b) A Station will be failed if there are any CCTV cameras at that Station, or on a Train stopping at that Station, and the Franchisee has not complied with the requirements of the Data Protection Code of Practice on the Use of CCTV cameras in respect of that Station.

(c) In addition, a Station will be failed if:

- (i) for systems linked to Paisley Gilmour Street CCTV Control Centre, whether a fault is observed at Paisley Gilmour Street or at the Station, the Franchisee is unable to show by means of records that can be produced at the time of the inspection that the fault has been reported to its maintenance contractor within one Working Day;
- (ii) for stand alone systems, the member of station staff on duty is unable to show, by means of records that can be produced at the time of the inspection, that a fault has been reported within one Working Day of its occurrence; or
- (iii) the Franchisee is not able to demonstrate, by means of records that can be produced at the time of inspection or can be forwarded at the request of the Authority, that reasonable endeavours have been used to procure that its maintenance contractor rectifies a fault where that fault has been reported but has not been rectified by the maintenance contractor within the specified (i.e. in the arrangements with the contractor) timescale.

Where for (c) the relevant fault is the same fault that has given rise to a fail at the Station under 1.3(a), a Station shall not fail twice.

(d) In addition, a Station will be failed if:

- (i) for systems linked to Dunfermline CCTV Control Centre, whether a fault is observed at Dunfermline or at the Station, the Franchisee is unable to show by means of records that can be produced at the time of the inspection that the fault has been reported to its maintenance contractor within one Working Day;
- (ii) for stand alone systems, the member of station staff on duty is unable to show, by means of records that can be produced at the time of the inspection, that the fault has been reported within one Working Day; or
- (iii) the Franchisee is not able to demonstrate, by means of records that can be produced at the time of inspection or can be forwarded at the request of the Authority, that reasonable endeavours have been used to procure that the maintenance contractor rectifies a fault where that fault has been reported but has not been rectified by its maintenance contractor within the specified (i.e. in the arrangements with the contractor) timescale.

Where for (d) the relevant fault is the same fault that has given rise to a fail at the Station under 1.3(a), a Station shall not fail twice.

1.3 Boundaries and fences for Stations and Station car parks shall be considered not to be secure and functional if:

- (a) the boundaries and fences are not secure and/or are broken;
- (b) the boundaries and fences are not clearly defined and do not prevent unrestricted entry and egress;
- (c) the boundaries and fences do not restrict access to non-public areas;
- (d) the boundaries and fences are not maintained so that vegetation and foliage

restrict surveillance levels of passenger accessible areas by CCTV; or

(e) there is damage to a gate or fencing that could injure a passenger or damage their clothing.

1.4 The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

(a) performing the Service at the Ceiling Level: 8,300

(b) performing the Service at the Floor Level: -16,600

(c) failure to comply with any Notice:-30 per day from relevant inspection

5. Times to be specified in Notices

3 Working Days.

SERVICE SCHEDULE 6 – Station Graffiti

1. SQUIRE Service Specification

- 1.1 (a) At a Station there should be no graffiti of a political, racial, religious, sexual or other potentially offensive nature.
- 1.1 (b) Other graffiti at a Station must be contained so that it is not readily apparent to a casual user of the Station.
- 1.2 A Station will be failed if:
 - (a) any graffiti which falls within the description in paragraph 1.1(a) above is visible;
 - (b) any single piece or item of other graffiti is of greater area than can be covered by an A5 sheet of paper; or
 - (c) there are more than 10 individual pieces or items of graffiti, within any area within the Station extending to 300 square metres, regardless of the size or area of these items individually or collectively.
- 1.3 Without limiting the normal meaning of the word graffiti, for the purposes of this service schedule 6 indentation, marking or scratching shall also constitute graffiti except where any mark, scratch or indentation is clearly no more than scuffing or reasonable wear and tear on the surface. The definition of graffiti shall also include the application of any stickers or labels.
- 1.4 Where graffiti is found on a wall visible from the Station which is adjacent to but outwith the Station, the Franchisee is responsible for managing the removal of such graffiti, working in partnership with Network Rail and the Local Authority in securing their co-operation in estate management and exercise of their respective rights and powers.
- 1.5 Fails will continue to be attributed until the graffiti is removed, save in respect of graffiti referred to in paragraph 1.4 when a fail shall continue to be attributed until the Franchisee has demonstrated that it has used reasonable endeavours to secure removal of such graffiti.

2. SQUIRE Benchmarks

Benchmark Level means 85% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 75% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations will be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 44,400
- (b) performing the Service at the Floor Level: -37,000
- (c) failure to comply with any Notice: -60 per day from relevant inspection

5. Times to be specified in Notices

5 Working Days.

SERVICE SCHEDULE 7 – Station Litter and Contamination

1. SQUIRE Service Specification

- 1.1 Stations should be kept free from litter, contamination and danger underfoot.
- 1.2 In so far as such exists at the Station, each individual concourse, platform, footbridge, subway, set down/pick up area, taxi rank and car park (each a “Station Zone”) shall pass or fail.
- 1.3 A Station Zone will be failed if:
 - (a) there are more than ten items of litter, each larger than the size of a credit card, found within any area within any Station Zone;
 - (b) there is evidence that litter has been swept from the platforms onto the track;
 - (c) any litterbin is not fit for purpose or is noticeably damaged;
 - (d) any litterbin is full to the point of overflowing;
 - (e) there is any immediately detectable contamination or spillage, which renders any part of any Station Zone unsanitary or would deter a passenger from using it (e.g. vomit, faeces or urine); or
 - (f) there are any patches of ice, snow or other liquids or materials (including fallen leaves but not other vegetation which is covered by service schedule 15 (Landscaping and Vegetation)) which is slippery underfoot except where these have been treated to remove the danger of slipping (including by mopping, brushing or the laying down of agents or solutions).
- 1.4 All Station Zone surfaces shall be:
 - (a) well-drained and free from areas of standing water such that standing water does not prevent use of a facility or access to trains nor is there any other instances of severe “ponding”. Standing water is not applicable to car parks and access roads;
 - (b) free from loose surfaces, weeds and other materials that constitute slip or tripping hazards. Where there are trip hazards (whether the responsibility of the Franchisee or of Network Rail to resolve) these should be appropriately highlighted to passengers, for example with the use of cones and tape; and
 - (c) shall be treated with frost and ice preventative materials during periods of sub-zero temperatures.
- 1.5 All platform surfaces shall be cleared of snow and ice such that there is an area 3 coach lengths long by 2 meters wide, allowing passengers to access the train. All paths, ramps, stairs and footbridges must be cleared by 8am ready for safe passenger use.
- 1.6 A Station Zone will be failed if any of the requirements specified in paragraphs 1.3, 1.4 or 1.5 are not met. It is noted that during sustained periods of bad weather then Force Majeure may be invoked.

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 85% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations will be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 9,200
- (b) performing the Service at the Floor Level: -18,400
- (c) failure to comply with any Notice -30 per day from relevant inspection

5. Times to be specified in Notices

5 Working Days.

SERVICE SCHEDULE 8 – Station Timetables and Information

1. SQUIRE Service Specification

1.1 All timetables and promotional material valid at the time (as required by the Franchise Agreement or specified by the Authority in terms of the Franchise Agreement) should be available on request by passengers and should be made available to a SQI on request. Any information dispenser should be kept stocked with relevant material. Every Station shall also display accurate information about how lost luggage is dealt with including the ATOC code.

1.2 In any event information displays and/or signage which provide the following information shall be in place at each Station:

- (a) the job title, address and telephone number of the customer services manager (or his equivalent) under whose control the Station rests, and details of how to register a complaint and who to contact in an emergency;
- (b) the location of the nearest public telephone (which includes within this definition a “freephone”) if provided (unless there is a telephone located within the Station);
- (c) the telephone number of the National Rail Enquiries and a statement that it is open 24 hours a day;
- (d) the telephone number of an alternative location from which current train running information can be obtained if a public address or “freephone” facility is not provided at the Station;
- (e) wherever appropriate, the location and telephone number of the nearest taxi rank or operator, other public transport services, and, for Stations which are not staffed at all times of the day at which passenger trains are scheduled to call, the nearest person authorised to sell tickets for use on the Passenger Services;
- (f) a list of tickets, which may be purchased on Trains calling at that Station, at times at which such Station is not staffed (if at all);
- (g) arrangements for the issue of season tickets, railcards and other facilities relating to and offered on the Trains calling at such Station and which cannot be purchased at the Station;
- (h) for Stations which have two or more platforms, customer information displays or directional signs indicating the destinations served by Trains calling at each platform;
- (i) in a place visible to mobility-impaired customers, the nearest station with access for mobility-impaired customers if no such access is provided at the Station and contact details, including a telephone number, of a person whom people with disabilities could contact in order to obtain travel advice and arrange assistance;

- (j) details of changes to Train times as a result of engineering works or other disruption which shall be displayed no less than 5 days in advance of such engineering works or other disruption;
- (k) the phone numbers and, where applicable e-mail or website addresses of National Rail and the Passenger's Council;
- (l) accurate information about how lost luggage is dealt with including the ATOC code, or there is reasonable evidence that the staff at the Station are not dealing with lost luggage in the manner required by the ATOC code;
- (m) the scheduled times of all passenger trains departing, the times of arrival at other stations, the other stations at which the Trains call, and details of principal connections at such other stations to other passenger Trains, shall be displayed in the Station in poster form at locations which will be easily accessible by passengers; and
- (n) a network map and a local area map which will be displayed in the entrance lobby of the Station, if the Station has one, in the publicly accessible area of the ticket office and on each platform.

1.3 A failure will occur if any of the items mentioned in paragraph 1.1 is unavailable or if any of the items listed in paragraph 1.2 is not in place, provided that the relevant timetables and promotional material have, where required in terms of the Franchise Agreement, been provided by the Authority to the Franchisee at least 2 working days before the inspection. Station timetables and information will be inspected per Station and it is a Station that fails or passes.

1.4 Appropriate signage must be provided at the Station to direct passengers towards (where appropriate):

- (a) the relevant town; and
- (b) any local attractions or amenities.

A Station will be failed if either of the above is not met.

1.5 The Franchisee shall ensure that the symbol known as the double arrow symbol (and registered with trade mark numbers 1275675, 1276989, 1276991, 1276992, 1276993, 1276994 and 1276995) is displayed at or near the entrance or entrances to the Station to clearly indicate access to the Station. This signage must be in line with all regulatory requirements and any government guidelines for its use. If the use of the double arrow symbol requires the Franchisee to enter into a licence in respect of such symbol, then the Franchisee shall enter into such a licence and shall comply with its terms.

A Station will be failed if the above is not met.

1.6 The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 99% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists will be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 8,500
- (b) performing the Service at the Floor Level: -18,800
- (c) Service of a notice: -50

SERVICE SCHEDULE 9 – Station Clocks

1. SQUIRE Service Specification

- 1.1** Clocks should be operational and display the correct time (with a permissible margin of three minutes fast or one minute slow).
- 1.2** Station clocks will be inspected per clock and it is a clock that fails or passes. A clock will be failed if:
 - (a) it is not working;
 - (b) it is displaying an incorrect time, which shows the clock is more than 1 minute slow;
 - (c) it is displaying an incorrect time, which shows the clock is more than 3 minutes fast; or
 - (d) it is obscured or unreadable in any way (e.g. not illuminated at night) or has suffered damage.
- 1.3** The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 94% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists will be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 1,200
- (b) performing the Service at the Floor Level: -2,400
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

3 Working Days.

SERVICE SCHEDULE 10 – Station Posters and Signage

1. SQUIRE Service Specification

1.1 (a) Signs and poster frames at Stations should be in good condition and at the correct location on the Station. Information within posters should be clearly visible through the polycarbonate or other frontage over the whole area of the poster frame.

(b) The posters specified by the Authority which the Franchisee is required to display and the posters which are required to be displayed by the Franchise Agreement, including timetable posters, should be on display at specified locations, displayed in an appropriate manner and legible to the public except where the Franchisee can show appropriate evidence that such posters are unavailable or inappropriate.

1.2 Signs, Posters and poster frames will be inspected by platform and it is a platform that fails or passes. A platform will be failed if:

- (a) any sign or poster is missing or displayed in an incorrect place;
- (b) any sign or poster is not displayed straight (no more than 5° off true), with none of the backing plate visible, the right way up and the right way round;
- (c) any poster information is not legible (e.g. due to dirt, moisture, non-transparent frontage or because any poster has slumped in its frame);
- (d) the information on any sign or poster is obscured by vegetation;
- (e) the information on any poster is out of date;
- (f) any sign or poster has become noticeably damaged or faded; or
- (g) any poster frame is missing or damaged in any way, which prevents the proper display of a poster.

provided that, where required by the Franchise Agreement, any relevant posters have been provided by the Authority to the Franchisee at least 2 Working Days before inspection.

1.3 The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 85% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 75% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists will be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 8,300
- (b) performing the Service at the Floor Level: -11,100
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

Signs: 5 Working Days

Posters: 2 Working Days.

Frames: 5 Working Days.

SERVICE SCHEDULE 11 – Station Public Announcement and Customer Information Systems

1. SQUIRE Service Specification

1.1 (a) Public announcement and customer information systems (together "CIS") should be fitted at all Stations so that passengers may be informed about Train delays or cancellations as well as to provide details of alternative journey arrangements and for use in any emergency.

(b) CIS fitted at Stations should be fully functional and in operation 30 minutes before the scheduled departure of the first Train until 30 minutes after the actual arrival of the last Train.

(c) Any back-up public address system for use in emergencies should be functional.

1.2 A CIS will be failed if:

- (a) it is a screen based system, and is not displaying appropriate and timely customer information, the information is illegible, the screen is not working correctly, or the correct time is not displayed; or
- (b) it is an aural system, and is not able to produce, on request, audible (and, where pre-recorded, understandable) announcements, or the information supplied is incorrect.

Any back-up public address system will be failed if it is not capable of making audible (and where pre-recorded, understandable) announcements.

1.3 The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 8,300
- (b) performing the Service at the Floor Level: -16,600
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

2 Working Days.

SERVICE SCHEDULE 12 – Station Toilets

1. SQUIRE Service Specification

1.1 Each toilet (which includes the room itself as well as the toilet facility) at a Station should be:

- (a) fully functional (to include all lights, locks and seats), open, sanitary and available for use;
- (b) stocked with required consumables (e.g. toilet paper and soap) where any facility exists that may require restocking;
- (c) provided with a functioning water supply for washing purposes and a means of drying. All such facilities should be operational; and
- (d) fitted with a record card which will maintain a record of the last time the toilet facility was checked and serviced by Station staff. This should show a checking and cleaning programme of at least twice per day, with the previous day's record used for measurement.

1.2 Toilets will be inspected per toilet and it is a toilet that fails or passes. A toilet will be failed if:

- (a) any one of the points specified in paragraph 1.1 is not met;
- (b) any disabled fittings meant to be fitted to comply with relevant disability guidance are absent or are not fully functional and available for use; or
- (c) any baby changing facilities meant to be fitted are absent or are not fully functional and available for use.

1.3 The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 97% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 4,600
- (b) performing the Service at the Floor Level: -9,200
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

Functional: 2 Working Days.

Stocked: 1 Working Day.

SERVICE SCHEDULE 13 – Station Car Parks and Cycle Facilities

1. SQUIRE Service Specification

- 1.1 All car parks and cycle facilities at Stations shall be clearly marked as such. There shall be sufficient information displays or signage to inform passengers as to the conditions of use, opening hours and charges.
- 1.2 A car park shall fail if:
 - (a) there is no information display or signage informing passengers of the existence of the facility visible from an appropriate point outside the Station (including a sign indicating the entrance to the car park);
 - (b) all parking or waiting bays are not clearly marked as such, or are not available for use;
 - (c) the boundaries of the facility are not marked as such or otherwise controlled;
 - (d) there is no information or signage as to the conditions of use of the facility clearly indicating, where appropriate, the details of the operator of the facility;
 - (e) the location of any parking meters is not displayed or signed, any parking meter is missing or is not functional and operating, or the consequences of non-payment are not displayed;
 - (f) there is any vehicle in a car park without a ticket or pass displayed where the conditions of use require one or, if the expiry time or date on any ticket or pass displayed is more than one hour past at the time of inspection, the Franchisee or operator of the car parking facility has not taken the appropriate action in terms of the relevant conditions of use of the facility; or
there is an abandoned vehicle in a car park without it containing a notification of intent to move;
- 1.3 Cycle facilities such as stands or lockers, where provided, will fail if such are damaged, missing or unfit for the purpose of storing bicycles. This includes the presence of damaged bicycles or bike locks taking up space that could otherwise be used by passengers wishing to use the facility.
- 1.4 The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists. In addition, any changes to disability regulation shall be considered.

2. SQUIRE Benchmarks

Benchmark Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 80% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 9,200
- (b) performing the Service at the Floor Level: -18,400
- (c) failure to comply with any Notice: -45 per day from relevant inspection

5. Times to be specified in Notices

Signage/boundary marking or defining: 5 Working Days.

Meters: 2 Working Days.

SERVICE SCHEDULE 14 – Station Lifts, Escalators, Access Ramps and Stairs

1. SQUIRE Service Specification

- 1.1** Any lifts or escalators at Stations shall be functional and in operation 30 minutes before the scheduled departure of the first Train and until 30 minutes after the actual arrival of the last Train. Any access ramps must be fully functioning and any handrails or any other fixtures designed to provide stability to passengers on stairs must be safe to use.
- 1.2**
 - (a) A lift shall fail if it is not functional and in operation at the times referred to in paragraph 1.1.
 - (b) An escalator shall fail if it is not functional and in operation at the times referred to in paragraph 1.1.
- 1.3** A Station will fail if:
 - (a) Any access ramp where provided does not function as intended.
 - (b) Any handrails or any other fixtures designed to provide passengers with stability on stairs or on ramps or bridges are damaged or contaminated in such a way that could injure a person or could cause damage to their clothing or articles.
- 1.4** The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 80% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 5,500
- (b) performing the Service at the Floor Level: -11,000
- (c) failure to comply with any Notice: -60 per day from relevant inspection

5. Times to be specified in Notices

5 Working Days.

SERVICE SCHEDULE 15 – Station Landscaping and Vegetation

1. SQUIRE Service Specification

- 1.1** (a) All landscaping and vegetation at Stations should be neat and tidy and not overgrown and should be confined to areas intended to be laid out to landscaping and vegetation.
(b) All plants should be trimmed and/or pruned as appropriate to ensure a neat and tidy condition.
- 1.2** A Station will fail if:
 - (a) any board, sign notice, help/information point, or any surface upon which information is intended to be displayed, is obscured to any material extent by vegetation;
 - (b) any area of the Station is blocked by, or suffers encroachment to any material extent from, vegetation; or
 - (c) any growth or overgrowth of vegetation poses a risk of injury to persons or damage (including by staining) to their clothing or articles.

2. SQUIRE Benchmarks

Benchmark Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 80% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performance the Service at the Ceiling Level: 1,100
- (b) performance the Service at the Floor Level: -2,300
- (c) failure to comply with any Notice: -45 per day from relevant inspection

5. Times to be specified in Notices

2 Working Days.

SERVICE SCHEDULE 16 – Station Help/Information Points, Telephones and Ticket Machines

1. SQUIRE Service Specification

- 1.1** Help Points, public telephones, information points, smartcard readers and self-service ticket machines at Stations should be functioning and operational and clearly signed, with clear instructions for their use on or adjacent to the machine. Any equipment (such as the RNIB React Wayfinder) installed at Stations designed to provide assistance and information to visually impaired passengers must be fully functional.
- 1.2** A Station will fail if:
 - (a) the Station should be equipped with WiFi and is not so equipped;
 - (b) the WiFi does not operate at a minimum speed of 20Mbps when connected to a 3G network;
 - (c) WiFi facilities are not able to be accessed by a mobile device within 30 seconds of attempting to log on;
 - (d) any help point, telephone, information point, smartcard reader or self-service ticket machine is missing, not fully functional or not operational;
 - (e) any equipment designed to provide visually impaired passengers with information does not function as intended, or the information provided is inaccurate;
 - (f) that Station does not have a public telephone or that telephone is missing or not operational;
 - (g) the whereabouts of each Help/Information Point, telephone, information point, smartcard reader and self-service ticket machines are not clearly signed;
 - (h) there are no clear instructions for the use of a Help/Information Point, information point, or self-service ticket machine at, on or adjacent to the relevant machine including details of who to contact if the passenger is having difficulty using the help/information point or self-service ticket machine;
 - (i) any call made from a Help/Information Point is not answered within 30 seconds of the call being made from that Help/Information Point;
 - (j) if a Help/Information Point, telephone, information point, smartcard reader or self-service ticket machine is missing, not functional or not operational, the person who is to be contacted in these circumstances is either unavailable or cannot demonstrate an ability to advise the customer on the best course of action for the passenger to take in these circumstances.
- 1.3** The above is to be read in conjunction with the Franchise Facilities Book which identifies at which Stations the Service exists.

2. SQUIRE Benchmarks

Benchmark Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 80% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Stations at which the Service exists shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 11,100
- (b) performing the Service at the Floor Level: -22,200
- (c) failure to comply with any Notice: -75 per day from relevant inspection

5. Times to be specified in Notices

3 Working Days.

SERVICE SCHEDULE 17 – Station Staff

1. SQUIRE Service Specification

1.1 All Station staff shall receive sufficient training (including, where necessary, refresher training) to allow them competently to perform the functions their roles require of them and shall act at all times in a courteous and professional manner in their dealings with the public.

1.2 A Station will fail if:

- (a) any staff member who should be wearing a uniform is not, or that uniform is incomplete or is excessively worn;
- (b) any staff member is not wearing, in a prominent position, a badge bearing his name and position/role;
- (c) a SQI or passenger is not dealt with in a courteous and professional manner;
- (d) any staff member whose role it is to sell tickets cannot, upon enquiry, provide details of the prices of one randomly selected Fare, the times and calling patterns of one randomly selected Service calling at that Station, or reasonable details as to other Services or facilities at that Station (e.g. car parking) or cannot demonstrate an ability to sell one randomly selected Fare to a stated destination at the correct price; or
- (e) at a Station where there is agreed to be a member of customer service staff there to assist interchange passengers there is no such person obviously available to assist or assisting members of the public.

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

Staffed Stations shall be inspected a maximum of 2 times each Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 11,100
- (b) performing the Service at the Floor Level: -22,200
- (c) service of a notice: -100

SERVICE SCHEDULE 18 – Train Weather and Wind Proofing

1. SQUIRE Service Specification

1.1 Trains shall provide protection from the weather and draughts in all areas, including connecting passages between carriages.

1.2 A Vehicle shall be failed if:

- (a) Any part is leaking or is otherwise not weather or draught proof; or
- (b) Any window does not provide protection from the weather and draughts when closed.

Any doors which fail to provide adequate weather or wind proofing shall be covered by Service Schedule 29 – Train Doors

2. SQUIRE Benchmarks

Benchmark Level means 99% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 6,400
- (b) performing the Service at the Floor Level: -16,600
- (c) failure to comply with any Notice: -45 per day from relevant inspection

5. Times to be specified in Notices

1 Working Day.

SERVICE SCHEDULE 19 – Train Seats, Tables, Racks and other Passenger Facilities

1. SQUIRE Service Specification

- 1.1** Seats and tables on Trains should be undamaged, clean and generally fit for purpose. This includes both the seat assembly, any seat tilt and slide mechanism and covers or antimacassars, as well as any fold-down tables or slide-out table assemblies.
- 1.2** A Vehicle will be failed if any seat in the Vehicle:
 - (a)** is missing or a seat cushion is missing or is improperly secured to the seat frame;
 - (b)** has a cover/antimacassar which is ripped or pierced in any way (being a tear or cut of more than 5cm in length or a hole greater than 2cm² in area), or the cover is missing or not properly secured to the seat;
 - (c)** is damaged or has been contaminated in such a way that it could damage or injure passengers or their clothing or articles (including by staining);
 - (d)** has no signs indicating how operation of the seat works (if there is any seat operation provided);
 - (e)** has an assembly which is insecure or unstable or is noticeably damaged; or
 - (f)** any seat tilt and slide mechanism does not operate correctly and does not retain all seats in an upright position.

Occupied seats, which are not obviously damaged, will not be failed.

- 1.3** A Vehicle will be failed if any power socket provided does not function as intended.
- 1.4** A Vehicle will be failed if there is insufficient space or facilities for wheelchairs.
- 1.5** A Vehicle will be failed if it does not have signs indicating the location and functionality of passenger emergency alarms or "call for aid" equipment.
- 1.6** A Vehicle will be failed if any luggage racks/stacks are not securely fitted, are unstable or the facility is are noticeably damaged.
- 1.7** A Vehicle will be failed if any tables (including fold-down or slide-out tables) are not securely fitted, are unstable or are noticeably damaged.

2. SQUIRE Benchmarks

Benchmark Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 80% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 13,950
- (b) performing the Service at the Floor Level: -24,000
- (c) failure to comply with any Notice: -45 per day from relevant inspection

5. Times to be specified in Notices

1 Working Day.

SERVICE SCHEDULE 20 – Train Lighting

1. SQUIRE Service Specification

- 1.1** (a) All Trains should be fitted with lights to illuminate the passenger compartments.
(b) Train lights shall be turned on unless the daylight level is such that passengers can comfortably read without the benefit of such lights.
- 1.2** A Vehicle will be failed if:
 - (a) any light bulb or lighting tube does not illuminate when the power is switched on;
 - (b) any light cover is cracked or broken, is loose or is otherwise unfit for purpose or is missing;
 - (c) there are exposed electrical connections or wiring; or
 - (d) a light is not turned on (unless the daylight level is that described in paragraph 1.1 (b)).

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 80% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 6,750
- (b) performing the Service at the Floor Level: -40,000
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

1 Working Day.

SERVICE SCHEDULE 21 – Train Toilets

1. SQUIRE Service Specification

1.1 Each toilet on a Train, where fitted, should be:

- (a) fully functional (to include all locks and seats) open, sanitary and available for use;
- (b) stocked with required consumables (e.g. toilet paper, hand towels and soap);
- (c) provided with a functioning water supply for washing purposes and means of drying; and
- (d) where there is a toilet status indicator on the door of the toilet and/or an electronic indicator in the passenger carriage, then such indicator shall be fully functional; and
- (e) toilet lights to be fully functional;
- (f) fitted with a record card which will maintain a record of the last time the toilet facility was checked and serviced. This should show a checking and cleaning programme of at least twice per day, with the previous day's record used for measurement.

1.2 A Vehicle will be failed if any of the above is not met. In the case of paragraph 1.1(e) above, a failure for individual light failures should be recorded against Service Schedule 20 (Train Lights), and if no lights are working then a failure should be recorded against paragraph 1.1(e).

2. SQUIRE Benchmarks

Benchmark Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 85% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 4,200
- (b) performing the Service at the Floor Level: -16,600
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

1 Working Day.

SERVICE SCHEDULE 22 – Train Graffiti

1. SQUIRE Service Specification

- 1.1 (a) There should be no graffiti (to include etching on glass or on another surface) of a racial, religious, sexual or other potentially offensive nature on Trains (inside or out).
(b) Other graffiti must not be readily apparent to a casual user of the Train.
- 1.2 A Vehicle will be failed if:
 - (a) any graffiti which falls within the description in paragraph 1.1(a) above is visible; or
 - (b) other graffiti covers an area extending in total to 1 square metre or an A5 sheet of paper cannot cover any individual graffiti.

2. SQUIRE Benchmarks

Benchmark Level means 99% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 13,950
- (b) performing the Service at the Floor Level: -48,000
- (c) failure to comply with any Notice: -45 per day from relevant inspection

5. Times to be specified in Notices

2 Working Days.

SERVICE SCHEDULE 23 – Train Cleanliness

1. SQUIRE Service Specification

1.1 Trains should be kept clean and free from litter.

1.2 A Vehicle will be failed if:

- (a) there are more than 10 items of litter, each larger than the size of a credit card, found within the Vehicle (other than in a litter bin);
- (b) any litterbin is full or is not fit for purpose;
- (c) there is excessive dirt on the outside of a Vehicle coming into service;
- (d) the windows are so dirty that a normally sighted person cannot read a Station sign through a window;
- (e) there is any contamination or spillage which makes the Vehicle unpleasant or dangerous;
- (f) any surface in the interior of the Vehicle (excepting the floor) is so dirty that it could contaminate a passenger's clothing; or
- (g) "no smoking" signs have not been provided or are not clearly visible.

2. SQUIRE Benchmarks

Benchmark Level means 96% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 92% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred or:

- (a) performing the Service at the Ceiling Level: 17,600
- (b) performing the Service at the Floor Level: -35,2000

SERVICE SCHEDULE 24 – Train Destination Boards and Passenger Information Displays

1. SQUIRE Service Specification

- 1.1** (a) Train destination boards (including both interior and exterior destination boards), labels or interior information displays should be legible and comprehensible and display the correct information in the correct sequence and be operating.
(b) Any backup system for use in an emergency should be capable of being brought into immediate full and accurate operation.
- 1.2** Interior information displays shall include information for passengers, including:
 - (a) the contact details of the Franchisee's customer relations department;
 - (b) how to contact Train staff in the event of an emergency; and
 - (d) (if appropriate) the contact details of the relevant Rail Passengers' Committee.
- 1.3** A Vehicle will be failed if:
 - (a) the information specified in section 1.2 is not provided;
 - (b) all destination boards, labels or interior information displays do not match; or
 - (c) any destination board, label or information display is incorrect, not legible or, where relevant, is not operational.

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 85% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 4,200
- (b) performing the Service at the Floor Level: -12,900
- (c) failure to comply with any Notice: -75 per day from relevant inspection

5. Times to be specified in Notices

1 Working Day.

SERVICE SCHEDULE 25 – Train Heating/Ventilation

1. SQUIRE Service Specification

1.1 The heating and ventilation systems fitted by the manufacturer in the Vehicle should be fully functional and used to provide passengers with a comfortable travelling environment.

1.2 A Vehicle will be failed if:

- (a) its heating and ventilation system does not operate when switched on, or when the ambient temperature falls below 10 degrees centigrade;
- (b) the heating system is in operation when the ambient temperature is above 25 degrees centigrade;
- (c) the average temperature in the passenger compartments of a Vehicle fitted with a heating and ventilation system, is less than 10 degrees centigrade or more than 25 degrees centigrade;
- (d) any window which is intended by the manufacturer to be capable of being opened and closed by passengers is not capable of being opened and closed and of remaining so;
- (e) where the ambient temperature warrants use of heaters a convector panel is not warm.

A Vehicle which is not fitted with an air conditioning unit will not be failed for the reason described in (b) above if the temperature is more than 25 degrees centigrade, provided the heating system is switched off and all windows intended by the manufacturer to be capable of being opened by passengers are capable of being so opened.

2. SQUIRE Benchmarks

Benchmark Level means 99% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 560
- (b) performing the Service at the Floor Level: -4,800
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

2 Working Days.

SERVICE SCHEDULE 26 – Train Posters/On Train Information

1. SQUIRE Service Specification

- 1.1** (a) Poster frames should be in good condition and at the correct location on the Train. Information should be clearly visible through the polycarbonate or other material over the full area of the frontage.
(b) The correct posters and other fixed information (together “*poster*”) should be on display at specified locations, displayed in an appropriate manner and legible to the public.
- 1.2** A carriage will fail if a poster is:
 - (a) missing or displayed in an incorrect place;
 - (b) not displayed straight (no more than 5° off true), the right way up and the right way round;
 - (c) not legible from the adjoining central aisle;
 - (d) not up to date;
 - (e) noticeably damaged or faded; or
 - (f) in a frame that is damaged in any way, which prevents the proper display of the poster.

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 3,600
- (b) performing the Service at the Floor Level: -7,200
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

1 Working Day.

SERVICE SCHEDULE 27 – On-Train Public Address

1. SQUIRE Service Specification

1.1 Public address systems fitted on Vehicles should function properly and be audible, intelligible and free from distortion and mispronunciation but shall not be at such a level as to be uncomfortable to passengers. Any back-up system for use in emergencies should also be so functional.

1.2 A Vehicle will be failed if:

- (a) an announcement made when the Vehicle is in motion is not audible or capable of being understood;
- (b) service disruption or replacement bus services relevant to this service (or at any of the stations that the train calls at) are not mentioned as part of on-board announcements;
- (c) an announcement of the train destination is not made immediately prior to departure from any terminal station, namely Aberdeen, Ayr, Dumbarton Central, Dumfries, Dundee, Dunfermline, Edinburgh Gateway (when services commence), Falkirk Grahamston, Falkirk High, Fort William, Glasgow Central Low Level, Glasgow Queen Street Low Level, Haymarket, Inverness, Kirkcaldy, Linlithgow, Motherwell, Paisley Gilmour Street, Partick, Perth, Port Glasgow, Stirling and Waverley; or
- (d) an announcement of the next station and appropriate interchange is not made on approach to Aberdeen, Airdrie, Ayr, Barrhead, Bellgrove, Bellshill, Cambuslang, Croy, Dalmuir, Dumbarton Central, Dumfries, Dundee, Dunfermline, Edinburgh Gateway (when services commence), Falkirk Grahamston, Falkirk High, Glasgow Central Low Level, Glasgow Queen Street Low Level, Hamilton Central, Haymarket, Inverness, Kilmarnock, Kilwinning, Kirkcaldy, Langside, Linlithgow, Motherwell, Mount Florida, Newton, Paisley Gilmour Street, Partick, Perth, Pollokshaws West, Port Glasgow, Springburn, Stirling, Troon, Waverley, Westerton and Whifflet.

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 11,100
- (b) performing the Service at the Floor Level: -26,600
- (c) failure to comply with any Notice given in respect of the matters referred to in paragraphs 1.2(a) or 1.2(b) only: -30 per day from relevant inspection

5. Times to be specified in Notices

1 Working Day.

SERVICE SCHEDULE 28 – Train Doors

1. SQUIRE Service Specification

1.1 (a) All train doors on Vehicles should function properly and be capable of being opened at each Station. Automatic doors on the relevant side of the Vehicle should open at each halt.

(b) All gangway doors between Vehicles should function properly and be capable of being opened and shut at all times.

1.2 A Vehicle will be failed if:

- (a) a manual door is not capable of being opened;
- (b) an automatic door does not open during a halt at a Station;
- (c) a door does not open when the illuminated door release button is depressed during a halt at a Station, or the door release button does not actually illuminate during a halt at a Station;
- (d) a door does not provide a seal against weather and draughts;
- (e) the exterior passenger door "open" or "close" exterior lights are not functioning and do not illuminate during a halt at a Station;
- (f) the passenger door opening and closing audio alarm is not functioning and is not audible when the door opens and closes during a halt at a Station;
- (g) the spotlighting of a doorstep plate is not functioning;
- (h) a gangway door does not open and shut properly; or
- (i) any passenger activated interior partition or gangway door requires manual assistance to open or close.

2. SQUIRE Benchmarks

Benchmark Level means 99% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 3,600
- (b) performing the Service at the Floor Level: -7,200
- (c) failure to comply with any Notice: -30 per day from relevant inspection

5. Times to be specified in Notices

1 Working Day.

SERVICE SCHEDULE 29 – On-Train CCTV

1. SQUIRE Service Specification

1.1 (a) CCTV and other cameras (each a “*camera*”) located on Trains should be operational to the standard set. All cameras should be regularly checked for operation. All picture recording systems linked to cameras should be functional.

(b) CCTV cameras and recording equipment shall be functioning and operational at all times during a Train’s journey.

1.2 A Vehicle will be failed if any camera on that Vehicle or any picture recording system in respect of any camera on that Vehicle is not functioning or is not operational to the required standard or is not operating.

1.3 A camera will be considered not to be functioning to the required standard if:

- (a) a camera fails completely; or
- (b) the picture is substandard.

A picture recording system will be considered not to be functioning to the standard set if:

- (a) the system fails completely;
- (b) the picture is substandard; or
- (c) all appropriate passenger saloon advisory notices are not in place conform to the requirements of service schedule 26 (Train Posters/On Train Information).

2. SQUIRE Benchmarks

Benchmark Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 80% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 3,600
- (b) performing the Service at the Floor Level: -7,200
- (c) service of a Notice: -50

SERVICE SCHEDULE 30 – Train Seat Reservation System

1. SQUIRE Service Specification

- 1.1** (a) Any Vehicle which should be equipped with a seat reservation system (“SRS”) shall be so equipped, and shall where required provide a SRS for both first class accommodation and Standard Class Accommodation.
(b) Where any Vehicle is equipped with an SRS this shall, in the case of an electronic or automatic system, be operational and functioning and, in the case of a manual or paper based system, be properly operated.
- 1.2** A Vehicle will be failed if:
 - (a) the Vehicle should be equipped with an SRS and that SRS is not present;
 - (b) where a Vehicle is fitted with an electronic or automatic SRS that SRS is not operational or functioning;
 - (c) where a manual or paper based system is due to be in use on a Vehicle but is not being properly operated; or
 - (d) the SRS does not allow for segregation, including first class accommodation and Standard Class Accommodation, , or alternative facilities such as wheelchair accommodation or the facility to carry bikes, animals, etc.

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 1,400
- (b) performing the Service at the Floor Level: -3,600
- (c) service of a Notice: -50

SERVICE SCHEDULE 31 – On-Train Refreshment and Food Facilities

1. SQUIRE Service Specification

1.1 (a) Any Train which should be equipped with refreshment and/or food facilities (together “*food facilities*”) shall be equipped with such facilities.

(b) Where a Train is equipped with food facilities these shall be fully functioning and staffed and stocked so as to be operational.

1.2 A Train will be failed if:

- (a) the Train should be equipped with food facilities and is not so equipped;
- (b) any food facility is not fully functioning, staffed and stocked so as to be operational; or
- (c) any food facility is not sufficiently stocked so that it is unlikely to be capable of providing at least a basic choice of foodstuffs (including a choice suitable for vegetarians) and beverages (including hot drinks and non-alcoholic cold drinks) for the duration of the journey or at least until that facility is due to close.

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period in each Service Group shall be 110% of the number of Trains in the Service Group which should be equipped with food facilities.

4. Performance Points

Number of Performance Points incurred for;

- (a) performing the Service at the Ceiling Level: 1,600
- (b) performing the Service at the Floor Level: -4,800
- (c) service of a Notice: -75

SERVICE SCHEDULE 32 – On-Train Passenger Entertainment Systems and WiFi

1. SQUIRE Service Specification

- 1.1** (a) Any Vehicle which should be equipped with a passenger entertainment system (“PES”) shall be so equipped.
 - (b) Each PES shall be fully functional and operational.
 - (c) Any vehicle which should be equipped with WiFi shall be so equipped.
 - (d) The WiFi system shall be fully functional and operational.
- 1.2** A Vehicle will be failed if:
 - (a) the Vehicle should be equipped with a PES and is not so equipped;
 - (b) the PES is not fully functional, operational and available for use by passengers;
 - (c) where the PES shall consist of or include such components,
 - (i) any two individual headsets or personal screens;
 - (ii) any one screen used or watched jointly by passengers; or
 - (iii) any two audio output sockets or channel selectors, pads or consoles is/are not fully functional, operational and available for use by passengers.
 - (e) the Vehicle should be equipped with WiFi and is not so equipped; or
 - (f) the WiFi does not operate at a minimum speed of 20Mbps when connected to a 3G network or is otherwise not fully functional, operational and available for use by passengers.

2. SQUIRE Benchmarks

Benchmark Level means 97% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 5,400
- (b) performing the Service at the Floor Level: -16,600
- (c) service of a Notice: -30

SERVICE SCHEDULE 33 – Train Staff and Customer Care

1. SQUIRE Service Specification

1.1 (a) All Train staff shall receive sufficient training (including refresher training) to allow them competently to perform the functions their roles require of them and shall act at all times in a courteous and professional manner in their dealings with the public.

(b) On each Train there shall be a person whose duties shall include customer care duties as follows:-

(i) general provision of customer care duties including provision of information to passengers and "helping hand" assistance to adults with small children, infirm, elderly or disabled passengers who may require such assistance; and

(ii) taking appropriate measures to deal with unruly behaviour by any passengers so far as is reasonably practicable in the absence of police assistance and calling for police assistance when required.

1.2 A Train will be failed if:

(a) any staff member who should be wearing a uniform is not, or that uniform is incomplete or is excessively worn;

(b) any staff member is not wearing, in a prominent position, a badge bearing his name and position/role;

(c) any staff member whose role it is to sell tickets cannot, upon enquiry, provide details of the prices of one randomly selected Fare, the times and calling patterns of one randomly selected Train on that route, details as to other services or facilities on that Train, cannot demonstrate an ability to sell one randomly selected Fare to a stated destination at the correct price or cannot refer a passenger to National Rail Enquiries in respect of any network enquiry that is not related to that route;

(d) staff members whose role may include making announcements (including through use of public address systems) are unable to demonstrate a knowledge of the protocol for such announcements and the information to be contained within them or where any Train under inspection is running more than 5 minutes late and a staff member whose role it is to make such public announcements does not do so;

(e) there is no such person (as described in paragraph 1.1(b) above) for any part of its journey; or

(f) there is reasonable evidence that such person is not performing his customer care duties.

2. SQUIRE Benchmarks

Benchmark Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 90% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be 150.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 3,500
- (b) performing the Service at the Floor Level: -10,800
- (c) service of a Notice: -100

SERVICE SCHEDULE 34 – Information Provision Away From Stations

1. SQUIRE Service Specification

This Service Schedule shall be inspected at the end of the first Franchisee Year of the ScotRail Franchise, and thereafter at the SQUIRE review points in Franchisee Years 3, 5 and 8 as stipulated in Schedule 7.3 (*SQUIRE*). At these review points, this schedule may be amended and updated to ensure continuous improvement.

- 1.1**
 - (a) The Franchisee shall be and remain a signatory to the National Rail Enquiries agreement and shall comply at all times with its obligations thereunder including for the ongoing supply of all necessary information to National Rail Enquiries.
 - (b) The Franchisee shall own, maintain and make available for use by the public, at all times (so far as within the power of the Franchisee), an appropriately named website providing full details of all Train times, Fares, real-time running information and information on Stations and Station facilities.
 - (c) The Franchisee shall plan all train timetable alterations and shall provide all necessary information to Network Rail to input into the Train Service Database at least the required minimum period in advance of any alteration.
 - (d) The Franchisee shall produce a passenger information plan together with instructions as to the use of public announcement equipment to be issued to staff using public announcement equipment. The passenger information plan shall be reviewed and updated after each Major Event (as referred to in paragraph 8 of Schedule 7.3 (*SQUIRE*) of the Franchise Agreement). The passenger information plan shall be reviewed at least once in every thirteen consecutive Reporting Periods and made available to the Authority.
 - (e) The SQM shall, upon request, provide evidence that those members of the Franchisee's staff who make announcements on Trains or at Stations have received appropriate training.
- 1.2** The Franchisee shall fail where, upon inspection, any of the above requirements is not fulfilled.

2. SQUIRE Benchmarks

Benchmark Level means 99% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The Services specified in this Schedule shall be inspected a maximum of 4 times in any Franchisee Year.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 500
- (b) performing the Service at the Floor Level: -3,600
- (c) failure to comply with any Notice: -60 per day from relevant inspection

5. Times to be specified in Notices

3 Working Days

SCHEDULE 35 – Emerging Technologies

1. SQUIRE Service Specification

- 1.1 The Franchisee shall endeavour to provide passengers with real-time information through emerging media outlets such as mobile device applications and social media websites, and to utilise new and emerging technologies such as near-field ticketing.
- 1.2 Throughout the length of the Franchise, the Franchisee shall make best use of any emerging technologies in order to provide passengers with information and streamline their experience. This Schedule shall be reviewed as new technology is rolled out over the duration of the Franchise.
- 1.3 The Franchisee shall fail if:
 - (a) Any mobile device applications do not function as intended;
 - (b) Any mobile device application that is designed to do so does not provide the scheduled times of all passenger trains departing, the times of arrival at other stations, the other stations at which the Trains call, and details of principal connections at such other stations to other passenger trains;
 - (c) Any mobile device application or social media website does not provide details of changes to Train times as a result of planned engineering works or other disruption, which shall be available no less than 5 days in advance of such planned engineering works or other disruption;
 - (d) Real-time running information is not made available to open access sources.

2. SQUIRE Benchmarks

Benchmark Level means 97% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 92% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The Services specified in this Schedule shall be inspected a maximum of 2 times per Reporting Period.

4. Performance Points

Number of Performance Points incurred for:

- (a) performing the Service at the Ceiling Level: 5,400
- (b) performing the Service at the Floor Level: -12,900
- (c) failure to comply with any Notice: -60 per day from relevant inspection

5. Times to be specified in Notices

1 Working Day.

SERVICE SCHEDULE 36 – Ticket Inspection on Trains

1. SQUIRE Service Specification

- 1.1** On each Train there shall be a person whose duties shall include revenue protection duties comprising inspection of tickets, issuing of tickets to persons not in possession of a valid ticket and collection of revenue.
- 1.2** A Train will be failed if:
 - (a) there is no such person (as described above) for any part of its journey;
 - (b) the portable ticketing machine of such person (as described above) is not working properly (i.e. does not accept credit or debit cards) or they does not have in their possession such a machine; or
 - (c) there is reasonable evidence that such person (as described above) is not actively both checking and selling tickets.

2. SQUIRE Benchmarks

Benchmark Level means 97% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Ceiling Level means 100% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

Floor Level means 95% performance of the Service in accordance with the SQUIRE Service Specification during a Reporting Period.

3. Maximum number of inspections

The maximum number of inspections per Reporting Period shall be, for each class of Vehicle in the Train Fleet, 110% of the number of vehicles (which are part of the Train Fleet) in that class.

4. Performance Points

Number of Performance Points for:

- (a) performing the Service at the Ceiling Level: 5,000
- (b) performing the Service at the Floor Level: -50,000
- (c) service of a Notice: -400

