

Network Rail
Built Environment Accessibility Panel: Terms
of Reference and Code of Conduct





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***These terms have been agreed and signed off by the Network Rail Built Environment
Accessibility panel and Network Rail, dated 3rd October 2024***



1. Scope

- 1.1 Network Rail Built Environment Accessibility Panel (BEAP) will assist Network Rail in ensuring that major building works, station designs and other rail infrastructure across Britain are inclusive and as accessible as possible for all.
- 1.2 The BEAP will offer lived in and technical advice on the design and management of Network Rail Built Environment proposals and plans.

2. Objectives

- 2.1 To advise and guide on the progress of the design of the rail Built Environment on infrastructure and other Network Rail facilities and other projects associated with the rail industry including Public Realm.
- 2.2 To be a “critical friend” to Network Rail and its stakeholders and offer clear, constructive criticism in line with the Network Rail ‘[Behaviours Guide](#)’
- 2.3 To provide advice and information to Network Rail, in relation to Inclusive Design Standards and Built Environment proposals for Network Rail Built Environment projects including any Public Realm improvement.
- 2.4 To form smaller workgroups, as and when required, to provide advice and support.
e.g., developing new standards for accessibility in areas not covered by the PRM NTSN.
- 2.5 To inform the wider rail industry and those who work with Network Rail on inclusive design projects raised, including those identified during any wider public or industry consultation, i.e. DfT Code of Practice (CoP) for Station Design, DfT CoP dispensation endorsement.

3. Membership

- 3.1 The membership of the Network Rail BEAP will consist of technical experts involved in Access and Inclusion, with at least two thirds (mix) are disabled people.
- 3.2 The panel will be made up of minimum quorum of 6 people to constitute a meeting.
- 3.3 The BEAP members are appointed for a minimum period of three years with an annual review. Terms may be extended for a further period by agreement with Network Rail.



4. Conflict of Interest

- 4.1 The Chair and members will uphold the values and objectives of Network Rail, act with integrity and avoid promoting their own interests or those of any group or organisation for which they work or of which they are members.

Members will be responsible for disclosing to the Chair and BEAP administrator in advance if the panel member is engaged in any aspect of the project being presented, which will affect any decision made by the group.

The Chair will ask that member to withdraw for any part of the meeting where that member has a conflict of interest.

5. Recruitment & Appointment

- 5.1 The Chair and members are selected and recruited through a robust process of fair and open competition, following Network Rail's H.R. recruitment processes.
- 5.2 **Observers** may be invited or can make a request to attend via the BEAP Administrator, Accessibility & Inclusion. **Observers** will normally not be allowed to contribute to the **formal business** of the meeting unless the Chair or the NR Access & Inclusion Manager invites them.

6. End of Appointment

- 6.1 A Member's appointment to the BEAP may be terminated if Network Rail gives the Member:
- (a) 21 days written notice of termination of the appointment.
- 6.2 A Member's appointment to the BEAP may be terminated if the Member:
- (b) has three consecutive absences from meetings of the BEAP within a 12month period or
 - (c) is found by Network Rail) to be in breach of the BEAP Code of Conduct Policy; or
 - (d) is found to be in breach of the Conflicts of Interest provisions, Section 4.1.
- 6.3 A panel member can also resign their appointment by giving 21 days written notice.

7. Chair

The BEAP is managed by the Access and Inclusion Managers at Network Rail.

The Chair is expected to dedicate 1.5 days to Network Rail for each BEAP session. 15 days per year for meetings (every 3 weeks with a break in August) plus 15 half days for dealing with queries/giving advice between meetings, with flexibility to attend extra BEAP sessions as deemed necessary.



The Chair is appointed for a period of 3 years.

7.1 Deputy Chair

The Deputy Chair will normally be one of the Access and Inclusion Managers or someone nominated by the Chair in the capacity of Deputy Chair (the '**Deputy Chair**') who may deputise when the Chair is not able to attend a BEAP meeting or where the Chair has a conflict of interest themselves.

8. Meeting Frequency

8.1 The Network Rail BEAP shall normally meet every four weeks (there are normally 13 periods per year) and there will be no BEAP in August, unless circumstances require this. Members are expected to attend a FULL session unless with prior agreement with the Chair or Access & Inclusion Manager(s). If not able to attend a full meeting payment will be made pro-rata for the hours attended.

Meetings will continue to be maintained on-line via Teams and 2 meetings per year in person.

Expectations:

- 8.2** Members are expected to attend at least 8 of the 12 BEAP meetings per year.
- 8.3** Members are expected to dedicate .5 days per BEAP meeting in order to manage the pre- reading of presentation materials. This is to enable engagement with the project on the topic being discussed and increase your understanding and involvement.
- 8.4** Members will be expected to attend one to one meeting periodically having been given prior notice.
- 8.5** Extended Leave such as maternity and sabbaticals will discuss and replacement membership can be arranged according to the length of extended leave of absence from the panel planned.
- 8.6** BEAP members are required to respond to all calendar invites in a timely manner as is standard professional good practice in order to maintain the quorum. This should be done as soon as possible of the invite being sent for the scheduled meeting, failure to do this will result in members being reminded by email.
- 8.7** Panel members may be asked to attend ad hoc working groups and/or site visits in addition to meetings at the discretion of the Chair/ Access and Inclusion Manager(s) subject to their own availability. Working groups operate as either "face to face" or "virtual". The working groups may have a 'lead member' nominated/appointed at the Chair's discretion for industry consultation.
- 8.8** Members will be remunerated by the project for "face to face" or "virtual" participation when requested to do so by the said project and at the current BEAP



Attendance/Recognition fee rate. Payments will be made on recognition of attendance.

9. What happens when members do not attend meetings

- 9.1 When a member joins the Panel, they will be asked about any support they may need if they cannot come to meetings or Group activities.
- 9.2 If a member has not come to three consecutive meetings and not submitted their apologies, a phone call or meeting will be organised.

In this phone call or meeting the member will be asked about any extra support that they may need to enable them to attend meetings. We will also work to plan how we can support the member to come to all meetings. If this is not possible, then together we will decide about whether they should leave their role in the Group.

10. Authority

- 10.1 From time to time, as suits the needs of Network Rail particular information might be sought from members and any allied organisations through structures deriving from or reporting initially to the Network Rail BEAP.
- 10.2 Any working groups deriving from the Network Rail BEAP shall report to the Network Rail BEAP in a timely manner.

11. Accountability and Reporting

- 11.1 Any meetings held under the provision of item 10.2 shall be reported to the next meeting of the Network Rail BEAP.
- 11.2 Network Rail representatives shall ensure that issues raised in meetings of the Network Rail BEAP are brought directly and expeditiously to the attention of the responsible staff in their projects or realms of responsibility.
- 11.3 Network Rail will always endeavour to have an Accessibility & Inclusion representative at each meeting.

Key Inputs

- 11.4 The NR BEAP will require the following inputs for its meetings:
 - **Meeting minutes**– Network Rail will endeavour to circulate meeting minutes within 3 weeks of meetings. Mandatory, Best Practice and Advice sections will be included in the minutes.
 - Invitations, agenda, minutes and other papers will be circulated at least one week in advance of the meetings wherever possible.
 - Minutes and action logs from previous meetings if applicable
 - Project presentations
 - Project Attendee Forms with questions to include the necessity for DIA's and Access Consultants



When organising meetings in person, Network Rail will ensure that reasonable adjustments are made to enable disabled people to be active members of the BEAP.

12. Expenses

Expenses are paid in accordance with the NR Expenses Policy, **see Appendix 1**

13. Attendance Payments

- 13.1 Network Rail will make a payment to members of the BEAP for each panel meeting they attend. This amount will be paid pro-rata if a member fails to attend a meeting for the full duration.
- 13.2 This is not intended as a payment to members attending as part of their full-time employment unless this is a registered charity e.g., members employed by an organisation attending Network Rail BEAP to represent that organisation.

14. Confidentiality

- 14.1 In the course of the membership of the Network Rail BEAP members may be given access to confidential information in agreement to these Terms of Reference in addition to and separate from any other obligations that members may have to Network Rail or other rail industry partners.
- 14.2 This applies while a member of Network Rail BEAP and for as long as the confidential information remains confidential to Network Rail or other rail industry partners or to any third party to whom Network Rail or other rail industry partners owes a duty of confidentiality.
- 14.3 Members shall not directly or indirectly for any purpose other than their membership of the Network Rail BEAP:
 - (i) except as expressly permitted, disclose any confidential information to any third party; or
 - (ii) make any statement to, or communicate with, the media in respect of confidential information or in any way publish the same.
- 14.4 Members shall not, except as authorised by Network Rail or required by membership of the Network Rail BEAP, divulge to any persons, firm, company or other organisation whatsoever any confidential information.
- 14.5 Confidential information shall include all information which has been specifically designated as confidential by to Network Rail or other rail industry partners, or any other party contributing to Network Rail BEAP meetings.
- 14.6 This will not prevent Network Rail BEAP members from using or disclosing any confidential information which they are authorised to use or disclose in the course of carrying out their Network Rail BEAP membership, or which members are required to disclose by law.



15. Public statements/Press/Media

- 15.1** Members of the Network Rail BEAP must not make or participate in any public statements (including making any comment or statement or giving any interview to the press or other media) without the prior approval of Network Rail about the matter over which the Network Rail BEAP has jurisdiction.
- 15.2** If members are given prior approval to make a public statement, they must comply with any reasonable requirements from time to time laid down by Network Rail relating to the making of public statements including press, radio and television statements or interviews.

16. Terms of Reference Review

The Terms of Reference will be reviewed every year.

These Terms of Reference should be read in conjunction with appendices below:

Appendix 1

Business Travel Expenses



Business Travel
Expenses Policy (1).pd

Glossary of Terms

<u>Term</u>	<u>Definition</u>
BEAP	Built Environment Accessibility Panel
PRM NTSN	Persons of Reduced mobility, National Technical Specification Notice
TOC	Train Operating Company
RDG	Rail Delivery Group
TfL	Transport for London
ORR	Office for Rail and Road
Hs2	High Speed Rail 2
GBRTT	Great British Railways Transition Team



NRAS	National Rail Accessibility Strategy
NAG	National Accessibility Group (supports the delivery of NRAS)