

[On the Letterhead of the Issuing Bank]

To: Rail Settlement Plan Limited  
Mezzanine Floor  
40 Bernard Street  
London WC1N 1BY

[Date 2010]

WHEREAS:

- A. Rail Settlement Plan Limited ("**RSP**"), Registered No. 3069042, whose registered address is at 40 Bernard Street, London WC1N 1BY has entered into a third party licence agreement (the "**Agreement**") with [Licence Holder] ("**Name**"), Registered No: [Number], whose registered office is at [Address].
- B. The Agreement requires the provision of a bond (the "**Bond**") in the amount of £[Value] to guarantee payment by [Name] of amounts due to RSP pursuant to the Agreement.

Accordingly, [Name of the Issuing Bank] (the "**Issuing Bank**") hereby undertakes to pay RSP, within 3 business days of the receipt of an RSP issued demand in writing over original handwritten signatures (the "**Demand**"), any amount or amounts claimed by RSP in the relevant Demand as being due to RSP under the Agreement, provided always that:

1. the Demand is received by the Issuing Bank and purportedly contains an authorised signature;
2. the Issuing Bank's total aggregate liability hereunder shall not exceed £[Value];
3. the Issuing Bank's total liability hereunder shall expire on the earlier of:
  - (i) 5pm (London time) on [Expiry Date] (the "**Expiry Date**"); or
  - (ii) the date on which this Bond is delivered to the Issuing Bank at:

[Address of the Issuing Bank];

together with confirmation from RSP that the Issuing Bank is irrevocably released from any further liability under this Bond, save in respect of any claim made and received by the Issuing Bank before such date;

4. a Demand must be received by the Issuing Bank by 5 pm (London time) on the Expiry Date;
5. the rights of RSP under this Bond may not be assigned to any other party;
6. this Bond shall not in any way be discharged, diminished or affected by:
  - (i) the granting of time or indulgence to [Name];
  - (ii) any re-organisation, insolvency, liquidations, winding-up, receivership or other incapacity of [Name];
  - (iii) any variation of the terms of the Agreement; and
  - (iv) any defences to [Name] arising from an alleged breach by RSP or its members of the terms of the Agreement;

7. RSP shall not be obliged to take legal proceedings or other steps against [Name], other than those specified herein, before enforcing this Bond;
8. this Bond shall be automatically cancelled and all obligations and liabilities terminated and discharged at 5 pm (London time) upon the Expiry Date with no further liability on the part of the Issuing Bank except for any valid Demand presented under this Bond that remains unpaid. From the Expiry Date, this Bond shall be void whether it is returned to the Issuing Bank or not;
9. the Issuing Bank's liability under this Bond shall commence on the Effective Date;
10. for the purpose of this Bond, the "**Effective Date**" means the date on which this Bond is issued by the Issuing Bank;
11. This Bond shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any disputes hereunder.

Yours faithfully,

\_\_\_\_\_  
[Name of the Issuing Bank]  
as Issuing Bank

Agreed and acknowledged:

\_\_\_\_\_  
For and on behalf of  
Rail Settlement Plan Limited

Date:

OR

Rail Settlement Plan Ltd  
(Jill Betts - Rail Licensing Department)  
3<sup>rd</sup> Floor West, 40 Bernard St  
London WC1N 1BY

Dear Sir

In consideration of your supplying \_\_\_\_\_ with a Licence to sell tickets under the terms of that Agent's Agreement with the Rail Settlement Plan Ltd. WE UNDERTAKE as surety for \_\_\_\_\_ to save and keep the Rail Settlement Plan Ltd., indemnified up to a total amount not exceeding £\_\_\_\_\_ in aggregate from and against all consequences whatsoever, arising from, or in connection with, the breach or non-observance by \_\_\_\_\_ their duly authorised assigns, officers, servants, or agents of any of the terms or conditions of any agreement with the Rail Settlement Plan Ltd., for the sale of such tickets, on receipt of your first written demand addressed to \_\_\_\_\_

Our liability hereunder is limited to an amount not exceeding in the aggregate £\_\_\_\_\_ and we shall have the right to terminate our liability by giving the Rail Settlement Plan Ltd., three calendar months' previous notice in writing, but such notice and termination of the Guarantee shall not prejudice or affect any then accrued or accruing claims of the Rail Settlement Plan Ltd., or their right to make claims hereunder accordingly, provided that such claims are received by us at the above address by the termination date after which our liability hereunder shall be null and void save for any claims already received.

This guarantee is personal to you and is not assignable (except with our prior consent which shall not be unreasonably withheld).

Yours faithfully

Manager

## RAIL SETTLEMENT PLAN (RSP) APPROVED SUPPLIERS

In addition to any **High Street bank** RSP also accepts guarantees from the following suppliers:

### **The Independents Advantage Insurance Company Ltd**

St George's House  
St George's Place  
St Peter Point  
Guernsey  
GY1 2BH  
01481 714792

### **Travel & General Insurance Company Plc**

Tower 42  
Old Broad Street  
London  
ECN 1HQ  
0845 3456 078

### **IGI Insurance Company Limited**

Market Square House  
St James's Street  
Nottingham NG1 6FG  
England  
[Nottingham@igi.co.uk](mailto:Nottingham@igi.co.uk)  
Tel: +44 (0)115 941 1022  
Or Patricia Bird on 07855404263

### **Lombard Insurance Group**

Mr. I Bird  
Correlation Risk Partners Ltd  
5<sup>th</sup> Floor  
3 St Helens Place  
Bishopsgate  
London  
EC3A 6AB

### **Euler Hermes UK**

1 Canada Square  
London  
E14 5DX

Sales Enquiries **0800 056 5452**

### **Royal & Sun Alliance**

### **HCC International**