ATOC

ASSOCIATION *of* TRAIN OPERATING COMPANIES

RSP Third Party Retailers Set Up Guide

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2009 01 RSP Third Party Set Up Guide v04-00 sw

Rail Settlement Plan

Third Party Retailers

Set Up Guide

Ref: 2009 01 RSP Third Party Set Up Guide v04-00 sw

Date: 30/01/2013

Page: 2 of 25

Version History

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Contents

Rail Settlement Plan

Third Party Retailers

Set Up Guide

Ref: 2009 01 RSP Third Party Set Up Guide v04-00 sw

Date: 30/01/2013

Page: 4 of 25

1. Introduction

1.1 Purpose of the Document

1.1.1 This document is designed to provide potential Third Party Retailers with a guide to the RSP systems and services which they will need to interact with as part of becoming a National Rail retailer. It aims to highlight the various areas which a potential Third Party Retailer should consider in order to progress from an initial concept through to live operation.

1.1.2 It should not be considered to be the definitive statement on all areas of setting up a new Third Party Retailer as each one is likely to be unique due to the various approaches which can be adopted to retail National Rail products.

1.2 Scope

1.2.1 The scope of this document is bounded by the interaction of the Third Party's proposed ticket issuing system (TIS) with the systems and services operated by RSP on behalf of the train operating companies (TOCs) and other National Rail retailers.

1.2.2 Contractual documentation, outline costs and lead times are also included within this document in order to assist the Third Party in gathering information for their business case. Listed below are the core areas covered by this document:

- Licences

- Ticket Machine Accreditation

- Settlement and Distribution Services

- Data Processing Services

- Outline Costs and Lead Times

1.2.3 The Third Party's type of business will determine the most appropriate licence for them and their choice of TIS type, which naturally leads into discussions around the type of accreditation which will be required for that TIS to be accredited for use in the National Rail environment.

1.2.4 In parallel, the Third Party will need to progress requests to be set up within RSP settlement, data processing and distribution services. The timing of these requests will need to dovetail with the accreditation timelines in order to ensure the most efficient use of resources on all sides. Lead times for various pieces of work must be considered carefully.

2. ATOC, RSP and TSA

2.1 Association of Train Operating Companies (ATOC)

2.1.1 ATOC is the trade association for companies who operate passenger trains on the rail network in the United Kingdom. ATOC manages a number of Schemes which provide train company members with common services and promotes their interests with Government, Network Rail, Rolling Stock Companies, the British Transport Police, Transport for London, Passenger Focus, London Travelwatch and other stakeholders.

2.2 Rail Settlement Plan (RSP)

2.2.1 RSP is a limited company wholly owned by the TOCs who, pursuant to the Ticketing and Settlement Agreement (TSA), provides rail product distribution and settlement services to TOCs, TOC partners and Third Party Retailers. RSP outsource the delivery of these distribution and settlement services to various IT companies, such as Atos, Fujitsu and Capgemini. This allows RSP to focus on the service management of these suppliers.

2.2.2 The provision of RSP distribution and settlement services relies on complex computer systems and processes. RSP systems operate either in real time, on an overnight batch process or simply provide a source of data for local processing. At least some of these systems will need to be modified, or their reference data changed in some way when a new Third Party wants to become a National Rail retailer.

2.2.3 TOCs and Third Party Retailers are charged for using RSP services in proportion to the use they make of those services or in proportion to their share of total industry earnings. RSP service charges are notified to TOCs and Third Party Retailers and are charged out every four weeks. As a guide, the RSP service charges associated with the initial months of a Third Party Retailer operation are shown in Appendix B of this document.

2.2.4 RSP also undertakes accreditation of TIS to ensure that TOCs and Third Party Retailers are compliant with a central set of standards, and this accreditation process covers new TIS builds as well as upgrades to existing TIS.

2.3 Ticketing and Settlement Agreement (TSA)

2.3.1 The TSA comprises two Schemes, which are the Ticketing and Settlement Scheme and the Retail Agent Scheme. The Schemes have various groups and sub groups made up of TOC members, who determine policy in various areas, some of which will impact Third Party Retailers.

2.3.2 The Ticketing and Settlement Scheme governs the setting up and distribution of rail products, retailing by TOCs, income allocation and settlement. The Retail Agents Scheme governs the sale of fares by Third Party Retailers.

3. Licences

3.1 Interim Retailing Licence

3.1.1 If the Third Party Retailer is building their own TIS, or indeed has purchased an RSP accredited TIS, a period of pilot running will be required, either to accredit the TIS and their processes (in the case of a new build) or just the Third Party Retailers' processes in the case of a TIS which has already been accredited by RSP.

3.1.2 In order to enter pilot, the Third Party Retailer will not only have to be ready in terms of their technical offering and operational procedures, but will also have to have agreed a retailing licence with ATOC Commercial and RSP.

3.1.3 In order to allow new Third Party Retailers to enter pilot and develop their retail offering, ATOC Commercial & RSP have developed an Interim Retail Licence, which is designed to run for 6 to 12 months. This allows the new Third Party Retailer to prove their concept, as well as allowing sufficient time for all parties to the Interim Retail Licence to discuss the terms of the longer term Third Party Investor Licence.

3.2 Third Party Investor Licence

3.2.1 The Third Party Investor Licence offers a much greater level of security of term in return for a commitment to invest in the business. This licence is also much more wide ranging and detailed than other Third Party Licences.

3.3 Other Third Party Licences

3.3.1 At present there are three other types of licence which can be offered to Third Party Retailers and are designed to cover specific retail offerings (i.e. Approved Third Party, Travel Agents and ITX Agents Licence), although these may be consolidated into one standard base licence with schedules appropriate to each Third Party Retailer at some point in the future.

4. Ticket Machine Accreditation

4.1 Accreditation

4.1.1 If a Third Party Retailer is considering building their own TIS (rather than entering into a contract with an existing TIS Supplier) then establishing contact with the RSP TIS Accreditation team at the earliest opportunity is essential. RSP require sufficient notice of new developments in order to schedule the required accreditation activities and resources. RSP should be contacted prior to completion of the TIS design, so that their comments and experience can be fed into that design process.

4.1.2 The web pages at www.atoc.org/accreditation-standards provide an overview of the accreditation process and the core set of standards used in the UK passenger rail industry. They are designed to provide TIS Suppliers and Third Party Retailers with background and useful first contact information. Through the provision of such information, RSP aims to encourage participation in the industry and reduce the barriers to market entry for TIS Suppliers and Third Party Retailers.

4.1.3 In order to contact the RSP TIS Accreditation team directly, the Third Party should use the following email address tis.accreditation@atoc.org

4.2 TIS Accreditation Pilot

4.2.1 Once a Third Party Retailer has progressed through the various design and build stages for their TIS, and the Accreditation process, a time of limited live running is required to test the TIS 'end to end', from the sale of a ticket to its issue and settlement. During this time incidents may be raised and categorised by the RSP TIS Accreditation team and these need to be resolved and fixed prior to a final audit.

4.2.2 Pilot is the implementation of a TIS operating in the live environment for a defined period of time, usually a minimum of 4 weeks. The purpose is to monitor the performance of all aspects of the TIS under controlled, small scale, live operational conditions, and to demonstrate a clean install and upgrade process with no adverse impact on settlement data. The entry criteria for pilot are as follows:

- Meeting the exit criteria of RSP's review of TIS testing;

- Pilot sites are identified and agreed with RSP;

- Appropriate training is provided to users of the TIS; and

- Provision of an appropriate implementation plan and a process for installing the TIS into the pilot environment.

4.2.3 Once pilot commences RSP and its agents carry out pilot monitoring of the data and systems to identify any incidents which may arise, and agree resolutions. Specific checks may be required on pilot TIS data and Lennon reports, as basic validation may not cover some conditions. This monitoring is defined according to the RSP systems with which the TIS will interface. For example, in Lennon (RSP's apportionment system) this takes the form of daily input and error reports. Feedback on such reports is advised to all impacted parties, and the Third Party Retailer must respond on a daily basis to any incidents raised by RSP in respect of any such daily reports which are received from the various RSP systems.

Rail Settlement Plan

Third Party Retailers

Set Up Guide

Ref:	2009 01 RSP Third Party Set Up Guide v04-00 sw
Date:	30/01/2013
Page:	9 of 25

4.2.4   Exit from pilot is subject to an agreed approach between RSP and the Third Party Retailer on the resolution of identified incidents and the provision of acceptable plans by the Third Party Retailer for full roll-out. In order to exit successfully there must be no open Category 1 (critical business impact) or Category 2 (medium business impact) incidents, as defined by RSP.

4.2.5   In the event that a Category 1 incident or incidents arise in pilot, RSP reserves the right to terminate the pilot and request that the Third Party Retailer go back through accreditation testing, in order to fix the Category 1 incident or incidents, before re-entering pilot at a later date to be agreed with RSP.

4.2.6   The pilot shall include a Period End reporting cycle in Lennon to ensure that no settlement errors arise, and must include reasonable volumes of a full range of transactions prior to the Period End. Where insufficient data volumes are recorded or operating incidents arise, RSP reserves the right to extend the pilot until these are resolved.

4.2.7   On successful completion of the pilot, RSP will issue a document (Conditions of Approval) to the Third Party Retailer as proof of accreditation. The document will contain details of the conditions under which approval is granted and a certificate of accreditation. It will document the scope of testing carried out by RSP, including the caveat that testing only pertains to settlement probity and ticketing, including the protection of RSP systems. Operability of the TIS is outside the scope of accreditation where this has no impact on RSP systems (e.g. the ease of use of the TIS).

4.2.8   If the Third Party Retailer has procured an RSP Accredited TIS (rather than building their own), RSP will still expect to see at least one Period (7 week cycle) of pilot running in order to establish that the Third Party Retailer has retailing and back office processes in place and that they work as expected.

4.3   Conditions of TIS Accreditation Pilot

4.3.1   In order to minimise the risks to RSP systems and settlement, the Third Party Retailer shall have a process in place to be able to restrict retailing volumes through their TIS or have the ability to take their TIS out of public service immediately, upon request from RSP. The following conditions assume such a process is in place, and RSP may inspect the process documentation upon request.

4.3.2   If the Third Party Retailer is seeking accreditation which includes the use of the Ticket on Departure (ToD) Service (see section 9 below), then the TIS shall be monitored for sales and the placement of Customer Transaction References (CTRs) on the CTR database. RSP shall check that sales are being made against the correct fares and routes for the journey requested. RSP shall also monitor the CTR database to ensure that sales are being placed correctly, reflect the tickets purchased and that there are no fulfilment incidents with other TIS which issue Ticket on Departure (ToD) transactions.

4.3.3   During the TIS design process, the Third Party Retailer will be expected to complete a National Reservations Service (NRS) Usage Questionnaire, the answers to which will allow RSP to assess the potential impact of their TIS on NRS. The Third Party Retailer will also be expected to consider any recommendations resulting from RSP's analysis of their answers, and build them into a revised TIS design.

4.3.4   RSP shall monitor the data capture sent to Lennon during pilot to ensure that it matches the sales made by the TIS and that settlement is correct. This will involve running a number of reports and the interpretation of them. Any incidents which arise during pilot shall be logged by RSP and passed to the Third Party Retailer for resolution. Failure to resolve such incidents within the deadlines set by RSP may result in RSP requesting that public access to the TIS be reduced or stopped altogether.

4.3.5   During pilot, RSP may require an audit to be undertaken at any of the Third Party Retailer selling locations.

4.3.6   If incidents are identified as a result of the above monitoring, auditing and checking, then RSP shall raise incidents and log them. The Third Party Retailer shall resolve such incidents and provide evidence of resolution so that RSP may close them. RSP shall review all outstanding log incidents at the end of pilot and the TIS can only exit pilot once all outstanding Category 1 and Category 2 incidents have been resolved by the Third Party Retailer and closed by RSP.

4.4   Exit to Live Operation

4.4.1   As well as considering the technical aspects associated with the TIS, an exit audit will be undertaken by RSP to ensure that bonding arrangements, accounting, reconciliation and control processes are in place and are being followed to provide RSP with the required assurance.

4.4.2   Third Parties procuring an RSP accredited TIS will also be expected to pass this exit audit before they will be cleared to enter full live running.

5.   RSP Settlement Services

5.1   Lennon

5.1.1   The Lennon Service is provided to RSP by Atos and incorporates a user support desk, reference data management and TIS data capture monitoring.

5.1.2   The Lennon system is used by RSP to apportion industry earnings (including retail commission) between TOCs and Third Party Retailers.

5.1.3   A new business code must be created for a new Third Party Retailer in Lennon so that settlement to and from the Third Party can be made. The new business will also need location codes (per location) attached to it, which in turn will have one or more TIS attached.

5.1.4   The Third Party Retailer will be required to complete a number of Lennon forms to enable the Lennon Service to set up the relevant reference data for the creation of the business and locations.

5.1.5   It can take up to 20 business days to create a new business code in Lennon and this business code needs to be in place prior to the start of any TIS Accreditation testing. There is a cost to set up a new business code, but the location code(s) can be created as part of the Lennon Service. RSP will be able to provide a quote to set up a new business code in Lennon on request.

5.1.6   The Third Party Retailer must also set up connectivity to Lennon to coincide with the start of any accreditation testing on their TIS, so that sales and payment card data capture can be transferred from their TIS to Lennon and validated. If this is not already in place, connectivity can be achieved either via the railway communication network, or via a VPN connection supplied by Atos under consultancy. Atos has a 40 business day lead time for the implementation of a VPN connection, which only commences once an order has been placed. For further information on VPN connections contact lennon.support@atos.net

5.1.7   Lennon receives transactional sales data on a daily basis from all TOC and Third Party Retailer TIS, which it then converts into earnings and apportions according to industry allocation factors. The Interim and Third Party Retailing Licences require TIS to be RSP accredited in order to prove that they are able to supply Lennon with complete and accurate records of all Third Party Retailer sales transactions in a format which is acceptable to Lennon.

5.2   Settlement Bank Account

5.2.1   The Third Party Retailer must request a bank mandate form from RSP, before completing and returning it to ATOC's Finance Department, so that the bank details can be set up in RSP's settlement system. This will allow RSP to debit what is owed to RSP at each appropriate payment run.

5.2.2   The bank mandate must be in place before a Third Party Retailer can enter pilot and as the timescales are dependant on the banks rather than RSP, consideration must be given to building their lead time into the process.

5.3 Settlement Cycle

5.3.1 RSP divides the financial year (1st April to 31st March) into 13 four week Periods, although the first and last Period of every financial year is adjusted to fit the calendar dates.

5.3.2 The final payment run of each four week Period takes place on the Thursday of week 3 in the following Period, by which time all of the settlements applicable to that four week Period have been netted off and a final amount payable to RSP has been calculated.

5.3.3 The diagram below shows the cycle of settlement for Period 01 and how that runs into the following Period. It also shows the interim payment runs in weeks 1, 2 and 4 of each Period.
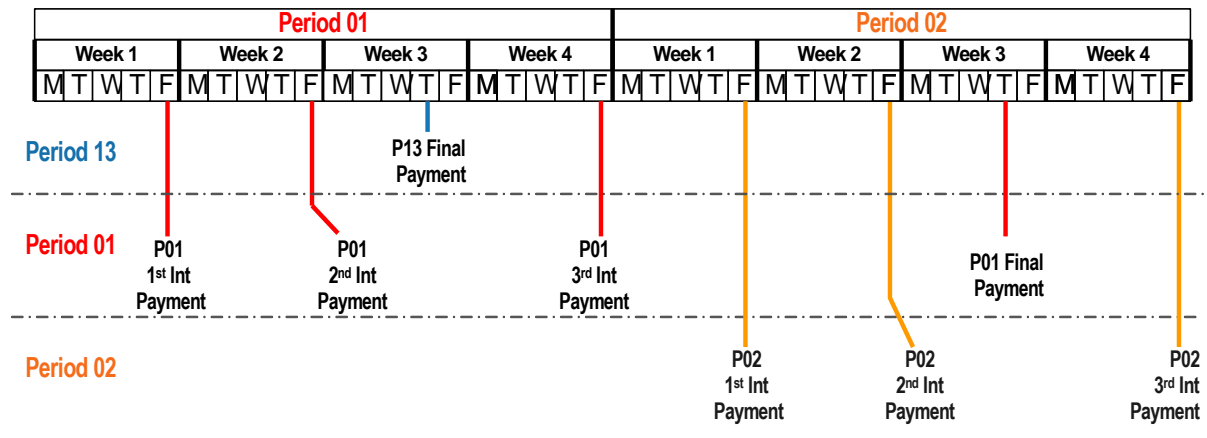
5.3.4 Every Lennon business receives a statement from Atos on behalf of RSP relating to each of the four payment runs prior to that run taking place (i.e. for the three interim payments and one final payment).

5.4 Interim Estimates

5.4.1 Interim Estimates are essentially on account payments to RSP in lieu of the final payment run taking place every 4 weeks on the final payment date (Thursday of each week 3). Any monies taken by RSP in the three interim payment runs are reversed in the associated final payment run, so that run is the full and final settlement for the Period to which it relates. The settlement and payment dates for 2013/14 are shown in Appendix A of this document.

5.4.2 Interim Estimates are calculated by taking 70% of the settlement made by the Third Party Retailer in the equivalent Period of the previous year. RSP then takes a third of that value in each of the three interim payment runs.

5.4.3 For new businesses in their first year, RSP has to forecast the Interim Estimates for the Third Party Retailer every four weeks using the latest daily sales values in Lennon, as this is the only sales history available.

5.4.4 Six months of Interim Estimates are loaded to RSP's settlement system at a time, so the Interim Estimates for Periods 1 - 6 are loaded and advised to TOCs and Third Parties during February, with the Interim Estimates for Periods 7 - 13 being loaded and advised during August each year.

	Rail Settlement Plan	**Ref:**	2009 01 RSP Third Party Set Up Guide v04-00 sw
ATOC	**Third Party Retailers**	**Date:**	30/01/2013
ASSOCIATION *of* TRAIN OPERATING COMPANIES	**Set Up Guide**	**Page:**	13 of 25

5.5   Bonding

5.5.1   Prior to entering pilot, the Third Party Retailer must obtain, and keep renewed, a bond, guarantee or other form of security as agreed by RSP. The Third Party Retailer is allowed to use a combination of different forms of security, in order to achieve the overall cover required.

5.5.2   The value of this bond, guarantee or security must be an amount equal to RSP's maximum exposure, this being the total indebtedness of the Third Party Retailer on the 7th calendar day after the date on which the Third Party Retailer should have made the final payment to RSP for the previous Period. A bond monitoring spreadsheet will be set up by RSP and used to calculate the required bond value each Period.

5.5.3   In the event that the Third Party Retailer is unable to pay any monies owed to RSP, on the date which they are due, then the Third Party Retailer shall forfeit either some or all of their bond, guarantee or security.

	Rail Settlement Plan	**Ref:**	2009 01 RSP Third Party Set Up Guide v04-00 sw
ATOC	**Third Party Retailers**	**Date:**	30/01/2013
ASSOCIATION of TRAIN OPERATING COMPANIES	**Set Up Guide**	**Page:**	14 of 25

6. RSP Distribution Services

6.1 National Reservations Service (NRS)

6.1.1 The National Reservation Service (NRS) is provided to RSP by Capgemini and allows TOCs to create reservable train services and for Third Party Retailers to book accommodation units (seats, sleeping berths, bicycle places etc) on those services. NRS also has a Call Centre and Data Help Desk for queries relating to the service.

6.1.2 A Third Party Retailer will need access to NRS in order to integrate and test their reservation capabilities before seeking accreditation of their TIS, (if this has not already been obtained by their TIS supplier), and in any case to access live NRS during pilot. Connection to the NRS test service and live NRS is via a VPN link, and the lead time for setting this up is 60 business days. This lead time only commences once a compulsory site survey, (which reveals no material issues) has been completed and the order validated by RSP supplier 'Level 3'. The Third Party Retailer will also need to provide 'Level 3' with a purchase order to cover 12 months rental and any installation costs, before they will commence work. It should be noted that a minimum rental period of 12 months (from installation) applies to such links.

6.1.3 During the design phase, RSP will require the Third Party Retailer to provide details of the composition of the messages which they will send to NRS and expected volumes, so capacity can be properly assessed.

6.1.4 The Third Party Retailer must adhere to any agreed usage policy published by RSP, both in the testing phase and in any subsequent live operation thereafter.

6.2 Rail Industry Data Feeds

6.2.1 TOCs create various types of data associated with the provision of train services. This includes train timetable data (from the planning of their train services through the timetabling process) and fares data (created when rail products are formed by TOCs). There are also several other categories of data, which help to underpin the usefulness or value of train timetable and fares data such as routeing data, connection information and station facilities data. TOCs use this data to provide train timetable and fares information to their customers through a variety of means.

6.2.2 RSP make this data available under licence to Third Party Retailers on behalf of TOCs, in order to promote rail travel through a wider distribution of accurate and consistent rail travel information on an impartial basis. For more information on the availability and cost of the different types of rail industry data, guidance on how they can be accessed, and the purposes for which they may be used, please visit www.atoc.org/about-atoc/rail-settlement-plan

6.2.3 It should be noted that Third Party Retailers can obtain RSP data feeds from Suppliers approved by RSP. However, they are still required to obtain an RSP data licence in such circumstances.

6.3   Retail and Retail Publications Portal (FRPP)

6.3.1   The FRPP website provides TOCs, Third Party Retailers and TIS Suppliers with access to information on National Rail fares and retail matters, in order to support their retailing and back office activities.   An application form to obtain access to FRPP is included in Appendix D of this document.

6.3.2   Access to FRPP is currently free of charge, however, RSP reserves the right to charge should usage volumes increase.

7. RSP Data Processing Services

7.1 Credit Cards

7.1.1 RSP's Settlement Service Provider (Atos) undertakes activities such as query and chargeback handling as well as reconciling acquirer payments to TOC and Third Party bank accounts. These services are chargeable (based on percentage of use), but do not have to be used by Third Party Retailers who can undertake this work themselves.

7.2 Refunds

7.2.1 RSP's Settlement Service Provider (Atos) undertakes the processing of refunds via a central refund system. This service is chargeable and must currently be used for the processing of refunds.

7.2.2 When a customer claims a refund, the Third Party Retailer must check to see that the customer is entitled to one based upon the fares rules applicable to that ticket. If a refund is due, then the Third Party Retailer must cancel the ticket(s) and ensure that the customer has completed a passenger refund form.

7.2.3 The Third Party Retailer should only pay out any refund due if they were the original retailer of the ticket being submitted for a refund. If the Third Party Retailer was not the original retailer, then they should forward the refund form and cancelled ticket(s) to the relevant TOC or Third Party Retailer who sold it.

7.2.4 If the refund is processed by the Third Party Retailer (as they were the original retailer) then they are entitled to charge a refund administration fee (not greater than £10) in accordance with the National Rail Conditions of Carriage.

7.2.5 The refund must then be accounted for locally, before the hard copy of the passenger refund form together with the cancelled ticket(s) are forwarded to DataPro (who process the refunds on behalf of Atos). Datapro enter the refunds through the central refund system into Lennon, which then reverses the earnings and commissions associated with the original ticket and thus the Third Party Retailer will receive the monies which they have paid out to the customer in the next available final payment run.

7.2.6 Processing refunds will be covered by the RSP TIS Accreditation team and the final audit to ensure that the Third Party Retailer has understood both the retail and back office elements of this process.

7.2.7 ATOC & RSP are currently working on a project to make an automated refunds solution available to Third Party Retailers.

Rail Settlement Plan

Third Party Retailers

Set Up Guide

Ref:	2009 01 RSP Third Party Set Up Guide v04-00 sw
Date:	30/01/2013
Page:	17 of 25

8.   Payment Card Acquiring Service

8.1   RSP Payment Card Acquirers

8.1.1   Payment Card Acquiring Services are currently provided to RSP by HSBC, American Express, and Diners Club (Elavon).

8.1.2   As the Third Party Retailer will be accepting payment cards as a method of payment from day one of their pilot operation, they will need to have payment card acquiring service contracts in place to process these transactions.

8.1.3   It is not compulsory for a Third Party Retailer to settle these payment card transactions using RSP's payment card acquiring service providers, however, RSP has negotiated favourable processing rates on behalf of the rail industry with the following acquirers:

8.1.4   HSBC as the acquirer for Visa, Mastercard, Maestro, Electron, Solo, Delta, JCB and Switch branded cards. Paul.Lowe@globalpay.com

8.1.5   American Express as the acquirer for American Express cards. Iain.j.heath@aexp.com

8.1.6   Elavon as the acquirer for Diners Club cards. Lyn.O'Rourke@elavon.com

8.1.7   If the Third Party Retailer is permitted to join RSP's payment card acquiring service providers, then they will need to enter into an agreement with each of these acquirers using the contact details above.

8.1.8   If the Third Party Retailer is not known to the payment card acquirers as a current customer and is therefore opening a new bank account with the payment card acquirers, then it can take up to 12 weeks for the acquirers to vet their directors. This lead time should be factored into the overall process.

8.1.9   Any Third Party Retailer who is already a current customer may also be required to undergo similar vetting if they intend to open a new bank account for the new business.

8.1.10   The 12 week lead time for vetting directors together with a 4 week lead time to implement required TIS configuration changes, combine to give an overall lead time of 16 weeks. The Third Party Retailer must ensure that these tasks are completed in time to enter RSP TIS Accreditation testing.

9. Ticket on Departure (ToD) Service

9.1 Overview

9.1.1 ToD allows a customer to purchase a rail product via a call centre or internet site and then collect the actual ticket itself from their departure station or other location.

9.2 ToD Selling Obligations

9.2.1 If a Third Party Retailer makes a ToD sale via a web based TIS, then they are obliged to provide the customer with an email containing a customer transaction reference (CTR), which will eventually be used by the customer to recall their actual ticket for collection. This email should be based on the requirements contained in Appendix C of this document.

9.3 ToD Service Costs

9.3.1 Each Period, RSP will levy a ToD Service Charge against the Third Party Retailer, which is currently 15p per unique CTR placed on the CTR Database by the Third Party Retailer in the previous Period. This Service Charge will be collected by RSP every 4 weeks as part of one of the payment runs.

9.4 ToD Issuing Fee Charges (£0.40 and £0.90)

9.4.1 For each unique CTR placed by the Third Party Retailer, an issuing fee will be due from the Third Party Retailer to be passed to the TOC which owns the TIS used by the customer to issue the ticket(s) sold by the Third Party Retailer.

9.4.2 If the customer fulfils the ticket issue(s) at a self service TIS, then an £0.40 fee is due from the Third Party Retailer to the TOC, whereas if the customer fulfils the ticket issue(s) at a ticket office TIS, then a £0.90 fee is due to the TOC. These fees are included at an aggregated level and deducted in the final payment run of the Period to which they relate.

9.4.3 National ToD Issuing Fee Charges are only subject to change following formal TOC and Department of Transport approval and any change would be advised to Third Party Retailers by ATOC.

9.4.4 Please note that in circumstances where the sales commission associated with an individual National ToD ticket sale falls below the value of the issuing fee due to the TOC, then the issuing fee is capped at the level of the sales commission due to the Third Party Retailer.

9.5 Inter TOC/Retailer Ticket Machine Relationships

9.5.1 In order to participate in ToD, the TIS being used by the Third Party Retailer to retail ToD products must be accredited by RSP and recognised by all other ToD accredited TIS and vice versa. The Third Party Retailer is required to ensure that they have appropriate arrangements in place with their TIS supplier in order that they can comply with all requests from RSP in respect of complying with RSP ToD accreditation standards.

Rail Settlement Plan

Third Party Retailers

Set Up Guide

Ref: 2009 01 RSP Third Party Set Up Guide v04-00 sw

Date: 30/01/2013

Page: 19 of 25

9.5.2   In order to comply with RSP ToD accreditation standards, the Third Party Retailer will be expected to update any items which they may use to ensure that their TIS can continue to be recognised by all other ToD accredited TIS, now and in the future. If any of these updates require further RSP accreditation, then RSP shall not be liable for any of these accreditation costs or any costs associated with developing and implementing such changes.

9.5.3   If the Third Party Retailer becomes non compliant in respect of the RSP ToD accreditation standards, then RSP will advise ATOC that the Third Party Retailer is in breach of their Licence and appropriate action, including suspension of the Licence.

9.6   Participating in ToD Interoperability Testing

9.6.1   In order to participate in ToD, the TIS being used by the Third Party Retailer needs to participate in certain testing activities required by RSP in order to ensure that items such as new rail products being introduced into ToD do not cause interoperability issues between ToD accredited TIS.

9.6.2   The Third Party Retailer must ensure that they have appropriate arrangements in place with their TIS supplier in order that they can comply with all requests from RSP to support interoperability testing between ToD TIS as required. RSP will not be liable for any costs associated with such arrangements.

9.7   ToD Code of Practice

9.7.1   RSP has developed a ToD Code of Practice in order to ensure that all participants in the ToD scheme are aware of their obligations and that there are a common set of guidelines for all parties to follow. The Third Party Retailer is required to make themselves aware of the contents and comply with the ToD Code of Practice.

9.8   Third Party Retailer's Customer Helpdesk

9.8.1   The Third Party Retailer is required to provide a Helpdesk to act as a single point of contact to handle all customer queries associated with the sale and collection of their ToD ticket(s), and that of any of their sub agents. The Helpdesk should also act as a single point of contact for back office settlement issues on behalf of its staff and those of its sub agents

9.8.2   This Helpdesk must be available as follows, except for Christmas Day:

Monday - Friday   06.00hrs to 20.00hrs

Saturday - Sunday   08.00hrs to 18.00hrs

Bank Holidays   08.00hrs to 18.00hrs

Rail Settlement Plan

Third Party Retailers

Set Up Guide

Ref: 2009 01 RSP Third Party
Set Up Guide v04-00 sw

Date: 30/01/2013

Page: 20 of 25

10.   Miscellaneous Items

10.1   Disaster Recovery and Business Continuity

10.1.1   The Third Party Retailer shall ensure that in respect of all RSP Data they have disaster recovery and business continuity arrangements in place and that these are documented and available for inspection by ATOC and RSP. These arrangements must also be tested annually in accordance with the Third Party Retailer's documentation and a summary of the outcome of each test made available to ATOC and RSP within twenty Business Days of the test being completed.

10.2   Payment Card Industry Data Security Standard (PCIDSS)

10.2.1   The Third Party Retailer will be expected to become compliant with PCIDSS at their own cost and work with ATOC and RSP to achieve agreed rail industry deadlines in respect of PCIDSS. Non compliance with PCIDSS may render the Third Party Retailer liable to fines levied by the Payment Card Industry, which are outside the scope of their ATOC Licence.

10.3   Fraud Prevention

10.3.1   The Third Party Retailer will be expected to implement best practice in the area of fraud prevention and participate in industry meetings designed to raise awareness of the issues surrounding payment card fraud. The Third Party Retailer should pay particular attention to 'card not present' fraud, which is particularly associated with website and call centre transactions. A range of card security measures are available to the Third Party Retailer and these should be considered.

11.   Audit Requirements

11.1   Annual Audit Process

11.1.1   For each calendar year, the Third Party Retailer is required to produce and provide the following three documents to RSP.

- A statement from the directors (Third Party Directors' Control Statement) outlining how the directors have achieved compliance with the Third Party Control Objectives

- A set of audit procedures (Third Party Audit Procedures) by which it intends to provide objective verification of the assurances provided in both the Third Party Directors' Control Statement

- The Third Party Annual Letter of Assurance

11.1.2   The Third Party Retailer will be expected to conduct regular internal audits to test their own control processes, and such audits will support the completion of the Third Party Directors Control Statement and Annual Letter of Assurance.

11.1.3   If at anytime the Third Party Retailer discovers any error(s) which are in excess of £10,000 then they are required to advise RSP immediately and pay for an independent audit to be undertaken. The results of this independent audit must be made available to RSP within ten business days of its completion.

11.1.4   RSP has the right (at any time) to inspect any TIS, data or documentation which is used by the Third Party Retailer in order to sell and issue National Rail products under its Licence.

Rail Settlement Plan

Third Party Retailers

Set Up Guide

Ref:	2009 01 RSP Third Party Set Up Guide v04-00 sw
Date:	30/01/2013
Page:	22 of 25

A   Appendix A - Settlement & Payment Dates 2013/14

Settlement Period	Period End Date	Interim Payment Dates			Final Settlement Payment Date
		First	**Second**	**Third**	
1401	27/04/13	05/04/13	12/04/13	26/04/13	16/05/13
1402	25/05/13	03/05/13	10/05/13	24/05/13	13/06/13
1403	22/06/13	31/05/13	07/06/13	21/06/13	11/07/13
1404	20/07/13	28/06/13	05/07/13	19/07/13	08/08/13
1405	17/08/13	26/07/13	02/08/13	16/08/13	05/09/13
1406	14/09/13	23/08/13	30/08/13	13/09/13	03/10/13
1407	12/10/13	20/09/13	27/09/13	11/10/13	31/10/13
1408	09/11/13	18/10/13	25/10/13	08/11/13	28/11/13
1409	07/12/13	15/11/13	22/11/13	06/12/13	27/12/13 *
1410	04/01/14	13/12/13	20/12/13	03/01/14	23/01/14
1411	01/02/14	10/01/14	17/01/14	31/01/14	20/02/14
1412	01/03/14	07/02/14	14/02/14	28/02/14	20/03/14
1413	31/03/14	07/03/14	14/03/14	28/03/14	17/04/14

On or before 31 January each year, RSP shall determine the Settlement Periods for the following financial year commencing 01 April and shall notify them in writing to the Agent.

Each Payment Date will only be varied if such a date does not fall on a Business Day, in which case it will be set to the previous Business Day or next available Business Day, as indicated by an asterisk in the above table.

	Rail Settlement Plan	**Ref:**	2009 01 RSP Third Party Set Up Guide v04-00 sw
ATOC	**Third Party Retailers**	**Date:**	30/01/2013
ASSOCIATION of TRAIN OPERATING COMPANIES	**Set Up Guide**	**Page:**	23 of 25

B Appendix B - Guide to Initial RSP Service Charges

These charges are current as at February 2013

Lennon & Settlement Service	£500.00 per Settlement Period
Ticket on Departure Service	£0.15 per CTR placed on the CTR Database
National Reservations Service	£250.00 per Settlement Period
Daily Data Licence (without RJIS Data Feed)	£385.00 per Settlement Period
Refund Service (TARS)	£5.00 per Refund

All RSP Service Charges shown in this Appendix B are exclusive of VAT and may be varied at RSP's sole discretion from time to time. If the Third Party Retailer incurs an RSP Service Charge not already covered in this Appendix B, then RSP may include such an RSP Service Charge in the relevant Settlement Amount calculation, or collect it separately as part of one of the weekly payment runs.

RSP shall provide the Third Party Retailer with ten (10) business days notice of any variation or change to RSP Service Charges.

C   Appendix C - ToD Booking Email Confirmation

The format of the email confirmation sent to customers following a ToD Bookings made by the Third Party Retailer can be determined by the them; however, the mandatory fields detailed below must be included in such a confirmation.

It is suggested that the optional fields are also included in order to reduce customer queries. The key mandatory fields should also be in bold characters or highlighted in some way to draw immediate attention to them.

- Ticket Collection Reference (8 Character CTR Reference) – M & B
- Journey Details i.e. Date, Origin, Destination, Route, Reservations - M
- Ticket Type - O
- Individual Fare Paid - O
- Total Fares Paid - M
- Other Non Rail Charges associated with the Booking - M
- Number of Passengers - O
- Passenger Name – M & B
- Carrier Train Company Name - O
- Last four digits of Payment Card used - M
- Payment Card Type (e.g. VISA) - O
- Name of Retailer making the Booking – M & B
- Contact details and instructions for contacting Retailer – M & B
- Reference to National Conditions of Carriage - M
- Conditions of issue i.e. Same Payment Card required for Collection – M & B
- Message: This is not a travel ticket – M & B

M = Mandatory Fields; O = Optional Fields and B = Bold/Highlighted Fields

Rail Settlement Plan

Third Party Retailers

Set Up Guide

Ref:	2009 01 RSP Third Party Set Up Guide v04-00 sw
Date:	30/01/2013
Page:	25 of 25

ATOC
ASSOCIATION *of* TRAIN OPERATING COMPANIES

D   Appendix D - Application Form for FRPP Access

Application Form for Access to the
Fares and Retail Publications Portal (FRPP)

The Fares and Retail Publications Portal (FRPP) is the RSP supplied website providing guidance to retail staff on National Rail fares and other associated products.

FRPP includes all the content which would have been included within the following publications:

- National Fares Manuals;
- Raillinks Manual;
- Retail Manuals (Parts one and two);
- Ticket Examiners' Handbook; and
- Newsrail Express.

FRPP is intended to support TOC retail staff in performing their duties and is not publicly available. However, access may be granted to other parties who supply services to a TOC, such as a TIS Supplier.

Should you wish to apply for access to FRPP, please complete and return this form to the Vishal.Varsani@atoc.org

SECTION A		
Company Name:	**Address:**	
Applicant Name:	**Telephone No:**	
	Email:	
SECTION B		
Please state your reasons for requesting access, including which services you supply to RSP, ATOC or one or more TOCs:		
Please indicate the maximum number of users within your organisation who will routinely access the site:		
Please indicate how often you would expect your organisation to access the site on a normal working day:		

Disclaimer:
Access to FRPP is granted at RSP's sole discretion. This application form, if accepted by RSP, will serve as the agreed usage conditions for the applicant. RSP reserve the right to suspend or remove the applicant's access should the number of users or page views significantly and persistently exceed that stated in Section B.