

Rail Delivery Group



THE OPERATORS ACTING THROUGH ATOC LIMITED
AND
RAIL SETTLEMENT PLAN LIMITED
AND
AGENT LIMITED

INTERIM RETAIL LICENCE

Date of Agreement: **DATE**

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This agreement (“Agreement”) is entered into on DATE
Between:

- (1) The person(s) named in Annex A of this Agreement (the “**OPERATORS**”) acting through **ATOC LIMITED** (“**ATOC**”) (Registered No: 3069033) whose registered address is at 200 Aldersgate Street, London EC1A 4HD;
- (2) **RAIL SETTLEMENT PLAN LIMITED** (“**RSP**”) (Registered No: 3069042) whose registered address is at 200 Aldersgate Street, London EC1A 4HD ; and
- (3) **AGENT LIMITED** (the “**Agent**”) (Registered No: **XXXXXXXXXX**) whose registered address is at **ADDRESS**, trading as **NAME**

together referred to as the “Parties”.

WHEREAS

- (a) The Operators wish the Agent to sell Rail Products and provide Train Service Information in accordance with the terms of this Agreement. The Operators have nominated ATOC to act as their disclosed agent with full authority for the purpose of this Agreement. Accordingly, any obligations assumed by ATOC under this Agreement are assumed as agent for, and are binding upon, the Operators as principals;
- (b) The Agent has agreed to sell Rail Products and provide Train Service Information in accordance with the terms of this Agreement;
- (c) The Operators and the Agent have agreed with RSP that RSP will perform the obligations set out in this Agreement, particularly in respect of Clearance and Settlement pursuant to Annex G.

1 Authority to Provide Information and Sell Rail Products

1.1 With effect from the final date of signature of this Agreement (the “Effective Date”), the Agent shall, subject to the terms of this Agreement, be authorised as a non-exclusive agent of the Operators to:

- (a) provide information about:
 - the train services provided by the Operators as described in Part 1 of Annex B of this Agreement (“Train Service Information”); and
 - the types of rail products listed in Part 2 of Annex B of this Agreement (“Rail Products”);
- (b) sell Rail Products;

- (c) make train service seat bookings (“Reservations”) using the RSP National Reservations Service (“NRS”) which is made available by RSP under separate terms and conditions;
- (d) issue Rail Products; and
- (e) reimburse customers in respect of unused or partially used Rail Products, where a valid claim is made by said customers (“Refund”).

1.2 When the Agent sells a Rail Product pursuant to sub-Clause 1.1(b) above, the customer shall be entitled to elect:

- (a) to collect the Rail Product from another RSP approved party at an RSP approved location other than where the sale was made in which case the sale shall be deemed to be a ticket on departure Transaction (“ToD Transaction”); or
- (b) for the Rail Product to be sent by the Agent, to any United Kingdom address nominated by the customer, using the first class postal service provided by Royal Mail or an equivalent service provided by another mail carrier.
- (c) for the rail product to be issued in the form of electronic file, barcode or other image either sent to and stored on mobile devices, or any other RSP approved Remote Fulfilment method subject to:
 - the Rail Product is capable of Remote Fulfilment;
 - the Operator(s) for whose services the Rail Product is issued accept such method of Remote Fulfilment; and
 - the Agent’s TIS has been Accredited for such method of Remote Fulfilment.

“Remote Fulfilment” means with respect to the issue of Rail Products, the generation by the Agent of a reference number, electronic file or image, created and communicated in accordance with the ATOC Standard or RSP Standards advised to the Agent by RSP in writing in advance from time to time, which enables a customer to collect a Rail Product at a Collection Point or which is itself deemed to be a Rail Product. Such Remote Fulfilment methods include national Ticket on Departure, self-print ticketing and messages or images sent to and stored on mobile devices, and any other remote fulfilment methods as are advised to the Agent by ATOC or RSP from time to time in writing in advance.

“Transaction” means a single purchase event by a customer in which the customer purchases one or more Rail Products from the Agent. The purchase event may result in single or multiple fulfilment types, may consist of single or multiple Rail Products and each Rail Product may result in single or multiple fulfilment records being generated.

- 1.3 The authority granted to the Agent in Clause 1.1 above shall be subject to, and on the condition that, the activities described therein are carried out, on an impartial basis between the Operators, exclusively at the locations, and using the Internet sites listed in Annex C of this Agreement, (together the “Permitted Selling Locations” and the “Permitted Issuing Locations”) using a TIS which has been accredited by RSP (“Accredited TIS”).
- 1.4 For sales via the internet, Permitted Selling Locations shall consist of and be identified as specific websites/URLs, together with the relevant National Location Code (“NLC”). Such websites shall either be fully controlled by the Agent or operate under a Sub-Agent or White Label arrangement in accordance with the provisions of Clause 4 of this Agreement.
- 1.5 For telephone sales, Permitted Selling Locations shall be identified by the name and address of the telesales centre(s), together with the relevant NLC and all telephone numbers for public use e.g. Rail Product sales, post-sales enquiries, Refunds, customer service.
- 1.6 Permitted Issuing Locations shall be identified by the name and address of the ticket fulfilment centre and NLC.
- 1.7 Any changes to the Permitted Locations shall be subject to agreement between the Agent, ATOC and RSP.
- 1.8 When providing Train Service Information or selling Rail Products under this Agreement, the Agent shall at all times act fairly and impartially between Operators, and shall present such Train Service Information or Rail Products information in a factual, accurate and impartial manner. The Agent shall not use any data other than that supplied by RSP for carrying out the activities described in Clause 1.1 above.
- 1.9 The Agent is hereby licensed by RSP, to the extent necessary to perform its obligations under this Agreement, to use any trademarks or trade names owned by RSP comprising the names of Rail Products. Such licence shall terminate on expiry or earlier termination of this Agreement.
- 1.10 Where any person becomes a new Operator, the Agent and such person shall acquire such rights and obligations with respect to each other as they would have had if they had entered into this Agreement at the Effective Date.
- 1.11 The Agent shall do nothing that may jeopardise the safe and efficient operation of the railway or bring the reputation of the rail industry, the Operators or any Operator into disrepute.
- 1.12 The Agent shall not in any way advertise or otherwise represent itself as:
- (i) an Operator, an ATOC constituent company or any person other than itself; or

- (ii) the sole or official website, telesales service or retail premises for the sale of Rail products or the provision of Train Service Information in respect of train services provided by the Operators.

- 1.13 The Agent shall not undertake advertising, promotional or commercial activities which are misleading, inaccurate or may amount to a misrepresentation.
- 1.14 The Agent shall ensure that its website enables users to view the National Rail Conditions of Carriage at the time of purchase of any Rail Product.
- 1.15 The Agent shall ensure that it procures sufficient and suitably qualified resources to manage its retailing, customer service and post-sales functions and shall comply with any appropriate ATOC Retailing Standards.

2 Remuneration

- 2.1 The Agent shall receive the following sales commission in respect of the Price (as defined in Clauses 3.1 and 3.2 below) of Rail Products sold under this Agreement:
 - (a) 5% for public internet sales, including any sales made through Operator white label internet sites;
 - (b) 9.0% for public telephone sales, subject to a dedicated NLC being in operation for the Agent's public telephone sales; and
 - (c) 3.0% for sales generated as a result of specific agreements with corporate customers, Travel Management Companies ("TMCs") or Travel Agents.
- 2.2 sales commission rates shown in 2.1 shall be valid from the duration of the licence as defined in clause 9, Term.
- 2.3 When a Rail Product is sold, the Agent may make a reasonable charge for the services provided or any ancillary services, but shall ensure that such charges are separate and distinct from the Price referred to in Clauses 3.1 and 3.2 below and shown as such to the customer.

3 Rules Governing the Sale of Rail Products

- 3.1 The Agent shall not sell a Rail Product for an amount greater than that notified by RSP from time to time (the "Price") including any applicable VAT, less any discount applicable for a child or holder of a card ("Discount Card"), issued by ATOC or one or more of the Operators, as evidence of entitlement of such a discount.
- 3.2 The Agent may sell a Rail Product for less than the Price, but the amount for which it shall account to RSP in respect of such sale shall be equal to the Price less any discount applicable for a child or holder of a Discount Card.
- 3.3 When a Rail Product is sold, the Agent shall ensure that:
 - (a) a ticket or Discount Card conforming with the relevant ATOC or RSP standards is issued to the customer; unless

- (b) where the sale is a ToD Transaction, the Agent shall comply with the requirements set out in Annex J of this Agreement (“Ticket on Departure (“ToD”)) and any standards relating to ToD Transactions which are notified to the Agent by ATOC or RSP from time to time.
 - (c) Where the Agent issues Barcodes the Agent shall comply with any standards relating to ToD Transactions which are notified to the Agent by ATOC or RSP from time to time.
- 3.4 The Agent shall be responsible for all costs relating to or arising under this Agreement including but not limited to:
- (a) the procurement and operation of a TIS that conforms with RSP’s accreditation requirements pursuant to Clause 1.3 above;
 - (b) the procurement of ticket stock that conforms with the relevant RSP standard pursuant to sub-Clause 3.3(a) above;
 - (c) the postage and packing required to issue and post out Rail Product sales pursuant to sub-Clause 1.2(b) above;
 - (d) ToD charges;
 - (e) the replacement of tickets issued by the Agent and loss in transit to the customer; and
 - (f) any exceptional charges raised by Operators for the replacement of tickets and;
 - (g) Barcode Fulfilment Charges, if applicable.
- 3.5 The Agent shall Refund the Price of a Rail Product if required, subject to any restrictions specified in the National Rail Conditions of Carriage or the terms and conditions of the Rail Product. The Agent may charge a Refund administration fee, not exceeding £10, unless the claim is made as a consequence of a fault by the Agent or an Operator, in which case no fee may be charged.
- 3.6 The Agent shall sell all Rail Products under this Agreement in accordance with and subject to the National Rail Conditions of Carriage, National Rail byelaws and any other specific terms and conditions concerning the Rail Product, and the Agent shall make the customer aware of these at the time of purchase.
- 3.7 The Agent is not authorised to make Refunds in respect of Rail Products which have been lost or stolen.
- 3.8 The Agent shall keep secure all Rail Product ticket stock and shall ensure that no employee or other person who is not authorised by the Agent to use such Rail Product ticket stock has access to it. The Agent shall promptly notify RSP and the police of the loss or theft of any Rail Product ticket stock supplied to it and shall comply with any instructions and procedures notified to the Agent by RSP from time to time regarding their custody and use.

3.9 Notwithstanding Clause 3.8 above, in respect of the custody and use of the Rail Product ticket stock the Agent shall adopt control policies and objectives for the sale of Rail Products in accordance with RSP's control requirements notified to the Agent from time to time.

4 Sub-Agents, White Labels and Affiliates

4.1 Subject to and in accordance with the provisions of this Clause 4 the Agent may:

4.1.1 with the prior written consent of ATOC and RSP (such consent not to be unreasonably withheld or delayed) license third parties in order to provide Train Service Information and sell through additional retailers the Rail Products the Agent is authorised to sell under this Agreement ("Sub-Agents");

4.1.2 with the prior written consent of ATOC and RSP (such consent not to be unreasonably withheld or delayed) enter into agreements with third parties whereby such third parties may use a customised version of the Agent's Internet Site to provide Train Service Information and sell Rail Products ("White Labels"); and

4.1.3 appoint third parties whose services the Agent may use as a referral mechanism only to advertise the existence of, or provide links to, the Agent's Internet Site ("Affiliates").

4.2 For the avoidance of doubt the Affiliates referred to in Sub-Clause 4.1.3 shall have no authority under this Agreement to sell or issue Rail Products and/or provide Train Service Information and must not imply in any way that they are the Agent, or that they have the authority to sell or issue Rail Products and /or provide Train Service Information under this Agreement.

4.3 The Agent shall provide ATOC with no less than 28 days written notice of a proposal to appoint a Sub-Agent or enter into an agreement with a White Label. Upon receipt of the Agent's proposal ATOC shall notify the Agent as to whether or not it consents to the appointment of the Sub-Agent or agreement with the White Label. If consent has not been refused by ATOC within 28 days, consent shall be deemed to have been given. Any such application will be confidential to ATOC and the Agent.

I. Where the Agent wishes to apply to accredit a Sub-Agent through the delegated authority process, then the Agent must follow any agreed RSP process covering Delegated Accreditation

4.4 The Agent shall upon request from ATOC and/or RSP provide ATOC and/or RSP (as the case may be) with details of all Affiliates appointed pursuant to this Clause 4.

4.5 The Agent shall ensure that any and all Sub-Agents and White Labels are subject to and comply with at all times the relevant provisions of this Agreement as if such Sub-Agents and White Labels were a party to the Agreement.

- 4.6 The Agent shall remunerate such Sub-Agents, White Labels and Affiliates at its own cost and expense and ATOC or RSP shall have no liability in such respect, nor shall the Agent represent to any Sub-Agent or White Label that ATOC or RSP has any such liability.
- 4.7 The Agent is liable for the settlement to RSP of all sales and ToD sales made by any of its appointed Sub-Agents and White Labels, as well as being liable for any ToD Services or ToD Fulfilment Charges which are incurred by its Sub-Agents and White Labels.
- “ToD Fulfilment Charge” means the fee charged by RSP to the Agent in respect of a Transaction fulfilled to TOD as detailed in Paragraph J3 of Annex J of this Agreement.
- 4.8 The Agent shall within 3 days of becoming aware of a failure by a Sub-Agent and/or White Label as the case may be, to comply with the provisions of Clause 4.5 notify ATOC and RSP in writing:
- (i) providing details and the extent of such failure; and
 - (ii) the course of action it proposes to take to remedy such failure, such remedy to be effective within the period of time agreed between the Agent and ATOC and/or RSP.
- 4.9 In determining the course of action necessary the Agent shall take into account any proposals made by ATOC and/or RSP.
- 4.10 Where ATOC and/or RSP notifies the Agent of a failure by a Sub-Agent or a White Label to comply with the provisions of Clause 4.5, the Agent shall take such course of action as the Agent, RSP and/or ATOC may agree to remedy such failure within an agreed period of time.
- 4.11 If any failure by a Sub-Agent or a White Label is not remedied within the agreed period of time, the Agent shall terminate its agreement with the Sub-Agent or White Label (as the case may be).
- 4.12 Notwithstanding the foregoing of this Clause 4 and any other provision of this Agreement the Agent shall be responsible for all acts and omissions of any Sub-Agent and White Label appointed by it as though such acts and omissions were those of the Agent and the Agent’s obligations under this Agreement shall not be in any way affected or reduced as a consequence of any Sub-Agent or White Label appointed hereunder.
- 4.13 Any failure to terminate a Sub-Agent or White Label under 4.10 or a failure by a Sub-Agent, a White Label or an Affiliate under this Clause 4 or for the avoidance of doubt any act or omission by any of them that in the reasonable opinion of ATOC may or does cause damage to the reputation of the rail industry shall entitle ATOC and/or RSP to terminate the Agreement under Clause 9 of this Agreement and shall constitute a material breach by the Agent.

5 RSP Service Charges

5.1 The Agent shall pay RSP the charges listed in Annex E of this Agreement (“RSP Service Charges”) in each RSP accounting period (“Settlement Period”), and these may be included in the calculation of the (“Settlement Amount”) as defined in Paragraph G16.2 of Annex G of this Agreement (“Clearance & Settlement Procedure”), or collected separately by RSP as part of one of the weekly payment runs.

6 Provision of Data by RSP

6.1 RSP shall use its reasonable endeavours to provide the Agent with data relating to Train Service Information and Rail Products (“RSP Data”), on its standard terms and conditions.

7 Inspection and Audit

7.1 Notwithstanding its rights of inspection in other parts of this Agreement RSP shall have the following rights of inspection and audit in respect of the Agent’s sale, issue and Refund of Rail Products (including ToD Transactions) under this Agreement:

(i) If at any time RSP believes that the Agent has made an error of more than £10,000 in the sums it is required to settle to RSP under this Agreement, the Agent shall at its own cost and without undue delay instruct an independent auditor to investigate such error and produce a report of its findings and the Agent shall supply RSP with a copy of such report within ten (10) business days of its issue.

(ii) If the auditor’s investigation concludes or indicates that the Agent did not have an error, or did have an error in the sums it is required to settle to RSP under this Agreement and that such error did not exceed £10,000 RSP shall reimburse the Agent in the sum of the proven fee charged by the independent auditor.

(iii) Upon notification by the Agent of any error pursuant to sub-Clause 6(a) above RSP shall instruct the Agent as what action it should take in order to correct such error and the Agent shall carry out such action in accordance with RSP’s reasonable instructions. The Agent shall be responsible for the cost of remedying such error.

7.2 The Agent shall permit RSP or anyone authorised by it, on reasonable notice, to observe the Agent’s systems for the sale or issue of Rail Products and the making of Rail Product Refunds and to inspect any records, site or sites, the Agent’s TIS or other property that RSP or anyone so authorised reasonably requires to inspect so as to verify that the Agent has performed and is capable of performing its obligations under this Agreement.

7.3 The Agent shall give every reasonable assistance to RSP and anyone so authorised, and shall comply with all their reasonable requests, including a request to take copies or extracts from the Agent’s records.

- 7.4 The Agent shall undertake at least once each year an internal audit of its compliance with its obligations to RSP under this Agreement and submit to RSP a self certification statement(s) in accordance with Annex L of this Agreement (“Self-Certification Template”). In respect of any failure by the Agent to comply with its obligations under this Agreement, the Agent shall include in that statement details of such failures or errors which exceed £10,000 and actual or proposed (with reasonable timeframes where necessary) actions necessary for ensuring compliance. The Agent shall supply to RSP a copy of the self-certification statement within five (5) business days of completion of the audit.
- 7.5 Notwithstanding any of the foregoing provisions in this Clause 7, the Agent shall monitor on a regular basis its systems for the sale, issue or Refund of Rail Products under this Agreement and shall notify RSP immediately upon becoming aware of any breaches of this Agreement.

8 Settlement and Security

- 8.1 The Agent shall comply with the provisions of Annex G of this Agreement in respect of the settlement of monies due to Operators from the sale, issue or Refund of Rail Products under this Agreement. In respect of dates and times for the settlement of all sums due to Operators under this Agreement, time shall be of the essence.
- 8.2 RSP shall require the Agent to obtain, and keep renewed, a financial guarantee, incremental interim payments over the “Interim Payments” (as defined in G14.1 of Annex G of this Agreement), on account payments held by RSP or other form of security or a combination thereof (“Security”) for the purposes of securing the payment of all monies which the Agent may become liable to pay to RSP under this Agreement. Such Security shall be upon such terms and with such persons as RSP may reasonably approve. The Agent shall deliver such Security to RSP and at the request of RSP shall also deliver to it from time to time such evidence as RSP may require that the Security remains in full force and effect. The amount of the Security shall be reviewed in each Settlement Period by RSP and may be increased or reduced at RSP’s sole discretion and in line with Clause 8.3 below.
- 8.3 The amount of the Security to satisfy Clause 8.2 above shall be an amount equal to the total indebtedness of the Agent on the 7th calendar day following the date on which the Agent should have paid the Settlement Amount for the previous Settlement Period, in respect of the locations (“National Location Codes”) and Rail Products covered by this Agreement. The initial value of the Security required by this Agreement is specified in Clause 8.4 below.
- 8.4 The Agent shall provide RSP with initial Security in the amount of £XXXXX (amount in words pounds, Sterling) in the form shown in Annex H of this Agreement (“Bond Template”) in respect of payments due to RSP pursuant to Clause 8.1 above.
- 8.5 In the event that the Agent is unable to pay RSP what is owed to RSP at the time which it is requested by RSP, then the Agent shall forfeit either some or all of the Security referred to in Clause 8.3 above. For the avoidance of doubt, such forfeited amounts shall be applied against the amounts owed to RSP at the time.

9 Term

- 9.1 This Agreement shall commence on the Effective Date and continue in force, subject to Clause 10 below, until **DATE 2020**, or earlier if superseded before that date by a Third Party Investor Licence ("Term").

10 Termination

- 10.1 This Agreement may be terminated by the Agent at any time upon ten (10) business days notice in writing to ATOC and RSP.
- 10.2 This Agreement may be terminated with immediate effect by either ATOC or RSP if the Agent breaches any of its obligations under this Agreement and such breach continues for a period of ten (10) business days.
- 10.3 This Agreement shall automatically terminate upon the Parties entering into a Third Party Licence and the provisions of this Agreement, where applicable, shall be superseded by the provisions of that Third Party Licence.
- 10.4 ATOC or RSP may terminate this Agreement with immediate effect where:
- (a) the Agent is unable to pay its debts (within the meaning of Section 123 (1) or (2) of the Insolvency Act 1986 (construed without the reference to "appears to the Court that")) or has any voluntary arrangement proposed in relation to it under Section 1 of that Act or enters into any scheme or arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been agreed in writing between the parties, agreement not to be unreasonably withheld);
 - (b) the Agent has a receiver (which expression shall include an administrative receiver within the meaning of Section 251 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed;
 - (c) the Agent goes into administration;
 - (d) the Agent suffers the passing of any resolution for its winding-up;
 - (e) the Agent becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction;
 - (f) the Agent has supplied false or misleading information or committed any act of fraud; or
 - (g) In breach of Clause 1.11, the Agent has brought the rail industry, an Operator or Operators into disrepute or has jeopardised the safe and efficient operation of the railway.
- 10.5 The Agent shall be liable for any reasonable costs incurred by ATOC or RSP arising from the termination of this Agreement by any of the Parties.

11 Rights and Obligations upon Termination of this Agreement

11.1 Immediately upon termination of this agreement:

- (i) the Agent shall as required by ATOC or RSP return, at the Agent's cost, to ATOC or RSP any materials, including ticket and other Rail Product stock supplied to it under this Agreement and further shall immediately cease using the ATOC Accreditation Mark unless otherwise authorised or permitted to do so under any other agreement or licence;
- (ii) RSP may disable the Agent's TIS and the Agent shall allow RSP and/or their agents immediate access to its TIS and any RSP data stored thereon, for such purpose, save in the circumstances that such TIS is used under any other retail licences;
- (iii) the Agent shall not provide any Train Service Information or sell or issue any Rail Products or hold itself out as having any authority to sell or issue any such Rail Product or inform any customer or potential customer on matters relating to such Rail Products or Refunds or hold itself out as having any authority to so inform any customer or potential customer in respect of any Rail Products under this Agreement; and
- (iv) all and any licences and permissions granted to the Agent, whether expressly or implicitly, under this Agreement shall automatically terminate.

11.2 After expiry or termination of this Agreement the Agent shall continue to be liable to make Refunds in relation to any Rail Products sold under this Agreement prior to expiry or termination.

11.3 ATOC and/or RSP shall defer carrying out such actions under this Clause 11 as are necessary to enable the Agent to carry out such obligations in respect of Clause 11.2 provided that the Agent shall not pursue other activities under this Agreement during such period.

12 Liability

12.1 The Agent shall be responsible for and shall indemnify the Operators, acting either individually or collectively through ATOC, and RSP from and against any liability, loss, claim or expense which they may incur as a result of the Agent's failure to perform any of its obligations under this Agreement. Data Protection Legislation, Disability Discrimination Act and Other Statutory Provisions

12.2 The Agent shall in connection with its obligations under this Agreement comply with all statutory provisions relating to the subject matter of this Agreement including but not limited to the Data Protection Legislation and Disability Discrimination Act.

13 Confidentiality

13.1 The Parties shall treat any information received under or in connection with this Agreement as confidential and shall not disclose such information to any other person unless specifically authorised or explicitly required under the terms of this Agreement or statutory provision or other lawful authority.

14 Third Party Licence

- 14.1 This Agreement is intended to be limited in term and replaced by a Third Party Licence by the end of the Term, subject to agreement by the Parties of a Third Party Licence.
- 14.2 In the event that the Parties are unable to proceed to a Third Party Licence before the end of the Term, ATOC and RSP may, at their sole discretion, extend this Agreement for a strictly limited period of time.
- 14.3 Nothing in this Agreement shall prejudice the terms of any Third Party Licence that the Parties may eventually enter into and nor shall any provision of this Agreement oblige the Parties to enter into such Third Party Licence. In the event that the Parties fail to enter into a Third Party Licence neither ATOC, the Operators or RSP shall have any liability to the Agent in respect of any costs or expenses incurred howsoever arising by it as a consequence of this Agreement or in pursuance of a Third Party Licence.

15 Assignment and Subcontracting

- 15.1 The Agent shall not without the consent of ATOC and RSP subcontract the Agreement or any of its rights or obligations. Any such consent shall not release the Agent from its obligations under this Agreement. The Agent shall remunerate such subcontractors at its own cost and ATOC shall have no liability in such respect.
- 15.2 For the purposes of this Clause 16 ATOC and RSP hereby consent to the Agent appointing the nominated subcontractors in the capacity set out in Annex C of this Agreement.

16 Law and Jurisdiction

- 16.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with English law and each of the Parties irrevocably submits to the exclusive jurisdiction of the English courts.

17 Dispute Resolution Process

- 17.1 Any dispute between the Parties arising out of, or relating to, this Agreement will be dealt with in accordance with this Dispute Resolution Procedure.
- 17.2 Where a dispute arises, in the first instance a member of the Rail Delivery Group Customer Board and a Director of the Agent will attempt to resolve the dispute. The duration of this initial phase will be agreed by the Parties but should not normally exceed 20 business days.
- 17.3 If the Parties have not been able to resolve the dispute within the agreed timeframe, the Parties may agree to attempt to resolve it by mediation in accordance with the Centre for Effective Dispute Resolution, (CEDR) Model Mediation Procedure
- 17.4 Depending on the outcome of the mediation process, the Parties may (among other options) either reach agreement, request the mediator to make a recommendation,

withdraw from the process or opt for further action, which may include both Parties submitting to binding arbitration

- 17.5 The duty to resolve disputes under this Clause through the Dispute Resolution Procedure is without prejudice to the right of either Party to exercise any right or avail itself of any remedy under this Agreement without first instigating this resolution process or, where it has been invoked, without waiting for it to reach a final conclusion.

18 Data Protection

- 18.1. Each of the parties warrants to each of the other parties that in respect of any Customer Personal Data which it holds or processes pursuant to this Agreement:
- (a) it has duly made all necessary notifications of its particulars (including, without prejudice, the purposes for which such data is held), sources and intended disclosures to the Information Commissioner's Office in accordance with the provisions of the Data Protection Legislation and will supply on request to the other parties a copy of such notifications together with any amended particulars that may be filed from time to time;
 - (b) it complies and will continue to comply with the provisions of the Data Protection Legislation in relation to Customer Personal Data processed on behalf of the Customer;
 - (c) (in respect only of the Agent) its data protection notification contemplates it providing to the Operators, RSP and ATOC or their duly authorised agent(s), Customer Personal Data in relation to the Rail Products and Train Service Information and in relation to the Agent's obligations under Annex N;
 - (d) it will co-operate fully with each of the Agent, Operators, RSP and ATOC (as the case may be) in complying with any subject access request and in dealing with any investigation carried out by the Information Commissioner; and
 - (e) it will co-operate fully with each of the Agent, Operators, RSP and ATOC (as the case may be) in the making of their respective notifications under the Data Protection Legislation and in the making of any change to any part of such registrations in relation to the operation of this Agreement.
 - (f) It will continue to make any payments, and comply with any requirements of the Information Commissioner's Office, necessary to enable it to continue processing Customer Personal Data in accordance with the Data Protection Legislation.

ANNEX A OPERATORS

1. Abellio Greater Anglia Limited
2. Abellio Scotrail Limited
3. Arriva Trains Wales/Trenau Arriva Cymru Limited
4. Crossrail Limited
5. Trenitalia c2c Limited
6. East Coast Main Line Company Limited
7. East Midlands Trains Limited
8. Govia Thameslink Railway Limited
9. Great Western Railway Limited
10. TransPennine Express Limited
11. Grand Central Railway Company Limited
12. Hull Trains Company Limited
13. London & Birmingham Railway Limited
14. London & South Eastern Railway Limited
15. Arriva UK Trains Limited
16. Merseyrail Electrics 2002 Limited
17. Arriva Rail North Limited
18. Serco Caledonian Sleepers Limited
19. London and Southeastern Railway Limited
20. First MTR South Western Trains Limited
21. The Chiltern Railway Company Limited
22. West Coast Trains Limited
23. XC Trains Limited

ANNEX B PART 1 - TRAIN SERVICE INFORMATION

- B1 Train Service Information shall include:
- B1.1 All train departure and arrival times and connecting inter-modal connection times as shown in the National Rail Timetable, including details of emergency work and future planned alterations, which are included in the RSP Data;
 - B1.2 All variations to the National Rail Timetable or routes as may be shown in supplements to the National Rail Timetable and any other publication received by the Agent, which are included in the RSP Data;
 - B1.3 All Rail Product Prices contained in the RSP Data, published promotional Rail Product Prices (provided by ATOC) and routes as updated from time to time;
 - B1.4 Subject to Part 2 of this Annex B, all available types of Rail Products, related restrictions and applicable conditions of carriage for any journey as contained in the RSP Data;
 - B1.5 Details of special travelling needs as specified in the National Rail Conditions of Carriage. The Agent shall ensure that customers and prospective customers are advised that if assistance is required on a journey, this must be pre-arranged with the relevant Operator;
 - B1.6 The Agent shall ensure that customers and prospective customers are advised that when booking journeys involving travel on sleeper services, Reservations are compulsory on such services; and
 - B1.7 Details of the availability of Rail Product Refunds.
 - B1.8 The Agent shall use all reasonable endeavours to provide directly the information contained in Part 1 of this Annex B or with ATOC's express written agreement and at its sole discretion, the Agent may be permitted to provide access to an alternative ATOC approved source of the information. For the avoidance of doubt this could include the provision of a telephone number or internet hyperlink to the alternative approved source.
 - B1.9 The Agent shall ensure that all data referred to in Paragraphs B1.1 to B1.7 of Part 1 of this Annex B, is displayed, issued or communicated correctly and accurately to the customer or prospective customer.

ANNEX B PART 2 - RAIL PRODUCTS AUTHORISED FOR SALE

The Rail Products which the Agent is authorised to sell under this Agreement shall consist of those meeting the criteria in Paragraph B2 (a) to (e) of Part 2 of this Annex B and, at the Agent's discretion, those meeting the criteria in Paragraph B3 (a) to (d) of Part 2 of this Annex B.

B2 RAIL PRODUCTS AGENT IS OBLIGED TO SELL

- (a) All Rail Products with a Price of £10.00 or more for which the relevant data has been supplied by RSP pursuant to Clause 5.1 of this Agreement, unless the Rail Products are specified in Paragraphs B3 and B4 of Part 2 of this Annex B;
- (b) all other Rail Products for which the Price is specified in the Fares and Retail Publications Portal (FRPP) which is in force and has been supplied to the Agent by ATOC;
- (c) Reservations relating to Rail Products in accordance with B5;
- (d) Rail Products using Discount Cards, specifically; 16-25, 26-30, Friends & Family Railcard, Senior Railcard, HM Forces Railcard, Disabled Persons Railcard, Two Together Railcard and Network Railcard;
- (e) changes to a Rail Product sold or issued under this Agreement, in accordance with the rules of such Rail Product, but not including excess fares or upgrades; and
- (f) such other Rail Products which may be settled through the services of RSP, as ATOC may notify to the Agent from time to time.

B3 RAIL PRODUCTS WHICH AGENT IS NOT OBLIGED TO SELL

- (a) excess fares;
- (b) upgrades;
- (c) Rail Products (including mandatory Reservations) for travel on sleeper services;
- (d) Discount Cards (excluding the Disabled Persons and HM Forces Railcard); specifically: 16-25 Railcard, Friends & Family Railcard, Senior Railcard, Network Railcard, Two Together Railcard and
- (e) integrated Rail Products, where they contain elements which are not zero rated for VAT.

B4 RAIL PRODUCTS WHICH AGENT IS NOT AUTHORISED TO SELL

The Agent has no authority under this Agreement to sell any of the following:

- (a) Rail Products purchased with the benefit of a railways staff privilege card;
- (b) the Disabled Persons and HM Forces Discount Cards;
- (c) season ticket Rail Products; and
- (d) inclusive tour Rail Products.

B5 RESERVATIONS

- (a) The Agent shall comply with any condition of sale of a Rail Product which requires a Reservation;
- (b) Reservations for other types of Rail Product may be made by the Agent if requested by the customer and subject to availability; and
- (b) For any journeys involving sleeper services, customers or prospective customers shall be advised by the Agent that Reservations are compulsory on such services.

ANNEX C PERMITTED LOCATIONS

The Permitted Selling Locations

The Agent must provide site details (URLs and Telephone Numbers) and National Location Codes for all Approved Methods of Retailing types.

Approved Methods of Retailing	Site details (URLs and Telephone Numbers)	National Location Codes
Public internet site	TBA by AGENT	TBA by ATOC
Corporate Retailing	TBA by AGENT	TBA by ATOC
Telesales Centre	TBA by AGENT	TBA by ATOC
Mobile Retailing	TBA by AGENT	TBA by ATOC
Other	TBA by AGENT	TBA by ATOC

Issuing Locations

The Agent must provide site details (URLs, Telephone Numbers etc.) and National Location Codes for all Issuing Locations under that Agents control.

Issuing Location	Site details (URLs and Telephone Numbers, Address and Location)	National Location Codes
Site name	TBA by AGENT	TBA by ATOC
Site name	TBA by AGENT	TBA by ATOC
Site name	TBA by AGENT	TBA by ATOC

Sites operating under other ATOC, Operator or other licenses or arrangements

The Agent must provide site details (URLs and Telephone Numbers etc.) and National Location Codes for Sites operating under other ATOC, Operator or other licenses or arrangements

Site name	Details of agreement operating under	Site details (URLs and Telephone Numbers, Address and Location)	National Location Codes
Site name	TBA by AGENT	TBA by AGENT	TBA by ATOC
Site name	TBA by AGENT	TBA by AGENT	TBA by ATOC
Site name	TBA by AGENT	TBA by AGENT	TBA by ATOC
Site name	TBA by AGENT	TBA by AGENT	TBA by ATOC
Site name	TBA by AGENT	TBA by AGENT	TBA by ATOC

ANNEX D NOT USED

ANNEX E RSP SERVICE CHARGES

The RSP Service Charges shall be subject to an annual review at the end of each RSP financial year, by RSP who shall vary these charges in accordance with changes to charges incurred by RSP and changes to RSP Services. RSP shall, following each annual review, advise the Agent of the fixed RSP Service Charges which the Agent shall pay each Settlement Period during the RSP financial year. RSP shall also, following each Settlement Period, advise the Agent of the variable RSP Service Charges which the Agent shall pay each Settlement Period during the RSP financial year.

The RSP Service Charges may only be varied during the course of a RSP financial year if they are varied on an industry-wide basis following a change agreed by the Operators. For the purposes of this Annex the following terms shall have the following meanings:

‘Industry Earnings’ means the aggregate value of any earnings due to Operators plus any Agent’s Fees due to Third Party Investor Licence holders, as shown in Lennon for the same period of time.

‘Industry Issues’ means the aggregate number of any ticket issues made by Operators plus any ticket issues made by Third Party Investor Licence holders, as shown in Lennon for the same period of time.

‘Industry Sales’ means the aggregate number of any sales made by Operators plus any sales made by Third Party Investor Licence holders, as shown in Lennon for the same period of time.

Service	Type of Charge	Charging Mechanism
Lennon Service	Fixed Periodic Charge	A combination of 50% of Agent’s percentage of industry earnings and 50% of Agent’s percentage of industry issues for previous financial year
National Reservation Service	Fixed Periodic Charge	Calculated using the following formula for the previous financial year: <ul style="list-style-type: none"> • 50% net NRS enquiries • 30% Carrier Reservations • 10% Number of Services • 10% Decision Support System Usage
Passenger Assist	Fixed Periodic Charge	Agent’s percentage of industry earnings for previous RSP financial year
Warrants	Variable Periodic Charge	Agent’s percentage of industry paper warrants processed in the previous Period
FasTIS + Oyster	Fixed Periodic Charge	Price per machine
Telecom Recovery	Variable Periodic Charge	Cost of ad hoc work undertaken over that provided as standard

TIS Accreditation Service	Variable Periodic Charge	RSP Accreditation Day Rate (subject to separate accreditation agreement)
RSP Test Service	Fixed Periodic Charge	Fixed industry wide charge
Live Sales Management	Variable Periodic Charge	Agent's percentage of industry ToD sales transactions for the previous period
Product Management Service	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year
Data Transformation & Distribution Service	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year
Routeing Guide Service	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year
RSP Ltd Central Charges	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year
Lennon Service Amortisation	Fixed Periodic Charge	A combination of 50% of Agent's percentage of industry earnings and 50% of Agent's percentage of industry issues for previous financial year
National Reservation Service Amortisation	Fixed Periodic Charge	Calculated using the following formula for the previous financial year: <ul style="list-style-type: none"> • 50% net NRS enquiries • 30% Carrier Reservations • 10% Number of Services • 10% Decision Support System Usage
Live Sales Management Amortisation	Variable Periodic Charge	Agent's percentage of industry ToD sales transactions for the previous period
Product Management Service Amortisation	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year

ANNEX F SETTLEMENT PERIODS & PAYMENT DATES

On or before the 31 January each year, RSP shall determine the Settlement Periods and Payment Dates for the following financial year commencing 1 April and 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.

ANNEX G CLEARANCE & SETTLEMENT PROCEDURE

G1 General

The following shall be cleared and settled under this Agreement through the systems operated by RSP:

- G1.1 Rail Products sold or issued by the Agent;
- G1.2 Refunds made by the Agent in respect of Rail Products; and
- G1.3 ToD Fulfilment Charges, as described in Paragraph J3 of Annex J of this Agreement.

G2 Provision of Information by the Agent

G2.1 During each Settlement Period the Agent shall provide to RSP the information referred to in Paragraphs G3 to G7 of this Annex G in respect of all Rail Products sold, issued or Refunded by it during that Settlement Period. All such information shall be provided:

G2.1.1 Electronically in accordance with the Approval Certificate of any Approved TIS used by the Agent to sell or issue Rail Products and Refunds under this Agreement;

G2.1.2 In such other format as may be specified by RSP from time to time.

G2.2 In each case the information shall be provided in accordance with the procedures as at the date of this Agreement, or at such times and in accordance with such procedures as RSP shall notify to the Agent from time to time, either generally or in any particular case, including any procedures that are intended to be used if it is impossible or impractical to provide the information in accordance with the procedures as at the date of this Agreement.

G3 Information about Non ToD Transactions

G3.1 The following information shall be provided by the Agent to RSP, in respect of each Rail Product which is sold or issued by the Agent under this Agreement, by the end of the business day after that Rail Product was sold or issued:

G3.1.1 the code, as supplied by RSP, for the location where the Rail Product was sold or issued;

G3.1.2 the date of sale or issue and the period of validity;

G3.1.3 the place at which the journey is to commence (unless validity is for journeys within a particular area in which case the area of validity should be stated);

- G3.1.4 the destination (unless validity is for journeys within a particular area, in which case the area of validity should be stated);
- G3.1.5 any requirements as to the route that must be taken or the Operators whose trains must or must not be used;
- G3.1.6 the class of accommodation;
- G3.1.7 the type of Rail Product;
- G3.1.8 the Price (including any applicable VAT) of the Rail Product;
- G3.1.9 if the rights and restrictions applicable to the Rail Product permit it to be sold only to a particular category of person, an indication of the category in question;
- G3.1.10 the amount of VAT charged, if any;
- G3.1.11 the value and type of any discount that has been applied to the Rail Product sold or issued in respect of any Discount Card or other authorised discount (e.g. child);
- G3.1.12 in respect of the TIS used to sell or issue the Rail Product, the number of that TIS; and
- G3.1.13 any other information relating to the sale or issue of such Rail Products which is required by RSP (other than personal data relating to the customer) from time to time.

G4 Information about ToD Transactions

G4.1 In addition to the information specified in sub-Paragraphs G3.1.1 to G3.1.13 of this Annex G, the Agent shall provide the following information in respect of each Rail Product which is sold or issued via a ToD Transaction under this Agreement, by the end of the business day after that Rail Product was sold or issued:

- G4.1.1 the CTR for the Rail Product(s) as supplied to the Agent's TIS by RSP; and
- G4.1.2 the name and address of the customer.

"CTR" means a Customer Transaction Record, as defined in RSP5040, and identified by a 16 character booking reference, consisting of an 8 character transaction reference and an 8 character journey reference. A single CTR is issued per Transaction fulfilled to TOD.

G5 Information about Discount Cards

G5.1 The following information shall be provided by the Agent to RSP in respect of each Discount Card which is issued by the Agent under this Agreement, by the end of the business day after that Discount Card was sold or issued:

G5.1.1 the code, as supplied by RSP, for the location where the Discount Card was issued;

G5.1.2 the date of issue;

G5.1.3 the type of Discount Card;

G5.1.4 the Price (including any applicable VAT) of the Discount Card;

G5.1.5 the amount of VAT charged, if any;

G5.1.6 in respect of the TIS used to issue the Discount Card, the number of that TIS;

G5.1.7 the name and contact details of the customer; and

G5.1.8 any other information relating to such Discount Card which is required by RSP (other than personal data of the customer) from time to time.

G6 Information about Reservations

G6.1 The following information shall be provided by the Agent to RSP in respect of each Reservation which is sold or issued, or each free Reservation which is made by the Agent under this Agreement, by the end of the business day after that Reservation was sold, issued or free Reservation made:

G6.1.1 the code, as supplied by RSP, for the location where the Reservation was sold, issued or made;

G6.1.2 the type of Reservation and the date on which the Reservation is valid;

G6.1.3 the departure time of the train service on which the Reservation is valid;

G6.1.4 the stations between which the Reservation is valid;

G6.1.5 the direction of travel of the service on which the Reservation is valid;

G6.1.6 the class of accommodation to which the Reservation relates;

G6.1.7 the Price (including any applicable VAT) of the Reservation;

- G6.1.8 the amount of any VAT charged;
- G6.1.9 the number of the TIS used to sell, issue or make the Reservation;
- G6.1.10 the name of the customer; and
- G6.1.11 any other information relating to such Reservation, which is required by RSP (other than personal data of the customer) from time to time.

G7 Information about Refunds

- G7.1 Where a Refund is made by the Agent in respect of an unused or partially used Rail Product, the Agent shall return to RSP or hold a scanned image of a cancelled ticket in support of said Refund.
- G7.2 The Agent shall provide to RSP the following information in respect of each Refund made by the Agent :
 - G7.2.1 the code, as supplied by RSP, for the location where the Refund was made;
 - G7.2.2 the date the Refund was made;
 - G7.2.3 the amount of the Refund before the deduction of any administration fees;
 - G7.2.4 the ticket in respect of which the Refund was made;
 - G7.2.5 the name and address of the person to whom the Refund was made;
 - G7.2.6 whether the person to whom the Refund was made was charged a administration fee and, if so, the amount of such administration fee (including applicable VAT);
 - G7.2.7 the net value of the Refund made; and
 - G7.2.8 any other information relating to such Refund which is required by RSP (other than personal data of the customer) from time to time.
- G7.3 The Agent shall provide the information referred to in Paragraph G7.2 above, within five (5) business days of the date on which the relevant Refund was made.

G8 Information Supplied Incorrectly

- G8.1 If any information provided to RSP by the Agent under Paragraphs G3 to G7 of this Annex G is incomplete, fails RSP validation, is provided in a different format or in accordance with a different procedure from that specified by RSP from time to time,

RSP shall have discretion as to whether or not to include such information in the settlement process (“Accept for Clearing”) for that Settlement Period. If RSP elects not to do so it shall notify the Agent accordingly of this decision within five (5) business days and also advise the Agent within ten (10) business days of any costs which the Agent shall have to pay in respect of correcting this information for resubmission to RSP, so that the relevant Rail Product(s) and/or Refund(s) can be Accepted for Clearing in the subsequent Settlement Period.

G9 Data Re-creation

- G9.1 If any information which the Agent is bound to provide under Paragraphs G3 to G7 of this Annex G is lost or destroyed before the relevant Rail Product and/or Refund information has been Accepted for Clearing or for any other reason it is impossible or impracticable for the Agent to provide the information, the Agent shall notify RSP accordingly as soon as reasonably practicable after such an event occurs.
- G9.2 RSP shall use its reasonable endeavours to obtain the missing information from any alternative sources available to it and, to the extent that it is unable to do so before the end of the Settlement Period to which the information relates, RSP may estimate the part of the missing information that it needs for such purposes and shall base such estimate on such relevant information as is available to RSP.
- G9.3 The Agent shall co-operate with RSP, and provide it with such further information as it reasonably requires, to enable RSP to obtain or estimate such missing information.
- G9.4 Any missing information which is obtained by RSP from an alternative source, or is estimated by it under this Paragraph G9.4 shall, for the purpose of this Annex G, be deemed to have been provided by the Agent in the absence of fraud or wilful default or manifest error by RSP.
- G9.5 RSP may charge a reasonable cost for the provision of data recreation services detailed in this section G9, unless such data recreation services were required as the result of an RSP error. These reasonable costs are payable to RSP on demand (or, in the event that VAT is applicable, within twenty (20) business days of provision to the Agent of an appropriate VAT invoice together with any applicable VAT).

G10 Time at Which Items are Accepted for Clearing

- G10.1 RSP may elect to treat any Rail Product or Refund in relation to which the information referred to in Paragraphs G3 to G7 of this Annex G was:

G10.1.1 received by it in a particular Settlement Period from the Agent, as having been Accepted for Clearing in the following Settlement Period in respect of the Refund process where RSP is subject to adverse conditions; or

G10.1.2 incomplete or supplied in a format or in accordance with a procedure which is different from that specified by RSP from time to time, as having been Accepted for Clearing in the Settlement Period in which such information is completed and provided to RSP in accordance with a procedure acceptable to RSP.

G11 Effect of Acceptance for Clearing

G11.1 Following the receipt by RSP of all the required information relating to a Rail Product or Refund and their Acceptance for Clearing, RSP shall take the amounts which are due to the Agent in respect of such Rail Product or Refund into account, in accordance with this Agreement for the purposes of determining the payments due from the Agent in respect of the Settlement Period in which the Rail Product or, as the case may be, Refund is Accepted for Clearing.

G12 Preservation of Information

G12.1 The Agent shall preserve the information specified in Paragraphs G3 to G7 of this Annex G in respect of every Rail Product it sells or issues and every Refund it makes. Such information shall be preserved in the case of Rail Products sold or issued using the the Agent's TIS or Refunds made in respect of such Rail Products until that information has been received by RSP and in all other cases for the duration of this Agreement or, as the case may be, Refund was made.

G12.2 RSP may from time to time request, and if so requested the Agent shall provide, any information (other than personal customer data) in the Agent's possession or control which relates to Rail Products sold, issued or of Refunds made by the Agent for the duration of this Agreement and in which the Operators or RSP have an interest.

G12.3 Where any of the information specified in Paragraphs G3 to G7 of this Annex G includes VAT information then the Agent shall preserve such information for a period of six (6) years or such other period as required by any law or regulation relating to VAT.

G13 Settlement of Revenues

G13.1 Paragraphs G13 to G17 of this Annex G relate to settlement of revenues arising under this Agreement as a result of Rail Products sold, or issued, or of Refunds made by the Agent which were Accepted for Clearing by RSP or of any other amounts payable by the Agent in that Settlement Period.

G14 Interim Payments

G14.1 Interim Payments are on account payments which are made by the Agent to RSP in lieu of the Final Settlement payment which the Agent shall make in respect of each

Settlement Period. During the term of this Agreement, RSP shall set the Interim Payment values for each Settlement Period and advise them to the Agent accordingly.

G15 Payment of the Interim Payment & Service Charges

G15.1 On each Interim Payment date the Agent shall pay to RSP the Interim Payment payable by the Agent on that date and any Service Charges which are due for payment by the Agent to RSP on any given Interim Payment date.

G16 Calculation of the Settlement Amount

G16.1 The Agent Settlement Amount for a Settlement Period shall be the amount as calculated in accordance with Paragraph G16.2 below.

G16.2 RSP shall in respect of each Settlement Period using the information supplied by the Agent and Accepted for Clearing by RSP under Paragraphs G3 to G7 of this Annex G calculate the Agent Settlement Amount as follows:

(a) the aggregate of the Price paid by the customer or, if higher, the Price specified by RSP, as reduced by any applicable discounts, for each Rail Product sold or issued by the Agent or on its behalf, and Accepted for Clearing by RSP, during that Settlement Period;

LESS

(b) the aggregate of the amounts of the Refunds made by the Agent or on its behalf, and Accepted for Clearing by RSP, during that Settlement Period (together with any applicable VAT);

LESS

(c) **AGENT'S** Commission;

PLUS

(d) any Service Charges due for payment by the Agent to RSP;

and PLUS

(e) the aggregate of any ToD Fulfilment Charges and any Barcode Fulfilment Charges due for payment by the Operators.

G17 Payment of the Settlement Amount

G17.1 Any amounts due from the Agent under this Agreement shall be paid by direct debit under a mandate granted to RSP over a pounds sterling account with a bank in the United Kingdom in such form as RSP may require from time to time.

G17.2 The Agent may not terminate or vary the terms of any such mandate that it grants to RSP without RSP's prior consent.

G17.3 The Agent shall pay to RSP the Settlement Amount less the Interim Payments, in respect of each relevant Settlement Period, on the relevant Final Settlement payment date as set out in Annex F of this Agreement ("Settlement Periods & Payment Dates").

G18 Liability to Pay Interest

G18.1 If the Agent fails to pay any amount payable by it pursuant to this Agreement when due, it shall pay interest on the amount outstanding in respect of that overdue sum for the period beginning on its due date and ending on the date of its receipt in cleared funds by RSP (both before and after any judgement) at a rate 4% per annum above the base rate published by the Royal Bank of Scotland plc, or as specified by RSP from time to time.

G18.2 Interest accrued under this Section G18 shall be payable on demand but, if not previously demanded, shall be payable on the last day of the Settlement Period in which the default occurred. If not paid when due, the interest shall be added to the overdue sum and shall itself bear interest accordingly.

G19 Disaster Recovery & Business Continuity

G19.1 The Agent shall ensure that in respect of all RSP data used by the Agent, it has adequate and sufficient disaster recovery and business continuity arrangements in place and that these are documented and available for inspection by ATOC and RSP. These arrangements shall also be tested annually in accordance with the Agent's documentation and a summary of the outcome of each test made available to ATOC and RSP within twenty (20) business days of the test being completed.

G20 Payment Card Industry Data Security Standard (PCIDSS)

G20.1 The Agent shall be expected to become compliant with PCIDSS at its 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 Agent liable to fines levied by the Payment Card Industry, which are outside the scope of this Agreement.

G21 Fraud Prevention

G21.1 The Agent shall 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 Agent 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 Agent and these should be considered.

G22 Liability of RSP

G22.1 RSP shall not be responsible for any loss, liability, cost, claim, action, demand or expense incurred by the Agent or any other person by reason of any act or omission of RSP or its employees, agents or delegates. The Agent shall not bring a claim against RSP in respect of such loss, liability, cost or expense unless such claim is in respect of the fraud, negligence or wilful default of RSP.

G23 Time Limits

G23.1 Where any obligation in this Agreement is required to be performed within a specified time limit that obligation shall be deemed to continue after that time limit if it is not complied with within the time limit.

G24 Payments Free and Clear of Set-Off

G24.1 Except as expressly required or permitted by this Agreement, all sums payable under this Agreement shall be paid free and clear of any deductions, withholdings, set-off or counterclaims except as required by law.

G25 Mandatory Variations

G25.1 "Mandatory Variation" means a variation which is required to this Agreement in order to implement changes falling into the following categories:

- (a) a regulatory or other change mandated by the Department for Transport, the Rail Regulator, a taxation or other governmental agency;
- (b) any change which is to be implemented on a non-discriminatory industry-wide basis; or
- (c) any change required to bring the Clearance and Settlement provisions of this Agreement in line with the latest version of this Agreement being issued to a subsequent the Agent.

G25.2 If ATOC and/or RSP introduce any Mandatory Variations, the Agent shall accept such changes and the Agent shall not be entitled to any payment or compensation in respect of such Mandatory Variations. However, the parties shall, to the extent reasonably

possible, seek to agree the most cost effective way and time of implementing such Mandatory Variation.

G26 National Reservations Service (NRS)

G26.1 RSP may from time to time request, and if so requested the Agent shall provide, any information or statistics in the Agent's possession or control which relates to their historic, current or projected future use of the National Reservations Service (NRS). Any such information or statistics requested, shall be provided by the Agent to RSP, within twenty (20) business days of any such request being made by RSP.

G27 Accreditation

G27.1 If at any time the Agent wishes to make changes or add functionality to its TIS, or any of its agents or sub-agents adds functionality that impacts on the TIS, then the Agent shall submit its proposals to RSP in the agreed format and in adherence with the processes and timescales as defined in the 'RSP TIS Accreditation Guide RSPA2000'.

G27.2 In order to minimise the risks to RSP systems and settlement during any Pilot, the Agent's proposal to make changes or add functionality to its TIS shall include a process which allows the Agent to be able to restrict retailing volumes through their TIS or have the ability to suspend public access to their TIS immediately, upon request from RSP, if a serious Accreditation Incident has been identified. 'Accreditation Incidents' and their severity are defined in the 'RSP TIS Accreditation Guide RSPA2000'.

G27.3 Any Accreditation Incidents which arise during Pilot shall be logged by RSP for resolution on an issue management system ("JIRA") to which the Agent shall have access. Failure to resolve such Accreditation Incidents within deadlines set by RSP may result in RSP requesting that public access to the Agent's TIS be restricted or suspended, until the Accreditation Incident can be closed. However, RSP may require the Agent to immediately suspend public access to their TIS, if a serious Accreditation Incident has been identified which has the potential to impact the accurate and timely delivery of RSP services to Operators and other third parties.

G27.4 The Agent shall provide such evidence as shall be requested by RSP that any Accreditation Incidents have been resolved, before RSP can close them on JIRA. RSP shall review all outstanding Accreditation Incidents at the end of any Pilot and the Agent's TIS shall only be allowed to exit Pilot once all outstanding Category 1 and Category 2 Accreditation Incidents have either been resolved by the Agent and closed by RSP on JIRA or have been downgraded by RSP on JIRA to Category 3 Accreditation Incidents.

ANNEX H NOT USED

ANNEX H BOND TEMPLATE

[On the Letterhead of the Issuing Bank]

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

DATE

WHEREAS:

AGENT LIMITED (the “**Agent**”) (Registered No: **XXXXX**) whose registered address is at **REGISTERED ADDRESS**, trading as **XXXX**

- A. Rail Settlement Plan Limited (“**RSP**”), Registered No. 3069042, whose registered address is at 200 Aldersgate Street, London EC1A 4HD has entered into a third party licence agreement (the “**Agreement**”) with **AGENT LIMITED** Registered No: **XXXXX** whose registered address is at **REGISTERED ADDRESS**
- B. The Agreement requires the provision of a bond (the “**Bond**”) in the amount of **£xxxxx (amount in words pounds, Sterling)** to guarantee payment by **AGENT LIMITED** of amounts due to RSP pursuant to the Agreement.

Accordingly, [**BOND ISSUER NAME**] (the “**Issuing Bank**”) (the “**Issuing Bank**”) hereby undertakes to pay RSP, within 3 business days of the receipt of an RSP issued demand (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 via fax and contains an authorised signature;
2. the Issuing Bank’s total aggregate liability hereunder shall not exceed [**£AMOUNT**];
3. the Issuing Bank’s total liability hereunder shall expire on the earlier of:
 - (i) 5pm (London time) on the [**DATE**]; or
 - (ii) the date on which this Bond is delivered to the Issuing Bank at:

[Fax Number 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 **AGENT LIMITED**;
 - (ii) any re-organisation, insolvency, liquidations, winding-up, receivership or other incapacity of **AGENT LIMITED**;
 - (iii) any variation of the terms of the Agreement; and

- (iv) any defences to **AGENT LIMITED**; 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 **AGENT LIMITED**;; 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,

[BOND ISSUER]
as Issuing Bank

Agreed and acknowledged:

For and on behalf of
Rail Settlement Plan Limited

ANNEX I BARCODE FULFILLMENT CHARGES**I1 Barcode Fulfilment Charge**

- I1.1 For each Barcode Ticket transaction carried out by the Agent, a Barcode Fulfilment Charge will be due from the Agent to RSP.
- I1.2 The Barcode Fulfilment Charge is calculated as a percentage of the transaction value ("**Barcode Fee Rate**"), subject to a minimum transaction value ("**collar**") and a maximum Barcode Fulfilment Charge ("**cap**"). Where the transaction value is less than £10, the Barcode Fee Rate will be 0%.
- I1.3 With effect from the Variation Date, the default basis for the Barcode Fulfilment Charge will be a collar of £10 with a Barcode Fee Rate of 0.35%, subject to a cap of £0.30 ("**0.35% Barcode Fee Rate**").

If the Agent wishes to switch from the 0.35% Barcode Fee Rate to a basis for the Barcode Fulfilment Charge where the collar is £15 with a Barcode Fee Rate of 0.41%, subject to a cap of £0.30 ("**0.41% Barcode Fee Rate**"), it shall deliver a written notice of its wish to switch to RSP no later than 1st December 2017. If such notice is deemed delivered by 1st December 2017, the 0.41% Barcode Fee Rate shall apply from the first day of the next Settlement Period, 10th December 2017. Where the transaction value is less than £15, the Barcode Fee Rate will be 0%.

If no such notice is deemed delivered by 1st December 2017, the 0.35% Barcode Fee Rate shall continue to apply.

Deemed delivery shall be in accordance with Clause 39.2.

- I1.4 Once per RSP year the Agent may change which Barcode Fee Rate is to apply. If the Agent wishes to change the Barcode Fee Rate, it shall give written notice to RSP at least one week before the end of a Settlement Period. RSP shall acknowledge such notice in writing. The revised Barcode Fee Rate shall then apply from 00:00 on the first day of the next Settlement Period.
- I1.5 The Barcode Fulfilment Charges are included in Agent Settlement Amount as calculated in Paragraph 13.7.

ANNEX J TICKET ON DEPARTURE (“ToD”)**J1 ToD Selling Obligations**

J1.1 When Rail Products are sold using ToD via a web based transaction by the Agent, they shall provide the customer with e-mail confirmation of the sale, and such confirmation shall comply with the requirements set out in Annex K of this Agreement (“ToD Email Confirmation”), subject to amendment by ATOC from time to time.

J2 ToD Fulfilment Charge

J2.1 For each unique CTR placed by the Agent, a ToD Fulfilment Charge will be due from the Agent to RSP, to be passed by RSP to the Operator which owns the TIS used by the customer to issue the Ticket(s) sold by the Agent.

J2.1A The ToD Fulfilment Charges for fulfilment at a self-service TIS and a ticket office TIS respectively shall be calculated on a variable basis as a percentage of the value of each separate CTR on RDG’s Live Sales Management database, subject to minimum and maximum fees where stated below.

J2.1B For ToD fulfilment at a self-service TIS, the following fee structure shall apply:

J2.1B.1 Subject to sub-paragraph J2.1B.3 below, a variable fee rate of 0.50% shall be due on all ToD fulfilment CTRs at a self-service TIS with a value at or above £15 per CTR.

J2.1B.2 For CTR values of less than £15, a fixed minimum fee of 7.5p per CTR shall be due.

J2.1B.3 For CTR values at or above £100, a fixed maximum fee of 50p per CTR shall be due.

J2.1C For ToD fulfilment at a ticket office TIS, the following fee structure shall apply:

J2.1C.1 Subject to sub-paragraph J2.1C.2 below, a variable fee rate of 3.66% of the CTR value shall be due on all ToD fulfilment CTRs at a ticket office TIS.

J2.1C.2 In the event that a customer uses a ticket office TIS for ToD fulfilment instead of a self-service TIS as a result of TVM Failure, the ticket office TIS ToD Fulfilment Charge set out at sub-paragraph J2.1C.1 above shall not apply, and the ToD Fulfilment charge due shall be calculated on the basis set out at paragraph J2.1B above for a self-service TIS instead.

“TVM Failure” means [to be agreed].

- J2.1D These charges are included in Agent Settlement Amount as calculated in Paragraph G16.2 above.
- J2.2 ToD Fulfilment Charges are only subject to change following formal Department for Transport approval and any change shall be advised to the Agent by the ATOC Representative.
- J2.3 In circumstances where the sales commission associated with an individual Rail Product sold via ToD falls below the value of the ToD Fulfilment Charge due to the Operator whose TIS has been used to fulfil said sale, then the ToD Fulfilment Charge shall be capped at the level of the sales commission due to the Agent.

J3 Inter Operator/Agent TIS Relationships

- J3.1 In order to participate in ToD, the TIS being used by the Agent to sell Rail Products must be specifically approved for that purpose by RSP and recognised by all other ToD Accredited TIS and vice versa. The Agent must ensure that it has appropriate arrangements in place in order that it can comply with all requests from RSP in respect of complying with RSP ToD Accreditation Standards.
- J3.2 The Agent shall be expected to update any items which it may use to ensure that its TIS can continue to be recognised by all ToD Accredited TIS, now and in the future. If any of these updates require further RSP accreditation, RSP shall not be liable for any of these accreditation costs or any costs associated with developing and implementing such changes.
- J3.3 If the Agent becomes non-compliant in respect of the RSP ToD Accreditation Standards, the Agent shall be in breach of Paragraph J4.1 of this Annex J and shall therefore have its ability to retail ToD withdrawn by RSP with immediate effect.

J4 ToD Interoperability Testing

- J4.1 In order to participate in ToD, the TIS being used by the Agent shall participate in certain testing activities required by RSP from time to time, in order to ensure that items such as new Rail Products being introduced into ToD do not cause interoperability problems between and/or with other ToD Accredited TIS.
- J4.2 The Agent shall ensure that it has appropriate arrangements in place in order that they can comply with all requests from RSP to support interoperability testing between ToD accredited TIS as required. RSP shall not be liable for any costs associated with such arrangements.

J5 ToD Code of Practice

J5.1 RSP has developed a ToD Code of Practice in order to ensure that all participants in ToD are aware of their obligations and that there are a common set of guidelines to follow. The Agent is required to make itself aware of the contents and comply with them at all times.

J6 AGENT'S Customer Helpdesk

J6.1 The Agent is required to provide a customer helpdesk to act as a single point of contact to handle all customer queries associated with the sale and collection of Rail Products sold by the Agent. The customer helpdesk shall be available as follows except for Christmas Day:

Monday – Friday	07.00hrs to 20.00hrs
Saturday - Sunday	08.00hrs to 18.00hrs
Bank Holidays	08.00hrs to 18.00hrs

ANNEX K ToD EMAIL CONFIRMATION

The format of the email confirmation sent to customers following a ToD Booking made by the Agent can be determined by the Agent; 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 Fare 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 Agent making the Booking – M & B
- Contact details and instructions for contacting Agent – M & B
- Reference to National Conditions of Carriage - M
- Conditions of issue i.e. Same Payment Card required for Collection – M & B
- Message: Please allow 20 minutes to collect your ticket at the station – M & B
- Message: This is not a travel ticket – M & B

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

ANNEX L SELF-CERTIFICATION TEMPLATE

1. Criteria and Standards

1.1 The Agent shall comply with the Agent Control Objectives as part of its obligations under the terms of this Agreement.

1.2 The Agent Control Objectives shall consist of the following three objectives together with their supporting control principles:

(a) Governance and Risk Management Objective:

The Agent has effective governance and risk management in place to ensure that its obligations under this Agreement are met.

(i) Control Principles:

Management should implement a risk management framework which ensures they are:

- Recognising and meeting their obligations under their ATOC licence;
- Governing through a control-based framework which identifies, monitors, manages, reports and reacts to strategic risk;
- Motivating staff to operate ethically and encouraging risk awareness; and
- Ensuring adequate disaster recovery and business continuity procedures are in place to help maintain operations at all times.

(b) Internal Control Environment Objective:

The Agent has an effective internal control environment including procedures in operation to manage its risks to ensure that its obligations under this Agreement are met.

(i) Control Principles:

Management should operate effective internal controls by:

- Authorising, controlling and recording all changes to their TIS and associated business processes;
- Retailing rail products through their TIS in accordance with the ATOC retail manuals ("The Manual") and relevant RSP instructions;
- Capturing data, processing and supplying RSP with information in a complete, accurate and secure manner in accordance with RSP procedures; and
- Managing contractors and suppliers effectively;

(c) Monitoring and Compliance Objective:

The Agent effectively monitors and reports the level of compliance with this Agreement and takes the necessary corrective action to ensure ongoing compliance.

(i) Control Principles:

Management should ensure and report compliance by:

- Operating an objective and timely audit/compliance function;
- Reporting fraud and potential losses affecting Rail Products;
- Implementing timely corrections where compliance is not achieved;
and
- Understanding and respecting sanctions

1.3 The Agent shall ensure that it has adequate and sufficient policies and procedures in place in order to comply with the the Agent Control Objectives.

2. Annual Letter of Assurance

2.1 The Agent shall provide RSP, on a date to be determined by RSP, with an annual letter of assurance, signed on behalf of the Agent's Board of Directors (the "Annual Letter of Assurance"). The Annual Letter of Assurance shall include the following:

- (a) that the Agent has designed, implemented and operated its own controls, objectives, policies and procedures in respect of compliance with this Agreement and that the Agent has met each of the Agent Control Objectives;
- (b) details of any material deficiencies by the Agent to the requirements of this Agreement or the Agent Control Objectives together with any mitigating action taken;
- (c) details of any material deficiencies, risks or areas of concern that are outside the control of the Agent (for example RSP or their service providers) which the Agent, having already factored them into the AGENT'S own consideration of materiality and risk, determine should be factored into RSP's own risk management model.

2.2 The Agent is required to produce a statement outlining how the directors have achieved compliance with this Agreement and the Agent Control Objectives, and this statement shall be known as the "Directors' Control Statement". RSP shall advise the Agent of the annual submission deadline for the "Directors' Control Statement" each calendar year.

2.3 The Agent shall also provide RSP with a set of audit procedures (to be known as the "Agent Audit Procedures"), by which it intends to provide objective verification of the assurances provided in both the Directors' Control Statement and the Annual Letter of

Assurance. RSP shall advise the Agent of the annual submission deadline for the “Directors’ Control Statement” each calendar year.

2.4 As part of the RSP Audit Strategy, RSP shall every year review the Agent’s performance under this Agreement and associated risk against the Agent Control Objectives by:

- (a) reviewing the Annual Letter of Assurance, Directors’ Control Statement and the Agent Audit Procedures;
- (b) determining and, if necessary, agreeing with the Agent that additional work may be necessary to the Agent Audit Procedures if, in the reasonable opinion of RSP, they are not considered to provide adequate assurance that the Agent does comply with the Licence and the Agreement and the Agent Control Objectives.

2.5 If pursuant to paragraph 2.4 above, RSP determines that neither the Directors’ Control Statement nor the Agent Audit Procedures provide adequate assurance then RSP shall reserve the right to carry out an audit of the Agent in order to provide the Ticketing and Settlement Scheme Council and the directors of the RSP with adequate assurance that the Agent does comply with this Agreement and the Agent Control Objectives.

3. Management Audit

3.1 If an audit is required under paragraph 2.5 above, RSP shall carry out an audit of the Agent’s management systems against the Agent Control Objectives (the “Management Audit”). The Management Audit shall report whether or not:

- (a) the Agent has in place and is complying with its own controls, objectives, policies and procedures that meet the requirements of this Agreement and the Agent Control Objectives;
- (b) the Agent has reported to RSP in a timely manner any material deficiencies by the Agent of its obligations under this Agreement, and the Agent Control Objectives together with any mitigating action taken.

3.2 Save in the event that any fraud or other malpractice is suspected RSP shall, within a reasonable and agreed time, notify the Agent prior to the commencement of any audit or visit connected with the Management Audit which audit or visit shall not materially disrupt the business operations of the Agent.

3.3 RSP shall permit an Agent who is the subject of an audit or visit connected with the Management Audit, to verify the identity of the auditor with RSP.

- 3.4 Upon completion of the Management Audit, RSP shall forward to the Finance Director (or other similar authorised representative) of the Agent in draft form a copy of the Management Audit report.
- 3.5 RSP shall provide an opportunity for the Agent to attend a review meeting at the end of each audit or visit connected with the Management Audit and to review a copy of the draft Management Audit report.
- 3.6 RSP shall issue the final Management Audit report to the Agent addressed to the Finance Director (or other similar authorised representative).
- 3.7 The final Management Audit report will be presented at the next available meeting of the relevant RSP Board Audit Sub-Committee. If so determined, the final Management Audit report, or extracts, will be presented to the RSP Board Audit Committee.
- 3.8 RSP shall follow-up and initiate an escalation process, within a reasonable and agreed time, to ensure that any key issues flowing from an audit or visit connected with the Management Audit are reported and appropriate action taken.

ANNEX M CORPORATE AND SME SALES

[extracted from Sections 3, 4 and 5 of Schedule 2 of the TPIL]

3 Sales to Corporate and TA/TMC Customers

- 3.1 Such sales shall be defined as those resulting from specific agreements that the Agent has with corporate customers and Travel Agents/Travel Management Companies (TA/TMCs), whether through the internet, specific corporate intranets or telephone call centres, either solely or in conjunction with third parties, for the provision of travel services. They shall not include the purchase of travel through an Agent-operated, public internet site by individual corporate travellers.
- 3.2 NOT USED.
- 3.3 All Agent corporate and TA/TMC sales shall attract a commission rate of 3.0%
- 3.4 Corporate sales made through an Agent-operated business account facility on its public internet site to credit account customers that have transacted as such in the previous Quarter ("credit account") shall attract the prevailing industry TA/TMC commission rate of 3%. The Agent shall use all reasonable efforts to ensure that those accounts that fall into the scope of this paragraph 3.4 are treated as credit account customers from the start of the Quarter following the previous Quarter in which they commenced transacting as such. For the purposes of this paragraph, "Quarter" shall mean each sequential three (3) Settlement Periods or four (4) Settlement Periods in the final quarter in any RSP Year.
- 3.5 Where corporate sales are transacted through an Agent-operated business account facility using normal credit/debit cards, or other consumer payment methods, including electronic means and do not benefit from an Agent credit account ("non-credit account"), the public internet commission rate shall apply on the first £50,000 of sales per account in any RSP year. Once such an account has exceeded the £50,000 sales threshold in any RSP year, it shall be moved on to the prevailing industry TA/TMC commission rates as specified in paragraph 3.4 from the beginning of the following RSP year and for all future sales in all future years. For the avoidance of doubt, if an account does not exceed £50,000 of sales in any RSP year, then the aggregate sales shall be reset to zero for the following year.
- 3.6 For the further avoidance of doubt, accounts which transact such sales both through a credit account and through normal credit/debit cards shall be subject to a £50,000 threshold on their aggregated sales. Once the threshold has been exceeded, all such sales, including any element of credit/debit card sales of less than £50,000, will move to the prevailing industry TA/TMC commission rate for all future sales in any future RSP year.
- 3.7 NOT USED.
- 3.8 The Agent shall maintain a register of credit accounts and non-credit accounts as described in paragraphs 3.4 to 3.6. For non-credit accounts as described in paragraph 3.5, the register shall further identify which accounts have exceeded the £50,000 threshold and which accounts have yet to reach the threshold, subject to a minimum

threshold of £5,000 below which such accounts do not need to be included on the register. The Agent shall make this register available to ATOC upon request upon reasonable notice and no more than twice a year, or more frequently to the extent that ATOC reasonably believes that the register is not being maintained in accordance with this paragraph 3.8. The register shall be used by ATOC only for the purposes of this paragraph and shall, for the avoidance of doubt, be treated as confidential information. The Agent shall co-operate fully in any ATOC audit of the register and shall promptly rectify any errors.

- 3.9 The Agent shall monitor sales through non-credit accounts, as described in paragraph 3.5 and shall ensure that any such accounts which have exceeded the cumulative £50,000 threshold by the end of the RSP year are moved from the public internet commission rate to the TA/TMC commission rate with effect from the beginning of the following RSP year. The Agent shall further ensure that the relevant register described in paragraph 3.8 is updated to reflect the changed commission status of any such accounts.
- 3.10 The arrangements described in paragraphs 3.4 to 3.9 are designed to enable the Agent to provide a service to small and medium-sized enterprises which generate sales of up to £50,000 per RSP year and are not intended to provide the Agent with a means of benefiting from a higher rate of commission on sales exceeding £50,000 by larger organisations by sub-dividing such larger accounts into accounts of less than £50,000. The Agent shall adhere to this principle.
- 3.11 The Agent shall use all reasonable efforts to identify where there has been a sub-division of the sales of any existing or future accounts into two or more accounts (subject to the minimum threshold of £5,000 as described in paragraph 3.8) and use all reasonable efforts to ensure that the register as described in paragraph 3.8 is not in contravention of the principle set out in paragraph 3.10 above and that commission rates are applied correctly as described in paragraphs 3.4 to 3.7 inclusive above
- 3.12 If, at any time, whether as a result of ATOC's audit rights under this Section 3 of Schedule 2 or otherwise, it becomes clear that the commission rates being applied to corporate and TA/TMC sales as contained in the register as described in paragraph 3.8 do not conform to the arrangements set out in this Section 3 of Schedule 2, such commission rates shall be adjusted immediately by ATOC and financial recompense for any reasonable costs of audit and any deficit in commission payments suffered by the Operators, directly arising from the non-conformance, shall be paid by the Agent at the first available opportunity.

4 Charging of Fees by the Agent

- 4.1 The Agent may charge any purchaser of a Rail Product a fee in accordance with the provisions of Clause 2.2 of this Agreement
- 4.2 The Agent shall be able to charge non-credit account purchasers of Rail Products through its business account facility additional fees (in addition to the relevant Price) provided that such fees are the same as those charged by the Agent on its public internet site. For the avoidance of doubt, this Clause 4.2 shall not apply to Agent credit

accounts (including without limitation associated account facility fees) or non-credit accounts which exceed £50,000 aggregate sales in any RSP Year.

5 Accounting Arrangements

- 5.1 The Agent shall cooperate with ATOC and RSP in good faith to ensure that accounting arrangements are implemented that allow Agent sales under this Licence to be disaggregated in a way that allows the commission arrangements described in this Schedule 2 to be applied. Specifically, this requires the Agent to use separate and specific National Location Codes (NLCs) for the categories of sales defined above, so that commission can be calculated accurately.
- 5.2 The Agent shall put in place a NLC structure which enables it to provide information pursuant to this Schedule 2 and for each category of sale described in Sections 1, 2, and 3 of this Schedule 2. The Agent will be liable for its own and any reasonable expenditure incurred by ATOC or RSP in implementing these arrangements.
- 5.3 Should, at any time, it become clear that the use and allocation of NLCs by the Agent is resulting in errors in regard to the commission paid to the Agent as a result of wilful misuse or gross negligence by the Agent, ATOC shall have the right, at its discretion, to terminate this licence for breach or terminate the commission arrangements set out in this schedule and undertake a further review of commission.
- 5.4 Should such errors result from any other action or mistake on the part of the Agent, the Agent shall have ten (10) working days, or such other time as agreed between the parties to correct such errors. Financial recompense for any deficit in commission payments suffered by the Operators shall be paid by the Agent at the first available opportunity.

ANNEX N – MANAGEMENT INFORMATION

The Agent shall provide to Operators the following information (subject to the provisions of the Data Protection Legislation and the consent of the Customer):

1 GENERAL PROVISIONS

1.1 All individual customer data and corporate customer data referred to in this Annex N shall remain the property of the Agent.

1.2 The Agent will grant a non-exclusive licence for the Term for use of the relevant customer data to the Operator with whom a customer travels (where a reservation was made at the time of booking) provided that:

- (a) such customer data is used solely for the purposes of the Operator's independent marketing, such marketing not to be in conjunction with any other Operator or other ATOC-associated body in relation to the establishment of a rail industry wide website; such marketing shall only relate to and promote the branded website through which the original sale was made and to the extent the Operator is marketing a promotion, then the retailing of the products shall be through the branded site or channel through which the original sale was made; and
- (b) the customer has consented to the provision of such customer data to the Operator for these purposes.

1.3 The provision of the information to Operators as set out in this Annex N shall:

- (a) not be subject to warranties or indemnities from Operators in favour of the Agent; and
- (b) be provided to Operators free of charge.

2 INDIVIDUAL CUSTOMER DATA

2.1 Data from Agent and Operator 'white label' websites as detailed in paragraph 5 below shall be made available no less than weekly.

2.2 The weekly data extract shall include data from all fields from all tables:

- Customer (including personal details that the customer has opted-in to the use of by the relevant Operator)
- Transaction (including distribution channel and date of purchase)
- Purchase - number of passengers, date of travel, fulfilment mechanism
- Journey – reservation details (if applicable)
- Legs
- Supplementary
- Fares (type and value)
- Adjustments

2.3 The data extract shall include:

- Agent website – all records for one or more journey legs where a reservation was made at the time of booking (or specific booking where reservation not available) on the Operator's services (including journeys based on the sale of inter-operable, inter-available, and through fares as well as the dedicated fares of the Operator concerned)
- Operator websites – all records

2.4 The data extract for each (Monday-Sunday) period shall be made available for download by the relevant Operator or transferred in such other way as agreed between the Agent and Operator on the following Monday morning (i.e. within 12 hours of the extract having been completed).

2.5 Data Protection statements shall be amended to enable Operators to collect, hold and use data to communicate with customers for the purposes set out in this Annex N (subject to customer permission).

2.6 A template statement for Operator websites has been specified below:

- [Operator name] and its parent Owing Group respect your privacy and will not supply your details to any third party
- Why not take advantage of our latest special offers and promotions?
- Please un-tick the box if you do not wish to receive our latest special offers and promotions by post [pre-ticked box]
- Please un-tick the box if you do not wish to receive our latest special offers and promotions by email [pre-ticked box]
- Please tick this box to confirm that you accept our terms and conditions [un-ticked box]

2.7 A template statement for the Agent's websites, which may require amendment of existing statements, has been suggested below:

- The Agent and the Operator and its parent Owing Group may send you useful product and service information relevant to your booking, including offers and discounts for future bookings through us. We will however NOT provide your details to any third party, except in accordance with our terms and conditions, other than the train company you travel with (where a reservation was made at the time of booking). If you do not wish to receive this information simply un-tick the box [pre-ticked box]
- The Agent may send you special offers and exclusive discounts about the product and services of our carefully selected partners. If you would like to receive such information click "Yes Please" if you do not wish to receive such information select "No Thanks". We will however NOT provide your details to any other third party, except in accordance with our terms and conditions and other than the Operator company you travel with. [un-ticked box]
- [Click here](#) to view our Privacy Policy.

- Please tick this box to confirm that you accept our [terms and conditions](#) [unticked box]

3 CORPORATE CUSTOMER DATA

- 3.1 The Agent shall provide to ATOC a four weekly data feed of corporate sales via Travel Management Companies and Direct Corporate sales channels. This data shall be sent as close to the end of each Settlement Period as practical and will include the following:

Data Element <i>Field name needs to reflect the purpose of data</i>	Max Size	Representation <i>Outline of field data content</i>
Period of Settlement	7C	2011/01
Channel Distribution Business	10C	Descriptor to identify the system. To be agreed with ATOC Commercial.
Fare Setting TOC	3C	Operator that sets the fare between the Origin NLC Code and the Destination NLC Code (below) e.g. FGW
Retailer Code	30C	Code to identify the retailer group e.g. ABCRAIL or X72910
Corporate Reference or Account ID	20C	Unique account reference/ID linked to the corporate client e.g. FC-XZ09MN
Travel Agent Account	20C	Purchase order or budget code under which a sale is delivered by the agent to the buyer, retailer branch or location e.g. 418331
Origin NLC Code	4C	e.g. 0785
Origin Station Name	17C	e.g. LONDON EUSTON
Destination NLC Code	4C	e.g. 5712
Destination Station Name	17C	e.g. GLASGOW CENTRAL
Ticket Class Name	14C	First Class or Standard Class
Product Description	25C	e.g. ADVANCE STANDARD B
Promotion Code	10C	e.g. VTROUTE20
Route Code	5N	e.g. 474
Passenger Status 1	10C	e.g. YNG
Passenger Status 2	10C	e.g. CORPC
Passenger Status 3	10C	e.g. SRN
Number of Passengers	2N	e.g. 4
Number of Bookings	3N	e.g. 2
Number of Journeys	4N	e.g. 4 (Single = 1, Return = 2 per passenger)
Total Rail Revenue Cost	10C	e.g. 250.50
Channel Code	12C	Call centre or Internet
Single or Return Journey	1A	R – Return or S – Single

- 3.2 A further data feed is required for Refunds for the same channels at the same time as the sales data.

4 SET-UP PROCEDURE

- 4.1 The Agent shall commence provision of any data required to be provided in accordance with this Annex within 28 days of an Operator's request for such data, following set up of security access. Arrangements set out in this Annex shall be subject to any other agreement between the Agent and the relevant Operator and shall be subject to appropriate arrangements with the Operators to protect the Agent against accidental loss or destruction of, or damage to, personal data by the Operators.

5 INDEMNITY

- 5.1 ATOC and/or the Operator(s) shall indemnify the Agent from and against all losses, damages, costs, liabilities and expenses (including legal expenses) arising out of or in connection with ATOC's and/or the Operator(s) breach of any data protection legislation and in respect of any unauthorised disclosure of customer data provided by the Agent to ATOC and/or the Operator(s) under this Annex.

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IN WITNESS whereof this Agreement has been entered into on the date stated at the beginning by the following persons.

XXXXXXXXXXXX Limited

Signed by

.....

Director's name

.....

Director

For and on behalf of XXXXXXXXXXXX Limited

ATOC Limited

Signed by

.....

Director's name

.....

Director

For and on behalf of ATOC Limited

Rail Settlement Plan Limited

Signed by

.....

Director's name

.....

Director

For and on behalf of Rail Settlement Plan Limited