

Rail Delivery Group



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

INTERNATIONAL SALES LICENCE

Date of Agreement: **DATE**

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THIS AGREEMENT is entered into on

BETWEEN: -

- (1) **ATOC LIMITED** (company number 3069033) of 3rd Floor, 40 Bernard Street, London WC1N 1BY ("**ATOC**"), as the duly appointed agent of the persons named in Schedule 1 (the "**Operators**");
- (2) **RAIL SETTLEMENT PLAN LIMITED** (company number 3069042) of 3rd Floor, 40 Bernard Street, London, WC1N 1BY ("**RSP**") as the body through which the Operators have agreed to settle amounts due to them; and
- (3) **[NAME OF LICENSEE]** (the "**Licensee**") of **[ADDRESS]**.

WHEREAS:

- (A) The Operators wish to licence the Licensee to sell Rail Products and provide Train Service Information pursuant to the terms of this Agreement;
- (B) The Licensee has agreed to sell Rail Products and provide Train Service Information in accordance with the terms of this Agreement;
- (C) The Operators and the Licensee have agreed with RSP that RSP will perform the obligations set out in this Agreement, particularly in respect of Clearance and Settlement pursuant to Schedule 4.

IT IS AGREED as follows: -

1. INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, in this Agreement the following words and expressions have the meanings set out below:-

"Accepted for Clearing" means that the information specified in Paragraphs 3, 4, or 5 (as the case may be) of the Clearance and Settlement Procedure has been received by RSP in relation to the relevant Rail Product or Refund in accordance with Paragraph 6 of the Clearance and Settlement Procedure and that RSP has decided to accept the relevant Rail Product or Refund for clearing under Paragraph 9 of the

Clearance and Settlement Procedure and "Acceptance for Clearing" shall be construed accordingly.

"Act" means the Railways Act 1993 (as amended by the Transport Act 2000) and any regulation or order made under it, including any modification, re-enactment or re-making thereof.

"Accredited" means that ATOC has fully satisfied itself as to an operation or process including, but not limited to, verifying that such operation or process is in accordance with the relevant ATOC Standard.

"Affiliate" has the meaning as defined in Clause 11.1.3.

"Appeal Process" means the procedure for resolving disputes arising under or in connection with this Agreement set out in Clause 44;

"Approval Certificate" means for the purpose of this Agreement, in relation to any Approved TIS, the certificate of RSP that such TIS has successfully completed accreditation including the Pilot and been approved for the purposes of issuing Rail Products under this Agreement in accordance with such instructions and procedures as may be specified in such certificate.

"Approved Method of Retailing" means the method(s) of retailing set out at Schedule 7, by which the Licensee is authorised to provide Train Service Information and/or sell and/or issue Rail Products under this Agreement.

"Approved TIS" means a Ticket Issuing System for the sale and/or issue of Rail Products which has been issued with an Approval Certificate from time to time by RSP, either generally or in any particular case.

"ATOC Accreditation Mark" means the National Rail descriptor as provided to the Licensee by ATOC from time to time.

"ATOC Standard for the Operation of Internet Sites" means the ATOC Standard of that name as amended from time to time specifying the minimum standards applicable to the provision of the Train Service Information and the Sale of Rail products at an Internet Site available to the public.

"ATOC Standard for the Operation of Telephone Sales Centres" means the ATOC Standard of that name as amended from time to time specifying the minimum standards applicable to the provision of the Train Service Information and the Sale of Rail Products using a Telephone Sales Centre available to the public.

“ATOC Standard” means each or all, as the case may be, of the ATOC Standard for the Operation of Internet Sites and the ATOC Standard for the Operation of Telephone Sales Centres as set out as appropriate in Schedule 10 and any other such ATOC standards as may be specified by ATOC from time to time.

"Authorised Site" means a physical or virtual location through which the Licensee may provide Train Service Information and/or sell Rail Products or issue Tickets subject to the provisions of this Agreement.

“Authority” means the Secretary of State for Transport.

“BritRail Fares” means Fares of that name permitting travel on train services provided by the Operators and sold subject to specific eligibility conditions.

"Business Day" means a day (other than a Saturday or a Sunday) on which banks are open for business in London.

"Clearance and Settlement Procedure" means the procedure for the clearance of revenues set out in Schedule 4 as amended from time to time by RSP on one month's notice to the Licensee.

“Collection Point” means in respect of a Ticket on Departure Service the point at which a purchaser of a Rail Product under this Agreement may collect such a Rail Product.

“Commencement Date” means the date of this Agreement.

"Customer" means any direct consumer and/or their travel agent who purchases a Rail Product directly from the Licensee

"Default Rate" means the rate of four per cent above the base rate from time to time published by RSP's sole or main bankers.

"Discount Card" means a document (other than a Ticket) which entitles the holder to purchase a Ticket at a lower price than the price that would otherwise apply and which is designed to be issued to persons who satisfy such conditions as RSP may notify to the Licensee from time to time.

“Fare” means the right, exercisable against one or more Operators (and, where applicable, another person or persons) subject to the rights and restrictions applicable to it and the payment of the relevant Price (less any applicable discount) either to: a) make one or more journeys on the Network (whether or not together with other rights); or b) to carry on such a journey an item of luggage or an animal, where

this right does not arise (except on the payment of a fee) under the National Rail conditions of Carriage;

“Instructions” means such reasonable instructions, procedures and standards which ATOC and/or RSP may from time to time notify orally or in writing to the Licensee concerning this Agreement.

“Interline Fare” means a Fare created by an Operator for combination with the public or Interline Fares of Eurostar, other Operators or other railways.

“International Markets” means any country except the United Kingdom.

“Internet Site” means the internet or intranet site or sites as the case may be at the TCP/IP addresses notified to ATOC from time to time and operated by the Licensee or such other TCP/IP address as may be approved by ATOC from time to time.

“Lennon” means the computer programme known as such, all rights in respect of which are owned by RSP as modified, supplemented or replaced from time to time

“Lennon Business Code” means a code which is used to uniquely identify a business within the Lennon apportionment system

“Licensee's Settlement Amount” means the sum calculated on the basis set out in the Clearance and Settlement Procedure.

“Licensee's Remuneration” means the sum calculated in accordance with the table set out at Schedule 2.

“Mandatory Variation” means a Variation which is required to this Agreement in order to implement changes falling into the following categories:

- (1) a regulatory or other change mandated by the Authority, the Office of the Rail Regulation, a taxation or other governmental agency; or
- (2) any change which is to be implemented on a non-discriminatory industry-wide basis; or
- (3) a change to any RSP Service and /or the Clearance and Settlement Procedure.

“Marketing and Promotion Plan” means the Licensee's marketing and promotion plan which sets out how the Licensee will sell Rail Products and provide Train Service Information during the term of this Agreement including but not limited to details of projected sales, marketing and promotion plans.

“National Location Code” means the point of sale codes designated by RSP.

"National Rail Conditions of Carriage" means the National Rail Conditions of Carriage set out in Schedule 12 including any supplement to them and any modification or replacement of them as advised and made available to the Licensee from time to time.

"National Reservations System" means the computerised central reservation system provided by RSP or its successor from time to time to enable retailers to make reservations on train services provided by certain of the Operators and **"NRS"** shall have the same meaning

"National ToD Transaction" means the sale of a Rail Product using ToD where the purchaser may collect the ticket at a RSP approved self-service ticket vending machine or another RSP approved party at a railway station ticket office.

"Network" means the part of the network (as defined in Section 83 (1) of the Railway Act 1993) that is situated in Great Britain and on which the Operators run trains from time to time.

"Operator" means each of the operators set out at Schedule 1 as may be amended from time to time by ATOC.

"Payment Dates" means any of the payment dates as specified in Schedule 5 and notified to the Licensee from time to time.

"Pilot" means the implementation of an agreed number of the Licensee's TIS at Authorised Sites operating in a live environment for a defined period of time to monitor the performance of the TIS under controlled, small scale, live operational conditions all of which shall be in accordance with Schedule 14 and as otherwise specified by RSP.

"Price" means in respect of a Rail Product the price (including VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) as made available by RSP and, in respect of any Rail Product not so specified, the price (including VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) specified in any Fares Manual, circular or other information issued by RSP from time to time and notified by ATOC to the Licensee from time to time.

"Promotion" means any loyalty card, frequent traveller scheme or any other form of incentive scheme for the sale of Rail Products;

"Rail Product" means the Tickets and Reservations set out at Schedule 6.

"Refund" means a reimbursement of the whole or any part of the amount (inclusive of any VAT) paid for a Rail Product in accordance with National Rail Conditions of Carriage and **"Refunded"** shall be construed accordingly.

"Reservation" means the right to a place, a seat, a sleeper or other particular place on a particular journey if the person with that right purchases a fare for the journey to which that Reservation relates.

"RSP Data" means data relating to Train Service Information, Rail Products and Reservations supplied to the Licensee by RSP.

"RSP Service Charges" means charges levied by RSP for the provision of RSP Services.

"RSP Services" means services provided to the Licensee by RSP and the system(s) upon which such services are provided.

"RSP ToD Accreditation Standards" means in respect of TIS, the RSP standards which inter-alia must be met by any TIS in order to obtain an Approval Certificate from RSP, which allows that TIS to be able to retail ToD transactions, as notified by RSP to the Licensee from time to time a copy of which is set out at www.atoc.org/rsp

"SailRail Fares" means Fares provided under a partnership between certain Operators, ferry operators and Irish Rail.

"Settlement Period" means one of the consecutive periods of four weeks set out at Schedule 5 or such other periods used by RSP for the purposes of settlement as RSP may determine and notify to the Licensee from time to time.

"Sub-Licensee" has the meaning as defined in Clause 11.1.1.

"Telephone Sales Centre" means a bureau or bureaux operated by the Licensee for the purpose of carrying on a business of telephone sales to the public.

"Term" has the meaning set out in Clause 26.1.

"Ticket" means a document which entitles the holder to make a journey or a number of journeys on a train service provided from time to time by any of the Operators or other form of transport to which the document relates and in respect of which a fare is shown in the RSP Data.

"Ticket on Departure Fulfilment Charges" means charges to be paid by the Licensee to the Operators for the use of the Operator's Approved TIS as a method of

allowing customers to collect a Rail Product which the Licensee has sold using the Ticket on Departure Service.

“Ticket on Departure Service” means a facility whereby a purchaser of a Rail Product purchased under this Agreement may collect such Rail Product at a Collection Point and **“ToD”** shall have the same meaning;

“TIS” means a rail ticket and/or reservation issuing system, which system may include computer equipment and software, for the issue of Tickets and/or other Rail Products and/or recording of Refunds and which has been approved for use by RSP.

“Train Service Information” means the National Rail information notified by ATOC from time to time or contained in the RSP Data relating to passenger rail services provided by the Operators.

“UIC TCV Fares” means TCV point to point fares established and maintained under the auspices of the International Union of Railways (UIC).

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and any other tax calculated by reference to turnover or value added in effect in the United Kingdom from time to time.

“Warrant” means a document which entitles the holder to purchase a Rail Product in exchange for the surrender of the document and which is issued in such form as may be notified from time to time by ATOC to the Licensee.

“White Label” has the meaning as defined in Clause 11.1.2.

1.2 Interpretation Act 1978

The Interpretation Act 1978 shall apply to this Agreement in the same way as it applies to an enactment.

1.3 In this Agreement a reference to:

- 1.3.1 A person includes a reference to a body corporate, association or partnership;
- 1.3.2 A person includes a reference to that person's legal personal representatives successors and lawful assigns;
- 1.3.3 References to this Agreement include its Schedules and references to Clauses and Schedules are to Clauses of and Schedules to this Agreement. References to Paragraphs are references to Paragraphs of the Clearance and Settlement Procedure

- 1.3.4 Any reference to the Licensee in this Agreement shall for the avoidance of doubt include any Sub-Licensee , White Label or Affiliate as the case may be where applicable

- 1.4 The headings in this Agreement do not affect its interpretation.

2. CONDITIONS

- 2.1. It is a condition of this Agreement that the Licensee shall at all times during the Term have and maintain as a minimum, a nominated United Kingdom based solicitor to accept service of documents or notices.
- 2.2. It is a condition of this Agreement that the Licensee shall not represent itself as an ATOC accredited agent and in particular may not display or use in any way the ATOC Accreditation Mark save in respect of the Methods of Retailing Accredited under this Agreement and through an Authorised Site.
- 2.3. It is a condition of this Agreement that the Licensee shall have completed the Pilot and obtained an Approval Certificate for the TIS which the Licensee intends to use to sell and issue Rail Products under this Agreement within six months of the Commencement Date of this Agreement.

3. PROVISION OF TRAIN SERVICE INFORMATION BY THE LICENSEE

- 3.1. The Licensee is authorised as agent for the Operators to provide on a non-exclusive and impartial basis Train Service Information to purchasers of Rail Products or prospective purchasers of Rail Products in the International Markets and shall provide such Train Service Information in accordance with the relevant ATOC Standards and using only Methods of Retailing in respect of which it is Accredited in accordance with the provisions of this Agreement and through an Authorised Site(s).
- 3.2. For the avoidance of doubt the Licensee shall only be entitled to provide Train Service Information under this Agreement as part of an Authorised Site which also allows the purchase of Rail Products.
- 3.3. Regardless of the Approved Method of Retailing, the Licensee, in providing pre-journey information to customers, must comply where applicable with the EU regulations referred to in Schedule 10 Appendix A specifically those set out in Annex II therein.

4. SALE OF RAIL PRODUCTS BY THE ATOC LICENSEE

- 4.1. Subject to such restrictions as may be imposed by ATOC from time to time and as are set out in Schedule 8, the Licensee is authorised, as agent for the Operators to sell on a non-exclusive and impartial basis Rail Products in the International Markets

in accordance with the relevant ATOC Standards and using only the Approved Method of Retailing at its Authorised Sites.

- 4.2. The Licensee shall use all reasonable endeavours to maximise the sale of Rail Products during the Term of this Agreement;
- 4.3. The Licensee is authorised to make any Reservations in respect of the Tickets, which it is authorised to sell under this Agreement, following any instructions and procedures regarding Reservations notified to it by RSP from time to time;
- 4.4. Tickets and Reservations covered by this Agreement shall be sold subject to the National Rail Conditions of Carriage as set out in Schedule 12. The Licensee shall before selling a Rail Product take reasonable steps to ensure that the purchaser is aware of the rights and restrictions and National Rail Conditions of Carriage that apply to that Ticket and/or Reservation.
- 4.5. Other than in respect of a Rail Product which the Licensee is authorised to sell in accordance with this Clause 4, the Licensee shall not issue, or hold itself out as having authority to issue, any document which purports to entitle the holder to make a journey on the Network, unless the Licensee is expressly authorised to do so in writing by ATOC;
- 4.6. The amount (including any applicable VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) charged by the Licensee to the purchaser of a Rail Product shall not exceed the Price for the relevant Rail Product as reduced, in the case of Tickets, by any applicable discount to which a purchaser may be entitled. The amount (including any applicable VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) charged to the purchaser in respect of a Rail Product may be less than such an amount, but if the Licensee charges less than such amount, it will nonetheless be required to account to RSP for the whole of such amount.
- 4.7. Notwithstanding Clause 4.6 above the Licensee may not charge the purchaser less than the Price for a Ticket or introduce a Promotion save for a Promotion proposed by the Licensee and set out in the Marketing and Promotion Plan without the written agreement of ATOC to honour such Ticket but in any event the Licensee will have to account to RSP for the whole amount in accordance with the Clearance and Settlement Procedure.
- 4.8. The Licensee will include any VAT where applicable in the Price of any Rail Product.
- 4.9. The Price for a Rail Product may be charged in any currency, however the Price in Pounds Sterling will always be shown on the Ticket.

- 4.10. If, in the sale of a Rail Product the Licensee sells additional products and/or services to the purchaser, the Licensee shall clearly identify to the purchaser prior to the sale taking place the prices and/or fees charged as separate and distinct from the Price for the Rail Product and give the purchaser a clear choice as to whether or not to purchase the additional products and/or services.
- 4.11. ATOC will, within reasonable timeframes, provide the Licensee with information regarding national promotions and shall use its reasonable endeavours to provide the Licensee with information regarding other promotions which it is aware of.

5. ISSUE OF RAIL PRODUCTS

- 5.1. The Licensee shall not issue any Rail Products under this Agreement using ticket stock that has not been approved by RSP, even where such tickets are issued solely for the purpose of processing a Refund.
- 5.2. Where under this Agreement the Licensee sells a Rail Product the Licensee shall issue the appropriate Ticket or Reservation in accordance with any Instructions and the relevant ATOC Standards.
- 5.3. Where the Licensee sells a Rail Product using the National Ticket on Departure Service the Licensee shall comply with any Instructions issued by ATOC relating thereto including the payment of the fees prescribed therein relating to National ToD Transactions.

6. TICKET ON DEPARTURE SERVICE (ToD)

- 6.1. The Licensee is permitted to sell Rail Products under this Agreement through the National Ticket on Departure Service.
- 6.2. Where the Licensee sells a Rail Product using ToD the purchaser may collect the Ticket at a Collection Point which may be a RSP approved self service ticket vending machine or another approved party at a railway station ticket office, in which case the sale shall be deemed to be a "National ToD Transaction".
- 6.3. When Rail Products are sold using ToD via a web based transaction by the Licensee, the Licensee shall provide the customer with e-mail confirmation of the sale and such confirmation shall comply with the requirements set out in Schedule 4 Appendix A subject to amendment by ATOC from time to time.
- 6.4. To participate in ToD, the Licensee must have a Lennon Business Code and at least one National Location Code (NLC). The Licensee shall pay the set up costs as determined by RSP and notified to ATOC from time to time of both the Lennon Business Code and any NLCs required.

7. AUTHORITY TO MAKE REFUNDS

7.1. Subject to the restrictions in this Clause 7 the Licensee is only authorised, as agent for the Operators, to accept a claim for and make a Refund on any Ticket, or Reservation, if:-

- (a) The Licensee sold the Ticket;
- (b) The claim is made not more than 28 (twenty eight) days after the expiry date of the validity of the Ticket;
- (c) The Ticket was not used to make any journey on the Network and is returned to the Licensee by the purchaser of the Ticket; and
- (d) The purchaser is entitled to the Refund under the applicable National Rail Conditions of Carriage and/or any other conditions under which the Ticket was issued or Reservation made.

7.2. Where the conditions set out in 7.1 above do not apply the Licensee shall refer all claims for a Refund or compensation to ATOC in accordance with such procedures as ATOC may notify to the Licensee from time to time.

7.3. The Licensee is not authorised to make any Refunds in respect of Rail Products which have been lost or stolen.

7.4. In any case where the Licensee makes a Refund under this Clause 7 the Licensee shall obtain from the Refund applicant the unused Ticket or in the case of a Reservation the document evidencing the Reservation. All Refunds performed under this Clause 7 must be forwarded to RSP in accordance with any Instructions issued by RSP from time to time.

8. LICENSEE'S OBLIGATION TO UPHOLD THE REPUTATION OF THE RAIL INDUSTRY

8.1. The Licensee, when providing Train Service Information or selling Rail Products under this Agreement must ensure that any such Train Service Information or Rail Product information is factual, accurate and impartial to the fullest extent possible.

8.2. The Licensee shall do nothing and forebear from doing anything that may jeopardise the safe and efficient operation of the railways or bring the reputation of the rail industry, the Operators or any Operator, into disrepute.

8.3. The Licensee shall not in any way advertise or otherwise represent itself as:

- (i) an Operator or any other person other than itself; or

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

8.4. The Licensee shall at all times uphold the highest standards in:

- (i) the presentation of Train Service Information;
- (ii) other information about train services; and
- (iii) the sale of Rail Products.

This shall include, but not be limited to, the clear presentation of information on any applicable fees or charges, the terms and conditions associated with Rail Products and, where appropriate, the choice of Rail Products available to a customer.

8.5. The Licensee shall within 3 days of becoming aware of a failure to comply with the provisions of this Clause 8 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.

If ATOC and/or RSP agree with the proposed action then this will be implemented within 10 business days. If the proposed action is not agreed, ATOC and/or RSP will specify the action to be taken and the period of time for this to be implemented.

8.6. Where ATOC and/or RSP notifies the Licensee of a failure to comply with the provisions of this Clause 8 the Licensee shall take such course of action as RSP and/or ATOC may propose to remedy such failure within the period of time specified by ATOC and /or RSP.

8.7. The provisions of this Clause 8 shall be without prejudice to any other provision of this Agreement.

9. FEES

9.1. The Licensee may, at its sole discretion, charge the purchaser of a Rail Product a fee or other such charge for the provision of services relating to the sale or possible sale of a Rail Product. Where such a fee or other charge is levied, the Licensee shall clearly indicate to the purchaser the separate costs of the Rail Product and any fee or charge. This shall include a separate statement of the Price of the Rail Product and any fee or charge on any invoice or other written record of the transaction provided to the purchaser.

- 9.2. The Licensee shall always make clear any applicable charge or fee to the customer at the same time as the Rail Product Price is made available to the customer and in any event prior to the purchase of any Rail Products by the customer and at the earliest possible stage in the booking process.

10. APPROVED METHODS OF RETAILING

- 10.1. The Licensee is only authorised to provide Train Service Information and/or sell Rail Products under this Agreement using an Approved Method of Retailing as set out at Schedule 7.
- 10.2. The Licensee shall ensure that the Approved Method of Retailing complies at all times with the relevant ATOC Standards.
- 10.3. Unless otherwise agreed in writing by ATOC, the Licensee shall not use any method of retailing other than an Approved Method of Retailing to sell the Rail Products and/or provide the Train Service Information for which it has been authorised under this Agreement.
- 10.4. The Licensee may apply in writing seeking the agreement of ATOC to add a new Approved Method of Retailing. ATOC may at its sole discretion agree to amend Schedule 7 to add such new Approved Method of Retailing.

11. SUB-LICENSEES, WHITE LABELS AND AFFILIATES

- 11.1. Subject to and in accordance with the provisions of this Clause 11 the Licensee may:
- 11.1.1. enter into agreements with third parties in order to sell through additional retailers the Rail Products the Licensee is authorised to sell under this Agreement ("Sub-Licensees");
 - 11.1.2. enter into agreements with third parties whereby such third parties may use a customised version of the Licensee's Internet Site to offer for sale (but not sell) Rail Products ("White Labels"); and
 - 11.1.3. appoint third parties whose services the Licensee may use as a referral mechanism only to advertise the existence of or provide links to the Licensee's Internet Site ("Affiliates").
- 11.2. For the avoidance of doubt the White Labels or Affiliates referred to in Sub-Clauses 11.1.2 and 11.1.3 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 it is the Licensee, or that it has the authority to sell or issue Rail Products and /or provide train service information under this Agreement. Where the Licensee provides White Labels it shall ensure that the White Labels site clearly states that the

purchaser of the Rail Product shall be purchasing such products from the Licensee. The Licensee shall clearly display its own logo and/or brand identity on each page it displays on an Affiliate's site.

- 11.3. The Licensee shall maintain a register of all Sub-Licensees, White Labels and Affiliates appointed by it the content and format of which shall be as prescribed by ATOC. Upon request from ATOC and/or RSP the Licensee shall provide ATOC and/or RSP within 14 days of such request with such details of the information held in the register as ATOC and/or RSP may request. In the event of the Licensee failing to comply with this Clause the provisions of Clause 11.8 shall apply.
- 11.4. The Licensee 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 11.
- 11.5. The Licensee shall ensure that any and all Sub-Licensees, White Labels and Affiliates are subject to and comply with at all times the relevant provisions of this Agreement as if such Sub-Licensees, White Labels and Affiliates were a party to the Agreement.
- 11.6. The Licensee shall remunerate such Sub-Licensees, White Labels and Affiliates at its own cost and expense and ATOC or RSP shall have no liability in such respect, nor shall the Licensee represent to any Sub-Licensee or White Label that ATOC or RSP has any such liability.
- 11.7. The Licensee is liable for the settlement to RSP of all sales and ToD sales made by any of its appointed Sub-Licensees, as well as being liable for any ToD Services or ToD Fulfilment Charges which are incurred by its Sub-Licensees.
- 11.8. The Licensee shall within 3 days of becoming aware of a failure by a Sub-Licensee, White Label or Affiliate as the case may be to comply with the provisions of Clauses 11.2, 11.3 and 11.5 notify ATOC and RSP in writing:
 - (iii) providing details and the extent of such failure; and
 - (iv) the course of action it proposes to take to remedy such failure.

If ATOC and/or RSP agree with the proposed action then this will be implemented in a period of time specified by ATOC and/or RSP. If the proposed action is not agreed, ATOC and/or RSP will specify the action to be taken and the period of time for this to be implemented.
- 11.9. Where ATOC and/or RSP notifies the Licensee of a failure by a Sub-Licensee, a White Label Service or an Affiliate to comply with the provisions of Clauses 11.2, 11.3 or Clause 11.5 as the case may the Licensee shall take such course of action

as RSP and/or ATOC may propose to remedy such failure within the period of time specified by ATOC and /or RSP.

- 11.10 If any failure by a Sub-Licensee, a White Label and/or an Affiliate is not remedied within the period of time specified by ATOC and/or RSP the Licensee shall terminate its agreement with the Sub-Licensee, White Label and/or the Affiliate.
- 11.11 Notwithstanding the foregoing of this Clause 11 and any other provision of this Agreement the Licensee shall be responsible for all acts and omissions of any Sub-Licensee, White Label and Affiliate appointed by it as though such acts and omissions were those of the Licensee and the Licensee's obligations under this Agreement shall not be in any way affected or reduced as a consequence of any Sub-Licensee, White Label or Affiliate appointed hereunder.
- 11.12 Any failure under this Clause 11 or a failure by a Sub-Licensee, a White Label or an Affiliate under this Clause 11 or for the avoidance of doubt any act or omission by any of them that in the 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 27 of this Agreement and for the purposes of Clause 27.1 shall constitute a material breach by the Licensee.

12. IDENTIFICATION OF INTERNATIONAL SALES

- 12.1. The Licensee shall ensure that Rail Product sales originating in the United Kingdom are not made under this Agreement. This will be achieved in accordance with procedures agreed with RSP. The testing of such procedures shall be part of the international acceptance test set out in Schedule 13 and shall be subject to continuous audit as set out in Clause 22.2.
- 12.2. In particular the Licensee must make reasonable efforts to ensure that the following customers are not permitted to purchase Rail Products under this Licence:
- (a) Customers located in the UK at the time of sale;
 - (b) Customers normally resident in the UK.
- 12.3. The Licensee is required to identify the origin of its sales transactions to ensure that sales originate outside of the United Kingdom.
- 12.4. The Licensee's terms of sale must state that purchases of Rail Products are only available to customers outside of the UK and to customers not normally resident in the UK. Customers must agree to these terms prior to purchasing Rail Products under this Licence.
- 12.5. The Licensee shall maintain a database record of all customer addresses in a format to be agreed with ATOC and shall provide details of such records on request, subject to Clauses 28 and 37. Such database records shall remain the property of the

Licensee and shall be used solely for the purpose of demonstrating the Licensee's compliance with 12.1 and 12.2 above.

- 12.6. Any breach of this Clause 12 shall be deemed a material breach under Clause 27.1 (a) and shall entitle ATOC to terminate the Agreement should the Licensee not have corrected the breach within five (5) business days of the notice having been served.

13. TICKETS

- 13.1. The Licensee shall only issue Rail Products under this Agreement using RSP approved Tickets.
- 13.2. The Licensee is responsible, at its own cost and expense, for obtaining sufficient Tickets to ensure that it is able to sell or issue Rail Products and Reservations under this Agreement.
- 13.3. The Licensee shall keep secure all Tickets and shall procure that no employee or other person who is not authorised by the Licensee to use such Tickets has access to it, shall promptly notify RSP and the police of the loss or theft of any Tickets and shall comply with any instructions and procedures notified to the Licensee by RSP from time to time regarding their custody and use.
- 13.4. The provisions of this Clause 13 shall apply to all blank, pre-printed and other stock procured by the Licensee for the issue of Rail Products.

14. APPROVED TICKET ISSUING SYSTEMS

- 14.1. The Licensee and its Sub-Licensees shall only sell or issue Rail Products under this Agreement using an Approved TIS in accordance with the Approval Certificate and conditions appertaining to the Approval Certificate, issued by or on behalf of RSP.
- 14.2. It is the Licensee's responsibility to ensure that its Approved TIS has the necessary approvals in place. Approved TIS are obliged to provide information relating to the Approval Certificate and its conditions.
- 14.3. The Licensee shall be responsible for all costs, fees, licences and any other costs, charges or expenses associated with the development, implementation and operation including accreditation and obtaining the Approval Certificate of any TIS it wishes to use to sell Rail Products under this Agreement.
- 14.4. The Licensee shall maintain a database record of all Approved Sites in a format to be agreed with RSP and shall provide details of such records on request.
- 14.5. The Licensee shall not sell or issue and shall ensure that any Sub-Licensee shall not sell or issue any Rail Products under this Agreement using any TIS that has not been designated as an Approved TIS.

- 14.6. Notwithstanding the above provisions of this Clause 14 the Licensee shall be authorised to sell and issue Rail Products under this Agreement to the extent and for the purpose set out in Schedule 14 in order to undertake the Pilot.

15. INDEMNITY

Notwithstanding any other provision in this Agreement the Licensee shall indemnify RSP and each Operator on an after tax basis for any loss or damage, cost or expense (including any VAT for which credit is not available under the VAT Act 1994) which is caused to RSP or any Operator as a result of a failure by the Licensee, its employees, delegates or agents or Sub-Licensees, White Labels and Affiliates to comply with the provisions of this Agreement or any Instructions.

16. MARKETING

16.1. Marketing and Promotion Plan

- 16.1.1. By no later than fourteen (14) Business Days after the Commencement Date, the Licensee shall submit to ATOC its Marketing and Promotion Plan including its sales objectives, to apply for the first year of the Agreement.

- 16.1.2. At least thirty (30) Business Days prior to each anniversary of the Commencement Date the Licensee shall prepare a new Marketing and Promotion Plan to apply for one year commencing on that anniversary. Such plan shall be submitted to ATOC.

16.2. Sales Performance

- 16.2.1. Throughout the Term, the Licensee shall use its best endeavours to achieve the sales objectives in the Marketing and Promotion Plan for each year of the Licence term.

- 16.2.2. No less than once every six months commencing from the Commencement Date, ATOC and the Licensee shall meet at ATOC's offices to discuss the Licensee's performance under this Agreement including, but not limited to, its performance against the then applicable Marketing and Promotion Plan.

- 16.2.3. If in the opinion of ATOC the Licensee has failed to make reasonable efforts to launch the sale of Rail Products in the International Markets or has not used reasonable endeavours to maximise the sales of Rail Products including but not limited to complying with the Marketing and Promotion Plan then, upon the request of ATOC the Licensee must produce and submit to ATOC in writing within 30 days of that request a recovery plan including inter-alia the Licensee's recommendations for improving the volume of sales for that year to an agreed level and a date by which

such improvements shall be achieved. The Licensee shall implement the recovery plan subject to the amendments, if any, agreed with ATOC.

- 16.2.4. If the recovery plan agreed pursuant to Clause 16.2.3 has failed to meet the agreed sales objectives by the agreed date, without prejudice to any other of their rights under this Agreement, ATOC may take such further steps as it sees fit, including the giving of not less than 3 months notice of termination of this Agreement.

16.3. Display of ATOC Accreditation Mark

The Licensee shall, in respect of Authorised Sites, when marketing, promoting or advertising its sale of Rail Products as authorised under this Agreement, acknowledge that it is Accredited to do so by ATOC and for such purpose shall use (and is hereby licensed to use) the ATOC Accreditation Mark, together with any form of words as may be specified in the relevant ATOC Standard unless ATOC permits the Licensee not to include such acknowledgement, such permission not to be unreasonably withheld or delayed.

16.4. Designation

The Licensee may represent itself on its letterheads and in its advertising as an "ATOC International Licensee" being licensed to sell Rail Products and provide Train Service Information but shall not hold itself out as authorised to represent or otherwise act on behalf of any of the Operators, ATOC or RSP except as expressly contemplated by this Agreement or as otherwise authorised in writing by the person(s) the Licensee purports to represent. Furthermore the Licensee shall not hold itself out to be the exclusive Licensee for the provision of the service.

16.5. Licence of Rail Product names

- 16.5.1. To the extent necessary to perform its obligations under this Agreement but not otherwise, the Licensee is licensed to use any trade marks or trade names comprising the names of Rail Products. The licence relates only to the marks and names in the manner in which they are portrayed on, or in relation to, the Rail Products or material relating to them supplied by ATOC. Such a licence will terminate on the expiry of this Agreement. The Licensee shall not alter, deface or remove in any manner any reference to such trade marks or trade names on any Tickets.
- 16.5.2. The Licensee will immediately bring to the notice of RSP any improper or wrongful use of such trade marks or trade names of which the Licensee becomes aware and will, at the cost of RSP, assist in taking all steps requested by RSP to defend its rights in any litigation to protect such names or marks.

16.6. Market Research

ATOC may from time to time wish to undertake research with the aim of better understanding the market and/or customer perceptions. The Licensee will assist and cooperate with ATOC in achieving this aim.

17. STAFF TRAINING

17.1. The Licensee shall ensure that it only uses trained staff, in order to enable the Licensee to comply with the relevant ATOC Standards to provide Train Service Information and sell Rail Products under this Agreement. The Licensee shall be expected to ensure that staff who are currently trained in retailing Rail Products are also trained in retailing National ToD.

17.2. The Licensee shall ensure that at all times a minimum of 10% of its customer-contact staff providing Train Service Information and selling Rail Products under this Agreement hold the ATOC Certificate of Rail Agency Competence enabling them to act as product specialists.

18. ACCOUNT MANAGER

The Licensee shall appoint an Account Manager to act as a focal point for ATOC and RSP enquiries and any issues relating to this Agreement.

19. SETTLEMENT

19.1. Settlement of sums due in respect of Rail Products sold by the Licensee shall be through the services of RSP in accordance with the Clearance and Settlement Procedure set out in Schedule 4.

19.2. All monies received by the Licensee in respect of the sale of Rail Products, less the Licensee's Remuneration payable, shall be held for RSP until payment has been received by RSP.

19.3. Settlement of sums due in respect of Rail Products sold by the Licensee shall be in Pounds sterling (GBP) notwithstanding that payment may have been received in other currencies and notwithstanding that payment may have been subject to the imposition of any local taxes (for which the Licensee must account to the appropriate authority).

19.4. The Licensee is entitled to sell the Rail Products in currencies other than Pounds sterling and may convert the Price into those currencies. If in accounting for the Price in Pounds sterling the Licensee incurs a loss in converting the Price into Pounds sterling, such loss shall be for the account of the Licensee and shall not affect the Licensee's obligation to settle for the Price in Pounds sterling.

20. LICENSEE'S REMUNERATION

20.1. Entitlement to Licensee's Remuneration

The Licensee shall be entitled to the Licensee's Remuneration (together with any applicable VAT) in respect of each Rail Product sold by it at the rate set out in Schedule 2 or such other rate as it may agree in writing with ATOC from time to time. The Licensee shall only have a claim to such Licensee's Remuneration against RSP and not against any Operator.

20.2. Interest charges

If the Licensee fails to pay any amount payable by it under this Agreement when due it shall pay interest to RSP in accordance with the Clearance and Settlement Procedure.

21. PROVISION OF RAIL PRODUCT AND TIMETABLE INFORMATION

21.1. RSP Data

Upon request and payment of any relevant charges, RSP shall supply the Licensee with RSP Data relating to Rail Products that the Licensee is authorised to sell and Train Service Information the Licensee is required to provide under this Agreement.

22. RIGHTS OF ATOC

22.1. Rights to review accounts

The Licensee shall if requested supply to ATOC (if the Licensee is a company) a copy of its latest audited accounts filed with the Registrar of Companies or equivalent organisation in the Licensee's country of registration.

22.2. Rights of inspection and audit

22.2.1. 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 Licensee's sale and Refund, including by ToD, of Rail Products under this Agreement :

- (a) If at any time RSP believes that the Licensee has made an error of more than £10,000 in the sums it is required to settle to RSP under this Agreement the Licensee 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 Licensee shall supply RSP with a copy of such report within ten (10) Business Days of its issue.

- (b) If the auditor's investigation concludes or indicates that the Licensee did not have an error, or did have an error in the sums it is required to settle to RSP under this Agreement but that such error did not exceed £10,000 RSP shall reimburse the Licensee in the sum of the proven fee charged by the independent auditor.
- (c) Upon notification by the Licensee of any error pursuant to sub-Clause (a) above RSP shall instruct the Licensee as to what action it should take in order to correct such error and the Licensee shall carry out such action in accordance with RSP's reasonable instructions. The Licensee shall be responsible for the cost of remedying such error.

22.2.2. The Licensee must permit, and shall ensure that any Sub-Licensee or White Label appointed by it must permit RSP or anyone authorised by it, on reasonable notice, to observe the Licensee's systems for the sale of Rail Products and the making of Rail Product Refunds and to inspect any records, Approved Site(s), Approved TIS or other property that RSP or anyone so authorised reasonably requires to inspect so as to verify that the Licensee has performed and is capable of performing its obligations under this Agreement and in particular its obligations under Clause 12 of this Agreement.

22.2.3. The Licensee must give every reasonable assistance to RSP and anyone so authorised, and must comply with all their reasonable requests (including a request to take copies or extracts from the Licensee's records), subject to Clauses 28 and 37.

22.2.4. The Licensee 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 Schedule 13. In respect of any failure by the Licensee to comply with its obligations under this Agreement, the Licensee shall include in that statement details of such failures or errors and actual or proposed (with reasonable timeframes where necessary) actions necessary for ensuring compliance. The Licensee shall supply to RSP a copy of the self-certification statement within five (5) Business Days of completion of the audit.

22.2.5. Notwithstanding any of the foregoing provisions in this Clause 22 the Licensee shall monitor on a regular basis its systems for the sale of Rail Products under this Agreement and shall notify RSP immediately upon becoming aware of any breaches of this Agreement.

22.3. Obligations of the Licensee to assist ATOC

The Licensee shall give every reasonable assistance to ATOC and RSP, and anyone authorised by either of them, shall comply with all their reasonable requests and shall

allow them to take copies or extracts from its records which relate to this Agreement and the performance of the Licensee's obligations under this Agreement.

23. PROVISION OF INFORMATION BY THE LICENSEE

- 23.1. The Licensee shall if requested by ATOC supply to ATOC information on any material change to the Licensee's trading conditions. The definition of material change shall be as reasonably determined by ATOC at the time of the request.
- 23.2. The Licensee shall provide information it is required to disclose pursuant to this Clause 23 to ATOC within 4 weeks from receipt of such request, or such other period agreed with ATOC.
- 23.3. The Licensee shall provide such Management Information as is required by ATOC as detailed in Schedule 9.
- 23.4. The parties agree that the provisions of Clauses 28 and 37 below shall apply to any information disclosed pursuant to this Clause 23.

24. BONDS AND CHARGES

- 24.1. RSP shall require the Licensee to obtain, and keep renewed, a bond, guarantee, interim payments or 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 Licensee 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 Licensee 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 each Settlement Period by RSP and the Licensee, and adjusted in line with Clause 24.2 below.
- 24.2. The amount of the Security to satisfy Clause 24.1 shall be an amount equal to RSP's maximum exposure over 2 Settlement Periods on an historic or projected basis as RSP in its sole discretion shall determine. The initial value of the Security required by this Agreement shall be as specified in Appendix B to Schedule 4.

25. AUTHORISED SITES

- 25.1. The Licensee shall throughout the Term maintain a register of its Authorised Sites. The content and format of the register shall be as specified by ATOC in Schedule 3 and shall be in operation by no later than one month after the Commencement Date.

- 25.2. Upon request from ATOC from time to time the Agent shall within 14 days of such request provide ATOC with details of the information held in the register referred to in Clause 25.1 above.

26. TERM

- 26.1. This Agreement shall commence on the Commencement Date and shall subject to Clause 2.3 of this Agreement continue in force (unless terminated at an earlier date pursuant to the provisions of this Agreement) until 30th April 2013.
- 26.2. ATOC and RSP may at their sole discretion extend the Term of this Agreement by up to a further two years on substantially the same terms.

27. TERMINATION

27.1. Termination of Agreement

Without prejudice to their rights elsewhere in this Agreement, ATOC or RSP may terminate this Agreement with immediate effect by giving written notice to the Licensee if the Licensee:

- (a) has committed any act of fraud or negligence or is in material breach of this Agreement;
- (b) has failed to pay any amount(s) due to RSP under this Agreement for one Settlement Period;
- (c) has failed to obtain or keep renewed the Security required under Clause 24 as the case may be for a period of five (5) Business Days;
- (d) is unable to pay its debts (within the meaning of Sections 123 (construed without the reference to "appears to the Court that"), 222 to 224 or 268 of the Insolvency Act 1986) or has any voluntary arrangement proposed in relation to it under Section 1 of that Act or enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by ATOC);
- (e) 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;
- (f) goes into administration;
- (g) suffers the proposal of any resolution for its winding-up;

- (h) suffers the presentation of a petition for its winding up or bankruptcy;
- (i) becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction;
- (j) if a company becomes a subsidiary within the meaning of the Companies Act 2006 of a company of which it was not a subsidiary at the date of this Agreement or substantially all of the business of the Licensee is sold or transferred to another person;
- (k) the Licensee is guilty of any conduct which in the reasonable opinion of the ATOC is materially prejudicial to any of the Operators' interests;
- (l) a significant change in the organisation, methods of control or management of the Licensee in such a way as, in the opinion of the ATOC, results in the Licensee being manifestly and materially less able to carry out its duties under this Agreement effectively;
- (m) there is a Change of Control in accordance with Clause 45 ;
- (n) the Licensee ceases, for any reason, to be able to carry on business as Licensee under this Agreement in the International Markets or is prevented from carrying on such business; or
- (o) the Licensee fails to achieve the Pilot and an Approval Certificate in accordance with Schedule 14 within six months of the Commencement Date.

27.1.1. Where the Licensee is incorporated under a law other than English law, sub-Clauses 27.1.(d) to 27.1.(j) above shall be interpreted to refer to such provisions, if any, under such other relevant law as have similar or analogous effect

27.2. Accrued rights and obligations.

Termination of this Agreement, however caused, shall not affect the accrued rights and obligations of the parties and the Licensee shall account to RSP for all amounts outstanding under this Agreement forthwith after any such termination

27.3. Obligations of Licensee on termination

27.3.1. Immediately upon termination of this Agreement upon request from ATOC or RSP the Licensee shall at its own cost, return to ATOC or RSP or any person nominated by them by recorded postal delivery all materials and other information relating to this Agreement supplied to the Licensee and any material using the names of any of the

Rail Products. The Licensee shall also, if so requested by ATOC, surrender to ATOC all Tickets held by or on behalf of the Licensee (for which ATOC shall reimburse the Licensee the verifiable invoiced purchase cost of such Rail Products).

27.3.2. The Licensee shall also allow ATOC, RSP and/or their licensees to remove immediately upon termination of this Agreement any and all such materials and information relating to this Agreement and supplied by them.

27.3.3. Once this Agreement is terminated the Licensee shall not sell or issue any Rail Products or make any Refunds in respect of any Rail Products or hold itself out as having any authority to sell or issue any such Rail Product or make any such Refunds 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.

27.4. Suspension of Agreement

27.4.1. Notwithstanding any other provision of this Agreement in the event that the Licensee is in breach or ATOC reasonably believes that the Licensee will commit a breach of any aspect of this agreement, ATOC will issue notice to the Licensee to remedy or prevent such breach within ten (10) business days. If the Licensee fails to remedy or prevent the breach within 10 business days, ATOC may at any time issue the Licensee with a notice in writing suspending this Agreement in relation to the authority it has given to the Licensee to sell Rail Products ("Suspension Notice").

27.4.2. The Suspension Notice shall include the reason for suspension of the Agreement and any action required of the Licensee at its own cost to either remedy or prevent such breach as the case may be and such suspension shall:

- (a) be for such reasonable period of time as ATOC at its sole discretion may determine (the "Suspension Period");
- (b) not release the Licensee from its obligation to pay to RSP any sums outstanding relating to Rail Products sold before the commencement of the Suspension Period;
- (c) not release the Licensee from any obligation it may have under this Agreement to maintain a bond.

27.4.3. Upon carrying out to the satisfaction of ATOC the action specified in the Suspension Notice ATOC shall notify the Licensee in writing of the end of the Suspension Period and immediately reinstate the Licensee. Such notification shall be without prejudice to ATOC's right to issue further Suspension Notices.

27.4.4. In the event that the Licensee fails to carry out to the satisfaction of ATOC the action specified in the Suspension Notice ATOC may at its sole discretion elect to:

- (a) extend the Suspension Period for a further period of time; or
- (b) terminate this Agreement in accordance with its terms.

28. CONFIDENTIALITY

28.1. Each of the parties shall treat any information that they or any of their delegates or agents receives from any other under this Agreement as confidential. Accordingly, no party shall, and each of them shall procure that its delegates and agents do not, disclose such information (or any other confidential information relating to any other party held by them) to any other person. However, subject to any other applicable confidentiality obligations, information may be disclosed by any party or a person acting on behalf of any party:

- (a) to the extent contemplated by this Agreement;
- (b) where the disclosure is required under the Act or is otherwise made under compulsion of law;
- (c) to the Rail Regulator, the Authority or taxation authority;
- (d) to any person to whom any of RSP's powers, discretions or obligations under this Agreement have been delegated;
- (e) to the professional advisers of ATOC, RSP, or any Operator;
- (f) to the extent necessary for the performance by ATOC or RSP of their obligations under this Agreement;
- (g) for the purpose of enabling ATOC, RSP, or any Operator; to institute, carry on or defend any legal proceedings; and
- (h) to the extent that such information is in the public domain at the time of the disclosure otherwise than as a result of a breach of this Clause 28.

29. ASSIGNABILITY

29.1. By the Licensee

The Licensee's rights and obligations under this Agreement are personal to the Licensee and are not capable of being assigned, charged or otherwise transferred or

encumbered. The Licensee shall not attempt or purport to assign, charge or otherwise transfer or encumber any of such rights and obligations.

29.2. By RSP or Operators

The rights and obligations of each Operator; and RSP under this Agreement are not personal to any of them and may be assigned by RSP and each such Operator; as they in their absolute discretion may decide.

30. NOTICES

30.1. The Licensee shall maintain, as a minimum, a nominated United Kingdom based solicitor to accept service of documents or notices and prior to the commencement of this Agreement notify the details of such solicitor to ATOC.

30.2. Service

30.2.1. Service of notices (other than notice of termination) or other documents referred to in this Agreement shall be effected by:-

- (a) post to the proper address;
- (b) leaving the document at the proper address; or
- (c) personal service.

30.2.2. Service of notices of termination shall be effected by registered post, or some other secure method providing delivery confirmation, to the proper address.

30.3. Proper address

The proper address of a person is: -

- (a) in the case of the Licensee, the current address for service notified to ATOC in accordance with this Clause 30, its principal or last known place of business in the United Kingdom or, if the Licensee is a body corporate, its registered office in the United Kingdom;
- (b) in the case of any Operator; the address of ATOC;
- (c) in the case of RSP, its registered office in the United Kingdom; or

- (d) the business address of the solicitor, if any, who is acting for that person in the matter in connection with which the service of the document in question is to be effected.

30.4. Date service is effected

Where post is used and the document is proved to have been posted, the document shall be deemed to be delivered on the postal date. Where the document has been left at the relevant party's official address for correspondence the date of delivery shall be deemed to be the date on which it was left.

31. REPLACEMENT OF ATOC

The Operators may from time to time terminate the appointment of ATOC and appoint a substitute by notice in writing to the Licensee signed by ATOC from the Operators or a person (other than ATOC) authorised to act on their behalf. In such event, references in this Agreement to "ATOC" shall be construed as referring to such substitute.

32. CHANGE OF OPERATORS

32.1. New Operators

ATOC may from time to time give the Licensee reasonable prior written notice that a new Operator will be party to this Agreement. Upon the expiry of such notice the Licensee and such Operator shall acquire such rights and obligations with respect to each other as they would have had if they had entered into an agreement substantially in the form of this Agreement at the date of the expiry of such notice and references in this Agreement to the Operators shall, subject to Clause 32.2, include such Operator.

32.2. Withdrawal of Operators

ATOC may from time to time give the Licensee reasonable written notice of the withdrawal of an Operator from this Agreement. Upon the expiry of such notice this Agreement shall terminate with respect to that Operator and references in this Agreement to the Operators shall be construed accordingly. Such termination shall not affect any rights or obligations which have accrued at the date it occurs or the rights or obligations of the parties with respect to any other Operator.

33. AUTHORITY OF OPERATORS

Only ATOC is authorised to give any notices, consents or waivers contemplated by or otherwise relating to this Agreement on behalf of the Operators. No notice, consent or waiver given by any Operator (other than by ATOC) on behalf of another

shall be binding on that other Operator unless the notice, consent or waiver has been expressly authorised by that other Operator in writing.

34. WAIVER

34.1. No act or omission by ATOC or RSP of the performance of any of the provisions of this Agreement shall operate or be construed as a waiver unless stated to be a waiver in writing.

34.2. No waiver by ATOC or RSP of the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default, whether of a similar or a different character. A failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

35. INVALIDITY

If any provision in this Agreement is held to be void, illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall, to that extent, be deemed not to form part of this Agreement. However, the legality and enforceability of the remainder of this Agreement shall not be affected.

36. COMPETITION ACT 1998

If any party to this Agreement considers that an approach to the Office of Fair Trading should be made under the Competition Act 1998 whether for formal or informal guidance, then the parties will use their best endeavours to co-operate to make such an approach at the earliest date at which any party shall consider any such an approach to be appropriate..

37. DATA PROTECTION ACT

The Licensee warrants to each of the Operators that in respect of any personal data (as defined in the Data Protection Act 1998) which it holds or processes pursuant to this Agreement:

- (a) It has duly made all necessary registrations of its particulars (including, without prejudice, the purposes for which such data is held), sources and intended disclosures in accordance with the provisions of the Data Protection Act 1998 and will supply on request to ATOC or RSP a copy of such registrations together with any amended particulars that may be filed from time to time;

- (b) It complies and will continue to comply with each of the provisions of the Data Protection Act 1998 as amended or replaced from time to time, including, without prejudice, the Data Protection Principles referred to in that Act, in relation to data covered by this Clause;
- (c) Its Data Protection registrations contemplate it providing to the Operators, RSP or ATOC or their duly authorised representatives, personal data in relation to the Rail Products and Train Service Information;
- (d) It will co-operate fully with each of the Operators, RSP and ATOC in complying with any subject access request and in dealing with any investigation carried out by the Data Protection Registrar; and
- (e) It will co-operate fully with each of the Operators, RSP and ATOC in the making of their respective registrations under the Data Protection Act 1998 and in the making of any change to any part of such registrations in relation to the operation of this Agreement.

38. VARIATION

- 38.1. If ATOC and/or RSP introduce any Mandatory Variations, the Licensee shall accept such changes and the Licensee 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.
- 38.2. If any or all provisions in this Agreement are held to be void, illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision(s) or part shall, to that extent, be deemed not to form part of this Agreement. However, the legality and enforceability of the remainder of this Agreement shall not be affected

39. OTHER REGULATORY REQUIREMENTS

The Licensee shall act with reasonable care and skill in performing its duties under this Agreement and shall not knowingly put any of the Operators in breach of any applicable legal or regulatory requirements when providing Train Service Information or selling a Rail Product or communicating with any purchaser or potential purchaser of such a Rail Product

40. NATIONAL RAIL CONDITIONS OF CARRIAGE

The Licensee shall not waive or vary or purport to waive or vary the National Rail Conditions of Carriage or any other terms and conditions to which any Rail Product is subject.

41. BUSINESS NAMES

The Licensee shall notify ATOC when it changes the name(s) under which the Licensee trades and shall not change the location or number of its Authorised Sites except in accordance with the provisions of this Agreement.

42. COMPLIANCE WITH PROCEDURES

The Licensee shall comply with any instructions and procedures relating to the operation of this Agreement and notified to it by ATOC or RSP from time to time.

43. TIME OF THE ESSENCE

In this Agreement time shall be of the essence.

44. APPEAL PROCESS

44.1. The parties to this Agreement shall resolve any disputes ("Disputes") arising under or in connection with this Agreement in the manner set out in this Clause 44;

44.2. A member of the ATOC Commercial Board and the Licensee's relevant director shall seek to resolve the Dispute;

44.3. If resolution under Clause 44.2 above is not reached within twenty (20) Business Days the Dispute shall be dealt with by way of arbitration pursuant to the provisions of the Arbitration Act 1996:

44.3.1. In such circumstances either party shall within ten (10) Business Days provide written notice to the other that it wishes to proceed with arbitration;

44.3.2. ATOC will then write to the Chartered Institute of Arbitrators asking them to provide a list of appropriate arbitrators to arbitrate on the Dispute and thereupon ATOC and the Agent shall both seek to agree the selection of an arbitrator from the list;

44.3.3. If the parties fail to select an arbitrator within thirty (30) Business Days or such other time as may be agreed of receipt by the parties of the list of arbitrators referred to in Clause 44.3.2 then ATOC shall write to the Chartered Institute of Arbitrators requesting them to select an appropriate arbitrator. Such selection shall be binding on the parties;

44.3.4. The arbitrator selected under this Clause 44 shall be responsible for determining the process and length of time required to achieve resolution of the Dispute;

44.3.5. Any decision of the arbitrator appointed under this Clause 44 shall be final and binding on the parties.

45. CHANGE OF CONTROL

45.1. The Licensee must notify ATOC in writing within one month after a Change of Control (as defined by Clause 45.2) in the Licensee or its holding company. ATOC may (as set out in this Clause) terminate this Agreement by notice in writing if there is a Change of Control which ATOC reasonably considers will have a material effect on the Licensee's ability to fulfil its obligations under this Agreement or is in some other material way detrimental to the interests of the Operators. ATOC shall only be permitted to exercise its rights pursuant to this Clause 45.1 within three months after it receives notice of such Change of Control and shall not be permitted to exercise such rights where ATOC has agreed in advance in writing to the particular Change of Control and such Change of Control takes place as proposed.

45.2. For the purposes of Clause 45.1 there shall be a "Change of Control" if a person who does not have control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) of the Licensee or a holding company of the Licensee acquires control (as so defined) of the Licensee or of such a holding company, Provided that, for the avoidance of doubt:

45.2.1. an initial public offer of securities in the Licensee or a holding company of the Licensee shall not be a Change of Control;

45.2.2. a transaction or reorganisation which does not lead to any material change in the ultimate ownership of the Licensee (for example, the acquisition of control of the Licensee or a holding company of the Licensee by a company whose shareholders are substantially the same as the shareholders of the Licensee (or of the relevant holding company) immediately before the acquisition) shall not be a Change of Control.

46. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law and each of the parties irrevocably submits to the jurisdiction of the English courts.

SCHEDULE 1- THE OPERATORS

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

SCHEDULE 2 - LICENSEE'S REMUNERATION

The Licensee's Remuneration each Settlement Period shall consist of commission. in respect of the Price of the Rail Products Issued as reduced by any refund made during the Settlement Period and any applicable discount payable.:

The level of commission during the Term shall be as follows:

Year 1 commencing on first day Pilot commences and ending on 30th April 2011: 9%
Year 2 commencing on 1st May 2011 and ending on 30th April 2012: 9%
Year 3 commencing on 1st May 2012 and ending on 30th April 2013: 8%

SCHEDULE 3 - AUTHORISED SITES

Authorised Sites shall be shown separately categorised under the following headings as applicable:

- (i) Retail premises
- (ii) Telephone Sales Centres
- (iii) Internet Sites
- (iv) Sub-Licensees
- (v) White Labels

SCHEDULE 4 - CLEARANCE AND SETTLEMENT PROCEDURE

1. General

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

1.1.1 Rail Products sold by the Licensee;

1.1.2 Refunds made by the Licensee in respect of Rail Products;

1.1.3 Licensee's Remuneration;

1.1.4 RSP Service Charges; and

1.1.5 Ticket on Departure Fulfilment Charges, if applicable;

2. Provision of Information by the Licensee

2.1 Each Settlement Period the Licensee shall provide to RSP the information referred to in Paragraphs 3 to 6 in respect of all Rail Products sold, issued or Refunded by it during that Settlement Period. All such information shall be provided:

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

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

2.2 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 Licensee 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 the usual way.

2.3 Rail Products "Issued" means as issued from an Approved TIS, including those Rail Products issued at a Collection Point (and "Issues" shall be construed accordingly).

2.4 The Licensee shall make arrangements for the transfer of such information to RSP systems from such Approved TIS. Such transfer shall take place at such times and in accordance with such procedures as RSP may notify to the Licensee from time to time and the Licensee shall cooperate with such procedures.

3. Information about Non ToD transactions

3.1 The following information shall be provided by the Licensee to RSP in respect of each Fare which is sold by the Licensee under this Agreement, by the end of the Business Day after that Fare was sold:

- 3.1.1 the code, as supplied by RSP, for the region where the Ticket was sold;
- 3.1.2 the date of issue and the period of validity;
- 3.1.3 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);
- 3.1.4 the destination (unless validity is for journeys within a particular area, in which case the area of validity should be stated);
- 3.1.5 any requirements as to the route that must be taken or the Operators whose trains must or must not be used;
- 3.1.6 the class of accommodation;
- 3.1.7 the type of Ticket;
- 3.1.8 the Price (including any applicable VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) of the Ticket;
- 3.1.9 if the rights and restrictions applicable to the Ticket permit it to be sold only to a particular category of person, an indication of the category in question;
- 3.1.10 the amount of VAT charged, if any;
- 3.1.11 the value and type of any discount that has been applied to the Ticket sold in respect of any Discount Card or other authorised discount (e.g. child);
- 3.1.12 in respect of the Approved TIS used to issue the Ticket, the number of the Approved TIS unless the Approval Certificate for that Approved TIS does not specify a number for it; and
- 3.1.13 any other information relating to such Tickets required by RSP (other than personal data relating to the Customer) from time to time.

4. Information about ToD transactions

4.1 In addition to the information specified in paragraphs 3.1.1 to 3.1.13 above, the Licensee shall provide the following information for ToD transactions by the end of the Business Day after the Fare was sold:

4.1.1 the Customer Transaction Reference ("CTR") for the Ticket as supplied to the Licensee's TIS by RSP; and

4.1.2 the name and address of the purchaser.

5. Information about Reservations

5.1 The following information shall be provided by the Licensee to RSP in respect of each Reservation which is sold or free Reservation which is made by the Licensee under this Agreement, by the end of the Business Day after that Reservation was sold or free Reservation made:

5.1.1 the code, as supplied by RSP, for the region where the Reservation was sold;

5.1.2 the type of Reservation and the date on which the Reservation is valid;

5.1.3 the departure time of the train service on which the Reservation is valid;

5.1.4 the stations between which the Reservation is valid;

5.1.5 the direction of travel of the service on which the Reservation is valid;

5.1.6 the class of accommodation to which the reservation relates;

5.1.7 the Price (including any applicable VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) of the Reservation;

5.1.8 the amount of any VAT charged;

5.1.9 the number of the Approved TIS used to issue the Reservation;

5.1.10 the name of the purchaser; and

5.1.11 any other information relating to such Reservation required by RSP (other than personal data of the Customer) from time to time.

6. Information about Refunds

- 6.1 Where a Refund is made by the Licensee in respect of an unused Ticket the Licensee shall return a cancelled Ticket in support of the Refund to RSP.
- 6.2 Licensees must comply with the Travel Agents Refund Service (TARS) procedure as notified from time to time by RSP including but not limited to any requirement to charge an administration fee.
- 6.3 The Licensee must provide to RSP the following information in respect of each Refund made by the Licensee:
- 6.3.1 the code, as supplied by RSP, for the region where the Refund was made;
 - 6.3.2 the date the Refund was made;
 - 6.3.3 the amount of the Refund before the deduction of any administration fees;
 - 6.3.4 the Rail Product in respect of which the Refund was made;
 - 6.3.5 the name and address of the person to whom the Refund was made;
 - 6.3.6 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);
 - 6.3.7 the net value of the Refund made; and
 - 6.3.8 any other information relating to such Refund required by RSP (other than personal data of the Customer) from time to time.
- 6.4 The Licensee must provide the information referred to in Paragraph 6.2 above within five (5) Business Days after the week in which the relevant Refund was made.

7. Information Supplied Incorrectly

- 7.1 If any information provided to RSP by the Licensee under Paragraphs 3 to 6 is incomplete, fails RSP validation, is provided in a different format or in accordance with a different procedure from that specified by RSP and agreed by the Licensee from time to time, RSP shall have discretion as to whether or not to Accept for Clearing the relevant Rail Product and/or Refund in that Settlement Period. If RSP elects not to do so it shall notify the Licensee accordingly of this decision within five (5) Business Days and also advise the Licensee within ten (10) Business Days of any

costs which the Licensee shall have to pay in respect of correcting this information for resubmission to RSP, so that the relevant Rail Product and/or Refund can be Accepted for Clearing in the subsequent Settlement Period.

- 7.2 Where the Licensee fails to provide the information referred to in Paragraphs 3 to 6 above by the time it is required to do so pursuant to those Paragraphs in accordance with Paragraph 2.1 above and, as a result, any Rail Products issued by that Licensee are not Accepted for Clearing until after the end of the Settlement Period in which they were sold in respect of ToDs, Issued or made, RSP may calculate the amount of Licensee's Remuneration to which the Licensee would otherwise be entitled in respect of those Rail Products. If RSP decides to make this calculation, that Operator shall not be entitled to receive Licensee's Remuneration on those Rail Products at that time, but will receive the Licensee's Remuneration when the Rail Products Issued by the Licensee are Accepted for Clearing, less RSP's reasonable costs.
- 7.3 If the reasonable cost (including any VAT for which RSP is not entitled to a credit under the VAT Act) to RSP of calculating the amount of the Licensee's Remuneration referred to in sub-Paragraph 7.2 above exceeds the amount of that Licensee's Remuneration (together with any applicable VAT), the excess (including any applicable VAT) will be payable by the Licensee to RSP on demand (or, in the event that VAT is applicable, within twenty (20) Business Days of provision to the Licensee of an appropriate invoice together with any applicable VAT).

8. Data Re-creation

- 8.1 If any information which the Licensee is bound to provide under Paragraphs 3 to 6 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 Licensee to provide the information, the Licensee shall notify RSP accordingly as soon as reasonably practicable after such event occurs.
- 8.2 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.
- 8.3 The Licensee 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.
- 8.4 Any missing information which is obtained by RSP from an alternative source, or is estimated by it under this Paragraph 8.4 shall, for the purpose of the Clearance and

Settlement Procedure, be deemed to have been provided by the Licensee in the absence of fraud or wilful default or manifest error by RSP.

- 8.5 RSP may charge a reasonable cost for its services for data recreation unless as a result of RSP's fault. 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 Licensee of an appropriate VAT invoice together with any applicable VAT).

9. Time at Which Items are Accepted for Clearing

- 9.1 RSP may elect to treat any Rail Product or Refund in relation to which the information referred to in Paragraphs 3 to 6 was:

9.1.1 received by it in a particular Settlement Period from the Licensee, 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

9.1.2 incomplete or supplied in a format or in accordance with a procedure which is different from that specified by RSP and agreed by the Licensee 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.

10 Effect of Acceptance for Clearing

- 10.1 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 Licensee 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 Licensee in respect of the Settlement Period in which the Rail Product or, as the case may be, Refund is Accepted for Clearing.

11. Preservation of Information

Information

- 11.1 The Licensee shall preserve the information specified in Paragraphs 3 to 6 in relation to every Rail Product it Issues, or every ToD transaction it sells, and every Refund it makes. Such information shall be preserved in the case of Rail Products Issued using an Approved TIS or Refunds made in respect of such Rail Products until that information has been received by RSP and in all other cases for thirty (30) Settlement Periods after the end of the Settlement Period in which the Rail Product was Issued or, as the case may be, Refund was made.

- 11.2 Where the Licensee's Approved TIS requires it, RSP shall make arrangements for the transfer of information from the Licensee's Approved TIS to RSP. Such transfer shall take place at such times and in accordance with the procedures as at the date of this Agreement, or such procedures as RSP may notify the Licensee from time to time and the Licensee shall co-operate with such procedures. Where the Licensee's TIS automatically transfers information to RSP, the Licensee shall comply with the requirements of the Approval Certificate for that Approved TIS when transferring information to RSP.
- 11.3 The Licensee shall preserve summaries of Rail Products and Refunds which were sold in respect of ToDs, Issued or made using an Approved TIS for thirteen (13) Settlement Periods after the end of the Settlement Period in which the information specified in Paragraphs 3 to 6 relating to such Rail Products and Refunds was received by RSP.
- 11.4 RSP may from time to time request, and if so requested the Licensee shall provide, any information (other than personal customer data) in the Licensee's possession or control which relates to Rail Products sold, Issued and Refunded by the Licensee during the twenty four (24) month period preceding such request and in which the Operators or RSP have an interest.
- 11.5 Where any of the information specified in Paragraph 3 to 6 includes VAT information then the Licensee 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.

Methods of Preservation

- 11.6 With the exception of electronic data, which has been transferred to RSP, the information referred to in this Paragraph 11 shall be preserved on computer disc with an additional computer disc copy held in a secure location. .

12. Settlement of Revenues

General

- 12.1 This Paragraph 12 relates to settlement of revenues arising under this Agreement as a result of Rail Products Issued or of Refunds made by the Licensee which were Accepted for Clearing by RSP in that Settlement Period.

Calculation of the Settlement Amount

- 12.2 The Licensee Settlement Amount for a Settlement Period shall be the amount as calculated in accordance with Paragraph 12.3 below.

Amount Owed by the Licensee

12.3 RSP shall in respect of each Settlement Period using the information supplied by the Licensee and Accepted for Clearing by RSP under Paragraphs 3 to 6 calculate an amount (the "Licensee 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 issued by the Licensee 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 Licensee or on its behalf, and Accepted for Clearing by RSP, during that Settlement Period (together with any applicable VAT);

LESS

- (c) the Licensee's Remuneration (calculated on the net of (a) less (b));

PLUS

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

and PLUS

- (e) the aggregate of any Ticket on Departure Fulfilment Charges

Documents to be Supplied by the Licensee to RSP

12.4 In respect of Rail Products Issued and Refunds made by the Licensee, and Accepted for Clearing by RSP, under this Agreement the Licensee shall provide RSP each Settlement Period with the following documents:

- (a) the completed RSP form ("Summary of Refunded Fares Form") or such other form(s) as RSP may from time to time specify, detailing all Refunds made by the Licensee and including the original refunded Rail Product, save for non-issues; and
- (b) all Rail Products which the Licensee cancelled in that Settlement Period (including Rail Products stamped or marked "cancelled")

Rectification of Errors

- 12.5 If, upon receipt of the information provided by the Licensee under Paragraph 2, RSP disputes with good reason the Licensee's information, it shall within ten (10) Business Days recalculate the Licensee's Settlement Amount for that Settlement Period and notify the Licensee accordingly. The Licensee has five (5) Business Days to accept such notification, or to refer the matter to the Appeal Process. If the amount notified to and accepted by the Licensee in accordance with this Paragraph 12.5 is greater than the amount notified to RSP in accordance with Paragraph 2, the Licensee shall pay the difference to RSP forthwith unless RSP permits the Licensee to add the amount due to the Settlement Amount payable in respect of the following Settlement Period. If the amount so notified to and accepted by the Licensee is less than the amount notified to RSP in accordance with Paragraph 2, the Licensee shall deduct the amount due to it from the Settlement Amount payable in respect of the following Settlement Period.

The Paragraph above will not apply to any validly disputed notification. Any notification validly disputed will be settled in accordance with the decision arising out of the Appeal Process.

Payment of the Settlement Amount

- 12.6 Any amounts due from the Licensee under this Agreement shall be paid by direct debit under a mandate granted to RSP over a Pound sterling account with a bank in the United Kingdom in such form as RSP may require from time to time.
- 12.7 The Licensee may not terminate or vary the terms of any such mandate that it grants to RSP without RSP's prior consent.
- 12.8 Payments due to the Licensee from RSP under this Agreement will be made in pounds sterling by the transfer of immediately available funds for value on the day they become due to such pounds sterling account with a bank in the United Kingdom as the Licensee notifies to RSP from time to time on a non-discriminatory basis on not less than one month's written notice to the Licensee.
- 12.9 The Licensee will pay to RSP the Settlement Amount (as calculated in accordance with this Paragraph 12) less any interim payments, in respect of each relevant Settlement Period, on the relevant final settlement payment date as set out in Schedule 5.

13. Liability to Pay Interest

- 13.1 If the Licensee fails to pay any amount payable by it pursuant to this Agreement when due, it shall pay interest on the amount from time to time 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 the Default Rate.
- 13.2 Interest accrued under this Paragraph 13 will be payable on demand but, if not previously demanded, will be payable on the last day of the Settlement Period in which the default occurred. If not paid when due, the interest will be added to the overdue sum and will itself bear interest accordingly.

14. Ticket on Departure Service ("ToD")

ToD Selling Obligations

- 14.1 When Rail Products are sold using ToD via a web based transaction by the Licensee, the Licensee shall provide the customer with e-mail confirmation of the sale, and such confirmation shall comply with the requirements set out in Appendix A of this Schedule below, subject to amendment by ATOC from time to time.

ToD Service Charges

- 14.2 Each Settlement Period, RSP will levy a ToD Service Charge against the Licensee, which is currently 15p per unique Customer Transaction Reference ("CTR") placed by the Licensee in the previous Settlement Period. This ToD Service Charge can be varied by RSP and will be paid by the Licensee to RSP each Settlement Period on one of the Payment Dates.

ToD Fulfilment Charge

- 14.3 For each unique Customer Transaction Reference ("CTR") placed by the Licensee, a ToD Fulfilment Charge will be due from the Licensee to be passed to the Operator which owns the TIS used by the customer to issue the Ticket(s) sold by the Licensee. If the customer fulfils the ticket issue(s) at a self service TIS, then a £0.60 charge is due from the Licensee to the Operator concerned, whereas if the customer fulfils the ticket issue(s) at a ticket office TIS, then a £0.90 fee is due from the Licensee to the Operator concerned. These charges are included in Licensee Settlement Amount as calculated in Paragraph 12.3 of this Schedule.
- 14.4 ToD Fulfilment Charges are only subject to change following formal approval by the Authority and any change shall be advised to the Licensee by ATOC.
- 14.5 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 Licensee.

Inter Operator/Licensee TIS Relationships

- 14.6 In order to participate in ToD, the TIS being used by the Licensee to sell Rail Products must be specifically approved for that purpose by RSP and recognized by all other ToD approved TIS and vice versa. The Licensee must ensure that they

have appropriate arrangements in place in order that they can comply with all requests from RSP in respect of complying with RSP ToD Accreditation Standards.

- 14.7 In order to comply with RSP ToD Accreditation Standards, the Licensee will be expected to update any items which they may use to ensure that their TIS can continue to be recognized by all ToD approved 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.
- 14.8 If the Licensee becomes non compliant in respect of the RSP ToD Accreditation Standards, the Licensee shall be in breach of Paragraph 14.6 of this Schedule and will therefore have its ability to retail ToD withdrawn by RSP with immediate effect.

ToD Interoperability Testing

- 14.9 In order to participate in ToD, the TIS being used by the Licensee 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 Approved TIS.
- 14.10 The Licensee must ensure that they have 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 will not be liable for any costs associated with such arrangements.

ToD Code of Practice

- 14.11 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 Licensee is required to make themselves aware of the contents and comply with them at all times. The ToD Code of Practice is detailed in Schedule 11 to this Agreement.

Licensees' Customer Helpdesk

- 14.12 The Licensee 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 Licensee. The customer helpdesk must be available as follows except for 25th December:

Monday – Friday	06.00hrs to 20.00hrs UK time
Saturday - Sunday	08.00hrs to 18.00hrs UK time
Bank Holidays	08.00hrs to 18.00hrs UK time

15. Disaster Recovery & Business Continuity

- 15.1 The Licensee shall ensure that in respect of all RSP data used by the Licensee, it has adequate and sufficient disaster recovery & business continuity arrangements in place and that these are documented and available for inspection by ATOC and RSP. These arrangements must also be tested annually in accordance with the Licensee 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.

16 Payment Card Industry Data Security Standard (PCIDSS)

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

17. National Reservations Service (NRS)

- 17.1 RSP may from time to time request, and if so requested the Licensee shall provide, any information or statistics in the Licensee'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, must be provided by the Licensee to RSP, within twenty-one (21) Business Days of any such request being made by RSP. For the avoidance of doubt, where the Licensee operates hosted services on behalf of another retailer, it shall provide in response to any RSP request, a breakdown of NRS activity for each such hosted service.

18. RSP Service Charges

- 18.1 RSP Services are provided on a non-discriminatory basis. RSP Service Charges reflect the cost which RSP incurs in sourcing these RSP Services from its suppliers and may be varied by RSP from time to time in accordance with changes to charges incurred by RSP, changes to RSP Services or changes to the way in which RSP Services are charged out.
- 18.2 Current RSP Services or RSP Service Charges are listed in Appendix D to this Schedule and may be added to or deleted from by RSP from time to time, and any changes to RSP Services or RSP Service Charges will be advised to the Licensee accordingly. For the avoidance of doubt the RSP Services do not include the provision of testing facilities

19. Fraud Prevention

- 19.1 The Licensee will be expected to implement best practice in the area of fraud prevention and participate in industry meetings designed to raise awareness of the issues surrounding payment card fraud. The Licensee 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 Licensee and these should be considered

20. Liability of RSP

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

21. Time Limits

- 21.1 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.

22. Payments Free and Clear of Set-Off

- 22.1 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.

SCHEDULE 4 - APPENDIX A

TOD BOOKING EMAIL CONFIRMATION

The format of the email confirmation sent to customers following a ToD Bookings made by the Licensee can be determined by the Licensee; however, the mandatory fields detailed below must be included in such a confirmation. It is suggested that the optional fields are also included in order to reduce customer queries. The key mandatory fields should also be in bold characters or highlighted in some way to draw immediate attention to them.

- Ticket Collection Reference (8 Character CTR Reference) – M & B
- Journey Details i.e. Date, Origin, Destination, Route, Reservations - M
- Ticket Type - O
- Individual Fare Paid - O
- Total Fares Paid - M
- Other Non Rail Charges associated with the Booking - M
- Number of Passengers - O
- Passenger Name – M & B
- Carrier Train Company Name - O
- Last four digits of Payment Card used - M
- Payment Card Type (e.g. VISA) - O
- Name of Retailer making the Booking – M & B
- Contact details and instructions for contacting Retailer – M & B
- Reference to National Conditions of Carriage - M
- Conditions of issue i.e. Same Payment Card required for Collection – M & B
- Message: 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

SCHEDULE 4 - APPENDIX B
INITIAL VALUE OF SECURITY – CLAUSE 24.2

The Licensee shall be required to have and to maintain an initial bond, guarantee or other form of Security or a combination thereof in the favour of RSP in a sum to be determined by RSP.

At the time of signing this Agreement, the initial value of Security shall be £TBA as determined by RSP in accordance with Clause 24 of this Agreement.

SCHEDULE 4 - APPENDIX C
FORM OF BOND

[On the Letterhead of the Issuing Bank]

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

[Date 2010]

WHEREAS:

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

Accordingly, [Name of the Issuing Bank] (the "**Issuing Bank**") hereby undertakes to pay RSP, within 3 business days of the receipt of an RSP issued demand (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 £[Value];
- 3. the Issuing Bank's total liability hereunder shall expire on the earlier of:
 - (i) 5pm (London time) on the [Expiry Date of Bond]; 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 [Name];
 - (ii) any re-organisation, insolvency, liquidations, winding-up, receivership or other incapacity of [Name];
 - (iii) any variation of the terms of the Agreement; and
 - (iv) any defences to [Name] arising from an alleged breach by RSP or its members of the terms of the Agreement;
7. RSP shall not be obliged to take legal proceedings or other steps against [Name], other than those specified herein, before enforcing this Bond;
8. this Bond shall be automatically cancelled and all obligations and liabilities terminated and discharged at 5 pm (London time) upon the Expiry Date with no further liability on the part of the Issuing Bank except for any valid Demand presented under this Bond that remains unpaid. From the Expiry Date, this Bond shall be void whether it is returned to the Issuing Bank or not;
9. the Issuing Bank's liability under this Bond shall commence on the Effective Date;
10. for the purpose of this Bond, the "**Effective Date**" means the date on which this Bond is issued by the Issuing Bank;
11. This Bond shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any disputes hereunder.

Yours faithfully,

[Name of the Issuing Bank]
as Issuing Bank

Agreed and acknowledged:

For and on behalf of
Rail Settlement Plan Limited

Date:

SCHEDULE 4 - APPENDIX D
RSP SERVICE CHARGES

Service	Charges per Period	Comments
National Reservation Service	£ 250.00	Charge fixed for an initial term of 6 months, to be reviewed at DATE TBA Normally, NRS component is based on usage (enquiries made by the Licensee), with Assisted Passengers Reservation Service (APRS) component based on earnings for previous financial year
Ticket on Departure Service	£0.15 per CTR placed	
TIS Accreditation Service	£ TBA	RSP Accreditation Day Rate

SCHEDULE 5 – SETTLEMENT DATES 2010-11

Settlement Periods and Payment Dates for the Financial Year Ending 31 March 2011

Settlement Period	Interim Payment Dates				Final Settlement Payment Date
	End Date	First	Second	Third	
P1101	01/05/10	09/04/10	16/04/10	30/04/10	20/05/10
P1102	29/05/10	07/05/10	14/05/10	28/05/10	17/06/10
P1103	26/06/10	04/06/10	11/06/10	25/06/10	15/07/10
P1104	24/07/10	02/07/10	09/07/10	23/07/10	12/08/10
P1105	21/08/10	30/07/10	06/08/10	20/08/10	09/09/10
P1106	18/09/10	27/08/10	03/09/10	17/09/10	07/10/10
P1107	16/10/10	24/09/10	01/10/10	15/10/10	04/11/10
P1108	13/11/10	22/10/10	29/10/10	12/11/10	02/12/10
P1109	11/12/10	19/11/10	26/11/10	10/12/10	30/12/10
P1110	08/01/11	17/12/10	24/12/10	07/01/11	27/01/11
P1111	05/02/11	14/01/11	21/01/11	04/02/11	24/02/11
P1112	05/03/11	11/02/11	18/02/11	04/03/11	24/03/11
P1113	31/03/11	11/03/11	18/03/11	01/04/11	21/04/11

On or before the 31st March each year, RSP shall determine the Settlement Periods for the following financial year commencing 1st April and notify them in writing to **LICENSEE**. 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.

26 January 2010

SCHEDULE 6 - RAIL PRODUCTS THE LICENSEE IS OBLIGED TO SELL

Subject to the restrictions on the Licensee's authority under this Agreement (including for the avoidance of doubt those contained in Schedule 8 of this Agreement) the Rail Products shall consist of the following:

- (a) Tickets to be issued with the aid of an Approved TIS for which the fare has been provided and in accordance with the rules for the application of such fares as shall from time to time be supplied by RSP. The Licensee is not obliged to undertake a transaction the value of which is less than £10;
- (b) Reservations relating to Tickets;
- (c) Such other products which may be settled through the services of RSP as ATOC may notify to the Licensee from time to time.

SCHEDULE 7 - APPROVED METHODS OF RETAILING

Methods of Retailing

For the purposes of Clause 10 of this Agreement, an Approved Method of Retailing may consist of one or all of the following methods:

- (a) through the Licensee's retail premises using an Approved TIS or;
- (b) through a Telephone Sales Centre using an Approved TIS or;
- (c) through an Internet Site using an Approved TIS.

SCHEDULE 8 - RESTRICTIONS ON THE LICENSEE'S AUTHORITY

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

- (a) Season Tickets;
- (b) One-Day Travelcards which do not comply with Transport for London's specifications;
- (c) Tickets sold in exchange for Warrants;
- (d) Tickets purchased with the benefit of any railway staff privilege card;
- (e) Discount Cards which are specifically intended for use by disabled persons;
- (f) Inclusive Tour fares or other net fares;
- (g) Integrated tickets which contain elements that are not VAT zero-rated;
- (h) Interline Fares (through fares);
- (i) BritRail Fares;
- (j) UIC TCV Fares; or
- (k) SailRail Fares in the direction from Ireland to the UK.

SCHEDULE 9 - MANAGEMENT INFORMATION

Periodic Sales Statistics

The Licensee is required to provide ATOC with revenue and volume statistics for each Settlement Period, for the Year to date, comparable data for the equivalent period in the previous Year (where applicable) and reasons for variations, in a form specified by ATOC.

Corporate Sales

The Licensee shall provide ATOC with a four weekly data feed of corporate sales via Travel Management Companies and Direct Corporate sales channels. This data feed, known as Feed C (Channel Distribution), will be loaded into the TOC's Sales Information Database (SID).

ATOC and TOC users of SID undertake not to use this data in any way that may be deemed contrary to the commercial interests of the Licensee or contractual arrangements that may be in place between the Licensee and their corporate clients.

Data supplied by the Licensee via Feed C will only be used for the purposes of rail marketing. ATOC and TOC users of SID agree to apply appropriate controls to protect this data against accidental loss or exposure to any party except TOC participants in SID.

ATOC reserves the right to require the Licensee to provide information relating to corporate sales via leisure travel agents where the level of sales is over a specified threshold.

The provision of the information to ATOC as set out in this Schedule 9 shall

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

Corporate Sales File Format Specification

Data Element	Max Size	Representation	
Period of Settlement	7C	2008/01	
Channel Distribution Business	10C	Ten characters assigned by ATOC Commercial that represents the channel distribution business delivering the data	
Fare Setting TOC	3C	The TOC that sets the fare between the Origin NLC Code and the Destination NLC Code (below) e.g. FGW	
Retailer Code	30C	The code by which the channel distribution business recognises a retailer account e.g. ABCRAIL or X72910	
Corporate Reference	20C	The code by which an agency account holder recognises a business buyer e.g. FC-XZ09MN	
Travel Agent Account	20C	The purchase order or budget under which a sale is delivered by the licensee to the buyer 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. VTRROUTE20	
Route Code	5N	e.g. 474	
Passenger Status 1	10C	e.g. YNG	Up to three discounts awarded against the Product Description
Passenger Status 2	10C	e.g. CORPC	
Passenger Status 3	10C	e.g. SRN	
Num of Travellers	2N	e.g. 4	
Number of Bookings	3N	e.g. 2	
Number of Journeys	4N	e.g. 4	
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	

SCHEDULE 10 - ATOC STANDARDS

1. As at the date of this Agreement the following ATOC Standards shall apply in respect of the following Approved Methods of Retailing:

(a) Internet Site

ATOC Standard for the Operation of Internet Sites where such Internet Site is used for the sale of Rail Products to the general public.

(b) Telephone Sales Centre

ATOC standard for the Operation of Telephone Sales Centres where such Telephone Sales Centre is for the sale of Rail Products to the general public.

These ATOC Standards may be varied or added to by ATOC at its sole discretion.

2. As at the date of this Agreement there are no defined ATOC Standards applicable for other Approved Methods of Retailing. For the avoidance of doubt this includes the sale of Rail Products to restricted customer groups such as defined corporate customers through Internet Sites or Telephone Sales Centres.
3. If a Licensee wishes to sell Rail Products to a restricted customer group such as those contemplated in Section 2 above using an Internet Site, the Licensee shall notify ATOC of the proposed service it intends to provide and details of the restricted customer group. ATOC may at its sole discretion stipulate appropriate retailing standards with which the Licensee must comply in relation to the Licensee's proposed service. Such standards shall be designed to be consistent, where appropriate, with the ATOC Standard for the Operation of Internet Sites, which sell Rail Products to the general public.
4. ATOC reserves the right, at its sole discretion, to withdraw or modify the ATOC Standards or to introduce new ATOC Standards from time to time.
5. The services provided by the Licensee using the Methods of Retailing described in Paragraph 1 above, will be monitored from time to time by ATOC to determine compliance with the terms of the Agreement. If the Licensee fails to meet any of the requirements of the relevant ATOC Standard it will be required to take remedial action to rectify the cause of non-compliance. Such remedial action will be agreed between ATOC and the Licensee.

DEFINITIONS

The following words or phrases shall have the meanings set out below. Unless otherwise defined in this document, the definitions provided for in the Agreement to which this document is Schedule 10, shall have the meanings set out in the Agreement.

Basic Product	-	means a Rail Product that is valid for one or more journeys on the Network and, if it gives the purchaser or any other person the right to obtain goods or other services (for example, entry to a place which is not a station, complementary refreshments or a discount off the price of any goods or services that would otherwise apply), that right is evidenced by the Ticket or Reservation voucher issued in respect of the Rail Product and not by any other document.
LENNON	-	means the computer programme known as such all rights in respect of which are owned by RSP, as modified, supplemented or replaced from time to time;
National Class of Accommodation	-	means (a) first class and (b) standard class;
Non-Rail Product	-	means rights to goods and services (other than a journey on the Network using the Operators' trains) which are not included within a Fare;
Route	-	means a description of the journey from the origin station to the destination station including stations passed through during the journey;
Standard	-	means the standard as amended from time to time;

ATOC Standard for the Operation of Internet Sites

1. OBLIGATION ON THE LICENSEE

The Standard sets out the minimum and continuing standards required of the Licensee as a condition of being granted rights under the Agreement to provide Train Service Information and/or sell Rail Products on the Internet Site.

2. INFORMATION TO BE DISPLAYED AND THE VALUE OF TRANSACTIONS

- 2.1. The Licensee must ensure that all Fares the Licensee is obliged to sell applicable to a journey are displayed clearly and accurately on the Internet Site. The Licensee is not obliged to undertake a transaction the value of which is less than £10.
- 2.2. The value of the transaction referred to in Paragraph 2.1 (above) will be reviewed and adjusted annually at the discretion of ATOC acting reasonably, to take into account the real value of the amount referred to in Paragraph 2.1 at the time of review.
- 2.3. The Licensee must ensure that when publishing Train Service Information and Rail Product information on the Internet Site, that all such information as has been provided by RSP to the Licensee is published on the Internet Site.
- 2.4. The Licensee must provide, or procure access to, all reasonable Train Service Information in response to enquiries from its clients seeking to purchase a Rail Product.
- 2.5. The Licensee must provide timetable and journey planning information required where applicable to comply with Annex II Part I to the Regulation of the European Parliament and of the Council on rail passengers' rights and obligations as detailed in Appendix A to this Schedule.

3. RAIL PRODUCTS OFFERED FOR SALE

- 3.1. The Licensee may only offer for sale those Rail Products listed in Schedule 6.
- 3.2. For the avoidance of doubt, the Licensee is not obliged to offer for sale a Rail Product that is not a Basic Product, or a Non-Rail Product, or any Rail Product that is incapable of being sold using the Approved TIS.
- 3.3. The Licensee is not obliged to issue a Reservation unless the Reservation is issued in relation to the right to a seat on a particular train journey (there is no obligation to issue a Reservation for any other service - e.g. - for the conveyance of a bicycle).

- 3.4. The exceptions to the range of Rail Products or services listed in Schedule 8 that the Licensee is not permitted to offer for sale may be amended as agreed from time to time in writing between the Parties. If ATOC deems it appropriate to amend the range of Rail Products that the Licensee is required to offer for sale, he will stipulate a reasonable date from when such Rail Products are to be offered for sale.
- 3.5. In cases where a customer enquires about a Rail Product or service that is not offered for sale through the Internet Site, the Licensee is obliged to provide the customer with information about how such a service or services can be enquired about and/or purchased.

4. PUBLICISING SITE ACCREDITATION

- 4.1. ATOC will use reasonable endeavours to promote the ATOC Accreditation Mark to raise public awareness.
- 4.2. The Licensee will ensure that the ATOC Accreditation Mark is displayed on its site, once it is Accredited to do so

5 NATIONAL RAIL CONDITIONS OF CARRIAGE

The Licensee will ensure that the Internet Site enables users to view the National Rail Conditions of Carriage (as may be updated from time to time).

6. CUSTOMER COMMENTS

- 6.1. The Licensee must provide a means for customers to make comments and complaints about the service provided by the Internet Site.
- 6.2. The Licensee will be responsible for handling any comments and complaints about the service provided by the Internet Site using recognised best practice in each local sales market.

7. REFUNDS

- 7.1. The Licensee will provide a means for customers to apply for refunds in respect of the Rail Products purchased through the Internet Site and display the following information prominently:
- (a) name and address to which applications for refunds should be sent; and
 - (b) direct contact numbers.

- 7.2. The Licensee must comply with any applicable best practice guidelines used by the Operators documenting the arrangements for processing refund applications as supplied to him from time to time by ATOC.

8. RESERVATIONS

- 8.1. It must be made clear to customers that a Reservation can be held on only one particular train in respect of each leg of any of the journeys permitted by the Ticket, and the Licensee will take reasonable steps to ensure compliance with this restriction when issuing and changing Reservations.
- 8.2. The Licensee must not issue, or allow to be issued through the Internet Site, a Reservation other than in conjunction with a Ticket already held by the customer, or being issued to the customer as part of the same transaction.
- 8.3. The Licensee must make it clear to customers how to change a Reservation. Where the customer subsequently wishes to make a change to the Reservation, the Licensee may only issue a replacement Reservation when that existing Reservation has been cancelled.
- 8.4. In cases where a customer cancels a Ticket that has been sold in conjunction with a Reservation, the Licensee must immediately cancel the Reservation.

9. DESPATCH OF TICKETS

- 9.1. The Licensee will determine its own Ticket delivery arrangements. These arrangements, and the conditions and liabilities that will apply in the event of non-delivery, must be clearly explained to customers before or at the time of purchase as part of the Licensee's general terms and conditions of sale. The Licensee shall bear the cost and risk of such arrangements.
- 9.2. The Licensee is permitted to offer alternative methods of Ticket despatch. If such alternative methods are provided then customers must be made aware, before or at the time of purchase, of any charges that might be raised and all specific conditions that will apply, including those relating to non-delivery. Such additional charges must not be incorporated within the Price but may be charged as an additional sum within the transaction.
- 9.3. The Licensee must advise the customer of contact details to establish how to obtain the Ticket for the journey purchased in the event that a Ticket has been despatched to the customer by post, and does not arrive by the time specified when the transaction was completed.

10. SITE ACCESS

- 10.1. The Licensee will arrange for the Internet Site to be available to customers for the provision of Train Service Information and the sale of Rail Products from (as a minimum) 0600 to 2200 (local time) every day when RSP makes available the source data systems.
- 10.2. The Standard recognises that during certain times of the day it will be necessary to undertake Internet Site maintenance; the times when this is to take place must be kept to a minimum and clearly displayed on the Internet Site. Where possible such Internet Site maintenance should be undertaken at known periods of low-use.

11. INFORMATION THAT MUST BE DISPLAYED ON THE INTERNET SITE

- 11.1. The Internet Site must display the following:
- (a) The range of services and Rail Products provided by the Internet Site and any specific exceptions;
 - (b) The conditions of purchase that apply to Rail Product transactions and the National Rail Conditions of Carriage;
 - (c) The arrangements for the dispatch of Tickets and any special conditions relating to Ticket delivery arrangements;
 - (d) An ATOC Accreditation Mark on the 'home' page whenever the Licensee is entitled by the agreement to use such mark, unless ATOC has given permission for the Licensee not to display such mark;
 - (e) The name and address of the Licensee; and
 - (f) The arrangements for obtaining telephone help or for contacting the Licensee by electronic means.
- 11.2. Any information that is time-dated must be clearly identified and displayed as a general notice on the Internet Site.
- 11.3. The Licensee may display its company logo or brand identity (or a third party's brand identity if the Licensee is operating a Internet Site on behalf of a third party) on the Internet Site.
- 11.4. The Licensee must take steps to ensure that content displayed on the site, whether directly hosted, available via a link from a third party site, or user-generated (e.g. blog) does not compromise the industry's reputation

12. CUSTOMER COMMUNICATION

All written communications with customers must include the name, address, and telephone number of the Licensee.

13. CUSTOMER HELP

- 13.1. The Licensee will provide a Telephone Help service for ticket delivery and after-sales queries and ensure that calls to it are answered promptly.
- 13.2. The Licensee will make the Telephone Help service available at times appropriate to the needs of each local market, taking into account factors such as, but not limited to, customer demand, automated help facilities and access to alternative ticket booking channels. The Licensee will make it clear to customers whether the Telephone Help service is, or is not, available on national public holidays.

14. CUSTOMERS WITH A DISABILITY

- 14.1. The Licensee is responsible for any costs in relation to ensuring that the Internet Site complies with national anti-discrimination legislation in relation to customers with disabilities.
- 14.2. The Licensee shall ensure that a customer with a disability who needs to arrange assistance for their journey is provided contact details for the appropriate Operator's disability helpline.
- 14.3. The Licensee must provide, to customers with a disability, the information required where applicable to comply with Annex II Part I to the Regulation of the European Parliament and of the Council on rail passengers' rights and obligations as detailed in Appendix A to this Schedule.

15. TICKET VALIDITIES AND CONDITIONS

The Licensee will ensure that the Internet Site displays the relevant terms and conditions applicable to the sale prior to the sale taking place. The Licensee will ensure that purchasers are asked to confirm acceptance of the terms and conditions before or at the time of purchase.

16. METHODS OF PAYMENT

The Licensee will determine the methods of payment by which purchasers can purchase Rail Products from the Internet Site but is not under an obligation to accept payment by cash.

17. SECURE PAYMENT ARRANGEMENTS

The Licensee will provide a recognised secure method of payment for the use of customers when purchasing Rail Products from the Internet Site.

18. FRAUD

The Licensee is not obliged to sell a Rail Product to a person or persons who it has reason to believe may be intending to use it, or the proposed method of payment, fraudulently.

19. ATOC ACCREDITATION MARK

- 19.1. The Licensee will ensure that when applying the ATOC Accreditation Mark the design guidelines provided by ATOC for the use of the mark are adhered to.
- 19.2. ATOC hereby grants the Licensee a non-exclusive licence to use the ATOC Accreditation Mark for the term as permitted under this Agreement, and shall fully indemnify the Licensee in respect of any claim by a third party that such use by the Licensee infringes the intellectual property rights of such third party.

20. CHANGES

The Licensee must ensure that any changes it makes to the Internet Site do not in any way limit its ability to comply with the Standard.

21. DISPUTES

The parties will resolve any disputes arising under the Standard in accordance with the Appeal Process.

ATOC Standard for the Operation of Telephone Sales Centres

1. OBLIGATION ON THE LICENSEE

The Standard sets out the minimum and continuing standards required of the Licensee as a condition of being granted rights under the Agreement to provide Train Service Information and/or sell Rail Products at the Telephone Sales Centre.

2. INFORMATION TO BE PROVIDED AND THE VALUE OF TRANSACTIONS

- 2.1 The Licensee must ensure that all Fares the Licensee is obliged to sell applicable to a journey are offered to customers. The Licensee is not obliged to undertake a transaction the value of which is less than £10.
- 2.2 The value referred to in Paragraph 2.1 (above) will be adjusted at the discretion of ATOC acting reasonably to take into account the real value of the amount referred to in Paragraph 3.1 at the time of the review
- 2.3 The Licensee must ensure that, when giving customers Train Service and Rail Product information, all such information as has been provided by RSP to the Licensee applicable to train service and/or Rail Product being enquired about, is given.
- 2.4 The Licensee must provide timetable and journey planning information required where applicable to comply with Annex II Part I to the Regulation of the European Parliament and of the Council on rail passengers' rights and obligations as detailed in Appendix A to this Schedule.

3. RAIL PRODUCTS OFFERED FOR SALE

- 3.1 The Licensee must only offer for sale those Rail Products listed in Schedule 6.
- 3.2 For the avoidance of doubt, the Licensee is not obliged to offer for sale a Rail Product that is not a Basic Product, or a Non-Rail product, or any Rail Product that is incapable of being sold using the Approved TIS.
- 3.3 The Licensee is not obliged to issue a Reservation unless the Reservation is issued in relation to the right to a seat on a particular train journey (there is no obligation to issue a Reservation for any other service - e.g. - for the conveyance of a bicycle).
- 3.4 The exceptions to the range of Rail Products or services listed in Schedule 8 that the Licensee is not obliged to offer for sale may be amended as agreed from time to time

in writing between the Parties. If ATOC deems it appropriate to amend the range of Rail Products that the Licensee is required to offer for sale, he will stipulate a reasonable date from when such Rail Products are to be offered for sale.

- 3.5 In cases where a customer enquires about a Rail Product or service that is not offered for sale through the Telephone Sales Centre, the Licensee is obliged to provide the customer with information about how such a service or services can be enquired about and/or purchased.

4. PUBLICISING TELEPHONE SALES CENTRE ACCREDITATION

ATOC will use reasonable endeavours to promote the ATOC Accreditation Mark to raise public awareness.

5. CUSTOMER COMMENTS

- 5.1 The Licensee must provide a means for customers to make comments and complaints about the service provided by the Telephone Sales Centre.
- 5.2 The Licensee will be responsible for handling any comments and complaints about the service provided by the Telephone Sales Centre using recognised best practice in each local sales market.

6. CALL HANDLING CAPACITY

- 6.1 The Licensee will ensure that sufficient call handling capacity is provided throughout the time that the Telephone Sales Centre is open to enable calls to be answered promptly. This obligation excludes temporary peaks in demand and unforeseen circumstances.
- 6.2 The Licensee is not obliged to provide call handling capacity for sales promotions arranged by the Operators about which the Licensee has not been given reasonable notice.

7. TELEPHONE NUMBERS AND CALL ANSWERING STANDARDS

- 7.1 The Licensee will ensure that no more than 10% of all calls offered in each year are abandoned before answer. This obligation excludes temporary peaks in demand, unforeseen circumstances, and peaks caused by promotions under Paragraph 6.2.
- 7.2 The Licensee will ensure that, at all times, callers are dealt with in a courteous and polite manner.

8. REFUNDS

8.1 The Licensee will provide a means for customers to apply for refunds in respect of the Rail Products purchased through the Telephone Sales Centre and display the following prominently on any publicity:

- (a) name and address to which applications for refunds should be sent; and
- (b) direct contact numbers

8.2 The Licensee must comply with any best practice guidelines used by the Operators documenting the arrangements for processing refund applications as supplied to him from time to time by ATOC.

9. RESERVATIONS

9.1 It must be made clear to customers that a Reservation can be held on only one particular train in respect of each leg of any of the journeys permitted by the Ticket, and the Licensee will take reasonable steps to ensure compliance with this restriction when issuing and changing Reservations.

9.2 The Licensee must not issue, or allow to be issued through the Internet Site, a Reservation other than in conjunction with a Ticket already held by the customer, or being issued to the customer as part of the same transaction.

9.3 The Licensee must make it clear to customers how to change a Reservation. Where a Reservation exists in conjunction with a Ticket and the customer subsequently wishes to make a change to the Reservation, the Licensee may only issue a replacement Reservation when that existing Reservation has been cancelled.

9.4 In cases where a customer cancels a Ticket that has been sold in conjunction with a Reservation, the Licensee must immediately cancel the Reservation.

10. DESPATCH OF TICKETS

10.1 The Licensee will determine his own Ticket delivery arrangements. These arrangements, and the conditions and liabilities that will apply in the event of non delivery, must be clearly explained to customers before or at the time of purchase as part of the Licensee's general terms and conditions of sale. The Licensee shall bear the cost and risk of such arrangements.

10.2 The Licensee is permitted to offer alternative methods of Ticket despatch. If such alternative methods are provided then customers must be made aware, before or at the time of purchase, of any charges that might be raised and all specific conditions

that will apply, including those relating to non-delivery. Such additional charges must not be incorporated within the Price but may be charged as an additional sum within the transaction.

- 10.3 The Licensee must advise the customer of contact details to establish how to obtain the Ticket for the journey purchased in the event that a Ticket has been despatched to the customer by post, and does not arrive by the time specified when the transaction was completed

11. INFORMATION THAT MUST BE DISPLAYED ON PUBLICITY MATERIAL

- 11.1 The Licensee should include the following on printed publicity material used to promote the Telephone Sales Centre, where it is reasonably practical to do so, taking into account, but not limited to, factors such as nature of media, physical size of material and cost:

(a) An approved ATOC Accreditation Mark whenever the Licensee is entitled by the agreement to use such mark, unless ATOC has given permission for the Licensee not to display such mark.

(b) The name and address of the Licensee

- 11.2 Any information shown in publicity material that is time-dated must be clearly identified and displayed as a general notice.

- 11.3 The Licensee may display its company logo or brand identity on publicity material (or a third party's brand identity or logo if the Licensee is operating a Telesales Centre on behalf of a third party).

12. CUSTOMER COMMUNICATION

All written communications with customers must include the name, address, and telephone number of the Licensee.

13. CUSTOMERS WITH A DISABILITY

- 13.1 The Licensee is responsible for any costs in relation to ensuring that the Telephone Call Centre complies with national anti-discrimination legislation in relation to customers with disabilities.

- 13.2 The Licensee shall ensure that a customer with a disability who needs to arrange assistance for their journey is provided contact details for the appropriate Operator's disability helpline.

- 13.3 The Licensee must provide, to customers with a disability, the information required where applicable to comply with Annex II Part I to the Regulation of the European Parliament and of the Council on rail passengers' rights and obligations as detailed in Appendix A to this Schedule.

14. TICKET VALIDITIES AND CONDITIONS

The Licensee will ensure that the Telephone Sales Centre clearly explains the relevant ticket restrictions and conditions applicable to the sale prior to the sale taking place and provides the means whereby the purchaser can on request obtain written details of such conditions. The Licensee will ensure that purchasers are asked to confirm acceptance of the terms and conditions before or at the time of purchase.

15. NATIONAL RAIL CONDITIONS OF CARRIAGE

The Licensee will ensure that prior to the sale taking place the Telephone Sales Centre clearly explains that the customer is purchasing tickets according to the National Rail Conditions of Carriage and provides the means whereby the purchaser can obtain details of such conditions.

16. METHODS OF PAYMENT

The Licensee will determine the methods of payment by which purchasers can purchase Rail Products from the Telephone Sales Centre but is not under an obligation to accept payment by cash.

17. FRAUD

The Licensee is not obliged to sell a Rail Product to a person or persons who it has reason to believe may be intending to use it, or the proposed method of payment, fraudulently.

18. ATOC ACCREDITATION MARK

The Licensee will ensure that when applying the ATOC Accreditation Mark the design guidelines provided by ATOC for the use of the mark are adhered to. ATOC hereby grants the Licensee a non-exclusive licence to use the ATOC Accreditation Mark for the term as permitted under this Agreement, and shall fully indemnify the Licensee in respect of any claim by a third party that such use by the Licensee infringes the intellectual property rights of such third party.

19. CHANGES

The Licensee must ensure that any changes it makes to the operation of the Telephone Sales Centre do not in any way limit its ability to comply with the Standard.

20. DISPUTES

The parties will resolve any disputes arising under the Standard in accordance with the procedure laid down in Clause 44 of the Agreement.

SCHEDULE 10 - APPENDIX A

Extract from Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on Rail Passengers' Rights and Obligations

Annex II

Minimum information to be provided by railway undertakings and/or by ticket vendors

Part I: Pre-journey information

General conditions applicable to the contract

Time schedules and conditions for the fastest trip

Time schedules and conditions for the lowest fares

Accessibility, access conditions and availability on board of facilities for disabled persons and persons with reduced mobility

Accessibility and access conditions for bicycles

Availability of seats in smoking and non-smoking, first and second class as well as couchettes and sleeping carriages

Any activities likely to disrupt or delay services

Availability of on-board services

Procedures for reclaiming lost luggage

Procedures for the submission of complaints.

SCHEDULE 11 - TICKET ON DEPARTURE CODE OF PRACTICE

*Please see separate file: **ToD Code of Practice.pdf***

SCHEDULE 12 - NATIONAL RAIL CONDITIONS OF CARRIAGE

*Please see separate file: **National Rail Conditions of Carriage.pdf***

SCHEDULE 13 - SELF CERTIFICATION TEMPLATE

1. A (*Licensee*) International Acceptance Test document, Version (00.00.00) dated (00/00/00) has been published following accreditation of (System name and version) by RSP TIS Accreditation.
2. The tests defined in the (*Licensee*) International Acceptance Tests document have been executed and checked against the expected results of each test. Each test has been executed successfully.
3. Evidence of these tests and the results appertaining to these tests have been retained and will be made available on request to RSP including any parties notified as acting on behalf of RSP for audit purposes.
4. (*Licensee*) has carried out checks and received a statement of intent that availability and booking requests made through (*System name and version*) are user driven and not generated by the system. (*Licensee*) holds evidence to support this. This is to protect RSP Systems from automated repeat requests being programmed into retail systems.
5. When (*System name and version*) accesses the National Reservation System (NRS) (*Licensee*) must ensure it does so as efficiently as possible. The manner in which (*System name and version*) accesses NRS must be agreed through RSP and duly documented.
6. (*Licensee*) has carried out all reasonable checks to ensure that when customers or subscribers of the (*System name and version*) the 'look to book' ratio does not exceed the levels that RSP would expect from the system.
7. When (*System name and version*) accesses the Customer Transaction Record database (CTR) (*Licensee*) must ensure it does so accurately and in accordance with the Guides and Standards published by RSP . The manner in which (*System name and version*) accesses CTR's held within the CTR database must be agreed through RSP TIS Accreditation and the agreement documented.
8. (*Licensee*) has complied with Clause 12 of the Agreement and the requirement to ensure that business originating in the United Kingdom is not sold under the Licence.
9. (*Licensee*) has complied with Clauses 11, 14, and 25 of the Agreement and the requirement to abide by the Standards published by ATOC or RSP.

Signed on behalf of the Licensee

Date:

Signed on behalf of RSP

Date:

SCHEDULE 14 - TERMS AND CONDITIONS OF INTERNATIONAL TIS PILOT

1 TIS Accreditation Pilot

- 1.1 Pilot is the implementation of an agreed number of Licensee TIS operating in the live environment for a defined period of time, usually a minimum of 4 weeks. The purpose is to monitor the performance of all aspects of the Licensee TIS under controlled, small scale, live operational conditions, and to demonstrate a clean install and upgrade process with no adverse impact on settlement data.
- 1.2 The entry criteria for Pilot are as follows:
- Meeting the exit criteria of RSP's review of preliminary TIS testing;
 - Pilot sites are identified and agreed with Licensee and RSP;
 - Appropriate training is provided to users of the TIS; and
 - Provision of an appropriate implementation plan and a process for installing the TIS into the Pilot environment
- 1.3 Once Pilot commences RSP and its agents shall carry out Pilot monitoring of the data and systems to identify any incidents which may arise, and agree resolution with **Licensee**. Specific checks may be required on Pilot TIS data and Lennon reports, as basic validation may not cover some conditions. This monitoring is defined according to the RSP systems with which the TIS will interface. For example, in Lennon this takes the form of daily input and error reports. Feedback on such reports is advised to all impacted parties, and **Licensee** shall respond on a daily basis to any incidents raised by RSP in respect of any such daily reports which are received from the various RSP systems.
- 1.4 Exit from Pilot is subject to an agreed approach between RSP and Licensee on the resolution of identified incidents and the provision of acceptable plans by Licensee for full roll-out. In order to exit successfully there shall be no open critical business impact incidents ("Category 1") or medium business impact incidents ("Category 2"), as defined by RSP.
- 1.5 In the event that a Category 1 incident or incidents arise in Pilot, RSP reserves the right to terminate the Pilot and request that Licensee go back through accreditation testing, in order to fix the Category 1 incident or incidents, before re-entering Pilot at a later date to be agreed with RSP.
- 1.6 The Pilot shall include a period end reporting cycle in Lennon to ensure that no settlement errors arise, and must include reasonable volumes (such volumes to be agreed between RSP and Licensee) of a full range of transactions prior to period end. Where insufficient data volumes are recorded or operating incidents arise, RSP reserves the right to extend the Pilot until these are resolved.

- 1.7 On successful completion of the Pilot, RSP shall issue a document ("Conditions of Approval") to Licensee as proof of accreditation. The document will contain details of the conditions under which approval is granted and a certificate of accreditation. It will document the scope of testing carried out by RSP, including the caveat that testing only pertains to settlement probity and ticketing, including the protection of RSP systems. Operability of the TIS is outside the scope of accreditation where this has no impact on RSP systems.
- 1.8 The Licensee shall be expected to demonstrate compliance with the requirements of Clause 12 of this Agreement.

2 Conditions of International TIS Pilot

- 2.1 In order to minimise the risks to RSP systems and settlement, Licensee shall have a process in place to be able to restrict retailing volumes through the Licensee TIS or have the ability to take the Licensee TIS out of public service immediately, upon request from RSP. The following conditions assume such a process is in place, and RSP may inspect a copy of the process documentation upon request.
- 2.2 During Pilot, the Licensee TIS shall be monitored for sales and the placement of CTRs on the CTR database. RSP shall check that sales are being made against the correct Prices and routes, for the Rail Product and journey requested. RSP shall also monitor the CTR database to ensure that sales are being placed correctly and reflect the Rail Products purchased, and that there are no fulfilment incidents with these Rail Product tickets in respect of other TIS which issue ToD Transactions.
- 2.3 The Licensee TIS shall be accredited against the NRS usage guidelines published by RSP. During Pilot the usage of NRS by the Licensee TIS shall be overseen by RSP and should any incidents be identified which have a detrimental impact on the performance of NRS, then RSP reserve the right to request a reduction in usage of NRS by the Licensee TIS or that the Licensee TIS be taken out of public service immediately.
- 2.4 RSP shall monitor the data capture sent to Lennon during Pilot to ensure that it matches the sales made by the Licensee TIS and that settlement is correct. This will involve running a number of reports and the interpretation of such reports. Any incidents which arise during Pilot shall be logged by RSP for resolution on an issue management system ("JIRA") to which Licensee will have access. Failure to resolve such incidents within deadlines set by RSP may result in RSP requesting that public access to the Licensee TIS be reduced or stopped altogether.
- 2.5 During Pilot, RSP may require an audit to be undertaken at any of the Licensee Authorised Sites.

- 2.6 If incidents are identified as a result of the monitoring, auditing and checking detailed in Paragraphs 2.2 to 2.5 of this Schedule 14, then RSP shall raise incidents on JIRA to which Licensee will have access. Licensee shall resolve such incidents and provide evidence of resolution, in order that RSP may close such incidents on JIRA. RSP shall review all outstanding JIRA incidents at the end of Pilot and the Licensee TIS can only exit Pilot once all outstanding Category 1 and 2 incidents have been resolved by Licensee and closed by RSP on JIRA.

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

By Jacqueline Starr Managing Director, Customer Directorate,
ATOC for and on behalf of

the Operators, acting through ATOC LIMITED

By Dennis Rocks, Managing Director, Technology Services, for and on behalf of
RAIL SETTLEMENT PLAN LIMITED

By [Signatory, Designation, Company] for and on behalf of
[NAME OF LICENSEE]