

# **Rail Delivery Group**



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

**INTERIM SEASON TICKET RETAILING LICENCE**

Date of Agreement: **DATE**

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

Between:

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

together referred to as the “Parties”.

## WHEREAS

- (a) The Operators wish the Agent to sell Rail Products and provide Train Service Information in accordance with the terms of this Agreement. The Operators have nominated ATOC to act as their disclosed agent with full authority for the purpose of this Agreement. Accordingly, any obligations assumed by ATOC under this Agreement are assumed as agent for, and are binding upon, the Operators as principals;
- (b) The Agent has agreed to sell Rail Products and provide Train Service Information in accordance with the terms of this Agreement;
- (c) The Operators and the Agent have agreed with RSP that RSP will perform the obligations set out in this Agreement, particularly in respect of Clearance and Settlement pursuant to Schedule 3.

## 1 Authority to Provide Information and Sell Rail Products

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

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

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- (c) issue Rail Products; and
- (d) reimburse customers in respect of unused or partially used Rail Products, where a valid claim is made by said customers (“Refund”).
- 1.2 When the Agent sells a Rail Product pursuant to sub-Clause 1.1(b) above, the customer shall be entitled to have the Rail Product sent by the Agent, to any United Kingdom address nominated by the customer, using the first class postal service provided by Royal Mail or an equivalent service provided by another mail carrier.
- 1.3 The authority granted to the Agent in Clause 1.1 above shall be subject to, and on the condition that, the activities described therein are carried out, on an impartial basis between the Operators, exclusively at the locations, and using the Internet sites listed in Annex C of this Agreement, (together the “Permitted Selling Locations” and the “Permitted Issuing Locations”) using a TIS which has been accredited by RSP (“Accredited TIS”).
- 1.4 For sales via the internet, Permitted Selling Locations shall consist of and be identified as specific websites/URLs, together with the relevant National Location Code (“NLC”). Such websites shall either be fully controlled by the Agent or operate under a Sub-Agent or White Label arrangement in accordance with the provisions of Clause 4 of this Agreement.
- 1.5 For telephone sales, Permitted Selling Locations shall be identified by the name and address of the telesales centre(s), together with the relevant NLC and all telephone numbers for public use e.g. Rail Product sales, post-sales enquiries, Refunds, customer service.
- 1.6 Permitted Issuing Locations shall be identified by the name and address of the ticket fulfilment centre and NLC.
- 1.7 Any changes to the Permitted Locations shall be subject to agreement between the Agent, ATOC and RSP.
- 1.8 When providing Train Service Information or selling Rail Products under this Agreement, the Agent shall at all times act fairly and impartially between Operators, and shall present such Train Service Information or Rail Products information in a factual, accurate and impartial manner. The Agent shall not use any data other than that supplied by RSP for carrying out the activities described in Clause 1.1 above.
- 1.9 The Agent is hereby licensed by RSP, to the extent necessary to perform its obligations under this Agreement, to use any trademarks or trade names owned by RSP comprising the names of Rail Products. Such licence shall terminate on expiry or earlier termination of this Agreement.
- 1.10 Where any person becomes a new Operator, the Agent and such person shall acquire such rights and obligations with respect to each other as they would have had if they had entered into this Agreement at the Effective Date.

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- 1.11 The Agent shall do nothing that may jeopardise the safe and efficient operation of the railway or bring the reputation of the rail industry, the Operators or any Operator into disrepute.
- 1.12 The Agent shall not in any way advertise or otherwise represent itself as:
- (i) an Operator, an ATOC constituent company or any person other than itself; or
  - (ii) the sole or official website, telesales service or retail premises for the sale of Rail products or the provision of Train Service Information in respect of train services provided by the Operators.
- 1.13 The Agent shall not undertake advertising, promotional or commercial activities which are misleading, inaccurate or may amount to a misrepresentation.
- 1.14 The Agent shall ensure that its website enables users to view the National Rail Conditions of Carriage at the time of purchase of any Rail Product.
- 1.15 The Agent shall ensure that it procures sufficient and suitably qualified resources to manage its retailing, customer service and post-sales functions and shall comply with any appropriate ATOC Retailing Standards.

## **2 Remuneration**

- 2.1 In consideration of the Agent's provision of Train Service Information and sale of Rail Products under this Agreement, ATOC shall pay to the Agent the Agent's Fee. For the avoidance of doubt, ATOC shall pay the Agent on the basis of each Rail Product sold and any consideration in respect of the Agent's provision of Train Service Information shall be included in the Agent's Fee.
- 2.2 The Agent's Fee as detailed in Annex I – Agents Remuneration shall be payable each Settlement Period in accordance with the Clearance and Settlement Procedure.
- 2.3 The Agent's Fee is exclusive of VAT which, if applicable, shall be paid in addition to the Agent's Fee by ATOC and/or RSP.
- 2.4 When a Rail Product is sold, the Agent may make a reasonable charge for the services provided or any ancillary services, but shall ensure that such charges are separate and distinct from the Price referred to in Clauses 3.1 and 3.2 below and shown as such to the customer.
- 2.5 The sales commission rates shown in Annex I shall be valid from the Effective Date of this Agreement and up to either 31 December 2019 or to the end of the Pilot, whichever is sooner.

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### 3 Rules Governing the Sale of Rail Products

- 3.1 The Agent shall not sell a Rail Product for an amount greater than that notified by RSP from time to time (the “Price”) including any applicable VAT, less any discount applicable.
- 3.2 The Agent may sell a Rail Product for less than the Price, but the amount for which it shall account to RSP in respect of such sale shall be equal to the Price less any applicable discount.
- 3.3 When a Rail Product is sold, the Agent shall ensure that a ticket conforming with the relevant ATOC or RSP standards is issued to the customer.
- 3.4 The Agent shall be responsible for all costs relating to or arising under this Agreement including but not limited to:
- (a) the procurement and operation of a TIS that conforms with RSP’s accreditation requirements pursuant to Clause 1.3 above;
  - (b) the procurement of ticket stock that conforms with the relevant RSP standard pursuant to sub-Clause 3.3(a) above;
  - (c) the postage and packing required to issue and post out Rail Product sales pursuant to sub-Clause 1.2(b) above;
  - (d) the replacement of tickets issued by the Agent and loss in transit to the customer; and
  - (e) any exceptional charges raised by Operators for the replacement of tickets.
- 3.5 The Agent shall Refund the Price of a Rail Product if required, subject to any restrictions specified in the National Rail Conditions of Carriage or the terms and conditions of the Rail Product. The Agent may charge a Refund administration fee, not exceeding £10, unless the claim is made as a consequence of a fault by the Agent or an Operator, in which case no fee may be charged.
- 3.6 The Agent shall sell only the Rail Products authorised under this Agreement in accordance with and subject to the National Rail Conditions of Carriage, National Rail byelaws and any other specific terms and conditions concerning those Rail Products, and the Agent shall make the customer aware of these at the time of purchase.
- 3.7 Not Used
- 3.8 The Agent shall keep secure all Rail Product ticket stock and shall ensure that no employee or other person who is not authorised by the Agent to use such Rail Product ticket stock has access to it. The Agent shall promptly notify RSP and the police of the loss or theft of any Rail Product ticket stock supplied to it and shall comply with any instructions and procedures notified to the Agent by RSP from time to time regarding their custody and use.

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

#### **4 Sub-Agents, White Labels and Affiliates**

- 4.1 Subject to and in accordance with the provisions of this Clause 4 the Agent may:
- 4.1.1 with the prior written consent of ATOC and RSP (such consent not to be unreasonably withheld or delayed) license third parties in order to provide Train Service Information and sell through additional retailers the Rail Products the Agent is authorised to sell under this Agreement ("Sub-Agents");
  - 4.1.2 with the prior written consent of ATOC and RSP (such consent not to be unreasonably withheld or delayed) enter into agreements with third parties whereby such third parties may use a customised version of the Agent's Internet Site to provide Train Service Information and sell Rail Products ("White Labels"); and
  - 4.1.3 appoint third parties whose services the Agent may use as a referral mechanism only to advertise the existence of, or provide links to, the Agent's Internet Site ("Affiliates").
- 4.2 For the avoidance of doubt the Affiliates referred to in Sub-Clause 4.1.3 shall have no authority under this Agreement to sell or issue Rail Products and/or provide Train Service Information and must not imply in any way that they are the Agent, or that they have the authority to sell or issue Rail Products and /or provide Train Service Information under this Agreement.
- 4.3 The Agent shall provide ATOC with no less than 28 days written notice of a proposal to appoint a Sub-Agent or enter into an agreement with a White Label. Upon receipt of the Agent's proposal ATOC shall notify the Agent as to whether or not it consents to the appointment of the Sub-Agent or agreement with the White Label. If consent has not been refused by ATOC within 28 days, consent shall be deemed to have been given. Any such application will be confidential to ATOC and the Agent.
- 4.4 The Agent shall upon request from ATOC and/or RSP provide ATOC and/or RSP (as the case may be) with details of all Affiliates appointed pursuant to this Clause 4.
- 4.5 The Agent shall ensure that any and all Sub-Agents and White Labels are subject to and comply with at all times the relevant provisions of this Agreement as if such Sub-Agents and White Labels were a party to the Agreement.
- 4.6 The Agent shall remunerate such Sub-Agents, White Labels and Affiliates at its own cost and expense and ATOC or RSP shall have no liability in such respect, nor shall

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- the Agent represent to any Sub-Agent or White Label that ATOC or RSP has any such liability.
- 4.7 The Agent is liable for the settlement to RSP of all sales made by any of its appointed Sub-Agents and White Labels, as well as being liable for any Fulfilment Charges which are incurred by its Sub-Agents and White Labels.
- 4.8 The Agent shall within 3 days of becoming aware of a failure by a Sub-Agent and/or White Label as the case may be, to comply with the provisions of Clause 4.5 notify ATOC and RSP in writing:
- (i) providing details and the extent of such failure; and
  - (ii) the course of action it proposes to take to remedy such failure, such remedy to be effective within the period of time agreed between the Agent and ATOC and/or RSP.
- 4.9 In determining the course of action necessary the Agent shall take into account any proposals made by ATOC and/or RSP.
- 4.10 Where ATOC and/or RSP notifies the Agent of a failure by a Sub-Agent or a White Label to comply with the provisions of Clause 4.5, the Agent shall take such course of action as the Agent, RSP and/or ATOC may agree to remedy such failure within an agreed period of time.
- 4.11 If any failure by a Sub-Agent or a White Label is not remedied within the agreed period of time, the Agent shall terminate its agreement with the Sub-Agent or White Label (as the case may be).
- 4.12 Notwithstanding the foregoing of this Clause 4 and any other provision of this Agreement the Agent shall be responsible for all acts and omissions of any Sub-Agent and White Label appointed by it as though such acts and omissions were those of the Agent and the Agent's obligations under this Agreement shall not be in any way affected or reduced as a consequence of any Sub-Agent or White Label appointed hereunder.
- 4.13 Any failure to terminate a Sub-Agent or White Label under 4.10 or a failure by a Sub-Agent, a White Label or an Affiliate under this Clause 4 or for the avoidance of doubt any act or omission by any of them that in the reasonable opinion of ATOC may or does cause damage to the reputation of the rail industry shall entitle ATOC and/or RSP to terminate the Agreement under Clause 9 of this Agreement and shall constitute a material breach by the Agent.



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## 5 RSP Service Charges

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

## 6 Provision of Data by RSP

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

## 7 Inspection and Audit

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

- (i) If at any time RSP believes that the Agent has made an error of more than £10,000 in the sums it is required to settle to RSP under this Agreement, the Agent shall at its own cost and without undue delay instruct an independent auditor to investigate such error and produce a report of its findings and the Agent shall supply RSP with a copy of such report within ten (10) business days of its issue.
- (ii) If the auditor's investigation concludes or indicates that the Agent did not have an error, or did have an error in the sums it is required to settle to RSP under this Agreement and that such error did not exceed £10,000 RSP shall reimburse the Agent in the sum of the proven fee charged by the independent auditor.
- (iii) Upon notification by the Agent of any error pursuant to sub-Clause 6(a) above RSP shall instruct the Agent as what action it should take in order to correct such error and the Agent shall carry out such action in accordance with RSP's reasonable instructions. The Agent shall be responsible for the cost of remedying such error.

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

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

## **8 Settlement and Security**

- 8.1 The Agent shall comply with the provisions of Annex G of this Agreement in respect of the settlement of monies due to Operators from the sale, issue or Refund of Rail Products under this Agreement. In respect of dates and times for the settlement of all sums due to Operators under this Agreement, time shall be of the essence.
- 8.2 RSP shall require the Agent to obtain, and keep renewed, a bond, guarantee, incremental interim payments over the "Interim Payments" (as defined in G14.1 of Annex G of this Agreement), on account payments held by RSP or other form of security or a combination thereof ("Security") for the purposes of securing the payment of all monies which the Agent may become liable to pay to RSP under this Agreement. Such Security shall be upon such terms and with such persons as RSP may reasonably approve. The Agent shall deliver such Security to RSP and at the request of RSP shall also deliver to it from time to time such evidence as RSP may require that the Security remains in full force and effect. The amount of the Security shall be reviewed in each Settlement Period by RSP and may be increased or reduced at RSP's sole discretion and in line with Clause 8.3 below.
- 8.3 The amount of the Security to satisfy Clause 8.2 above shall be an amount equal to the total indebtedness of the Agent on the 7<sup>th</sup> calendar day following the date on which the Agent should have paid the Settlement Amount for the previous Settlement Period, in respect of the locations ("National Location Codes") and Rail Products covered by this Agreement. The initial value of the Security required by this Agreement is specified in Clause 8.4 below.

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- 8.4 The Agent shall provide RSP with initial Security in the amount of **£ AMOUNT (amount in Pounds Sterling)** in the form shown in Annex H of this Agreement (“Bond Template”) in respect of payments due to RSP pursuant to Clause 8.1 above.
- 8.5 In the event that the Agent is unable to pay RSP what is owed to RSP at the time which it is requested by RSP, then the Agent shall forfeit either some or all of the Security referred to in Clause 8.3 above. For the avoidance of doubt, such forfeited amounts shall be applied against the amounts owed to RSP at the time.

## 9 Term

- 9.1 This Agreement shall commence on the Effective Date and continue in force, subject to Clause 10 below, until **either 31 December 2019, or until the end of Pilot, whichever is sooner**, (“Term”).

## 10 Termination

- 10.1 This Agreement may be terminated by the Agent at any time upon ten (10) business days notice in writing to ATOC and RSP.
- 10.2 This Agreement may be terminated with immediate effect by either ATOC or RSP if the Agent breaches any of its obligations under this Agreement and such breach continues for a period of ten (10) business days.
- 10.3 This Agreement shall automatically terminate upon either reaching the Term date as shown in 9.1 above or the Pilot ending if earlier.
- 10.4 ATOC or RSP may terminate this Agreement with immediate effect where:
- (a) the Agent is unable to pay its debts (within the meaning of Section 123 (1) or (2) of the Insolvency Act 1986 (construed without the reference to “appears to the Court that”)) or has any voluntary arrangement proposed in relation to it under Section 1 of that Act or enters into any scheme or arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been agreed in writing between the parties, agreement not to be unreasonably withheld);
  - (b) the Agent has a receiver (which expression shall include an administrative receiver within the meaning of Section 251 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed;
  - (c) the Agent goes into administration;
  - (d) the Agent suffers the passing of any resolution for its winding-up;
  - (e) the Agent becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction;

- (f) the Agent has supplied false or misleading information or committed any act of fraud; or
- (g) In breach of Clause 1.11, the Agent has brought the rail industry, an Operator or Operators into disrepute or has jeopardised the safe and efficient operation of the railway.

10.5 The Agent shall be liable for any reasonable costs incurred by ATOC or RSP arising from the termination of this Agreement by any of the Parties.

## **11 Rights and Obligations upon Termination of this Agreement**

11.1 Immediately upon termination of this agreement:

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

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

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

## **12 Liability**

12.1 The Agent shall be responsible for and shall indemnify the Operators, acting either individually or collectively through ATOC, and RSP from and against any liability, loss, claim or expense which they may incur as a result of the Agent's failure to perform any

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of its obligations under this Agreement. Data Protection Act, Disability Discrimination Act and Other Statutory Provisions

- 12.2 The Agent shall in connection with its obligations under this Agreement comply with all statutory provisions relating to the subject matter of this Agreement including but not limited to the Data Protection Act 1998 and Disability Discrimination Act.

### **13 Confidentiality**

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

### **14 Not Used**

### **15 Assignment and Subcontracting**

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

### **16 Law and Jurisdiction**

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

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**ANNEX A OPERATORS**

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

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**ANNEX B PART 1 - TRAIN SERVICE INFORMATION**

- B1 Train Service Information shall include:
- B1.1 All train departure and arrival times and connecting inter-modal connection times as shown in the National Rail Timetable, including details of emergency work and future planned alterations, which are included in the RSP Data;
  - B1.2 All variations to the National Rail Timetable or routes as may be shown in supplements to the National Rail Timetable and any other publication received by the Agent, which are included in the RSP Data;
  - B1.3 All Rail Product Prices contained in the RSP Data, published promotional Rail Product Prices (provided by ATOC) and routes as updated from time to time;
  - B1.4 Subject to Part 2 of this Annex B, all available types of Rail Products, related restrictions and applicable conditions of carriage for any journey as contained in the RSP Data;
  - B1.5 Details of special travelling needs as specified in the National Rail Conditions of Carriage. The Agent shall ensure that customers and prospective customers are advised that if assistance is required on a journey, this must be pre-arranged with the relevant Operator;
  - B1.6 Not Used
  - B1.7 Details of the availability of Rail Product Refunds.
  - B1.8 The Agent shall use all reasonable endeavours to provide directly the information contained in Part 1 of this Annex B or with ATOC's express written agreement and at its sole discretion, the Agent may be permitted to provide access to an alternative ATOC approved source of the information. For the avoidance of doubt this could include the provision of a telephone number or internet hyperlink to the alternative approved source.
  - B1.9 The Agent shall ensure that all data referred to in Paragraphs B1.1 to B1.7 of Part 1 of this Annex B, is displayed, issued or communicated correctly and accurately to the customer or prospective customer.

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**ANNEX B PART 2 - RAIL PRODUCTS AUTHORISED FOR SALE**

The Rail Products which the Agent is authorised to sell under this Agreement shall consist of those meeting the criteria in Paragraph B2 (a) and (b) of Part 2 of this Annex B.

**B2 RAIL PRODUCTS AGENT IS AUTHORISED ~~OBLIGED~~ TO SELL**

- (a) Season ticket Rail Products
- (b) Changes to Season ticket Rail Product sold or issued under this Agreement, in accordance with the rules of such Rail Product, but not including excess fares or upgrades.

**B3 RAIL PRODUCTS WHICH AGENT IS NOT AUTHORISED TO SELL**

The Agent has no authority under this Agreement to sell any other Rail Products, including making or selling any reservations.



**ANNEX C PERMITTED LOCATIONS**

**The Permitted Selling Locations**

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

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

**Issuing Locations**

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

<b>Issuing Location</b>	Site details (URLs and Telephone Numbers, Address and Location)	National Location Codes
Site Name	TBA by Agent	TBA by ATOC
Site name	TBA by Agent	TBA by ATOC
Site name	TBA by Agent	TBA by ATOC

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

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

<b>Site name</b>	<b>Details of agreement operating under</b>	Site details (URLs and Telephone Numbers, Address and Location)	National Location Codes
Site name	TBA by Agent	TBA by Agent	TBA by ATOC
Site name	TBA by Agent	TBA by Agent	TBA by ATOC
Site name	TBA by Agent	TBA by Agent	TBA by ATOC

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## **ANNEX D REQUIREMENTS FOR THE RETAILING OF SEASON PRODUCTS**

### **D1. PURPOSE**

D.1.1 This Schedule lays out the minimum requirements that retailers need to adhere to when retailing Season Products.

### **D2. OUTLINE OF REQUIREMENTS**

D2.1 The Agent will be licenced to provide a Season Ticket retailing service, taking orders in person, by phone or online, using a ticket issuing system (“TIS”) approved by Rail Settlement Plan (RSP) and reporting transactions to RSP’s LENNON system.

D2.2 In addition, the Agent will provide a full Season Ticket after-sales service, including Season Ticket refunds and (where appropriate) replacement of Seasons which have been lost or stolen or which become defective.

D2.3 The service will include the issue of London Travelcards and, where applicable, Gold Cards.

### **D3. TECHNICAL REQUIREMENTS**

D3.1 All Season Tickets must be issued using an RSP-approved Ticket Issuing System (TIS) linked to RSP’s LENNON revenue management system.

D3.2 The Agent’s TIS must completely process each refresh file from the Fares database each daily increment file.

D3.3 Unless issued on smart media, all Season Tickets (including Travelcards) must be magnetically encoded.

D3.4 At all locations where tickets will be sold or issued, staff must have access to National Rail’s online “Knowledgebase”. Where they do not already have such access, The Agent must provide a static IP Address to be registered by Rail Delivery Group.

D3.5 The Agent must use an electronic Season Ticket Record database system to record the issue of monthly or longer Season Tickets. This must be capable of recording the data set out in D4.15 below.

### **D4. TICKET ISSUING AND PAYMENT**

D4.1 All Season Tickets must be issued on the appropriate ticket stock and it shall be the responsibility of the Agent to procure this from approved sources.

D4.2 Where authorised, the Agent must sell local multi-modal” Season Tickets, using approved ticket stock as directed by the sponsoring local authority.

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- D4.3 The Agent must be able to issue Season Tickets with the following periods of validity;
- One week  
or  
any period between one month and one year;
- D4.1 Where tickets are issued in advance of their start date, the limitations on advance issuing set out in Knowledgebase must be complied with.
- D4.5 Annual Season Tickets or Annual Travelcards must be issued as Gold Cards where either the origin or the destination, or both, fall within the designated Gold Card area.
- D4.6 Where Annual Season Tickets or Annual Travelcards which should be treated as Gold Cards are loaded onto smart media, Gold Card Record Card must be issued.
- D4.7 Unless an account arrangement is in place with a specific customer, the following methods must be accepted for full or, in combination, part-payment of Season Tickets;
- Cash;
  - Credit card, debit card or charge card;
  - Travel Vouchers issued by the Train Companies;
  - Vouchers issued by Transport for London;
  - National Transport Tokens.
- D4.8 Corporate or personal cheques may be accepted as payment for Season Tickets at the discretion of the Agent.
- D4.9 Season Ticket Warrants may be accepted as payment for Season Tickets at the discretion of the Agent, provided that the Agent operates “automated settlement” systems.
- D4.10 Payment or part-payment for Season Tickets using physical travel vouchers issued by any of the TOCs must be accepted. Suppliers must make and advertise appropriate arrangements for customers to send vouchers to them. Customers must not be required to supply such vouchers earlier than two weeks before the issue of the ticket.
- D4.11 The Agent must ensure that they comply as necessary with PCI-DSS compliance procedures.
- D4.12 The Agent must be able to issue Photocards to new customers, including making appropriate arrangements for customers to supply photographs.
- D4.13 Where a Season Ticket of one month or longer is issued for the first time the customer must be requested to complete an application form. This may be online, but a

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procedure must be in place to enable customers without access to the internet to complete the form.

D4.14 The design of Season Ticket application forms must be approved by Rail Delivery Group's Head of Third Party Retailing.

D4.15 The Agent should where applicable advise each Season Ticket customer that their carrier Train Company offers "message alert" services to notify customers of current train running problems. Customers should be directed to the relevant Train Company to register to receive such services.

D4.16 The Agent must put in place effective and expeditious arrangements to deliver Season Tickets and/or Photocards to customers. The Agent must state their proposed target turnaround time for fulfilling orders from customers.

## **D5. CARE AND MANAGEMENT OF CUSTOMER DATA**

D5.1 Where tickets with validity of one month or longer are sold, the Agent must securely record the following personal data for each customer;

- Name, address and contact details;
- Sex;
- Status (adult or child);
- Customer's Photocard number.

D5.2 The customer's record should be updated with the following details for each ticket purchased;

- Ticket issue date;
- Ticket start and end dates;
- Origin and destination and route;
- Class of travel (First or Standard);
- Status (adult or child);
- Any Passenger Charter Discount applied;
- Final price;
- Ticket number;
- Method of payment.

D5.3 The Agent shall own collected personal data. If the Agent uses a licensed database system to record such data, the terms of the license must vest ownership of the data in the Agent and not the licensor.

D5.4 The Agent will be responsible for complying with all aspects of Data Protection law and shall be the Data Controller of information collected from Season Ticket purchasers.

D5.5 Season Ticket application forms must;

- Enable the customer to provide the required personal data;
- Advise the customer that their personal data will be recorded and will be used for information administration and research purposes;
- Advise the customer that in the event of the retailer ceasing to trade their data record will be passed to a relevant Train Company and/or the Department of Transport;
- Include a clause recommending passengers to register with their carrier TOC to receive alerts on current service performance;
- Offer the customer, by means of a “tick box”, the opportunity to allow National Rail, their local Train Companies to provide them with information about forthcoming offers;
- Offer the customer, by means of a “tick box”, the opportunity to allow National Rail, their local Train Companies to pass their details to selected partners to provide them with information about forthcoming offers;
- Where customers fill in forms online, any “tick boxes” must be unchecked by default.

D5.6 The Agent may at their discretion collect personal data from customers purchasing Weekly Season Tickets, but in such cases the customer shall be under no obligation to provide such data.

#### **D6. SEASON TICKET REFUNDS**

D6.1 The Agent must process applications for refunds on Season Tickets issued by them, in accordance with the procedures set out in Knowledgebase.

D6.2 Customers must be requested to supply reasonable information to support their request and must submit the original ticket with their application.

D6.3 For refunds on monthly or longer tickets, details must be recorded in the customer’s record.

D6.4 The Agent may charge an administration fee for processing refunds, such fee not to exceed £10.

#### **D7. LOSS/THEFT OF SEASONS (“DUPLICATE” SEASON TICKETS)**

D7.1 The Agent must not issue a duplicate season without the agreement of the lead Train Company for the journey as set out in Knowledgebase.

D7.2 The Agent must substantiate the bona fides of each claim. In the absence of evidential support (such as a crime reference number) the Agent must, at their own cost, employ a contractor to interview the claimant. The contractor must employ staff who have a minimum of two years employment in a public transport revenue protection role.

D7.3 Every duplicate issued must be entered on the customer’s record

D7.4 The Agent may charge an administration fee for processing applications for Duplicate Seasons, such fee not to exceed £20.

**D8. CHANGE OF JOURNEY DURING DURATION OF SEASONS (“CHANGEOVER” SEASON TICKETS)**

D8.1 If a customer wishes to change their journey during the validity of their Season (for example in the event of relocation) the procedure for Changeover Seasons set out in Knowledgebase must be followed, and the customer’s record must be updated accordingly.

D8.2 The Agent will be responsible for making refunds where circumstances require this

D8.3 No administration charge may be raised for Changeover Seasons

**D9. REPLACEMENT OF DEFECTIVE SEASONS (“REPLACEMENT” SEASON TICKETS)**

D9.1 In the event that a customer’s Season Ticket becomes defective (for example if it ceases to operate ticket gates, or becomes illegible through regular use) the Agent must, on demand and on presentation of the original ticket, arrange the issue of a Replacement season as set out in Knowledgebase, and update the customer’s record accordingly.

D9.2 No administration charge may be raised for Replacement Seasons

D9.3 Where possible the customer should be issued with an application form and directed to a station on the line of route of their ticket. If the ticket is wholly illegible then the Agent alone will be responsible for undertaking the replacement

D9.4 When performing replacements, the Agent must devise a process to recover the defective ticket from, and send the replacement to, the customer as expeditiously as possible

D9.5 The Agent must make appropriate arrangements to enable the customer to continue travelling during the replacement process. If this involves asking the customer to purchase day-of-travel tickets and submit them for refund, no administration fee may be charged for processing such refunds

**D10. MARKETING AND CUSTOMER AWARENESS**

D10.1 The Agent must provide details of their marketing objectives and strategy, and explain how these will generate growth in the sale of Season Tickets.

D10.2 The Agent must describe their proposed marketing communications strategy and explain how it will enhance the reputation of rail travel and the rail industry

D10.3 The Agent must arrange that all online customer transactions conclude with the customer being asked to undertake a brief “e-survey”. This must ask the following questions and allow customers to answer on a scale of -5 (with 1 being “completely disagree” and 5 being “completely agree”);

Q1 I was able to undertake all the transactions I wanted to make during this visit;

Q2 I found the website easy to use and easy to understand;

Q3 I was satisfied with the service I received during this visit.

D10.4 The website must allow the customer the option to log out without completing this survey.

D10.5 The Agent must at all times adhere to advertising standards Codes of Practice issued by the Advertising Standards Authority.

## **D12. INFORMATION AND STATISTICS TO BE SUPPLIED BY THE AGENT TO ATOC LTD. EACH 4-WEEKLY ACCOUNTING PERIOD**

D12.1 The number of “first time registered” Season Ticket customers added to the Agent’s database, together with the photocard number of each such customer added. Such registrations must also be categorised into one of the following categories;

- i) Individual customers purchasing on their own account;
- ii) Customers purchasing tickets or their own travel-to-work use through a TMC arrangement;
- iii) Customers purchasing tickets for use on company business through a TMC arrangement;
- iv) Customers purchasing tickets through a TMC arrangement as part of a “Season Ticket loan book” scheme operated by the TMC.

**NOTE:** no other personal data will be required

D12.2 Information about customer complaints/queries received each period, broken down by:

- i) Number of contacts received;
- ii) Contact medium (online form, telephone, email etc)
- iii) Subject category
- iv) Time taken to resolve to conclusion

D12.3 Information about the average time to complete Season Ticket sales transactions and percentage of orders fulfilled within target turnaround time

D12.4 Information about the Number of Season Tickets re-issued, broken down into

- 
- i) Number of “Duplicate” (lost/stolen ticket) issues;
  - ii) Number of instances where the total number of “Duplicate” Seasons for any person on the Season Ticket database exceeds two;
  - iii) Number of “Replacement” (defective ticket) issues
  - iv) Number of “mis-issues” cancelled and reissued due to operator error

D12.5 The number of Season Tickets sold by the Agent at a price below the published fare, and the overall average discount applied in such circumstances

D12.6 The number of instances where Season Ticket sales were “bundled” with other products, along with an indication of the overall contents of the bundle

D12.7 The number of Season Ticket sales generated by “click through” referrals from other websites

D12.8 The number of “e-surveys” conducted in accordance with 10.3, with the results for each question tabulated to show the number of responses for each score

### **D13. SMART MEDIA**

D13.1 Although the ability to issue Season Tickets on smart media is not a mandatory condition of this licence, where a smart fulfilment option is used, the Agent needs to ensure that it supports the following existing ticketing solutions;

- Oyster;
- ITSO

D13.2 All costs associated with procuring and connecting Oyster-compatible TIS and/or procuring and implementing ITSO compatibility and connections, will fall to the Agent.



## ANNEX E RSP SERVICE CHARGES

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

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

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

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

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

Service	Type of Charge	Charging Mechanism
Lennon Service	Fixed Periodic Charge	A combination of 50% of Agent’s percentage of industry earnings and 50% of Agent’s percentage of industry issues for previous financial year
Passenger Assist	Fixed Periodic Charge	Not Applicable
National Reservation Service	Fixed Periodic Charge	Not Applicable
Automated Settlement Core Service	Fixed Periodic Charge	Amalgamation of charges for the following Core Services: <ul style="list-style-type: none"> <li>• Settlements - 50% of Agent’s percentage of industry earnings and 50% of Agent’s percentage of industry travel trade income</li> <li>• Accounting &amp; Control - A combination of 50% of Agent’s percentage of industry earnings and 50% of Agent’s percentage of industry issues for previous financial year</li> <li>• TfL settlement - Agent’s percentage of TfL income</li> </ul>

Credit Card Vouchers (temporary manual service)	Variable Periodic Charge	Agent's percentage of industry payment card vouchers processed in the previous Period
Queries & Chargebacks (temporary manual service)	Variable Periodic Charge	Agent's percentage of industry queries and chargebacks processed in the previous Period
Transfer Vouchers (temporary manual service)	Variable Periodic Charge	Agent's percentage of industry transfer vouchers processed in the previous Period
Warrants	Variable Periodic Charge	Agent's percentage of industry paper warrants processed in the previous Period
Debt Chasing	Variable Periodic Charge	Agent's percentage of industry warrants processed in the previous financial year
TOC Refunds (temporary manual service)	Variable Periodic Charge	Agent's percentage of industry refunds processed in the previous Period
MOD Warrant Scanning	Variable Periodic Charge	Not Applicable
Custodian Archive Services	Fixed Periodic Charge	Agent's percentage of industry earnings for previous financial year
FasTIS + Oyster	Fixed Periodic Charge	Price per machine
Telecom Recovery	Variable Periodic Charge	Cost of ad hoc work undertaken over that provided as standard
TIS Accreditation Service	Variable Periodic Charge	RSP Accreditation Day Rate (subject to separate accreditation agreement)
RSP Data Licence	Fixed Periodic Charge	Cost of Licence
RSP Data Supply	Fixed Periodic Charge	Fixed industry wide charge based on required feeds and frequency
RSP Test Service	Fixed Periodic Charge	Fixed industry wide charge
Live Sales Management	Variable Periodic Charge	Not Applicable
Product Management Service	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year
Data Transformation & Distribution Service	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year

Routeing Guide Service	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year
RSP Ltd Central Charges	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year
Automated Settlement Core Service Amortisation	Fixed Periodic Charge	A combination of 46% of Agent's percentage of industry earnings, 46% of Agent's percentage of industry travel trade income and 8% of Agent's percentage of industry warrant income for previous financial year
Lennon Service Amortisation	Fixed Periodic Charge	A combination of 50% of Agent's percentage of industry earnings and 50% of Agent's percentage of industry issues for previous financial year
National Reservation Service Amortisation	Fixed Periodic Charge	Not Applicable
Live Sales Management Amortisation	Variable Periodic Charge	Not Applicable
National Reservation Amortisation	Fixed Periodic Charge	Not Applicable
Product Management Service Amortisation	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year
Data Transformation & Distribution Service Amortisation	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year
Routeing Guide Service Amortisation	Fixed Periodic Charge	Agent's percentage of industry sales transactions for previous financial year

**ANNEX F SETTLEMENT PERIODS & PAYMENT DATES**

**Settlement Periods and Payment Dates for the Financial Year Ending 31 March 2017**

Settlement Period	Period End Date	Interim Payment Dates			Final Settlement Payment Date
		First	Second	Third	
1701	30/04/16	08/04/16	15/04/16	29/04/16	19/05/16
1702	28/05/16	06/05/16	13/05/16	27/05/16	16/06/16
1703	25/06/16	03/06/16	10/06/16	24/06/16	14/07/16
1704	23/07/16	01/07/16	08/07/16	22/07/16	11/08/16
1705	20/08/16	29/07/16	05/08/16	19/08/16	08/09/16
1706	17/09/16	26/08/16	02/09/16	16/09/16	06/10/16
1707	15/10/16	23/09/16	30/09/16	14/10/16	03/11/16
1708	12/11/16	21/10/16	28/10/16	11/11/16	01/12/16
1709	10/12/16	18/11/16	25/11/16	09/12/16	29/12/16
1710	07/01/17	16/12/16	23/12/16	06/01/17	26/01/17
1711	04/02/17	13/01/17	20/01/17	03/02/17	23/02/17
1712	04/03/17	10/02/17	17/02/17	03/03/17	23/03/17
1713	31/03/17	10/03/17	17/03/17	31/03/17	20/04/17

On or before the 31 January each year, RSP shall determine the Settlement Periods and Payment Dates for the following financial year commencing 1 April and notify them in writing to the Agent. Each Payment Date will only be varied if such a date does not fall on a Business Day, in which case it will be set to the previous Business Day or next available Business Day, as indicated by an asterisk in the above table.

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## ANNEX G CLEARANCE & SETTLEMENT PROCEDURE

### G1 General

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

- G1.1 Rail Products sold or issued by the Agent;
- G1.2 Refunds made by the Agent in respect of Rail Products; and

### G2 Provision of Information by the Agent

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

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

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

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

### G3 Information about (Non ToD) Transactions

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

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

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

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- G3.1.3 the place at which the journey is to commence (unless validity is for journeys within a particular area in which case the area of validity should be stated);
- G3.1.4 the destination (unless validity is for journeys within a particular area, in which case the area of validity should be stated);
- G3.1.5 any requirements as to the route that must be taken or the Operators whose trains must or must not be used;
- G3.1.6 the class of accommodation;
- G3.1.7 the type of Rail Product;
- G3.1.8 the Price (including any applicable VAT) of the Rail Product;
- G3.1.9 if the rights and restrictions applicable to the Rail Product permit it to be sold only to a particular category of person, an indication of the category in question;
- G3.1.10 the amount of VAT charged, if any;
- G3.1.11 the value and type of any discount that has been applied to the Rail Product sold or issued in respect of any ~~Discount Card~~ or other authorised discount (e.g. child);
- G3.1.12 in respect of the TIS used to sell or issue the Rail Product, the number of that TIS; and
- G3.1.13 any other information relating to the sale or issue of such Rail Products which is required by RSP (other than personal data relating to the customer) from time to time.
- G4 Not Used**
- G5 Not Used**
- G6 Not Used**
- G7 Information about Refunds**
- G7.1 Where a Refund is made by the Agent in respect of an unused or partially used Rail Product, the Agent shall return to RSP or hold a scanned image of a cancelled ticket in support of said Refund.

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

## **G8 Information Supplied Incorrectly**

- G8.1 If any information provided to RSP by the Agent under Paragraphs G3 to G7 of this Annex G is incomplete, fails RSP validation, is provided in a different format or in accordance with a different procedure from that specified by RSP from time to time, RSP shall have discretion as to whether or not to include such information in the settlement process (“Accept for Clearing”) for that Settlement Period. If RSP elects not to do so it shall notify the Agent accordingly of this decision within five (5) business days and also advise the Agent within ten (10) business days of any costs which the Agent shall have to pay in respect of correcting this information for resubmission to RSP, so that the relevant Rail Product(s) and/or Refund(s) can be Accepted for Clearing in the subsequent Settlement Period.

## **G9 Data Re-creation**

- G9.1 If any information which the Agent is bound to provide under Paragraphs G3 to G7 of this Annex G is lost or destroyed before the relevant Rail Product and/or Refund information has been Accepted for Clearing or for any other reason it is impossible or impracticable for the Agent to provide the information, the Agent shall notify RSP

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accordingly as soon as reasonably practicable after such an event occurs.

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

#### **G10 Time at Which Items are Accepted for Clearing**

- G10.1 RSP may elect to treat any Rail Product or Refund in relation to which the information referred to in Paragraphs G3 to G7 of this Annex G was:
- G10.1.1 received by it in a particular Settlement Period from the Agent, as having been Accepted for Clearing in the following Settlement Period in respect of the Refund process where RSP is subject to adverse conditions; or
- G10.1.2 incomplete or supplied in a format or in accordance with a procedure which is different from that specified by RSP from time to time, as having been Accepted for Clearing in the Settlement Period in which such information is completed and provided to RSP in accordance with a procedure acceptable to RSP.

#### **G11 Effect of Acceptance for Clearing**

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



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

## **G12 Preservation of Information**

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

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

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

## **G13 Settlement of Revenues**

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

## **G14 Interim Payments**

G14.1 Interim Payments are on account payments which are made by the Agent to RSP in lieu of the Final Settlement payment which the Agent shall make in respect of each Settlement Period. During the term of this Agreement, RSP shall set the Interim Payment values for each Settlement Period and advise them to the Agent accordingly.

## **G15 Payment of the Interim Payment & Service Charges**

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

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## **G16 Calculation of the Settlement Amount**

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

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

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

**LESS**

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

**LESS**

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

**PLUS**

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

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## **G17 Payment of the Settlement Amount**

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

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

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

## **G18 Liability to Pay Interest**

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

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

## **G19 Disaster Recovery & Business Continuity**

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

## **G20 Payment Card Industry Data Security Standard (PCIDSS)**

G20.1 The Agent shall be expected to become compliant with PCIDSS at its own cost and work with ATOC and RSP to achieve agreed rail industry deadlines in respect of PCIDSS. Non compliance with PCIDSS may render the Agent liable to fines levied by the Payment Card Industry, which are outside the scope of this Agreement.

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## **G21 Fraud Prevention**

G21.1 The Agent shall be expected to implement best practice in the area of fraud prevention and participate in industry meetings designed to raise awareness of the issues surrounding payment card fraud. The Agent should pay particular attention to 'card not present' fraud, which is particularly associated with website and call centre transactions. A range of card security measures are available to the Agent and these should be considered.

## **G22 Liability of RSP**

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

## **G23 Time Limits**

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

## **G24 Payments Free and Clear of Set-Off**

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

## **G25 Mandatory Variations**

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

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

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

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of such Mandatory Variations. However, the parties shall, to the extent reasonably possible, seek to agree the most cost effective way and time of implementing such Mandatory Variation.

**G26 Not Used**

**G27 Accreditation**

- G27.1 If at any time the Agent wishes to make changes or add functionality to its TIS, then the Agent shall submit its proposals to RSP in the agreed format and in adherence with the processes and timescales as defined in the 'RSP TIS Accreditation Guide RSPA2000'.
- G27.2 In order to minimise the risks to RSP systems and settlement during any Pilot, the Agent's proposal to make changes or add functionality to its TIS shall include a process which allows the Agent to be able to restrict retailing volumes through their TIS or have the ability to suspend public access to their TIS immediately, upon request from RSP, if a serious Accreditation Incident has been identified. 'Accreditation Incidents' and their severity are defined in the 'RSP TIS Accreditation Guide RSPA2000'.
- G27.3 Any Accreditation Incidents which arise during Pilot shall be logged by RSP for resolution on an issue management system ("JIRA") to which the Agent shall have access. Failure to resolve such Accreditation Incidents within deadlines set by RSP may result in RSP requesting that public access to the Agent's TIS be restricted or suspended, until the Accreditation Incident can be closed. However, RSP may require the Agent to immediately suspend public access to their TIS, if a serious Accreditation Incident has been identified which has the potential to impact the accurate and timely delivery of RSP services to Operators and other third parties.
- G27.4 The Agent shall provide such evidence as shall be requested by RSP that any Accreditation Incidents have been resolved, before RSP can close them on JIRA. RSP shall review all outstanding Accreditation Incidents at the end of any Pilot and the Agent's TIS shall only be allowed to exit Pilot once all outstanding Category 1 and Category 2 Accreditation Incidents have either been resolved by the Agent and closed by RSP on JIRA or have been downgraded by RSP on JIRA to Category 3 Accreditation Incidents.

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**ANNEX H BOND TEMPLATE**

[On the Letterhead of the Issuing Bank]

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

**DATE**

**WHEREAS:**

- 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 [AGENT NAME] Registered No: [XXXXXXXX] whose registered office is at [REGISTERED ADDRESS]
- B. The Agreement requires the provision of a bond (the “**Bond**”) in the amount of [£ AMOUNT] (amount in words) to guarantee payment by [AGENT NAME] of amounts due to RSP pursuant to the Agreement.

Accordingly, [BOND ISSUER NAME] (the “**Issuing Bank**”) (the “**Issuing Bank**”) hereby undertakes to pay RSP, within 3 business days of the receipt of an RSP issued demand (the “**Demand**”), any amount or amounts claimed by RSP in the relevant Demand as being due to RSP under the Agreement, provided always that:

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

[Fax Number of the Issuing Bank];

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

4. a Demand must be received by the Issuing Bank by 5 pm (London time) on the Expiry Date;
5. the rights of RSP under this Bond may not be assigned to any other party;
6. this Bond shall not in any way be discharged, diminished or affected by:
  - (i) the granting of time or indulgence to [AGENT NAME];

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- (ii) any re-organisation, insolvency, liquidations, winding-up, receivership or other incapacity of [AGENT NAME];
  - (iii) any variation of the terms of the Agreement; and
  - (iv) any defences to [AGENT 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 [AGENT 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,

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[BOND ISSUER]  
as Issuing Bank

Agreed and acknowledged:

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For and on behalf of  
Rail Settlement Plan Limited

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**ANNEX I AGENTS REMUNERATION**

The Agent shall receive the following sales commission in respect of the Price of Rail Products sold under this Agreement:

- (a) 2% for the National Rail element of Season Products sales and for a period either up to 31 December 2019, or to the end of the Pilot, whichever is sooner.
- (b) 1.5% for the Travelcard element of any Season Product sales that include a Travelcard element and for a period either up to 31 December 2019, or to the end of the Pilot, whichever is sooner.



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**ANNEX J    NOT USED**



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**ANNEX K NOT USED**

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**ANNEX L SELF-CERTIFICATION TEMPLATE**

1. Criteria and Standards

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

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

(a) Governance and Risk Management Objective:

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

(i) Control Principles:

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

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

(b) Internal Control Environment Objective:

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

(i) Control Principles:

Management should operate effective internal controls by:

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

(c) Monitoring and Compliance Objective:

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

(i) Control Principles:

Management should ensure and report compliance by:

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

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

2. Annual Letter of Assurance

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

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

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

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

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

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

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

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

### 3. Management Audit

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

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

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

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

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

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**ANNEX M NOT USED**



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

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

**the OPERATORS, acting through ATOC LIMITED**

By Denis Rocks, Interim Managing Director, RSP for and on behalf of

**RAIL SETTLEMENT PLAN LIMITED**

By **NAME, POSITION** for and on behalf of

**AGENT LIMITED**