

Dated [REDACTED]

(1) ATOC LIMITED

(2) RAIL SETTLEMENT PLAN LIMITED

(3) [REDACTED]

NATIONAL RAIL TRAVEL AGENTS
LICENCE

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THIS AGREEMENT is entered into on 15th November 2018

BETWEEN: -

- (1) **ATOC LIMITED** (company number 3069033) of 2nd Floor, 200 Aldersgate Street, London EC1A 4HD ("**ATOC**"), as the duly appointed agent of the persons named in Schedule 1 (the "Operators");
- (2) **RAIL SETTLEMENT PLAN LIMITED** (company number 3069042) of 2nd Floor, 200 Aldersgate Street, London EC1A 4HD ("**RSP**") as the body through which the Operators have agreed to settle amounts due to them; and
- (3) **COMPANY NAME** (company number xxxxxxxx) trading as (if applicable) (the "**Agent**") of address

WHEREAS:

- (A) The Operators wish to licence the Agent to sell Rail Products and provide Train Service Information pursuant to the terms of this Agreement;
- (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 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 1.3, 1.4, 1.5 or 1.6 (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 1.5 of the Clearance and Settlement Procedure and that RSP has decided to accept the relevant Rail Product or Refund for clearing under Paragraph 1.9 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.

"Advanced Training Certificate" means the qualification of that name set by ATOC.

"Agent's Account Number" means the account number allocated to the Agent by RSP.

"Agent's Settlement Amount" means the sum calculated on the basis set out in the Clearance and Settlement Procedure.

"Agent's Remuneration" means the sum calculated in accordance with the table set out at Schedule 2.

"Annual Sales Target" means the minimum level of sales as may be specified in the Marketing and Sales Plan or otherwise notified to ATOC that the Agent must achieve under this Agreement.

"Approval Certificate" means, in relation to any Approved TIS, the certificate of RSP that such Approved TIS has 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 Agent is authorised to provide Train Service Information and/or sell and/or issue Rail Products under this Agreement.

"Approved TIS" means a TIS for the 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 Agent by ATOC from time to time.

"ATOC Accredited Internet Site" means an Internet Site that is accredited by ATOC in accordance with the ATOC Standard for the Operation of Internet Sites.

"ATOC Accredited Telephone Sales" means a Telephone Sales Centre that is accredited by ATOC in accordance with the ATOC Standard for the Operation of Telephone Sales Centres.

"ATOC Agent" means an agent authorised to sell Rail Products and provide Train Service Information.

"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 Standards" 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.

"ATOC Licence" means this licence, granted by ATOC on behalf of the Operators to the Agent.

"Authorised Offices" means the offices the addresses of which are listed in Schedule 3, at which the Agent is authorised to provide Train Service Information and/or sell Rail Products or issue Tickets.

"Authority" means the Secretary of State for Transport

"Barcode Fulfilment Charge" means the charges set out in Schedule 4 to be paid by the Agent to RSP in respect of a sales transaction where a Rail Product has been fulfilled to barcode;

"Barcode Ticket" means an electronic image generated in accordance with RSP standards and transmitted to a customer as fulfilment of a Rail Product;

"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 Agent.

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

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

"Customer Personal Data" means personal data (as defined in the Data Protection Legislation) which is processed by the Agent on behalf of the Customer pursuant to or in connection with this Agreement;

"Data Protection Legislation" means the Data Protection Act 1998 until 24th May 2018, and the General Data Protection Regulations from 25th May 2018 (and any legislation which replaces it);

"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 Agent from time to time.

"Information and Reservations Location" means a location at which the Agent is authorised in respect of Rail Products to provide information and make reservations but not sell or issue Tickets in respect of such products and which has been designated an Authorised Office.

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

"Internet Site" means the internet or intranet site or sites as the case may be on the world wide web at the addresses notified to ATOC from time to time and operated by the Agent or such other URL as may be approved by ATOC from time to time.

"Marketing and Sales Plan" means the Agent's marketing and sales plan which ATOC may from time to time reasonably require as approved by ATOC (and amended from time to time in accordance with this Agreement) which sets out how the Agent 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 Rail Conditions of Travel" means the National Rail Conditions of Travel including any supplement to them and any modification or replacement of them as advised and made available to the Agent from time to time.

"Network" means the part of the network as defined in Section 83 (1) of the Act 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 Agent from time to time.

"Price" means in respect of a Ticket the fare specified in the RSP Data and in respect of a Discount Card or Reservation the price notified by ATOC to the Agent from time to time.

"RSP Data" means any fare and/or timetable data supplied to the Agent in a format and media specified by RSP including but not limited to a CD-ROM or electronic file transfer on such terms and Conditions as may be specified by RSP.

"Rail Product" means the National Rail Tickets, Reservations and Discount Cards set out at Schedule 6.

"Rail Product Stock" means such ticket stock as may be approved by RSP to be used for the issue of Rail Products under this Agreement.

"Rail Quality of Service Certificate" means the qualification of that name set by ATOC.

"Rail Regulator" has the same meaning as in the Act.

"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 Travel.

"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.

"Satellite Ticket Printing Location" means a location at which ATOC may authorise the Agent to issue Tickets but not sell Rail Products and which has been designated an Authorised Office.

"Season Ticket" means a Ticket which entitles the holder to make multiple journeys on the rail network from time to time during the period of the Ticket's validity. However, this does not include a One-Day Travelcard.

"Self-Ticketing Location" means a location at which ATOC may authorise the Agent to issue Tickets from a place other than the point of sale and which has been designated an Authorised Office.

"Self-Ticketing Location Conditions" means the specific conditions relating to the issue of Tickets at a Self-Ticketing Location set out at Schedule 12 as may be amended by ATOC from time to time.

"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 Agent from time to time.

"Ticketing and Settlement Agreement" means the agreement between the operators named in that agreement and RSP dated 23 July 1995 and any amendments made to it.

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

"Third Party" means a person or persons the names of which are set out in Schedule 3 to whom ATOC has from time to time authorised the Agent to issue Rail Products at a Self-Ticketing Location.

"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 Ticket relates and in respect of which a fare is shown in the RSP Data and includes a Season Ticket.

"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.

"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 Agent.

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.

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

2. SALE OF RAIL PRODUCTS

2.1. Authority to sell Rail Products

(a) Subject to such restrictions as may be imposed by ATOC from time to time and as are set out in Schedule 8, the Agent is authorised, as agent for the Operators to sell Rail Products at its Authorised Offices;

(b) The Agent is not authorised under this ATOC Licence to offer, sell or issue any Rail Products whatsoever other than those set out at Schedule 6;

(c) The Agent is authorised to make any Reservations using a reservation system agreed by ATOC 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;

(d) Tickets and Reservations covered by this Agreement shall be sold subject to the National Rail Conditions of Travel. The Agent 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 Travel that apply to that Ticket and/or Reservation;

(e) The Agent may only sell Rail Products using Rail Product Stock which has been approved in writing by RSP and in accordance with this Agreement and the Instructions and procedures notified by ATOC.

2.2. Restrictions on Agent's Authority

Other than in respect of a Rail Product which the Agent is authorised to sell in accordance with Clause 2.1 above, the Agent shall not issue, or hold itself out as having authority to issue, any document which purports to entitle the holder to: -

- (a) make a journey on the Network, unless the Agent is expressly authorised to do so in writing by ATOC;
- (b) purchase a Ticket at a lower price than would otherwise apply, unless (i) the Agent is expressly authorised in writing to do so by ATOC, or (ii) the document evidencing a right to purchase a Ticket at a lower price may be redeemed or used only at outlets of the Agent (and in any such case the Agent remains liable to account for the full value of the Ticket in accordance with Clause 2.6 below).

2.3. Authority to make Refunds

- (a) Subject to the restrictions in this Clause 2.3 the Agent is authorised, as agent for the Operators, to accept a claim for and make a Refund on any Ticket, or Reservation, if:-
 - (i) the Agent sold the Ticket and did not accept a Warrant as the method of payment for that Ticket;
 - (ii) the claim is made not more than 28 (twenty-eight) days beyond the expiry date of the Ticket's validity;
 - (iii) the Ticket was not used to make any journey on the Network and is returned to the Agent by the purchaser of the Ticket; and
 - (iv) the purchaser of the Ticket is entitled to the Refund under the applicable National Rail Conditions of Travel and/or any other conditions under which the Ticket was issued or Reservation made.
- (b) Where the conditions set out in (a) above do not apply the Agent shall refer all claims for a Refund or compensation to ATOC in accordance with such procedures as ATOC may notify to the Agent from time to time.
- (c) The Agent is not authorised to make any Refunds in respect of Rail Products which have been lost or stolen.
- (d) In any case where the Agent makes a Refund under this Clause 2.3 the Agent 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 2.3 must be forwarded to RSP in accordance with any Instructions issued by RSP from time to time.

2.4. Issue of Rail Products

- (a) The Agent shall not issue any Rail Products under this Agreement using ticket stock that has not been approved by RSP.
- (b) Where under this Agreement the Agent sells a Rail Product the Agent shall issue the appropriate Ticket, Reservation or Discount Card in accordance with any Instructions.
- (c) The Agent shall take all reasonable steps before issuing a Discount Card, which it is authorised to sell under this Agreement, to ensure the Discount Card applicant satisfies the conditions notified to the Agent by RSP from time to time for the issue of that type of Discount Card and shall comply with such procedures as RSP may notify to the Agent from time to time for such purpose.

2.5. Prices

- (a) The amount (including any applicable VAT) charged by the Agent to the purchaser of a Rail Product whether or not sold on its own or included as part of a package of other products shall not exceed the Price for the relevant Rail Product as reduced, in the case of a Ticket, by any applicable discount if that Ticket is sold to the holder of a Discount Card or for use by a child.
- (b) The amount (including any applicable VAT) charged to the purchaser in respect of a Rail Product may be less than such amount, but if the Agent charges less than such amount, it will nonetheless be required to account to RSP for the whole of such amount in accordance with the Clearance and Settlement Procedure.
- (c) The Agent will include any VAT where applicable in the Price of any Rail Product.

2.6 Fees

The Agent 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 Agent 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.

2.7 Approved Method of Retailing

- (a) The Agent 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.

- (b) The Agent shall ensure that the Approved Method of Retailing set out at Schedule 7 complies at all times with the relevant ATOC Standards set out at Schedule 10.
- (c) ATOC may upon written request from the Agent authorise a Third Party to issue Tickets under this Agreement at a Self-Ticketing Location subject to the Agent and the Third Party complying with the Self Ticketing Location Conditions set out at Schedule 12.
- (d) ATOC may upon written request from the Agent authorise the Agent to install and use a remote ticket printer at a Satellite Ticket Printing Location to print Tickets which it has sold using an Approved TIS under this Agreement.
- (e) ATOC may upon written request from the Agent authorise the Agent to provide and operate an Information and Reservations Location in order to provide information about Rail Products and make Reservations under this Agreement but not sell Rail Products.
- (f) Unless otherwise agreed in writing by ATOC, the Agent 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.

3. RAIL PRODUCT STOCKS

3.1. Rail Product Formats

Each Rail Product issued by an Authorised Office of the Agent shall be issued using the Rail Product Stock that has been approved by RSP from time to time and in all cases, shall be issued in accordance with any Instructions and procedures notified to the Agent by RSP from time to time.

3.2 Rail Product Stocks

- (a) The Agent shall be responsible for procuring the supply of RSP approved Rail Product Stock and shall ensure that it has such levels of Rail Product Stock sufficient to meet the Agent's forecast sales.
- (b) The Agent shall keep secure all Rail Product Stock held by it and shall procure that no employee or other person who is not authorised by the Agent to use such Rail Product Stock has access to it, shall promptly notify RSP and the police of the loss or theft of any Rail Product Stock procured by it and shall comply with any Instructions and procedures notified to the Agent by RSP from time to time regarding their custody and use.

- (c) Notwithstanding Clause 3.2(b) above, in respect of the custody and use of the Rail Product Stock the Agent shall:
- (i) adopt control policies and objectives for the sale and issue of Rail Products in accordance with RSP's control requirements notified to the Agent from time to time; and
 - (ii) create and maintain at all times a comprehensive stock register, which shall include a record of the location of each item of Rail Product Stock.
- (d) The Agent shall not without the prior consent of RSP authorise the use of such Rail Product Stock at any office other than the office which was originally supplied with such Rail Product Stock or by any person other than those of its employees whom it has properly authorised to sell or otherwise deal with Rail Products pursuant to this Agreement.
- (e) The Agent shall procure that all Rail Product Stock supplied to it that it distributes to its Authorised Office(s) including a Self-Ticketing Location or a Satellite Ticket Printing Location are delivered either in person or recorded delivery.
- (f) The Agent is not authorised to hold Rail Product Stock supplied by RSP at an Information and Reservations Location.

3.3 Annual Stock take

The Agent shall upon request from ATOC or RSP notify the same in writing within 20 Business Days of such request of the levels of Rail Product Stock held by the Agent at each of its Authorised Offices or where applicable by a Third Party at a Self-Ticketing Location.

4 APPROVED TICKET ISSUING SYSTEMS

The Agent may use the types of ticket issuing machine set out below to issue Rail Products under this Agreement.

4.1 Approved TIS

- (a) The Agent or a Third Party shall only issue Rail Products under this Agreement using an Approved TIS in accordance with the Approved Certificate issued on or on behalf of RSP.
- (b) The Agent shall use such Approved TIS in accordance with the Approval Certificate issued by or on behalf of RSP.

- (c) The Agent shall be responsible for all costs, fees, licences and any other costs, charges or expenses associated with the development, implementation and operation of any TIS it wishes to use to sell Rail Products under the Agreement.
- (d) RSP shall from time to time request the Agent to notify RSP of the location of each Approved TIS. No later than 20 (twenty) Business Days after receiving such request the Agent shall notify RSP of such locations in accordance with the procedures prescribed in the request.
- (e) The Agent shall maintain a comprehensive record of all Approved TIS used by it or a Third Party to sell and issue Rail Products under this Agreement and shall provide details of such record or Approved TIS on request. Only those employees of the Agent or a Third Party whom it has properly authorised to sell or otherwise deal with Rail Products pursuant to this Agreement shall be authorised to use such Approved TIS to sell or issue Rail Products.
- (f) The Agent shall not issue and shall ensure that any Third Party shall not issue any Rail Products under this Agreement using TISs that have not been designated an Approved TIS.

5. INDEMNITY

Notwithstanding any other provision in this Agreement the Agent 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 Agent, its employees, delegates or agents or a Third Party to comply with Clause 4, or any Instructions, or to take reasonable care of any Rail Product Stock or any TIS used by the Agent or its agents or a Third Party.

6. MARKETING

6.1 Promotion

The Agent shall use its best endeavours to promote Rail Products and to maximise sales of Rail Products.

6.2 Marketing and Sales Plan and Annual Sales Target

- (a) ATOC may at its discretion at any time request the Agent to provide it with a Marketing and Sales Plan and an Annual Sales Target (in such format and on such media as ATOC shall specify) for the sale of Rail Products and provision of Train Service Information for all of its Authorised Offices under this Agreement.
- (b) The Agent shall always prepare and agree with ATOC a Marketing and Sales Plan and an Annual Sales Target (in such format and on such media as ATOC shall specify) for

all of its Authorised Offices under this Agreement for the first year of the Agent being licensed for the sale of Rail Products and provision of Train Service Information.

- (c) Should the Agent fail to meet its first Annual Sales Target under this Agreement for one or more of its Authorised Offices then the Agent shall prepare and agree with ATOC a second Annual Sales Target for the next year in which it is authorised to sell Rail Products under this Agreement.
- (d) Should the Agent fail to achieve the second Annual Sales Target for one or more of its Authorised offices ATOC shall immediately terminate the ATOC licence for the Agent concerned, unless at its sole discretion, ATOC confirms in writing that the Agent may retain its ATOC licence.
- (e) Any Annual Sales Target agreed between the Agent and ATOC shall not be less than £25,000 per annum or such other minimum sum as notified by ATOC from time to time.

6.3 Display of ATOC Accreditation Mark

The Agent shall exhibit the ATOC Accreditation Mark or emblem as supplied to it by ATOC in a position agreed with ATOC inside its Authorised Offices. The ATOC Accreditation Mark shall also be exhibited by the Agent outside its Authorised Offices where it is practicable to do so. Such ATOC Accreditation Mark shall remain the property of the Association of Train Operating Companies. The Agent shall comply with all instructions as to the manner in which any such logo or emblem is displayed and shall return it to ATOC forthwith upon its request.

6.4 Publicity material

- (a) The Agent shall display at its premises and make available to customers upon request any customer publicity material specified by ATOC from time to time.
- (b) Any such publicity material and other property supplied to the Agent shall remain the property of the person who supplied it to the Agent.

6.5 Designation

The Agent may represent itself on its letterheads and in its advertising as an "ATOC Agent" 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 Agent purports to represent.

6.6 Licence of Rail Product names

- (a) To the extent necessary to perform its obligations under this Agreement but not otherwise, the Agent is licensed to use any trademarks 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 Agent shall not alter, deface or remove in any manner any reference to such trademarks or trade names on any Rail Product Stock.
- (b) The Agent will immediately bring to the notice of RSP any improper or wrongful use of such trademarks or trade names of which the Agent 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.

7 STAFF TRAINING

The Agent shall at all times throughout the term of this Agreement comply with the staff training requirements set out in Schedule 11. The Agent shall ensure that it only uses staff trained in accordance with the requirements set out in Schedule 11 to provide Train Service Information and sell Rail Products under this Agreement.

8 SETTLEMENT

- 8.1** Settlement of sums due in respect of Rail Products sold by the Agent shall be through the services of RSP in accordance with the Clearance and Settlement Procedure set out in Schedule 4.
- 8.2** All monies received by the Agent in respect of the sale of Rail Products, less the Agent's Remuneration payable, shall be held for RSP until payment has been received by RSP.

9 AGENT'S REMUNERATION

9.1 Entitlement to Agent's Remuneration

The Agent shall be entitled to the Agent's Remuneration (together with any applicable VAT) in respect of each Rail Product sold by it at the rates set out in Schedule 2 or such other rate as it may agree in writing with ATOC from time to time. The Agent shall only have a claim to such Agent's Remuneration against RSP and not against any Operator. Subject to Clause 9.2 ATOC shall provide the Agent with 6 (six) months' notice before any change to the rate of Agent's Remuneration is made.

9.2 Reduction of the Agent's Remuneration

Without Prejudice to Clause 14 below the rate of Agent's Remuneration to which the Agent is entitled under Clause 9.1 may be reduced with immediate effect by 1 (one) percentage point by RSP at its absolute discretion or on the instructions of ATOC if: -

- (a) the Agent is found to be in breach of Clause 7 for three consecutive Settlement Periods. The reduced rate of Agent's Remuneration shall then be effective until the Agent complies with Clause 7.

9.3 Interest charges

If the Agent 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.

10 PROVISION OF RAIL PRODUCT AND TIMETABLE INFORMATION

RSP shall procure that each Approved TIS used by the Agent to sell Rail Products under this Agreement is provided with RSP Data as RSP may from time to time decide together with the rules for the application of such fares as shall from time to time be supplied by RSP.

11 RIGHTS OF ATOC

11.1 Rights to review accounts

- (a) The Agent shall if requested supply to ATOC (if the Agent is a company) a copy of its latest audited accounts filed with the Registrar of Companies.

11.2 Rights of inspection

The Agent must permit ATOC or RSP or anyone authorised by them to: -

- (a) observe the Agent's procedures for the issue and sale of Rail Products and the making of Refunds;
- (b) inspect the Agent's use of the names of any Rail Products and any written material using any such names and the ATOC Accreditation Mark; and
- (c) inspect any records, blank, pre-printed or other Rail Product Stock, TIS or other property that RSP or anyone so authorised reasonably requires, in order, in each case, to verify that the Agent has performed and is capable of performing its obligations under this Agreement.

Before carrying out any such observation or inspection ATOC shall give to the Agent such advance notice (if any) as may be reasonable in the circumstances.

11.3 Obligations of the Agent to assist ATOC

The Agent 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 Agent's obligations under this Agreement.

12. PROVISION OF INFORMATION BY THE AGENT

- 12.1** The Agent shall if requested by ATOC supply to ATOC information on any material change to the Agent's trading conditions. The definition of material change shall be as reasonably determined by ATOC at the time of the request.
- 12.2** The Agent will discuss with ATOC and with the relevant Operator(s) the reason for any such material change if known, in sales to such customers, and any proposals or initiatives, whether from the Agent or the relevant Operator, or both, to increase such sales.
- 12.3** The Agent shall provide information it is required to disclose pursuant to this Clause 12 to ATOC within 4 weeks from receipt of such request, or such other period agreed with ATOC.
- 12.4** The parties agree that the provisions of Clauses 16 and 25 below shall apply to any information disclosed pursuant to this Clause 12.
- 12.5** The Licensee shall comply with the provisions of Schedule 15.

13. BONDS AND CHARGES

13.1 Bonds

ATOC may require the Agent at any time to obtain, and keep renewed, a bond in a form approved by ATOC or guarantee in the form set out in Schedule 14 for the purposes of securing the payment of all monies which the Agent may become liable to pay to RSP under this Agreement. If ATOC requires the Agent to obtain any such bond it shall be in such sum and upon such terms and with such persons as ATOC may approve and in the case of a guarantee in the form set out in Schedule 14. The Agent shall deliver such bond or guarantee to ATOC and at the request of ATOC shall also deliver to it from time to time such evidence as ATOC may require that the bond or guarantee remains in full force and effect.

14. AUTHORISED OFFICES

14.1 Closing or changing addresses of Authorised Offices

If the Agent wishes to decrease the number of its Authorised Offices or to change the address of any of them it shall notify RSP and ATOC accordingly in writing. Schedule 3 shall then be deemed to be amended in the manner notified to ATOC by the Agent.

14.2 New Authorised Offices

If the Agent wishes to increase the number of its Authorised Offices it shall submit a fresh application for a licence to sell Rail Products to ATOC in respect of each such office. ATOC shall consider each such application and shall notify the Agent in writing of its decision with respect to each proposed office. Schedule 3 shall then be deemed to be amended by the inclusion of each proposed office for which the application is successful as an Authorised Office.

15 TERMINATION

15.1 Termination of Agreement

This Agreement may be terminated, as regards all parties to this Agreement, by: -

- (a) ATOC or the Agent at any time by giving not less than two months' written notice to the other parties to this Agreement; or
- (b) ATOC, Agent or RSP at any time with immediate effect by giving written notice to the Agent, ATOC or RSP if any of the parties:-
 - (i) has committed any act of fraud or negligence or is in material breach of this Agreement;
 - (ii) has failed to pay any amount(s) due to RSP under this Agreement for one Settlement Period;
 - (iii) 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);
 - (iv) 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;
 - (v) goes into administration;
 - (vi) suffers the proposal of any resolution for its winding-up;

- (vii) suffers the presentation of a petition for its winding up or bankruptcy;
- (viii) becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction;
- (ix) if a company becomes a subsidiary within the meaning of the Companies Act 1985 of a company of which it was not a subsidiary at the date of this Agreement or substantially all of the business of the Agent is sold or transferred to another person;
or
- (x) fails to meet the sales targets agreed with ATOC as described in Clause 6.2 of this Agreement.

Where the Agent is incorporated under a law other than English law, sub-paragraphs (iii) to (viii) above shall be interpreted to refer to such provisions, if any, under such other relevant law as have similar or analogous effect.

15.2 Accrued rights and obligations

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

15.3 Obligations of Agent on termination

- (a) Immediately upon termination of this Agreement upon request from ATOC or RSP the Agents shall at its own cost, return to ATOC or RSP by recorded postal delivery all materials and other information relating to this Agreement supplied to the Agent and any material using the names of any of the Rail Products. The Agent shall also, if so requested by ATOC, surrender to ATOC all Rail Product Stock held by or on behalf of the Agent (for which ATOC shall reimburse the Agent the verifiable invoiced purchase cost of such Rail Products).
- (b) The Agent further agrees that immediately upon termination of this Agreement either ATOC or RSP may disable any TIS operated by the Agent in relation to the sale of Rail Products, so as to provide that such TIS can no longer sell Rail Products or access Train Service Information, and shall allow immediate access to such TIS and any data stored on it by ATOC, RSP and/or their agents for such purpose.
- (c) The Agent shall also allow ATOC, RSP and/or their agents to remove immediately upon termination of this Agreement any and all such materials and information relating to this Agreement and supplied by them.

- (d) Once this Agreement is terminated the Agent 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.

15.4 Suspension of Agreement

- (a) Notwithstanding any other provision of this Agreement in the event that the Agent is in breach or ATOC reasonably believes that the Agent will commit a breach of any aspect of this Agreement ATOC may at any time issue the Agent with a notice in writing suspending this Agreement in relation to the authority it has given to the Agent to sell Rail Products ("Suspension Notice").
- (b) The Suspension Notice shall include the reason for suspension of the Agreement and any action required of the Agent at its own cost to either remedy or prevent such breach as the case may be and such suspension shall:
 - (i) be for such reasonable period of time as ATOC at its sole discretion may determine (the "Suspension Period");
 - (ii) not release the Agent from its obligation to pay to RSP any sums outstanding relating to Rail Products sold before the commencement of the Suspension Period;
 - (iii) not release the Agent from any obligation it may have under this Agreement to maintain a bond.
- (c) Upon carrying out to the satisfaction of ATOC the action specified in the Suspension Notice ATOC shall notify the Agent in writing of the end of the Suspension Period and immediately reinstate the Agent. Such notification shall be without prejudice to ATOC's right to issue further Suspension Notices.
- (d) In the event that the Agent fails to carry out to the satisfaction of ATOC the action specified in the Suspension Notice ATOC may at its sole discretion elect to:
 - (i) extend the Suspension Period for a further period of time; or
 - (ii) terminate this Agreement in accordance with its terms.

16 CONFIDENTIALITY

ATOC and RSP shall treat any information that they or any of their delegates or agents receives from the Agent under this Agreement as confidential. Accordingly, ATOC and

RSP shall not, and each of them shall procure that its delegates and agents do not, disclose such information (or any other confidential information relating to the Agent held by them) to any other person. However, subject to any other applicable confidentiality obligations, information may be disclosed by ATOC, RSP, or a person acting on behalf of either ATOC or RSP:-

- (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, a taxation authority, any trade association or body representing travel agents or any Operator;
- (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 16.

17 ASSIGNABILITY

17.1 By the Agent

The Agent's rights and obligations under this Agreement are personal to the Agent and are not capable of being assigned, charged or otherwise transferred or encumbered. The Agent shall not attempt or purport to assign, charge or otherwise transfer or encumber any of such rights and obligations.

17.2 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.

18 NOTICES

18.1 Service

18.1.1 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.

18.1.2 Service of notices of termination shall be effected by Registered Post to the proper address.

18.2 Proper address

The proper address of a person is: -

- (a) in the case of the Agent, the current address for service notified to ATOC, its principal or last known place of business in the United Kingdom or, if the Agent 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.

18.3 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.

19 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 Agent 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.

20 CHANGE OF OPERATORS

20.1 New Operators

ATOC may from time to time give the Agent reasonable prior written notice that a new Operator will be party to this Agreement. Upon the expiry of such notice the Agent 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 20.2, include such Operator.

20.2 Withdrawal of Operators

ATOC may from time to time give the Agent 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.

21 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.

22 WAIVER

22.1 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.

22.2 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.

23 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.

24 COMPETITION ACT 1998

If any party to this Agreement considers that an application should be made to the Director General of Fair Trading under the Competition Act 1998 ("the 1998 Act") for a notification for guidance pursuant to section 13 of the 1998 Act or for a decision pursuant to section 14 of the 1998 Act then the parties will use all reasonable endeavours to co-operate to make such application or notification at the earliest date at which any party shall consider any such application or notification to be appropriate.

25 DATA PROTECTION ACT

Each of the parties warrants to each of the other parties that in respect of any Customer Personal Data which it holds or processes pursuant to this Agreement:

- (a) it has duly made all necessary notifications of its particulars (including, without prejudice, the purposes for which such data is held), sources and intended disclosures to the Information Commissioner's Office in accordance with the provisions of the Data Protection Legislation and will supply on request to the other parties a copy of such notifications together with any amended particulars that may be filed from time to time;
- (b) it complies and will continue to comply with the provisions of the Data Protection Legislation in relation to Customer Persona Data processed on behalf of the Customer;
- (c) (in respect only of the Agent) its data protection notification contemplates it providing to the Operators, RSP and ATOC or their duly authorised agent(s), Customer Personal Data in relation to the Rail Products and Train Service Information and in relation to the Agent's obligations under Schedule 15;
- (d) it will co-operate fully with each of the Agent, Operators, RSP and ATOC (as the case may be) in complying with any subject access request and in dealing with any investigation carried out by the Information Commissioner; and
- (e) it will co-operate fully with each of the Agent, Operators, RSP and ATOC (as the case may be) in the making of their respective notifications under the Data Protection Legislation and in the making of any change to any part of such registrations in relation to the operation of this Agreement.

- (f) it will continue to make any payments, and comply with any requirements of the Information Commissioner's Office, necessary to enable it to continue processing Customer Personal Data in accordance with the Data Protection Legislation.

26 OTHER REGULATORY REQUIREMENTS

The Agent 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.

27 NATIONAL RAIL CONDITIONS OF TRAVEL

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

28 BUSINESS NAMES

The Agent shall notify ATOC when it changes the name(s) under which the Agent trades and shall not change the location or number of its Authorised Offices except in accordance with Clause 14.

29 COMPLIANCE WITH PROCEDURES

The Agent 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.

30 TIME OF THE ESSENCE

In this Agreement time shall be of the essence.

31 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.

32 CHANGE OF CONTROL

- 32.1 The Agent must notify ATOC in writing within one month after a Change of Control (as defined by Clause 32.2) in the Agent 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 believes will have a material effect on the Agent's ability to fulfil its obligations under this Agreement. ATOC shall only be permitted to exercise its

rights pursuant to this Clause 32.1 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.

32.2 For the purposes of Clause 32.1 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 Agent or a holding company of the Agent acquires control (as so defined) of the Agent or of such a holding company, provided that, for the avoidance of doubt:

32.2.1 an initial public offer of securities in the Agent or a holding company of the Agent shall not be a Change of Control;

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

SCHEDULE 1

TRAIN OPERATING COMPANIES

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

ASSOCIATE MEMBERS

DSB (UK) Limited
EuRailCo UK Limited
MTR Corporation Limited
Heathrow Express Operating Company Limited
DB Regio Tyne & Wear Limited

SCHEDULE 2

AGENT'S REMUNERATION

The Agent's Remuneration (exclusive of any applicable VAT) agreed in accordance with the above calculation is 3% unless and until otherwise agreed.

SCHEDULE 4

CLEARANCE AND SETTLEMENT PROCEDURE

1. PROVISION OF RAIL PRODUCT AND REFUND INFORMATION TO RSP

1.1. General

Rail Products sold by the Agent and Refunds made by the Agent shall be cleared and settled through the system operated by RSP.

- 1.1.1 Rail Products sold by the Agent;
- 1.1.2 Refunds made by the Agent in respect of Rail Products;
- 1.1.3 Agent's Fee together with any applicable VAT;
- 1.1.4 RSP Service Charges; and
- 1.1.5 Barcode Fulfilment Charges, if applicable.

1.2. Provision of information

Each Settlement Period the Agent shall provide to RSP and certify that they have in place and in operation procedures to meet RSP control requirements and that all Rail Products sold during the Settlement Period or held in stock have been accounted for correctly the information referred to in Paragraphs 1.3 to 1.6 in respect of all Rail Products and Refunds issued or made by it or on its behalf during that Settlement Period. All such information shall be provided:-

- (a) in accordance with the Approval Certificate for the relevant TIS, in the case of a Rail Product issued by or made with an Approved TIS;
- (b) in such other format as may be specified by RSP from time to time.

In each case, the information shall be provided 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 the usual way.

1.3. Information about Tickets

The following information must be provided by the Agent to RSP in respect of each Ticket that is sold by the Agent: -

- (a) the Agent's Account Number;
- (b) the name of the Agent and the relevant issuing office;
- (c) the date of issue and period of validity;
- (d) the station at which the journey is to commence (unless the Ticket is valid for journeys within a particular area);
- (e) the destination (unless the Ticket is valid for journeys within a particular area);
- (f) if the Ticket is valid for journeys within a particular area, the area in which the Ticket is valid;
- (g) any requirements as to the route that must be taken or the Operator whose trains must or must not be used;
- (h) class of accommodation;
- (i) the Ticket type;
- (j) the price (including any applicable VAT) of the Ticket;
- (k) 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;
- (l) if the Ticket was issued with the aid of a TIS, the number of the TIS unless the Approval Certificate for that TIS does not specify a number for it; and
- (m) any other information required by RSP from time to time.

1.4. Information about Discount Cards

The following information must be provided to RSP in respect of each Discount Card that is sold by the Agent: -

- (a) the Agent's Account Number;
- (b) the name of the Agent and the relevant issuing office;
- (c) the date of issue;
- (d) the type of Discount Card;
- (e) the Price (including any applicable VAT) of the Discount Card; and

- (f) any other information required by RSP from time to time.

1.5 Information about Reservations

The following information must be provided to RSP in respect of each Reservation sold by the Agent: -

- (a) the Agent's Account Number;
- (b) the name of the Agent and the relevant issuing office;
- (c) the date on which the Reservation is valid;
- (d) the departure time of the train service on which the Reservation is valid;
- (e) the stations from and to which the Reservation is valid;
- (f) class of accommodation;
- (g) the Price (including any applicable VAT) of the Reservation;
- (h) if the voucher evidencing the Reservation was issued on a TIS, the number of the TIS, unless the Approval Certificate for that TIS does not specify a number for it; and
- (i) any other information required by RSP from time to time.

1.6 Information about Refunds

The following information must be provided to RSP in respect of each Refund that is made by the Agent: -

- (a) the Agent's Account Number;
- (b) the name of the Agent and the office at which the Refund was made;
- (c) the date of the Refund;
- (d) the amount of the Refund before the deduction of any administrative charges;
- (e) the Rail Product in respect of which the Refund was made;
- (f) the name and, in respect of any person other than a registered company, address of the person to whom the Refund was made;

- (g) whether the person to whom the Refund was made was charged an administration charge and, if so, the amount of such charge (including any applicable VAT) ; and
- (h) any other information required by RSP from time to time.

1.7 Information supplied incorrectly

If any information provided to RSP by the Agent under Paragraphs 1.3 to 1.6 is incomplete or 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 a discretion whether or not to Accept for Clearing the relevant Rail Product and/or Refund in that Settlement Period. If it elects not to do so it shall notify the Agent accordingly, which shall then resubmit the information, together with any missing information, in accordance with Paragraph 1.2.

1.8 Data re-creation

- (a) If any information which the Agent is bound to provide under Paragraphs 1.3 to 1.6 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 Agent to provide the information, the Agent shall notify RSP accordingly as soon as reasonably practicable after such event occurs.
- (b) 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 missing information relates, RSP shall 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.
- (c) 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.
- (d) Any missing information which is obtained by RSP from an alternative source, or is estimated by it under this Paragraph 1.8 shall, for the purposes of Clearance and Settlement Procedure, be deemed to have been provided by the Agent in the absence of fraud or wilful default or manifest error by RSP.

1.9 Time at which items are Accepted for Clearing

RSP may elect to treat any Rail Product or Refund in relation to which the information referred to in Paragraphs 1.3 to 1.6 was: -

- (a) received by it in a particular Settlement Period from the Agent, as having been Accepted for Clearing in the following Settlement Period; or

- (b) 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.

If RSP makes one of these elections, for the purposes of this Agreement, the relevant Rail Product or Refund shall be deemed to have been Accepted for Clearing in the Settlement Period so elected by RSP.

1.10 Effect of Acceptance for Clearing

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 the ATOC Licence and Clearance and Settlement Procedure, for the purpose of determining the payments due from the Agent in respect of the Settlement Period in which the Rail Product or, as the case may be, Refund is Accepted for Clearing.

2. PRESERVATION OF INFORMATION

2.1. Information

- (a) The Agent shall preserve the information specified in Paragraphs 1.3 to 1.6 in relation to every Rail Product it sells and every Refund it makes. Such information shall be preserved in the case of Rail Products issued with the aid of a TIS or Refunds made in respect of such Rail Product until that information has been received by RSP and in all other cases for thirty 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.
- (b) RSP shall make arrangements for the transfer of information to RSP from any TIS which it has approved. Such transfer shall take place at such times and in accordance with such procedures as RSP may notify the Agent from time to time and the Agent shall co-operate with such procedures.
- (c) The Agent shall preserve written summaries of its sales of Rail Products and Refunds which were issued or made with the aid of a TIS for thirty Settlement Periods after the end of the Settlement Period in which the information specified in Paragraphs 1.3 to 1.6 relating to such sales or Refunds was received by RSP.

2.2 Inspection

The Agent shall permit RSP or anyone authorised by it to inspect its TIS authorised for the sale of Rail Products and the information preserved under Paragraph 2.1. The Agent shall give every reasonable assistance to RSP and anyone so authorised, shall

comply with all their reasonable requests and shall allow them to take copies or extracts from any of the preserved information.

3. SETTLEMENT OF REVENUES

3.1. Calculation of the Settlement Amount

RSP shall in respect of each Settlement Period using the information supplied by the Agent under Paragraphs 1.3 to 1.6, calculate an amount (the "Settlement Amount") as follows: -

- (a) the aggregate of the price (including any applicable VAT) paid or deemed to have been paid by the purchaser or, if higher, the price (including any applicable VAT) specified in the RSP Data as reduced by any applicable discount for each Rail Product sold or treated under Clearance and Settlement Procedure as having been sold by the Agent or on its behalf during that Settlement Period;

LESS

- (b) the aggregate of the amounts of the Refunds notified by RSP as being made by the Agent or on its behalf during that or a previous Settlement Period;

LESS

- (c) the aggregate of the amount of Agent's Remuneration (together with any applicable VAT) due to the Agent in respect of net sales during that Settlement Period (the result of steps (a) and (b) above);

PLUS

- (d) half the total of any administrative charges (including any applicable VAT) made by the Agent in respect of Refunds made by it or on its behalf during that or a previous Settlement Period; and

PLUS

- (e) the aggregate of any Barcode Fulfilment Charges due for payment to the Operators.

PLUS or LESS

- (f) any uncleared balances from previous Settlement Periods.

3.2. Barcode Fulfilment Charge

- 3.2.1. For each Barcode Ticket transaction carried out by the Agent, a Barcode Fulfilment Charge will be due from the Agent to RSP.
- 3.2.2. The Barcode Fulfilment Charge is calculated as a percentage of the transaction value ("**Barcode Fee Rate**"), subject to a minimum transaction value ("**collar**") and a maximum Barcode Fulfilment Charge ("**cap**"). Where the transaction value is less than £10, the Barcode Fee Rate will be 0%.
- 0.35% Barcode Fee Rate:** The default basis for the Barcode Fulfilment Charge will be a collar of £10 with a Barcode Fee Rate of 0.35%, subject to a cap of £0.30.
- 0.41% Barcode Fee Rate:** The alternative Barcode Fulfilment Charge where the collar is £15 with a Barcode Fee Rate of 0.41%, subject to a cap of £0.30.
- 3.2.3. Once per RSP year the Agent may change which Barcode Fee Rate is to apply. If the Agent wishes to change the Barcode Fee Rate, it shall give written notice to RSP at least one week before the end of a Settlement Period. RSP shall acknowledge such notice in writing. The revised Barcode Fee Rate shall then apply from 00:00 on the first day of the next Settlement Period.
- 3.2.4. The Barcode Fulfilment Charges are included in Agent Settlement Amount as calculated in Paragraph 3.1.

3.3. Method of payment

- 3.3.1. 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. Payment shall be taken by RSP on the 19th day, or the next working day, following the end of each Settlement Period, except for the Settlement Period ending on the 31st March of each year in which case the day will be notified by RSP to the Agent in writing on or before the 31st March in the previous year.
- 3.3.2. The Agent may not terminate or vary the terms of any such mandate that it grants to RSP without RSP's prior consent.

3.4. Settlement Periods

On or before 31st March in each year, RSP shall determine the Settlement Periods in the following twelve months and will make available via the ATOC Travel Agents Website.

4. AGENT'S REMUNERATION

The Agent shall be entitled to the Agent's Remuneration (together with any applicable VAT) from RSP in accordance with the provisions of the ATOC Licence. The rate(s) of Agent's Remuneration to which the Agent is entitled may be varied by RSP from time to time only in accordance with the provisions of the ATOC Licence and with the authority of ATOC.

5. NON-PAYMENT BY THE AGENT

5.1. Interest

RSP shall be entitled to charge interest on any amount payable by the Agent to RSP from the time that any such amount becomes due. RSP shall charge 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. Interest accrued under this Paragraph 5.1 shall be due on demand by RSP but, if not previously demanded, shall be due 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 itself bear interest accordingly.

5.2. Expenses

The Agent shall on demand indemnify RSP on an after tax basis against any cost, loss, expense or liability sustained or incurred by it (including any VAT for which credit is not available under the Value Added Tax Act 1994) as a result of a failure by the Agent to pay any amount payable by it under this Agreement when due, including the costs and expenses of any proceedings brought against the Agent to recover the amount due.

6. CALCULATIONS BY RSP

All calculations, determinations and estimates made by RSP under this Agreement shall be final and binding on the Agent in the absence of manifest error, negligence, wilful default or fraud.

7. SALES OF RAIL PRODUCTS IN EXCHANGE FOR WARRANTS

If the Agent is authorised under Schedule 8 to sell Rail Products in exchange for Warrants, then, notwithstanding any other paragraphs of the Clearance and Settlement Procedure, it shall: -

- (a) forward to RSP all Warrants which it has accepted as a method of payment by attaching them to the return, submitted in accordance with Paragraph 3.2, which relates to the Settlement Period in which the relevant Warrants were accepted

8. LIABILITY OF RSP

- 8.1 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 unless it is the result of the manifest error, fraud, negligence or wilful default 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 brought in respect of the manifest error, fraud, negligence or wilful default of RSP.
- 8.2 If RSP realises that any error of calculation or error of exercise of any power has been made under this Schedule it shall rectify such error as soon as is reasonably possible.

9. TIME LIMITS

Where any obligation under Clearance and Settlement Procedure 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.

10. PAYMENTS FREE AND CLEAR OF SET-OFF

Except as expressly required or permitted by the ATOC Licence, all sums payable under the ATOC Licence shall be paid free and clear of any deductions, withholdings, set-offs or counterclaims, except as required by law.

11. REVIEW OF CLEARANCE AND SETTLEMENT PROCEDURE

- 11.1 Notwithstanding any other provision of this Agreement RSP may at its absolute discretion review any of the provisions contained in this Clearance and Settlement Procedure, including but not limited to specifying weekly settlement of all revenues, due to either:
- (a) a substantial increase in the number and/or value of transactions in any 6 month period compared to the previous 6 month period or a change in the Approved Method of Retailing.
 - (b) a material change in the Agent's trading condition which may in the opinion of RSP affect the Agent's ability to pay any sums due under this Agreement.

SCHEDULE 5

SETTLEMENT PERIODS AND PAYMENT DATES

Period	Start Date	End Date	Invoice Date	Direct Debit Due Date
2301	01 April 2022	30 April 2022	12 May 2022	19 May 2022
2302	01 May 2022	28 May 2022	09 June 2022	16 June 2022
2303	29 May 2022	25 June 2022	07 July 2022	14 July 2022
2304	26 June 2022	23 July 2022	04 August 2022	11 August 2022
2305	24 July 2022	20 August 2022	01 September 2022	08 September 2022
2306	21 August 2022	17 September 2022	29 September 2022	06 October 2022
2307	18 September 2022	15 October 2022	27 October 2022	03 November 2022
2308	16 October 2022	12 November 2022	24 November 2022	01 December 2022
2309	13 November 2022	10 December 2022	22 December 2022	29 December 2022
2310	11 December 2022	07 January 2023	19 January 2023	26 January 2023
2311	08 January 2023	04 February 2023	16 February 2023	23 February 2023
2312	05 February 2023	04 March 2023	16 March 2023	23 March 2023
2313	05 March 2023	31 March 2023	13 April 2023	20 April 2023

On or before 31st March in each year, RSP shall determine the Settlement Periods in the following twelve months and will make available via the ATOC Travel Agents Website.

SCHEDULE 6

RAIL PRODUCTS

Subject to the restrictions on the Agent'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;
- (b) all other Tickets for which the fare is specified in RSP Data which is in force and has been supplied to the Agent by ATOC;
- (c) Reservations relating to Tickets;
- (d) Discount Cards; and
- (e) such other products which may be settled through the services of RSP as ATOC may notify to the Agent from time to time.

SCHEDULE 7

APPROVED METHODS OF RETAILING

For the purposes of Clause 2.7 of this Agreement, an Approved Method of Retailing may consist of one or all of the following methods:

- (a) through the Agent's retail premises using an Approved TIS or;
- (b) through a Telephone Sales Centre that has been licensed as an Authorised Office and using an Approved TIS or;
- (c) through an Internet Site that has been licensed as an Authorised Office and using an Approved TIS; or
- (d) through a Self-Ticketing Location using an Approved TIS; or
- (e) through a Satellite Ticket Printing Location using an Approved TIS.

SCHEDULE 8

RESTRICTIONS ON THE AGENT'S AUTHORITY

The Agent 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 a railways staff privilege card; or
- (e) Discount Cards which are specifically intended for use by disabled persons.

SCHEDULE 9

Not used.

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 the 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 an Agent wishes to sell Rail Products to a restricted customer group such as those contemplated in Section 2 above using an Internet Site, the Agent 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 Agent must comply in relation to the Agent'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 The ATOC Standards described in Section 1(a) and 1(b) above shall be supplied to the Agent by ATOC in the event that the agent notifies ATOC that it wishes or may wish to sell Rail Products in the manner described in 1(a) and 1(b) above.
- 5 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.

SCHEDULE 11

STAFF TRAINING

1. The Agent undertakes that it will employ staff competent to sell Rail Products at each of its Authorised Offices. As a minimum, 2 staff or 20% of the staff engaged in selling Rail Products at any Authorised Office, whichever is the greater, shall have attained a Certificate Of Rail Agent Competency (CORAC). In the case of any Authorised Office which has only one member of staff that member of staff shall have attained a Certificate Of Rail Agent Competency.
2. The Agent shall have on duty at all times during opening hours at least one member of staff who has attained the Certificate Of Rail Agent Competency.
3. ATOC shall provide the Agent, at the Agent's cost, with suitable training as required by sections 1 to 3 of this Schedule. The content and timetable of such training and attendees shall be determined by ATOC.

SCHEDULE 12

SELF TICKETING LOCATION CONDITIONS

The Agent shall at all times comply with the following additional conditions relating to any Self-Ticketing Location at which it has been authorised to issue Rail Products under this Agreement.

1. Issue of Rail Product Stock

- 1.1.** Notwithstanding Clause 3.2(d) of this Agreement the Agent may issue Rail Product Stock to a Third Party at a Self-Ticketing Location for issue by the Third Party only to its employees, officers and agents pursuant to the purchase by that Third Party of Rail Products from the Agent for issue to such employees, officers or agents.
- 1.2.** All rights of ATOC and RSP and all obligations of the Agent under this Agreement in respect of Rail Product Stock shall apply to all Rail Product Stock issued by the Agent to the Third Party.
- 1.3.** The Agent shall ensure that RSP may for all purposes treat the premises and activities of the Third Party as if they were the premises and activities of the Agent so that RSP may perform the same functions in respect of the Third Party as it may in respect of the Agent.
- 1.4.** The Agent shall ensure that, prior to the issue of Rail Product Stock to a Self-Ticketing Location, the Rail Product Stock bears:
 - (i) the Agent's name and address; and
 - (ii) the Agent's Account Number (except where the Third Party issues Rail Products with the aid of a TIS).
- 1.5.** The Agent shall procure that the Third Party issues Rail Product Stock only in accordance with Section 2.1 of this Schedule, and for no other purposes, and shall ensure that the Third Party does not represent itself as an "ATOC Agent" or hold itself out as authorised to represent or otherwise act on behalf of any of the Operators or any other member of the Association of Train Operating Companies, ATOC or RSP.
- 1.6.** The Agent shall procure that the Third Party shall refer all claims for a Refund or compensation to the Agent, and that the Third Party does not make any Refunds in respect of Tickets or Reservations which have been lost or stolen.

2. Accounting

- 2.1. Schedule 3 stipulates whether or not a Third Party is required to issue Rail Products with the aid of an Approved TIS. Where the Third Party is required to issue Rail Products with the aid of an Approved TIS, the authority granted under this Schedule 12 shall be conditional upon compliance by the Third Party with that requirement.
- 2.2. Where the Third Party issues Rail Products with the aid of an Approved TIS, the Agent shall procure that RSP receives the information regarding such issues recorded by such Approved TIS in the format and in accordance with the procedures and timescales notified to the Agent by RSP from time to time.

3. Liability and Indemnity

- 3.1. The Agent shall indemnify RSP and each of the Operators on an after tax basis for any loss or damage (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 Agent or the Third Party, their employees, delegates or agents to comply with the requirements of this Schedule 12 or any Instructions or to take reasonable care of any Rail Product Stock or any Approved TIS that has been supplied to the Third Party or its agents whether by the Agent or any other persons.
- 3.2. If the Agent issues Rail Product Stock to any third party otherwise than in accordance with this Agreement or as otherwise authorised by ATOC and RSP, then, immediately upon notice to that effect from ATOC or RSP:
 - 3.2.1. the Agent shall cease such issue;
 - 3.2.2. the Agent shall remove from that third party all Rail Product Stock within its possession or under its control; and
 - 3.2.3. the rate of commission to which the Agent is entitled under Clause 9.1 of this Agreement may be reduced by two percentage points by RSP at its absolute discretion or on the instructions of ATOC for a period of six consecutive Settlement Periods.

4. Termination

- 4.1. Notwithstanding any other provisions in this Agreement particularly those contained in Clause 15 the authority granted under this Schedule shall terminate with immediate effect upon ATOC or RSP giving written notice to the Agent :
 - 4.1.1. in respect of any Self-Ticketing Location, failure by the Third Party to comply with any of the requirements of this Agreement with respect to that Self-Ticketing Location.

4.1.2. breach by the Agent of any of the provisions of this Schedule.



**RAIL SETTLEMENT
PLAN LIMITED**

**Instruction to your
Bank or Building Society
to pay Direct Debits**



Originator's Identification Number

9	9	3	8	1	3
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Please fill in the whole form and send the original to: Lee Grainger, Rail Delivery Group, 2ND Floor, 200 Aldersgate Street, London EC1A 4HD

1. Name and full postal address of your Bank or Building Society branch.

To: The Manager	_____
Address	_____

2. Name(s) of account holder(s).

Name(s) of account holder(s).

5. Rail Settlement Plan Limited account number.

3. Branch sort code.

(from the top right hand corner of your cheque)

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6. Instruction to your Bank or Building Society.

Please pay Rail Settlement Plan Limited.
Direct Debits from the account detailed on this Instruction are subject to the safeguards assured by The Direct Debit Guarantee.

4. Bank or Building Society account number.

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Signature(s)

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

The Direct Debit Guarantee

This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.

If the amounts to be paid or the payment dates change, you will be told of this in advance by at least three days as agreed.

If an error is made by Rail Settlement Plan Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.

You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

This Guarantee should be detached and retained by the payer

SCHEDULE 14

AGENT'S FORM OF GUARANTEE

[On the Letterhead of the Issuing Bank]

To: Rail Settlement Plan Limited
Rail Licensing
2nd Floor, 200 Aldersgate Street
London
EC1A 4HD

[Date]

WHEREAS:

- A. Rail Settlement Plan Limited (“**RSP**”), Registered No. 3069042, whose registered address is at 2nd Floor, 200 Aldersgate Street, London EC1A 4HD has entered into a National Rail Travel Agents Licence (the “**Agreement**”) with [Licence Holder] (“**Name**”), Registered No: [Number], whose registered office is at [Address].
- B. The Agreement requires the provision of a bond (the “**Bond**”) in the amount of £[Value] to guarantee payment by [Name] of amounts due to RSP pursuant to the Agreement.

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

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

[Address of the Issuing Bank];

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

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

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

Yours faithfully,

[\[Name of the Issuing Bank\]](#)
as Issuing Bank

Agreed and acknowledged:

For and on behalf of
Rail Settlement Plan Limited

Date:

OR

Rail Settlement Plan Limited
Rail Licensing
2nd Floor, 200 Aldersgate Street
London
EC1A 4HD

[Date]

We understand that you have received an application from [*Name of Prospective Agent*] (the "Agent") for a licence (National Rail Travel Agents Licence) that, if granted, will:

1. allow the Agent to sell rail tickets; and
2. require the Agent to pay you the receipts from the sale of these tickets, less any commission due to the Agent.

The award of such a Licence will be conditional on the Agent arranging the provision of a bond or guarantee in your favour.

Accordingly, we agree to pay you, Rail Settlement Plan Ltd., a sum, not exceeding [*value of the bond / guarantee*], within five business days of receipt of your written demand in respect of any amounts claimed by you from the Agent under the terms of the Licence. However;

1. our liability in aggregate will not exceed [*value of the bond / guarantee*] and will expire if you notify us, in writing, to this effect enclosing any bond that we have provided; and
2. We reserve the write to terminate our liability at any time by giving you not less than three months notice in writing.

This notice of the provision of a bond / guarantee is personal to you and is not assignable without our prior consent (which will not be unreasonably withheld).

Yours Faithfully

[Authorised Signatory for *the Bank or Financial Institution Providing the Bond or Guarantee*]

SCHEDULE 15

MANAGEMENT INFORMATION

The Agent shall provide ATOC on behalf of the Operators with the following data as supplied to the agent by its TIS provider (subject to the provisions of the Data Protection Act 1998):

1. General Provisions

- 1.1 ATOC shall be entitled to release the information set out below to the Operators.
- 1.2 All corporate customer data referred to in this Schedule 15 shall remain the property of the Agent.
- 1.3 The Agent will grant a non-exclusive licence for the Term to the Operators to use of the corporate customer data provided that such customer data is used for the purposes of the Operators marketing, such marketing not to be in conjunction with any other Operator or other ATOC-associated body in relation to the establishment of a rail industry wide website; such marketing shall only relate to and promote the travel agent, Travel Management Company or branded website through which the original sale was made and to the extent the Operator is marketing a promotion, then the retailing of the products shall be through the branded site or channel through which the original sale was made.
- 1.4 The provision of the data to Operators as set out in this Schedule 15 shall:
 - (a) Not be subject to warranties or indemnities from Operators in favour of the Agent; and
 - (b) be provided to Operators free of charge.

2 Corporate Customer Data

The Agent shall provide ATOC, through its TIS supplier, with a four-weekly data feed of corporate sales made through its channel. This data shall be sent as close to the end of each Settlement Period as practical and will include the following:

Rail Period
Fare setting TOC
Retailer Code
Corporate Reference
Origin station name
Destination station name
Ticket class name

Ticket type name
Promotion code
Route code
Company name
Number of travellers
Number of bookings
Number of journeys
Total rail revenue cost
Channel code
Single/return journey

A further data feed is required, from the TIS supplier, for refunds for the same channels at the same time as the sales data.

3. Set-Up Procedure

The Agent shall, through their TIS supplier, commence provision of any data required to be provided in accordance with this schedule from the start of each accounting period in accordance with the specification described, or amended from time to time, in section 4 of this schedule. Arrangements set out in this schedule shall be subject to any other agreement between the Agent and the relevant Operator and shall be subject to appropriate arrangements with the Operators to protect the Agent against accidental loss or destruction of, or damage to, personal data by the Operators.

4. Data file Specification

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

This Agreement has been entered into on the date stated at the beginning by the following persons.

By: Ola Ogun, CFO, Rail Delivery Group, for and on behalf of
the OPERATORS, acting through ATOC LIMITED

By: CFO, Rail Delivery Group, for and on behalf of
RAIL SETTLEMENT PLAN LIMITED

By: (name, position) for and on behalf of
(AGENT NAME)