CONFORMED COPY

Dated 23 July 1995

THE OPERATORS NAMED IN SCHEDULE 1

- and -

RAIL SETTLEMENT PLAN LIMITED

TICKETING AND SETTLEMENT AGREEMENT

VOLUME 2

THE SCHEDULES

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SCHEDULE 1

THE OPERATORS

Name of Operator	Registered Number	Registered Office
GA Trains Limited	12544897	11th Floor, One Stratford Place, Montfitchet Road, London, E20 1EJ
Transport UK East Midlands Limited	09860485	2nd Floor, St Andrew's House, 18-20 St Andrew Street, London, United Kingdom, EC4A 3AG
Arriva Rail London Limited	04165861	1 Admiral Way, Doxford International Business Park, Sunderland, SR3 3XP
East Coast Trains Limited	08765536	8th Floor, The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF
First Rail Stirling Limited	11408012	8th Floor, The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF
First Greater Western Limited	05113733	Milford House, 1 Milford Street, Swindon, Wiltshire, SN1 1HL
South Western Railway Limited	03266760	4th Floor, South Bank Central 30 Stamford Street, London, England, SE1 9LQ
Transpennine Trains Limited	12544930	7th Floor, Bridgewater House, 58-60 Whitworth Street, Manchester M1 6LT
First Trenitalia West Coast Rail Limited	10349442	8th Floor, The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF
Thameslink Southern Great Northern Limited	12545324	Monument Place 24 Monument Street, 1st Floor, London, England, EC3R 8AJ
Grand Central Railway Company Limited	03979826	1 Admiral Way, Doxford International Business Park, Sunderland, Tyne and Wear, SR3 3XP
Hull Trains Company Limited	03715410	The Point, 8th Floor, 37 North Wharf Road, London, England, W2 1AF

Name of Operator	Registered Number	Registered Office
London North Eastern Railway Limited	04659712	West Offices, Station Rise, York, England, YO1 6GA
SE Trains Limited	03266762	Second Floor, 4 More London Riverside, London, England, SE1 2AU
Merseyrail Electrics 2002 Limited	04356933	Rail House, Lord Nelson Street, Liverpool, Merseyside, L1 1JF
GTS Rail Operations Limited	14942823	3rd Floor, 41-51 Grey Street, Newcastle Upon Tyne, United Kingdom, NE1 6EE
Northern Trains Limited	03076444	George Stephenson House, Toft Green, York, England, YO1 6JT
ScotRail Trains Limited	SC328826	Atrium Court, 50 Waterloo Street, Glasgow, Scotland, G2 6HQ
Caledonian Sleepers Limited	SC328825	Basement And Ground Floor Premises, 1-5 Union Street, Inverness, Scotland, IV1 1PP
The Chiltern Railway Company Limited	03007939	Arriva Plc, 1 Admiral Way, Doxford International Business Park, Sunderland, SR3 3XP
Transport for Wales Rail Limited	12619906	3 Llys Cadwyn, Pontypridd, Wales, CF37 4TH
c2c Railway Limited	04659669	7th Floor, Centennium House, 100 Lower Thames Street, London, EC3R 6DL
West Midlands Trains Limited	09860466	2nd Floor, St Andrew's House, 18-20 St Andrew Street, London, United Kingdom, EC4A 3AG
XC Trains Limited	04402048	C/O Arriva Plc, 1 Admiral Way, Doxford International, Business Park, Sunderland, SR3 3XP

SCHEDULE 2

PART I: FORM OF ACCESSION AGREEMENT

This Agreement is made on [ ]+ 19[ ]+
by [NAME OF **OPERATOR**]+ (the "Operator"), whose registered office is at [ ]+.

1. Terms defined in the Ticketing and Settlement Agreement dated 23 July 1995 as amended at the date of this Accession Agreement (the "Ticketing and Settlement Agreement") have the same meaning when used in this Accession Agreement.

2. This Accession Agreement shall have effect when[:-]

[(a)] the Operator has been granted a Licence pursuant to Section 8 of the Act[.][; and

(b) any Franchise Agreement entered into by the Operator (or a holding company of it) has become unconditional in all respects.]+

The moment at which [this] [these]+ condition[s] are satisfied is the "Operative Date".

3. With effect from (and including) the Operative Date, the Operator agrees with all other Operators who are from time to time bound by all or any part of the Ticketing and Settlement Agreement and with the RSP to comply with the Ticketing and Settlement Agreement [(other than Parts IV and V of Chapter 4)]+ [and, so far as it is in force, the Transitional Agreement dated 23 July 1995 made between the same parties]*.

SIGNED by [ ]

on behalf of

[ ]

Dated:.....
(+ Complete as appropriate /* Delete as appropriate

Note: only an Open-Access Operator may sign an Accession Agreement without the words in square brackets in paragraph 3.)

PART II: FORM OF SUPPLEMENTAL ACCESSION AGREEMENT

This Agreement is made on [ ]+ 19[ ]+
by [NAME OF **OPERATOR**]+ (the "Operator"), whose registered office is at[ ].+

1. Terms defined in the Ticketing and Settlement Agreement dated 23 July 1995 as amended at the date of this Supplemental Accession Agreement (the "Ticketing and Settlement Agreement") have the same meaning when used in this Supplemental Accession Agreement.

2. The Operator is already a party to the Ticketing and Settlement Agreement, having signed an agreement substantially in the form of Part I of Schedule 2 to the Ticketing and Settlement Agreement on [ ] 19[ ]+ (the "Accession Agreement").

3. With effect from (and including) the date of the delivery of this Supplemental Accession Agreement to the RSP (being the date hereof), the Operator agrees with all other Operators who are from time to time bound by all or any part of the Ticketing and Settlement Agreement, and with the RSP, to comply with Parts IV and V of Chapter 4 of the Ticketing and Settlement Agreement in addition to the other provisions of that Agreement.

SIGNED by [ ]

on behalf of

[ ]

Dated:.....

(+ Complete as appropriate.)

SCHEDULE 3

FORM OF CESSATION AGREEMENT

This Agreement is made on [ ]+ 19[ ]+ by [NAME OF **OPERATOR**] (the "Operator"), whose registered office is at [ ].+

1. Terms defined in the Ticketing and Settlement Agreement dated 23 July 1995 as amended at the date of this Cessation Agreement (the "Ticketing and Settlement Agreement") bear the same meaning when used in this Cessation Agreement.

2. The [Ticketing and Settlement Agreement] [Parts IV and V of Chapter 4 of the Ticketing and Settlement Agreement]+ will cease to be binding on the Operator from close of business on [ ] 19[ ]+.

SIGNED by [ ]
on behalf of
[ ]

Dated:.....

(+Complete as appropriate.)

SCHEDULE 4

PART I: PROCEDURES FOR THE CREATION, ALTERATION AND DISCONTINUANCE OF PERMANENT FARES

The procedure for **Creating Permanent Fares** will take place according to the following timetable or any other timetable that the **RSP** reasonably specifies from time to time:-

WEEK	EVENT	
Prior to the start of Week 1	0.1	The **RSP** will determine when week 1 occurs and notify it to the **Operators** at least twelve months before the start of week 1.
Week 1 to the end of Week 10.	1.1	The **RSP** will send to each **Operator** a list of all the **Permanent Fares** which that **Operator Created** or continued in the previous **Fares Setting Round** and what it is still entitled to **Create** and/or which it is obliged to **Create** pursuant to Chapter 4 of this Agreement.
	1.2	An **Operator** must before the end of week 10 notify to and agree with the **RSP** written details of any new **Fares Type** that it proposes to introduce in the **Fares Setting Round** and for which at that time there are no **Fares** whose terms have been determined by that **Operator**.
	1.3	If the **RSP** determines that it cannot implement the proposed **Fares Type** in accordance with its normal procedures, it will within 14 days of receiving the notification from the **Operator** in 1.2 above notify the **Operator** accordingly. The notification will contain an estimate by the **RSP** of the timescales and costs that would be incurred if that **Fares Type** were implemented. If the **Operator** subsequently notifies the **RSP** that the **Fares Type** should nevertheless be implemented, those costs will be payable by the **Operator**.

1.4 The **Operators** will consider, negotiate and/or, as relevant, agree the terms of the **Initial Permanent Fares**. This will happen in accordance with Chapter 4 of this Agreement.

Week 1 to the end of Week 16

1.5 Each **Operator** must give written notice to the **RSP** of the terms of any proposed **Permanent Fares** that it wishes to be made available or continue to be made available for **Sale**. These proposed **Fares** are referred to as "**Initial Permanent Fares**". If any **Initial Permanent Fare** includes rights to goods or services (other than a journey on the **Network**), the **Operator** which proposes to **Create** it must specify the amount (including any applicable **VAT**) that is payable to that **Operator** (or any other person against whom the rights are exercisable) in respect of those rights.

1.6 The **RSP** will make details of the **Initial Permanent Fares** specified by each **Operator** available to:-

1.6.1 the other **Operators**; and

1.6.2 the **Authority**.

1.7 the **RSP** will make this information available electronically

1.8 At any time prior to the end of week 15 the **Operators** may revise the terms of the **Initial Permanent Fares** and notify any revisions to the **RSP**. The **Initial Permanent Fares** as so revised and notified are referred to as "**Revised Permanent Fares**".. If **Fares** are revised the **RSP** will make details of **Fares** specified by each **Operator** available electronically to:-

1.8.1 the other **Operators**; and

1.8.2 the **Authority**.

Week 17

16.1 The **Operators** may revise the **Initial Permanent Fares** and notify any revisions to the **RSP**. However, such revisions to **Revised Permanent Fares** may only be made if necessary to prevent:-

(a) the **Price** of a return **Fare** being less than the **Price** of a single **Fare** for the same **Flow**;

(b) the **Price** of a **Fare** from one **Station** to another on a **Flow** being lower than the **Price** of a **Fare** with substantially the same **Rights and Restrictions** and which the same **Operators** are bound to honour that entitles a **Purchaser** of it to make a journey from the first **Station** to an intermediate **Station** on the same **Flow**;

(c) the **Price** of a **Season Ticket Fare** being more than five times the **Price** of the return **Fare** for the same **Flow** (or, if there is more than one such return **Fare**, the higher or highest such **Price**);

(d) the **Price** of a **Fare** between two **Stations** on a **Flow** being higher than the aggregate of the **Prices** of two or more **Fares** with substantially the same **Rights and Restrictions** (other than the **Stations** between which they are valid) and including the same **Operators** which together would enable a **Purchaser** of them to make a through journey between those two **Stations.**

(e) a **Fare** failing to comply with applicable **Fares Regulation** requirements.

(f) a **Price** of a more restrictive **Fare** exceeds the **Price** of a less restrictive **Fare** on the same **Flow**.

(g) the **Price** of a **Season Ticket Fare** on a **Flow** being higher than the **Price** of a **Season Ticket Fare** with the same **Rights and Restrictions** and which the same **Operators** are bound to

honour, on another **Flow** defined by same **Stations** and **Permitted Routes**.

The **Initial Permanent Fares** as so revised and notified to the **RSP** are referred to as "**Final Permanent Fares**"

By end of Week 18

18.1 The **RSP** will make details of the **Final Permanent Fares** available to the **Operators** and the **Authority**.

Weeks 18 to 23

19.1 The **Final Permanent Fares** may be altered only in the event of manifest error (for example if a **Fare** which should be £48 is shown as being £4.80). The **RSP** will determine if there has been a manifest error and, in the event of a dispute, Clause 14-4 of this Agreement will apply.

By end of Week 23

23.1 The **RSP** will transfer details of the **Final Permanent Fares** to **Approved TIMs** as referred to in Clause 4-56 of this Agreement.

23.2 The **RSP** will publish and distribute fares manuals as referred to in Clause 4-58 of this Agreement.

23.3 As soon as events 23.1 and 23.2 have occurred, the **Operators** and **ATOC Travel Agents** may (subject to 24.1 below) **Sell** the **Final Permanent Fares** which give the purchasers the right to travel no earlier than the beginning of week 24.

From and including Week 24

24.1 The **Operators** and **ATOC Travel Agents** may **Sell** the **Final Permanent Fares**. However, the **Operator(s)** which determine(s) the terms of the **Final Permanent Fare** may specify that it will not come into force until a subsequent date if the relevant **Approved TIMs** used by the **Operators** are capable of efficiently handling this information. In such an event, the **Operators** may only **Sell Final Permanent Fares** which give the purchasers the right to travel no earlier than the date specified.

PART II: PROCEDURES FOR THE CREATION, ALTERATION AND DISCONTINUANCE OF TEMPORARY FARES

1. CREATION OF TEMPORARY FARES

1.1 An **Operator** (the "**Creating Operator**") wishing to **Create** a **Temporary Fare** must submit a **Product Implementation Form** to the **RSP**.

1.2 The **Product Implementation Form** must:-

(a) specify the period during which the **Temporary fare** may be offered for **Sale**; and

(b) specify the period(s) during which the **Temporary fare** is valid for travel;

(c) specify the **Stations** at which the **Temporary fare** may be offered for **Sale**; and

(d) be signed by or on behalf of each **Operator** which has agreed to honour the **Temporary fare**.

(e) Information about the **Temporary Fare**, this must include:-

(i) the **Price** at which it is to be **Sold**;

(ii) the **Fares** Type(s)

(iii) the **Flows** on which it is valid

(iv) the **Operators** which are to receive a share of any revenue (exclusive of **VAT**) that is received from **Sales** of the **Temporary Fare** and the proportion of the revenue (exclusive of **VAT**) to which each is entitled or a formula acceptable to the **RSP** that will enable the **RSP** to calculate them;

(v) whether details of the **Temporary Fare** are to be made available to all the **Operators** to enable them to **Sell** it and, if not, the **Operators** which are to be allowed to offer the **Temporary Fare** for **Sale**; and

(vi) any other information about the **Temporary Fare** that the **RSP** requires from time to time either generally or in any particular case.

1.3 If the **RSP** reasonably suspects that the **Product Implementation Form** has not been properly signed by or on behalf of all the **Operators** which are required to sign it or that the **Creating Operator** is not permitted to **Create** the **Fare**, it will reject the notice and notify the **Creating Operator** accordingly.

1.4 If the **RSP** determines that its consent to the **Creation** of the **Temporary fare** is required as a result of Clause 4-56 of this Agreement, it will notify the **Creating Operator** accordingly. The notification will contain an estimate by the **RSP** of the costs that would be incurred if the **Temporary fare** were **Create**d. If the **Operator** subsequently notifies the **RSP** that the **Temporary fare** should nevertheless be **Created** and the **RSP** agrees to this, those costs will be payable by the **Operator**.

1.5 Subject to paragraphs 1.3 and 1.4 above, as soon as reasonably practicable after the **RSP** has received a **Product Implementation Form**, the **RSP** will (for the purpose of revenue allocation and settlement pursuant to Chapters 11 and 12 of this Agreement) allocate the codings it considers appropriate to the **Temporary fare**. This will generally not be before 20 **Business Days** after the signed notice is received.

1.6 The **RSP** will then notify the **Creating Operator** accordingly. Unless the **RSP** provides details of the **Temporary fare** to **Approved TIMs** and **Approved Information Systems** in accordance with Clause 4-56 of this Agreement, the **Creating Operator** must then notify details of the **Temporary fare** (including the codings specified by the **RSP**) to any **Operator**, **ATOC Travel Agent**, **ITX Travel Agent**, **ATOC Self-ticketing Licensee** and/or **Approved Third Party** specified by the **Creating Operator** in the **Product Implementation Form**. These details will state any restrictions specified by the **Creating Operator** as to the **Stations** at which the **Temporary Fare** may be **Sold**.

2. ALTERATION OF **TEMPORARY FARES**

2.1 If the **Operator** entitled to alter the terms of, a **Temporary Fare** pursuant to Clause 4-10(2) of this Agreement wishes to do so, it must submit a **Product Implementation Form** to the **RSP**.

2.2 The **Product Implementation Form** must specify:-

(a) the date on which the alteration to the **Temporary Fare** is to take effect; and

(b) the terms of the **Temporary Fare** to be altered and the period during which the altered **Temporary Fare** may be offered for **Sale**.

2.3 As soon as reasonably practicable after the **RSP** has received a **Product Implementation Form** specifying that the terms of a **Temporary fare** are to be altered, the **RSP** will (for the purpose of revenue allocation and settlement pursuant to Chapters 11 and 12 of this Agreement) allocate the codings it considers appropriate to the altered **Temporary Fare**. This will generally not be before 20 **Business Days** after the signed notice is received.

2.4 The **RSP** will then notify the **Creating Operator** accordingly. That **Operator** must then notify any **Operator**, **ATOC Travel Agent**, **ATOC Self-ticketing Licensee, ITX Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Fare** accordingly.

2.5 If the **RSP** has supplied details of the **Temporary Fare** to **Approved TIMs** and **Approved Information Systems** in accordance with Clause 4-56 of this Agreement, it will alter those details as appropriate in accordance with its usual procedures.

3. DISCONTINUANCE OF **TEMPORARY FARES**

3.1 If the **Operator** entitled to discontinue a **Temporary Fare** pursuant to Clause 4-10(2) of this Agreement wishes to do so, it must submit a **Product Deletion Form** to the **RSP**.

3.2 The **Product Deletion Form** must specify the date on which the **Temporary Fare** is to be discontinued.

3.3 As soon as reasonably practicable after the **RSP** has received a **Product Deletion Form** specifying that a **Temporary Fare** is to be discontinued (or if a **Product Deletion Form** specifies that the relevant **Temporary Fare** should be discontinued on a certain date) on the date specified in that form, the **RSP** will notify the **Operator** which **Created** the **Fare** that the **Temporary Fare** has been discontinued. That **Operator** must then notify any **Operator**, **ATOC Travel Agent**, **ATOC Self-ticketing Licensee, ITX Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Fare** accordingly.

3.4 If the **RSP** has supplied details of the **Temporary Fare** to **Approved TIMs** and **Approved Information Systems** in accordance with Clause 4-50 of this Agreement, it will remove those details as appropriate in accordance with its usual procedures.

PART III: PROCEDURES FOR THE CREATION, ALTERATION AND DISCONTINUANCE OF SPECIAL FARES

1. CREATION OF SPECIAL FARES

1.1 An **Operator** (the "**Creating Operator**") wishing to **Create** a **Special Fare** must submit a **Product Implementation Form** to the **RSP**.

1.2 **Product Implementation Form** must:-

(a) specify the period during which the **Special Fare** may be offered for **Sale**;

(b) specify the period during which the **Special Fare** is valid for travel; and

(c) be signed by each **Operator** that has agreed to honour the **Special Fare** or, where the **Special Fare** is to be introduced pursuant to a decision of the **Ticketing and Settlement Scheme Council**, by any person authorised by the **Ticketing and Settlement Scheme Council**.

(d) Information about the **Special Fare**, this must include:-

(i) the **Price** at which it is to be **Sold**;

(ii) the **Fares** Type(s)

(iii) the **Flows** on which it is valid

(iv) the **Operators** which are to receive a share of any revenue (exclusive of **VAT**) that is received from **Sales** of the **Special Fare** and the proportion of the revenue (exclusive of **VAT**) to which each is entitled or a formula acceptable to the **RSP** that will enable the **RSP** to calculate them;

(v) whether details of the **Special Fare** are to be made available to all the **Operators** to enable them to **Sell** it and, if not, the **Operators** which are to be allowed to offer the **Special Fare** for **Sale**; and

(vi) any other information about the **Special Fare** that the **RSP** requires from time to time either generally or in any particular case.

1.3 If the **RSP** reasonably suspects that the **Product Implementation Form** has not been properly signed on behalf of all the **Operators** which are required to sign it or that the **Creating Operator** is not permitted to **Create** the **Fare**, it will reject the notice and notify the **Creating Operator** accordingly.

1.4 If the **RSP** determines that its consent to the **Creation** of the **Special Fare** is required as a result of Clause 4-56 of this Agreement, it will notify the **Creating Operator** accordingly. The notification will contain an estimate by the **RSP** of the costs that would be incurred if it were **Created**. If the **Creating Operator** subsequently notifies the **RSP** that the **Special Fare** should nevertheless be **Created** and the **RSP** agrees to this, the costs will be payable by that **Operator**.

1.5 Subject to paragraphs 1.3 and 1.4 above, as soon as reasonably practicable after the **RSP** has received a **Product Implementation Form**, the **RSP** will (for the purpose of revenue allocation and settlement pursuant to Chapters 11 and 12 of this Agreement) allocate the codings it considers appropriate to the **Special Fare**. This will generally not be before 20 **Business Days** after the signed notice is received.

1.6 The **RSP** will then notify the **Creating Operator** accordingly. The **Creating Operator** may then notify full details of the **Special Fare** to any **Operator**, **ATOC Travel Agent**, **ATOC Self-ticketing Licensee**, **ITX Travel Agent** and/or **Approved Third Party**. These details will state any restrictions specified by the **Creating Operator** as to the **Stations** at which the **Special Fare** may be **Sold**.

2. ALTERATION OF **SPECIAL FARES**

2.1 If the **Operator** entitled to alter the terms of, a **Special Fare** under Clause 4-10(3) of this Agreement wishes to do so, it must submit a **Product Implementation Form** to the **RSP**.

2.2 The **Product Implementation Form** must specify:-

(a) the date on which the alteration to the **Special Fare** is to take effect; and

(b) the terms of the **Special Fare** to be altered and the period during which the altered **Special Fare** may be offered for **Sale**.

2.3 As soon as reasonably practicable after the **RSP** has received a **Product Implementation Form** specifying that the terms of a **Special Fare** are to be altered, the **RSP** will allocate the codings it considers appropriate to the altered **Special Fare**. This will generally not be before 20 **Business Days** after the signed notice is received.

2.4 The **RSP** will then notify the **Creating Operator** accordingly. That **Operator** must then notify any **Operator**, **ATOC Travel Agent**, **ATOC Self-ticketing Licensee**, **ITX Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Fare** accordingly.

2.5 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

3. DISCONTINUANCE OF **SPECIAL FARES**

3.1 If the **Operator** entitled to discontinue a **Special Fare** under Clause 4-10(3) of this Agreement wishes to do so, it must submit a **Product Deletion Form** to the **RSP**.

3.2 The **Product Deletion Form** must specify the date on which the **Special Fare** is to be discontinued.

3.3 As soon as reasonably practicable after the **RSP** has received a **New Product Deletion Form** specifying that a **Special Fare** is to be discontinued, the **RSP** will notify the **Operator** that the **Special Fare** has been discontinued. That **Operator** must then notify any **Operator**, **ATOC Travel Agent**, **ATOC Self-ticketing Licensee**, **ITX Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Fare** accordingly.

3.4 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

PART IV: PROCEDURES FOR THE CREATION, ALTERATION AND DISCONTINUANCE OF NON-RAIL PRODUCTS

1 CREATION OF NON-RAIL PRODUCTS

1.1 An **Operator** (the "**Creating Operator**") wishing to **Create** a **Non-Rail Product** must submit a **Product Implementation Form** to the **RSP**.

1.2 The **Product Implementation Form** must:-

(a) specify the period during which the **Non-Rail Product** may be offered for **Sale**;

(b) specify the **Stations** at which the **Non-Rail Product** may be offered for **Sale**; and

(c) be signed by or on behalf of each **Operator** which has agreed to provide the services which constitute the **Non-Rail Product**.

(d) Information about the **Non-Rail Product**, this must include:-

(i) the **Price** at which it is to be **Sold**;

(ii) the **Operators** which are to receive a share of any revenue (exclusive of **VAT**) that is received from **Sales** of the **Non-Rail Product** and the proportion of the revenue (exclusive of **VAT**) to which each is entitled or a formula acceptable to the **RSP** that will enable the **RSP** to calculate them;

(iii) whether details of the **Non-Rail Product** are to be made available to all the **Operators** to enable them to **Sell** it and, if not, the **Operators** which are to be allowed to offer the **Non-Rail Product** for **Sale**; and

(iv) any other information about the **Non-Rail Product** that the **RSP** requires from time to time either generally or in any particular case.

1.3 If the **RSP** reasonably suspects that the **Product Implementation Form** has not been properly signed by or on behalf of all the **Operators** which are required to sign it or that the

Creating Operator is not permitted to **Create** the **Fare**, it will reject the notice and notify the **Creating Operator** accordingly.

1.4 If the **RSP** determines that it cannot **create** the proposed **Non-Rail Product** in accordance with its normal procedures, it will notify the **Creating Operator** accordingly. The notification will contain an estimate by the **RSP** of the costs that would be incurred if the **Non-Rail Product** were **Created**. If the **Operator** subsequently notifies the **RSP** that the **Non-Rail Product** should nevertheless be **Created**, those costs will be payable by the **Operator**.

1.5 Subject to paragraphs 1.3 and 1.4 above, as soon as reasonably practicable after the **RSP** has received a **Product Implementation Form**, the **RSP** will (for the purpose of revenue allocation and settlement pursuant to Chapters 11 and 12 of this Agreement) allocate the codings it considers appropriate to the **Non-Rail Product**. This will generally not be before 20 **Business Days** after the signed notice is received.

1.6 The **RSP** will then notify the **Creating Operator** accordingly. The **Creating Operator** will then notify details of the **Non-Rail Product** (including the codings specified by the **RSP**) to any **Operator**, **ATOC Travel Agent** and/or **Approved Third Party** specified by the **Creating Operator** in its notification to the **RSP**. These details will state any restrictions specified by the **Creating Operator** as to the **Stations** at which the **Non-Rail Product** may be **Sold**.

2. ALTERATION OF **NON-RAIL PRODUCTS**

2.1 If the **Operator** entitled to alter the terms of, a **Non-Rail Product** under Clause 4-39 of this Agreement wishes to do so, it must submit a **Product Implementation Form** to the **RSP**.

2.2 The **Product Implementation Form** must specify:-

(a) the date on which the alteration to the **Non-Rail Product** is to take effect; and

(b) the terms of the **Non-Rail Product** to be altered and the period during which the altered **Non-Rail Product** may be offered for **Sale**.

2.3 As soon as reasonably practicable after the **RSP** has received a **Product Implementation Form** specifying that the terms of a **Non-Rail Product** are to be altered, the

RSP will (for the purpose of revenue allocation and settlement pursuant to Chapters 11 and 12 of this Agreement) allocate the codings it considers appropriate to the altered **Non-Rail Product**. This will generally not be before 20 **Business Days** after the signed notice is received.

2.4 The **RSP** will then notify the **Creating Operator** accordingly. That **Operator** must then notify any **Operator**, **ATOC Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Non-Rail Product** accordingly.

3. DISCONTINUANCE OF **NON-RAIL PRODUCTS**

3.1 If the **Operator** entitled to discontinue a **Non-Rail Product** under Clause 4-39 of this Agreement wishes to do so, it must submit a **Product Deletion Form** to the **RSP**.

3.2 The **Product Deletion Form** must specify the date on which the **Non-Rail Product** is to be discontinued.

3.3 As soon as reasonably practicable after either the **RSP** has received a **Product Deletion Form** specifying that a **Non-Rail Product** is to be discontinued or (if a **Product Deletion Form** specified that the relevant **Non-Rail Product** should be discontinued on a certain date) on that date the **RSP** will notify the **Operator** which **Created** the **Non-Rail Product** that it has been discontinued. That **Operator** must then notify any **Operator**, **ATOC Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Non-Rail Product** accordingly.

3.4 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

PART V: PROCEDURES FOR THE CREATION, ALTERATION AND DISCONTINUANCE OF DISCOUNT CARDS AND DISCOUNT SCHEMES

1. CREATION OF DISCOUNT CARDS OR DISCOUNT SCHEMES

1.1 An **Operator** (the "**Creating Operator**") wishing to **Create** a **Discount Card** or **Discount Scheme** must submit a **Product Implementation Form**.

1.2 The **Product Implementation Form** must be signed by each **Operator** which has agreed to allow the **Discount Card** or **Discount Scheme** to be used to obtain a discount in respect of any **Fares**, **Reservations** or **Upgrades** in respect of which it receives a **Credit**.

1.3 If the **RSP** reasonably suspects that the **Product Implementation Form** has not been properly signed on behalf of all the **Operators** which are required to sign it or that the **Creating Operator** is not permitted to **Create** the **Discount Card** or **Discount Scheme**, it will reject the notice and notify the **Creating Operator** accordingly.

1.4 If the **RSP** determines that its consent to the **Creation** of the **Discount Card** or **Discount Scheme** is required as a result of Clause 4-56 of this Agreement, it will notify the **Creating Operator** accordingly. The notification will contain an estimate by the **RSP** of the costs that would be incurred if it were **Created**. If the **Creating Operator** subsequently notifies the **RSP** that the **Discount Card** or **Discount Scheme** should nevertheless be **Created**, those costs will be payable by that **Operator**.

1.5 Subject to paragraphs 1.3 and 1.4 above, as soon as reasonably practicable after the **RSP** has received a **Product Implementation Form**, the **RSP** will allocate the codings it considers appropriate to the **Discount Card** or **Discount Scheme**. This will generally not be before 20 **Business Days** after the signed notice is received.

1.6 The **RSP** will then notify the **Creating Operator** accordingly. Unless the **RSP** provides details of the **Discount Card** or **Discount Scheme** to **Approved TIMs** and **Approved Information Systems** in accordance with Clause 4-56 of this Agreement, the **Creating Operator** will notify the full details of the **Discount Card** or **Discount Scheme** to any **Operator**, **ATOC Travel Agent**, **ITX Travel Agent** and/or **Approved Third Party** specified by the **Creating Operator** in the **Product Implementation Form**.

1.7 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

2. ALTERATION OF **DISCOUNT CARDS** AND **DISCOUNT SCHEMES**

2.1 If the **Operator** entitled to discontinue, or to alter the terms of, a **Discount Card** or **Discount Scheme** pursuant to Clause 4-44 of this Agreement wishes to do so, it must submit a **Product Implementation Form**.

2.2 The **Product Implementation Form** must specify the date on which the **Discount Card** or **Discount Scheme** is to be discontinued or on which any alteration is to take effect.

2.3 As soon as reasonably practicable after the **RSP** has received a **Product Implementation Form** specifying that the terms of a **Discount Card** or **Discount Scheme** are to be altered, the **RSP** will allocate the codings it considers appropriate to the altered **Discount Card** or **Discount Scheme**. This will generally not be before 20 **Business Days** after the signed notice is received.

2.4 The **RSP** will then notify the **Creating Operator** accordingly. That **Operator** must then notify any **Operator**, **ATOC Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Discount Card** accordingly.

2.5 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

3. DISCONTINUANCE OF **DISCOUNT CARDS** AND **DISCOUNT SCHEMES**

3.1 If the **Operator** entitled to discontinue a **Discount Card** or **Discount Scheme** pursuant to Clause 4-44 of this Agreement wishes to do so, it must submit a **Product Deletion Form**.

3.2 The **Product Deletion Form** must specify the date on which the **Discount Card** or **Discount Scheme** is to be discontinued.

3.3 As soon as reasonably practicable after either the **RSP** has received a **Product Deletion Form** specifying that a **Discount Card** or **Discount Scheme** is to be discontinued, the **RSP** will notify the **Operator** that the **Discount Card** or **Discount Scheme** has been discontinued. That **Operator** must then notify any **Operator**, **ATOC Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Discount Card** accordingly.

3.4 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

PART VI PROCEDURES FOR THE CREATION, ALTERATION AND DISCONTINUANCE OF RESERVATIONS

1. CREATION OF RESERVATIONS

1.1 An **Operator** (the "**Creating Operator**") wishing to **Create** a **Reservation** must submit a **Product Implementation Form**.

1.2 The **Product Implementation Form** must be signed by each **Operator** which has agreed to allow the **Reservation** to be **Purchased** in respect of **Fares** valid on its trains.

1.3 If the **RSP** reasonably suspects that the **Product Implementation Form** has not been properly signed on behalf of all the **Operators** which are required to sign it or that the **Creating Operator** is not permitted to **Create** the **Reservation**, it will reject the notice and notify the **Creating Operator** accordingly.

1.4 If the **RSP** determines that its consent to the **Creation** of the **Reservation** is required as a result of Clause 4-62 of this Agreement, it will notify the **Creating Operator** accordingly. The notification will contain an estimate by the **RSP** of the costs that would be incurred if it were **Created**. If the **Creating Operator** subsequently notifies the **RSP** that the **Reservation** should nevertheless be **Created**, those costs will be payable by that **Operator**.

1.5 Subject to paragraphs 1.3 and 1.4 above, as soon as reasonably practicable after the **RSP** has received a **Product Implementation Form**, the **RSP** will allocate the coding it considers appropriate to the **Reservation**. This will generally not be before 20 **Business Days** after the signed notice is received.

1.6 The **RSP** will then notify the **Creating Operator** accordingly. Unless the **RSP** provides details of the **Reservation** to **Approved TIMs** and **Approved Information Systems** in accordance with Clause 4-56 of this Agreement, the **Creating Operator** will notify the full details of the **Reservation** to any **Operator**, **ATOC Travel Agent**, **ITX Travel Agent** and/or **Approved Third Party** specified by the **Creating Operator** in the **Product Implementation Form**.

1.7 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

2. ALTERATION OF **RESERVATIONS**

2.1 If the **Operator** entitled to alter the terms of, a **Reservation** pursuant to Clause 4-60 of this Agreement wishes to do so, it must submit a **Product Implementation Form**.

2.2 The **Product Implementation Form** must specify the date on which the alteration to the **Reservation** is to take effect.

2.3 As soon as reasonably practicable after the **RSP** has received a **Product Implementation Form** specifying that the terms of a **Reservation** are to be altered, the **RSP** will allocate the coding it considers appropriate to the altered **Reservation**. This will generally not be before 20 **Business Days** after the signed notice is received.

2.4 The **RSP** will then notify the **Creating Operator** accordingly. That **Operator** must then notify any **Operator**, **ATOC Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Reservation** accordingly.

2.5 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

3. DISCONTINUANCE OF **RESERVATIONS**

3.1 If the **Operator** entitled to discontinue a **Reservation** pursuant to Clause 4-60 of this Agreement wishes to do so, it must submit a **Product Deletion Form**.

3.2 The **Product Deletion Form** must specify the date on which the **Reservation** is to be discontinued.

3.3 As soon as reasonably practicable after the **RSP** has received a **Product Deletion Form** specifying that a **Reservation** is to be discontinued, the **RSP** will notify the **Operator** that the **Reservation** has been discontinued. That **Operator** must then notify any **Operator**, **ATOC Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Reservation** accordingly.

3.4 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

PART VII PROCEDURES FOR THE CREATION, ALTERATION AND DISCONTINUANCE OF UPGRADES

1. CREATION OF UPGRADES

1.1 An **Operator** (the "**Creating Operator**") wishing to **Create** an **Upgrade** must submit a **Product Implementation Form**.

1.2 The **Product Implementation Form** must be signed by each **Operator** which has agreed to allow the **Upgrade** to be purchased in respect of a journey that is to be made on its trains.

1.3 If the **RSP** reasonably suspects that the **Product Implementation Form** has not been properly signed on behalf of all the **Operators** which are required to sign it or that the **Creating Operator** is not permitted to **Create** the **Upgrade**, it will reject the notice and notify the **Creating Operator** accordingly.

1.4 If the **RSP** determines that its consent to the **Creation** of the **Upgrade** is required as a result of Clause 4-62 of this Agreement, it will notify the **Creating Operator** accordingly. The notification will contain an estimate by the **RSP** of the costs that would be incurred if it were **Created**. If the **Creating Operator** subsequently notifies the **RSP** that the **Upgrade** should nevertheless be **Created**, those costs will be payable by that **Operator**.

1.5 Subject to paragraphs 1.3 and 1.4 above, as soon as reasonably practicable after the **RSP** has received a **Product Implementation Form**, the **RSP** will allocate the coding it considers appropriate to the **Upgrade**. This will generally not be before 20 **Business Days** after the signed notice is received.

1.6 The **RSP** will then notify the **Creating Operator** accordingly. Unless the **RSP** provides details of the **Upgrade** to **Approved TIMs** and **Approved Information Systems** in accordance with Clause 4-56 of this Agreement, the **Creating Operator** will notify the full details of the **Upgrade** to any **Operator**, **ATOC Travel Agent**, **ITX Travel Agent** and/or **Approved Third Party** specified by the **Creating Operator** in the **Product Implementation Form**.

1.7 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

2. ALTERATION OF **UPGRADES**

2.1 If the **Operator** entitled to alter the terms of an **Upgrade** pursuant to Clause 4-60 of this Agreement wishes to do so, it must submit a **Product Implementation Form**.

2.2 The **Product Implementation Form** must specify the date on which the alteration to the **Upgrade** is to take effect.

2.3 As soon as reasonably practicable after the **RSP** has received a **Product Implementation Form** specifying that the terms of an **Upgrade** are to be altered, the **RSP** will allocate the coding it considers appropriate to the altered **Upgrade**. This will generally not be before 20 **Business Days** after the signed notice is received.

2.4 The **RSP** will then notify the **Creating Operator** accordingly. That **Operator** must then notify any **Operator**, **ATOC Travel Agent** and/or **Approved Third Party** that is permitted to **Sell** the **Upgrade** accordingly.

2.5 The notification from the **RSP** will be made in the format and in accordance with the procedures determined by the **RSP** from time to time.

3. DISCONTINUANCE OF **UPGRADES**

3.1 If the Operator entitled to discontinue an Upgrade pursuant to Clause 4-60 of this Agreement wishes to do so, it must submit a Product Deletion Form.

3.2 The Product Deletion Form must specify the date on which the Upgrade is to be discontinued.

3.3 As soon as reasonably practicable after the RSP has received a Product Deletion Form specifying that an Upgrade is to be discontinued the RSP will notify the Operator that the Upgrade has been discontinued. That Operator must then notify any Operator, ATOC Travel Agent and/or Approved Third Party that is permitted to Sell the Upgrade accordingly.

3.4 The notification from the RSP will be made in the format and in accordance with the procedures determined by the RSP from time to time.

PART VIII PROCEDURE FOR OBTAINING THE AUTHORITY'S CONSENT FOR THE CREATION OF A FLOW

(1) Representations

A request made pursuant to Clause 4-7(6) above for the **Authority's** consent must be supported by written representations from the **Operator(s)** requesting it. A request for consent to the **Creation** of a new **Flow** must specify which **Operator** has agreed to be the **Lead Operator** for the proposed **Flow**.

(2) Consultation with other **Operator(s)** and **RPC(s)**

Prior to making such a request, the relevant **Operator(s)**:-

(a) in the case of a request to **Create** a **Flow**, may notify any other **Operator(s)** which he believes might be affected in the event of the **Authority** giving his consent;

(b) in the case of a request to modify a **Flow**, must notify the other **Operator(s)** referred to in paragraphs (a) and (b) of Clause 4-7(4);

(c) in the case of a request to abolish a **Flow**, must notify the other **Operator(s)** referred to in paragraph (a) and (b) Clause 4-7(5); and

(d) in all cases, must notify the **RPC(s)** in whose area the proposed **Flow** is situated (determined in accordance with the **Act**).

(3) The **Authority's** Advice

Any **Operator** wishing to make a request pursuant to sub-Clause 4-7(6) may (but in the case of a request to modify or abolish a Flow, must) seek the **Authority's** advice as to which other **Operator(s)** to consult in connection with the request.

(4) Failure to respond

Any **Operator** or **RPC** failing to respond within 28 days of receipt of a notification to consult issued pursuant to sub-Clause (2) above shall be deemed to have no objection to the request so notified to them.

(5) Objections

If an **Operator** makes an objection to the request so notified to it pursuant to sub-Clause (2) above, and the relevant **Operators** have been unable to reach agreement within 28 days of the service of the notice Clause 14-4 below will apply.

(6) Contents of representations to the **Authority**

Any representations made under this Clause 4-8 must be made in such form and contain such details, and within such times, as the **Authority** specifies from time to time, either generally or in any particular case, but must include as a minimum copies of the notifications made pursuant to sub-Clause (2) above. The **Operator** making the request pursuant to Clause 4-7(6) must submit as soon as practicable to the **Authority** copies of any and all responses to notification sent out pursuant to sub-Clause (2) above; and copies of any resolutions of any disputes pursuant to sub-Clause (5) above.

(7) Further Consultation by the **Authority**

(a) The **Authority** may consult further with any person whose response has been provided to him pursuant to sub-Clause (6) above. In seeking the views of affected **Operators** and **RPC(s)**, the **Authority** may give those **Operator(s)** and **RPC(s)** any information about the request and the representations made by the **Operator(s)** making it that the **Authority** considers appropriate.

(b) However, the **Operator(s)** making the request may ask the **Authority** to keep any representations they make confidential. The **Authority** will comply with such a request, but may refuse to consider further the giving of his consent to the **Creation** or abolition of the proposed **Flow** if he believes it will not be possible properly to seek the views of the other **Operators** which might be affected if the information is not disclosed.

(8) Further information

The **Authority** may require any **Operator** making any representations to provide any further information that he needs, either orally or in writing. Sub-Clause (7) above will also apply to these representations.

(9) Notification of the **Authority's** decision

(a) The **Authority** must give his consent to a request that is made under this Clause 4-8 no later than 14 days after the sooner of:

(i) written confirmation of no objections; or

(ii) expiry of the 28 day period referred to in sub-Clause (4) above, if no objection referred to in sub-Clause (5) above has been made within such 28 day period; or

(iii) receipt of evidence that any objection has been resolved by agreement or pursuant to a determination of the ATOC Schemes Committee (or the arbitrator or expert appointed in accordance with the ATOC Dispute Resolution Rules).

(b) The **Authority** may refuse to consent to a request that is made under this Clause 4-8 if:

(i) in the case of a request to **Create** a **Flow**, the **Authority** believes that the **Operator** has not notified other **Operator(s)** who should have been consulted; or

(ii) in the case of other requests, if the relevant **Operator** has not notified **Operator(s)** whom the **Authority** has advised should be notified pursuant to sub-Clause (3) above.

(c) If the **Authority** gives his consent to a request that is made under this Clause 4-8, he will notify its terms to the **RSP** and the **Operators** and **RPC(s)** referred to in sub-Clause (2) above and, in the case of a consent to the modification of a **Flow**, will inform the **RSP** and the **Operators** that for **Fare Regulation** purposes any **Fares** on the modified **Flow** will be deemed to be the same as the equivalent **Fares** on the original **Flow** prior to modification.

PART IX PROCEDURE FOR MAKING AN INTER-AVAILABILITY DIRECTION

(1) Requesting an **Inter-availability Direction**

Any **Operator** may ask the **Authority** to make an **Inter-availability Direction** in respect of a **Compulsory Inter-available Flow** (or a proposed **Compulsory Inter-available Flow**). The request must be supported by written representations from that **Operator**.

(2) Notification to other **Operators**

(a) Following the receipt of such a request, the **Authority** will:-

(i) notify any other **Operators** which he believes might be affected by the proposed **Inter-availability Direction** and any relevant **RPC(s)**; and

(ii) consider the representations made by the **Operator** seeking the **Inter-availability Direction** and any representations made by these other **Operators** and any relevant **RPC(s)**.

(b) The **Authority** will also do this before he makes an **Inter-availability Direction** on his own initiative.

(3) Contents of representations to the **Authority**

Any representations made under this Clause 4-27 must be made in such form and contain such details, and be made within such times, as the **Authority** may specify from time to time, generally or in any particular case.

(4) Representations by other **Operators**

(a) In seeking the views of affected **Operators** and **RPC(s)** pursuant to sub-Clause (2) above, the **Authority** may give those **Operators** and **RPC(s)** any information about the request and the representations made by the **Operator** making it that the **Authority** considers appropriate.

(b) However, the **Operator** making the request may ask the **Authority** to keep any representations it makes confidential. The **Authority** will comply with such a request, but may refuse to consider further the making of an **Inter-availability Direction** if he believes it will not be possible properly to seek the views of the other **Operators** which might be affected if the information is not disclosed.

(c) The **Authority** may require any **Operator** making any of the representations referred to in this Clause 4-27 to provide any further information that he needs, either orally or in writing. Paragraphs (a) and (b) above will also apply to these representations.

(5) Notification of the making of an **Inter-availability Direction**

(a) If the **Authority** makes an **Inter-availability Direction**, he will notify its terms to the **RSP**, the **Operators** referred to in sub-Clause (2) above and any relevant **RPC(s)** as soon as reasonably practicable.

(b) The terms of the **Inter-availability Direction** will be noted by the **RSP** in its records and in Schedule 8 in the first **Fares Setting Round** to commence after the date on which the **RSP** is notified of the **Inter-availability Direction**. However, if, in the **RSP's** opinion, there is insufficient time for it to be able to do this in accordance with its usual procedures, it will note the terms of the **Inter-availability Direction** in its records and in Schedule 8 in the following **Fares Setting Round**.

(c) Until these terms are included in the **RSP's** records and in Schedule 8 in a **Fares Setting Round**, the **Permanent Fare(s)** that exist in relation to the relevant **Flow(s)** at the time that the **Inter-availability Direction** is made will continue to apply. However, for the purpose of the **Creation** of **Temporary Fares**, the **Inter-availability Direction** will take effect as soon as it has been notified to the **RSP**.

SCHEDULE 5

SPECIAL FARES THAT MAY BE CREATED

1. Inclusive tours

Fares which may only be **Sold** as part of a leisure or educational travel product offered for **Sale** by an **ITX Travel Agent** or an agent of an **Operator** to its customers which:-

(a) as well as the relevant **Fare** includes overnight accommodation for:

(i) at least one night if that night falls on a day which is not a **Business Day;** or

(ii) at least one night if that night falls on a day which is the day before a day which is not a **Business Day**; or

(iii) two consecutive **Business Day** nights or one **Business Day** night upon the prior resolutions in favour of the **Retail Agents Scheme Management Group** and of the **Products and Distribution Group** (provided that it is satisfied that the relevant **Fares** are restricted to the leisure market); or

(b) is sold only in conjunction with a leisure or educational travel product which includes overnight accommodation for:

(i) at least one night if that night falls on a day which is not a **Business Day;** or

(ii) at least one night if that night falls on a day which is the day before a day which is not a **Business Day**; or

(iii) two consecutive **Business Day** nights or one **Business Day** night upon the prior resolutions in favour of the **Retail Agents Scheme Management Group** and of the **Products and Distribution Group** (provided that it is satisfied that the relevant **Fares** are restricted to the leisure market).

These **Fares** may not be offered for **Sale** at a **Station** or a **TTL Station** by an **Operator** or an agent of an **Operator**.

2. Conference travel

Fares which are intended to be **Sold** only to persons who wish to use them to attend a conference. These **Fares** may not be offered for **Sale** at a **Station** or a **TTL Station** (except by an **ATOC Travel Agent**).

3. Group travel

Fares which may only be **Sold** to groups of 10 or more individuals who wish to travel together.

4. Scholars' **Season Ticket Fares**

Season Ticket Fares which may only be **Sold** to persons for the purpose of attending a school, college or university.

5. Motorrail

Fares which enable the **Purchasers** of them to take a motor car with them when they make the journey or journeys to which the **Fares** entitle them.

6. System passes

Season Ticket Fares which are **Sold** only on the authority of one or more **Operators** or the **Ticketing and Settlement Steering Group** and entitle the **Purchaser** to travel anywhere on the **Network** using the trains of such **Operator(s)**. These **Fares** may not be **Sold** at a **Station** or a **TTL Station** (except by an **ATOC Travel Agent**).

7. Airline **Sales**

Fares which may only be **Sold** by airlines, or airlines agents, to airline passengers for rail travel between the airport and a specific destination.

8. Special trains

Fares which may only be **Sold** to the public for travel on special trains run in connection with a specific event (e.g. the FA Cup Final, Grand National), and distributed through **RSP** approved systems.

9. Foreign language students

Fares which may only be **Sold** at special rates to language schools for foreign students for travel by their students.

10. Staff Travel

Fares which may be **Sold** to employees, and their dependants, of **Operators** , or group of **Operators**, who joined the service of such **Operators** after 3 Feb. 1996. Such **Fares** are only valid for travel on the services of the employing **Operator**, or group of employing **Operators**.

11 Rail Sea Rail

Through **Fares** between UK rail **Stations** and non UK rail stations. It must include an international sea journey.

12. Off-shore Return

Return **Fares** having extended periods of validity which may only be **Sold** to employees of the Oil Industry for travel to and from their place of work, at a location off-shore of Great Britain. The **Sale** of such **Fares** will be restricted to those **Stations** and method of payment nominated by the **Operator Creating** the **Fare**

SCHEDULE 6

DELEGATION AGREEMENTS

THE SYSTEMS ADMINISTRATOR AGREEMENT

If you require a copy of this Schedule, please contact RSP in the first instance (020 7841 8105).

SCHEDULE 7

FORM OF AGREEMENT TO CREATE A FARE

This Agreement is made on [ ]+ 199[ ] + between:-

(1) [NAME OF **OPERATOR**]+, whose registered office is at [ ]+; and

(2) [NAME OF **OPERATOR**]+, whose registered office is at [ ]+.#

(referred to as the "**Parties**")

WHEREAS:-

(A) The Parties provide passenger train services and are entitled pursuant to the Ticketing and Settlement Agreement dated 23 July 1995 between the RSP and the train operating companies named in it (the "TSA") to Create Fares from time to time.

(B) The Parties wish to Create a Fare that is valid on the services specified in this Agreement.

IT IS AGREED AS FOLLOWS:-

1 INTERPRETATION

Unless the context otherwise requires, in this Agreement the words and expressions defined in the TSA have the same meanings in this Agreement.

2 FARE

2.1 The Fare that is to be Created pursuant to this Agreement (the "New Fare") will be a [Permanent/Temporary/Special]* Fare and will be settled through the RSP in accordance with the TSA.

2.2 The Price of the New Fare and the Flows for which it is valid are as specified in Schedule A.

2.3 The Rights and Restrictions applicable to the New Fare are as specified in Schedule B.

2.4 The New Fare may be retailed at the Stations specified in Schedule C.

3 INCOME ALLOCATION

The Percentage Allocation(s) in relation to each of the Flows that the Parties will receive in respect of any Sales of the New Fare are as specified in Part I of Schedule D.

4 COSTS

The Parties agree to allocate the cost incurred in the Creation of the New Fare between themselves in the proportions set out in Part II of Schedule D.

5 NOTIFICATION TO THE RSP

The Parties will provide details of the New Fare, and its termination, to the RSP in the manner set out in Part I of Schedule E.

6 TERMINATION

6.1 The Parties may terminate this Agreement and/or this Agreement will automatically terminate in the manner set out in Part II of Schedule E.

6.2 Termination of this Agreement for any reason does not affect any rights or obligations which have accrued at the date of the termination. Nor does it affect the Parties' rights and obligations under this Agreement in respect of any Fares Created under this Agreement that are sold, whether before or after the termination of this Agreement.

7 CONFIDENTIALITY

7.1 Except as otherwise contemplated by this Agreement, the Parties will treat any information they receive under, as a result of or in the course of performing this Agreement as confidential. Accordingly, they will not, and will ensure that their employees, agents and delegates do not, disclose such information to any other person. Such information may,

however, be disclosed to the extent permitted by Clause 3-4(2) of the TSA (which, for those purposes, is to be construed as if it related to the information referred to in this Clause 7).

7.2 This Clause 7 will survive the termination of this Agreement.

8 GOVERNING LAW

The Agreement is governed by English law.

SCHEDULE A

PRICE OF THE NEW FARE AND FLOWS FOR WHICH IT IS VALID

1. The Price of the New Fare will be £[ ]+

2. The New Fare will be valid for travel on the following Flow(s):-

[DETAILS OF **FLOWS**]+

SCHEDULE B

RIGHTS AND RESTRICTIONS APPLICABLE TO THE NEW FARE

[To be inserted]+

SCHEDULE C

STATIONS AT WHICH THE FARE MAY BE SOLD

1. If the New Fare is a Permanent Fare it may be sold at all Stations.

2. If the New Fare is a Temporary fare or a Special Fare it may be retailed at the following Regulated Stations:-

   [DETAILS OF **STATIONS**]+

3. If the New Fare is a Temporary fare it must be retailed at the following Regulated Stations:-

   [DETAILS OF **REGULATED STATIONS**]+

SCHEDULE D

PART I: INCOME ALLOCATION

1. The respective Percentage Allocation to which each of the Parties is entitled for each of the Flows in respect of any Sales of the New Fare is agreed as follows:-

   [DETAILS OF **PERCENTAGE ALLOCATIONS**]+

2. Failing agreement each of the Parties will be entitled to its respective ORCATS Allocation for the New Fare.

PART II: ALLOCATION OF COSTS

1. The total cost incurred in the Creation of the New Fare shall be apportioned as between the Parties as follows:-

[NAME OF **OPERATOR**]+	[PROPORTION OF COST]+
[NAME OF **OPERATOR**]+	[PROPORTION OF COST]+

SCHEDULE E

PART I: NOTIFICATION OBLIGATIONS

1. [NAME OF **OPERATOR**]+ will provide details of the New Fare to the RSP in accordance with Schedule 4 of the TSA.

2. [NAME OF **OPERATOR**]+ will provide details to the RSP in accordance with the TSA if this Agreement is terminated in accordance with Clause 6.

PART II: TERMINATION

1. [The Parties may terminate this Agreement by giving [ ]+ days' notice to the other(s).]*

2. [This Agreement will terminate automatically on [ ]+]*.

3. This Agreement will terminate automatically if any of the Parties cease to be bound by the TSA.

This Agreement has been entered into on the date stated at the beginning by:

[NAME OF **OPERATOR**]+

By:

[NAME OF **OPERATOR**]+

By:

\+ Complete as appropriate.

* Delete as appropriate.

\# Include other parties if necessary.

SCHEDULE 8

FLOWS WHICH ARE NOT COMPULSORY INTER-AVAILABLE FLOWS

"The following **Flows** shall not be **Compulsory Inter-available Flows** with respect to the **Fare Types** stated:

1. Gatwick Airport to and from each of: Victoria, Waterloo, Charing Cross, Waterloo East, Cannon Street, London Bridge and Blackfriars in respect of **Fare Types** other than **Season Ticket Fares**.

2. Gatwick Airport to and from each of: City Thameslink, Faringdon and Kings Cross Thameslink in respect of all **Fare Types**. This direction applies only until 31.12.2001.

3. Gatwick Airport to and from 'London BR' in respect of **Season Ticket Fares**. This direction is conditional on **Travelcard Season Tickets** from Gatwick Airport continuing to be offered for **Sale**

The following Flows shall not be **Compulsory Inter-available Flows** in respect of Gatwick Express Railway Company Ltd and in respect of the **Fare Types** stated:

1. **Travelcards**, including One-Day **Travelcards**, from Gatwick Airport.

2. Gatwick Airport to and from each of: Victoria, Waterloo, Charing Cross, Waterloo East, Cannon Street, London Bridge and Blackfriars in respect of **Season Ticket Fares**.

3. Gatwick Airport to and **Stations** between Kentish Town and Flitwick inclusive in respect of all **Fare Types**.

4. All **Flows** between any **Station** in group A and any **Station** in group B below in respect of all **Fare Types**.

Group A

Stations in the area bounded by (and including) Three Bridges, Portsmouth Harbour and Hastings

Group B

Stations in the area of the zones set out in the map in Schedule 2 of the **Travelcard Agreement** dated 15 October 1995 between London Regional Transport and the operators named in it together with **Stations** in the adjacent area bounded by (and including) Shoeburyness, Southend Victoria, Southminster, Chelmsford, Stansted Mountfichet, Foxton, Sandy, Flitwick, Kempston Hardwick, Long Buckby, Aylesbury, Banbury, Didcot and Bedwyn."

SCHEDULE 9

PART I: FORM OF NOTICE TO BE SERVED BY OPERATOR WISHING TO CREATE A NEW FLOW

[On the letterhead of the Operator Creating a new Flow]

Rail Settlement Plan Limited
Atos
Fares Production
4 Triton Square
Regents Place
London NW1 3HG

Attention: [ ]+ [Date]+

Dear Sirs

NOTICE OF CREATION OF NEW FLOW/FLOWS*

Pursuant to Clause 4-7 of the Ticketing and Settlement Agreement dated 23 July 1995 between Rail Settlement Plan Limited and the Operators named in it (the "Agreement"), we hereby notify you that we wish to Create the following new Flow/Flows*:-

The route between [NAME OF STATION]+ and [[NAME OF STATION] [via/but not via] [NAME(S) OF STATION(S)]]+.

[Any route within [GEOGRAPHICAL AREA]+].

[We attach a copy of a letter from the Authority, giving his consent to the Creation of this Flow/these Flows*.]+

Terms defined in the Agreement have the same meaning in this letter.

Yours faithfully

On behalf of

[NAME OF OPERATOR CREATING THE NEW FLOW(S)]+

(+ Complete as appropriate
* Delete as appropriate

Note: the Authority's consent is only required if a Compulsory Inter-available Flow exists between the origin and destination Stations of a proposed Flow.)

PART II: FORM OF NOTICE TO BE SERVED BY OPERATOR WISHING TO ABOLISH AN EXISTING FLOW

[On the letterhead of the Operator abolishing an existing Flow]

Rail Settlement Plan Limited
Atos
Fares Production
4 Triton Square
Regents Place
London NW1 3HG

Attention: [ ]+ [Date]+

Dear Sirs

NOTICE OF ABOLITION OF EXISTING FLOW/FLOWS*

Pursuant to Clause 4-7 of the Ticketing and Settlement Agreement dated 23 July 1995 between Rail Settlement Plan Limited and the Operators named in it (the "Agreement"), we hereby notify you of the abolition of the following Flow/Flows*:-

The route between [NAME OF STATION]+ and [[NAME OF STATION] [via/but not via [NAME(S) OF STATION(S)]]+

[Any route within [GEOGRAPHICAL AREA]+]

[We attach a copy of a letter from the Authority, giving his consent to the abolition of this Flow/these Flows*]+

Terms defined in the Agreement have the same meaning in this letter.

Yours faithfully

On behalf of

[NAME OF OPERATOR ABOLISHING THE EXISTING FLOW(S)]+

(+ Complete as appropriate
*Delete as appropriate

Note: the Authority's consent is only required for the abolition of a Compulsory Inter-available Flow or for a Flow with Regulated Fares.)

PART III: FORM OF NOTICE TO BE SERVED BY OPERATOR WISHING TO MODIFY AN EXISTING FLOW

[On the letterhead of the Operator modifying an existing Flow]

Rail Settlement Plan Limited
Atos
Fares Production
4 Triton Square
Regents Place
London NW1 3HG

Attention: [ ]+ [Date]+

Dear Sirs

NOTICE OF MODIFICATION OF EXISTING FLOW/FLOWS*

Pursuant to Clause 4-7 of the Ticketing and Settlement Agreement dated 23 July 1995 between Rail Settlement Plan Limited and the Operators named in it (the "Agreement"), we hereby notify you that we wish to modify the existing Flow/Flows* as follows:-

EXISTING DETAILS:

The route between [NAME OF STATION]+ and [[NAME OF STATION] [via/but not via [NAME(S) OF STATION(S)]]+

[Any route within [GEOGRAPHICAL AREA]+]

REVISED DETAILS:

The route between [NAME OF STATION]+ and [[NAME OF STATION] [via/but not via [NAME(S) OF STATION(S)]]+

[Any route within [GEOGRAPHICAL AREA]+]

[We attach a copy of a letter from the Authority, giving his consent to the modification of this Flow/these Flows*]+

Terms defined in the Agreement have the same meaning in this letter.

Yours faithfully

On behalf of

[NAME OF OPERATOR MODIFYING THE EXISTING FLOW(S)]+

(+ Complete as appropriate
*Delete as appropriate

Note: the Authority's consent is only required for the modification of a Compulsory Inter-available Flow or for a Flow with Regulated Fares.)

SCHEDULE 10

FORM OF NOTICE TO BE SERVED BY AN OPERATOR REQUESTING A CHANGE IN THE DESIGNATION OF A LEAD OPERATOR

[On the letterhead of the **Operator** requesting the change]

To: [NAME AND ADDRESS OF

(1) **LEAD OPERATOR**
(2) OTHER **OPERATORS** WHICH RECEIVE INCOME IN RESPECT OF THE **FLOW**
(3) THE **AUTHORITY**]+

[Date]+

Dear Sirs

REQUEST TO CHANGE THE DESIGNATION OF A LEAD OPERATOR

Pursuant to Clause 4-28(2) of the Ticketing and Settlement Agreement dated 23 July 1995 between Rail Settlement Plan Limited and the Operators named in it (the "Agreement") we hereby request that we are appointed as the Lead Operator for the following Flow/Flows* in place of the existing Lead Operator/Lead Operators*:-

[DETAILS OF **FLOW(S)** AND EXISTING **LEAD OPERATOR(S)**]+

We hereby certify that we receive income in respect of such Flow/Flows*, but are not the Lead Operator for it/any of them*.

Terms defined in the Agreement have the same meaning in this letter.

Yours faithfully

on behalf of
[NAME OF **OPERATOR** REQUESTING THE CHANGE]+

\+ Complete as appropriate
* Delete as appropriate

SCHEDULE 11

FORM OF NOTICE TO BE GIVEN BY A NEW LEAD OPERATOR TO THE RSP IN RESPECT OF A CHANGE OF LEAD OPERATOR

[On the letterhead of the new **Lead Operator**]

Rail Settlement Plan Limited
Fares Production
Sema Group UK Ltd
Fulcrum House
2 Killick Street
London N1 9AZ
Attention: [ ]+ [Date]+

Dear Sirs

NOTICE OF CHANGE OF LEAD OPERATOR

Pursuant to Clause 4-28 of the Ticketing and Settlement Agreement dated 23 July 1995 between Rail Settlement Plan Limited and the Operators named in it (the "Agreement") we have has been appointed as the Lead Operator for the following Flow/Flows* in place of the previous Lead Operator/Lead Operators*:-

[DETAILS OF **FLOW(S)**]+

This change was made pursuant to an agreement reached between [NAME OF **OPERATORS**]+/an order made under the ATOC Dispute Resolution Rules* on [ ]+. A copy of the [order] [written agreement]+ is enclosed.

Terms defined in the Agreement have the same meaning in this letter.

Yours faithfully

on behalf of
[NAME OF NEW **LEAD OPERATOR**]+

(+ Complete as appropriate
* Delete as appropriate)

SCHEDULE 12

STAFF TRAVEL DISCOUNT CARDS

Document	Issuing Organisation(s)	Further documents
1 Staff Travel Card (BR 6592)	The British Railways Board Railtrack PLC EPS	A photo identity card issued by that organisation
2 Privilege Ticket Identity Card (BR6599/51-4)	The British Railways Board Isle of Man Steam Packet Stena Sealink (UK) Limited Associated British Ports Forth Ports Plc Tees and Hartlepool Ports Authority British Waterways Board National Carriers Limited National Freight Corporation	A photo identity card issued by that organisation
3 Reduced Rate Identity Card (BR6599/ 55-6)	The British Railways Board	A passport
4 Privilege Travel Card	B&I Line Limited	
5 Privilege Ticket Identity Card	Caledonian MacBrayne Limited	A photocard issued by that organisation
6 Privilege Ticket Identity Card	Coras Iomcair Eireann	

7 Privilege Ticket Authority Card	**TTL**	A photocard issued by that organisation
8 A Staff Travel Card	Northern Ireland Railways	An identity pass issued by that organisation
9 An International Reduced Rate Card (BR 2059-/1)	A member of Groupement pour les facilites de Circulation Internationales des Chemis de Fer (Groupement FIP)/ Vereinigung fÀr die Internationale FahrvergÀnstigungen des Eisen bahnpersonals (Vereinigung FIP)	A passport
10 Application for a Privilege Season Ticket (BR 87150)	The British Railways Board **TTL** Stena Sealink (UK) Limited Railtrack PLC EPS Associated British Ports British Waterways Board Forth Ports Plc National Carriers Limited National Freight Corporation Tees and Hartlepool Ports Authority Parties to the Privilege Ticket Exchange Arrangements	

Note: a photo identity card or, as the case may be, a photocard is not required for dependent **Children** or active staff. Nor is it required for retired staff of the organisation which issued the document or their spouses, widow(er)s and dependant **Children**.

SCHEDULE 13

PART I: PERMANENT FARE NAMES

1.1 First Class
Executive
Single
Return
Child/Children

1.2 Day
Weekend

1.3 7 Day Season
Weekly Season
Monthly Season
Quarterly Season
Annual Season

1.4 Sleeper

1.5 Cheap Day
Saver
Super Saver
AwayBreak (registered trade mark no. 1363335 in class 39 for passenger transportation services included in that class)
StayAway
Weekend First
High Saver
Low Saver
Group Save

1.6 Apex
Apex First

Super Apex
Leisure First
London Day Out
Advance
Advance Return
Super Advance

1.7 Ranger
Rover

PART II: DISCOUNT CARD NAMES

Disabled Person's Railcard

Family Railcard

HM Forces Railcard

Network Railcard

Senior Railcard

Student Railcard

Young Person's Railcard

PART III: OTHER MARKS

Capitalcard (registered trade mark no 1227887 in class 16 for paper goods included in that class; registered trade mark no 1485948 in class 39 for passenger transportation services included in that class)

Crazy Apex
Rail Air
The Shakespeare Connection
Daypex
Unizone
Go French
Take Off
All other trade and service marks trading names owned or controlled by the **RSP**.

SCHEDULE 14

USER RULES FOR EXISTING FARE NAMES AND DISCOUNT CARD NAMES

PART I: FARES

1 General Marks

1.1 The **Operators** may only use the **Marks** set out in paragraph 1.1 in Part 1 of Schedule 13 on the basis of the following rules.

1.2 The **Marks** "First Class" and/or "Executive" may only be used in relation to **Fares** that entitle the **Purchasers** of them to travel in first class as well as standard class accommodation.

1.3 The **Mark** "Single" may only be used in relation to **Fares** that are valid for one journey in the direction shown on the related **Ticket**. The journey must commence on the date shown on the **Ticket** or, on the following day, before 0230. The journey may be completed after this period provided that it is not broken.

1.4 The **Mark** "Return" may only be used in relation to **Fares** that are valid for one outward journey and one return journey in the directions shown on the related **Ticket**. Travel must be completed within one calendar month of the date shown on the **Ticket**. The **Ticket** must not be valid for the outward journey if the return journey has been wholly or partly completed before it.

1.5 The **Marks** "Child" or "Children" may only be used in relation to **Fares** that are to be **Sold** to **Children** at less than or equal to 50 per cent. of the adult rate and are available to **Children** in the following categories:-

(a) for all journeys, **Children** aged 5 to 15 years inclusive; and

(b) for journeys made under "Group Travel" conditions **Children** aged 5 to 17 years inclusive.

2 Period Marks

2.1 The **Operators** may only use the **Marks** set out in paragraph 1.2 in Part 1 of Schedule 13 on the basis of the following rules.

2.2 The **Mark** "Day" may only be used in relation to **Fares** that are valid for outward travel and return travel on the date shown on the related **Ticket** or, on the following day, before 0230. The journey may be completed after this time provided that it is not broken.

2.3 The **Mark** "Weekend" may only be used in relation to **Fares** that are valid for journeys commencing on or after 2200 on Friday and before 0230 on the following Monday. The journey may be completed after this period provided that it is not broken.

3 Season Ticket Marks

3.1 The Operators may only use the **Marks** set out in paragraph 1.3 of Part 1 of Schedule 13 on the basis of the following rules.

3.2 The **Mark** "7 Day Season" may only be used in relation to **Fares** that are valid for travel on the seven consecutive days up to and including the expiry shown on the related **Ticket**.

3.3 The **Mark** "Weekly Season" may only be used in relation to **Fares** that are valid for travel commencing on a Sunday with expiry on the following Saturday.

3.4 The **Mark** "Monthly Season" may only be used in relation to **Fares** that are valid for travel for one calendar month up to and including the expiry date shown on the related **Ticket**.

3.5 The **Mark** "Quarterly Season" may only be used in relation to **Fares** that are valid for travel for three calendar months up to and including the expiry date shown on the related **Ticket**.

3.6 The **Mark** "Annual Season" may only be used in relation to **Fares** that are valid for travel for 12 calendar months up to and including the expiry date shown on the related **Ticket**.

4 **Miscellaneous Marks**

4.1 The Operators may only use the **Marks** set out in paragraph 1.4 in Part 1 of Schedule 13 on the basis the following rules.

4.2 The **Mark** "Sleeper" may only be used in relation to **Fares** that entitle the **Purchasers** of them to travel in a sleeping berth.

4.3 The **Mark** "InterCity" and its associated logos and livery may be used only by those **Operators** which are parties to an InterCity Brand User Agreement with OQS Brand Limited. The use of that **Mark** is governed by the provisions of that agreement.

5 **Specific Marks**

5.1 The **Operators** may only use the **Marks** set out in paragraph 1.5 in Part 1 of Schedule 13 on the basis of the following rules. In addition, the Marks referred to in paragraphs 5.2, 5.3 and 5.4 below must be **Sold** for less than the standard open, single or return **Fare** available at time for that **Flow**.

5.2 The **Mark** "Cheap Day" may only be used in relation to **Fares** that are valid for travel on the date shown on the related **Ticket** or on the following day before 0230. The journey may be completed after this period provided that it is not broken. The validity of such **Fares** may also be restricted to particular times or particular trains for both the outward and return journeys.

5.3 The **Mark** "Saver" may only be used in relation to **Fares** that are valid for outward travel on the date shown on the related **Ticket**. The return journey must be completed within one calendar month of the date shown on the related **Ticket**.

5.4 The **Mark** "Super Saver" may only be used in relation to **Fares** that are valid for outward travel on the date shown on the related **Ticket**. The return journey must be completed within one calendar month. In addition, the **Fares** in relation to which this **Mark** is used may not be valid for travel on any Friday after 0230 or on any other "peak" day specified from time to time by the ATOC **Products and Distribution Group** established under the constitution of **ATOC** or for journeys commencing before 0230 on the day after such a "peak" day. The **Price** of a “SuperSaver” **Fare** may not exceed the **Price** of a “Saver" **Fare Created** in respect of the same **Flow** unless that “Saver" **Fare** is to be discontinued before the “SuperSaver” is offered for **Sale**.

5.5 The **Mark** "AwayBreak" may only be used in relation to **Fares** that are valid for outward travel on the date shown on the related Ticket. The return journey must be completed within five days of the outward journey.

5.6 The **Mark** "StayAway" tickets may only be used on or in relation to **Fares** that are valid for outward travel on the date shown on the related **Ticket**. A return journey must be completed within one calendar month of the outward journey.

5.7 The **Mark** "Weekend First" may only be used in relation to **Fares** that entitle the purchaser to travel on Fridays, Saturdays, Sundays and Bank Holidays, the 24th to the 31st December inclusive or other holiday or event periods defined by the **Sponsoring Operator** and any days specified by the **Ticketing and Settlement Scheme Council** or its delegate in selected First Class accommodation provided that the **Purchaser** already holds a **Fare** valid for the journey being made.

5.8 The **Mark** "High Saver" may only be used in relation to **Fares** linked to international **Fares** that are valid for outward travel on the date shown on the related **Ticket** or the following two days. The return journey must be completed within one calendar month of the outward journey.

5.9 The **Mark** "Low Saver" may only be used in relation to **Fares** linked to international **Fares** that are valid for outward travel on the date shown on the **Ticket** or the following two dates, provided that these are also advertised as "Off Peak" days. The return journey must be completed within one calendar month, advertised as an “Off Peak" day, of the outward journey.

5.10 The **Mark** "Group Save" may only be used in relation to discounts applied to the prices of the following **Fares: “**Cheap Day Single”, **“**Cheap Day Return”, “Saver”, “Super Saver”, “Network AwayBreak”, “Network StayAway and “One Day Travelcard” **Sold** to groups of 3 or 4 **Adults** travelling together.

6 Advance Purchase Marks

6.1 The **Operators** may only use the **Marks** set out in paragraph 1.6 in Part 1 of Schedule 13 subject to the following rules.

6.2 These **Marks** are only to be used in relation to **Fares** that may only be **Purchased** before the departure of the train for which the **Fare** is valid, or where the **Fare** includes travel on more than one train, the first train for which the **Fare** is valid. Unless otherwise stated, validity for outward and return travel must be restricted to the dates shown on the related **Ticket** and a **Reservation** must be **Purchased** in respect of at least part of the outward and return journeys. No break of journey is permitted and special refund and upgrade arrangements apply.

6.3 The **Mark** "Apex" may only be used in relation to **Fares** which must be purchased at least seven days before travel. No **Child**, **Discount Card** or Group Travel discounts are available.

6.4 The **Mark** "Apex First" may only be used in relation to **Fares** which must be purchased seven days before travel in First Class accommodation. The return journey must be completed within one calendar month from the date of the outward travel. **Discount Card** discounts are not available to holders of the **Young Persons' Discount Card**, the Family Discount Card**,** the HM Forces Discount Card or in respect of Group Travel.

6.5 The **Mark** "Super Apex" may only be used in relation to **Fares** which must be purchased at least 14 days before travel. No **Child**, **Discount Card** or Group Travel discounts are available. No refunds or excess arrangements apply.

6.6 The **Mark** "Leisure First" may only be used in relation to **Fares** which must be purchased before 1800 hours on the day before the date of travel. The return journey must be completed within one calendar month from the date of outward travel. Discounts are not available to holders of the **Young Persons' Discount Card**, the Family Discount Card, the HM Forces Discount Card or in respect of Group Travel.

6.7 The **Mark** "London Day Out" may only be used in relation to **Fares** for outward travel and return travel on the date shown on the **Ticket** and before 02.30 the following day. The return journey is not restricted. No discounts are available to holders of the **Young Persons' Discount Card**, the Family Discount Card, the HM Forces Discount Card or in respect of Group Travel. Unlimited travel on London Transport and other **Operators**' services within **Zone** 1 is available.

6.8 The **Mark** "Advance" may only be used in relation to **Fares** which must be purchased in advance to travel at a discount on specific trains.

6.9 The **Mark** "Advance Return" may only be used in relation to **Fares** which must be purchased in advance to travel at a discount on specific trains. The return journey must be completed within one calendar month of the outward journey provided that it is on the date and train shown on the **Ticket**.

6.10 The **Mark** "Super Advance" may only be used in relation to **Fares** which must be purchased at a discount before 18.00 on the day before outward travel. The return must be completed within one calendar month of the outward journey provided that it is on the date and train shown on the ticket only.

7 Leisure Pass Marks

7.1 The **Operators** may only use the **Marks** set out in paragraph 1.7 Part 1 of Schedule 13 subject to the rules in 8.2 and 8.3 below.

7.2 The **Mark** "Ranger" may only be used in relation to **Fares** which are available for one day for unlimited journeys within a specified geographical area.

7.3 The **Mark** "Rover" may only be used in relation to **Fares** which are available for a specified period for unlimited journeys within a specified geographical area.

PART II: DISCOUNT CARDS

1 The **Mark** "Disabled Persons Railcard" may only be used in relation to **Discount Cards** issued pursuant to and in accordance with the **Discount Card Agreement** listed in Schedule 39 with that **Mark** in its title.

2 The **Mark** "Family Railcard" may only be used in relation to **Discount Cards** issued pursuant to and in accordance with the **Discount Card Agreement** listed in Schedule 39 with that **Mark** in its title.

3 The **Mark** "H.M. Forces Railcard" may only be used in relation to **Discount Cards** issued pursuant to and in accordance with the **Discount Card Agreement** listed in Schedule 39 with that **Mark** in its title.

4 The **Mark** "Network Railcard" may only be used in relation to **Discount Cards** issued pursuant to and in accordance with the **Discount Card Agreement** known at the date at this **Agreement** as the "Network Card Scheme".

5 The **Mark** "Senior Railcard" may only be used in relation to **Discount Cards** issued pursuant to and in accordance with the **Discount Card Agreement** listed in Schedule 39 with that **Mark** in its title.

6 The **Marks** "Young Person's Railcard" and "Student Rail Card" may only be used in relation to **Discount Cards** issued pursuant to and in accordance with the **Discount Card Agreement** listed in Schedule 39 as the "Young Person's Railcard Scheme".

SCHEDULE 15

PART I: THE SOFTWARE

APCAP	APTIS/PORTIS Machine Data Capture Systems
APOLS	Aptis On-Line System for data communications
ATS	Agent Ticket Sales
CAPRI	Computer Accounting Direct Data Entry System (Function of APTIS)
FARES	Fares - part of CAPRI
FASTA	Control of Ticket Supplies to Travel Agents
IST	Inter-station Cash Transfers
MOIRA	Passenger Survey Data
ORCATS	OR Computer Allocation of Ticket Services
PLATO	Peak Loading Analysis of Timetable Options
PLACARD	Pre-process Credit Card Voucher
RBF	Passenger System (inward sales) to CAPRI
SCCS	Senior Conductor Count System
TAPSIS	Travel Agents Sales and Coding Structures
WARS	Warrant Travel System
COLOUR FACETS	New Generation Ticketing
QUICKHIT	Analysis of CRS and SCCS Data
RMS	Revenue Monitoring System
RMS(ScotRail)	Revenue Monitoring System (ScotRail)
FACETS	Booking Office System
CATE	Computer Aided Timetable Enquiries
CRS	Computer Reservation System

All other computer software owned by the **RSP**

PART II: THE COPYRIGHT WORKS

ITX Manual

National Fares Manuals

Network Card Map

NEWSRAIL Express

Passenger Instructions Manual

Passenger Sales Manual

Routeing Guide

Ticket Examiners Handbook

Travel Agents Manual

All copyright works (other than computer software) owned by the **RSP**

SCHEDULE 16

FORM OF NOTIFICATION OF AGREEMENT OF COMMISSION

[On the letterhead of the **Operators** which have agreed the commission]

Rail Settlement Plan Limited
Atos
Fares Production
4 Triton Square
Regents Place
London NW1 3HG

Attention: [ ]+ [Date]+

Dear Sirs

NOTICE OF AGREED COMMISSION

Pursuant to Clause 6-23(3) of the Ticketing and Settlement Agreement dated 23 July 1995 between Rail Settlement Plan Limited and the Operators named in it (the "Agreement") we hereby notify you that on [ ]+ the Operators named below agreed the following rates of commission (exclusive of any VAT):-

Person(s) to whom commission is to be payable	Person(s) by whom commission is payable	Location of Sale	Product sold	Rate of commission

Terms defined in the **Agreement** have the same meanings in this letter.

Yours faithfully

on behalf of
[NAME OF EACH PARTY WHICH HAS AGREED THE COMMISSION]+
(+ Complete as appropriate)

SCHEDULE 17

REGULATED STATIONS

Schedule 17 is circulated separately, but if you require a copy of this Schedule, it can be downloaded from the ATOC website by clicking on the following link

www.atoc.org/about-atoc/rail-settlement-plan/governance

SCHEDULE 18

RAIL PRODUCTS THAT CAN BE SOLD ON APTIS MACHINES

1. The operator of an **APTIS Machine** is able to issue **Tickets** for the following **Rail Products**:-

(a) **Fares** for journeys from that **Station** to all other destinations in Great Britain, Ireland and the Channel Islands which comprise any of the following:-

(i) day of travel ("walk-up") **Fares**;

(ii) Season **Ticket Fares** for one week or more;

(iii) **Fares** which are **Sold** more than one day in advance of the day of travel (subject to being able to **Sell** the related **Reservation**);

(iv) "Rover" and "Ranger" **Fares**;

(v) **Discount Cards**;

(vi) **Travelcards** and **Fares** to **TTL Stations**;

(b) the **Fares** referred to in paragraph (a) above for journeys between any Great Britain origin and destination, subject to having appropriate **Fares Manuals**, instructions and blank ticket stock.

2. The operator of an **APTIS Machine** is also able to issue **Duplicate Tickets** and **Reservation Vouchers** (subject, in the latter case, to being able to **Sell** the related **Reservation**).

3. Products for which **Tickets** cannot be issued on an **APTIS Machine** are those which are not designed to be issued on APTIS ticket stock, which include:-

(a) Eurostar products;

(b) meal vouchers for executive **Tickets** etc;

(c) scratch cards or certain **Passenger Transport Executive** multi-modal products.

SCHEDULE 19

RAIL PRODUCTS THAT CAN BE SOLD ON SPORTIS MACHINES

1. The operator of a **SPORTIS Machine** is able to issue **Tickets** for the following **Rail Products**:-

(a) **Fares** for journeys from that **Station** to all local destinations and most other destinations in Great Britain, subject to having appropriate **Fares Manuals**, instructions and the **Rail Products** being capable of being ticketed on SPORTIS ticket stock:-

(i) day of travel ("walk-up") **Fares**;

(ii) weekly **Season Ticket Fares**;

(iii) "Rover" and "Ranger" **Fares** (up to 28 day validity); and

(b) the **Fares** referred to in paragraph (a) above for journeys between any Great Britain origin and destination.

2. Products which cannot be issued are those which are not designed to be issued on SPORTIS ticket stock, which include:-

(i) **Season Ticket Fares** (with a validity of more than one week);

(ii) **Duplicate Tickets**;

(iii) **Fares** which are **Sold** more than one day in advance of the day of travel (subject to being able to **Sell** the related reservations);

(iv) **Discount Cards**;

(v) **Travelcards** and **Fares** to **TTL Stations**;

(vi) **Reservations**;

(vii) Eurostar products;

(viii) meal vouchers for executive **Fares** etc; and

(ix) scratch cards or certain **Passenger Transport Executive** multi-modal products.

SCHEDULE 20

THE BRITISH RAILWAY BOARD'S NOMINATED CREDIT CARDS

1. CREDIT CARD COMPANY: BARCLAYS BANK PLC **EXPIRY DATE OF AGREEMENT:** 1 November 1997

CREDIT CARD	ISSUER
MASTERCARD/EUROCHEQUE CARD	
Master/Euro	Allied Irish Banks
Master/Euro	Bank of Ireland
Master/Euro	Bank of Scotland
Master/Euro	Barclays Bank PLC
B/C Master	Barclays Bank PLC
Gold	Clydesdale Bank
Master/Euro	Clydesdale Bank
Standard	Clydesdale Bank
Business	Clydesdale Bank
Master/Euro	Coutts & Co
Signia	Coutts & Co
Master/Euro	First Data Re Eire
Master/Euro	Frizzell Banking Serv
Master/Euro	Girobank
GM Card Standard	HFC
Standard	Lloyds Bank
Master/Euro	Lloyds Bank
Gold	Lloyds Bank
Gold	MBNA
Standard	MBNA
Business	Midland Bank
Standard	Midland Bank
Arts	Midland Bank

CREDIT CARD ISSUER

MASTERCARD/EUROCHEQUE CARD Continued

Master/Euro	Midland Bank
Affinity	Midland Bank
Carecard	Midland Bank
Gold	Midland Bank
Master/Euro	Natwest Bank
Gold	Natwest Bank
Gold	Northern Bank
Standard	Northern Bank
Business	Northern Bank
Master/Euro	Northern Bank
Master/Euro	Royal Bank of Scotland
Gold	Royal Bank of Scotland
Standard	Royal Bank of Scotland
Business	Royal Bank of Scotland
Affinity	Royal Bank of Scotland
Master/Euro	Save & Prosper
Master/Euro	TSB Bank Ltd
Master/Euro	Ulster Bank

NB Master/Euro description has been used for Cards with no specific title.

CREDIT CARD ISSUER

VISA

United States of America

Visa	Amsouth Bank, NA, Birmingham, Alabama
Visa	South Trust Bank of Alabama, Birmingham, Alabama
Visa	National Processing Company, Phoenix Arizona

CREDIT CARD	ISSUER

VISA

United States of America - Continued

Visa	Western Savings & Loan, Phoenix, Arizona
Visa	American Express Company, Phoenix, Arizona
Visa	First National Bank of, Arizona, Phoenix, Arizona
Visa	National Processing Co, Phoenix, Arizona
Visa	Simmons First National Bank, Pine Bluff, Arkansas
Visa	Wells Fargo Bank, Concord, California
Visa	Bank of America, Pasadena, California
Visa	Visa USA INC - Western Ops, Centre, San Mateo, California
Visa	Bank of America, San Fransico, California
Visa	Bank of America Card Centre, Pasadena, California
Visa	Household Bank, Salinas, California
Visa	Security Pacific Bank NA, Brea, California
Visa	California First Bank, San Diego, California
Visa	First Interstate Services Co., El Segundo, California
Visa	Wells Fargo Bank, NA, Walnut Creek, California
Visa	Mechanics Bank, Hercules, California
Visa	Sumitomo Bank of Carolina, San Francisco, California
Visa	Chevron USA, Concord, California
Visa	Colorado National Bank, Denver, Colorado
Visa	Rocky Mountain Bankcard, Denver, Colorado
Visa	Plus Systems Inc., Denver, Colorado
Visa	Colorado National Bank, Denver, Colorado
Visa	Visa UK Inc., Mclean, Dist Colombia
Visa	The Bank of New York, Newark, Delaware
Visa	Corestates Bank, Wilmington, Delaware
Visa	Mellon Bank, Wilmington, Delaware
Visa	Chase Manhattan, Wilmington, Delaware
Visa	Nabanco, Ft Lauderdale, Florida
Visa	Nabanco, Sunrise, Florida

CREDIT CARD	ISSUER

VISA

United States of America - Continued

Visa	Citizens & Southern National Bank, St Petersburg, Florida
Visa	National Bacard Corp, (Nabanco) Fort Lauderdale, Florida
Visa	Nabanco/Georgia Federal Bank, Fort Lauderdale, Florida
Visa	Southeast Bank NA, Miami, Florida
Visa	First National Bank of Florida, Tampa, Florida
Visa	First Florida, Tampa, Florida
Visa	Telecredit Service Centre Inc, Tampa, Florida
Visa	National Data Corporation, Atlanta, Georgia
Visa	Total Systems, Inc, Columbus, Georgia
Visa	Wachovia, Atlanta, Georgia
Visa	Bancard Association of Hawaii, Honolulu, Hawaii
Visa	Computab Inc, Honolulu, Hawaii
Visa	Computer Systems International, Inc Honolulu, Hawaii
Visa	American Savings Bank, Honolulu, Hawaii
Visa	First Hawaiian Bank, Honolulu, Hawaii
Visa	Bank of Hawaii, Honolulu, Hawaii
Visa	Central Pacific Bank, Honolulu, Hawaii
Visa	West One, Boise, Idaho
Visa	Harris Trust, Buffalo Grove, Illinois
Visa	West Suburban Bank, Lombard, Illinois
Visa	Discover, Arlington Airlines, Illinois
Visa	FCC National Bank, Elgin, Illinois
Visa	Harris Trust & Savings Bank, Chicago, Illinois
Visa	Associates National Bank, South Bend, Indiana
Visa	Summit Bank, Fort Wayne, Indiana
Visa	Associates National Bank, South Bend, Indiana
Visa	Merchants National Bank, Indianapolis, Indiana
Visa	Indiana National Bank, Indianapolis, Indiana
Visa	Davenport B&T, Davenport, Iowa

CREDIT CARD	ISSUER

VISA

United States of America - Continued

Visa	J C Penney Company Inc, Lenexa, Kansas
Visa	Bank IV, Wichita, Kansas
Visa	Commerce Bank & Trust, Topeka, Kensas
Visa	First National Bank of Louisville, Louisville, Kentucky
Visa	First Security Natl Bank & Trust Company, Lexington, Kentucky
Visa	Citizens Fidelity Bank & Trust Company, Louisville, Kentucky
Visa	First National Bank of Commerce, New Orleans, Louisiana
Visa	Bank of Louisiana, New Orleans, Louisiana
Visa	Hancock Bank & Trust Baton Rouge, Louisiana
Visa	Citicorp, Hagerstown, Maryland
Visa	Standard Federal Bank, Troy, Michigan
Visa	Computer Communications of America, Troy, Michigan
Visa	Security Bank & Trust Company, Southgate, Michigan
Visa	First Bank System Card Service, Minneapolis, Minnesota
Visa	First National Bank of Minneapolis, Minneapolis, Minnesota
Visa	Credit Systems Inc, St Louis, Missouri
Visa	First Data Resources, Omaha Nebraska
Visa	First National Bank of Omaha, Nebraska
Visa	J C Penney Company Inc, Reno, Nevada
Visa	Bank of New Hampshire NA, Manchester, New Hampshire
Visa	Merrill Lynch Bank and Trust Company, Somerset, New Jersey
Visa	Sun West Bank, Albuquerque, New Mexico
Visa	Citicorp Credit Services Inc, Melville, New York
Visa	The Chase Manhatten Bank NA, New Hyde Park, New York
Visa	Chase Lincoln First Bank, Rochester, New York
Visa	Glens Falls National Bank & Trust Company, Glen Falls, New York
Visa	Marine Midland Bank NA, Buffalo, New York
Visa	Manufacturers & Traders Trust Company, Buffalo, New York
Visa	First National Bank of Glens Falls, Glen Falls, New York

CREDIT CARD ISSUER

VISA

United States of America - Continued

Visa	Dime Savings Bank of New York, Valley Stream, New York
Visa	Atlantic States Bankcard Association, Raleigh, North Carolina
Visa	First Union Bank of North Carolina, Charlotte, Carolina
Visa	J C Penney Company Inc, Columbus, Ohio
Visa	The Central Trust Company NA, Cincinnati, Ohio
Visa	Bancohio National Bank, Columbus, Ohio
Visa	Bank One of Columbus, NA, Columbus, Ohio
Visa	The Fifth Third Bank, Cincinnati, Ohio
Visa	First National Bank Ohio, Akron, Ohio
Visa	Electronic Data Systems, Westlake, Ohio
Visa	US National Bank of Oregon, Portland, Oregon
Visa	Meridian Bank, Reading, Pennsylvania
Visa	Pittsburgh National Bank, Pittsburgh, Pennsylvania
Visa	Mellon Bank West, Pittsburgh, Pennsylvania
Visa	Mellon Bank, Pittsburgh, Pennsylvania USA
Visa	The Southern Carolina National Bank, Columbia, South Carolina
Visa	Citibank (South Dakota) NA, Sioux Falls, South Dakota
Visa	Union Planters National Bank, Memphis, Tenessee
Visa	EFS, Inc, Memphis, Tenessee
Visa	J C Penney Company Inc, Dallas, Texas
Visa	First Independant Computers, Inc, Abilene Texas
Visa	South Western States Bankcard, Association, Dallas, Texas
Visa	First Security Bank of Utah NA, Salt Lake City, Utah
Visa	Vermont National Bank, Bratytleboro, Vermont
Visa	Signet Bank, Richmond, Virginia
Visa	Dominion Bankshares, Roanoake, Virginia
Visa	Data Capture - Eastern Operations, Centre, Mclean, Virginia
Visa	Security Pacific Bank NA, Seattle, Washington
Visa	Puget Sound National Bank, Tacoma, Washington

CREDIT CARD	ISSUER

VISA

United States of America - Continued

Visa	Seattle First National Bank, Seattle, Washington
Visa	Washington Trust Bank, Spokane, Washington
Visa	First Wisconsin National Bank, Milwaukee, Wisconsin

CREDIT CARD	ISSUER

VISA

Worldwide (Other than America)

Visa	Credit Populaire D'Algerie, Algiers, Algeria
Visa	Credit Andorra, St Julia, Andorra
Visa	Visa Argentina, Buenos Aires, Argentina
Visa	Banco De La Provincia De Buenos Aires, Buenos Aires, Argentina
Visa	Citibank Australia, Melbourne, Australia
Visa	NAB, Melbourne, Australia
Visa	Bank of Melbourne, Victoria, Australia
Visa	Challenge, Perth, Australia
Visa	Town & Country, Perth, Australia
Visa	Cardlink, Sydney, Australia
Visa	SBV, Victoria, Australia
Visa	R&I Bank, Perth, Australia
Visa	ANZ, Melbourne, Australia
Visa	BQLD, Brisbane, Australia
Visa	EFTEL, Sydney, Australia
Visa	Westpac, Sydney, Australia

CREDIT CARD	ISSUER

VISA

Worldwide (Other than America) Continued

Visa	CC(ATM), Sydney, Australia
Visa	SBN, Sydney, Australia
Visa	Macquarie, Sydney, Australia
Visa	Visa Austria, Vienna, Austria
Visa	National Bank of Bahrain, Bahrain, Bahrain
Visa	ARAB Financial, Manama, Bahrain
Visa	Grindlays Bank Plc, Dhaka, Bangladesh
Visa	Royal Bank of Canada, Bridgetown, Barbados
Visa	Barclays Bank Plc, Bridgetown, Barbados
Visa	Bank Card Company, Brussels, Belguim
Visa	Europabank, Gent, Belguim
Visa	Citibank Belguim, Brussels, Belguim
Visa	Banco Popular Del Peru, La Paz, Bolivia
Visa	ATC SA, La Paz, Bolivia
Visa	Banco Do Brasil, Rio De Janeiro, Brazil
Visa	Banco National, Rio De Janeiro, Brazil
Visa	Banco De Credito Real De Minas Gerais, Brazil
Visa	Banco Bradesco SA, Sao Paulo, Brazil
Visa	Canadian Imperial Bank of Commerce, Toronto, Canada
Visa	The Royal Bank of Canada, Montreal, Canada
Visa	The Royal Bank of Canada, Toronto, Canada
Visa	The Royal Bank of Canada - Western, Vancouver, Canada
Visa	The Toronto-Dominion Bank, Toronto, Canada
Visa	Confederation, Des Caisses Populaires, Montreal, Canada
Visa	The Bank of Nova Scotia, Scarborough, Canada
Visa	Laurentian Bank of Canada, Montreal, Canada
Visa	The Royal Bank of Canada, Montreal, Canada
Visa	Citibank, Toronto, Canada
Visa	Bancard SA, Santiago, Chile

CREDIT CARD ISSUER

VISA

Worldwide (Other than America) Continued

Visa	Tarjetas De Chile, Santiago, Chile
Visa	Sociedad Interbancaria, Santiago, Chile
Visa	Visa Colombia, Bogota, Colombia
Visa	Commercial International Bank & Trust, San Jose, Costa Rica
Visa	Credomatic of Florida, San Jose, Costa Rica
Visa	Banco Credito Agricola de Cartago, San Jose, Costa Rica
Visa	Vales Intercontinentales SA, San Jose, Costa Rica
Visa	Banco Popular Y De Desarrollo, Comanal, San Jose, Costa Rica
Visa	Banco Nacional De Costa Rica, San Jose, Costa Rica
Visa	Joint Credit Company, Nicosia, Cyprus
Visa	Zivnostencka Banka, Prague, Czechoslovakia
Visa	Visa Credit Card Denmark, APS, Copenhagen, Denmark
Visa	Banco Espanol, Santo Domingo, Dominican Republic
Visa	Banco Dominicano Del Progreso, Santo Domingo, Dominica Rep.
Visa	Banco Panamericano, Santo Domingo, Dominican Rep.
Visa	Banco Del Caribe Dominicano, Santo Domingo, Dominican Rep.
Visa	Banco Merchantil, Santo Domingo, Dominican Rep.
Visa	Banco Nacional De Credito, Santo Domingo, Dominican Rep.
Visa	Banco Popular Dominicano, Santo Domingo, Dominican Rep.
Visa	Banco De Los Andes, Quito, Ecuador
Visa	Filanbanco, Guay Aquil, Ecuador
Visa	Banco Del Austro, SA, Cuenca, Ecuador
Visa	Banco De Guay Aquil SA, Guay Aquil, Ecuador
Visa	Arab African International Bank, Cairo, Egypt
Visa	Bank of America, Cairo, Egypt
Visa	National Irish Bank Ltd, Dublin, Ireland
Visa	Banco La Previsora, Guay Aquil, Ecuador
Visa	Banco Bolivariano, Guay Aquil, Ecuador
Visa	Luottokunta, Helsinki, Finland

CREDIT CARD ISSUER

VISA

Worldwide (Other than America) Continued

Visa	Groupement Carte Bleue, Paris, France
Visa	Citibank Privatkunden AG, Frankfurt, Germany
Visa	Sparkasse Der Stadt, Berlin, Germany
Visa	Service Bank, KÓln, Germany
Visa	Saar Bank, Saarbrucken, Germany
Visa	Banco De Santander, Frankfurt, Germany
Visa	Landesgirokasse, Stuttgart, Germany
Visa	Quellebank, Nuerenberg, Germany
Visa	Jyske Bank Ltd, Gibraltar, Gibraltar
Visa	Credit Bank, Athens, Greece
Visa	Ionian and Popular Bank of Greece, Piraeus, Greece
Visa	Citibank, Athens, Greece
Visa	Commercial Bank of Greece, Athens, Greece
Visa	Xios Bank, Athens, Greece
Visa	Contecnica, SA, Guatemala City, Guatemala
Visa	Multicredit, SA, Guatemala City, Guatemala
Visa	Continental De Creditos, Guatemala Ciudad, Guatemala
Visa	Valores Internacionales SA, Guatemala City, Guatemala
Visa	Sogebank, Port-au-Prince, Haiti
Visa	VSB International, Amdsterdam, Holland
Visa	Ventas Internacionales, SA De C V, Tegucigalpa, Honduras
Visa	International Bank of Asia Ltd, Hong Kong, Hong Kong
Visa	The Chase Manhattan Bank, NA, Hong Kong, Hong Kong
Visa	Standard Chartered Bank, Hong Kong, Hong Kong
Visa	Bank of Credit & Commerce, Hong Kong, Hong Kong
Visa	Banque Nationale de Paris, Hong Kong, Hong Kong
Visa	Shanghai Commercial Bank, Kowloon, Hong Kong
Visa	Hang Seng Bank Ltd, Kowloon, Hong Kong
Visa	Nanyang Credit Card, Hong Kong, Hong Kong

CREDIT CARD ISSUER

VISA

Worldwide (Other than America) Continued

Visa	The Bank of East Asia Ltd, Hong Kong, Hong Kong
Visa	The Hong Kong & Shanghai Bank Corp., Hong Kong, Hong Kong
Visa	OTB International Credit Card Company Ltd, Hong Kong, Hong Kong
Visa	The Hong Kong & Shanghai Banking Corp., Kowloon, Hong Kong
Visa	Citibank Card Centre, Hong Kong, Hong Kong
Visa	Ibusz Bank, Budapest, Hungary
Visa	Hungarian Foreign Trade Bank, Budapest, Hungary
Visa	Visa Iceland, Reykjavik, Iceland
Visa	Andra Bank Ltd, Andra Pradesh, India
Visa	Bank of America, Bombay, India
Visa	Canara Bank, Bangalore, India
Visa	Central Bank of India, Bombay, India
Visa	Grindlays Bank PLC, Bombay, India
Visa	Nepal Grindlays Bank Ltd, Nepal, India
Visa	Bank of Baroda, Bombay, India
Visa	Bank of America, Jakarta, Indonesia
Visa	Bank Duta, Jakarta, Indonesia
Visa	Citibank Card Centre, Jakarta, Indonesia
Visa	Bank Bali Card Center, Jakarta, Indonesia
Visa	Bank Central Asia, Jakarta, Indonesia
Visa	Bank International, Jakarta, Indonesia
Visa	Allied Irish Bank, Dublin, Ireland
Visa	Agricultural Credit Corp., Dublin, Ireland
Visa	Bank of Ireland, Dublin, Ireland
Visa	Allied Irish Banks Ltd, Dublin, Ireland
Visa	Israel Credit Cards Ltd, Tel Aviv, Israel
Visa	Bank Hapoalim, Tel Aviv, Israel
Visa	Servizi Interbancari, Milan, Italy
Visa	Banec Unicard, Milan, Italy

CREDIT CARD ISSUER

VISA

Worldwide (Other than America) Continued

Visa	Banca Nazionale Del Lavoro, Rome, Italy
Visa	Banca D'America E D'Italia, Milano, Italy
Visa	National Commercial Bank, Kingston, Jamaica
Visa	Jamaican Citizens Bank, Kingston, Jamaica
Visa	Regional Banks Association of Japan, Tokyo, Japan
Visa	DC Card Company Ltd, Tokyo, Japan
Visa	Seibu Credit Company Ltd, Tokyo, Japan
Visa	Union Credit Company Ltd, Tokyo, Japan
Visa	Kyodo Credit Service Company Ltd, Tokyo, Japan
Visa	The Fujian Credit Ltd, Tokyo, Japan
Visa	Daiei Finance Inc, Tokyo, Japan
Visa	Visa Japan Association, Tokyo, Japan
Visa	Tokyo Credit Services Company Ltd, Tokyo, Japan
Visa	Sumishin Card Company Ltd, Tokyo, Japan
Visa	Kyowa Credit Service Company Ltd, Tokyo, Japan
Visa	Nippon Shinpan Company Ltd, Tokyo, Japan
Visa	Sumitomo Credit Service Copmany Ltd, Osaka, Japan
Visa	Hokuriju Credit Service Company Ltd, Osaka, Japan
Visa	The Kyushu Credit Service Company Ltd, Fukuoka, Japan
Visa	Million Card Service Company Ltd, Nagoya, Japan
Visa	Barclay Bank, Nairobi, Kenya
Visa	BC Card Company, Seoul, Korea
Visa	Burgan Bank, Safat, Kuwait
Visa	Sistemas Internacionales, SA De C V, San Salvador, El Salvador
Visa	Banque UCL, Luxembourg, Luxembourg
Visa	Credit European SA, Luxembourg, Luxembourg
Visa	Banque Invik SA, Bertrange, Luxembourg
Visa	PTT, Luxembourg, Luxembourg
Visa	B S V Luxembourg, Luxembourg, Luxembourg

CREDIT CARD ISSUER

VISA

Worldwide (Other than America) Continued

Visa	Banque Invik SA, Luxembourg, Luxembourg
Visa	The Hong Kong & Shanghai Banking Corp., Macau, Macau
Visa	Malayan Banking Berhad, Kuala Lumpur, Malaysia
Visa	Overseas Chinese Banking Corp., Kuala Lumpur, Malaysia
Visa	Standard Chartered Bank, Kuala Lumpur, Malaysia
Visa	Ching Khian Bank, Kuala Lumpur, Malaysia
Visa	Bank Bumiputra, Kuala Lumpur, Malaysia
Visa	Bank Simpanan Nasional, Kuala Lumpur, Malaysia
Visa	Public Bank, Berhad, Malaysia
Visa	Citibank, Kuala Lumpur, Malaysia
Visa	Southern Bank Berhad, Kuala Lumpur, Malaysia
Visa	The Hong Kong & Shanghai Banking Corp., Kuala Lumpur, Malaysia
Visa	Mid-Med Bank Ltd, Qormi, Malta
Visa	Bank of Valletta Ltd, Msida, Malta
Visa	State Commercial Bank, Port Louis, Mauritius
Visa	Barclay Bank, Port Louis, Mauritius
Visa	The Mauritius Commercial Bank, Port Louis, Mauritius
Visa	Banco Nacional De Mexico, Mexico DF, Mexico
Visa	Bancomer S N C, Mexico DF, Mexico
Visa	P R O S A, Mexico DF, Mexico
Visa	P R O S A, Mexico City, Mexico
Visa	Credit Du Maroc, Casablanca, Morocco
Visa	Banque Morocaine Du Commerce Exterieur, Casablanca, Morocco
Visa	Banque Commercial Du Maroc, Casablanca, Morocco
Visa	Societe Generale Marolaine De Banques, Casablanca, Morocco
Visa	Societe Interbank, Casablanca, Morocco
Visa	Wafabank, Casablanca, Morocco
Visa	Banque Centrale Populaire, Casablanca, Morocco
Visa	Banque Morocaine Pour Le Commerce & L'ind, Casablanca, Morocco

CREDIT CARD ISSUER

VISA

Worldwide (Other than America) Continued

Visa	NZI Bank Ltd, Auckland, New Zealand
Visa	ASB Bank, Auckland, New Zealand
Visa	Westpal, Wellington, New Zealand
Visa	Trust Bank New Zealand Ltd, Christchurch, New Zealand
Visa	The National Bank of New Zealand, Wellington, New Zealand
Visa	Bank of New Zealand, Wellington, New Zealand
Visa	Northern Bank Ltd, Belfast, Northern Ireland
Visa	Visa Norge A/S, Oslo, Norway
Visa	Oman International Bank, Muscat, Oman
Visa	Bank of America, Karachi, Pakistan
Visa	Chase Credit Card Center, Panama City, Panama
Visa	Banco Del Istmo, El Dorado, Panama
Visa	Lloyds Bank, Asuncion, Paraguay
Visa	Banco Union SA, Asuncion, Paraguay
Visa	Banco De Credito Del Peru, Lima, Peru
Visa	Banco Popular Del Peru, Lima, Peru
Visa	Interbanc, Lima, Peru
Visa	Banco De Credito Del Peru, Lima, Peru
Visa	Bank of America, Manila, Philippines
Visa	Citibank NA, Makati, Philippines
Visa	The Hong Kong & Shanghai Banking Corp., Manila, Philippines
Visa	Equitable Banking Corp., Manila, Philippines
Visa	Unicre Caryao Intl De Credito Sarl, Lisbon, Portugal
Visa	Banco Commercial Portuguese, Porto, Portugal
Visa	Banco Pinto Y Sotto Mayor, Lisbon, Portugal
Visa	Citibank NA, San Juan, Puerto Rico
Visa	General Computer Corporation, San Juan, Puerto Rico
Visa	Banco Popular De Puerto Rico, San Juan, Puerto Rico
Visa	Citibank NA Puerto Rico, Hato Rey, Puerto Rico

CREDIT CARD ISSUER

VISA

Worldwide (Other than America) Continued

Visa	Qatar National Bank, Doha, Quatar
Visa	Credobank, Moscow, Russia
Visa	Saudi American Bank, Riyadh, Saudi Arabia
Visa	Saudi French Bank, Jeddah, Saudi Arabia
Visa	Saudi British Bank, Riyadh, Saudi Arabia
Visa	Saudi Cairo Bank, Jeddah, Saudi Arabia
Visa	Al Rajhi Banking & Investment Corp., Riyadh, Saudi Arabia
Visa	Royal Bank of Scotland, Edinburgh, Scotland
Visa	Clydesdale Bank, Glasgow, Scotland
Visa	Bank of Scotland, Fife, Scotland
Visa	Malayan Bank Berhad, Singapore, Singapore
Visa	Overseas Chinese Banking Corp., Singapore, Singapore
Visa	Standard Chartered Bank, Singapore, Singapore
Visa	United Overseas Bank Ltd, Singapore, Singapore
Visa	Citibank, Singapore, Singapore
Visa	The Hong Kong & Shanghai Banking Corp., Singapore, Singapore
Visa	DBS Card Centre PTE Ltd, Singapore, Singapore
Visa	Banque National de Paris, Singapore, Singapore
Visa	Banque Francaise Du Commerce, Singapore, Singapore
Visa	The Hong Kong & Shanghai Banking Corp., Singapore, Singapore
Visa	The Chase Manhattan Bank NA, Singapore, Singapore
Visa	The Standard Bank of South Africa, Marshaltown, South Africa
Visa	Volkskas Ltd, Pretoria, South Africa
Visa	First National Bank of South Africa, Johannesburg, South Africa
Visa	Nedbank Ltd, Johannesburg, South Africa
Visa	Bank of America, Seoul, South Korea
Visa	Korea Exchange Bank, Seoul, South Korea
Visa	The CNB Credit Card Company Ltd, Seoul, South Korea
Visa	KLB Credit Card Company Ltd, Seoul, South Korea

CREDIT CARD ISSUER

VISA

Worldwide (Other than America) Continued

Visa	Citibank NA, Madrid, Spain
Visa	Visa Espana, Madrid, Spain
Visa	Banco De Sabadell, Barcelona, Spain
Visa	Sistema 4B S A, Madrid, Spain
Visa	Bank of Ceylon, Colombo, Sri Lanka
Visa	The Hong Kong & Shanghai Banking Corp., Colombo, Sri Lanka
Visa	National Bank of Sudan, Khartoum, Sudan
Visa	Visa Sweden, Stockholm, Sweden
Visa	Kortbetalning Servo AB, Stockholm, Sweden
Visa	Bank Finalba AG Visa Centre, Zurich, Switzerland
Visa	Corner Banca SA, Lugano, Switzerland
Visa	The Hong Kong & Shanghai Banking Corp., Taipei, Taiwan
Visa	National Credit Card, Taipei, Taiwan
Visa	Taiwan Credit Card Centre, Taipei, Taiwan
Visa	Bank of America, Bangkok, Thailand
Visa	Krung Thai Bank, Bangkok, Thailand
Visa	Bangkok Metropolitan Bank, Bangkok, Thailand
Visa	The Union Bank of Bangkok Ltd, Bangkok, Thailand
Visa	The Bangkok Bank Ltd, Bangkok, Thailand
Visa	Siam Commercial Bank Ltd, Bangkok, Thailand
Visa	Citibank N A, Bangkok, Thailand
Visa	Bank of Ayudhya Ltd, Ayudhya, Thailand
Visa	Thai Military Bank, Bangkok, Thailand
Visa	Thai Farmers Bank, Bangkok, Thailand
Visa	Siam City Bank Ltd, Bangkok, Thailand
Visa	First Bangkok City Bank, Bangkok, Thailand
Visa	Republic Bank of Trinidad & Tobago Ltd, Port of Spain, Trinidad
Visa	Royal Bank of Trinidad & Tobago, Port of Spain, Trinidad
Visa	Tunis International Bank, Tunis, Tunisia

CREDIT CARD ISSUER

VISA

Worldwide (Other than America) Continued

Visa	Banque Du Sud, Tunis-Belvedere, Tunisia
Visa	Banque De Tunisie, Tunis, Tunisia
Visa	Biat, Tunis, Tunisia
Visa	Banque National Agricole, Tunis, Tunisia
Visa	Arag Tunisian Bank, Tunis, Tunisia
Visa	Credit Foncier et Commercial De Tunisie, Tunis, Tunisia
Visa	U B C I, Tunis, Tunisia
Visa	Societe Turisierre De Barque, Tunis, Tunisia
Visa	Turkiye Imar Bankasi, Istanbul, Turkey
Visa	Turk Dis Ticaret Bankasi AS, Istanbul, Turkey
Visa	Turk Ticaret Bank, Istanbul, Turkey
Visa	Turkiye Is Bankasi, Ankara, Turkey
Visa	T C Ziraat Bankasi, Istanbul, Turkey
Visa	Tobank-Turkiye Ogretmenler Bankasi, Istanbul, Turkey
Visa	Osmanli Bankasi AS, Istanbul, Turkey
Visa	Iktisat Bankasi, Istanbul, Turkey
Visa	Yapi Kredi Bankasi, Istanbul, Turkey
Visa	Interbank, Istanbul, Turkey
Visa	Garanti Bankazi, Istanbul, Turkey
Visa	Akbank, Istanbul, Turkey
Visa	Turkiye Vakiflar Bankasi, Istanbul, Turkey
Visa	Taris Bank, Izmar, Turkey
Visa	Dubai Islamic Bank, Dubai, United Arab Emirate
Visa	Bank of Oman, Dubai, United Arab Emirate
Visa	British Bank of the Middle East, Sharjah, United Arab Emirates
Visa	Sistarbanc S R L, Montevideo, Uruguay
Visa	Banco La Guaira, Caracas, Venezuela
Visa	Banco Construccion, Caracas, Venezuela
Visa	Banco De Maracaibo, Maracaibo, Venezuela

CREDIT CARD	ISSUER

VISA

Worldwide (Other than America) Continued

Visa	Banco Merchantil, Caracas, Venezuela
Visa	Banco Provincial, Caracas, Venezuela
Visa	Consorico Credicard, Caracas, Venezuela
Visa	Banco De Venezuela, Caracas, Venezuela
Visa	Banco Latino, Caracas, Venezuela
Visa	Banco Exterior, Caracas, Venezuela
Visa	Credito Union, Caracas, Venezuela
Visa	Jugobanka, Beograd, Yugoslavia
Visa	Beobanka Banka, Belgrade, Yugoslavia
Visa	Yu Visa Association, Belgrade, Yugoslavia
Visa	Standard Chartered Bank, Harare, Zimbabwe

CREDIT CARD	ISSUER
VISA	
UK	
Debit/Delta	Abbey National B/S
Business	Abbey National B/S
Classic	Adam & Company PLC
Premier	Adam & Company PLC
Classic	AIB (GB only)
Premier	AIB (GB only)
Affinity	AIB (GB only)
Classic	AIB (NI)
Premier	AIB (NI)
Debit/Delta	AIB (NI)
Delta	Alliance & Leicester
Premier	Allied Trust Bank
Classic	Associates Capital
Gold	Associates Capital
Classic	Banco De Bilbao
Premier	Banco De Bilbao
Premier	Banco De Sabadell
Classic	Banco De Sabadell
Classic	Banco Exterior De Espana
Premier	Bank of Austria
Classic	Bank of Cyprus Ltd
Delta	Bank of Cyprus Ltd
Electron	Bank of Cyprus Ltd
Classic	Bank of Ireland
Affinity	Bank of Ireland
Business	Bank of Scotland
Affinity	Bank of Scotland
Classic	Bank of Scotland
Premier	Bank of Scotland

CREDIT CARD	ISSUER
VISA	
UK - Continued	
Star Trek	Bank of Scotland
Premier	Barclays Bank Plc
Classic	Barclays Bank Plc
Business	Barclays Bank Plc
Ford Barclaycard	Barclays Bank Plc
Purchasing	Barclays Bank Plc
Gold Business	Barclays Bank Plc
Debit/Delta	Barclays Bank Plc
Affinity	Beneficial Bank Ltd
Classic	Beneficial Bank Ltd
Premier Affinity	Beneficial Bank Ltd
Premier	Beneficial Bank Ltd
Classic	C Hoare & Co
Debit/Delta	C Hoare & Co
Debit/Delta	Citibank
Plus	Citibank
Classic	Citibank
Classic	Clydesdale Bank
Electron	Co-operative Bank Plc
Affinity	Co-operative Bank Plc
Premier	Co-operative Bank Plc
Classic	Co-operative Bank Plc
Business	Co-operative Bank Plc
Debit/Delta	Co-operative Bank Plc
Classic	Coutts & Co
Debit/Delta	Credit Lyonnais
Cash Point only	Credit Lyonnais
Classic	Cyprus Popular Bank
Premier	Duncan Lawrie Ltd

CREDIT CARD ISSUER

VISA

UK - Continued

Classic	Girobank
Debit/Delta	Girobank
Premier	Girobank
Debit/Delta	Guiness Mahon
Debit	Guiness Mahon
Classic	Halifax Building Society
Debit/Delta	Harrods Bank
Classic	Jardine Fleming
Premier	Jardine Fleming
Classic	Leeds Permanent B/Society
Debit/Delta	Lloyds Bank Plc
Premier/Debit/Delta	Lloyds Bank Plc
Electron/ATM on	Lloyds Bank Plc
Premier	MBNA
Classic	MBNA
Classic	Midland Bank Plc
Premier	Midland Bank Plc
Business	Midland Bank Plc
Purchasing	Midland Bank Plc
Classic	National & Provincial
Premier	National Bank of Kuwait
Classic	Natwest Bank Plc
Premier	Natwest Bank Plc
Purchasing	Natwest Bank Plc
Debit/Delta	Nationwide B/Society
Classic	Northern Bank
Classic	Northwest Securities
Classic	Robert Fleming
Classic/Hiba	Robert Fleming

CREDIT CARD	ISSUER
VISA	
UK - Continued	
Classic	Royal Bank of Scotland
Classic	Standard Chartered
Delta	Standard Chartered
Debit/Delta	TSB Trustcard
Classic	TSB Trustcard
Business	TSB Trustcard
Classic	Ulster Bank Ltd
Classic	Yorkshire Bank Plc
Classic	Vauxhall Motors

2.	**CREDIT CARD COMPANY:**		**EXPIRY DATE OF AGREEMENT:**	
		ROYAL BANK OF SCOTLAND		31 January 1998

CREDIT CARD	**ISSUER**
DOMESTIC AND EUROSWITCH	
Switch	Bank of Scotland
Maestro	Bank of Scotland
Switch	Clydesdale Bank
Switch	Halifax BS
Switch	Midland Bank PLC
Switch	Midland Bank PLC
Switch	Nat West Bank
Maestro	Nat West Bank
Switch	Royal Bank of Scotland
Switch	Yorkshire Bank PLC
Euroswitch	Yorkshire Bank PLC

SCHEDULE 21

THIRD PARTIES, OTHER THAN OPERATORS FOR WHOM THE RSP HAS AGREED TO PROCESS DATA RELATING TO PURCHASES MADE WITH CREDIT CARDS

European Passenger Services Limited

British Rail International Limited

SCHEDULE 22

EXISTING WARRANT ACCOUNT HOLDERS

Warrant Account Holders

The **Warrant Account Holders** referred to in this Schedule 22 are all those listed in the agreed form computer printout of the WARS System master file produced on 6 July 1995.

Incentive Arrangements

The incentive arrangements referred to in this Schedule 22 are all those listed in the agreed form computer printout of the WARS System discount file produced on 6 July 1995.

SCHEDULE 23

FORMS OF WARRANT AGREEMENTS

The **Warrant Agreements** referred to in this Schedule 23 are those which appear in the Rail Travel Accounting Centre release "Account Options" (reference AE0031/A5/07.92) comprising:-

(a) the Rail Travel Account
(b) the Season Ticket Rail Travel Account
(c) the Business Travel Service Rail Travel Account; and
(d) the Business Travel Service Season Ticket Rail Travel Account.

Copies of each of these **Warrant Agreements** are included in this Schedule 23.

SCHEDULE 24

NATIONAL RAIL CONDITIONS OF TRAVEL

Schedule 24 is circulated separately, but if you require a copy of this Schedule, it can be downloaded from the RDG website by clicking on the following link
www.raildeliverygroup.com/our-services/working-with-rdg

SCHEDULE 25

PART I: EXISTING ATOC TRAVEL AGENTS

The travel agents referred to in this Schedule 25 are all those listed without an Agency code commencing with a "D", "CY", "CW" or "T" in the agreed form computer printout, in agency code order, of the Travel Agents Master file produced on 12 July 1995, signed by the parties to this Agreement for the purpose of identification.

PART II: EXISTING ITX TRAVEL AGENTS

The inclusive tour agents referred to in this Schedule 23 are all those listed with an Agency code commencing with "T" in the agreed form computer printout, in agency code order, of the Travel Agents Master file produced on 12 July 1995, signed by the parties to this Agreement for the purposes of identification.

PART III: EXISTING SELF-TICKETING LICENSEES

The licensees referred to in this Schedule 23 are all those listed with an Agency code commencing with a "CY" or "CW" in the agreed form computer printout, in agency code order, of the Travel Agents Master file produced on 12 July 1995, signed by the parties to this Agreement for the purposes of identification.

SCHEDULE 26

SUGGESTED FORM OF CONTRACT BETWEEN AN OPERATOR AND ITS RETAILING AGENT

DATED [Day] [Month] [20xx]

[TRAIN OPERATING COMPANY]

- and -

[AGENT NAME]

RETAILING AGENT'S LICENCE

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THIS AGREEMENT is made the [date] day of [month] [20xx]

BETWEEN:

(1) **[TRAIN OPERATING COMPANY]** a company incorporated under the laws of England with registered number [xxxxxx] and whose registered office is at [Train Operator's address for correspondence]

(2) **[AGENT NAME}** a company incorporated under the laws of England and Wales with registered number [xxxxxx] and whose registered office is situated at [Agent's address for correspondence]

(3)

(together the **"Parties"** and each a **"Party"**)

WHEREAS:

(A) The Operator operates rail passenger services in England pursuant to a franchise agreement dated [Franchise commencement date] and made between the Department of Transport, [Owning Group name (if appropriate)] and the Operator.

(B) With effect from [Start Date of agreement], the Agent agreed to provide the Services to the Operator and the Operator agreed to provide the Equipment to the Agent, in accordance with the terms of this Agreement.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, in this Agreement:-

"Accounting Period" means each period specified in Schedule 1;

"Act" means the Railways Act 1993 and any regulation or order made under it, including any modification, re-enactment or re-making thereof or supplement thereto;

"Approved Reservation System" means a computer system on which the availability of, requirements for and/or issue of Reservations and/or Upgrades is recorded and which complies with the criteria for such systems specified from time to time by the RSP either generally or in any particular case;

"Approved TIM" means a TIM (including a Self-service TIM) which complies with the criteria for approved TIMs specified from time to time by the RSP either generally or in any particular case;

"Authorised Outlets" means the offices and Stations listed in Schedule 2 at which the Agent is authorised to sell Rail Products subject to the terms of this Agreement;

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

“Basic Product" means a Rail Product which:-

(a) is valid for one or more journeys on the Network in Great Britain and, if it gives the Purchaser or any other person the right to obtain goods or other services (for example, entry to a place which is not a Station or an TFL Station, complimentary refreshments or a discount off the price of any goods or services that would otherwise apply), that right is evidenced by the Ticket or Reservation Voucher issued in respect of the Rail Product and not by any other document; and

(b) can be Purchased with any of the methods of payment referred to in Clause 2.3.

"Child" means an individual who has not attained the age of sixteen;

“CIV Rules" means the Uniform Rules concerning the Contract for International Carriage of Passengers and Luggage by Rail as set out in the Convention concerning International Carriage by Rail (also known as COTIF);

"Credit Card" means a card (including a debit card), coupon or other document or thing (other than a Warrant, a Voucher, a Permit to Travel or a National Transport Token) which is issued by a person who undertakes that where, on its production to a third party, the third party supplies goods or services, they will pay the third party for them (whether or not after deducting any discount, or commission or other amount);

"Dedicated Fare" means a Fare which entitles the Purchaser to use the trains of a single TOC;

"Dedicated Point of Sale" means a point of sale (otherwise than on a train) or a telephone sales office at which (in either case) Rail Products are sold in person that is designated in such a way that it is clear to potential Purchasers that the Agent does not give impartial advice about Rail Products or sell Rail Products on an impartial basis at that point of sale.

“DfT” The Department for Transport

"Discount Card" means a document (other than a Warrant, a Voucher, a Permit to Travel or a National Transport Token) which entitles the Purchaser of it to Purchase a Fare at a lower price than would otherwise apply;

"Duplicate Discount Card" means a Discount Card issued by or on behalf of a TOC or an agent of the TOCs to replace a Discount Card which has been, or is alleged to have been, lost, stolen or defaced;

"Duplicate Ticket" means a Ticket issued by or on behalf of a TOC or an agent of the TOCs to replace a Ticket which has been, or is alleged to have been, lost, stolen, defaced or malfunctioning;

"Excess Fare" means a variation in the Rights and Restrictions applicable to a Fare which has the effect of converting that Fare into another Fare.

"Equipment" means Fujitsu ‘STAR’ or other ticket issuing or reservation machine supplied by the operator to the Agent

"Family Railcard" means the Discount Card known as such, or any Discount Card which replaces it from time to time;

"Fare" means the right, subject to the Rights and Restrictions applicable to it and the payment of the relevant Price (less any applicable discounts):-

(a) to make one or more journeys on the Network (whether or not together with other rights);or

(b) to carry on such a journey an item of luggage or an animal where this right does not arise (except on the payment of a fee) under the National Conditions of Travel or, as the case may be, the CIV Rules or any additional conditions that are applicable;

"Fare Type" means the name used to describe a particular type of Fare, for example, "ordinary", "super-saver", "APEX", "cheap-day return" and "open";

"Fares Manuals" means the manuals prepared by the RSP containing information about Permanent Fares and Discount Cards;

"Flow" means the Permitted Route or group of Permitted Routes from one Station to another and, where relevant, via any other Station(s) and/or within a particular geographical area or areas, as specified in the fares manuals used by the TOCs at the date of the Ticketing and Settlement Agreement or, as the case may be, as introduced pursuant to Clause 4-7 of the Ticketing and Settlement Agreement. Where the Permitted Route(s) between two Stations require(s) a passenger to travel via somewhere, such Permitted Route(s) constitute a different Flow from the Permitted Route(s) between the same Stations which require a passenger to travel via somewhere else or which do not require him to travel via any particular place.

"Impartial Point of Sale" means a point of sale (other than on a train) or a telephone sales office at which Rail Products are sold in person but which is not a Dedicated Point of Sale.

"Inter-available Fare" means a Fare which entitles the Purchaser of it, in making a journey, to choose between the trains of more than one TOC;

"Inter-TOC Commission" means the agreed rate of commission to be paid from one TOC to another in respect of the sale of rail products for travel on its services;

"National Classes of Accommodation" means:-

(a) "first class"; and

(b) "standard class"

"National Rail Conditions of Travel" means the terms and conditions which apply to the carriage of passengers and their belongings on all passenger train services operated by TOCs, as published and updated from time to time by the TOCs;

"National Timetable" means the information about publicly advertised passenger train services (as ultimately derived from the Train Services Database, operated by Network Rail) that is supplied to the RSP by Network Rail pursuant to an agreement between RSP and Railtrack PLC dated 23 July 1995;

"National Transport Token" means a token issued by National Transport Tokens Limited which may be exchanged by the bearer of that token as payment or part payment for a journey on the Network.

"Network" has the meaning given to it in Section 83(1) of the Act;

"Network Railcard" means the Discount Card known as such, or any Discount Card which replaces it from time to time;

"Non-Rail Product" means rights to goods or services other than a journey on the Network using the TOCs' trains which are not included within a Fare but which the person against whom they are

exercisable has agreed may be sold by the TOCs (or some of them), whether or not at the same time as the Sale of a Fare.

"Passenger's Charter" in relation to a TOC means any document(s) of that name (or any name which replaces it) issued from time to time by that TOC, setting out the standards for its passenger train services that it proposes to follow;

"Penalty Fare" means an amount charged (including any applicable VAT) in accordance with any regulations made under Sections 130, 143(3) and 143(4) of the Act or Section 1 of the Transport and Works Act 1992;

"Permanent Fare" means a Fare which is included in the records of the RSP in accordance with the Ticketing and Settlement Agreement and which is not a Temporary Promotional Fare;

"Permitted Route" means a route for which a Fare is valid, and includes the following:-

(a) if the Fare is a Zone Fare, any route within the geographical area(s) for which the Fare is valid; and

(b) to the extent that the Fare entitles a Purchaser to travel otherwise than in a specified geographical area:-

(i) the route taking the shortest distance that can be traveled on scheduled passenger services between the origin and destination Stations (which, for this purpose, includes TFL Stations); and

(ii) any other route(s) which the applicable Routeing Guide states is permitted for the Flow to which that Fare relates;

"Permit to Travel" means a document (other than a Ticket, a Warrant or a Voucher) issued by a machine operated by a TOC which evidences that the holder of the document has paid the sum of money stated on it to enable him to make a journey on the Network in Great Britain;

"Price" means the price (including any applicable VAT) of a Rail Product or a Non-Rail Product before the deduction of any applicable discount to which a Purchaser may be entitled, as specified in the records of the RSP, or, including in the case of a Reservation or an Upgrade, as notified to the Agent by the Operator;

"Purchase" means:-

(a) in respect of a Rail Product or a Non-Rail Product, the acquisition of that Rail Product or Non-Rail Product (and, in the case of Rail Product, for payment or otherwise); and

(b) in respect of an Excess Fare, effecting the variation in the Rights and Restrictions that constitutes that Excess Fare.

and "Purchased" is to be construed accordingly.

"Purchaser" means, in respect of a Rail Product, the person who Purchased that Rail Product or a Non-Rail Product or, if the person Purchased it for somebody else to use, that other person;

"Rail Product" means a Fare, an Excess Fare, a Discount Card, a Reservation or an Upgrade;

"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 the National Conditions of Travel;

"Regulated Station" means each of the Authorised Outlets listed in Schedule 1;

"Regulator" means the Rail Regulator, as described in Section 1 of the Act;

"Reservation" means the right to a seat, a sleeper or the carriage of an item of luggage, an animal or (in the case of a train which involves the transport of vehicles) a vehicle on a particular train if the person with that right Purchases a Fare for a journey which that train makes;

"Reservation Voucher" means a document which evidences the purchase of a Reservation;

"Rights and Restrictions" means the rights, restrictions and conditions to which a Fare is subject (in other words, the defining characteristics of a Fare), for example:-

(a) the times of day during which a Purchaser of the Fare may travel;

(b) the period of validity;

(c) the route(s) on which a Purchaser of the Fare may travel;

(d) the TOC(s) whose trains a Purchaser of the Fare may use;

(e) the National Class of Accommodation with which the Fare is designated; and

(f) in addition to the National Conditions of Travel or, as the case may be, the CIV Rules, any other conditions to which it is subject specified by a TOC on whose trains a Purchaser of the Fare may travel;

"Routeing Guide" means the document(s) published by the RSP from time to time, which describes the route(s) which the Purchaser of a Fare may take between any two Stations;

"RSP" means Rail Settlement Plan Limited;

"Sale" means:-

(a) in respect of a Rail Product or a Non-Rail Product, the issue of that Rail Product or Non-Rail Product (and, in the case of a Rail Product, for payment or otherwise); and

(b) in respect of an Excess Fare, the variation in the Rights and Restrictions that constitutes that Excess Fare;

and "Sell", "Selling" and "Sold" are to be construed accordingly;

"Season Ticket Fare" means a Fare which entitles the holder to make an unlimited number of journeys on the Network from time to time during a specified period, whether or not the entitlement is subject to restrictions;

"Self-service TVM" means a TIM at which a person wishing to travel on the Network can purchase a Fare, a Discount Card, a Reservation and/or an Upgrade by inserting money or a Credit / Debit Card;

"Senior Railcard" means the Discount Card known as such, or any Discount Card which replaces it from time to time;

"Services" means the services to be provided by the Operator pursuant to this Agreement;

"Station" means a place on the Network where any TOCs trains stop and passengers customarily get on or off them;

"Temporary Promotional Fare" means a Fare, which the Operator has specified as such in writing to the Agent;

"Ticket" means a document which evidences the purchase of a Fare (together with any related Non-Rail Product) or an Upgrade;

"Ticket Office" means a place within an Authorised Outlet at which Fares are generally sold in person by or on behalf of the Agent;

"Ticketing and Settlement Agreement" means the agreement of that name between the TOCs named in that agreement and the RSP and dated 23 July 1995 and as amended from time to time;

"Ticketing and Settlement Scheme Council" means the group of TOCs referred to in Clause 15-3 of the Ticketing and Settlement Agreement;

"TfL" means Transport for London;

"TfL Station" means a place on the Network where trains operated by TfL or its subsidiaries, Docklands Light Railway Limited or Croydon Tramlink stop and passengers customarily embark or alight;

"TIM" means a rail ticket issuing machine for the issue of Tickets, Discount Cards and/or Reservation Vouchers and/or the recording of Refunds;

"TVM" means a rail ticket vending machine for the issue of Tickets, Discount Cards and/or Reservation Vouchers, which is customer, operated;

"TOC" “Train Operating Company” means any person, other than the RSP, which is bound by the Ticketing and Settlement Agreement, or part of it;

"TOC Voucher" means a document which evidences the holder's entitlement to a specified sum of money as compensation for a claim made under a TOC's Passenger's Charter or Conditions of Travel (including the National Rail Conditions of Travel);

"Upgrade" means the right, if the person with that right Purchases a Fare, to use a National Class of Accommodation which is different from the one that the Fare would otherwise entitle him to use but which is not an Excess Fare;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 as amended or any other tax calculated by reference to turnover or value added in effect in the United Kingdom;

"Warrant" means a document:-

(a) which is not a Voucher or a Permit to Travel; and

(b) which entitles the holder to Purchase a Rail Product or any other goods or services in exchange for the surrender of the document (as a method of payment); and

(c) which is issued in such form as may be supplied by the RSP from time to time and in accordance with an agreement relating to the terms of its issue between the TOCs and the person entitled to issue that document.

"Young Person's Railcard" means the Discount Card known as such, or any Discount Card which replaces it from time to time;

"Zone Fare" means a Fare which is valid for one or more journeys between any Stations in a particular geographical area or areas, subject to any applicable Rights and Restrictions.

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 Clauses etc.

Unless otherwise indicated, references to this Agreement include its Schedules and references to Clauses and Schedules are to Clauses of and Schedules to this Agreement as amended or supplemented by agreement between the parties. References to Parts and Paragraphs are references to Parts and Paragraphs of Schedules to this Agreement.

2 SALE OF RAIL PRODUCTS

2.1 The Operator hereby appoints the Agent as its agent for the sale of Rail Products and Non-Rail Products, the accepting of claims for and the making of Refunds, in each case, at its Authorised Outlets and the Agent hereby agrees to act in that capacity, subject to the terms and conditions of this Agreement.

2.2 The Agent must accept the following methods of payment for Rail Products:-

(a) cash denominated in pounds sterling;

(b) cheques denominated in pounds sterling which are drawn on a UK clearing bank and supported by a cheque guarantee card for the amount payable;

(c) where they are tendered as a method of payment at a ticket office, any generally recognised Credit or Debit Card;

(d) Warrants;

(e) Vouchers; and

(f) National Transport Tokens.

(g) Other transport tokens or vouchers as issued by local authorities and listed in schedule 6 to this agreement

Subject to any other agreement that is binding on it, the Agent may (in addition to the methods of payment referred to above) accept any other method of payment for Rail Products.

2.3 The Agent's obligations to account for revenues arising from the Sale of Rail Products in accordance with this Agreement is not affected by the method of payment used. Accordingly, the risk of a default by the Purchaser of a Rail Product (and/or any other person who is due to pay the Agent) is borne by the Agent.

3 RAIL PRODUCTS THAT MAY BE SOLD

3.1 Subject to Clause 4 below, the Agent may Sell any Permanent Fare that has been included in the records of the RSP.

3.2 Subject to Clause 4 below, the Agent may Sell a Temporary Promotional Fare which has been specified by the Operator in writing the Agent may only sell such Fares on and subject to the terms notified to the Agent by the Operator in writing.

3.3 The Agent may Sell any Excess Fare that gives the Purchaser of it the rights described below and those rights are the same as the rights that arise under a Permanent Fare or a Temporary Promotional Fare which the Agent is entitled to Sell. However, before the Agent does so it must take reasonable steps to ensure that the Purchaser already holds a valid Fare for the same Flow or (in the case of an Excess Fare which falls within (v) below) part of that Flow. An Excess Fare may only be Sold if it entitles the Purchaser of it to:-

(i) travel via a different route than the one the person would otherwise be entitled to use;

(ii) travel at a different time or on a different day than the person would otherwise be entitled to travel;

(iii) terminate or break and resume their journey at a Station at which the person would not otherwise be entitled to do this;

(iv) use a different class of accommodation;

(v) travel beyond the Station to which the Fare the person holds entitles him to travel, but only where the person was unable to buy a Fare that entitles him to make such a journey at the Station where the person started their journey; or

(vi) start their journey at a Station that is on the Permitted Route for the Flow that the person is entitled to use, where the person would not otherwise be entitled to do this.

3.4 The Agent may Sell a Discount Card if:-

(a) that Discount Card is the Young Person's, Senior, Family or Network Railcard; or

(b) it has been notified by the Operator that it is permitted to Sell it.

3.5 The Agent may Sell any Reservation or Upgrade that has been notified to it by the Operator. A Reservation may be Sold by the Agent even if it has not Sold or been asked to Sell a Fare that is valid for travel on the relevant train and even if the Purchaser does not hold a Ticket for such a Fare at the time of the Sale.

3.6 (Optional clause) [The Agent may Sell Season Ticket Fares with a period of validity of greater than 27days, provided the Agent retains a customer record in accordance with the Company's instructions and as amended in writing.]

[Should the Company wish the Agent to maintain these Season Ticket records on a computerized database or similar, the Company shall be responsible for the provision of any software required]

4 RESTRICTIONS ON THE SALE OF FARES

4.1 The Agent may not offer any Fare for Sale unless that Fare has been included in the records of the RSP in accordance with the Ticketing and Settlement Agreement. This restriction applies to all Fares, including Dedicated Fares which are valid on the Operator's trains.

4.2 A Temporary Promotional Fare may only be offered for Sale during the period specified in writing by the Operator. If the Agent Sells a Temporary Promotional Fare it must comply with the terms notified to it by the Operator in writing.

4.3 The Rights and Restrictions applicable to a Season Ticket Fare may require Purchasers of that Fare to hold a photocard and where, under the National Conditions of Travel, they are required to produce a Ticket, evidencing that Season Ticket Fare, on demand, to produce the photocard at the same time. If a person provides a photograph of himself at a Ticket Office, the Agent must issue him with a photocard. If the Rights and Restrictions applicable to a Season Ticket Fare require the Purchaser of the Fare to hold a photocard, the Agent may only Sell that Season Ticket Fare at a Ticket Office if the Purchaser holds a photocard. All photocards which are issued must comply with the standards specified in writing from time to time by the RSP for this purpose.

5 THE ISSUE OF PERMITS TO TRAVEL

The Agent may not issue Permits to Travel.

6 NON-RAIL PRODUCTS THAT MAY BE SOLD

The Agent may Sell a Non-Rail Product if it has been notified by the Operator that it is allowed to Sell it.

7 AMOUNT THAT MAY BE CHARGED

7.1 Subject to Clause 7.2 and Clause 7.3, the Rail Products may only be Sold for an amount equal to the Price of the Rail Product, less any discount to which the Purchaser is entitled either by virtue of being a Child or presenting a Discount Card, or for such other amount as may be specified in a Passenger's Charter or notified to the Agent by the Operator. However, the Agent is not required to give a discount pursuant to a Passenger's Charter if the Sale takes place through a Self-service TVM.

7.2 Subject to Clause 7.3, an Excess Fare may only be Sold for an amount equal to the difference between:-

(i) the Price of the Fare whose Rights and Restrictions are the same as those to which the Purchaser is entitled following the Sale of the Excess Fare, less any discount to which they would be entitled by virtue of being a Child or presenting a Discount Card if they Purchased that Fare; and

(ii) the amount (including VAT) which was paid for the Fare that the Purchaser has already Purchased.

7.3 An Excess Fare for travel in one direction may be Sold even if the Fare that the Purchaser already holds is a return Fare. In this event, the amount that must be charged for the Excess Fare is:-

(i) calculated in accordance with Clause 7.2, but using 50 per cent. of the amounts determined in accordance with sub-Clauses 7.2(i) and (ii); or

(ii) as the case may be, any higher amount (not exceeding the amount calculated in accordance with Clause 7.2 above) specified by the Operator which Created the Fare which the Purchaser of the Excess Fare has already Purchased).

7.4 A Non-Rail Product may only be Sold for an amount equal to the Price of the Non-Rail Product.

7.5 The Agent may agree to Sell a Rail Product or a Non-Rail Product in return for a payment that is made at another Station (whether or not at the Agent's Ticket Office). If it does so the Agent is required to account for the sum recovered from the Purchaser of the Rail Product or Non-Rail Product to the TOC which sold it (plus any reasonable administrative charges made by it). For the purposes of this Agreement, any such charge that is made is not regarded as comprising part of the amount paid for the Rail Product or Non-Rail Product.

8 EQUIPMENT

8.1 The Agent will be responsible for making the equipment available for use.

8.2 The Agent shall be responsible for reporting any faults or malfunction with the equipment to the relevant helpdesk facility.

8.3 The agent will pay the operator for recurring licensing fee and maintenance of the Ticket Issuing System at the agreed annual or periodic rate. The rates being shown in schedule 5 to this agreement. This rate and terms of this will be reviewed annually.

8.4 The agent will pay a one-off implementation cost (non refundable) for provision of the Ticket Issuing System at commencement of this contract, as shown in schedule 5 to this agreement. Ownership of the equipment is retained by The Operator

Clauses 8.3 and 8.4 are optional depending on the arrangements between the Operator and the Agent.

9 TICKET OFFICE OPENING HOURS

9.1 The Agent will be responsible for the times of opening and need not consult with the operator on this, as long as they exceed the minimum opening times specification contained in schedule 3 to this agreement

10 RIGHTS AND RESTRICTIONS

10.1 When Selling a Rail Product, the Agent must not say or do anything which is inconsistent with the Rights and Restrictions, the National Conditions of Travel and/or any other conditions which apply to the Rail Product.

10.2 If the Agent Sells a Fare (otherwise than through a Self-service TVM) it must take reasonable steps to ensure that the Purchaser is aware, before the Sale takes place, of the Rights and Restrictions that apply to the Fare.

11 ISSUE OF TICKETS AND RESERVATION VOUCHERS

11.1 Subject to Clause 12.2 below, where the Agent Sells a Fare, an Excess Fare or an upgrade it must issue a Ticket to the Purchaser. Where it Sells a Reservation it must issue a Reservation Voucher to him (unless the Sale of the Reservation is evidenced by the Ticket).

11.2 The Agent is responsible for ensuring sufficient stocks of blank tickets to enable it to comply with Clause 12.1. The agent is responsible for obtaining a supply of blank tickets through an approved supplier.

11.3 Each Ticket and Reservation Voucher that is issued by the Agent must contain the following statement or a statement to the same effect:-

"This document is issued subject to the National Conditions of Travel and the Conditions of Travel of any other operators on whose services it is valid. It is not transferable. Unless indicated otherwise, it is valid for travel by any permitted route and on the services of participating operators. The National Conditions of Travel and a list of participating operators are available at ticket offices."

Unless the Ticket or Reservation Voucher relates to a Rail Product that is valid only on the trains of the Operator, it must also:-

(i) be printed in a format specified from time to time by the Ticketing and Settlement Scheme Council; and

(ii) comply with any technical specifications determined by the RSP with a view to reducing the risk of fraud and/or enabling the Ticket or Reservation Voucher to be issued on RSP Approved TIMs.

12.4 A Ticket for a Fare to which the standard National Class of Accommodation applies must contain the words "standard class" or a recognised abbreviation of it. A Ticket for a first class Fare must signify on it that a class other than standard class applies. However, the words that are used to do this are at the discretion of the Agent.

12.5 If the Rights and Restrictions applicable to a Fare provide that the Purchaser of the Fare is only entitled to travel on the Network if the person does so with one or more other persons who have Purchased Fares at the same time, the Agent must issue a single Ticket in respect of all of them at the time of the Sale unless the Rights and Restrictions entitle each Purchaser to separate Ticket.

12 SALE OF DISCOUNT CARDS

12.1 Before Selling a Discount Card the Agent must use its reasonable endeavours to ensure that the Purchaser meets the criteria for the Purchase of the Discount Card notified to it by the RSP or the Operator.

12.2 Each Discount Card that is issued by the Agent must state the conditions to which it is subject or contain a reference to another document which states them. Unless the Discount Card only entitles the holder to a discount off the Price of Dedicated Fares of the Operator, it must also:-

(i) be issued in the format specified from time to time by or on behalf of the Ticketing and Settlement Scheme Council; and

(ii) comply with any technical specifications determined by the RSP with a view to reducing the risk of fraud or enabling the Discount Card to be issued on Approved TIMs.

13 DESIGNATION OF POINTS OF SALE

13.1 The Agent may only Sell a Rail Product at the Authorised Outlets, which the parties acknowledge are Impartial Points of Sale.

13.2 Any Impartial Point of Sale must make it clear:-

(i) whether it is open or closed; and

(ii) whether it is restricted to the Sale of certain types of Fare.

13.3 An Impartial Point of Sale must not be marked in such a way that it suggests (expressly or by implication) a connection to a particular TOC.

14 THE IMPARTIALITY OBLIGATION

14.1 When the Agent Sells Fares, or provides information about them, it must act fairly and impartially between TOCs. Any such information that is provided must be factual, accurate and impartial.

14.2 If more than one Fare is available that meets the requirements specified by a potential Purchaser and the person does not specify which of the Fares is required, the Agent must seek any additional information from them that is necessary to enable it to recommend (in an impartial manner) which of them is suitable for the customer. Where the Agent is asked to recommend a suitable Fare or Clause 15.1 applies, it must request sufficient additional information to enable it to make the recommendation. This may (for example) include any of the following:-

(i) the departure and/or arrival time required;

(ii) how important it is to the person requesting the Fare to minimise the journey time involved;

(iii) the importance to the person of the price of the Fare;

(iv) whether the person minds changing trains;

(v) (if a return journey is to be made) the extent to which the person needs flexibility in their choice of trains for that journey;

(vi) whether the person wants the flexibility of an Inter-available Fare; and

(vii) any special requirements that the person has.

If more than one Fare is suitable, the Agent must explain the main features of the alternatives in an impartial manner. If a person asks to Purchase a particular Fare which is offered for Sale there, the Agent may Sell him that Fare without seeking any additional information unless it is reasonably apparent that the person says they want to make a journey which it is not possible to make with it. The Agent must not give any information which it knows to be inaccurate or misleading. The Agent must not give any opinion which is not based on verifiable fact. If, on the basis of the information it has, the Agent reasonably believes that the TOC which is due to provide the train services to which a Fare relates will be unable to provide them, it may take this into account when deciding whether to recommend that Fare.

14.3 The Agent must not remunerate or otherwise reward its staff by reference to Sales of the Fares of one or more particular TOCs.

15 MATCHING OF FARES TO PRODUCE A THROUGH JOURNEY

Where, at an Impartial Point of Sale, a person indicates that they wish to make a journey for which a Fare is not available, the Agent must offer to Sell a combination of two or more of the Fares offered for Sale at that Impartial Point of Sale which between them are valid for the whole journey unless such a combination is not possible using the Fares that are offered for Sale there. The Agent must use its reasonable endeavours to ensure that the combined Fares meet the Purchaser's requirements.

16 SALE OF FARES THROUGH SELF-SERVICE TVMS

The Parties acknowledge that any Self-Service TVM supplied by the Operator to the Agent in future will be subject to the conditions of this agreement as stated under 'Equipment'.

17 PROVISION OF INFORMATION AT IMPARTIAL POINTS OF SALE

Subject as specified below, the Agent must provide the following information at each of its Impartial Points of Sale:-

(a) each TOC's train times, as held in national timetable systems;

(b) any notified alterations or additions to those published train times, in particular those concerning engineering work and bank holidays;

(c) the on-train facilities that are available, including those relating to disabled travel, cycle conveyance, available classes of accommodation and catering arrangements;

(d) the facilities that are available at each Station (as described in the National Timetable);

(e) the Fares that may be Purchased at that Impartial Point of Sale;

(f) Station and TfL Station interchange times and arrangements, as described in the National Timetable or other publications; and

(g) Reservation arrangements for seats, cycles, disabled customers, sleeper accommodation and accompanied articles and animals.

The Agent is only required to provide the information referred to above to the extent that it has been provided with it.

18 ROUTEING GUIDE

Each Ticket Office must have the Routeing Guide available for Purchasers and potential Purchasers of Fares to consult.

19 SERVICE QUALITY

19.1 The Agent must use its reasonable endeavours to ensure that its staff provide a professional, impartial, courteous and friendly image to customers.

19.2 When Selling a Reservation the Purchaser's preferences (for example, as to whether or not the person prefers to face the direction of travel) must be sought and the appropriate Reservation Sold accordingly.

19.3 The Agent will not be liable for supplying inaccurate information, or for failing to supply information, if this is caused by an error or omission in the information supplied by a TOC (unless it has been corrected by the issue of a supplement or other advice).

19.4 In the event of any disruption to the rail services operated by the Operator, the Agent shall, and will procure that its staff shall, provide to any customers affected by such disruption such reasonable assistance as they may require, including, without limitation, providing information in relation to alternative routes or any replacement bus services being provided by the Operator.

20 STAFF

20.1 The Agent must ensure that its staff:-

(a) have received appropriate training in each TOC's timetable and about Rail Products which are offered for Sale there or about which information is available there; and

(b) are competent to advise customers correctly as to achieve compliance with Clause 15 above.

(c) (Optional) The Operator will provide 2 days training per location as part of this agreement, any additional training may be charged accordingly

20.2 The Agent must ensure that all its staff receive adequate training in customer service and sales skills, so as to achieve compliance with Clause 20.1 above.

20.3 The Agent must establish and implement an appropriate dress code for its staff and must ensure that they comply with that dress code and do not smoke, eat or drink in the view of customers.

20.4 The Agent must ensure that its staff receive periodic briefings with a view to communicating to them information about the Operator's products and businesses. This may include, for example:-

(a) making available the Operator's newsletters or other briefing material; and/or

(b) personal briefings by TOCs other than the Operator at times agreed with the Agent.

20.5 Where the Agent requires an in-depth briefing of its staff by another TOC pursuant to Clause 21.4 above which cannot be accommodated within a routine briefing meeting or which needs all staff to attend within a short period, the means and costs of achieving that in-depth briefing will be agreed with the TOC that is to carry out the briefing.

20.6 If the Agent is reasonably requested by a TOC from time to time to do so, it will permit its staff to undertake "familiarisation trips" on that TOC's services in order to gain familiarity with the services provided and the key destinations served by that TOC.

20.7 Any reasonable costs incurred as a result by the Agent will be reimbursed by the TOC requesting the familiarisation trip.

20.8 The Agent must introduce and enforce supervision procedures which are designed to ascertain whether its staff are complying with Clauses 15, 16,18, 19 and this Clause 23.

21 ALLOCATION OF DISPLAY SPACE

21.1 A reasonable proportion of any display space that is available at Ticket Offices which have an Impartial Point of Sale must be reserved for Rail Products that are offered for Sale throughout Great Britain. The remaining display space at such a Ticket Office must be available on an impartial basis to the TOCs on whose trains Rail Products that are offered for Sale at that Ticket Office are valid.

21.2 The space referred to in Clause 22.1 above must be allocated to each of the TOCs referred to in that Clause in reasonable proportions and as directed by the Operator.

22 USE OF DISPLAY SPACE

22.1 Promotional material received by the Agent for the purpose of Clause 24 above and conforming to the size guidelines determined from time to time by the Ticketing and Settlement Scheme Council must be prominently displayed in the condition received by the Agent and must not be obscured in any

way. The Agent must monitor the quantities of promotional material on display at its Ticket Offices and must notify the TOC(s) which supplied it in sufficient time to enable stocks to be re-ordered where this is necessary to meet customer demand.

22.2 Provided that promotional material has been received in time, the Agent must ensure that a TOC's displays are changed on each date reasonably specified by it.

23 DUPLICATE TICKETS AND DUPLICATE DISCOUNT CARDS

23.1 The Agent must issue a Duplicate Ticket or Duplicate Discount Card in respect of a Fare or, as the case may be, a Discount Card which it has Sold if the Purchaser of the Fare or Discount Card is entitled to one under the National Conditions of Travel, the CIV Rules or any other conditions of which it is aware to which the Fare or Discount Card is subject.
The Agent must also issue a Duplicate Ticket in exchange for a Ticket which is malfunctioning so that the information on it cannot be read electronically.

23.2 If the National Conditions of Travel, the CIV Rules or such other conditions state that a Duplicate Ticket or a Duplicate Discount Card may be available from the Operator or the Agent which has Sold a Fare or, as the case may be, a Discount Card, the Agent has discretion whether or not to issue the Duplicate Ticket or Duplicate Discount Card.

23.3 In issuing a Duplicate Ticket or a Duplicate Discount Card, the Agent must comply with any security measures specified by the RSP from time to time.

23.4 If the Agent issues a Duplicate Ticket or Duplicate Discount Card it may make an administrative charge to the person to whom it is issued, except in the case of a Duplicate Ticket which is issued in exchange for a Ticket which is damaged or is malfunctioning. If the Agent makes such a charge it must make the same charge for all Duplicate Tickets that it issues and the same charge (which may be different from the charge for Duplicate Tickets) for all Duplicate Discount Cards that it issues.

24 REFUNDS

24.1 The Agent must make a Refund in respect of any Rail Product it or the Operator has Sold if the Purchaser of the Rail Product is entitled to the Refund under the National Conditions of Travel, the CIV Rules, or any other conditions of which it is aware to which the Rail Product is subject.

24.2 The Agent may make a Refund in respect of any Rail Product it or the Operator has Sold if the Agent reasonably believes that:-

(i) the related Ticket or Reservation Voucher, or the relevant Discount Card, was lost, stolen or accidentally destroyed before it was fully used or expired (or the application for the Refund relates to a Rail Product which was obtained from the Agent or the Operator to provide a replacement for the Ticket, Reservation Voucher or Discount Card that was lost, stolen or accidentally destroyed); and

(ii) either:-

(1) the circumstances of the loss, theft or accidental destruction prevent the subsequent use of the relevant Rail Product or an application for another Refund in respect of it; or

(2) a refusal of the application would cause hardship.

24.3 The Agent may also make a Refund in respect of any Rail Product it or the Operator has Sold if the applicant was prevented from using that Rail Product when the person wished to as a result of a severe disruption to any TOC's services.

24.4 The amount of any Refund that is made in respect of a Season Ticket Fare must be reasonably proportional to the extent to which the Purchaser of that Fare was prevented from using it.

24.5 If the Purchaser of a Rail Product asks the Agent for a Refund in respect of a Rail product which neither it nor the Operator Sold it must:-

(a) provide the Purchaser with an appropriate form (Green form for Season ticket refund and Red form for all other refunds) on which they can make a claim for a Refund and give him reasonable assistance in completing it; and

(b) promptly forward any such completed form (together with the original related Ticket, Discount Card or Reservation Voucher) to the TOC which Sold the relevant Rail Product.

24.6 The Agent may make an administrative charge to the person applying for the Refund if it is expressly permitted to do so under the National Conditions of Travel, the CIV Rules and/or, as the case may be, any other conditions to which the relevant Rail Product is subject. If the Agent makes any such charge it must make the same charge in respect of all amounts in respect of Fares which it refunds, all amounts in respect of Discount Cards which it refunds, all amounts in respect of Reservations which it refunds and all amounts in respect of Upgrades which it refunds. However, the charge for Fares, Discount Cards, Reservations and Upgrades respectively may be different. Any administrative charge that is made must reasonably reflect the cost of processing the application for the relevant refund.

24.7 Any refunds that are processed in respect of Advance Purchase tickets for which the agent has already received commission may be subject to a reclaim of the commission paid by the operator.

25 SEASON TICKET FARE EXTENSIONS

Extensions to the validity of a Season Ticket Fare may only be made if that Season Ticket Fare was Sold by the Agent or the Operator and the Operator has consented to that extension being made.

26 SETTLEMENT

26.1 All sums received by the Agent in respect of Rail Products Sold by the Agent in performing its obligations under this Agreement, together with all accountancy paperwork and associated documentation, shall be securely stored by the Agent and retained in accordance with RSP guidelines (as shown in attached schedules 7 and 8) and made available for collection by the Operator (or its authorised agent) twice periodically or at such other frequencies as may be notified to the Agent by the Operator.

26.2 If there is any discrepancy between the amounts collected by the Operator (or its authorized agent) and the amounts indicated in the records produced in respect of the Sale of Rail Products (whether electronic or manual), the Agent shall account to the Operator for the amount of any such discrepancy within 5 working days of notification by the Operator of the discrepancy.

26.3 Settlement of sums due from the Agent in respect of Rail Products Sold by the Agent shall be undertaken by the Operator through the services of the RSP in accordance with the provisions of the Ticketing and Settlement Agreement.

26.4 The Agent shall provide all such information and assistance as may be necessary for the Operator to comply with the requirements of the Ticketing and Settlement Agreement in relation to Rail Products Sold by the Agent. The information and assistance to be provided by the Agent shall include, without limitation:

(1) the electronic "booking up" of all information from the Equipment on a daily basis;

(2) the provision of the information referred to in Schedule 4, in a timely manner, in such format as may be notified by the Operator to the Agent from time to time.

26.5 Settlement of sums due to the Agent under this Agreement shall be by payment from the Operator or on its behalf. The Agent shall only have a claim to such sums against the Operator and not against the RSP.

27 REGULATORY REQUIREMENTS

The Agent shall act with reasonable care and skill in performing its duties under this Agreement and shall not knowingly put the Operator in breach of any applicable legal or regulatory requirements when selling a Rail Product or making a Refund or communicating with any purchaser or potential purchaser of such a Rail Product or claimant or potential claimant of such a Refund.

28 COMPLIANCE WITH PROCEDURES

The Agent shall, in performing its functions under this Agreement, comply with all instructions and procedures notified to it by the Operator from time to time.

29 COMMISSION

29.1 The Operator will pay the Agent commission in respect of all Rail Products Sold by the Agent at the following rates:

(i) The rate shall be the prevalent rate for "Inter-TOC Commission" appertaining at the date of Settlement and previously advised to the Agent in writing. (Schedule 10)

29.2 The Operator will pay the Agent the commission referred to in Clause 29.1 in respect of all Rail Tickets Sold during an Accounting Period not later then twenty-eight days after the end of the that Accounting Period. Such commission shall be paid by invoicing the Agent for sales revenue, net of commission due, as detailed in schedule 9 to this agreement

29.3 Any payment detailed above will be subject to deductions under the following circumstances:

(i) Tickets have been issued at the incorrect fare resulting in a chargeback to the operator.

(ii) Refunds have been processed on transactions where commission has already been paid by the operator.

(iii) The incorrect credit card sales procedure has been used resulting in a chargeback to the operator.

(iv) Any discrepancy resulting to fares mismatch

30 PRESERVATION OF INFORMATION

The Agent must preserve, until the end of the calendar year in which the second anniversary of the relevant Sale or Refund falls, all counterfoils and supporting documentation which relate to Sales for which a Warrant or Voucher was used as the method of payment, and any Refunds made in respect of any Rail Products or other goods or services which were paid for by the delivery of a Warrant or Voucher. On reasonable prior notice, the Agent must permit the Operator and anyone authorised by it to inspect such counterfoils and supporting documentation.

31 RIGHTS OF THE OPERATOR

31.1 Rights of inspection and Audit

The Operator or the RSP or anyone authorised by them may: -

(a) observe the Agent's procedures for the carrying out of the functions contemplated by this Agreement;

(b) undertake routine periodic audit to inspect any records, blank, pre-printed or other Rail Product stock, TIM or other property that the 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 and tickets issued are compliant to RSP regulations.
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The agent will ensure that the premises are adequately insured for the employers liability and operates in a safe manner for all such persons visiting.

(c) a right to put in a claim for loss of interest where there has been any delay in the settlement to the operator. The rate of interest being base rate plus 2.5 (two point five) basis point.

31.2 Obligations of the Agent to assist the Operator

The Agent shall give every reasonable assistance to the Operator, and anyone authorised by 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.

32 TERMINATION

32.1 Termination

This Agreement may be terminated by: -

(a) either party giving 3 months written notice to the other party to this Agreement; or

(b) the Operator at any time with immediate effect by giving written notice to the Agent if the Agent: -

(i) has committed any act of fraud or negligence or is in material breach of this Agreement or RSP regulation relating to sale of Rail products; or

(ii) fails to make available to the Operator (or its authorised agent) for collection the amounts referred to in Clause 27.1 on [4] or more consecutive occasions; or

(iii) suffers the presentation to the court of a petition for a bankruptcy order; or

(iv) makes a proposal for a voluntary arrangement as defined in section 253 of the Insolvency Act 1986; or

(v) enters into any other composition or arrangement with their creditors or any of them, or commits any act of bankruptcy; or

(vi) takes or suffers any other action in consequence of debt, including, without limitation, giving notice to their creditors or any of them that they have suspended or are about to suspend payment or is unable to pay their debts for the purposes of sections 267

and 268 of the Insolvency Act 1986 or any distress, execution or other process being levied upon the whole or a substantial part of their assets.

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

32.2 **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 for all amounts outstanding under this Agreement forthwith after any such termination.

32.3 **Obligations of the Agent on termination**

(a) Immediately upon termination of this Agreement the Agent shall, as required by the Operator, arrange to securely destroy any Ticket or Reservation Voucher stock and return all materials and other information relating to this Agreement supplied by the Operator.

(b) The Agent further agrees that immediately upon termination of this Agreement either the Operator or the RSP may disable any TIM operated by the Agent and shall allow immediate access to such TIM and any data stored on it by the Operator, the RSP and/or their agents for such purpose.

(c) The Agent shall also allow the Operator, the RSP and/or their agents to remove any and all such TIMs, Ticket and Reservation Voucher stock and other materials and information relating to this Agreement and supplied by the Operator immediately upon termination of this Agreement. The Agent will allow the Operator or its agent the right to audit any such records relating to this agreement as required.

(d) Once this Agreement is terminated the Agent shall cease to sell any Rail Products or make any Refunds or hold itself out as having any authority to sell 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.

33 CONFIDENTIALITY

Where either party (the "receiving party") or any of its employees, delegates or agents receives from the other party (the "disclosing party") or any of its employees, delegates or agents any information that would reasonably be considered confidential in nature, under, as a result of, or in the course of performing the activities contemplated by this Agreement the receiving party shall treat such information as confidential. Accordingly, the receiving party shall not, and shall procure that its employees, delegates and agents do not disclose such information to any other person. However, information may be disclosed by the receiving party, or a person acting on its behalf:-

(a) to the extent expressly contemplated by this Agreement;

(b) in accordance with instructions given by the disclosing party;

(c) where the disclosure is required under the Act or is otherwise made under compulsion of law or is to a taxation authority;

(d) to the Rail Regulator, DfT or its or their employees, delegates, agents or professional advisers;

(e) to the RSP or any person to whom any of its powers, discretions or obligations under the Ticketing and Settlement Agreement have been delegated or the professional advisers of such delegates;

(f) to the professional advisers of the receiving party or the RSP;

(g) to the extent necessary for the performance by the receiving party of its rights or obligations under this Agreement;

h) for the purpose of enabling the receiving party to institute, carry on or defend any legal proceedings;

i) 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 Agreement;

j) to the extent that such information was obtained independently of the disclosing party acting in accordance with this Agreement; and

k) to the extent that such disclosure is required by the rules and regulations of the International Stock Exchange of the United Kingdom and the Republic of Ireland Limited or other recognised stock exchange.

34 ASSIGNMENT

34.1 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.

34.2 By the Operator

The rights and obligations of the Operator under this Agreement are not personal to it and may be assigned by it as the Operator in its absolute discretion may decide.

35 NOTICES

35.1 Service

Service of notices or other documents referred to in this Agreement shall be effected by:-

(a) post to the proper address;

(b) fax;

(c) leaving the document at the proper address; or

(d) personal service.

Payment instructions shall not, however, be given solely by facsimile.

35.2 Proper address

The proper address of a person is:-

(a) in the case of the Agent, the current address for service notified to the Operator, 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 the Operator, its registered office in the United Kingdom; or

(c) 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.

35.3 **Date service is effected**

Where service is effected by post and the document is proved to have been posted, the document in question shall be presumed to have been delivered in the ordinary course of post and the date of service shall be construed accordingly. Where service is effected by fax, it shall be confirmed by the delivery or posting of a copy of the fax to the party to whom the fax was addressed and shall be taken to be served on the date of despatch of the fax. Where service is effected by leaving the document at the proper address of the person to be served, the document shall be taken to have been served on the date on which it was left.

36 WAIVER

No waiver by the Operator of the performance of any provision 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.

37 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.

38 RESTRICTIVE TRADE PRACTICES

Notwithstanding any other provision of this Agreement, no provision of this Agreement which is of such a nature as to make the Agreement liable to registration under the Restrictive Trade Practices Act 1976 shall take effect until the day after that on which particulars thereof have been furnished to the Director General of Fair Trading pursuant to such Act. For the purposes of this Clause 39 the term "Agreement" shall include any agreement forming part of the same arrangement.

39 DATA PROTECTION ACT 1998

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

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

(b) it complies and will continue to comply with each of the provisions of the Data Protection Act 1998 as amended or replaced from time to time including, without prejudice, the Data Protection Principles referred to in that Act, in relation to data covered by this Clause;

(c) its Data Protection Registrations contemplate it providing to the RSP, or its duly authorised representatives, personal data in relation to Fares, including but not limited to Season Ticket Fares and Discount Cards;

(d) it will co-operate fully with the Operator in complying with any subject access request and in dealing with any investigation carried out by the Data Protection registrar; and

(e) it will co-operate fully with the Operator and the RSP in the making of their respective registrations under the Data Protection Act 1998 and in the making of any change to any part of such registrations in relation to the operation of this Agreement.

40 TIME LIMITS

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

41 TIME OF THE ESSENCE

In the performance by the parties to this Agreement of their duties and obligations time shall be of the essence.

42 GOVERNING LAW

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

SCHEDULE 1

RSP ACCOUNTING PERIODS

Period	Start Date	End Date	Settlement Date
0810	09/12/2007	05/01/2008	25/01/2008
0811	06/01/2008	02/02/2008	22/02/2008
0812	03/02/2008	01/03/2008	21/03/2008
0813	02/03/2008	31/03/2008	18/04/2008
0901	01/04/2008	26/04/2008	16/05/2008
0902	27/04/2008	24/05/2008	13/06/2008
0903	25/05/2008	21/06/2008	11/07/2008
0904	22/06/2008	19/07/2008	08/08/2008
0905	20/07/2008	16/08/2008	05/09/2009
0906	17/08/2008	13/09/2008	03/10/2008
0907	14/09/2008	11/10/2008	31/10/2008
0908	12/10/2008	08/11/2008	28/11/2008
0909	09/11/2008	06/12/2008	24/12/2008
0910	07/12/2008	03/01/2009	23/01/2009
0911	04/01/2009	31/01/2009	20/02/2009
0912	01/02/2009	28/02/2009	20/03/2009
0913	01/03/2009	31/03/2009	17/04/2009

On or before 31st March in each year, The Operator shall determine the Settlement Periods in the following twelve months and inform the agent.

SCHEDULE 2

AUTHORISED OUTLETS

[Office Locations]

SCHEDULE 3

OPENING HOURS

[Location A]

Monday – Friday:	**05:30 – 21:30**
Saturday:	**05:30 – 21:30**
Sunday:	**05:30 – 21:30**

[Location B]

Monday – Friday:	**05:45 – 21:35**
Saturday:	**05:45 – 21:35**
Sunday:	**05:45 – 21:35**

SCHEDULE 4

SETTLEMENT INFORMATION

1 INFORMATION IN RELATION TO SALES OF RSP-SETTLED FARES AND RSP-SETTLED UPGRADES

(a) the issuing office at which the Fare or Upgrade was Sold;

(b) the date of issue;

(c) the Station or TFL Station at which the journey is to commence (except in the case of a Zone Fare);

(d) the destination (except in the case of a Zone Fare);

(e) in the case of a Zone Fare, the area(s) in which the Fare is valid;

(f) any requirements as to the route that must be taken or the person(s) whose trains must or must not be used;

(g) the National Class of Accommodation (or, in the case of an Upgrade, the National Class of Accommodation that the Upgrade entitles the purchaser to use);

(h) the Fare Type (except in the case of an Upgrade);

(i) the price (including any applicable VAT) charged to the purchaser of the Fare or Upgrade;

(j) whether payment for the Fare or Upgrade was made by Credit Card, by Warrant, by Voucher, by Permit to Travel or by any other means;

(k) (in the case of a Fare) whether the Fare is a Season Ticket Fare and, if so, the period during which it is valid;

(l) (in the case of a Fare) if the Rights and Restrictions applicable to the Fare permit it to be Sold only to, or to be used only by, a particular category of person (for example, a child or a person holding a Discount Card), the category in question;

(m) (in the case of a Fare) if the Fare includes any rights to goods or services (other than a journey on the Network involving only the trains of the TOCs), the fact that this is the case;

(n) (in the case of a Non-Rail Product), the type of Non-Rail Product that was Sold;

(o) if the Ticket evidencing the Fare or Upgrade was issued on an Approved TIM, the number of the Approved TIM;

(p) the identity of the Agent and the Operator; and

(q) any other information required by the RSP from time to time.

2 INFORMATION IN RELATION TO SALES OF RSP-SETTLED DISCOUNT CARDS

(a) the issuing office at which the Discount Card was Sold;

(b) the date of issue;

(c) the type of Discount Card;

(d) the price (including any applicable VAT) charged to the purchaser of the Discount Card;

(e) whether payment for the Discount Card was made by Credit Card, by Warrant, by Voucher, by Permit to Travel or by any other means;

(f) the identity of the Agent and the Operator; and

(g) any other information required by the RSP from time to time.

3 INFORMATION IN RELATION TO SALES OF RSP-SETTLED RESERVATIONS

(a) the issuing office at which the Reservation was Sold;

(b) the date of issue;

(c) the Stations between which the Reservation is valid;

(d) the price (including any applicable VAT) charged to the purchaser of the Reservation;

(e) whether payment for the Reservation was made by Credit Card, by Warrant, by Voucher, by Permit to Travel or by any other means;

(f) if the Reservation Voucher evidencing the Reservation was issued on an Approved TIM, the number of the Approved TIM; and

(g) the identity of the Agent and the Operator; and

(h) any other information required by the RSP from time to time.

4 INFORMATION IN RELATION TO RSP-SETTLED REFUNDS

(a) the office at which the Refund was made;

(b) the date of the Refund;

(c) the amount of the Refund;

(d) the amount of any administrative charge (including any applicable VAT) levied;

(e) the Fare, Upgrade, Discount Card or Reservation in respect of which the Refund was made;

(f) the name and address of the person to whom the Refund was made;

(g) if the Refund was made by Credit Card, that fact;

(h) the identity of the Agent and the Operator; and

(i) any other information required by the RSP from time to time.

SCHEDULE 5

LEASING AND MAINTENANCE CHARGES

[Bespoke to each individual agreement. That below is only indicative]

1 IMPLEMENTATION CHARGES

A one-off implementation charge will be made of £xx, exclusive of VAT. This to cover all elements of commissioning Ticket Issuing Machines to a point of RSP approved functionality.

2 ON GOING CHARGES

The Operator will be liable for an annual charge per machine of £xx per year exclusive of VAT (revised annually - subject to maximum of RPI applicable at Licence anniversary date). This charge includes the following provisions:-

Server Application License
TIM Application License
Hardware Maintenance
Software Support
RJIS License

SCHEDULE 6

ACCEPTABLE METHODS OF PAYMENT

In addition to those Methods of payment referred to in clause 2 of the agreement, the agent shall accept the following Methods of payment in line with the Companies practices:

[Bespoke to each individual agreement. That below is only indicative]

RSP Warrants issued by companies, private individuals or government departments / agencies

RSP Warrants issued by Ministry of Defence offices

National Rail Travel Vouchers as issued by other TOCs (Treated as Warrants)

TOC Specific Travel Vouchers

SCHEDULE 7

RECORD RETENTION BY AGENT

Record Retention Schedules as required by RSP

[Bespoke to each individual agreement. That below is only indicative]

REMINDER: Retention periods shown are in addition to the current year.

Are you retaining your accountancy documentation for the correct time period?

Retention of accountancy documentation is required by RSP in order to meet Operational Audit, Card Company Contracts and Statutory requirements. The record retention schedules shown below, sets the minimum retention periods. Train Operating Companies may issue separate retention period requirements which exceed the periods stated.

This is by no means a comprehensive list of all documentation retention requirements. Train Operating Companies may issue separate retention period requirements for documentation outside RSP control.

Document Title	Retention Period	Reason For Retention
TIM:		
Credit Card vouchers	*** - see Reason for Retention**	**Statutory/Business:** **Keep zero & standard rated VAT items 6 years & exempt items 3 years.**
Credit Card documentation	*** - see Reason for Retention**	**Statutory/Business:** **Keep zero & standard rated VAT items 6 years & exempt items 3 years.**
Non-issues and Zero Fares	**1 Year**	**Business:** **Keep 1 year after check took place.**
Continuity/stock control record	**1 Year**	**Business:** **Keep for 1 year after final entry.**
Machine Continuity record	**1 Year**	**Business:** **Keep for 1 year after final entry.**
Station Cartridge record	**1 Year**	**Business**

Document Title	Retention Period	Reason For Retention
Machine Initialisation Advices	**1 Year**	**Business**
Machine Failure report	**1 Year**	**Business**
Machine Failure servicing	**1 Year**	**Business**
Accounting:		
Bank Giro Credits	**2 Years**	**Business:** **Keep 2 years after final entry.**
Book keeping petty cash items	*** - see Reason for Retention**	**Statutory:** **Keep zero and standard rated VAT items 6 years and exempt items 3 years.**
Cheques/remittance advice	**6 Years**	**Business.**
Refund Claims	**6 Years**	**Business.**
Refund Register	**6 Years**	**Business.**
Certified Refund vouchers unclaimed	**6 Years**	**Business.**
Shift Sheets	**2 Years**	**Business**
Summary of Daily Transfers	**2 Years**	**Business**
Sundry Cards	**2 Years**	**Business**
Summary of Daily Transactions	**1 Year**	**Business**
Balance Control Account	**2 Years**	**Business**
Other supporting documents to the Balance Control Account	**1 Year**	**Business**
Cash Retained books	**2 Years**	**Business**
Items Without Debit books	**2 Years**	**Business**
Outstanding books	**2 Years**	**Business**
Locked Stock records	*** - see Reason for Retention**	**Business:** **Keep while operating.**
Surplus & Loss returns	**1 Year**	**Business**
Transfer Voucher register	**1 Year**	**Business:**

Document Title	Retention Period	Reason For Retention
		Keep while operating.
Transfer Voucher & Summaries	**1 Year**	**Business:** **Keep while operating.**
Other:		
Season Ticket Application forms	*** - see Reason for Retention**	**Business:** **Keep during currency of ticket.**
Season Ticket Record cards, including PC versions	**6 Years**	**Business:** **Keep in Travel office after expiry of final issue.**

It is proposed that the Company will move towards automated passenger accounting systems. This would mean a change to Record Retention and document handling procedures. This schedule will be amended accordingly at the appropriate time and advised to the Agent. The Agent will not be held liable for any incurred costs that may arise from a change to such a system.

SCHEDULE 8

TREATMENT OF TIM ACCOUNTANCY DOCUMENTATION ETC.

[Bespoke to each individual agreement. That below is only indicative]

To TOC account handlers	*To the PAC*
➢ Summary page of shift sheet ➢ All Transport Tokens ➢ All Warrants ➢ All TOC Vouchers and other TOC Vouchers To Retain at Agents Site (Ticket Office) ➢ Station copy of shift sheet ➢ EOS receipt (one copy) ➢ TIM shift sheet and read cards ➢ Miscellaneous charges form ➢ Replacement railcard form ➢ Duplicate application forms (both copies) ➢ Replaced season tickets	➢ PAC copy of shift sheet ➢ Sundry debit and credit vouchers ➢ Non-issues ➢ SOS/EOS receipts (one copy) ➢ All refunds ➢ Miscellaneous charges/Silk form ➢ Any received Transfer Vouchers ➢ Replacement Railcard forms, white copy with original Railcard receipt

It is proposed that the Company will move towards automated passenger accounting systems. This would mean a change to Record Retention and document handling procedures. This schedule will be amended accordingly at the appropriate time and advised to the Agent. The Agent will not be held liable for any incurred costs that may arise from a change to such a system.

SCHEDULE 9

INVOICING AND SETTLEMENT

[Bespoke to each individual agreement. That below is only indicative]

1. Ticket Sales

The Company will invoice the agent for monies from tickets sold on a periodic basis, not later than the Settlement Date shown in Schedule 1 to this agreement.

The value of the invoice will be the full value of all tickets sold at VAT Zero rate net of commissions at the Standard VAT rate applicable owed in respect of these sales.

Commission being deducted at the rates shown in Schedule 10 of this agreement.

Each invoice for ticket sales supplied by the Company shall be accompanied by a detailed extract from the Company's accountancy system detailing tickets sold at each of the Agent's locations.

The agent shall settle all monies due in respect of ticket sales within 14 days of the date of invoice.

All settlement between the agent and the Company for ticket sales to be through the BACs system

2. Other Costs

The company will invoice the agent for monies due for the provision of Equipment and associated services, including licenses and maintenance as defined in clause 8 and Schedule 5 of this agreement

The agent shall settle all monies due in respect of ticket sales within 14 days of the date of invoice.

All settlement between the agent and the Company for ticket sales to be through the BACs system

Sample Documentation

[Invoice]

[Lennon Extract]

SCHEDULE 10

COMMISSION RATES

[Bespoke to each individual agreement. That below is only indicative]

The commission rates appertaining to 'Inter-TOC' commissions at the date of signature are as follows: -

All Rail and Travel Products excluding Season Tickets … x.x%

Season Ticket Products … x.x%

These rates are as supplied by ATOC limited to all Operators and apply as the industry standard between all Operators.

All commission are liable to VAT at the standard rate.

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

by

…….Signature

For and on behalf of
[TRAIN OPERATING COMPANY]
The Operator

And

…….Signature

For and on behalf of
[AGENT]
The Agent

SCHEDULE 27

PART I: FORM OF APPLICATION FOR AN ATOC LICENCE

Introduction

The object of this form is to enable you to show how you plan to generate significant levels of rail revenue. We are especially interested in new sources of receipts rather than transfer of sales from one outlet to another. The information you provide will be used to determine whether to offer you an ATOC Licence to sell Rail Products and if so, to judge your performance in the first year of business. If the agreed revenue target is not met by the end of this period you risk losing the ATOC Licence.

Background

Date Commenced business at this location: _____

Turnover (last 5 years):_____

How do you obtain rail tickets at present_____

a rail station ___ or another agent? _____

Annual value of rail business currently requested by your customers £ _____

Significant business developments including future plans _____

_____

Situation of Premises

Description of premises (window/other display space, sales positions, security for tickets etc.)

_____

_____

Distance from nearest rail station: _____

Relationship to shopping/business centres: _____

Relationship to ATOC licensed travel agent competition: _____

_____

TARGET MARKETS **RAIL SALES TARGETS**

Indicate Percentage

Split

Business Travel

Large Account Customers _____ _____%

Small Business Houses _____ _____

Leisure

Senior Railcards _____ _____%

Family Railcards _____ _____%

Young Persons Railcards _____ _____%

Savers _____ ___%

Holidaymaker Trains _____ _____%

RAIL REVENUE TARGETS (First Year of Operation)

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
£000's												

SECOND YEAR Annual Target _____

THIRD YEAR Annual Target _____

MARKETING ACTION PLAN

Indicate how you plan to promote rail in order to achieve the Rail Revenue Targets already specified.

ANNUAL REVIEW SECTIONS

(a) Performance

(b) Future agreed targets

(c) Changes to trading situation and plans

PART II: FORM OF ATOC LICENCE FOR ATOC TRAVEL AGENTS

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THIS AGREEMENT is entered into on

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) **[NAME OF TRAVEL AGENT]** (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 or RSP Supplied TIS" means any TIS supplied by ATOC or RSP or its agents to the Agent pursuant to the terms set out in Schedule 9 or as notified from time to time by ATOC or RSP. Any reference to RSP Supplied TIS means a TIS supplied by or on behalf of RSP and any reference to ATOC Supplied TIS means a TIS supplied by or on behalf of ATOC.

"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 Strategic Rail Authority established by Section 2a of the Transport Act 2000.

"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.

"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.

"Fares Manual" means a manual containing the price of Tickets and other information relating to Rail Products in such format as RSP may from time to time decide.

"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.

"Non ATOC or RSP Supplied TIS" means a TIS either owned by, procured or operated on behalf of the Agent but not supplied by ATOC or RSP.

"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 Fares Manual, 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 either supplied to it under this Agreement or supplied by the Agent but which has been approved in writing by RSP and in both cases 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 either supplied to that Authorised Office or such other stock 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) During each Settlement Period RSP will monitor the level of Rail Product Stock supplied by it and held by the Agent or on its behalf. RSP will procure that the Agent is supplied with such levels of Rail Product Stock as RSP reasonably believes is sufficient to meet the Agent's forecast sales. The Agent may request RSP to supply such additional Rail Product Stock as it may require. RSP shall use its reasonable endeavours to fulfil such requests subject to the level of Rail Product Stock available to RSP.

(b) The Agent shall keep secure all Rail Product Stock supplied to 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 supplied to it and shall comply with any Instructions and procedures notified to the Agent by RSP from time to time regarding their custody and use.

(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) Any Rail Product Stock supplied to the Agent shall remain the property of RSP and the Agent shall return it to RSP forthwith upon its request and in any event upon termination of this Agreement for any reason.

(f) 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.

(g) The Agent is not authorised to hold Rail Product Stock supplied by RSP at an Information and Reservations Location.

3.3 Annual Stocktake

(a) As often as required and at least once every financial year, RSP shall notify the Agent in writing of the levels of Rail Product Stock which it believes is held by the Agent at each of its Authorised Offices or where applicable by a Third Party at a Self Ticketing Location on a date specified in such notice and the consecutive identification numbers of such Rail Product Stock.

(b) Upon such notification, the Agent shall carry out a stocktake of all such Rail Product Stock in its possession or the possession of a Third Party and shall provide to RSP within 20 (twenty) Business Days of such notification a certification statement that the information supplied is a complete and accurate record of all such Rail Product Stock held.

(c) If there is any error or omission in the information supplied in accordance with Clause 3.3(b) above the Agent shall take all such action(s) relating to Rail Product Stock as RSP may reasonably request, and shall supply a certification statement that it has carried out all such action(s) within 10 (ten) Business Days of the request from RSP.

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 ATOC or RSP Supplied TIS

ATOC or RSP may from time to time supply the Agent or a Third Party with the use of Approved TIS on such terms and conditions as may be specified in Schedule 9 or otherwise by ATOC or RSP and the Agent shall use and shall ensure that any Third Party shall use such ATOC or RSP Supplied TIS in accordance with the specific conditions for use of such ATOC or RSP Supplied TIS as specified by ATOC from time to time.

4.2 Non ATOC or RSP Supplied TIS

(a) The Agent may use Non ATOC or RSP Supplied TIS to issue Rail Products under this Agreement subject to it being an Approved TIS.

(b) The Agent shall use such Non ATOC or RSP Supplied TIS in accordance with the Approval Certificate issued by or on behalf of RSP.

(c) The Agent shall be responsible for all charges, costs and expenses incurred by RSP in approving a Non ATOC or RSP Supplied TIS where such TIS have not already been issued with an Approval Certificate by RSP.

(d) 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 new Non ATOC or RSP Supplied TIS.

4.3 Approved TIS

(a) The Agent or a Third Party shall only issue Rail Products under this Agreement using an Approved TIS.

(b) 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.

(c) 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.

(d) 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 blank, pre-printed or other Rail Product Stock or any TIS that has been supplied to the Agent or its agents or a Third Party whether by the RSP or any other person.

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 trade marks or trade names comprising the names of Rail Products. The licence relates only to the marks and names in the manner in which they are portrayed on, or in relation to, the Rail Products or material relating to them supplied by ATOC. Such a licence will terminate on the expiry of this Agreement. The Agent shall not alter, deface or remove in any manner any reference to such trade marks 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 trade marks 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; or

(b) the Agent fails to submit its return to RSP within the period specified in Paragraph 3.2 of the Clearance and Settlement Procedure in respect of two consecutive Settlement Periods or three periods in any thirteen consecutive Settlement Periods. The reduced rate of Agent's Remuneration shall then be effective for a period of six consecutive Settlement Periods or (if longer) until the Agent complies with Paragraph 3.2 of the Clearance and Settlement Procedure.

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

10.1 RSP Data

RSP shall supply the Agent with RSP Data relating to Rail Products that the Agent is authorised to sell and Train Service Information the Agent is required to provide under this Agreement.

10.2 Approved TIS

RSP shall procure that each Approved TIS used 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.

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 the Agent shall at its own cost, as required by ATOC, return to ATOC or RSP by recorded postal delivery any ATOC or RSP Supplied TIS, blank, pre-printed and other Rail Product Stock and Fares Manuals together with 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.

(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 ATOC or RSP Supplied TIS, blank, pre-printed and other Rail Product Stock, Fares Manuals and other 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

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

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

(b) It complies and will continue to comply with each of the provisions of the Data Protection Act 1998 as amended or replaced from time to time, including, without prejudice, the Data Protection Principles referred to in that Act, in relation to data covered by this Clause;

(c) Its Data Protection registrations contemplate it providing to the Operators, RSP or ATOC or their duly authorised representatives, personal data in relation to the Rail Products and Train Service Information;

(d) It will co-operate fully with each of the Operators, RSP and ATOC in complying with any subject access request and in dealing with any investigation carried out by the Data Protection Registrar; and

(e) It will co-operate fully with each of the Operators, RSP and ATOC in the making of their respective registrations under the Data Protection Act 1998 and in the making of any change to any part of such registrations in relation to the operation of this Agreement.

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.

SCHEDULE 1
OPERATORS

1.	Northern Rail Limited
2.	Arriva Trains Wales/Trenau Arriva Cymru Limited
3.	c2c Rail Limited
4.	Central Trains Limited
5.	CrossCountry Trains Limited
6.	First/Keolis TransPennine Limited
7.	Gatwick Express Limited
8.	London Eastern Railway Limited
9.	Great North Eastern Railway Limited
10.	Great Western Trains Company Limited
11.	Hull Trains Company Limited
12.	Island Line Limited
13.	Merseyrail Electrics 2002 Limited
14.	Midland Main Line Limited
15.	First ScotRail Limited
16.	Silverlink Train Services Limited
17.	South Eastern Trains Limited
18.	New Southern Railway Limited
19.	South West Trains Limited
20.	First Great Western Link Limited
21.	Thameslink Rail Limited
22.	The Chiltern Railway Company Limited
23.	Wales and West Passenger Trains Limited
24.	West Anglia Great Northern Railway Limited
25.	West Coast Trains Limited

11th January 2005

SCHEDULE 2
AGENT'S REMUNERATION

The Agent's Remuneration (exclusive of any applicable VAT) under this Agreement shall be as agreed between the Agent and ATOC and will be partly dependent upon the type of Approved TIS being used, with a lower rate payable where the agent uses an ATOC or RSP Supplied TIS.

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

SCHEDULE 3
AUTHORISED OFFICES

Authorised Offices shall be shown separately categorised under the following headings:

(i) Retail premises

(ii) Telephone Sales Centres

(iii) Internet Sites

(iv) Information and Reservation Locations

(v) Self-Ticketing Locations

(vi) Satellite Ticket Printing Locations

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.

1.2. 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 the case of products sold without using an Approved TIS, in the form of any counterfoils of Rail Product Stock supplied to the Agent and approved by RSP from time to time; or

(c) 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.

2.3 Methods of preservation

With the exception of electronic data which has been transferred to RSP, the information referred to in Paragraph 2.1 shall be preserved in written form, on microfiche or on computer disc.

3. SETTLEMENT OF REVENUES

3.1. Calculation of the Settlement Amount

Before submitting its return to RSP in accordance with Paragraph 3.2 the Agent shall in respect of that Settlement Period 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 or LESS

(e) any uncleared balances from previous Settlement Periods.

3.2. Return from the Agent

By close of business on the seventh Business Day after the end of each Settlement Period the Agent shall, in respect of that Settlement Period: -

(a) complete, and ensure that RSP has received, a return in the format and in accordance with the procedures notified to the Agent by RSP from time to time which return shall include the following:-

(i) a summary of all Rail Products which were sold by it or on its behalf, together with a summary of the total values of those items which the Agent has taken into account in its calculation of the Settlement Amount;

(ii) the first and last stock identification numbers of each consecutive series of Rail Product Stock relating to sales made by it or on its behalf at each of its Authorised Offices;

(iii) a statement of the Settlement Amount together with its calculation in accordance with Paragraph 3.1; and

(iv) such further supporting documentation and required information as has not already been received by RSP in that Settlement Period as it may specify from time to time.

(b) attach to the return:-

(i) the counterfoils relating to all Rail Products sold manually or issued with the aid of a TIS which is not polled directly by RSP and Refunds (unless these have already been submitted to RSP);

(ii) if the Agent uses a TIS which is not polled directly by RSP in accordance with Paragraph 2.1(b) the sales data recorded for that Settlement Period in the format specified in the Approval Certificate for the relevant TIS;

(iii) all Rail Products which the Agent cancelled in that Settlement Period.

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.

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 shall notify them in writing to the Agent.

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; and

(b) reduce the Settlement Amount by the aggregate face value (inclusive of VAT) of the Warrants accepted as a method of payment during the Settlement Period to which that Settlement Amount relates; each in accordance with such procedures as may be notified to the Agent by RSP from time to time.

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	**ACCOUNT DUE DATE**	**DIRECT DEBIT DUE DATE**
0601	27th March 2005	30th April 2005	11th May 2005	19th May 2005
0602	1st May 2005	28th May 2005	8th June 2005	16th June 2005
0603	29th May 2005	25th June 2005	5th July 2005	14th July 2005
0604	26th June 2005	23rd July 2005	2nd August 2005	11th August 2005
0605	24th July 2005	20th August 2005	31st August 2005	8th September 2005
0606	21st August 2005	17th September 2005	27th September 2005	6th October 2005
0607	18th September 2005	15th October 2005	25th October 2005	3rd November 2005
0608	16th October 2005	12th November 2005	22nd November 2005	1st December 2005
0609	13th November 2005	10th December 2005	20th December 2005	29th December 2005
0610	11th December 2005	7th January 2006	17th January 2006	26th January 2006
0611	8th January 2006	4th February 2006	14th February 2006	23rd February 2006
0612	5th February 2006	4th March 2006	14th March 2006	23rd March 2006
0613	5th March 2006	01st April 2006	11th April 2006	20th April 2006

On or before 31st March in each year, RSP shall determine the Settlement Periods in the following twelve months and shall notify them in writing to the Agent.

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 a Fares Manual 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; or

(f) (for users of ELGAR (as defined in Schedule 9a) only) through an Information and Reservations Location.

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
ATOC or RSP SUPPLIED TIS

The following TIS set out below may be supplied to the Agent by ATOC or RSP under this Agreement:

(a) ELGAR, the terms and conditions of supply of which are set out in Schedule 9(a);

(b) APTIS or SPORTIS, the terms and conditions of supply of which may be notified to the Agent from time to time; or

(c) AJENTS, the terms and conditions of supply of which are set out in Schedule 9(b).

SCHEDULE 9(a)
ELGAR

Definitions

"**Distribution Network**" means any computerised reservation system provided to travel and travel-related businesses displaying the Inventory and Services and enabling the reservation of travel-related products, being a system in respect of which EUKL has contracted from time to time, to provide a connection between such computerised reservation system and ELGAR.

"Documentation" means all instruction manuals, user guides and similar documents in relation to the Services supplied by EUKL to the Agent and as described in the Service Specification.

"**ELGAR**" means the computer program and on-line database known as owned by EUKL and licensed to ATOC Limited (with the right to sub-license) pursuant to the Eurostar Agreement.

"**Eurostar Agreement**" means the agreement between ATOC Limited and EUKL dated 17th July 2002 relating to Computer Services in respect of ELGAR.

"**EUKL**" means Eurostar (U.K.) Limited (Company No, 2462001), whose registered office is at Eurostar House, Waterloo Station, London SE1 8SE.

"**Inventory**" means the inventory of all domestic rail journeys within Great Britain only, as held in RJIS and which may be accessed through ELGAR.

"Maintenance Release" means any version of ELGAR prepared by or for EUKL to correct an error or failure of ELGAR to comply with the Service Specification, or an operational failure by ELGAR.

"New Release" means any enhanced or modified version of ELGAR from time to time issued by EUKL which is so designated by EUKL.

"RJIS" means the Rail Journey Information Service provided to RSP by Fujitsu Services Limited.

"**Security Procedures**" means EUKL's reasonable computer services security procedures as notified to ATOC Limited and/or the Agent from time to time.

"**Services**" means the services provided by EUKL in respect of the access to ELGAR as specified in the service specification annexed to the Eurostar Agreement.

"Term" has the meaning given to it in section 7.1 of this Schedule.

Licence Grant

2.1 Pursuant to the rights vested in ATOC Limited under the Eurostar Agreement, ATOC Limited hereby grants the Agent a non-exclusive, royalty-free sub-licence to use ELGAR at the Authorised Offices set out below for the Term on the terms and conditions set out herein and any other provisions required by EUKL and notified to the Agent by ATOC Limited from time to time.

2.2 The Authorised Offices (the full details of which are set out at Schedule 3) at which the Agent may use ELGAR under the terms of this Schedule shall be as notified in writing to the Agent from time to time.

Agent's Obligations

3.1 The Agent shall:

3.1.1 at its own expense obtain and maintain any and all computer hardware and other equipment it requires in order to access and benefit from the Services;

3.1.2 honour and fulfil all bookings that the Agent makes through ELGAR.

3.2 The Agent shall not:

3.2.1 use ELGAR in any way in relation to international (non-domestic) tickets without the prior written approval of EUKL and ATOC Limited;

3.2.2 attempt to obtain or obtain unauthorised access to or interfere with:

(i) any data owned by EUKL or any other customer of EUKL or user of ELGAR; or

(ii) any computer programs or software owned by or licensed to EUKL or any other customer of EUKL;

3.2.3 use in conjunction with ELGAR any third party computer programs which may in any way affect the integrity of ELGAR or the Service;

3.2.4 charge, assign sub-license or otherwise encumber ELGAR or related interfaces or software owned by EUKL;

3.2.5 decompile, disassemble, exploit, develop modify, enhance or attempt to decompile, disassemble, exploit, develop or enhance ELGAR, any New Releases or Maintenance Releases, any related interface or other software owned by EUKL, other than as permitted by law;

3.2.6 amend, alter, modify or deal with the Inventory in any way whatsoever; or

3.2.7 use ELGAR at any office or other location other than the Authorised Offices notified to the Agent from time to time;

3.3 The Agent shall return to EUKL any forms, or other documentation that EUKL requires to be returned to it, as soon as is reasonably practicable and shall provide EUKL with any assistance that EUKL reasonably requires.

3.4 The Agent may not access ELGAR unless it has appropriate skills (as stated in or required by the Service Specification set out in the Eurostar Agreement or as otherwise amended from time to time).

3.5 The Agent shall obtain the necessary services in relation to ELGAR from ATOC Limited as may be required in respect of the Inventory, including but not limited to training and documentation.

3.6 The Agent shall obtain the necessary services in relation to ELGAR from EUKL as may be required in respect of the Services, including but not limited to help desk services.

Security and Third Party Use

4.1 The Agent shall adhere to EUKL's Security Procedures in force from time to time and not knowingly or negligently or recklessly attempt to obtain access to or interfere with any proprietary data of EUKL or any other customer of EUKL or any programs owned or licensed to EUKL (other than ELGAR) or any other Operator or Agent.

4.2 The Agent shall not give on-line access to ELGAR and the Services to any third party without the prior written approval of EUKL and ATOC Limited. The Agent shall provide ATOC Limited with a copy of such written approval as soon as is reasonably practicable after receiving it.

4.3 If the Agent knows of or suspects any unauthorised use of its sign-ons or passwords it will immediately inform EUKL and/or ATOC Limited, and the Agent shall co-operate with any efforts of ATOC Limited or EUKL to terminate such unauthorised use.

Maintenance

5.1 EUKL has the sole responsibility for maintaining and repairing ELGAR. In the event of a disruption or fault affecting ELGAR, the Agent may contact the ELGAR help desk,

telephone number 0870 6030203 or such other number notified by ATOC Limited from time to time. This help desk will be operated and staffed by EUKL from 8.00 am to 8.00 pm on Mondays to Saturdays excluding Bank Holidays.

5.2 The Agent shall not attempt to repair or maintain ELGAR in any way whatsoever except as specifically instructed by ATOC Limited, EUKL or their representatives.

Ownership of Intellectual Property Rights

6.1 The Agent acknowledges that ownership of all intellectual property rights in and to ELGAR and any Documentation and in any new Releases and Maintenance Release and any Documentation relating thereto vests in EUKL and shall remain the exclusive property of EUKL.

6.2 The Agent shall give notice to ATOC Limited and/or EUKL as soon as it becomes aware that a third party is claiming that any of the third party's rights are infringed by EUKL, ATOC Limited, any Operator or by another Agent when using ELGAR. The Agent acknowledges that EUKL shall have sole control over and shall conduct all negotiations and defend any proceedings on its own behalf and on behalf of the Agent, and for those purposes the Agent shall co-operate with any reasonable requirements of EUKL. The Agent further acknowledges that the costs of any such action and all damages and other sum which may be awarded as a result of any action in respect of ELGAR only shall be borne by EUKL.

Termination

7.1 The terms of this Schedule shall come into effect upon ELGAR being made available to the Agent as notified by ATOC Limited and continue until terminated pursuant to Clause 7.2 or Clause 7.3 below (the "Term").

7.2 The terms of this Schedule shall immediately terminate:

7.2.1 in the event that the Agent is informed by ATOC Limited that EUKL has withdrawn its approval of the Agent. The Agent shall provide ATOC Limited with any assistance that ATOC Limited reasonably requires to determine whether EUKL is acting in accordance with the Eurostar Agreement in withdrawing its approval;

7.2.2 on termination of the Eurostar Agreement; or

7.2.3 on termination of this Agreement.

7.3 The terms of this Schedule may be terminated by:

7.3.1 agreement between the parties at any time;

7.3.2 either party giving one month's prior written notice to the other;

7.3.3 either party at any time with immediate effect by giving the other written notice if the other:

(i) is in material breach of the terms of this Schedule;

(ii) is unable to pay its debts (within the meaning of the Insolvency Act 1986) or enters into any arrangements with creditors or has a receiver appointed of the whole or any material part of its assets or undertaking appointed or becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction.

7.4 In the event of termination, the Agent shall immediately cease to access or use ELGAR in any way whatsoever.

Liability and Indemnity

8.1 Subject to Clause 8.5 below, ATOC shall only be liable for any direct loss (other than personal injury or death caused by the negligence or wilful default of ATOC) of any description suffered by the Agent arising out of the Agent's use of ELGAR and on the proviso that the Agent takes all possible measures to mitigate the effect of such loss.

8.2 The Agent shall only use ELGAR for its normal business purposes and shall not misuse ELGAR, and shall ensure that no one else misuses ELGAR in any way whatsoever. The Agent acknowledges that in the event of any proven misuse ATOC may terminate the access of the Agent to ELGAR.

8.3 The Agent shall indemnify ATOC against all expense, liability, loss and claims whatsoever in respect of death or injury, loss or damage to any equipment, materials or premises (including property belonging to EUKL) which may arise out of or in consequence of the acts or omissions of the Agent or its employees or agents provided always that this indemnity shall not apply to the death, injury, loss or damage, cost and expense caused by the negligence of ATOC or EUKL or their employees or agents.

8.4 The Agent shall indemnify ATOC in full against any loss, damage or liability which ATOC may sustain or incur as a consequence of the Agent failing to comply with its obligations under this Schedule.

8.5 Neither party shall in any circumstances be liable to the other for any indirect or consequential loss howsoever caused, including in particular, loss of anticipated profits, goodwill or reputation.

Confidentiality

The Agent and ATOC undertake to keep all confidential information, including any confidential information relating to EUKL, disclosed to it pursuant to or by virtue of the operation of this Schedule confidential and shall not disclose it to third parties whatsoever other than with the prior written consent of the party disclosing the confidential information nor use it for any purpose, except as envisaged by this Schedule or as required by law or the order of any regulatory authority or Government body.

Notices

Any notices required under this Schedule shall be given to a party by first class post or hand delivery at the addresses set out in this Schedule or at such other address notified in writing from time to time by one party to the other. Notices sent by first class post shall be deemed to have been received the second day after posting. Notices delivered by hand during normal office hours shall be deemed to have been received on the date of delivery.

SCHEDULE 9(b)
AJENTS

1. Supply of AJENTS

1.1. ATOC may from time to time supply to the Agent with a CD-ROM containing software enabling the Agent to sell Rail Products under this Agreement ("Ajents").

1.2. ATOC grants to the Agent a non-exclusive, royalty free licence to use Ajents at the Authorised Offices in order to sell Rail Products under this Agreement.

1.3. The Authorised Offices (the full details of which are set out at Schedule 3) at which the Agent may use Ajents under the terms of this Schedule shall be as notified in writing to ATOC from time to time.

1.4. The Agent shall use the Ajents in accordance with the terms of this Agreement and any Instructions.

2. Agent's Obligations

2.1. The Agent shall:

2.1.1. at its own expense obtain and maintain any and all computer hardware and other equipment it requires in order to access and benefit from the use of Ajents.

2.1.2. honour and fulfil all bookings that the Agent makes through Ajents.

2.2. The Agent shall not:

2.2.1. use Ajents in any way in relation to international (non-domestic) tickets without the prior written approval of ATOC;

2.2.2. attempt to obtain or obtain unauthorised access to or interfere with:

(i) any data owned by ATOC, RSP any of the Operators or any other person; or

(ii) any computer programs or software owned by or licensed to ATOC or RSP;

2.2.3. use in conjunction with Ajents any third party computer programs which may in any way affect the integrity of Ajents;

2.2.4. charge, assign, sub-licence or otherwise encumber Ajents;

2.2.5. decompile, disassemble, exploit, develop, modify, enhance or attempt to decompile, disassemble, exploit, develop or enhance Ajents other than as permitted by law;

2.2.6. amend, alter, modify or deal with any of the data held in Ajents in any way whatsoever; or

2.2.7. use Ajents at any office or other location other than the Authorised Offices notified to the Agent from time to time.

2.3. The Agent shall return to ATOC any forms, or other documentation that ATOC requires to be returned to it, as soon as reasonably practicable and shall provide ATOC or its agent with any assistance that ATOC reasonably requires.

2.4. The Agent may not access or use Ajents unless it has appropriate skills as stated in or required by the terms of this Agreement or any Instructions.

2.5. The Agent shall obtain the necessary services in relation to Ajents from ATOC as may be required in respect of the RSP Data, including but not limited to training and documentation.

2.6. The Agent shall obtain the necessary services in relation to Ajents from ATOC as may be required in respect of its use, including but not limited to help desk services.

3. Intellectual Property Rights

3.1. The Agent acknowledges that ownership of all intellectual property rights in and to Ajents and any related documentation relating thereto vests in RSP and shall remain the exclusive property of RSP.

3.2. The Agent shall give notice to RSP as soon as it becomes aware that a third party is claiming that any of the third party's rights are infringed by RSP or any Operator when using Ajents. The Agent acknowledges that RSP shall have sole control over and shall conduct all

negotiations and defend any proceedings on its own behalf and on behalf of the Agent, and for those purposes the Agent shall co-operate with any reasonable requirements of RSP. The Agent further acknowledges that the costs of any such action and all damages and other sum which may be awarded as a result of any action in respect of RSP only shall be borne by RSP.

4. Termination

4.1. The terms of this Schedule shall come into effect upon Ajents being supplied to the Agent and continue until terminated pursuant to Clause 4.2 or 4.3 below.

4.2 The terms of this Schedule may be terminated by:

4.2.1 agreement between the parties at any time;

4.2.2 either party giving one month's prior written notice to the other;

4.2.3 either party at any time with immediate effect by giving the other written notice if the other:

(i) is in material breach of the terms of this Schedule;

(ii) is unable to pay its debts (within the meaning of the Insolvency Act 1986) or enters into any arrangements with creditors or has a receiver appointed of the whole or any material part of its assets or undertaking appointed or becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction.

4.3 In the event of termination, the Agent shall immediately cease to access or use Ajents in any way whatsoever.

5. Liability and Indemnity

5.1. Subject to Clause 5.5 below, ATOC shall only be liable for any direct loss (other than personal injury or death caused by the negligence or wilful default of ATOC) of any description suffered by the Agent arising out of the Agent's use of AJENTS and on the proviso that the Agent takes all possible measures to mitigate the effect of such loss.

5.2. The Agent shall only use Ajents for purposes of selling Rail Products under this Agreement and shall not misuse Ajents, and shall ensure that no one else misuses Ajents in any way whatsoever. The Agent acknowledges that in the event of any proven misuse ATOC may terminate the access of the Agent to Ajents.

5.3. The Agent shall indemnify RSP, ATOC and the Operators against all expense, liability, loss and claims whatsoever in respect of death or injury, loss or damage to any equipment, materials or premises which may arise out of or in consequence of the acts or omissions of the Agent or its employees or agents provided always that this indemnity shall not apply to the death, injury, loss or damage, cost and expense caused by the negligence of RSP or their employees or agents.

5.4. The Agent shall indemnify RSP, ATOC or the Operators in full against any loss, damage or liability which RSP, ATOC or the Operators may sustain or incur as a consequence of the Agent failing to comply with its obligations under this Schedule.

5.5. Neither party shall in any circumstances be liable to the other for any indirect or consequential loss howsoever caused, including in particular, loss of anticipated profits, goodwill or reputation.

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 Rail Quality of Service Certificate. In the case of any Authorised Office which has only one member of staff that member of staff shall have attained a Rail Quality of Service Certificate.

2. The Agent shall have on duty at all times during opening hours at least one member of staff who has attained the Rail Quality of Service Certificate.

3. The Agent shall ensure that at each Authorised Office at least one of its permanent members of staff shall have attained the Advanced Training Certificate.

4. 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 without the aid of an Approved TIS, the Agent shall keep separate records of sales to the Third Party and shall complete a separate return in the format notified to the Agent by RSP from time to time in respect of such sales. Such return shall comply with the requirements of Paragraph 3.2 of the Clearance and Settlement Procedure and shall be submitted to RSP at the same time and in accordance with the same procedures as the return prepared pursuant to Paragraph 3.2 of the Clearance and Settlement Procedure.

2.3. 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 14 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.

SCHEDULE 13

DIRECT DEBIT MANDATE

RAIL SETTLEMENT PLAN LIMITED

Instruction to your Bank or Building Society to pay Direct Debits

DIRECT Debit

Originator's Identification Number

Please fill in the whole form and send the original to:

Rail Settlement Plan Limited, 3rd 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).

3. Branch sort code.

Branch sort code.

(from the top right hand corner of your cheque)

5. Rail Settlement Plan Limited account number.

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.

(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

Rail Settlement Plan Ltd
(Rail Licencing Department)
2nd Floor, 200 Aldersgate Street,
London, EC1A 4HD

Dear Sir

In consideration of your supplying _____ with a Licence to sell tickets under the terms of that Agent's Agreement with the Rail Settlement Plan Ltd. WE UNDERTAKE as surety for _____ to save and keep the Rail Settlement Plan Ltd., indemnified up to a total amount not exceeding £_____ in aggregate from and against all consequences whatsoever, arising from, or in connection with, the breach or non-observance by _____ their duly authorised assigns, officers, servants, or agents of any of the terms or conditions of any agreement with the Rail Settlement Plan Ltd., for the sale of such tickets, on receipt of your first written demand addressed to

_____

_____

Our liability hereunder is limited to an amount not exceeding in the aggregate £_____ and we shall have the right to terminate our liability by giving the Rail Settlement Plan Ltd., three calendar months' previous notice in writing, but such notice and termination of the Guarantee shall not prejudice or affect any then accrued or accruing claims of the Rail Settlement Plan Ltd., or their right to make claims hereunder accordingly, provided that such claims are received by us at the above address by the termination date after which our liability hereunder shall be null and void save for any claims already received.

This guarantee is personal to you and is not assignable (except with our prior consent which shall not be unreasonably withheld).

Yours faithfully

Manager

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

David Mapp
for and on behalf of the Operators

By:

Antony Lain
RAIL SETTLEMENT PLAN LIMITED

By:

[NAME OF TRAVEL AGENT]

By:

PART III: FORM OF ATOC LICENCE FOR ATOC SELF-TICKETING LICENSEES

THIS AGREEMENT is entered into on [ ] BETWEEN:-

(1) [**NAME OF ATOC REPRESENTATIVE**] (the "ATOC Representative"), as the duly appointed Licensee of the persons named in Appendix 1 (the "ATOC Members");

(2) **RAIL SETTLEMENT PLAN LIMITED** (the "RSP") of [ADDRESS] as the body through which the ATOC Members have agreed to settle amounts due to them; and

(3) [**NAME OF LICENSEE**] (the "Licensee") of [ADDRESS].

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 to 1.5 (as the case may be) of the RSP's Standard Terms has been received by the RSP in relation to the relevant Ticket, Reservation or Refund in accordance with Paragraph 1.2 of the RSP's Standard Terms and that the RSP has decided to accept the relevant Ticket or Refund for clearing under Paragraph 1.8 of the RSP's Standard Terms and "Acceptance for Clearing" shall be construed accordingly.

"Act" means the Railways Act 1993 as amended by the Transport Act and any regulations or orders made under it, including any modification, re-enactment or re-making thereof or supplement thereto.

"Approval Certificate" means in relation to any TIS, the certificate of the RSP that such TIS has been approved for the purposes of issuing Tickets and/or other Tickets in accordance with such instructions and proceedings as may be specified in such certificate.

"ATOC Self-ticketing Licence" means this licence granted by the ATOC Representative on behalf of the ATOC Members to the Licensee.

"Authorised Offices" means the offices, the addresses of which are listed in Appendix 2, at which the Licensee is authorised to issue Tickets under this Agreement.

"Authority" means the Strategic Rail Authority established by section 201 of the Transport Act.

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

"Conditions of Travel" means the Conditions of Travel of the relevant Operator(s), including any addition, modification or replacement of them as notified to the Licensee by the ATOC Representative from time to time.

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

"Fares Manual" means a manual containing the price of Tickets and other information extracted from the National Fares Database in such format as the RSP may from time to time decide.

"Franchising Director" means the Director of Passenger Rail Franchising where this term is included for historical purposes only and any reference to the Franchising Director from 1 February 2001 refers to the Authority in terms of section 215 and Schedule 16 of the Transport Act.

"Group" means each subsidiary of the Licensee and the holding company of the Licensee (if any) and each of its subsidiaries from time to time.

"National Fares Database" means the fares database updated and maintained by the RSP.

"Operator" means any person other than the RSP who has agreed to be bound by the RSP Agreement or part of it.

"Period" means such consecutive periods of four weeks (or otherwise) used by the RSP for the purposes of settlement as the RSP may determine and notify to the Licensee from time to time under the RSP's Standard Terms.

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

"Refund" means a reimbursement of the whole or any part of the price (including any applicable Tax) shown on a Ticket.

"RSP" means Rail Settlement Plan Limited.

"RSP Agreement" means the Ticketing and Settlement Agreement between the operators named in that agreement and the RSP and dated 23 July 1995.

"RSP's Standard Terms" means the terms and conditions set out in Appendix 3 as amended from time to time by the RSP on 60 Business Days' written notice to the Licensee.

"Reservation" means the right to a seat, sleeper or other particular place on a particular train journey.

"Season Ticket" means a Ticket which entitles the holder to make journeys on the rail network from time to time during the period of the Ticket's validity, whether or not such entitlement is subject to restrictions, which definition shall not include a One-Day Travelcard.

"Ticket" means a document which entitles the holder to make a journey on the rail network in respect of which a fare is shown in the National Fares Database 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 Tickets and/or recording of Refunds.

"Timetable" means the published information about publicly advertised passenger train services.

“Transport Act” means the Transport Act 2000 and any regulations or orders made under it, including any modification, re-enactment or re-making thereof or supplement thereto;

"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 Ticket in exchange for the surrender of the document and which is issued in such form as may be notified from time to time by the ATOC Representative 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 Clauses etc.

References to this Agreement include its Appendices and references to Clauses and Appendices are to Clauses of and Appendices to this Agreement. References to Paragraphs are references to Paragraphs of the RSP's Standard Terms.

2 ISSUE OF TICKETS

2.1 Authority to issue Tickets

Subject to Clause 2.2 below, the Licensee may purchase and is authorised, to issue the following at its Authorised Offices:-

(a) Tickets issued with the aid of a TIS for which the fare has been programmed into that TIS;

(b) all other Tickets for which the fare is specified in the Fares Manual which is in force and has been supplied to the Licensee by the ATOC Representative;

(c) Reservations relating to Tickets; and

(d) such other products which may be settled through the services of the RSP as the ATOC Representative may notify to the Licensee from time to time.

2.2 Restrictions on Licensee's authority

The Tickets which the Licensee may issue and purchase and its authority under Clause 2.1 shall be limited to the purchase of Tickets for issue to the employees, officers and agents of the Licensee or any member of its Group and shall be subject to such further restrictions as are set out in Appendix 5.

2.3 Authority to make Refunds

(a) The Licensee shall refer all claims for a Refund or compensation to the ATOC Representative in accordance with such procedures as the ATOC Representative may notify to the Licensee from time to time.

(b) The Licensee is not authorised to make any Refunds in respect of Tickets or Reservations which have been lost or stolen.

2.4 Ticket formats

Each Ticket issued or Reservation made at an Authorised Office of the Licensee shall be issued from the Ticket and Reservation stock supplied to that Authorised Office and approved by the RSP from time to time and shall be issued in accordance with any instructions and procedures notified to the Licensee by the RSP from time to time.

2.5 Ticket stocks

(a) Each Period the RSP will monitor the level of Ticket and Reservation stock supplied by it and held by the Licensee. The ATOC Representative will procure that the Licensee is supplied with such approved stock as the RSP reasonably believes is sufficient to meet the Licensee's forecast issues. The Licensee may request the RSP to supply such additional approved stock as it may require.

(b) The Licensee shall keep secure all Ticket and Reservation stock supplied to it and shall procure that no employee or other person who is not authorised by the Licensee to use such Ticket or Reservation stock has access to it, shall promptly notify the RSP and the Police of the loss or theft of any Ticket or Reservation stock supplied to it and shall comply with any instructions and procedures notified to the Licensee by the RSP from time to time regarding their custody and use.

(c) The Licensee shall not without the prior consent of the RSP Representative authorise the use of such Ticket and Reservation stock at any Authorised Office other than that which was originally supplied with such stock or by any person other than those of its employees whom it has authorised to issue or otherwise deal with Tickets and Reservations pursuant to this Agreement.

(d) All unissued Ticket and Reservation stock supplied to the Licensee shall remain the property of the RSP and the Licensee shall return it to the RSP forthwith upon its request.

(e) The Licensee shall procure that all Tickets and Reservations issued by it and all Ticket and Reservation stock supplied to it which are delivered out of the custody of the Licensee are delivered either in person or by recorded delivery.

(f) The provisions of this Clause 2.5 shall apply to all blank, pre-printed and other stock supplied to the Licensee for the issue of Tickets and Reservations.

2.6 Annual stocktake

(a) As often as required and at least once every financial year, the RSP shall notify the Licensee in writing of the levels of blank, pre-printed and other Ticket and Reservation stock which it believes is held by the Licensee at each of its Authorised Offices on a date specified in such notice and the consecutive identification numbers of such stock.

(b) Within ten Business Days of such notification, the Licensee shall carry out a stocktake of all such Ticket and Reservation stock in its possession and shall notify the RSP in writing of the results of its stocktake, including any discrepancy with the information notified to it by the RSP.

(c) Following the notification of any such discrepancy in accordance with (b) above the Licensee shall take all such action(s) relating to blank, pre-printed and other Ticket and Reservation stock as the RSP may reasonably request.

2.7 Supply of TISs

(a) The RSP may from time to time supply TISs to the Licensee on such terms and conditions as may from time to time be agreed.

(b) In the event that the RSP does supply any such TIS, the Licensee shall procure that no employee or other person who is not authorised by the Licensee to use such TIS has access to them and shall comply with any instructions and procedures notified to the Licensee by the RSP regarding their custody and/or use.

(c) The Licensee shall not authorise the use of any such TIS by any person other than those of its employees who it has authorised to sell or otherwise deal with Tickets and Reservations pursuant to this Agreement without the prior consent of the RSP.

(d) Any such TIS supplied to the Licensee shall remain the property of the RSP and the Licensee shall return them to the RSP forthwith upon its request.

(e) Any TIS which has not been supplied by the RSP and is used by the Licensee in relation to the subject matter of this Agreement must be approved by the RSP in advance of its use and must be used only in accordance with its Approval Certificate. The Licensee shall not, without the prior consent of the RSP, authorise any such use of a TIS which has not been supplied by the RSP by any person other than those of its employees whom it has authorised to sell or otherwise deal with Tickets and Reservations pursuant to this Agreement.

2.8 Indemnity

The Licensee shall indemnify the RSP and each ATOC Member 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 the RSP or any ATOC Member as a result of a failure by the Licensee, its employees, delegates or agents to comply with this Agreement, or any instructions or procedures notified to the Licensee under it, or to take reasonable care of any blank, pre-printed or other Ticket and Reservation stock or any TIS that has been supplied to the Licensee or its agents whether by the RSP or any other person.

3 REGULATION

3.1 Licence of Ticket and Reservation names

(a) To the extent necessary to perform its obligations under this Agreement and not otherwise, the Licensee is licensed to use any trade marks or trade names comprising the names of Tickets and Reservations. The licence relates only to the marks and names in the manner in which they are portrayed on, or in relation to, the Tickets and Reservations or material relating to them supplied by the ATOC Representative. Such a licence will terminate on the expiry of this Agreement. The Licensee shall not alter, deface or remove in any manner any reference to such trade marks or trade names on any Ticket or Reservation stock.

(b) The Licensee will immediately bring to the notice of the RSP any improper or wrongful use of such trade marks or trade names of which the Licensee becomes aware and will, at the cost of the RSP, assist in taking all steps requested by the RSP to defend its rights in any litigation to protect such names or marks.

3.2 Regulatory requirements

The Licensee shall act with reasonable care and skill in performing its duties under this Agreement and shall not knowingly put any of the ATOC Members in breach of any applicable legal or regulatory requirements when issuing a Ticket or Reservation or communicating with any of its employees, officers or agents.

3.3 Conditions of Travel

The Licensee shall not waive or purport to waive or vary the Conditions of Travel or any other terms and conditions to which any Ticket is subject.

3.4 Location of Authorised Offices

The Licensee shall not change the location or number of its Authorised Offices except in accordance with Clause 10.

4 SETTLEMENT

Settlement of sums due in respect of Tickets and Reservations issued by the Licensee shall be through the services of the RSP in accordance with the RSP's Standard Terms.

5 INTEREST CHARGES

If the Licensee fails to pay any amount payable by it under this Agreement when due it shall pay interest to the RSP in accordance with the RSP's Standard Terms.

6 PROVISION OF FARE MANUALS AND TIMETABLES

6.1 Fare Manuals and Timetables

The ATOC Representative shall procure that the Licensee is provided with such number of copies of Fares Manuals and Timetables, or such extracts from or summaries of them, as the ATOC Representative may from time to time decide.

6.2 TISs

The RSP shall procure that each TIS which it has supplied to the Licensee is programmed with the National Fares Database or such extracts from or summaries of it as the RSP may from time to time decide.

7 ANNUAL SALES TARGET

Each year the Licensee shall, if so requested by the ATOC Representative, prepare and agree with the ATOC Representative a sales target in respect of each of its Authorised Offices. The timescales for production and submission of such sales targets shall be as notified to the Licensee by the ATOC Representative from time to time.

8 RIGHTS OF THE ATOC REPRESENTATIVE

8.1 Further information

(a) Upon request by the ATOC Representative, the Licensee will supply to the ATOC Representative (within such timescale as the ATOC Representative shall notify to the Licensee):-

(i) (if the Licensee is a company) a copy of its latest audited accounts filed with the Registrar of Companies;

(ii) an annual business plan for all of its Authorised Offices (in such format as the ATOC Representative shall specify).

(b) The Licensee shall notify the ATOC Representative forthwith if it experiences any material change in trading conditions.

8.2 Rights of inspection

The Licensee must permit the ATOC Representative or the RSP or anyone authorised by them to:-

(a) observe the Licensee's procedures for the issue of Tickets and Reservations and the making of Refunds;

(b) inspect the Licensee's use of the names of any Tickets and Reservations and any written material using any such names; and

(c) inspect any records, blank, pre-printed or other Ticket and Reservation stocks, TISs or other property that the RSP or anyone so authorised reasonably requires, in order, in each case, to verify that the Licensee has performed and is capable of performing its obligations under this Agreement.

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

8.3 Obligations of the Licensee to assist the ATOC Representative

The Licensee shall give every reasonable assistance to the ATOC Representative and the RSP and anyone authorised by either of them, shall comply with all their reasonable requests and shall allow them to take copies or extracts from its records which relate to this Agreement and the performance of the Licensee's obligations under this Agreement.

9 BONDS

The ATOC Representative may require the Licensee at any time to enter into, and keep renewed, a bond in a form approved by the ATOC Representative for the purposes of securing the payment of all monies which the Licensee may become liable to pay to the RSP under this Agreement. If the ATOC Representative requires the Licensee to enter into any such bond it shall be in such sum and upon such terms and with such persons as the ATOC Representative may approve. The Licensee shall deliver such bond to the ATOC Representative and at the request of the ATOC Representative shall also deliver to it the receipt for the last premium paid for such bond for each year during the term of this Agreement.

10 AUTHORISED OFFICES

10.1 Closing or changing addresses of Authorised Offices

If the Licensee wishes to decrease the number of its Authorised Offices or to change the address of any of them it shall notify the ATOC Representative accordingly in writing. Appendix 2 shall then be deemed to be amended in the manner notified to the ATOC Representative by the Licensee.

10.2 New Authorised Offices

If the Licensee wishes to increase the number of its Authorised Offices it shall submit a fresh application for a licence to buy and issue Tickets to the ATOC Representative in respect of each office at which it proposes to make such issues. The ATOC Representative shall consider each such application and shall notify the Licensee in writing of its decision with respect to each proposed office. Appendix 2 shall then be deemed to be amended by the inclusion of each proposed office for which the application is successful as an Authorised Office.

11 TERMINATION

11.1 Termination of Agreement

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

(a) the ATOC Representative or the Licensee at any time by giving four weeks' written notice to the other parties to this Agreement; or

(b) the ATOC Representative or the RSP at any time with immediate effect by giving written notice to the Licensee if the Licensee:-

(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 the RSP under this Agreement for two consecutive Periods;

(iii) is unable to pay its debts (within the meaning of Sections 123, 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 the ATOC Representative);

(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) has an administration order under Section 8 of the Insolvency Act 1986 made in relation to it or suffers the making of any application for such an order;

(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; or

(ix) 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 Licensee is sold or transferred to another person.

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

11.2 Accrued rights and obligations

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

11.3 Obligations of Licensee on termination

(a) Immediately upon termination of this Agreement the Licensee shall, as required by the ATOC Representative, return to the ATOC Representative or the RSP any TISs, blank, pre-printed and other Ticket or Reservation stock and Fares Manuals together with all materials and other information relating to this Agreement supplied by them and any material using the names of any of the Tickets.

(b) The Licensee further agrees that immediately upon termination of this Agreement either the ATOC Representative or the RSP may disable any TISs operated by the Licensee in relation to the issue of Tickets and Reservations and shall allow immediate access to such TIS and any data stored on it by the ATOC Representative, the RSP and/or their agents for such purpose.

(c) The Licensee shall also allow the ATOC Representative, the RSP and/or their agents to remove any and all such TISs, blank pre-printed and other Ticket and Reservation stock, Fares Manuals and other materials and information relating to this Agreement and supplied by them immediately upon termination of this Agreement.

(d) Once this Agreement is terminated the Licensee shall not issue any Tickets or Reservations or make any Refunds in respect of any Tickets or hold itself out as having any authority to issue any such Ticket or make any such Reservations or Refunds or inform any customer or potential customer on matters relating to such Tickets, Reservations or Refunds or hold itself out as having any authority to so inform any customer or potential customer.

12 CONFIDENTIALITY

The ATOC Representative shall treat any information that it, the RSP, or any of the their employees, delegates or agents receives from the Licensee under, as a result of, or in the course of performing the activities contemplated by this Agreement as confidential. Accordingly, the ATOC Representative and the RSP shall not, and each of them shall procure that its employees, delegates and agents do not disclose such information to any other person. However, information may be disclosed by the ATOC Representative, the RSP, or a person acting on behalf of either the ATOC Representative or the RSP:-

(a) to the extent expressly contemplated by this Agreement;

(b) in accordance with instructions given by the Licensee;

(c) where the disclosure is required under the Act or is otherwise made under compulsion of law or is to a taxation authority;

(d) to the Authority or any ATOC Member or its or their employees, delegates, agents or professional advisers;

(e) to the RSP or any person to whom any of its powers, discretions or obligations under this Agreement have been delegated or the professional advisers of such delegates;

(f) to the professional advisers of the ATOC Representative, the RSP, or any ATOC Member;

(g) to the extent necessary for the performance by the ATOC Representative or the RSP of their rights or obligations under this Agreement;

(h) for the purpose of enabling the ATOC Representative, the RSP, or any ATOC Member to institute, carry on or defend any legal proceedings;

(i) 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 Agreement;

(j) to the extent that such information was obtained independently of the Licensee acting in accordance with this Agreement; and

(k) to the extent that such disclosure is required by the rules and regulations of the International Stock Exchange of the United Kingdom and the Republic of Ireland Limited or other recognised stock exchange.

13 ASSIGNABILITY

13.1 By the Licensee

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

13.2 By the RSP or ATOC Members

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

14 NOTICES

14.1 Service

Service of notices or other documents referred to in this Agreement shall be effected by:-

(a) post to the proper address;

(b) fax;

(c) leaving the document at the proper address; or

(d) personal service.

Payment instructions shall not, however, be given solely by fax.

14.2 Proper address

The proper address of a person is:-

(a) in the case of the Licensee, the current address for service notified to the ATOC Representative, its principal or last known place of business in the United Kingdom or, if the Licensee is a body corporate, its registered office in the United Kingdom;

(b) in the case of any ATOC Member, the address of the ATOC Representative;

(c) in the case of the 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.

14.3 Date service is effected

Where service is effected by post and the document is proved to have been posted, the document in question shall be presumed to have been delivered in the ordinary course of post and the date of service shall be construed accordingly. Where service is effected by fax, it shall be confirmed by the delivery or posting of a copy of the fax to the party to whom the fax was addressed and shall be taken

to be served on the date of despatch of the fax. Where service is effected by leaving the document at the proper address of the person to be served, the document shall be taken to have been served on the date on which it was left.

15 REPLACEMENT OF THE ATOC REPRESENTATIVE

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

16 CHANGE OF ATOC MEMBERS

16.1 New ATOC Members

The ATOC Representative may from time to time give the Licensee reasonable prior notice that an Operator will become a new ATOC Member. Upon the expiry of such notice the Licensee and such Operator shall acquire such rights and obligations with respect to each other as they would have had if they had entered into an agreement substantially in the form of this Agreement at the date of the expiry of such notice and references in this Agreement to the ATOC Members shall, subject to Clause 16.2, include such Operator.

16.2 Withdrawal of ATOC Members

The ATOC Representative may from time to time give the Licensee reasonable notice of the withdrawal of a particular ATOC Member from this Agreement. Upon the expiry of such notice this Agreement shall terminate with respect to that ATOC Member and references in this Agreement to the ATOC Members 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 ATOC Member.

17 AUTHORITY OF ATOC MEMBERS

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

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

18 WAIVER

No waiver by the ATOC Representative or the RSP of the performance of any provision 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.

19 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.

20 RESTRICTIVE TRADE PRACTICES

Notwithstanding any other provision of this Agreement, no provision of this Agreement which is of such a nature as to make the Agreement liable to registration under the Restrictive Trade Practices Act 1976 shall take effect until the day after that on which particulars thereof have been furnished to the Director General of Fair Trading pursuant to such Act. For the purposes of this Clause 20 the term "Agreement" shall include any agreement forming part of the same arrangement.

21 DATA PROTECTION ACT 1984

The Licensee warrants to each of the ATOC Members and the RSP that in respect of any personal data (as defined in the Data Protection Act 1984) which it holds or processes pursuant to this Agreement:-

(a) it has duly made all necessary registrations of its particulars (including, without prejudice, the purposes for which such data is held), sources and intended disclosures in accordance with the provision of the Data Protection Act 1984 and will supply on request to the ATOC

Representative or the RSP a copy of such registrations together with any amended particulars that may be filed from time to time;

(b) it complies and will continue to comply with each of the provisions of the Data Protection Act 1984 as amended or replaced from time to time, including, without prejudice, the Data Protection Principles referred to in that Act, in relation to data covered by this Clause;

(c) its Data Protection Registrations contemplate it providing to the RSP, or its duly authorised representatives, personal data in relation to Tickets, including but not limited to Season Tickets and Railcards;

(d) it will co-operate fully with each of the ATOC Members and the RSP in complying with any subject access request and in dealing with any investigation carried out by the Data Protection registrar; and

(e) it will co-operate fully with each of the ATOC Members and the RSP in the making of their respective registrations under the Data Protection Act 1984 and in the making of any change to any part of such registrations in relation to the operation of this Agreement.

22 COMPLIANCE WITH PROCEDURES

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

23 TIME LIMITS

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

24 TIME OF THE ESSENCE

In the performance by the parties to this Agreement of their duties and obligations time shall be of the essence.

25 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.

APPENDIX 1

ATOC MEMBERS

APPENDIX 2

AUTHORISED OFFICES

APPENDIX 3

RSP's STANDARD TERMS

1 PROVISION OF INFORMATION TO THE RSP

1.1 General

Tickets and Reservations issued by the Licensee and Refunds made by the Licensee shall be cleared and settled through the system operated by the RSP.

1.2 Provision of information

Each Period the Licensee shall provide to the RSP the information referred to in Paragraphs 1.3 to 1.5 in respect of all Tickets, Reservations and Refunds issued or made by it or on its behalf during that Period. All such information shall be provided:-

(a) in accordance with the Approval Certificate for the relevant TIS, in the case of a Ticket, Reservation or Refund issued by or made with a TIS;

(b) in the case of products sold without using a TIS, in the form of counterfoils of Rail Product stock supplied to the Licensee and approved by the RSP from time to time; or

(c) in such other format as may be specified by the RSP from time to time.

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

1.3 Information about Tickets

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

(a) the name of the Licensee and the relevant issuing office;

(b) the date of issue and period of validity;

(c) the station at which the journey is to commence (unless the Ticket is valid for journeys within a particular area);

(d) the destination (unless the Ticket is valid for journeys within a particular area);

(e) if the Ticket is valid for journeys within a particular area, the area in which the Ticket is valid;

(f) any requirements as to the route that must be taken or the Operator whose trains must or must not be used;

(g) whether standard or first class;

(h) the Ticket type;

(i) the price (including any applicable VAT) of the Ticket;

(j) if the rights and restrictions applicable to the Ticket permit it to be issued only to a particular category of person, an indication of the category in question;

(k) 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

(l) any other information required by the RSP from time to time.

1.4 Information about Reservations

The following information must be provided to the RSP in respect of Each Reservation issued by the Licensee:-

(a) the name of the Licensee and the relevant issuing office;

(b) the date on which the Reservation is valid;

(c) the departure time of the train service on which the Reservation is valid;

(d) the stations from and to which the Reservation is valid;

(e) whether the Reservation is for a place in standard or premier class;

(f) the price (including any applicable VAT) of the Reservation;

(g) 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

(h) any other information required by the RSP from time to time.

1.5 Refunds

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

(a) the name of the Licensee and the office at which the Refund was made;

(b) the date of the Refund;

(c) the amount of the Refund before the deduction of any administrative charges;

(d) the Ticket in respect of which the Refund was made;

(e) the name and address of the person to whom the Refund was made;

(f) 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

(g) any other information required by the RSP from time to time.

1.6 Information supplied incorrectly

If any information provided to the RSP by the Licensee under Paragraphs 1.3 to 1.5 is incomplete or is provided in a different format or in accordance with a different procedure from that specified by the

RSP from time to time, the RSP shall have a discretion whether or not to Accept for Clearing the relevant Ticket, Reservation and/or Refund in that Period. If it elects not to do so it shall notify the Licensee accordingly, which shall then resubmit the information, together with any missing information, in accordance with Paragraph 1.2.

1.7 Data re-creation

(a) If any information which the Licensee is bound to provide under Paragraphs 1.3 to 1.5 is lost or destroyed before the relevant Ticket and/or Refund information has been Accepted for Clearing or for any other reason it is impossible or impracticable for the Licensee to provide the information, the Licensee shall notify the RSP accordingly as soon as reasonably practicable after such event occurs.

(b) The 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 Period to which the missing information relates, the 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 the RSP.

(c) The Licensee shall co-operate with the RSP, and provide it with such further information as it reasonably requires, to enable the RSP to obtain or estimate such missing information.

(d) Any missing information which is obtained by the RSP from an alternative source, or is estimated by it under this Paragraph 1.7 shall, for the purposes of the RSP's Standard Terms, be deemed to have been provided by the Licensee in the absence of fraud or wilful default or manifest error by the RSP.

1.8 Time at which items are Accepted for Clearing

The RSP may elect to treat any Ticket, Reservation or Refund in relation to which the information referred to in Paragraphs 1.3 to 1.5 was:-

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

(b) incomplete or supplied in a format or in accordance with a procedure which is different from that specified by the RSP from time to time, as having been Accepted for Clearing in the

Period in which such information is completed and provided to the RSP in accordance with a procedure acceptable to the RSP.

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

1.9 Effect of Acceptance for Clearing

Following the receipt by the RSP of all the required information relating to a Ticket, Reservation or Refund and their Acceptance for Clearing, the RSP shall take the amounts which are due to the Licensee in respect of such Refund into account, in accordance with the ATOC Self-ticketing Licence and the RSP's Standard Terms, for the purpose of determining the payments due from the Licensee in respect of the Period in which the Ticket, Reservation or, as the case may be, Refund is Accepted for Clearing.

2 PRESERVATION OF INFORMATION

2.1 Information

(a) The Licensee shall preserve the information specified in Paragraphs 1.3 to 1.5 in relation to every Ticket and Reservation it issues and every Refund it makes. Such information shall be preserved in the case of Tickets and Reservations issued with the aid of a TIS or Refunds made in respect of such Ticket or Reservation until that information has been received by the RSP and in all other cases for thirty Periods after the end of the Period in which the Ticket or Reservation was issued or, as the case may be, Refund was made.

(b) The RSP shall make arrangements for the transfer of information to the RSP from any TIS which it has approved. Such transfer shall take place at such times and in accordance with such procedures as the RSP may notify the Licensee from time to time and the Licensee shall co-operate with such procedures.

(c) The Licensee shall preserve written summaries of its issues of Tickets, Reservations and Refunds which were issued or made with the aid of a TIS for thirty Periods after the end of the Period in which the information specified in Paragraphs 1.3 to 1.5 relating to such issues or Refunds was received by the RSP.

2.2 Inspection

The Licensee shall permit the RSP or anyone authorised by it to inspect the information preserved under Paragraph 2.1. The Licensee shall give every reasonable assistance to the 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.

2.3 Methods of preservation

With the exception of electronic data which has been transferred to the RSP, the information referred to in Paragraph 2.1 shall be preserved in written form, on microfiche or on computer disc.

3 SETTLEMENT OF REVENUES

3.1 Return from the Licensee

By close of business on the seventh Business Day after the end of each Period the Licensee shall, in respect of that Period:-

(a) complete, and ensure that the RSP has received, a return in the format and in accordance with the procedures notified to the Licensee by the RSP from time to time which return shall include the following:-

(i) a summary of all Tickets and Reservations which were issued by it or on its behalf, together with a summary of the total values of those Tickets and Reservations;

(ii) the first and last stock identification numbers of each consecutive series of Ticket and Reservation stock relating to issues made by it or on its behalf at each of its Authorised Offices; and

(iii) such further supporting documentation and required information as has not already been received by the RSP in that Period as it may specify from time to time.

(b) attach to the return:-

(i) the counterfoils relating to all Tickets and Reservations issued manually or issued with the aid of a TIS which is not polled directly by the RSP and Refunds (unless these have already been submitted to the RSP);

(ii) if the Licensee uses a TIS which is not polled directly by the RSP in accordance with Paragraph 2.1(b) the issues data recorded for that Period in the format specified in the Approval Certificate for the relevant TIS; and

(iii) all Tickets which the Licensee cancelled in that Period.

3.2 Calculation of the Settlement Amount

Following receipt of the return submitted by the Licensee in accordance with Paragraph 3.1 the RSP shall in respect of that Period calculate and invoice the Licensee for an amount (the "Settlement Amount") calculated as follows:-

(a) the aggregate of the price (including any applicable VAT) specified in the National Fares Database as reduced by any applicable discount for each Ticket and Reservation purchased or treated under the RSP's Standard Terms as having been purchased by the Licensee or on its behalf during that Period; and

LESS

(b) the aggregate of the amounts of the Refunds that were made by the Licensee or on its behalf during that Period.

Each such invoice shall be accompanied by a statement of the Settlement Amount together with its calculation in accordance with this Paragraph 3.2.

3.3 Payment by the Licensee

The Licensee shall pay to the RSP the Settlement Amount within 7 days of receipt of the relevant invoice irrespective of whether all the information referred to in Paragraphs 1.3 to 1.5 has been received by the RSP and Accepted for Clearing.

3.4 Method of payment

Any amounts due from the Licensee under Paragraphs 3.2 and 3.3 shall be paid by cheque drawn in pounds sterling on a bank in the United Kingdom or by direct debit under a mandate granted to the RSP over a pounds sterling account with a bank in the United Kingdom or by such other method as may be agreed between the RSP and the Licensee from time to time.

3.5 Periods

3.5.1 1 April 1995 to 31 March 1996

From 1 April 1995 to 31 March 1996, the Periods shall be as specified in Appendix 4.

3.5.2 1 April 1996 to 31 March 1997 and subsequent years

On or before 31 January in each year, the RSP shall determine the Periods in the following twelve months and shall notify them in writing to the Licensee.

4 NON-PAYMENT BY THE LICENSEE

4.1 Interest

The RSP shall be entitled to charge interest on any amount payable by the Licensee to the RSP from the time that any such amount becomes due. The 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 the RSP (both before and after any judgement) at the Default Rate. Interest accrued under this Paragraph 4.1 shall be due on demand by the RSP but, if not previously demanded, shall be due on the last day of the 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.

4.2 Expenses

The Licensee shall on demand indemnify the 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 Licensee to pay any amount payable by it under this Agreement when due, including the costs and expenses of any proceedings brought against the Licensee to recover the amount due.

5 CALCULATIONS BY THE RSP

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

6 LIABILITY OF THE RSP

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

7 TIME LIMITS

Where any obligation under the RSP's Standard Terms 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.

8 PAYMENTS FREE AND CLEAR OF SET-OFF

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

APPENDIX 4

SETTLEMENT PERIODS AND RETURN DATES

SETTLEMENT PERIOD			RETURN DATE
Period	From	To	
9605	23 July 1995	19 August 1995	30 August 1995
9606	20 August 1995	16 September 1995	26 September 1995
9607	17 September 1995	14 October 1995	24 October 1995
9608	15 October 1995	11 November 1995	21 November 1995
9609	12 November 1995	9 December 1995	19 December 1995
9610	10 December 1995	6 January 1996	16 January 1996
9611	7 January 1996	3 February 1996	13 February 1996
9612	4 February 1996	2 March 1996	12 March 1996
9613	3 March 1996	30 March 1996	11 April 1996

APPENDIX 5

RESTRICTIONS ON LICENSEE'S AUTHORITY

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

(a) Season Tickets;

(b) One-Day Travelcards which do not comply with Transport Trading Limited's specifications;

(c) Tickets issued in exchange for Warrants; or

(d) Tickets purchased with the benefit of a railways staff privilege card.

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

[NAME OF ATOC REPRESENTATIVE]
for and on behalf of the Operators

By:

RAIL SETTLEMENT PLAN LIMITED

By:

[NAME OF SELF-TICKETING AGENT]

By:

PART IV: FORM OF ATOC LICENCE FOR ITX TRAVEL AGENTS

THIS AGREEMENT is entered into on [ ] BETWEEN:-

(1) [**NAME OF ATOC REPRESENTATIVE**] (the "ATOC Representative"), as the duly appointed agent of the persons named in Appendix 1 (the "ATOC Members");

(2) **RAIL SETTLEMENT PLAN LIMITED** (the "RSP") of [ADDRESS] as the body through which the ATOC Members have agreed to settle amounts due to them; and

(3) [**NAME OF ITX AGENT**] (the "ITX Agent") of [ADDRESS].

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 or 1.4 (as the case may be) of the RSP's Standard Terms has been received by the RSP in relation to the relevant ITX Ticket or Refund in accordance with Paragraph 1.2 of the RSP's Standard Terms and that the RSP has decided to accept the relevant ITX Ticket or Refund for clearing under Paragraph 1.5 of the RSP's Standard Terms and "Acceptance for Clearing" shall be construed accordingly.

"Act" means the Railways Act 1993 as amended by the Transport Act and any regulations or orders made under it, including any modification, re-enactment or re-making thereof or supplement thereto.

"Advance Purchase Scheme" means the arrangements under which ITX Tickets are supplied in Batches to the ITX Agent and paid for by a single lump sum in respect of each Batch.

"Approval Certificate" means, in relation to any TIS, the certificate of the RSP that such TIS has been approved for the purposes of issuing ITX Tickets and/or other Tickets in accordance with such instructions and procedures as may be specified in such certificate.

"Authorised Offices" means the offices, the addresses of which are listed in Appendix 2, at which the ITX Agent is authorised to sell ITX Tickets under this Agreement.

"Authority" means the Strategic Rail Authority established by section 201 of the Transport Act.

"Batch" means a single delivery to the ITX Agent of ITX Ticket stock approved by the RSP for the issue of one thousand ITX Tickets under the procedures relating to the Advance Purchase Scheme as notified to it from time to time by the RSP.

"Batch Price" means the total price (exclusive of any VAT) payable in respect of each Batch delivered to the ITX Agent under the Advance Purchase Scheme as set out in Part B of Appendix 6.

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

"Conditions of Travel" means the Conditions of Travel of the relevant Operator(s), including any addition, modification or replacement of them as notified to the ITX Agent by the ATOC Representative from time to time.

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

"Fares Manual" means a manual containing the price of Tickets and other information extracted from the National Fares Database in such format as the RSP may from time to time decide.

"Franchising Director" means the Director of Passenger Rail Franchising where this term is included for historical purposes only and any reference to the Franchising Director from 1 February 2001 refers to the Authority in terms of section 215 and Schedule 16 of the Transport Act.

"ITX Ticket" means those Tickets specified in Appendix 5.

"Leisure Package" means an inclusive product offered for sale by the ITX Agent to its customers which includes at least the following elements:-

(a) overnight accommodation for at least one night if that night falls on a day which is not a Business Day or the day before a day which is not a Business Day and for at least two consecutive nights if one of those nights falls on any other day; and

(b) access to an educational or recreational event or facilities.

“National Fares Database" means the fares database updated and maintained by the RSP.

"Net Price" means, in the case of the Wholesale Discount Scheme, the price (exclusive of any applicable VAT) of an ITX Ticket as specified in the price matrix set out in Part A of Appendix 6 and, in the case of the Advance Purchase Scheme, the price (exclusive of any applicable VAT) stated as the Net Price in Part B of Appendix 6.

"Operator" means any person other than the RSP who has agreed to be bound by the RSP Agreement or part of it.

"Period" means such consecutive periods of four weeks (or otherwise) used by the RSP for the purposes of settlement as the RSP may determine and notify to the ITX Agent from time to time under the RSP's Standard Terms.
"Rail Regulator" has the same meaning as in the Act.

"Refund" means a reimbursement of the whole or any part of the price (including any applicable VAT) shown on a ITX Ticket.

"Reservation" means the right to a seat, sleeper or other particular place on a particular train journey.

"RIT Licence" means this licence granted by the ATOC Representative on behalf of the ATOC Members to the ITX Agent.

"RSP" means Rail Settlement Plan Limited.

"RSP Agreement" means the Ticketing and Settlement Agreement between the operators named in that agreement and the RSP and dated 23 July1995.

"RSP's Standard Terms" means the terms and conditions set out in Appendix 3 as amended from time to time by the RSP on 60 Business Days' written notice to the ITX Agent.

"Ticket" means a document which entitles the holder to make a journey on the rail network in respect of which a fare is shown in the National Fares Database.

"Timetable" means published information about publicly advertised passenger train services.

"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 ITX Tickets and/or recording of Refunds and which has been approved for use by the RSP.

"Transport Act" means the Transport Act 2000 and any regulations or orders made under it, including any modification, re-enactment or re-making thereof or supplement thereto;

"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.

"Wholesale Discount Scheme" means the arrangements under which ITX Tickets are supplied to ITX Agents otherwise than in Batches and paid for in the Period immediately following that in which they were issued to customers of the ITX 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 Clauses etc

References to this Agreement include its Appendices and references to Clauses and Appendices are to Clauses of and Appendices of this Agreement. References to Paragraphs are references to Paragraphs of the RSP's Standard Terms.

2 SALE OF ITX TICKETS

2.1 Authority to sell ITX Tickets

Subject to Clause 2.2 below, the ITX Agent is authorised to incorporate ITX Tickets into its Leisure Packages and to market and sell such ITX Tickets in accordance with this Agreement, as agent for the ATOC Members, at its Authorised Offices. The ITX Agent's authority under this Clause 2.1 shall also extend to such other Tickets which may be settled through the services of the RSP as The ATOC Representative may notify in writing to the ITX Agent from time to time.

2.2 Restrictions on ITX Agent's authority

a) The ITX Agent may only sell ITX Tickets which form part of Leisure Packages sold by it or on its behalf.

b) The ITX Agent may not sell any ITX Ticket the first use of which may properly occur after the expiry of this Agreement.

2.3 Authority to make Refunds

a) The ITX Agent is authorised, as agent for the ATOC Members, to accept a claim for and make a Refund on any ITX Ticket where the total cost of the related Leisure Package is also refunded by the ITX Agent and the ITX Ticket is returned unused to the ITX Agent.

(b) If the ITX Agent wishes to make a Refund in any other circumstance it shall refer the relevant claim to the ATOC Representative in accordance with such procedures as the ATOC Representative may notify to the ITX Agent from time to time.

(c) The ITX Agent is not authorised to make any Refunds in respect of ITX Tickets which have been lost or stolen.

2.4 Sale of other rail products

The ITX Agent shall not issue, or hold itself out as having authority to issue any Ticket, Reservation, railcard or other rail product other than an ITX Ticket unless it is expressly authorised to do so in writing by the ATOC Representative.

2.5 Incorporation of ITX Tickets into Leisure Packages

(a) The ITX Agent may incorporate ITX Tickets into a Leisure Package either as an essential part of that Leisure Package and quote a single price (including any applicable VAT) to its customers for that Leisure Package (including the relevant ITX Ticket) or as an optional part of that Leisure Package and quote a separate price (including any applicable VAT) for the relevant ITX Ticket if that ITX Ticket is included in the Leisure Package at its customer's option.

(b) Subject to Clause 12.1 below, and the prior written consent of the ATOC Representative as to any particular price, the ITX Agent may quote and charge to its customers any price

(including any applicable VAT) which is not more than the Net Price plus any applicable VAT, less two pounds in respect of an ITX Ticket offered for sale as an optional part of the relevant Leisure Package in accordance with this Agreement.

(c) The ITX Agent shall in all cases:-

(i) account to the RSP for each ITX Ticket in accordance with Clause 4; and

(ii) issue supporting documentation to each of its customers who are issued with an ITX Ticket and advise each of them that they must produce such documentation together with the relevant ITX Ticket if so requested by an agent or employee of an Operator. Such supporting documentation must evidence the incorporation of that ITX Ticket into the ITX Agent's Leisure Package.

2.6 ITX Ticket formats

Each ITX Ticket issued by an Authorised Office of the ITX Agent shall be issued from the ITX Ticket stock supplied to that Authorised Office and approved by the RSP from time to time and shall be issued in accordance with any instructions and procedures notified to the ITX Agent by the RSP from time to time.

2.7 Reservations

(a) The ITX Agent shall procure that the appropriate Reservation is made for each group of ten or more of its customers who make the same train journey.

(b) The ITX Agent shall use all reasonable endeavours to ensure that each of its customers who are issued with an ITX Ticket and who do not have the appropriate Reservation made for them through the services of the ITX Agent are advised:-

(i) to make a Reservation in advance at a station or ATOC licensed travel agent; and

(ii) that the price paid for any rail inclusive Leisure Package does not include any applicable charges for such Reservations.

2.8 ITX Ticket stock

(a) If ITX Tickets are supplied under the Advance Purchase Scheme, the RSP will procure that the ITX Agent is supplied with a Batch within seven Business Days of receiving the full amount due in respect of that Batch in accordance with the RSP's Standard Terms.

(b) If the ITX Tickets are supplied under the Wholesale Discount Scheme, the RSP will monitor the level of ITX Ticket stock supplied by it and held by the ITX Agent each Period. The RSP will procure that the ITX Agent is supplied with such approved stock as the RSP reasonably believes is sufficient to meet the ITX Agent's forecast sales. The ITX Agent may request the RSP to supply such additional approved stock as it may require.

(c) The ITX Agent shall keep secure all ITX Ticket stock supplied to it and shall procure that no employee or other person who is not authorised by the ITX Agent to use such ITX Ticket stock has access to it, shall promptly notify the RSP and the Police of the loss or theft of any ITX Ticket stock supplied to it and shall comply with any instructions and procedures notified to the ITX Agent by the RSP from time to time regarding their custody and use.

(d) The ITX Agent shall not without the prior consent of the ATOC Representative authorise the use of such ITX Ticket stock at any office other than the Authorised Office which was originally supplied with such stock or by any person other than those of its employees whom it has properly authorised to sell or otherwise deal with ITX Tickets pursuant to this Agreement.

(e) Any ITX Ticket stock supplied to the ITX Agent shall remain the property of the RSP and the ITX Agent shall return it to the RSP forthwith upon its request.

(f) The ITX Agent shall procure that all ITX Tickets sold by it and all ITX Ticket stock supplied to it which it distributes to its Authorised Offices are delivered either in person or by recorded delivery.

(g) The provisions of this Clause 2.8 shall apply to all blank, pre-printed and other stock supplied to the ITX Agent for the issue of ITX Tickets.

2.9 Annual stocktake

(a) As often as required and at least once every financial year, the RSP shall notify the ITX Agent in writing of the levels of blank, pre-printed and other ITX Ticket stock which it

believes is held by the ITX Agent at each of its Authorised Offices on a date specified in such notice and the consecutive identification numbers of such stock.

(b) Within ten Business Days of such notification, the ITX Agent shall carry out a stocktake of all such ITX Ticket stock in its possession and shall notify the RSP in writing of the results of its stocktake including any discrepancy with the information notified to it by the RSP.

(c) Following the notification of any such discrepancy in accordance with (b) above the ITX Agent shall take all such action(s) relating to blank, pre-printed and other ITX Ticket stock as the RSP may reasonably request.

2.10 Supply of TISs

(a) The RSP may from time to time supply TISs to the ITX Agent on such terms and conditions as may from time to time be agreed.

(b) If the RSP does supply any such TIS, the ITX Agent shall procure that no employee or other person who is not authorised by the ITX Agent to use such TIS has access to it and shall comply with any instructions and procedures notified to the ITX Agent by the RSP regarding its custody and/or use.

(c) The ITX Agent shall not authorise the use of any such TIS by any person other than those of its employees whom it has properly authorised to sell or otherwise deal with ITX Tickets pursuant to this Agreement without the prior consent of the RSP.

(d) Any such TIS supplied to the ITX Agent shall remain the property of the RSP and the ITX Agent shall return it to the RSP forthwith upon its request.

(e) Any TIS which has not been supplied by the RSP and is used by the ITX Agent in relation to the subject matter of this Agreement must be approved by the RSP in advance of its use and must be used only in accordance with its Approval Certificate. The ITX Agent shall not without the prior consent of the RSP authorise any such use of a TIS which has not been supplied by the RSP by any person other than those of its employees whom it has properly authorised to sell or otherwise deal with ITX Tickets pursuant to this Agreement.

2.11 Indemnity by the ITX Agent

The ITX Agent shall indemnify the RSP and each ATOC Member 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 the RSP or any ATOC Member as a result of a failure by the agent, its employees, delegates or agents to comply with this Agreement, or any instructions or procedures notified to the ITX Agent under it, or to take reasonable care of any blank, pre-printed or other ITX Ticket stock or any TIS that has been supplied to the ITX Agent or its agents whether by the RSP or any other person or as a result of a failure by any person to whom it has issued a ITX Ticket to comply with any terms and conditions to which any such ITX Ticket is subject.

2.12 Indemnity by the ATOC Members

(a) The ATOC Members acknowledge that the terms of the Package Travel, Package Holidays and Package Tours Regulations 1992, place a duty on the ITX Agent to make suitable alternative arrangements and, where appropriate, compensate its customers in the event that a significant proportion of its rail inclusive Leisure Package is not provided to them. Each Operator agrees that where any such compensation is paid which results from any negligent act or omission by that Operator it will indemnify the ITX Agent against all claims for compensation properly made under such Regulations to the extent that a claim for an equivalent amount of compensation would be payable under any applicable Conditions of Travel.

(b) The relevant Operator(s) shall only be liable under the indemnity set out in (a) above provided that the ITX Agent:-

(i) immediately gives written notice to the ATOC Representative upon receipt of any such claim for compensation; and

(ii) does not settle, compromise or otherwise commit the relevant Operator(s) in any way in respect of any such claim without the prior written consent of the ATOC Representative.

3 MARKETING

3.1 ITX Tickets sold as an optional part of a Leisure Package

If the ITX Agent offers ITX Tickets for sale as an optional part of a Leisure Package it shall publicise and promote those ITX Tickets with at least equivalent force and, without prejudice to ITX Agent's

obligations to account for the Net Price in accordance with the RSP's Standard Terms, offer those ITX Tickets for sale at the same or greater discount (if any) to the Net Price as that offered by the ITX Agent in relation to any alternative mode of transport offered as an optional part of that Leisure Package.

3.2 Brochures

(a) During each 12 month period during the term of this Agreement the ITX Agent shall publish and distribute at least 50,000 brochures which feature rail inclusive Leisure Packages. Each such brochure shall:-

(i) publicise rail travel generally as well as the particular rail travel offer which forms part of the relevant Leisure Package;

(ii) feature at least one logo which has been approved by the ATOC Representative and a picture of a train;

(iii) include reference to any relevant Conditions of Travel and any restrictions to which the relevant ITX Ticket would be subject; and

(iv) allocate to rail travel an amount of space proportionate to that allocated to other modes of transport publicised in that brochure.

(b) The ITX Agent shall submit proof copies of all such brochures to the ATOC Representative for approval before publication and the ATOC Representative shall not unreasonably withhold such approval.

(c) The ITX Agent shall deliver to the ATOC Representative two copies of the final version of each brochure as soon as they are available for distribution to the general public.

3.3 Designation

The ITX Agent may represent itself on its letterheads and in its advertising as an "ATOC Rail Inclusive Tour Operator" but shall not hold itself out as authorised to represent or otherwise act on behalf of any of the ATOC Members or any other member of the Association of Train Operating Companies, the ATOC Representative or the RSP except as expressly contemplated by this Agreement or as otherwise authorised in writing by the person(s) the ITX Agent purports to represent.

3.4 Licence of ITX Ticket names

(a) To the extent necessary to perform its obligations under and to carry out the functions expressly permitted by this Agreement and not otherwise, the ITX Agent is licensed to use any trade marks or trade names comprising the names of ITX Tickets. The licence relates only to the marks and names in the manner in which they are portrayed on, or in relation to, the ITX Tickets or material relating to them supplied by the ATOC Representative. Such a licence will terminate on the expiry of this Agreement. The ITX Agent shall not alter, deface or remove in any manner any reference to such trade marks or trade names on any ITX Ticket stock.

(b) The ITX Agent will immediately bring to the notice of the RSP any improper or wrongful use of such trade marks or trade names of which the ITX Agent becomes aware and will, at the cost of the RSP, assist in taking all steps requested by the RSP to defend its rights in any litigation to protect such names or marks.

3.5 Regulatory requirements

The ITX Agent shall act with reasonable care and skill in performing its duties under this Agreement and shall not knowingly put any of the ATOC Members in breach of any applicable legal or regulatory requirements when selling a rail inclusive Leisure Package or communicating with any purchaser or potential purchaser of such a rail inclusive Leisure Package.

3.6 Conditions to which ITX Tickets are subject

(a) The ITX Agent shall not waive or vary or purport to waive or vary the Conditions of Travel or any other terms and conditions to which any ITX Ticket is subject.

(b) Without limiting the generality of sub-Clause(a) above, the ITX Agent acknowledges that ITX Tickets are not valid for travel:-

(i) on a train service which is timetabled to start at or after 02.00 am and terminate at a station in London at or before 10.00 am on a Business Day unless that train journey forms part of an international journey which is itself incorporated into the same Leisure Package as the relevant ITX Ticket; or

(ii) on services provided by Transport Trading Limited (or any of its subsidiaries) unless that train journey forms part of a continuous train journey to a destination outside London.

3.7 Business names

The ITX Agent shall notify the ATOC Representative when it changes the name(s) under which the ITX Agent trades and shall not change the location or number of its Authorised Offices except in accordance with Clause 10.

4 SETTLEMENT

4.1 Application of RSP's Standard Terms

Settlement of sums due in respect of ITX Tickets sold by the ITX Agent shall be through the services of the RSP in accordance with the RSP's Standard Terms.

4.2 Alternative schemes

The ITX Agent shall acquire ITX Ticket stock and settle sums due in respect of ITX Tickets under EITHER the Wholesale Discount Scheme OR the Advance Purchase Scheme. The ITX Agent shall only acquire such stock and settle such sums under the Advance Purchase Scheme if the ITX Agent has elected for that scheme and that election has been confirmed in writing by the ATOC Representative and the RSP. In all other cases the ITX Agent shall acquire such stock and settle such sums under the Wholesale Discount Scheme.

5 INTEREST CHARGES

If the ITX Agent fails to pay any amount payable by it under this Agreement when due it shall pay interest to the RSP in accordance with the RSP's Standard Terms.

6 ANNUAL SALES TARGET

Each year the ITX Agent shall, if so requested by the ATOC Representative, prepare and agree with the ATOC Representative a sales target for each of its Authorised Offices. The timescales for

production and submission of such sales targets shall be as notified to the ITX Agent by the ATOC Representative from time to time.

7 RIGHTS OF THE ATOC REPRESENTATIVE

7.1 Further Information

(a) Upon request by the ATOC Representative, the ITX Agent will supply to the ATOC Representative (within such timescale as the ATOC Representative shall notify to the ITX Agent):-

(i) (if the ITX Agent is a company) a copy of its latest audited accounts filed with the Registrar of Companies;

(ii) an annual business plan for all of its Authorised Offices (in such format as the ATOC Representative shall specify).

(b) The ITX Agent shall notify the ATOC Representative forthwith if it experiences any material change in trading conditions.

7.2 Rights of inspection

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

(a) observe the ITX Agent's procedures for the issue and sale of ITX Tickets and the making of Refunds;

(b) inspect the ITX Agent's use of the names of any ITX Tickets and any written material using any such names; and

(c) inspect any records, blank, pre-printed or other ITX Ticket stocks, TISs or other property that the RSP or anyone so authorised reasonably requires, in order in each case to verify that the ITX Agent has performed and is capable of performing its obligations under this Agreement. Before carrying out any such observation or inspection the ATOC Representative shall give to the ITX Agent such advance notice (if any) as may be reasonable in the circumstances.

7.3 Obligations of the ITX Agent to assist the ATOC Representative

The ITX Agent shall give every reasonable assistance to the ATOC Representative and the 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 ITX Agent's obligations under this Agreement.

8 BONDS

The ITX Agent shall obtain, and keep renewed, a bond or other guarantee in a form approved by the RSP for the purposes of securing the payment of all monies which the ITX Agent may become liable to pay to the RSP under this Agreement. Such bond or other guarantee shall be in such sum (being not less than five thousand pounds) and upon such terms and with such persons as the RSP may approve. The ITX Agent shall deliver such bond to the RSP and at the request of the RSP shall also deliver to it from time to time such evidence as the RSP may require that the bond or other guarantee remains in full force and effect.

9 AUTHORISED OFFICES

9.1 Closing or changing addresses of Authorised Offices

If the ITX Agent wishes to decrease the number of its Authorised Offices or to change the address of any of them it shall notify the ATOC Representative accordingly in writing. Appendix 2 shall be deemed to be amended in the manner notified to the ATOC Representative by the ITX Agent.

9.2 New Authorised Offices

If the ITX Agent wishes to increase the number of its Authorised Offices it shall submit a fresh application for a licence to sell ITX Tickets to the ATOC Representative in respect of each office at which it proposes to make such sales. The ATOC Representative shall consider each such application and shall notify the ITX Agent in writing of its decision with respect to each proposed office. Appendix 2 shall then be deemed to be amended by the inclusion of each proposed office for which the application is successful as an Authorised Office.

10 TERMINATION

10.1 Term

Subject to the provisions of Clause 10.2 below, this Agreement shall be for a term of one year from the date hereof and shall be renewable by agreement between the ITX Agent, the ATOC Representative and the RSP for further terms thereafter of one year each.

10.2 Termination of Agreement

This Agreement may be terminated, as regards all parties to this Agreement, by the ATOC Representative or the RSP at any time with immediate effect by giving written notice to the ITX Agent if the ITX Agent:-

(a) has committed any act of fraud or negligence or is in material breach of this Agreement;

(b) has failed to pay any amount(s) when due to the RSP under this Agreement on three occasions within any twelve month period;

(c) 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 the ATOC Representative);

(d) 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;

(e) has an administration order under Section 8 of the Insolvency Act 1986 made in relation to it or suffers the making of any application for such an order;

(f) suffers the proposal of any resolution for its winding-up;

(g) suffers the presentation of a petition for its winding up or bankruptcy;

(h) becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction; or

(i) 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 ITX Agent is sold or transferred to another person.

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

10.3 Accrued rights and obligations

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

10.4 Obligations of ITX Agent on termination

(a) Immediately upon termination of this Agreement the ITX Agent shall, as required by the ATOC Representative, return to the ATOC Representative or the RSP any TISs, blank, pre-printed and other ITX Ticket stock together with all materials and other information relating to this Agreement supplied by them and any material using the names of any of the ITX Tickets.

(b) The ITX Agent further agrees that immediately upon termination of this Agreement either the ATOC Representative or the RSP may disable any TIS operated by the ITX Agent in relation to the sale of ITX Tickets and shall allow immediate access to such TIS and any data stored on it by the ATOC Representative, the RSP and/or their agents for such purpose.

(c) The ITX Agent shall also allow the ATOC Representative, the RSP and/or their agents to remove immediately upon termination of this Agreement any and all such TISs, blank, pre-printed and other ITX Ticket stock, Fares Manuals and other materials and information relating to this Agreement and supplied by them.

(d) Once this Agreement is terminated the ITX Agent shall not sell or issue any ITX Tickets or incorporate into or publicise or market any ITX Ticket as part of a Leisure Package or make any Refunds in respect of any ITX Tickets or hold itself out as having any authority to sell or issue any such ITX Ticket or make any such Refunds or inform any customer or

potential customer on matters relating to such ITX Tickets or Refunds or hold itself out as having any authority to so inform any customer or potential customer.

11 CONFIDENTIALITY

11.1 Information not to be disclosed by the ITX Agent

The ITX Agent shall treat all information that it receives under, as a result of, or in the course of performing the activities contemplated by this Agreement including, but not limited to, the prices at which ITX Tickets are made available to it or any of its employees, delegates or agents as confidential. Accordingly the ITX Agent shall not, and shall procure that its employees, delegates and agents do not disclose any such information to any other person.

11.2 Information not to be disclosed by the ATOC Representative and the RSP

The ATOC Representative and the RSP shall treat any information that they, the RSP, or any of the their employees, delegates or agents receives from the ITX Agent under, as a result of, or in the course of performing the activities contemplated by this Agreement as confidential. Accordingly, the ATOC Representative and the RSP shall not, and each of them shall procure that its employees, delegates and ITX Agents do not, disclose such information to any other person. However, information may be disclosed by the ATOC Representative, the RSP, or a person acting on behalf of either the ATOC Representative or the RSP:-

(a) to the extent expressly contemplated by this Agreement;

(b) in accordance with instructions given by the ITX Agent;

(c) where the disclosure is required under the Act or is otherwise made under compulsion of law or is to a taxation authority;

(d) to the Authority, any trade or travel association or body representing tour operators or any ATOC Member or their employees, delegates, agents or professional advisers;

(e) to the RSP or any person to whom any its powers, discretions or obligations under this Agreement have been delegated or the professional advisers of such delegates;

(f) to the professional advisers of the ATOC Representative, the RSP, or any ATOC Member;

(g) to the extent necessary for the performance by the ATOC Representative or the RSP of their rights or obligations under this Agreement;

(h) for the purpose of enabling the ATOC Representative, the RSP, or any ATOC Member to institute, carry on or defend any legal proceedings;

(i) 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 Agreement;

(j) to the extent that such information was obtained independently of the ITX Agent acting in accordance with this Agreement; and

(k) to the extent that such disclosure is required by the rules and regulations of the International Stock Exchange of the United Kingdom and the Republic of Ireland Limited or other recognised stock exchange.

12 ASSIGNABILITY

12.1 By the ITX Agent

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

12.2 By the RSP or ATOC Members

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

13 NOTICES

13.1 Service

Service of notices or other documents referred to in this Agreement shall be effected by:-

(a) post to the proper address;

(b) fax;

(c) leaving the document at the proper address; or

(d) personal service.

Payment instructions shall not, however, be given solely by fax.

13.2 Proper address

The proper address of a person is:-

(a) in the case of the ITX Agent, the current address for service notified to the ATOC Representative, its principal or last known place of business in the United Kingdom or, if the ITX Agent is a body corporate, its registered office in the United Kingdom;

(b) in the case of any ATOC Member, the address of the ATOC Representative;

(c) in the case of the 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.

13.3 Date service is effected

Where service is effected by post and the document is proved to have been posted, the document in question shall be presumed to have been delivered in the ordinary course of post and the date of service shall be construed accordingly. Where service is effected by fax, it shall be confirmed by the delivery or posting of a copy of the fax to the party to whom the fax was addressed and shall be taken to be served on the date of despatch of the fax. Where service is effected by leaving the document at the proper address of the person to be served, the document shall be taken to have been served on the date on which it was left.

14 REPLACEMENT OF THE ATOC REPRESENTATIVE

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

15 CHANGE OF ATOC MEMBERS

15.1 New ATOC Members

The ATOC Representative may from time to time give the ITX Agent reasonable prior written notice that an Operator will become a new ATOC Member. Upon the expiry of such notice the ITX 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 ATOC Members shall, subject to Clause 15.2, include such Operator.

15.2 Withdrawal of ATOC Members

The ATOC Representative may from time to time give the ITX Agent reasonable written notice of the withdrawal of a particular ATOC Member from this Agreement. Upon the expiry of such notice this Agreement shall terminate with respect to that ATOC Member and references in this Agreement to the ATOC Members 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 ATOC Member.

16 AUTHORITY OF ATOC MEMBERS

Only the ATOC Representative is authorised to give any notices, consents or waivers contemplated by or otherwise relating to this Agreement on behalf of the ATOC Members. No notice, consent or waiver given by any ATOC Member (other than by the ATOC Representative) on behalf of another shall be binding on that other ATOC Member unless the notice, consent or waiver has been expressly authorised by that other ATOC Member in writing.

17 WAIVER

No waiver by the ATOC Representative or the RSP of the performance of any provision 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.

18 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.

19 RESTRICTIVE TRADE PRACTICES

Notwithstanding any other provision of this Agreement, no provision of this Agreement which is of such a nature as to make the Agreement liable to registration under the Restrictive Trade Practices Act 1976 shall take effect until the day after that on which particulars thereof have been furnished to the Director General of Fair Trading pursuant to such Act. For the purposes of this Clause 19 the term "Agreement" shall include any agreement forming part of the same arrangement.

20 DATA PROTECTION ACT 1984

The ITX Agent warrants to each of the ATOC Members and the RSP that in respect of any personal data (as defined in the Data Protection Act 1984) which it holds or processes pursuant to this Agreement:-

(a) it has duly made all necessary registrations of its particulars (including, without prejudice, the purposes for which such data is held), sources and intended disclosures in accordance with the provision of the Data Protection Act 1984 and will supply on request to the ATOC Representative or the RSP a copy of such registrations together with any amended particulars that may be filed from time to time;

(b) it complies and will continue to comply with each of the provisions of the Data Protection Act 1984 as amended or replaced from time to time, including, without prejudice, the Data Protection Principles referred to in that Act, in relation to data covered by this Clause 20;

(c) its data protection registrations contemplate it providing to the RSP, or its duly authorised representatives, personal data in relation to ITX Tickets, including but not limited to Season Tickets and Railcards;

(d) it will co-operate fully with each of the ATOC Members and the RSP in complying with any subject access request and in dealing with any investigation carried out by the Data Protection Registrar; and

(e) it will co-operate fully with each of the ATOC Members and the RSP in the making of their respective registrations under the Data Protection Act 1984 and in the making of any change to any part of such registrations in relation to the operation of this Agreement.

21 COMPLIANCE WITH PROCEDURES

The ITX Agent shall comply with any instructions and procedures relating to the operation of this Agreement and notified to it by the ATOC Representative on the RSP from time to time.

22 TIME LIMITS

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

23 TIME OF THE ESSENCE

In the performance by the parties to this Agreement of their duties and obligations time shall be of the essence.

24 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.

APPENDIX 1

ATOC MEMBERS

APPENDIX 2

AUTHORISED OFFICES

APPENDIX 3

RSP's STANDARD TERMS

1 PROVISION OF ITX TICKET AND REFUND INFORMATION TO THE RSP

1.1 General

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

1.2 Provision of information

Each Period the ITX Agent shall provide to the RSP the information referred to in Paragraphs 1.3 to 1.5 in respect of all ITX Tickets, Reservations and Refunds issued or made by it or on its behalf during that Period. All such information shall be provided:-

(a) in accordance with the Approval Certificate for the relevant TIS, in the case of a ITX Ticket or Refund issued by or made with a TIS;

(b) in the form of counterfoils of ITX Ticket stock supplied to the ITX Agent and approved by the RSP from time to time; or

(c) in such other format as may be specified by the RSP from time to time.

In each case, the information shall be provided at such times and in accordance with such procedures as the RSP shall notify to the ITX 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 ITX Tickets

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

(a) the name of the ITX Agent and the relevant issuing office;

(b) the date of issue and period of validity;

(c) the station at which the journey is to commence (unless the Ticket is valid for journeys within a particular area);

(d) the destination (unless the Ticket is valid for journeys within a particular area);

(e) if the Ticket is valid for journeys within a particular area, the area in which the Ticket is valid;

(f) any requirements as to the route that must be taken or the Operator whose trains must or must not be used;

(g) whether standard or first class;

(h) the Ticket type;

(i) the price (including any applicable VAT) of the Ticket;

(j) 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;

(k) 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

(l) any other information required by the RSP from time to time.

1.4 Information about Reservations

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

(a) the name of the ITX Agent and the relevant issuing office;

(b) the date on which the Reservation is valid;

(c) the departure time of the train service on which the Reservation is valid;

(d) the stations from and to which the Reservation is valid;

(e) whether the Reservation is for a place in standard or premier class;

(f) the price (including any applicable VAT) of the Reservation;

(g) 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

(h) any other information required by the RSP from time to time.

1.5 Information about Refunds

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

(a) the name of the ITX Agent and the office at which the Refund was made;

(b) the date of the Refund;

(c) the amount of the Refund;

(d) the Ticket in respect of which the Refund was made;

(e) the name and address of the person to whom the Refund was made;

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

1.6 Information supplied incorrectly

If any information provided to the RSP by the ITX Agent under Paragraphs 1.3 to 1.5 is incomplete or is provided in a different format or in accordance with a different procedure from that specified by the RSP from time to time, the RSP shall have a discretion whether or not to Accept for Clearing the relevant Ticket and/or Refund in that Period. If it elects not to do so it shall notify the ITX Agent accordingly, which shall then resubmit the information, together with any missing information, in accordance with Paragraph 1.2.

1.7 Data re-creation

(a) If any information which the ITX Agent is bound to provide under Paragraphs 1.3 to 1.5 is lost or destroyed before the relevant Ticket and/or Refund information has been Accepted for Clearing or for any other reason it is impossible or impracticable for the ITX Agent to provide the information, the ITX Agent shall notify the RSP accordingly as soon as reasonably practicable after such event occurs.

(b) The 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 Period to which the missing information relates, the 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 the RSP.

(c) The ITX Agent shall co-operate with the RSP, and provide it with such further information as it reasonably requires, to enable the RSP to obtain or estimate such missing information.

(d) Any missing information which is obtained by the RSP from an alternative source, or is estimated by it under this Paragraph 1.6 shall, for the purposes of the RSP's Standard Terms, be deemed to have been provided by the ITX Agent in the absence of fraud or wilful default or manifest error by the RSP.

1.8 Time at which items are Accepted for Clearing

The RSP may elect to treat any Ticket or Refund in relation to which the information referred to in Paragraphs 1.3 to 1.5 was:-

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

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

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

1.9 Effect of Acceptance for Clearing

Following the receipt by the RSP of all the required information relating to a Ticket or Refund and their Acceptance for Clearing, the RSP shall take the amounts which are due to the ITX Agent in respect of such Refund into account, in accordance with the RIT Licence and the RSP's Standard Terms, for the purpose of determining the payments due from the ITX Agent in respect of the Period in which the Ticket or, as the case may be, Refund is Accepted for Clearing.

2 Preservation of information

2.1 Information

(a) The ITX Agent shall preserve the information specified in Paragraphs 1.3 to 1.5 in relation to every Ticket it sells and every Reservation and Refund it makes. Such information shall be preserved in the case of Tickets issued with the aid of a TIS or Reservations or Refunds made in respect of such Tickets until that information has been received by the RSP and in all other cases for thirty Periods after the end of the Period in which the Ticket was issued or, as the case may be, Reservation or Refund was made.

(b) The RSP shall make arrangements for the transfer of information to the RSP from any TIS which it has approved. Such transfer shall take place at such times and in accordance with such procedures as the RSP may notify the ITX Agent from time to time and the ITX Agent shall cooperate with such procedures.

(c) The ITX Agent shall preserve written summaries of its sales of Tickets and Refunds which were issued or made with the aid of a TIS for thirty Periods after the end of the Period in which the information specified in Paragraphs 1.3 to 1.5 relating to such sales or Refunds was received by the RSP.

2.2 Inspection

The ITX Agent shall permit the RSP or anyone authorised by it to inspect the information preserved under Paragraph 2.1. The ITX Agent shall give every reasonable assistance to the 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.

2.3 Methods of preservation

With the exception of electronic data which has been transferred to the RSP, the information referred to in Paragraph 2.1 shall be preserved in written form, on microfiche or on computer disc.

3 SETTLEMENT OF REVENUES

3.1 Alternative settlement procedures

Settlement of sums due under the ITX Agent's RIT Licence shall be in accordance with these paragraphs which shall incorporate EITHER Paragraph 4 below OR Paragraph 5 below.

3.2 Advance Purchase Scheme

If the RSP has given written confirmation of the ITX Agent's election for the Advance Purchase Scheme in accordance with Clause 4.2 of its RIT Licence the provisions of Paragraph 5 below shall apply.

3.3 Wholesale Discount Scheme

In all other cases the ITX Agent shall be deemed to have elected the Wholesale Discount Scheme in accordance with its RIT Licence and the provisions of Paragraph 4 below shall apply.

3.4 Method of payment

Any amounts due from the ITX Agent shall be paid by cheque drawn in pounds sterling on a bank in the United Kingdom or by direct debit under a mandate granted to the RSP over a pounds sterling account with a bank in the United Kingdom in such form as the RSP may require from time to time or through the Bankers Automated Clearance System or by such other method as may be agreed between the RSP and the ITX Agent from time to time. The ITX Agent shall give at least 1 months' notice in writing to the RSP of any variation or revocation of any direct debit mandate granted by it to the RSP.

3.5 Periods

(a) 1 April 1995 to 31 March 1996

From 1 April 1995 to 31 March 1996, the Periods shall be as specified in Appendix 4.

(b) 1 April 1996 to 31 March 1997 and subsequent years

On or before 31 January in each year, the RSP shall determine the Periods in the following twelve months and shall notify them in writing to the ITX Agent.

4 SETTLEMENT UNDER THE WHOLESALE DISCOUNT SCHEME

4.1 Calculation of the Settlement Amount

Before submitting its return to the RSP in accordance with Paragraph 4.2 the ITX Agent shall in respect of that Period calculate an amount (the "Settlement Amount") as follows:-

(a) the aggregate Net Price (together with any applicable VAT) for each ITX Ticket sold or treated under the RSP's Standard Terms as having been sold by the ITX Agent or on its behalf during that Period;

LESS

(b) the aggregate of the amounts of the Refunds that were made by the ITX Agent or on its behalf during that Period; and

LESS

(c) half the aggregate Net Price (together with any applicable VAT) for each ITX Ticket sold or treated under the RSP's Standard Terms as having been sold by the ITX Agent or on its behalf during that Period and issued for use by a person who has attained the age of five but has not attained the age of sixteen.

4.2 Return from the ITX Agent

By close of business on the seventh Business Day after the end of each Period the ITX Agent shall, in respect of that Period:-

(a) complete, and ensure that the RSP has received, a return in the format and in accordance with the procedures notified to the ITX Agent by the RSP from time to time which return shall include the following:-

(i) a summary of all ITX Tickets which were sold by it or on its behalf, together with a summary of the total values of those items which the ITX Agent has taken into account in its calculation of the Settlement Amount;

(ii) the first and last stock identification numbers of each consecutive series of ITX Ticket stock relating to sales made by it or on its behalf at each of its Authorised Offices;

(iii) a statement of the Settlement Amount together with its calculation in accordance with Paragraph 4.1; and

(iv) such further supporting documentation and required information as has not already been received by the RSP in that Period as it may specify from time to time.

(b) attach to the return:-

(i) the counterfoils relating to all ITX Tickets sold manually or issued with the aid of a TIS which is not polled directly by the RSP and Refunds (unless these have already been submitted to the RSP);

(ii) if the ITX Agent uses a TIS which is not polled directly by the RSP in accordance with Paragraph 2.1(b) the sales data recorded for that Period in the format specified in the Approval Certificate for the relevant TIS; and

(iii) all ITX Tickets which the ITX Agent cancelled in that Period.

(c) pay to the RSP the Settlement Amount irrespective of whether all the information referred to in Paragraphs 1.3 to 1.5 has been received by the RSP and Accepted for Clearing.

4.3 Rectification of errors

If, upon receipt of the return referred to in Paragraph 4.2, the RSP disputes the ITX Agent's calculations, it shall within ten Business Days recalculate the ITX Agent's Settlement Amount for that

Period and notify the ITX Agent accordingly. If the amount notified to the ITX Agent in accordance with this Paragraph 4.3 is greater than the amount notified to the RSP in accordance with Paragraph 4.2(a)(iii) the ITX Agent shall pay the difference to the RSP forthwith unless the RSP permits the ITX Agent to add the amount due to the Settlement Amount payable in respect of the following Period. If the amount so notified to the ITX Agent is less than the amount notified to the RSP in accordance with Paragraph 4.2(a)(iii) the ITX Agent shall deduct the amount due to it from the Settlement Amount payable in respect of the following Period.

5 SETTLEMENT UNDER THE ADVANCE PURCHASE SCHEME

5.1 Calculation of the Settlement Amount

The Settlement Amount in respect of each Batch shall be calculated as follows:-

(a) the Batch Price (together with any applicable VAT) for that Batch

PLUS

(b) the increase (if any) in the Net Price (together with any applicable VAT) in respect of that Batch from the Net Price (together with any applicable VAT) of the previous Batch multiplied by the number of ITX Tickets acquired by the ITX Agent as part of that previous Batch and not issued and accounted for in accordance with Paragraph 5.3;

LESS

(c) the aggregate of the amounts of the Refunds that were made by the Agent or on its behalf since the Settlement Amount was last calculated and paid in respect of ITX Tickets which were not included in the first Batch supplied to the ITX Agent under its RIT Licence;

5.2 Payment of the Settlement Amount

The ITX Agent shall pay the Settlement Amount in respect of each Batch to the RSP before delivery of that Batch.

5.3 Return from the ITX Agent

By close of business on the seventh Business Day after the end of each Period the Agent shall, in respect of that Period:-

(a) complete, and ensure that the RSP has received, a return in the format and in accordance with the procedures notified to the Agent by the RSP from time to time which return shall include the following:-

(i) a summary of all ITX Tickets which were sold by it or on its behalf;

(ii) the first and last stock identification numbers of each consecutive series of ITX Ticket stock relating to sales made by it or on its behalf at each of its Authorised Offices; and

(iii) such further supporting documentation and required information as has not already been received by the RSP in that Period as it may specify from time to time.

(b) attach to the return:-

(i) the counterfoils relating to all ITX Tickets sold manually or issued with the aid of a TIS which is not polled directly by the RSP and Refunds (unless these have already been submitted to the RSP);

(ii) if the ITX Agent uses a TIS which is not polled directly by the RSP in accordance with Paragraph 2.1(b) the sales data recorded for that Period in the format specified in the Approval Certificate for the relevant TIS; and

(iii) all ITX Tickets which the ITX Agent cancelled in that Period.

5.4 Rectification of Errors

If, upon receipt of the sum referred to in Paragraph 5.2, the RSP disputes the ITX Agent's calculation of that sum, it shall within five Business Day recalculate the ITX Agent's Settlement Amount for that Batch and notify the ITX Agent accordingly.

6 COMMISSION

The ITX Agent shall not be entitled to commission.

7 NON-PAYMENT BY THE ITX AGENT

7.1 Interest

The RSP shall be entitled to charge interest on any amount payable by the ITX Agent to the RSP from the time that any such amount becomes due. The 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 the RSP (both before and after any judgement) at the Default Rate. Interest accrued under this Paragraph 7.1 shall be due on demand by the RSP but, if not previously demanded, shall be due on the last day of the 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.

7.2 Expenses

The ITX Agent shall on demand indemnify the 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 ITX Agent to pay any amount payable by it under this Agreement when due, including the costs and expenses of any proceedings brought against the ITX Agent to recover the amount due.

8 CALCULATIONS BY THE RSP

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

9 LIABILITY OF THE RSP

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

10 TIME LIMITS

Where any obligation under the RSP's Standard Terms 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.

11 PAYMENTS FREE AND CLEAR OF SET-OFF

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

APPENDIX 4

SETTLEMENT PERIODS AND RETURN DATES

SETTLEMENT PERIOD ACCOUNTING AND PAYMENT DATE

(WHOLESALE SCHEME ONLY)

Period	From	To	
9605	23 July 1995	19 August 1995	30 August 1995
9606	20 August 1995	16 September 1995	26 September 1995
9607	17 September 1995	14 October 1995	24 October 1995
9608	15 October 1995	11 November 1995	21 November 1995
9609	12 November 1995	9 December 1995	19 December 1995
9610	10 December 1995	6 January 1996	16 January 1996
9611	7 January 1996	3 February 1996	13 February 1996
9612	4 February 1996	2 March 1996	12 March 1996
9613	3 March 1996	30 March 1996	11 April 1996

APPENDIX 5

ITX TICKETS

The ITX Agent shall have authority under this Agreement to incorporate into its Leisure Packages and to sell any of the following:-

PRICES

PART A: PRICES FOR WHOLESALE DISCOUNT SCHEME

PART B: PRICES FOR ADVANCE PURCHASE SCHEME

The Batch Price for one thousand ITX Tickets is £• pounds).

The Net Price for each ITX Ticket is £• pounds).

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

[NAME OF ATOC REPRESENTATIVE]
for and on behalf of the Operators

By:

RAIL SETTLEMENT PLAN LIMITED

By:

[NAME OF ITX AGENT]

By:

PART V: FORM OF BOND THAT MAY BE REQUIRED OF AN ATOC TRAVEL AGENT, ITX TRAVEL AGENT AND ATOC SELF-TICKETING LICENSEE

TO: Rail Settlement Plan Limited
[ ]

ATOC TRAVEL AGENT BOND IN THE SUM OF £[ ]

1 Guarantee: By this Bond executed as a deed [ ] (the "Guarantor") unconditionally guarantees that, if for any reason [ ] (the "Agent") does not pay any sum payable by it under its agreement (the "ATOC Licence") with Rail Settlement Plan Limited (the "RSP") and certain other parties whereby the Agent is licensed to sell certain rail products and account for revenue deriving from such sales to the RSP, by the time, on the date and otherwise in the manner specified in the ATOC Licence, the Guarantor will pay that sum to the RSP on demand by the RSP.

2 Limit of this Bond: The Guarantor's aggregate liability under this Bond shall be limited to a maximum of £[ ].

3 Guarantor as Principal Debtor: As between the Guarantor and the RSP but without affecting the Agent's obligations under the ATOC Licence, the Guarantor shall be liable under this Bond as if it were the sole principal debtor and not merely a surety. Accordingly, the Guarantor shall not be discharged, nor shall its liability be affected, by anything which would not discharge it or affect its liability if it were the sole principal debtor, including:-

3.1 any time, indulgence, concession, waiver or consent at any time given to the Agent or any other person;

3.2 any amendment or supplement to this Bond or the ATOC Licence;

3.3 the making or absence of any demand for payment on the Agent or any other person;

3.4 the enforcement or absence of enforcement of the ATOC Licence or this Bond;

3.5 the taking, existence or release of any security;

3.6 the winding-up or bankruptcy of the Agent or any other person, or any step being taken for any such winding-up or bankruptcy; or

3.7 the illegality, invalidity or unenforceability of, or any defect in, any provision of the ATOC Licence or any of the obligations of any of the parties under or in connection with the ATOC Licence.

4 Guarantor's Obligations Continuing: The Guarantor's obligations under this Bond are and will remain in full force and effect by way of continuing security until terminated in accordance with Paragraph 9 or the RSP has irrevocably received or recovered all sums payable under the ATOC Licence. Furthermore, those obligations of the Guarantor are additional to, and not instead of, any other guarantee at any time existing in favour of any person, whether from the Guarantor or otherwise, and may be enforced without first having recourse to the Agent, any other person or any other guarantee. The Guarantor irrevocably waives all notices and (except as required by Paragraphs 1, 6 and 8.1) demands of any kind.

5 Exercise of Guarantor's Rights: So long as any sum remains payable under the ATOC Licence:-

5.1 any right of the Guarantor, by reason of the performance of any of its obligations under this Bond, to be indemnified by the Agent, to prove in respect of any liability in the winding-up or bankruptcy of the Agent or to take the benefit of or enforce any security or other guarantee shall (and shall only) be exercised and enforced in such manner and on such terms as the RSP may require; and

5.2 any amount received or recovered by the Guarantor (a) as a result of any exercise of any such right or (b) in the winding-up or bankruptcy of the Agent shall be held in trust for the RSP and immediately paid to the RSP.

6 Avoidance of Payments: The Guarantor shall on demand indemnify the RSP on an after tax basis against any funding or other cost, loss, expense or liability sustained or incurred by the RSP as a result of it being required for any reason (including any bankruptcy, insolvency, winding-up or similar

under the law of any jurisdiction) to refund all or part of any amount received or recovered by it in respect of any sum payable by the Agent under the ATOC Licence and shall in any event pay to the RSP on demand the amount so refunded by it.

7 Suspense Accounts: For the purpose of enabling the RSP to maximise its recoveries in any actual or potential winding-up or bankruptcy of the Agent, any amount received or recovered by the RSP (otherwise than as a result of a payment by the Agent to the RSP) in respect of any sum payable by the Agent under the ATOC Licence may be placed in an interest bearing suspense account. That amount may be kept there (with any interest earned being credited to that account) unless and until the recipient is satisfied that the Agent is not obliged to pay any further sum under the ATOC Licence and that the RSP has irrevocably received or recovered that amount, all interest accrued thereon and any other sums payable to the RSP under the ATOC Licence.

8 Indemnity: As separate, independent and alternative stipulations, the Guarantor unconditionally agrees:-

8.1 that any sum which, although expressed to be payable by the Agent under the ATOC Licence, is for any reason not recoverable from the Guarantor on the basis of a guarantee shall nevertheless be recoverable from it as if it were the sole principal debtor and shall be paid by it to the RSP on demand; and

8.2 as a primary obligation to indemnify the RSP on an after tax basis against any loss suffered by it as a result of any sum expressed to be payable by the Agent under the ATOC Licence not being paid by the time, on the date and otherwise in the manner specified in the ATOC Licence or any payment obligation of the Agent under the ATOC Licence being or becoming void, voidable or unenforceable for any reason, the amount of that loss being the amount expressed to be payable by the Agent in respect of the relevant sum.

9 Payments to be Free of Deductions: All sums payable by the Guarantor to the RSP under this Bond shall be paid free and clear of all deductions, withholdings, set-offs or counter claims whatsoever save only as may be required by law.

9.1 If any deductions or withholdings are required by law the Guarantor shall be obliged to pay to the RSP such sum as will after such deduction or withholding has been made leave the RSP with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

9.2 If any taxation authority charges to taxation any sum paid to the RSP under this Bond then the amount so payable shall be grossed up by such amount as will ensure that after payment of the taxation so charged there shall be left a sum equal to the amount that would otherwise be payable under this Bond.

10 Right to Terminate: The Guarantor shall have the right to terminate this Bond by giving three months, written notice to the RSP. Termination of this Bond, however caused, shall not affect the Guarantor's obligations in respect of any sum which has become payable by the Agent prior to the date of termination and remains unpaid, regardless of whether a demand for payment by the Guarantor has been made prior to such date.

11 Notices: Service of notices or demands referred to in this Bond shall be effected by: (a) post to the proper address; (b) leaving the document at the proper address; or (c) personal service. The proper address of the Guarantor and the RSP shall be their registered office in the United Kingdom or the address from time to time designated in writing by the relevant party for the purpose of this Bond. The initial communication details are:

In the case of the Guarantor: [ ]

In the case of the RSP: [its registered office]

12 Date service is effected: Where the service is effected by post and the document is proved to have been posted, the document in question shall be presumed to have been delivered in the ordinary course of post and the date of service shall be construed accordingly. Where service is effected by leaving the document at the proper address of the person to be served, the document shall be taken to have been served on the date on which it was left.

13 Invalidity: If any provision in this Bond 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 Bond. However, the legality and enforceability of the remainder of this Bond shall not be affected.

14 Governing Law: This Bond shall be governed by and construed in accordance with the laws of England.

Signed as a deed by [name of Guarantor] [signature of director]

acting by [name of director], ____

_____

a Director, and

[name of director/secretary] [signature of director/Secretary]

[a Director OR the Secretary] ___

_____

PART VI: FORM OF NEW ATOC LICENCE FOR ATOC RETAIL AGENTS

THE OPERATORS

and

RAIL SETTLEMENT PLAN LIMITED

and

[AGENT]

THIRD PARTY INVESTOR LICENCE

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THIS AGREEMENT is entered into on

Between: -

(1) The person(s) named in Schedule 1 (the **"OPERATORS"**) acting through **ATOC LIMITED** (**"ATOC"**) (Registered No: 3069033) whose registered address is at 2nd Floor, 200 Aldersgate Street, London, EC1A 4HD;

(2) **RAIL SETTLEMENT PLAN LIMITED** (**"RSP"**) (Registered No: 3069042) whose registered address is at 2nd Floor, 200 Aldersgate Street, London, EC1A 4HD; and

(3) **[AGENT]** (the **"Agent"**) (Registered No: [ ]) whose registered address is [insert address details].

WHEREAS

(a) The Operators wish the Agent to sell Rail Products and provide Train Service Information in accordance with the terms of this Agreement. The Operators have nominated ATOC to act as their disclosed agent with full authority for the purpose of this Agreement. Accordingly, any obligations assumed by ATOC under this Agreement are assumed as agent for, and are binding upon, the Operators as principals;

(b) The Agent has agreed to sell Rail Products and provide Train Service Information in accordance with the terms of this Agreement;

(c) The Operators and the Agent have agreed with RSP that RSP will perform the obligations set out in this Agreement, particularly in respect of Clearance and Settlement pursuant to Schedule 3.

THE PARTIES AGREE as follows: -

1. INTERPRETATION

1.1. Definitions

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

"Accepted for Clearing" means that the information specified in Paragraphs 3, 4, 5 or 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 7 of the Clearance and Settlement Procedure and that RSP has decided to accept the relevant Rail Product or Refund for clearing under Paragraph 10 of the Clearance and Settlement Procedure and "Acceptance for Clearing" shall be construed accordingly;

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

"Accredited Method of Retailing" means a Method of Retailing which has been Accredited;

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

"Agent Settlement Amount" the sum calculated on the basis set out in the Clearance and Settlement Procedure;

"**Appeal Process"** means the procedure for resolving disputes arising under or in connection with this Agreement set out in Clause 41;

"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 and, where appropriate, making Refunds in accordance with such instructions and procedures as may be specified in such certificate;

"Approved TIS" means a ticket issuing system for the sale and/or issue of Rail Products and, where appropriate, making Refunds 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 mark as provided to the Agent by ATOC from time to time and which signifies that the Agent is Accredited in respect of a Method of Retailing;

"**ATOC Representative**" means the contract manager appointed by ATOC to be the main point of contact for the Agent and such other person(s) to whom he may delegate his authority from time to time;

"ATOC Standard" means each or all, as the case may be, of the ATOC Standard for the Operation of Internet Sites and the ATOC Standard for the Operation of Telephone Sales Centres as set out in Schedule 7 and any other such ATOC Standards as may be applied from time to time in accordance with this Agreement;

"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 Train Service Information and the sale of Rail Products at an Internet Site as set out in Schedule 7;

"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 Train Service Information and the sale of Rail Products using a Telephone Sales Centre as set out in Schedule 7;

"Authorised" means, in respect of a Method of Retailing, that the Agent may provide Train Service Information and/or sell Rail Products in accordance with this Agreement using such Method of Retailing but that such provision of Train Service Information and/or sale of Rail Products using such Method of Retailing is not Accredited;

"Authority" means the Strategic Rail Authority established by Section 201 of the *Transport Act 2000*;

"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 clearance of revenues set out in Schedule 3;

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

"Cost Impact" means the direct cost in any year of implementing a Standard Variation;

"Default Rate" means the rate of four per cent per annum above the base rate from time to time published by Royal Bank of Scotland plc or, if higher, a rate per annum equal to the cost to the relevant party of funding the amount which is overdue;

"**Defined Remedy**" means each of the remedies set out in Schedule 8;

"Discount Card" means one of the documents listed at Schedule 5 which entitles the holder of it to purchase a Ticket at a lower Price than would otherwise apply;

"**Effective Date**" means [insert date];

"Excepted Variation" has the meaning set out in Clause 35.2;

"**Excess Fare**" means a variation in the rights and restrictions applicable to a Fare which has the effect of converting that Fare into another Fare;

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

"Fares Manual" means a manual prepared by RSP containing information about Rail Products;

"Historical Settlement Amount" means, with respect to the Agent and for a particular Settlement Period, an amount equal to the Agent's Settlement Amount (but specifically excluding RSP Service fees) for the equivalent Settlement Period in the preceding RSP Financial Year. In the first twelve months of this Agreement the Historical Settlement Amount means the sums set out in Appendix 1 to Schedule 3;

"Holding Company" has the meaning given in section 736 of the Companies Act 1985;

"IDTV Site" means the IDTV Site or Sites controlled or operated by the Agent as set out in Schedule 10 as amended from time to time or such other Sites as may be approved by ATOC in writing from time to time;

"**Integrated Ticket**" means a Ticket for a journey that includes travel on a train service provided by an Operator and which confers additional rights as evidenced by the Ticket;

"**Interim Payment"** means, in respect of the Agent, the amounts due on the Interim Payment Dates from the Agent pursuant to Paragraph 13.2 of the Clearance and Settlement Procedure;

"**Interim Payment Date"** means each of the dates specified as such in Schedule 4 to this Agreement or as determined by RSP and notified to the Agent from time to time;

"Internet Site" means the Site or Sites on the world wide web as set out in Schedule 10 controlled or operated by the Agent or such other Site or Sites as may be approved by ATOC in writing from time to time;

"Licence Fee" means the sums set out in Schedule 12 as amended from time to time;

"Mandatory Variation" means a Variation which is required in order to implement changes falling into the following Categories:

(1) a regulatory or other change mandated by the Authority, the Rail Regulator, a taxation or other governmental agency; or

(2) any change which is to be implemented on a non-discriminatory industry-wide basis, or

(3) a change to any RSP Service and/or the Clearance and Settlement Procedure.

"Marketing and Promotion Plan" means the Agent's marketing and promotion plan in the form set out at Schedule 9 or such other form as 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 but shall not include any promotion of white label websites;

"Material Variation Cost" means that amount of any Cost Impact which is in excess of Fifty Thousand Pounds (£50,000) which amount shall be increased in accordance with RPI each year of this agreement;

"Method of Retailing" means methods of providing Train Service Information and/or selling Rail Products in accordance with the provisions of this Agreement. Schedule 10 shall list the Methods of Retailing covered by this Agreement, which may vary from time to time in accordance with this Agreement;

"**Mystery Shopper Survey**" means the periodic surveys conducted by ATOC for the purpose of assessing compliance with the Agent's obligations relating to accuracy and impartiality under this Agreement;

"National Location Code" means the point of sale codes designated by RSP;

"National Rail Conditions of Travel" means the Conditions of Travel set out in Schedule 11, including any supplement to them and any modification or replacement of them;

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

"National Rail Standard" means a standard specified by ATOC setting out a specified level of service or that sets out obligations to be delivered by the Agent;

"Operator" means at the date of this Agreement each of the operators set out at Schedule 1 as amended from time to time including the addition of any other body from time to time which is a passenger train operator and is a party to the Retail Agents Scheme contained within the Ticketing and Settlement Agreement;

"Payment Date" means any of the payment dates as specified in Schedule 4 and notified to the Agent from time to time including those specified as "Interim Payment Dates";

"Price" means, in respect of a Rail Product the price (including VAT) as made available by RSP pursuant to Schedule 13 and, in respect of any Rail Product not so specified, the price

(including VAT) specified in any Fares Manual, circular or other information issued by RSP from time to time and notified by ATOC to the Agent from time to time;

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

"Rail Product" means the Tickets, Reservations and Discount Cards set out at Schedule 5;

"Rail Product Stock" means the physical medium on which a Ticket is produced which is compliant with the ticketing specification issued by RSP from time to time;

"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 the National Rail Conditions of Travel and **"Refunded"** shall be construed accordingly;

"Reservation" means the right to a place, seat, a sleeper or the carriage of an item of luggage, an animal or (in the case of a train which transports other vehicles) a vehicle on a particular train (using the Reservation System) if the person with that right purchases a fare for the journey to which that Reservation relates, using RSP Data;

"Reservation System" means the computerised central reservation system provided by RSP or its successor from time to time to enable retailers to make reservations on train services provided by certain of the Operators;

"RJIS" means the rail journey information service provided by RSP or its successor from time to time;

"RPI" means the retail prices index (all items) published by the Office for National Statistics, or any equivalent replacement;

"RSP Data" means data relating to Train Service Information, Rail Products and Reservations supplied to the Agent under the RSP Data Licence;

"RSP Data Licence" means the licence granted by RSP to the Agent for the use of RSP Data defined therein as set out in Schedule 13;

"RSP Financial Year" means a year commencing on 1 April each year;

"RSP Services" means the services as shown in Part 2 of Schedule 12 as may be varied from time to time, to be provided to the Agent by RSP and the system(s) upon which such services are provided;

"Self Service Retailing" means walk-up sales at remote locations using an Approved TIS;

"Settlement Period" means one of the consecutive periods of four weeks set out at Schedule 4 used by RSP for the purposes of settlement under the Clearance and Settlement Procedure as RSP may determine and notify to the Agent from time to time in accordance with this Agreement;

"Site" means a uniquely identifiable physical or virtual location, defined by a National Location Code, through which it is possible to provide Train Service Information and/or sell Rail Products;

"Standard Variation" means a Variation other than an Excepted Variation or a Mandatory Variation. For the avoidance of doubt a Standard Variation shall not include changes to processes and procedures imposed from time to time in a non-discriminatory manner by ATOC and/or RSP which are minor or routine in nature;

"Telephone Sales Centre" means a Site or Sites operated by the Agent for the purpose of carrying on a business of telephone sales at the telephone numbers as set out in Schedule 10 as amended from time to time or such other numbers as may be approved by ATOC in writing from time to time;

"Term" has the meaning set out in Clause 29.1;

"Third Party Investor Licence" means a licence with a fixed term of [( )]years, as more particularly provided for in Clause 29.1 with an investment requirement as specified in Clause 30 and "**Licence**" shall have the same meaning;

"Ticket" means a document, which provides evidence of a Fare;

"**Ticket for Privilege Travel**" means a Ticket available only to persons entitled to discounted travel by virtue of their present or previous conditions of employment within the rail industry;

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

"Ticketing and Settlement Agreement" means the agreement as amended from time to time between the Operators named in that agreement and RSP, and dated 23 July 1995;

"Train Service Information" means the information set out at Schedule 6 relating to passenger rail services provided by the Operators;

"**Upgrade**" means the right, if the person with that right purchases a Fare, to use a National Class of Accommodation which is different from the one that the Fare would otherwise entitle him to use but which is not an Excess Fare;

"Variation" means any change, amendment or addition to this Agreement, including, for the avoidance of doubt, any ATOC Standard, RSP Service or the RSP Data Licence and may be more specifically defined as a Standard Variation, a Mandatory Variation or an Excepted Variation;

"Variation Process" means the process by which a Variation is introduced as set out in Clauses 35.4;

"VAT" means VAT as provided for in the *Value Added Tax Act 1994* and any regulation or order made under it, including any modification, re-enactment or remaking thereof or supplement thereto, or any other tax calculated by reference to turnover or value added in effect in the UK from time to time;

"WAP Site" means the Site or Sites set out in Schedule 10 controlled or operated by the Agent as amended from time to time or such other Sites as may be approved by ATOC in writing from time to time;

1.2. Non-discriminatory

Unless otherwise stated, references to "non-discriminatory" shall mean non discriminatory as between retailers engaged in the same methods of retailing Tickets.

1.3. Construction of statutory references

In this Agreement, except where the context otherwise expressly requires, any reference to a statutory provision shall include such provision as from time to time modified, re-enacted or consolidated and any regulation or order made under it.

1.4. Clauses etc.

References to this Agreement include its Schedules and references to Clauses and Schedules are to Clauses of and Schedules of this Agreement. References to Paragraphs are references to Paragraphs of the Clearance and Settlement Procedure.

2. CONDITIONS

2.1. It is a condition of this Agreement that the Agent shall at all times during the Term have an established branch in the United Kingdom.

2.2. It is a condition of this Agreement that the Agent shall not represent itself as an ATOC accredited agent and in particular may not display or use in any way the ATOC Accreditation Mark save in respect of the Methods of Retailing Accredited under this Agreement and through a Site or Sites listed in Part 3 of Schedule 10.

3. PROVISION OF TRAIN SERVICE INFORMATION BY THE AGENT

3.1. The Agent is authorised as agent for the Operators to provide on a non-exclusive basis Train Service Information as set out in Schedule 6 to purchasers of Rail Products or prospective purchasers of Rail Products and shall provide such Train Service Information in accordance with the relevant ATOC Standards and using only Methods of Retailing in respect of which it is Accredited or Authorised in accordance with the provisions of this Agreement and through a Site or Sites listed in Part 3 of Schedule 10 or Part 2 of Schedule 10 accordingly.

3.2. For the avoidance of doubt the Agent shall only be entitled to provide Train Service Information under this Agreement as part of a retail Site which also allows the purchase of Rail Products.

4. STAFF TRAINING

The Agent shall ensure that it only uses staff trained in order to enable the Agent to comply with the relevant ATOC Standards to provide Train Service Information and sell Rail Products under this Agreement.

5. SALE OF RAIL PRODUCTS BY THE AGENT

5.1. The Agent is authorised as agent for the Operators to sell on a non-exclusive basis Rail Products and shall sell such Rail Products in accordance with the relevant ATOC Standards and using only Methods of Retailing Accredited or Authorised in accordance with the provisions of this Agreement and through a Site or Sites listed in Part 3 of Schedule 10 or Part 2 of Schedule 10 accordingly.

5.2. The Agent shall use all reasonable endeavours to maximise the sale of Rail Products during the Term of this Agreement and the Agent shall, subject to applicable ATOC Standards, offer for sale all Rail Products described in Part 1 of Schedule 5.

5.3. The Agent is authorised to sell Rail Products as specified in Schedule 5 in accordance with this Agreement. For the avoidance of doubt the impartial sale of Rail Products listed in Schedule 5 shall be made under the terms of this Licence and not under any other licence or agreement. The Agent may make partial sales of such Rail Products under the terms of other licences.

5.4. The Agent is authorised to make any Reservations in respect of the Tickets which it is authorised to sell under this Agreement, following any instructions and procedures regarding Reservations notified to it by RSP from time to time. RSP shall give the Agent reasonable notice of any change to such instructions and procedures.

5.5. 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 specified conditions notified to the Agent by RSP from time to time.

5.6. 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.

5.7. The amount (including any applicable VAT) charged by the Agent to the purchaser of a Rail Product shall not exceed the Price for the relevant Rail Product as reduced, in the case of Tickets, by any applicable discount to which a purchaser may be entitled. The amount (including any applicable VAT) charged to the purchaser in respect of a Rail Product may be less than such an 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.

5.8. Notwithstanding Clause 5.7 above, but subject to the provisions of Clause 5.10 below, the Agent may not charge the purchaser less than the Price for a Ticket or introduce a Promotion save for a Promotion proposed by the Agent and set out in the Marketing and Promotion Plan without the written agreement (not to be unreasonably withheld or delayed) of any Operator required to honour such Ticket but in any event the Agent will have to account to RSP for the whole amount in accordance with the Clearance and Settlement Procedure.

5.9. For the purposes of Clause 5.8 above, the relevant Operator shall be entitled to withhold consent only if the Operator has reasonable concerns that the Promotion may cause serious operational difficulties, for example the Operator's trains would lack capacity to meet the passenger demand created by the Agent's implementation of the Promotion in question.

5.10. Where the relevant Operator elects not to agree to the Agent's request to sell a Ticket at less than the Price pursuant to Clause 5.9 either the Agent or the relevant Operator may refer the matter for determination in accordance with the Appeal Process.

5.11. The Agent will include any VAT where applicable in the Price of any Rail Product.

5.12. If, in the sale of a Rail Product the Agent sells additional products and/or services to the purchaser the Agent shall clearly identify to the purchaser prior to the sale taking place the prices and/or fees charged as separate and distinct from the Price for the Rail Product and give the purchaser a clear choice as to whether or not to purchase the additional products and/or services.

5.13. The ATOC Representative will, within reasonable timeframes, provide the Agent with information regarding national promotions and shall use its reasonable endeavours to provide the Agent with information regarding other promotions which it is aware of.

6. ISSUE OF RAIL PRODUCTS

6.1. Where under this Agreement the Agent sells a Rail Product the Agent shall issue the appropriate Ticket, Reservation or Discount Card in accordance with the relevant ATOC Standards.

6.2. Where the Agent operates a Ticket on Departure Service the Agent shall ensure that where the Rail Products referred to in Clause 6.1 are not automatically issued at the Collection Point, such tickets arrive at the Collection Point at least 1 hour prior to the departure of the train service to which the Rail Product relates or at such other time agreed between the purchaser of the Rail Product and the Agent.

The ATOC Representative shall on request provide the Agent with the current version of the central register of Collection Points.

6.3. Where the Agent makes use of a Ticket on Departure Service operated by an Operator, the Agent shall pay a fee as agreed between the Agent and such Operator per ticket issued or such sum as shall be agreed between the Agent and such Operator from time to time. Where the Agent makes use of a Ticket on Departure Service operated by some or all the Operators under a joint agreement, the Agent shall pay any non-discriminatory, industry-wide fee(s) applicable from time to time. Such fee or sum as is payable under the provisions of this Clause shall be at the cost of the Agent. The Agent shall comply, at its own cost, with any non-discriminatory technical or other reasonable requirements of such an industry-wide scheme.

6.4. Where the Agent does not operate a Ticket on Departure Service, or the purchaser elects not to use TOD, the Agent shall send (at the cost of and risk to the Agent) the Rail Products issued under this Agreement to the address of the purchaser (unless the purchaser requests an alternative means at the cost of the purchaser) complying always with any regulations applicable to the purchaser's chosen method of payment.

6.5. The Agent shall ensure that where Rail Products issued under this Agreement are forwarded in accordance with Clause 6.4 the Rail Products are sent in time to arrive no later than 24 hours prior to the departure of the train service to which the Rail Product relates or at such other time agreed between the purchaser of the Rail Product and the Agent.

6.6 The Agent shall issue Rail Products under this Agreement using Rail Product Stock. Nothing contained in this Clause or this arrangement shall prevent the Agent from entering into a separate agreement with an Operator to use ticket stock that has not been approved by RSP in respect of that Operator’s dedicated fare or fares provided that:

6.6.1 the Agent has the appropriate authority from the relevant Operator to sell that Operator's dedicated fare or fares;

6.6.2 the revenue arising from the sale of such dedicated fares is not settled by RSP;

6.6.3 the ticket stock used is not issued in a format which could reasonably be confused with Rail Product Stock;

6.6.4 such agreement shall not be a breach, or cause or potentially cause a breach, of all or any of the obligations of the Agent under this Agreement; and

6.6.5 such arrangement shall not cause the Agent to act partially in respect of all or any Operators.

6.7 The Operator and the Agent shall agree an appropriate and specific settlement procedure for such dedicated fare or fares provided that procedure shall be additional to and shall not conflict with the Agent's obligations under the Clearance and Settlement Procedure.

7. REFUND OF RAIL PRODUCTS

7.1. Subject to the restrictions in this Clause 7 the Agent is only authorised to make the following Refunds:

7.1.1. Tickets sold by the Agent where the claim is made not more than 28 days after the expiry date of the validity of the Ticket;

7.1.2. Reservations that relate to a Ticket that is Refunded; and

7.1.3. Tickets or Reservations sold by the Agent for which the purchaser is entitled to the Refund under the relevant or other conditions on which the Ticket was issued or Reservation was made.

7.2. The Agent shall only make Refunds of Tickets if the Ticket is not evidenced as having been used to make a journey and is returned to the Agent by the purchaser of the Ticket.

7.3. The Agent is not authorised to make any refunds in respect of Discount Cards.

7.4. The Agent is not authorised to make any Refunds in respect of Rail Products which have been lost or stolen other than in accordance with the National Rail Conditions of Travel.

7.5. In all cases where the Agent makes a Refund under this Clause 7 the Agent shall obtain from the Refund applicant the unused Ticket or in the case of a Reservation the document evidencing the Reservation.

7.6. The obligations imposed on the Agent by this Agreement in relation to any and all aspects of Refunds shall survive termination of this Agreement until such time as all of the Refund obligations of the Agent have expired.

8. RAIL PRODUCT STOCK

8.1 The Agent is responsible for obtaining sufficient Rail Product Stock to ensure that it is able to sell or issue Rail Products, Discount Cards and Reservations under this Agreement.

8.2 The Agent shall keep secure all Rail Product Stock 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 and shall comply with any instructions and procedures notified to the Agent by RSP from time to time regarding their custody and use.

8.3 The provisions of this Clause 8 shall apply to all blank, pre-printed and other stock procured by the Agent for the issue of Rail Products.

9. AGENT'S OBLIGATION TO ACT IMPARTIALLY AND TO THE BENEFIT OF THE RAIL INDUSTRY

9.1. The Agent, when providing Train Service Information or selling Rail Products under this Agreement shall at all times act fairly and impartially between Operators and must ensure that any such Train Service Information or Rail Product information is factual, accurate and impartial, to the fullest extent possible given the accuracy of the information provided under the RSP Data Licence.

9.2. The Agent shall in providing Train Service Information and Rail Product information under this Agreement provide information relating to each Operator's train services and Rail Products,

to the fullest extent possible given the accuracy of the information provided under the RSP Data Licence.

9.3. The Agent must not remunerate or otherwise reward or incentivise its staff by reference to sales of Rail Products of one or more particular Operator to the loss or detriment of any other Operator.

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

9.5. The Agent shall not undertake advertising, promotional or commercial activities which are misleading, inaccurate or may amount to a misrepresentation, where such actions (including, where the context requires, omissions) relate to the Agent's sale of Rail Products or provision of Train Service Information, whether under this Agreement or otherwise.

9.6. The Agent shall before periods of planned disruption and shall during and after periods of planned or other disruption to train services provided by the Operators, co-operate with and assist ATOC and the Operators in mitigating the impact on rail users of such disruption.

10. APPROVED TICKET ISSUING SYSTEMS

10.1. The Agent shall only issue and Refund Rail Products under this Agreement using an Approved TIS.

10.2. RSP shall from time to time request the Agent to notify RSP of the location of each Approved TIS. No later than 28 days after receiving such request the Agent shall notify RSP of such locations in accordance with the procedures prescribed in the request.

10.3. The Agent shall not issue or Refund any Rail Products under this Agreement using Ticket issuing systems that have not been designated as an Approved TIS.

11. METHOD OF RETAILING

11.1. The Methods of Retailing covered by this Agreement are set out in Schedule 10 which Schedule shall be amended from time to time in accordance with the provisions of this Agreement.

11.2. The Agent shall only provide Train Service Information and/or sell Rail Products under this Agreement using an Accredited Method of Retailing and the Sites identified in Part 3 of Schedule 10, or using a Method of Retailing Authorised in accordance with Clauses 11.8, 11.9 and 11.10 and the Sites identified in Part 2 of Schedule 10.

11.3. A Method of Retailing shall only become an Accredited Method of Retailing following:

11.3.1. payment by the Agent of such fee(s) as ATOC shall reasonably require;

11.3.2. ATOC being satisfied that the Agent is compliant with the relevant ATOC Standard (subject to Clause 11.9) and its obligation to sell impartially and accurately;

11.3.3. agreement (if not already agreed and incorporated into Schedule 2) between ATOC and the Agent as to the Agent's Fee payable;

11.3.4. agreement by RSP as to the settlement procedure for sales effected; and

11.3.5. agreement by the Agent to any consequential changes required to be made to this Agreement in relation to the Method of Retailing, such agreement not to be unreasonably withheld or delayed.

11.4. In the event that the Agent fails to gain Accreditation, in respect of Clause 11.3.2 the process described in Paragraphs 3 to 5 of Schedule 8 shall apply.

11.5. For any Accredited Method of Retailing, the Agent may apply in writing seeking the agreement of ATOC such agreement not to be unreasonably withheld or delayed to add a Site or Sites to Part 3 of Schedule 10 subject to agreement about the issues detailed in sub-clauses 11.3.1 to and including 11.3.5 above.

11.6. The Agent shall ensure that its Accredited Method(s) of Retailing comply at all times with the relevant ATOC Standards and its obligations to retail accurately and impartially and shall not make any changes to its Accredited Method of Retailing which would mean that the Accredited Method of Retailing no longer complied with the relevant ATOC Standard or its obligation to retail accurately and impartially without the prior written approval of ATOC.

11.7. The Agent may apply in writing seeking the agreement of ATOC to add a new Method of Retailing. ATOC may in its sole discretion agree to amend Schedule 10 to add such new Method of Retailing. For the avoidance of doubt the Agent shall not provide Train Service Information or sell Rail Products using such a Method of Retailing unless the Agent has been Accredited in respect of such Method of Retailing pursuant to Clause 11.3 or Authorised pursuant to Clause 11.8 and the Sites added to Part 2 or 3 of Schedule 10.

11.8. Prior to Accreditation, if the Agent wishes to use a new Method of Retailing for which an ATOC Standard does not exist ATOC may, at its sole discretion, deem that Method of Retailing to be an Authorised Method of Retailing subject to agreement between the parties about the following matters;

11.8.1. the process to be taken by the Parties to achieve Accreditation including the timescale for the development of the appropriate ATOC Standard (subject to Clause 11.9);

11.8.2. payment by the Agent of such fee(s) as ATOC shall reasonably require;

11.8.3. if not already agreed and incorporated in Schedule 2, the Agent's Fee payable;

11.8.4. the settlement procedure for sales effected;

11.8.5. any consequential changes required to be made to this Agreement in relation to the Method of Retailing; and

11.8.6. without prejudice to Clause 31.2.1, the consequences of failure by the Agent to achieve Accreditation.

11.9. In the event that ATOC decides not to introduce, or to delay the introduction of, or to withdraw the application of, an ATOC Standard in respect of a Method of Retailing, ATOC shall communicate this to the Agent in writing. In such circumstances the requirement for the Agent to comply with the ATOC Standard will be removed from the Accreditation process and/or annual compliance activity as appropriate. Withdrawal of an ATOC Standard shall not of itself affect the Agent's Accreditation or Authorisation in respect of the relevant Method of Retailing.

11.10. For any Authorised Method of Retailing, the Agent may apply in writing seeking the agreement of ATOC to add a Site or Sites to Part 2 of Schedule 10 subject to agreement about the issues

detailed in Clauses 11.8.1 to and including 11.8.6, such agreement not to be unreasonably withheld or delayed.

11.11. The ATOC Representative shall as soon as reasonably possible after the granting of this Licence monitor and review the Agent's provision of Train Service Information and the sale of Rail Products under this Agreement to ensure that the Agent complies with the ATOC Standards and other terms of this Agreement including but not limited to the requirement to sell impartially and accurately. The cost of such monitoring is included in the Licence Fee. Until such time as ATOC is fully satisfied as to such compliance the Agent shall be Authorised, but not Accredited, to provide Train Service Information and sell Rail Products using Methods of Retailing and Site or Sites as specified in Part 2 of Schedule 10.

11.12. The Agent shall upon request from ATOC provide ATOC with details of its Authorised Method(s) of Retailing, its Accredited Method(s) of Retailing and as soon as reasonably possible any changes made to any or all of them from time to time.

11.13. The ATOC Representative shall, when considering applications for the addition of a Method of Retailing, Authorisation of a Method of Retailing or Accreditation of a Method of Retailing, use all reasonable endeavours to consider similar applications from holders of retailing licences in the chronological order in which such applications were received.

11.14. [ATOC agrees that the Agent's Internet Site or Sites and Telephone Sales Centre identified in Part 2 of Schedule 10 at the date of this Agreement appear to comply with the relevant ATOC Standards at the date of this Agreement and that the Agent is Authorised to provide Train Service Information and sell Rail Products in accordance with this Agreement.]

12. PROVISION OF DATA AND SERVICES BY RSP

12.1. RSP shall provide the RSP Services on a non-discriminatory basis, on such terms as RSP at its sole discretion may reasonably determine.

12.2. Subject to the payment by the Agent of the Licence Fee and compliance by the Agent with the terms of the RSP Data Licence, RSP (in accordance with Clause 12.1 and Schedule 13) shall supply the Agent with RSP Data relating to the Rail Products that the Agent is authorised to sell or refund and the Agent's provision of Train Service Information under this Agreement, providing that the Agent is using an Approved TIS.

12.3. The Agent is only authorised under this Agreement to use RSP Data for the provision of Train Service Information, the sale of Rail Products and Refunds under this Agreement.

12.4 Subject to the payment by the Agent of the Licence Fee, RSP shall supply the RSP Services to the Agent during the Term, subject to termination of provision of any such service at RSP's sole discretion if any such service is no longer to be provided to the Operators and third party retail agents by RSP. Such termination shall be on a non-discriminatory basis and RSP shall give such notice as is reasonable in the circumstances.

12.5 The Agent shall comply with all instructions and follow all procedures as identified in Schedule 13 as altered from time to time in accordance with Clause 35, in relation to the RSP Services.

13. PROVISION OF INFORMATION BY THE AGENT

13.1 Without prejudice to Clause 13.2, the Agent shall collect, compile, and make available to ATOC on request from time to time, any information in the Agent's possession or control or which the Agent might reasonably obtain relating to the Agent's sale of Rail Products and/or the provision of Train Service Information under this Agreement (including but not limited to details by Settlement Period of sales statistics, complaints statistics, sales by individual corporate customers and operating costs) for the purpose of monitoring the Agent's performance of, or conduct under, this Agreement or for the purposes contemplated by Clause 13.5, provided always that ATOC shall not disclose any information which is the subject of Clause 13.2 save as specifically authorised therein.

13.2 The Agent shall not be obliged to provide ATOC or the Operators with specific customer/user name and details unless at some point the list of Rail Products authorised for sale by the Agent, listed in Schedule 5, is extended to include season tickets. In such case the Agent shall provide any Operator, upon request, with customer names and details within the Agent's possession or control for season ticket customers or potential season ticket customers of the services provided by that Operator (except where the sale of the season ticket was made via a Site operated by the Agent specifically for a single Operator or group of Operators where such group is comprised of less than all the Operators). The Agent, the requesting Operator(s) and ATOC shall agree in good faith a reasonable definition of what constitutes the "season ticket customers or potential season ticket customers of the services provided by that Operator" for the purpose of Clause 13 and should the Agent, Operator(s) and ATOC fail to agree ATOC shall determine the definition following consultation with the other Operators and the Agent. The Agent shall also provide,

upon request, season ticket customer names and details to ATOC. In return ATOC and/or the Operator(s) shall pay the Agent's reasonable costs arising from the provision of such data. The provision of such data to ATOC and or the Operator(s) shall not preclude the Agent from using the same data for promotional or other purposes. The Agent expressly agrees that the Operator(s) may use any customer data provided to it under this Clause 13.2 for promotional and other purposes.

13.3 The Agent shall provide and make available at no charge the information referred to in Clauses 13.1 and 13.2 in such format and quantities as ATOC may reasonably specify.

13.4 The Agent shall provide information it is required to disclose pursuant to this Clause 13 to ATOC as soon as possible and in event within ten (10) Business Days from receipt of such request, or such other period agreed with ATOC.

13.5 The parties expressly agree that, ATOC may disclose the information provided under Clause 13.1 above as part of aggregated industry wide statistics which do not identify the Agent.

13.6 The parties agree that the provisions of Clauses 34 and 37 below shall apply to any information disclosed pursuant to this Clause 13, with the exception in relation to Clause 37, of season ticket customer name and details which may be passed to any Operator(s) which requests pursuant to Clause 13.2.

14 LICENCE OF RAIL PRODUCT NAMES

14.1 To the extent necessary to perform its obligations under this Agreement and not otherwise, the Agent is licensed to use any trade marks or trade names comprising the names of Rail Products. All use of any such trade marks or trade names shall be for the benefit of their respective proprietor and any goodwill accrued to the Agent by such use shall inure to the benefit of the respective proprietor. The licence relates only to the trade marks and trade names in the manner in which they are portrayed on, or in relation to, the Rail Products or material relating to them as supplied by ATOC. The Agent will comply with any reasonable guidelines issued by ATOC from time to time in relation thereto. Such a licence will terminate on the expiry or termination of this Agreement. The Agent shall not alter, deface or remove in any manner any reference to such trade marks or trade names on any Rail Product stock or replace or use any such trade marks or trade names with any other name. In addition, the Agent shall not register any marks or names licensed to it or any confusingly similar names as trade marks, business or domain names in any jurisdiction. The Operators and RSP shall indemnify the Agent against any action,

claims, damages, expenses, losses, or liabilities arising out of the Agent's use of such trade marks in accordance with this licence.

14.2 The Agent will immediately bring to the notice of RSP any improper or wrongful use of such trade marks 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 trade names or trade marks.

15 MARKETING AND PROMOTION PLAN

15.1 The Agent shall at all times comply with the Marketing and Promotion Plan.

15.2 Before entering into this Agreement, the Agent shall have submitted to ATOC its Marketing and Promotion Plan to apply for three years commencing on the date of this Agreement. This Plan should be fully detailed for the first year of this Agreement and for any commitments that will extend beyond that year.

15.3 At least sixty (60) Business Days prior to each anniversary of the date of this Agreement or at any other time when the Agent feels that the existing Marketing and Promotion Plan is no longer relevant or appropriate or has become unduly onerous, the Agent shall prepare a new Marketing and Promotion Plan to apply for three years commencing on the date of the new plan. This plan shall be fully detailed for the first year of such plan, and for any commitments that will extend beyond that year. Such plan shall be submitted to ATOC for approval, such approval not to be unreasonably withheld or delayed and in any event such approval, or a statement of the reasons why such approval has not been given to be provided within thirty (30) Business Days of the date on which such new Marketing and Promotion Plan is submitted. If such statement proposes changes to the new Marketing and Promotion Plan in accordance with Clause 15.4 and the Parties cannot agree such changes, the Appeal Process shall apply. This Marketing and Promotion Plan should include a review of the previous year's actual performance as compared with the targets included in the previous Marketing and Promotion Plan.

15.4 A Marketing and Promotion Plan submitted pursuant to either Clause 15.2 or 15.3 will be approved if the Agent can show that it satisfies the relevant ATOC Standard(s) and will satisfy the conditions of this Agreement.

15.5 For the avoidance of doubt any Marketing and Promotion Plan will only be approved if it shows that the relevant investment required under Clause 30, as amended from time to time, will be made by the Agent.

16 ADVERTISING

16.1 The Agent shall, in respect of Sites which are Accredited, but not before nor during any suspension of Accreditation, when marketing, promoting or advertising its sale of Rail Products as authorised under this Agreement, acknowledge that it is Accredited to do so by ATOC and for such purpose shall use (and is hereby licensed to use) the ATOC Accreditation Mark, together with any form of words as may be specified in the relevant ATOC Standard unless ATOC permits the Agent not to include such acknowledgement, such permission not to be unreasonably withheld or delayed.

16.2 The Operators shall indemnify the Agent against any action or claim, made by any third party relating to trade marks, copyright or intellectual property rights in the ATOC Accreditation Mark arising out of the Agent's use of such Accreditation Mark in accordance this Agreement.

17 MONITORING OF COMPLIANCE WITH THIS AGREEMENT

17.1 The ATOC Representative shall once every 12 months after the Agent is Accredited (or more often if a specific complaint is received by ATOC) monitor and review the Agent's provision of Train Service Information and the sale of Rail Products under this Agreement to ensure that the Agent complies with the ATOC Standards and its obligations to sell impartially and accurately. This compliance activity is set out in Schedule 8. The cost of such monitoring as outlined in Schedule 12 is included in the Licence Fee save where the monitoring is by reason of a complaint. In such cases, where the complaint is substantiated the Agent shall bear the costs, and in other cases ATOC shall bear the costs.

17.2 Should the Agent fail to accept or comply with the recommendations (made in accordance with the procedures of this Agreement) arising out of the compliance activities described in Schedule 8 or in the event that the Agent fails to comply with its obligations under this Agreement, as measured by the compliance activity set out in Schedule 8, having been given reasonable opportunity to do so, ATOC may follow the process outlined in paragraphs 3 to 5 of Schedule 8.

17.3 ATOC shall undertake monitoring of the Agent's compliance with all the other terms of this Agreement as it believes necessary.

17.4 The Agent shall provide all necessary co-operation and assistance to ATOC in order for ATOC to undertake such monitoring of the Agent's compliance with the terms of this Agreement including, but not limited to, the compliance activity described in Schedule 8. Such cooperation shall include allowing full and unrestricted access to the Agent's records, working practices, facilities and staff but specifically not including individual customer/user name and details. Such monitoring shall include, at the sole discretion of ATOC, a complete audit of all expenditure that has contributed towards achievement of the investment required under Clause 30 in any given year. Such audit may include, but will not be limited to, examination of all supplier invoices and other documentation relating to the relevant investment.

17.5 The Agent shall allow ATOC access at all reasonable times upon reasonable prior notice (being not less than 48 hours) to the Agent's premises to permit ATOC to conduct their own review of the Agent's procedures to ensure compliance with the Agreement.

18 REVIEW OF PERFORMANCE OF AGENT

18.1 No less than once every six months from the commencement date of this Agreement ATOC and the Agent shall meet at ATOC's offices to discuss the Agent's performance under this Agreement including, but not limited to, its performance against the then applicable Marketing and Promotion Plan and identify any failures by the Parties. At such meetings the Agent shall be afforded reasonable opportunities to comment on any failures so identified. The ATOC Representative and the Agent shall, as part of such discussions, and using the results of the monitoring and reviewing exercise conducted by ATOC, formulate a plan to remedy any such failures.

18.2 Upon completion of the meetings provided for in Clause 18.1, ATOC shall write to the Agent with the results of the discussions and any recommended amendments required to the Agent's performance, which ATOC reasonably believes to be necessary in order to ensure that the Agent complies with its obligations under this Agreement and the Agent shall use reasonable endeavours to comply with all such recommendations.

19 AUDIT ARRANGEMENTS

19.1 Notwithstanding its rights of inspection in other parts of this Agreement RSP shall have the following rights of inspection and audit in respect of the Agent's sale and Refund of Rail Products under this Agreement:

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

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

19.1.3 Upon notification by the Agent of any error pursuant to Clause 19.1.1 above RSP shall instruct the Agent as what action it should take in order to correct such error and the Agent shall carry out such action in accordance with RSP's reasonable instructions. The Agent shall be responsible for the cost of remedying such error.

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

19.3 The Agent must give every reasonable assistance to RSP and anyone so authorised, and must comply with all their reasonable requests (including a request to take copies or extracts from the Agent's records), subject to Clauses 34 and 37.

19.4 The Agent shall undertake at least once each year an internal audit of its compliance with its obligations to RSP under this Agreement and submit to RSP a self certification statement(s) in accordance with Schedule 14. In respect of any failure by the Agent to comply with its obligations under this Agreement, the Agent shall include in that statement details of such failures and actual or proposed (with reasonable timeframes where necessary) actions necessary for ensuring compliance. The Agent shall supply to RSP a copy of the self-certification statement within five (5) Business Days of completion of the audit.

19.5 Notwithstanding any of the foregoing provisions in this Clause 19 the Agent shall monitor on a regular basis its systems for the sale of Rail Products under this Agreement and shall notify RSP immediately upon becoming aware of any breaches of this Agreement.

20 VALUE ADDED TAX

20.1 All sums due to any party under this Agreement are exclusive of VAT, if any, thereon which shall be charged in addition thereto in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be payable by the paying party only against receipt from the other of a valid VAT invoice in respect thereof.

20.2 Where under this Agreement one party has agreed to reimburse or indemnify the other in respect of any payment made or cost incurred by the other then the first party shall also reimburse any VAT paid by the other which forms part of its payment or costs incurred to the extent that such VAT is not available for credit under sections 25 and 26 of the *Value Added Tax Act 1994*.

20.3 The Price is, unless expressly stated otherwise, inclusive of VAT.

21 AGENT'S FEE

21.1 In consideration of the Agent's provision of Train Service Information and sale of Rail Products under this Agreement, ATOC shall pay to the Agent the Agent's Fee. For the avoidance of doubt, ATOC shall pay the Agent on the basis of each Rail Product sold and any consideration in respect of the Agent's provision of Train Service Information shall be included in the Agent's Fee.

21.2 The Agent's Fee shall be payable each Settlement Period in accordance with the Clearance and Settlement Procedure.

22 BONDS AND CHARGES

Bonds

22.1 ATOC and/or RSP shall require the Agent to obtain, and keep renewed, a bond, guarantee, incremental interim payments over the Interim Payments, other form of security or a combination thereof ("Security") for the purposes of securing the payment of all monies which

the Agent may become liable to pay to RSP or ATOC under this Agreement. Such Security shall be upon such terms and with such persons as RSP or ATOC may reasonably approve. The Agent shall deliver such Security to RSP or ATOC and at the request of ATOC shall also deliver to it from time to time such evidence as RSP or ATOC may require that the Security remains in full force and effect. The amount of the Security shall be reviewed each April (following finalisation of the sales by the Agent in the previous RSP Financial Year). The amount of the Security shall then be updated by the end of May in the same year.

22.2 The amount of the Security to satisfy Clause 22.1 shall be an amount equal to three quarters of the largest Agent Settlement Amount in the preceding financial year to the end of March, in respect of the National Location Codes and Rail Products covered by this Agreement. In the first year of this Agreement the bond or guarantee shall be as specified in the Appendix to Schedule 3.

22.3 In the event of any agreed variation to the Sites identified in Part 2 and/or 3 of Schedule 10 or the Rail Products identified in Schedule 5, the Parties shall agree in good faith a reasonable adjustment to the amount of the Security.

Licence Fee

22.4 Unless agreed otherwise, the Agent shall during the term of this Agreement pay on the date of this Agreement and then on each anniversary to ATOC the Licence Fee (together with any applicable VAT thereon). The Licence Fee shall cover RSP and ATOC's costs of performing their obligations under this Agreement which shall include but not be limited to one audit per year of the Agent's sales of Rail Products, monitoring the Agent's sale of Rail Products and/or provision of Train Service Information under this Agreement and the provision of the RSP Data and the RSP Services. The Licence Fee for the first year will be as set out in Schedule 12 and will be automatically increased for each year of the Term by an amount equal to the increase in RPI for the previous year. In addition the Licence Fee shall be reviewed at the end of the first year and the end of each subsequent year by ATOC and RSP who will make such additional changes to the amount of the Licence Fee as it reasonably believes are necessary.

23 SETTLEMENT

Other than as provided for in Clause 6.7, settlement of sums in respect of Rail Products sold by the Agent shall be effected through the services of RSP in accordance with the Clearance and Settlement Procedure, and on the dates and for the periods provided for in Schedule 4.

24 CONFLICTING INTERESTS AND OTHER LICENCES

24.1 The Agent shall declare to ATOC any conflicting interests it may have at any time which may restrict or prevent its sale of Rail Products.

24.2 The Agent shall advise ATOC in writing of all and any authority or licence under which it sells Rail Products or provides Train Service Information, in addition to or substitution for these authorities or licences set out in the application for this Licence. Furthermore, the Agent shall advise ATOC in writing of the Sites and National Location Codes, which are covered by such authorities and licences.

24.3 The Agent shall, as soon as reasonably possible, notify ATOC of any change to the detail contained in Part 4 of Schedule 10.

25 LIABILITY AND FORCE MAJEURE

25.1 Unless otherwise provided by any other provision of this Agreement, no party shall be liable to any other party either in contract, tort (including negligence) or otherwise for direct loss of profits, loss of business, or loss of anticipated savings nor for any indirect or consequential loss or damage whatsoever.

25.2 Nothing in this Agreement shall operate to exclude or restrict any party's liability for:

(a) death or personal injury resulting from negligence; or
(b) fraud other than an individual act of dishonesty as set out in Clause 31.2.1; or
(c) breach of the intellectual property rights, of any person (whether or not a party) and in addition, obligations in respect of any indemnity related to use of a party's intellectual property rights shall not be limited.

Effect of a Force Majeure Event

25.3 If any party to this Agreement is prevented, hindered or delayed from or in performing in full any of its obligations under this Agreement by a Force Majeure Event:-

(a) that party's obligations under this Agreement will be suspended for as long as the Force Majeure Event continues, but only to the extent that the party is so prevented, hindered or

delayed up to a maximum period of sixty (60) Business Days;

(b) as soon as reasonably practicable after commencement of the Force Majeure Event, that party must notify the other party or parties to whom the relevant obligation is owed in writing of the occurrence and nature of the Force Majeure Event, the date of the commencement of the Force Majeure Event and the effect of the Force Majeure Event on its ability to perform its obligations under this Agreement;

(c) that party must use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement; and

(d) as soon as reasonably practicable after the cessation of the Force Majeure Event that party must notify the other parties in writing of the cessation of the Force Majeure Event and must resume the full performance of its obligations under this Agreement.

Meaning of "Force Majeure Event"

25.4 For the purposes of Clause 25.3 above and Clause 31.5 below, "Force Majeure Event" means any event beyond the reasonable control of a party, including acts of God, war, riot, civil commotion, malicious damage, failures of telecoms networks, internet service providers or other communications infrastructure (whether hardware or software), compliance with any law or governmental order, rule, regulation or direction (in each case made after the date of this Agreement), or any overriding emergency procedures, accident, fire, flood, storm and strikes or any other industrial action (in each case by employees of any person other than that party).

26 ASSIGNABILITY

By the Agent

26.1 Subject as provided below, 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 or declare a trust over any of its rights and obligations. The Agent may not sub-contract any of such rights and obligations under the Agreement (other than as already specified and approved in any Marketing

and Promotion Plan submitted by the Agent) without the prior written consent of ATOC, such consent not to be unreasonably withheld or delayed. The Agent shall notify ATOC of any change in the services which it sub-contracts or in the identity of the sub-contractors.

By the Operators or RSP

26.2 The Operators' rights and obligations under this Agreement are personal to each Operator and are not capable of being assigned charged or otherwise transferred or encumbered. The rights and obligations of RSP under this Agreement are personal to RSP save that (other than in respect of liability already incurred) they shall be assigned by RSP in whole or in part to any person which assumes the relevant functions of RSP from time to time.

27 WAIVER

No waiver by the Operators, RSP or the Agent 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 rights or remedy or the exercise of any other right or remedy.

28 INVALIDITY AND COMPETITION ACT NOTIFICATION

28.1 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.

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

29 TERM

29.1 The term of this Agreement shall be for a period of [ ] [( )] year[s] commencing on the Effective Date (the "Initial Term") unless this Agreement is terminated earlier:

29.1.1 by the Agent giving not less than one year's notice in writing; or

29.1.2 under the provisions of Clause 31.2.

29.2 The term of this Agreement shall, unless a minimum of two months notice in writing is given by either party, be extended by a further [ ] year[s] (the "Further Term"). During the Further Term either party may terminate this Agreement upon two months notice in writing.

30 INVESTMENT

30.1 The Licence is granted in consideration of the Agent committing to make a minimum investment of [insert investment requirements] in each year. This expenditure and commitment will be evidenced through the initial Marketing and Promotions Plan as at the date of this Licence and subsequent plans agreed in accordance with Clause 15.

30.2 To qualify as investment under this Clause, the expenditure must at all times meet the criteria set out in paragraph 5.2 of Schedule 9, and the Agent must demonstrate that such investment is for the purpose of the provision of Train Service Information and/or the sale of Rail Products under this Agreement. Where retailing activity under other licences also benefits from the expenditure, then only the pro-rata proportion (in terms of the aggregate of the Agent's Fee using industry standard rates of commission over the previous year made under each licence as determined by National Location Codes) shall be counted toward investment for the purposes of this Agreement. Marketing expenditure shall only count as valid investment under this provision if it relates to generic, non-Operator branded Sites. Expenditure on technical development shall only be valid investment under this clause if such technical developments benefit to an equal or greater extent generic, non-Operator branded sites licensed under this Agreement as compared to Operator branded sites covered by this or

other licences.

31 TERMINATION OF AGREEMENT

31.1 Subject to Clause 29.2, this Agreement may be terminated by the giving of one year's notice in writing by the Agent to ATOC and RSP as provided in Clause 29.1.1.

31.2 This Agreement may be terminated with immediate effect:

(a) by ATOC or RSP giving written notice to the other and to the Agent, in the event that any of the circumstances set out in Clauses 31.2.1 to 31.2.6 arises in respect of the Agent;

(b) by either party giving written notice to the other (the "Relevant Party"), in the event that any of the circumstances set out in Clauses 31.2.7 to 31.2.12 arises in respect of the Relevant Party;

(c) for the purpose of this Clause, a notice of termination and/or a waiver of rights or obligations (prior to such notice of termination) shall be given jointly by ATOC and RSP to the Agent.

the circumstances referred to in paragraphs (a) and (b) above being that:

31.2.1 subject to Clause 11.9, the Agent has :

(a) failed to achieve Accreditation in respect of a Method of Retailing Authorised at the date of this Agreement within 24 months from the date of this Agreement; or

(b) failed to achieve Accreditation in respect of a new Method of Retailing agreed and added after the commencement of this Agreement within 18 months of the date of agreement between the Agent and ATOC on the steps required from the Agent in order to gain Accreditation; or

(c) failed to regain Accreditation of a Method of Retailing after having completed the process set out in Schedule 8 or within 18 months of having lost such Accreditation, whichever is the shorter;

unless such failure can be shown to be caused by ATOC and provided that any termination under Clauses 31.2.1 (b) shall be limited to the Method of Retailing in respect of which the Accreditation has not been achieved.

31.2.2 there has been a Change of Control in accordance with Clause 42;

31.2.3 the Agent has failed to obtain or keep renewed the Security required under Clause 22 as the case may be for a period of five (5) Business Days or more;

31.2.4 the Agent has failed to pay any amount due to RSP or ATOC on two consecutive Payment Dates;

31.2.5 in breach of Clause 9.4 the Agent has brought the rail industry, an Operator or Operators into disrepute or has jeopardised the safe and efficient operation of the railway;

31.2.6 the Agent fails to comply with an ATOC Standard or comply with its obligations to retail accurately or impartially (as measured by the Threshold) and following completion of the process set out in Schedule 8, the Agent is still failing to meet the specific part(s) of the relevant ATOC Standard or comply with its obligation to retail accurately or impartially (as measured by the Threshold);

31.2.7 the Relevant Party has committed any act of fraud. The parties acknowledge that an individual act of dishonesty by an individual shall not constitute fraud by the Relevant Party for the purposes of this Clause provided that the Relevant Party or its relevant subcontractor;

(i) has in place reasonable procedures to guard against dishonesty;

(ii) takes reasonable investigative and disciplinary steps on becoming aware of such dishonesty;

(iii) makes any appropriate changes to its safeguards subsequently; and

(iv) ensures that all monies due under this Agreement are paid in full as soon as possible despite such dishonesty.

31.2.8 the Relevant Party is unable to pay its debts (within the meaning of Section 123 (1) or (2) of the *Insolvency Act 1986* (construed without the reference to "appears to the Court that")) or has any voluntary arrangement proposed in relation to it under Section 1 of that Act or enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been agreed in writing between the parties, agreement not to be unreasonably withheld);

31.2.9 the Relevant Party 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;

31.2.10 the Relevant Party goes into administration;

31.2.11 the Relevant Party suffers the passing of any resolution for its winding-up; or

31.2.12 the Relevant Party becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction.

31.3 Without prejudice to Clause 31.2, any non-defaulting party may terminate this Agreement with immediate effect by notice in writing to the defaulting party in the event that the defaulting party is in material breach of any other part of this Agreement not described in Clause 31.2 and remains in material breach for a period of more than ten (10) Business Days after having been notified (such notice containing reasonable details of the breach) or such other time as agreed.

31.4 In the event that the provisions of Clauses 31.2.1(a) and (c), 31.2.6 or 31.3 apply in respect of one, or more, but not all, of the Methods of Retailing or Site or Sites operated by the Agent, then either of ATOC or RSP may elect to terminate this Agreement as a whole, or only in respect of the Methods of Retailing or Site or Sites to which the material breach applies.

31.5 Any party (including the party so affected) may terminate this Agreement with immediate effect by notice in writing to the other party in the event that the Agent is subject to a Force Majeure Event for a period of sixty (60) Business Days or more.

31.6 Termination of this Agreement, however caused, shall not affect the accrued

rights and obligations of the parties.

32 RIGHTS AND OBLIGATIONS OF THE PARTIES UPON TERMINATION OF THIS AGREEMENT

32.1 Immediately upon termination of this Agreement:

32.1.1 the Agent shall as required by ATOC or RSP return, at the Agent's cost, to ATOC or RSP any Fares Manuals and timetables together with all materials, including, by way of example only, ticket and other Rail Product stock supplied to it under, and used to fulfil and comply with its obligations under, this Agreement, and other information relating to this Agreement supplied by them and further shall immediately cease using the ATOC Accreditation Mark unless otherwise authorised or permitted to do so under any other agreement or licence, subject always to the terms and conditions of such other licence or agreement;

32.1.2 to the extent, if any, that any Approved TIS is operated by the Agent solely in relation to the provision of Train Service Information and/or sale of Rail Products under this Agreement, RSP may disable such Approved TIS and the Agent shall allow RSP and/or their agents immediate access to such Approved TIS and any RSP Data stored thereon, for such purpose, save in the circumstances that such Approved TIS is used under any other retail licences;

32.1.3 the Agent shall not (save to the extent it is so authorised other than under this Agreement) provide any Train Service Information or sell or issue any Rail Products or hold itself out as having any authority to sell or issue any such Rail Product or inform any customer or potential customer on matters relating to such Rail Products or Refunds or hold itself out as having any authority to so inform any customer or potential customer in respect of any Rail Products under this Agreement; and

32.1.4 all and any licences and permissions granted to the Agent, whether expressly or implicitly, under this Agreement shall automatically terminate.

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

32.3 ATOC and/or RSP will defer carrying out such actions under this Clause 32

as are necessary to enable the Agent to carry out such obligations in respect of Clause 32.2 provided that the Agent shall not pursue other activities under this Licence during such period.

32.4 In the event of termination of this Agreement under Clause 31.2.4 ATOC and/or RSP may take such amounts from any Security required pursuant to Clause 22, as may be required to satisfy in full or in part any sums payable by the Agent to ATOC and/or RSP under this Licence. Any outstanding monies (not covered by the Security) shall remain as a debt payable to ATOC and/or RSP as appropriate in the circumstances.

33 CHANGE OF OPERATORS

New Operators

33.1 ATOC shall use reasonable endeavours to give the Agent reasonable prior written notice that any person will become a new Operator. Upon such person becoming an Operator, whether prior notice was given or not, the Agent and such person shall acquire such rights and obligations with respect to each other as they would have had if they had entered into 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 33.2, include such person.

Withdrawal of Operators

33.2 ATOC shall give the Agent reasonable written notice of the withdrawal of a particular Operator from the Retail Agents Scheme . 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.

Authority of Operators

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

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

34 DATA PROTECTION

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

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

(b) it complies and will continue to comply with each of the provisions of the *Data Protection Act 1998* as amended or replaced from time to time, including, without prejudice, the Data Protection Principles referred to in that Act, in relation to data covered by this Clause;

(c) (in respect only of the Agent) its Data Protection notification contemplates it providing to the Operators, RSP or ATOC or their duly authorised agent(s), personal data in relation to the Rail Products and Train Service Information;

(d) it will co-operate fully with each of the Operators, RSP and ATOC in complying with any subject access request and in dealing with any investigation carried out by the Information Commissioner; and

(e) it will co-operate fully with each of the Operators, RSP and ATOC in the making of their respective registrations under the *Data Protection Act 1998* and in the making of any change to any part of such registrations in relation to the operation of this Agreement.

35 VARIATION

Mandatory Variations

35.1 If ATOC and/or RSP introduce any Mandatory Variations, the Agent shall accept such changes and the Agent shall not be entitled to any payment or compensation in respect of such Mandatory Variations. However, the parties shall, to the extent reasonably possible, seek to agree the most cost effective way and time of implementing such Mandatory Variation.

Excepted Variations

35.2 ATOC and/or RSP may not make any Excepted Variation to this Agreement unless it is a Category 1 Mandatory Variation or is made with the express agreement in writing of the Agent. "**Excepted Variation**" shall mean the following matters : (1) the licence grant under Clause 5.1,(2) the term of the Licence or of this Agreement, (3) the rate of Agent's Fee for the term set out in Schedule 2 from time to time and the process for agreement of such fee as provided in Schedule 2, (4) rights to terminate or vary this Agreement, (5) conditions precedent to this Agreement, (6) the licence of all appropriate Rail Product names, (7) the Security requirements set out in Clause 22, (the parties acknowledge that the monetary amount of such Security and interim payments may vary from time to time pursuant to Clause 22), (8) levels of liability specified in Clause 25, (9) the level of investment spending required under Clause 30.3.1, (10) without prejudice to Clause 12.1 and/or Schedule 12, the ability and right to access and use (but not the costs or fees for such access or use) RSP Data pursuant to the RSP Data Licence or another licence having equivalent effect, (11) removing any Method of Retailing and/or Site or Sites from Schedule 10 without the prior agreement in writing of the Agent, other than in accordance with Clauses 11, 17 and 31 and Schedule 8 of this Agreement and (12) the basis for the calculation of the Licence Fee as described in Schedule 12.

If the Agent agrees in writing, an Excepted Variation shall thereafter be treated as a Standard Variation.

Standard Variations

35.3 Where ATOC and/or RSP believe it is necessary to introduce a Standard Variation, it shall:

35.3.1 ensure that any such Standard Variations shall not be an abuse of the Operators' position acting through ATOC;

35.3.2 act reasonably at all times; and

35.3.3 in accordance with Sub-Clause 35.5, meet the Material Variation Cost.

Variation Process

35.4 Any Standard Variation to be made by ATOC and/or RSP shall be proposed according to the following Variation Process:

ATOC and or RSP shall notify the Agent in writing of a proposed Standard Variation. Such notice shall provide sufficient information to enable the Agent, acting reasonably, to assess the scope of work required to effect the variation, the timeframe for implementation and the Cost Impact.

The Agent shall provide a properly documented assessment of when such Standard Variation could be introduced and the likely Cost Impact (on an open-book basis) to the Agent wholly attributable to the Standard Variation. ATOC may take reasonable steps, including the instruction of an independent auditor, to verify the accuracy of such assessment of the Cost Impact and the Agent shall co-operate with such verification. The Agent shall use all reasonable endeavours to provide the assessment within ten (10) Business Days, or such other time as agreed, given the nature of the Standard Variation being proposed.

If the parties are unable to agree the level of the Cost Impact or to resolve any other issues by a negotiation in good faith within thirty (30) Business Days of the day on which the Agent submitted the assessment, such matter shall be deemed to be a "Dispute" which shall be resolved subject to the Appeal Process. No Standard Variation shall be made until such Dispute has been finally resolved.

35.5 If ATOC and/or RSP wish to proceed with such Standard Variation, it shall notify the Agent in writing of such decision and shall, at the same time, notify the Agent that the Material Variation Cost, if any, shall be dealt with by:

35.5.1 a cash payment or series of payments being made by ATOC and/or RSP;

35.5.2 a permanent or temporary increase in the Agent's Fee; or

35.5.3 (to the extent that the cost is less than or equal to the amounts the Agent has committed to spend in its then current Marketing Promotion Plan) the Agent spending such sums

in lieu of other spending it would otherwise have made under the investment requirement in the then current Marketing and Promotion Plan. In that case, such spending shall also be deemed to be in fulfilment of the requirement for investment spending under Clause 30.

35.6 The parties expect that ATOC and/or RSP will discuss with the Agent the suitability (bearing in mind the timing by which the Agent will need to incur such costs) of each of the alternatives set out in Clause 35.5, prior to giving the notification under Clause 35.4.1, but acknowledge that ATOC and/or RSP shall, at its sole discretion, decide which method to use in order to provide to the Agent the value of the Material Variation Cost.

36 TIME OF THE ESSENCE

In this Agreement time shall be of the essence, provided always that to the extent that this Agreement contemplates the possibility of such failure as to time and/or makes provision as to the consequences of such failure, this Clause 36 shall of itself give rise to no right for any party to this Agreement to rescind this Agreement or treat it as rescinded.

37 CONFIDENTIALITY

37.1 The parties to this Agreement shall treat any information received under this Agreement as confidential and accordingly, the parties shall not disclose such information to any other person. However, subject to any other applicable confidentiality obligations, information may be disclosed by any party:

(a) to any Operator;

(b) where the disclosure is required under the Railways Act 1993, as amended by the *Transport Act 2000*;

(c) to the Rail Regulator, the Authority, or their successors, or to a taxation authority;

(d) to the professional advisers of the Agent, ATOC, RSP or any Operator;

(e) to the extent necessary for the performance by ATOC and RSP of their obligations;

(f) for the purpose of enabling ATOC and RSP, or any Operator to institute, carry on or defend any legal proceedings; or

(g) 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 37.

37.2 Notwithstanding Clause 37.1 above, but subject to Clause 37.3, ATOC may disclose any information received by it from the Agent under this Agreement where it reasonably believes such disclosure to be in the best interests of the Operators as a whole or the rail industry but specifically not including, unless otherwise agreed and subject to Clause 13.2, individual customer/user name and details, the Marketing and Promotion Plan or accounting records of the Agent.

37.3 ATOC (for itself and on behalf of the Operators) and RSP each acknowledge that (i) it is contemplated that securities in the Agent or in a holding company of the Agent may in future be traded on an investment exchange and (ii) that certain information provided to it under the terms of this Agreement may be price sensitive information in relation to such securities, and accordingly ATOC, the Operators and RSP each undertake:

37.3.1 that it will not, and will procure that none of its directors, officers or employees will, deal or encourage any other person to deal in such securities on the basis of such information or otherwise engage in any behaviour or conduct which may represent market abuse in relation to such securities;

37.3.2 that when disclosing any such information under the provisions of Clause 37.1 or 37.2 it will ensure that the recipient is notified of such restrictions.

38 NOTICES

38.1 All documents and notices referred to in this Agreement must be either posted to or left at the relevant party's official address for correspondence as set out in this Agreement or advised to the parties from time to time.

38.2 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.

39 GENERAL

39.1 This Agreement, together with all and any documents or agreements referred to in this Agreement, constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all previous such agreements.

39.2 Except as expressly provided in this Agreement the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

39.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act against the parties to it by any other person.

40 GOVERNING LAW

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

41 APPEAL PROCESS

41.1 The parties to this agreement shall resolve any disputes ("**Disputes**") arising under or in connection with this Agreement in the following manner;

41.2 By agreement between a member of the ATOC Board and the Agent's relevant director; and if agreement is not reached within twenty (20) Business Days; either:

41.2.1 The Agent shall give written notice to ATOC and to the person acting as Disputes Secretary under the ATOC Disputes Resolution Rules to this effect, in which case the Disputes Secretary will ensure that the matter is considered by an arbitrator selected from the register maintained by him pursuant to the ATOC Dispute Resolution Rules within the period of ten working days from the date on which he received notice of the Dispute; or

41.2.2 Any of the parties to the Dispute may elect to submit the Dispute to the jurisdiction of the English courts.

41.3 If the arbitration process referred to in Clause 41.2.1 above does not achieve a resolution of the Dispute within ten (10) Business Days, the parties shall submit their Dispute to the exclusive jurisdiction of the English courts.

42 CHANGE OF CONTROL

42.1 The Agent must notify ATOC in writing within one month after a Change of Control (as defined by Clause 42.2) 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 considers will have a material effect on the Agent's ability to fulfil its obligations under this Agreement or is in some other material way detrimental to the interests of the Operators. ATOC shall only be permitted to exercise its rights pursuant to this Clause 42.1 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.

42.2 For the purposes of Clause 42.1 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:

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

42.2.2 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 – OPERATORS

26.	Northern Rail Limited
27.	Arriva Trains Wales/Trenau Arriva Cymru Limited
28.	c2c Rail Limited
29.	Central Trains Limited
30.	CrossCountry Trains Limited
31.	First/Keolis TransPennine Limited
32.	Gatwick Express Limited
33.	London Eastern Railway Limited
34.	Great North Eastern Railway Limited
35.	Great Western Trains Company Limited
36.	Hull Trains Company Limited
37.	Island Line Limited
38.	Merseyrail Electrics 2002 Limited
39.	Midland Main Line Limited
40.	First ScotRail Limited
41.	Silverlink Train Services Limited
42.	South Eastern Trains Limited
43.	New Southern Railway Limited
44.	South West Trains Limited
45.	First Great Western Link Limited
46.	Thameslink Rail Limited
47.	The Chiltern Railway Company Limited
48.	Wales and West Passenger Trains Limited
49.	West Anglia Great Northern Railway Limited
50.	West Coast Trains Limited

[to be updated from time to time]

(As at 1st July 2005)

SCHEDULE 2 - AGENT'S FEE

Commission Based Fee

The Agent's Fee each Settlement Period shall consist of commission in respect of the Price of the Rail Products Issued as reduced by any refund made during the Settlement Period and any applicable discount payable and shall be calculated as follows:

Method of Retailing of Rail Products and Provision of Train Service Information	**Commission Rate**
Internet Site	[ ]
Telephone Sales Centre	[ ]
WAP Site	[ ]
IDTV Site	[ ]
Self Service Retailing at remote locations using an Approved TIS	[ ]

The commission rates detailed in this Schedule are stated net of any applicable VAT.

Note: Commission rates and the process for reviewing and agreeing changes to commission rates will be negotiable but where appropriate will contain recourse to the management board of the unincorporated Association of Train Operating Companies and ratification within that body's governance structure as required.

SCHEDULE 3 - CLEARANCE AND SETTLEMENT PROCEDURE

General

1 The following shall be cleared and settled through the systems operated by RSP:

1.1 Rail Products sold by the Agent;

1.2 Refunds made by the Agent in respect of Rail Products;

1.3 Agent's Fee; and

1.4 Ticket on Departure Fee, if applicable.

Provision of Information by the Agent

2.1 Each Settlement Period the Agent shall provide to RSP the information referred to in Paragraphs 3 to 7 in respect of all Rail Products Issued and all Refunds made by it during that Settlement Period. All such information shall be provided:

2.1.1 Electronically from the Approved TIS by polling in accordance with the Approval Certificate for the relevant Approved TIS, used to issue Rail Products or Refunds;

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

2.2 In each case the information shall be provided in accordance with the procedures as at the date of this Agreement, or at such times and in accordance with such procedures as RSP shall notify to the 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.

2.3 Rail Products “Issued” means as issued from the Approved TIS, including those Rail Products issued at a Collection Point (and “Issues” shall be

construed accordingly).

Information about Tickets - non ToD transactions

3.1 The Agent must provide the following information to RSP in respect of each Ticket that is Issued by the Agent:

3.1.1 The name of the Agent and the relevant issuing office;

3.1.2 the date of issue and the period of validity;

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

3.1.4 the destination (unless validity is for journeys within a particular area, in which case the area of validity should be stated);

3.1.5 for Tickets, any requirements as to the route that must be taken or the Operators whose trains must or must not be used;

3.1.6 the class of accommodation;

3.1.7 the type of Ticket;

3.1.8 the Price (including any applicable VAT) of the Ticket;

3.1.9 if the rights and restrictions applicable to the Ticket permit it to be sold only to a particular category of person, an indication of the category in question;

3.1.10 the amount of VAT charged, if any;

3.1.11 the value and type of any discount that has been applied to the Ticket sold in respect of any Discount Card or other authorised discount (e.g. child);

3.1.12 in respect of the Approved TIS used to issue the Ticket, the number of the Approved TIS unless the Approval Certificate for that Approved TIS does not specify a number for it; and

3.1.13 any other information relating to such Ticket required by RSP (other than personal data relating to the Customer) from time to time, and as agreed in accordance with Clause 35.

3.2 The Agent must provide the information referred to in Paragraph 3.1 above by the end of the Business Day after the relevant Ticket was Issued.

Information about ToD transactions

4.1 The Agent must provide the following information to RSP in respect of each Ticket that is sold by the Agent:

4.1.1 The name of the Agent and the relevant selling office;

4.1.2 the date of sale and the period of validity;

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

4.1.4 the destination (unless validity is for journeys within a particular area, in which case the area of validity should be stated);

4.1.5 for Tickets, any requirements as to the route that must be taken or the Operators whose trains must or must not be used;

4.1.6 the class of accommodation;

4.1.7 the type of Ticket;

4.1.8 the Price (including any applicable VAT) of the Ticket;

4.1.9 if the rights and restrictions applicable to the Ticket permit it to be sold only to a particular category of person, an indication of the category in question;

4.1.10 the amount of VAT charged, if any;

4.1.11 the value and type of any discount that has been applied to the Ticket sold in respect of any Discount Card or other authorised discount (e.g. child);

4.1.12 in respect of the Approved TIS used to sell the Ticket, the number of the Approved TIS unless the Approval Certificate for that Approved TIS does not specify a number for it; and

4.1.13 any other information relating to such transaction (e.g. the CTR details) required by RSP (other than personal data relating to the Customer) from time to time, and as agreed in accordance with Clause 35.

Information about Discount Cards

5.1 The Agent must provide to RSP the following information in respect of each Discount Card that it Issues:

5.1.1 the name of the Agent and the relevant issuing office;

5.1.2 the date of issue;

5.1.3 the type of Discount Card;

5.1.4 the Price (including any applicable VAT) of the Discount Card;

5.1.5 the amount of VAT charged, if any;

5.1.6 in respect of the Approved TIS used to issue the Discount Card, the number of the Approved TIS, unless the Approval Certificate does not specify a number for it;

5.1.7 subject to the provisions of Clauses 34 and 37, the name and contact details of the purchaser of the Discount Card; and

5.1.8 any other information relating to such Discount Card required by RSP (other than personal data of the Customer) from time to time, and as agreed in accordance with Clause 35.

5.2 The Agent must provide the information referred to in Paragraph 5.1 above by the end of the Business Day after the relevant Discount Card was Issued.

Information about Reservations

6.1 The Agent must provide to RSP the following information in respect of each Reservation that it Issues or in respect of a free Reservation, each free Reservation that it issues on separate approved Rail Product stock:

6.1.1 The name of the Agent and the relevant issuing office;

6.1.2 The type of Reservation and the date on which the Reservation is valid;

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

6.1.4 the stations between which the Reservation is valid;

6.1.5 the class of accommodation to which the reservation relates;

6.1.6 the Price (including any applicable VAT) of the Reservation;

6.1.7 the amount of any VAT charged;

6.1.8 in respect of the Approved TIS used to issue the Reservation, the number of the Approved TIS, unless the Approval Certificate for that Approved TIS does not specify a number for it; and

6.1.9 any other information relating to such Reservation required by RSP (other than personal data of the Customer) from time to time, and as agreed in accordance with Clause 35.

6.2 The Agent must provide the information referred to in Paragraph 6.1 above by the end of the Business Day after the relevant Reservation was Issued .

Information about Refunds

7.1 Where a Refund is made by the Agent in respect of an unused Ticket the Agent shall return a cancelled Ticket in support of the Refund to RSP.

7.2 The Agent must provide to RSP the following information in respect of each Refund made by the Agent:

7.2.1 The name of the Agent and the office at which the Refund was made;

7.2.2 The date of the Refund;

7.2.3 The amount of the Refund before the deduction of any cancellation fees;

7.2.4 The Rail Product in respect of which the Refund was made;

7.2.5 The name and address of the person to whom the Refund was made;

7.2.6 Whether the person to whom the Refund was made was charged a cancellation fee and, if so, the amount of such cancellation fee (including applicable VAT);

7.2.7 The net value of the Refund made; and

7.2.8 Any other information relating to such Refund required by RSP (other than personal data of the Customer) from time to time, and as agreed in accordance with Clause 35.

7.3 The Agent must provide the information referred to in Paragraph 7.2 above within two (2) Business Days after the week in which the relevant Refund was made.

Information Supplied Incorrectly

8.1 If any information provided to RSP by the Agent under Paragraphs 3 to 7 is incomplete or is provided in a different format or in accordance with a different procedure from that specified by RSP and agreed by the Agent 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 within two (2) Business Days, in accordance with Paragraph 2.1.

8.2 Where the Agent fails to provide the information referred to in Paragraphs 3 to 7 above by the time it is required to do so pursuant to those Paragraphs in accordance with Paragraph 2.1 above and, as a result, any Rail Products issued by that Agent are not Accepted for Clearing until after the end of the Settlement Period in which they were sold in respect of ToDs, Issued or made, RSP may calculate the amount of Agent's Fee to which the Agent would otherwise be entitled in respect of those Rail Products. If RSP decides to make this calculation, that Operator shall not be entitled to receive Agent's Fee on those Rail Products at that time, but will receive the Agent's Fee when the Rail Products Issued by the Agent are Accepted for Clearing, less RSP's reasonable costs.

8.3 If the reasonable cost (including any VAT for which RSP is not entitled to a credit under the VAT Act) to RSP of calculating the amount of the Agent's Fee referred to in sub-Paragraph 1.3 above exceeds the amount of that Agent's Fee (together with any applicable VAT), the excess (including any applicable VAT) will be payable by the Agent to RSP on demand (or, in the event that VAT is applicable, within twenty (20) Business Days of provision to the Agent of an appropriate invoice together with any applicable VAT).

Data Re-creation

9.1 If any information which the Agent is bound to provide under Paragraphs 3 to 7 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.

9.2 RSP shall use its reasonable endeavours to obtain the missing information from any alternative sources available to it and, to the extent that it is unable to do so before the end of the Settlement Period to which the information relates, RSP 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.

9.3 The Agent shall co-operate with RSP, and provide it with such further information as it reasonably requires, to enable RSP to obtain or estimate such missing information.

9.4 Any missing information which is obtained by RSP from an alternative source, or is estimated by it under this Paragraph 9.4 shall, for the purpose of the 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.

9.5 RSP may charge a reasonable cost for its services for data recreation unless as a result of RSP's fault. These reasonable costs are payable to RSP on demand (or, in the event that VAT is applicable, within twenty (20) Business Days of provision to the Agent of an appropriate VAT invoice together with any applicable VAT).

Time at Which Items are Accepted for Clearing

10.1 RSP may elect to treat any Rail Product or Refund in relation to which the information referred to in Paragraphs 3 to 7 was:

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

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

Effect of Acceptance for Clearing

11 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 in to account, in accordance with this Agreement for the purposes of

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

Preservation of Information

Information

12.1 The Agent shall preserve the information specified in Paragraphs 3 to 7 in relation to every Rail Product it Issues, or in the case of ToD transactions, sells and every Refund it makes. Such information shall be preserved in the case of Rail Products issued using an Approved TIS or Refunds made in respect of such Rail Products until that information has been received by RSP and in all other cases for thirty 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.

12.2 RSP shall make arrangements for the transfer of information to RSP from any Approved TIS. Such transfer shall take place at such times and in accordance with the procedures as at the date of this Agreement, or such procedures as RSP may notify the Agent from time to time and as agreed by the Agent in accordance with Clause 35, and the Agent shall co-operate with such procedures.

12.3 The Agent shall preserve written summaries of Rail Products and Refunds which were sold in respect of ToDs, Issued or made using an Approved TIS for thirteen (13) Settlement Periods after the end of the Settlement Period in which the information specified in Paragraphs 3 to 7 relating to such Rail Products and Refunds was received by RSP.

12.4 RSP may from time to time request, and if so requested the Agent shall provide, any information (other than personal customer data) in the Agent's possession or control which relates to Rail Products sold, Issued and Refunded by the Agent during the twenty four (24) month period preceding such request and in which the Operators or RSP have an interest. RSP shall pay to the Agent its reasonable expenses incurred in providing the information.

12.5 Where any of the information specified in Paragraph 3 to 7 includes VAT information then the Agent shall preserve such information for a period of six (6) years or such other period as required by any law or regulation relating to VAT.

Methods of Preservation

12.6 With the exception of electronic data, which has been transferred to RSP, the information referred to in this Paragraph 6 shall be preserved in written form, on microfiche or on computer disc, at the Agent's discretion.

Settlement of Revenues

General

13.1 This Paragraph 13 relates to settlement of revenues arising as under this Agreement as a result of Rail Products Issued or of Refunds made by the Agent which were Accepted for Clearing by RSP in that Settlement Period or Interim Payments payable by the Agent.

Calculation of the Interim Payment

13.2 Before the first day of each Settlement Period RSP will calculate:

(i) The Historical Settlement Amount for that Settlement Period; and

(ii) The Interim Payments that will be due from the Agent in that Settlement Period each calculated in accordance with the following formula:

$$\text{Interim Payment} = \frac{\text{Historical Settlement Amount} \times 70\%}{\text{Number of Payments}}$$

where "**Number of Payments**" means the number of Interim Payments that are to be made in that Settlement Period (the number shall be three (3)), and where "**Historic Settlement Amount**" shall be the amounts set out in the Appendix to this Schedule.

13.3 The percentage referred to in Paragraph 13.2(ii) above may, at the discretion

of RSP be increased to not more than one hundred (100) per cent if the Agent has failed to pay any amount due under this Schedule when payable and such payment remains outstanding for a further two Business Days from the date the relevant calculation is made, unless the unpaid amount is validly disputed in accordance with the dispute process in which case the percentage will not be so increased.

Notification to the Agent of Interim Payments

13.4 As soon as reasonably practicable, and in any event in Period 7 of year 1 in respect of Periods 1 to 6 of year 2, and in Period 1 of year 2 in respect of Periods 7 to 13 of year 2 (and so on throughout the Term) RSP will notify the Agent of the Interim Payments payable by the Agent under Paragraph 13.2 above for the respective Settlement Periods.

Payment of the Interim Payment

13.5 On each Interim Payment Date the Agent will pay to RSP the Interim Payment (if any) payable by the Agent on that date.

Calculation of the Settlement Amount

13.6 The Settlement Amount for a Settlement Period shall be the amount as calculated in accordance with Paragraph 13.7 below.

Amount Owed by the Agent

13.7 RSP shall in respect of each Settlement Period using the information supplied by the Agent and Accepted for Clearing by RSP under Paragraphs 3 to 7 calculate an amount (the "Agent Settlement Amount") as follows:

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

LESS

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

LESS

(c) the Agent's Fee;

LESS

(d) the aggregate of the RSP Service Fees due in that Settlement Period;

and LESS

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

Documents to be Supplied by the Agent to RSP

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

(a) the completed RSP form RSP 25805/24 and RSP 25122/3 ("Summary of Refunded Fares Form") or such other form(s) as RSP may from time to time specify, and as agreed by the Agent in accordance with Clause 35, detailing all Refunds made by the Agent and including the original refunded Rail Product, save for non-issues; and

(b) all Rail Products which the Agent cancelled in that Settlement Period (including Rail Products stamped or marked “cancelled”)

Rectification of Errors

13.9 If, upon receipt of the information provided by the Agent under Paragraph 2 RSP disputes with good reason the Agent’s information, it shall within ten Business Days recalculate the Agent’s Settlement Amount for that Settlement Period and notify the Agent accordingly. The Agent has five Business Days to accept such notification, or to refer the matter to the Appeal Process. If the amount notified to and accepted by the Agent in accordance with this

Paragraph 13.9 is greater than the amount notified to RSP in accordance with Paragraph 2 the Agent shall pay the difference to RSP forthwith unless RSP permits the Agent to add the amount due to the Settlement Amount payable in respect of the following Settlement Period. If the amount so notified to and accepted by the Agent is less than the amount notified to RSP in accordance with Paragraph 2 the Agent shall deduct the amount due to it from the Settlement Amount payable in respect of the following Settlement Period.

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

Payment of the Settlement Amount

13.10 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.

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

13.12 Payments due to the Agent from RSP under this Agreement will be made in pounds sterling by the transfer of immediately available funds for value on the day they become due to such pounds sterling account with a bank in the United Kingdom as the Agent notifies to RSP from time to time on a non-discriminatory basis on not less than one month's written notice to the Agent.

13.13 The Agent will pay to RSP the Settlement Amount (as calculated in accordance with this Paragraph 13) less the Interim Payments, in respect of each relevant Settlement Period, on the relevant final settlement payment date as set out in Schedule 4.

Liability to Pay Interest

14.1 If the Agent fails to pay any amount payable by it pursuant to this Agreement when due, it shall pay interest on the amount 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.

14.2 Interest accrued under this Paragraph 14 will be payable on demand but, if not previously demanded, will be payable on the last day of the Settlement Period in which the default occurred. If not paid when due, the interest will be added to the overdue sum and will itself bear interest accordingly.

Warrants and Exchange Orders

15 Where the Supplier accepts Warrants or Exchange Orders as payment for a Railcard;

15.1 Warrants and Exchange Orders shall be sent by the Supplier to RSP each Settlement Period;

15.2 Upon receipt from the Warrant or Exchange Order account holder of cleared funds RSP shall include those monies in the settlement process; and

15.3 RSP may retain from those monies the standard processing fee incurred in relation to this function, which fee may be determined by RSP from time to time and notified to the Supplier.

Liability of RSP

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

Time Limits

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

Payments Free and Clear of Set-Off

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

APPENDIX 1

Historical Settlement Amount

[RSP to determine estimates where no actual figures available]

APPENDIX [ ]

Value of Security in First Year – Clause 22.2

The Agent shall be required to have and to maintain a bond in the favour of [ATOC/RSP] in a form acceptable to [ATOC/RSP] in the sum of [ ] POUNDS STERLING (£[ ]).

SCHEDULE 4 - SETTLEMENT PERIODS AND PAYMENT DATES

Settlement Periods and Payment Dates for the Financial Year Ending 31 March 2006

[update as required]

Settlement Period	End Date	Advice Date	Interim Payment Dates			Final Settlement Date
			First	Second	Third	
1	30/04/05	12/05/05	08/04/05	15/04/05	29/04/05	19/05/05
2	28/05/05	09/06/05	06/05/05	13/05/05	27/05/05	16/06/05
3	25/06/05	07/07/05	03/06/05	10/06/05	24/06/05	14/07/05
4	23/07/05	04/08/05	01/07/05	08/07/05	22/07/05	11/08/05
5	20/08/05	01/09/05	29/07/05	05/08/05	19/08/05	08/09/05
6	17/09/05	29/09/05	26/08/05	02/09/05	16/09/05	06/10/05
7	15/10/05	27/10/05	23/09/05	30/09/05	14/10/05	03/11/05
8	12/11/05	24/11/05	21/10/05	28/10/05	11/11/05	01/12/05
9	10/12/05	22/12/05	18/11/05	25/11/05	09/12/05	29/12/05
10	07/01/06	19/01/06	16/12/05	23/12/05	06/01/06	26/01/06
11	04/02/06	16/02/06	13/01/06	20/01/06	03/02/06	23/02/06
12	04/03/06	16/03/06	10/02/06	17/02/06	03/03/06	23/03/06
13	31/03/06	13/04/06	10/03/06	17/03/06	31/03/06	20/04/06

*Bank Holiday – Payment Date is Monday [ ] instead of [ ]

On or before 31 March in each year, RSP shall determine the Settlement Periods in the following twelve months and shall notify them in writing to the Agent.

The first, second and third Interim Payment Dates, and the final settlement payment date, for the remaining term of this Agreement, will be fixed at the same number of days after the first day of each relevant Settlement Period as outlined above for the year [ ]2005/2006. Each Payment Date will only be varied if such a date does not fall on a Business Day, in which case it will be set at the following Business Day.

SCHEDULE 5 - LIST OF RAIL PRODUCTS AUTHORISED FOR SALE BY THE AGENT

0

1 - RAIL PRODUCTS THE AGENT IS OBLIGED TO SELL

Subject to the restrictions on the Agent's authority under this Agreement the Rail Products shall consist of those meeting the criteria in (a) to (f), with the exception of those specifically identified in the list of excluded products.

(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 a Fares Manual which is in force and has been supplied to the Agent by ATOC;

(c) Reservations relating to Tickets;

(d) Discount Cards;

(e) Tickets sold in exchange for Warrants;

(f) Changes to a Ticket issued under this licence in accordance with the rules of such Ticket but not including Excess Fares and Upgrades; and

(g) such other products which may be settled through the services of RSP as ATOC may notify to the Agent from time to time. [delete/add as appropriate – subject to negotiation

2 - RAIL PRODUCTS SPECIFICALLY NOT AUTHORISED FOR SALE BY THE AGENT

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

(a) One-Day Travelcards which do not comply with Transport for London's specifications;

(b) Tickets purchased with the benefit of a railways staff privilege card;

(c) Discount Cards which are specifically intended for use by disabled persons; or

(d) Season Tickets;

(e) ITX Fares or other net fares

3 - RAIL PRODUCTS WHICH THE AGENT IS NOT OBLIGED TO SELL

[To be completed by mutual agreement between ATOC and the Agent.]

(a) Excess Fares;

(b) Upgrades;

(c) Tickets for Privilege Travel;

(d) Motorail services;

(e) Integrated Tickets, where they contain elements that are not zero rated for VAT;

(f) Sleepers.

The Agent may add other Rail Products to this list with the written consent of ATOC.

SCHEDULE 6 - TRAIN SERVICE INFORMATION

1 The Train Service Information shall include:

1.1 All train departure and arrival times and connecting inter-modal connection times as are shown in the National Rail Timetable including details of emergency work and future planned alternations that are provided in the RJIS data feed;

1.2 All variations to the National Timetable or Routes as may be shown in supplements to the National Timetable and any other publication received by the Agent; that are provided in the RJIS data feed.

1.3 All fares contained within the RJIS, published promotional fares (provided by ATOC) and Routes as updated from time to time;

1.4 Subject to Schedule 5, all available types of tickets for national travel and related ticket restrictions and applicable Conditions of Travel for any journey as contained within RJIS;

1.5 Details of special travelling needs as specified in the National Rail Conditions of Travel. The Agent shall ensure that customers and prospective customers are advised that if assistance is required on a journey, this must be pre-arranged with the relevant Operator;

1.6 Details of the availability of ticket and other through ticketing product refunds;

2 The Agent shall use all reasonable endeavours to provide directly the information contained in this Schedule or with ATOC's express written agreement and in its sole discretion, the Agent may may be permitted to provide access to an alternative ATOC approved source of the information. For the avoidance of doubt this could include the provision of a telephone number or internet hyperlink to the alternative approved source.

SCHEDULE 7 – ATOC STANDARDS

ATOC Standard for the Operation of Internet Sites and ATOC Standard for the Operation of Telephone Sales Centres

DEFINITIONS

The following words or phrases shall have the meanings set out below. Unless otherwise defined in this document, the definitions provided for in the Agreement to which this document is Schedule 7, shall have the meanings set out in the Agreement.

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

ATOC Standard for the Operation of Internet Sites

1 OBLIGATION ON THE AGENT

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

2 MONITORING AND COMPLIANCE

2.1 The services provided by the Agent through the Site or Sites using this Method of Retailing will be monitored to determine compliance with the terms of the Agreement. Monitoring of compliance will be undertaken by an ATOC compliance audit as described in Schedule 8, consisting of:-

2.1.1 Mystery Shopper Surveys conducted by ATOC not less than once in each calendar year. Such surveys shall determine that the Agent providing Train Service Information and / or selling Rail Products on the site is doing so impartially and accurately.

2.1.2 An audit of the Site (or Sites) conducted not less then once in each calendar year, by the ATOC Representative to ensure that it complies with the other requirements of the ATOC Standard for the Operation of Internet sites as set out in this Schedule.

2.2 Should the Agent fail any aspect of the compliance activities as described in paragraphs 2.1 and/or 2.4 of Schedule 8, ATOC shall, depending on the severity of the failure, enforce the process under paragraphs 3 to 5 of Schedule 8 of this Agreement.

2.3 In cases where an Operator has reason to believe that the Agent is not compliant with the terms of the Agreement, and where such alleged non-compliance is not provided for by the assessment made through ATOC compliance activities, the following will apply:

2.3.1 The Operator concerned will make representations to ATOC and demonstrate that:

a) the alleged non-compliance is not being assessed by the ATOC compliance audit;

b) the alleged non-compliance is having, or has had, a material effect on the sale of a Rail Product or Rail Products created by the Operator; or

c) the alleged non-compliance constitutes material discrimination against the business interest of the Operator.

2.3.2 If ATOC agrees with the representations he will ask the Operator to provide a financial estimate of the effect of the alleged non-compliance.

2.3.3 If the value of the financial estimate is equal to or greater than £10,000 per Settlement Period (in any one period) ATOC will require the Agent to take action to rectify the cause of non-compliance.

2.3.4 If the value of the financial estimate is less than £10,000 per Settlement Period (in any one period) ATOC will not be obliged to require the Agent to take action to rectify the cause of non-compliance.

2.3.5 The value of the transaction referred to in Paragraphs 2.3.3 and 2.3.4 (above) will be adjusted annually at the discretion of ATOC acting reasonably, to take into account the real value of the amount referred to in Paragraphs 2.3.3 and 2.3.4 at the time of review.

2.3.6 In requiring the Agent to rectify the cause of non-compliance ATOC and the Agent will seek to agree a reasonable date by when the work must be completed. If ATOC and the Agent fail to reach a decision on a reasonable date within ten Business Days, ATOC will stipulate a reasonable date by when the work must be completed.

2.3.7 If the Agent fails to rectify the cause of non-compliance by the agreed date, or the date stipulated by ATOC, ATOC shall enforce the process under paragraphs 3 to 5 of Schedule 8.

2.3.8 If the Agent fails to agree a programme or timetable for rectification, or refuses to rectify the cause of non-compliance, or does not agree that ATOC has stipulated a reasonable date under Paragraph 2.3.6 above, the matter will be resolved by application of the Appeal Process. Failure to comply with a decision resulting from application of the Appeal Process provisions that requires the Agent to rectify the

cause of non-compliance, will result in ATOC exercising the Defined Remedies outlined in Schedule 8 of this Agreement.

3 INFORMATION TO BE DISPLAYED AND THE VALUE OF TRANSACTIONS

3.1 The Agent must ensure that all Fares the Agent is obliged to sell applicable to a journey are displayed on the Site but is not obliged to undertake a transaction the value of which is less than [£ insert minimum fare value].

3.2 The value of the transaction referred to in Paragraph 3.1 (above) will be reviewed and adjusted annually at the discretion of ATOC acting reasonably, to take into account the real value of the amount referred to in Paragraph 3.1 at the time of review.

3.3 The Agent must ensure that when publishing Train Service Information and Rail Product information on the Site, that all such information as has been provided by RSP to the Agent, in accordance with Schedule 13, is published on the Site, within a reasonable time of receipt.

3.4 The Agent must provide, or procure access to, all reasonable Train Service Information in response to enquiries from its clients seeking to purchase a Rail Product.

4 RAIL PRODUCTS OFFERED FOR SALE

4.1 The Agent may only offer for sale those Rail Products listed in Schedule 5.

4.2 For the avoidance of doubt, the Agent is not obliged to offer for sale a Rail Product that is not a Basic Product, or a Non-Rail Product, or any Rail Product that is incapable of being sold using the Approved TIS.

4.3 The Agent is not obliged to issue a Reservation unless the Reservation is issued in relation to the right to a seat on a particular train journey (there is no obligation to issue a Reservation for any other service - e.g. - for the conveyance of a bicycle).

4.4 The exceptions to the range of Rail Products or services listed in Part 3 of Schedule 5 that the Agent is not obliged to offer for sale may be amended as agreed from time to time in writing between the Parties. If ATOC deems it appropriate to amend the range of Rail Products that the Agent is required to offer for sale, he will stipulate a reasonable date from when such Rail Products are to be offered for sale.

4.5 In cases where a customer enquires about a Rail Product or service that is not offered for sale through the Site, the Agent is obliged to provide the customer with information about how such a service or services can be enquired about and/or purchased.

5 PUBLICISING SITE ACCREDITATION

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

6 NATIONAL RAIL CONDITIONS OF TRAVEL

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

7 NATIONAL RAIL INTERNET SITE

The Agent will ensure that the Site provides a link to the National Rail Internet Site (www.nationalrail.co.uk).

8 CUSTOMER COMMENTS

10.1 The Agent must provide a means for customers to make comments and complaints about the service provided by the Site.

10.2 The Agent will be responsible for handling any comments and complaints about the service provided by the Site to the same customer facing standards as are required of Train Operating Companies by the National Rail Standard "Customer comments and correspondence involving two or more train companies" or any successor best practice guidelines used by the Operators as amended from time to time. A copy of this standard or any successor best practice guidelines as amended from time to time will be provided by ATOC.

9 REFUNDS

9.1 The Agent will provide a means for customers to apply for refunds in respect of the Rail Products purchased through the Site and display the following information prominently:

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

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

10 RESERVATIONS

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

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

10.3 The Agent must make it clear to customers how to change a Reservation. Where the customer subsequently wishes to make a change to the Reservation, the Agent may only issue a replacement Reservation when that existing Reservation has been cancelled.

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

11 DESPATCH OF TICKETS

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

11.2 The Agent is permitted to offer alternative methods of Ticket despatch. If such alternative methods are provided then customers must be made aware, before or at the time of purchase, of any charges that might be raised and all specific conditions that will apply, including those relating to non-delivery. Such additional charges must not be incorporated within the Price but may be charged as an additional sum within the transaction.

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

11.4 The Agent may enter into an agreement with each Operator to set out the arrangements for a customer to obtain his/her Ticket from a station in circumstances where a Ticket sent by post has not arrived in time for the journey purchased. In these circumstances the Operator operating the station retail outlet through which the customer obtains his/her Ticket will be entitled to raise an administration fee against the Agent for providing this service. Any administration fee raised will be agreed between the Agent and the relevant Operator or ATOC in the case of a national agreement on behalf of some or all Operators, and will be borne by the Agent.

12 SITE ACCESS

12.1 The Agent will arrange for the Site to be available to customers for the provision of Train Service Information and the sale of Rail Products from (as a minimum) 0600 to 2200 (UK time) every day when RSP makes available the source data systems.

12.2 The Standard recognises that during certain times of the day it will be necessary to undertake Site maintenance; the times when this is to take place must be kept to a minimum and clearly displayed on the Site. Where possible such Site maintenance should be undertaken at known periods of low-use.

13 INFORMATION THAT MUST BE DISPLAYED ON THE SITE

13.1 The Site must display the following:

a) The range of services and Rail Products provided by the Site and any specific exceptions;

b) The conditions of purchase that apply to Rail Product transactions and the National Rail Conditions of Travel;

c) The arrangements for the dispatch of Tickets and any special conditions relating to Ticket delivery arrangements;

d) An ATOC Accreditation Mark on the 'home' page whenever the agent is entitled by the agreement to use such mark, unless ATOC has given permission for the Agent not to display such mark;

e) The name and address of the Agent; and

f) The arrangements for obtaining telephone help or for contacting the Agent by electronic means.

13.2 Any information that is time-dated must be clearly identified and displayed as a general notice on the Site in accordance with any best practice guidelines used by the Operators applying from time to time (for example, when the price of Rail Products changes).

13.3 The Agent may display its company logo or brand identity (or a third party's brand identity if the Agent is operating a Site on behalf of a third party) on the Site.

13.4 The Agent must clearly state on the Site that all information and transactions relating to the sale of Rail Products is provided impartially between the Operators.

14 CUSTOMER COMMUNICATION

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

15 CUSTOMER HELP

15.1 The Agent will provide a Telephone Help service and ensure that calls to it are answered promptly.

15.2 The Agent will provide for the Telephone Help service to be available:

10:00 – 20:00 Monday to Friday
10:00 – 18:00 Saturday
13:00 – 21:00 Sunday

15.3 The parties agree that opening hours should take into account factors such as, but not limited to, customer demand, automated help facilities and access to alternative ticket booking channels, and may vary from time to time as these factors change. At least 20 Business Days before the planned implementation of any proposed change, such change and its supporting rationale must be submitted to ATOC for agreement, such agreement not to be unreasonably withheld or delayed. If the parties cannot agree, the Appeal Process shall apply. The Agent will make it clear to customers whether the Telephone Help service is, or is not, available on Christmas, Boxing and New Years Days.

16 CUSTOMERS WITH A DISABILITY

16.1 The Agent shall take such steps as it believes necessary to comply with relevant sections of the Disability Discrimination Act 1999 as from time to time modified, re enacted or consolidated, and any regulation or order made under it. As a minimum, in respect of its obligations under the Disability Discrimination Act 1999, the Agent shall operate to the same standards as operated by ATOC for the nationalrail.co.uk site. For the avoidance of doubt, if the Agent is required to carry out further work in order to comply with this Paragraph 16, such work will be at the Agent's cost. For the further avoidance of doubt, ATOC is in no way whatsoever responsible for the Agent's compliance with the *Disability Discrimination Act 1999* or failure to take any necessary or appropriate steps to comply with this legislation.

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

17 TICKET VALIDITIES AND CONDITIONS

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

18 METHODS OF PAYMENT

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

19 SECURE PAYMENT ARRANGEMENTS

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

20 FRAUD

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

21 ATOC ACCREDITATION MARK

211 The Agent will ensure that when applying the ATOC Accreditation Mark the design guidelines provided by ATOC for the use of the mark are adhered to.

21.2 ATOC hereby grants the Agent a non-exclusive licence to use the ATOC Accreditation Mark for the term as permitted under this Agreement, and shall fully indemnify the Agent in respect of any claim by a third party that such use by the Agent infringes the intellectual property rights of such third party.

22 CHANGES

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

23 DISPUTES

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

ATOC Standard for the Operation of Telephone Sales Centres

1. OBLIGATION ON THE AGENT

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

2. MONITORING AND COMPLIANCE

2.1 The services provided by the Agent through the Telephone Sales Centre will be monitored to determine compliance with the terms of the Agreement. Monitoring of compliance will be undertaken by ATOC compliance activities as described in Schedule 8, consisting of:

2.1.1 Mystery Shopper Surveys conducted by ATOC not less than once in each calendar year. Such surveys shall determine that the Agent providing Train Service Information and/or selling Rail Products is doing so impartially and accurately; and/or

2.1.2 An audit of the Site (or Sites) using this Method of Retailing conducted not less then once in each calendar year, by the ATOC Representative to ensure that it complies with the other requirements of the ATOC Standard for the Operation of Telephone Sales Centres as set out in this Schedule.

2.2 Should the Agent fail any aspect of the compliance activities as described in paragraph 2.1 and/or 2.4 of Schedule 8, ATOC shall, depending on the severity of the failure, enforce the process under paragraph 3 to 5 of Schedule 8 of this Agreement.

2.3 In cases where an Operator has reason to believe that the Agent is not compliant with the terms of the Agreement, and where such alleged non-compliance is not provided for by the scenarios tested through the ATOC compliance activity, the following will apply:

2.3.1 The Operator concerned will make representations to ATOC and demonstrate that:

a) the alleged non compliance is not provided for by the Mystery Shopper Survey;

b) the alleged non compliance is having, or has had, a material effect on the sale of a Rail Product or Rail Products created by the Operator; or

c) the alleged non compliance constitutes material discrimination against the business interest of the Operator.

2.3.2 If ATOC agrees with the representations he will ask the Operator to provide a financial estimate of the effect of the alleged non-compliances.

2.3.3 If the value of the financial estimate is equal to or greater than £10,000 per Settlement Period (in any one period) ATOC will require the Agent to take action to rectify the cause of non-compliance.

2.3.4 If the value of the financial estimate is less than £10,000 per Settlement Period (in any one period) ATOC will not be obliged to require the Agent to take action to rectify the cause of non-compliance.

2.3.5 The value referred to in Paragraphs 2.3.3 and 2.3.4 (above) will be adjusted at the discretion of ATOC acting reasonably to take into account the real value of the amount referred to in Paragraphs 2.3.3 and 2.3.4 at the time of the review.

2.3.6 In requiring the Agent to rectify the cause of non-compliance ATOC and the Agent will seek to agree a reasonable date by which the work must be completed. If ATOC and the Agent fail to reach a decision on a reasonable date within ten Business Days, ATOC shall stipulate a reasonable date by when the work must be completed.

2.3.7 If the Agent fails to rectify the cause of non-compliance by the agreed date or the date stipulated by ATOC, ATOC shall enforce the process under paragraphs 3 to 5 of Schedule 8.

2.3.8 If the Agent fails to agree a programme or timetable for rectification or refuses to rectify the cause of non-compliance or does not agree that ATOC has stipulated a reasonable date under Paragraph 2.3.6 above, the matter will be resolved by application of the Appeal Process. Failure to comply with a decision resulting from application of the Appeal Process that requires the Agent to rectify the cause of non-compliance, will result in ATOC exercising the Defined Remedies outlined in Schedule 8.

3. INFORMATION TO BE PROVIDED AND THE VALUE OF TRANSACTIONS

3.1 The Agent must ensure that all Fares the Agent is obliged to sell applicable to a journey are offered to customers but is not obliged to undertake a transaction the value of which is less than [£ insert minimum fare value].

3.2 The value referred to in Paragraph 3.1 (above) will be adjusted at the discretion of ATOC acting reasonably to take into account the real value of the amount referred to in Clause 3.1 at the time of the review

3.3 The Agent must ensure that, when giving customers Train Service and Rail Product information, all such information as has been provided by RSP to the Agent, in accordance with Schedule 13 applicable to train service and/or Rail Product being enquired about, is given.

4. RAIL PRODUCTS OFFERED FOR SALE

4.1 The Agent must only offer for sale those Rail Products listed in Schedule 5.

4.2 For the avoidance of doubt, the Agent is not obliged to offer for sale a Rail Product that is not a Basic Product, or a Non-Rail product, or any Rail Product that is incapable of being sold using the Approved TIS.

4.3 The Agent is not obliged to issue a Reservation unless the Reservation is issued in relation to the right to a seat on a particular train journey (there is no obligation to issue a Reservation for any other service - e.g. - for the conveyance of a bicycle).

4.4 The exceptions to the range of Rail Products or services listed in Part 3 of Schedule 5 that the Agent is not obliged to offer for sale may be amended as agreed from time to time in writing between the Parties. If ATOC deems it appropriate to amend the range of Rail Products that the Agent is required to offer for sale, he will stipulate a reasonable date from when such Rail Products are to be offered for sale.

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

5. PUBLICISING TELEPHONE SALES CENTRE ACCREDITATION

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

6. NOT USED

7. CUSTOMER COMMENTS

7.1 The Agent must provide a means for customers to make comments and complaints about the service provided by the Telephone Sales Centre.

7.2 The Agent will be responsible for handling any comments and complaints about the service provided by the Telephone Sales Centre to the same customer facing standards as are required of Train Operating Companies by the National Rail Standard "Customer comments and correspondence involving two or more train companies" or any successor best practice guidelines used by the Operators as amended from time to time. A copy of this standard or any successor best practice guidelines as amended from time to time will be provided by ATOC.

8. TELEPHONE SALES CENTRE ACCESS

The Agent will base the times during which the Telephone Sales Centre is available to customers for the provision of Train Service Information and the sale of Rail Products on the level of customer demand.

9. CALL HANDLING CAPACITY

9.1 The Agent will ensure that sufficient call handling capacity is provided throughout the time that the Telephone Sales Centre is open to enable calls to be answered promptly. This obligation excludes temporary peaks in demand and unforeseen circumstances.

9.2 The Agent is not obliged to provide call handling capacity for sales promotions arranged by the Operators about which the Agent has not been given reasonable notice.

10. TELEPHONE NUMBERS AND CALL ANSWERING STANDARDS

10.1 The Agent will arrange for customers to be able to contact the Telephone Sales Centre by dialling a telephone number the call cost of which does not exceed the BT National call charge rate (or equivalent rate) as applicable from time to time.

This obligation shall only apply to calls made to the Telephone Sales Centre that relate to the purchase of Rail Products. The Agent may charge a premium call rate for the provision of other services if he wishes. In cases where a premium call rate is to be applied, customers must be made aware of this at the time.

10.2 The Agent will ensure that no more than 10% of all calls offered in each year are abandoned before answer. This obligation excludes temporary peaks in demand, unforeseen circumstances, and peaks caused by promotions under Paragraph 9.2.

10.3 The Agent will ensure that, at all times, callers are dealt with in a courteous and polite manner.

11. REFUNDS

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

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

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

12. RESERVATIONS

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

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

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

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

13. DESPATCH OF TICKETS

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

13.2 The Agent is permitted to offer alternative methods of Ticket despatch. If such alternative methods are provided then customers must be made aware, before or at the time of purchase, of any charges that might be raised and all specific conditions that will apply, including those relating to non-delivery. Such additional charges must not be incorporated within the Price but may be charged as an additional sum within the transaction.

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

13.4 The Agent may enter into an agreement with each Operator to set out the arrangements for a customer to obtain his/her Ticket from a station in circumstances where a Ticket sent by post has not arrived in time for the journey purchased. In these circumstances the Operator operating the station retail outlet through which the customer obtains his/her Ticket will be entitled to raise an administration fee against the Agent for providing this service. Any administration fee raised will be agreed between the Agent and the relevant Operator or ATOC in the case of a national Agreement on behalf of all Operators, and will be borne by the Agent.

14. INFORMATION THAT MUST BE DISPLAYED ON PUBLICITY MATERIAL

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

a) An approved ATOC Accreditation Mark whenever the agent is entitled by the agreement to use such mark, unless ATOC has given permission for the Agent not to display such mark.
b) The name and address of the Agent

14.2 Any information shown in publicity material that is time-dated must be clearly identified and displayed as a general notice in accordance with any best practice guidelines used by the Operators applying from time to time (for example, when the price of Rail Products changes), where it is reasonably practical to do so.

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

14.4 The Agent will clearly state on publicity material that all information and transactions relating to the sale of Rail Products is provided impartially between the Operators, where it is reasonably practical to do so.

15. CUSTOMER COMMUNICATION

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

16. CUSTOMERS WITH A DISABILITY

16.1 The Agent shall take such steps as it believes necessary to comply with relevant sections of the *Disability Discrimination Act 1999* as from time to time modified, re enacted or consolidated, and any regulation or order made under it. As a minimum, in respect of its obligations under the Disability Discrimination Act 1999, the Agent shall operate to the same standards as operated by ATOC for the NRES Call Centre. For the avoidance of doubt, if the Agent is required to carry out further work in order to comply with this Paragraph 16, such work will be at the Agent's cost. For the further avoidance of doubt, ATOC is in no way whatsoever responsible for the Agent's compliance with the Disability Discrimination Act 1999 or the Agent's failure to take any necessary or appropriate steps to comply with this legislation.

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

17. TICKET VALIDITIES AND CONDITIONS

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

18. METHODS OF PAYMENT

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

19. FRAUD

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

20. ATOC ACCREDITATION MARK

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

21. CHANGES

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

22. DISPUTES

The parties will resolve any disputes arising under the Standard in accordance with the procedure laid down in Clause 41 of the Agreement.

SCHEDULE 8

ATOC COMPLIANCE ACTIVITY

1. Definitions

Improvement Action	-	means the work that the Agent must carry out pursuant to the Plan to improve performance of their obligations under the Agreement or which the Agent may be required to carry out.
Improvement Milestones	-	means the dates set out in the Plan by which the Agent must complete specified Improvement Action activities.
Plan	-	means the Analysis and Improvement Plan which the Agent must produce in accordance with the provisions of this Schedule.
PMMD	-	means the Performance Monitoring Methodology Document as set out in Attachment 1 to this Schedule 8.
ATOC Compliance Audit	-	means the survey and/or audit to determine whether the Agent is complying with his obligations under the Agreement
Threshold	-	means the level of performance in relation to impartiality and accuracy which the Agent must meet if he is deemed to have satisfied his obligations under the Agreement, to the extent measured by the Mystery Shopper Survey.

2. THE ATOC COMPLIANCE AUDIT

2.1 Each year ATOC will commission at least one Mystery Shopper Survey to determine whether the Agent is complying with its obligations under the Agreement to sell impartially and

accurately. The sample size of the survey will be sufficiently large to ensure a true and fair representation of performance, such that an anomaly will not distort the results.

2.2 The methodology for the Mystery Shopper Survey is described in the Performance Monitoring Methodology Document (the PMMD) set out in Attachment 1 to this Schedule 8.

2.3 The Threshold shall be set at 96.5%. The Threshold will not be changed unless the Threshold applying to Operators who are subject to a Mystery Shopper Survey with respect to station or other retail outlets is changed and any change will be made on a non-discriminatory basis.

2.4 In addition to the mystery shopper survey(s) ATOC shall, not less than once per year, audit the Site or Sites to ensure their compliance with all other requirements of the relevant ATOC Standard.

3. REMEDIAL ACTIONS

3.1 If the Agent fails to meet the Threshold or any of the other requirements of the relevant ATOC Standard it will be required to take Improvement Action to remedy the failure. The Agent will document the Improvement Action in the Plan, and carry out the Improvement Action in accordance with, the Plan.

3.2 The Plan shall contain the following:

3.2.1 An analysis of the reasons for the Agent's failure to meet its obligations in regard to impartiality and accuracy and/or any other aspect of the relevant ATOC Standard;

3.2.2 Measures to improve performance to meet or exceed the Threshold or to remedy such other areas of non-compliance as may be identified by the ATOC Compliance Audit.

3.2.3 Timescales for achieving these improvements including any intermediate milestones considered appropriate (together these form the Improvement Milestones) with the aim of ensuring the Agent's full compliance with the Standard and/or its obligations to retail impartially and accurately within the timescale agreed in the Plan; and

3.2.4 Arrangements for any follow up ATOC Compliance Audit as is necessary using the same methodology and an adequate sample within 6 months of the Plan being agreed. The Parties shall agree in good faith the necessity and timing of any such survey and/or audit. However, in the event of any dispute ATOC's decision shall be final.

3.3 The Plan must be approved in writing by ATOC based on the following criteria:

a) That the Plan demonstrates an understanding of the reasons for failure;

b) That the Plan targets the appropriate remedies;

c) The timescales are achievable; and

d) An effective review and monitoring process has been included.

3.4 During the currency of the Plan, the Agent must both meet the Improvement Milestones and take Improvement Action in accordance with the Plan.

3.5 The remedial action outlined in the Implementation Plan and any further actions carried out by the Agent to restore compliance shall be at the sole expense of the Agent, including the costs of additional surveys and/or audits as may deemed necessary by ATOC.

4. DEFINED REMEDIES

4.1 If the Agent does not perform Improvement Action activity in accordance with the Improvement Milestones set out in the Plan or if the Agent does so and, following further compliance activity still fails to meet the requirements of the relevant ATOC Standard or obligations relating to accuracy and impartiality, ATOC shall be entitled to exercise whichever of the Defined Remedies as are set out below as, in its sole discretion, ATOC considers appropriate, provided that it is not due to any factors outside of the Agent's control. ATOC shall have regard to the following criteria in order to determine which of the Defined Remedies is appropriate:

a) How far the Agent's score is below the Threshold;

b) To what extent the Agent does not comply with any other aspect of the relevant ATOC Standard;

c) Progress made since the Mystery Shopper Survey or other audit activity triggering the initiation of Improvement Action;

d) Evidence available of anticipated further improvement and the date by which such improvement will be achieved;

e) The extent to which failure was due to circumstances outside the control of the Agent.

f) The materiality of the impact on users of non-compliance of the site with the ATOC standard.

4.2 The Defined Remedies are:

a) withdraw in writing its Accreditation of the affected Method of Retailing and or the affected Site or Sites until such time as the Agent has restored compliance with its obligations to the reasonable satisfaction of ATOC and the Agent shall not use the ATOC Accreditation Mark in respect of any affected Site or Sites or Method of Retailing during any period in which ATOC has withdrawn Accreditation. For the avoidance of doubt the Agent may continue to receive Agent's Fee and use such Methods of Retailing and/or Site(s) whilst Accreditation has been withdrawn; and / or

b) cease to pay any Agent's Fee in respect of the relevant Method of Retailing or, at its sole discretion, a Site or Sites, whilst such Accreditation is withdrawn and until such time as the Agent has restored compliance with its obligations to the reasonable satisfaction of ATOC; and / or

c) withdraw its Authorisation to use the affected Method of Retailing or, at its sole discretion, require that the Agent cease use of a Site or Sites, until such time as the Agent has restored compliance with its obligations to the reasonable satisfaction of ATOC; or

d) terminate this Agreement, or part thereof.

4.3 If ATOC withdraws its Accreditation and/or Authorisation of all or any of the Methods of Retailing and/or Site or Sites as provided for in Schedule 8, the notification of such withdrawal shall include a reasonable time within which ATOC requires the Agent to comply with its obligations in regard to the ATOC Standards and or to retail impartially and accurately and to achieve re- Authorisation or re Accreditation..

4.4 If the Agent fails to comply within the specified time this shall entitle ATOC to terminate under Clause 31.2, save where the Agent notifies ATOC in writing that it no longer wishes to use such Methods of Retailing.

4.5 If Authorisation of all or any of the Methods of Retailing and/or Site or Sites is withdrawn under Schedule 8 the Agent shall not be entitled under this Agreement to sell Rail Products or provide Train Service Information using that Method of Retailing or that Site until Authorisation or Accreditation is re-confirmed in writing by ATOC. Such re-confirmation of Accreditation may be subject to the payment of such Accreditation fee as ATOC may reasonably require.

4.6 For such time as Authorisation is withdrawn, no Agent's Fee shall be payable in respect of the relevant Method of Retailing and/or Site or Sites.

4.7 Without prejudice to ATOCs right to withhold the Agent's Fee in respect of the sale of affected Rail Products through a Site or Sites in accordance with this Schedule, ATOC may also withhold the Agent's Fee (only in respect of the affected sale of Rail Products issued through a Site or Sites) where:

a) Evidence exists of partial selling by the Agent; or

b) The Agent refuses to sell any Rail Products which it is obliged to sell under Schedule 5 of the Agreement except where it was due to circumstances outside its control.

5. DISPUTES

5.1 If the Agent considers that ATOC has failed correctly to apply the criteria described in paragraph 4.1 of this Schedule, the Agent may, within ten (10) Business Days of the decision, appeal to the Retail Agents Scheme Council in writing to reverse the decision of ATOC.

5.2 The Retail Agents Scheme Council shall consider on a non discriminatory basis the appeal at its next meeting and the decision of ATOC shall be confirmed only if the Retail Agents Scheme Council votes by a majority to approve the decision in accordance with the Scheme voting arrangements. For the avoidance of doubt such vote by the Retail Agents Scheme Council shall represent the final decision on the dispute, save for exercising termination rights in which event the management board of the unincorporated Association of Train Operating Companies will make the final decision.

5.3 Until the disputes process outlined in this Paragraph 5 is completed, ATOC will not exercise its Defined Remedies.

ATTACHMENT 1 TO SCHEDULE 8

PERFORMANCE MONITORING METHODOLOGY DOCUMENT (PMMD)

1. Objective of the PMMD

The objective of the PMMD is to ensure that there is a clear, unambiguous process for measured analysis of the performance of the Site(s) in regard to achievement of the Threshold and a structure for improvement action where necessary.

2. The Monitoring Regime

2.1 The Mystery Shopper surveys will be used to test compliance with the Agent's obligation to sell accurately and impartially as shown in (2.2) below. The Mystery Shopper surveys will employ sufficiently large sample sizes to provide results that are of a comparable statistical reliability to those used for other retailers including the Operators.

2.2 Mystery Shopping will be based on defined purchase scenarios and will involve transactions being undertaken using the Agent's Sites.

2.3 The process for testing the accuracy of the Agent's retailing activity will be as follows:

(a) The Mystery Shopper survey scenarios will be tested to identify potential errors in the Agent's retailing activity. Results will be objectively assessed using the same or similar methodology to that used from time to time for other retailers including the Operators.

(b) If as a result of the Mystery Shopper Survey the Agent provides an identical output to that derived from the objective assessment, then it will be deemed to have passed the test. If the Mystery Shopper survey does not produce an identical result this will trigger an investigation. Following the investigation, if the output is deemed by ATOC to be different but acceptable, the test will be passed. Otherwise the test will be failed. Test results and reasons for failure will be fed back to the Agent to assist in the execution of any necessary corrective action. For the avoidance of doubt, ATOC's decisions in regard to whether the Agent has passed or failed each mystery shop shall be final.

(c) The scenarios to be tested will cover a range of representative journey planning

enquiries designed to be representative of the enquiries made through the Site(s).

2.4 The Flows to be tested will be identified from the previous 13, 4-weekly accounting periods transactions data held in LENNON.

2.5 The ATOC Representative will provide the Agent with details of how the mystery shopper survey will be conducted, and what aspects of the Site operation the survey will encompass.

2.6 The sample size by scenario will be weighted taking into account the occurrence/frequency of the query type, and the customer consequence and /or business impact on the Operators of failing to provide a correct answer to the query. The weighting will be derived using the proportions identified through LENNON and the evidence contained in national passenger travel survey data. The sample size of the survey will be sufficiently large to ensure a true and fair representation of performance, such that an anomaly will not distort the results.

2.7 Fieldwork will be undertaken in accordance with Market Research Society (MRS) guidelines and under the direction of a member of the MRS.

3. Presentation of Results

3.1 The survey analysis methodology will be structured to enable the findings to be presented by:-

(a) Scenario
(b) Reason for Failure, where applicable.

4. Establishing the Need for Improvement Action

4.1 To avoid being required to take Improvement Action the Agent must achieve a score which is at or above the Threshold score.

SCHEDULE 9 - MARKETING AND PROMOTION PLAN

1. Purpose

The purpose of the Marketing and Promotions Plan (M&PP) is to enable ATOC to assess whether the Agent's planned investment meets his obligations under this agreement; and to provide a point of reference against which ATOC can audit the Agent's compliance with the agreement.

2. Objectives

2.1 The Objectives of the M&PP are:

2.1.1 to explain how the applicant intends to promote the sale of Rail Products to the benefit of the Operators; and

2.1.2 if any investment is required, to explain how the investment specified in Clause 30 of the Agreement will be apportioned between the costs of qualifying infrastructure and marketing & advertising costs.

3. Confidentiality

The contents of the M&PP will be confidential to ATOC Limited (specifically not including the Operators) and the Agent; no other party has any rights to view the M&PP.

4. Approval

The M&PP will be assessed by ATOC and deemed acceptable unless ATOC can demonstrate that it fails to meet the 'Specification' - see 5.11 to 5.18 inclusive -, the ATOC Standards or any other Licence condition.

5. Specification

5.1 The 'M&PP' must set out as a minimum:

5.1.1 the Method(s) of Retailing and Site(s) through which it is intended to make Rail Products available for sale.

5.1.2 the estimated total value of the sales of Rail Products forecast to be achieved during the term the plan applies to in respect of each Method of Retailing. The estimated total value of sales is to be sub-divided by market segment and, if reasonable, by geographical area in respect of each Method of Retailing.

5.1.3 how the financial investment specified by Clause 30 will be made including a full breakdown of the expenditure proposed on marketing and promotion and technical developments. Further guidance on these two categories of investment is given in paragraph 5.2.

5.1.4 details of promotions it is intended to undertake during the term of the plan including proposed dates, an estimate of sales volume and the estimated value of sales

5.1.5 details of the market sectors to be targeted (i.e. business, leisure) and a description of the geographical areas to be covered

5.1.6 how it is intended to inform the Operators about the implementation of promotions so that they can prepare for the forecast demand

5.1.7 whether or not it is intended to:

a) offer Rail Products for sale at discounted prices including details of how discounting would be applied (the applicant should note the provisions relating to the levels of discounts (refer to Clause 5.8 of the Agreement)

b) offer other services in competition to the provision of Train Service information and the sale of Rail Products

5.1.8 how it is intended to:

a) ensure that sufficient resources (both in terms of systems and staff) are provided to meet the objectives of the plan and to satisfy the ATOC Standards

b) ensure that staff employed are trained to meet the ATOC Standards and any National Rail training standard that might apply from time to time

5.2 The following guidance is included to explain the type of expenditure that may qualify as investment for the purposes of Clause 30:

5.2.1 The ATOC Representative will determine whether the Agent's investment proposals meet the criteria specified by Clause 30. In particular, ATOC will approve the proposals if he is satisfied that:

a) investment (if any) in hardware and/or software and other resources relates only to investment planned as a result of entering into the Licence, and not investment designed to expand or improve a service already being operated by the applicant or an agent of the applicant under other licence(s). The following are examples of qualifying investment:

- the provision of computer equipment
- the provision of communication links
- software required to operate the Telephone Help Service and any associated Call centre
- software required to operate the Site
- other resources such as premises required to house the operation

b) the qualifying investment (if any) in hardware and/or software and other resources does not exceed one-third of the total investment specified in Clause 30

c) the total qualifying investment in marketing & promotions equals or exceeds two-thirds of the total investment specified in Clause 30.

In order for media value to be acceptable as part of the qualifying investment:

(i) the Agent must be able to supply ATOC with invoices describing the marketing/promotions service purchased; and

(ii) the Agent will afford ATOC access to records to enable actual expenditure to be audited against the M&PP.

5.2.2 The following are examples which qualify as investment in marketing & promotions to satisfy the requirement specified in Clause 30:

- Television & Radio campaigns
- Outdoor poster sites (including on stations)
- Direct mail campaigns
- Newspaper/magazine advertisements
- Leaflets and brochures
- Advertising on Internet sites
- Joint ventures with third parties
- Sponsorship

SCHEDULE 10 - METHODS OF RETAILING

Part 1 - Methods of Retailing

For the purposes of Clause 11.1 of this Agreement, a Method of Retailing may consist of one or all of the following methods:

(1) Internet Site
(2) Telephone Sales Centre
(3) WAP
(4) IDTV
(5) Self Service Retailing

Part 2 - Authorised Methods of Retailing, Site details (URLs and Telephone Numbers) and National Location Codes

Authorised Methods of Retailing	Site details (URLs and Telephone Numbers)	National Location Codes

Part 3 - Accredited Methods of Retailing, Site details (URLs and Telephone Numbers) and National Location Codes

Accredited Methods of Retailing	Site details (URLs and Telephone Numbers)	National Location Codes

Part 4 - Site details (URLs and Telephone Numbers) and National Location Codes for Sites operating under other ATOC, TOC or other licenses or arrangements

SCHEDULE 11 – NATIONAL RAIL CONDITIONS OF TRAVEL

[See TSA Schedule 24]

SCHEDULE 12 - LICENCE FEES

The annual Licence Fee is non-discriminatory and reflects the cost to ATOC/RSP of activities to support the License. The components of the Licence Fees are described in Part 1 and Part 2 of this Schedule 12.

ATOC/RSP may add or remove Components or Component Groups of the Licence Fee which change as a direct result of a change in the rail industry and modify the Licence Fee accordingly, provided always that any such modifications are reasonable and are applied in a non-discriminatory way.

Licence Fees reflect the costs that ATOC and/or RSP incurs sourcing the services from its suppliers and providing support and may vary from time to time in accordance with charges incurred and support activities undertaken by ATOC and/or RSP and changes to ATOC services and/or RSP Services. For the avoidance of doubt such changes to Licence Fees shall be a Mandatory Variation.

The Licence Fee will be increased in accordance with RPI with effect from 1 April of each year of the term of the agreement.

Fees for RSP services will be notified to, and paid by the Agent, on the date shown in the table below, or as otherwise notified by RSP for subsequent years.

Part 1 – ATOC Components of the Licence Fee:

Support Provided as Components or Component Groups of the Licence Fee	Annual amount charged as part of the Licence Fee	Specific conditions relating to Components or Component Groups of the Licence Fee
• ATOC management and compliance activities	Mystery Shopping - £[ ] per annum. Contract Management - £[ ] per annum.	Will vary from time to time based upon costs of compliance and other management activities required (i.e. mystery shopping surveys) and the fees charged by third parties to

		undertake any necessary survey or other work. The ATOC components of the Licence Fee for 2005/06 are based upon [ ] telesales and [ ] internet mystery shops plus Site audits. Contract management is based upon [ ] plus overheads.

Where any modification would result in an increase to the Licence Fee that modification shall also be subject to the specific conditions contained in column three above.

Part 2 – RSP Components of the Licence Fee

RSP services are provided on a non-discriminatory basis. Fees reflect the costs that RSP incurs sourcing the services from its suppliers and may vary from time to time in accordance with charges incurred by RSP and changes to RSP Services. A list of possible RSP services has been shown below. This list may be added to or deleted from by agreement between the Agent and RSP.

Service	Fee #	Comments
Credit card manual voucher, queries and chargeback processing	£ p.a.	
Fares manuals	£ per volume	
Lennon management information	£ p.a.	The Agent will be granted access to information about sales at locations under its direct control. No access will be granted to other sales or any earnings information.
Rail Journey Information Service – core data service	£ p.a.	
Reservations service	£ p.a.	
Settlement Services	£ p.a.	

Ticket on departure settlement	£ per transaction	
Ticket refund processing and settlement	£ p.a.	
TIS accreditation service	Day rate available from RSP on request	
Warrant processing and settlement	£ per warrant processed	
RSP service management charge	£ p.a.	
RSP audit and compliance charge	£ p.a.	

For the avoidance of doubt the RSP Services do not include the provision of testing facilities.

SCHEDULE 13 - RSP DATA LICENCE

(A) RSP has rights to data relating to passenger train services in the UK. This data either is owned by RSP or has been acquired by RSP under licence from Network Rail, or from the Operators or other third parties.

(B) The Agent wishes to receive and use such data for the Permitted Use, which includes generally the purpose of encouraging or facilitating the use of passenger train services in the UK.

(C) This Schedule which shall be known as the RSP Data Licence sets out the terms and conditions on which the Agent may access and use the Licensed Data.

1 **Definitions**

1.1 In this Schedule the following expressions have the following meanings:

"**Contract for Computer Services**" means the agreement or agreements with Network Rail by which Network Rail permits the other party to that agreement or agreements to use Network Rail systems;

"Journey Planning Code of Practice" means the document of that name issued by RSP as amended from time to time;

"Licence" means the licence granted pursuant to paragraph 2.1 of this Schedule;

"Licensed Data" means the data to be provided to the Agent as more particularly described in Attachment 2and as amended from time to time by agreement between the parties;

"Network Rail" means Network Rail Limited (company number 4402220);

"Permitted Use" means the use of the Licensed Data for the purposes of the sale of Rail Products and the provisions of Train Service Information in accordance with this Agreement;

"Third Parties" means those third parties that, pursuant to the terms of a relevant agreement, have agreed to the sale by a Operator of that third party's goods or services and have authorised RSP or ATOC to provide information relating to such goods and services;

"Third Party Data" means certain data contained in the Licensed Data provided by Third

Parties to RSP other than Network Rail;

1.2 This Schedule may not be construed in any way that may prevent the Licensed Data being used in accordance with the Permitted Use.

2 **Licence**

2.1 RSP hereby grants to the Agent a non-exclusive, non-transferable licence to use the Licensed Data for the Permitted Use in accordance with and subject to:

2.1.1 the terms and conditions of this Schedule.

2.1.2 the Journey Planning Code of Practice.

3 **The Agent's obligations**

3.1 The Agent shall not:

3.1.1 charge or otherwise encumber the Licensed Data;

3.1.2 use the Licensed Data in any way except in accordance with paragraph 2 and the terms of this Schedule;

3.1.3 sub-license or assign in any way its rights or obligations under this Schedule or in the Licensed Data;

3.1.4 make any additions or deletions to the Licensed Data without the written authority of RSP;

3.1.5 use the Licensed Data to supply or otherwise make available any information derived from the Licensed Data which shows an inaccurate or preferential presentation or view as to the services offered between any of the Operators or any other mode of transport service which is presented or viewed in conjunction with the services offered by any of the Operators.

3.2 The Agent undertakes that to the extent that it is permitted to disclose the Licensed Data to any third party ("a Third Party") it will:

3.2.1 impose contractual obligations on such Third Party requiring that it does not present such Licensed Data in an inaccurate manner (but, for the avoidance of doubt, not precluding any changes in format or presentation); and

3.2.2 will use reasonable endeavours to enforce such contractual obligations against any such Third Party.

3.3 Where the Agent uses the Licensed Data it shall ensure that:

3.3.1 the Licensed Data is not altered in any way which would cause it to be inaccurate;

3.3.2 where any output data derived from the Licensed Data is placed into the public domain such output is accompanied where requested by RSP with a visible notice, including prominent display of the ATOC Accreditation Mark, as agreed with RSP to the effect that such data is derived and is made available under the terms of this Schedule;

3.3.3 it does not provide the Licensed Data, other than in the normal course of its business of the sale of Rail Products and provision of Train Service Information under this Agreement, to any third party recipient without the prior written consent of RSP. For the avoidance of doubt the 'normal course of business' does not include making available to or providing in any way the data feeds provided to it under this Schedule;

3.3.4 any third party recipient of the Licensed Data is made aware of any notices or disclaimers relating to the accuracy or the completeness of the Licensed Data together with any relevant limitation or exclusion of liability provisions that RSP in its sole discretion requires to be made available to any such third party recipient; and

3.3.5 it notifies RSP in writing of any defects, inaccuracies or other deficiencies in the Licensed Data within 48 hours after it becomes aware of such defects, inaccuracies or deficiencies.

3.4 The Agent shall collect and maintain adequate information, including but not limited to information on the Agent's accurate and impartial use of the Licensed Data and any other information relating to the use of the Licensed Data under this Agreement, as is sufficient to assist RSP in exercising its rights under Clause 19.

3.5 The Agent shall ensure that at the date of this Agreement the Agent's software, systems and methodology it uses to access the RSP Data are compatible with the RSP Services and provision thereof. In the event that changes to such software, systems or methodology by the Agent cause a materially adverse affect on the RSP Services or provision thereof then the Agent shall be solely responsible for any rectification, of such software, system or other methodology necessary to ensure compatibility.

4 Supply and Acceptance of Licensed Data

0 RSP may authorise third parties to provide the Licensed Data (or any part thereof) to the Agent on behalf of RSP.

5 Warranty

5.1 Subject to paragraph 5.4, RSP makes no representations or warranties in relation to the Licensed Data, including but not limited to:

5.1.1 the accuracy of the Licensed Data;

5.1.2 the satisfactory quality for purpose, merchantability or otherwise of the Licensed Data;

5.1.3 its suitability for the Permitted Use; and

5.1.4 for the avoidance of doubt, any other matter associated with the Licensed Data.

5.2 To the extent permitted by law, RSP expressly excludes any statutory term, which might, save for the operation of this Clause, otherwise have been implied into this Schedule, including but not limited to, the Sale of Goods Act 1979 (as amended by the Sale of Goods Act 1994) and the Supply of Goods and Services Act 1982.

5.3 The Agent warrants that it will implement reasonable technical and organisational measures to protect all Licensed Data received under this Schedule against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. [RSP agrees as at the date of this Agreement, the Agent's existing measures are adequate for the purposes of this Clause.]

5.4 RSP agrees that it will use reasonable endeavours to ensure the accuracy and completeness of the Licensed Data and that in the event of a problem it will seek to rectify such inaccuracy or incompleteness forthwith and, to the extent it is unable to do so, it will notify the Agent (on an impartial basis) of the problem, the Licensed Data which are affected and shall keep the Agent updated as to progress in rectifying the problem. RSP shall be liable for inaccuracy or incompleteness of the Licensed Data where such is due to the fraud, negligence or wilful default of RSP.

6 **Infringement of intellectual property rights**

6.1 The Agent shall promptly give notice in writing to RSP in the event that any claims are made or threatened against the Agent that the use of the Licensed Data for the Permitted Use infringes the rights of a third party.

6.2 RSP shall indemnify the Agent against all costs, damages and expenses, losses and liabilities (including professional costs and amounts paid in settlement) arising out of a matter falling within paragraph 6.1 save to the extent that such claim arises out of any default or negligent action of the Agent.

6.3 The Agent shall at the request and expense of RSP, provide all reasonable assistance to RSP in connection with any action to be taken by RSP pursuant to paragraph 6.2.

7 **Rights and Ownership of the Licensed Data**

0 The copyright and all other intellectual property rights of whatever nature in the Licensed Data

together with any media that it is supplied on will, to the extent permitted by law, and against the Agent, shall remain the exclusive property of RSP.

8 **Effects of Termination**

8.1 Upon the expiry or termination of this Schedule and save unless otherwise authorised, the provisions of Clause 32 shall apply

Attachment 1

Part A - Permitted Use

The Agent is authorised to use the Licensed Data solely for the following purposes:

The provision of Train Service Information and the retailing of Rail Products in accordance with this Agreement.

Part B - Sub-Contractors and sub-Sub-Contractors

Attachment 2

Licensed Data

The data necessary for the agent to provide Train Service Information and retail Rail Products in accordance with this Agreement including, but not limited to the rail timetable feed, Fares feed and the routing guide data as supplied via RJIS.

SCHEDULE 14

SELF-CERTIFICATION TEMPLATE – CLAUSE 19.4

To be provided by RSP as required.

1. Criteria and Standards

1.1 Each Agent shall comply with the Agent Control Objectives as part of the Agents' obligations under the terms of this Agreement.

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

(a) Governance and Risk Management Objective:

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

(i) Control Principles:

Management should implement a risk framework that ensures they are:

- Recognising and meeting their obligations under this Agreement;
- Governing through a control-based framework that identifies, monitors, manages and reports and reacts to strategic risk;
- Motivating staff to operate ethically and encouraging risk awareness

(b) Internal Control Environment Objective:

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

(i) Control Principles:

Management should operate effective internal controls by:

- Authorising, controlling and recording all changes to ticket issuing and RSP settlement related assets, systems and business processes
- Creating, to the extent applicable, RSP-settled products in accordance with this Agreement;
- Retailing Rail Products through Approved TIS in accordance with this Agreement and relevant RSP instructions;
- Capturing data, processing and supplying RSP with information in a complete, accurate, and secure manner in accordance with the Clearance and Settlement Procedure;
- Managing third parties, contractors and suppliers effectively;
- Ensuring adequate business continuity procedures are in place to help maintain operations at all times

(c) Monitoring and Compliance Objective:

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

(i) Control Principles:

Management should ensure and report compliance by:

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

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

2. Annual Letter of Assurance

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

(a) that the Agent has designed, implemented and operated its own controls, objectives, policies and procedures in respect of compliance with this Agreement and that the Agent has met each of the Agent Control Objectives;

(b) details of any material deficiencies by the Agent to the requirements of this Agreement or the Agent Control Objectives together with any mitigating action taken;

(c) details of any material deficiencies, risks or areas of concern that are outside the control of the Agent (for example RSP or their service providers) which the Agent, having already factored them into the Agent's own consideration of materiality and risk, determine should be factored into RSP's own risk management model.

2.2 In addition the Agent is required annually to produce a statement outlining how the directors have achieved compliance with this Agreement and the Agent Control Objectives. This statement (to be known as the "Directors' Control Statement") will be provided to RSP before the end of the calendar year.

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

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

(a) reviewing the Annual Letter of Assurance, Directors' Control Statement and the Agent Audit Procedures;

(b) determining and, if necessary, agreeing with the Agent that additional work may be necessary to their Agent Audit Procedures if, in the reasonable opinion of RSP, they are not considered to provide adequate assurance that the Agent does comply with the Licence and the Agreement and the Agent Control Objectives.

2.5 If pursuant to paragraph 2.4 above RSP determines that neither the Directors' Control Statement nor the Agent Audit Procedures provide adequate assurance then RSP shall reserve the right to carry out an audit of the Agent in order to provide the Ticketing and Settlement Scheme Council and the

directors of the RSP with adequate assurance that the Agent does comply with this Agreement and the Agent Control Objectives.

3. Management Audit

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

(a) the Agent has in place and is complying with its own controls, objectives, policies and procedures that meet the requirements of this Agreement and the Agent Control Objectives;

(b) the Agent has reported to RSP in a timely manner any material deficiencies by the Agent of its obligations under this Agreement, and the Agent Control Objectives together with any mitigating action taken.

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

3.3 RSP shall permit an Agent who is the subject of an audit or visit connected with the Management Audit to verify the identity of the auditor through a central register of authorised personnel.

3.4 Upon completion of the Management Audit RSP shall forward to the Finance Director (or other similar authorised representative) of the Agent in draft form a copy of the Management Audit report.

3.5 RSP shall provide an opportunity for the Agent to attend a review meeting at the end of each audit or visit connected with the Management Audit and to review a copy of the draft Management Audit report.

3.6 RSP shall issue the final Management Audit report to the Agent addressed to the Finance Director (or other similar authorised representative).

3.7 The final Management Audit report will be presented at the next available meeting of the relevant RSP Board Audit Sub-Committee. If so determined the final Management Audit report, or extracts, will be presented to the RSP Board Audit Committee.

3.8 RSP shall follow-up and initiate an escalation process, within a reasonable and agreed time, to ensure that any key issues flowing from an audit or visit connected with the Management Audit are reported and appropriate action taken.

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

By [ ] for and on behalf of)
RAIL SETTLEMENT PLAN)
LIMITED)

By [ ] for and on behalf of)
the OPERATORS, acting through)
ATOC LIMITED)

By:

[ ]

The AGENT

SCHEDULE 28

ESTIMATED NUMBER OF JOURNEYS MADE WITH A SEASON TICKET FARE

1. **Season Ticket Fares** which are valid for six months or less

The **Purchaser** of a **Season Ticket Fare** with an original validity of six months or less is estimated to make 45 journeys in each **Settlement Period.**

2. **Season Ticket Fares** which are valid for more than six months

The **Purchaser** of a **Season Ticket Fare** with an original validity of more than six months is estimated to make the following number of journeys in the following **Settlement Periods**.

Settlement Period	**Number of journeys**
1	34
2	40
3	32
4	36
5	30
6	26
7	38
8	42
9	42
10	34
11	42
12	42
13	42

3. **Season Ticket Fares** which start part-way through a **Settlement Period**

Where the validity of a **Season Ticket Fare** starts or ends otherwise than on the first or last day respectively of a **Settlement Period**, the number of journeys that the **Purchaser** of that **Season Ticket Fare** is estimated to make is calculated pro rata to the number of days during that **Settlement Period** in which the **Season Ticket Fare** is valid, but otherwise in accordance with paragraph 1 or, as the case may be, paragraph 2 above.

SCHEDULE 29
COMMENCEMENT NOTICE

ATOC INCOME ALLOCATION DISPUTE PROCESS COMMENCEMENT NOTICE

To:	All Train Companies with a Percentage Allocation for the Product(s) relating to this Notice.

Contact:	**Company:**

Cc:	The Disputes Secretary

From:	The Claimant
Contact:	
Company:	
Tel. No:	
Fax No:	
e-mail:	
Date:	

Train Company Authorisation:
This Section should be completed by an Authorised Signatory recognised by the Disputes Secretary. This is a formal document which will be used as evidence.

By signing this Commencement Notice, I agree on behalf of my Train Company to abide by the Income Allocation Dispute process and acknowledge that I am bound by the Income Allocation Dispute Rules (Version 1 – 7/6/00.) I will accept any Award made by an Assessor without challenge save as worded in the said Rules and acknowledge RSP's authority to implement an Award.

Name:

Signature:

Date:

Details of the Income Allocation Dispute Rules and the Authorised Signatories are available from the Disputes Secretary.

This Commencement Notice serves to notify you that I intend to make an income allocation Claim within the next fifteen Business Days relating to a Product or Products for which your Train Company receives a Percentage Allocation. The table below indicates which Train Companies I am proposing to make the Claim against and which of the Train Companies receiving a Percentage Allocation for the Product(s) in question that I am not proposing to make a Claim against.

Train Company	Claiming Against	Not Claiming Against
Anglia Railways Train Services Ltd	☐	☐
Cardiff Railway Company Ltd	☐	☐
Central Trains Ltd	☐	☐
Connex South Central Ltd	☐	☐
Connex South Eastern Ltd	☐	☐
Cross Country Trains Ltd	☐	☐
c2c Ltd	☐	☐
Gatwick Express Ltd	☐	☐
Great North Eastern Railway Ltd	☐	☐
Great Eastern Railway Ltd	☐	☐
Great Western Trains Company Ltd	☐	☐
Island Line Ltd	☐	☐
Merseyrail Electrics Ltd	☐	☐
Midland Main Line Ltd	☐	☐
North Western Trains Company Ltd	☐	☐
Northern Spirit Limited	☐	☐
ScotRail Railways Ltd	☐	☐
Silverlink Trains Ltd	☐	☐
South West Trains Ltd	☐	☐
Thames Trains Ltd	☐	☐
Thameslink Rail Ltd	☐	☐
The Chiltern Railway Company Ltd	☐	☐
Wales and West Passenger Trains Ltd	☐	☐
West Coast Trains Ltd	☐	☐
West Anglia Great Northern Railway Ltd	☐	☐

I intend to issue a Claim Form ☐ / Methodology Proposal ☐ within the next fifteen Business Days to each Train Company that I am proposing to make a Claim against. If I am not proposing to make a Claim against your Train Company, you will not receive any further correspondence relating to this Claim unless you sign and return the attached declaration within five Business Days of the date of this Notice indicating that your Train Company wishes to be involved in the Claim.

Outline of the Claim to be made:

1. Reason for Income Allocation Claim:

Introduction of a new Product	☐	Error in TSDB	☐
ORCATS base data error	☐	Other ORCATS error	☐

Other:

2. Summary of the basis for the Claim to be made and an outline of the solution to be proposed:

3. Product Listing:

The Claim relates to:

(a) All Products offered for the Flow(s) listed in Section 4 below ☐.

(b) The Product(s) listed below ☐ / on the attached spreadsheet named below ☐.

4. Flow(s) relating to the Claim:

I have included this information on a separate spreadsheet (named below) ☐.

Filename:

Origin NLC	Origin	Dest. NLC	Destination	Route Code	Route

REQUEST FOR INVOLVEMENT IN A CLAIM:
(To be completed by an Authorised Signatory.)

Commencement Notice Date:

I declare an interest in the Claim you intend to make relating to the Commencement Notice indicated above. By signing this request to become involved in the Claim, I accept responsibility for any additional costs incurred as a result of my involvement (including Survey costs, if a Survey is to be undertaken to determine the outcome of the Claim.) I agree to abide by the Income Allocation Dispute process and acknowledge that I am bound by the Income Allocation Dispute Rules. I will accept any Award made by an Assessor without challenge save as provided for in the said Rules and acknowledge RSP's authority to implement an Award.

To: The Claimant

Cc: The Disputes Secretary

From:

Company:

Signature:

Date:

NOTES FOR CLAIMANT:

- You are responsible for ensuring that all Train Companies receiving a Percentage Allocation for the Product(s) relating to your Claim receive a copy of this Notice.
- If your Claim is successful it may be backdated to the issue date of this Commencement Notice. Back payments will not be made for periods prior to this Notice.
- If you do not issue a Claim Form or Methodology Proposal within fifteen Business Days of the date of this Commencement Notice, your Claim will lapse.

NOTES FOR RECIPIENTS:

- You have received this Notice because your Train Company receives a Percentage Allocation for the Product(s) against which a Claim is to be made.
- If the Claimant has indicated that a Methodology Proposal will follow within fifteen Business Days, the Claimant considers that a Survey is necessary to resolve this Claim.
- If this Commencement Notice indicates that the Claimant proposes to make a Claim against your Train Company you do not need to take any further action until you receive a Claim Form or Methodology Proposal.
- If your Train Company is not being claimed against, you may either:
  1) return the Declaration below within five Business Days of the date of this Notice indicating that you wish to become involved in the ensuing Claim. The Claimant will either send you the relevant Form within the next fifteen Business Days or amend his Claim Form to include your proposals. You will be responsible for any additional costs resulting from your involvement in the Claim, OR
  2) take no further action. You will not be sent any further correspondence relating to this Claim.
- The Disputes Secretary will issue a Claim Reference Notification within ten Business Days of this Notice.

SCHEDULE 30

FORM OF AGREEMENT OF PERCENTAGE ALLOCATIONS

THIS AGREEMENT is made on [DATE] + BETWEEN:-

[NAMES OF EACH OF THE OPERATORS] + (the "Agreeing Operators")

Pursuant to Clause 11-21 of the Ticketing and Settlement Agreement dated 23 July 1995 between Rail Settlement Plan Limited and the Operators named in it (the "TSA"), the Agreeing Operators agree the following Percentage Allocations in respect of [Fares, Excess Fares, Reservations and Upgrades]* that are **Sold** in respect of the following Flows:-

Flows

[Fares]*

[Excess Fares]*

[Reservations]*

[Upgrades]*

Terms defined in the TSA have the same meaning in this Agreement.

Signed by)
[NAMES OF EACH OF)
THE OPERATORS])

(+ Complete as appropriate
* Delete as appropriate)

SCHEDULE 31

FORM OF NOTICE TO THE RSP ABOUT RSP-SETTLED REFUNDS

If you require a copy of this Schedule, please contact RSP in the first instance.
(Int. 00 43052 / External 020 7904 3052)

SCHEDULE 32

NOTICE OF SUBMISSION OF INTER-USER PAYMENTS FOR CLEARING

[On the letterhead of the **Operator** submitting the **Inter-User Payment(s)** for Clearing]

Rail Settlement Plan Limited
Atos
Atos Building
Beeston Business Park
Technology Drive
Beeston
Nottinghamshire
NG9 1LA

Attention: [ ]+
[Date]+

Dear Sirs

NOTICE OF SUBMISSION OF INTER-USER PAYMENT(S) FOR CLEARING

Pursuant to Clause 12-15 of the Ticketing and Settlement Agreement dated 23 July 1995 between Rail Settlement Plan Limited and the Operators named in it (the "Agreement"), we hereby elect to have the following Inter-User Payments cleared through the RSP:-

[DETAILS OF **INTER-USER PAYMENT(S)**]

Payee: [ ]+

Terms defined in the Agreement have the same meaning in this letter.

Yours faithfully

on behalf of
Rail Settlement Plan Limited

[NAME OF **OPERATOR** SUBMITTING **INTER-USER PAYMENT(S)** FOR CLEARING]+

(+ Complete as appropriate)

SCHEDULE 33

FORM OF NOTICE OF REFUSAL TO ACCEPT AN RSP-SETTLED PRODUCT/INTER-USER PAYMENT FOR CLEARING

[On the letterhead of the **RSP**]

TO: [NAME AND ADDRESS OF
(1) THE **OPERATOR**
(2) THE **ATOC TRAVEL AGENT**
(3) THE **ITX TRAVEL AGENT**
(4) **ATOC SELF-TICKETING LICENSEE**
or (5) THE **APPROVED THIRD PARTY**
WHICH PROVIDED THE INFORMATION]+
[Date]+

Dear Sirs

NOTICE OF REFUSAL TO ACCEPT RSP-SETTLED PRODUCT(S)/INTER-USER PAYMENT(S)* FOR CLEARING

Pursuant to Clause 12-11(2)/12-16(2)* of the Ticketing and Settlement Agreement dated 23 July 1995 between Rail Settlement Plan Limited and the Operators named in it (the "Agreement"), we hereby notify you of our refusal to accept for clearing the following RSP-settled Product(s)/Inter-User payment(s)*:-

[IDENTIFYING DETAILS TO BE INCLUDED]+

This is due to the information:-

- being incomplete*
- being provided in a different format from that specified by the RSP*

- being provided in accordance with a different procedure from that specified by the RSP*

Terms defined in the Agreement have the same meaning in this letter.

Yours faithfully

on behalf of
Rail Settlement Plan Limited

(+ Complete as appropriate
* Delete as appropriate)

SCHEDULE 34

PART I: SETTLEMENT PERIODS, SETTLEMENT DATES AND INTERIM PAYMENT DATES FOR THE PERIOD FROM 23 JULY 1995 TO 31 MARCH 1996

Period	Last day of period	Advice Date	Settlement Date	Interim Payment Dates 1	2.	3.
5	19 Aug 1995	31 Aug 1995	07 Sep 1995	28 Jul 1995	04 Aug 1995	18 Aug 1995
6	16 Sep 1995	28 Sep 1995	05 Oct 1995	25 Aug 1995	01 Sep 1995	15 Sep 1995
7	14 Oct 1995	25 Oct 1995	02 Nov 1995	22 Sep 1995	29 Sep 1995	13 Oct 1995
8	11 Nov 1995	23 Nov 1995	30 Nov 1995	20 Oct 1995	27 Oct 1995	10 Nov 1995
9	09 Dec 1995	21 Dec 1995	28 Dec 1995	17 Nov 1995	24 Nov 1995	08 Dec 1995
10	06 Jan 1996	18 Jan 1996	25 Jan 1996	15 Dec 1995	22 Dec 1995	05 Jan 1996
11	03 Feb 1996	15 Feb 1996	22 Feb 1996	12 Jan 1996	19 Jan 1996	02 Feb 1996
12	02 Mar 1996	14 Mar 1996	21 Mar 1996	09 Feb 1996	16 Feb 1996	01 Mar 1996
13	31 Mar 1996	11 Apr 1996	18 Apr 1996	08 Mar 1996	15 Mar 1996	29 Mar 1996

PART II: FORM OF NOTICE OF SETTLEMENT PERIODS, SETTLEMENT DATES AND INTERIM PAYMENT DATES

[On the letterhead of the RSP]

[ADDRESS OF
OPERATOR]

[Date]

Dear Sirs

NOTICE OF FUTURE SETTLEMENT PERIODS, SETTLEMENT DATES AND INTERIM PAYMENT DATES

The Settlement Periods, Advice Dates, Settlement Dates and Interim Payment Dates for the financial year of the RSP commencing on 1 April [ ] and will be as follows:-

Last day of Period	Advice of period	Settlement Date	Interim Date	Payment Date

Yours faithfully

on behalf of
Rail Settlement Plan Limited

(+ complete as appropriate)

SCHEDULE 35

PART I: PERSONS WITH WHOM MONEY MAY BE DEPOSITED BY THE RSP

Any surplus funds of the **RSP** may be deposited with:-

(a) a public or local authority; or

(b) any of the institutions authorised from time to time by the Bank of England under the Banking Act 1987.

PART II: THE RSP'S PERMITTED INVESTMENTS

The **RSP** may invest in any debt security which is:-

(1) sterling denominated;

(2) traded on or under the rules of a recognised investment exchange (as defined in the Financial Services Act 1986); and

(3) either:-

(a) rated by Moody's Investors Service at Baa 3 or higher, or if by Standard & Poor's Co-operation at BBB or higher, there has been no announcement that the rating will be down-graded below this level, and the **RSP** has no reasonable cause to believe that another rating agency has rated the debt security below this level; or

(b) where paragraph (a) above does not apply:-

(i) issued or guaranteed by the UK Government;

(ii) issued or guaranteed by a bank which is supervised by the Bank of England and has capital and reserves (including subordinated loans which are not repayable within five years) of not less than £100,000,000 or the equivalent as shown by its latest published audited consolidated accounts (or, in the absence of consolidated accounts, unconsolidated accounts); or

(iii) issued or guaranteed by a local authority or building society in the United Kingdom.

SCHEDULE 36

INITIAL VOTES

PART I: INITIAL VOTES ON THE TICKETING AND SETTLEMENT SCHEME COUNCIL

Operator	Votes %	Cumulative %	Band	
South West Trains Railways Ltd.		10.47	10.47	A
InterCity West Coast Ltd.		10.18	20.65	A
InterCity East Coast Ltd.		9.91	30.56	A
The South Eastern Train Co. Ltd		9.40	39.96	A
Network SouthCentral Ltd.		7.28	47.24	B
Great Western Trains Co. Ltd.		7.14	54.38	B
Cross Country Trains Ltd.		5.13	59.51	B
Great Eastern Railway Ltd		4.95	64.46	B
West Anglia Great Northern Railways Ltd.		4.73	69.19	B
Scotrail Railways Ltd.	4.14	73.33	B	
Central Trains Ltd.	2.84	76.17	B	
Thameslink Rail Ltd.	2.81	78.98	B	
Regional Railways North East Ltd.		2.76	81.74	B
Midland Main Line Ltd.	2.66	84.40	B	
LTS Rail Ltd.	2.45	86.85	C	
North London Railways Ltd.		2.38	89.23	C
North West Regional Railways Ltd.		2.15	91.38	C
Thames Trains Ltd.	1.82	93.20	C	
Anglia Railways (UK) Ltd.		1.78	94.98	C
South Wales & West Railway Ltd.		1.76	96.74	C
Gatwick Express Railway Co. Ltd.		1.25	97.99	C
Merseyrail Electrics Ltd.		1.00	98.99	C
Chiltern Railways Co. Ltd.		0.67	99.66	C
Cardiff Railway Co. Ltd.		0.30	99.96	C
Island Line Ltd.	0.04	100.00	C	
TOTAL	100.00			

PART II: INITIAL VOTES ON THE TRAVEL TRADE SCHEME COUNCIL

Operator	Votes %	Cumulative %	Band
East Coast	30.69	30.69	A
West Coast	27.46	58.15	A
Great Western	10.96	69.11	A
Cross Country	7.52	76.63	A
Midland Main Line	4.98	81.61	A
South West Trains	3.31	84.92	B
Anglia 1.80	86.72	B	
ScotRail	1.67	88.39	B
North East	1.59	89.98	B
South Eastern	1.43	91.41	B
South Central	1.37	92.78	B
South Wales & West	1.28	94.06	B
Central 1.23	95.29	B	
WA & GN	0.87	96.16	C
Gatwick Express	0.74	96.90	C
North West	0.66	97.56	C
ThamesLink	0.55	98.11	C
Thames 0.55	98.66	C	
North London Railways	0.49	99.15	C
Great Eastern	0.47	99.62	C
Chiltern	0.18	99.80	C
LTS Rail	0.15	99.95	C
Mersey Rail Electrics	0.03	99.98	C
Cardiff Valleys	0.01	99.99	C
Island Line	0.01	100.00	C
TOTAL	100.00		

SCHEDULE 37

THIRD PARTIES WITH APPROVED ARRANGEMENTS TO ACCEPT WARRANTS

Hertz (UK) Ltd
Caledonian MacBrayne Ltd
Red Funnel Steamers Ltd
Isle of Man Steam Packet Co Ltd
P&O Scottish Ferries Ltd
Transport Trading Ltd
Iarnrod Eireann - Irish Rail
Northern Ireland Railways Co Ltd
Stena Sealink Ltd
Wightlink Ltd
Gleneagles Hotels PLC
British Airways PLC
Passenger Services Ltd

SCHEDULE 38

MONITORING ARRANGEMENTS

2. Criteria and Standards

1.1 **The Ticketing and Settlement Scheme Council** shall, in order to establish a monitoring and compliance regime, create, maintain and publish a set of control objectives relating to the ticketing and revenue collection of **RSP-settled Products** (the "**Operator Control Objectives**"). Each **Operator** shall comply with the **Operator Control Objectives** as part of the **Operator's** obligations under the Ticketing and Settlement Agreement ("the Agreement").

1.2 BLANK

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

1.4 The **RSP** shall publish a document named 'Operator Control Objectives: RSP Guide to Compliance' (the "**RSP Compliance Guide**") which shall provide a set of standards for the **Operator Control Objectives**. The standards within the **RSP Compliance Guide** are not mandatory and only intended to provide overall guidance. **RSP** shall periodically revise the RSP Compliance Guide to ensure it is kept up to date.

2. RSP Governance & Risk Management

2.1 The directors of **RSP** oversee the governance and risk management of all **RSP** activities on behalf of the **Ticketing and Settlement Scheme Council**.

2.2 The directors of **RSP** have approved an RSP Governance & Risk Management Policy ("**Risk Management Policy**"), based on current best practice risk management principles.

2.3 The **Risk Management Policy** has introduced an enhanced corporate governance structure designed to proactively manage risk as an embedded activity within the **RSP**.

2.4 Key elements of the **Risk Management Policy** include the following:

(a) A permanent Audit & Risk Management Committee of the directors of the **RSP** ("**Audit Committee**");

(b) The establishment of the following three Audit & Risk Sub Committees ("**Audit Sub Committee**"), operating under Terms of Reference agreed by the **Audit Committee**:

(i) Settlement Audit Sub-Committee;

(ii) Products & Distribution Audit Sub-Committee;

(iii) Retail Audit Sub-Committee;

(c) A set of RSP Control Objectives aligned to the **Operator Control Objectives**;

(d) An **RSP** Risk Register owned by the directors of the **RSP** and regularly updated to include all material risks to ticketing and settlement;

(e) An **RSP** Integrated Audit Strategy ("**RSP Audit Strategy**").

3. **RSP Audit Strategy**

3.1 The **RSP Audit Strategy** has been designed to recognise the inter-dependency between the **RSP** and the **Operators**.

3.2 A key part of the **RSP Audit Strategy** is the production of an annual Internal Audit Plan. The Internal Audit Plan will be principally derived from the **RSP** Risk Register and will look at all areas of significant risk to the proper operation of settlement. The Internal Audit Plan will be approved by the **Audit Committee**.

3.3 The Risk Register will be reviewed on a rolling basis on the basis of changes to scheme operations, service provider process, audit findings, perceived risk and/or material breach of settlement. If following the rolling review of the Risk Register it is decided that the risks have changed, then amendments can be made to the Internal Audit Plan by the head of **RSP** Audit & Compliance. Changes could include either the deletion of reviews or the addition of specific or theme audits.

3.4 The Internal Audit Plan may cover detailed areas such as **Operator** policies, processes and procedures, agents and third parties. Changes to the Internal Audit Plan will be ratified by the **Audit Committee** at the next available meeting.

3.5 **RSP's** external auditors and the **Audit Committee** will regularly review the Internal Audit Plan to:

(a) verify that it is correctly addressing key risks to settlement;

(b) ensure that audit resource both within **RSP** and the external auditors do not duplicate or overlap in the scope and coverage of their work, and

(c) that progress against plan is satisfactory and agree any remedial measures where appropriate.

3.6 Additionally **RSP's** external auditors will support **RSP** Audit & Compliance in managing the annual compliance process and provide the directors of the **RSP** and **Approved Third Parties** with assurance that it has operated satisfactorily.

4. Annual Letter of Assurance

4.1 Each **Operator** shall provide **RSP** with an annual letter of assurance, signed on behalf of the **Operator's** Board of Directors (the "**Annual Letter of Assurance**"). The **Annual Letter of Assurance** shall include the following:

(a) that the **Operator** has designed, implemented and operated its own controls, objectives, policies and procedures in respect of compliance with the Agreement and that the **Operator** has met each of the **Operator Control Objectives**;

(b) details of any material deficiencies by the **Operator** to the requirements of the Agreement, resolutions of the **Ticketing and Settlement Scheme Council** or the **Operator Control Objectives** together with any mitigating action taken;

(c) details of any material deficiencies, risks or areas of concern that are outside the control of the **Operator** (for example **RSP** or their service providers) which the **Operator**, having already factored them into the **Operator's** own consideration of materiality and risk, determine should be factored into **RSP's** own risk management model,

(d) a statement that the **Operator** has parallel and compatible processes for verifying the compliance of third parties who have been issued with retail agreements by the **Operator**, and

(e) such other confirmations and information that the RSP requests from time to time, subject to approval of the Audit Committee.

4.2 In addition the **Operator** is required annually to produce a statement outlining how the directors have achieved compliance with the Agreement and the **Operator Control Objectives**. This statement (to be known as the **"Directors' Control Statement"**) will be attached to the **Annual Letter of Assurance** as an appendix.

4.3 Each **Operator** shall provide the **RSP**, within the appendix referred to in 4.2, a set of audit procedures (to be known as the "**Operator TSA Audit Procedures**") by which it intends to provide objective verification of the assurances provided in both the **Directors' Control Statement** and the **Annual Letter of Assurance**.

4.4 As part of the **RSP Audit Strategy, RSP** shall every year review each **Operator's** performance under the Agreement and associated risk against the **Operator Control Objectives** by:

(a) reviewing the **Annual Letter of Assurance**, **Directors' Control Statement** and the **Operator TSA Audit Procedures**;

(b) determining and, if necessary, agreeing with the **Operator** that additional work may be necessary to their **Operator TSA Audit Procedures** as in the opinion of **RSP** they are not considered to provide adequate assurance that the **Operator** does comply with the Agreement and the **Operator Control Objectives**.

4.5 If pursuant to Section 4.4 above **RSP** determines that neither the **Directors' Control Statement** nor the **Operator TSA Audit Procedures** provide adequate assurance then **RSP** shall reserve the right to carry out an audit of the **Operator** in order to provide the **Ticketing and Settlement Scheme Council** and the directors of the **RSP** with adequate assurance that the **Operator** does comply with the Agreement and the **Operator Control Objectives**.

5. RSP Operator Management Audits

5.1 If an audit is required according to either Section 3.3 or 4.5 **RSP** shall carry out an audit of the **Operator's** management systems against the **Operator Control Objectives** (the "**Operator Management Audit**"). The **Operator Management Audit** shall report whether or not:

(a) the **Operator** has in place and is complying with its own controls, objectives, policies and procedures that meet the requirements of the Agreement and the **Operator Control Objectives**;

(b) the **Operator** has reported to **RSP** in a timely manner any material deficiencies by the **Operator** of its obligations under the Agreement, or any resolutions of the **Ticketing and Settlement Scheme Council** and the **Operator Control Objectives** together with any mitigating action taken.

5.2 **RSP** shall, within a reasonable and agreed time, notify each **Operator** prior to the commencement of any audit or visit connected with the **Operator Management Audit**, save in the event that any fraud or other malpractice is suspected.

5.3 **RSP** shall permit an **Operator** who is the subject of an audit or visit connected with the **Operator Management Audit** to verify the identity of the auditor through a central register of authorised personnel.

5.4 Upon completion of an audit by **RSP** under Section 4.8 **RSP** shall forward to the Finance Director (or other similar authorised representative) of the **Operator** in draft form copy of the **Operator Management Audit** report.

5.5 **RSP** shall provide an opportunity for each **Operator** to attend a review meeting at the end of each audit or visit connected with the **Operator Management Audit** and to review a copy of the draft **Operator Management Audit** report.

5.6 **RSP** shall issue the final **Operator Management Audit** report to each **Operator** addressed to the Finance Director and copied to the Internal Control Manager (or other similar authorised representative) and other relevant employees of the **Operator**.

5.7 The final **Operator Management Audit** report will be presented at the next available meeting of the relevant **Audit Sub-Committee**. If so determined the final **Operator Management Audit** report, or extracts, will be presented to the **Audit Committee**.

5.8 **RSP** shall follow-up and initiate an escalation process, within a reasonable and agreed time, to ensure that any key issues flowing from an audit or visit connected with the **Operator Management Audit** are reported and appropriate action taken.

SCHEDULE 39

DISCOUNT CARD AGREEMENTS

Disabled Persons' Railcard Scheme

Young Persons' Railcard Scheme

Senior Railcard Scheme

Family Railcard Scheme

HM Forces Railcard Scheme

International Products Scheme

Network Card Scheme

SCHEDULE 40

FORM OF APPLICATION FOR AN **OPERATOR** TO APPLY TO RESTRICT THE RIGHT TO A **REFUND**

[On the letterhead of the **Operator** making the request]

To: Fares & Passenger Benefits
Department for Transport
3rd Floor (Zone 33)
Great Minster House
76 Marsham Street
London SW1P 4DR

Dear Sirs

REQUEST TO RESTRICT THE RIGHT TO A **REFUND**

Pursuant to Clauses 4-7(2), 4-11(3)(c), or 4-48(3) and 8-13 of the **Ticketing and Settlement Agreement** dated 23 July 1995 between Rail Settlement Plan Limited and the **Operators** named in it (the "Agreement"), we wish to apply to restrict the right of a **Purchaser** to a **Refund**.

Details of **Fare**

_____

_____

Details of restriction

_____

_____

Purpose of restriction

_____

_____

on behalf of
[NAME OF **OPERATOR**]

To: **Operator**

cc: **RSP**

The **Authority** approves the above application, subject to the following conditions:

_____

_____

Signed:_____ Dated: _____

SCHEDULE 41

ANALYSIS AND **IMPROVEMENT PLAN** - TERMS OF REFERENCE

1. The primary purpose of the **Plan** will be to analyse the circumstances which led to the results recorded in the **Annual Survey** to determine the extent to which the **Operator** was responsible, with the objective of improving the quality of their retailing. For example, were they due primarily to the nature of the **Operator's Stations**, and passenger flows or more to the **Operator's** staff organisation and facilities?

2. If the **Operator** was responsible for the results recorded in the **Annual Survey**, the **Plan** must include:

- Measures to improve retail performance to meet or exceed the **Threshold**.

- Timescales for achieving these improvements including any intermediate milestones considered appropriate (together these form the **Improvement Milestones**) with the general aim of meeting at least the current **Threshold** by the timescale agreed in the **Plan**.

- Arrangements for a follow up survey (which might be an **Annual Survey**) using the same methodology and an adequate sample within 6 months of the **Plan** being agreed.

Further details on the production of the **Plan** will be contained in the **PMMD**.

3. A statement of the **Operator's** own view (the **Target**) of the performance standards it would wish to achieve based on customer satisfaction data, other relevant information and its obligation to sell accurately and impartially in accordance with this **Agreement**.

SCHEDULE 42

RETAIL GROUP TERMS OF REFERENCE

To review the **Plan** proposed by the **Operator**. **Retail Group** will need to ensure the following in relation to the **Plan**:

- it demonstrates an understanding of the reasons for failure;
- it targets the appropriate remedies;
- timescales are achievable, and
- an effective review and monitoring process has been included.

SCHEDULE 43

CRITERIA FOR APPLICATION OF RESERVE POWERS

The following **Criteria** should be taken into account by the **Ticketing and Settlement Scheme Council** when determining the form and severity of sanctions to be applied to **Operators** in order to meet an **Improvement Milestone**.

1. General **Criteria**

1.1 How far the **Operator's** score is below the **Threshold**.

1.2 How far the **Operator's** score is below the **Target** set out in the **Plan**.

1.3 Progress made since the **Annual Survey** triggering the initiation of **Improvement Action**.

1.4 Evidence available of anticipated further improvement and the date by which the **Target** is expected to be met.

1.5 The degree to which there has been a significant failure by the **Operator** to observe the required ticket office opening hours in accordance with Schedule 17 as measured by **Annual Survey** (or any supplemental survey conducted pursuant to the **Plan**).

1.6 The extent to which failure was due to circumstances outside the control of the **Operator**.

2. Specific **Criteria**

2.1 Withholding of commission to be specifically considered where:

- evidence exists of partial **Selling** by an **Operator**.

- an **Operator** wilfully and persistently fails/refuses to carry out **Improvement Action**.

- an **Operator** refuses to **Sell** any products which it is obliged to **Sell** under its Schedule 17 obligations except where it was due to circumstances outside its control.

2.2 The imposition of **Improvement Action** to be specifically considered where:

- there is evidence of inaccuracy for which investment in improved training/equipment is likely to be an effective remedy.

- further investigative work is needed to understand the causes of inaccuracy.

- an **Operator** refuses to **Sell** any products which it is obliged to **Sell** under its Schedule 17 obligations and instead refers customers to another **Station** or sales outlet.

3. Application

The application of the **Reserve Powers** will be determined by the **Ticketing and Settlement Scheme Council** (or its delegate) based on consideration of the general and specific **Criteria** taking into account the need to demonstrate transparency, fairness, proportionality, efficacy and consistency.

ACCURACY & IMPARTIALITY OF **STATION** RETAILING

PERFORMANCE MONITORING METHODOLOGY DOCUMENT (**PMMD**)

1. Objective of the **PMMD**

The objective of the **PMMD** is to ensure that there is a clear, unambiguous process for measured analysis of the quality of **Station** retailing and a structure for enforceable **Improvement Action** where necessary.

2. The Monitoring Regime

The measurement of the quality of **Station** retailing performance will be through an annual programme of Mystery Shopper research (**Annual Survey**) which will employ a sample size sufficient to give overall definitive answers by both individual **Operators** and by Scenario. In detail:-

2.1 the **Stations** to be sampled, the **Flows** to be tested and the **Stations** to be visited will, firstly, be identified from the previous 13, 4-weekly accounting periods transactions data held in **CAPRI / Lennon**.

2.2 the Scenarios to be tested are:

- turn up and go, same day;
- turn up and go, return in seven days;
- 1st class turn up and go, return same day;
- advance purchase two weeks before outward journey, return seven days after outward journey;
- remote purchase at one **Station** for a journey from another **Station** the following day;
- seven day season ticket;
- one month season ticket;
- Return journey, Sunday to be either outward or return journey day;
- Senior railcard purchase for a journey in four days time, return seven days later;
- Family railcard purchase for an outward journey on the next Saturday,

return seven days later;

- Network card purchase, turn up and go, return same day;
- Young Persons railcard purchase, turn up and go, return same day;
- Wheelchair-bound passenger travelling out in five days time returning same day or seven days later according to journey length.

2.3 The sample size by Scenario will reflect each **Operators** share of tickets issued for each Scenario identified using **CAPRI / Lennon** national passenger travel survey data. 5% of the sample will be reserved for the Wheelchair Scenario.

2.4 Fieldwork will be undertaken in accordance with Market Research Society (MRS) guidelines and under the direction of a member of the MRS.

2.5 The **RJIS** fares database for the day of the **Station** visit, or the nearest equivalent, will be used to validate answers as being correct or incorrect.

3. Presentation of Results

3.1 The survey analysis methodology will be structured to enable the findings to be presented by:-

- **Operator**
- Scenario
- Reason for Failure

3.2 A league table will be produced of the overall results by individual **Operators**.

4. Establishing the need for **Improvement Action**

To avoid being required to take **Improvement Action** an **Operator** must achieve a score which is at least equal to the **Threshold**.

The **Threshold** will be 96.5%.

5. **Operators** whose result is below the **Threshold**

Operators which fail to achieve a score equal to the **Threshold** will be required to:-

- Undertake a detailed analysis of their results to establish the cause(s) for their failure and, from that analysis develop an **Improvement Plan**, which addresses the needs and which has achievement milestones leading to bettering the **Threshold** in the following year.

(In the event of a serious failure which it can be demonstrated cannot be rectified in full before the next **Annual Survey**, the **Retail Group** may accept an **Improvement Plan** which will not achieve the **Threshold** until after the next **Annual Survey**.)

- Report on the achievement (or lack of) of the achievement milestones contained in the agreed **Improvement Plan**.

6. **Reserve Powers**

The **Ticketing and Settlement Scheme Council** may delegate its **Reserve Powers** to the **Retail Group**.

SCHEDULE 44

PART 1: ATOC STANDARD FOR THE OPERATION OF INTERNET SITES THAT ARE IMPARTIAL POINTS OF SALE

1 APPLICATION

This **ATOC Standard** applies to **Internet Sites** that are **Impartial Points of Sale**.

2 COMPLIANCE WITH THE **ATOC STANDARD**

The **Operator** will, at all times, comply with this **ATOC Standard** when providing information about train services and S**elling Rail Products** on the **Site**.

3 MONITORING

(1) **Annual Survey**

Ticketing and Settlement Scheme Council will conduct an **Annual Survey** to monitor the extent to which the **Operator** is compliant with the **ATOC Standard**, as specified in Annex 'A'.

(2) Rights of **Operators**

(a) If an **Operator** has reason to believe that the **Operator** of a **Site** is not compliant with the **ATOC Standard**, and where such alleged non-compliance is not provided for by the scenarios tested through the **Annual Survey**, he will advise **Ticketing and Settlement Scheme Council** and demonstrate that:

(i) the alleged non-compliance is not provided for by the **Annual Survey**, or

(ii) the alleged non-compliance is having, or has had, a material effect on the **Sale** of a **Rail Product** or **Rail Products** created by the **Operator** making the complaint, or

(iii) the alleged non-compliance constitutes material discrimination against the business interest of the **Operator**

(b) If **Ticketing and Settlement Scheme Council** agrees with the representations made in accordance with Clause 3(2)(a)(i), 3(2)(a)(ii) and 3(2)(a)(iii) it will ask the **Operator** to provide a financial estimate of the effect of alleged non-compliance.

(c) If the value of the financial estimate is equal to or greater than £10,000 per period (in any one 4-week period) **Ticketing and Settlement Scheme Council** will require the **Operator** to take action to rectify the cause of non-compliance.

(d) If the value of the financial estimate is less than £10,000 per period (in any one 4-week period) **Ticketing and Settlement Scheme Council** may not require the **Operator** to take action to rectify the cause of non-compliance.

(e) The value of the transaction referred to in clauses 3(2)(c) and 3(2)(d) will be adjusted annually at the discretion of **Ticketing and Settlement Scheme Council** to take into account the real value of the amount referred to in Clauses 3(2)(c) and 3(2)(c) at the time of the review.

(f) In requiring the **Operator** to rectify the cause of non-compliance **Ticketing and Settlement Scheme Council** will stipulate a reasonable date by when the work must be completed.

(g) If the **Operator** fails to rectify the cause of non-compliance by the date stipulated by **Ticketing and Settlement Scheme Council**, he will be liable to the **Reserve Power** provisions of the **Annual Survey** described in Annex 'A'.

(h) If the **Operator** fails to agree a programme or timetable for rectification or refuses to rectify the cause of non-compliance the matter will by resolved by application of the **ATOC Dispute Resolution Rules**.

4 VALUE OF TRANSACTIONS

(1) Transactions less than £10

The **Operator** will ensure that all **Fares** applicable to a journey are displayed on the **Site** but is not obliged to **Sell** a **Rail Product** or a combination of **Rail Products** where the total transaction value is less than £10.

(2) Adjustment of transaction value

The transaction value referred to in Clause 4(1) (above) will be adjusted annually at the discretion of **Ticketing and Settlement Scheme Council** to take into account the real value of the amount referred to in Clause 4(1) at the time of review.

5 INFORMATION PROVISION

(1) Information about train services and **Rail Products**

The **Operator** will ensure that when giving **Purchasers** information about train services and **Rail Products**, that all such information as has been provided by **RSP** applicable to train service and **Rail Product** being enquired about is available on the **Site**.

(2) Information about delays to train services

The **Operator** must have the ability to display on the **Site** information about delays to the train service and information about service disruption when required when required and must do so as soon as practicable after that information has been provided to it.

6 **RAIL PRODUCTS** AND **NON-RAIL PRODUCTS** OFFERED FOR **SALE**

(1) Obligation to **Sell Rail Products** and **Non-Rail Products**

The **Operator** is not obliged to offer for **Sale** a **Rail Product** that is not a **Basic Product**, or a **Non-Rail Product**, or any **Rail Product** that is incapable of being sold using the **Approved TIM**.

(2) **Rail Products** that may not have to be **Sold**

(a) In addition to the **Rail Products** referred to in Clause 6(1) (above), the following is an illustrative list of **Rail Products** or services that, following negotiation and agreement with **Ticketing and Settlement Scheme Council**, the

Operator may not obliged to offer for **Sale**:

(i) **Fares** that are not suited to being offered for **Sale** through the **Site** by reason of their complexity, incompatibility with the way the **Site** is configured or limitations resulting from the way in which the **Site** operates;

(ii) **Excess Fares**;

(iii) **Upgrades**;

(iv) **Tickets** for travel on trains that confer additional rights (including, but not limited to - Motorail services);

(v) **Tickets** for **Sale** to employees entitle to reduced price travel;

(vi) **Tickets** for travel on buses where an associated journey by train is not involved;

(vii) **Tickets** for travel on Ferries unless the Ferry service forms part of a rail journey for which a **Ticket** can be offered for **Sale** (e.g. for journeys to the Isle of Wight);

(viii) Subject to Clause 6(3), journeys involving **Purchaser**s who require assistance by virtue of a physical disability;

(ix) **Tickets** for journeys which contain elements that are not zero rated for **VAT**.

(b) Exceptions to **Rail** Products that **Operators** are not required to offer for **Sale**

(i) The exceptions to the range of **Rail Products** or services listed in Clause 6(2)(a) that the **Operator** is not obliged to offer for **Sale**, may be amended from time to time at the discretion of **Ticketing and Settlement Scheme Council**.

(ii) If **Ticketing and Settlement Scheme Council** deems it appropriate to amend the exceptions to the range of **Rail Products** or services that the

Operator is not obliged to offer for **Sale**, it will stipulate a reasonable date from when the nominated **Rail Products** or services are to be offered for **Sale**.

(3) Obligation to provide information about **Rail Products** not offered for **Sale**

In cases where a **Purchaser** enquires about a **Rail Product** or service that is not offered for **Sale** through the **Site**, the **Operator** is obliged to provide the **Purchaser** with information about how such a **Rail Product** or service can be enquired about and/or purchased.

7 PUBLICISING **INTERNET SITE ACCREDITATION**

(1) Obligation to display the **ATOC Accreditation Mark**

A **Site** that has been granted **Accreditation** in accordance with Clause 6-20(3) of **Part IV** is obliged to display the **ATOC Accreditation Mark** in accordance with Clause 24 of the **ATOC Standard**.

(2) Publicising the **ATOC Accreditation Mark**

In order to raise public awareness of the **ATOC Accreditation Mark, Ticketing and Settlement Scheme Council** will make arrangements to publicise the mark.

8 DEFAMATORY STATEMENTS

An **Operator** must at all times promote train travel in a positive way and not, through its own actions, post any information or statements on the **Site** that are defamatory or that could have the effect of bringing the **Operators** into disrepute. If **Ticketing and Settlement Scheme Council** or the **Operator** become aware of any information or statements on the **Site** that are considered to have the effect of bringing the **Operators** into disrepute, the **Operator** will take immediate steps to remove them.

9 **NATIONAL RAIL CONDITIONS OF TRAVEL**

The **Operator** will ensure that the **Site** displays, and enables users to consult, the **National Rail Conditions of Travel**.

10 NATIONAL RAIL INTERNET SITE

The **Operator** will ensure that the **Site** provides a link to the **National Rail Internet Site** http://www.nationalrail.co.uk/

11 PURCHASER COMMENTS

(1) Comments from **Purchasers**

The **Operator** must provide a means for **Purchaser**s to make comments about the service provided by the **Site**.

(2) Handling complaints

(a) The **Operator** will be responsible for handling any complaints about the service provided by the **Site** and, comply with the **National Rail** Standard "Customer comments and correspondence involving two or more train companies".

(b) The **Operator** must ensure that comments from **Purchaser**s are responded to within 7 working days and that a full reply is sent to the **Purchaser** in accordance with timescales specified in any **National Rail Standard** applying from time to time. The **Operator** must deal with the issues raised, advise **Purchaser**s who to contact for further help, and can reserve the right to refuse to respond to comments of an offensive nature.

12 **REFUNDS**

(1) Advice about **Refund** arrangements

The **Operator** will provide a means for **Purchaser**s to apply for refunds in respect of the **Rail Products** purchased through the **Site** and display the following information prominently:

(a) name and address

(b) telephone and fax number

(2) Compliance with **National Rail** Standards

The **Operator** must comply with any **National Rail** Standard documenting the arrangements for processing **Refund** applications.

13 SEAT **RESERVATIONS**

(1) Obligation to issue a **Reservation**

The **Operator** is not obliged to issue a **Reservation** unless the **Reservation** is issued in connection with the right to a seat on a particular train journey. The **Operator** is not obliged to issue a **Reservation** for any other service - e.g. - for the conveyance of a bicycle

(2) Cancellation of **Reservations**

Where a **Purchaser** cancels a **Ticket** that has been **Sold** in conjunction with a seat **Reservation**, the **Operator** must immediately cancel the seat **Reservation**.

(3) Issuing **Reservations**

The **Operator** may not issue, or allow to be issued through the **Site**, seat **Reservation**, or to change a seat **Reservation**, unless a **Ticket** is held in conjunction with it. This must be made clear to **Purchasers**.

(4) Changing **Reservations**

The **Operator** must make it clear to **Purchasers** how to change a seat **Reservation**. Where the **Operator** issues a seat **Reservation** in conjunction with a **Ticket** and the **Purchaser** subsequently wishes to make a change to the seat **Reservation**, the **Operator** may only issue a replacement seat **Reservation** when the original seat **Reservation** issued in conjunction with the **Ticket** has been cancelled.

14 DISPATCH OF **TICKETS**

(1) Minimum **Standard**

The **Operator** will determine its own **Ticket** delivery arrangements which must be clearly explained to **Purchaser**s before or at the time of purchase. The minimum **Standard** is that

Tickets being despatched to destinations in the United Kingdom will be sent to **Purchaser**s by First Class Post or other equivalent method.

(2) Alternative **Ticket** dispatch arrangements

If alternative methods of **Ticket** dispatch are provided, **Purchasers** must be made aware, before or at the time of the purchase, of any charges that might be raised. Such additional charges must not be incorporated within the **Price** of the **Ticket** but charged as an additional sum within the transaction.

(3) Arrangements to apply when **Tickets** dispatched by post are not received by the **Purchaser**

Where a **Ticket** has been despatched to the **Purchaser** by post, and does not arrive by the time specified when the transaction was completed, the **Operator** must advise the **Purchaser** to contact the **Site** through which the **Ticket** was purchased to establish how to obtain the **Ticket** for the journey purchased.

(a) The **Operator** may enter into an agreement with another **Operator** so that a **Purchaser** can obtain his/her **Ticket** from a **Ticket Office** in circumstances where a **Ticket** sent by post has not arrived in time for the journey purchased. In these circumstances the **Operator** operating the station **Ticket Office** through which the **Purchaser** obtains his/her **Ticket** will be entitled to raise an administration fee against the **Operator** for providing this service. Any administration fee raised will be agreed between the **Operator** and the relevant other **Operator** or the **Ticketing and Settlement Scheme Council** in the case of a national agreement on behalf of all **Operators**.

15 **INTERNET SITE** ACCESS

(1) Availability of the **Site** to **Purchasers**

The **Operator** will arrange for the **Site** to be available to **Purchasers** for the provision of information about train services and the **Sale** of **Rail Products** from (as a minimum) 0600 to 2200 (UK time) every day when **RSP** makes available the source data systems.

(2) **Site** maintenance

During certain times of the day it will be necessary to undertake **Site** maintenance; the **Operator** will ensure that the times when this is to take place is kept to a minimum and clearly displayed on the **Site**. Where possible **Site** maintenance should be undertaken at known periods of low-use.

16 INFORMATION THAT MUST BE DISPLAYED ON THE **INTERNET SITE**

(1) The **Site** must display the following:

(a) The range of services and **Rail Products** provided by the **Site**;

(b) The conditions of purchase that apply to **Rail Product** transactions;

(c) The **National Rail Conditions of Travel**;

(d) The arrangements for the dispatch of **Tickets** and any special conditions relating to **Ticket** delivery arrangements;

(e) The **ATOC Accreditation Mark** (logo + "**National Rail** Approved") on the 'home' page;

(f) The name and address of the company operating the **Site** and its registered office; and

(g) The arrangements for obtaining telephone help or for contacting the **Operator**.

(2) Time-dated information

Any information that is displayed on the **Site** that is time-dated must be clearly identified, and where appropriate, in accordance with any **National Rail Standard**s applying from time to time (for example, when there is a change to the price of **Rail Products**).

(3) Use of company logo or brand

The **Operator** may display its company logo or brand identity on the **Site**.

(4) The impartiality obligation

The **Operator** will clearly state on the **Site** that all information and transactions relating to the **Sale** of **Rail Products** is provided impartially between the **Operators**.

17 **PURCHASER** COMMUNICATION

Written communications

All written communications with **Purchaser**s must include the name, address, telephone and facsimile numbers of the **Operator**.

18 PROVIDING HELP

(1) Telephone Help

(a) The **Operator** will arrange for **Purchasers** to be able to contact it by telephone to obtain assistance (Telephone Help service) and ensure that telephone calls are answered promptly.

(b) Other than on Christmas, Boxing and New Years Days, the **Operator** will make the Telephone Help service available during the period 0600 to 2200 (UK time) every day of the week. The **Operator** will make it clear to **Purchaser**s whether the Telephone Help service is, or is not, available on Christmas, Boxing and New Years Days.

(2) Contact by electronic mail

The **Operator** will arrange for **Purchaser**s to be able to contact him through the **Site** by electronic mail.

19 DISABILITY DISCRIMINATION ACT 1999

The **Operator** will comply with the provisions of Sections 5 and 6 of the Disability Discrimination Act 1999 as from time to time modified, re-enacted or consolidated, and any regulation or order made under it.

20 TERMS AND CONDITIONS

The **Operator** will ensure that **Purchasers** are provided with the means of enabling them to obtain written details of the relevant conditions applicable to the **Sale** prior to the **Sale** taking place. This can be evidenced by means of information printed on the **Ticket** or by other written means provided by the **Operator** and approved by **Ticketing and Settlement Scheme Council**. The **Operator** will ensure that **Purchaser**s are asked to confirm acceptance of the terms and conditions before or at the time of purchase.

21 METHODS OF PAYMENT

The **Operator** is not obliged to accept those methods of payment shown in Chapter 7, Clause 7-1(1) and will determine the methods of payment by which **Purchasers** can purchase **Rail Products** through the **Site**.

22 SECURE PAYMENT ARRANGEMENTS

The **Operator** will provide a recognised secure method of payment for the use of **Purchaser**s when purchasing **Rail Products** from the **Site**.

23 FRAUD

The **Operator** is not obliged to sell a **Rail Product** to a person or persons who it has reason to believe may be intending to use the **Rail Product** for a purpose other than making a journey on the **National Rail Network** in circumstances that it believes may constitute fraudulent use of the **Rail Product**.

24 **ATOC ACCREDITATION MARK**

The **Operator** will ensure that when applying the **ATOC Accreditation Mark** the design guidelines for the use of the mark are adhered to.

25 CHANGES

The **Operator** will ensure that any changes made to the **Site** do not in any way limit his ability to comply with the **Standard**.

26 DISPUTES

Disputes resulting from the application of the **Standard** will be resolved in accordance with the **ATOC Dispute Resolution Rules**.

ANNEX 'A'

PERFORMANCE MONITORING

1 PROCESS FOR PERFORMANCE MONITORING

(1) **Annual Survey**

Each year **Ticketing and Settlement Scheme Council** will commission an **Annual Survey** to determine whether the **Operator** is complying with his obligations under the **Standard**

(a) The responsibility for managing the **Annual Survey** will be delegated by the **Ticketing and Settlement Scheme Council** to **Retail Group**.

(b) The **Authority** shall have the right to verify whether the calculations made in producing the **Annual Survey** have been correctly made.

(c) The methodology for the **Annual Survey** is described in the **PMMD** which also includes the **Threshold,** pursuant to Annex 'A $_4$'

(2) The **Threshold**

The **Threshold** shall not be more than 96.5%. The **Threshold** may not be reduced unless the **Threshold** applying to the **Annual Survey** with respect to **Ticket Offices** at **Regulated Stations** is reduced. After 31 December 2001, **Ticketing and Settlement Scheme Council** shall consider whether the **Threshold** of 96.5% should continue to apply either at that figure, or at all.

2 REMEDIAL ACTIONS

(1) Failure to meet the **Threshold**

If an **Operator** fails to meet the **Threshold** he will be required to take **Improvement Action** to remedy the failure. The **Operator** will document the **Improvement Action** in, and carry out the **Improvement Action** in accordance with, the **Plan**. The **Plan** must be formulated in accordance with Annex 'A $_3$' and the **PMMD** (Annex 'A $_4$').

(2) The **Plan**

(a) The **Plan** must be approved by an 'Independent Third Party' who must act in accordance with the terms of reference set out in Annex 'A $_1$ '.

(b) The **Plan** must approved by **Retail Group**.

(c) During the currency of the **Plan**, the **Operator** must both meet the **Improvement Milestones** and take **Improvement Action** in accordance with the **Plan**.

3 RESERVE POWERS

(1) Application of **Reserve Powers**

If the **Operator** does not perform any **Improvement Action** activity in accordance with the **Improvement Milestone** set out in the **Plan** for that activity (as determined by the supplemental survey carried out pursuant to the **Plan**), **Retail Group** shall be entitled to exercise whichever of the **Reserve Powers** as are set out below as it considers appropriate.

(2) **Criteria** for the application on **Reserve Powers**

Retail Group shall have regard to the **Criteria** (see Annex 'A$_2$ ') in order to determine which of the **Reserve Powers** is appropriate.

(3) Extent of **Reserve Powers**

The **Reserve Powers** are:

(a) the withholding of **Sale**s Commission; and/or

(b) a direction to carry out specified **Improvement Action**; and/or

(c) the removal of **ATOC Accreditation** from the **Site**.

(4) Exercise of **Reserve Powers**

Retail Group may exercise its **Reserve Powers** only to the extent that the cost to the **Operator** of compliance is equal to or less than the **Maximum Amount**. The application of this Clause 3(4) shall not apply in respect of Clause 3(3)(c).

(5) Calculation of commission withheld

At the second meeting of **Ticketing and Settlement Scheme Council** after the end of each financial year of the **RSP**, **Ticketing and Settlement Scheme Council** will calculate the amount of commission withheld from **Operators**, and shall compare that amount with the estimated costs of operating the **Annual Survey** in the ensuing financial year. To the extent that there is any excess of sums withheld over the costs so calculated, **Ticketing and Settlement Scheme Council** shall arrange for the excess to be distributed to the **Operators** in proportion to their **Voting Percentage**.

4 DISPUTES

(1) Representation to **Ticketing and Settlement Scheme Council**

If the **Operator** considers that **Retail Group** has failed correctly to apply the **Criteria**, the **Operator** may, within 10 Business Days of the decision of **Retail Group** appeal to **Ticketing and Settlement Scheme Council** in writing to reverse the decision of **Retail Group**.

(2) **Ticketing and Settlement Scheme Council** shall consider the appeal at its next meeting and the decision of **Retail Group** shall be confirmed only if **Ticketing and Settlement Scheme Council** votes by a two thirds majority to approve the decision. For the purposes of this vote only, each **Operator** shall have one vote (other than the **Operator** in dispute). The decision of **Retail Group** shall be suspended pending the vote of **Ticketing and Settlement Scheme Council**.

ANNEX 'A 1'

1 INDEPENDENT THIRD PARTY

Terms of reference

To review and report their own opinion on the **Plan** proposed by the **Operator** (and if requested by the **Operator** to prepare some or all of the **Plan**). They will need to ensure the following in relation to the **Plan**:

(a) It demonstrates an understanding of the reasons for failure;

(b) It targets the appropriate remedies;

(c) Timescales are achievable;

(d) An effective review and monitoring process has been included.

ANNEX 'A ₂'

1 CRITERIA FOR APPLICATION OF RESERVE POWERS

(1) The following **Criteria** should be taken into account by **Retail Group** when determining the form and severity of sanctions to be applied to the **Operator** to meet an **Improvement Milestone**.

(a) General **Criteria**

(i) How far the **Operator**'s score is below the **Threshold**;

(ii) How far the **Operator**'s score is below the **Target** set out in the **Plan**;

(iii) Progress made since the **Annual Survey** triggering the initiation of **Improvement Action**;

(iv) Evidence available of anticipated further improvement and the date by which the **Target** is expected to be met;

(v) The extent to which failure was due to circumstances outside the control of the **Operator**.

(b) Specific **Criteria**

(i) Withholding of the Agents Fee to be specifically considered where:

- Evidence exists of partial selling by the **Operator**

- The **Operator** wilfully and persistently fails/refuses to carry out **Improvement Action**

- The **Operator** refuses to sell any **Rail Products** which it is obliged to sell except where it was due to circumstances outside its control.

(ii) The imposition of **Improvement Action** to be specifically considered where:

- There is evidence of inaccuracy for which investment in improved training/equipment is likely to be an effective remedy

- Further investigative work is needed to understand the causes of inaccuracy

- The **Operator** refuses to sell any **Rail Products** which it is obliged to sell except where it was due to circumstances outside its control and instead refers **Purchaser**s to another **Sale**s outlet.

(3) Application of **Criteria**

To be at the determination of **Retail Group** based on consideration of the general and specific **Criteria** taking into account the need to demonstrate transparency, fairness, proportionality, efficacy and consistency.

ANNEX 'A 3'

1 ANALYSIS AND IMPROVEMENT PLAN ("PLAN")

(1) Purpose

The primary purpose of the **Plan** will be to analyse the circumstances which led to the results recorded in the **Annual Survey** to determine the extent to which the **Operator** was responsible. For example, were they due primarily to the nature of the **Internet Site** and passenger flows or more to the **Operator's** staff organisation and facilities.

(2) Contents

If the **Operator** was responsible for the results recorded in the **Annual Survey**, the **Plan** must include:

(a) measures to improve performance to meet or exceed the **Threshold**.

(b) timescales for achieving these improvements including any intermediate milestones considered appropriate (together these form the **Improvement Milestones**) with the general aim of meeting at least the current **Threshold** by the timescale is agreed in the **Plan**.

(c) arrangements for a follow up survey (which might be an **Annual Survey**) using the same methodology and an adequate sample within 6 months of the **Plan** being agreed.

(d) further details on the production of the **Plan** will be contained in the **PMMD**

(e) a statement of the **Operator's** own view (the **Target**) of the performance **Standards** it would wish to achieve based on customer satisfaction data, other relevant information and its obligation to sell and impartially in accordance with the **Standard**.

ANNEX 'A 4'

1 **PMMD** (PERFORMANCE MONITORING METHODOLOGY DOCUMENT

(1) Objective of the **PMMD**

The objective of the **PMMD** is to ensure that there is a clear, unambiguous process for measured analysis of the performance of the **Site** and a structure for Enforceable **Improvement Action** where necessary.

(2) The Monitoring Regime

(a) The performance of the **Site** to assess accuracy and impartiality will be measured using an **Annual Survey** which will, in relation to information about train services and the **Sale** of **Rail Products**, employ a sample size sufficient to give overall definitive answers by scenario.

(b) The **Annual Survey** will also measure compliance with the obligations placed on the **Operator** through the **Standard**.

(c) **Retail Group** will provide the **Operator** with details as to how the **Annual Survey** is to be conducted, as well as the scenarios and obligations to be tested.

(d) The process for testing the accuracy and impartiality of information in relation to train services and **Rail Products Sold** will be as follows:

(i) the scenarios will be tested using the **RJIS** to identify potential errors in the **Operator's** system. The reference **Standard** will be the electronic data on timetables, **Fares**, **Rail Products** and **Routes** contained within the **RJIS** Data Factory and publicly available as a Data Feed Service through **ATOC**. The business logic in **RJIS** for interpreting the data and providing journey planning solutions will be used;

(ii) if as a result of the **Annual Survey** the **Operator's** system provides an identical output to the **RJIS**, then it will be deemed to have passed the test. If the **Annual Survey** does not produce an identical result this will trigger an

investigation using the **RJIS** reference data as the **Standard**. Following the investigation, if the output is deemed by the **Retail Group** to be different but acceptable, the test will be passed. Otherwise the test will be failed. Test results and reasons for failure will be fed back to the **Operator** to assist in the execution of any necessary corrective action;

(iii) the scenarios to be tested will cover a range of representative journey planning enquiries designed to be representative of the enquiries made through the **Site** and to exercise the scope and functionality of the **Operator's** system;

(iv) the **Flows** to be tested will be identified from the previous 13, 4-weekly accounting periods transactions data held in **CAPRI/LENNON**;

(v) the sample size by scenario will be weighted taking into account the occurrence/frequency of the query type, and the **Purchaser** consequence and /or business impact on the **Operator** of failing to provide a correct answer to the query. The weighting will be derived using the proportions identified through **CAPRI/LENNON** and the evidence contained in national passenger travel survey data;

(vi) fieldwork will be undertaken in accordance with Market Research Society (MRS) guidelines and under the direction of a member of the MRS; and

(vii) the **RJIS** database for the day the 'shop' took place, or the nearest equivalent, will be used to validate answers as being correct or incorrect.

(e) Presentation of Results

The **Annual Survey** will be structured to enable the findings to be presented by:-

(i) Scenario

(ii) Reason for failure

(f) Establishing the Need for Improvement Action

(i) To avoid being required to take **Improvement Action** the **Operator** must achieve a score which is at or above the **Threshold** score.

(ii) The **Threshold** score for the first **Annual Survey** will be 96.5%. For subsequent **Annual Surveys** the **Threshold** will be the previous year's score (weighted by actual **Sale**s for each scenario) so long as this is not below 96.5% in which case it will be 96.5%.

(g) Result below the Threshold

If the **Operator** fails to achieve a score at or above the **Threshold** he will be required to:-

(i) Undertake a detailed analysis of the results to establish the cause(s) for the failure and, from that analysis develop a **Plan**, which addresses the needs and which has achievement milestones leading to bettering the **Threshold** score in the following year. (In the event of a serious failure which it can be demonstrated cannot be rectified in full before the next **Annual Survey**, **Retail Group** may accept a **Plan** which will not achieve the **Threshold** until after the next **Annual Survey**.)

(ii) Commission an independent, suitably qualified third party to review the **Plan** and report to **Retail Group** on whether or not it will achieve the objective of the **Operator** in meeting the **Threshold** (or agreed lesser target) at the time of the next **Annual Survey**.

(iii) Report on the achievement (or lack of) of the **Improvement Milestones** contained in the agreed **Plan**.

ANNEX 'B' - ATOC ACCREDITATION MARK

PART II: ATOC STANDARD FOR TELEPHONE SALES OFFICES THAT ARE IMPARTIAL POINTS OF SALE

1. APPLICATION

This **ATOC Standard** applies to **Telephone Sales Offices** that are **Impartial Points of Sale**.

2 COMPLIANCE WITH THE **STANDARD**

The **Operator** will, at all times, comply with this **Standard** when providing information about train services and **Selling Rail Products** at a **Telephone Sales Office**.

3 MONITORING

(1) **Annual Survey**

Ticketing and Settlement Scheme Council will conduct out an **Annual Survey** to monitor the extent to which the **Operator** is compliant with the **ATOC Standard**, as specified in Annex 'A'.

(2) Rights of **Operators**

(a) If an **Operator** has reason to believe that the **Operator** of a **Telephone Sales Office** is not compliant with the **ATOC Standard**, and where such alleged non-compliance is not provided for by the scenarios tested through the **Annual Survey** he will advise **Ticketing and Settlement Scheme Council** and demonstrate that:

(i) the alleged non-compliance is not provided for by the **Annual Survey**, or

(ii) the alleged non-compliance is having, or has had, a material effect on the **Sale** of a **Rail Product** or **Rail Products Created** by the **Operator** making the complaint, or

(iii) the alleged non-compliance constitutes material discrimination against the business interest of the **Operator**

(b) If **Ticketing and Settlement Scheme Council** agrees with the representations made in accordance with Clause 2(2)(a)(i), 2(2)(a)(ii) and 2(2)(a)(iii) it will request the **Operator** to provide a financial estimate of the effect of the alleged non-compliance.

(c) If the value of the financial estimate is equal to or greater than £10,000 per 4-week period (in any one 4-week period) **Ticketing and Settlement Scheme Council** will require the **Operator** to take action to rectify the cause of non-compliance.

(d) If the value of the financial estimate is less than £10,000 per 4-week period (in any one 4-week period) **Ticketing and Settlement Scheme Council** may not require the **Operator** to take action to rectify the cause of non-compliance.

(e) The value of the financial estimate referred to in Clauses 2(2)(c) and 2(2)(d) will be adjusted annually at the discretion of **Ticketing and Settlement Scheme Council** to take into account the real value of the amount referred to in Clauses 2(2)(c) and 2(2)(c)) at the time of the review.

(f) In requiring the **Operator** to rectify the cause of non-compliance, **Ticketing and Settlement Scheme Council** will stipulate a reasonable date by when the work must be completed.

(g) If the **Operator** fails to rectify the cause of non-compliance by the date stipulated by **Ticketing and Settlement Scheme Council**, he will be liable to the **Reserve Power** provisions of the **Annual Survey** described in Annex 'A'.

(h) If the **Operator** fails to agree a programme or timetable for rectification or refuses to rectify the cause of non-compliance the matter will by resolved by application of the **ATOC Dispute Resolution Rules**.

4 VALUE OF TRANSACTIONS

(1) Transactions less than £10

The **Operator** will ensure that all **Fares** applicable to a journey are offered to **Purchasers** but is not obliged to **Sell** a **Rail Product** or a combination of **Rail Products** where the total transaction value is less than £10.

(2) Adjustment of transaction value

The transaction value referred to in Clause 4(1) (above) will be adjusted annually at the discretion of **Ticketing and Settlement Scheme Council** to take into account the real value of the amount referred to in Clause 4(1) at the time of the review.

5 PROVISION OF INFORMATION

(1) Information about train services and **Rail Products**

The **Operator** will ensure that when giving **Purchasers** information about train services and **Rail Products**, that all such information, as has been provided by **RSP**, applicable to the train service and **Rail Product** being enquired about is provided.

(2) Information about delays to train services

The **Operator** must have the ability to give information about delays to the train service and information about service disruption when required and must do so as soon as practicable after that information has been provided to it.

6 **RAIL PRODUCTS** AND **NON-RAIL PRODUCTS** OFFERED FOR **SALE**

(1) Obligation to **Sell Rail Products and Non-Rail Products**

The **Operator** is not obliged to offer for **Sale** a **Rail Product** that is not a **Basic Product**, or a **Non-Rail Product**, or any **Rail Product** that is not capable of being sold using the **Approved TIM**.

(2) **Rail Products** that may not have to be **Sold**

(a) In addition to the **Rail Products** referred to in Clause 6(1), the following is an illustrative list of **Rail Products** or services that, following negotiation and agreement with **Ticketing and Settlement Scheme Council**, the **Operator** may not be obliged to offer for **Sale**:

(b) **Fares** that are not suited to being offered for **Sale** through the **Telephone Sales Office** by reason of their complexity

(ii) **Excess Fares**

(iii) **Upgrades**

(iv) **Tickets** for travel on trains that confer additional rights (including, but not limited to Motorail services)

(v) **Tickets** for **Sale** to employees that entitle them to reduced price travel

(vi) **Tickets** for travel on buses where an associated journey by train is not involved

(vii) **Tickets** for travel on Ferries unless the Ferry service forms part of a rail journey for which a **Ticket** can be offered for **Sale** (e.g. for journeys to the Isle of Wight)

(viii) Subject to Clause 6(5), journeys involving customers who require assistance by virtue of a physical disability

(ix) **Tickets** for journeys which contain elements that are not zero-rated for **VAT**

(b) Exceptions to **Rail Products** that **Operators** are not required to offer for **Sale**

(i) The exceptions to the range of **Rail Products** or services listed in Clause 6(2)(a) that the **Operator** is not obliged to offer for **Sale**, may be amended from time to time at the discretion of **Ticketing and Settlement Scheme Council**.

(ii) If **Ticketing and Settlement Scheme Council** deems it appropriate to amend the exceptions to the range of **Rail Products** or services that the **Operator** is not obliged to offer for **Sale**, it will stipulate a

reasonable date from when the nominated **Rail Products** or services are to be offered for **Sale**.

(3) Obligation to provide information about **Rail Products** not offered for **Sale**

In cases where a **Purchaser** enquires about a **Rail Product** or service that is not offered for **Sale** through the **Telephone Sales Office**, the **Operator** is obliged to provide the **Purchaser** with information about how such a **Rail Product** or service can be enquired about and purchased.

7 PUBLICISING **TELEPHONE SALES OFFICE ACCREDITATION**

(1) Obligation to display the **ATOC Accreditation Mark**

A **Telephone Sales Office** that has been granted **Accreditation** in accordance with Clause 6-20(3) of **Part IV** is obliged to display the **ATOC Accreditation Mark** in accordance with Clause 15(1) of the **ATOC Standard**.

(2) Publicising the **ATOC Accreditation Mark**

In order to raise public awareness of the **ATOC Accreditation** Mark, **Ticketing and Settlement Scheme Council** will make arrangements to publicise the mark.

8 DEFAMATORY STATEMENTS

The **Operator** must at all times promote train travel in a positive way.

9 PURCHASER COMMENTS

(1) Comments from **Purchasers**

The **Operator** must provide a means for **Purchasers** to make comments about the service provided by its **Telephone Sales Office**.

(2) Handling complaints

(a) The **Operator** will be responsible for handling any complaints about the service provided by the **Telephone Sales Office** and, comply with the **National Rail** Standard - "Customer comments and correspondence involving two or more train companies".

(b) The **Operator** must ensure that comments from **Purchasers** are responded to within 7 working days of receipt and that a full reply is sent to the **Purchaser** in accordance with timescales specified in any **National Rail** Standard applying from time to time. The **Operator** must deal with the issues raised, advise **Purchasers** who to contact for further help and can reserve the right to refuse to respond to comments of an offensive nature.

10 TIMES AT WHICH THE TELEPHONE SALES OFFICES IS OPEN

The **Operator** will base the times during which the **Telephone Sales Office** is available to **Purchasers** for the provision of information about train services and the **Sale** of **Rail Products** according to demand.

11 CALL HANDLING CAPACITY

(1) Answering calls promptly

The **Operator** will ensure that sufficient call handling capacity is provided throughout the time that the **Telephone Sales Office** is open to enable calls to be answered promptly. This obligation excludes temporary peaks in demand and unforeseen circumstances.

(2) Promotions arranged by **Operators**

The **Operator** is not obliged to provide call handling capacity for **Sale**s promotions arranged by other **Operator**s about which the **Operator** of the **Telephone Sales Office** has not been given reasonable notice.

12 TELEPHONE NUMBERS AND CALL ANSWERING STANDARDS

(1) Telephone access numbers

The **Operator** will arrange for **Purchasers** to be able to contact the it through a telephone number the call cost of which does not exceed the BT National STD rate as applicable from time to time. This obligation shall only apply in relation to calls made to the **Telephone Sales Office** that relate to the purchase of **Rail Products**. The **Operator** may, if he wishes, charge a premium call rate for the provision of other services. In cases where a premium call rate is to be applied, **Purchasers** must be made aware of this at the time.

(2) Abandon calls

The **Operator** will ensure that no more than 10% of all calls offered are abandoned before answer.

(3) Customer service

The **Operator** will ensure that, at all times, callers are dealt with in a courteous and polite manner.

13 REFUNDS

(1) Advice about **Refund** arrangements

The **Operator** will provide a means for **Purchasers** to apply for **Refunds** in respect of the **Rail Products** purchased through the **Telephone Sales Office** and display prominently on any publicity material the following information:

a) name and address

b) telephone and fax number

(2) Compliance with **National Rail** Standards

The **Operator** must comply with any **National Rail** Standard documenting the arrangements for processing **Refund** applications.

14 SEAT RESERVATIONS

(1) Obligation to issue a **Reservation**

The **Operator** is not obliged to issue a **Reservation** unless the **Reservation** is issued in connection with the right to a seat on a particular train journey. The **Operator** is not obliged to issue a **Reservation** for any other service - e.g. - for the conveyance of a bicycle

(2) Cancellation of **Reservations**

Where a **Purchaser** cancels a **Ticket** that has been **Sold** in conjunction with a seat **Reservation**, the **Operator** must immediately cancel the seat **Reservation**.

(3) Issuing **Reservations**

The **Operator** may not issue, or allow to be issued through the **Telephone Sales Office**, a seat **Reservation**, or to change a seat **Reservation**, unless a **Ticket** is held in conjunction with it. This must be made clear to **Purchasers**.

(4) Changing **Reservations**

The **Operator** must make it clear to **Purchasers** how to change a seat **Reservation**. Where the **Operator** issues a seat **Reservation** in conjunction with a **Ticket** and the **Purchaser** subsequently wishes to make a change to the seat **Reservation**, the **Operator** may only issue a replacement seat **Reservation** when the original seat **Reservation** issued in conjunction with the **Ticket** has been cancelled.

15 DISPATCH OF **TICKETS**

(1) Minimum standard

The **Operator** will determine his own **Ticket** delivery arrangements which must be clearly explained to **Purchasers** before or at the time of purchase. The minimum standard is that **Tickets** being despatched to destinations in the United Kingdom must be sent to **Purchasers** by First Class Post or other equivalent method.

(2) Alternative **Ticket** dispatch arrangements

If alternative methods of **Ticket** dispatch are provided, **Purchasers** must be made aware, before or at the time of purchase, of any charges that might be raised. Such additional charges must

not be incorporated within the **Price** of the **Ticket** but charged as an additional sum within the transaction.

(3) Arrangements to apply when **Tickets** dispatched by post are not received by the **Purchaser**

(a) Where a **Ticket** has been despatched to the **Purchaser** by post, and does not arrive by the time specified when the transaction was completed, the **Operator** must advise the **Purchaser** to contact the **Telephone Sales Office** through which the **Ticket** was purchased to establish how the **Ticket** for the journey purchased can be obtained.

(b) The **Operator** may enter into an agreement with another **Operator** so that a **Purchaser** can obtain his/her **Ticket** from a **Ticket Office** in circumstances where a **Ticket** sent by post has not arrived in time for the journey purchased. In these circumstances the **Operator** operating the station **Ticket Office** through which the **Purchaser** obtains his/her **Ticket** will be entitled to raise an administration fee against the **Operator** for providing this service. Any administration fee raised will be agreed between the **Operator** and the relevant other **Operator** or the **Ticketing and Settlement Scheme Council** in the case of a national agreement on behalf of all **Operator**s.

16 INFORMATION THAT MUST BE DISPLAYED ON PUBLICITY MATERIAL

(1) Mandatory information

The **Operator** must display the following on publicity material used to promote the **Telephone Sales Office** and in publicity material used in conjunction with its operation:

(a) The **ATOC Accreditation Mark** (logo + "**National Rail** Licensed")

(b) The name and address of the **Operator** operating the **Telephone Sales Office**

(2) Time-dated information

Any information shown in publicity material that is time-dated must be clearly identified and, where appropriate, displayed in accordance with any **National Rail** Standards applying from time to time (for example, when there is a change to the **Price** of **Rail Products**).

(3) Use of company logo or brand

The **Operator** may display its company logo or brand identity on publicity material.

(4) The impartiality obligation

The **Operator** will clearly state on publicity material that all information and transactions relating to the **Sale** of **Rail Products** is provided impartially between **Operator**s.

17 PURCHASER COMMUNICATION

Written communications

All written communications with **Purchasers** must include the name, address, telephone and facsimile numbers of the **Operator**.

18 DISABILITY DISCRIMINATION ACT 1999

The **Operator** will at all times comply with the provisions of Sections 5 and 6 of the Disability Discrimination Act 1999 as from time to time modified, re-enacted or consolidated, and any regulation or order made under it.

19 TERMS AND CONDITIONS

The **Operator** will ensure that the **Purchaser** is provided with the means of allowing the him to obtain written details of the relevant terms and conditions applicable to the **Sale** prior to the **Sale** taking place. This can be evidenced by means of information printed on the **Ticket** or by other written means provided by the **Operator** and approved by **Ticketing and Settlement Scheme Council**. The **Operator** will ensure that **Purchasers** are asked to confirm acceptance of the terms and conditions before or at the time of purchase.

20 METHODS OF PAYMENT

The **Operator** is not obliged to accept those methods of payment shown in Chapter 7 Clause 7-1(1) and will determine the methods of payment by which **Purchasers** can purchase **Rail Products** from the **Telephone Sales Office**.

21 FRAUD

The **Operator** is not obliged to sell a **Rail Product** to a person or persons who it has reason to believe may be intending to use the **Rail Product** for a purpose other than making a journey on the **National Rail Network** in circumstances that it believes may constitute fraudulent use of the **Rail Product**.

22 ATOC ACCREDITATION MARK

The **Operator** will ensure that when applying the **ATOC Accreditation Mark** the design guidelines for the use of the mark are adhered to.

23 CHANGES

The **Operator** will ensure that any changes made to the operation of the **Telephone Sales Office** do not in any way limit his ability to comply with the **ATOC Standard**.

24 DISPUTES

Disputes resulting from the application of the **ATOC Standard** will be resolved in accordance with the **ATOC Dispute Resolution Rules**.

ANNEX 'A'

PERFORMANCE MONITORING

1 PROCESS FOR PERFORMANCE MONITORING

(1) **Annual Survey**

Each year **Ticketing and Settlement Scheme Council** will commission an **Annual Survey** to determine whether the **Operator** is compliant with his obligations under the **ATOC Standard**.

(a) The responsibility for managing the **Annual Survey** will be delegated by the **Ticketing and Settlement Scheme Council** to **Retail Group**.

(b) The **Authority** shall have the right to verify whether the calculations made in producing the **Annual Survey** have been correctly made.

(c) The methodology for the **Annual Survey** is described in the **PMMD** which also includes the **Threshold**, pursuant to Annex 'A $_4$'

(2) The **Threshold**

The **Threshold** shall not be more than 96.5%. The **Threshold** may not be reduced unless the **Threshold** applying to the **Annual Survey** with respect to **Ticket Offices** at **Regulated Stations** is reduced. After 31 December 2001, **Ticketing and Settlement Scheme Council** shall consider whether the **Threshold** of 96.5% should continue to apply either at that figure, or at all.

2 REMEDIAL ACTIONS

(1) Failure to meet the **Threshold**

If the **Operator** fails to meet the **Threshold** he will be required to take **Improvement Action** to remedy the failure. The **Operator** will document the **Improvement Action** in, and carry out the **Improvement Action** in accordance with, the **Plan**. The **Plan** must be formulated in accordance with Annex 'A $_3$' and the **PMMD** (Annex 'A$_4$').

(2) The **Plan**

(a) The **Plan** must be approved by an 'Independent Third Party' who must act in accordance with the terms of reference set out in Annex 'A $_1$'.

(b) The **Plan** must approved by **Retail Group**.

(c) During the currency of the **Plan**, the **Operator** must both meet the **Improvement Milestones** and take **Improvement Action** in accordance with the **Plan**.

3 **RESERVE POWERS**

(1) Application of **Reserve Powers**

If the **Operator** does not perform any **Improvement Action** activity in accordance with the **Improvement Milestone** set out in the **Plan** for that activity (as determined by the supplemental survey carried out pursuant to the **Plan**), **Retail Group** shall be entitled to exercise whichever of the **Reserve Powers** as are set out below as it considers appropriate.

(2) **Criteria** for the application of **Reserve Powers**

Retail Group shall have regard to the **Criteria** (see Annex 'A $_2$') in order to determine which of the **Reserve Powers** is appropriate.

(3) Extent of **Reserve Powers**

The **Reserve Powers** are:

(a) the withholding of commission and/or

(b) a direction to carry out specified **Improvement Action** and/or

(c) the removal of **ATOC Accreditation** from the **Telephone Sales Office**.

(4) Exercise of **Reserve Powers**

Retail Group may exercise its **Reserve Powers** only to the extent that the cost to the **Operator** of compliance is equal to or less than the **Maximum Amount**. The application of this Clause 3(4) shall not apply in respect of Clause 3(3)(c).

(5) Calculation of commission withheld

At the second meeting of **Ticketing and Settlement Scheme Council** after the end of each financial year of the **RSP**, **Ticketing and Settlement Scheme Council** will calculate the amount of commission withheld from **Operators**, and shall compare that amount with the estimated costs of operating the **Annual Survey** in the ensuing financial year. To the extent that there is any excess of sums withheld over the costs so calculated, **Ticketing and Settlement Scheme Council** shall arrange for the excess to be distributed to the **Operator**s in proportion to their **Voting Percentage**.

4 DISPUTES

(1) Representation to **Ticketing and Settlement Scheme Council**

If the **Operator** considers that **Retail Group** has failed correctly to apply the **Criteria**, the **Operator** may, within 10 Business Days of the decision of the **Retail Group** appeal to **Ticketing and Settlement Scheme Council** in writing to reverse the decision of **Retail Group**.

(2) Decision of **Ticketing and Settlement Scheme Council**

Ticketing and Settlement Scheme Council shall consider the appeal at its next meeting and the decision of **Retail Group** shall be confirmed only if **Ticketing and Settlement Scheme Council** votes by a two thirds majority to approve the decision. For the purposes of this vote only, each **Operator** shall have one vote (other than the **Operator** in dispute). The decision of **Retail Group** shall be suspended pending the vote of **Ticketing and Settlement Scheme Council**.

ANNEX 'A 1'

1 INDEPENDENT THIRD PARTY

Terms of Reference

To review and report their own opinion on the **Plan** proposed by the **Operator** (and if requested by the **Operator** to prepare some or all of the **Plan**). They will need to ensure the following in relation to the **Plan**:

(a) It demonstrates an understanding of the reasons for failure

(b) It targets the appropriate remedies

(c) Timescales are achievable

(d) An effective review and monitoring process has been included.

ANNEX 'A 2'

1. CRITERIA FOR APPLICATION OF **RESERVE POWERS**

(1) **Criteria** for determining sanctions

The following **Criteria** should be taken into account by **Retail Group** when determining the form and severity of sanctions to be applied to the **Operator** to meet an **Improvement Milestone**.

(a) General **Criteria**:

(i) How far the **Operator's** score is below the **Threshold**

(ii) How far the **Operator's** score is below the **Target** set out in the **Plan**

(iii) Progress made since the **Annual Survey** triggering the initiation of **Improvement Action**

(iv) Evidence available of anticipated further improvement and the date by which the **Target** is expected to be met

(v) The extent to which failure was due to circumstances outside the control of the **Operator**.

(b) Specific **Criteria**

(i) Withholding of commission to be specifically considered where:

- Evidence exists of partial selling by the **Operator**

- The **Operator** wilfully and persistently fails/refuses to carry out **Improvement Action**.

- The **Operator** refuses to sell any **Rail Products** which it is obliged to sell except where it was due to circumstances outside its control.

(ii) The imposition of **Improvement Action** to be specifically considered where:

- There is evidence of inaccuracy for which investment in improved training/equipment is likely to be an effective remedy.

- Further investigative work is needed to understand the causes of inaccuracy.

- The **Operator** refuses to sell any **Rail Products** which it is obliged to sell and instead refers customers to another **Sale**s outlet.

(2) Application of **Criteria**

To be at the determination of **Retail Group** based on consideration of the general and specific **Criteria** taking into account the need to demonstrate transparency, fairness, proportionality, efficacy and consistency.

ANNEX 'A 3'

1 ANALYSIS AND IMPROVEMENT PLAN ("PLAN")

(1) Purpose

The primary purpose of the **Plan** will be to analyse the circumstances which led to the results recorded in the **Annual Survey** to determine the extent to which the **Operator** was responsible. For example, were they due primarily to the nature of the **Telephone Sales Office** and passenger flows or more to the **Operator's** staff organisation and facilities.

(2) Contents

If the **Operator** was responsible for the results recorded in the **Annual Survey**, the **Plan** must include:

(a) measures to improve performance to meet or exceed the **Threshold**;

(b) timescales for achieving these improvements including any intermediate milestones considered appropriate (together these form the **Improvement Milestones**) with the general aim of meeting at least the current **Threshold** by the timescale is agreed in the **Plan**;

(c) arrangements for a follow up survey (which might be an **Annual Survey**) using the same methodology and an adequate sample within 6 months of the **Plan** being agreed;

(d) further details on the production of the **Plan** are contained in the **PMMD**; and

(e) a statement of the **Operator's** own view (the **Target**) of the performance standards it would wish to achieve based on customer satisfaction data, other relevant information and its obligation to sell accurately and impartially in accordance with the **ATOC Standard**.

ANNEX 'A 4'

1. PMMD (PERFORMANCE MONITORING METHODOLOGY DOCUMENT)

(1) Objective of the **PMMD**

The objective of the **PMMD** is to ensure that there is a clear, unambiguous process for measured analysis of the performance of the **Telephone Sales Office** and a structure for enforceable **Improvement Action** where necessary.

(2) The Monitoring Regime**:**

(a) The performance of the **Telephone Sales Office** to assess accuracy and impartiality will be measured using an **Annual Survey** which will, in relation to information about train services and the **Sale** of **Rail Products**, employ a sample size sufficient to give overall definitive answers by scenario.

(b) The **Annual Survey** will also measure compliance with the obligations placed on the **Operator** by the **ATOC Standard**.

(c) **Retail Group** will provide the **Operator** with details as to how the **Annual Survey** is to be conducted, as well as the scenarios and obligations in the **ATOC Standard** to be tested.

(d) The process for testing the accuracy and impartiality of information in relation to train services and **Rail Products Sold** will be as follows:

(i) The scenarios will be tested using the **RJIS** to identify potential errors in the **Operator's** system. The reference standard will be the electronic data on timetables, **Fares**, **Rail Products** and **Routes** contained within the **RJIS** Data Factory and publicly available as a Data Feed Service through **ATOC**. The business logic in **RJIS** for interpreting the data and providing journey planning solutions will be used.

(ii) If as a result of the **Annual Survey** the **Operator's** system provides an identical output to the **RJIS**, then it will be deemed to have passed the test. If

the **Annual Survey** does not produce an identical result this will trigger an investigation using the **RJIS** reference data as the standard. Following the investigation, if the output is deemed by **Retail Group** to be different but acceptable, the test will be passed. Otherwise the test will be failed. Test results and reasons for failure will be fed back to the **Operator** to assist in the execution of any necessary corrective action.

(iii) the scenarios to be tested will cover a range of representative journey planning enquiries designed to be representative of the enquiries made through the **Telephone Sales Office** and to exercise the scope and functionality of the **Operator's** system.

(iv) The **Flows** to be tested will be identified from the previous 13, 4-weekly accounting periods transactions data held in **CAPRI / LENNON**.

(v) The sample size by scenario will be weighted taking into account the occurrence / frequency of the query type, and the customer consequence and /or business impact on the **Operator** of failing to provide a correct answer to the query. The weighting will be derived using the proportions identified through **CAPRI / LENNON** and the evidence contained in national passenger travel survey data.

(vi) Fieldwork will be undertaken in accordance with Market Research Society (MRS) guidelines and under the direction of a member of the MRS.

(vii) The **RJIS** database for the day the 'shop' took place, or the nearest equivalent, will be used to validate answers as being correct or incorrect.

(e) Presentation of Results

The **Annual Survey** analysis methodology will be structured to enable the findings to be presented by:-

(i) Scenario

(ii) Reason for failure

(f) Establishing the Need for Improvement Action

(i) To avoid being required to take **Improvement Action** the **Operator** must achieve a score which is at or above the **Threshold** score.

(ii) The **Threshold** score for the first **Annual Survey** will be 96.5%. For subsequent **Annual Surveys** the **Threshold** will be the previous year's score (weighted by actual **Sale**s for each scenario) so long as this is not below 96.5% in which case it will be 96.5%.

(g) Result below the Threshold

If the **Operator** fails to achieve a score at or above the **Threshold** he will be required to:-

(i) Undertake a detailed analysis of the results to establish the cause(s) for the failure and, from that analysis develop a **Plan**, which addresses the needs and which has achievement milestones leading to bettering the **Threshold** score in the following year. (In the event of a serious failure which it can be demonstrated cannot be rectified in full before the next **Annual Survey**, the **Retail Group** may accept a **Plan** which will not achieve the **Threshold** until after the next **Annual Survey**.)

(ii) Commission an independent, suitably qualified third party to review the **Improvement Plan** and report to the **Retail Group** on whether or not it will achieve the objective of the **Operator** in meeting the **Threshold** (or agreed lesser target) at the time of the next **Annual Survey**.

(iii) Report on the achievement (or lack of) of the **Improvement Milestones** contained in the agreed **Plan**.

ANNEX 'B' - ATOC ACCREDITATION MARK

SCHEDULE 45

INTERNET SITES AND TELEPHONE SALES OFFICES AND SITES THAT ARE IMPARTIAL POINTS OF SALE AND THAT HAVE BEEN GRANTED ACCREDITATION

Impartial Internet and Telesales Retail Outlets 2009

Train company	Internet	Telesales
Arriva Trains Wales Service supplier	www.arrivatrainswales.co.uk Trainline	0870 9000 773 Trainline
CrossCountry Service supplier	www.crosscountrytrains.co.uk Trainline	08448 110 124 Trainline
c2c Service supplier	www.c2c-online.co.uk Trainline	08457 444422 Trainline
Chiltern Railways Service supplier	www.chilternrailways.co.uk Trainline	08456 005 165 Trainline
East Midlands Trains Service supplier	www.eastmidlandstrains.co.uk Trainline	08457 125 678 Trainline
First Capital Connect Service supplie	www.firstcapitalconnect.co.uk Trainline	0845 7000 125 First Info
First Great Western Service supplier	www.firstgreatwestern.co.uk Trainline	0845 7000 125 First Info
First ScotRail Service supplier	www.firstscotrail.com Trainline	08457 550033 First Info
First TransPennine Express Service supplier	www.tpexpress.co.uk Trainline	0845 678 6974 First Info
Hull Trains Service supplier	No booking facility	08450 710222 First Info
London Midland Service supplier	www.londonmidland.com Atos Origin	0844 811 0133 Trainline
National Express East Anglia Service supplier	www.nationalexpresseastanglia.com Trainline	08456 007 245 In-house
National Express East Coast Service supplier	www.nationalexpress.com Atos Origin	08457 225 225 NXEC
South Eastern Service supplier	www.southeasternrailway.co.uk Atos Origin	None
Southern Service supplier	www.southernrailway.com Atos Origin	None
South West Trains Service supplier	www.southwesttrains.co.uk Trainline	0845 6000 650 In-house
Virgin Trains Service supplier	www.virgintrains.com Trainline	08457 222 333 Trainline
Trainline	www.thetrainline.com	0870 4 111 111
Raileasy	www.raileasy.co.uk	0906 20 20 002

SCHEDULE 46

THIRD PARTIES WHOSE NON-RAIL PRODUCTS MAY BE SOLD FOR AN AMOUNT THAT IS HIGHER OR LOWER THAN THE PRICE

Eurostar UK

SCHEDULE 47

TICKET ON DEPARTURE COMMISSION RATES

An **Operator's** entitlement to commission will be reduced by the amount of the **Ticket on Departure Fee**, as shown in Table 1 below, when a **Fare** is **Sold** but the **Ticket** which relates to the **Sale** is to be issued, on its behalf, by another **Operator** in accordance with Clause 6-26(3) above:

Table 1

			Ticket on Departure Fee
1.	by another **Operator** at a **Ticket Office**	first **Fare Sold** as part of a single sales transaction	£1.00 until 6 March 2010 and then £0.90 thereafter.
2.	by another **Operator** at a **Ticket Office**	second and subsequent **Fares Sold** as part of a single sales transaction	£0.00
3.	by another **Operator** at a **Self Service TIM**	first **Fare Sold** as part of a single sales transaction	£0.80 until 6 March 2010, £0.75 from 7 March 2010 until 31 March 2010, £0.60 from 1 April 2010 until 31 March 2011, £0.45 from 1 April 2011 until 31 March 2012 and £0.40 thereafter.
4.	by another **Operator** at a **Self Service TIM**	second and subsequent **Fares Sold** as part of a single sales transaction	£0.00

An **Operator's** entitlement to commission will be equal to the amount of the **Ticket on Departure Fee**, as shown in Table 2 below, when a **Ticket** is issued on behalf of another **Operator** in accordance with Clause 6-26(3) above:

Table 2

			Ticket on Departure Fee
5.	at a **Ticket Office**	first **Fare** issued as part of a single sales transaction	£1.00 until 6 March 2010 and then £0.90 thereafter.
6.	at a **Ticket Office**	second and subsequent **Fares** issued as part of a single sales transaction	£0.00
7.	at a **Self Service TIM**	first **Fare** issued as part of a single sales transaction	£0.80 until 6 March 2010, £0.75 from 7 March 2010 until 31 March 2010, £0.60 from 1 April 2010 until 31 March 2011, £0.45 from 1 April 2011 until 31 March 2012 and £0.40 thereafter.
8.	at a **Self Service TIM**	second and subsequent **Fares** issued as part of a single sales transaction	£0.00