Rail Delivery Group

National Rail

THE OPERATORS ACTING THROUGH ATOC LIMITED

AND

RAIL SETTLEMENT PLAN LIMITED

AND

AGENT LIMITED

THIRD PARTY INVESTOR LICENCE

Date of Issue: **DATE**

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THIS AGREEMENT is entered into on: DATE
Between: -

(1) The person(s) named in Schedule 1 (the **"OPERATORS"**) acting through **ATOC LIMITED** (**"ATOC"**) (Registered No: 3069033) whose registered address is at 1st Floor North, 1 Puddle Dock, London EC4V 3DS;

(2) **RAIL SETTLEMENT PLAN LIMITED** (**"RSP"**) (Registered No: 3069042) whose registered address is at 1st Floor North, 1 Puddle Dock, London EC4D 3DS; and

(3) AGENT LIMITED (the **"Agent"**) (Registered No: XXXXXXXX) whose registered address is at ADDRESS, trading as TRADING NAME

together referred to as the "Parties".

WHEREAS

(a) The Operators wish the Agent to sell Rail Products and provide Train Service Information in accordance with the terms of this Agreement. The Operators have nominated ATOC to act as their disclosed agent with full authority for the purpose of this Agreement. Accordingly, any obligations assumed by ATOC under this Agreement are assumed as agent for, and are binding upon, the Operators as principals;

(b) The Agent has agreed to sell Rail Products and provide Train Service Information in accordance with the terms of this Agreement;

(c) The Operators and the Agent have agreed with RSP that RSP will perform the obligations set out in this Agreement, particularly in respect of Clearance and Settlement pursuant to Schedule 3.

THE PARTIES AGREE as follows: -

1. DEFINITIONS AND 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 by 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;

"Affiliate" has the meaning as defined in Clause 12;

"Agent's Fee" means the sum calculated in accordance with the provisions of Schedule 2. For the avoidance of doubt, the Agent's Fee is exclusive of VAT which, if applicable, shall be paid in addition to the Agent's Fee by ATOC and/or RSP;

"Agent Settlement Amount" the sum calculated on the basis set out at Paragraph 13.7 in the Clearance and Settlement Procedure;

"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;

"Associated Company" means any subsidiary for the time being of the Agent or the holding company of the Agent or any subsidiary of any such holding company and the expressions "subsidiary" and "holding company" shall have the meanings ascribed to them by Section 1159 of the Companies Act 2006;

"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 (subject to such contract manager or such other person to whom such contract manager may delegate his power not being a competitor of the Agent or its Associated Companies);

"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;

"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 Secretary of State for Transport;

"Automated Refund" where the refund is processed in accordance with the Automated Refund Process which is described in RSP retail standards (currently available via the ASSIST system).

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

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

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

"Certificate of Rail Agent Competency" means the ATOC qualification to be achieved and maintained by the Agent's customer contact staff in accordance with Clause 4.2 and "**CORAC"** shall have the same meaning;

"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 a Rail Product;

"Cost Impact" means the direct cost in any year of implementing a Standard Variation;

"CTR" means a Customer Transaction Record, as defined in RSP retail standards (currently available via the ASSIST system), and identified by a 16 character booking reference, consisting of an 8 character transaction reference and an 8 character journey reference. A single CTR is issued per Transaction fulfilled to TOD "**Customer**" means any consumer and/or their travel agent who purchases a Rail Product directly from the Agent;

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

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

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

"Default Rate" means the rate of four per cent per annum above the base rate from time to time published by Royal Bank of Scotland plc or, if different, 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;

"Dispute Resolution Process" means the procedure for resolving disputes arising under or in connection with this Agreement set out in Clause 42;

"Disputes" means any dispute between the parties under or in connection with this agreement;

"**Effective Date**" means the date of signature by both Parties;

"Excepted Variation" has the meaning set out in Clause 36.2;

"**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;

"Final Settlement Date" means each of the dates specified as such at Schedule 4 to this Agreement or as determined by RSP and notified to the Agent from time to time in writing in advance and is used by RSP as the date for settlement of the Agent Settlement Amount for the relevant Settlement Period;

"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 Charges) 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 1159 of the Companies Act 2006;

"Impartial Retailing" means the general obligation on the Agent to act in a non-discriminatory way between Operators. In practical terms, this requires the Agent to offer the full range of fares applicable to the customer's requirements, without favouring any particular Operator(s) and **"impartial"** and **"impartially"** shall be construed accordingly;

"**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 in writing in advance from time to time;

"internal Knowledge Base (iKB)" is the online portal where information about travelling by rail is stored and can be accessed. Access to iKB is through any internet connected device and is controlled through IP address recognition;

"Internet Site" means the Site or Sites on the world wide web, accessed through any internet connected device with content delivered interactively or through stored applications 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 in accordance with such Schedule and this Agreement;

"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 Operator 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;

"National Location Code" means the point of sale codes designated by RSP;

"National Rail Conditions of Travel" means the conditions of travel referenced in Schedule 11, including any supplement to them and any modification or replacement of them as such modifications or replacement may be notified by Atoc to the Agent from time to time;

"Rail Availability Reservation Service" means the computerised central reservation system provided by RSP or its successor from time to time to enable retailers to make reservations on train services provided by certain of the Operators and **"RARS2"** shall have the same meaning;

"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;

"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 at Schedule 4 to this Agreement and notified to the Agent in writing in advance from time to time, including those specified as an "**Interim Payment Date**" and a "**Final Settlement Date**";

"Permitted Recipients" shall mean a party's auditors and other professional advisers, insurers, its Associated Companies, and the directors, officers, employees of itself or any of these;

"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;

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

"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;

"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 Service Charges" means the charges set out in Part 2 of Schedule 12 levied by RSP for the provision of RSP Services;

"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;

"RSP ToD Accreditation Standards" means, in respect of TIS, the RSP standards which must be met by any TIS in order to obtain an Approval Certificate from RSP, which allows that TIS to be able to retail ToD transactions, as notified by RSP to the Agent in writing in advance from time to time a copy of which is set out at https:/www.rspaccreditation.org;

"S-ticket" means the secure barcode fulfilment method to a mobile device which provides enhanced security by employing a workflow to manage the issuance and display of the barcode;

"S-ticket Fulfilment Charge" means the fee charged by RSP to the Agent in respect of a Rail Product fulfilled to S-ticket;

"Self Service Retailing" means walk-up sales at remote locations using an Approved TIS;

"Settlement Period" means one of the (13) thirteen consecutive periods of time which the RSP Financial Year is divided into, with all Settlement Periods being (28) twenty-eight calendar days in duration, except for the first and last Settlement Period in any RSP Financial Year, which vary in duration;

"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 and/or make Refunds;

"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 an industry-wide non-discriminatory manner by ATOC and/or RSP which are minor or routine in nature;

"Sub-Agent" has the meaning as defined in Clause 12;

"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 30.1;

"Third Party Investor Licence" means this licence with a term specified in Clause 30.1 with an investment requirement as specified in Clause 31 and "**Licence**" shall have the same meaning;

"Third Party Retailer" means a person (other than the Agent) that has been granted an ATOC retailing licence

"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 Fulfilment Charges" means the charges set out in Schedule 3 to be paid by the Agent to the Operators for the use of the Operator's Approved TIS

as a method of allowing customers to collect a Rail Product which the Agent has sold using the Ticket on Departure Service;

"Ticket on Departure Service" means a facility whereby a purchaser of a Rail Product purchased under this Agreement may collect such a 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 and **"TSA"** shall have the same meaning;

"TIS" means a ticket issuing system;

"ToD Fulfilment Charge" means the fee charged by RSP to the Agent in respect of a Transaction fulfilled to TOD, as detailed in paragraph 15.2 of Schedule 3;

"Train Service Information" means the information set out at Schedule 6 relating to passenger rail services provided by the Operators;

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

"**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 Clause 36.5;

"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;

"White Label" has the meaning as defined in Clause 12.

1.2. **Interpretation**

1.2.1. Non-discriminatory

Unless otherwise stated, references to "non-discriminatory" shall mean non-discriminatory as between retailers engaged in the same methods of retailing Rail Products.

1.2.2. 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.

1.2.3. 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.

1.2.4. ATOC and/or RSP Approval or discretion

Where ATOC and/or RSP approval, consent or agreement is required for any actions envisaged under this Agreement, such approval by ATOC and/or RSP shall not be unreasonably withheld or delayed and where ATOC and/or RSP are entitled to exercise their discretion in relation to any matter under this Agreement, such discretion shall be exercised reasonably.

1.2.5. Precedence

This Third Party Investor Licence is granted under Chapter 9 of the TSA. In the event of any conflict or ambiguity or inconsistency between this licence and the TSA, the terms of the TSA prevail. In the event of any uncertainty, this licence shall be interpreted so as to give effect to the provisions of the TSA.

2. CONDITIONS

2.1. It is a condition of this Agreement that the Agent shall at all times during the Term have a representative office in the United Kingdom for the service of documents.

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 and impartial 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 Authorised or Accredited in accordance with the provisions of this Agreement and through a Site or Sites listed in Part 2 of Schedule 10 or Part 3 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 Method of Retailing which also allows the purchase of Rail Products.

4. STAFF TRAINING

4.1. The Agent shall ensure that it only uses trained staff 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. The Agent shall be expected to ensure that staff who are currently trained in retailing Rail Products are also trained in retailing National ToD.

4.2. The Agent shall ensure that a minimum of two members or 20%, whichever is the greater, of its customer contact staff achieve and maintain the ATOC Certificate of Rail Agent Competency (CORAC) qualification.

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 and impartial basis Rail Products and shall sell such Rail Products in accordance with the relevant ATOC Standards and using only Methods of Retailing Authorised or Accredited in accordance with the provisions of this Agreement and through a Site or Sites listed in Part 2 of Schedule 10 or Part 3 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.

5.4. The Agent is authorised to make any Reservations in respect of the Rail Products 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 advance written 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 in advance in writing from time to time.

5.6. Rail Products 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 Rail Product 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 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 Rail Product 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 Rail Product 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 Rail Product 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 Dispute Resolution Process.

5.11. The Agent will include any VAT where applicable in the Price of any Rail Product. For the avoidance of doubt, it is ATOC's responsibility under this Agreement to inform the Agent in writing as to whether VAT is or becomes applicable to any Rail Products. Such notice shall be provided sufficiently in advance so that the Agent is able to comply with its obligations under this Agreement.

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 Agent may 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.

5.14. The Agent shall always make clear any applicable charge or fee to the customer at the same time as the Rail Product Price is made available to the customer and in any event prior to the customer committing to the purchase of any Rail Products.

5.15. 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.

5.16. While the Agent will provide Train Service Information, sell Rail Products and/or make Refunds in accordance with the National Rail Conditions of Travel, National Rail byelaws and any other specific terms and conditions concerning rail products notified in writing to the Agent from time to time ("the Rail Laws") it is acknowledged that the Agent is not responsible for the content of the Rail Laws.

6. ISSUE OF RAIL PRODUCTS

6.1. Where under this Agreement the Agent sells a Rail Product the Agent shall either issue the appropriate Ticket, Reservation or Discount Card in accordance with the relevant ATOC Standards or enable Remote Fulfilment of the Rail Product subject to Clause 6.2 below.

6.2. Remote Fulfilment of the Rail Product shall only be enabled provided that:

6.2.1. the Rail Product is capable of Remote Fulfilment;

6.2.2. the Operator(s) for whose services the Rail Product is issued accept such method of Remote Fulfilment; and

6.2.3. the Agent's TIS has been Accredited for such method of Remote Fulfilment.

6.3. Where the Agent participates in the national Ticket on Departure Service or issues Barcode Tickets the Agent shall pay any non-discriminatory, industry-wide charge(s) or fee(s) set out in Schedule 3 or as varied by RSP from time to time in accordance with the provisions set out in Part 2 of Schedule 12 and this Agreement. Such charge or fee 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 which has been informed to the Agent no later than six (6) months prior to the proposed go-live date for such change implementation.

6.4. The ATOC Representative shall on request provide the Agent with the current version of the central register of Collection Points.

6.5. Where no Remote Fulfilment methods are available the Agent shall send at the cost of and risk to the Agent the Rail Products issued under this Agreement to the designated UK address of the purchaser.

6.6. Where Remote Fulfilment methods are available but the purchaser requests delivery by another method including but not limited to registered post or special delivery, or delivery outside the UK, such delivery options shall be at the cost of the purchaser.

6.7. The Agent shall ensure that where Rail Products issued under this Agreement are forwarded in accordance with Clause 6.5 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.

6.8. 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:

6.8.1. the Agent has the appropriate authority from the relevant Operator to sell that Operator's dedicated fare or fares;

6.8.2. the revenue arising from the sale of such dedicated fares is not settled by RSP;

6.8.3. the ticket stock used is not issued in a format which could reasonably be confused with Rail Product Stock;

6.8.4. such agreement shall not be a breach or cause a breach, of all or any of the obligations of the Agent under this Agreement; and

6.8.5. such arrangement shall not cause the Agent to act partially in respect of any Operators.

6.9. 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 specified in Schedule 3.

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. Rail Products sold by the Agent where the claim is made not more than 28 days after the expiry date of the validity of the Rail Product;

7.1.2. Reservations that relate to a Rail Product that is Refunded; and

7.1.3. Rail Products or Reservations sold by the Agent for which the purchaser is entitled to the Refund under the relevant or other conditions on which the Rail Product was issued or Reservation was made.

7.2. The Agent shall only make Refunds of Rail Products if the Rail Product is not evidenced as having been used to make a journey and is returned to the Agent by the purchaser of the Rail Product.

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 (other than in the case of Barcode Tickets) where the Agent makes a Refund under this Clause 7 the Agent shall obtain from the Refund applicant the unused Rail Product, or in the case of a Reservation the document evidencing the Reservation (unless in the case of Automated Refund where the Automated Refund where the Automated Refund Process shall apply). When processing Barcode Ticket Refunds, the Agent must ensure that the ticket was unscanned. For paper ticket

(magnetic stripe ticket) or Barcode Ticket Refund, the Agent must follow all the required RSP standards (currently available via the ASSIST system).

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.

7.7. The Agent may charge a Refund administration fee, unless the Refund claim is made as a consequence of a fault by the Agent or an Operator, in which case no fee may be charged. Where a claim is made as a consequence of a fault by an Operator, the Agent shall be refunded any administration fees paid by the Agent in respect of such Refunded Rail product.

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 Rail Product Stock procured by the Agent for the issue of Rail Products under this Agreement.

8.4. Other than in relation to credit card size tickets, the Agent is authorised to issue Rail Products on Rail Product Stock that is branded by the Agent for Rail products fulfilled by the Agent, its Sub-Agents and/or White Labels.

9. IMPARTIAL RETAILING AND THE AGENT'S OBLIGATION TO ACT 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 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.

9.3. The Agent shall do nothing 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.

9.4. The Agent shall not in any way advertise or otherwise represent itself as:

(i) an Operator, an ATOC constituent company or any other person other than itself; or

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

9.5. The Agent shall at all times uphold the highest standards in:

(i) the presentation of Train Service Information;

(ii) other information about train services; and

(iii) the sale of Rail Products.

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

9.6. 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 under this Agreement.

9.7. 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.

9.8. The provisions of this Clause 9 shall be without prejudice to any other provision of this Agreement.

10. APPROVED TICKET ISSUING SYSTEMS

10.1. The Agent shall only sell, 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 and the version number. No later than ten (10) Business 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 sell, 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 may be amended from time to time by the written agreement of the Parties 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 this Clause 11 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 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. 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.

11.6. 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.

12. SUB-AGENTS, WHITE LABELS AND AFFILIATES

12.1. Subject to and in accordance with the provisions of this Clause 12 the Agent may:

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

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

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

12.2. For the avoidance of doubt the Affiliates referred to in Sub-Clause 12.1.3 shall have no authority under this Agreement to sell or issue Rail Products and/or provide Train Service Information and must not imply in any way that they are the Agent, or that they have the authority to sell or issue Rail Products and /or provide Train Service Information under this Agreement.

12.3. The Agent shall provide ATOC with no less than 28 days written notice of a proposal to appoint a Sub-Agent or enter into an agreement with a White Label. Upon receipt of the Agent's proposal ATOC shall notify the Agent as to whether or not it consents to the appointment of the Sub-Agent or agreement with the White Label. If consent has

not been refused by ATOC within 28 days, consent shall be deemed to have been given. Any such application will be confidential to ATOC and the Agent.

12.4. The Agent shall upon request from ATOC and/or RSP provide ATOC and/or RSP (as the case may be) with details of all Affiliates appointed pursuant to this Clause 12.

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

12.6. The Agent shall remunerate such Sub-Agents, White Labels and Affiliates at its own cost and expense and ATOC or RSP shall have no liability in such respect, nor shall the Agent represent to any Sub-Agent or White Label that ATOC or RSP has any such liability.

12.7. The Agent is liable for the settlement to RSP of all sales and ToD sales made by any of its appointed Sub-Agents and White Labels, as well as being liable for all Fulfilment Services or all Fulfilment Charges which are incurred by its Sub-Agents and White Labels.

12.8. The Agent shall within 3 days of becoming aware of a failure by a Sub-Agent and/or White Label as the case may be, to comply with the provisions of Clause 12.5 notify ATOC and RSP in writing:

(i) providing details and the extent of such failure; and

(ii) the course of action it proposes to take to remedy such failure, such remedy to be effective within the period of time agreed between the Agent and ATOC and/or RSP.

In determining the course of action necessary the Agent shall take in to account any proposals made by ATOC and/or RSP.

12.9. Where ATOC and/or RSP notifies the Agent of a failure by a Sub-Agent or a White Label to comply with the provisions of Clause 12.5, the Agent shall take such course of action as the Agent, RSP and/or ATOC may agree to remedy such failure within an agreed period of time.

12.10. If any failure by a Sub-Agent or a White Label is not remedied within the agreed period of time, the Agent shall terminate its agreement with the Sub-Agent or White Label (as the case may be).

12.11. Notwithstanding the foregoing of this Clause 12 and any other provision of this Agreement the Agent shall be responsible for all acts and omissions of any Sub-Agent and White Label appointed by it as though such acts and omissions were those of the

Agent and the Agent's obligations under this Agreement shall not be in any way affected or reduced as a consequence of any Sub-Agent or White Label appointed hereunder.

12.12. Any failure to terminate a Sub-Agent or White Label under 12.10 or a failure by a Sub-Agent, a White Label or an Affiliate under this Clause 12 or for the avoidance of doubt any act or omission by any of them that in the reasonable opinion of ATOC may or does cause damage to the reputation of the rail industry shall entitle ATOC and/or RSP to terminate the Agreement under Clause 32 of this Agreement and for the purposes of Clause 32.3 shall constitute a material breach by the Agent.

13. PROVISION OF DATA AND SERVICES BY RSP

13.1. RSP shall provide the RSP Services on a non-discriminatory basis, in accordance with the terms of this Agreement and in order that the Agent is able to operate the retail operations contemplated by this Agreement and comply with its obligations.

13.2. 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 13.1 and Schedule 13) shall supply the Agent with RSP Data containing all Rail Products, including those which 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.

13.3. 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.

13.4. 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. Upon the termination of the RSP Services, the Agents obligations under this agreement shall automatically cease save that any outstanding monies shall remain as a debt payable to ATOC and / or RSP as appropriate and the Agent shall continue to be liable to make Refunds in relation to any Rail Products sold under this Agreement.

13.5. 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 36, in relation to the RSP Services.

14. PROVISION OF INFORMATION BY THE AGENT

14.1. Without prejudice to Clause 14.2, the Agent shall collect, compile, and make available to ATOC on request from time to time, 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 and sales by individual corporate customers) for the purpose of monitoring the Agent's performance of this Agreement or for the purposes contemplated by Clause 14.4 provided always that: (i) the Agent shall not be obliged to provide any commercially sensitive information; (ii) the Agent shall not be obliged to provide any personal data; (iii) the Agent shall not be obliged to provide any information which is subject to obligations of confidence; and (iv) ATOC shall not disclose any information which is the subject of Clause 14.2 save as specifically authorised therein.

14.2. The Agent shall provide and make available at no charge the information referred to in Clause 14.1 in such format and quantities as ATOC may reasonably specify.

14.3. The Agent shall provide information it is required to disclose pursuant to this Clause 14 to ATOC as soon as possible and in any event within ten (10) Business Days from receipt of such request, or such other period agreed with ATOC.

14.4. The parties expressly agree that, ATOC may disclose the information provided under Clause 14.1 above as part of aggregated industry wide statistics which do not identify the Agent.

14.5. The parties agree that the provisions of Clauses 35 and 38 below shall apply to any information disclosed pursuant to this Clause 14.

15. LICENCE OF RAIL PRODUCT NAMES

15.1. To the extent necessary to perform its obligations under this Agreement and not otherwise, the Agent is licensed to use any trademarks or trade names comprising the names of Rail Products. All use of any such trademarks 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 trademarks 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 in writing 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 trademarks or trade names on any Rail Product Stock or replace or use any such trademarks 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 trademarks, 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.

15.2. The Agent will immediately bring to the notice of RSP any improper or wrongful use of such trademarks or trade names of which the Agent becomes aware and will, at the cost of RSP, assist in taking all steps requested by RSP to defend its rights in any litigation to protect such trade names or trademarks.

16. MARKETING AND PROMOTION PLAN

16.1. The Agent shall at all times comply with the Marketing and Promotion Plan.

16.2. 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.

16.3. 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 16.4 and the Parties cannot agree such changes, the Dispute Resolution 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.

16.4. A Marketing and Promotion Plan submitted pursuant to either Clause 16.2 or 16.3 will be approved if the Agent can show that it satisfies the relevant ATOC Standard(s) and will satisfy the conditions of this Agreement.

17. ADVERTISING

17.1. 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.

17.2. The Operators and ATOC shall indemnify the Agent against any action or claim brought in the UK and 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 with this Agreement.

18. MONITORING OF COMPLIANCE WITH THIS AGREEMENT

18.1. The ATOC Representative shall once every 12 months during the Term 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.

18.2. 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 fail 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.

18.3. ATOC shall undertake monitoring of the Agent's compliance with all the other terms of this Agreement as it believes necessary.

18.4. The Agent shall provide all necessary co-operation and assistance to ATOC in order for ATOC to undertake 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 access to the Agent's records, working practices, facilities and staff but specifically not including individual customer/user name and details and any information which the Agent deems to be commercially sensitive information or is subject to obligations of confidentiality. 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 31 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. For the

avoidance of doubt, any information obtained as a result of any such monitoring activity shall be kept strictly confidential by ATOC

18.5. The Agent shall allow ATOC access during business hours 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 in accordance with the terms of this Clause 18.

19. REVIEW OF PERFORMANCE OF AGENT

19.1. 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.

19.2. Upon completion of the meetings provided for in Clause 19.1, 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 any such recommendations.

19.3. In addition to the formal review process described in 19.1 and 19.2, ATOC and the Agent will meet no less than once every three months to review operational and account management issues. These meetings will also take a forward view on planned activity and developments, including where appropriate details of any large scale promotional or communications campaigns.

20. AUDIT ARRANGEMENTS

20.1. 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 (including National ToD) under this Agreement:

20.1.1. If at any time RSP believes that the Agent has made an error of more than £100,000 in the sums it is required to settle to RSP under this Agreement the Agent shall at its own cost and without undue delay instruct an independent auditor to investigate such error and produce a report of its findings and the Agent shall supply RSP with a copy of such report within ten (10) Business Days of its issue.

20.1.2. 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 and that such error did not exceed £100,000 RSP shall reimburse the Agent in the sum of the proven fee charged by the independent auditor.

20.1.3. Upon the finding of any error pursuant to this Clause RSP shall instruct the Agent as to 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.

20.2. The Agent must permit RSP or anyone authorised by it, on reasonable notice, to observe (under the Agent's supervision) the Agent's systems for the sale of Rail Products and the making of Rail Product Refunds and to inspect any relevant 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.

20.3. 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 relevant records), subject to Clauses 35 and 38. In addition, and for the avoidance of doubt, RSP or anyone authorised by RSP shall not be entitled to take copies of any commercially sensitive information, any information subject to obligations of confidentiality, or any personal data.

20.4. 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 or errors which exceed £100,000 and actual or proposed (with reasonable timeframes where necessary) actions necessary for ensuring compliance. The Agent shall supply to RSP a copy of the self-certification statement within five (5) Business Days of completion of the audit.

20.5. Reference in this Clause to anyone authorised by RSP shall mean anyone who is not a competitor of the Agent and who has entered into a confidentiality undertaking with the Agent which is acceptable to the Agent, acting reasonably. Notwithstanding any of the foregoing provisions in this Clause 20 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.

21. VALUE ADDED TAX

21.1. 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.

21.2. 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.

21.3. The Price is, unless expressly stated otherwise, inclusive of VAT.

22. AGENT'S FEE

22.1. 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.

22.2. The Agent’s Fee is set by sales channel and the current levels and agreed future changes to the Agent’s Fee are detailed in Schedule 2.

22.3. The Agent's Fee as detailed in Schedule 2 shall be payable each Settlement Period in accordance with the Clearance and Settlement Procedure.

22.4. The Agent’s Fee is exclusive of VAT which, if applicable, shall be paid in addition to the Agent’s Fee by ATOC and/or RSP.

23. BONDS AND CHARGES

Bonds

23.1. RSP shall require the Agent to obtain, and keep renewed, a bond, guarantee, incremental interim payments over the Interim Payments, on account payments held by RSP or other form of security or a combination thereof as may be agreed by the Parties (“Security”) for the purposes of securing the payment of the Agent Settlement Amount monies which the Agent may become liable to pay to RSP under this Agreement. Such Security shall be upon such terms and with such persons as RSP may reasonably approve. RSP shall not unreasonably object to the terms or the bond provider. The Agent shall deliver such Security to RSP and at the request of RSP shall also deliver to it from time to time such evidence as RSP may require that the Security

remains in full force and effect. The amount of the Security shall be reviewed each Settlement Period by RSP and the Agent, and adjusted in line with Clause 23.2 below.

23.2. The amount of the Security to satisfy Clause 23.1 shall be an amount equal to RSP's maximum exposure in any Settlement Period. This being the total indebtedness of the Agent on the 7th calendar day following the date on which the Agent should have paid the Final Settlement amount for the previous Settlement Period, in respect of the National Location Codes and Rail Products covered by this Agreement. The initial value of the Security required by this Agreement shall be as specified in Appendix 2 to Schedule 3.

23.3. In the event that the Agent is unable to pay RSP what is owed to RSP at the time which it is requested by RSP, then the Agent shall forfeit the amount that the Agent was unable to pay, up to the value of the Security, referred to in Clauses 23.1 and 23.2 above.

23.4. 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.

ATOC Component of the Licence Fee

23.5. Unless agreed otherwise, the Agent shall during the Term of this Agreement pay on the date of this Agreement and then on each anniversary the ATOC Component of the Licence Fee as detailed in Part 1 of Schedule 12 to this Agreement (together with any applicable VAT thereon). The ATOC Component of the Licence Fee shall cover ATOC's costs of performing its obligations under this Agreement which shall include but not be limited to monitoring the Agent's sale of Rail Products and/or provision of Train Service Information under this Agreement. The ATOC Component of the Licence Fee for the first year is set out in Part 1 of Schedule 12 to this Agreement 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, who will make such additional changes to the amount of the ATOC Component of the Licence Fee as it reasonably believes are necessary.

RSP Component of the Licence Fee

23.6. Unless agreed otherwise, the Agent shall during the Term of this Agreement, pay the RSP Component of the Licence Fee, which comprises the RSP Service Charges detailed in Part 2 of Schedule 12 to this Agreement (together with any applicable VAT thereon). RSP Service Charges reflect the costs which RSP incurs in sourcing these Services from its suppliers or delivering them itself, and may be varied by RSP from time to time. The RSP Service Charges shall be subject to review at the end of the first year and the end of each subsequent year by RSP, who shall vary these charges in accordance with changes to charges incurred by RSP, changes to RSP Services

and/or changes to the way in which RSP Services are charged out. For the avoidance of doubt, any changes to RSP Services or RSP Service Charges shall be a Mandatory Change as defined in this Agreement.

23.7. With effect from 1st April 2025, the calculation of the Licence Fee should be made solely in accordance with Schedule 12.

24. SETTLEMENT

24.1. 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 Settlement Periods provided for in Schedule 4.

25. CONFLICTING INTERESTS AND OTHER LICENCES

25.1. The Agent shall declare to ATOC any conflicting interests it may become aware of at any time which may restrict or prevent its sale of Rail Products.

25.2. The Agent shall advise ATOC in writing of all and any authority or licence other than this Agreement 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.

25.3. For the avoidance of doubt, the obligations on the Agent described in 25.2 shall also apply where the Agent carries out dedicated retailing activity on behalf of an individual Operator or group of Operator(s).

25.4. The Agent shall, as soon as reasonably possible, notify ATOC of any change to the detail contained in Part 4 of Schedule 10.

26. LIABILITY AND FORCE MAJEURE

26.1. 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.

26.2. 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 32.2.7; 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; or

(d) in relation to breach of any data protection legislation and in respect of any unauthorised disclosure of customer data provided by a Party under this Agreement and in addition, obligations in respect of any indemnity given in relation to data protection or confidentiality by a Party

Effect of a Force Majeure Event

26.3. 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"

26.4. For the purposes of Clause 26.3 above and Clause 32.5 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).

27. ASSIGNABILITY

27.1. 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 to any person including any Associated Company of the Agent, without the prior written consent of ATOC (such consent not to be unreasonably withheld or delayed). 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) to any person including any Associated Company of 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.

28. WAIVER

28.1. No waiver by ATOC, 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, unless otherwise provided in this Agreement, prevent any further exercise of the rights or remedy or the exercise of any other right or remedy.

29. INVALIDITY

29.1. 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.

29.2. 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 approach to be appropriate.

30. TERM

30.1. The Term of this Agreement (the "Term") shall commence on the Effective Date and shall continue on a rolling seven-year basis unless terminated earlier either;

30.1.1. by the Agent giving not less than one year's notice in writing; or

30.1.2. under the provisions of Clause 32.

31. NOT USED

32. TERMINATION OF AGREEMENT

32.1. Without prejudice to any liabilities accrued or applicable up to the date of actual termination this Agreement may be terminated at any time by the Agent without liability arising from such termination by the giving of one year's notice in writing by the Agent to ATOC and RSP as provided in Clause 30.1.1.

32.2. 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 32.2.1 to 32.2.6 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 32.2.7 to 32.2.12 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:

32.2.1. 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, RSP or an Operator(s) and provided that any termination under Clauses 32.2.1 shall be limited to the Method of Retailing in respect of which the Accreditation has not been achieved and save where the Agent has notified ATOC that it no longer wishes to provide that Method of Retailing.

32.2.2. there has been a Change of Control in accordance with Clause 42;

32.2.3. the Agent has failed to obtain or keep renewed the Security required under Clause 23 as the case may be for a period of five (5) Business Days or more;

32.2.4. the Agent has failed to pay any amount(s) due to RSP or ATOC on two consecutive Dates;

32.2.5. in breach of Clause 9.3 the Agent has brought the rail industry, an Operator or Operators materially into disrepute or has jeopardised the safe and efficient operation of the railway;

32.2.6. the Agent fails to comply with an ATOC Standard or comply with its obligations to retail accurately or impartially 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;

32.2.7. 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.

32.2.8. The Relevant Party is unable to pay its debts (within the meaning of Section 123 (2) 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 agreed in writing between the parties, agreement not to be unreasonably withheld);

32.2.9. 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;

32.2.10. the Relevant Party goes into administration;

32.2.11. the Relevant Party suffers the passing of any resolution for its winding-up; or

32.2.12. the Relevant Party becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction.

32.3. Without prejudice to Clause 32.2, 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 32.2 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.

32.4. In the event that the provisions of Clauses 32.2.1(a) and (c), 32.2.6 or 32.3 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.

32.5. 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 other party is subject to a Force Majeure Event for a period of sixty (60) Business Days or more.

32.6. Termination of this Agreement, however caused, shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect the accrued rights and obligations of the parties nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

33. RIGHTS AND OBLIGATIONS OF THE PARTIES UPON TERMINATION OF THIS AGREEMENT

33.1. Immediately upon termination of this Agreement:

33.1.1. the Agent shall as required by ATOC or RSP return, at the Agent's cost, to ATOC or RSP any 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;

33.1.2. 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;

33.1.3. 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 (save as provided for in clause 7.6) 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

33.1.4. all and any licences and permissions granted to the Agent, whether expressly or implicitly, under this Agreement shall automatically terminate.

33.2. 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.

33.3. ATOC and/or RSP will defer carrying out such actions under this Clause 33 as are necessary to enable the Agent to carry out such obligations in respect of Clause 33.2 provided that the Agent shall not pursue other activities under this Licence during such period.

33.4. In the event of termination of this Agreement under Clause 32.2.4 ATOC and/or RSP may take such amounts from any Security required pursuant to Clause 23, 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.

34. CHANGE OF OPERATORS

New Operators

34.1. 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 34.2, include such person.

Withdrawal of Operators

34.2. 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

34.3. 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.

35. DATA PROTECTION

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

(a) it has duly made all necessary notifications of its particulars (including, without prejudice, the purposes for which such data is held), sources and intended disclosures to the Information Commissioner's Office in accordance with the provisions of the Data Protection Legislation and will supply on request to the other parties a copy of such notifications together with any amended particulars that may be filed from time to time;

(b) it complies and will continue to comply with the provisions of the Data Protection Legislation in relation to Customer Persona Data processed on behalf of the Customer;

(c) (in respect only of the Agent) its data protection notification contemplates it providing to the Operators, RSP and ATOC or their duly authorised agent(s), Customer Personal Data in relation to the Rail Products and Train Service Information and in relation to the Agent's obligations under Schedule 15;

(d) it will co-operate fully with each of the Agent, Operators, RSP and ATOC (as the case may be) in complying with any subject access request and in dealing with any investigation carried out by the Information Commissioner; and

(e) it will co-operate fully with each of the Agent, Operators, RSP and ATOC (as the case may be) in the making of their respective notifications under the Data Protection Legislation and in the making of any change to any part of such registrations in relation to the operation of this Agreement.

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

36. VARIATION

Mandatory Variations

36.1. 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

36.2. ATOC and/or RSP may not make any Excepted Variation to this Agreement unless it is a Mandatory Variation or is made with the express agreement in writing of the Agent. "Excepted Variation" shall mean the following matters:

(i) the licence granted under Clause 5.1;
(ii) the term of the Licence or of this Agreement;
(iii) 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;
(iv) rights to terminate or vary this Agreement;
(v) conditions precedent to this Agreement;
(vi) the licence of all appropriate Rail Product names;
(vii) the Security requirements set out in Clause 23, (the parties acknowledge that the monetary amount of such Security and interim payments may vary from time to time pursuant to Clause 23);
(viii) levels of liability specified in Clause 26;
(ix) without prejudice to Clause 13.1 and/or Schedule 13, 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;
(x) 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, 18 and 32 and Schedule 8 of this Agreement; and
(xi) the basis for the calculation of the Licence Fee as described in Schedule 12.

36.3. If the Agent agrees in writing, an Excepted Variation shall thereafter be treated as a Standard Variation.

Standard Variations

36.4. Where ATOC and/or RSP believe it is necessary to introduce a Standard Variation, it shall:

36.4.1. ensure that any such Standard Variations shall not be an abuse of the Operators' position acting through ATOC;

36.4.2. act reasonably at all times; and

36.4.3. in accordance with Sub-Clause 36.5.4, meet the Material Variation Cost.

Variation Process

36.5. Any Standard Variation to be made by ATOC and/or RSP shall be proposed according to the following Variation Process and must be formally agreed in writing by the parties. In the absence of such agreement the proposed Standard Variation shall not take effect:

36.5.1. 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.

36.5.2. The Agent shall provide a properly documented assessment of when such Standard Variation could be introduced and the likely Cost Impact to the Agent wholly or partially 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.

36.5.3. 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 Dispute Resolution Process. No Standard Variation shall be made until such Dispute has been finally resolved.

36.5.4. 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:

36.5.5. a cash payment or series of payments being made by ATOC and/or RSP; or

36.5.6. a permanent or temporary increase in the Agent's Fee.

37. TIME OF THE ESSENCE

37.1. In this Agreement, time shall not be of the essence where a time period is specified in relation to an obligation on either Party unless either party shall make it so by service of written notice of at least 5 Business Days on the other stating that time shall be of the essence.

38. CONFIDENTIALITY

38.1. Each party to this Agreement (a "Receiving Party") shall treat any information received under this Agreement by another party (the "Disclosing Party") as confidential and shall not disclose such information to any other person (other than its Permitted Recipients) without the prior written consent of the Disclosing Party.

38.2. The Receiving Party may only use the Disclosing Party's information for the purposes of fulfilling its obligations under this Agreement and may only disclose such information to its Permitted Recipients and only on a need to know basis for the purposes of this Agreement or, in the case of professional advisers, for use in their professional capacity. The Receiving Party must ensure that its Permitted Recipients who receive such information:

38.2.1. comply with the requirements of confidentiality set out in this Agreement in the same manner as if they were the Receiving Party; and

38.2.2. do not cause or permit such information to be disclosed to any third party.

38.3. However, subject to any other applicable confidentiality obligations or unless expressly provided otherwise in this Agreement, information may be disclosed by the Receiving Party:

(a) subject to Clause 38.4 to any Operator;

(b) where the disclosure is required by law, by order of a court of competent jurisdiction, or by any securities exchange or regulatory or governmental body to which the Receiving Party is subject wherever situated. In such circumstances, the Receiving Party shall give the Disclosing Party as much notice of the requirement as practicable;

(c) 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 38;

(d) was properly in the possession of the Receiving Party (with full right to disclose) prior to receiving it from the Disclosing Party;

(e) was independently developed by the Receiving Party; or

(f) was received from a third party which was free to divulge it.

38.4. Notwithstanding Clause 38.1 above, ATOC may disclose any information received by it from the Agent under this Agreement to the Operators 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 14.2, individual customer/user name and details, the Marketing and Promotion Plan or accounting records of the Agent. Prior to any such disclosure ATOC shall give reasonable notice to the Agent of its intention to disclose such information where the Agent has specifically requested ATOC to do so in relation to any particular information disclosed by it.

38.5. 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 are or 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:

38.5.1. that it will not, and will procure that none of the Permitted Recipients 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;

38.5.2. that when disclosing any such information under the provisions of Clause 38.1 or 38.2 it will ensure that the Permitted Recipient is notified of such restrictions.

39. NOTICES

39.1. 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.

39.2. 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.

40. GENERAL

40.1. 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 proposals or previous written or oral agreements and all other communications between the Parties relating to its subject matter. All warranties, conditions and other terms implied by law are excluded to the fullest extent permitted by law. ATOC and RSP acknowledge that no reliance has been placed on and that it has not been induced to enter into this Agreement by any representation, warranty, statement, undertaking or expression of opinion which is not expressly set out in this Agreement and that, subject to Clause 26.2(b), it shall not have any right of action against the Agent arising out of or in connection with any such representation, warranty, statement, undertaking or expression of opinion (whether negligently or innocently made).

40.2. 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.

40.3. This Agreement is enforceable by the original Parties to it and by their successors in title and permitted assignees. Subject to clause 40.7, none of the provisions of this Agreement shall be enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act 1999 or any other law which gives a person who is not a party to a contract the right to enforce any of its provisions.

40.4. The Agent and RSP acknowledge that this Agreement has been concluded by ATOC on its own behalf and for the benefit of the Operators and in this regard intends that, subject to Clause 40.9, rights shall be enforceable by the Operators pursuant to the Contracts (Rights of Third Parties) Act 1999.

40.5. Notwithstanding Clause 40.6, the Parties will be entitled to vary, terminate or rescind this Agreement (on the terms set out in this Agreement) without the consent of the Operators.

40.6. All claims from any Operator(s) against the Agent or RSP (as the case may be) shall be brought, to the extent permissible in law, by ATOC itself on behalf of the said Operator(s). For such purpose the losses suffered by an Operator(s) in relation to such claim will, to the extent permitted by the law, be deemed to be losses suffered by ATOC, and will be recoverable directly by ATOC from the Agent or RSP (as the case may be). For the avoidance of doubt, in relation to any claim of an Operator(s), the Agent and RSP (as the case may be) shall be entitled to rely on the defences or set-offs that it would have available to it, whether in contract, tort or otherwise, as if the losses had been suffered by ATOC and references to: (i) the Agent's liability in this Agreement are

to its total liability to RSP, ATOC and each and all of the Operators in aggregate; and (ii) RSP's liability in this Agreement are to its total liability to the Agent, ATOC and each and all of the Operators in aggregate.

41. GOVERNING LAW

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

42. DISPUTE RESOLUTION PROCESS

42.1. Any dispute between the Parties arising out of, or relating to, this Agreement will be dealt with in accordance with this Dispute Resolution Procedure.

42.2. Where a dispute arises, in the first instance a member of the Rail Delivery Group Customer Board and a Director of the Agent will attempt to resolve the dispute. The duration of this initial phase will be agreed by the Parties but should not normally exceed 20 business days.

42.3. If the Parties have not been able to resolve the dispute within the agreed timeframe, the Parties may agree to attempt to resolve it by mediation in accordance with the Centre for Effective Dispute Resolution, (CEDR) Model Mediation Procedure

42.4. Depending on the outcome of the mediation process, the Parties may (among other options) either reach agreement, request the mediator to make a recommendation, withdraw from the process or opt for further action, which may include both Parties submitting to binding arbitration

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

43. CHANGE OF CONTROL

43.1. The Agent must notify ATOC in writing within one month after a Change of Control (as defined by Clause 43.2) in the Agent or its holding company. ATOC may (as set out in this Clause) terminate this Agreement by notice in writing if there is a Change of Control which ATOC reasonably believes will have a material effect on the Agent's ability to fulfil its obligations under this Agreement. ATOC shall only be permitted to exercise its rights pursuant to this Clause 43.1 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.

43.2. For the purposes of Clause 43.1 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:

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

43.2.2. 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.

44. MANAGEMENT INFORMATION

44.1. The Agent is obliged under this Agreement to provide management information about corporate customers and individual Customers to the Operators in accordance with Schedule 15.

SCHEDULE 1 – OPERATORS

#	Operator	Company Number
1.	Abellio East Anglia Limited	07861414
2.	Scotrail Trains Limited	SC328826
3.	Transport for Wales Rail Limited	12619906
4.	MTR Corporation (Crossrail) Limited	08754715
5.	Trenitalia c2c Limited	07897267
6.	London North Eastern Railway Limited	04659712
7.	Abellio East Midlands Limited	09860485
8.	Govia Thameslink Railway Limited	07934306
9.	First Greater Western Limited	05113733
10.	TransPennine Trains Limited	12544930
11.	Grand Central Railway Company Limited	03979826
12.	Hull Trains Company Limited	03715410
13.	SE Trains Limited	04860660
14.	Arriva Rail London Limited	04165861
15.	Merseyrail Electrics 2002 Limited	04356933
16.	Northern Trains Limited	03076444
17.	Caledonian Sleeper Limited	SC328825
18.	West Midlands Trains Limited	09860466
19.	First MTR South Western Trains Limited	07900320
20.	The Chiltern Railway Company Limited	03007939
21.	XC Trains Limited C/O Arriva PLC	04402048

22.	First Trenitalia West Coast Rail Limited	10349442
23.	East Coast Trains Limited	08765536

The list of operators may change according to the franchising agreement. The current list is available on request.

SCHEDULE 2 – AGENT'S FEE

The arrangements set out in detail in this Schedule 2 and summarised in Appendix 1 to this Schedule 2 are not intended to prevent the Agent from entering into separate contracts with any other party for the provision of retailing services, including the conclusion of bilateral arrangements between the Agent and an Operator or Operators. Such contracts shall not release the Agent from its obligations under this Agreement.

The Agent's Fee each Settlement Period shall consist of commission in respect of the Price of the Rail Products sold or Issued, as reduced by any Refunds made during the Settlement Period, and any applicable discount payable, and net of any applicable Value Added Tax and shall be calculated as follows:

1 Sales Through Public Telephone Call Centres

1.1 Sales through telephone call centres that are used by the general public irrespective of whether the call centre has a generic, national branding or a specific Operator branding shall attract a commission rate of 9.0% fixed for the period up to 31 March 2025.

2 Sales Through Public Internet Sites

2.1 Subject to paragraph 2.4, and for the period from 1st April 2025, the commission rate for sales through public internet sites with generic national branding will be 4.5% for all sales, following which the provisions of paragraph 7.1 of this Schedule 2 shall apply.

2.2 Sales through Operator-branded public internet sites shall attract commission on the same basis as described in 2.1 above

2.3 For the avoidance of doubt, the inter-TOC commission rate and arrangements for Internet sales will be identical to the public internet rate and arrangements described in 2.1 above. The TSA has been updated to reflect this change.

2.4 The commission rates in this Section 2 of Schedule 2 shall apply irrespective of the method by which the customer accesses the internet (for instance, by personal computer or mobile telephone or other device).

2.5 All the arrangements in this Section 2 shall come into effect from the Effective Date of this Agreement.

3 Sales to Corporate and TA/TMC Customers

3.1 Such sales shall be defined as those resulting from specific agreements that the Agent has with corporate customers and Travel Agents/Travel Management Companies (TA/TMCs), whether through the internet, specific corporate intranets or telephone call centres, either solely or in conjunction with third parties, for the provision of travel services. They shall not include the purchase of travel through an Agent-operated, public internet site by individual corporate travellers.

3.2 From 1st April 2025, all corporate and TA/TMC sales shall attract a commission rate of 3.5%

3.3 Corporate sales made through an Agent-operated business account facility on its public internet site to credit account customers that have transacted as such in the previous Quarter ("credit account") shall attract the prevailing industry TA/TMC commission rates, specifically 3.5% from the Effective Date of 1st April 2025. The Agent shall use all reasonable efforts to ensure that those accounts that fall into the scope of this paragraph 3.3 are treated as credit account customers from the start of the Quarter following the previous Quarter in which they commenced transacting as such. For the purposes of this paragraph, "Quarter" shall mean each sequential three (3) Settlement Periods or four (4) Settlement Periods in the final quarter in any RSP Year.

3.4 Where corporate sales are transacted through an Agent-operated business account facility using normal credit/debit cards, or other consumer payment methods, including electronic means and do not benefit from an Agent credit account ("non-credit account"), the public internet commission rate shall apply on the first £50,000 of sales per account in any RSP year. Once such an account has exceeded the £50,000 sales threshold in any RSP year, it shall be moved on to the prevailing industry TA/TMC commission rates as specified in paragraph 3.3 from the beginning of the following RSP year and for all future sales in all future years. For the avoidance of doubt, if an account does not exceed £50,000 of sales in any RSP year, then the aggregate sales shall be reset to zero for the following year.

3.5 For the further avoidance of doubt, accounts which transact such sales both through a credit account and through normal credit/debit cards shall be subject to a £50,000 threshold on their aggregated sales. Once the threshold has been exceeded, all such sales, including any element of credit/debit card sales of less than £50,000, will move to the prevailing industry TA/TMC commission rate for all future sales in any future RSP year.

3.6 For the further avoidance of doubt, business account facility sales which are subject to the public internet commission rate as described in 3.4 shall be classified as public internet sales for the purposes of calculating overall commission payable in accordance with the provisions of paragraph 2.1 of this Schedule 2.

3.7 The Agent shall maintain a register of credit accounts and non-credit accounts as described in paragraphs 3.3 to 3.5. For non-credit accounts as described in paragraph 3.4, the register shall further identify which accounts have exceeded the £50,000 threshold and which accounts have yet to reach the threshold, subject to a minimum threshold of £5,000 below which such accounts do not need to be included on the register. The Agent shall make this register available to ATOC upon request upon reasonable notice and no more than twice a year, or more frequently to the extent that ATOC reasonably believes that the register is not being maintained in accordance with this paragraph 3.7. The register shall be used by ATOC only for the purposes of this paragraph and shall, for the avoidance of doubt, be treated as confidential information. The Agent shall co-operate fully in any ATOC audit of the register and shall promptly rectify any errors.

3.8 The Agent shall monitor sales through non-credit accounts, as described in paragraph 3.4 and shall ensure that any such accounts which have exceeded the cumulative £50,000 threshold by the end of the RSP year are moved from the public internet commission rate to the TA/TMC commission rate with effect from the beginning of the following RSP year. The Agent shall further ensure that the relevant register described in paragraph 3.7 is updated to reflect the changed commission status of any such accounts.

3.9 The arrangements described in paragraphs 3.3 to 3.8 are designed to enable the Agent to provide a service to small and medium-sized enterprises which generate sales of up to £50,000 per RSP year and are not intended to provide the Agent with a means of benefiting from a higher rate of commission on sales exceeding £50,000 by larger organisations by sub-dividing such larger accounts into accounts of less than £50,000. The Agent shall adhere to this principle.

3.10 The Agent shall use all reasonable efforts to identify where there has been a sub-division of the sales of any existing or future accounts into two or more accounts (subject to the minimum threshold of £5,000 as described in paragraph 3.7) and use all reasonable efforts to ensure that the register as described in paragraph 3.7 is not in contravention of the principle set out in paragraph 3.9 above and that commission rates are applied correctly as described in paragraphs 3.3 to 3.6 inclusive above.

3.11 If, at any time, whether as a result of ATOC's audit rights under this Section 3 of Schedule 2 or otherwise, it becomes clear that the commission rates being applied to corporate and TA/TMC sales as contained in the register as described in paragraph 3.7 do not conform to the arrangements set out in this Section 3 of Schedule 2, such commission rates shall be adjusted immediately by ATOC and financial recompense for any reasonable costs of audit and any deficit in commission payments suffered by the Operators, directly arising from the non-conformance, shall be paid by the Agent at the first available opportunity.

4 Charging of Fees by the Agent

4.1 The Agent may charge any purchaser of a Rail Product a fee in accordance with the provisions of Clauses 5.13 and 5.14 of this Agreement

4.2 The Agent shall be able to charge non-credit account purchasers of Rail Products through its business account facility additional fees (in addition to the relevant Price) provided that such fees are the same as those charged by the Agent on its public internet site. For the avoidance of doubt, this Clause 4.2 shall not apply to Agent credit accounts (including without limitation associated account facility fees) or non-credit accounts which exceed £50,000 aggregate sales in any RSP Year.

5 Accounting Arrangements

5.1 The Agent shall cooperate with ATOC and RSP in good faith to ensure that accounting arrangements are implemented that allow Agent sales under this Licence to be disaggregated in a way that allows the commission arrangements described in this

Schedule 2 to be applied. Specifically, this requires the Agent to use separate and specific National Location Codes (NLCs) for the categories of sales defined above, so that commission can be calculated accurately.

5.2 The Agent shall put in place a NLC structure which enables it to provide information pursuant to this Schedule 2 and for each category of sale described in Sections 1, 2, and 3 of this Schedule 2. The Agent will be liable for its own and any reasonable expenditure incurred by ATOC or RSP in implementing these arrangements.

5.3 Should, at any time, it become clear that the use and allocation of NLCs by the Agent is resulting in errors in regard to the commission paid to the Agent as a result of wilful misuse or gross negligence by the Agent, ATOC shall have the right, at its discretion, to terminate this licence for breach or terminate the commission arrangements set out in this schedule and undertake a further review of commission.

5.4 Should such errors result from any other action or mistake on the part of the Agent, the Agent shall have ten (10) Business Days, or such other time as agreed between the parties to correct such errors. Financial recompense for any deficit in commission payments suffered by the Operators shall be paid by the Agent at the first available opportunity.

6 Commission extension

6.1 Commission rates shall be extended on a three year rolling basis. TOCs may review the overall level of commission at any time. Any resulting changes to the overall level of commission will be subject to a three year notice period (such notice to be in writing), starting from the beginning of the next financial year following such notice. As rates will be fixed until 31 March 2025, the earliest date commission could change would be 1 April 2027, subject to the above notice period.

7 Commission Reviews as a result of incorrect NLC structure

7.1 In the event that commission reviews are triggered either as a result of a failure to have set up the NLC structure described in Section 5 above (unless such failure is due to factors entirely beyond the control of the Agent) or as a result of errors to commission and settlement because of the Agent's incorrect use of NLCs due to wilful misuse or gross neglect, then the parties shall initiate, in good faith, discussions on the commission arrangements to apply. If they cannot agree commission rates then the arrangements shall be decided by the Board of ATOC Limited, subject to formal approval by ATOC's Commercial Board acting under its delegated authority from Retail Agents Scheme Council.

8 VAT

8.1 The commission rates detailed in this Schedule are stated net of any applicable VAT which shall be payable to the Agent by ATOC and/or RSP in addition to the commission rates.

APPENDIX 1

Summary of Agent's Fee Structure

1.1 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 as follows:

1.2 Commission rates are subject to review in accordance with the provision in Schedule 2

1.3 **Rates applicable to Public Internet Site(s)**

Date commission rate is applicable	Commission rate
From 1st April 2025	4.5% for all sales

1.4 **Rates applicable to Public Telesales**

Date commission rate is applicable	Commission rate
From 1st April 2025	9.0%

1.5 **Rates applicable to sales through Corporate Customers and Travel Management Companies**

Date commission rate is applicable	Commission rate
From 1st April 2025	3.5%

1.6 **Rates applicable to Operator White Label Sites**

Date commission rate is applicable	Commission rate
From 1st April 2025	As per Public Internet sites

1.7 The commission rates (and therefore the Agent's Fee) detailed in this Schedule are stated net of any applicable VAT which, if applicable, shall be payable by ATOC and/or RSP in addition to the commission rates (and therefore in addition to the Agent's Fee).

1.8 For the avoidance of doubt, in the event of conflict between this Appendix 1 and the terms detailed in Schedule 2, the latter shall prevail with respect to the calculation of the Agent's Fee.

SCHEDULE 3 – CLEARANCE AND SETTLEMENT PROCEDURE

1 General

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

1.1.1 Rail Products sold by the Agent;

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

1.1.3 Agent's Fee together with any applicable VAT;

1.1.4 RSP Service Charges; and

1.1.5 Ticket on Departure Fulfilment Charges and Barcode Fulfilment Charges, if applicable.

2 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 sold, Issued or Refunded by it during that Settlement Period. All such information shall be pushed to RSP:

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

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 accordance with the procedures as at the date of this Agreement.

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

3 Information about Non ToD transactions

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

3.1.1 The code, as supplied by RSP, for the location where the Rail Product was sold or Issued;

3.1.2 the date of issue and the period of validity;

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

3.1.4 the destination (unless validity is for journeys within a particular area, in which case the area of validity should be stated);

3.1.5 any requirements as to the route that must be taken or the Operators whose trains must or must not be used;

3.1.6 the class of accommodation;

3.1.7 the type of Rail Product;

3.1.8 the Price (including any applicable VAT) of the Rail Product;

3.1.9 if the rights and restrictions applicable to the Rail Product permit it to be sold only to a particular category of person, an indication of the category in question;

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 Rail Product 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 sell or Issue the Rail Product, the number of the Approved TIS; and

3.1.13 any other information relating to such Rail Product reasonably required by RSP (other than personal data relating to the customer) from time to time, and as agreed in accordance with Clause 35.

4 Information about ToD transactions

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

4.1.1 The Customer Transaction Reference ("CTR") for the Rail Product as supplied to the Agent's TIS by RSP.

5 Information about Discount Cards

5.1 The following information shall be provided by the Agent to RSP in respect of each Discount Card which is sold or Issued by the Agent under this Agreement, by the end of the Business Day after that Discount Card was sold or Issued:

5.1.1 The code, as supplied by RSP, for the location where the Discount Card was sold;

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 sell or Issue the Discount Card, the number of the Approved TIS;

5.1.7 subject to the provisions of Clauses 35 and 38 and the customer's consent, the name and contact details of the customer purchasing the Discount Card; and

5.1.8 any other information relating to such Discount Card reasonably required by RSP (other than personal data of the customer) from time to time, and as agreed in accordance with Clause 35.

6 Information about Reservations

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

6.1.1 The code, as supplied by RSP, for the location where the Reservation was sold, Issued or made;

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

6.1.6 the class of accommodation to which the Reservation relates;

6.1.7 the Price (including any applicable VAT) of the Reservation;

6.1.8 the amount of any VAT charged;

6.1.9 the number of the Approved TIS used to sell, Issue or make the Reservation;

6.1.10 subject to the provisions of Clauses 35 and 38 and the customer's consent, the name of the customer; and

6.1.11 any other information relating to such Reservation reasonably required by RSP (other than personal data of the customer) from time to time, and as agreed in accordance with Clause 35.

7 Information about Refunds

7.1 Where a Refund is made by the Agent in respect of an unused or partly used Rail Product (other than a mobile ticket or an e-ticket), the Agent shall return to RSP or hold a scanned image of a cancelled Ticket in support of said Refund. In respect of refunds relating to mobile and e-tickets the prevailing industry wide non-discriminatory process shall apply and any changes to that process shall be advised to the Agent by ATOC in line with any industry wide changes and corresponding timescales mandated by the Operators from time to time.

7.2 The Agent must provide to RSP the following information in respect of each Refund made by the Agent:

7.1.1 The code, as supplied by RSP, for the location where the Refund was made;

7.1.2 The date the Refund was made;

7.1.3 The amount of the Refund before the deduction of any administration fees;

7.1.4 The Rail Product in respect of which the Refund was made;

7.1.5 Whether the person to whom the Refund was made was charged an administration fee and, if so, the amount of such administration fee (including applicable VAT);

7.1.6 The net value of the Refund made; and

7.1.7 Any other information relating to such Refund reasonably 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 five (5) Business Days after the week in which the relevant Refund was made.

8 Information Supplied Incorrectly

8.1 If any information provided to RSP by the Agent under Paragraphs 3 to 7 is incomplete, fails RSP validation, is provided in a different format or in accordance with a different procedure from that as at the Effective Date or specified by RSP, RSP shall have discretion as to whether or not to Accept for Clearing the relevant Rail Product and/or Refund in that Settlement Period. If RSP elects not to do so it shall notify the Agent accordingly of this decision within five (5) Business Days and also advise the Agent within ten (10) Business Days of any reasonable costs which the Agent shall have to pay in respect of correcting this information for resubmission to RSP, so that the relevant Rail Product and/or Refund can be Accepted for Clearing in the subsequent Settlement Period.

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 the 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 estimate the value which should be Accepted for Clearing and the resulting Agent's Fee, and use these values as part of calculating the overall Agent Settlement Amount for the affected Settlement Period. RSP shall adjust any estimated values used once the information, which the Agent had failed to supply on time, has been Accepted for Clearing by RSP in a subsequent Settlement Period.

9 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 may estimate the part of the missing information that it needs for such purposes and shall base such estimate on such relevant information as is available to RSP.

9.3 The Agent shall co-operate with RSP, and provide it with such further information as it reasonably requires, enabling 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 Paragraph 9.2 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).

10 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.

11 Effect of Acceptance for Clearing

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

12 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 every ToD transaction it sells and every Refund it makes. Such information shall, as a minimum, be preserved in the case of Rail Products sold or Issued using an Approved TIS or Refunds made in respect of such Rail Products until that information has been received by RSP and in all other cases for thirty (30) Settlement Periods after the end of the Settlement Period in which the Rail Product was sold or Issued or, as the case may be, Refund was made.

12.2 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

12.3 With the exception of electronic data, which has been transferred to RSP, the information referred to in this Paragraph 12 shall be preserved electronically with an additional electronic copy held in a secure location.

13 Settlement of Revenues

General

13.1 This Paragraph 13 relates to settlement of revenues arising under this Agreement as a result of Rail Products sold, Issued or of Refunds made by the Agent which were Accepted for Clearing by RSP in that Settlement Period or any other amounts payable by the Agent in that Settlement Period.

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, and where "**Historic Settlement Amount**" shall be the amounts set out in Appendix 1 to this Schedule, and then as advised by RSP to the Agent from time to time.

13.3 If the Agent and RSP agree, then the Interim Payment for any Settlement Period can be increased above the value of the Interim Payment calculated in Paragraph 13.2(ii), provided that the Agent and RSP agree to this five (5) Business Days prior to the start of the Settlement Period concerned.

Notification to the Agent of Interim Payments

13.4 As soon as reasonably practicable, and in any event in Period 11 of year 1 in respect of Periods 1 to 6 of year 2, and in Period 5 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 in that Settlement Period.

Payment of the Interim Payment & RSP Service Charges

13.5 On each Interim Payment Date the Agent will pay to RSP the Interim Payment payable by the Agent on that date and any RSP Service Charge which is due for payment by the Agent to RSP on any given Interim Payment Date.

Calculation of the Settlement Amount

13.6 The Agent 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 customer 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 together with any applicable VAT;

PLUS

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

and PLUS

(e) the aggregate of any Ticket on Departure Fulfilment Charges and any Fulfilment Charges due for payment to the Operators.

13.8 The Agent will pay to RSP the Agent Settlement Amount (as calculated in accordance with Paragraph 13.7) less the Interim Payments, in respect of each relevant Settlement Period, on the relevant final settlement payment date as set out in Schedule 4.

Documents to be Supplied by the Agent to RSP

13.9 In respect of Rail Products sold, Issued and manual 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 ("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 36, detailing all Refunds made by the Agent and including the original refunded Rail Product, save for non-issues; and

(b) a summary, upon request, of all Rail Products which the Agent cancelled in that Settlement Period (including Rail Products stamped or marked “cancelled”).

13.10 If during the term of this Agreement the Agent achieves accreditation for an automated Refunds solution, then the relevant Approval Certificate shall apply in respect of any documentation required by RSP and Paragraph 13.9 shall not apply.

Rectification of Errors

13.11 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 (10) Business Days recalculate the Agent’s Settlement Amount for that Settlement Period and notify the Agent accordingly. The Agent has five (5) Business Days to accept such notification, or to refer the matter to the Dispute Resolution Process. If the amount notified to and accepted by the Agent in accordance with this Paragraph 13.11 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 Dispute Resolution Process.

Payment of the Settlement Amount

13.12 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.

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

13.14 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.

14 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.

15 Ticket on Departure Service ("ToD")

ToD Selling Obligations

15.1 When Rail Products are sold using ToD via a web based transaction by the Agent, they shall provide the customer with e-mail confirmation of the sale, and such confirmation shall comply with the requirements set out in Appendix 3 of this Schedule below, subject to amendment by ATOC from time to time.

ToD Fulfillment Charge

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

15.2A The ToD Fulfilment Charges for fulfilment at a self-service TIS and a ticket office TIS respectively shall be calculated on a variable basis as a percentage of the value of each separate CTR (as defined at paragraph 4.1.1 of this Schedule 3 above) on RDG's Live Sales Management database, subject to minimum and maximum fees where stated below.

15.2B For ToD fulfilment at a self-service TIS, the following fee structure shall apply:

15.2B.1 Subject to sub-paragraph 15.2B.3 below, a variable fee rate of 0.50% shall be due on all ToD fulfilment CTRs at a self-service TIS with a value at or above £15 per CTR.

15.2B.2 For CTR values of less than £15, a fixed minimum fee of 7.5p per CTR shall be due.

5.2B.3 For CTR values at or above £100, a fixed maximum fee of 50p per CTR shall be due.

15.2C For Window (i.e., a ticket office TIS) fulfilment, the fee structure set out at sub-clauses 15.2C.1 -15.2C.2 below shall apply:

15.2C.1 Subject to sub-clause 15.2C.2 below, a variable fee rate of 3.66% of the CTR value shall be due on Window (i.e., a ticket office TIS) fulfilment CTRs.

15.2C.2 Where a customer uses Window (i.e., a ticket office TIS) fulfilment and the CTR value results in a fee that exceeds £1.00 (one pound sterling), the variable fee rate set out at sub-clause 15.2C.1 above shall not apply, and the ToD Fulfilment Charge due shall instead be capped at £1.00 (one pound sterling) (the "**Window Fulfilment Fee Cap**").

15.2D These charges are included in Agent Settlement Amount as calculated in paragraph 13.7 of this Schedule 3.

15.2E Subject to sub-paragraph 15.2F below, this new fee structure shall apply on a three-year rolling basis such that any Operators' proposed changes to the fee structure set out in this Clause 15.2 shall be subject to a three-year notice period (such notice to be in writing), starting from the beginning of the next RSP Financial Year following such notice.

15.2F Any Operators' notice pursuant to sub-clause 15.2E above shall be subject to a prior consultation process between RDG/ATOC/RSP (on behalf of the Operators) and the TPRRA.

15.3 ToD Fulfilment Charges are only subject to change following formal approval by the Authority and any change shall be advised to the Agent by the ATOC Representative.

15.4 In circumstances where the sales commission associated with an individual Rail Product sold via ToD falls below the value of the ToD fulfilment charge due to the Operator whose TIS has been used to fulfil said sale, then the ToD Fulfilment Charge shall be capped at the level of the sales commission due to the Agent.

Inter Operator/Agent TIS Relationships

15.5 In order to participate in ToD, the TIS being used by the Agent to sell Rail Products must be specifically approved for that purpose by RSP and recognized by all other ToD approved TIS and vice versa. The Agent must ensure that it will have appropriate arrangements in place in order that it can comply with all requests from RSP in respect of complying with RSP ToD Accreditation Standards.

15.6 In order to comply with RSP ToD Accreditation Standards, the Agent will be expected to update any items which they may use to ensure that their TIS can continue to be recognized by all ToD approved TIS, now and in the future. If any of these updates require further RSP accreditation, RSP shall not be liable for any of these accreditation costs or any costs associated with developing and implementing such changes.

15.7 If the Agent becomes non-compliant in respect of the RSP ToD Accreditation Standards, the Agent shall be in breach of Paragraph 15.5 of this Schedule and will therefore have its ability to retail ToD withdrawn by RSP with immediate effect.

ToD Interoperability Testing

15.8 In order to participate in ToD, the TIS being used by the Agent shall participate in certain testing activities reasonably required by RSP from time to time, in order to ensure that items such as new Rail Products being introduced into ToD do not cause interoperability problems between and/or with other ToD Approved TIS.

15.9 The Agent must ensure that they have appropriate arrangements in place in order that they can comply with all reasonable requests from RSP to support interoperability testing between ToD accredited TIS as required. RSP will not be liable for any costs associated with such arrangements.

ToD Code of Practice

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

Agents' Customer Helpdesk

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

Monday – Friday	06:00hrs to 20:00hrs
Saturday - Sunday	08:00hrs to 18:00hrs
Bank Holidays	08:00hrs to 18:00hrs

15A **Barcode Fulfilment Charge**

15A.1 For each Barcode Ticket transaction carried out by the Agent, a Barcode Fulfilment Charge will be due from the Agent to RSP.

15A.2 The Barcode Fulfilment Charge is calculated as a percentage of the transaction value, subject to a minimum transaction value ("collar") and a maximum Barcode Fulfilment Charge ("cap"). The minimum transaction value ("collar") is £10, below which the Barcode Fulfilment Charge will be 0%.15A.

15A.3 Above the collar the Barcode Fulfilment Charge will be a rate of 0.08% subject to a cap of £0.30.

15A.4 The Barcode Fulfilment Charges are included in Agent Settlement Amount as calculated in Paragraph 13.7.

15B.1 The Agent may only use S-tickets as a method of fulfilment in accordance with the terms of their licence (Schedule 5 of the Agreement) which defines which products it can sell.

15B.2 For each S-ticket Transaction carried out by the Agent, an S-ticket Fulfilment Charge will be due from the Agent to RSP.

15B.3 The S-ticket Fulfillment Charge is calculated as 0.15% of the Transaction value.

15B.4 The S-ticket Fulfillment Charges are included in the Agent Settlement Amount as calculated in paragraph 13.6 of the Agreement.

16 Disaster Recovery & Business Continuity

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

17 Payment Card Industry Data Security Standard (PCIDSS)

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

18 Rail Availability Reservation Service (RARS2)

18.1 RSP may from time to time request, and if so requested the Agent shall provide, any information or statistics in the Agent's possession or control which relates to their historic, current or projected future use of the **Rail Availability Reservation Service (RARS2**). Any such information or statistics requested by must be provided by the Agent to RSP, within twenty (20) Business Days of any such request being made by RSP. For the avoidance of doubt, where the Agent operates hosted services on behalf of another retailer, it shall provide in response to any RSP request, a breakdown of RARS2 activity for each such hosted service.

18.2 If at any time the Agent proposes changes to its TIS, which have an impact on RARS2, then following the submission of the Agent's proposal, RSP shall assess the potential impact of such a proposal and depending on that assessment, RSP shall either:

(a) allow that development to proceed into Pilot as described in the 'RSP TIS Accreditation Guide RSPA2000', if the impact on RARS2 is not considered to be significant; or

(b) refer it to the RARS2 Policy Group for a strategic decision on whether to allow the development in its original form or suggest amendments, if the impact on RARS2 is considered to be significant.

18.3 If the development described in paragraph 18.2 of this schedule is approved by RSP or the RARS2 Policy Group for entry into Pilot, then the provisions of paragraphs 24.2 to 24.4 of this schedule shall apply during such Pilot.

19 Fraud Prevention

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

20 Not used

21 Liability of RSP

21.1 Subject to paragraph 13.11, 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 willful default of RSP.

22 Time Limits

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

23 Payments Free and Clear of Set-Off

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

24 Accreditation

24.1 If at any time the Agent wishes to make changes or add functionality to its TIS, then the Agent shall submit its proposals to RSP in the agreed format and in adherence with the processes and timescales as defined in the 'RSP TIS Accreditation Guide RSPA2000'.

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

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

24.4 The Agent shall provide such evidence as shall be requested by RSP that any Accreditation Incidents have been resolved, before RSP can close them on JIRA. RSP shall review all outstanding Accreditation Incidents at the end of any Pilot and the Agent's TIS shall only be allowed to exit Pilot once all outstanding Category 1 and Category 2 Accreditation Incidents have either been resolved by the Agent and closed by RSP on JIRA or have been downgraded by RSP on JIRA to Category 3 Accreditation Incidents. At this point the Pilot shall be deemed to have been completed and RSP shall issue the Approval Certificate to the Agent as proof of accreditation.

APPENDIX 1
Historical Settlement & Interim Payment Amount

Historical Settlement and Interim Payment details are available from RSP on request.

RSP shall notify the Agent by email of the ongoing updates to this Appendix 1, for the duration of this Agreement, in line with Paragraph 13.4 of Schedule 3 of this Agreement.

APPENDIX 2

Initial Value of Security – Clause 23.2

The Agent shall be required to have and to maintain an initial bond, guarantee or other form of security or a combination thereof in the favour of RSP in accordance with clause 23.2 of this Agreement.

At the time of signing this Agreement, the initial value of Security shall be **£ AMOUNT (AMOUNT IN WORDS pounds, Sterling)** as determined by RSP in accordance with Clause 23.2 of this Agreement.

APPENDIX 3

ToD Booking Email Confirmation – Schedule 3 Paragraph 15

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

- Ticket Collection Reference (8 Character CTR Reference) – M & B
- Journey Details i.e. Date, Origin, Destination, Route, Reservations - M
- Ticket Type - O
- Individual Fare Paid - O
- Total Fares Paid - M
- Other Non Rail Charges associated with the Booking - M
- Number of Passengers - O
- Passenger Name – M & B
- Carrier Train Company Name - O
- Last four digits of Payment Card used - M
- Payment Card Type (e.g. VISA) - O
- Name of [Agent] making the Booking – M & B
- Contact details and instructions for contacting the [Agent] – M & B
- Reference to National Conditions of Travel - M
- Conditions of issue i.e. Same Payment Card required for Collection – M & B
- Message: Please allow 20 minutes to collect your ticket at the station – M & B
- Message: This is not a travel ticket – M & B

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

SCHEDULE 4 – SETTLEMENT PERIODS AND PAYMENT DATES

Settlement Periods and Payment Dates for the Following Financial Year

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

- RSP shall notify the Licensee by email of the Settlement Periods and Payment Dates for the current Financial Year.

SCHEDULE 5 – LIST OF RAIL PRODUCTS AUTHORISED FOR SALE BY THE AGENT

1 RAIL PRODUCTS THE AGENT IS OBLIGED TO SELL

Subject to the restrictions on the Agent's authority under this Agreement the Rail Products that the Agent is authorised to sell or Issue shall consist of those meeting the criteria in (a) to (f) below, with the exception of those specifically identified in the list of products that the Agent is not authorised to sell or Issue in 2 below.

(a) Rail Products 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 in advance in writing;

(b) all other Rail Products for which the Fare is specified in internal Knowledge Base (iKB) which is in force and has been made available to the Agent by ATOC;

(c) Reservations relating to Rail Products;

(d) Rail Products purchased using Discount Cards, specifically: 16-25 Railcard, Friends and Family Railcard, Senior Railcard, HM Forces Railcard, Disabled Person's Railcard, Network Railcard; Two Together Railcard;

(e) Changes to a Rail Product sold or Issued under this Agreement in accordance with the rules of such Rail Product but not including Excess Fares and Upgrades; and

(f) such other products which may be settled through the services of RSP as ATOC may notify to the Agent from time to time.

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) Rail Products purchased with the benefit of a railways staff privilege card;

(b) Discount Cards which are intended for use by specific groups, i.e. Disabled Person's Railcard and HM Forces Railcard;

(c) Season tickets;

(d) ITX Fares or other net fares; and

(e) Eurostar Interlining Fares

3 RAIL PRODUCTS WHICH THE AGENT IS NOT OBLIGED TO SELL

The Agent may add other Rail Products to this list with the written consent of ATOC

(a) Excess Fares;

(b) Upgrades;

(c) Discount Cards (excluding the Disabled Person's Railcard and HM Forces Railcard), specifically: 16-25 Railcard, Friends & Family Railcard, Senior Railcard, Network Railcard; Two Together Railcard;

(d) Rail Products sold or Issued in exchange for Warrants or Exchange Orders;

(e) Integrated Rail Products, where they contain elements that are not zero rated for VAT; and

(f) Sleeper services

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 alterations that are provided in the RSP Data;

1.2 All variations to the National Timetable or Routes as may be shown in supplements to the National Rail Timetable and any other publication received by the Agent; that are provided in the RSP Data;

1.3 All Fares contained within the RSP Data, published promotional Fares (provided by ATOC) and Routes as updated from time to time;

1.4 Subject to Schedule 5, all available types of Rail Products for national travel and related restrictions and applicable conditions of travel for any journey as contained within RSP Data;

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; and

1.6 Details of the availability of Rail Product 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 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 An audit of the Site (or Sites) conducted not more than 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.

2.1.2 A programme of Customer Satisfaction Monitoring, carried out on a continuous basis.

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 it 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 Dispute Resolution Process described in Clause 42 of this Agreement. Failure to comply with a decision resulting from application of the Dispute Resolution 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 clearly and accurately on the Site. The Agent is not obliged to undertake a transaction the value of which is less than £10.

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 the Parties agree to amend the range of Rail Products that the Agent is required to offer for sale, ATOC and the Agent will agree 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 rail 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

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

5.2 The Agent shall ensure that the ATOC Accreditation Mark is displayed on its site, once it is Accredited to do so.

6 NATIONAL RAIL CONDITIONS OF TRAVEL

6.1 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 CUSTOMER COMMENTS

7.1 The Agent must provide a means for customers to make comments and complaints about the service provided by the Site.

7.2 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 to the Agent in writing in advance.

8 REFUNDS

8.1 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.

8.2 The Agent must comply with any applicable best practice guidelines used by the Operators documenting the arrangements for processing Refund applications as supplied to the Agent from time to time by ATOC in writing in advance.

9 RESERVATIONS

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

9.2 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.

9.3 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.

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

10 DESPATCH OF TICKETS

10.1 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.

10.2 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.

10.3 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.

10.4 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.

11 SITE ACCESS

11.1 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.

11.2 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.

12 INFORMATION THAT MUST BE DISPLAYED ON THE SITE

12.1 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.

12.2 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).

12.3 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.

12.4 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.

12.5 In addition to the general obligation on the Agent not to bring the Rail industry into disrepute, the Agent must also take steps to ensure that content displayed on the site, whether directly hosted, available via a link from a third-party site, or user-generated (e.g. blog) does not compromise, or induce users to compromise, the industry's reputation.

13 CUSTOMER COMMUNICATION

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

14 CUSTOMER HELP

14.1 The Agent will provide a Telephone Help service for ticket delivery and after-sales queries and ensure that calls to it are answered promptly.

14.2 The Agent will provide for the Telephone Help service to be available as follows except for Christmas Day:

06:00 – 20:00 Monday to Friday
08:00 – 18:00 Saturday and Sunday
08:00 – 18:00 Bank Holidays

14.3 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 Dispute Resolution 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.

15 CUSTOMERS WITH A DISABILITY

15.1 In the performance of its obligations under this Agreement, 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, in the performance of its obligations under this Agreement, operate to the same standards as operated by ATOC for the nationalrail.co.uk site as notified to the Agent in writing in advance. For the avoidance of doubt, if the Agent is required to carry out further work in order to comply with this Paragraph 15, 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.

15.2 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.

16 TICKET VALIDITIES AND CONDITIONS

16.1 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.

17 METHODS OF PAYMENT

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

18 SECURE PAYMENT ARRANGEMENTS

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

19 FRAUD

19.1 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

20.1 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.

20.2 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.

21 CHANGES

21.1 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.

22 DISPUTES

22.1 The parties will resolve any disputes arising under the Standard in accordance with the Dispute Resolution Process described in Clause 42 of this Agreement

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 Whilst there is no formal compliance process relating to Telephone Sales Centres, ATOC reserves the right to carry out audits on an ad hoc basis should it have reasonable grounds to believe that the Agent is not compliant with the terms of this Agreement relating to Telephone Sales Centres.

2.2 The scope and content of such an audit will be determined by ATOC but could be expected to be similar to the formal compliance audit process described in the ATOC Standard for the Operation of Internet Sites in this Schedule 7 and shall be limited to assessing compliance with the terms of this Agreement relating to Telephone Sales Centres.

2.3 ATOC also reserves the right to introduce a formal compliance audit process for Telephone Sales Centres should the Operators or the Authority direct it to do so.

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. The Agent is not obliged to undertake a transaction the value of which is less than £10.

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 the Parties agree to amend the range of Rail Products that the Agent is required to offer for sale, ATOC and the Agent will agree a reasonable date from when such Rail Products are to be offered for sale.

4.5 In cases where a customer enquiries about a Rail Product or rail 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 NOT USED

6 NATIONAL RAIL CONDITIONS OF TRAVEL

6.1 The Agent must make clear to customers:

(a) that the sale and use of Rail Products are subject to the National Rail Conditions of Travel; and

(b) how and/or where the customer may view the National Rail Conditions of Travel.

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 to the Agent in writing in advance.

8 CALL HANDLING CAPACITY

8.1 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.

8.2 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.

9 TELEPHONE NUMBERS AND CALL ANSWERING STANDARDS

9.1 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.

9.2 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.

9.3 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 8.2.

9.4 The Agent will ensure that, at all times, callers are dealt with in a courteous and polite manner.

10 REFUNDS

10.1 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.

10.2 The Agent must comply with any best practice guidelines used by the Operators documenting the arrangements for processing refund applications as supplied to the Agent from time to time by ATOC in writing in advance.

11 RESERVATIONS

11.1 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.

11.2 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.

11.3 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.

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

12 DESPATCH OF TICKETS

12.1 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.

12.2 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.

12.3 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

12.4 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.

13 INFORMATION THAT MUST BE DISPLAYED ON PUBLICITY MATERIAL

13.1 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.

13.2 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.

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

13.4 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.

14 CUSTOMER COMMUNICATION

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

15 CUSTOMERS WITH A DISABILITY

15.1 In the performance of its obligations under this Agreement, 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, in the performance of its obligations under this Agreement, operate to the same standards as operated by ATOC for the NRES Call Centre as notified to the Agent in writing in advance. For the avoidance of doubt, if the Agent is required to carry out further work in order to comply with this Paragraph 15, 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.

15.2 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.

16 TICKET VALIDITIES AND CONDITIONS

16.1 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 customer can on request obtain written details of such conditions. The Agent will ensure that customers are asked to confirm acceptance of the terms and conditions before or at the time of purchase.

17 METHODS OF PAYMENT

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

18 FRAUD

18.1 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.

19 ATOC ACCREDITATION MARK

19.1 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.

20 CHANGES

20.1 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.

21 DISPUTES

21.1 The parties will resolve any disputes arising under the Standard in accordance with the Dispute Resolution Process described in Clause 42 of this 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.
ATOC Compliance Audit	-	means the survey and/or audit to determine whether the Agent is complying with his obligations under the Agreement.

2 THE ATOC COMPLIANCE AUDIT

2.1 ATOC will commission a continuous programme of Customer Satisfaction monitoring to assess satisfaction levels with the Agent's public internet sales site. 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 In addition to the Customer Satisfaction survey activity, 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 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 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 the Dispute Resolution Process shall apply.

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 be invoked in accordance with Paragraph 3.2.4 above.

3.6 In the event of a dispute regarding the content of the Plan, the Dispute Resolution Process shall apply.

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) The extent to which the Agent does not comply with any other aspect of the relevant ATOC Standard;

(b) Progress made since the ATOC Compliance Audit triggering the initiation of Improvement Action;

(c) Evidence available of anticipated further improvement and the date by which such improvement will be achieved;

(d) The extent to which failure was due to circumstances outside the control of the Agent.

(e) 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 the 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 (which shall not be less than 28 days) 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 32.2.1, 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, save for the Agent's Fee payable up to the time in which such Authorisation is withdrawn.

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 and only during the period where the following circumstances exist) 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 or for any other disputes arising under this Schedule, the Agent may invoke the Dispute Resolution Process detailed in Clause 42 of this Agreement.

SCHEDULE 9 – MARKETING AND PROMOTION PLAN

1 PURPOSE

1.1 The purpose of the Marketing and Promotions Plan (M&PP) are;

1.1.1 for the agent to explain to ATOC how it intends to promote the sale of Rail Products to the benefit of the Operators and how it intends to contribute to industry growth;

1.1.2 to provide a point of reference against which ATOC can audit the Agent's compliance with the Agreement.

2 CONFIDENTIALITY

2.1 The contents of the M&PP will be confidential to the Agent and no person other than ATOC Limited and the Agent (and specifically not including any Operator) has any rights to view the M&PP.

3 APPROVAL

3.1 The M&PP will be assessed by ATOC and deemed acceptable unless ATOC can demonstrate that it fails to meet the 'Specification' - see 4.1.1 to 4.1.7 inclusive, the ATOC Standards or any other Licence condition.

4 SPECIFICATION

4.1 The M&PP must set out as a minimum:

4.1.1 the Method(s) of Retailing and Site(s) through which it is intended to make Rail Products available for sale;

4.1.2 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;

4.1.3 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;

4.1.4 details of the market sectors to be targeted (i.e. business, leisure) and a description of the geographical areas to be covered;

4.1.5 how it is intended to inform the Operators about the implementation of promotions so that they can prepare for the forecast demand;

4.1.6 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 Agent 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;

4.1.7 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 CORAC in accordance with clause 4.2 of the Agreement any National Rail training standard that might apply from time to time

5 DISPUTES

5.1 The parties will resolve any disputes arising under this Schedule in accordance with the Dispute Resolution Process described in Clause 42 of this Agreement.

SCHEDULE 10 – METHODS OF RETAILING AND PERMITTED LOCATIONS

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) Public Internet Site

(2) Corporate Retailing

(3) Telesales Centre

(4) Mobile Retailing

(5) Other methods as agreed with ATOC and RSP periodically

Part 2 – Permitted Selling Locations

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

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

Part 3 – Issuing Locations

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

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

Part 4 – Sites operating under other ATOC, Operator or other licenses or arrangements

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

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

SCHEDULE 11 – NATIONAL RAIL CONDITIONS OF TRAVEL

The Agent shall ensure that its Site enables users to view the up-to-date National Rail Conditions of Travel. These are subject to change from time to time and the current version is available via the following link:

https://www.nationalrail.co.uk/nrcot/

SCHEDULE 12 – LICENCE FEES

The annual Licence Fees are non-discriminatory and reflect the cost to ATOC/RSP of activities to support the Licence. The respective ATOC Licence Fees are described in Part 1 and Part 2 of this Schedule 12.

ATOC/RSP may modify the Licence Fees accordingly, provided always that any such modifications are reasonable and are applied in a non-discriminatory way.

The Licence Fee reflects the costs that ATOC and/or RSP incurs in sourcing services from its suppliers, or providing the services itself, 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.

Part 1 – ATOC Components of the Licence Fee:

The ATOC Licence Fee will be increased in accordance with RPI with effect from 1 April of each year of the term of the agreement.

Support Provided	**Activity & Annual Charge**	**Basis of Charging & Conditions**
Contract Management and Compliance Monitoring	£15,000	• Subject to review from time to time based on account management and retail support activities; compliance activities plus any associated third party supplier costs

Part 2 – RSP Components of the Licence Fee (RSP Service Charges)

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 and notified to the Agent in advance in writing;

"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 2 and 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 and the making of Refunds 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 an 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 OBLIGATION

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 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 and the making of Refunds 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 effect 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 LICENCESD DATA

4.1 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 LICENCED DATA

7.1 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 33 shall apply.

APPENDIX 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 and the making of Refunds in accordance with this Agreement.

Part B - Sub-Contractors and sub-Sub-Contractors

APPENDIX 2

Licensed Data

The data necessary for the Agent to provide Train Service Information and retail Rail Products and make Refunds in accordance with this Agreement including, but not limited to the rail timetable feed, Fares feed and the routing guide data as made available by RSP.

SCHEDULE 14 – SELF-CERTIFICATION TEMPLATE

1 CRITERIA AND STANDARDS

1.1 The Agent shall comply with the Agent Control Objectives (as defined below) 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:

The 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 management framework which ensures they are:

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

(b) Internal Control Environment Objective:

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

(i) Control Principles:

Management should operate effective internal controls by:

- Authorising, controlling and recording all changes to their RSP Approved TIS and associated business processes;
- Retailing rail products through RSP Approved TIS in accordance with ATOC retailing instructions and relevant RSP instructions notified to the Agent by ATOC or RSP in writing;
- Capturing data, processing and supplying RSP with information in a complete, accurate and secure manner in accordance with RSP procedures; and
- Managing contractors and suppliers effectively;

(c) Monitoring and Compliance Objective:

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

(i) Control Principles:

Management should ensure and report compliance by:

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

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

2 ANNUAL LETTER OF ASSURANCE

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

(a) that the Agent has designed, implemented and operated its own controls, objectives, policies and procedures in respect of compliance with this Agreement and that the Agent has met each of the Agent Control Objectives;

(b) details of any material deficiencies by the Agent to the requirements of this Agreement or the Agent Control Objectives together with any mitigating action taken;

(c) details of any material deficiencies, risks or areas of concern that are outside the control of the Agent (for example RSP or their service providers) which the Agent, having already factored them into the Agent's own consideration of materiality and risk, determine should be factored into RSP's own risk management model.

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

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

Assurance. RSP shall advise the Agent of the annual submission deadline for the "Directors' Control Statement" each calendar year.

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

(a) reviewing the Annual Letter of Assurance, Directors' Control Statement and the Agent Audit Procedures;

(b) determining and, if necessary, agreeing with the Agent that additional work may be necessary to 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 (under the Agent's supervision) in order to provide the Ticketing and Settlement Scheme Council and the directors of 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 the Agent who is the subject of an audit or visit connected with the Management Audit, to verify the identity of the auditor with RSP.

3.4 Upon completion of the Management Audit, RSP shall forward to the Finance Director (or other similar authorised representative) of the Agent in draft form a copy of the Management Audit report.

3.5 RSP shall provide an opportunity for the Agent to attend a review meeting at the end of each audit or visit connected with the Management Audit and to review a copy of the draft Management Audit report.

3.6 RSP shall issue the final Management Audit report to the Agent addressed to the Finance Director (or other similar authorised representative).

3.7 The final Management Audit report will be presented at the next available meeting of the relevant RSP Board Audit Sub-Committee. If so determined the final Management Audit report, or extracts, will be presented to the RSP Board Audit Committee.

3.8 RSP shall follow-up and initiate an escalation process, within a reasonable and agreed time, to ensure that any key issues flowing from an audit or visit connected with the Management Audit are reported and appropriate action taken.

SCHEDULE 15 – MANAGEMENT INFORMATION

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

2 GENERAL PROVISIONS

1.1 All individual customer data and corporate customer data referred to in this Schedule 15 shall remain the property of the Agent.

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

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

(b) the customer has consented to the provision of such customer data to the Operator for these purposes.

1.3 The provision of the information to Operators as set out in this Schedule 15 shall:

(a) not be subject to warranties or indemnities from Operators in favour of the Agent; and

(b) be provided to Operators free of charge.

2 INDIVIDUAL CUSTOMER DATA

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

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

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

2.3 The data extract shall include:

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

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

2.5 Data Protection statements shall be amended to enable Operators to collect, hold and use data to communicate with customers for the purposes set out in this Schedule 15 (subject to customer permission).

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

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

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

- The Agent and the Operator and its parent Owning Group may send you useful product and service information relevant to your booking, including offers and discounts for future bookings through us. We will however NOT provide your details to any third party, except in accordance with our terms and conditions, other than the train company you travel with (where a reservation was made at the time of booking). If you do not wish to receive this information simply un-tick the box [pre-ticked box]

- The Agent may send you special offers and exclusive discounts about the product and services of our carefully selected partners. If you would like to receive such information click "Yes Please" if you do not wish to receive such information select "No Thanks". We will however NOT provide your details to any other third party, except in accordance with our terms and conditions and other than the Operator company you travel with. [un-ticked box]

- Click here to view our Privacy Policy.
- Please tick this box to confirm that you accept our terms and conditions [un-ticked box]

3 CORPORTATE CUSTOMER DATA

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

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

Single or Return Journey	1A	R – Return or S – Single

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

4 SET-UP PROCEDURE

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

5 INDEMNITY

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

SCHEDULE 16 **– BOND TEMPLATE**

[On the Letterhead of the Issuing Bank]

To: Rail Settlement Plan Limited
1st Floor North,
1 Puddle Dock,
London EC4V 3DS

DATE

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

Rail Settlement Plan Limited ("**RSP**"), Registered No. 3069042, whose registered address is at 1st Floor North, 1 Puddle Dock, London - EC4V 3DS has entered into a third party investor licence agreement (the "**Agreement**") with the Agent.

The Agreement requires the provision of a bond (the "**Bond**") in the amount of **£xxxxx (amount in words, pounds Sterling)** to guarantee payment by the Agent of amounts due to RSP pursuant to the Agreement.

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

1. the Demand is received by the Issuing Bank via [**fax or email or registered letter or DocuSign**] and contains an authorised signature;

2. the Issuing Bank's total aggregate liability hereunder shall not exceed [£AMOUNT];

3. the Issuing Bank's total liability hereunder shall expire on the earlier of:

   (i) 5pm (London time) on the [DATE]; or

   (ii) the date on which this Bond is delivered to the Issuing Bank at:

   [contact details of the Issuing Bank];

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

4. a Demand must be received by the Issuing Bank by 5 pm (London time) on or before the Expiry Date;

5. the rights of RSP under this Bond may not be assigned to any other party;

6. this Bond shall not in any way be discharged, diminished or affected by:

(i) the granting of time or indulgence to the Agent;

(ii) any re-organisation, insolvency, liquidations, winding-up, receivership or other incapacity of the Agent;

(iii) any variation of the terms of the Agreement; or

(iv) any defences available to the Agent; arising from an alleged breach by RSP or its members of the terms of the Agreement;

7. RSP shall not be obliged to take legal proceedings or other steps against the Agent, before enforcing this Bond;

8. this Bond shall be automatically cancelled and all obligations and liabilities terminated and discharged at 5 pm (London time) upon the Expiry Date with no further liability on the part of the Issuing Bank except for any valid Demand presented under this Bond that remains unpaid. From the Expiry Date, this Bond shall be void whether it is returned to the Issuing Bank or not;

9. the Issuing Bank's liability under this Bond shall commence on the Effective Date;

10. for the purpose of this Bond, the "**Effective Date**" means the date on which this Bond is issued by the Issuing Bank;

11. This Bond shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any disputes hereunder.

Yours faithfully,

_____
[BOND ISSUER]
as Issuing Bank

Agreed and acknowledged:

_____
For and on behalf of
Rail Settlement Plan Limited

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

XXXXXXXXXXX Limited

Signed by

……..

Director's name

……..

Director

For and on behalf of XXXXXXXXXX Limited

ATOC Limited

Signed by

……..

Director's name

……..

Director

For and on behalf of ATOC Limited

Rail Settlement Plan Limited

Signed by

……..

Director's name

……..

Director

For and on behalf of Rail Settlement Plan Limited