

AGENT ADDRESS
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DATE

Dear Retailer,

AGENT NAME ("TPIL") VARIATION:
NEW TRIAL OF THIRD PARTY SEASON TICKET RETAILING

AGENT NAME (the "Agent") holds a TPIL Licence with ATOC Limited ("ATOC") and Rail Settlement Plan Limited ("RSP"), dated XX/XX/XXXX (as amended, supplemented or varied from time to time) (the "Licence").

For the avoidance of doubt:

- Unless otherwise defined in this letter, capitalised terms have the meanings given to them in the Licence; and
- Unless otherwise stated, references in this letter to a 'Clause', 'paragraph', or 'Appendix' are to clauses, paragraphs or appendices of this Letter of Variation, and references to clauses or paragraphs of the Licence are references to the corresponding clauses or paragraphs of the Licence (as defined above).

The parties have agreed that the Agent shall participate in a temporary trial to enable third parties to retail Season Tickets, as defined under Clause 3 below (the "ST Trial"). This Letter of Variation provides the terms and conditions of the ST Trial and the Variation of the Licence to give effect to the ST Trial.

1. Except as expressly varied by this letter, the Licence continues in full force and effect and governs the parties' relationship. In the event of any conflict between this letter and the Licence, this letter prevails only for the limited purposes of the ST Trial; otherwise, the Licence prevails. The terms of this Variation shall take effect from the date of signature, but the ST Trial itself shall not commence until the Effective Date (as defined in Clause 1515). This Variation shall commence for an **initial term of 12 months** and shall thereafter continue on a rolling 12-month basis, with notice to end the ST Trial capable of being given at any time, following which this Variation shall cease to have effect to the extent it relates to the ST Trial. For the avoidance of doubt, termination of this Variation affects the ST Trial only and, unless the Licence itself is terminated, this Variation shall not affect the term of the Licence (which continues in accordance with its own terms unless separately terminated). The parties agree to discuss in good faith, during the course of the ST Trial, any issues that may arise and which may result in changes to the terms that would apply to any extension of the Variation beyond the initial term.
2. In the following circumstances this Variation shall be terminated with immediate effect (and for the avoidance of doubt the parties shall revert to the terms of the Licence, as previously amended, at the date of signature of this Variation);
 - a. if the Agent fails to comply materially with the requirements set out in Appendix 1 and such failure persists for 10 Business Days after notice is given by ATOC and/or RSP requiring the Agent to remedy the same, in which case ATOC

and/or RSP shall give notice to terminate; or

- b. if the Agent fails to maintain and keep renewed the level of Security, in the form of a bond or other guarantee which is acceptable to ATOC and RSP (and which shall unless otherwise agreed in writing be calculated on the same basis as prior to this Letter of Variation), in order to cover the combined obligation associated with both their ST Trial business and non-Season Ticket business, in which case ATOC and/or RSP shall give notice; or
- c. an unforeseen event occurs which all three parties agree shall prevent the correct sale or settlement of Season Tickets, in which case the Agent shall give notice.

For the avoidance of doubt:

- (i) any breach by the Agent of its obligations in connection with the ST Trial (including any breach of this Variation) shall only entitle ATOC or RSP to terminate this Variation as provided herein, unless and to the extent that the facts also constitute a breach by the Agent of the Licence and would entitle ATOC or RSP to terminate the Licence; and
 - (ii) the amount of any Security and any adjustments to it shall be determined in accordance with clause 23.2 of the Licence, by reference to RSP's maximum exposure in any Settlement Period (as defined in the Licence).
3. The following additional definitions shall be inserted in clause 1.1 of the Licence:

“Season Ticket means a Ticket (including an Electronic Ticket, as defined in the National Rail Conditions of Travel) which allows the holder to travel for a period of 7 consecutive days or longer and will have one or more of the following characteristics:

- i) it shows the word “Season”; and/or*
- ii) it is endorsed with a Photocard number and/or*
- iii) is a Travelcard.”*

“Travelcard means a Ticket (including an Electronic Ticket as defined in the National Rail Conditions of Travel) which allows the holder to travel for a period of 7 consecutive days or longer and it shows the word “Travelcard”

4. The Agent agrees and warrants (in line with requirement 20 of Appendix 1) that:
- a. It will share a Season Ticket customer's data with the relevant carrier Operator(s), as may be necessary for the performance of this Variation, in accordance with the data sharing agreement set out at Appendix 4; and
 - b. When selling a Season Ticket to a customer it shall, from the Effective Date, inform such customer (and include in its privacy policy) that their personal data will be shared with the carrier Operator(s) which manage the trains and network on which the Season Ticket customer may undertake the journey for which their Season Ticket applies

in each case on the basis of legitimate interests of the Operator(s) for the specific purposes described in the data sharing agreement set out at Appendix 4.

5. The Agent will, prior to the Effective Date and then on the anniversary of the Effective Date thereafter, submit to ATOC and RSP for information:
- a. an annual sales forecast; and

- b. (without prejudice to any Marketing and Promotion Plan which has already been approved pursuant to clause 16 of the Licence), an annual Marketing and Promotion Plan;

together the “Annual Plans”

covering the sale of Season Tickets, each year during the term of the FST Trial.

6. The Agent will, during regular account meetings with ATOC/RSP, discuss progress against the Annual Plans pursuant to Clause 19.
7. The Agent agrees that it will support and align with the industry’s commitment to promote and migrate customers to smart ticketing (where rather than a paper ticket being issued the Agent issues Season Tickets in a digital ‘smart’ form (e.g. Smartcard or digital ticket) which is recognised by the relevant Operators (“Smart Ticket”)) in its Annual Plans and agrees that where the relevant Operator no longer offers paper Season Tickets for a particular journey the Agent will only offer a Smart Ticket for the same journey.
8. The Agent's fee arrangements set out in Schedule 2 of the Licence shall continue to apply to the sale of tickets other than Season Tickets. In addition, the following fee arrangements shall apply to the Agent's sales of Season Tickets via any method of retailing, and the following new clauses shall be inserted in Schedule 2 of the Licence, as follows:

“2A Sales of Season Tickets and Travelcards

2A.1 The Agent's fee for Season Tickets sold each Settlement Period shall be calculated as 2% commission on the price of Season Tickets (except Travelcards) and 1.5% commission on the price of Travelcards issued as reduced by any Season Ticket Refund made during the Settlement Period and any discount applicable (other than Passengers Charter Discount). This commission rate is net of any applicable VAT.”

and, in Appendix 1 of Schedule 2 of the Licence:

“1.3A Rates applicable to Season Tickets

Data commission rate is applicable	Commission rate
From [XXX]	2.0%”

The Parties acknowledge that the amendments to Schedule 2 set out in this letter constitute an Excepted Variation for the purposes of clause 36.2 of the Licence.

9. In the event that this Variation expires or is terminated and the sale of Season Tickets under its terms ends, any relevant personal data relating to holders of Season Tickets issued (or ordered but not yet issued) pursuant to this Variation which have unexpired validity at the time of such expiry shall be passed by the Agent to the relevant Operator as directed by ATOC or RSP for the purposes of providing any refund, duplicate, replacement or other relevant aftercare services in respect of such Season Ticket. The personal data to be provided in such circumstances to enable the relevant Operator to perform such aftercare services shall be the data described in requirement 19 of Appendix 1 insofar as it relates to the relevant Season Ticket. If, however, the relevant Operator agrees in writing, the Agent may retain the customer's personal data and shall then be responsible for providing any refund, duplicate, replacement or other relevant aftercare services under the terms of its pre-existing licence(s). For the

avoidance of doubt, nothing in this Letter of Variation shall affect existing arrangements for the sale of Season Tickets which the Agent has already entered into with parties other than ATOC or RSP, nor require the passing of any personal data to any Operator in respect of customers whose Season Tickets were issued pursuant to arrangements separate from this Licence.

10. Schedule 5 paragraph 1(a) of the Licence is amended as follows:

"Tickets (including Season Tickets) to be issued....." (then as written).

And Schedule 5 paragraph 2 of the Licence is amended as follows:

- Sub-paragraph (c) is amended to read *"Travelcard Season Tickets which do not comply with Transport for London's specifications"*;
- Sub-paragraph (f) is added reading *"local multi-modal Season Tickets, unless the Agent has been specifically authorised to sell them by the sponsoring local authority."*

11. The parties acknowledge that during the term of this Variation it is possible that the National Rail Conditions of Travel may be amended. RSP and /or ATOC will notify the Agent of any such amendments and this agreement shall be amended accordingly.

12. In respect of all Season Tickets sold pursuant to this Licence the Agent shall deliver the requirements detailed in Appendix 1 in all material respects. Prior to the Effective Date the Agent shall make any changes to existing Season Ticket sales systems and procedures that may be necessary to ensure delivery of these requirements.

13. The Agent shall, for each Settlement Period during the ST Trial, provide to ATOC and RSP the information detailed in Appendix 2.

14. The Agent shall for the duration of the term of this Variation meet the criteria set out at Appendix 3 (the **"Success Criteria"**).

15. The ST Trial shall not commence, and the Agent shall not issue Season Tickets pursuant to and under the terms of this Variation, until the Effective Date. The Effective Date shall be [XXX] or, if later, the day following the date on which ATOC and RSP have received the Agent's first Annual Plans, as provided for in Clause 5.5. Notwithstanding completion of the foregoing, ATOC and/or RSP may require that the Effective Date be deferred for a period of not more than two months from the date of signature of this Variation if necessary to ensure a common start among all ST Trial participants, on not less than ten (10) Business Days' notice.

16. Subject to Clause 15, the parties acknowledge their intention to achieve an Effective Date of [XXX]. In the event that the Effective Date falls on or after [XXX], ATOC and/or RSP shall have the right to immediately terminate this Variation, after which the Licence (as previously amended, supplemented, or varied) will continue unaffected.

17. The Agent warrants to ATOC and RSP that unless explicitly agreed in writing between the parties, no Season Ticket sold under the terms of any other licence shall be presented for clearing under the terms of this Variation; and no Season Ticket sold under the terms of this Variation shall be presented for clearing under the terms of any other licence.

18. ATOC and/or RSP shall conduct additional compliance activity during the term of the ST Trial to determine whether the Agent is complying with its obligations under the Variation to sell Season Tickets impartially and accurately. This activity, and any actions arising from it, shall be carried out in accordance with Schedule 8 of the **Licence** except that ATOC and/or RSP shall undertake additional specific mystery shopping exercises in relation to Season Ticket sales and the Agent's compliance with

this Variation shall be assessed against this. At ATOC and RSP's discretion there may be up to four rounds of mystery shopping during each 12-month period of the ST Trial.

19. During the term of this Variation the Agent will attend quarterly review meetings with ATOC and RSP to review progress in line with the Annual Plans and against the Success Criteria.

I would be grateful if you would signify your agreement to these terms by signing the final page of this letter via DocuSign.

Yours sincerely

Ola Ogun
CFOO, ATOC Ltd and RSP Ltd

Appendix 1 Requirements to be delivered for each Season Ticket sale

Ref	Requirement
1.	All Season Tickets must be issued using an RSP-approved Ticket Issuing System (TIS) linked to RSP's LENNON revenue management system, except where specifically agreed between the parties
2.	Agent's TIS must completely process each refresh file from the Fares database at each occurrence of a daily increment file
3.	Unless issued on smart media, all Season Tickets (including Travelcards) must be magnetically encoded
4.	All staff selling or issuing Season Tickets must have access to National Rail's online "Knowledgebase". Where they do not already have such access, Agent must provide a static IP Address to be registered by ATOC
5.	Agent must use an electronic Season Ticket Record database system to record the issue of monthly or longer Season Tickets. This must be capable of recording the data set out in requirement 23 below. This data must be made available to the relevant Operator as described in requirement 23
6.	All Season Tickets must, unless issued on smart media, be issued on the appropriate ticket stock, and it shall be the responsibility of the Agent to procure this from approved sources
7.	Where authorised to sell local "multi-modal" Season Tickets by the sponsoring Local Authority, Agent must use approved ticket stock or approved Smartcard design as determined by that Authority
8.	Agent must be able to issue Season Tickets with the following periods of validity: <ul style="list-style-type: none"> - one week or <ul style="list-style-type: none"> - any period between one month and one year And the agent must provide at least one retail channel enabling members of the public to purchase tickets with such periods of validity.
9.	Where tickets are issued in advance of their start date, the limitations on advance issuing set out in Knowledgebase must be complied with
10.	Annual Season Tickets or Annual Travelcards must be issued as Gold Cards where either the origin or the destination, or both, fall within the designated Gold Card area
11.	Where Annual Season Tickets or Annual Travelcards, which should be treated as Gold Cards, are loaded onto smart media, a Gold Card Record Card must be issued
12.	Unless an account arrangement is in place with a specific customer, the following methods must be accepted for full or, in combination, part-payment of Season Tickets: <ul style="list-style-type: none"> - Credit card, debit card or charge card - Travel Vouchers issued by the Train Companies which bear National Rail branding - Vouchers issued by Transport for London
13.	Corporate or personal cheques may be accepted as payment for Season Tickets at the discretion of the Agent
14.	Season Ticket Warrants may be accepted as payment for Season Tickets at the discretion of the Agent, provided that the Agent operates "automated settlement" systems

	Payment or part-payment for Season Tickets using physical National Rail branded travel vouchers issued by any of the Operators must be accepted. Agent must make and advertise appropriate arrangements for customers to send vouchers to them. Customers must not be required to supply such vouchers earlier than two weeks before the issue of the ticket
15.	Agent must ensure that current PCI-DSS compliance obligations are observed in relation to Season Tickets purchased with payment cards
16.	Agent must be able to issue Photocards to new customers, including making appropriate arrangements for customers to supply photographs
17.	Where a Season Ticket of one month or longer is issued for the first time the customer must be requested to complete an application form. This may be online, but in the case of retail channels which are not internet based a procedure must be in place to enable customers without access to the internet to complete the form
18.	Agent must maintain expeditious arrangements to deliver Season Tickets and/or Photocards to customers in line with their proposed target turnaround time for fulfilling orders from customers.
19.	Agent must align with the industry and specific Operator commitments to smart ticketing, specifically: <ul style="list-style-type: none"> • Cease fulfillment to paper ('magstripe') where a Smart option is available ('Smart' should be interpreted as smartcard, ITSO, barcode, e-ticket or other form of digital fulfillment as recognized by the relevant Operator) • Agent must not offer a paper fulfillment option if the carrier Operator's policy is for all Season Tickets to be fulfilled as a Smart option]
20.	The design of Season Ticket application forms must be approved by ATOC
21.	The Agent must inform customers at the time of purchase that their details will be shared with the carrier Operators for the specific purposes of providing information relevant to their journeys, administering their ticket and resolving any issues that may arise with their ticket
22.	Where Season Tickets with validity of one month or longer are sold, Agent must securely record the following personal data for each customer: <ul style="list-style-type: none"> • Name, address and contact details • status (adult or child) • Customer's Photocard number <p>And the customer's record should be updated with the following details for each ticket purchased</p> <ul style="list-style-type: none"> • Ticket issue date • Ticket start and end dates • Origin and destination and route • Class of travel (First or Standard) • Status (adult or child) • Any Passenger Charter Discount applied • Final price • Ticket number • Method of payment <p>These details must then be supplied to the carrier Operator(s) on the day of purchase, through an agreed mechanism and framework that is compliant with GDPR, pursuant to the data sharing agreement set out at Appendix 4.</p>

23.	Agent shall collect the required personal data from its customers. If Agent use a licensed database system to record such data, the terms of the licence must vest ownership of the data in the Agent and not the licensor. The parties acknowledge that where the agent operates "business travel" services for specific customers, the Agent may not possess full data about individual ticket holders. In such cases this obligation applies only to such data as the Agent possesses.
24.	Agent will be responsible for compliance with GDPR and shall be a Data Controller of the information collected from its Season Ticket customers
25.	Season Ticket application forms must: <ul style="list-style-type: none"> • Enable the customer to provide the required personal data • Advise the customer that their personal data will be recorded and shared with the carrier Operators for the specific purposes of providing information relevant to their journeys, administering their ticket and resolving any issues that may arise with their ticket • Advise the customer that in the event of the retailer ceasing to be licensed to sell Season Tickets pursuant to this Variation their data record will be passed to the carrier Operators
26.	Agent may at its discretion collect personal data from customers purchasing Weekly Season Tickets and if collected it must share this data with the carrier Operators for the purposes listed at requirement 23 above, but shall be under no obligation to collect such data
27.	Agent must process applications for refunds on Season Tickets issued by them, in accordance with the procedures set out in Knowledgebase, the obligations within the National Rail Conditions of Travel and all relevant standards
28.	Customers must be requested to supply reasonable information to support their request and must submit the original ticket with their application in line with the process and obligations described in the National Rail Conditions of Travel
29.	For refunds on monthly or longer tickets, details must be recorded in the customer's record
30.	Agent may charge an administration fee for processing refunds, such fee not to exceed £10
31.	Agent must not issue a duplicate season without the agreement of the lead Operator for the journey as set out in Knowledgebase and the National Rail Conditions of Travel. Every duplicate issued must be entered on the customer's record.
32.	Agent must substantiate the bona fides of each claim. In the absence of evidential support (such as a crime reference number) and unless agreed otherwise by the Lead Operator for the flow concerned, the Agent must, at its own cost, employ a contract or (which may, by mutual agreement, be an Operator) to interview the claimant. Except in the case of an Operator the contractor must employ staff who have a minimum of two years employment in a public transport revenue protection role. Note: this requirement will not apply to duplicates issued on smart media; separate instructions will be supplied in such cases.
33.	Agent may charge an administration fee for processing applications for duplicate Season Tickets, such fee not to exceed £20.
34.	If a customer wishes to change their journey during the validity of their Season Ticket (for example in the event of relocation) the procedure for Changeover Seasons set out in Knowledgebase and the National Rail Conditions of Travel must be followed, and the customer's record must be updated accordingly.
35.	Agent will be responsible for making refunds where circumstances require this, following processes described in Knowledgebase and the National Rail Conditions of

	Travel.
36.	No administration charge may be raised for Changeover Season Tickets
37.	In the event that a customer's Season Ticket becomes defective (for example if it ceases to operate ticket gates or becomes illegible through regular use) the Agent must on demand and on presentation of the original ticket, arrange the issue of a replacement Season Ticket as set out in Knowledgebase, and update the customer's record accordingly.
38.	No administration charge may be raised for replacement Season Tickets
39.	Where possible the customer should be issued with an application form and directed to a station on the line of route of their ticket. If the ticket is wholly illegible then the Agent alone will be responsible for undertaking the replacement
40.	When performing replacements Agent must devise a process to recover the defective ticket from, and send the replacement to, the customer as expeditiously as possible
41.	Agent must make appropriate arrangements to enable the customer to continue travelling during the replacement process. If this involves asking the customer to purchase day-of-travel tickets and submit them for refund, no administration fee may be charged for processing such refunds.
42.	Agent must prior to the Effective Date have provided its marketing plan to RDG/ATOC and explain how this will generate growth in the sale of Season Tickets.
43.	Agent must prior to the Effective Date have provided an annual sales forecast to RDG/ATOC
44.	Agent must have (or set up) either a bond or other appropriate financial guarantees with ATOC or must be a member of the TARIF scheme. Agent must be able to demonstrate that it is able to service increased levels of cover to reflect the additional level of business expected to be transacted. In the event that this Variation is terminated the level of cover shall be adjusted to reflect the level of non-Season Ticket business that is being transacted at the time.

Appendix 2

Information and statistics to be supplied to ATOC each 4-weekly accounting period during the ST Trial

Ref	Requirement
1	The number of "first time registered" Season Ticket customers added to the Agent's database, together with the photocard number of each such customer added. Such registrations must also be categorised into one of the following categories: <ol style="list-style-type: none"> i. individual customers purchasing on their own account; ii. customers purchasing tickets or their own travel-to-work use through a TMC arrangement; iii. customers purchasing tickets for use on company business through a TMC arrangement; iv. customers purchasing tickets through a TMC arrangement as part of a "Season Ticket loan book" scheme operated by the TMC.
2	Information about customer complaints/queries received each period, broken down by: <ol style="list-style-type: none"> i. Number of contacts received; ii. Subject category
3	Number of Season Tickets re-issued, broken down into <ol style="list-style-type: none"> i. Number of "Duplicate" (lost / stolen ticket) issues; ii. Number of instances where the total number of "Duplicate" Seasons for any person on the Season Ticket database exceeds two since the start of the ST Trial; iii. Number of "Replacement" (defective ticket) issues iv. Number of "mis-issues" cancelled and reissued due to operator error
4	The volumes of Season Tickets fulfilled to magstripe and Smart, and percentage split
5	The number of Season Tickets sold by the Agent at a price below the published fare, and the overall average discount applied in such circumstances

Appendix 3

Success Criteria

The Agent's performance under this Variation shall be monitored in line with the following Success Criteria:

1. Agent sales of Season Tickets.
The Agent shall be expected to use all reasonable endeavours to maximise the sale of Season Tickets and share with ATOC/RSP their annual sales forecast during the term of this Letter of Variation.
2. Smart Fulfilment
The Agent shall be expected to show growth of smart fulfilment for Season Tickets and continued reduction of magstripe fulfilment, subject to such smart fulfilment methods being made available and to Clause 7 of the main body of this Letter of Variation.
3. Customer Satisfaction
The Agent must maintain a high level of transparency in customer satisfaction by sharing customer service metrics with ATOC/RSP.

Appendix 4

Data Sharing Agreement Interpretation

The following definitions and rules of interpretation apply in this Season Tickets – Data Sharing Appendix (the “**DSA**”).

In the event of conflict with definitions used in the foregoing sections of this Third Party Season Ticket Retailing Variation (the “**2026 Season Ticket Variation**”) or the Licence (as defined in the main body of this 2026 Season Ticket Variation), definitions used in this DSA shall take precedence but only to the extent that such usage is in the context of this DSA.

Unless otherwise defined herein, capitalised terms used in this DSA shall have the definitions set out in the 2026 Season Ticket Variation or the Licence (as appropriate).

1.1 Definitions:

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Shared Personal Data: the personal data to be shared between the parties under paragraph 3 of this DSA. For avoidance of doubt, this does not include personal data that has been obtained by ATOC through other sources than the Agent.

Subject Access Request: the exercise by a data subject of his or her rights under Article 15 of the GDPR and the DPA 2018.

Supervisory Authority: the relevant supervisory authority in the territories where the parties to this Agreement are established.

SPoC: the following single points of contact: **Add Retailer Contact Details** email address of the Agent and enquiries@raildeliverygroup.com of ATOC and RSP

- 1.2 **Controller, Processor, Data Subject and Personal Data, Processing, Special Categories of Personal Data**, and "appropriate technical and organisational measures" shall have the meanings given to them in the Data Protection Legislation.

Purpose

- 2.1 This agreement sets out the framework for the sharing of **Personal Data** when one independent Controller (**the Agent**) discloses personal data to another independent Controller (**the Operator(s)**). It defines the principles and procedures that the parties shall adhere to.
- 2.2 Under this Season Ticket Variation the Agent will sell Season Tickets in accordance with its terms. This data sharing initiative is necessary to enable the relevant Operator to ascertain the identity of each Season Ticket user when the Season Ticket user seeks to travel. The data sharing is also necessary to allow the relevant Operator to enforce the terms of the Season Ticket contract between the relevant Operator and the customer.
- 2.3 As part of the Season Ticket Variation, of which this DSA forms part, the Agent and ATOC/RSP (on behalf of the Operators) have agreed the terms of a trial pursuant to which the Agent may retail Season Tickets. Clause 4 of this Season Ticket Variation requires that certain Season Ticket customer personal data obtained by the Agent is shared with the relevant carrier Operator(s) via ATOC/RSP. This DSA sets out the basis and purposes for such data transfer.
- 2.4 ATOC and RSP on behalf of the Operators (together, the "**ATOC Parties**") agree to process Shared Personal Data, as described in paragraphs 3.1 – 3.3, for legitimate purposes, including (but not limited to):
- (a) To confirm the identity of a Season Ticket user
 - (b) To enforce the terms of the Season Ticket contract between the relevant Operator(s) and the customer.
 - (c) For fraud prevention purposes.
 - (d) Providing information relevant to the customer's Season Ticket journey.
 - (e) Administering the Season Ticket.
 - (f) Resolving any issues that may arise with the Season Ticket;

For the avoidance of doubt the ATOC Parties agree, and ATOC and RSP shall procure, that the Shared Personal Data as described in paragraphs 3.1 – 3.3 of this DSA may not be used for the purpose of sending marketing messages and that no service message will include marketing, in accordance with guidance on direct marketing issued by the Information Commissioner's Office.

- 2.5 Nothing in paragraphs 2.3 – 2.4 shall prevent the ATOC Parties from using the Shared Personal Data for legitimate fraud prevention purposes.

Shared Personal Data

- 3.1 The Agent shall provide the following Personal Data with the relevant Operator(s) (via ATOC/RSP):
- (a) First name
 - (b) Last name
 - (c) email address
 - (d) Photocard Number (where such information is captured by the Agent in accordance with the appropriate industry standard)

of customers that purchase Season Tickets from the Agent.

- 3.2 In addition, the Agent shall share the following types of data (with the relevant Operator(s) via ATOC/RSP):
- (a) Ticket issue date
 - (b) Ticket start and end dates
 - (c) Origin and destination and route
 - (d) Class of travel (First or Standard)
 - (e) Status (adult or child)
 - (f) Any Passenger Charter Discount applied
 - (g) Final price
 - (h) Ticket number
 - (i) Method of payment

of customers that purchase Season Tickets from the Agent.

- 3.3 Special Categories of Personal Data will not be shared between the parties.

Security

- 4.1 The Agent shall only provide the Shared Personal Data to the Operator(s) (via ATOC/RSP) accurately and completely and using secure methods. ATOC/RSP shall ensure that any access to the Shared Personal Data by the Operators is granted via secure methods.

Personal data breaches and reporting procedures

- 5.1 The parties shall each comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) data subjects under Article 33 of the GDPR and shall each inform the other parties of any Personal Data Breach irrespective of whether there is a requirement to notify any Supervisory Authority or data subject(s).
- 5.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

Resolution of disputes with data subjects or the Supervisory Authority

- 6.1 In the event of a dispute or claim brought by a data subject or the Supervisory Authority concerning the processing of Shared Personal Data against any party, the parties will cooperate with a view to settling them amicably in a timely fashion.
- 6.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a data subject or by the Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 6.3 Each party shall abide by a decision of the Information Commissioner's Office.

AGENT THIRD PARTY INVESTOR LICENCE VARIATION: TRIAL OF THIRD PARTY SEASON TICKET RETAILING

Acceptance of Letter of Variation dated **ADD DATE**.
Signed on behalf of **AGENT**.

Name: TBA	Signature:
Position: TBA	
Date: Add Date	

Signed on behalf of ATOC Limited

Name: Ola Ogun	Signature:
Position: Chief Financial Officer	
Date: TBC	

Signed on behalf of Rail Settlement Plan Limited

Name: Ola Ogun	Signature:
Position: Chief Financial Officer	

Rail Delivery Group



Date:

TBC