

Rail Delivery Group



THE OPERATORS ACTING THROUGH ATOC LIMITED

AND

RAIL SETTLEMENT PLAN LIMITED

AND

LICENSEE LIMITED

INTERNATIONAL SALES LICENCE

Date of Agreement: **DATE**

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THIS AGREEMENT is entered into on **DATE**

BETWEEN: -

- (1) **ATOC LIMITED** (company number 3069033) of 1st Floor North, 1 Puddle Dock, London EC4V 3DS ("ATOC"), as the duly appointed agent of the persons named in Schedule 1 (the "**Operators**");
- (2) **RAIL SETTLEMENT PLAN LIMITED** (company number 3069042) of 1st Floor North, 1 Puddle Dock, London EC4V 3DS ("**RSP**") as the body through which the Operators have agreed to settle amounts due to them; and
- (3) **Licensee** of **ADDRESS** (the "**Licensee**").

WHEREAS:

- (A) The Operators wish to licence the Licensee to sell Rail Products and provide Train Service Information in International Markets pursuant to the terms of this Agreement;
- (B) The Licensee has agreed to sell Rail Products and provide Train Service Information in International Markets in accordance with the terms of this Agreement; and
- (C) The Operators and the Licensee have agreed with RSP that RSP will perform the obligations set out in this Agreement, particularly in respect of Clearance and Settlement pursuant to Clause 19 and Schedule 4.

IT IS AGREED as follows: -

1. DEFINITIONS AND INTERPRETATIONS

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, or 5 (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 6 of the Clearance and Settlement Procedure and that RSP has decided to accept the relevant Rail Product or Refund for clearing under Paragraph 9 of the Clearance and Settlement Procedure and "Acceptance for Clearing" shall be construed accordingly.

"Act" means the Railways Act 1993 (as amended by the Transport Act 2000) and any regulation or order made under it, including any modification, re-enactment or re-making thereof.

“Accredited” means that the relevant Licensee’s TIS has been issued with an Approval Certificate for the purposes set out in this Agreement (and “Accreditation” shall be interpreted accordingly).

“Affiliate” has the meaning as defined in Clause 11.1.3.

“API Sub-Licensee Approval Template” means the document to be completed by the Licensee where appropriate in accordance with Clause 2.6;

“Approval Certificate” means for the purpose of this Agreement, in relation to any Approved TIS with whom the Licensee contracts, the certificate of RSP that such TIS has successfully completed Accreditation including the Pilot and been approved for the purposes of issuing Rail Products under this Agreement in accordance with such instructions and procedures as may be specified in such certificate, as evidenced by the issue of a RSP Conditions of Approval Document.

“Approved Method of Retailing” means the method(s) of retailing set out at Schedule 7, by which the Licensee is authorised to provide Train Service Information and/or sell and/or issue Rail Products under this Agreement.

“Approved TIS” means a Ticket Issuing System for the sale and/or issue of Rail Products which has been Accredited and issued with an Approval Certificate from time to time by RSP, either generally or in any particular case.

“ATOC Accreditation Mark” means the National Rail descriptor as provided to the Licensee by ATOC from time to time.

“ATOC Standard for the Operation of Internet Sites” means the ATOC Standard of that name as amended from time to time specifying the minimum standards applicable to the provision of the Train Service Information and the Sale of Rail products at an Internet Site available to the public.

“ATOC Standard for the Operation of Telephone Sales Centres” means the ATOC Standard of that name as amended from time to time specifying the minimum standards applicable to the provision of the Train Service Information and the Sale of Rail Products using a Telephone Sales Centre available to the public.

“ATOC 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.

"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).

"Authorised Site" means a physical or virtual location through which the Licensee may provide Train Service Information and/or sell Rail Products or issue Tickets subject to the provisions of this Agreement.

"Authority" means the Secretary of State for Transport.

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

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

"BritRail Passes" means the range of pass products of that name permitting travel on train services provided by the Operators subject to specific geographic restrictions and eligibility conditions.

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

"CCST" means Credit Card Size Ticket

"Clearance and Settlement Procedure" means the procedure for the clearance of revenues set out in Schedule 4 as amended from time to time by RSP on one month's notice to the Licensee.

"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.

"Commencement Date" means the date of this Agreement.

"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 direct consumer and/or their travel agent who purchases a Rail Product directly from the Licensee.

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

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

“Default Rate” means the rate of four per cent above the base rate from time to time published by RSP's sole or main bankers.

“Discount Card” means a document (other than a Ticket) which entitles the holder to purchase a Ticket at a lower price than the price that would otherwise apply and which is designed to be issued to persons who satisfy such conditions as RSP may notify to the Licensee from time to time.

“Dispute Resolution Process” means the procedure for resolving disputes arising under or in connection with this Agreement set out in Clause 44;

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

“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;

“International Acceptance Test Plan” means the document agreed between the Licensee’s TIS and ATOC/RSP which sets out the detailed plan for Accreditation of the TIS for the purposes of this Agreement (which plan shall include performance of the Pilot and the form of the TIS Accreditation Pro Forma).

“International Markets” means a market for UK Rail Products in any country except the United Kingdom.

“Internet Site” means the internet or intranet site or sites as the case may be at the TCP/IP addresses notified to ATOC from time to time and operated by the Licensee or such other TCP/IP address as may be approved by ATOC from time to time.

“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

"Lennon Business Code" means a code which is used to uniquely identify a business within the Lennon apportionment system

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

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

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

- (1) a regulatory or other change mandated by the Authority, the Office of the Rail Regulation, 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 Licensee's marketing and promotion plan which sets out how the Licensee 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.

"Material Failure" means a behaviour, or repeated behaviour, which could lead the injured party to sue for termination of the Agreement;

"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;

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

"National Rail Conditions of Travel" means the National Rail Conditions of Travel set out in Schedule 12 including any supplement to them and any modification or replacement of them as advised and made available to the Licensee 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;

"National ToD Transaction" means the sale of a Rail Product using ToD where the purchaser may collect the ticket at a RSP approved self-service ticket vending machine or another RSP approved party at a railway station ticket office.

"Network" means the part of the network (as defined in Section 83 (1) of the Railway 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 Dates" means any of the payment dates as specified at Schedule 5 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"**;

"Pilot" means the implementation of an agreed number of the Licensee's TIS at Authorised Sites operating in a live environment for a defined period of time to monitor the performance of the TIS under controlled, small scale, live operational conditions all of which shall be in accordance with Schedule 14 and as otherwise specified by RSP.

"Price" means in respect of a Rail Product the price (including VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) as made available by RSP and, in respect of any Rail Product not so specified, the price (including VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) specified in any Fares Manual, circular or other information issued by RSP from time to time and notified by ATOC to the Licensee 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 Passes, Tickets and Reservations set out at Schedule 6.

"Refund" means a reimbursement of the whole or any part of the amount (inclusive of any VAT) paid for a Rail Product in accordance with National Rail Conditions of Travel 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;

"RSP Conditions of Approval Document" means a document that is proof of accreditation of a specific version of a Licensee's TIS containing details of the conditions under which approval is granted and a certificate of accreditation. It will document the scope of testing carried out by RSP, including the caveat that testing only pertains to settlement probity and ticketing, including the protection of RSP systems. Operability of the TIS is outside the scope of accreditation where this has no impact on RSP systems.

"RSP Data" means data relating to Train Service Information, Rail Products and Reservations supplied to the Licensee by RSP.

"RSP Service Charges" means charges levied by RSP for the provision of RSP Services.

"RSP Services" means services provided to the Licensee by RSP and the system(s) upon which such services are provided.

"RSP ToD Accreditation Standards" means in respect of a Licensee's TIS, the RSP standards which inter-alia 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 Licensee 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;

"Settlement Period" means one of the consecutive periods of four weeks set out at Schedule 5 or such other periods used by RSP for the purposes of settlement as RSP may determine and notify to the Licensee from time to time in accordance with this Agreement.

"Standard Variation" means a Variation other than an Excepted Variation or a Mandatory Variation. For the avoidance of doubt a Standard Variation shall not include changes to processes and procedures imposed from time to time in a non-discriminatory manner by ATOC and/or RSP which are minor or routine in nature;

"Sub-Licensee" has the meaning as defined in Clause 11.1.1.

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

"Term" has the meaning set out in Clause 26.1.

“Ticket” means a document or other such medium which entitles the holder to make a journey or a number of journeys on a train service provided from time to time by any of the Operators or other form of transport to which the document relates and in respect of which a fare is shown in the RSP Data.

“Ticket on Departure Service” means a facility whereby a purchaser of a Rail Product purchased under this Agreement may collect such Rail Product at a Collection Point and **“ToD”** shall have the same meaning;

“TIS” means a rail ticket and/or reservation issuing system, which system may include computer equipment and software, for the issue of Tickets and/or other Rail Products and/or recording of Refunds and/or placing Reservations on the National Reservations Service.

“TIS Accreditation Pro-Forma” means the document to be issued by the Licensee’s TIS to confirm that the International Acceptance Test Plan has been successfully completed, the form of which is set out in the International Acceptance Test Plan.

“ToD Fulfilment Charge” means the fee charged by RSP to the Licensee in respect of a Transaction fulfilled to TOD, as detailed in paragraph 14.2 of Schedule 4.

“Train Service Information” means the National Rail information notified by ATOC from time to time or contained in the RSP Data relating to passenger rail services provided by the Operators.

“Transaction” means a single purchase event by a customer in which the customer purchases one or more Rail Products from the Licensee. 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.

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and any other tax calculated by reference to turnover or value added in effect in the United Kingdom from time to time.

“Warrant” means a document which entitles the holder to purchase a Rail Product in exchange for the surrender of the document and which is issued in such form as may be notified from time to time by ATOC to the Licensee.

“White Label” has the meaning as defined in Clause 11.1.2.

1.2 Interpretations

1.2.1 Interpretation Act 1978

The Interpretation Act 1978 shall apply to this Agreement in the same way as it applies to an enactment.

1.2.2 In this Agreement

- (a) A reference to a person includes a reference to a body corporate, association or partnership;
- (b) A reference to a person includes a reference to that person's legal personal representatives successors and lawful assigns;
- (c) References to this Agreement include its Schedules and references to Clauses and Schedules are to Clauses of and Schedules to this Agreement.
- (d) Any reference to the Licensee in this Agreement shall for the avoidance of doubt include any Sub-Licensee, White Label or Affiliate as the case may be where applicable
- (e) The headings in this Agreement do not affect its interpretation.

1.2.3 Precedence

This 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 Licensee shall at all times during the Term have and maintain as a minimum, a nominated United Kingdom based solicitor to accept service of documents or notices.
- 2.2. It is a condition of this Agreement that the Licensee 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 an Authorised Site.
- 2.3. RSP shall give to the Licensee reasonable assistance in and facilitation of the process of achieving the Pilot and Approval Certificate, pursuant to the procedure set out in Clause 2.5. It is a condition of this Agreement that the Licensee shall have used all reasonable endeavours to have completed the Pilot and obtained an Approval Certificate for the TIS which the

Licensee intends to use to sell and issue Rail Products under this Agreement within six months of the Commencement Date of this Agreement. If the Licensee has not completed the Pilot and obtained an Approval Certificate for the relevant TIS within six months of the Commencement Date of this Agreement, the parties shall meet as soon as possible thereafter in order to agree a plan designed to bring the Licensee to completion of the Pilot. If the Licensee does comply with the provisions of the agreed plan, in accordance with the conditions and timeframes set out therein, the Licensee shall no longer be authorised to sell and issue Rail Products in the International Markets and this Agreement may be terminated by either party in accordance with Clause 27.1.

- 2.4. The Licensee is authorised to sell and issue Rail Products in the International Markets under this Agreement without an Approval Certificate only to the extent and for the purpose set out in Schedule 14 in order to undertake the Pilot and obtain an Approval Certificate therefor.
- 2.5. In order to achieve the Approval Certificate, the following procedure shall be followed:
 - (f) The Licensee shall propose the form and content of the International Acceptance Test Plan which shall be subject to ATOC/RSP approval (not to be unreasonably withheld);
 - (g) Following ATOC/RSP approval of the form and content of the International Acceptance Test Plan, the Licensee shall follow the procedure set out in, and comply with the provisions of, the International Acceptance Test Plan;
 - (h) Following successful completion of the International Acceptance Test Plan by the Licensee, the Licensee shall confirm such successful completion by issuing the TIS Accreditation Pro Forma; and
 - (i) ATOC/RSP shall indicate its confirmation of the successful completion of the International Acceptance Test Plan by issuing an Approval Certificate to the Licensee in respect of the Licensee's Approved TIS.
- 2.6. If the Licensee intends to take on a new Sub-Licensee that will transact via the Licensee's API, then the Licensee, or its TIS as appropriate, shall undertake the tests described in the International Acceptance Test Plan as applicable to the Accreditation of an API, in respect of the Sub-Licensee. The Licensee, or its TIS as appropriate, shall then complete the API Sub-Licensee Approval Template in the form of Schedule 13 and forward to its TIS.
- 2.7. Once the Licensee has submitted the documentation referred to in Clause 2.6, then ATOC/RSP shall indicate its confirmation of the successful completion of testing of the Sub-Licensee by issuing an update to the Licensee's Approval Certificate in respect of their Approved TIS.
- 2.8. ATOC/RSP shall exercise its rights and perform its obligations under this Agreement on a non-discriminatory basis. For the purposes of this Agreement, "non-discriminatory" shall mean non-discriminatory as between retailers engaged in the same methods of retailing Tickets.

3. PROVISION OF TRAIN SERVICE INFORMATION BY THE LICENSEE

- 3.1. The Licensee is authorised as agent for the Operators to provide on a non-exclusive and impartial basis Train Service Information to purchasers of Rail Products or prospective purchasers of Rail Products in the International Markets and shall provide such Train Service Information in accordance with the relevant ATOC Standards and using only Approved Methods of Retailing in accordance with the provisions of this Agreement and through an Authorised Site(s).
- 3.2. For the avoidance of doubt the Licensee shall only be entitled to provide Train Service Information under this Agreement as part of an Authorised Site which also allows the purchase of Rail Products.
- 3.3. Regardless of the Approved Method of Retailing, the Licensee, in providing pre-journey information to customers, shall provide such information as is required by the National Rail Conditions of Travel, the ATOC Standard for the Operation of Internet Sites and the ATOC Standard for the Operation of Telephone Sales Centres, as contained in Schedule 10.

4. SALE OF RAIL PRODUCTS BY THE ATOC LICENSEE

- 4.1. Subject to such reasonable restrictions as may be imposed by ATOC from time to time which are implemented in accordance with Clause 38 and those set out in Schedule 8, the Licensee is authorised, as agent for the Operators to sell on a non-exclusive and impartial basis Rail Products in the International Markets in accordance with the relevant ATOC Standards and using only the Approved Method of Retailing at its Authorised Sites.
- 4.2. The Licensee shall use all reasonable endeavours to maximise the sale of Rail Products during the Term of this Agreement;
- 4.3. The Licensee is authorised to make any Reservations in respect of the Tickets, which it is authorised to sell under this Agreement, following any instructions and procedures regarding Reservations notified to it by RSP from time to time. RSP shall give the Licensee and Licensee's TIS reasonable notice of any change to such instructions and procedures and allow a reasonable time for both Licensee and its TIS to comply commensurate with the scale and impact of such change;
- 4.4. Passes, Tickets and Reservations covered by this Agreement shall be sold subject to the National Rail Conditions of Travel as set out in Schedule 12. The Licensee 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 Pass, Ticket and/or Reservation.
- 4.5. Other than in respect of a Rail Product which the Licensee is authorised to sell in accordance with this Clause 4, the Licensee shall not issue, or hold itself out as having authority to issue, any document which purports to entitle the holder to make a journey on the Network, unless the Licensee is expressly authorised to do so in writing by ATOC;

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- 4.6. The amount (including any applicable VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) charged by the Licensee to the purchaser of a Rail Product shall not exceed the Price for the relevant Rail Product as reduced, in the case of Tickets, by any applicable discount to which a purchaser may be entitled, save for any additional amount charged to the purchaser in respect of currency conversions/fluctuations. The amount (including any applicable VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) charged to the purchaser in respect of a Rail Product may be less than such an amount, but if the Licensee charges less than such amount, it will nonetheless be required to account to RSP for the whole of such amount.
- 4.7. Notwithstanding Clause 4.6 above the Licensee may not charge the purchaser less than the Price for a Ticket or introduce a Promotion save for a Promotion proposed by the Licensee and set out in the Marketing and Promotion Plan without the written agreement of ATOC and/or one or more Operator(s) (not to be unreasonably withheld) to honour such Ticket (on the relevant Operator's routes) but in any event the Licensee will have to account to RSP for the whole amount in accordance with the Clearance and Settlement Procedure.
- 4.8. For the purposes of Clause 4.7 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 Licensee's implementation of the Promotion in question.
- 4.9. Where the relevant Operator elects not to agree to the Licensee's request to sell a Ticket at less than the Price pursuant to Clause 4.8 either the Licensee or the relevant Operator may refer the matter for determination in accordance with the Dispute Resolution Process.
- 4.10. The Licensee will include any VAT where applicable in the Price of any Rail Product.
- 4.11. The Price for a Rail Product may be charged in any currency, however the Price in Pounds Sterling will always be shown on the Ticket with the exception of passes and RIT/ITX fares.
- 4.12. If, in the sale of a Rail Product the Licensee sells additional products and/or services to the purchaser, the Licensee 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.
- 4.13. ATOC will, within reasonable timeframes, provide the Licensee with information regarding national promotions and shall use its reasonable endeavours to provide the Licensee with information regarding other promotions which it is aware of.

5. ISSUE OF RAIL PRODUCTS

- 5.1. The Licensee shall not issue any Rail Products under this Agreement using Ticket stock that has not been approved by RSP, except where such Rail Products are issued via alternative approved methods such as self-print, smartcard or mobile Tickets.
- 5.2. Where under this Agreement the Licensee sells a Rail Product the Licensee shall issue the appropriate Ticket or Reservation in accordance with the relevant ATOC Standards.
- 5.3. Where the Licensee sells a Rail Product using the National Ticket on Departure Service the Licensee shall use reasonable endeavours to comply with the Ticket on Departure Code of Practice set out at Schedule 11 or subsequent processes agreed with ATOC or bilaterally with individual TOCs. The Licensee shall pay fees relating to National ToD Transactions at the prevailing rates as advised by RSP from time to time.

6. TICKET ON DEPARTURE SERVICE (ToD)

- 6.1. The Licensee is permitted to sell Rail Products under this Agreement through the National Ticket on Departure Service.
- 6.2. Where the Licensee sells a Rail Product using ToD the purchaser may collect the Ticket at a Collection Point which may be a RSP approved self-service ticket vending machine or another approved party at a railway station ticket office, in which case the sale shall be deemed to be a "National ToD Transaction".
- 6.3. When Rail Products are sold using ToD via a web based transaction by the Licensee, the Licensee shall (save in respect of mobile sales) provide the customer with e-mail confirmation of the sale and such confirmation shall always provide the minimum information set out in Schedule 4 Appendix A, such minimum information subject to amendment as agreed between the parties from time to time.
- 6.4. To participate in ToD, the Licensee must have a Lennon Business Code and at least one National Location Code (NLC). The Licensee shall pay the set up costs as determined by RSP and notified to ATOC from time to time of both the Lennon Business Code and any NLCs required.

7. AUTHORITY TO MAKE REFUNDS

- 7.1. Subject to the restrictions in this Clause 7 the Licensee is only authorised, as agent for the Operators, to accept a claim for and make a Refund on any Ticket, or Reservation, if:-
 - (a) The Licensee sold the Ticket;
 - (b) In respect of National Rail point to point Rail Products, the claim is made not more than 28 (twenty eight) days after the expiry date of the validity of the Ticket;

- (c) In respect of BritRail Passes, the claim is made within the period specified from time to time in the BritRail Pass Terms and Conditions;
 - (d) The Ticket was not used to make any journey on the Network and is returned to the Licensee by the purchaser of the Ticket; and
 - (e) The purchaser is entitled to the Refund under the applicable National Rail Conditions of Travel and/or any other conditions under which the Ticket was issued or Reservation made.
- 7.2. Where the conditions set out in 7.1 above do not apply, and save where the Licensee has agreed separate conditions relating to Refunds with one or more Operators, the Licensee shall refer all claims for a Refund or compensation to ATOC in accordance with such procedures as ATOC may notify to the Licensee from time to time.
- 7.3. The Licensee is not authorised to request any Refunds through ATOC/RSP in respect of Rail Products which have been lost or stolen.
- 7.4. 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 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).
- 7.5. 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.
- 7.6. 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. LICENSEE'S OBLIGATION TO UPHOLD THE REPUTATION OF THE RAIL INDUSTRY**
- 8.1. The Licensee, when providing Train Service Information or selling Rail Products under this Agreement 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 RSP Data provided by RSP.

8.2. The Licensee shall do nothing and forebear from doing anything that may jeopardise the safe and efficient operation of the railways or bring the reputation of the rail industry, the Operators or any Operator, into disrepute. The Parties agree that the sale of Tickets in accordance with this Agreement and the conditions (if any) stipulated by the relevant Operator(s) shall not of itself constitute a breach of this Clause.

8.3. Without prejudice to the Licensee's right to provide full White Label services to Operators, the Licensee shall not in any way advertise or otherwise represent itself as:

- (i) an Operator 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.

For the avoidance of doubt, this Agreement does not grant to the Licensee the right to provide White Label services to Operators specifically for the purposes of making sales in International Markets, unless otherwise agreed bilaterally between the Licensee and the relevant Operator(s).

8.4. The Licensee shall, subject to the accuracy and extent of the RSP Data provided by RSP, at all times use reasonable endeavours to 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, the terms and conditions associated with Rail Products and, where appropriate, the choice of Rail Products available to a customer.

8.5. The Licensee shall within 3 days of becoming aware of a failure to comply with the provisions of this Clause 8 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.

If ATOC and/or RSP agree with the proposed action then this will be implemented within 10 business days. If the proposed action is not agreed, ATOC and/or RSP will specify the action to be taken and the period of time for this to be implemented.

8.6. Where ATOC and/or RSP notifies the Licensee of a failure to comply with the provisions of this Clause 8 the Licensee shall take such course of action as RSP and/or ATOC may propose to remedy such failure within the period of time specified by ATOC and /or RSP.

8.7. The provisions of this Clause 8 shall be without prejudice to any other provision of this Agreement.

9. FEES

9.1. The Licensee may, at its sole discretion, charge the purchaser of a Rail Product a fee or other such charge for the provision of services relating to the sale or possible sale of a Rail Product. Where such a fee or other charge is levied, the Licensee 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.

9.2. The Licensee shall always make clear any applicable charge or fee to customer prior to the purchase of any Rail Products by the customer.

9.3. Without prejudice to the provisions of Clause 9.1, the Licensee shall abide by any legal restrictions concerning the charging of fees in the individual markets in which they sell Rail Products.

10. APPROVED METHODS OF RETAILING

10.1. The Licensee is only authorised to provide Train Service Information and/or sell Rail Products under this Agreement using an Approved Method of Retailing as set out at Schedule 7.

10.2. Unless otherwise agreed in writing by ATOC, the Licensee shall not use any method of retailing other than an Approved Method of Retailing to sell the Rail Products and/or provide the Train Service Information for which it has been authorised under this Agreement.

10.3. The Licensee may apply in writing seeking the agreement of ATOC to add a new Approved Method of Retailing; such approval not to be unreasonably withheld.

11. SUB-LICENSEES, WHITE LABELS AND AFFILIATES

11.1. Subject to and in accordance with the provisions of this Clause 11 the Licensee may:

11.1.1. enter into agreements with third parties in order to sell themselves and/or through additional retailers the Rail Products the Licensee is authorised to sell under this Agreement ("Sub-Licensees);

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- 11.1.2. enter into agreements with third parties whereby such third parties may use a customised version of the Licensee's Internet Site to offer for sale Rail Products ("White Labels"); and
- 11.1.3. appoint third parties whose services the Licensee may use as a referral mechanism only to advertise the existence of or provide links to the Licensee's Internet Site ("Affiliates").
- 11.2. For the avoidance of doubt the White Labels, Affiliates referred to in Sub-Clauses 11.1.2 and 11.1.3 shall have no authority under this Agreement to sell or issue Rail Products and/or provide train service information and must not deliberately imply in any way that it is the Licensee, or that it has the authority to sell or issue Rail Products and /or provide train service information under this Agreement. Where the Licensee provides White Labels it shall ensure that the White Label site clearly states that the purchaser of the Rail Product shall be purchasing such products from the Licensee. The Licensee shall clearly display its own logo and/or brand identity on each page it displays on an Affiliate's site.
- 11.3. The Licensee shall maintain a register of all Sub-Licensees, White Labels and Affiliates appointed by it the content and format of which shall be as agreed between the parties. Upon request from ATOC and/or RSP the Licensee shall provide ATOC and/or RSP within 14 days of such request with such details of the information held in the register as ATOC and/or RSP may request. In the event of the Licensee failing to comply with this Clause the provisions of Clause 11.9 shall apply.
- 11.4. The Licensee 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 11.
- 11.5. The Licensee shall ensure that any and all Sub-Licensees, White Labels and Affiliates are subject to and comply with at all times the relevant provisions of this Agreement as if such Sub-Licensees, White Labels and Affiliates were a party to the Agreement.
- 11.6. The Licensee shall use reasonable endeavours to ensure that any and all Sub-Licensees, White Labels and Affiliates are subject to and comply with at all times the relevant provisions of this Agreement as if such Sub-Licensees, White Labels and Affiliates were a party to the Agreement.
- 11.7. The Licensee shall remunerate such Sub-Licensees, White Labels and Affiliates at its own cost and expense and ATOC or RSP shall have no liability in such respect, nor shall the Licensee represent to any Sub-Licensee or White Label that ATOC or RSP has any such liability.
- 11.8. The Licensee is liable for the settlement to RSP of all sales and ToD sales made by any of its appointed Sub-Licensees, as well as being liable for any ToD Services or ToD Fulfilment Charges which are incurred by its Sub-Licensees.

“ToD Fulfilment Charge” means the fee charged by RSP to the Agent in respect of a Transaction fulfilled to TOD as detailed in Clause 14 of Schedule 4 of this Agreement.

11.9. The Licensee shall within 3 business days of becoming aware of a material failure by a Sub-Licensee, White Label or Affiliate as the case may be to comply with the provisions of Clauses 11.2, 11.3 and 11.4 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 material failure.

If ATOC and/or RSP agree with the proposed action then this will be implemented in a period of time set out in the course of action. If the proposed action is not agreed, the parties will agree an alternative course of action together with timeframes for the implementation thereof.

11.10. Where ATOC and/or RSP notifies the Licensee of a material failure by a Sub-Licensee, a White Label Service or an Affiliate to comply with the provisions of Clauses 11.2, 11.3 or Clause 11.4 as the case may be the Licensee shall take such reasonable course of action as RSP and/or ATOC may propose to remedy such material failure within the period of time reasonably specified by ATOC and /or RSP which shall be no more than 10 Business Days from such notification.

11.11. If any material failure by a Sub-Licensee, a White Label and/or an Affiliate is not remedied within the period of time specified by ATOC and/or RSP in accordance with Clause 11.8 the Licensee shall terminate its agreement with the Sub-Licensee, White Label and/or the Affiliate.

11.12 Notwithstanding the foregoing of this Clause 11 and any other provision of this Agreement the Licensee shall be responsible for all acts and omissions of any Sub-Licensee, White Label and Affiliate appointed by it as though such acts and omissions were those of the Licensee and the Licensee’s obligations under this Agreement shall not be in any way affected or reduced as a consequence of any Sub-Licensee, White Label or Affiliate appointed hereunder.

11.13 Any material failure under Clause 11.8 not remedied within the period of time specified by ATOC and/or RSP under Clause 11.8 or for the avoidance of doubt any act or omission by any Sub Licensee, White Label or Affiliate that in the opinion of ATOC may or does cause material damage to the reputation of the UK rail industry (which shall not, for the avoidance of doubt, include damage caused by user-generated content) shall entitle ATOC and/or RSP to suspend the Agreement under Clause 27.4 of this Agreement and where necessary to take the further steps described in 27.4.4.

12. IDENTIFICATION OF INTERNATIONAL SALES

- 12.1. The Licensee shall follow procedures agreed with ATOC/RSP which are designed to ensure that Rail Product sales originating in the United Kingdom are not treated as sales to International Markets. This will be achieved in accordance with procedures agreed with RSP. The testing of such procedures shall be part of the International Acceptance Test and in respect of which an Approval Certificate will be granted and shall be subject to continuous audit as set out in Clause 22.2.
- 12.2. In particular the Licensee must, to the extent possible using the agreed procedures referred to in Clause 12.1, make reasonable efforts to ensure that customers who are normally resident in the UK are not treated as customers in International Markets.
- 12.3. The Licensee is required to the extent possible using the agreed procedures referred to in Clause 12.1, to make reasonable efforts to identify the origin of its sales transactions to ensure that sales inside the United Kingdom to normal UK residents are not treated as sales to International Markets.
- 12.4. The Licensee's terms of sale must state that purchases of Rail Products are only available to customers outside of the UK and to customers not normally resident in the UK. Customers must agree to these terms prior to purchasing Rail Products under this Licence
- 12.5. The Licensee shall maintain a database record of all customer addresses in the Licensee's usual format and shall provide details of such records on reasonable notice and request no more than every 6 months, subject to Clauses 28 and 37. Such database records shall remain the property of the Licensee and, without prejudice to the determinative nature of the procedures set out in Schedule 15, shall be used solely for the purpose of demonstrating the Licensee's compliance with 12.1 and 12.2 above.
- 12.6. Any material breach of this Clause 12 not remedied within 10 Business Days of notification to the Licensee of such material breach by ATOC/RSP shall entitle ATOC and/or RSP to suspend this Agreement under Clause 27.4 of this Agreement and where necessary to take the further steps described in 27.4.4.
- 12.7. The format of the database records and the conditions under which these are provided to ATOC as specified in 12.5 above shall at all times be subject to the provisions of local privacy laws.

13. TICKETS

- 13.1. The Licensee shall only issue Rail Products under this Agreement using RSP approved Tickets except where such Rail Products are issued via alternative approved methods such as paper vouchers, self-print, smartcard or mobile Tickets.
- 13.2. The Licensee is responsible, at its own cost and expense, for obtaining sufficient Tickets (with the exception of those relating to ToD transactions, self-print, smartcard and mobile Tickets) to ensure that it is able to sell or issue Rail Products and Reservations under this Agreement.

- 13.3. The Licensee shall keep secure all Tickets and shall procure that no employee or other person who is not authorised by the Licensee to use such Tickets has access to it, shall promptly notify RSP and the police of the loss or theft of any Tickets and shall comply with any instructions and procedures notified to the Licensee by RSP from time to time regarding their custody and use.
- 13.4. The provisions of this Clause 13 shall apply to all blank, pre-printed and other stock procured by the Licensee for the issue of Rail Products.

14. APPROVED TICKET ISSUING SYSTEMS

- 14.1. The Licensee and its Sub-Licensees shall only sell or issue Rail Products under this Agreement using an Approved TIS in accordance with the Approval Certificate and conditions appertaining to the Approval Certificate, issued by or on behalf of RSP.
- 14.2. It is the Licensee's responsibility to ensure that it uses an Approved TIS and shall comply with any conditions of approval relating to the Approved TIS that were imposed at the time of Accreditation.
- 14.3. The Licensee shall be responsible for all costs, fees, licences and any other costs, charges or expenses associated with the development, implementation and operation including accreditation and obtaining the Approval Certificate of any TIS it wishes to use to sell Rail Products under this Agreement.
- 14.4. The Licensee shall maintain a database record of all Authorised Sites and shall provide details of such records on request.
- 14.5. The Licensee shall not sell or issue and shall ensure that any Sub-Licensee shall not sell or issue any Rail Products under this Agreement using any TIS that has not been designated as an Approved TIS.
- 14.6. Notwithstanding the above provisions of this Clause 14 the Licensee shall be authorised to sell and issue Rail Products under this Agreement to the extent and for the purpose set out in Schedule 14 in order to undertake the Pilot.

15. INDEMNITY

- 15.1. Notwithstanding any other provision in this Agreement the Licensee shall indemnify RSP and each Operator on an after tax basis for any loss or damage, cost or expense (including any VAT for which credit is not available under the VAT Act 1994) which is caused to RSP or any Operator as a result of a failure by the Licensee, its employees, delegates or agents or Sub-Licensees, White Labels and Affiliates to comply with the provisions of this Agreement or any Instructions.
- 15.2. ATOC acknowledges that the Licensee (including its Sub-Agents and/or White Labels are not responsible or liable for any damages, losses, injuries (including any deaths) that may be suffered by or caused to any customer or traveller using any ATOC Rail Product. Furthermore,

in the event of any such claims, English law applies and is subject to the UK Rail National Conditions of Travel. ATOC confirms that in the event of such claims arising from rail transport, these will be the responsibility of the carrying train Operator and not the Licensee. The Licensee does not own, control nor is responsible for any rail transport and/or any conditions of the Rail Products offered under this Agreement.

16. MARKETING

16.1. Marketing and Promotion Plan

16.1.1. By no later than 30 March of each year, the Licensee shall submit to ATOC its annual Marketing and Promotion Plan including its sales objectives, to apply for each year of the Agreement.

16.2. Sales Performance

16.2.1. Throughout the Term, the Licensee shall use its reasonable endeavours to achieve the sales objectives in the Marketing and Promotion Plan for each year of the Licence term.

16.2.2. No less than once every six months commencing from the Commencement Date, ATOC and the Licensee shall meet at ATOC's offices, or at an agreed alternative location, to discuss the Licensee's performance under this Agreement including, but not limited to, its performance against the then applicable Marketing and Promotion Plan.

16.2.3. If in the reasonable opinion of ATOC the Licensee has failed, following the issue of the Approval Certificate, to make reasonable efforts to launch the sale of Rail Products in the International Markets in accordance with the sales objectives in the Marketing and Promotion Plan then, upon the request of ATOC the Licensee must produce and submit to ATOC in writing within 30 days of that request a recovery plan including inter-alia the Licensee's recommendations for improving the volume of sales for that year to an agreed level and a date by which such improvements shall be achieved. The Licensee shall use reasonable efforts to implement the recovery plan subject to the amendments, if any, agreed with ATOC.

16.2.4. If the Licensee fails to take reasonable steps to implement the recovery plan agreed pursuant to Clause 16.2.3, without prejudice to any other of their rights under this Agreement, ATOC may take such further reasonable steps as it sees fit, including the giving of not less than 3 months notice of termination of this Agreement.

16.3. Display of ATOC Accreditation Mark

The Licensee shall, where practicable, in respect of Authorised Sites, 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 Licensee not to include such acknowledgement, such permission not to be unreasonably withheld or delayed.

16.4. Designation

The Licensee may represent itself on its letterheads and in its advertising as an "ATOC International Licensee" being licensed to sell Rail Products and provide Train Service Information but shall not hold itself out as authorised to represent or otherwise act on behalf of any of the Operators, ATOC or RSP except as expressly contemplated by this Agreement or as otherwise authorised in writing by the person(s) the Licensee purports to represent. Furthermore, the Licensee shall not hold itself out to be the exclusive Licensee for the provision of the service.

16.5. Licence of Rail Product names

16.5.1. To the extent necessary to perform its obligations under this Agreement but not otherwise, the Licensee is licensed to use any trademarks or trade names comprising the names of Rail Products. The licence relates only to the marks and names in the manner in which they are portrayed on, or in relation to, the Rail Products or material relating to them supplied by ATOC. Such a licence will terminate on the expiry of this Agreement. The Licensee shall not alter, deface or remove in any manner any reference to such trademarks or trade names on any Tickets.

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

16.6. Market Research

16.6.1. ATOC may from time to time wish to undertake research with the aim of better understanding the market and/or customer perceptions. The Licensee will assist and cooperate with ATOC in achieving this aim.

17. STAFF TRAINING

17.1. The Licensee shall ensure that it only uses trained staff, in order to enable the Licensee to comply with the relevant ATOC Standards to provide Train Service Information and sell Rail Products under this Agreement.

17.2. The Licensee shall ensure that at all times a minimum of 10% of its customer-contact staff providing Train Service Information and selling Rail Products under this Agreement hold the ATOC Certificate of Rail Agency Competence enabling them to act as product specialists.

18. ACCOUNT MANAGER

The Licensee shall nominate an Account Manager to act as a focal point for ATOC and RSP enquiries and any issues relating to this Agreement.

19. SETTLEMENT

- 19.1. Settlement of sums due in respect of Rail Products sold by the Licensee shall be through the services of RSP in accordance with the Clearance and Settlement Procedure set out in Schedule 4 of this Agreement.
- 19.2. All monies received by the Licensee in respect of the sale of Rail Products, less the Licensee's Remuneration payable, shall be held for RSP until payment has been received by RSP.
- 19.3. Settlement of sums due in respect of Rail Products sold by the Licensee shall be in Pounds sterling (GBP) notwithstanding that payment may have been received in other currencies and notwithstanding that payment may have been subject to the imposition of any local taxes (for which the Licensee must account to the appropriate authority).
- 19.4. The Licensee is entitled to sell and/or refund the Rail Products in currencies other than Pounds sterling and may convert the Price and/or refund amounts into those currencies. If in accounting for the Price and/or refund amounts in Pounds sterling the Licensee incurs a loss or a gain in converting the Price and/or refund amounts into Pounds sterling, such loss or gain shall be for the account of the Licensee and shall not affect the Licensee's obligation to settle for the Price and/or RSP's obligation to refund amounts in Pounds sterling.

20. LICENSEE'S REMUNERATION

20.1. Entitlement to Licensee's Remuneration

The Licensee shall be entitled to the Licensee's Remuneration (together with any applicable VAT) in respect of each Rail Product sold by it at the rate set out in Schedule 2 or such other rate as it may agree in writing with ATOC from time to time. The Licensee shall only have a claim to such Licensee's Remuneration against RSP and not against any Operator.

20.2. Interest charges

If the Licensee fails to pay any amount payable by it under this Agreement when due it shall pay interest at the Default Rate to RSP in accordance with the Clearance and Settlement Procedure as per Schedule 4 13.1.

21. PROVISION OF RAIL PRODUCT AND TIMETABLE INFORMATION

21.1. RSP Data

RSP shall supply, on a non-discriminatory basis, the Licensee with RSP Data relating to Rail Products that the Licensee is authorised to sell and Train Service Information the Licensee is required to provide under this Agreement.

22. RIGHTS OF ATOC AND RSP

22.1. Rights to review accounts

The Licensee shall if requested supply to ATOC (if the Licensee is a company) a copy of its latest audited accounts filed with the Registrar of Companies or equivalent organisation in the Licensee's country of registration.

22.2. Rights of inspection and audit

22.2.1. RSP's rights and the Licensee's obligations in respect of inspection and audit of the Licensee's sales and Refunds of Rail Products under this Agreement:

- (a) If at any time RSP believes that the Licensee has made an error of more than £10,000 in the sums it is required to settle to RSP under this Agreement the Licensee 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 Licensee shall supply RSP with a copy of such report within ten (10) Business Days of its issue.
- (b) If the auditor's investigation concludes or indicates that the Licensee did not have an error, or did have an error in the sums it is required to settle to RSP under this Agreement but that such error did not exceed £10,000 RSP shall reimburse the Licensee in the sum of the proven fee charged by the independent auditor.
- (c) Upon notification by the Licensee of any error pursuant to sub-Clause (a) above RSP shall instruct the Licensee as to what action it should take in order to correct such error and the Licensee shall carry out such action in accordance with RSP's reasonable instructions. The Licensee shall be responsible for the cost of remedying such error.

22.2.2. The Licensee must permit, and shall use its reasonable endeavours to ensure that any Sub-Licensee or White Label appointed by it must permit RSP or anyone authorised by it, on reasonable notice, to observe the Licensee's systems for the sale of Rail Products and the making of Rail Product Refunds and to inspect any records, Approved Site(s), Approved TIS or other property that RSP or anyone so authorised reasonably requires to inspect so as to verify that the Licensee has performed and is capable of performing its obligations under this Agreement and in particular its obligations under Clause 12 of this Agreement.

- 22.2.3. The Licensee 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 Licensee's ATOC- and/or RSP-related records), subject to Clauses 28 and 37, subject to the provisions of applicable national privacy or other laws.
- 22.2.4. The Licensee or Licensee's TIS 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 13. In respect of any failure by the Licensee to comply with its obligations under this Agreement, the Licensee shall include in that statement details of such failures or errors and actual or proposed (with reasonable timeframes where necessary) actions necessary for ensuring compliance. The Licensee shall supply to RSP a copy of the self-certification statement within five (5) Business Days of completion of the audit.
- 22.2.5. Notwithstanding any of the foregoing provisions in this Clause 22 the Licensee 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.

22.3. Obligations of the Licensee to assist ATOC

The Licensee shall give every reasonable assistance to ATOC and RSP, and anyone authorised by either of them, shall comply with all their reasonable requests and shall allow them to take copies or extracts from its records which relate to this Agreement and the performance of the Licensee's obligations under this Agreement subject to its obligations to third parties (including as to confidentiality), data protection requirements and to there being no adverse impact upon the Licensee, its customers or its third parties.

23. PROVISION OF INFORMATION BY THE LICENSEE

- 23.1. The Licensee shall if requested by ATOC supply to ATOC information on any material change to the Licensee's trading conditions. The definition of material change shall be as reasonably determined by ATOC at the time of the request.
- 23.2. The Licensee shall use its reasonable endeavours to provide information it is required to disclose pursuant to this Clause 23 to ATOC within 4 weeks from receipt of such request, or such other period agreed with ATOC.
- 23.3. The Licensee shall provide such Management Information as is required by ATOC as detailed in Schedule 9.
- 23.4. The parties agree that the provisions of Clauses 28 and 37 below shall apply to any information disclosed pursuant to this Clause 23.

24. BONDS AND CHARGES

- 24.1. RSP shall require the Licensee to obtain, and keep renewed, a bond, guarantee, interim payments or on account payments held by RSP or other form of security or a combination thereof ("Security") for the purposes of securing the payment of all monies which the Licensee may become liable to pay to RSP under this Agreement. Such Security shall be upon such terms and with such persons as RSP may reasonably approve. The Licensee 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 Licensee, and adjusted in line with Clause 24.2 below.
- 24.2. The amount of the Security to satisfy Clause 24.1 shall be an amount equal to RSP's maximum exposure over 2 Settlement Periods on an historic or projected basis as RSP in its sole discretion shall determine. The initial value of the Security required by this Agreement shall be as specified in Appendix B to Schedule 4.

25. AUTHORISED SITES

- 25.1. The Licensee shall throughout the Term maintain a register of its Authorised Sites. The content and format of the register shall be as set out in Schedule 3 or otherwise agreed between the parties and shall be in operation by no later than one month after the Commencement Date.
- 25.2. Upon request from ATOC from time to time the Licensee shall within 14 days of such request provide ATOC with details of the information held in the register referred to in Clause 25.1 above.

26. TERM

26.1 This Agreement shall commence on the Commencement Date and shall have a 12-months rolling term, where termination notice can be given at any time by either party. 26.2 ATOC and RSP will enter into discussions with the Licensee prior to giving any notice of termination of this Agreement under or pursuant to Clause 26.1.

27. TERMINATION

27.1. Termination of Agreement

Without prejudice to their rights elsewhere in this Agreement, ATOC or RSP may terminate this Agreement with immediate effect by giving written notice to the Licensee if the Licensee:

- (a) has committed any act of fraud. The parties acknowledge that an individual act of dishonesty by an individual shall not constitute fraud by the Licensee for the purposes of this Clause provided that the Licensee 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.
- (b) is in material breach of this Agreement and remains in material breach for more than 10 days following notification to the Licensee by ATOC/RSP of such material breach, unless ATOC opts to suspend this Agreement according to the provisions of Clause 27.4
- (c) has failed to pay any amount(s) due to RSP under this Agreement on two consecutive Payment Dates;
- (d) has failed to obtain or keep renewed the Security required under Clause 24 as the case may be for a period of five (5) Business Days;
- (e) is unable to pay its debts (within the meaning of Sections 123 (construed without the reference to "appears to the Court that"), 222 to 224 or 268 of the Insolvency Act 1986) or has any voluntary arrangement proposed in relation to it under Section 1 of that Act or enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by ATOC);
- (f) 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;
- (g) goes into administration;
- (h) suffers the proposal of any resolution for its winding-up;
- (i) suffers the presentation of a petition for its winding up or bankruptcy;
- (j) becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction;
- (k) if a company becomes a subsidiary within the meaning of the Companies Act 2006 of a company of which it was not a subsidiary at the date of this Agreement or substantially all of the business of the Licensee is sold or transferred to another person;
- (l) the Licensee is guilty of any conduct which in the reasonable opinion of the ATOC is materially prejudicial to any of the Operators' interests;

- (m) a significant change in the organisation, methods of control or management of the Licensee in such a way as, in the opinion of the ATOC, results in the Licensee being manifestly and materially less able to carry out its duties under this Agreement effectively;
- (n) there is a Change of Control in accordance with Clause 45;
- (o) the Licensee ceases, for any reason, to be able to carry on business as Licensee under this Agreement in the International Markets or is prevented from carrying on such business; or
- (p) the Licensee fails to achieve the Pilot and an Approval Certificate in accordance with Clause 2.3.

27.1.1. Where the Licensee is incorporated under a law other than English law, sub-Clauses 27.1.(d) to 27.1.(j) above shall be interpreted to refer to such provisions, if any, under such other relevant law as have similar or analogous effect.

27.1.2. The Licensee may terminate this Agreement at any time upon six months' notice in writing to ATOC and RSP.

27.2. Accrued rights and obligations.

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

27.3. Obligations of Licensee on termination

27.3.1. Immediately upon termination of this Agreement upon request from ATOC or RSP the Licensee shall at its own cost, return to ATOC or RSP or any person nominated by them by recorded postal delivery all materials and other information relating to this Agreement supplied to the Licensee and any material using the names of any of the Rail Products. The Licensee shall also, if so requested by ATOC, surrender to ATOC all Tickets held by or on behalf of the Licensee (for which ATOC shall reimburse the Licensee the verifiable invoiced purchase cost of such Rail Products).

27.3.2. The Licensee shall also allow ATOC, RSP and/or their licensees to remove immediately upon termination of this Agreement any and all such materials and information relating to this Agreement and supplied by them.

27.3.3. Once this Agreement is terminated the Licensee shall not 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 hold itself out as having any authority to so inform any customer or potential customer.

27.3.4. Any tickets issued in respect of legitimate sales made by the Licensee before termination shall continue to be valid for the journeys and on the Operator services for which they were purchased.

27.3.5. Following termination, ATOC and/or RSP shall continue to accept and process in accordance with normal procedures any Refunds on tickets which were legitimately sold and issued before termination.

27.4. Suspension of Agreement

27.4.1. Notwithstanding any other provision of this Agreement in the event that the Licensee is in material breach of this Agreement and remains in material breach for more than 10 days following notification to the Licensee by ATOC/RSP of such material breach ATOC/RSP may at any time issue the Licensee with a notice in writing suspending this Agreement in relation to the authority it has given to the Licensee to sell Rail Products ("Suspension Notice").

27.4.2. The Suspension Notice shall include the reason for suspension of the Agreement and any action required of the Licensee at its own cost to either remedy or prevent such breach as the case may be and such suspension shall:

- (a) be for such reasonable period of time as ATOC/RSP at their sole discretion may determine (the "Suspension Period");
- (b) not release the Licensee from its obligation to pay to RSP any sums outstanding relating to Rail Products sold before the commencement of the Suspension Period;
- (c) not release the Licensee from any obligation it may have under this Agreement to maintain a bond.

27.4.3. Upon carrying out to the satisfaction of ATOC/RSP the action specified in the Suspension Notice ATOC/RSP shall notify the Licensee in writing of the end of the Suspension Period and immediately reinstate the Licensee. Such notification shall be without prejudice to ATOC's/RSP's right to issue further Suspension Notices.

27.4.4. In the event that the Licensee fails to carry out to the satisfaction of ATOC/RSP the action specified in the Suspension Notice ATOC/RSP may at their sole discretion elect to:

- (a) extend the Suspension Period for a further period of time; or
- (b) terminate this Agreement in accordance with its terms.

27.5. Suspension by Licensee

27.5.1. The Licensee may at any time immediately suspend the sale of Rail Products to International Markets for such time as it sees fit in circumstances where there is, or is likely to be, an event that causes a material adverse effect upon the Licensee, the Operators or RSP/ATOC.

28. CONFIDENTIALITY

28.1. Each of the parties shall treat any information that they or any of their delegates or agents receives from any other under this Agreement as confidential. Accordingly, no party shall, and each of them shall procure that its delegates and agents do not, disclose such information (or any other confidential information relating to any other party held by them) to any other person. However, subject to any other applicable confidentiality obligations, information may be disclosed by any party or a person acting on behalf of any party:

- (a) to the extent contemplated by this Agreement;
- (b) where the disclosure is required under the Act or is otherwise made under compulsion of law;
- (c) to the Rail Regulator, the Authority or taxation authority;
- (d) to any person to whom any of RSP's powers, discretions or obligations under this Agreement have been delegated;
- (e) to the professional advisers of ATOC, RSP, or any Operator;
- (f) to the extent necessary for the performance by ATOC or RSP of their obligations under this Agreement;
- (g) for the purpose of enabling ATOC, RSP, or any Operator; to institute, carry on or defend any legal proceedings; and
- (h) to the extent that such information is in the public domain at the time of the disclosure otherwise than as a result of a breach of this Clause 28.

29. ASSIGNABILITY/SUB-CONTRACTING

29.1. By the Licensee

The Licensee's rights and obligations under this Agreement are personal to the Licensee and are not capable of being assigned, charged or otherwise transferred or encumbered. The Licensee shall not attempt or purport to assign, charge or otherwise transfer or encumber any of such rights and obligations. The Licensee may sub-contract/sub-licence its rights and

obligations in the manner envisaged by Clause 11 or as otherwise set out in an approved Marketing and Promotion Plan.

29.2. By RSP or Operators

Without prejudice to Clause 31, the Operators' rights and obligations under this Agreement are personal to each Operator and are not capable of being assigned charged or otherwise transferred or encumbered. The rights and obligations of RSP under this Agreement are personal to RSP save that (other than in respect of liability already incurred) they shall be assigned by RSP in whole or in part to any person which assumes the relevant functions of RSP from time to time.

30. NOTICES

30.1. The Licensee shall maintain, as a minimum, a nominated United Kingdom based solicitor to accept service of documents or notices and prior to the commencement of this Agreement notify the details of such solicitor to ATOC.

30.2. Service

30.2.1. Service of notices (other than notice of termination) or other documents referred to in this Agreement shall be effected by:-

- (a) post to the proper address;
- (b) leaving the document at the proper address; or
- (c) personal service.

30.2.2. Service of notices of termination shall be effected by registered post, or some other secure method providing delivery confirmation, to the proper address.

30.3. Proper address

The proper address of a person is: -

- (a) in the case of the Licensee, the current address for service notified to ATOC in accordance with this Clause 30, its principal or last known place of business in the United Kingdom or, if the Licensee is a body corporate, its registered office in the United Kingdom;
- (b) in the case of any Operator; the address of ATOC;
- (c) in the case of RSP, its registered office in the United Kingdom; or

- (d) the business address of the solicitor, if any, who is acting for that person in the matter in connection with which the service of the document in question is to be effected.

30.4. Date service is effected

Where post is used and the document is proved to have been posted, the document shall be deemed to be delivered on the postal date. Where the document has been left at the relevant party's official address for correspondence the date of delivery shall be deemed to be the date on which it was left.

31. REPLACEMENT OF ATOC

- 31.1. The Operators may from time to time terminate the appointment of ATOC and appoint a substitute by notice in writing to the Licensee signed by ATOC from the Operators or a person (other than ATOC) authorised to act on their behalf. In such event, references in this Agreement to "ATOC" shall be construed as referring to such substitute.

32. CHANGE OF OPERATORS

32.1. New Operators

ATOC may from time to time give the Licensee reasonable prior written notice that a new Operator will be party to this Agreement. Upon the expiry of such notice the Licensee and such Operator shall acquire such rights and obligations with respect to each other as they would have had if they had entered into an agreement substantially in the form of this Agreement at the date of the expiry of such notice and references in this Agreement to the Operators shall, subject to Clause 32.2, include such Operator.

32.2. Withdrawal of Operators

ATOC may from time to time give the Licensee reasonable written notice of the withdrawal of an Operator from this Agreement. Upon the expiry of such notice this Agreement shall terminate with respect to that Operator and references in this Agreement to the Operators shall be construed accordingly. Such termination shall not affect any rights or obligations which have accrued at the date it occurs or the rights or obligations of the parties with respect to any other Operator.

33. AUTHORITY OF OPERATORS

- 33.1. Only ATOC is authorised to give any notices, consents or waivers contemplated by or otherwise relating to this Agreement on behalf of the Operators. No notice, consent or waiver given by any Operator (other than by ATOC) on behalf of another shall be binding on that other Operator unless the notice, consent or waiver has been expressly authorised by that other Operator in writing.

34. WAIVER

- 34.1. No act or omission by ATOC or RSP or the Licensee of the performance of any of the provisions of this Agreement shall operate or be construed as a waiver unless stated to be a waiver in writing.
- 34.2. No waiver by ATOC or RSP or the Licensee of the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default, whether of a similar or a different character. A failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

35. INVALIDITY

- 35.1. 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.

36. COMPETITION ACT 1998

- 36.1. If any party to this Agreement considers that an approach to the Office of Fair Trading should be made under the Competition Act 1998 whether for formal or informal guidance, then the parties will use their best endeavours to co-operate to make such an approach at the earliest date at which any party shall consider any such an approach to be appropriate.

37. DATA PROTECTION ACT

- 2.1. 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 Personal Data processed on behalf of the Customer;
 - (c) (in respect only of the Licensee) its data protection notification and its privacy policy contemplate 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 Licensee's obligations under Schedule 9;

- (d) it will co-operate fully with each of the Licensee, 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 Licensee, 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.

38. VARIATION

- 38.1. If ATOC and/or RSP introduce any Mandatory Variations, the Licensee shall accept such changes and the Licensee 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.

39. OTHER REGULATORY REQUIREMENTS

- 39.1. The Licensee shall act with reasonable care and skill in performing its duties under this Agreement and shall not knowingly put any of the Operators in breach of any applicable legal or regulatory requirements when providing Train Service Information or selling a Rail Product or communicating with any purchaser or potential purchaser of such a Rail Product.

40. NATIONAL RAIL CONDITIONS OF TRAVEL

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

41. BUSINESS NAMES

- 41.1. The Licensee shall notify ATOC when it changes the name(s) under which the Licensee trades and shall not change the location or number of its Authorised Sites except in accordance with the provisions of this Agreement.

42. COMPLIANCE WITH PROCEDURES

The Licensee shall comply with any instructions and procedures relating to the operation of this Agreement and notified to it by ATOC or RSP from time to time.

43. TIME OF THE ESSENCE

43.1. In this Agreement time shall be of the essence.

44. DISPUTE RESOLUTION PROCESS

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

44.2. Where a dispute arises, in the first instance a member of ATOC's Customer Board and a Director of the Licensee 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.

44.3. 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

44.4. 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

44.5. 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.

45. CHANGE OF CONTROL

45.1. The Licensee must notify ATOC in writing within one month after a Change of Control (as defined by Clause 45.2) in the Licensee or its holding company. ATOC may (as set out in this Clause) terminate this Agreement by notice in writing if there is a Change of Control which ATOC reasonably considers will have a material effect on the Licensee's ability to fulfil its obligations under this Agreement or is in some other material way detrimental to the interests of the Operators. ATOC shall only be permitted to exercise its rights pursuant to this Clause 45.1 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.

45.2. For the purposes of Clause 45.1 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 Licensee or a holding company of the Licensee acquires control (as so defined) of the Licensee or of such a holding company, Provided that, for the avoidance of doubt:

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

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

46. LIABILITY AND FORCE MAJEURE

- 46.1. 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.
- 46.2. Nothing in this Agreement shall operate to exclude or restrict any party's liability for:
- (i) death or personal injury resulting from negligence; or
 - (ii) fraud other than an individual act of dishonesty as set out in Clause 27.1; or
 - (iii) breach of the intellectual property rights, of any person (whether or not a party) and in addition, obligations in respect of any indemnity related to use of a party's intellectual property rights shall not be limited.

Effect of a Force Majeure Event

- 46.3. 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:-
- (i) 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;
 - (ii) 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;
 - (iii) 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
 - (iv) 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"

- 46.4. For the purposes of this Agreement, "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).

47. GOVERNING LAW

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

SCHEDULE 1- THE 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 Express Limited	12544930
11.	Grand Central Railway Company Limited	03979826
12.	Hull Trains Company Limited	03715410
13.	London & South Eastern Railway 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	04402048

22.	First Trenitalia West Coast Rail Limited	10349442
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The list of operators may change according to the franchising agreement. The current list is available on request.

SCHEDULE 2 - LICENSEE'S REMUNERATION

The Licensee's Remuneration 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.:

The level of commission during the Term shall be as follows:

Product Range	Commission Payable
BritRail Passes 1 Apr 2017 – 31 Mar 2026	8.0%
National Rail point to point Tickets 1 Oct 2014 – 31 Mar 2026	8.0%

SCHEDULE 3 - AUTHORISED SITES

Authorised Sites shall be shown separately categorised under the following headings:

- (i) Retail premises
- (ii) Telephone Sales Centres
- (iii) Internet Sites (including, without limitation, through an API, mobile or other IP-enabled device)
- (iv) Sub-Licensees
- (v) White Labels

SCHEDULE 4 - 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 Licensee;
 - 1.1.2 Refunds made by the Licensee in respect of Rail Products;
 - 1.1.3 Licensee's Remuneration;
 - 1.1.4 RSP Service Charges; and
 - 1.1.5 Ticket on Departure Fulfilment Charges and Barcode Fulfilment Charges, if applicable;
- 1.2 It is acknowledged that certain obligations on the Licensee will in practice be met by the Licensee's TIS. However, the Licensee will remain responsible for ensuring that such obligations are met.
- 1.3 Arrangements concerning the settlement of paper BritRail Passes are detailed in Appendix C to this Schedule 4. Once BritRail Passes are integrated into the National Rail product range and are able to be fulfilled to CCST stock they will be settled under the provisions of this Schedule 4.

2. Provision of Information by the Licensee

- 2.1 Each Settlement Period the Licensee or Licensee's TIS shall provide to RSP the information referred to in Paragraphs 3 to 6 in respect of all Rail Products sold, issued or Refunded by it during that Settlement Period. All such information shall be provided:
- 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;
 - 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 Licensee from time to time, either generally or in any particular case, including any procedures that are intended to be used if it is impossible or impractical to provide the information in the usual way.

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).

2.4 The Licensee shall make arrangements for the transfer of such information to RSP systems from such Approved TIS. Such transfer shall take place at such times and in accordance with such procedures as RSP may notify to the Licensee from time to time and the Licensee shall cooperate with such procedures.

3. Information about Non ToD transactions

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

3.1.1 the code, as supplied by RSP, for the region where the Rail Product was sold;

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 but excluding any tax or duty specific to the Rail Product due in the country of sale) of that 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 issue the Rail Product, the number of the Approved TIS unless the Approval Certificate for that Approved TIS does not specify a number for it; and

3.1.13 any other information relating to such Rail Product required by RSP (other than personal data relating to the Customer) from time to time.

4. Information about ToD transactions

4.1 In addition to the information specified in paragraphs 3.1.1 to 3.1.13 above, the Licensee 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 CTR for the Rail Product(s) as supplied to the Licensee's TIS by RSP; and

4.1.2 the name and address of the customer.

5. Information about Reservations

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

5.1.1 the code, as supplied by RSP, for the region where the Reservation was sold;

5.1.2 the type of Reservation and the date on which the Reservation is valid;

5.1.3 the departure time of the train service on which the Reservation is valid;

5.1.4 the stations between which the Reservation is valid;

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

5.1.6 the class of accommodation to which the reservation relates;

5.1.7 the Price (including any applicable VAT but excluding any tax or duty specific to the Rail Product due in the country of sale) of the Reservation;

5.1.8 the amount of any VAT charged;

5.1.9 the number of the Approved TIS used to issue the Reservation;

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

5.1.11 any other information relating to such Reservation required by RSP (other than personal data of the Customer) from time to time.

6. Information about Refunds

6.1 Where a Refund is made by the Licensee in respect of an unused or partly used Rail Product (other than a mobile ticket or an e-ticket), the Licensee 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 Licensee by ATOC in line with any industry wide changes and corresponding timescales mandated by the Operators from time to time.

6.2 Licensees must comply with the Travel Agents Refund Service (TARS) procedure as notified from time to time by RSP including but not limited to any requirement to charge an administration fee.

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

6.3.1 the code, as supplied by RSP, for the region where the Refund was made;

6.3.2 the date the Refund was made;

6.3.3 the amount of the Refund before the deduction of any administration fees;

6.3.4 the Rail Product in respect of which the Refund was made;

6.3.5 whether the person to whom the Refund was made was charged a administration fee and, if so, the amount of such administration fee (including applicable VAT);

6.3.6 the net value of the Refund made; and

6.3.7 any other information relating to such Refund required by RSP (other than personal data of the Customer) from time to time.

6.4 The Licensee or Licensee's TIS must provide the information referred to in Paragraph 6.2 above within five (5) Business Days after the week in which the relevant Refund was made.

7. Information Supplied Incorrectly

7.1 If any information provided to RSP by the Licensee under Paragraphs 3 to 6 is incomplete, fails RSP validation, is provided in a different format or in accordance with a different procedure

from that specified by RSP and agreed by the Licensee from time to time, 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 Licensee accordingly of this decision within five (5) Business Days and also advise the Licensee within ten (10) Business Days of any costs which the Licensee 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.

- 7.2 Where the Licensee fails to provide the information referred to in Paragraphs 3 to 6 above by the time it is required to do so pursuant to those Paragraphs in accordance with Paragraph 2.1 above and, as a result, any Rail Products issued by that Licensee are not Accepted for Clearing until after the end of the Settlement Period in which they were sold in respect of ToDs, Issued or made, RSP may calculate the amount of Licensee's Remuneration to which the Licensee would otherwise be entitled in respect of those Rail Products. If RSP decides to make this calculation, that Operator shall not be entitled to receive Licensee's Remuneration on those Rail Products at that time, but will receive the Licensee's Remuneration when the Rail Products Issued by the Licensee are Accepted for Clearing, less RSP's reasonable costs.
- 7.3 If the reasonable cost (including any VAT for which RSP is not entitled to a credit under the VAT Act) to RSP of calculating the amount of the Licensee's Remuneration referred to in sub-Paragraph 7.2 above exceeds the amount of that Licensee's Remuneration (together with any applicable VAT), the excess (including any applicable VAT) will be payable by the Licensee to RSP on demand (or, in the event that VAT is applicable, within twenty (20) Business Days of provision to the Licensee of an appropriate invoice together with any applicable VAT).

8. Data Re-creation

- 8.1 If any information which the Licensee is bound to provide under Paragraphs 3 to 6 is lost or destroyed before the relevant Rail Product and/or Refund information has been Accepted for Clearing or for any other reason it is impossible or impracticable for the Licensee to provide the information, the Licensee shall notify RSP accordingly as soon as reasonably practicable after such event occurs.
- 8.2 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.
- 8.3 The Licensee shall co-operate with RSP, and provide it with such further information as it reasonably requires, to enable RSP to obtain or estimate such missing information.
- 8.4 Any missing information which is obtained by RSP from an alternative source, or is estimated by it under this Paragraph 8.4 shall, for the purpose of the Clearance and Settlement

Procedure, be deemed to have been provided by the Licensee in the absence of fraud or wilful default or manifest error by RSP.

- 8.5 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 Licensee of an appropriate VAT invoice together with any applicable VAT).

9. Time at Which Items are Accepted for Clearing

- 9.1 RSP may elect to treat any Rail Product or Refund in relation to which the information referred to in Paragraphs 3 to 6 was:

9.1.1 received by it in a particular Settlement Period from the Licensee, 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

9.1.2 incomplete or supplied in a format or in accordance with a procedure which is different from that specified by RSP and agreed by the Licensee 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.

10. Effect of Acceptance for Clearing

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

11. Preservation of Information

Information

- 11.1 The Licensee shall preserve the information specified in Paragraphs 3 to 6 in relation to every Rail Product it Issues, or every ToD transaction it sells, and every Refund it makes. Such information shall 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.
- 11.2 Where the Licensee's Approved TIS requires it, RSP shall make arrangements for the transfer of information from the Licensee's Approved TIS to RSP. Such transfer shall take place at such times and in accordance with the procedures as at the date of this Agreement, or such

procedures as RSP may notify the Licensee from time to time and the Licensee shall co-operate with such procedures. Where the Licensee's TIS automatically transfers information to RSP, the Licensee shall comply with the requirements of the Approval Certificate for that Approved TIS when transferring information to RSP.

- 11.3 The Licensee shall preserve summaries of Rail Products and Refunds which were sold in respect of ToDs, Issued or made using an Approved TIS for thirteen (13) Settlement Periods after the end of the Settlement Period in which the information specified in Paragraphs 3 to 6 relating to such Rail Products and Refunds was received by RSP.
- 11.4 RSP may from time to time request, and if so requested the Licensee shall provide, any information (other than personal customer data) in the Licensee's possession or control which relates to Rail Products sold, Issued and Refunded by the Licensee during the twenty four (24) month period preceding such request and in which the Operators or RSP have an interest.
- 11.5 Where any of the information specified in Paragraph 3 to 6 includes VAT information then the Licensee 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

- 11.6 With the exception of electronic data, which has been transferred to RSP, the information referred to in this Paragraph 11 shall be preserved electronically with an additional electronic copy held securely.

12 Settlement of Revenues

General

- 12.1 This Paragraph 12 relates to settlement of revenues arising under this Agreement as a result of Rail Products Sold, Issued or of Refunds made by the Licensee which were Accepted for Clearing by RSP in that Settlement Period or any other amounts payable by the Licensee in that Settlement Period.

Calculation of the Interim Payment

- 12.2 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 Licensee 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 Licensee from time to time.

- 12.3 If the Licensee 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 Licensee and RSP agree to this five (5) Business Days prior to the start of the Settlement Period concerned.

Notification to the Licensee of Interim Payments

- 12.4 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 Licensee of the Interim Payments payable by the Licensee under Paragraph 12.2 above in that Settlement Period.

Payment of the Interim Payment & RSP Service Charges

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

Calculation of the Settlement Amount

- 12.6 The Licensee Settlement Amount for a Settlement Period shall be the amount as calculated in accordance with Paragraph 12.7 below.

Amount Owed by the Licensee

- 12.7 RSP shall in respect of each Settlement Period using the information supplied by the Licensee and Accepted for Clearing by RSP under Paragraphs 3 to 7 calculate an amount (the "Licensee 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 Licensee 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 Licensee or on its behalf, and Accepted for Clearing by RSP, during that Settlement Period (together with any applicable VAT);

LESS

- (c) the Licensee's Fee together with any applicable VAT;

PLUS

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

and PLUS

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

- 12.8 The Licensee will pay to RSP the Licensee Settlement Amount (as calculated in accordance with Paragraph 12.7) less the Interim Payments, in respect of each relevant Settlement Period, on the relevant final settlement payment date as set out in Schedule 5.

Documents to be Supplied by the Licensee to RSP

- 12.9 In respect of Rail Products sold, Issued and manual Refunds made by the Licensee, and Accepted for Clearing by RSP, under this Agreement the Licensee 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 Licensee in accordance with Clause 36, detailing all Refunds made by the Licensee and including the original refunded Rail Product, save for non-issues; and

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

- 12.10 If during the term of this Agreement the Licensee achieves accreditation for an automated Refunds solution, then the relevant Approval Certificate shall apply in respect of any documentation required by RSP and Paragraph 12.9 shall not apply.

Rectification of Errors

- 12.11 If, upon receipt of the information provided by the Licensee under Paragraph 2, RSP disputes with good reason the Licensee's information, it shall within ten (10) Business Days recalculate the Licensee's Settlement Amount for that Settlement Period and notify the Licensee accordingly. The Licensee 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 Licensee in accordance with this Paragraph 12.11 is greater than the amount notified to RSP in accordance with Paragraph 2, the Licensee shall pay the difference to RSP forthwith unless RSP permits the Licensee 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 Licensee is less than the amount notified to RSP in accordance with Paragraph 2, the Licensee 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

- 12.12 Any amounts due from the Licensee 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.
- 12.13 The Licensee may not terminate or vary the terms of any such mandate that it grants to RSP without RSP's prior consent.
- 12.14 Payments due to the Licensee 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 Licensee notifies

to RSP from time to time on a non-discriminatory basis on not less than one month's written notice to the Licensee.

13. Liability to Pay Interest

13.1 If the Licensee 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.

13.2 Interest accrued under this Paragraph 13 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.

14. Ticket on Departure Service ("ToD")

ToD Selling Obligations

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

ToD Service Charges

14.1 Each Settlement Period, RSP will levy a ToD Service Charge against the Licensee, which is a variable charge based on the Licensee's percentage of industry ToD transactions for the previous period. This ToD Service Charge can be varied by RSP and will be paid by the Licensee to RSP each Settlement Period on one of the Payment Dates.

ToD Fulfilment Charge

14.2 For each unique CTR placed by the Licensee, a ToD Fulfilment Charge will be due from the Licensee 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 Licensee.

14.2A 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 4 above) on RDG's Live Sales Management database, subject to minimum and maximum fees where stated below.

14.2B For ToD fulfilment at a self-service TIS, the following fee structure shall apply:

14.2B.1 Subject to sub-paragraph 14.2B.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.

- 14.2B.2 For CTR values of less than £15, a fixed minimum fee of 7.5p per CTR shall be due.
- 14.2B.3 For CTR values at or above £100, a fixed maximum fee of 50p per CTR shall be due.
- 14.2C For ToD fulfilment at a ticket office TIS, the following fee structure shall apply:
- 14.2C.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.
- 14.2C.2 In the event that 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**”).
- 14.2D These charges are included in Licensee Settlement Amount as calculated in paragraph 12.7 of this Schedule 4.
- 14.2E Subject to sub-paragraph 14.2F 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 paragraph 14.2 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.
- 14.2F Any Operators’ notice pursuant to sub-paragraph 14.2E above shall be subject to a prior consultation process between RDG/ATOC/RSP (on behalf of the Operators) and the TPRR.
- 14.3 ToD Fulfilment Charges are only subject to change following formal approval by the Authority and any change shall be advised to the Licensee by ATOC.
- 14.4 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 Licensee.
- Inter Operator/Licensee TIS Relationships*
- 14.5 In order to participate in ToD, the TIS being used by the Licensee 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 Licensee must ensure that they have appropriate arrangements in place in order that they can comply with all requests from RSP in respect of complying with RSP ToD Accreditation Standards.
- 14.6 In order to comply with RSP ToD Accreditation Standards, the Licensee 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.

- 14.7 If the Licensee becomes non compliant in respect of the RSP ToD Accreditation Standards, the Licensee shall be in breach of Paragraph 14.5 of this Schedule and will therefore have its ability to retail ToD withdrawn by RSP with immediate effect.

ToD Interoperability Testing

- 14.8 In order to participate in ToD, the TIS being used by the Licensee shall participate in certain testing activities 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.

- 14.9 The Licensee must ensure that they have appropriate arrangements in place in order that they can comply with all 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

- 14.10 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 Licensee is required to make themselves aware of the contents and comply with them at all times. The ToD Code of Practice is detailed in Schedule 11 to this Agreement.

Licensees' Customer Helpdesk

- 14.11 The Licensee 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 Licensee. The customer helpdesk must be available as follows except for 25th December:

Monday – Friday	06.00hrs to 20.00hrs UK time
Saturday - Sunday	08.00hrs to 18.00hrs UK time
Bank Holidays	08.00hrs to 18.00hrs UK time

14A Barcode Fulfilment Charge

- 14A.1 For each Barcode Ticket transaction carried out by the Agent, a Barcode Fulfilment Charge will be due from the Agent to RSP.

- 14A.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%.

14A.3 Above the collar the Barcode Fulfilment Charge will be a rate of 0.08% subject to a cap of £0.30.

14A.4 The Barcode Fulfilment Charges are included in Agent Settlement Amount as calculated in Paragraph 13.7.

14B.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.

14B.2 For each S-ticket Transaction carried out by the Agent, an S-ticket Fulfilment Charge will be due from the Agent to RSP.

14B.3 The S-ticket Fulfilment Charge is calculated as 0.15% of the Transaction value.

14B.4 The S-ticket Fulfilment Charges are included in the Agent Settlement Amount as calculated in paragraph 13.6 of the Agreement.

15. Disaster Recovery & Business Continuity

15.1 The Licensee shall ensure that in respect of all RSP data used by the Licensee, it has adequate and sufficient disaster recovery & 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 Licensee 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.

16 Payment Card Industry Data Security Standard (PCIDSS)

16.1 The Licensee 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 Licensee liable to fines levied by the Payment Card Industry, which are outside the scope of this Agreement.

17. Rail Availability Reservation Service (RARS2)

17.1 RSP may from time to time request, and if so requested the Licensee shall provide, any information or statistics in the Licensee'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, must be provided by the Licensee to RSP, within twenty-one (21) Business Days of any such request being made by RSP. For the avoidance of doubt, where the Licensee 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. RSP Service Charges

18.1 RSP Services are provided on a non-discriminatory basis. RSP Service Charges reflect the cost which RSP incurs in sourcing these RSP Services from its suppliers and may be varied by RSP from time to time in accordance with changes to charges incurred by RSP, changes to RSP Services or changes to the way in which RSP Services are charged out

18.2. The RSP Service Charges are listed in Appendix D to this Schedule and are subject to an annual review at the end of each RSP financial year, by RSP who shall vary these charges in accordance with changes to charges incurred by RSP and changes to RSP Services. RSP shall, following each annual review, advise the Licensee by 31 May each year of the fixed RSP Service Charges which the Licensee shall pay each Settlement Period during the RSP financial year. RSP shall also, following each Settlement Period, advise the Licensee of the variable RSP Service Charges which the Licensee shall pay each Settlement Period during the RSP financial year.

19. Fraud Prevention

19.1 The Licensee 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 Licensee 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 Licensee and these should be considered

20 Liability of RSP

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

21. Time Limits

21.1 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.

22. Payments Free and Clear of Set-Off

22.1 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.

SCHEDULE 4 - APPENDIX A

TOD BOOKING EMAIL CONFIRMATION

The format of the email confirmation sent to customers following a ToD Bookings made by the Licensee can be determined by the Licensee; 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 Retailer making the Booking – M & B
- Contact details and instructions for contacting Retailer – 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 - APPENDIX B

INITIAL VALUE OF SECURITY – CLAUSE 24

The Licensee shall be required to have and to maintain an initial bond, guarantee or other form of security or combination thereof in the favour of RSP in a sum to be determined by RSP.

At the time of signing this Agreement, the initial value of Security shall be £XXX as determined by RSP in accordance with Clause 24 of this Agreement.

SCHEDULE 4 - APPENDIX C

ARRANGEMENTS FOR SETTLEMENT OF PAPER BRITRAIL PASS PRODUCTS

1. General

- 1.1. The arrangements described below shall apply to the reporting and settlement of sales of BritRail Passes for as long as these continue to be issued by the Licensee on paper ticket stock.
- 1.2. For the avoidance of doubt, the arrangements described below shall apply only to sales and settlement of BritRail Passes made after 1 October 2014 under this Agreement.
- 1.3. Once the BritRail Pass has been migrated to CCST stock, the Clearance and Settlement procedure detailed in Schedule 4 will apply and shall supersede this Appendix C of Schedule 4.

2. Issuing of BritRail Passes

- 2.1. The Licensee shall issue BritRail Passes according to a layout advised by ATOC. Before commencing sales of BritRail Passes, the Licensee shall submit samples of its layout to ATOC for approval.
- 2.2. The Licensee may only issue BritRail Passes on secure ticket stock. Examples of the ticket stock to be used shall be submitted by the Licensee to ATOC for approval before the commencement of sales.
- 2.3. It is the responsibility of the Licensee to procure and keep secure approved ticket stock. Where the Licensee is unable to procure suitable ticket stock, ATOC may supply ticket stock to the Licensee at the Licensee's expense. The usage of any ticket stock supplied to the Licensee by ATOC shall be subject to audit by ATOC/RSP.

3. Reporting of BritRail Pass Sales

- 3.1. At the end of each month the Licensee shall compile a summary return, in the format agreed by the Licensee and ATOC, of all BritRail Passes sold or refunded.
- 3.2. The summary return should be sent to: internationalsettlements@atos.net , to arrive no later than the 26th of the following calendar month. Where the 26th is not a Business Day, then the summary return should be sent by the previous Business Day

4. Settlement of BritRail Pass Sales

- 4.1. The Licensee shall arrange for the net settlement amount in GBP due under the summary return to be paid into a designated RSP bank account by the 30th of the month following month of sale.

SCHEDULE 4 - APPENDIX D**RSP SERVICE CHARGES**

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

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

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

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

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

Service	Type of Charge	Charging Mechanism
Lennon Service	Fixed Charge Periodic Charge	A combination of 50% of Licensee’s percentage of industry earnings and 50% of Licensee’s percentage of industry issues for previous financial year
RARS2 Service	Fixed Charge Periodic Charge	<p>RARS2 shall carry an interim charge of 3p per reservation starting from 18 October 2020 until the consultation process on RARS2 is concluded and the final charge for RARS2 is agreed (“RARS2 Charges”).</p> <p>Agreement on an interim charging scheme is not based on an underlying cost allocation mechanism but on the parties’ good faith, without prejudice, negotiated position allowing RDG to charge for the usage of RARS2 pending finalisation of the consultation. Each party acknowledges that the agreed interim charge level is not indicative of the final charge.</p> <p>RARS2 Charges is subject to the adjustment for any underpayment or overpayment of charges.</p>
Passenger Assist	Fixed Charge Periodic Charge	Licensee’s percentage of industry earnings for previous RSP financial year

Warrants	Variable Charge	Periodic	Licensee's percentage of industry paper warrants processed in the previous Period
FasTIS + Oyster	Fixed Charge	Periodic	Price per machine
Telecom Recovery	Variable Charge	Periodic	Cost of ad hoc work undertaken over that provided as standard
TIS Accreditation Service	Variable Charge	Periodic	RSP Accreditation Day Rate (subject to separate accreditation agreement)
RSP Test Service	Fixed Charge	Periodic	Fixed industry wide charge
Live Sales Management	Variable Charge	Periodic	Licensee's percentage of industry ToD sales transactions for the previous period
Product Management Service	Fixed Charge	Periodic	Licensee's percentage of industry sales transactions for previous financial year
Data Transformation & Distribution Service	Fixed Charge	Periodic	Licensee's percentage of industry sales transactions for previous financial year
Routeing Guide Service	Fixed Charge	Periodic	Licensee's percentage of industry sales transactions for previous financial year
RSP Ltd Central Charges	Fixed Charge	Periodic	Licensee's percentage of industry sales transactions for previous financial year
Lennon Service Amortisation	Fixed Charge	Periodic	A combination of 50% of Licensee's percentage of industry earnings and 50% of Licensee's percentage of industry issues for previous financial year
Live Sales Management Amortisation	Variable Charge	Periodic	Licensee's percentage of industry ToD sales transactions for the previous period
Product Management Service Amortisation	Fixed Charge	Periodic	Licensee's percentage of industry sales transactions for previous financial year

SCHEDULE 4 - APPENDIX E

FORM OF BOND

[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 200 Aldersgate Street, London EC1A 4HD has entered into an international sales 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

SCHEDULE 5 – SETTLEMENT 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 6 - RAIL PRODUCTS THE LICENSEE IS AUTHORISED TO SELL

Subject to the restrictions on the Licensee's authority under this Agreement the Rail Products which the Licensee is authorised to sell shall consist of the following:

Rail Products which the Licensee is authorised to sell	<ul style="list-style-type: none">• All tickets to be issued with the aid of an approved Ticket Issuing system (TIS) for which the fare has been provided (except where excluded in the box below)• BritRail Passes, including BritRail Pass Inclusive Tour fares• Reservations relating to tickets and passes which it is permitted to sell• Such other products which may be settled through the sales of RSP as ATOC may notify from time to time• The Licensee is not obliged to undertake a transaction the value of which is less than £10
Rail Products which the Licensee is not authorised to sell	<ul style="list-style-type: none">• Season tickets• Tickets purchased with the benefit of a railway staff privilege card• Discount Cards (excluding the Disabled Persons and HM Forces Railcard)• Ticket sold in exchange for Warrants• Integrated tickets which contain elements that are not VAT zero-rated (e.g. tickets including attractions)• Interlining fares (Through Fares)• UIC NRT (TCV) fares

SCHEDULE 7 - APPROVED METHODS OF RETAILING**Part 1 – Methods of Retailing**

For the purposes of Clause 11.1 of this Agreement, a Method of Retailing may consist of one or all of the following methods:

- (1) 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 Licensee 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 Licensee	TBA by ATOC
Corporate Retailing	TBA by Licensee	TBA by ATOC
Telesales Centre	TBA by Licensee	TBA by ATOC
Mobile Retailing	TBA by Licensee	TBA by ATOC
International	TBA by Licensee	TBA by ATOC

Part 3 – Issuing Locations

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

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

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

The Licensee 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 Licensee	TBA by Licensee	TBA by ATOC
Site name	TBA by Licensee	TBA by Licensee	TBA by ATOC
Site name	TBA by Licensee	TBA by Licensee	TBA by ATOC

SCHEDULE 8 - NOT USED

SCHEDULE 9 - MANAGEMENT INFORMATION

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

1 GENERAL PROVISIONS

- 1.1 All individual customer data and corporate customer data referred to in this Schedule 9 shall remain the property of the Licensee.
- 1.2 The Licensee 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 9 shall:
 - (a) not be subject to warranties or indemnities from Operators in favour of the Licensee; and
 - (b) be provided to Operators free of charge.

2 INDIVIDUAL CUSTOMER DATA

- 2.1 Data from Licensee 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:

- Licensee 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 Licensee 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 Owing 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 Licensee's websites, which may require amendment of existing statements, has been suggested below:

- The Licensee and the Operator and its parent Owing 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 Licensee 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 CORPORATE CUSTOMER DATA

- 3.1 The Licensee 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:

<u>Data Element</u> <i>Field name needs to reflect the purpose of data</i>	<u>Max Size</u>	<u>Representation</u> <i>Outline of field data content</i>	
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. VTRROUTE20	
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 Licensee 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.
- 4.2 Arrangements set out in this Schedule shall be subject to any other agreement between the Licensee and the relevant Operator and shall be subject to appropriate arrangements with the Operators to protect the Licensee 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 Licensee 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 Licensee to ATOC and/or the Operator(s) under this Schedule.

SCHEDULE 10 - ATOC STANDARDS

1. As at the date of this Agreement the following ATOC Standards shall apply in respect of the following Approved Methods of Retailing:

- (a) Internet Site

ATOC Standard for the Operation of Internet Sites where such Internet Site is used for the sale of Rail Products to the general public.

- (b) Telephone Sales Centre

ATOC standard for the Operation of Telephone Sales Centres where such Telephone Sales Centre is for the sale of Rail Products to the general public.

These ATOC Standards may be varied or added to by ATOC at its sole discretion.

2. As at the date of this Agreement there are no defined ATOC Standards applicable for other Approved Methods of Retailing. For the avoidance of doubt this includes the sale of Rail Products to restricted customer groups such as defined corporate customers through Internet Sites or Telephone Sales Centres.
3. If a Licensee wishes to sell Rail Products to a restricted customer group such as those contemplated in Section 2 above using an Internet Site, the Licensee shall notify ATOC of the proposed service it intends to provide and details of the restricted customer group. ATOC may at its sole discretion stipulate appropriate retailing standards with which the Licensee must comply in relation to the Licensee's proposed service. Such standards shall be designed to be consistent, where appropriate, with the ATOC Standard for the Operation of Internet Sites, which sell Rail Products to the general public.
4. ATOC reserves the right, at its sole discretion, to withdraw or modify the ATOC Standards or to introduce new ATOC Standards from time to time. ATOC will, to the extent reasonably possible, consult with the Licensee on the most cost-effective way and time of implementing any such new Standard.
5. The services provided by the Licensee using the Methods of Retailing described in Paragraph 1 above, will be monitored from time to time by ATOC to determine compliance with the terms of the Agreement. If the Licensee fails to meet any of the requirements of the relevant ATOC Standard it will be required to take remedial action to rectify the cause of non-compliance. Such remedial action will be agreed between ATOC and the Licensee.

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 10, 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 LICENSEE

- 1.1. The Standard sets out the minimum and continuing standards required of the Licensee as a condition of being granted rights under the Agreement to provide Train Service Information and/or sell Rail Products on the Internet Site.

2. INFORMATION TO BE DISPLAYED AND THE VALUE OF TRANSACTIONS

- 2.1. The Licensee must ensure that all Fares the Licensee is obliged to sell applicable to a journey are displayed clearly and accurately on the Internet Site. The Licensee is not obliged to undertake a transaction the value of which is less than £10.
- 2.2. The value of the transaction referred to in Paragraph 2.1 (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 2.1 at the time of review.
- 2.3. The Licensee must ensure that when publishing Train Service Information and Rail Product information on the Internet Site, that all such information as has been provided by RSP to the Licensee is published on the Internet Site.
- 2.4. The Licensee must provide, or procure access to, all reasonable Train Service Information in response to enquiries from its clients seeking to purchase a Rail Product.
- 2.5. The Licensee must provide timetable and journey planning information required where applicable to comply with Annex II Part I to the Regulation of the European Parliament and of the Council on rail passengers' rights and obligations as detailed in Appendix A to this Schedule.

3. RAIL PRODUCTS OFFERED FOR SALE

- 3.1. The Licensee may only offer for sale those Rail Products listed in Schedule 6.
- 3.2. For the avoidance of doubt, the Licensee 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.
- 3.3. The Licensee 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).
- 3.4. The exceptions to the range of Rail Products or services listed in Schedule 8 that the Licensee is not permitted to offer for sale may be amended as agreed from time to time in writing

between the Parties. If ATOC deems it appropriate to amend the range of Rail Products that the Licensee is required to offer for sale, he will stipulate a reasonable date from when such Rail Products are to be offered for sale.

- 3.5. In cases where a customer enquires about a Rail Product or service that is not offered for sale through the Internet Site, the Licensee is obliged to provide the customer with information about how such a service or services can be enquired about and/or purchased.

4. PUBLICISING SITE ACCREDITATION

- 4.1. ATOC will use reasonable endeavours to promote the ATOC Accreditation Mark to raise public awareness.
- 4.2. The Licensee will ensure that the ATOC Accreditation Mark is displayed on its site, once it is Accredited to do so.

5 NATIONAL RAIL CONDITIONS OF TRAVEL

- 5.1. The Licensee will ensure that the Internet Site enables users to view the National Rail Conditions of Travel (as may be updated from time to time).

6. CUSTOMER COMMENTS

- 6.1. The Licensee must provide a means for customers to make comments and complaints about the service provided by the Internet Site.
- 6.2. The Licensee will be responsible for handling any comments and complaints about the service provided by the Internet Site using recognised best practice in each local sales market.

7. REFUNDS

- 7.1. The Licensee will provide a means for customers to apply for refunds in respect of the Rail Products purchased through the Internet Site and display the following information prominently:

- (a) name and address to which applications for refunds should be sent; and
- (b) direct contact numbers.

- 7.2. The Licensee must comply with any applicable best practice guidelines used by the Operators documenting the arrangements for processing refund applications as supplied to him from time to time by ATOC.

8. RESERVATIONS

- 8.1. 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 Licensee will take reasonable steps to ensure compliance with this restriction when issuing and changing Reservations.
- 8.2. The Licensee must not issue, or allow to be issued through the Internet 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.
- 8.3. The Licensee must make it clear to customers how to change a Reservation. Where the customer subsequently wishes to make a change to the Reservation, the Licensee may only issue a replacement Reservation when that existing Reservation has been cancelled.
- 8.4. In cases where a customer cancels a Ticket that has been sold in conjunction with a Reservation, the Licensee must immediately cancel the Reservation.

9. DESPATCH OF TICKETS

- 9.1. The Licensee 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 Licensee's general terms and conditions of sale. The Licensee shall bear the cost and risk of such arrangements.
- 9.2. The Licensee 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.
- 9.3. The Licensee 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. SITE ACCESS

- 10.1. The Licensee will arrange for the Internet 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 (local time) every day when RSP makes available the source data systems.
- 10.2. The Standard recognises that during certain times of the day it will be necessary to undertake Internet Site maintenance; the times when this is to take place must be kept to a minimum and clearly displayed on the Internet Site. Where possible such Internet Site maintenance should be undertaken at known periods of low-use.

11. INFORMATION THAT MUST BE DISPLAYED ON THE INTERNET SITE

11.1. The Internet Site must display the following:

- (a) The range of services and Rail Products provided by the Internet 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 Licensee is entitled by the agreement to use such mark, unless ATOC has given permission for the Licensee not to display such mark;
- (e) The name and address of the Licensee; and
- (f) The arrangements for obtaining telephone help or for contacting the Licensee by electronic means.

11.2. Any information that is time-dated must be clearly identified and displayed as a general notice on the Internet Site.

11.3. The Licensee may display its company logo or brand identity (or a third party's brand identity if the Licensee is operating an Internet Site on behalf of a third party) on the Internet Site.

11.4. The Licensee must 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 the industry's reputation

12. CUSTOMER COMMUNICATION

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

13. CUSTOMER HELP

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

13.2. The Licensee will make the Telephone Help service available at times appropriate to the needs of each local market, taking into account factors such as, but not limited to, customer demand,

automated help facilities and access to alternative ticket booking channels. The Licensee will make it clear to customers whether the Telephone Help service is, or is not, available on national public holidays.

14. CUSTOMERS WITH A DISABILITY

- 14.1. The Licensee is responsible for any costs in relation to ensuring that the Internet Site complies with national anti-discrimination legislation in relation to customers with disabilities.
- 14.2. The Licensee 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.
- 14.3. The Licensee must provide, to customers with a disability, the information required where applicable to comply with Annex II Part I to the Regulation of the European Parliament and of the Council on rail passengers' rights and obligations as detailed in Appendix A to this Schedule.

15. TICKET VALIDITIES AND CONDITIONS

- 15.1. The Licensee will ensure that the Internet Site displays the relevant terms and conditions applicable to the sale prior to the sale taking place. The Licensee will ensure that purchasers are asked to confirm acceptance of the terms and conditions before or at the time of purchase.

16. METHODS OF PAYMENT

- 16.1. The Licensee will determine the methods of payment by which purchasers can purchase Rail Products from the Internet Site but is not under an obligation to accept payment by cash.

17. SECURE PAYMENT ARRANGEMENTS

- 17.1. The Licensee will provide a recognised secure method of payment for the use of customers when purchasing Rail Products from the Internet Site.

18. FRAUD

- 18.1. The Licensee 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 Licensee will ensure that when applying the ATOC Accreditation Mark the design guidelines provided by ATOC for the use of the mark are adhered to.

- 19.2. ATOC hereby grants the Licensee a non-exclusive licence to use the ATOC Accreditation Mark for the term as permitted under this Agreement, and shall fully indemnify the Licensee in respect of any claim by a third party that such use by the Licensee infringes the intellectual property rights of such third party.

20. CHANGES

- 20.1. The Licensee must ensure that any changes it makes to the Internet Site 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.

ATOC Standard for the Operation of Telephone Sales Centres

1. OBLIGATION ON THE LICENSEE

- 1.1 The Standard sets out the minimum and continuing standards required of the Licensee 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. INFORMATION TO BE PROVIDED AND THE VALUE OF TRANSACTIONS

- 2.1 The Licensee must ensure that all Fares the Licensee is obliged to sell applicable to a journey are offered to customers. The Licensee is not obliged to undertake a transaction the value of which is less than £10.
- 2.2 The value referred to in Paragraph 2.1 (above) will be adjusted at the discretion of ATOC acting reasonably to take into account the real value of the amount referred to in Paragraph 3.1 at the time of the review
- 2.3 The Licensee must ensure that, when giving customers Train Service and Rail Product information, all such information as has been provided by RSP to the Licensee applicable to train service and/or Rail Product being enquired about, is given.
- 2.4 The Licensee must provide timetable and journey planning information required where applicable to comply with Annex II Part I to the Regulation of the European Parliament and of the Council on rail passengers' rights and obligations as detailed in Appendix A to this Schedule.

3. RAIL PRODUCTS OFFERED FOR SALE

- 3.1 The Licensee must only offer for sale those Rail Products listed in Schedule 6.
- 3.2 For the avoidance of doubt, the Licensee 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.
- 3.3 The Licensee 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).
- 3.4 The exceptions to the range of Rail Products or services listed in Schedule 8 that the Licensee is not obliged to offer for sale may be amended as agreed from time to time in writing between the Parties. If ATOC deems it appropriate to amend the range of Rail Products that the Licensee is required to offer for sale, he will stipulate a reasonable date from when such Rail Products are to be offered for sale.

- 3.5 In cases where a customer enquires about a Rail Product or service that is not offered for sale through the Telephone Sales Centre, the Licensee is obliged to provide the customer with information about how such a service or services can be enquired about and/or purchased.

4. PUBLICISING TELEPHONE SALES CENTRE ACCREDITATION

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

5. CUSTOMER COMMENTS

- 5.1 The Licensee must provide a means for customers to make comments and complaints about the service provided by the Telephone Sales Centre.
- 5.2 The Licensee will be responsible for handling any comments and complaints about the service provided by the Telephone Sales Centre using recognised best practice in each local sales market.

6. CALL HANDLING CAPACITY

- 6.1 The Licensee 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.
- 6.2 The Licensee is not obliged to provide call handling capacity for sales promotions arranged by the Operators about which the Licensee has not been given reasonable notice.

7. TELEPHONE NUMBERS AND CALL ANSWERING STANDARDS

- 7.1 The Licensee 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 6.2.
- 7.2 The Licensee will ensure that, at all times, callers are dealt with in a courteous and polite manner.

8. REFUNDS

- 8.1 The Licensee 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

- 8.2 The Licensee must comply with any best practice guidelines used by the Operators documenting the arrangements for processing refund applications as supplied to him from time to time by ATOC.

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 Licensee will take reasonable steps to ensure compliance with this restriction when issuing and changing Reservations.
- 9.2 The Licensee must not issue, or allow to be issued through the Internet 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 Licensee 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 Licensee 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 Licensee must immediately cancel the Reservation.

10. DESPATCH OF TICKETS

- 10.1 The Licensee 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 Licensee's general terms and conditions of sale. The Licensee shall bear the cost and risk of such arrangements.
- 10.2 The Licensee 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 Licensee must advise the customer of contact details to establish how to obtain the Ticket for the journey purchased in the event that a Ticket has been despatched to the customer by post, and does not arrive by the time specified when the transaction was completed

11. INFORMATION THAT MUST BE DISPLAYED ON PUBLICITY MATERIAL

11.1 The Licensee 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 Licensee is entitled by the agreement to use such mark, unless ATOC has given permission for the Licensee not to display such mark.

(b) The name and address of the Licensee

11.2 Any information shown in publicity material that is time-dated must be clearly identified and displayed as a general notice.

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

12. CUSTOMER COMMUNICATION

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

13. CUSTOMERS WITH A DISABILITY

13.1 The Licensee is responsible for any costs in relation to ensuring that the Telephone Call Centre complies with national anti-discrimination legislation in relation to customers with disabilities.

13.2 The Licensee 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.

13.3 The Licensee must provide, to customers with a disability, the information required where applicable to comply with Annex II Part I to the Regulation of the European Parliament and of the Council on rail passengers' rights and obligations as detailed in Appendix A to this Schedule.

14. TICKET VALIDITIES AND CONDITIONS

14.1 The Licensee will ensure that the Telephone Sales Centre clearly explains the relevant ticket restrictions and conditions applicable to the sale prior to the sale taking place and provides the means whereby the purchaser can on request obtain written details of such conditions. The Licensee will ensure that purchasers are asked to confirm acceptance of the terms and conditions before or at the time of purchase.

15. NATIONAL RAIL CONDITIONS OF TRAVEL

- 15.1 The Licensee will ensure that prior to the sale taking place the Telephone Sales Centre clearly explains that the customer is purchasing tickets according to the National Rail Conditions of Travel and provides the means whereby the purchaser can obtain details of such conditions.

16. METHODS OF PAYMENT

- 16.1 The Licensee will determine the methods of payment by which purchasers can purchase Rail Products from the Telephone Sales Centre but is not under an obligation to accept payment by cash.

17. FRAUD

- 17.1 The Licensee 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.

18. ATOC ACCREDITATION MARK

- 18.1 The Licensee 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 Licensee a non-exclusive licence to use the ATOC Accreditation Mark for the term as permitted under this Agreement, and shall fully indemnify the Licensee in respect of any claim by a third party that such use by the Licensee infringes the intellectual property rights of such third party.

19. CHANGES

- 19.1 The Licensee 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.

20. DISPUTES

- 20.1 The parties will resolve any disputes arising under the Standard in accordance with the procedure laid down in Clause 44 of the Agreement

SCHEDULE 10 - APPENDIX A

Extract from Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on Rail Passengers' Rights and Obligations

Annex II

Minimum information to be provided by railway undertakings and/or by ticket vendors

Part I: Pre-journey information

General conditions applicable to the contract

Time schedules and conditions for the fastest trip

Time schedules and conditions for the lowest fares

Accessibility, access conditions and availability on board of facilities for disabled persons and persons with reduced mobility

Accessibility and access conditions for bicycles

Availability of seats in smoking and non-smoking, first and second class as well as couchettes and sleeping carriages

Any activities likely to disrupt or delay services

Availability of on-board services

Procedures for reclaiming lost luggage

Procedures for the submission of complaints.

SCHEDULE 11 - TICKET ON DEPARTURE CODE OF PRACTICE

*Please see separate file: **ToD Code of Practice.pdf (V01.02 – November 2017)**. The latest version is available on request.*

SCHEDULE 12 - NATIONAL RAIL CONDITIONS OF TRAVEL

The Licensee 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:

http://www.nationalrail.co.uk/times_fares/46427.aspx

SCHEDULE 13 - SELF CERTIFICATION TEMPLATE

1. CRITERIA AND STANDARDS

1.1 The Licensee shall comply with the Licensee Control Objectives (as defined below) as part of the Licensee's obligations under the terms of this Agreement.

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

(a) Governance and Risk Management Objective:

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

2. ANNUAL LETTER OF ASSURANCE

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

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

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

- 2.3 The Licensee shall also provide RSP with a set of audit procedures (to be known as the "Licensee 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 Licensee 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 Licensee's performance under this Agreement and associated risk against the Licensee Control Objectives by:
- (a) reviewing the Annual Letter of Assurance, Directors' Control Statement and the Licensee Audit Procedures;
 - (b) determining and, if necessary, agreeing with the Licensee that additional work may be necessary to their Licensee Audit Procedures if, in the reasonable opinion of RSP, they are not considered to provide adequate assurance that the Licensee does comply with the Licence and the Agreement and the Licensee Control Objectives.
- 2.5 If pursuant to paragraph 2.4 above RSP determines that neither the Directors' Control Statement nor the Licensee Audit Procedures provide adequate assurance, then RSP shall reserve the right to carry out an audit of the Licensee (under the Licensee's supervision) in order to provide the Ticketing and Settlement Scheme Council and the directors of RSP with adequate assurance that the Licensee does comply with this Agreement and the Licensee Control Objectives.

3. MANAGEMENT AUDIT

- 3.1 If an audit is required under paragraph 2.5 RSP shall carry out an audit of the Licensee's management systems against the Licensee Control Objectives (the "Management Audit"). The Management Audit shall report whether or not:
- (a) the Licensee has in place and is complying with its own controls, objectives, policies and procedures that meet the requirements of this Agreement and the Licensee Control Objectives;
 - (b) the Licensee has reported to RSP in a timely manner any material deficiencies by the Licensee of its obligations under this Agreement, and the Licensee 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 Licensee 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 Licensee.
- 3.3 RSP shall permit the Licensee 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 Licensee in draft form a copy of the Management Audit report.
- 3.5 RSP shall provide an opportunity for the Licensee 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.

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- 3.6 RSP shall issue the final Management Audit report to the Licensee 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 14 – NOT USED

SCHEDULE 15 – ATOC COMPLIANCE ACTIVITY

1 DEFINITIONS

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|------------------------|---|--|
| Improvement Action | - | means the work that the Licensee must carry out pursuant to the Plan to improve performance of their obligations under the Agreement or which the Licensee may be required to carry out. |
| Improvement Milestones | - | means the dates set out in the Plan by which the Licensee must complete specified Improvement Action activities. |
| Plan | - | means the analysis and improvement plan which the Licensee must produce in accordance with the provisions of this Schedule. |
| ATOC Compliance Audit | - | means the survey and/or audit to determine whether the Licensee 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 Licensee'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 Licensee fails to meet the requirements of the relevant ATOC Standard it will be required to take Improvement Action to remedy the failure. The Licensee 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 Licensee'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 Licensee'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 Licensee 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 Licensee to restore compliance shall be at the sole expense of the Licensee, 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 Licensee does not perform Improvement Action activity in accordance with the Improvement Milestones set out in the Plan or if the Licensee 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 Licensee'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 Licensee 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 Licensee.
- (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 Licensee has restored compliance with its obligations to the reasonable satisfaction of ATOC and the Licensee 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 Licensee may continue to receive the Licensee's Fee and use such Methods of Retailing and/or Site(s) whilst Accreditation has been withdrawn; and / or
- (b) cease to pay any Licensee'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 Licensee 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 Licensee cease use of a Site or Sites, until such time as the Licensee 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 Licensee 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 Licensee fails to comply within the specified time this shall entitle ATOC to terminate under Clause 32.2.1, save where the Licensee 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 Licensee 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 Licensee's Fee shall be payable in respect of the relevant Method of Retailing and/or Site or Sites, save for the Licensee's Fee payable up to the time in which such Authorisation is withdrawn.
- 4.7 Without prejudice to ATOCs right to withhold the Licensee'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 Licensee'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 Licensee; or
 - (b) The Licensee 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 Licensee 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 Licensee may invoke the Dispute Resolution Process detailed in Clause 42 of this Agreement.

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

XXXXXXXXXXXX Limited

Signed by

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Director's name

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Director

For and on behalf of XXXXXXXXXXXX Limited

ATOC Limited

Signed by

.....

Director's name

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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