

Rail Delivery Group



RAIL INCLUSIVE TOUR LICENCE

Rail Delivery Group Limited Registered Office, 2nd Floor, 200 Aldersgate Street, London EC1A 4HD www.raildeliverygroup.com 020 7841 8000 Registered in England and Wales No. 08176197

Rail Delivery Group



Dated

1st May 2016

MEMBERS OF THE ASSOCIATION
OF TRAIN OPERATING COMPANIES LIMITED

- and -

RAIL SETTLEMENT PLAN LIMITED

- and -

ITX AGENT (company number) trading as..... (the "Agent")

ATOC
RAIL INCLUSIVE TOUR LICENCE

INDEX

Clause	Page
1 INTERPRETATION.....	3
2 SALE OF ITX PRODUCTS	6
3 MARKETING	9
4 SETTLEMENT	11
5 INTEREST CHARGES	11
6 ANNUAL SALES PROJECTIONS.....	11
7 RIGHTS OF THE ATOC REPRESENTATIVE	11
8 BONDING	12
9 AUTHORISED OFFICES	12
10 TERMINATION	13
11 CONFIDENTIALITY	15
12 ASSIGNABILITY	16
13 NOTICES.....	16
14 REPLACEMENT OF THE ATOC REPRESENTATIVE.....	17
15 CHANGE OF ATOC MEMBERS	17
16 AUTHORITY OF ATOC MEMBERS	17
17 WAIVER	18
18 INVALIDITY	18
19 COMPETITION ACT	18
20 DATA PROTECTION ACT 1998.....	18
21 NON STANDARD CLAUSES	19
22 COMPLIANCE WITH PROCEDURES	19
23 TIME LIMITS.....	19
24 TIME OF THE ESSENCE	19
25 VARIATION	19
26 GOVERNING LAW	19
APPENDIX 1: ATOC Members.....	20
APPENDIX 2: Authorised Offices.....	21
APPENDIX 3: Clearance and Settlement Arrangements Schedule.....	22
APPENDIX 5: Blank.....	30
APPENDIX 6: Period Of Operation Of Fares	31
APPENDIX 7: Non Standard Conditions.....	32

THIS AGREEMENT is entered into on 1st May 2016 BETWEEN:-

- 1 ATOC LIMITED of 3rd Floor, 40 Bernard Street, London WC1N 1BY (the "ATOC Representative"), as the duly appointed agent of the persons named in Appendix 1 (the "ATOC Members");
- 2 RAIL SETTLEMENT PLAN LIMITED ("RSP") of Mezzanine Floor 40 Bernard Street London WC1N 1BY as the body through which the ATOC members have agreed to settle amounts due to them; and
- 3 ITX AGENT t/a
– Licence code
(the "ITX Agent") of
.....

IT IS AGREED as follows:-

1 INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, in this Agreement the following words and expressions have the meanings set out below:-

"Accepted for Clearing"

means in relation to ITX Products or Refunds covered by this Agreement, that:

- (a) the information referred to in Paragraphs 1.4 to 1.6 of Appendix 3 below has been received from the ITX Agent by RSP in relation to that ITX Product or Refund in the format and in accordance with the procedure advised by RSP to the ITX Agent from time to time; or
- (b) RSP has decided to accept that ITX Product or Refund for clearing pursuant to the Ticketing and Settlement Agreement or any other agreement it has entered into with the party who issued the relevant ITX Product or Refund;

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

"Approval Certificate" means in relation to any TIS, the certificate of RSP that such TIS has been approved for the purposes of issuing ITX Tickets and/or other tickets in accordance with such instructions and procedures as may be specified in such certificate.

"Approved TIS" means a ticket issuing system which has been approved by RSP for the purposes of issuing ITX Tickets.

“Authorised Offices” means the offices, the addresses of which are listed in Appendix 2, at which the ITX Agent is authorised to sell ITX Products under this Agreement.

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

“Clearance and Settlement Schedule” means the terms and conditions set out in Appendix 3 of this Agreement as amended from time to time by RSP with 20 Business Days written notice to the ITX Agent.

“Default Rate” means the rate of four (4) percent per annum above the base rate from time to time published by Royal Bank of Scotland plc or if higher, of rate per annum equal to the cost of the relevant party of funding the amount which is overdue.

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

“ITX Fares Database” means the database used by ATOC to list the types of ITX Products and their corresponding Net Price that the ITX Agent is authorised to sell under this Agreement

“ITX Product” means a fare which is shown in the ITX Fares Database.

“ITX Ticket” means a document which entitles the holder to make a journey on the rail network in respect of which a fare is shown in the ITX Fares Database.

“Leisure Package” means an inclusive product offered for sale by the ITX Agent to its customers which includes at least the following elements:-

- (a) overnight accommodation for at least one night if that night falls on a day which is not a Business Day or the day before a day which is not a Business Day and for at least two consecutive nights if one of those nights falls on any other day; and
- (c) access to an educational or recreational event or facilities excluding business conferences and training seminars run by employers.

“National Rail Conditions of Carriage” means the conditions of carriage of the relevant Operator(s), including any addition, modification or replacement of them as notified to the ITX Agent by the ATOC Representative from time to time.

“Net Price” means the price (exclusive of any applicable VAT) of an ITX Product as specified in the ITX Fares Database.

“Operator” means any person other than RSP who has agreed to be bound by the Ticketing and Settlement Agreement or part of it.

“Polled” means in respect of Approved TIS, the information on such a TIS is requested electronically by RSP on a daily basis, as referred to in Paragraph 1.3 (a) of the Clearance and Settlement Schedule of this Agreement;

“Pushed” means in respect of Approved TIS, the information on such a TIS is electronically sent to RSP on a daily basis, as referred to in Paragraph 1.3 (b) of the Clearance and Settlement Schedule of this Agreement;

“Rail Regulator” has the same meaning as in the Act.

“Refund” means a reimbursement of the whole or any part of the amount (including any applicable VAT) paid for an ITX Product.

“Reservation” means the right to a seat, sleeper or other particular place on a particular train journey.

“RIT Licence” means this licence granted by the ATOC Representative on behalf of ATOC Members to the ITX Agent.

“RSP” means Rail Settlement Plan Limited.

“Ticketing and Settlement Agreement” means the agreement between the operators named in that agreement and RSP and dated 23 July 1995.

“Settlement Amount” means the amount as calculated in Paragraph 4.1 of the Clearance and Settlement Schedule of this Agreement;

“Settlement Period” means such consecutive periods of four weeks (or otherwise) used by RSP for the purposes of settlement as RSP may determine and notify to the ITX Agent from time to time under the Clearance and Settlement Schedule of this Agreement.

“TIS” means a rail ticket and/or Reservation issuing system, which system may include computer equipment and software, for the issue of ITX Tickets and/or other tickets and/or recording of Refunds and which has been approved for use by RSP.

“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.

1.2 Interpretation Act 1978

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

1.3 Clauses, etc

References to the Agreement include its Appendices and references to Clauses and Appendices are to Clauses of and Appendices of this Agreement. References to Paragraphs are references to Paragraphs of the Clearance and Settlement Schedule.

2 SALE OF ITX PRODUCTS

2.1 Authority to Sell ITX Products

Subject to Clause 2.2 below, the ITX Agent is authorised to incorporate the ITX Products specified in the ITX Fares Database into its Leisure Packages and to market and sell such ITX Products in accordance with this Agreement, as an agent for the ATOC Members, at its Authorised Offices.

2.2 Restrictions on ITX Agent's Authority

- (a) The ITX Agent may only sell ITX Products which form part of Leisure Packages sold by it or on its behalf.
- (b) The ITX Agent may not sell any ITX Product the first use of which may properly occur after the expiry of this Agreement.

2.3 Authority to Make Refunds

- (a) The ITX Agent is authorised, as agent for the ATOC Members, to accept a claim for and make a Refund on any unused ITX Product where the total cost of the related Leisure Package is also refunded by the ITX Agent and the ITX Ticket is returned unused to the ITX Agent.
- (b) If the ITX Agent wishes to make a Refund in any other circumstance it shall refer the relevant claim to the ATOC Representative in accordance with such procedures as the ATOC Representative may notify to the ITX Agent from time to time.
- (c) The ITX Agent is not authorised to make any Refunds in respect of ITX Tickets which have been lost or stolen.
- (d) In any case where the ITX Agent makes a refund under this Clause 2.3 the ITX Agent shall obtain from the refund applicant the unused ITX Ticket. All Refunds performed under this Clause 2.3 must be forwarded to RSP in accordance with any instructions issued by RSP from time to time.

2.4 Sale of Other Rail Products

The ITX Agent shall not issue, or hold itself out as having authority to issue any ITX Ticket, Reservation, Railcard or other rail product other than an ITX Product unless it is expressly authorised to do so in writing by the ATOC Representative.

2.5 Incorporation of ITX Products into Leisure Packages

- (a) The ITX Agent may incorporate ITX Products into a Leisure Package either as an essential part of that Leisure Package and quote a single price (including the relevant ITX Product) or as an optional part of that Leisure Package and quote a separate price (including any applicable VAT) for the relevant ITX Product if that ITX Product is included in the Leisure Package at its customer's option.
- (b) The ITX Agent shall in all cases:-

- (i) account to RSP for each ITX Product in accordance with Clause 4; and
- (ii) issue supporting documentation to each of its customers who are issued with an ITX Ticket and advise each of them that they must produce such documentation together with the relevant ITX Ticket if so requested by an agent or employee of an Operator. Such supporting documentation must evidence the incorporation of that ITX Product into the ITX Agent's Leisure Package.

2.6 Reservations

- (a) The ITX Agent shall procure that the appropriate mandatory Reservation for each group of ten or more of its customers who make the same rail journey. Reservations will be granted subject to capacity being available
- (b) The ITX Agent shall use all reasonable endeavours to ensure that each of its customers who are issued with an ITX Ticket and who do not have the appropriate Reservation made for them through the services of the ITX Agent are advised:-
 - (i) to make a Reservation in advance at a station or ATOC licensed travel agent; and
 - (ii) that the price paid for any rail inclusive Leisure Package does not include any applicable charges for such Reservations.

2.7 ITX Ticket Stock

- (a) The ITX Agent shall be responsible for procuring the supply of RSP approved ITX Ticket stock and shall ensure that it has such levels of ITX Ticket stock sufficient to meet the ITX Agent's forecast sales.
- (b) Each ITX Ticket issued by an Authorised Office of the ITX Agent shall be issued using RSP approved ITX Ticket stock procured by the ITX Agent from time to time and shall be issued in accordance with any Instructions notified to the ITX Agent by RSP from time to time.
- (c) The ITX Agent shall keep secure all ITX Ticket stock held by it and shall procure that no employee or other person who is not authorised by the ITX Agent to use such ITX Ticket stock has access to it, shall promptly notify RSP and the police of the loss or theft of any ITX Ticket stock procured by it and shall comply with any Instructions notified to the ITX Agent by RSP from time to time regarding their custody and use.
- (d) The ITX Agent shall not without the prior consent of the ATOC Representative authorise the use of such ITX Ticket stock at any office other than the Authorised Office which was originally supplied with such ITX Ticket stock or by any person other than those of its employees whom it has properly authorised to sell or otherwise deal with ITX Products pursuant to this Agreement.
- (e) The ITX Agent shall procure that all ITX Ticket stock supplied to it which it distributes to its Authorised Offices are delivered either in person or by recorded delivery.

2.8 Annual Stocktake

The ITX Agent shall upon request from ATOC or RSP notify the same in writing within 20 Business Days of such request of the levels of ITX Ticket stock held by the ITX Agent at each of its Authorised Offices.

2.9 Approved TIS

- (a) The ITX Agent shall only sell or issue ITX Products under this Agreement using an Approved TIS in accordance with the Approval Certificate issued by or on behalf of RSP.
- (b) The ITX Agent shall use such Approved TIS in accordance with the Approval Certificate issued by or on behalf of RSP.
- (c) The ITX Agent shall be responsible for all costs, fees, licences and any other costs, charges or expenses associated with the development, implementation and operation of any Approved TIS it wishes to use to sell or issue ITX Tickets under this Agreement.
- (d) RSP shall from time to time request the ITX Agent to notify RSP of the location(s) of each Approved TIS used by it to sell or issue ITX Products and make Refunds under this Agreement. No later than 20 (twenty) Business Days after receiving such request, the ITX Agent shall notify RSP of such location(s) in accordance with the procedures prescribed in the request.
- (e) The ITX Agent shall maintain a comprehensive record of all of the Approved TIS used by it to sell or issue ITX Products and make Refunds under this Agreement and shall provide details of such record or Approved TIS upon request. Only those employees of the ITX Agent whom it has properly authorised to sell, issue or otherwise deal with ITX Products and make Refunds pursuant to this Agreement shall be authorised to use such Approved TIS to sell or issue such ITX Products and make Refunds.
- (f) The ITX Agent shall not sell or issue any ITX Products and make Refunds under this Agreement using a TIS which has not been designated as an Approved TIS by RSP.
- (g) The ITX Agent shall not make changes to any of the Approved TIS which it uses to sell or issue ITX Products and make Refunds under this Agreement without the express consent and approval of RSP, and in accordance with procedures notified to the ITX Agent from time to time by RSP.
- (h) RSP shall notify the ITX Agent from time to time of any changes which are required to be made by the ITX Agent to an Approved TIS used by the ITX Agent to sell or issue ITX Products and make Refunds under this Agreement. Any such changes advised by RSP are to ensure that the Approved TIS used by the ITX Agent remains compliant with RSP standards on Approved TIS. RSP shall provide the ITX Agent with a reasonable notice period in order to allow the ITX Agent to comply with any such changes.

2.10 Indemnity by the ITX Agent

Notwithstanding any other provision in this Agreement the ITX Agent shall indemnify RSP and each Operator on an after tax basis for any loss or damage cost or expense (including any VAT for which credit is not available under the VAT Act 1994) which is caused to RSP or any Operator as a result of a failure by the ITX Agent, its employees, delegates or agents to comply with Clause 2, or any Instructions, or to take reasonable care of any ITX Ticket stock or any TIS used by the Agent or its agents.

2.11 Indemnity by the ATOC Members

- (a) The ATOC Members acknowledge that the terms of the Package Travel, Package Holidays and Package Tours Regulations 1992, place a duty on the ITX Agent to make suitable alternative arrangements and, where appropriate, compensate its customers in the event that a significant proportion of its rail inclusive Leisure Package is not provided to them. Each Operator agrees that where any such compensation is paid which results from any negligent act or omission by that Operator it will indemnify the ITX Agent against all claims for compensation properly made under such Regulations to the extent that a claim for an equivalent amount of compensation would be payable under any applicable National Rail Conditions of Carriage.
- (b) The relevant Operator(s) shall only be liable under the indemnity set out in (a) above provided that the ITX Agent:-
 - (i) gives written notice to the ATOC Representative within 10 Business Days of receipt of any such claim for compensation; and
 - (ii) does not settle, compromise or otherwise commit the relevant Operator(s) in any way in respect of any such claim without the prior written consent of the ATOC Representative, such consent not to be unreasonably withheld.

3 MARKETING

3.1 Promotional Material

During the term of this Agreement the ITX Agent shall:-

- (i) publicise rail travel generally as well as the particular rail travel offer which forms part of the relevant Leisure Package;
- (ii) feature at least one logo and a picture of a train, both of which have been approved by the ATOC Representative; and
- (iii) include reference to the National Rail Conditions of Carriage and where these may be located, and any restrictions to which the relevant ITX Product would be subject.

3.2 Designation

The ITX Agent may represent itself on its letterheads and in its advertising as an "ATOC Rail Inclusive Tour Operator" but shall not hold itself out as authorised to represent or otherwise act on behalf of any of the ATOC Members or any other

member of the Association of Train Operating Companies, the ATOC Representative or RSP except as expressly contemplated by this Agreement or as otherwise authorised in writing by the person(s) the ITX Agent purports to represent.

3.3 Licence of ITX Product Names

- (a) To the extent necessary to perform its obligations under and to carry out the functions expressly permitted by this Agreement and not otherwise, the ITX Agent is licensed to use any trade marks or trade names comprising the names of ITX Products. The licence relates only to the marks and names in the manner in which they are portrayed on, or in relation to, the ITX Tickets or material relating to them supplied by the ATOC Representative. Such a licence will terminate on the expiry of this Agreement. The ITX Agent shall not alter, deface or remove in any manner any reference to such trade marks or trade names on any ITX Ticket stock.
- (b) The ITX Agent will immediately bring to the notice of RSP any improper or wrongful use of such trade marks or trade names of which the ITX Agent becomes aware and will, at the cost of RSP, assist in taking all steps requested by RSP to defend its rights in any litigation to protect such names or marks.

3.4 Regulatory Requirements

The ITX Agent shall act with reasonable care and skill in performing its duties under this Agreement and shall not knowingly put any of the ATOC Members in breach of any applicable legal or regulatory requirements when selling a rail inclusive Leisure Package or communicating with any purchaser or potential purchaser of such a rail inclusive Leisure Package.

3.5 Conditions to which ITX Products are Subject

- (a) The ITX Agent shall not waive or vary or purport to waive or vary the National Rail Conditions of Carriage or any other terms and conditions to which any ITX Product is subject.
- (b) Without limiting the generality of sub-Clause (a) above, the ITX Agent acknowledges that ITX Products are not valid for travel as follows:-
 - (i) on a train service which is timetabled to start at or after 2:00am and terminate at a station in London at or before 10:00am on a Business Day unless that train journey forms part of an international journey which is itself incorporated into the same Leisure Package as the relevant ITX Product; or
 - (ii) on services provided by Transport for London "TfL" (or any of its subsidiaries) unless that train journey forms part of a continuous train journey to a destination outside London.
- (c) For bona fide groups of a minimum of 10 persons, all persons aged 18 or under will qualify for a 50% reduction off the adult rate given under this licence. This is given provided that the group are contained within the same booking and all travel together.

(d) Rail Inclusive Tour Tickets issued in conjunction with this licence do not permit breaks of journey.

3.6 Business Names

The ITX Agent shall notify the ATOC Representative when it changes the name(s) under which the ITX Agent trades and shall not change the location or number of its Authorised Offices except in accordance with Clause 10.

4 SETTLEMENT

4.1 Clearance and Settlement Arrangements

Settlement of sums due in respect of ITX Products sold by the ITX Agent shall be through the services of RSP in accordance with the Clearance and Settlement Schedule of this Agreement.

5 INTEREST CHARGES

If the ITX Agent fails to pay any amount payable by it under the Agreement when due it shall pay interest to RSP in accordance with Paragraph 6.1 of the Clearance and Settlement Schedule of this Agreement.

6 ANNUAL SALES PROJECTIONS

Each year the ITX Agent shall, if so requested by the ATOC Representative, prepare revenue projections for each of its Authorised Offices. The timescales for production and submission of such revenue projections shall be as notified to the ITX Agent by the ATOC Representative from time to time.

7 RIGHTS OF THE ATOC REPRESENTATIVE

7.1 Further Information

(a) Upon request by the ATOC Representative, the ITX Agent will supply to the ATOC Representative (within such timescale as the ATOC Representative shall notify to the ITX Agent):-

- (i) (if the ITX Agent is a company) a copy of its latest audited accounts filed with the Registrar of Companies which shall be supplied within 10 Business Days of receipt of such request;
- (ii) an annual business plan for the rail business of all of its Authorised Offices (in such format as the ATOC Representative shall specify).

(b) The ITX Agent shall notify the ATOC Representative forthwith if it experiences any material change in trading conditions which affects its sale of ITX Products.

7.2 Rights of Inspection

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

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

Before carrying out any such observation or inspection the ATOC Representative shall give to the ITX Agent, 10 Business Days notice except where the ATOC Representative reasonably suspects that the ITX Agent has committed a breach of this Agreement when the ATOC Representative may carry out the observation or inspection on demand.

7.3 Obligations of the ITX Agent to Assist the ATOC Representative

The ITX Agent shall give every reasonable assistance to the ATOC Representative and 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 the Agreement and the performance of the ITX Agent's obligations under this Agreement.

8 BONDING

8.1 Bond Requirement

RSP requires the ITX Agent to obtain and keep renewed, a bond in a form approved by RSP or guarantee in a form agreed by RSP for the purposes of securing the payment of all monies which the ITX Agent may become liable to pay to RSP under this Agreement. The bond or guarantee shall be in such sum and upon such terms and with such persons as RSP shall approve and in the case of a guarantee in a form agreed by RSP. The ITX Agent shall deliver such bond or guarantee 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 bond or guarantee remains in full force and effect.

8.2 Default

In the event that the ITX Agent is unable to pay RSP what is owed to RSP at the time which it is requested by RSP, then the ITX Agent shall forfeit the value of the amount that the ITX Agent was unable to pay, up to the value of the bond, referred to in Clauses 8.1 above, which it has in place.

9 AUTHORISED OFFICES

9.1 Closing or Changing Addresses of Authorised Offices

If the ITX Agent wishes to decrease the number of its Authorised Offices or to change the address of any of them it shall notify the ATOC Representative accordingly in writing. Appendix 2 of this Agreement shall be deemed to be amended in the manner notified to the ATOC Representative by the ITX Agent.

9.2 New Authorised Offices

If the ITX Agent wishes to increase the number of its Authorised Offices it shall submit a fresh application for a licence to sell ITX Products to the ATOC Representative in respect of each office at which it proposes to make such sales. The ATOC Representative shall consider each such application and shall notify the ITX Agent in writing of its decision with respect to each proposed office. Appendix 2 of this Agreement shall then be deemed to be amended by the inclusion of each proposed office for which the application is successful as an Authorised Office.

10 TERMINATION

10.1 Termination of Agreement

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

- (a) ATOC, ITX Agent or RSP at any time by giving not less than six months' written notice to the other parties to this Agreement; or
- (b) ATOC or RSP at any time with immediate effect by giving written notice to the ITX Agent if the ITX:
 - (i) has committed any act of fraud or negligence or is in material breach of this Agreement;
 - (ii) has failed to pay any amount(s) due to RSP under this Agreement for one Settlement Period;
 - (iii) is unable to pay its debts (within the meaning of Sections 123 (construed without the reference to "appears to the Court that"), 222 to 224 or 268 of the Insolvency Act 1986) or has any voluntary arrangement proposed in relation to it under Section 1 of that Act or enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by ATOC);
 - (iv) has a receiver (which expression shall include an administrative receiver within the meaning of Section 251 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed;
 - (v) goes into administration;

- (vi) suffers the proposal of any resolution for its winding-up;
- (vii) suffers the presentation of a petition for its winding up or bankruptcy;
- (viii) becomes subject to an order for winding-up or bankruptcy by a court of competent jurisdiction;
or
- (ix) if a company becomes a subsidiary within the meaning of the Companies Act 1985 of a company of which it was not a subsidiary at the date of this Agreement or substantially all of the business of the Agent is sold or transferred to another person;

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

10.2 Accrued Rights and Obligations

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

10.3 Obligations of ITX Agent on Termination

- (a) Immediately upon termination of this Agreement upon request from ATOC or RSP the ITX Agent shall at its own cost, return to ATOC or RSP by recorded postal delivery all materials and other information relating to this Agreement supplied to the ITX Agent and any material using the names of any of the ITX Products. The ITX Agent shall also, if so requested by ATOC, surrender to ATOC all ITX Ticket stock held by or on behalf of the ITX Agent (for which ATOC may reimburse the ITX Agent the verifiable invoiced purchase cost of such ITX Ticket stock).
- (b) The ITX Agent further agrees that immediately upon termination of this Agreement either the ATOC Representative or RSP may disable any TIS operated by the ITX Agent in relation to the sale or issue of ITX Products and shall allow immediate access to such TIS and any data stored on it by the ATOC Representative, RSP and/or their agents for such purpose.
- (c) The ITX Agent shall also allow ATOC, RSP and/or their agents to remove immediately upon termination of this Agreement any and all such materials and information relating to this Agreement and supplied by them.
- (d) Once this Agreement is terminated the ITX Agent shall not sell or issue any ITX Products or incorporate into or publicise or market any ITX Product as part of a Leisure Package or make any Refunds in respect of any ITX Products or hold itself out as having any authority to sell or issue any such ITX Products or make

any such Refunds or inform any customer or potential customer on matters relating to such ITX Products or Refunds or hold itself out as having any authority to so inform any customer or potential customer.

11 CONFIDENTIALITY

11.1 Information not to be Disclosed by the ITX Agent

The ITX Agent shall treat all information that it receives under, as a result of, or in the course of performing the activities contemplated by this Agreement including, but not limited to, the prices at which ITX Products are made available to it or any of its employees, delegates or agents as confidential. Accordingly the ITX Agent shall not, and shall procure that its employees, delegates and agents do not disclose any such information to any other person.

11.2 Information not to be Disclosed by the ATOC Representative and RSP

The ATOC Representative and RSP shall treat any information that they, RSP, or any of their employees, delegates or agents receives from the ITX Agent under, as a result of, or in the course of performing the activities contemplated by this Agreement as confidential. Accordingly, the ATOC Representative and RSP shall not, and each of them shall procure that its employees, delegates and ITX Agents do not, disclose such information to any other person. However, information may be disclosed by the ATOC Representative, RSP, or a person acting on behalf of either the ATOC Representative or RSP:-

- (a) to the extent expressly contemplated by this Agreement;
- (b) in accordance with instructions given by the ITX Agent;
- (c) where the disclosure is required under the Act or is otherwise made under compulsion of law or is to a taxation authority;
- (d) to the Rail Regulator, the Secretary of State for Transport, or any ATOC Member or their employees, delegates, agents or professional advisers;
- (e) to RSP or any person to whom any of its powers, discretions or obligations under this Agreement have been delegated or the professional advisers of such delegates;
- (f) to the professional advisers of the ATOC Representative, RSP, or any ATOC Member;
- (g) to the extent necessary for the performance by the ATOC Representative or RSP of their rights or obligations under this Agreement;
- (h) for the purpose of enabling the ATOC Representative, RSP, or any ATOC Member to institute, carry on or defend any legal proceedings;
- (i) to the extent that such information is in the public domain at the time of the disclosure otherwise than as a result of a breach of this Agreement;

- (j) to the extent that such information was obtained independently of the ITX Agent acting in accordance with this Agreement; and
- (k) to the extent that such disclosure is required by the rules and regulations of the London Stock Exchange PLC or other recognised stock exchange.

12 ASSIGNABILITY

12.1 By the ITX Agent

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

12.2 By RSP or ATOC Members

The rights and obligations of each ATOC Member and RSP under this Agreement are not personal to any of them and may be assigned by RSP and each such ATOC Member as they in their absolute discretion may decide.

13 NOTICES

13.1 Service

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

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

13.2 Proper Address

The proper address of a person is:-

- (a) in the case of the ITX Agent, the current address for service notified to the ATOC Representative, its principal or last known place of business in the United Kingdom or, if the ITX Agent is a body corporate, its registered office in the United Kingdom;
- (b) in the case of any ATOC Member, the address of the ATOC Representative;
- (c) in the case of RSP, its registered office in the United Kingdom; or

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

13.3 Date Service is Effected

Where service is effected by post and the document is proved to have been posted, the document in question shall be presumed to have been delivered in the ordinary course of post and the date of service shall be construed accordingly. Where service is effected by E-mail address of the person to be served, the document shall be taken to have been served on the date on which it was sent. Where service is effected by leaving the document at the proper address of the person to be served, the document shall be taken to have been served on the date on which it was left.

14 REPLACEMENT OF THE ATOC REPRESENTATIVE

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

15 CHANGE OF ATOC MEMBERS

15.1 New ATOC Members

The ATOC Representative may from time to time give the ITX Agent reasonable prior written notice that an Operator will become a new ATOC Member. Upon the expiry of such notice the ITX Agent and such Operator shall acquire such rights and obligations with respect to each other as they would have had if they had entered into an agreement substantially in the form of this Agreement at the date of the expiry of such notice and references in this Agreement to the ATOC Members shall, subject to Clause 15.2, include such Operator.

15.2 Withdrawal of ATOC Members

The ATOC Representative may from time to time give the ITX Agent reasonable written notice of the withdrawal of a particular ATOC Member from this Agreement. Upon the expiry of such notice this Agreement shall terminate with respect to that ATOC Member and references in this Agreement to the ATOC Members shall be construed accordingly. Such termination shall not affect any rights or obligations which have accrued at the date it occurs or the rights or obligations of the parties with respect to any other ATOC Member.

16 AUTHORITY OF ATOC MEMBERS

Only the ATOC Representative is authorised to give any notices, consents or waivers contemplated by or otherwise relating to this Agreement on behalf of the ATOC Members. No notice, consent or waiver given by any ATOC Member (other than by the ATOC Representative) on behalf of another shall be binding on that other ATOC

Member unless the notice, consent or waiver has been expressly authorised by that other ATOC Member in writing.

17 WAIVER

No waiver by the ATOC Representative or RSP of the performance of any provision of this Agreement shall operate or be construed as a waiver of any other or further default, whether of a similar or a different character. A failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

18 INVALIDITY

If any provision in this Agreement is held to be void, illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall, to that extent, be deemed not to form part of this Agreement. However, the legality and enforceability of the remainder of this Agreement shall not be affected.

19 COMPETITION ACT

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.

20 DATA PROTECTION ACT 1998

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

- (a) it has duly made all necessary registrations of its particulars (including, without prejudice, the purposes for which such data is held), sources and intended disclosures in accordance with the provision of the Data Protection Act 1998 and will supply on request to the ATOC Representative or RSP a copy of such registrations together with any amended particulars that may be filed from time to time;
- (b) it complies and will continue to comply with each of the provisions of the Data Protection Act 1998, as amended or replaced from time to time, including, without prejudice, the Data Protection Principles referred to in that Act, in relation to data covered by this Clause 20;
- (c) it will co-operate fully with each of the ATOC Members and RSP in complying with any subject access request and in dealing with any investigation carried out by the Data Protection Registrar; and
- (d) it will co-operate fully with each of the ATOC Members and RSP in the making of their respective registrations under the Data Protection Act 1998 and in the

making of any change to any part of such registrations in relation to the operation of this Agreement.

- (e) its Data Protection registrations contemplate it providing to the ATOC Members or RSP or their duly authorised representatives, personal data in relation to the Rail Products and Train Service Information.

21 NON STANDARD CLAUSES

The clauses of this Agreement are subject to the provisions of Appendix 7. In the event of any conflict or inconsistency between any clause of this Agreement and any provision of Appendix 7, the provision of Appendix 7 shall prevail.

22 COMPLIANCE WITH PROCEDURES

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

23 TIME LIMITS

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

24 TIME OF THE ESSENCE

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

25 VARIATION

- 25.1** The ATOC Representative and/or RSP may vary the terms of this Agreement upon providing the ITX Agent with twenty eight (28) days notice.

26 GOVERNING LAW

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

APPENDIX 1: ATOC Members

Train Operating Companies (TOCs)

1. Abellio Greater Anglia Limited
2. Arriva Trains Wales/Trenau Arriva Cymru Limited
3. NXET Trains Limited
4. East Coast Main Line Company Limited
5. East Midlands Trains Limited
6. Govia Thameslink Railway Limited
7. First Great Western Limited
8. First Keolis TransPennine Express Limited
9. Grand Central Railway Company Limited
10. Hull Trains Company Limited
11. London & Birmingham Railway Limited
12. London & South Eastern Railway Limited
13. London Overground Railway Operations Limited
14. Merseyrail Electrics 2002 Limited
15. Northern Rail Limited
16. Southern Rail Limited
17. Stagecoach South Western Trains Limited
18. The Chiltern Railway Company Limited
19. West Coast Trains Limited
20. XC Trains Limited
21. Abelio Scotrail Limited
22. Serco Caledonian Sleepers Limited
23. Crossrail Limited

Associate Members

DSB (UK) Limited
Hull Trains Company Limited
Grand Central Railway Company Limited
EuRailCo UK Limited
MTR Corporation
Heathrow Express
DB Regio Tyne & Wear Limited

Rail Delivery Group



APPENDIX 2: Authorised Offices

APPENDIX 3: Clearance and Settlement Arrangements Schedule

1 PROVISION OF ITX PRODUCT & REFUND INFORMATION TO RSP

1.1 General

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

1.2 Provision of Information

Each Settlement Period the ITX Agent shall provide to RSP the information referred to in Paragraphs 1.4 to 1.6 below in respect of all ITX Products, Reservations and Refunds issued or made by it or on its behalf during that Settlement Period. All such information shall be provided:

- (a) electronically in accordance with the Approval Certificate of any Approved TIS used by it to sell or issue ITX Products and make Refunds under this Agreement;
- (b) such other format as may be specified by RSP from time to time.

In each case, the information shall be provided at such times and in accordance with such procedures as RSP shall notify to the ITX Agent from time to time, either generally or in any particular case, including any procedures that are intended to be used if it is impossible or impractical to provide the information in the usual way.

1.3 Polled and Pushed TIS Information

- (a) If any Approved TIS used by the ITX Agent has its information polled by RSP, then RSP 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 ITX Agent from time to time and the ITX Agent shall cooperate with such procedures.
- (b) If any Approved TIS used by the ITX Agent pushes information to RSP, then the ITX Agent 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 the ITX Agent from time to time and the ITX Agent shall cooperate with such procedures.

1.4 Information about ITX Products

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

- (a) the code, as supplied by RSP, for the location where the ITX Product was sold;
- (b) the date of issue and period of validity of the ITX Product;
- (c) 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);

- (d) the destination (unless validity is for journeys within a particular area, in which case the area of validity should be stated);
- (e) any requirements as to the route that must be taken or the Operator whose trains must or must not be used;
- (f) the class of accommodation;
- (g) the type of ITX Product;
- (h) the price (including any applicable VAT) of the ITX Product;
- (i) if the rights and restrictions applicable to the ITX Product permit it to be sold only to a particular category of person, an indication of the category in question;
- (j) the amount of VAT charged, if any
- (k) the value and type of any discount that has been applied to the ITX Product, upgrade or excess fare sold in respect of any authorised discount (e.g. child);
- (l) the serial number of the Approved TIS used to issue the ITX Ticket; and
- (m) any other information relating to such ITX Product or ITX Ticket required by RSP from time to time.

1.5 Information about Reservations

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

- (a) the code, as supplied by RSP, for the location where the Reservation was sold;
- (b) the type of Reservation and the date on which the Reservation is valid;
- (c) the departure time of the train service on which the Reservation is valid;
- (d) the stations between which the Reservation is valid;
- (e) the direction of travel of the service on which the Reservation is valid;
- (f) the class of accommodation to which the Reservation relates;
- (g) the price (including any applicable VAT) of the Reservation;
- (h) the amount of VAT charged, if any;
- (i) the serial number of the Approved TIS used to issue the Reservation;
- (j) the name of the purchaser; and
- (k) any other information relating to such Reservation required by RSP from time to time.

1.6 Information about Refunds

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

- (a) the code, as supplied by RSP, for the location where the Refund was made;
- (b) the date the Refund was made;
- (c) the amount of the Refund, before the deduction of any administration fees;
- (d) in respect of the ITX Ticket for which the Refund was made, the same information as detailed in paragraph 1.4 above;
- (e) the name and address of the person to whom the Refund was made;
- (f) whether the person to whom the Refund was made was charged an administration fee, and if so, the amount (including applicable VAT);
- (g) the net value of the Refund made; and
- (h) any other information relating to such Refund required by RSP from time to time.

1.7 Information Supplied Incorrectly

If any information provided to RSP by the ITX Agent under Paragraphs 1.4 to 1.6 above is incomplete or is provided in a different format or in accordance with a different procedure from that specified by RSP from time to time, RSP shall have a discretion whether or not to Accept for Clearing the relevant ITX Product and/or Refund in that Settlement Period. If it elects not to do so it shall notify the ITX Agent accordingly, which shall then resubmit the information, together with any missing information, in accordance with Paragraph 1.2.

1.8 Data Recreation

- (a) If any information which the ITX Agent is bound to provide under Paragraphs 1.4 to 1.6 above is lost or destroyed before the relevant ITX Product and/or Refund information has been Accepted for Clearing or for any other reason it is impossible or impracticable for the ITX Agent to provide the information, the ITX Agent shall notify RSP accordingly as soon as reasonably practicable after such event occurs.
- (b) RSP shall use its reasonable endeavours to obtain the lost or destroyed information specified in paragraph 1.8 (a) above 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 lost or destroyed information that it needs for such purposes and shall base such estimate on such relevant information as is available to RSP. The ITX Agent shall be liable to pay RSP any reasonable costs or expenses incurred by RSP in estimating any such information.

- (c) The ITX Agent shall co-operate with RSP, and provide it with such further information as it reasonably requires, to enable RSP to obtain or estimate such lost or destroyed information.
- (d) Any lost or destroyed information which is obtained by RSP from an alternative source, or is estimated by it shall, for the purposes of this Agreement, be deemed to have been provided by the ITX Agent in the absence of fraud or wilful default or manifest error by RSP.
- (e) If any information which the ITX Agent is bound to provide under Paragraphs 1.4 to 1.6 above is provided in a form which is rejected by RSP systems as being invalid in some way and therefore requires RSP to correct the data so that it can be entered correctly into RSP systems, then the ITX Agent shall be liable to pay RSP any reasonable costs or expenses incurred by RSP in correcting that data for submission to RSP systems.

1.9 Time at which Items are Accepted for Clearing

RSP may elect to treat any ITX Product or Refund in relation to which the information referred to in Paragraphs 1.4 to 1.6 above was:-

- (a) received by it in a particular Settlement Period from the ITX Agent, as having been Accepted for Clearing in the following Settlement Period; or
- (b) incomplete or supplied in a format or in accordance with a procedure which is different from that specified by RSP from time to time, as having been Accepted for Clearing in the Settlement Period in which such information is completed and provided to RSP in accordance with a procedure acceptable to RSP.

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

1.10 Effect of Acceptance for Clearing

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

2 PRESERVATION OF INFORMATION

2.1 Information

- (a) The ITX Agent shall preserve the information specified in Paragraphs 1.4 to 1.6 above in relation to every ITX Product it sells. Such information shall be preserved in the case of ITX Products sold or issued with the aid of an Approved TIS used by the ITX Agent 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 ITX Product was issued.

- (b) Where any of the information specified in Paragraphs 1.4 to 1.6 above includes VAT information then the ITX Agent shall preserve such information for a period of six (6) years or such other period as required by any law or regulation relating to VAT.
- (c) The ITX Agent shall, with the exception of electronic data which has been transferred to RSP, preserve the information referred to in Paragraphs 2.1 (a) and 2.1 (b) above in written form, or on computer disc.
- (d) RSP may from time to time request, and if so requested the ITX Agent shall provide, any information in the ITX Agent's possession or control which relates to the sale or Refund of ITX Products made by the ITX Agent during the twenty-four (24) month period preceding such request and in which ATOC or RSP have an interest. ATOC and RSP shall pay to the ITX Agent its reasonable expenses incurred in providing the information.
- (e) The ITX Agent shall permit inspection of the information preserved pursuant to Paragraphs 2.1 (a) to 2.1 (c) above, and shall give every reasonable assistance to a person authorised by RSP and anyone so authorised shall comply with all reasonable requests and shall allow them to take copies or extracts from any of the preserved information.

2.2 Audit and Inspection

- (a) The ITX Agent must permit RSP or anyone authorised by it, on reasonable notice, to observe the ITX Agent's systems for the sale of ITX Products and to inspect any records, site or sites, Approved TIS or other property that RSP or anyone so authorised reasonably requires to inspect so as to verify that the ITX Agent has performed and is capable of performing its obligations under this Agreement.
- (b) The ITX Agent must give every reasonable assistance to RSP and anyone so authorised, and must comply with all their reasonable requests (including a request to take copies or extracts from the ITX Agent's records).
- (c) The ITX Agent shall undertake at least once each year an internal audit of its compliance with its obligations to RSP under this Agreement and submit to RSP a self certification statement(s) as defined by RSP from time to time. In respect of any failure by the ITX Agent to comply with its obligations under this Agreement, the ITX Agent shall include in that statement(s) details of such failures and actual or proposed (with reasonable timeframes where necessary) actions necessary for ensuring compliance. The ITX Agent shall supply to RSP a copy of the self-certification statement within five (5) Business Days of completion of the audit.
- (d) Notwithstanding any of the foregoing provisions in this Section 2.2 the ITX Agent shall monitor on a regular basis its systems for the sale of ITX Products under this Agreement and shall notify RSP immediately upon becoming aware of any breaches of this Agreement.

3 SETTLEMENT OF REVENUES

3.1 Method of Payment

Any amounts due from the ITX Agent under this Agreement shall be paid by direct debit under a mandate granted to RSP over a pounds sterling account with a bank in the United Kingdom in such form as RSP may require from time to time.

Payment of the Settlement Amount due to RSP in the final settlement of any Settlement Period shall take place on the nineteenth (19th) calendar day following the close of the Settlement Period to which the Settlement Amount relates, except for the Settlement Period ending on the 31st March of each year in which case the day will be notified by RSP to the ITX Agent in writing on or before the 31st March in the previous year.

However, if the nineteenth (19th) calendar day following the close of a Settlement Period is a Public Holiday, then the final settlement of that Settlement Period shall take place on either the eighteenth (18th) or twentieth (20th) calendar day following the close of the Settlement Period to which the Settlement Amount relates, as advised by RSP from time to time.

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

3.2 Settlement Periods

On or before 31st March in each year, RSP shall determine the Settlement Periods in the following twelve (12) months and shall notify them in writing to the ITX Agent.

4 SETTLEMENT OF ITX PRODUCT SALES

4.1 Calculation of the Settlement Amount

RSP shall in respect of each Settlement Period using the information supplied by the ITX Agent under Paragraphs 1.4 to 1.6 above, calculate an amount (the "Settlement Amount") as follows:-

- (a) the aggregate Net Price (together with any applicable VAT) for each ITX Product sold or treated under this Agreement as having been sold by the ITX Agent or on its behalf during that Settlement Period;

LESS

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

4.2 Return from the ITX Agent

Not used.

4.3 Rectification of Errors

Not used.

5 COMMISSION

The ITX Agent shall not be entitled to commission.

6 NON-PAYMENT BY THE ITX AGENT

6.1 Interest

RSP shall be entitled to charge interest on any amount payable by the ITX Agent to RSP from the time that any such amount becomes due. RSP shall charge interest on the amount from time to time outstanding in respect of that overdue sum for the period beginning on its due date and ending on the date of its receipt in cleared funds by RSP (both before and after any judgment) at the Default Rate. Interest accrued under this Paragraph 6.1 shall be due on demand by RSP but, if not previously demanded, shall be due on the last day of the Settlement Period in which the default occurred. If not paid when due, the interest shall be added to the overdue sum and itself bear interest accordingly.

6.2 Expenses

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

7 CALCULATIONS BY RSP

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

8 LIABILITY OF RSP

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

9 TIME LIMITS

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

10 PAYMENTS FREE AND CLEAR OF SET-OFF

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

APPENDIX 4: Travel Agents Settlement Periods and Payment Dates (2016/2017)

Period	Start Date	End Date	Invoice Date	Settlement Date
1701	1st April 2016	30th April 2016	12th May 2016	19th May 2016
1702	1st May 2016	28th May 2016	9th June 2016	16th June 2016
1703	29th May 2016	25th June 2016	7th July 2016	14th July 2016
1704	26th June 2016	23rd July 2016	4th August 2016	11th August 2016
1705	24th July 2016	20th August 2016	1st September 2016	8th September 2016
1706	21st August 2016	17th September 2016	29th September 2016	6th October 2016
1707	18th September 2016	15th October 2016	27th October 2016	3rd November 2016
1708	16th October 2016	12th November 2016	24th November 2016	1st December 2016
1709	13th November 2016	10th December 2016	22nd December 2016	29th December 2016
1710	11th December 2016	7th January 2017	19th January 2017	26th January 2017
1711	8th January 2017	4th February 2017	16th February 2017	23rd February 2017
1712	5th February 2017	4th March 2017	16th March 2017	23rd March 2017
1713	5th March 2017	31st March 2017	13th April 2017	20th April 2017

APPENDIX 5: Blank

Not used

APPENDIX 6: Period Of Operation Of Fares

The fares supplied under this agreement apply to journeys with an outward date of travel between the:

1st May and 30th April each year as advised by ATOC

APPENDIX 7: Non Standard Conditions

- 7.1 The High Rate nett fare referred to in the supplied nett fares listing applies whenever the journeys are being undertaken on a High Rate day in either or both directions.
- 7.2 The Outward journey must commence on the date as specified on the ticket or on the following two days, and return must be within one calendar month of that date – unless otherwise agreed.

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

By: Jacqueline Starr on behalf of ATOC Ltd.
ACTING AS AGENTS FOR THE PARTICIPANTS

By: Dennis Rocks
RAIL SETTLEMENT PLAN LIMITED

By:
ITX AGENT t/a (licence code)