

Dated

2000

THE OPERATORS

TRANSPORT TRADING LIMITED

**THROUGH TICKETING
(NON-TRAVELCARD) AGREEMENT**

TABLE OF CONTENTS

	Page
1. DEFINITIONS	3
2. COMMENCEMENT AND DURATION	4
3. TTL SUBSIDIARIES AND THIRD PARTIES	4
4. THROUGH TICKETS	5
5. INTERAVAILABILITY ARRANGEMENTS	7
6. LT CARDS	8
7. CROSS-LONDON TICKETS	9
8. AGENCY TICKETS AND RETAILING	10
Agency Tickets and Discount Cards	10
Retailing	11
9. DIVISION OF RECEIPTS	12
10. PAYMENTS	14
11. APPOINTMENT OF THE ATOC REPRESENTATIVE	15
12. RE-NEGOTIATION OF THE OPERATING SCHEDULE	16
13. ADMISSION OF PARTICIPANTS	16
14. CEASING PARTICIPATION	18
15. EXTENSION AND REDUCTION OF NETWORKS	21
16. SERVICE INTERRUPTIONS	22
17. CONDITIONS OF CARRIAGE	22
18. TICKET DESIGN AND TECHNOLOGY	23
19. TICKET SELLING COMMISSION	23
20. REVENUE PROTECTION MEASURES	24
21. FREEDOM OF ACTION	25
22. MEDIATION AND ARBITRATION	25
Failure to agree	25
Disputes	27
23. IMPLEMENTATION OF AGREEMENT	30
24. CONFIDENTIALITY	31
Confidentiality obligation	31
Exceptions from confidentiality obligation	31
25. AMENDMENTS	32
26. ASSIGNMENT	33
27. WAIVER OF RIGHTS	33
28. NOTICES	34
Address of notices	34
Deemed service	34
Proof of service	35
29. GOVERNING LAW	35
30. COUNTERPARTS	35
31. COMPETITION ACT 1998	35
SCHEDULE 1	36
SCHEDULE 2	43
SCHEDULE 3	45
SCHEDULE 4	67
SCHEDULE 5	68

THIS AGREEMENT is made the

day of

2000

BETWEEN

THE OPERATORS (as defined in Schedule 1); and

TRANSPORT TRADING LIMITED a company incorporated in England and Wales under registered number 3914810 whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL ("**TTL**").

WHEREAS

- (A) As part of the restructuring of London Regional Transport ("LRT") in readiness for the transfer of certain of its functions, property rights and liabilities to Transport for London ("TfL"), all the property rights and liabilities in the Through Ticketing (Non-Travelcard) Agreement 1995 were transferred from LRT to TTL with effect from 1 April 2000. TTL with effect from 3 July 2000, ceased to be a subsidiary of LRT and became a wholly owned subsidiary of TfL;
- (B) The Mayor of London, elected in accordance with the Greater London Authority Act (the "Act"), is under a duty, pursuant to Section 174 of the GLA Act to ensure that the level and structure of fares for public passenger transport services for both TfL and London Underground Limited ("LUL") are determined;
- (C) The Operators and TTL provide and market a range of combined tickets (other than Travelcards) which are valid for through journeys on certain of the Board's passenger rail services and on certain TTL Bus and Underground Services;
- (D) The Operators will operate passenger rail services and will provide and honour such combined tickets (other than Travelcards); and
- (E) The parties have agreed that such combined tickets as defined in Recital C above shall be governed by the terms and conditions contained in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

DEFINITIONS

- 1.1 In this Agreement and the Schedules the words and expressions defined in Schedule 1 shall (unless the context requires otherwise) have the meanings there given to them and this Agreement and the Schedules shall be construed and interpreted in accordance with Schedule 1.

- 1.2 Reference in this Agreement to words importing the plural shall include the singular and vice versa.
- 1.3 Except where the context requires otherwise, references to Clauses or Schedules are to clauses of or schedules to this Agreement and references to sub-clauses are to sub-clauses of the Clause in which the reference appears. The Schedules form part of this Agreement. Any reference to an Act of Parliament shall be deemed to include any statutory modification or re-enactment of that Act.

COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence on the Effective Date.
- 2.2 From the Effective Date this Agreement shall vary the BR/LT Through Ticketing (Non-Travelcard) Agreement 1995 to read as set out in this Agreement, without prejudice to any rights or obligations which may have accrued under such agreement before the Effective Date.
- 2.3 This Agreement is subject to the following:-
- (a) the LRT/RSP Clearance Agreement; and
 - (c) the approval of this Agreement by the Regulator.
- 2.4 Subject to Clause 14, this Agreement may only be determined by TTL giving to the ATOC Representative or by the ATOC Representative (on behalf of the Operators) giving to TTL at least thirteen months' notice in writing.

TTL SUBSIDIARIES AND THIRD PARTIES

3. The obligations of TTL under this Agreement (other than those contained in Clauses 9 (division of receipts), 10 (payment), 11 (appointment of the ATOC Representative), 13 (admission of participants), 14 (ceasing participation), 15 (extension and reduction of networks), and 22 (mediation and arbitration) and any obligation to negotiate with or give notice to the ATOC Representative) shall extend to:
- (a) any subsidiary of TTL which provides public passenger services on which tickets covered by this Agreement may be used; and
 - (b) any TTL Third Party

in each case in respect of those services operated by them on which tickets covered by this Agreement may be used. TTL shall procure that, for as long as they operate services on which tickets covered by this Agreement may be used, each such subsidiary and each TTL Third Party complies with such obligations.

THROUGH TICKETS

- 4.1 Each Operator shall honour for travel on its Railway Services, Through Tickets issued by TTL, its subsidiaries or any TTL Third Party in accordance with this Agreement; and TTL shall honour for travel on Underground Services, Through Tickets issued by an Operator or by an agent of any or all of the Operators in accordance with this Agreement.
- 4.2 Each of the parties shall take reasonable steps to ensure that passengers travelling on any services which it provides, and on which Through Tickets may be used, travels with a valid ticket.
- 4.3 The Through Tickets covered by this Agreement shall be Ordinary Through Tickets and Through Season Tickets involving travel on Railway Services and Underground Services.
- 4.4 There shall be no obligation under this Agreement on any party to issue Through Tickets, however it shall be the general aim of the parties to provide Through Tickets wherever the level of passenger demand is such, in the judgment of TTL and the relevant Operator, to justify such provision or where the absence of Through Tickets would in the judgment of TTL and the relevant Operator impose on passengers unreasonable inconvenience or an undue risk of incurring a Penalty Fare by reason of travelling without a valid ticket.
- 4.5 Unless TTL and the ATOC Representative agree otherwise, fares for Through Tickets shall comprise the cheapest sum of equivalent published charges of the relevant Operator and TTL (or its relevant subsidiary or the relevant TTL Third Party) for the component elements of the Through Journey.
- 4.6 No party shall sell or market Through Tickets in such a way as to discriminate unreasonably and unfairly against sales of Through Tickets involving travel over the services of another party.
- 4.7 Any Operator may elect to cease its involvement in the arrangements for Through Tickets contained in this Agreement by giving TTL (through the agency of the ATOC Representative) at least 12 months' notice in writing (or

such lesser period of notice as may be agreed between the ATOC Representative and TTL). With effect from the expiry of such notice:

- (a) such Operator shall not issue Through Tickets;
- (b) TTL and the Operators shall no longer be entitled to issue Through Tickets for travel on such Operator's Railway Services; and
- (c) the provisions of Clause 4 (with the exception of this Clause 4.7) and any other provisions of this Agreement to the extent that they relate to arrangements for Through Tickets for travel on such Operator's Railway Services shall cease to apply.

4.8 TTL may give the ATOC Representative at least 12 months' notice in writing (or such lesser period of notice as may be agreed between the ATOC Representative and TTL) that a subsidiary of TTL or an TTL Third Party is to cease its involvement in the arrangements for Through Tickets contained in this Agreement. With effect from the expiry of such notice:

- (a) such subsidiary or TTL Third Party shall not issue Through Tickets;
- (b) TTL and the Operators shall no longer be entitled to issue Through Tickets for travel on such subsidiary's or such TTL Third Party's services; and
- (c) the provisions of Clause 4 (with the exception of this Clause 4.8) and any other provisions of this Agreement to the extent that they relate to arrangements for Through Tickets for travel on such subsidiary's or such TTL Third Party's services shall cease to apply.

4.9 TTL may elect to cease its involvement in the arrangements for Through Tickets contained in this Agreement by giving the ATOC Representative at least 12 months' notice in writing (or such lesser period of notice as may be agreed between the ATOC Representative and TTL). With effect from the expiry of such notice :

- (a) TTL and the Operators shall not issue Through Tickets; and
- (b) the provisions of Clause 4 (with the exception of this Clause 4.9) and any other provisions of this Agreement to the extent that they relate to arrangements for Through Tickets shall cease to apply.

INTERAVAILABILITY ARRANGEMENTS

- 5.1 Each Operator shall honour for travel on its Railway Services tickets for travel on Interavailable Routes issued by TTL or a TTL Third Party in accordance with this Agreement; and TTL shall honour for travel on Underground Services tickets for travel on Interavailable Routes issued by an Operator or by an agent of any or all of the Operators in accordance with this Agreement.
- 5.2 Each of the parties shall take reasonable steps to ensure that passengers travelling on any services on Interavailable Routes which it provides travel with a valid ticket.
- 5.3 The fares to be charged for tickets (other than Through Tickets) issued for travel on Interavailable Routes shall be set by the party indicated in Schedule 3. Subject to Clause 8.6 such tickets shall be sold only at the fares set by the party so indicated.
- 5.4 Any Operator may elect to cease its involvement in the arrangements contained in this Clause 5 in respect of tickets (other than Through Tickets) issued for travel on any Interavailable Route on which such Operator provides Railway Services by giving TTL (through the agency of the ATOC Representative) at least 12 months' notice in writing. With effect from the expiry of such notice:
- (a) TTL shall no longer be entitled to issue tickets for travel on Railway Services provided by such Operator on any Interavailable Route in respect of which such notice has been given; and
 - (b) the provisions of this Agreement (with the exception of this Clause 5.4) shall cease to apply to tickets issued after the expiry of such notice for travel on Railway Services provided by such Operator on any Interavailable Route in respect of which such notice has been given. For the avoidance of doubt the provisions of this Agreement shall continue to apply to tickets issued before the expiry of such notice for as long as such tickets are valid for travel in accordance with their terms of issue.
- 5.5 TTL may elect to cease its involvement in the arrangements contained in this Clause 5 in respect of tickets (other than Through Tickets) issued for travel on any Interavailable Route on which TTL, any of its subsidiaries or any TTL Third Party provides Underground Services by giving the ATOC Representative at least 12 months' notice in writing. With effect from the expiry of such notice:

- (a) no Operator shall be entitled to issue tickets for travel on Underground Services provided on any Interavailable Route in respect of which such notice has been given; and
- (b) the provisions of this Agreement (with the exception of this Clause 5.5) shall cease to apply to tickets issued after the expiry of such notice for travel on Underground Services provided on any Interavailable Route in respect of which such notice has been given. For the avoidance of doubt the provisions of this Agreement shall continue to apply to tickets issued before the expiry of such notice for as long as such tickets are valid for travel in accordance with their terms of issue.

LT CARDS

- 6.1 The Operators shall honour LT Cards on Railway Services operating on the following routes:

Upminster - Fenchurch Street
Stratford - Liverpool Street
Stratford - West Ham
Finsbury Park - Moorgate/King's Cross Thameslink
King's Cross Thameslink - Moorgate
King's Cross Thameslink - Elephant & Castle/London Bridge
Amersham - Marylebone
Richmond - Gunnersbury
West Ruislip - South Ruislip.

- 6.2 In recognition of the travel on Railway Services by passengers holding LT Cards, TTL shall pay to RSP in accordance with the LRT/RSP Clearance Agreement 1.3 per cent. of receipts (exclusive of any applicable VAT) from the sale of LT Cards. Such percentage is intended to be a reasonable estimate of the passenger miles travelled on Railway Services using LT Cards as a percentage of the total passenger miles travelled using LT Cards.
- 6.3 The percentage referred to in Clause 6.2 (as amended in accordance with this Agreement) shall be reviewed by TTL and the ATOC Representative following a notice in writing by TTL or the ATOC Representative to the other that it wishes such percentage to be reviewed to reflect the intention stated in Clause 6.2. No such review may be requested during the period of 12 months following an earlier review. If TTL and the ATOC Representative fail to agree the amount of the percentage arising from such review within 30 days of the date of notice, the matter shall be referred to mediation in accordance with Clause 22.

- 6.4 Any amended percentage agreed as a result of the review carried out under Clause 6.3 shall be applied to receipts from sales of LT Cards from the date agreed upon by TTL and the ATOC Representative at the time of such review until the percentage is further amended pursuant to Clause 6.3.
- 6.5 Any Operator or TTL may elect to cease its involvement in the arrangements for LT Cards in respect of any route for which LT Cards are then available by giving TTL (in the case of an election by an Operator) or the ATOC Representative (in the case of an election by TTL) at least three months' notice in writing. With effect from the expiry of such notice:
- (a) LT Cards shall cease to be valid on such route; and
 - (b) if necessary, the amount of the percentage referred to in Clause 6.2 (as amended) shall be adjusted by agreement between TTL and the ATOC Representative provided that if TTL and the ATOC Representative fail to agree any adjustment to the amount of the percentage the matter shall be referred to mediation in accordance with Clause 22.

CROSS-LONDON TICKETS

- 7.1 Where an Operator or an agent of any or all of the Operators issues a Cross-London Ticket, interchange by Underground or Stationlink Bus Service is included in the cost of such tickets. The provisions of this Clause 7.1 shall apply to tickets issued for journeys between any such station and Waterloo International for further travel by European Passenger Services Limited. TTL shall honour Cross-London Tickets for travel on Underground or Stationlink Bus Services and in recognition of the value of such travel, TTL shall receive from RSP in accordance with the LRT/RSP Clearance Agreement an annual payment as set out in the Operating Schedule.
- 7.2 Where tickets bearing the routing "DLR NOT LONDON" are issued, such tickets shall not be included within the provisions of Clause 7.1. For such tickets TTL shall be due the fare charged by TTL for Zones 2-3 in accordance with the LRT/RSP Clearance Agreement.
- 7.3 The payment referred to in Clause 7.1 shall be adjusted in accordance with any percentage increase or decrease in the Zone 1 fare (exclusive of any VAT) charged by TTL, such adjustment to take effect from the date of the relevant increase or decrease of such fare. TTL or the ATOC Representative may request a review of the amount of the payment referred to in Clause 7.1 provided that no more than one such review shall take place in any twelve-month period. Any amendment to the amount of such payment

following a review shall be applied from the date agreed by TTL and the ATOC Representative.

7.4 TTL or the ATOC Representative (as agent for the Operators) may terminate the arrangements for Cross-London Tickets contained in this Clause 7 by giving to the other at least 12 months' notice in writing. With effect from the expiry of such notice:

- (a) the arrangements contained in this Clause 7 shall cease; and
- (b) no further amount shall be payable to TTL under this Clause 7 (provided that the amount so payable for the year in which such notice is given shall be pro-rated on the basis of a 365-day year so that the Operators pay TTL in respect of the period to the expiry of such notice).

7.5 No ticket selling commission shall be payable by TTL in respect of Cross-London Tickets.

AGENCY TICKETS AND RETAILING

Agency Tickets and Discount Cards

8.1 Agency Tickets and Discount Cards may be issued by TTL, its subsidiaries or TTL Third Parties as agent for the relevant Operator or by any Operator or an agent of any or all of the Operators as agent for TTL, its subsidiaries or TTL Third Parties (as the case may be) and for this purpose the seller of Agency Tickets is appointed as agent to make the relevant contract of carriage.

8.2 At each station where TTL, its subsidiaries or TTL Third Parties operate Underground Services and the Operators operate Railway Services and either TTL or an Operator does not operate a ticket retailing outlet, the person operating a ticket retailing outlet at such station shall sell Agency Tickets in respect of such Underground Services or such Railway Services as the case may be.

8.3 Revenue from sales of Agency Tickets and Discount Cards shall, following deduction by the retailer of commission (including any applicable VAT) at the rates specified in Clause 19 (subject to the provisions of Schedule 3), be taken into account for the purposes of calculating amounts due between TTL and RSP in accordance with the LRT/RSP Clearance Agreement and between the Operators and RSP in accordance with the Ticketing and Settlement Agreement. The range of Agency Tickets and Discount Cards to be sold at any station shall be agreed between TTL and the Operators whose trains call at the relevant station. The full fares for Agency Tickets shall be those

specified by the person in respect of whose services the Agency tickets are sold. No party shall enter into any agreement or arrangement under which Agency Tickets are sold or marketed in such a way as to discriminate unreasonably and unfairly against sales of Agency Tickets involving travel over Railway Services or Underground Services.

- 8.4 The ATOC Representative or TTL may give 12 months' notice in writing respectively to TTL or the ATOC Representative that it no longer wishes Agency Tickets to be sold at a specified station. With effect from the expiry of such notice, the relevant Operator or TTL (as the case may be) shall no longer be required by this Agreement to sell Agency Tickets at such station.

Retailing

- 8.5 The arrangements to be made for the sale of tickets covered by this Agreement, including the locations from which such tickets shall be sold, the means by which such sales shall be made (through, inter alia, manned ticket offices, passenger-operated machines and sales agents) and the times at which such services shall be available, shall be matters to be determined by the party controlling the sales point concerned. TTL and a relevant Operator may, however, make representations to each other if it appears that the reasonable requirements of passengers are not being adequately met and the person receiving any such representations will consider them and give a reasoned reply.
- 8.6 Tickets covered by this Agreement may be sold at a fare less than that provided for in this Agreement provided that in such cases the party making such sales (or on behalf of whom such sales are made) shall account for the full fare in accordance with the LRT/RSP Clearance Agreement or the Ticketing and Settlement Agreement, as the case may be less commission (including any applicable VAT) determined in accordance with this Agreement.
- 8.7 TTL and the ATOC Representative shall give at least 90 days prior written notice to the other of any proposed change to the fares charged for tickets covered by this Agreement sold (in the case of a notice given by TTL) by TTL, its subsidiaries or any TTL Third Party and (in the case of a notice given by the ATOC Representative) by the Operators. Such notice shall include sufficient information to enable parties to compile through fares accurately.
- 8.8 Penalty Fares and Excess Fares collected on trains and at stations shall be retained by the person collecting them except where, by agreement between

the relevant Operator and TTL, alternative arrangements are made at specified locations.

- 8.9 TTL shall accept Permits to Travel which have been tendered within two hours of their issue in respect of a journey starting at the station of issue, and the Operators and TTL shall accept Vouchers and Warrants, in each case as full or part payment for sale of tickets governed by this Agreement. Division of receipts

DIVISION OF RECEIPTS

- 9.1 Revenue from sales of Through Tickets and tickets for journeys over Interavailable Routes shall accrue to the party that operates the relevant train in accordance with the provisions of this Clause 9.
- 9.2 Unless TTL and the ATOC Representative agree otherwise, the revenue due to TTL from sales of Through Tickets (other than Through Tickets issued for journeys over Interavailable Routes) shall be the then applicable fare (exclusive of any VAT) for that part of the Through Journey made on Underground Services as shown by the fare scale published by LUL. The balance of the revenue (exclusive of any VAT) from such sales shall be due to the Operators any agreement to vary this arrangement pursuant to this Clause 9 shall be recorded in the Operating Schedule which shall detail the alternative arrangements which have been agreed.
- 9.3 Revenue from sales of tickets (including Through Tickets) for journeys which are wholly or partly over Interavailable Routes shall be shared in accordance with the provisions of Schedule 3 and the Operating Schedule.
- 9.4 Subject to and in accordance with the terms of this Agreement TTL shall:
- (a) account to RSP in accordance with the LRT/RSP Clearance Agreement for all moneys due in respect of sales of tickets governed by this Agreement by it and by its subsidiaries;
 - (b) account to RSP in accordance with the LRT/RSP Clearance Agreement for all moneys due in respect of tickets governed by this Agreement from persons who are under contract to TTL to sell such tickets (including any TTL Third Parties); and
 - (c) take reasonable steps to ensure that all such subsidiaries and such persons respectively referred to in (a) and (b) above have in place effective and secure control and recording procedures in respect of their respective sales of tickets governed by this Agreement.

- 9.5 Subject to and in accordance with the terms of this Agreement each Operator shall:
- (a) account to RSP in accordance with the Ticketing and Settlement Agreement for all moneys due in respect of sales of tickets governed by this Agreement by it;
 - (b) account to RSP in accordance with the Ticketing and Settlement Agreement for all moneys due in respect of tickets governed by this Agreement from persons who are under contract to such Operator to sell such tickets; and
 - (c) take reasonable steps to ensure that all such persons referred to in (b) above have in place effective and secure control and recording procedures in respect of their respective sales of tickets governed by this Agreement.
- 9.6 Subject to and in accordance with the terms of this Agreement the Operators shall jointly:
- (a) account to RSP in accordance with the Ticketing and Settlement Agreement for all moneys due in respect of tickets governed by this Agreement from persons who are under contract to all of the Operators jointly to sell such tickets; and
 - (b) take reasonable steps to ensure that all such persons referred to in (a) above have in place effective and secure control and recording procedures in respect of their respective sale of tickets governed by this Agreement.
- 9.7 Each Operator shall ensure that ticket sales made at stations it operates and involving an element of revenue for travel on Underground Services shall be identified within the accounting systems of such Operator and procure that the appropriate amount of revenue is paid by RSP to TTL in accordance with the provisions of the LRT/RSP Clearance Agreement.
- 9.8 TTL shall ensure that ticket sales made by TTL, its subsidiaries or TTL Third Parties and involving an element of revenue for travel on services provided by the Operators shall be identified within TTL's accounting systems and the appropriate amount of revenue paid by TTL to RSP in accordance with the provisions of LRT/RSP Clearance Agreement.
- 9.9 Where TTL accepts a warrant, voucher or permit for travel issued by an Operator or where an Operator accepts a warrant, voucher or permit for travel issued by TTL, in each case as full or part payment for the sale of a ticket governed by this Agreement, for the purposes of the apportionment of revenue the sale shall be treated as a sale at the full selling price (including any

applicable VAT) of the relevant ticket made by the party accepting such warrant, voucher or permit for travel. The party accepting such warrant, voucher or permit for travel shall be entitled to receive that portion of the relevant ticket's full selling price (including any applicable VAT) in respect of which the warrant, voucher or permit for travel is accepted in accordance with the provisions of the LRT/RSP Clearance Agreement or the Ticketing and Settlement Agreement (as the case may be).

- 9.10 TTL shall be paid by RSP in accordance with the LRT/RSP Clearance Agreement an amount equal to 40% of the fare (exclusive of VAT) for a journey on Underground Services within Zone 1 in respect of each Executive Ticket sold by an Operator.

PAYMENTS

- 10.1 Payment of sums in respect of tickets governed by this Agreement (together with related refunds, commission and Discount Cards) shall be made in accordance with the LRT/RSP Clearance Agreement and the Ticketing and Settlement Agreement.
- 10.2 Each of the Operators undertake to TTL that it will provide to RSP the information described in Clause 4 of the LRT/RSP Clearance Agreement in respect of sales of tickets governed by this Agreement by it or on its behalf (including any related commission or refunds) in the form and at such times as are required to enable such tickets to be Accepted for Clearing (as defined in the LRT/RSP Clearance Agreement).
- 10.3 All sums due under this Agreement are exclusive of VAT, if any, thereon which shall be charged in addition thereto under the relevant regulations in force at the time of making the relevant taxable supply and shall be payable by the paying party only against receipt of a valid VAT invoice.
- 10.4 Where under this Agreement a party has agreed to make a reimbursement or indemnity in respect of any payment made or cost incurred by another party then the first party shall also reimburse any VAT paid by the other which forms part of its payment or costs incurred to the extent that such VAT is not available for credit for the other under sections 25 and 26 of the Value Added Tax Act 1994.

APPOINTMENT OF THE ATOC REPRESENTATIVE

- 11.1 Each of the Operators has entered into this Agreement as principal and hereby appoints a representative (known in this Agreement as the ATOC Representative) to act as its agent for as long as it is a party to this Agreement. The ATOC Representative may appoint one or more individuals to facilitate the performance of its functions including groups of individuals with responsibility for separate aspects of the arrangements contained in this Agreement.
- 11.2 The ATOC Representative is appointed by each of the Operators as its agent to negotiate with and give notices, consents, waivers and receipts in accordance with this Agreement to TTL and to perform all other actions expressed to be performed by the ATOC Representative under this Agreement.
- 11.3 No notice, consent or waiver under this Agreement purported to be given:
- (a) by an Operator on behalf of another Operator or Operators; or
 - (b) by an Operator in respect of any of the matters for which the ATOC Representative is appointed as agent of the Operators in accordance with this Agreement
- shall have any effect.
- 11.4 The person acting as ATOC Representative may from time to time give TTL not less than 30 day's notice of his ceasing to act as such and the identity of the person who is to take his place as ATOC Representative. Upon the expiry of such notice, the person so identified shall be the ATOC Representative for the purpose of this Agreement.
- 11.5 The Operators undertake to TTL, jointly and severally, to procure:
- (a) the performance by the ATOC Representative of any action to be performed by the ATOC Representative hereunder; and
 - (c) that the ATOC Representative has all information required for such performance.

RE-NEGOTIATION OF THE OPERATING SCHEDULE

- 12.1 The ATOC Representative and TTL will review the provisions of the Operating Schedule at least once in each calendar year and negotiate in good faith amendments to the Operating Schedule. The Operators and TTL agree to be bound by and such amendments agreed between those negotiating under the authority of TTL and the ATOC Representative.
- 12.2 Amendments to the Operating Schedule agreed by TTL and the ATOC Representative following negotiations such amendments shall be signed by or on behalf of TTL and the ATOC Representative (as agent for the Operators) and once so signed, such version shall replace the immediately preceding version of the Operating Schedule (but shall not extinguish any rights or liabilities accrued under the proceeding version and then outstanding) and be binding on TTL and the Operators.
- 12.3 Any failure to agree amendments to the Operating Schedule following negotiation pursuant to this Clause 12 shall be referred to mediation in accordance with the provisions of Clause 22.
- 12.4 TTL shall be required to negotiate only with the ATOC Representative in fulfillment of its obligations under this Clause 12 and shall not be obliged to enter into any discussion with any of the Operators in respect of the subject matter of the negotiation referred to in this Clause 12.

ADMISSION OF PARTICIPANTS

- 13.1 TTL shall be entitled to include TTL Third Parties in any of the arrangements provided for by this Agreement, without the consent of the Operators, if:-
- (a) TTL is required to or wishes to effect such inclusion as a result of any statutory obligations or power then applying to TTL;
 - (b) at least 120 days' notice of such proposed inclusion is given by TTL to the ATOC Representative;
 - (c) TTL gives notice to the ATOC Representative at least 90 days before the expiry of the notice under sub-clause (b) of the change(s) which it proposes should be made to this Agreement as a result of the proposed inclusion or of the fact that no such changes are proposed; and
 - (d) TTL executes and delivers to the ATOC Representative, before the expiry of the notice referred to in sub-clause (b), a letter in the form of

Schedule 4 agreeing to treat the relevant person as an TTL Third Party for the purposes of this Agreement.

Following receipt of the notice referred to in sub-clause (b) TTL and the ATOC Representative shall review any proposals made by TTL pursuant to sub-clause (c) and agree any changes to be made to this Agreement as a result of such review. Any failure to agree such changes in respect of LT Cards or Cross-London Tickets shall be referred to mediation in accordance with the provisions of Clause 21 with a view to such changes being agreed prior to the expiry of the notice referred to in sub-clause (b).

Such person shall, if it is not a subsidiary of TTL, upon expiry of the notice referred to in sub-clause (b) and subject to execution of the letter referred to in sub-clause (d), become an TTL Third Party for the purposes of this Agreement. For so long as a person remains an TTL Third Party, TTL shall:

- (e) procure that such TTL Third Party honours tickets covered by this Agreement in accordance with its terms; and
- (f) account for all moneys due to RSP in respect of sales by such TTL Third Party of tickets covered by this Agreement.

13.2 Any operator or provider of Railway Services may become an Operator without the consent of TTL if:-

- (a) at least 120 days' notice of such person's intention to become a party to this Agreement is given to TTL by the ATOC Representative;
- (b) such person becomes a member of the ATOC/LRT Scheme and such membership is confirmed in writing to TTL by the ATOC Representative;
- (c) the ATOC Representative gives notice to TTL at least 90 days before the expiry of the notice under sub-clause (a), of the change(s) proposed to be made to this Agreement as a result of such person becoming an Operator or of the fact that no such changes are proposed; and
- (d) such person executes, before the expiry of the notice referred to in sub-clause (a), a deed of adherence substantially in the form of the deed set out in Schedule 5.

Following receipt of the notice referred to in sub-clause (a) TTL and the ATOC Representative shall review the proposals made pursuant to sub-

clause (c) and agree changes to be made to this Agreement as a result of such review. Any failure to agree such changes in respect of LT Cards or Cross-London Tickets shall be referred to mediation in accordance with the provisions of Clause 22 with a view to such changes being agreed prior to the expiry of the notice referred to in sub-clause (a).

Such person shall, upon expiry of the notice referred to in sub-clause (a) and subject to execution of the deed referred to in sub-clause (d), become an Operator for the purposes of this Agreement.

- 13.3 Where a proposed TTL Third Party or Operator is to be included in any of the arrangements covered by this Agreement because it is taking over the operation of existing Railway Services, Underground Services or TTL Bus Services and the ATOC Representative and TTL have agreed that no changes need to be made to this Agreement as a consequence, no notice shall be required to be given under Clause 13.1(c) or 13.2(c) and the notice to be given under Clause 13.1(a) or 13.2(b) shall be 30 days.
- 13.4 The provisions of Clause 13.1 shall not apply to TTL Bus Services and TTL may include the operators of such services in any of the arrangements covered by this Agreement as TTL Third Parties without notifying the ATOC Representative. In such circumstances TTL may propose changes to this Agreement which it believes should be made as a result of the inclusion of such an TTL Third Party. TTL and the ATOC Representative shall review any proposals made by TTL under this Clause 12.4 with a view to their being agreed before the inclusion of the relevant TTL Third Party.

CEASING PARTICIPATION

- 14.1 Any subsidiary of TTL or TTL Third Party may be excluded from the arrangements contained in this Agreement, without the consent of the Operators, if:-
- (a) TTL gives at least 12 months' notice in writing (or such shorter period of notice agreed between TTL and the ATOC Representative being not less than 90 days) to the ATOC Representative of the proposed exclusion of such subsidiary of TTL or TTL Third Party from such arrangements with effect from the expiry of such notice; and
 - (b) TTL also gives notice in writing to the ATOC Representative at least 180 days (or such shorter period as is agreed between TTL and the ATOC Representative being not less than 90 days) before the expiry of the notice under sub-clause (a) (or such earlier period as may be agreed

between TTL and the ATOC Representative), of the change(s) which it proposes should be made to this Agreement as a result of such exclusion or of the fact that no changes are proposed.

Within 30 days of the date of the notice referred to in sub-clause (b) TTL and the ATOC Representative shall review any proposals made by TTL pursuant to sub-clause (b) and agree any changes to be made to this Agreement as a result of such review. Any failure to agree such changes in respect of LT Cards or Cross-London Tickets shall be referred to mediation in accordance with the provisions of Clause 22 with a view to such changes being agreed prior to the expiry of the notice referred to in sub-clause (a).

As from the expiry of the notice referred to in sub-clause (a), the person in respect of which such notice is given shall be excluded from the arrangements covered by this Agreement and, in the case of an TTL Third Party, shall cease to be an TTL Third Party.

14.2 Any Operator may cease to be an Operator and a party to this Agreement, without the consent of TTL, if:-

- (a) the ATOC Representative gives at least 12 months' notice in writing (or such shorter period of notice agreed between TTL and the ATOC Representative being not less than 90 days) to TTL that such Operator intends ceasing to be a party to this Agreement with effect from the expiry of such notice; and
- (b) the ATOC Representative gives notice in writing to TTL at least 180 days (or such shorter period as is agreed between TTL and the ATOC Representative being not less than 90 days) before the expiry of the notice under sub-clause (a) (or such shorter period as may be agreed between TTL and the ATOC Representative), of the change(s) (if any) which it proposes should be made to this Agreement as a result of such Operator ceasing to be a party to this Agreement or of the fact that no such changes are proposed.

Within 30 days of the date of the notice referred to in sub-clause (b) TTL and the ATOC Representative shall review any proposals made by the ATOC Representative pursuant to sub-clause (b) and agree any changes to be made to this Agreement as a result of such review. Any failure to agree such changes in respect of LT Cards or Cross-London Tickets shall be referred to mediation in accordance with the provisions of Clause 22 with a view to such changes being agreed prior to the expiry of the notice referred to in sub-clause (a).

Such Operator shall, upon the expiry of the notice referred to in sub-clause (a), cease to be a party to and an Operator for the purposes of this Agreement.

- 14.3 Where a subsidiary of TTL, TTL Third Party or Operator is to be excluded from the arrangements covered by this Agreement because another person is to take over the operation of Railway Services or, Underground Services in the circumstances described in Clause 13.3, no notice shall be required to be given under Clause 14.1(b) or 14.2(b) and the notice to be given under this Clause 14.1(a) or 14.2(a) shall be 30 days.
- 14.4 The provision of Clause 14.1 shall not apply to TTL Bus Services and TTL Third Parties operating such services may cease to participate in any of the arrangements contained in this Agreement without notification having been given to the ATOC Representative. In such circumstances TTL may propose changes to this Agreement which it believes should be made as a result of such an TTL Third Party ceasing to participate in any of the arrangements covered by this Agreement. TTL and the ATOC Representative shall review any proposals made by TTL under this Clause 14.4 with a view to their being agreed before the relevant TTL Third Party ceases to participate.
- 14.5 Any costs of, or relating to, the sale, issue, acceptance or marketing of tickets in accordance with this Agreement which would not have been incurred but for a person ceasing to participate in the arrangements covered by this Agreement and incurred up to the date when such person ceases so to participate shall be for the account of TTL, in the case of any cessation pursuant to Clause 14.1, and for the account of the Operators in the case of any cessation pursuant to Clause 14.2.
- 14.6 The ATOC Representative shall notify TTL immediately prior to any Operator ceasing to be a member of the ATOC/LRT Scheme. This Agreement shall terminate in respect of any such Operator forthwith on such Operator's ceasing to be a member of the ATOC/LRT Scheme. If such Operator ceases to be a member of the ATOC/LRT Scheme only as regards the arrangements contained in one or more of the following Clauses : 4 (Through Ticket); 5 (Interavailability Arrangements); 6 (LT Cards); 7 (Cross-London Tickets); 8 (Agency Tickets) excluding Clauses 8.5 to 8.8 (Retailing) the Agreement shall terminate in respect of such Operator only as regards those arrangements for which it ceases to be a member of the ATOC/LRT Scheme. The ATOC Representative and TTL shall agree any changes to be made to this Agreement as a result of such termination. Any failure to agree such changes shall be referred to mediation in accordance with the provisions of Clause 22.

- 14.7 If an Event of Default has occurred in respect of any Operator TTL may give notice to the ATOC Representative requesting that such Operator should cease to be a member of the ATOC/LRT Scheme. Following receipt of such notice the ATOC Representative shall procure that the ATOC/LRT Scheme Council gives reasonable consideration to TTL's request and within eight weeks of receipt of such notice it shall notify TTL of the decision by the ATOC/LRT Scheme Council with respect to such Operator.
- 14.8 TTL may terminate this Agreement by giving notice to the ATOC Representative if an Event of Default has occurred in respect of any Operator or RSP. This Agreement shall terminate with effect from the receipt of such notice.
- 14.9 The ATOC Representative may, on behalf of the Operators, terminate this Agreement by giving notice to TTL if an Event of Default has occurred in respect of TTL, a subsidiary of TTL involved in the arrangements covered by this Agreement or an TTL Third Party. This Agreement shall terminate with effect from the receipt of such notice.
- 14.10 Ceasing participation or terminating this Agreement under this Clause 14 shall not prejudice the accrued rights or obligations of any party to this Agreement.

EXTENSION AND REDUCTION OF NETWORKS

- 15.1 TTL or the ATOC Representative shall give to the other at least 120 days' prior written notice of any extension or reduction of the rail network operated (in the case of a notice given by TTL) by TTL, any of its subsidiaries or any TTL Third Party and (in the case of a notice given by the ATOC Representative) by an Operator in each case where such extension or reduction is to be effected pursuant to statutory powers granted expressly for the purpose of such extension or reduction. A notice given under this Clause 15.1 shall include the date when such extension or reduction is to take effect.
- 15.2 Following receipt of a notice referred to in Clause 15.1 TTL and the ATOC Representative shall meet to agree any changes to be made to this Agreement as a result of the proposed extension or reduction. Any failure to agree such changes shall be referred to mediation in accordance with the provisions of Clause 22 with a view to such changes being agreed prior to the expiry of the notice referred to in Clause 15.1.

SERVICE INTERRUPTIONS

- 16.1 Claims in respect of the failure of Railway Services or Underground Services made by passengers holding tickets covered by this Agreement shall be dealt with as follows:
- (a) where the claim arises solely out of the provisions of the Passenger Charter or the Customer Charter (or any equivalent charter applicable to Underground Services provided by a TTL Third Party) it will be dealt with by the party providing the service governed by the relevant charter and shall be for the account of that party; or
 - (b) where no use has been made of the relevant ticket the claim will be dealt with by the party who issued the ticket (or on whose behalf the ticket was issued) and shall be for the account of that party; or
 - (c) where partial use has been made of the relevant ticket the claim will be dealt with either by the party who issued the ticket (or on whose behalf the ticket was issued) or by the party whose service failed and shall be for the account of the party whose service failed.
- 16.2 Any claim submitted to a party who is not required by this Clause 16 to deal with it shall be forwarded to the party who is so required.
- 16.3 Any compensation paid to passengers holding tickets covered by this Agreement other than in accordance with this Clause 16 shall be regarded as an ex gratia payment by the party paying such compensation who shall inform the ticket holder accordingly. Such ex gratia payments shall be for the account of the party making such payment.

CONDITIONS OF CARRIAGE

- 17.1 Tickets covered by this Agreement shall be sold subject to the applicable Conditions of Carriage of the seller and provider of the services upon which the passenger travels as laid down and published from time to time. A party's Conditions of Carriage shall not prevent, inhibit, or otherwise restrict the use of tickets in accordance with, or otherwise contradict the provisions set out in, this Agreement.
- 17.2 No party shall alter its Conditions of Carriage if to do so would make them inconsistent with those of the other parties insofar as is necessary properly to implement the provisions of this Agreement. The parties further agree and

acknowledge that it is their intention to maintain consistency as between their respective Conditions of Carriage insofar as may be desirable to facilitate or promote the objectives of this Agreement.

- 17.3 If a party alters its Conditions of Carriage for the benefit of passengers using its services, any additional costs resulting from such alteration shall be borne by the party whose Conditions are so altered.

TICKET DESIGN AND TECHNOLOGY

- 18.1 Save in respect of arrangements existing at the date hereof or unless otherwise agreed following the Effective Date, each Operator shall ensure that all tickets valid for travel on Underground Services issued at its stations or by its agents shall comply with TTL technical requirements as set out in specifications AFC ST 4095, AFC ST 4096 and AFC ST 4097 (including requirements as to magnetic encoding) and shall be in encoding formats supplied from time to time by TTL to the ATOC Representative so that ticket holders are able to use automatic gates installed at LUL stations.
- 18.2 Should TTL technical requirements necessitate a change to an Operator's tickets and ticket issuing equipment, TTL shall consider jointly with such Operator any necessary changes so that the tickets remain compatible with the LUL system, and TTL shall pay such Operator's reasonable costs and the reasonable costs of any other person authorised by it to issue tickets governed by this Agreement incurred in effecting amendments required by TTL.
- 18.3 Each party shall give reasonable notice of any changes it proposes making in ticket design or technology to any other party likely to be affected by such changes to enable such affected party to comply with its obligations under this Clause 18. Any change in the design or appearance of tickets covered by this Agreement (other than LT Cards) having an effect on the validity of such tickets shall be subject to the approval of TTL (in the case of tickets issued by Operators) and the ATOC Representative (in the case of tickets issued by TTL, its subsidiaries or TTL Third Parties).

TICKET SELLING COMMISSION

19. Where TTL, a subsidiary of TTL, a TTL Third Party, an Operator or any of their agents sells tickets (other than Cross-London Tickets) covered by this Agreement or Discount Cards which are attributable (in whole or in part) to the services provided by another party, it shall be entitled to retain a ticket selling commission of nine per cent. (or one and one half per cent in the case

of sales of Through Season Tickets) of the face value (exclusive of any VAT) of each ticket but shall bear the cost of any commission (including any applicable VAT thereon) payable to its own agents or credit card companies in respect of such sales.

REVENUE PROTECTION MEASURES

- 20.1 Exercises devised either jointly or individually by any Operator and TTL to police the purchase and use of valid tickets by persons travelling on the services provided by the Operators and/or TTL shall be conducted at locations jointly served by the relevant Operator and TTL (or subsidiary of TTL or TTL Third Party) as agreed between them.
- 20.2 Any such exercise carried out jointly between an Operator and TTL will be co-funded as agreed by the relevant Operator and TTL in advance of such exercise. TTL and any Operator involved in such exercise shall ensure that a sufficient number of persons respectively authorised by them to undertake the collection of any Penalty Fares is available to carry out the exercises in accordance with their terms.
- 20.3 Where any revenue protection exercises have been agreed to be held by either TTL or an Operator on the premises of the other, such Operator and TTL shall co-operate and provide reasonable assistance to each other to enable such exercises to be carried out in accordance with their terms.
- 20.4 TTL and any Operator will make available to each other, upon reasonable request, information upon, and access to, any database or other records relating to Penalty Fares respectively held by them (together with all other records, maintained either jointly or individually, relating to the purchase of tickets covered by this Agreement to enable specific cases of fare evasion or related fraud to be actively pursued). To this effect, TTL and the Operators acknowledge their obligations to observe the requirements of the Data Protection Act 1998 insofar as the same affects the transfer and sharing of information contained in such records.
- 20.5 The parties acknowledge that a significant decrease in the number of ticket-issuing or ticket-checking staff respectively employed by them from time to time increases the likelihood of customers changing between services operated by TTL and Operators without a valid ticket. To minimise this practice, the parties agree to keep each other fully informed in advance of any relevant changes in policy regarding existing staffing practice and ticket-selling.

FREEDOM OF ACTION

21. Subject to the Greater London Authority Act 1999, each of the parties agrees that nothing in this Agreement shall prevent them from offering for sale or pricing any ticket, product or service not covered by this Agreement.

MEDIATION AND ARBITRATION

- 22.1 Any failure to reach agreement by, or any dispute between, (1) TTL and (2) the ATOC Representative and/or the Operators in connection with or arising out of this Agreement shall be settled in accordance with the provisions of this Clause 22.

Failure to agree

- 22.2 The provisions of Clauses 22.3 to 22.11 shall apply where (1) TTL and (2) the ATOC Representative and/or the Operators are expressly required to reach agreement on a specified matter and there is a failure to reach such agreement.
- 22.3 For the purposes of Clauses 22.3 to 22.11 there shall be deemed to be a failure to reach agreement when either TTL or the ATOC Representative serves on the other a notice in writing (a *Notice of Failure to Agree*) stating the matter or matters on which there is a failure to agree and indicating that such notice is served pursuant to this Clause 22.3.
- 22.4 During a period of 7 days from the date of service of a Notice of Failure to Agree pursuant to Clause 22.3 TTL and the ATOC Representative shall negotiate in good faith to agree the matter or matters referred to in such notice.
- 22.5 If:-
- (a) TTL and the ATOC Representative fail to agree the matter or matters referred to in a Notice of Failure to Agree within 7 days of service of such notice; or
 - (b) TTL and the ATOC Representative decide during the period of 7 days from service of a Notice of Failure to Agree to refer the matter or matters contained in such notice to mediation,

such matter or matters shall immediately be referred to a mediator appointed by agreement between TTL and the ATOC Representative. If TTL and the ATOC Representative have not appointed a mediator within 14 days of

service of a Notice of Failure to Agree (or within 21 days of service of a Notice of Failure to Agree if a reference has been made under Clause 22.15), such matter or matters shall be referred to the Disputes Secretary (as defined in the Railway Industry Dispute Resolution Rules) who shall be asked to appoint a mediator within the next following 7 days from the list of persons who are suitably qualified and willing and able to act as mediators maintained in accordance with such Rules.

- 22.6 TTL and the ATOC Representative shall within 7 days of the appointment of a mediator meet the mediator in order to agree a programme for the exchange of any relevant information and the structure of the mediation.
- 22.7 Two representatives of each of TTL and the ATOC Representative (at least one of whom shall have decision-making authority in the matter or matters referred to mediation) shall attend any meeting with the mediator. No other person may attend such meetings without the mediator's agreement. Unless TTL, the ATOC Representative and the mediator agree otherwise, meetings with the mediator shall not continue later than 14 days after the appointment of the mediator.
- 22.8 TTL and the ATOC Representative shall explain their respective positions to the mediator who shall encourage agreement on the matter or matters contained in the relevant Notice of Failure to Agree. The mediator shall have no authority to impose a settlement on any parties to the mediation.
- 22.9 TTL shall bear its own costs and the Operators shall bear the costs of the ATOC Representative in preparing and submitting their cases to mediation unless the mediator considers that the mediation has been initiated or conducted frivolously or vexatiously by one party to it in which case the mediator shall have power to order such party to pay the fees of the mediator (including any applicable VAT) in full or such share as the mediator considers appropriate and to reimburse the other party in respect of its reasonable costs in connection with the mediation, such costs in default of agreement to be determined by the mediator. TTL and the Operators agree to be bound by any order of the mediator made under this Clause 22.9.
- 22.10 The mediator's proposals and advice, any views expressed or admissions made, the fact that a party has or has not indicated a willingness to accept a proposal for agreement and all documents produced or disclosed in the course of a mediation shall be treated as confidential and unless otherwise agreed in writing between TTL and the ATOC Representative such matters and documents shall only be used for the purposes of the mediation and shall be treated as without prejudice in any subsequent litigation or arbitration proceedings involving the parties to the mediation.

22.11 If, following mediation conducted pursuant to this Clause 22, TTL and the ATOC Representative are unable to reach agreement on the matter or matters contained in a Notice of Failure to Agree, the relevant provisions of this Agreement (including any provisions applying in default of agreement) shall continue to apply to such matter or matters which shall not be referred again to mediation unless and until the provisions of this Agreement so require.

Disputes

22.12 The provisions of Clauses 22.13 to 22.18 shall apply where a dispute arises between (1) TTL and (2) the ATOC Representative and/or the Operators in respect of the provisions of this Agreement.

22.13 For the purpose of Clauses 22.13 to 22.18 a dispute shall be deemed to arise when either TTL or the ATOC Representative serves on the other a notice in writing (a ***Notice of Dispute***) stating the nature of the dispute and indicating that such notice is served pursuant to this Clause 22.13.

22.14 During a period of 14 days from the date of service of a Notice of Dispute TTL and the ATOC Representative shall negotiate in good faith to settle the matter or matters referred to in such Notice of Dispute.

22.15 If:-

- (a) TTL and the ATOC Representative fail to settle any matter or matters referred to in a Notice of Dispute within 14 days of service of such notice; or
- (b) TTL and the ATOC Representative decide during the period of 14 days from service of a Notice of Dispute to refer the matter or matters contained in such notice to mediation

such matter or matters shall immediately be referred to a mediator appointed in accordance with Clause 22.5 and mediation shall be conducted under the provisions of Clauses 22.6 to 22.10.

22.16 If, following mediation conducted pursuant to this Clause 22, TTL and the ATOC Representative are unable to settle any matter or matters contained in a Notice of Dispute, such matter or matters shall immediately be referred to the arbitration of a person to be agreed upon by either TTL or the ATOC Representative serving on the other a written notice to concur in the appointment of an arbitrator (a ***Notice to Concur***).

22.17 If:-

- (a) TTL and the ATOC Representative fail to appoint an arbitrator within 14 days of either party serving on the other a Notice to Concur; or
- (b) an arbitrator declines the appointment or after appointment is removed by order of a competent court or is incapable of acting and TTL and the ATOC Representative do not within 14 days of the vacancy arising fill the vacancy,

the matter or matters in dispute shall be referred to the Disputes Secretary (as defined in the Railway Industry Dispute Resolution Rules) who shall be asked to appoint an arbitrator within the next following 7 days from the list of persons who are suitably qualified and willing and able to act as arbitrators maintained in accordance with such Rules.

22.18 The arbitrator shall conduct the arbitration in such manner as he considers most suitable for the fair resolution of the issues before him. He shall have the power at any time to make or amend the procedure to be followed by the parties in the arbitration. But unless he rules otherwise the following timetable and procedure shall apply:

- (a) within 14 days of the appointment of the arbitrator the claimant shall serve on the arbitrator and the other party a written statement of its case;
- (b) within 14 days of service by the claimant of the statement of its case the other party shall serve on the arbitrator and the claimant a written statement of its defence;
- (c) both statements shall attach copies of any documents referred to in them or upon which the party serving the statement wishes to rely. That party shall if required make the originals of such documents available for inspection by the arbitrator or the other party;
- (d) within 42 days of the appointment of the arbitrator each party shall serve upon the arbitrator and the other party:
 - (i) a signed statement of any factual witness, and
 - (ii) a signed report from any expert witness (not exceeding one per party for each discipline, with a maximum of two per party),

upon whose evidence it wishes to rely, together with any copies of documents referred to in them not already in the possession of the other party. That party shall if required make the originals of such documents available for inspection by the arbitrator or the other party;

- (e) within 35 days of the appointment of the arbitrator, the relevant parties shall agree with the arbitrator a hearing date and the estimated length of the hearing. The hearing date shall be no later than 56 days after the appointment of the arbitrator;
- (f) there shall be no automatic discovery of documents but each party shall be obliged to produce to the other and to the arbitrator any specific, identified documents which:
 - (i) either another party or the arbitrator requires it to produce;
 - (ii) are relevant to the issues in dispute; and
 - (iii) the party would not be entitled to refuse to disclose in an action in the High Court on the grounds of legal professional privilege.

A notice by one party requiring the other to produce documents must be served at least 21 days before the hearing date and must be complied with within seven days;

- (g) at least three working days before the hearing each party shall serve on the other and on the arbitrator its written submissions;
- (h) at the hearing:
 - (i) there shall be no oral opening submissions, but the arbitrator may ask the parties questions arising out of their written submissions or pleadings;
 - (ii) there shall be no examination-in-chief of factual or expert witnesses;
 - (iv) the parties may cross-examine witnesses on oath to the extent permitted by the arbitrator;
 - (v) the parties may make oral closing submissions, not exceeding twenty minutes each; and
 - (vi) the parties may be legally represented;
 - (vii) the arbitrator shall deliver to the parties a reasoned award within 14 days of the end of the hearing.

- 22.19 Immediately after his appointment, the arbitrator shall require each party to inform him of any amendments to the procedure or the time limits set out in Clause 22.18 which it considers appropriate (whether because more than two parties will be involved or otherwise). Each party shall promptly send any proposed amendments to the arbitrator and the other party. Before responding, the arbitrator may require the parties to meet him.
- 22.20 If any party fails to do any act, or to comply with any time limit, specified in this Clause 22 or by the arbitrator, the arbitrator may strike out its claim or defence or any part of either and make any appropriate award.
- 22.21 Whether or not the arbitration reaches the stage of a final award, the arbitrator may order any party to pay some or a specified proportion of any party's costs incurred in the arbitration, the arbitrator's fees (together with any applicable VAT) and any costs of his appointment.
- 22.22 Subject to the provisions of the Arbitration Act 1979 (and any amendment or re-enactment thereof), awards shall be final and binding on the parties.
- 22.23 The arbitrator may order any principal sum which he may order one party to pay to another to carry interest at such rate and over such period as he may determine.
- 22.24 All documents produced or disclosed in the course of an arbitration shall be treated as confidential and such documents shall only be used:
- (a) for the purposes of the arbitration;
 - (b) for enforcing the arbitration award; or
 - (c) in support of a plea of estoppel in any subsequent proceedings.

The parties to an arbitration shall not disclose to third parties (other than their professional advisers) any details of the arbitration or its result, except if required by law or for the purposes set out in sub-clauses (a) to (c) above.

IMPLEMENTATION OF AGREEMENT

23. Each of the Operators and TTL undertakes with the other to do all things within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement. Notwithstanding that any provision may prove to be unenforceable the remaining provisions shall continue in full force and this Agreement should be read as if the invalid provisions had to that extent been deleted therefrom and the validity of the remaining terms shall not be

affected thereby provided that if the intent of this Agreement is seriously affected by any such deletions TTL and the ATOC Representative shall seek to agree new terms to replace those deleted provisions so that the Agreement then reflects as nearly as possible the document before the deletions were made.

CONFIDENTIALITY

Confidentiality obligation

- 24.1 Each of the Operators and TTL undertakes with each other that it shall keep confidential any information which it acquires (whether before or after the date of this Agreement) relating to sales, revenues and prices of and arrangements made between the parties relating to, the tickets covered by this Agreement and information relating to the business, assets or affairs of each other, and shall not disclose to any third party any such information.
- 24.2 The confidentiality obligations contained in Clause 24.1 shall extend to information relating to the business, assets or affairs of any subsidiary of TTL participating in the arrangements covered by this Agreement, any TTL Third Party and the ATOC Representative.

Exceptions from confidentiality obligation

- 24.3 The obligation of confidentiality under Clause 24.1 shall not apply to the disclosure of information to the extent that such disclosure is:-
- (a) of publicly available information or information which becomes publicly available otherwise than as a result of a breach of this Clause 24;
 - (b) of information which is lawfully in the possession of the receiving party prior to its disclosure by the disclosing party;
 - (c) of information which is received in good faith by the receiving party from a third party and is not knowingly disclosed in breach of this Clause 24;
 - (d) required by any law (including any order of a court of competent jurisdiction) or the rules of any stock exchange or governmental or other regulatory authority, whether or not having the force of law (but, if not having the force of law, compliance with which is in accordance with the general practice of persons subject thereto);

- (e) by TTL to any subsidiary of TTL or TTL Third Party or by any TTL Third Party to its parent corporation or company or its concessionaire or to any person which such TTL Third Party considers has a bona fide interest in becoming its concessionaire;
- (f) required to ensure compliance with any statutory duties to which the disclosing party is subject under the Transport Act 1962, the Act of 1984, the Transport Act 1985 or the Act of 1993, as the case may be, or under any other relevant legislation;
- (g) to the Secretary of State for Transport (or the government department responsible for public transport in London for the time being), the Traffic Director for London, the Franchising Director, the Regulator or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and professional advisers;
- (h) to any person which the disclosing party considers has a bona fide interest in acquiring any subsidiary, holding company or subsidiary of a holding company, in each case of the disclosing party;
- (i) to RSP, its employees, agents or advisers (including any Systems Administrator or Funds Administrator) in fulfillment of any obligation or duty owed by TTT to RSP pursuant to the LRT/RSP Clearance Agreement or by any Operator to RSP pursuant to the Ticketing and Settlement Agreement;
- (j) to any person for the purpose of enabling such person to decide whether to become an Operator or a TTL Third Party provided that such person has agreed to be bound by the confidentiality obligations contained in Clause 24.1;
- (k) to the Inland Revenue, HM Customs and Excise or any other taxation authority; or
- (l) by TTL to any person with whom it is considering entering into a contract for the provision of revenue collection services, provided that TTL has procured that such person has entered into a separate confidentiality agreement requiring it to keep confidential any information relating to this Agreement.

AMENDMENTS

- 25.1. This Agreement may be amended only by an instrument in writing signed by TTL and the ATOC Representative (on behalf of the Operators). Amendments to any of the following clauses and schedules shall be of no effect until they have been approved by the Regulator:

4 (Through Tickets); 5 (Interavailability Arrangements); 7 (Cross-London Tickets); 8 (Agency Tickets and Retailing); 9 (Division of Receipts); 10 (Payment); 13 (Admission of Participants); 14 (Ceasing Participation); 15 (Extension and Reduction of Networks); 16 (Service Interruptions); 17 (Conditions of Carriage); 19 (Ticket Selling Commission); 21 (Freedom of Action); 22 (Mediation and Arbitration); 24 (Confidentiality); 25 (Amendments); 29 (Governing Law); Schedule 1 (Definitions); Schedule 2 (Fares and Ticket Changes).

ASSIGNMENT

- 26.1 No party may assign or transfer any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other parties (which shall not be unreasonably withheld or delayed).
- 26.2 The Parties acknowledge that LUL which at the date of this Agreement is a wholly owned subsidiary of LRT and a TTL Third Party, will during the currency of this Agreement become a wholly owned subsidiary of TTL. The Parties will negotiate in good faith any changes required to this Agreement to reflect the position of LUL as a TTL subsidiary.

WAIVER OF RIGHTS

27. No waiver by a party of a failure or failures by any other party to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any other or further failure whether of a like or different character.

NOTICES

Address of notices

- 28.1 Save as otherwise expressly provided in this Agreement any notice or other communication to be given under this Agreement shall either be delivered by hand or sent by first class post to the addresses set out below:

If to TTL:
Transport Trading Limited
Windsor House
42-50 Victoria Street
London SW1H 0TL

Addressed for the attention of: The Secretary.

If to the Operators (or any of them):

ATOC/LRT Scheme
3rd Floor
40 Bernard Street
London WC1N 1BY

Addressed for the attention of: The ATOC Representative.

Deemed service

- 28.2 All notices given in accordance with Clause 28.1 shall be deemed to have been served as follows:-

- (a) if delivered by hand, at the time of delivery; and
- (b) if posted, at the expiration of two Business Days after a day on which the envelope containing the same was delivered into the custody of the postal authorities,

PROVIDED that where, in the case of delivery by hand, such delivery occurs after 6 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the next following Business Day. References to time in this Clause are to local time in the country of the addressee.

Proof of service

- 28.3 In proving such service it shall be sufficient to prove that the envelope containing such notice was properly addressed and delivered either to the address shown thereon or into the custody of the postal authorities as a pre-paid first class letter.

GOVERNING LAW

29. This Agreement shall be governed by and construed in accordance with the laws of England.

COUNTERPARTS

30. This Agreement may be executed in one or more counterparts each signed by or on behalf of one of the parties and such counterparts shall together constitute one agreement.

COMPETITION ACT 1998

31. The Parties acknowledge the coming into force of the Competition Act 1998 and acknowledge that it is envisaged that this Agreement will be the subject of a Block Exemption pursuant to Section 8 of that Act. The Parties agree that in the event that any provision of the Competition Act 1998 applies to this Agreement notwithstanding any of the provisions of this Agreement (or any other agreement which, together with this Agreement, may form part of an agreement for the purposes of that Act) that the Parties:
- (1) will not give effect to any provision contained in this Agreement which infringes any provision of the Competition Act 1998 applicable to this Agreement; and
 - (2) shall negotiate in good faith any changes necessary to this Agreement and comply with any applicable provisions of the Competition Act 1998.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first before written.

SCHEDULE 1

Definitions

Act of 1993 shall mean the Railways Act 1993;

Agency Tickets shall mean:-

- (a) tickets issued as agent by TTL, its subsidiaries or TTL Third Parties which are valid for travel either for journeys solely on the Railway Services of an Operator or Operators or for journeys on the Railway Services of an Operator or Operators and on Underground Services on Interavailable Routes; and
- (b) tickets issued as agent by an Operator which are valid for travel either for journeys on Underground Services or for journeys on Underground Services and on Railway Services of an Operator or Operators on Interavailable Routes excluding tickets which are valid for journeys entirely over an Interavailable Route and Through Tickets;

ATOC shall mean the Association of Train Operating Companies;

ATOC Representative shall mean the person designated as such for the purposes of this Agreement pursuant to the rules of the ATOC/LRT Scheme;

ATOC/LRT Scheme shall mean the ATOC scheme subsisting from time to time in which each Operator is required to participate in order to provide the facilities covered by this Agreement;

ATOC/LRT Scheme Council shall mean the council established under the constitution of ATOC to implement the ATOC/LRT Scheme;

Board shall mean the British Railways Board;

Business Day shall mean any day other than Saturday or Sunday on which banks are open for business in London;

Conditions of Carriage shall mean the conditions of carriage issued from time to time by TTL in respect of the rights and obligations of passengers and TTL (or its subsidiaries); by an TTL Third Party in respect of the rights and obligations of passengers and such TTL Third Party; and by any Operator (together with the National Conditions of Carriage) in respect of the rights and obligations of passengers and such Operator;

Cross-London Tickets shall mean single or return tickets of any type (excluding tickets bearing the routeing "DLR not London") issued by an Operator for a journey

which may involve interchange between any two of the stations listed below and which begins and ends on Railway Services:

Aldgate	Lewisham
Amersham	Limehouse
Baker Street	Liverpool Street
Balham	London Bridge
Bank	Marylebone
Barking	Moorgate
Blackfriars	Old Street
Blackhorse Road	Paddington
Canning Town	Queen's Park
Cannon Street	Richmond
Charing Cross	Seven Sisters
Ealing Broadway	Southwark
Edgware Road	Stratford
Elephant & Castle	Tottenham Hale
Embankment	Tower Hill
Euston	Upminster
Euston Square	Vauxhall
Farringdon	Victoria
Finsbury Park	Walthamstow Central
Greenwich	Waterloo
Highbury & Islington	West Brompton
Kensington Olympia	West Hampstead
Kentish Town	West Ham
King's Cross/St Pancras	Wimbledon

Customer Charter shall mean the charter pursuant to which LUL makes refunds or discounts where the punctuality and reliability of LUL's services fails to meet specified standards;

Discount Cards shall have the meaning given in the LRT/RSP Clearance Agreement;

Effective Date shall mean the date upon which all of the conditions contained in Clause 2.3 have been satisfied or such other date as is agreed in writing between the parties;

Event of Default shall, in respect of a person, mean that such person:

- (a) being an Operator or TTL, is in material breach of this Agreement and such breach is incapable of remedy or is not remedied within 7 days of such party being requested in writing to remedy such breach;
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied or enforced against all or substantially all its assets where either (i) the secured party maintains possession of the assets for at least 30 days or (ii) the legal process is not dismissed, discharged, stayed or restrained within 30 days;
- (e) seeks or becomes subject to the appointment of an administrator, provisional liquidator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (f) institutes or has instituted against it insolvency proceedings or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and:
 - (j) it results in the making of an order for the winding-up or liquidation of such party; or
 - (ii) it is not dismissed, discharged, stayed or restrained within 30 days of the institution of the proceeding or the presentation of the petition;
- (g) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation, merger or other reorganisation);
- (h) causes or is subject to any event which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events referred to in paragraphs (b) to (g) above;
- (i) being an Operator, receives notice from the Regulator that the passenger licence granted to it under the Act of 1993 has been or is to be terminated or suspended, or it surrenders such licence or gives notice to the Regulator of its intention to do so;
- (j) being an Operator, is in material breach of the Ticketing and Settlement Agreement; or

(k) being TTL or RSP, is in material breach of the LRT/RSP Clearance Agreement.

Excess Fare shall mean the amount paid (exclusive of VAT) by a passenger in respect of travel on Railway Services or Underground Services for which a valid ticket is not held, not being a Penalty Fare;

Executive Ticket shall mean a ticket issued by an Operator to a passenger under the name of an "executive ticket" entitling such passenger to benefits which include a First Class Fare (as defined in the Ticketing and Settlement Agreement) and a ticket for a journey on Underground Services within Zone 1;

Express Coach Services shall mean limited stop road services as shown in publications issued by TTL from time to time;

Franchising Director shall mean the Franchising Director appointed pursuant to the Act of 1993;

Holding company shall have the meaning ascribed thereto by Section 736 of the Companies Act 1985 (as amended from time to time);

Interavailable Routes shall mean those routes on which Railway Services and Underground Services operate in parallel as set out in Schedule 3;

London Underground shall mean the rail services provided by LUL;

LRT shall mean London Regional Transport;

LRT/RSP Clearance Agreement shall mean an agreement between LRT and RSP relating to the clearance and settlement of sums through RSP;

LT Card shall mean one-day tickets issued by TTL valid for travel on:

- (a) TTL Bus Services, Tramtrack Croydon Limited and London Underground Limited (other than between Queen's Park and Harrow and Wealdstone) on a Zonal basis as defined on the tickets; and
- (b) Railway Services operating on the routes indicated in Clause 6.1;

LUL shall mean London Underground Limited ;

National Condition of Carriage shall have the meaning given in the Ticketing and Settlement Agreement;

Operator shall mean any person which is for the time being a member of the ATOC/LRT Scheme and a party to this Agreement (whether by being an original signatory or by executing a deed of adherence in the manner set out in this Agreement);

Ordinary Through Tickets shall mean Through Tickets valid for one single journey or one return journey;

Passengers Charter shall mean the charter pursuant to which Operators make refunds or discounts where punctuality and reliability of Railway Services fail to meet specified standards;

Penalty Fares shall, in respect of Underground Services operated by LRT or any of its subsidiaries, be interpreted in accordance with the Act of 1984; in respect of Underground Services operated by a TTL Third Party, be interpreted in accordance with any relevant statute or statutory instrument; and, in respect of Railway Services, have the meaning given in the Ticketing and Settlement Agreement (as amended from time to time);

Permit to Travel shall mean a document (other than a Travelcard, ticket or Voucher) issued by a machine operated by an Operator which evidences that the holder of the document has paid the sum of money stated on it to enable a journey to be made on services on which tickets governed by this Agreement are valid for travel;

Point-to-Point Tickets shall mean tickets issued for journeys from a station of origin to a destination station both of which are indicated on the face of the ticket;

Railway Industry Dispute Resolution Rules shall have the meaning given in the Ticketing and Settlement Agreement;

Railway Services shall mean the passenger rail services provided by the Operators or any of them;

Regulator shall mean the Rail Regulator appointed pursuant to the Act of 1993;

RSP shall mean Rail Settlement Plan Limited;

Stationlink Bus Service shall mean the bus service identified as such operating, on behalf of Transport Trading Limited, between principal stations in Central London served by Railway Services;

Subsidiary shall have the meaning ascribed thereto by Section 736 of the Companies Act 1985 (as amended from time to time);

Thameslink Service shall mean the Railway Services provided across London between Kentish Town and King's Cross Thameslink, Elephant and Castle and London Bridge;

Through Journey shall mean a journey for which Through Tickets may be used;

Through Season Tickets shall mean Through Tickets valid for an unlimited number of journeys between the points defined and for the period defined on the tickets;

Through Ticketing (Non-Travelcard) Agreement 1995 shall mean the Agreement so entitled and dated 15 October 1995 between LRT and the Operators;

Through Tickets shall mean tickets (other than Travelcards and Cross-London Tickets) issued for journeys that require the passenger to travel on both Underground Services and Railway Services and for which re-booking is not required at the point of interchange;

Ticketing and Settlement Agreement shall mean the agreement governing arrangements between the Operators for the operation of Railway Services and the apportionment and settlement between them of revenue from such operation, signed by the Operators and RSP;

TfL shall mean Transport *for* London;

Transport for London shall mean a statutory corporation deriving its authority from the Greater London Authority Act 1999;

Travelcard Agreement shall mean the agreement between the parties to this Agreement governing the arrangements for providing and honouring Travelcards;

Travelcards shall mean tickets (available on their own or as an additional element to other tickets issued for services not covered by this Agreement or the Travelcard Agreement) valid for travel on the following services in accordance with the Zonal availability appearing on the tickets:

- (a) regular scheduled Railway Services and regular scheduled Underground Services within the Zones;
- (b) regular scheduled TTL Bus Services within the Zones;
- (c) services within the Zones provided by persons under contract to TTL or authorised by TTL to issue Travelcards (including TTL Third Parties); and
- (d) Express Coach Services;

TTL shall mean Transport Trading Limited a wholly owned subsidiary of TfL;

TTL Bus Services shall mean the bus services provided under contract to TTL on which Travelcards may be used excluding Express Coach Services, excursions, sight-seeing tours and other special and other bus services shown on the fare tables and other publications issued by TTL from time to time as not available to holders of Travelcards;

TTL-controlled Outlets shall mean all points of sale for tickets governed by this Agreement which are from time to time operated by, or under the control of, or under contract to, TTL, any of its subsidiaries or any TTL Third Party;

TTL Services shall mean London Underground and Bus Services;

TTL Third Party shall mean any operator of public passenger transport services within the Zones (other than an Operator and Tramtrack Croydon Limited) under contract to, or authorised by TTL to, issue and accept any of the tickets governed by this Agreement for use on such services (it being acknowledged that at the date of this Agreement that London Underground Limited and Docklands Light Railway Limited are TTL Third Parties);

Underground Services shall mean rail services provided by TTL, its subsidiaries and TTL Third Parties;

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 UK from time to time;

Voucher shall mean a document which evidences the holder's entitlement to a specified sum of money either as compensation for a claim made under the Passengers Charter, the Customer Charter or Conditions of Carriage or as a result of meeting the relevant conditions of a promotional arrangement which has been agreed between TTL and an Operator or the ATOC Representative on behalf of Operators;

Warrant shall mean a document (other than a Permit to Travel or Voucher) which entitles the holder to purchase a ticket governed by this Agreement in exchange for the surrender of the document and which is issued in accordance with a Warrant Agreement (as defined in the Ticketing and Settlement Agreement);

Zone shall mean one of those areas into which the London area is notionally divided for the purpose of the pricing and validity of Travelcards as agreed from time to time between TTL and the ATOC Representative and **Zonal** shall be construed accordingly.

SCHEDULE 2

Fares and Ticket Changes: Cost of Equipment Modifications

INTRODUCTION

1. This Schedule sets out the arrangements for the allocation of costs incurred as a result of changes having an impact on tickets (other than Travelcards) and ticket equipment where such changes are imposed by TTL on the Operators or by the Operators on TTL. References in this Schedule to costs incurred by the Operators are to the aggregate costs (including any VAT in respect of such costs for which no credit is available under the provisions of the Value Added Tax Act 1994) incurred by all Operators at the relevant time and references to costs incurred by TTL include any costs incurred by its subsidiaries and TTL Third Parties.

BASIS OF AGREEMENT

- 2.1 Four basic categories of change are identified, and the arrangements that apply to each are:

- (a) **Minor "Housekeeping" changes not exceeding £5,000 for an individual item or £20,000 in aggregate**

For minor changes (for example to fares at a small number of stations, ticket logic modifications or station name changes) where, for TTL or the Operators, the cost does not exceed £5,000, TTL and the Operators shall meet their own costs, up to a maximum outlay of £20,000 in any financial year, regardless of who initiates the change.

- (b) **Minor "Housekeeping" changes exceeding £5,000 for an individual item or £20,000 in aggregate**

In cases where, for TTL or the Operators, the costs for individual items exceed £5,000, or where the aggregate cost of individual items under £5,000 exceeds £20,000 in a financial year (up to a maximum of £250,000), then the costs involved shall be met by the party initiating the changes. If, for TTL or the Operators, the aggregate costs exceed £250,000 in any one year, allocation of costs will be subject to separate negotiation between TTL and the ATOC Representative.

(c) Joint initiatives

In the case of joint initiatives (including the introduction of new joint tickets, and the implementation of a straightforward increase in fares on a common date) involving changes of benefit to TTL and the Operators, TTL and the Operators shall meet their own respective costs, irrespective of the amount involved. If TTL or the Operators wish to make a change to their respective ticketing systems associated with a fares change, or to increase fares relating solely to their own services, the effect of which requires TTL or the Operator (as the case may be) to incur costs in maintaining joint arrangements, then the party initiating the changes shall bear all the associated costs of the changes incurred by the other party or parties.

(c) Major initiatives with costs in excess of £250,000

Allocation of costs in respect of major initiatives for TTL or the Operators with costs in excess of £250,000 shall be agreed in advance between TTL and the ATOC Representative.

- 2.2 (a) Where, in accordance with the terms of this Agreement, one party is required to meet costs incurred by another party, the party undertaking the work shall provide to the other sufficient details relating to the nature and extent of the work to be done in order that the party meeting the costs shall be satisfied that the work is necessary and that the costs are reasonable.
- (b) When one party initiates changes for its own reasons but where those changes confer some benefit on another party, for example in reduction of fraud, the costs to be borne by the party initiating the changes shall be the subject of negotiation between TTL and the ATOC Representative and shall be calculated to reflect the benefits accruing to the other party.

SCHEDULE 3

Interavailable Routes

This schedule lists the Interavailable Routes and details the provisions governing the apportionment of revenue for sales of tickets issued for journeys which (in whole or in part) traverse Interavailable Routes. The schedule also lists the ticket types accepted under this Agreement on each individual Interavailable Route.

1. INTERAVAILABLE ROUTES

1.1 The Schedule sets out provisions in respect of the following Interavailable Routes:

1. Amersham – Marylebone/Baker Street
2. Stratford – Liverpool Street
3. Upminster – Fenchurch Street/Tower Hill/Tower Gateway
4. Richmond – Gunnersbury
5. Harrow & Wealdstone – Queens Park
6. Stratford - Custom House
7. Finsbury Park – Kings Cross/Moorgate
8. Walthamstow/Tottenham Hale/Seven Sisters - London Zone 1
9. Kentish Town – Moorgate/London Bridge/Elephant & Castle
10. West Ruislip – South Ruislip

Determination of fare setting for journeys over Interavailable Routes

1.2 Fares for journeys entirely on Interavailable Routes shall be determined as below:

Interavailable Route	Fares determined by
Harrow & Wealdstone – Queens Park (and intermediately)	Relevant Operator
All other Interavailable Routes described in this Schedule	T/L

2. APPORTIONMENT OF REVENUE

2.1 Revenue for the sales of tickets for journeys in whole or part over Interavailable Routes shall be apportioned in accordance with the arrangements for each Interavailable Route as indicated in the tables below.

- 2.2 The basic principles which have been applied in developing the apportionment arrangements are described below. These principles shall also be used as a basis by both parties in developing apportionment arrangements for new Interavailable Routes from time to time.

Principles

- 2.2 Revenue from sales of Through Tickets and tickets for journeys over Interavailable Routes shall be due to TTL and/or the Operator(s) according to which party operates the train service used by the ticket holder.
- 2.3 Except as expressly provided in this Schedule, TTL shall be due the full fare for the component of the journey made on Underground Services, based on a reasonable assessment of likely interchange point between Railway Services and Underground Services.
- 2.5 Unless agreed otherwise (and set out in this Schedule), arrangements for apportionment of revenue in each case shall be governed by the following underlying principles:
- (a) Revenue from sales of Through Tickets which include (in whole or part) travel over an Interavailable Route shall be shared between TTL and the relevant Operator(s) in proportion to the full adult single fare for each of the component elements of the journey, based on an agreed point of interchange between Railway Services and Underground Services
 - (b) Where for any particular journey the passenger has a choice of interchange points, the ATOC Representative and TTL shall agree which interchange is to be used for the purposes of apportioning revenue. Such agreement shall, as far as practicable, reflect the actual proportion of passengers using different interchanges for a given journey.

Application

- 2.6 The principles of paragraphs 2.3 to 2.5 above shall be applied such that:

- (i) the total revenue due to operators of Railway Services is X
- (ii) the total revenue due to TTL is Y

where, for each combination i of origin, destination and interchange point (recognising that a journey wholly on either Underground or Railway Services will have no interchange point):

$$X = \sum a_i \cdot f_i \cdot f_{xi} / (f_{xi} + f_{yi}) \quad Y = \sum a_i \cdot f_i \cdot f_{yi} / (f_{xi} + f_{yi})$$

where a_i = estimated number of journeys for combination i

f_i = adult single fare for journey

f_{xi} = adult single fare for journey (or component of journey) made on Railway Services

f_{yi} = adult single fare for journey (or component of journey) made on Underground Services

2.7 Payments from the Operator selling Through Tickets, or tickets for journeys on Interavailable Routes, shall generally be on one of the following bases:

(a) an annual sum (the payment in each Payment Period being calculated by reference to the number of days in the Payment Period and the number of days in the Financial Year)

(b) a payment, fixed amount or percentage, per ticket sold

such that each Operator and TTL receives its share of revenue according to the principles in Paragraphs 2.3 to 2.5.

2.8 The payments in respect of each Interavailable Route (including the basis or derivation of such payments) shall be detailed in the Operating Schedule.

Reviews

2.9 The provisions for apportionment of revenue from sale of tickets issued for journeys over Interavailable Routes contained in this Schedule 3 shall be reviewed by TTL and the ATOC Representative (taking into account the principles described above) at the request of either TTL or the ATOC Representative, provided that:

(a) as far as practicable, existing data shall be used for such review;

(b) no such request may be made within 12 months of any previous review (excluding previous reviews relating to any change of fares - see 2.10 below); and

(c) unless agreed otherwise, the party requesting a review shall bear the costs of such review

2.10 Unless TTL and the ATOC Representative agree otherwise, the provisions in the Operating Schedule shall be revised in advance of any change of fares on Underground Services or Railway Services by updating fare values within the given calculations. Should either party request any other details within the

Operating Schedule to be reviewed in consequence of a change in fares, the conditions of Paragraph 2.9 above shall apply.

- 2.11 If TTL and the ATOC Representative fail to agree changes in payment amounts or percentages arising from such reviews or revisions, the matter shall be referred to mediation in accordance with clause 21 of this Agreement.

3. DEFINITION

- 3.1 In this Schedule 3 and Schedule 3a (Operating Schedule) only, ***LUL*** shall mean London Underground Limited or Docklands Light Railway Limited

1. AMERSHAM – MARYLEBONE/BAKER STREET

Interavailability

Ticket type:	Valid for travel:	Available:
Single, return and season tickets and LT Cards	Between Amersham and Harrow-on-the-Hill and intermediately	By London Underground and Railway Services
Single and return tickets and LT Cards	Between Harrow-on-the-Hill and Zone 1 stations or beyond	By London Underground via Baker Street and Railway Services via Marylebone
Single, return and season tickets [to “London Terminals”]	Between Harrow-on-the-Hill and Baker Street or Marylebone	By Railway Services to Marylebone and London Underground to Baker Street (but not to intermediate London Underground Stations)

Freedom Passes: Valid throughout from Amersham to Baker Street and Marylebone (Elderly and Disabled Persons’ Freedom Passes not valid between first train and 08.59 Monday to Friday).

Revenue apportionment arrangements

1.1 LUL station bookings

1.1.1 To destinations north of Amersham

From Marylebone, Harrow-on-the-Hill, Rickmansworth, Chorleywood, Chalfont & Latimer or Amersham, all revenue due to RSP.

From other LUL stations, TTL shall retain the fare from the origin to the assumed interchange point, as set out below. The remainder of the fare paid shall be due to RSP.

Origin LUL station	Assumed interchange point
Acton Town to Heathrow T123/Heathrow T4 (inclusive), Acton Town to Uxbridge (incl.), St Johns Wood to Stanmore (incl.), West Harrow, Northwick Park, Preston Road, Chiswick Park ¹ , Turnham Green ¹ , Stamford Brook ² , Ravenscourt Park ²	Harrow-on-the-Hill
North Harrow to Watford (inclusive)	Rickmansworth
Chesham	Chalfont and Latimer.
Any other LUL station not listed above	Marylebone

¹ TTL to retain Z345 fare, ² TTL to retain Z2345 fare

1.1.2 To any other LUL station

TTL shall pay RSP an amount as set out in clause 1.1 of the Operating Schedule in accordance with the LRT/RSP Clearance Agreement in respect of interavailability of such tickets on Railway Services.

1.2 Operator station bookings at Aylesbury – Great Missenden (inclusive), for journeys via Amersham. Also Operator station bookings at Marylebone

To Amersham, Chalfont & Latimer, Chorleywood, Rickmansworth, Harrow-on-the-Hill, London Marylebone or “London Terminals”, all revenue due to RSP.

To other LUL stations, TTL shall be due is due the appropriate fare from the assumed interchange point to the destination, as set out below. The remainder of the fare paid shall be due to RSP.

Destination LUL Station	Assumed Interchange point
Chesham Und	Chalfont & Latimer.
Croxley Und, Watford Und	Rickmansworth.
Other LUL Station	Harrow-on-the Hill or Marylebone ³

³ Tickets for journeys with Harrow-on-the-Hill interchange shall be issued to “Ux5x LONDON rte HARROW ON HILL”, where x5x denotes zones from Harrow-on-the-Hill to destination; tickets for journeys with Marylebone interchange shall be issued to “U1yy LONDON”, where 1yy denotes zones from Marylebone to destination.

2. STRATFORD – LIVERPOOL STREET

Interavailability

Ticket type:	Valid for travel:	Available:
Single, return and season tickets and LT Cards	Between Stratford and Liverpool Street	By London Underground ¹ and Railway Services

¹ Tickets should not be issued to U1 LONDON or U12 LONDON (see 2.2 below) but any such tickets issued in error are available by Central Line or Jubilee Line to Zone 1.

Freedom Passes: Valid throughout from Stratford to Liverpool Street (Elderly and Disabled Persons’ Freedom Passes not valid between first train and 08.59 Monday to Friday).

Revenue apportionment arrangements

2.1 LUL station bookings

Origin LUL station	Destination stations	Apportionment
Liverpool Street	Maryland– Chelmsford/ Southminster/Southend Victoria (incl.)	All revenue due to RSP
West Ruislip - Bethnal Green (incl.), West Acton, Epping - Leyton (incl.), Roding Valley - Wanstead (incl.), Upminster - Whitechapel (incl.), Shoreditch - Surrey Quays (incl.) Southwark - West Ham (include.) DLR stations	Maryland– Chelmsford/ Southminster/Southend Victoria (incl.)	TTL shall retain the fare to Stratford, the remainder being due to RSP.
Other LUL stations	Maryland– Chelmsford/ Southminster/Southend Victoria (incl.)	TTL shall retain the fare to Liverpool Street, the remainder being due to RSP.
All LUL stations except ² West Ham Canning Town	Stratford	All revenue due to TTL

² See under separate Interavailable Route Stratford - Custom House
table continued....

Origin LUL station	Destination stations	Apportionment
Stratford	All LUL stations	TTL shall pay RSP an amount ³ as set out in clause 5.1 of the Operating Schedule in accordance with the LRT/RSP Clearance Agreement.

³ Such amount shall represent the value of the use of tickets (from both the LUL and Operator booking offices at Stratford - see below) on Railway services between Stratford and Liverpool Street

2.2 Operator station bookings

2.2.1 At Stratford:

Destination	Apportionment
West Ham, Canning Town, Custom House	See under separate Interavailable Route Stratford - Custom House
Finsbury Park ⁴ , Highbury & Islington ⁴ , Seven Sisters ⁵ , Tottenham Hale ⁶ , Walthamstow Central ⁶ , Bethnal Green ⁶	All revenue retained by RSP
Other LUL stations ⁷	All revenue due to TTL ⁸

⁴ Tickets shall bear the stated destination and the routing "Hackney Wick"

⁵ Tickets shall bear the stated destination and the routing "Hackney Downs"

⁶ Tickets shall bear the stated destination and the routing "Any Permitted"

⁷ Includes tickets bearing the destination "Aldgate East"

⁸ The payment referred to above in respect of LUL bookings from Stratford (set out in Clause 5.1 of the Operating Schedule) also represents the value of the use of these Operator-issued tickets on Railway Services between Stratford and Liverpool Street. The Operators agree to take all reasonable measures to ensure that tickets are not issued to "U1 LONDON" or "U12 LONDON". "U123 LONDON" shall be the minimum zonal combination for bookings to, or via, Zone 1.

2.2.2 At stations between Chelmsford/Southend Victoria/Southminster – Maryland (inclusive)

RSP shall settle to TTL as described below:

Destination	Apportionment
Zone 1 LUL stations (or stations beyond Zone 1 in Zones 2 or 3)	RSP shall pay TTL the specific amounts for each ticket sold as set out in clause 5.2 of the Operating Schedule ⁹
Other LUL Stations and Custom House ¹⁰	TTL shall be due the fare, in accordance with the LUL farescale, from Stratford to the destination station (representing assumed interchange at Stratford)

⁹The Operators agree to take all reasonable measures to ensure that tickets are not issued to "U1 LONDON" or "U12 LONDON". The stated payments therefore apply only to tickets with destination "U123 LONDON", which shall be the minimum zonal combination for bookings to, or via, Zone 1.

¹⁰ Passengers wishing to Travel to West Ham, Canning Town or Custom House shall be issued with tickets bearing the destination "U3 LONDON" (see under separate Interavailable Route Stratford - Custom House)

3. UPMINSTER – FENCHURCH STREET/TOWER HILL/TOWER GATEWAY

Interavailability

Ticket type:	Valid for travel:	Available:
Single, return and season tickets	Between Barking and “London Terminals”	By London Underground to Tower Hill or Tower Gateway (only) and Railway Services to Fenchurch Street
Single, return and season tickets	Between Barking and West Ham	By London Underground and Railway Services
Single, return and season tickets	Between Upminster and Barking	By London Underground and Railway Services
Single, return and season tickets	Between Limehouse and Fenchurch St or Tower Gateway	By London Underground to Tower Gateway and Railway Services to Fenchurch Street
Single and return tickets	Between West Ham and LUL stations in Zone 1 and beyond	By London Underground directly via Mile End, or by Railway Services and London Underground either via Fenchurch Street/ Tower Hill/Aldgate ¹ or via Limehouse

¹ the relevant Operator agrees that passengers wishing to travel from Operator Stations east of Barking to destinations in Zone 1, or to destinations beyond zone 1 in Zones 2-6, will be issued with tickets bearing the route “Any Permitted” and the destination “U1256 LONDN”; passengers wishing to travel from Barking to destinations in Zone 1 or beyond will be issued with tickets bearing the route “Any Permitted” and the destination “U1234 LONDN” (or U1245 LONDN or U1256 LONDN for travel via zone 1 to destinations in zones 5 or 6).

Freedom Passes: Valid throughout by London Underground or Railway Services from Upminster to Fenchurch Street/Tower Hill/Tower Gateway (Elderly and Disabled Persons’ Freedom Passes not valid between first train and 08.59 Monday to Friday).

LT Cards: Valid throughout by London Underground or Railway Services from Upminster to Fenchurch Street/Tower Hill/Tower Gateway.

Revenue apportionment arrangements

3.1 LUL Station Bookings

Origin LUL station	Destination stations	Apportionment
Any LUL Station	Barking and Upminster and LUL stations West Ham-Upminster Bridge,	All revenue retained by TTL ²
LUL stations West Ham-Upminster Bridge	Any LUL Station	All revenue retained by TTL ²
West Ham	West Horndon-Shoeburyness (incl.), Grays-Stanford-le-Hope (incl.), Ockenden, Chafford Hundred, Dagenham Dock, Rainham, Purfleet	All revenue due to RSP

² Except as provided elsewhere in this Agreement
table continued....

Origin LUL station	Destination stations	Apportionment
West Ham	Limehouse, Fenchurch Street	All revenue retained by TTL
Upney-Upminster Bridge (inclusive)	West Horndon-Shoeburyness (incl.), Grays-Stanford-le-Hope (incl.), Ockenden, Chafford Hundred	Interchange shall be assumed to take place at Upminster ³
	Dagenham Dock, Rainham, Purfleet	Interchange shall be assumed to take place at Barking ³
Tower Gateway, Bank(DLR), Shadwell, Limehouse, Westferry	West Horndon-Shoeburyness (incl.), Grays-Stanford-le-Hope (incl.), Ockenden, Chafford Hundred, Dagenham Dock, Rainham, Purfleet	Interchange shall be assumed to take place at Limehouse ³
Tower Hill-Bromley-by-Bow (incl.), Bethnal Green-Epping (inclusive and including Hainault Loop), Shoreditch-Surrey Quays (incl.), Southwark-Canning Town (include.), other DLR stations	West Horndon-Shoeburyness (incl.), Grays-Stanford-le-Hope (incl.), Ockenden, Chafford Hundred, Dagenham Dock, Rainham, Purfleet	Interchange shall be assumed to take place at West Ham ³
Plaistow-East Ham (inclusive)	West Horndon-Shoeburyness (incl.), Grays-Stanford-le-Hope (incl.), Ockenden, Chafford Hundred, Dagenham Dock, Rainham, Purfleet	Interchange shall be assumed to take place at Barking ³
Any other LU station	West Horndon-Shoeburyness (incl.), Grays-Stanford-le-Hope (incl.), Ockenden, Chafford Hundred, Dagenham Dock, Rainham, Purfleet	Interchange shall be assumed to take place at Tower Hill (for Fenchurch Street) ³

³ TTL is due the fare, in accordance with the LUL farescale, from the origin station to the stated interchange point.

3.2 Operator station bookings

Revenue shall be apportioned as set out below.

Origin Station	Destination Station	Apportionment
Upminster, Barking	“London Fenchurch St”, “London Terminals”, West Ham	All revenue retained by RSP
Upminster	“U1256 LONDN”, also Metropolitan Line stations outside zones 1-6	RSP shall pay TTL specific amounts for each ticket sold as set out in clause 6.1 of the Operating Schedule

table continued....

Origin Station	Destination Station	Apportionment
Barking	“U1234 LONDON”, “U1245 LONDON”, “U1256 LONDON”, also Metropolitan Line stations outside zones 1-6	RSP shall pay TTL specific amounts for each ticket sold as set out in clause 6.2 of the Operating Schedule
Upminster, Barking	Any other LUL station or zonal combination (including Stratford, and Canning Town). Also Custom House ^{4,5}	All revenue due to TTL
Fenchurch Street	“U1256 LONDON”, “U1234 LONDON”	RSP shall pay TTL specific amounts for each ticket sold as set out in clause 6.3 of the Operating Schedule
Limehouse	“U2356 LONDON”, “U234 LONDON”	
Fenchurch Street	“U123 LONDON” ⁶	All revenue due to TTL
Limehouse	“U23 LONDON” ⁶	
Stratford, Custom House	Plaistow- Upminster (inclusive), Dagenham Dock, Rainham, Limehouse, Fenchurch Street	All revenue due to TTL ⁷
Stratford, Custom House	West Horndon-Shoeburyness (incl.), Grays-Stanford-le-Hope (incl.), Ockenden, Chafford Hundred	All revenue retained by the RSP
West Horndon-Shoeburyness (incl.), Grays-Stanford-le-Hope (incl.), Ockenden, Chafford Hundred, Dagenham Dock, Rainham, Purfleet	“U1256 LONDON”, also Metropolitan Line stations outside zones 1-6	RSP shall pay TTL specific amounts for each ticket sold as set out in clause 6.4 of the Operating Schedule
West Horndon-Shoeburyness (incl.), Grays-Stanford-le-Hope (incl.), Ockenden, Chafford Hundred, Dagenham Dock, Rainham, Purfleet	Upminster Bridge-Upney (inclusive).	TTL is due the fare, in accordance with the LUL farescale, from Barking or Upminster ⁸ to the destination station
West Horndon-Shoeburyness (incl.), Grays-Stanford-le-Hope (incl.), Ockenden, Chafford Hundred, Dagenham Dock, Rainham, Purfleet	Any other LUL station or zonal combination (including Stratford, and Canning Town). Also Custom House ^{4,5}	TTL is due the fare, in accordance with the LUL farescale, from Barking to the destination station

⁴See note 1 above

⁵The relevant Operator agrees that passengers wishing to travel to Stratford, Canning Town or Custom House will be issued with tickets bearing the destination “U34 LONDON”

⁶The relevant Operator agrees that passengers wishing to travel to Stratford, West Ham, Canning Town or Custom House will be issued with tickets bearing this destination

⁷Tickets shall bear the destination “Ux3y LONDON”, where x3y denotes zones from Stratford/Custom House to destination station.

⁸Tickets permitting interchange at Upminster shall bear the destination “Uxx6 LONDON”, where xx6 denotes zones from Upminster to the destination station; tickets permitting interchange at Barking

shall bear the destination “U4yy LONDN”, where 4yy denotes zones from Barking to the destination station

4. RICHMOND - GUNNERSBURY

Interavailability

Ticket type:	Valid for travel:	Available:
Single, return and season tickets and LT Cards	Between Richmond and Gunnersbury	By London Underground and Railway Services

Freedom Passes: Valid throughout from Richmond to Gunnersbury (Elderly and Disabled Persons’ Freedom Passes not valid between first train and 08.59 Monday to Friday).

Revenue apportionment arrangements

4.1 LUL station bookings

Revenue shall be apportioned as set out below.

Destination	Apportionment
Richmond, Kew Gardens, Gunnersbury	All revenue retained by TTL
Operator stations beyond Richmond (ticket routed “Kew Gardens”) ¹	TTL shall retain the fare to Richmond, the remainder of the fare paid being due to RSP
Operator stations beyond Richmond (ticket routed “London Terminals”) ²	TTL shall retain the fare to Zone 1, the remainder of the fare paid being due to RSP
Operator stations beyond Richmond (ticket routed “Wimbledon”) ³	TTL shall retain the fare to Wimbledon, the remainder of the fare paid being due to RSP

¹ tickets bear the words “Kew Gardens” after the destination

² tickets bear the words “London Terminals” after the destination

³ applies only to issues from Wimbledon Park - tickets bear the word “Wimbledon” after the destination

4.2 Operator station bookings

Revenue shall be apportioned as set out below.

Origin Operator station	Destination	Apportionment
Richmond, Kew Gardens, Gunnersbury	Richmond, Kew Gardens, Gunnersbury	Revenue shall be allocated to reflect relative weight of the train service, as set out in clause 2.4 of the Operating Schedule
Richmond, Kew Gardens, Gunnersbury	Any LUL station or Zonal combination	All revenue shall be due to TTL
Kew Gardens, Gunnersbury	Any Operator station via Richmond	Fare to Richmond due to TTL
Any except Richmond, Kew Gardens or Gunnersbury	Richmond, Kew Gardens, Gunnersbury	All revenue shall be retained by RSP

table continued....

Origin Operator station	Destination	Apportionment
Any	Any LUL station via Richmond ⁴	TTL shall be due the fare in accordance with the LUL farescale from Richmond to the destination, with the remainder of the fare paid due to RSP (representing assumed interchange at Richmond)
Any	Any Operator station via Gunnersbury	All revenue shall be retained by RSP

⁴ tickets issued to U1234 LONDN route “GUNNERSBURY” etc.

5. HARROW & WEALDSTONE – QUEENS PARK/EUSTON

Interavailability

Ticket type:	Valid for travel:	Available:
Single and return tickets ¹	Between Queen’s Park and Zone 1 stations and beyond	By London Underground Services via Warwick Avenue and Railway Services via Euston
Single, return and season tickets	Harrow & Wealdstone to Queens Park and intermediately	By London Underground and Railway Services

¹ Tickets issued to “London Terminals” or “London Euston” valid by Railway Services only between Queen’s Park and Euston.

Freedom Passes: Valid throughout from Harrow & Wealdstone to Queens Park (Elderly and Disabled Persons’ Freedom Passes not valid between first train and 09.29 Monday to Friday).

LT Cards: Not valid, either by London Underground or Railway Services, between Harrow & Wealdstone and Queens Park.

Revenue apportionment arrangements

5.1 LUL station bookings

Revenue shall be apportioned as set out below.

Destinations	Apportionment
Kensal Green – Harrow & Wealdstone (incl.)	TTL shall pay RSP an amount as set out in clause 2.1 of the Operating Schedule in accordance with LRT/RSP Clearance Agreement, representing the value of the use of such tickets on Railway services
Headstone Lane – Watford Jcn (incl.)	TTL shall retain the fare to Harrow & Wealdstone, the remainder being due to RSP.
Kings Langley – Tring (incl.) and beyond	TTL shall retain the fare to Euston, the remainder being due to RSP

5.2 Operator station bookings from stations north of Harrow and Wealdstone (Watford Junction to Headstone Lane inclusive)

Revenue shall be apportioned as set out below

Destinations	Apportionment
Harrow & Wealdstone – Queens Park (incl.)	All revenue retained by RSP
“London Euston”, “London Terminals”	All revenue retained by RSP
“U2 LONDN” (representing travel to Kilburn Park, Maida Vale, Warwick Avenue)	TTL is due the Zone 2 fare in accordance with the LUL farescale (representing assumed interchange at Queens Park)
Other LUL Stations ²	TTL is due the fare, in accordance with the LUL farescale, from Euston to the destination station (representing assumed interchange at Euston)
Operator Stations Acton Ctl-Richmond (incl.), Kensal Rise-North Woolwich (incl.), Gospel Oak-Barking (incl.)	All revenue retained by RSP

² tickets issued to “U1xyz LONDN” where 1xyz represents zones from Euston to destination

5.3 Operator bookings from stations Harrow and Wealdstone to Queens Park inclusive

Destinations	Apportionment
Harrow & Wealdstone – Queens Park incl. (i.e. local journeys over the interavailable route)	Revenue to be allocated to reflect the relative weight of the train services, as set out in clause 2.2 of the Operating Schedule
“London Euston”, “London Terminals”	All revenue retained by RSP
“U2 LONDN” (representing travel to Kilburn Park, Maida Vale, Warwick Avenue)	All revenue due to TTL
“U1 LONDN” (representing travel to LUL stations in Zone 1)	TTL shall be due an amount per ticket as set out in clause 2.3 of the Operating Schedule
Other LUL Stations ²	TTL is due the fare, in accordance with the LUL farescale, from Euston to the destination station (representing assumed interchange at Euston) ³
Operator Stations Acton Ctl-Richmond (incl.), Kensal Rise-North Woolwich (incl.), Gospel Oak-Barking (incl.)	All revenue retained by RSP

² tickets issued to “U1xyz LONDN” where 1xyz represents zones from Euston to destination

³ the parties acknowledge that, contrary to a previous agreement, this arrangement has prevailed for several years. It is recognised that this is not strictly in accordance with the principles in Schedule 3, Clause 2; however the parties agree to accept the stated arrangement until 7 January 2001.

6. STRATFORD - CUSTOM HOUSE

Interavailability

Ticket type:	Valid for travel:	Available:
Single, return and season tickets and LT Cards	Between Stratford and Custom House	By London Underground and Railway Services

Freedom Passes: Valid throughout from Stratford to Custom House (Elderly and Disabled Persons' Freedom Passes not valid between first train and 08.59 Monday to Friday).

Revenue apportionment arrangements

6.1 LUL station bookings

Revenue shall be apportioned as set out below.

Origin LUL station	Destination stations	Apportionment
Canning Town, West Ham, DLR Stations	Hackney Wick – Richmond (inclusive ¹),	Interchange shall be assumed to take place at Stratford ^{2,3}
Stratford, Canning Town, West Ham, Custom House (DLR)	Canning Town, West Ham, Stratford, Custom House	TTL shall pay RSP an amount as set out in clause 2.5 of the Operating Schedule in accordance with the LRT/RSP Clearance Agreement, representing the value of travel on Railway Services.
Stratford, Canning Town, West Ham, Custom House (DLR)	Silvertown & London City Airport, North Woolwich	All revenue due to RSP
DLR stations	Silvertown & London City Airport, North Woolwich	Interchange shall be assumed to take place at Custom House ²
Stratford, Canning Town	Limehouse, Fenchurch Street	All revenue retained by TTL

¹ Applies to issues to Hackney Wick and tickets bearing the routeing “Hackney Wick” adjacent to the destination

² TTL is due the fare, in accordance with the LUL farescale, from the origin station to Stratford

³ The estimated value of any travel by Railway Services between the origin station and Stratford is included within the amount payable by TTL as set out in clause 2.5 of the Operating Schedule

⁴ TTL is due the fare, in accordance with the LUL farescale, from the origin station to Custom Hse

6.2 Operator station bookings

Revenue shall be apportioned as set out below.

Origin Operator station	Destination	Apportionment
Stratford, Custom House	Canning Town, West Ham, Stratford, Custom House	All revenue due to TTL ^{5,6}
Silvertown & London City Airport, North Woolwich	Canning Town, West Ham, Stratford	TTL is due the Zone 3 fare, in accordance with the LUL farescale ^{5,7}
Hackney Wick - Richmond (inclusive),	Canning Town, West Ham, Stratford, Custom House	TTL is due the Zone 3 fare, in accordance with the LUL farescale ^{8,9}

⁵ The relevant Operator agrees that tickets shall bear the destination “U3 LONDON”

⁶ The estimated value of any travel by Railway Services is included within the amount payable by TTL as set out in clause 2.5 of the Operating Schedule

⁷ The estimated value of any travel by Railway Services between Custom House and the destination Station is included within the amount payable by TTL as set out in clause 2.5 of the Operating Schedule

⁸ The estimated value of any travel by Railway Services between Stratford and the destination Station is included within the amount payable by TTL as set out in clause 2.5 of the Operating Schedule

⁹ Applies only where passenger wish to travel by Railway Services via Stratford. The relevant Operator agrees that tickets shall bear the destination “U3 LOND” and the routing “STRATFORD/LONDON”

7. FINSBURY PARK – KINGS CROSS/MOORGATE

Interavailability

Ticket type:	Valid for travel:	Available:
Single, return and season tickets	Between Finsbury Park or Highbury & Islington and King’s Cross or Old Street or Moorgate	By London Underground to King’s Cross (and intermediately ¹ only at Highbury & Islington) and by London Underground via King’s Cross to Old Street or Moorgate (not intermediately ¹) and by Railway Services
LT Cards	Between Finsbury Park and King’s Cross or Moorgate	By London Underground and Railway Services

¹ restrictions on use at intermediate LUL stations do not apply to LUL-issued “Station of Origin” tickets

Freedom Passes: Valid throughout by Underground or Railway Services from Finsbury Park to King’s Cross or Moorgate (Elderly and Disabled Persons’ Freedom Passes not valid between first train and 08.59 Monday to Friday).

Revenue apportionment arrangements

7.1 LUL station bookings to Operator stations

Origin LUL station	Destination stations	Apportionment
Moorgate, Old Street, Highbury & Islington, Finsbury Park, Kings Cross St Pancras	Harringay – Cambridge/Peterborough (inclusive)	All revenue due to RSP
Other LUL stations	Harringay – Cambridge/Peterborough (inclusive)	TTL shall retain the fare to Finsbury Park, the remainder being due to RSP.
Any LUL Station	Drayton Park, Essex Road	All revenue due to TTL ²

² Includes both “Station of Origin” tickets and any “Point-to-Point” tickets issued

7.2 LUL station bookings to LUL stations

TTL shall pay RSP amounts as set out below in accordance with the LRT/RSP Clearance Agreement. Such amounts shall represent the value of the use of such tickets on the Operator’s services between Finsbury Park and Moorgate via Essex Road.

Origin LUL station	Apportionment
Finsbury Park	Payment as in clause 3.1 of the Operating Schedule
Other LUL Stations	Payment as in clause 3.2 of the Operating Schedule ³

³ All revenue otherwise retained by TTL for any “Point-to-Point issues” between any of Kings Cross, Finsbury Park, Old Street, Highbury & Islington and Moorgate

7.3 Operator station bookings

Revenue shall be apportioned as set out below

Origin station	Destination	Apportionment
Finsbury Park	U12 LONDN, U123 LONDN, U1234 LONDN, U1245 LONDN, U1256 LONDN, also Metropolitan Line stations outside zones 1-6	RSP shall pay TTL an amount per ticket as set out in clause 3.3 of the Operating Schedule
Huntingdon/ Foxton Harringay (inclusive)	– U1LONDN, “rte FINSBURY PARK”	Revenue attributable to the Interavailable route shall be allocated to reflect the assumed points of interchange, as set out in clause 3.4 of the Operating Schedule
Huntingdon/ Foxton Harringay (inclusive)	– LUL Stations not in Zone 1	TTL is due the fare, in accordance with the LUL farescale, from Finsbury Park to the destination station (representing assumed interchange at Finsbury Park)
Huntingdon/ Foxton Harringay (inclusive)	– Moorgate, Old Street	RSP shall pay TTL an amount as set out in clause 3.5 of the Operating Schedule in accordance with the LRT/RSP Clearance Agreement. Such amount shall represent the value of the use of such tickets on LU services via Kings Cross and Old Street
Drayton Park, Essex Road	LUL Stations, Barking, Upminster	All revenue due to TTL
Drayton Park, Essex Road	Operator Stations, West Ham ⁴ , Highbury & Islington, Finsbury Park, Seven Sisters ⁵ , Tottenham Hale ⁵ , Walthamstow Ctrl ⁵ , Moorgate, Old Street	All revenue due to RSP

⁴Tickets to bear the route “Hackney Wick”

⁵Tickets to bear the route “Any Permitted”

8. WALTHAMSTOW / TOTTENHAM HALE / SEVEN SISTERS – LONDON ZONE 1

Interavailability

Ticket type:	Valid for travel:	Available:
Single and return tickets	Between Operator Stations and Zone 1 LUL stations via Walthamstow Central (or Tottenham Hale or Seven Sisters) ¹	By London Underground ² and Railway Services with permitted interchange at either Walthamstow Central/Tottenham Hale/Seven Sisters or Liverpool Street

¹ Under the terms of this Agreement the relevant Operator agrees that passengers wishing to travel between Operator stations listed in 8.2 below and LUL stations in Zones 1 (or Zones 2 or 3 via Zone 1) will only be issued with tickets bearing the route “Any Permitted” and destination “U123 LONDN”.

² Tickets bearing the destination “London Terminals” not available by London Underground Services.

LT Cards: Not valid by Railway Services between Walthamstow Central/Tottenham Hale/Seven Sisters and Liverpool Street.

Freedom Passes: Valid throughout (Elderly and Disabled Persons’ Freedom Passes not valid by London Underground Services between first train and 08.59 Monday to Friday nor by Railway Services between first train and 09.29 Monday to Friday).

Revenue apportionment arrangements

8.1 LUL station bookings

TTL shall retain the fare from the origin to the assumed interchange point, as set out below. The remainder of the fare paid shall be due to RSP.

Origin station	LUL	Destination stations	Assumed interchange point
Bethnal Green to Epping inclusive (including Hainault loop) and Whitechapel to Upminster inclusive		Bruce Grove to Enfield Town, Southbury to Theobalds Grove, Northumberland Park to Kings Lynn, Rye House to Hertford East, Wood Street to Chingford (all inclusive), Stansted Airport	Liverpool Street
Other LUL stations		Wood Street to Chingford inclusive.	Walthamstow Central
		Northumberland Park to Kings Lynn, Rye House to Hertford East (all inclusive.), Stansted Airport	Tottenham Hale
		Bruce Grove to Enfield Town , Southbury to Theobalds Grove (all inclusive.)	Seven Sisters

8.2 Operator station bookings

Origin station	Apportionment
Stansted Airport	RSP shall pay TTL an amount per ticket as set out in clause 3.6 of the Operating Schedule
Bruce Grove to Enfield Town, Southbury to Theobalds Grove, Northumberland Park to Kings Lynn, Rye House to Hertford East, Wood Street to Chingford (all inclusive)	RSP shall pay TTL an amount per ticket as set out in clause 3.7 of the Operating Schedule

9. KENTISH TOWN - KING'S CROSS - MOORGATE FARRINGDON - LONDON BRIDGE/ELEPHANT & CASTLE

Interavailability

(In the tabulation below **Thameslink Interavailable Route** means the route(s) between Kentish Town, King's Cross/King's Cross Thameslink, Farringdon, Barbican, Moorgate, City Thameslink, Blackfriars, London Bridge, Elephant & Castle).

Ticket type:	Valid for travel:	Also Available:
Single and return tickets	by Railway Services to/from "London Thameslink"	By London Underground between Kentish Town, King's Cross, Farringdon, Barbican, Moorgate, Blackfriars, London Bridge and Elephant & Castle but NOT VALID AT ANY OTHER LUL STATION
	by Railway Services to/from "U1 LONDON", via Kentish Town ¹	by London Underground between Kentish Town and Euston
	by Railway Services via Kentish Town to/from "London Terminals"	by London Underground between Kentish Town and King's Cross
	by London Underground ² to/from any Thameslink Interavailable Route stations	by Railway Services between those Thameslink Interavailable Route stations for which the ticket is valid by London Underground (including City Thameslink for a ticket valid between Blackfriars and Farringdon)
	by Railway Services to/from any Thameslink Interavailable Route stations	by London Underground between those Thameslink Interavailable Route stations for which the ticket is valid by Railway Services (except as below - see note ³)
Season tickets ⁴	between King's Cross and Kentish Town, regardless of issuing point	by London Underground and Railway Services between King's Cross and Kentish Town
	by Railway Services to/from Thameslink Interavailable Route stations via Kentish Town ¹	by London Underground between those stations for which the ticket is valid by Railway Services
LT Cards		by Railway Services between Thameslink Interavailable Route stations, in accordance with the zonal availability of the LT Card
LUL Group Day Tickets		by Railway Services between Thameslink Interavailable Route stations

¹ irrespective of routeing (if any) borne by ticket

² Includes LUL Carnet tickets

³ Operator-issued Point-to-Point tickets for journeys locally between Thameslink Interavailable Route stations are not valid by London Underground, nor are any tickets bearing the route "Thameslink Only" or "Not Underground" or "London Not Underground", nor are any tickets issued to "London Terminals" from stations south of the Thameslink Interavailable Route.

⁴ Operator-issued Season tickets for journeys locally between Thameslink Interavailable Route stations are not valid by London Underground

Freedom Passes: Valid throughout by Underground or Railway Services (Elderly and Disabled Persons' Freedom Passes not valid between first train and 08.59 Monday to Friday).

Revenue apportionment arrangements

9.1 LUL station bookings

Revenue shall be apportioned as set out below.

Origin LUL Station	Destination	Apportionment
Any	Any LUL station	TTL shall pay RSP an amount as set out in clause 4.1 of the Operating Schedule in accordance with the LRT/RSP Clearance Agreement ⁵ .
Kentish Town, Kings Cross, Farringdon, Barbican, Moorgate, Blackfriars, London Bridge, Elephant & Castle	Kentish Town, Kings Cross Thameslink, Farringdon, Barbican, Moorgate, City Thameslink, Blackfriars, London Bridge, Elephant & Castle	All revenue retained by TTL (other than the payment referred to above - clause 4.1 of the Operating Schedule)
Kentish Town, Kings Cross, Farringdon, Barbican, Moorgate, Blackfriars, London Bridge, Elephant & Castle	Loughborough Jn-Sutton/Wimbledon (incl.) including St Helier line, Mitcham Junction, Hackbridge, Carshalton, East Croydon-Brighton (incl.)	All revenue shall be due to the RSP
Kings Cross, Barbican, Moorgate, Blackfriars, London Bridge, Elephant & Castle	Denmark Hill-Sevenoaks (incl.) Cheam-Guildford via Epsom (incl.), Belmont-Epsom Downs (incl.)	TTL shall retain the fare to London Terminals ⁶
Kentish Town, Farringdon	Denmark Hill-Sevenoaks (incl.) Cheam-Guildford via Epsom (incl.), Belmont-Epsom Downs (incl.)	All revenue shall be due to the RSP
Kentish Town, Kings Cross, Farringdon, Blackfriars, London Bridge, Elephant & Castle, Barbican, Moorgate	West Hampstead Thameslink to Bedford (incl.)	All revenue shall be due to the RSP

⁵Such amount shall represent the value of the use of LUL tickets on Railway services.

⁶TTL shall retain the Zones 1 fare in accordance with the LUL farescale.

9.2 Operator station bookings

Revenue shall be apportioned as set out below.

Origin Operator Station	Destination station	Apportionment
West Hampstead Thameslink to Bedford (incl.)	King's Cross, Farringdon, Barbican, Moorgate, Blackfriars, London Bridge and Elephant & Castle "London Terminals", "London Thameslink"	RSP shall pay TTL an amount per ticket as set out in clause 4.2 of the Operating Schedule in accordance with the LRT/RSP Clearance Agreement ^{7,8}

table continued....

Origin Operator Station	Destination station	Apportionment
Denmark Hill-Sevenoaks (incl.) Loughborough Jn-Sutton/Wimbledon (incl.) including St Helier line, Mitcham Junction, Hackbridge, Carshalton, Sutton-Guildford via Epsom (incl.), Belmont- Epsom Downs (incl.), East Croydon-Brighton (incl.), King's Cross Thameslink, City Thameslink, Blackfriars, London Bridge, Elephant & Castle	Kentish Town, King's Cross, Farringdon, Blackfriars, London Bridge and Elephant & Castle	All revenue shall be retained by RSP ^{8,9}
	Other LUL stations	TTL shall be due the fare in accordance with the LUL farescale from Farringdon ¹⁰ or Wimbledon ¹¹ to the destination

⁷The payments to LRT are for single/return tickets only; no payment shall be made to TTL in respect of season tickets

⁸If tickets for such journeys are issued bearing the destination "U1 LONDN", TTL shall be due the zone 1 fare in accordance with the LUL farescale

⁹Assumes Point-to-Point Tickets are issued, bearing the routeing "Not Underground" or "Thameslink Only"

¹⁰Tickets issued to "U1yy LONDN" rte LONDN where 1yy denotes zones from Farringdon to destination

¹¹Tickets issued to "Ux3x LONDN rte Wimbledon Park", where x3x denotes zones from Wimbledon to destination

10. WEST RUISLIP – SOUTH RUISLIP

Interavailability

Ticket type:	Valid for travel:	Available:
Single, return and season tickets and LT Cards	Between West Ruislip and South Ruislip	By London Underground and Railway Services

Freedom Passes: Valid throughout from West Ruislip to South Ruislip (Elderly and Disabled Persons' Freedom Passes not valid between first train and 08.59 Monday to Friday).

Revenue apportionment arrangements

10.1 LUL station bookings

10.1.1 At West Ruislip and South Ruislip

To stations North of West Ruislip, stations between Great Missenden and Aylesbury (inclusive) and stations between Northolt Park and Marylebone (inclusive), all revenue shall be due to RSP.

To any LUL station except Marylebone (including local bookings between West Ruislip and South Ruislip), all revenue shall be due to TTL.

10.1.2 At Marylebone

To Wembley Stadium, Sudbury & Harrow Road, Sudbury Hill Harrow, Northolt Park, South Ruislip, West Ruislip and stations north thereof, all revenue shall be due to RSP.

10.1.3 At other LUL stations

To any LUL station, all revenue shall be due to TTL.

To Operator stations, Marylebone shall be the assumed point of interchange, except as below:

Origin LUL Station	Destination	Assumed interchange point
Ruislip Gardens	Northolt Park to Marylebone (inclusive)	South Ruislip
Holland Park – Northolt (inclusive), Chiswick Park – Heathrow T123/T4 (inclusive), Acton Town – Park Royal (inclusive), Ruislip Gardens, West Acton	Denham and stations north thereof	West Ruislip

10.2 Operator station bookings

From any station to West Ruislip or South Ruislip, all revenue due to RSP.

To Ealing Broadway via South Ruislip and South Greenford, TTL shall be due the zone 45 fare in accordance with the LUL farescale, representing the value of travel on Underground Services between South Ruislip and Greenford.¹

To other LUL stations and to Ealing Broadway via North Acton, TTL shall be due is due the appropriate fare from the assumed interchange point to the destination². The remainder of the fare paid shall be due to RSP.

¹ Tickets shall bear the destination Ealing Broadway and the routeing “Greenford (Und)”

² Tickets for journeys with South Ruislip or West Ruislip interchange shall be issued to “Ux5y LONDON”, where x5y denotes zones from South Ruislip to destination; tickets for journeys with Marylebone interchange shall be issued to “U1zz LONDON”, where 1zz denotes zones from Marylebone to destination.

SCHEDULE 4
TTL Third Party Letter

To: [ATOC Representative]

[Date]

Dear Sirs

Admission of TTL Third Party

Pursuant to clause 13.1 of the Through Ticketing (non-Travelcard) Agreement dated [] (the *Agreement*), we, Transport Trading Limited, hereby give notice that [] is to be treated as a TTL Third Party for the purposes of the Agreement with effect from [].

Yours faithfully,

.....
duly authorised for and on behalf
of Transport Trading Limited

SCHEDULE 5

Operator Deed of Adherence

THIS DEED POLL is made on []

BY [] of [] (the *Covenantor*)

WHEREAS:

(A) On [] the persons in the schedule hereto entered into a Through Ticketing (non-Travelcard) Agreement implementing arrangements for providing and honouring a range of combined tickets (other than Travelcards) (such agreement, as amended and novated, the *Through Ticketing Agreement*).

(B) The Covenantor wishes to become an Operator for the purposes of the Through Ticketing Agreement and to be bound by the terms of the Through Ticketing Agreement which are capable of applying to an Operator with effect from [].

NOW THIS DEED WITNESSES as follows:

1. Interpretation

Words and expressions defined in the Through Ticketing Agreement shall, unless the context otherwise requires, have the same meanings when used in this Deed.

2. Adherence

The Covenantor hereby confirms that it has been supplied with a copy of the Through Ticketing Agreement and with effect from [] covenants to and undertakes with each of the persons in the schedule to this Deed and with each such other person who may from time to time expressly adhere to the Through Ticketing Agreement (by way of execution of a deed or by way of novation) to be bound by and comply with the terms of the Through Ticketing Agreement which are capable of applying to an Operator.

3. ATOC Representative

The Covenantor hereby appoints a representative (known as the ATOC Representative) as its agent for as long as the Covenantor is a party to the Through Ticketing Agreement for the purposes of performing all functions which the ATOC Representative is to perform on behalf of the Operators in accordance with the Through Ticketing Agreement.

4. Notices

For the purpose of the Through Ticketing Agreement, the Covenantor's address for notices shall be as follows:

Address:

Fax No:

Telex No:

Addressed for the personal attention of:

5. Governing Law

This Deed shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF this Deed has been duly executed the day and year first above written.

EXECUTED as a **DEED**)
and **DELIVERED** by)
[])
acting by two Directors/)
a Director and the Secretary)

SIGNED by)
for and on behalf of)
BRITISH RAILWAYS BOARD)

SIGNED by)
for and on behalf of)
GREAT WESTERN TRAINS)
COMPANY LIMITED)

SIGNED by)
for and on behalf of)
LTS RAIL LIMITED)

SIGNED by)
for and on behalf of)
SOUTH WEST TRAINS LIMITED)

SIGNED by)
for and on behalf of)
INTERCITY EAST COAST)
LIMITED)

SIGNED by)
for and on behalf of)
GATWICK EXPRESS RAILWAY)
COMPANY LIMITED)

SIGNED by)
for and on behalf of)
NETWORK SOUTHCENTRAL)
LIMITED)

SIGNED by)
for and on behalf of)
for and on behalf of)
CARDIFF RAILWAY COMPANY)
LIMITED)

SIGNED by)
for and on behalf of)
THE CHILTERN RAILWAY)
COMPANY LIMITED)

SIGNED by)
for and on behalf of)
INTERCITY WEST COAST)
LIMITED)

SIGNED by)
for and on behalf of)
TRANSPORT TRADING LIMITED)