

*Headed Notepaper of
the Bank or Financial Institution Providing the Bond or Guarantee*

To: Rail Settlement Plan Limited (Jill Betts)
3rd Floor
40 Bernard Street
London WC1N 1BY

[Date 2010]

WHEREAS:

- A. Rail Settlement Plan Limited ("**RSP**"), Registered No. 3069042, whose registered address is at 40 Bernard Street, London WC1N 1BY has entered into a National Rail Travel Agents Licence agreement (the "**Agreement**") with [Licence Holder] ("**Name**"), Registered No: [Number], whose registered office is at [Address].
- B. The Agreement requires the provision of a bond (the "**Bond**") in the amount of £[Value] to guarantee payment by [Name] of amounts due to RSP pursuant to the Agreement.

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

1. the Demand is received by the Issuing Bank/Financial Institution via fax and contains an authorised signature;
2. the Issuing Bank's total aggregate liability hereunder shall not exceed £[Value];
3. the Issuing Bank's total liability hereunder shall expire on the earlier of:
 - (i) 5pm (London time) on the [Date]; or
 - (ii) the date on which this Bond is delivered to the Issuing Bank at:

[Fax Number of the Issuing Bank/Financial Institution];

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

4. a Demand must be received by the Issuing Bank/Financial Institution* by 5 pm (London time) on the Expiry Date;
5. the rights of RSP under this Bond may not be assigned to any other party;
6. this Bond shall not in any way be discharged, diminished or affected by:
 - (i) the granting of time or indulgence to [Name];
 - (ii) any re-organisation, insolvency, liquidations, winding-up, receivership or other incapacity of [Name];
 - (iii) any variation of the terms of the Agreement; and

- (iv) any defences to [Name] arising from an alleged breach by RSP or its members of the terms of the Agreement;
7. RSP shall not be obliged to take legal proceedings or other steps against [Name], other than those specified herein, before enforcing this Bond;
 8. this Bond shall be automatically cancelled and all obligations and liabilities terminated and discharged at 5 pm (London time) upon the Expiry Date with no further liability on the part of the Issuing Bank/Financial Institution except for any valid Demand presented under this Bond that remains unpaid. From the Expiry Date, this Bond shall be void whether it is returned to the Issuing Bank or not;
 9. the Issuing Bank's/Financial Institutions liability under this Bond shall commence on the Effective Date;
 10. for the purpose of this Bond, the "Effective Date" means the date on which this Bond is issued by the Issuing Bank/Financial Institution;
 11. This Bond shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction to settle any disputes hereunder.

Yours faithfully,

[Name of the Issuing Bank/Financial Institution]
as Issuing Bank/Financial Institution*

Agreed and acknowledged:

For and on behalf of
Rail Settlement Plan Limited

Date:

*Delete as necessary

RAIL SETTLEMENT PLAN (RSP) APPROVED SUPPLIERS

In addition to any **High Street bank** RSP also accepts guarantees from the following suppliers:

The Independents Advantage Insurance Company Ltd

St George's House
St George's Place
St Peter Point
Guernsey
GY1 2BH
01481 714792

Travel & General Insurance Company Plc

Tower 42
Old Broad Street
London
ECN 1HQ
0845 3456 078

IGI Insurance Company Limited

Market Square House
St James's Street
Nottingham NG1 6FG
England
Nottingham@igi.co.uk
Tel: +44 (0)115 941 1022
Or Patricia Bird on 07855404263

Lombard Insurance Group

Mr. I Bird
Correlation Risk Partners Ltd
5th Floor
3 St Helens Place
Bishopsgate
London
EC3A 6AB

Euler Hermes UK

1 Canada Square
London
E14 5DX

Sales Enquiries **0800 056 5452**

Royal & Sun Alliance

HCC International