

## First Rail Support

**New Supplier Information & Terms and Conditions**  
for the supply of

**Rail Replacement  
Bus & Coach Services**



Dear Operator,

First Rail Support is a subsidiary of FirstGroup PLC and operates a Management Support Operation for Railways, Airlines and other Companies requiring road transport assistance via a 24 hour, 7 day a week control centre at Simonstone in Lancashire.

The control centre specialises in locating and providing transport in times of disruption to their normal services in both emergency and pre-planned situations moving crew as well as passengers.

FirstGroup has a large presence of vehicles in many parts of the U.K. mainly service buses and coaches, these are fully committed in the supply of scheduled bus/coach services, but when available these vehicles assist if required.

First Rail Support has now taken on new contracts and we therefore are extremely keen to develop our database, especially between the size of 16 and 70 seats. We are looking for suppliers who would be interested in working with First by offering any vehicles that they may have available at times of disruption.

Our normal payment terms are via BACS, 14 days from receipt of invoice on pre-agreed rates (invoice procedure details enclosed).

If you wish to be included on our database, we need a copy of your Motor and Public Liability Insurance certificates, Operator's licence, OCRS score and your bank details (on a company letterhead). This will enable us to set you up as a supplier, and therefore speed up payment for any work that you do in the future. Please send your information to either the address or fax number contained in this document.

For our records, we require detailed information about your service. Please complete the forms attached, detach the return slip at the back of this booklet and return them to First Rail Support.

Many thanks and we look forward to working with you in the future.

A handwritten signature in black ink, appearing to read 'M Duckworth', written in a cursive style.

Maurice Duckworth  
Managing Director

# 1 ADMINISTRATION AND INVOICING PROCEDURES

Time is of the essence in relation to the deadlines referred to in this section.

## Supplier set up procedure

First Rail Support pay your invoices by BACS directly into your bank account.

Invoices received will normally be paid within 14 days from the date of receipt of invoice.

A remittance advice detailing exactly what has been paid will be sent to you from our Aberdeen office either by fax or by post.

For BACS payment to take place we need the following information:

<b>Company Details:</b>	<b>This information must be sent to our Simonstone office on your company letter headed paper.</b>
Name	
Address	
<b>Bank Details:</b>	
Bank	
Branch	
Branch Address	
Account in the name of	
Account Number	
Sort Code	

## Invoicing procedure

An invoice must be sent to our Aberdeen address and a copy must be sent to our Simonstone address or faxed through to First Rail Support soon AFTER completion of the job (please see below for address and fax information). Our job reference must be quoted in every case. Payment will be made by BACS normally within 14 days from receipt of an invoice.

**PLEASE NOTE: Failure to adhere to either of these instructions may result in your invoice being returned to you for amendments and this will in turn, delay your payment.**

**Sub contractors must note the job reference number on the fax sent to you from First Rail Support control when accepting a booking. This number must be quoted on your invoice. Failure to do so will delay or prevent payment of the invoice.**

## **2 JOB BOOKING PROCEDURE**

A First Rail Support job will be passed to you via fax and/or telephone. The fax is in the form of a formal Purchase Order and makes explicit the job reference, the driver's diagram and, in the case of pre-planned work, an agreed price. We will not accept any alteration to any of the job details without prior authorisation. The Purchase Order is an acceptance of your offer to carry out work on behalf of First Rail Support.

## **3 GENERAL INFORMATION**

- a. Rates of payment are as agreed by First Rail Support. Any subsequent invoices must be based on the agreed rates and all other terms and conditions contained in this agreement.
- b. In the event of a customer complaint for which you and/or your driver are at fault, we reserve the right to refuse your charge for the journey.
- c. Under no circumstances will First Rail Support guarantee to supply any minimum or maximum amount of work to you. We will allocate work at our discretion as and when required. Work will be spread fairly amongst operators.
- d. On receiving a job from First Rail Support, you must confirm the meeting point and which name board to use if relevant.
- e. Any service failures, customer complaints or any other comment from the customer that you receive must be reported to First Rail Support control immediately.
- f. A driver may only stand down from a job with the express permission of the First Rail Support Controller.

#### 4 CONTACTS AT FIRST RAIL SUPPORT LTD

**Control office** Telephone 01282 688110  
Fax 01282 688141

**Accounts** Telephone 01282 688131  
Fax 01282 688143

**Postal Address** First Rail Support Ltd  
Unit 20, Time Technology Park  
Blackburn Road  
Simonstone  
Lancashire  
BB12 7TG

**Invoice Address** First Rail Support Unit  
C/O Centrewest London Buses Ltd  
First Shared Services  
PO BOX 10415  
Exchequer House  
3 Exchequer Row  
Aberdeen  
AB11 5XY

A controller is available at **First Rail Support 24 hours a day, 7 Days a week** to assist with booking queries.

Our Accounts office hours are **Monday to Friday 9am to 5pm.**

# **TERMS AND CONDITIONS FOR THE SUPPLY OF RAIL REPLACEMENT BUS & COACH SERVICES**

## **1 DEFINITIONS AND INTERPRETATION**

- 1.1 In the Conditions the following expressions will have the following meanings:

Booking Request Form - document entitled 'Booking Request Form'  
Conditions the terms, conditions and provisions contained in this document;

Contract - a contract formed under condition 3.1 between the Customer and the Supplier for the provision of the Service by the Supplier;

Customer - First Rail Support Limited (Company No: 01966624) whose registered office is at c/o Centre West London Buses Limited, 3rd Floor, Macmillan House, Paddington Station, Paddington, London, W2 1TY;

Running Board - the document containing the specific details of the Service to be provided by the Supplier to include (at least) basic route description; starting, finishing and intermediate stopping point timings; type of vehicle required and price;

Service - replacement bus and/or coach service to replace normal rail services due to planned engineering works, unplanned disruption or emergency engineering work;

Vehicle - a bus or coach or minibus used by the Supplier for providing the Service.

- 1.2 The headings and sub-headings in the Conditions are for reference only and do not affect their interpretation.
- 1.3 The words in the singular include the plural, and words in the plural include the singular.
- 1.4 A reference to 'writing' or 'written' includes faxes but not emails.
- 1.5 A 'person' includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being (taking into account any amendments, re-enactments, and repeals and any subordinate legislation for the time being in force made under it).

## **2 APPLICATION**

- 2.1 These Conditions are the sole terms and conditions applicable to all Contracts. They apply to the exclusion of:

- 2.1.1 all other terms, conditions and provisions (including any terms and conditions which the Supplier purports to apply through its website or under any quotation, acknowledgement or confirmation of order, invoice, correspondence or other document or material) at any time in the past or future put forward by or on behalf of the Supplier; and
- 2.1.2 all representations not expressly contained in the Conditions.
- 2.2 The Conditions may not be varied without the Customer's express prior written consent.

### **3 CONTRACTS & PERFORMANCE**

- 3.1 When the Customer requires a Service to be provided by the Supplier the contract formation process will be as follows (unless the Customer expressly agrees otherwise, for example, in the case of emergencies):
  - 3.1.1 the Customer will send a Running Board and Booking Request Form to the Supplier with a request to provide the Service; and
  - 3.1.2 if the Supplier is willing to provide the service on the terms specified they will return (by fax, recorded or special delivery post or by hand delivery) a signed copy of the booking request form, this will be regarded by the parties as an offer. If the Customer wishes to contract with the Supplier it will accept the offer by telephone or in writing. If acceptance is provided by telephone it will be confirmed in writing.
- 3.2 The Supplier will supply the Service under any Contract:
  - 3.2.1 in accordance with the Contract;
  - 3.2.2 in compliance with all applicable laws, regulations, recognised codes and generally recognised best practices and standards in the industry from time to time in force for services similar to the Service; and
  - 3.2.3 with all due skill, diligence and care (and on the basis that the vehicles, workmanship, personnel and materials used in performance of the Services will be fit for the purpose).
- 3.3 If an incident or accident involving a vehicle occurs, the Supplier will:
  - 3.3.1 report it immediately to the Customer;
  - 3.3.2 be responsible for investigating the occurrence and reporting to the Customer periodically to keep the Customer informed of the Supplier's progress and findings; and

- 3.3.3 take all steps required by law to include but not limited to reporting the occurrence to the police and any other person reasonably requiring notice of it.
- 3.3.4 allow access to the Customer or its agents to inspect any vehicle involved in an accident and examine all relevant documents.

## **4 VEHICLES**

4.1 The Supplier will ensure that:

- 4.1.1 all Vehicles are at all times maintained in a fit and roadworthy condition;
- 4.1.2 before any Vehicle is used to provide a Service the driver will have carried out, and recorded in writing, a pre use check to ensure as far as reasonably practical that the Vehicle is in a fit and roadworthy condition;
- 4.1.3 all Vehicles used in the supply of a Service have been subject to preventative maintenance inspections carried out in accordance with the undertakings on the Supplier's PSV operator's licence and any statement of intent given to the Traffic Commissioner;
- 4.1.4 that each Vehicle is fully covered by a comprehensive policy of insurance;
- 4.1.5 that each Vehicle is taxed at the appropriate rate of Vehicle Excise Duty and displays a tax disc;
- 4.1.6 that each Vehicle displays a valid PSV operator's licence disc;
- 4.1.7 that the age of a Vehicle is as specified on the Booking Request Form for pre planned jobs, or as verbally agreed for emergency jobs;
- 4.1.8 that each Vehicle is clean and well presented internally and externally;
- 4.1.9 that Vehicles are fitted with seatbelts and the appropriate signage where legally required; and
- 4.1.10 that Vehicles on pre planned work, where relevant, display a prominent window banner giving details of the Service.

4.2 The Supplier will ensure that all Vehicles will be available for inspection at any time in respect of any Contract. The Customer may decline the use of any Vehicle if, in its opinion, the Vehicle does not conform to the requirements of condition 4.1 or any other regulatory or legal requirements. The Customer may also refuse to accept a Vehicle which, in its opinion, does not comply with reasonable standards of interior cleanliness, comfort and layout.

## **5 OPERATOR'S LICENCE**

- 5.1 The Supplier warrants that it is the holder of a current PSV operator's licence and, so far as it is aware, no Public Inquiry before a Traffic Commissioner is planned to consider that PSV operator's licence and it is not under investigation regarding any aspect of its operation which could lead to a Public Inquiry before a Traffic Commissioner or criminal proceedings.
- 5.2 The Supplier must remain the holder of a PSV operator's licence authorising the use of the Vehicles when it is providing a Service.
- 5.3 The Supplier will provide to the Customer a copy of their valid operator's licence including details of any undertakings or statements of intent given to the Traffic Commissioner upon renewal or at the Customer's request.
- 5.4 The Supplier will immediately, or as soon as reasonably practical, inform the Customer of any of the following:
  - 5.4.1 if it receives notice that it is being called to a Public Inquiry before a Traffic Commissioner;
  - 5.4.2 if an 'S' marked PG9 Prohibition Notice is imposed on any of the vehicles operated by the Supplier;
  - 5.4.3 if any vehicle of the Supplier is involved in a serious accident (a serious accident to include any accident involving substantial damage to property or serious injury to any person);
  - 5.4.4 if it receives a notice that it is going to be prosecuted for any criminal offence; or
  - 5.4.5 if it discovers that it is being investigated for any criminal offence.

## **6 SUPPLIER'S MAINTENANCE RECORDS**

- 6.1 The Supplier will keep records of all inspections and maintenance of Vehicles in accordance with all undertakings and conditions under the PSV operator's licence or any statement of intent given to the Traffic Commissioner.
- 6.2 The Supplier agrees to allow the Customer or its agents to have access to all the Vehicle maintenance records and to take copies upon request.

## **7 STAFF**

- 7.1 The Supplier will ensure that all drivers used for the supply of a Service:
  - 7.1.1 are employees of the Supplier or agency drivers engaged by the Supplier;

- 7.1.2 hold a current PSV driving authorisation;
- 7.1.3 inform the Supplier and Customer if they are accused of or convicted of any driving offence in the past 3 years or any offence that may affect their eligibility to hold a PCV licence;
- 7.1.4 are able to communicate in English to a standard where they are able to deal with Service user's needs;
- 7.1.5 have been instructed and understand the Service they are going to provide and are fully conversant with the route operated (including pick up and set down points);
- 7.1.6 are smartly dressed, helpful and polite to Service users;
- 7.1.7 wear a prominent identification badge bearing their name;
- 7.1.8 are equipped with mobile telephones and hands free kits or radios provided by and at the cost of the Supplier (and that drivers do not use telephones or radios when it is not safe or legal to do so). Use of mobile phones is to be restricted to calls to First Rail Support or the Supplier's depot. Any use is to be kept to a minimum and for service critical calls only.;
- 7.1.9 do not smoke and will not be under the influence or possession of illegal drugs;
- 7.1.10 on arrival at the designated location, make their presence known to the Customer's staff and the staff of the Customer's customer where present, and to prospective passengers;
- 7.1.11 for pre planned services are in a position on site standing next to the Vehicle's door, with doors open and ready to assist with luggage, at least 20 minutes prior to the beginning of the Service;
- 7.1.12 stay with their Vehicle at all times once passengers are on board;
- 7.1.13 do not allow any passenger to smoke on any Vehicle;
- 7.1.14 are aware of and comply with all requirements and responsibilities in respect of legislation prohibiting unlawful discrimination (to include, without limitation, the Disability Discrimination Act 1995);
- 7.1.15 provide all reasonable assistance to pregnant, disabled, elderly, injured and vulnerable passengers when boarding or leaving the Vehicle or when getting into or out of their seats on the Vehicle;
- 7.1.16 assist passengers with the loading and offloading of luggage where appropriate;
- 7.1.17 deal with Customer's enquiries politely and refer any unresolved issues to a relevant coordinator or member of station staff;

- 7.1.18 refer full details of any complaints of any passenger or any other person (regarding the operation of the Service and/or the conduct of the driver) to the Supplier;
  - 7.1.19 do not use abusive, offensive or insulting language or act in any unprofessional, indecent or inappropriate manner;
  - 7.1.20 ensure (as far as practicable) that all passengers are on the correct Vehicle before departure;
  - 7.1.21 announce points of arrival before arriving at the designated location so passengers have sufficient time to be ready to disembark;
  - 7.1.22 ensure that the Vehicle is stationary for a sufficient time at each stop for passengers to disembark from and board the Vehicle;
  - 7.1.23 do not drive in a manner that is likely to cause distress, inconvenience or injury to any person or damage to any property;
  - 7.1.24 at all times comply with laws relating to driver's hours, records and working time;
  - 7.1.25 at the end of journey check for property left on a Vehicle, immediately report it to the relevant station staff and the Supplier and arrange for it to be handed in to duty station staff at the earliest opportunity; and
  - 7.1.26 record, and provide the Supplier with, all necessary information to enable the Supplier to comply with its obligations under condition 9.2.
- 7.2 If the Supplier receives or becomes aware of any complaint from any passenger or any other person in respect of the operation of the Service and/or the conduct of the driver, the Supplier will immediately give notice of that complaint to the Customer and provide such co-operation as the Customer requires to resolve or otherwise deal with that complaint.
- 7.3 If the Customer gives notice that a named driver is not to be used for the supply of a Service, the Supplier will immediately comply with that notice.

## **8 PUNCTUALITY**

- 8.1 The Supplier will ensure that the Service is performed in accordance with the details set out on the Running Board. In particular it will ensure that its drivers never depart from a timed collection point earlier than the applicable time specified on the Running Board.
- 8.2 The Supplier will advise and update the Customer in cases of delays over 10 minutes at 10 minute intervals.

## **9 RECORDS**

- 9.1 The Supplier will keep and maintain for a period of at least 15 months (or such longer period as the law requires from time to time) all records required by law to be kept relating to driver's hours, work and rest.
- 9.2 The Supplier will keep and maintain in respect of each Service records detailing the operation of the Service (including timing for the start and end of the Service, arrival and departure times for each timing point of the journey and passenger count figures for all stops on the journey) and will make these records available to the Customer immediately upon request.

## **10 INSURANCE**

- 10.1 The Supplier will at all times maintain with a reputable insurance company an insurance policy to cover its liability arising from the supply of a Service, to include for each Service:
  - 10.1.1 employers liability of at least £5m for any occurrence or a series of occurrences arising out of any one event arising out of the Supplier's performance of a Contract.
  - 10.1.2 public liability insurance of at least £10m for property damage and unlimited liability for personal injury for any occurrence or a series of occurrences arising out of any one event arising out of the Supplier's performance of a Contract; and
  - 10.1.3 liability to any third party arising from a road traffic accident of at least £10m for property damage and unlimited liability for personal injury for any occurrence or a series of occurrences arising out of any one event arising out of the Supplier's performance of a Contract.
- 10.2 In respect of each type of insurance cover required under condition 10.1 the Supplier will provide copies of the insurance certificates and schedules upon renewal or at the Customer's request.

## **11 HEALTH AND SAFETY**

- 11.1 The Supplier will comply with:
  - 11.1.1 the Health and Safety At Work Act 1974; and
  - 11.1.2 any other legislation, regulations or recognised codes of practice relating to the health and safety of its staff and others who may be affected by its work activities.
- 11.2 The Supplier will permit the Customer or its agent to have access at any reasonable time to inspect:

11.2.1 any sites from which the Supplier operates a Service or keeps the Vehicles and allow the Customer to examine any vehicles present; and

11.2.2 any health and safety documents to include accident reports and risk assessments.

## **12 HEALTH AND SAFETY POLICY**

12.1 The Suppliers Health and Safety policy will specifically include Occupational Road Risk and will define management responsibilities for it.

## **13 QUALITY CONTROL**

13.1 The Supplier will carry out regular checks to ensure that each of their drivers, including agency staff have a valid PSV drivers licence. The results of such checks are to be made available to the Customer or its agents upon request.

13.2 The Supplier will ensure that their drivers, including agency staff, are medically fit to drive. This to include, but not limited to, ensuring that their eyesight is good enough to comply with the minimum requirement to pass the driving test.

13.3 The Supplier must ensure that at the commencement of each journey on each Service, the driver has sufficient driving/working time available to complete the total journey to the final stopping point before he is required to take a statutory break or rest period.

## **14 CONFIDENTIAL INFORMATION**

14.1 The Supplier will not disclose any information about the price which the Customer is paying it to supply the Service under any Contract save as required by law or with the Customer's written consent.

## **15 PRICE & PAYMENT**

15.1 Following completion of the Service the Supplier will deliver an invoice to the Customer for the agreed amount. The invoice will be for the price stated in the Running Board.

15.2 The Customer aims to pay the Supplier's invoice within 30 days of receipt and subject to any dispute in respect thereof, payment will in any event be made within 60 days of receipt.

15.3 Without prejudice to any other rights or remedies that the Customer may have, the Customer reserves the right to deduct and set off any amount

owing at any time to it by the Supplier (under any Contract or otherwise) against any amount payable by the Customer to the Supplier.

- 15.4 For the avoidance of doubt, no sums will be due and payable to the Supplier under any Contract other than:
- 15.5 For pre planned work the price stated in the Booking Request Form and any agreed variance stated on the standby running sheet; and
- 15.6 For emergency work, this will be the price agreed verbally between parties and any agreed variation of that price stated on the standby running sheet.

## **16 INDEMNITY**

- 16.1 The Supplier will indemnify the Customer against all claims and all direct, indirect or consequential liabilities (including loss of profit, loss of business, depletion of goodwill and similar losses), losses, damages, costs, proceedings, damages and expenses (including, without limitation, legal and other professional fees and expenses) awarded against, or incurred or paid by, the Customer as a result of or in connection with the Supplier (directly or indirectly) breaching or negligently performing or failing or delaying performance of its contractual, statutory or regulatory obligations or duties owed to the Customer and/or any third party.

## **17 TERMINATION**

- 17.1 The Customer may terminate any Contract (or any part of any Contract) at any time either immediately or on a specified date by giving notice in writing if the requirement for a Service in respect of that Contract ceases.
- 17.2 In the event of termination under condition 17.1 the Customer will (subject to condition 17.3) reimburse the Supplier an amount equivalent to its reasonable direct costs incurred as a result of the termination. This will be the full extent of the Customer's liability.
- 17.3 Without prejudice to any other rights or remedies, the Customer may terminate any Contract without liability to the Supplier immediately on giving written notice to the Supplier (or after the expiry of a period specified by the Customer in the written notice to the Supplier) if the Supplier commits a material breach of any of the Conditions (with an unreasonable amount of persistent non-material breaches in aggregate amounting to a material breach).
  - 17.3.1 an order is made or a resolution is passed for the winding up of the Supplier, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order of the Supplier;
  - 17.3.2 an order is made for the appointment of an administrator to manage the affairs, business and property of the Supplier, or

documents are filed with a court for the appointment of an administrator of the Supplier, or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);

- 17.3.3 a receiver is appointed over any of the Supplier's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supplier, or if any other person takes possession of or sells the Supplier's assets;
  - 17.3.4 the Supplier makes any arrangement or composition with its creditors or applies to a court for the protection of its creditors in any way;
  - 17.3.5 the Supplier is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 17.3.6 the Supplier ceases or threatens to cease to trade; or
  - 17.3.7 the Supplier takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 17.4 Alternatively the customer may elect not to summarily terminate a contract for material breach and instead serve a notice requiring the supplier to remedy the breach within a reasonable period (the period will depend on the nature of the breach and will be specified in the notice). If the supplier fails to remedy the breach within the time specified the customer may terminate by serving notice.
- 17.5 For the avoidance of doubt a breach of conditions 3, 4, 5, 6, 7, 8, 9 , 11 or 12 by the Supplier will be a material breach for the purposes of condition 16.3.
- 17.6 If the customer has grounds to terminate a contract under Clause 17.3 then they may use those grounds to terminate any other contract which exists between the parties at the time.

## **18 ASSIGNMENT & SUB CONTRACTING**

- 18.1 The Customer may assign its rights or the whole or any part of its benefits under any Contract (and/or transfer, delegate or sub-contract its obligations and/or duties) to any other third party.
- 18.2 The Supplier may not assign any of its rights or the benefit of all or any part of any Contract (and/or delegate or subcontract its obligations and/or duties) to any third party.

18.3 The Supplier may not transfer, delegate or sub-contract any of its duties and/or obligations under any Contract to any third party without the express prior written consent of the Customer . To the extent that consent is given, the Supplier will continue to be liable for its obligations and duties under the Contract and will at all times be liable for the acts and omissions of any third party to whom it delegates or sub-contracts its obligations.

## **19 FORCE MAJEURE**

19.1 If the Supplier is prevented, hindered, delayed from or in performing its obligations under any Contract for any reason or event beyond its control to include, without limitation, a lawful strike, lock-out or other industrial dispute, failure of a utility service or transport network, act of God, war, riot, terrorism, civil commotion, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm or a change in the law, regulation, order, rule, code or practice (a "Force Majeure Event"), that party must as soon as reasonably possible after commencement of the Force Majeure Event give the other party written notice of the Force Majeure Event, with such notice including:

19.1.1 details of the Force Majeure Event;

19.1.2 the date of commencement of the Force Majeure Event; and

19.1.3 the effect of the Force Majeure Event on the party's ability to perform its obligations under the Contract.

19.2 Upon receipt of written notice under paragraph 19.1 the Contract will be deemed to have terminated.

19.3 Upon the Customer receiving written notice under condition 19.1, it will be deemed to have accepted the existence of the Force Majeure Event, unless it serves a counter notice within 10 Business Days giving details of why it does not regard the claimed Force Majeure Event as genuine. The service of the counter notice will not affect the termination of the contract but will give the customer the option to claim damages for breach of contract.

## **20 NOTICES**

20.1 Any notice given by one party under a Contract will be in writing and will be served on the other party by prepaid first class post, by fax or by hand delivery to the last known address or fax number (as the case may be).

20.2 Such a notice will be deemed served 72 hours after dispatch (if posted), 1 hour after confirmed dispatch (if faxed), and immediately (if delivered by hand).

## **21 CONTRACTS (RIGHTS AGAINST THIRD PARTIES) ACT 1999**

21.1 Any Contract entered into subject to these Conditions is made for the benefit of the parties to it and is not intended to be enforceable by anyone else except the parties successors and valid assigns.

## **22 GENERAL**

22.1 These Conditions and each Contract will be governed by English law. The English courts will have exclusive jurisdiction to handle disputes arising from any Contract.

22.2 The parties intend the Conditions to apply to each Contract to the fullest extent permitted by law. If any part of the conditions are held to be unenforceable for any reason then that part will be deemed changed, qualified or (as a last resort) deleted to the minimum extent necessary for it to become enforceable. The remainder of the Conditions will continue to be enforceable in any event.

22.3 The Customer's rights under a Contract are in addition to the statutory terms implied in favour of the Customer by the Supply of Goods and Services Act 1982 and any other legislation.

22.4 Nothing in the Conditions is intended to or will operate to create a partnership or joint venture between the parties or to authorise either party to act as an agent of her.

22.5 Any purported waiver of the Customer's rights and remedies under any Contract will be valid and binding only if expressly made in writing.

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### **First Rail Support Limited.**

Registered in England & Wales No. 01966624.

Registered Office: 3rd Floor, Macmillan House,  
Paddington Station, Paddington, London, W2 1TY.

Phone 01282 688110

Fax 01282 688141

E-Mail [rail.support@firstgroup.com](mailto:rail.support@firstgroup.com)

### **FirstGroup plc.**

Registered in Scotland No. SC157176

Registered Office: 395 King Street, Aberdeen AB24 5RP

**[www.firstgroup.com](http://www.firstgroup.com)**

I .....

of .....

acknowledge receipt of the First Rail Support Terms and Conditions of business. I confirm that I have read and understood them and will follow the terms and conditions when working for First Rail Support.

Signed.....

Date.....

Once you have signed this form please return with the accompanying questionnaire to:

**Compliance Department  
First Rail Support Limited  
Unit 20 Time Technology Park  
Blackburn Road  
Simonstone  
BB12 7TG**

Thank you



**First Rail Support Limited.**

Registered in England & Wales No. 01966624.  
Registered Office: 3rd Floor, Macmillan House,  
Paddington Station, Paddington, London, W2 1TY.  
Phone 01282 688110  
Fax 01282 688141  
E-Mail [rail.support@firstgroup.com](mailto:rail.support@firstgroup.com)

**FirstGroup plc.**

Registered in Scotland No. SC157176  
Registered Office: 395 King Street, Aberdeen AB24 5RP

**[www.firstgroup.com](http://www.firstgroup.com)**