



V7

2026

MANAGED SERVICES AGREEMENT

between

PLACR LIMITED

and

THE REGISTERED SERVICES USER

for the provision of

TRANSPORTAPI SERVICES

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Managed Services Agreement (this is the contract we agree with you along with the four schedules above)

ADVICE

This Agreement is executed when a duly registered Authorised user logs into their TransportAPI Account on behalf of THE REGISTERED SERVICES USER. Limited free use may be made in line with the Agreement without presentation of any payment card.

If an Authorised user chooses a paid Plan, this Agreement requires THE REGISTERED SERVICES USER to pay for that usage using a pre-validated payment card for a period subscription and/or usage volume as per the selected Plan.

Schedule 1: Commercial terms

Services offered under this Agreement

A Key features of the Services

- Managed services provided from the TransportAPI platform on a free and paid basis
- Scalable API delivery from the TransportAPI Managed Services for the term in B below
- Free Product upgrades for Managed Services as detailed in C below
- Product enhancements/ Custom Projects (if included in D below)
- Support included in the Managed Service as detailed in E below

Plans that are available for selection and the pricing of paid Plans are in this Schedule 1
Product definitions for the Managed service endpoints are given in Schedule 2
Service Level Agreement is given in Schedule 3

B Contract Term

The Managed Services will be offered for the following period:

From: the date when the Registered Services User signed up to the TransportAPI Services online

To: until terminated by the Registered Service User or by PLACR in accordance with this Agreement §11

C Product upgrades

Any general upgrades to the TransportAPI Managed Service released during the contract Term are included in the Services offered in this Agreement at no extra cost.

D Product enhancements and Custom Projects to be delivered during contract Term

This clause shall not be used unless THE REGISTERED SERVICES USER shall agree to commission PLACR to undertake a Product enhancement or custom project, in which case this text shall be replaced with the agreed project specification, deliverables and costs.

E Detailed specifications for the Services

E1 Product deliverables

E1.1 TransportAPI site

The Managed Services available on TransportAPI are those listed from time to time on <https://developer.transportapi.com/>. Managed Services consist of individual API endpoints, which are listed in the TransportAPI Documentation at <https://docs.transportapi.com/> and are set out in Schedule 2 of this Agreement. Access to Managed Services is through an access channel called an Application Plan that has a usage allowance defined by a Plan.

E1.2 Managed Services

The current Plans available for access to TransportAPI Managed Services are listed below.

At monthly usage volumes below 25,000 requests each Plan groups together sets of specific endpoints from different Managed Services (see table in E6.2.2):

- Free Plan- 30 requests per day free of charge across a limited range of Managed services
- Home Plan- 300 requests per day at a fixed low price across a range of Managed services
- Business Plan- up to 25,000 requests per month across a wider range of Managed services
- Business Plan Premium- as Business but including Journey Planner Silverrail endpoint
- NextBuses - powered by TransportAPI- PAYG access to the NextBuses endpoint only

Above 25,000 requests per month Managed Service Plans are associated with each distinct Managed Service for a range of usage tiers and there is a minimum commitment for each tier and a support charge. Usage above the minimum commitment is on a pay-as-you-go (PAYG) basis (see tables in E6.2.1/ E6.2.2).

THE REGISTERED SERVICES USER can select a Plan for access to the endpoints they need by clicking on the name of their Application in their TransportAPI Account and making a change to their Plan through the 'Review/change' link on the specific Application page. A change to a paid Account will only be possible if THE REGISTERED SERVICES USER has put a payment card on file through the billing page in the Account.

E2 Support standard and Basic Support

Support can be obtained from TransportAPI by emailing support@transportapi.com or creating an account at <https://transportapi.freshdesk.com/support/login> and filing a support ticket.

If THE REGISTERED SERVICES USER chooses to use the Free Plan, services are offered on an 'as is' basis, and support will be offered at PLACR at its absolute discretion, and no service level agreement (SLA) is offered.

If THE REGISTERED SERVICES USER chooses to use a paid Plan then Basic support includes maintenance of the service to the following Support Standard:

- a) Maintenance of the Managed Service to the delivery in the Service Level Agreement in Schedule 3
- b) Response to support incidents in the following categories from 09.00 to 17.00 UK time:
 - P1: the entire TransportAPI Managed Services is unavailable and/or inaccessible to users (Response: detection and report on <https://developer.transportapi.com> within 30 minutes; best efforts to resolve within 4 hours);
 - P2: one or more TransportAPI Managed Services fail 10 consecutive one-minute SLA checks, or where the response time rises 50% above the endpoint SLA metric for 10 consecutive one minute checks (Response: detection and report and report on <https://developer.transportapi.com> within two hours; best efforts to resolve within 1 business day);
 - P3: service performance is affected by behaviour of an upstream or downstream service outside TransportAPI Managed Services (Response: detection and report on <https://developer.transportapi.com> within 4 hours; best efforts to facilitate a resolution within 2 business days).

Outside support coverage, incidents will be recorded and managed automatically, and responses will be given from the beginning of the next period of support.

E3 Standard Support option

Standard support includes the following in addition to Basic support:

- a) Issue triage reporting for service delivery issues to identify root causes and make recommendations;
- b) Dialogue with upstream or downstream service providers relating to outages and reporting outcomes

Standard support is available at additional cost by contacting Support as detailed in E2.

E4 Testing

Provision of a UAT service to match the capabilities of the TransportAPI Managed Services in production use is available at additional cost by contacting Support as detailed in E2.

E5 Government open data services

For national open data services including Darwin, TRUST, NextBuses sources, TfL, Bus Open Data Service, NOC and NaPTAN sources, it is a prerequisite for the delivery of this Agreement that these sources remain freely available on Open Government Licence or through customer commercial agreements and that they can scale at the same speed as the demand and the TransportAPI Managed Services.

E6 Charges

E6.1 Access Plans for TransportAPI Managed Services

By default all new Accounts on TransportAPI will have a single Application on a Free Plan:

E6.1.1 Free Plan: free of charge for up to 30 requests/day across endpoints showing Y (green) in table E6.2.2 below. No payment card is required for access to this Plan. THE REGISTERED SERVICES USER may only have one Free Plan within their Account and must consolidate all their use within one Account.

Charges for access to paid Plans listed in Schedule 2 are set out below (ex VAT) and THE REGISTERED SERVICES USER may choose to change from the default Free Plan to these plans in their Account:

E6.1.2 Home Plan: £5 for up to 300 requests/day across endpoints showing Y (green) in table E6.2.2 below. THE REGISTERED SERVICES USER may only have one Home Plan within their Account and must consolidate all their use within one Account.

E6.1.3 Business Plan: £10 per month standing charge and £0.003/ request for endpoints showing Y (green) in table E6.2.2 below, with the exception of NextBuses requests at £0.0009/ request.

E6.1.4 Business Plan Premium: £60 per month standing charge and £0.003/ request for endpoints showing Y (green) in table E6.2.2 below, with the exception of NextBuses requests at £0.0009/ request and Silvrail journey planner requests at £0.009/ request

E6.1.5 NextBuses – powered by TransportAPI: NextBuses requests at £0.0009/ request

E6.2 Managed Service Plans

Managed Service Plans charge usage separately for the group of endpoints within each Managed service. Access to endpoints across multiple Managed Services above 25,000 requests per month will require access to multiple Plans. Plans with allowances across managed services above 500K per month are available on application by request to support@transportapi.com.

Managed Service Plans have a minimum purchase cost plus a pay-as-you-go (PAYG) rate per request above the lower limit in each tiered plan. The minimum purchase cost consists of the cost of requests at the lower limit of the tier plus Basic Support costs (see E2). This means that all of the requests up to the lower limit of the tier are included in the minimum payment, and PAYG costs accrue only above this level.

Minimum purchase costs are set out in table E6.2.1. PAYG request costs are shown in table E6.2.2.

E6.2.1 Managed Service Plan minimum purchase costs table (ex VAT)

Managed Service Plans	Volume tiers>	25K-83K pcm	83K-250K pcm	250K-500K pcm	500K-1M pcm	1M-2M pcm	2M-5M pcm
Places Minimum purchase cost + PAYG rate as per table below		£112.50	£232.70	£475.00	£850.00	£1,400.00	£2,200.00
Bus Information Minimum purchase cost + PAYG rate as per table below		£175.00	£448.50	£1,075.00	£1,900.00	£3,200.00	£5,200.00
Bus Disruptions Minimum purchase cost + PAYG rate as per table below		£225.00	£573.00	£1,075.00	£1,650.00	£2,200.00	£2,600.00
Rail Information Minimum purchase cost + PAYG rate as per table below		£112.50	£232.70	£475.00	£850.00	£1,400.00	£2,200.00
Journey Planner Minimum purchase cost + PAYG rate as per table below		£250.00	£697.50	£1,825.00	£3,400.00	£5,700.00	£8,200.00

Managed Service Plans covering the 25-83K, 83K to 250K and 250-500K tiers are available for selection on the API Management platform from within each Account. Plans with higher volumes can be activated by request to support@transportapi.com.

Where THE REGISTERED SERVICES USER wishes to fix usage and pricing in advance, they should select a Plan tier above their projected usage and only the fixed minimum purchase cost of that higher tier will be charged if they keep their usage below the higher tier base level.

Usage tracking is available in THE REGISTERED SERVICES USER's Account in real-time and can be exported as a report. Fixed usage plans have notifications at 80%, 90% and 100% of the allowed usage.

E6.2.2 Managed Service endpoint request costs above minimum commitment (ex VAT)

This table shows the request prices Ex VAT used to calculate the minimum commitment in each tier and the cost of requests above the minimum.

Plans>	Free-30/day	Home 300/day	Business (max 25K pcm)	Business Premium (max 25K pcm)	25K-83K pcm	83K-250K pcm	250K-500K pcm	500K-1M pcm	1M-2M pcm	2M-5M pcm
Endpoints within Managed Service										
TAPI PLACES										
places	Y	Y	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
TAPI BUS INFORMATION										
bus/services (singular)	N	N	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
bus/services (collection)	N	N	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
bus/edges (singular)	N	N	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
bus/edges (collection)	N	N	N	N	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
bus/stop_timetables (singular)	Y	Y	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
bus/service_timetables (singular)	Y	Y	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
bus/service_timetables (collection) No bus tracking	Y	Y	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
bus/service_timetables (collection) Incl bus tracking	N	N	N	N	£0.0050	£0.0045	£0.0040	£0.0035	£0.0030	£0.0025
nextbuses	Y	Y	Y £0.0009	Y £0.0009	£0.0009	£0.0009	£0.0009	£0.0009	£0.0009	£0.0009
DEPRECATED - bus/operators	N	N	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
DEPRECATED - bus/routes	N	N	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
NEXTBUSES – POWERED BY TAPI										
nextbuses	Y	Y	Y £0.0009	Y £0.0009	£0.0009	£0.0009	£0.0009	£0.0009	£0.0009	£0.0009
TAPI BUS DISRUPTIONS										
bus/situations (collection)	N	N	N	N	£0.0070	£0.0055	£0.0040	£0.0030	£0.0020	£0.0012
bus/situations (singular)	N	N	N	N	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
TAPI RAIL INFORMATION										
train/station_timetables (singular)	Y	Y	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
train/service_timetables (singular)	Y	Y	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
train/station_timetables [live=true] (singular)	Y	Y	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
train/station_timetables [live=true, dws_staff]	Y	Y	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
train/service_timetables [live=true, dws_staff]	Y	Y	Y £0.0030	Y £0.0030	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
TAPI JOURNEY PLANNER										
public_journey [service=silverrail]	N	N	N	Y £0.009	£0.0080	£0.0075	£0.0070	£0.0065	£0.0055	£0.0040
public_journey [service=tf1]	Y	Y	Y £0.0030	Y £0.003	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
public_journey [service=traveline]	N	N	Y £0.0030	Y £0.003	N/A	N/A	N/A	N/A	N/A	N/A
cycle/journey	N	N	Y £0.0030	Y £0.003	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010
car/journey	N	N	N	N	£0.0025	£0.0019	£0.0016	£0.0014	£0.0012	£0.0010

E6.2 Consultancy time

THE REGISTERED SERVICES USER may request support days or ad hoc consultancy time beyond those specified in the support options. The additional time will be charged at **£1195 per day +VAT** and a purchase order and payment will be required before beginning work.

E7 Payment

A payment card must be entered in the billing area of the Account at <https://developer.transportapi.com/> and be validated before delivery of the paid Services can begin. Once a payment card is available and usage has occurred it will be invoiced on 3rd of each month following delivery and payment will be taken on the 5th of that month. If payment is not made by the 11th of that month, then THE REGISTERED SERVICES USER's access to the Managed Services will be suspended on the next working day.

Monthly invoicing against a purchase order and payment by bank transfer is available for commitments of at least 12 months to a Managed Service Plan or the NextBuses Plan at an additional cost of £50 per year. If a monthly payment has not been made within 30 days then THE REGISTERED SERVICES USER's access to the Managed Services will be suspended on the next working day.

E8 Delivery schedule

The Services will be made available on the date when the Registered Services User signed up to the TransportAPI Services and entered their payment method if accessing a paid Plan.

Access to the Free plan will be made available immediately after registration. It is a strict condition of the TransportAPI license that only one Free Plan is available in each Account, and no user may register multiple Accounts for the purpose of obtaining a higher free allowance.

E9 Addresses

THE REGISTERED SERVICES USER notices address:

Email address given by the Registered Services User when registering with TransportAPI

PLACR invoicing address:

accounts@transportapi.com

Schedule 2: Service Specification

This Service Specification sets out the Managed Services and endpoints in each Plan delivered by TransportAPI under this Agreement. Product definitions for the endpoints provided within the Managed Services are available at <http://docs.transportapi.com/>. Where applicable, product definitions for datasets downloaded from TransportAPI will match the specified data standard listed at <http://www.transportapi.com/credits>.

The Managed Services that are available under this Agreement are listed within THE REGISTERED SERVICES USER'S Account at <https://developer.transportapi.com/login>. Each request to a TransportAPI Managed Service endpoint is recorded as a single "hit" by TransportAPI's API management system and will reduce the total hits available in a fixed daily/monthly Plan allowance until all hits are used up. If the available hits have been exhausted for the fixed usage Plans no more data will be available until the next day/ month unless the Plan is upgraded to a Plan with more capacity. Unused hits do not roll over to the next charging period in a fixed plan. In the Business and Business Premium Plans, the hits used are charged PAYG in addition to the monthly standing charge. Managed Service Plans are PAYG Plans for each Managed service in addition to a minimum commitment fee incorporating Basic support.

The tables below show the Managed Services endpoints for the data available in each Plan under this Agreement with the names as shown in the TransportAPI Documentation and API management platform. Acronyms used in the tables:

- RTI=real-time information on departures
- SIRI-SM= Service Interface for Real-time Information- Stop Monitoring (CEN TS 15531 standard)

Table 1

Free Plan (max 30/day=900/month): endpoints included in Plan

Home plan (max 300/day=9000 per month): endpoints included in Plan

Managed Service	Endpoints	Description	Type	Hit tariff
TAPI Bus Information	bus/stop_timetables (singular)	Schedules + RTI	GET	1/request
	bus/service_timetables (singular)	Schedules only	GET	1/request
	bus/service_timetables (collection)	Schedules+ RTI	GET	1/request
	nextbuses	Schedules + RTI/ SIRI-SM form	POST	1/request
TAPI Places	places	Stops/stations/ addresses/ POI	GET	1/request
TAPI Journey planner	public_journey via TfL	Greater London only	GET	1/request
TAPI Rail Information	train/station_timetables (singular)	Scheduled station departures	GET	1/request
	train/service_timetables (singular)	Scheduled & RTI journey detail	GET	1/request
	train/station_timetables (singular) live=true	RTI departures from TRUST	GET	1/request
	train/station_timetables (singular) live=true	RTI departures from Darwin DWS	GET	1/request
	train/service_timetables (singular) live=true	RTI journeys from Darwin DWS	GET	1/request

Table 2:

Business Plan up to 25K pcm: endpoints in Plan excl. Silverrail journey planner endpoint

Business Plan Premium up to 25K pcm: endpoints in Plan incl. Silverrail journey planner endpoint

Managed Service	Endpoints	Description	Type	Hit tariff
TAPI Bus Information	bus/stop_timetables (singular)	Schedules + RTI	GET	1 per request
	bus/service_timetables (singular)	Schedules only	GET	1 per request
	bus/service_timetables (collection)	Schedules+ RTI	GET	1 per request
	bus/services (singular)	Route & operator details	GET	1 per request
	bus/services (collection)	Set of routes meeting criteria	GET	1 per request
	bus/edges (singular)	Single route geometry	GET	1 per request
	bus/operators (Deprecated)	Bus operator listing- raw JSON	GET	1 per request
	bus/routes (Deprecated)	Route list by operator-raw JSON	GET	1 per request
	nextbuses	Schedules + RTI/ SIRI-SM form	POST	1 per request
TAPI Places	places	Stops/stations/ addresses/ POI	GET	1 per request
TAPI Journey Planner	public_journey via TfL	Greater London coverage only	GET	1 per request
	public_journey via National PTI	GB coverage, SW England focus	GET	1 per request
	cycle/journey/	Cycle routing from Cyclestreets	GET	1 per request
TAPI Journey Planner	public_journey via Silverrail	GB coverage-all transport modes	GET	1 per request
TAPI Rail Information	train/station_timetables (singular)	Scheduled station departures	GET	1 per request
	train/service_timetables (singular)	Scheduled & RTI journey detail	GET	1 per request
	train/station_timetables (singular)	RTI departures from TRUST	GET	1 per request
	train/station_timetables (singular)	RTI departures from Darwin	GET	1 per request
	train/service_timetables (singular)	RTI journeys from Darwin	GET	1 per request

Table 3: NextBuses powered by TransportAPI: endpoint included in Plan

Managed Service	Endpoints		Type	Hit tariff
Nextbuses – powered by TransportAPI	nextbuses	Schedules + RTI/ SIRI-SM form	POST	1 per request

Table 4: Managed service plans 25K and above per month on PAYG: endpoints included in each Plan

Managed service plans	Endpoints	Description	Type	Hit tariff
Places	places	Stops/stations/ addresses/ POI	GET	1 per request
Bus Information	bus/stop_timetables (singular)	Schedules + RTI	GET	1 per request
	bus/service_timetables (singular)	Schedules only	GET	1 per request
	bus/service_timetables (collection)	Schedules+ RTI	GET	1 per request
	bus/service_timetables (collection)	Schedules+ RTI+ Tracking	GET	1 per request
	bus/services (singular)	Route & operator details	GET	1 per request
	bus/services (collection)	Set of routes meeting criteria	GET	1 per request
	bus/edges (singular)	Single route geometry	GET	1 per request
	bus/edges/ (collection)	Multiple route geometries	GET	1 per request
	bus/edges/ (collection)	Multiple route geometries- clip	POST	1 per request
	bus/operators	Bus operator listing- raw JSON	GET	1 per request
	bus/routes	Route list by operator- raw JSON	GET	1 per request
	nextbuses	Schedules + RTI/ SIRI-SM form	POST	1 per request
Rail Information	train/station_timetables (singular)	Scheduled station departures	GET	1 per request
	train/service_timetables (singular)	Scheduled & RTI journey detail	GET	1 per request
	train/station_timetables (singular)	RTI departures from TRUST	GET	1 per request
	train/station_timetables (singular)	RTI departures from Darwin	GET	1 per request
	train/service_timetables (singular)	RTI journeys from Darwin	GET	1 per request
Bus Disruptions	bus/situations (singular)	Brief disruption in responses	GET	1 per request
	bus/situations (collection)	Full disruption records	GET	1 per request
Journey Planner	public_journey via Silverrail	GB coverage-all transport modes	GET	1 per request
	public_journey via TfL [London]	Greater London coverage only	GET	1 per request
	cycle/journey/	Cycle routing from Cyclestreets	GET	1 per request
	car/journey	Car routing from OSRM	GET	1 per request

Table 5: Endpoint listing with simplified URL

Managed service	Description	API Management Platform name	Simplified URL- see http://docs.transportapi.com/ for full request
TAPI Places	Places search	places	https://transportapi.com/v3/uk/places
TAPI Bus information	Bus timetabled departures at-a-stop with RTI	bus/stop_timetables (singular)	<a href="https://transportapi.com/v3/uk/bus/stop_timetables/<atccode>?live=true">https://transportapi.com/v3/uk/bus/stop_timetables/<atccode>?live=true
TAPI Bus information	Bus route stop list (path parameters)	bus/service_timetables (singular)	https://transportapi.com/v3/uk/bus/route/timetable
TAPI Bus information	Bus service timetable for a journey- schedules & RTI	bus/service_timetables (collection)	https://transportapi.com/v3/uk/bus/service_timetables?live=true
TAPI Bus information	Bus service timetable for a single journey with tracking	bus/service_timetables (collection)	https://transportapi.com/v3/uk/bus/service_timetables?source_config=xxx
TAPI Bus information	Bus services information for a specific route	bus/services (singular)	https://transportapi.com/v3/uk/bus/service
TAPI Bus information	Bus services information for collection of routes	bus/services (collection)	https://transportapi.com/v3/uk/bus/services
TAPI Bus information	Bus route geometry for one edge	bus/edges (singular)	<a href="https://transportapi.com/v3/uk/bus/edges/<atccode pair>">https://transportapi.com/v3/uk/bus/edges/<atccode pair>
TAPI Bus information	Bus route geometry for a collection of edges	bus/edges (collection)	<a href="https://transportapi.com/v3/uk/bus/edges/<atccode set>">https://transportapi.com/v3/uk/bus/edges/<atccode set>
TAPI Bus information	Bus operators listing for current GB schedules	bus/operators	https://transportapi.com/v3/uk/bus/operators.json
TAPI Bus information	Bus route list for specific operator in current schedules	Bus/routes	<a href="https://transportapi.com/v3/uk/bus/routes/<NOCCode>.json">https://transportapi.com/v3/uk/bus/routes/<NOCCode>.json
TAPI Bus information	Bus timetabled departures at-a-stop with RTI (SIRI-SM)	nextbuses	POST request to https://transportapi.com/
TAPI Bus Disruptions	Bus service disruption information- brief disruption detail	bus/situation(s) (singular)	Disruption detail within Places, Bus Information & Journey Planner responses
TAPI Bus Disruptions	Bus service disruption information- full disruption records	bus/situation(s) (Collection)	https://transportapi.com/v3/uk/bus/situation(s)
TAPI Rail information	Rail timetabled departures at-a-station	train/station_timetables (singular)	https://transportapi.com/v3/uk/train/station_timetables
TAPI Rail information	Rail service timetable & live for a single journey	train/service_timetables (singular)	https://transportapi.com/v3/uk/train/service_timetables
TAPI Rail information	Rail live departures at-a-station from Trust	train/station_timetables [live=true]	<a href="https://transportapi.com/v3/uk/train/station_timetables?live <TRUST>">https://transportapi.com/v3/uk/train/station_timetables?live <TRUST>
TAPI Rail information	Rail live departures at-a-station from Darwin	train/station_timetables [live=true]	<a href="https://transportapi.com/v3/uk/train/station_timetables?live <Darwin>">https://transportapi.com/v3/uk/train/station_timetables?live <Darwin>
TAPI Rail information	Rail service timetable & live departures- Darwin	train/service_timetables [live=true]	<a href="https://transportapi.com/v3/uk/train/service_timetables?live <Darwin>">https://transportapi.com/v3/uk/train/service_timetables?live <Darwin>
TAPI Journey planner	Multimodal public transport journey (GB: Silverrail)	public_journey [service=silverrail]	https://transportapi.com/v3/uk/public_journey?service=silverrail
TAPI Journey planner	Multimodal public transport journey (London: TfL)	public_journey [service=tfl]	https://transportapi.com/v3/uk/public_journey?service=TfL
TAPI Journey planner	Multimodal public transport journey (SW: National PTI)	public_journey [service=traveline]	https://transportapi.com/v3/uk/public_journey?service=traveline
TAPI Journey planner	Car journey plan to/from lon/lat	car/journey	https://transportapi.com/v3/uk/car/journey/
TAPI Journey planner	Cycle journey plan to/from lon/lat or postcode	cycle/journey	https://transportapi.com/v3/uk/cycle/journey/

Schedule 3

Service Level Agreement (SLA)

1. PLACR shall provide the TransportAPI Managed Services in accordance with this service level agreement (SLA).
2. This SLA shall cover the Managed Service endpoints at the levels listed in the metrics list in this Schedule 3 (the “**Metrics List**”).
3. PLACR shall provide services via TransportAPI Managed Services with a high degree of continuity and responsiveness as set out in this SLA. This SLA covers the fulfilment of syntactically correct responses from TransportAPI Managed Services and does not guarantee semantic completeness, which may depend on an upstream source.
4. The availability and responsiveness of TransportAPI Managed Services is measured by an independent service provider from its UK servers to determine the performance achieved for the set of endpoints in the Metrics List in this Schedule 3.
5. This SLA shall be offered on Uptime and Response Time (as defined below) when averaged over the previous 30 days, as assessed at 12 noon on the first day of a calendar month.
6. PLACR shall pay rebates on the fees due under this Agreement for endpoints specified in the **Metrics List** below when:
 - 6.1. the average availability (“**Uptime**”) of an endpoint falls below the percentage stated for a metric in the Metrics List;
 - 6.2. the average response time (“**Response Time**”) of an endpoint rises above the value stated for a metric in the Metrics List.
 No response time guarantee is available for endpoints where the response time depends upon the complexity of the request or the response is unpaged. The rebates payable under the conditions in 6.1 or 6.2 are set out below in ‘**Service credits**’.
7. Alterations to Uptime and Response Time thresholds or rebate rates shall be at the discretion of PLACR but shall not be made with less than 90 days’ notice to users, except where the stability of the TransportAPI platform is at risk.
8. If an SLA failure results from issues within PLACR’s own Services, the endpoint performance will be brought back within the SLA values according to the priority schedules in the E2 Support section of Schedule 1.
9. If an SLA failure results from the behaviour of an upstream or downstream service outside PLACR’s control, these incidents are excluded from this SLA. PLACR will seek the resolution of the incident, and the response will be made according to the priority schedules in the Support section of Schedule 1.

Metrics List

Endpoints	Uptime/month	Average response time/month	Upstream source
places	99.9%	1000ms	No
bus/stop_timetables (singular) schedules & live	99.9%	1000ms	Yes
bus/service_timetables (singular) schedules & live	99.9%	1000ms	Yes
bus/service_timetables (collection) schedules & live	99.9%	N/A	Yes
bus/service (singular)	99.9%	1000ms	No
bus/services (collection)	99.9%	N/A	No
bus/edges (singular)	99.9%	1000ms	No
bus/edges/ (collection)	99.9%	N/A	No
bus/edges/ (collection)	99.9%	N/A	No
bus/operators	Deprecated	Ongoing availability- plan to replace	No
bus/routes	Deprecated	Ongoing availability- plan to replace	No
nextbuses	99.9%	N/A	Yes
train/station_timetables (singular) schedules	99.9%	1000ms	Yes
train/station_timetables (singular) live TRUST	99.9%	1000ms	Yes
train/station_timetables (singular) live Darwin	99.9%	1000ms	Yes
train/service_timetables (singular) live TRUST	99.9%	1000ms	Yes
train/service_timetables (singular) live Darwin	99.9%	1000ms	Yes
bus/situations (singular)	99.9%	Embedded in Places, Bus/Rail Information, Journey planner	No
bus/situations (collection)	99.9%	N/A	No
public_journey via Silvertail & TfL	99.9%	N/A	Yes
public_journey via TfL [London]	99.9%	N/A	Yes
cycle/journey/	99.9%	N/A	Yes
car/journey	99.9%	N/A	Yes

Service credits

Service credits can be claimed for Managed Service Plans if performance in last 30 days fails any of the above Metrics List, when measured at noon on the first day of every month in the following amounts:

- 10% of monthly charges if performance is between 80% - 95%
- 25% of monthly charges if performance is less than 80%

Service credits shall apply to the charges detailed in Section E6 in the relevant month.

Service credits shall be aggregated on a monthly basis and will reduce the amount due from THE REGISTERED SERVICES USER for a Managed Service Plan to PLACR in the next charging period under the Agreement unless the Account is to be closed, in which case it will be deducted from any final sums due to PLACR.

Schedule 4

TRANSPORTAPI LICENCE

Use of the TransportAPI Managed Services is strictly subject to this TransportAPI Licence.

1. REGISTERING FOR ACCESS

- 1.1. THE REGISTERED SERVICES USER employees, agents and subcontractors must register to use Software and Data from the TransportAPI Managed Services individually on <http://developer.transportapi.com/> including their purpose of use, and by registering they will become an "**Authorised User**". The first user to register by completing a registration form ("**Registration Form**") will be initially designated a user with administrative privileges ("**Administrative User**") so that they can invite other users from THE REGISTERED SERVICES USER to become Authorised Users.
- 1.2. Each subsequent user after the first to register from the THE REGISTERED SERVICES USER must respond to an invitation to use the TransportAPI Managed Services from an Administrative User by completing a registration form generated by an invite from THE REGISTERED SERVICES USER Account. Each Authorised User will need an email address to validate their online identity when registering on the TransportAPI Managed Services. The initial Administrative User may create further Administrative Users from subsequently registered Authorised Users and the Administrative Users thus created will have individual and joint control of the Account. Administrative Users can be downgraded to Authorised Users from within the Account, so long as there is at least one Administrative User.
- 1.3. THE REGISTERED SERVICES USER warrants that:
 - 1.3.1. at the time each Authorised User completes a Registration Form the details are complete, accurate and not misleading so that TransportAPI might be able to contact that user if needed; and
 - 1.3.2. while an Authorised User continues to use the TransportAPI Managed Services, that Authorised User shall keep PLACR informed in the event that any details on the Registration Form change by updating their details in the TransportAPI Managed Services Account.
 - 1.3.3. All usage made by Authorised Users from THE REGISTERED SERVICES USER shall accord with the terms of this Licence and where usage is chargeable under clause 3 of this Licence and the Commercial Terms (Schedule 1), THE REGISTERED SERVICES USER will pay the Charges accruing from access and use.
- 1.4. In the event that PLACR vary the process by which access to the TransportAPI Managed Services is granted each Authorised User may be required to complete a revised Registration Form. Failure to complete a revised Registration Form may result in the suspension of the Services to that Authorised User.
- 1.5. PLACR retain the right to remove any Account if it remains unused for more than 12 months.

2. LICENCE

- 2.1. In consideration of the Charges set out in the Commercial Terms (Schedule 1) relating to the Products set out on the Service Specification (Schedule 2), PLACR shall grant to THE REGISTERED SERVICES USER a non-exclusive, non-transferable, revocable, licence for the declared purpose of commercial or non-commercial re-use, at the absolute discretion of PLACR, by THE REGISTERED SERVICES USER, during the Term only, subject to the user restrictions in clause 2.4, in order to:
 - 2.1.1. access and use the TransportAPI Managed Services according to the product descriptions in the Service Specification;
 - 2.1.2. access, use, copy and display Data from the TransportAPI Managed Services on any device (whether used and/or operated by THE REGISTERED SERVICES USER or a customer of THE REGISTERED SERVICES USER);
 - 2.1.3. store and cache Data from the TransportAPI Managed Services on any device (whether used and/or operated by THE REGISTERED SERVICES USER or a customer of THE REGISTERED SERVICES USER) for any period of time;
 - 2.1.4. process Data from the TransportAPI Managed Services and combine it with any other information.
- 2.2. Except as expressly provided in this TransportAPI Licence, THE REGISTERED SERVICES USER shall not (and shall not permit any third party to):
 - 2.2.1. remove any acknowledgement or disclaimer in Data from the TransportAPI Managed Services;
 - 2.2.2. unless otherwise permitted by applicable law, reverse engineer, decompile, disassemble, modify or adapt the Software in whole or in part;

- 2.2.3. assign or novate the benefit or burden of this TransportAPI Licence in whole or in part;
 - 2.2.4. allow the Software to become the subject of any charge, lien or encumbrance;
 - 2.2.5. misuse the TransportAPI Managed Services by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or inhibits the normal operation of the TransportAPI Managed Services;
 - 2.2.6. knowingly attempt to gain unauthorised access to the Software, including the servers on which TransportAPI Managed Services are running;
 - 2.2.7. knowingly attack the TransportAPI Managed Services via a denial-of-service attack or a distributed denial-of service attack.
- 2.3. As provided for in this TransportAPI Licence, THE REGISTERED SERVICES USER shall:
- 2.3.1. Ensure that corporate usage of THE REGISTERED SERVICES USER shall be managed by an Account Administrative User who can create and revoke user access as individual employees join and leave the organisation;
 - 2.3.2. comply with the User Restrictions in 2.4 at all times;
 - 2.3.3. ensure that the Data is deployed through THE REGISTERED SERVICES USER Sites and/or the end users devices;
 - 2.3.4. keep a complete and accurate record of THE REGISTERED SERVICES USER Sites;
 - 2.3.5. maintain the confidentiality and security of Authorised Users' credentials at all times in accordance with clause 5.1 and notify us as soon as reasonably practicable after THE REGISTERED SERVICES USER become aware of any unauthorised use or misuse of the TransportAPI Managed Services;
 - 2.3.6. display "source: http://transportapi.com/" within THE REGISTERED SERVICES USER's service (for example, on an "about" screen or in THE REGISTERED SERVICES USER's terms and conditions) so that it is clear that the Data is derived from TransportAPI;
 - 2.3.7. retain any analytics or authentication code placed in the Data by PLACR;
 - 2.3.8. inform PLACR in writing if THE REGISTERED SERVICES USER receive any complaint or claim in respect of the Data.
- 2.4. THE REGISTERED SERVICES USER shall further comply with the following User Restrictions:
- 2.4.1. limit access to the TransportAPI Managed Services to Authorised Users;
 - 2.4.2. ensure that the number of Authorised Users will not exceed 50 users without written consent from PLACR;
 - 2.4.3. not knowingly do anything which may damage our reputation, the TransportAPI Managed Services, including by way of using the TransportAPI Managed Services (wholly or in part) in any manner that breaches the laws of the United Kingdom.

3. MANAGEMENT OF TRANSPORTAPI MANAGED SERVICES USAGE

- 3.1. Once an Authorised User has registered within THE REGISTERED SERVICES USER Account, they will be able to view THE REGISTERED SERVICES USER access credentials associated with the access channel(s) (called "**Applications**") present in the Account. At first creation each Account will have one default Application and this will give access to a limited amount of data that is free of charge.
- 3.2. In order to request Data from the TransportAPI Managed Services, each Authorised User must add credentials consisting of the Application ID and Application key to their requests for Data. THE REGISTERED SERVICES USER may create new access channels ("**Applications**") within THE REGISTERED SERVICES USER's Account to access chargeable Data from the TransportAPI Managed Services when PLACR have permitted this.
- 3.3. THE REGISTERED SERVICES USER shall not be permitted to have more than one Application that is free of charge within an Account and shall not be permitted to register multiple Accounts for the purpose of accessing additional allowances of free data. THE REGISTERED SERVICES USER shall not be permitted to have more than one Home plan.
- 3.4. Each Application within THE REGISTERED SERVICES USER's Account shall give access to specific managed service(s) as designated by an access scheme ("**Plan**"). Other than the free of charge Plan offered by default in each Account ("**Free Plan**"), all other Plans are chargeable, and it is a condition of this licence that when Administrative Users change their default Free Plan or when they create a new Application then they agree to pay the Charges associated with that Plan. It

is possible at any point for Administrative Users to change their Plan back to a Free Plan or to request the closure of the Account after payment of all outstanding Charges via support@transportapi.com.

- 3.5. The Plans available under this Agreement detailing the Managed services included in each Plan are defined in Schedule 2 Service Specification and in THE REGISTERED SERVICES USER's Account at <https://developer.transportapi.com/login>. These Plans account for usage as follows:
 - 3.5.1. THE REGISTERED SERVICES USER accesses TransportAPI Managed Services by reading data from a web address listed in the documentation at <https://docs.transportapi.com/> or as advised by us in writing ("Request").
 - 3.5.2. Each Request will consume a certain number of credits ("Hits") as listed in Schedule 2 or as advised by us in writing.
 - 3.5.3. Schedule 2 defines the maximum number of Hits ("Quota") THE REGISTERED SERVICES USER can use from the each TransportAPI Managed Service Plan during a specified period.
 - 3.5.4. Hits shall be counted towards the Plan Quota defined in Schedule 1 and 2 when a request bearing the Application ID and key associated with THE REGISTERED SERVICES USER's Account is received by the TransportAPI Managed Services, with the exception of requests for authentication.
- 3.6. If THE REGISTERED SERVICES USER believe any error has been made in the calculation of the Hits usage as notified to THE REGISTERED SERVICES USER then THE REGISTERED SERVICES USER must bring it to our attention along with any evidence by emailing support@transportapi.com. PLACR will act fairly, reasonably and promptly in considering whether there has been an error. When PLACR accept that an error has been made in the calculation of the Hits usage PLACR will confirm this in writing to THE REGISTERED SERVICES USER. Any disagreement shall be resolved using the dispute resolution procedure in clause 10 of the Agreement.
- 3.7. PLACR shall keep THE REGISTERED SERVICES USER informed about THE REGISTERED SERVICES USER's Hits usage through THE REGISTERED SERVICES USER's TransportAPI Managed Service Account and by email to indicate when 80%, 90% and 100% of the hit allowance has been used in any fixed usage paid plan. THE REGISTERED SERVICES USER may access the TransportAPI Managed Services Account to review usage at any time via <http://developer.transportapi.com/>.

4. SUSPENSION OR CESSATION OF SERVICES

- 4.1. In addition to PLACR's right to terminate under clause 11 of the Agreement, PLACR may suspend THE REGISTERED SERVICES USER's access to the TransportAPI Managed Services:
 - 4.1.1. immediately, in the event that THE REGISTERED SERVICES USER commit a material breach of this TransportAPI Licence and do not remedy such breach within ten (10) days of being given written notice to do so; and
 - 4.1.2. immediately, due to non-payment of undisputed charges as specified in Schedule 1 and do not remedy such failure within seven (7) days of the due date for payment.
- 4.2. THE REGISTERED SERVICES USER's access to the TransportAPI Managed Services is restricted to THE REGISTERED SERVICES USER and its Authorised Users, and it is not transferable to any third party.

5. SECURITY AND PASSWORDS

- 5.1. THE REGISTERED SERVICES USER shall ensure that any access login or passwords to TransportAPI Managed Services are kept secure, and shall use best security practices and systems applicable to the use of the TransportAPI Managed Services to prevent, and take prompt and proper remedial action against unauthorised access. This clause shall not apply to the access to Data supplied by PLACR through the TransportAPI Managed Services where the access credentials may need to be disclosed to authenticate access.
- 5.2. If THE REGISTERED SERVICES USER become aware of any misuse of any of the TransportAPI Managed Services, or any security breach in connection with this TransportAPI Licence that could compromise the security or integrity of the TransportAPI Managed Services or if THE REGISTERED SERVICES USER learn or suspect that any of THE REGISTERED SERVICES USER's access credentials have been revealed to or obtained by any unauthorised person, THE REGISTERED SERVICES USER shall promptly notify PLACR and provide reasonable co-operation with PLACR to remedy the issue as soon as reasonably practicable.

6. DEPRECATION

- 6.1. The TransportAPI Managed Services are versioned according to the number in the endpoint URL e.g. transportapi.com/v3/. PLACR's commitments to continue to provide access to the TransportAPI Managed Services will apply separately to the endpoints and responses within each version published now and in future.

- 6.2. Within each version of the TransportAPI Managed Services, PLACR shall not make any breaking (backwards incompatible) changes to the request or response structures within each API version, save as set out in this clause. PLACR may, therefore, make breaking changes only in the following circumstances:
- 6.2.1. where the Data is withdrawn or significantly changed by an upstream data supplier, in which case PLACR will give as much notice of the change as given to PLACR by that supplier, or three (3) month's notice, whichever is the lesser;
 - 6.2.2. where there is a significant need among customers for a change, in which case PLACR will give a minimum of three (3) months notice;
 - 6.2.3. where the stability of the TransportAPI Managed Services is affected by a current request or response structure, in which case PLACR will aim to give a minimum of one (1) week's notice of the change.
- 6.3. PLACR may make non-breaking changes to the request and response structures at any time, in which case PLACR will notify THE REGISTERED SERVICES USER after making such changes.

7. WARRANTIES

- 7.1. PLACR warrant that PLACR have the right to license the TransportAPI Managed Services as specified in this TransportAPI Licence, except where GPL-licensed open source software is used, in which case any modifications to the software are shared, and details given at <https://developer.transportapi.com/>.
- 7.2. With respect to commercially licensed Data PLACR additionally warrant that:
- 7.2.1. PLACR or our licensors owns the Intellectual Property Rights in any commercially licenced Data;
 - 7.2.2. PLACR are not aware of any circumstances which might endanger the validity of the Intellectual Property Rights in the commercially licenced Data and all fees in respect of any Intellectual Property Rights in commercially licenced Data have been paid in full;
 - 7.2.3. the commercially licenced Data does not infringe the rights of any third party.
- 7.3. Except as expressly stated in this TransportAPI Licence and the Agreement, all other conditions, warranties or other terms which might have effect between the Parties or be implied or incorporated into this TransportAPI Licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care to the extent permitted by law.
- 7.4. PLACR do not warrant that:
- 7.4.1. the supply of the TransportAPI Managed Services will be free from interruption through viruses or malicious code; or
 - 7.4.2. the Data is accurate, complete, reliable, secure or timely except where PLACR offer a SLA on Uptime and Response Time as specified in the SLA of this Agreement in Schedule 3; or
 - 7.4.3. the TransportAPI Managed Services will be compatible with THE REGISTERED SERVICES USER Sites; or
 - 7.4.4. the TransportAPI Managed Services and/or the Data have been tested for use by THE REGISTERED SERVICES USER or any third party; or
 - 7.4.5. that the TransportAPI Managed Services and/or Data will be suitable for, or be capable of, being used by THE REGISTERED SERVICES USER or any third party.
- 7.5. PLACR warrants that:
- 7.5.1. PLACR will use reasonable skill and care to operate the TransportAPI Managed Services continuously and to provide the Data with integrity;
 - 7.5.2. PLACR have made all attribution statements on the TransportAPI Managed Services as required by all sources of Data and/or the Software at <https://www.transportapi.com/credits/>.
 - 7.5.3. The TransportAPI Managed Services comply fully with the relevant laws and other government regulations as may exist in the United Kingdom and PLACR shall fully comply with all legislation and regulations relevant to its obligations and responsibilities hereunder in fulfilment of this TransportAPI Licence.

8. TERM AND TERMINATION

8.1. This TransportAPI Licence shall remain in force during the Term of the Agreement.

MANAGED SERVICES AGREEMENT

THIS AGREEMENT is made on the date that THE REGISTERED SERVICES USER signed up to TransportAPI at <https://developer.transportapi.com> and is made

BETWEEN:

- (1) **PLACR LIMITED** incorporated and registered in England and Wales with company number 06528765, whose registered office is at Knoll House, Knoll Road, Camberley, Surrey GU15 3SY ("**PLACR**"); and
- (2) **THE REGISTERED SERVICES USER** who signed up to the TransportAPI services at <https://developer.transportapi.com>.

each a "**Party**" and together the "**Parties**".

RECITALS:

- (A) Whereas PLACR has special expertise in the supply of transport Data and Software from its TransportAPI Managed Services (as defined below), and THE REGISTERED SERVICES USER has a requirement within its website and native apps, customer information systems and internal systems that can be met by the TransportAPI Managed Services and related Services.
- (B) The Parties wish to conclude this Agreement.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS

1.1 In this document the following words shall have the following meanings:

"**Account**" shall have the meaning set out in clause 1 of the licence to use the TransportAPI Managed Services in Schedule 4 of this Agreement.

"**Agreement**" means these terms and conditions together with:

- Schedule 1 Commercial Terms;
- Schedule 2 Service Specification;
- Schedule 3 Service Level Agreement; and
- Schedule 4 TransportAPI Licence.

"**Charges**" shall have the meaning given in clause 3 of this Agreement.

"**Data**" means transport data supplied through the TransportAPI Managed Services to THE REGISTERED SERVICES USER under this Agreement.

"**Data Protection Legislation**" means, for the periods in which they are in force, the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the General Data Protection Regulations (Regulation (EU) 2016/679), the UK GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time);

"**Effective date**" shall mean the date when the Registered Services User signed up to the TransportAPI Services

"**Hits**" has the meaning set out in Schedule 2 Service specification and the TransportAPI Licence.

"**Intellectual Property Rights**" shall have the meaning set out in clause 12 of this Agreement.

"**Managed Service**" shall mean the delivery of specified Data through the Software

"**Product Definition**" shall mean the specification and/or documentation of a TransportAPI Managed Service.

"**Services**" means TransportAPI Managed Services, Support and Consultancy and any other services supplied by PLACR to THE REGISTERED SERVICES USER under this Agreement.

"**Service Specification**" means the set of Product Definitions for the TransportAPI Managed Services supplied by PLACR to THE REGISTERED SERVICES USER under this Agreement and set out in Schedule 2.

"**SLA**" means the service level agreement set out at Schedule 3 (Service Level Agreement).

"**Software**" means executable code, database design and user interface displays which are used to provide the TransportAPI Managed Services and supplied to THE REGISTERED SERVICES USER by PLACR under this Agreement.

"**Support**" means the maintenance and support provided by PLACR to THE REGISTERED SERVICES USER under the different support options, as detailed in Commercial Terms (Schedule 1), section E2.

“Term” shall be length of the period during which the Services will be offered under this Agreement, which shall commence at the date and time specified in the Effective Date and shall remain in force until THE REGISTERED SERVICES USER requests the cancellation of the Services and removal of their account details.

“TransportAPI Licence” means the licence to use the TransportAPI Managed Services, as set out in Schedule 4 of this Agreement.

“TransportAPI Managed Services” means the platform for transport Data and Software delivery developed and managed by PLACR on the website ‘TransportAPI.com’.

“THE REGISTERED SERVICES USER Sites” means THE REGISTERED SERVICES USER websites, any THE REGISTERED SERVICES USER screen displays, any THE REGISTERED SERVICES USER mobile apps and any other online services operated or supported by THE REGISTERED SERVICES USER.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to writing or written includes communications via email.
- 1.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 GENERAL

- 2.1 THE REGISTERED SERVICES USER agrees to enter into this Agreement when they:
 - register for access at <https://developer.transportapi.com> to create an Authorised User as set out in the TransportAPI Licence clause 1 in Schedule 4 of this Agreement;
 - validate an email address given at registration; and
 - they log in to their Account on <https://developer.transportapi.com>
- 2.2 This Agreement shall govern the supply of:
 - 2.2.1 the TransportAPI Managed Services to be accessed and used by THE REGISTERED SERVICES USER Sites;
 - 2.2.2 Software to enable access to the TransportAPI Managed Services;
 - 2.2.3 Data to be accessed and used by THE REGISTERED SERVICES USER Sites;
 - 2.2.4 Support to be provided to THE REGISTERED SERVICES USER by PLACR in accordance with the Commercial Terms; and
 - 2.2.5 any other Services provided by PLACR to THE REGISTERED SERVICES USER; as specified in Schedule 1.
- 2.3 This Agreement shall be deemed to commence on the Effective Date and shall continue in force for the duration of the Term.

3 CHARGES AND PAYMENT

- 3.1 Except for the limited access provided at no charge under the Free Plan, PLACR shall be paid by THE REGISTERED SERVICES USER for:
 - Access to the TransportAPI Managed Services to make requests for Data, as specified in Commercial Terms Section E6;
 - The right to use the Data in the response from TransportAPI Managed Services as set out in the TransportAPI Licence in Schedule 4;
 - Support as specified in Commercial Terms Section E2;which are collectively referred to in this Agreement as the Charges.
- 3.2 THE REGISTERED SERVICES USER (excepting the Free Plan user) shall be obliged to pay the Charges for the Services in 3.1 according to the payment scheme in Schedule 1, section E7.
- 3.3 Payment shall be made through the billing section of the Account at <https://developer.transportapi.com> by pre-authorised card.
- 3.4 PLACR shall be entitled to charge interest on overdue payments (e.g. for failed card payments) from the date when payment becomes due until the date of payment at the interest rate of 2% per annum above the base rate of the Bank of England.

4 PLACR'S OBLIGATIONS

- 4.1 PLACR shall:
 - 4.1.1 provide the Services in accordance with this Agreement and all applicable laws and at all times using all reasonable skill and care and keep the Managed Services running effectively in accordance with the SLA and respond to issues as specified under the Support arrangements as specified in the Commercial Terms in Schedule 1;
 - 4.1.2 give as much notice as possible when PLACR intends to change the TransportAPI Managed services (or any part thereof) to the Registered Services User, respecting the commitments made in clause 6.2 of the TransportAPI Licence in Schedule 4.

5 CUSTOMER OBLIGATIONS

- 5.1 THE REGISTERED SERVICES USER shall provide PLACR with the information required as part of the registration process set out in the Licence in Schedule 4.
- 5.2 THE REGISTERED SERVICES USER shall acknowledge TransportAPI as the source of any service created using Data from TransportAPI and shall inform TransportAPI through support@transportapi.com of any services that are created based on TransportAPI managed services and displayed in the public domain.

6 ALTERATIONS TO THE COMMERCIAL TERMS

PLACR may at any time introduce and execute new Commercial Terms with one month's notice to THE REGISTERED SERVICES USER including details of the changed Services and fees and any other new terms to be agreed between the Parties. As the THE REGISTERED SERVICES USER may cancel at any time under this Agreement, it shall be open to the THE REGISTERED SERVICES USER not to accept such new terms and to cancel the Agreement by ceasing to use the Services and requesting the deletion of their Account.

7 WARRANTY

- 7.1 PLACR warrants that (i) the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices and (ii) Services shall conform to the Service Specification, Commercial Terms and other requirements of this Agreement and shall be free from defects of workmanship.
- 7.2 PLACR further warrants that the Services provided through the TransportAPI Managed Services shall conform to the standards set out in the TransportAPI Licence.
- 7.3 Each Party warrants to the other Party that:
- 7.3.1 it has the authority to enter into this Agreement; and
- 7.3.2 as a corporate entity, the relevant authorised representative of the corporate entity has approval to enter into this Agreement.

8 LIMITATION OF LIABILITY

- 8.1 Except in respect of death or personal injury caused by a Party's negligence or fraud or fraudulent misrepresentation or anything else which cannot be limited or excluded by law to which no limit applies, the entire liability of each Party to the other Party in respect of any claim whatsoever relating to this Agreement, whether or not arising out of breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall, subject to clause 8.2, be limited to 100% of the total charges paid or payable by THE REGISTERED SERVICES USER under this Agreement.
- 8.2 Nothing in these Terms and Conditions shall exclude or limit PLACR's liability for death or personal injury resulting from PLACR's negligence or that of its employees, agents or sub-contractors.
- 8.3 In no event shall either Party be liable to the other Party for any indirect or consequential loss or damage whatsoever.

9 ANTI-BRIBERY

- 9.1 Neither Party shall, and shall procure that no party acting on its behalf shall, offer or give or agree to give any employee, agent or other person acting on behalf of the other Party, or any third party, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or having done or having refrained from doing an act in relation to the obtaining or performance of this or any other contract with the other Party or showing or refraining from showing favour or disfavour to any person or organisation in relation to this or any such contract in contravention of the Bribery Act 2010.
- 9.2 Without prejudice to the generality of the foregoing, THE REGISTERED SERVICES USER and PLACR shall:
- 9.2.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including, without limitation, the Bribery Act 2010 ("Relevant Requirements");
- 9.2.2 have and shall maintain in place throughout the Term policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and
- 9.2.3 promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this Agreement.
- 9.3 PLACR shall ensure that any person associated with PLACR who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on PLACR in this clause 9 ("Relevant Terms"). PLACR shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to THE REGISTERED SERVICES USER for any breach by such persons of any of the Relevant Terms.
- 9.4 For the purpose of this clause 9, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under section 9 of that Act). Without prejudice to the generality of the foregoing, a person associated with either party includes but is not limited to any subcontractor of that party.
- 9.5 Breach of this clause 9 shall be deemed a material breach which is not capable of remedy for the purposes of clause 11.1.2 of this Agreement.

10 DISPUTE RESOLUTION

- 10.1 The Parties shall use reasonable endeavours to negotiate the settlement to any claim or dispute arising between them out of or in connection with this Agreement.
- 10.2 If the Parties fail to resolve the claim or dispute within sixty (60) days of the start of negotiations under clause 10.1, then the claim or dispute must be referred to the senior executives of both THE REGISTERED SERVICES USER and PLACR who will, within fourteen (14) days of such referral meet to seek to resolve the claim or dispute within fourteen (14) days of that meeting by negotiation in good faith.
- 10.3 If the Parties fail to resolve the claim or dispute in accordance with the procedures at clauses 10.1 and 10.2, then provided always that mediation is agreed to by both Parties, the Parties will use reasonable endeavours to resolve that dispute through mediation under the auspices of the Centre for Effective Dispute Resolution. For the avoidance of doubt, the Parties are not obligated to use mediation to resolve a claim or dispute under this Agreement.
- 10.4 The mediator and the procedure to be followed in the mediation shall be agreed between the Parties within fifteen (15) days of the Parties agreeing to use mediation, failing which the mediator shall be appointed by the Centre for Effective Dispute Resolution and the procedure established by them.
- 10.5 The costs and fees associated with the mediation shall be borne equally by the Parties.
- 10.6 If the dispute has not been resolved within sixty (60) days of the appointment of a mediator, or if either Party does not agree to mediation or withdraws from the mediation, then the dispute may be referred to litigation and the Parties will be free to pursue their remedies without further reference to this clause 10.

11 TERMINATION

- 11.1 Without affecting any other right or remedy available to it, PLACR or THE REGISTERED SERVICES USER may terminate this Agreement immediately by notice in writing to the other if:

- 11.1.1 the other Party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within thirty (30) calendar days of being given written notice from the other party to do so;
- 11.1.2 the other Party commits a material breach of this Agreement which cannot be remedied;
- 11.1.3 the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 11.1.4 the other Party ceases to carry on its business or substantially the whole of its business; or
- 11.1.5 the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 11.2 THE REGISTERED SERVICES USER may cease using the paid services by changing their paid application to a free application and/or removing additional paid applications at any time.
- 11.3 THE REGISTERED SERVICES USER may terminate this Agreement at any time by a request made to support@transportapi.com. When THE REGISTERED SERVICES USER wishes to terminate Plans that involve a monthly standing charge or minimum commitment this termination will take effect at the end of the month in which the termination request is received.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 For the purpose of this Agreement, "**Intellectual Property Rights**" shall mean all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 12.2 The majority of the Data supplied from the TransportAPI Managed Services is sourced from open data published by government agencies or partners on a modified Open Government Licence. As such this open data is supplied to THE REGISTERED SERVICES USER for any purpose of commercial and non-commercial re-use under the rights in the TransportAPI Licence. Where Data is sourced from commercial partners, the commercially licenced Data is also licenced to THE REGISTERED SERVICES USER under the TransportAPI Licence. However, PLACR offer the additional warranties in clause 7 of the TransportAPI Licence with respect to its right to redistribute this commercially licenced Data.
- 12.3 THE REGISTERED SERVICES USER acknowledge that:
 - 12.3.1 all Intellectual Property Rights in the TransportAPI Managed Services Software are the property of PLACR;
 - 12.3.2 THE REGISTERED SERVICES USER has rights to access, re-use and retain the Data as set out in the TransportAPI Licence;
 - 12.3.3 any Intellectual Property Rights created by THE REGISTERED SERVICES USER processing of the Data for re-use shall belong to THE REGISTERED SERVICES USER.
- 12.4 Any display of the Data by THE REGISTERED SERVICES USER shall credit, wherever technically and commercially feasible, us, any licensor or any other source of the Data specified by the TransportAPI Managed services at <https://www.transportapi.com/credits/> as the source of the Data.
- 12.5 PLACR represents and warrants that it has the free, clear and absolute right to the Intellectual Property Rights in the Services (or any part thereof) as specified in this Agreement, and has obtained and possesses the full waiver of any and all moral rights which may be held by all creators of the Services (or any part thereof), including employees or contractors.
- 12.6 THE REGISTERED SERVICES USER acknowledge that reference in any element of the Data to PLACR's trade names or proprietary products where no specific acknowledgement of such names or products is made does not imply that such names or products may be regarded by THE REGISTERED SERVICES USER as free for general use, outside the scope of the use authorised by this Agreement.

13 CONFIDENTIAL INFORMATION

- 13.1 For the purposes of this Agreement "**Confidential Information**" shall include all confidential information (however recorded or preserved) disclosed by a Party to this Agreement or its employees, officers, representatives, advisers or sub-contractors involved in the provision or receipt of the Services in connection with this Agreement to the other Party or any of its employees, officers, representatives, advisers or sub-contractors (excluding the Data supplied by PLACR through the TransportAPI Managed Service) concerning:
 - 13.1.1 any information that would be regarded as confidential by a reasonable business person including, without limit, any information of a confidential nature relating to:
 - 13.1.1.1 the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and
 - 13.1.1.2 the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - 13.1.2 any information which is either labelled as confidential or else which should reasonably be considered as confidential because of its nature and the manner of its disclosure.
- 13.2 Each Party shall keep the other party's Confidential Information confidential and shall not:
 - 13.2.1 use any Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or
 - 13.2.2 disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement.
- 13.3 A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction or by the rules of any recognised stock exchange on which it or any member of its group's shares are listed provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 13.4 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information, other than those expressly stated in this Agreement, are granted to the other Party, or are to be implied from this Agreement.
- 13.5 The provisions of this clause shall continue to apply for a period of 3 years after termination of this Agreement.

14 DATA PROTECTION

- 14.1 Each Party shall be a data controller (as such term is defined in the Data Protection Legislation) and shall comply with their obligations in the Data Protection Legislation.
- 14.2 Each Party shall indemnify the other for any loss, cost, claim or expense arising as a result of that Party breaching the Data Protection Legislation.
- 14.3 THE REGISTERED SERVICES USER warrant that:
- 14.3.1 all relevant data subjects whose personal data (such as name, location, IP address or details of request made) has been supplied to PLACR in connection with this Agreement whether organisational or end users, have given their informed consent for us to:
- 14.1.1.1 process the personal data for all purposes ancillary to performing the obligations under this Agreement;
- 14.1.1.2 retain such personal data for as long as is necessary for the purpose for which it was collected as set out in our Privacy Policy at <http://www.transportapi.com/privacy/>.
- 15 MODERN SLAVERY**
- 15.1 PLACR shall:
- 15.1.1 comply with all applicable laws, statutes and regulations relating to modern slavery, including the Modern Slavery Act 2015 and shall have and maintain due diligence procedures for its own suppliers, permitted subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains (the "Relevant Requirements");
- 15.2 Breach of this clause 15 shall be a material breach which is not capable of remedy for the purposes of clause 11.1.2 of this Agreement.
- 16 FORCE MAJEURE**
- Neither Party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control (including but not limited to acts of God, pandemics, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications or Internet carrier but excluding the delay or failure in manufacture, production, or supply by its third party suppliers or contractors of equipment or services) but shall not include a circumstance or event outside a Party's reasonable control where the relevant Party asserting force majeure has failed to take reasonable steps to mitigate the risks of such event or circumstances. The Party claiming force majeure shall be entitled to a reasonable extension of its obligations after notifying the other Party of the nature and extent of such events.
- 17 INDEPENDENT CONTRACTORS**
- PLACR and THE REGISTERED SERVICES USER are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both Parties.
- 18 SEVERABILITY**
- If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed, and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.
- 19 WAIVER**
- The failure by either Party to enforce at any time or for any period any one or more of the terms herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms of this Agreement.
- 20 NOTICES**
- Any notice to be given by either Party to the other may be served by email or by recorded post to the address of the other party given in this Agreement or such other address as such Party may from time to time have communicated to the other in writing, and if sent by recorded post shall be deemed to have been delivered two (2) working days from the date of posting.
- 21 ENTIRE AGREEMENT AND VARIATION**
- This Agreement contains the entire agreement between the Parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a written document signed by both Parties.
- 22 NO THIRD PARTIES**
- Nothing in this Agreement is intended to, nor shall it confer, any rights on a third party.
- 23 GOVERNING LAW AND JURISDICTION**
- This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

THE REGISTERED SERVICES USER indicates by providing registration details in the sign up process at <https://developer.transportapi.com/> and consenting to registration as set out in Clause 2 of this Agreement that they are willing to be bound by the terms of this Agreement, and PLACR agrees that by delivering Data through <http://transportapi.com/> to THE REGISTERED SERVICES USER it is willing to be bound by the terms of this Agreement.

