

ANTICIPATED ACQUISITION BY ABELLIO EAST MIDLANDS LIMITED OF THE EAST MIDLANDS PASSENGER RAIL FRANCHISE

Undertakings given by Abellio Transport Group Limited, Abellio East Midlands Limited and Abellio East Anglia Limited and on behalf of their subsidiaries to the Competition and Markets Authority pursuant to section 73 of the Enterprise Act 2002

Whereas:

- (a) Abellio East Midlands Limited (**AEML**) was awarded the East Midlands Passenger Rail Franchise (the **Franchise**) by the Secretary of State for Transport (**DfT**) on 9 May 2019 (the **Award**) such that AEML and the Franchise will cease to be distinct for the purposes of the Enterprise Act 2002 (the **Act**);
- (b) AEML is part of the group of companies of which Abellio Transport Group Limited (**Abellio**) is the ultimate UK parent company;
- (c) Abellio East Anglia Limited (**GA**) is a joint venture of Abellio (indirectly holding 60% of shares) and Mitsui & Co Limited (holding 40% of shares) and operates the East Anglia passenger rail franchise using the Greater Anglia brand (the **GA Franchise**);
- (d) Under section 33(1) of the Act the Competition and Markets Authority (**CMA**) has a duty to refer a relevant merger situation for a Phase 2 investigation where it believes that it is or may be the case that the creation of that merger situation may be expected to result in a substantial lessening of competition within any market or markets in the UK for goods or services;
- (e) Under section 73 of the Act the CMA may, instead of making such a reference and for the purpose of remedying, mitigating or preventing the substantial lessening of competition concerned or any adverse effect which has or may have resulted from it or may be expected to result from it, accept undertakings to take such action as it considers appropriate, from such of the parties concerned as it considers appropriate. In particular, the CMA shall have regard to the need to achieve as comprehensive a solution as is reasonable and practicable to the substantial lessening of competition and any adverse effects resulting from it;

- (f) As set out in the CMA’s decision of 19 July 2019 (the **Decision**), the CMA believes that, in the absence of appropriate undertakings, it would be under a duty to refer the Award for a Phase 2 investigation;
- (g) As set out in the Decision the CMA concluded, among other things, that:
 - a. The Award of the Franchise to AEML will result in the creation of a new relevant merger situation;
 - b. The creation of that situation may be expected to result in a substantial lessening of competition pursuant to section 36 of the Act on the rail services between Norwich and Ely (the **Norwich-Ely Flow**) and between Thetford and Ely (the **Thetford-Ely Flow**), being flows on which passenger rail services of the Franchise overlap with passenger rail services of the GA Franchise;
- (h) The CMA considers that the Undertakings given below by Abellio, AEML and GA are appropriate to remedy, mitigate or prevent the substantial lessening of competition, or any adverse effect which may be expected to result from the Award, as specified in the Decision;

NOW THEREFORE Abellio, AEML and GA, including and on behalf of their Subsidiaries, hereby give to the CMA the following Undertakings for the purpose of remedying, mitigating or preventing the substantial lessening of competition, or any adverse effect which may be expected to result from it.

1 EFFECTIVE DATE OF THE UNDERTAKINGS

- 1.1 These Undertakings shall take effect from the date that, having been signed by Abellio, they are accepted by the CMA.

2 UNDERTAKINGS WITH REGARD TO FARE INCREASE CONTROL ON THE NORWICH-ELY FLOW

- 2.1 The provisions of paragraphs 2.2 to 2.3 shall apply to each Advance Fare from Norwich to Ely and Ely to Norwich offered by the Franchise.
- 2.2 Except with the prior written consent of the CMA, Abellio and its Subsidiaries (including AEML) undertake to ensure that each Advance Fare on the Norwich-Ely Flow offered by the Franchise shall not exceed the value specified by the following formula (rounded up or down to the nearest multiple of £0.10):

$$F_{j,t} = F_{j,t-1} * (RPI_t + k_t/100)$$

$F_{j,t}$ is the maximum fare allowed;

j is the Advance Fare as set out in Appendix 1;

t is the Fare Year;

$F_{j,0}$ is the Advance Fare as at 1 April 2019, as set out in Appendix 1;

RPI_t , in respect of any relevant Fare Year, means RPI as defined in Appendix 1 to Schedule 8.1 to the Franchise Agreement, or any successor index as published from time to time; and

k_t , in respect of any Fare Year shall have the value attributed to that term in paragraph 4.2 of Schedule 5.4 to the Franchise Agreement, which may be varied from time to time by the DfT pursuant to paragraph 5 of Schedule 5.7 to the Franchise Agreement.

- 2.3 At the same time as AEML provides to the DfT the confirmation required by paragraph 2.2 of Schedule 5.8 to the Franchise Agreement (i.e. written confirmation of AEML's compliance with its obligations under Schedule 5 of the Franchise Agreement (Fares and Smart Ticketing) during each Fares Setting Round, to be provided to the DfT no later than week 17 of the relevant Fares Setting Round), AEML shall provide to the DfT and the CMA an update on the Advance Fares in order to facilitate the monitoring of compliance with these Undertakings during each Fares Setting Round. AEML undertakes to do so by completing the relevant table set out at Appendix 1 to these Undertakings.

3 UNDERTAKINGS WITH REGARD TO FARE INCREASE CONTROL ON THE THETFORD-ELY FLOW

- 3.1 The provisions of paragraphs 3.2 to 3.4 shall apply to each Specified Unregulated Fare from Thetford to Ely and Ely to Thetford offered by each of the Franchise and the GA Franchise.
- 3.2 Except with the prior written consent of the CMA, Abellio and its Subsidiaries (including AEML and GA) undertake to ensure that each Specified Unregulated Fare on the Thetford-Ely Flow offered by each of the Franchise and the GA Franchise shall not exceed the value specified by the following formula (rounded up or down to the nearest multiple of £0.10):

$$F_{r,j,t} = F_{r,j,t-1} * (RPI_t + k_t/100)$$

$F_{r,j,t}$ is the maximum fare allowed;

r is the Franchise or GA Franchise, as set out in Appendix 2;

j is the Specified Unregulated Fare as set out in Appendix 2;

t is the Fare Year;

$F_{r,j,0}$ is the Specified Unregulated Fare as at 1 April 2019, as set out in Appendix 2;

RPI_t , in respect of any relevant Fare Year means RPI as defined in Appendix 1 to Schedule 8.1 to the Greater Anglia Franchise Agreement, or any successor index as published from time to time; and

k_t , in respect of any Fare Year shall:

where r is the Franchise, have the value attributed to that term in paragraph 4.2 of Schedule 5.4 to the Franchise Agreement, which may be varied from time to time by the DfT pursuant to paragraph 5 of Schedule 5.7 to the Franchise Agreement; and

where r is the GA Franchise, have the value attributed to that term in paragraph 4.2 of Schedule 5.4 to the Greater Anglia Franchise Agreement, which may be varied from time to time by the DfT pursuant to paragraph 5 of Schedule 5.7 to the Greater Anglia Franchise Agreement.

- 3.3 GA undertakes to provide a copy of the confirmation provided to the DfT pursuant to paragraph 2.2 of Schedule 5.8 to the Greater Anglia Franchise Agreement (i.e. written confirmation of AEML's compliance with its obligations under Schedule 5 of the Greater Anglia Franchise Agreement (Fares and Smart Ticketing) during each Fares Setting Round, to be provided to the DfT no later than week 17 of the relevant Fares Setting Round) to the CMA at the same time as it is provided to the DfT.
- 3.4 At the same time as the confirmation referred to at paragraph 3.3 above is provided to the DfT and the CMA, Abellio, AEML and GA shall also provide to the DfT and the CMA an update on the fares in order to facilitate the monitoring of compliance with these Undertakings during each Fares Setting Round. Abellio, AEML and GA undertake to do so by completing the table set out at Appendix 2 to these Undertakings.
- 3.5 AEML undertakes that if the responsibility for setting the price of a Specified Unregulated Fare is transferred from GA to AEML, AEML will be subject to equivalent obligations in respect of that Specified Unregulated Fare to the obligations held by GA under paragraphs 3.2 and 3.3 above.

- 3.6 Abellio undertakes to procure that no change is made to the decision making processes of GA that would affect Abellio's ability to procure GA's compliance with these Undertakings.

4 UNDERTAKINGS WITH REGARD TO AVAILABILITY OF ADVANCE FARES

- 4.1 Except with the prior written consent of the CMA, Abellio, AEML and their Subsidiaries undertake to ensure that AEML shall not depart from the business rules applied by the Franchise immediately prior to the Award to determine the availability of Advance Fares on the Norwich-Ely Flow and the Thetford-Ely Flow, where that would have the result of reducing the availability of Advance Fares relative to their availability under those rules.
- 4.2 Abellio, AEML and their Subsidiaries undertake to confirm in writing to the CMA within 20 working days of becoming Operator of the Franchise the relevant business rules which were applied by the Franchise immediately prior to the Award.
- 4.3 AEML undertakes to provide to the DfT and the CMA, at the same time as providing the updates referred to in paragraphs 2.3 and 3.4 above (or the later of the two, if they are provided at different times), written confirmation that it has complied with its obligations contained in paragraph 4.1 above. This confirmation will include the provision of a template monitoring report, in a form to be agreed with the CMA.

5 PROCEDURE FOR CONSENT AND NOTIFICATION

- 5.1 Where the consent or approval of the CMA is required (however that requirement is expressed in these Undertakings), including in relation to the review of the Undertakings as set out at paragraphs 14.1-14.3 below, Abellio, AEML and GA, and their Subsidiaries will seek that consent or approval in writing, which shall include email.
- 5.2 Abellio, AEML and GA and their Subsidiaries undertake that any application by them for the CMA's consent or approval shall make full disclosure of every material fact and matter within their knowledge that they believe is relevant to the CMA's decision.
- 5.3 Abellio, AEML and GA and their Subsidiaries recognise that where the CMA grants consent or approval on the basis of misleading or incomplete information and such information materially affects its consent or approval, the consent or approval is voidable at the election of the CMA.

- 5.4 In the event that any of Abellio, AEML and GA or, their Subsidiaries discover that an application for consent or approval has been made without full disclosure to the CMA, they undertake to:
- (a) inform the CMA in writing identifying the information that they omitted to include in the application for consent within 2 Working Days of becoming aware that the relevant information is misleading or incomplete; and
 - (b) at the same time or no later than 2 Working Days starting with the date on which they have informed the CMA of the omission in accordance with paragraph 5.4(a) above, provide to the CMA an application for consent that includes the missing information.
- 5.5 Unless a different period is expressly provided for in these Undertakings, Abellio, AEML and GA and their Subsidiaries shall use all reasonable endeavours to make each application or to procure that each application, for consent or approval is made so that it is received by the CMA at least 5 Working Days, or such lesser period as the CMA may allow, before the day on which the CMA's consent or approval is necessary to avoid a breach of these Undertakings.
- 5.6 Abellio, AEML and GA and their Subsidiaries recognise that the CMA shall not be required to use more than its reasonable endeavours to grant or refuse any consent or approval within the period referred to in paragraph 5.5 above in particular where the CMA considers that it is necessary to carry out an investigation or to consult any other person prior to granting such consent or approval.

6 COMPLIANCE

- 6.1 Abellio and its Subsidiaries (including AEML and GA) shall comply promptly with such written directions as the CMA may from time to time give:
- (a) to take such steps as may be specified or described in the directions for the purpose of carrying out or securing compliance with these Undertakings; or
 - (b) to do or refrain from doing anything so specified or described which it might be required by these Undertakings to do or to refrain from doing.
- 6.2 Abellio and its Subsidiaries (including AEML and GA) shall co-operate fully with the CMA when the CMA is:
- (a) monitoring compliance with the provisions of these Undertakings; and

- (b) investigating potential breaches of the provisions of these Undertakings.
- 6.3 Abellio shall procure that any Subsidiary of Abellio complies with these Undertakings as if it had given them and actions and omissions of the Subsidiary shall be attributed to Abellio for the purposes of these Undertakings.
- 6.4 Where any Related Person is not a Subsidiary of Abellio, Abellio shall use its best endeavours to procure that any such Related Person shall comply with these Undertakings as if it had given them.
- 6.5 Abellio and its Subsidiaries (including AEML and GA) shall deliver a Compliance Statement to the CMA during each year in which these Undertakings remain in force, in the form attached as Appendix 3 to these Undertakings, and promptly provide to the CMA such information as it may reasonably require for the purpose of monitoring or enforcing compliance with these Undertakings. Each Compliance Statement shall confirm compliance with these Undertakings in the relevant calendar year and state instances in the relevant calendar year where a breach of these Undertakings has occurred. The first Compliance Statement shall be delivered by 30 April 2020.
- 6.6 Abellio and its Subsidiaries (including AEML and GA) undertake that should they at any time become aware of any breach of any provision of these Undertakings they shall inform the CMA of the breach and the circumstances in which it arose in writing within 7 Working Days following the date on which they became aware of the breach. Moreover, should a breach of these Undertakings occur, Abellio and its Subsidiaries (including AEML and GA) undertake to take as soon as possible all reasonable actions required to remedy the breach and comply with these Undertakings.

7 PROVISION OF INFORMATION

- 7.1 Abellio and its Subsidiaries (including AEML and GA) shall furnish promptly to the CMA such information as the CMA considers necessary in relation to or in connection with the implementation and/or enforcement of and/or the compliance with these Undertakings, including for the avoidance of doubt any Confidential Information.

8 EXTENSION OF TIME LIMITS

- 8.1 The CMA may, in response to a written request from Abellio, or otherwise at its own discretion, grant an extension to any time period referred to in these Undertakings.

9 SERVICE

- 9.1 Abellio hereby authorises Brodies LLP, whose address for service is 15 Atholl Crescent, Edinburgh, EH3 8HA, or such address as may be notified to the CMA from time to time, to accept service on its behalf of all documents connected with these Undertakings (including any document of any kind which falls to be served on or sent to Abellio, AEML, GA or any of their Subsidiaries in connection with any proceedings in Courts in the UK, orders, requests, notifications or other communications connected with these Undertakings). A copy of any document, order, request, notification or other communication sent to Brodies LLP or other nominees in connection with these Undertakings will also be sent to Abellio Group, 2nd Floor, St Andrews House, 18-20 St Andrews Street, London EC4A 3AG, United Kingdom.
- 9.2 Unless Abellio informs the CMA in writing that Brodies LLP has ceased to have authority to accept and acknowledge service on its or any of its Subsidiaries' behalf, any document, order, request, notification or other communication shall be validly served on Abellio, AEML, GA or any of their Subsidiaries if it is served on Brodies LLP; and service shall be deemed to have been acknowledged by Abellio or its Subsidiaries if it is acknowledged by Brodies LLP or such other nominee.
- 9.3 Paragraph 9.2 above has effect irrespective of whether, as between Abellio and Brodies LLP or other nominees, Brodies LLP or other nominees has or continues to have any authority to accept and acknowledge service on Abellio's or any of its Subsidiaries' behalf.
- 9.4 No failure or mistake by Brodies LLP or other nominees (including a failure to notify Abellio of the service of any document, order, request, notification or other communication) shall invalidate any action taken in respect of these Undertakings including any proceedings or judgment.
- 9.5 Any communication from Abellio to the CMA under these Undertakings shall be addressed to Remedies Monitoring Manager, Remedies, Business and Financial Analysis (RBFA), and sent by email to Matthew Lewis (matthew.lewis@cma.gov.uk) and George Brenton (george.brenton@cma.gov.uk), or to such other person or address as the CMA may direct in writing.

10 EFFECT OF INVALIDITY

- 10.1 Should any provision of these Undertakings be contrary to law or invalid for any reason, Abellio and its Subsidiaries (including AEML and GA) undertake to continue to observe the remaining provisions.

11 GOVERNING LAW

- 11.1 Abellio and its Subsidiaries (including AEML and GA) recognise and acknowledge that these Undertakings shall be governed and construed in all respects in accordance with English law.
- 11.2 In the event that a dispute arises concerning these Undertakings, Abellio and its Subsidiaries (including AEML and GA) undertake to submit to the courts of England and Wales.

12 OBLIGATIONS UNDER THE FRANCHISE AGREEMENT OR THE GREATER ANGLIA FRANCHISE AGREEMENT

- 12.1 Where the Secretary of State for Transport implements or proposes to implement changes to the Franchise Agreement or the Greater Anglia Franchise Agreement or takes any enforcement measure, including an enforcement order or direction, in relation to the Franchise Agreement, or the Greater Anglia Franchise Agreement and such action imposes obligations on Abellio, AEML, GA and/or their Subsidiaries that are inconsistent with or requires them to act in a way that would breach these Undertakings:
- (a) Abellio and its Subsidiaries (including AEML and GA) undertake to notify the CMA as soon as possible; and
 - (b) Compliance by Abellio and its Subsidiaries (including AEML and GA) with their obligations under such action shall not be a breach of these Undertakings.
- 12.2 In the circumstances referred to at paragraph 12.1, the CMA may vary these Undertakings to remedy, mitigate or prevent the substantial lessening of competition, or any adverse effect which may be expected to result from the Award, as specified in the Decision.

13 TERMINATION AND RELEASE

- 13.1 Abellio and its Subsidiaries (including AEML and GA) recognise and acknowledge that these Undertakings shall be in force until such time as they are varied, released or superseded under the Act.

- 13.2 Abellio and its Subsidiaries (including AEML and GA) recognise and acknowledge that the variation, release or supersession of these Undertakings shall not affect the validity and enforceability of any rights or obligations that arose prior to such variation, release or supersession.
- 13.3 The provisions of these Undertakings will only apply for so long as both the Operator of the Franchise and the Operator of the GA Franchise are subject to Control by Abellio.

14 VARIATIONS TO THESE UNDERTAKINGS

- 14.1 The terms of these Undertakings may be varied with the prior written consent of the CMA in accordance with sections 73(5) and 73(7) of the Act.
- 14.2 Where a request for consent is sought pursuant to paragraph 14.1 the CMA will consider any such request in light of the Decision and will respond in writing as soon as is reasonably practicable having regard to the nature of the request.
- 14.3 The consent of the CMA shall not be unreasonably withheld.

15 INTERPRETATION

- 15.1 The Interpretation Act 1978 shall apply to these Undertakings as it does to Acts of Parliament.
- 15.2 References in these Undertakings to any English law term for any legal status, interest, concept or thing shall in respect of any jurisdiction other than England and Wales be deemed to include what most nearly approximates in that jurisdiction to the English law term.
- 15.3 In these Undertakings the word "including" shall mean including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 15.4 For the purposes of these Undertakings:

“Abellio” means Abellio Transport Group Limited, a company registered in Scotland under company number SC488448 and having its registered office at 5th Floor, Culzean Building, 36 Renfield Street, Glasgow, G2 1LU;

“the Act” means the Enterprise Act 2002;

“Advance Fare(s)” means single (one-way) train-specific standard class adult fares which must be purchased in advance of travel and is/are only valid

on the date and train service(s) shown on the fares and are described as "Advance Fare" in Appendices 1 and 2;

"AEML" means Abellio East Midlands Limited, a company incorporated in England and Wales with registered company number 09860485;

"Affiliate" means a person who is an affiliate of another person because they or their respective enterprises would be regarded as being under common control for the purposes of section 26 of the Act;

"Associated Person" means a person or persons associated with Abellio within the meaning of section 127(4) of the Act and includes any Subsidiary of such a person or persons;

"the Award" means the Award of the East Midlands passenger rail franchise to AEML on 9 May 2019 by the DfT;

"business" has the meaning given by section 129(1) and (3) of the Act;

"CMA" means the Competition and Markets Authority or any successor body;

"Compliance Statement" has the meaning given by Part 6 and is to be in the format set out in Appendix 3;

"Confidential Information" means any business secrets, know-how, commercially sensitive information, intellectual property or any other information of a confidential or proprietary nature;

"Control" shall be construed in accordance with section 26 of the Act, and in the case of a body corporate, a person shall be deemed to Control it if he holds, or has an interest in, shares of that body corporate amounting to 10 per cent or more of its issued share capital or carrying an entitlement to vote at meetings of that body corporate of 10 per cent or more of the total number of votes which may be cast at such meetings;

"Decision" means the CMA's decision under section 33 of the Act dated 19 July 2019 in connection with the Award;

"DfT" means the Secretary of State for Transport;

"enterprise" has the meaning given in section 129(1) of the Act;

"Fare Year" means the period from 1 January in any year to 31 December in the same year;

"Fares Setting Round" has the meaning given in the Ticketing and Settlement Agreement;

“the Franchise” means the East Midlands Passenger Rail Franchise, as awarded to AEML by the DfT;

“Franchise Agreement” means the agreement to award AEML the Franchise from 18 August 2019 to 22 August 2027;

“Franchise Year” means each calendar year in which the Franchise is operated by AEML;

“GA” means Abellio East Anglia Limited, a company incorporated in England and Wales with registered company number 07861414;

“GA Franchise” means the East Anglia Passenger Rail Franchise, as awarded to GA by the DfT;

“Greater Anglia Franchise Agreement” means the agreement under which GA operates the GA Franchise;

“Group of Interconnected Bodies Corporate” has the meaning given in section 129(2) of the Act; references to a Group of Interconnected Bodies Corporate shall be to the Group of Interconnected Bodies Corporate as constituted from time to time;

“Interest” includes shares, an interest in shares and any other interest carrying an entitlement to vote at shareholders’ meetings but does not include a contract to acquire shares in the future; and for this purpose “an interest in shares” includes an entitlement by a person other than the registered holder, to exercise any right conferred by the holding of these shares or an entitlement to Control the exercise of such right;

“Norwich-Ely Flow” means the point to point direct flow between Norwich and Ely;

“Related Person” means any Subsidiary, Affiliate, Associated Person or Group of Interconnected Bodies Corporate of Abellio from time to time;

“Specified Unregulated Fare(s)” means the fare(s) set out in Appendix 2 which are not constrained by the terms of the Franchise Agreement or (as the case may be) the Greater Anglia Franchise Agreement;

“Subsidiary” shall be construed in accordance with section 1159 of the Companies Act 2006 (as amended), unless otherwise stated;

“Thetford-Ely Flow” means the point to point direct flow between Thetford and Ely;

“Ticketing and Settlement Agreement” means the Ticketing and Settlement Agreement dated 23 July 1995 between Rail Settlement Plan Limited and the train operating companies named therein, as amended from time to time with the approval of the Secretary of State;

“UK” means the United Kingdom of Great Britain and Northern Ireland;

“Undertakings” means these undertakings;

“Working Day” means any day of the week other than a Saturday or a Sunday or any day that is a public holiday in England and Wales; and

unless the context requires otherwise, the singular shall include the plural and vice versa.

Signed by Abellio, AEML and GA and accepted by the CMA on 15 August 2019.

APPENDIX 1

TEMPLATE MONITORING REPORT FOR THE ADVANCE FARES ON THE NORWICH-ELY FLOW

Fare code	Fare type	Fare setter	Fare as at 1 April 2019 ($F_{j,0}$)	Maximum Permitted Fare as at [2 January 2020] ($F_{j,t}$)	Fare as at [2 January 2020] (a)	Compliant? (a) $\leq F_{j,t}$ True / False	Fare as at [31 December 2019] (z)	Percentage increase from (z) to (a)
Advance I	Advance fare	AEML	16.20					
Advance H	Advance fare	AEML	13.00					
Advance G	Advance fare	AEML	10.80					
Advance F	Advance fare	AEML	8.70					
Advance K	Advance fare	AEML	7.20					
Advance E	Advance fare	AEML	6.30					
Advance D	Advance fare	AEML	5.30					
Advance C	Advance fare	AEML	4.70					

APPENDIX 2

TEMPLATE MONITORING REPORT FOR THE SPECIFIED UNREGULATED FARES ON THE THETFORD-ELY FLOW

Fare code	Fare type	Fare setter	Fare as at 1 April 2019 ($F_{r,j,0}$)	Maximum Permitted Fare as at [2 January 2020] ($F_{r,j,t}$)	Fare as at [2 January 2020] (a)	Compliant? (a) $\leq F_{r,j,t}$ True / False	Fare as at [31 December 2019] (z)	Percentage increase from (z) to (a)
CDR	Off-peak Day Return	GA	12.20					
SDS	Anytime Day Single	GA	11.00					
Advance I	Advance fare	AEML	15.70					
Advance H	Advance fare	AEML	12.50					
Advance G	Advance fare	AEML	10.30					
Advance F	Advance fare	AEML	8.20					
Advance E	Advance fare	AEML	5.80					
Advance D	Advance fare	AEML	4.70					
Advance C	Advance fare	AEML	4.20					

APPENDIX 3

Compliance Statement for Abellio, AEML, GA and their Subsidiaries

1. I, [insert name], confirm on behalf of Abellio and its respective Subsidiaries (including AEML and GA) that in the period from [insert date] to [insert date] (the Relevant Period) and subject to any matters reported under paragraph 2 below:

(a) Abellio and its Subsidiaries (including AEML and GA) have complied during the Relevant Period with these Undertakings offered by them and accepted by the CMA on [date];

(b) Abellio and its Subsidiaries (including AEML and GA) confirm that no breach of any of these Undertakings has occurred during the Relevant Period;

(c) Each of Abellio and its Subsidiaries (including AEML and GA) confirm that they have ensured that:

i. Each Advance Fare on the Norwich-Ely Flow does not exceed the value set out in paragraph 2.2;

ii. AEML provided to the DfT and the CMA an update on those Advance Fares, as set out in paragraph 2.3;

iv. Each Specified Unregulated Fare on the Thetford-Ely Flow does not exceed the value set out in paragraph 3.2;

v. GA provided a copy of the confirmation provided to the DfT to the CMA, as set out in paragraph 3.3;

vi. Abellio, AEML and GA provided to the DfT and the CMA an update on fares, as set out in paragraph 3.4;

vii. AEML has not departed from the business rules applied by the Franchise immediately prior to the Award in respect of the availability of Advance Fares on the Norwich-Ely Flow and on the Thetford-Ely Flow with the result of reducing the availability of Advance Fares relative to their availability under those rules, as set out in paragraph 4.1;

viii. AEML provided the DfT and the CMA with written confirmation that it has complied with its obligations as set out in paragraph 4.1.

(d) Abellio and its Subsidiaries (including AEML and GA) confirm that no action has been taken by them during the Relevant Period that might prejudice compliance with these Undertakings;

(e) Abellio and its Subsidiaries (including AEML and GA) remain in full compliance with these Undertakings and will continue to keep the CMA informed of any such information as the CMA may reasonably require for the purpose of monitoring or enforcing compliance with these Undertakings in accordance with paragraph 6.5 of these Undertakings.

Non-compliance

2. I confirm that details have been provided to the CMA of:

(a) Any incidences of non-compliance or breaches that have occurred during the Relevant Period, as notified to the CMA pursuant to paragraphs 6.5 and 6.6 of these Undertakings, and of the particular requirements of these Undertakings that have been breached;

(b) Steps taken to deal with the incidences and breaches described in paragraph 2.a above.

Interpretation

3. Terms defined in these Undertakings have the same meaning in this Compliance Statement.

FOR AND ON BEHALF OF ABELLIO, AEML, GA and their Subsidiaries

Signature

Name

Title

Date