

**From:** John Smith [mailto: [REDACTED]]  
**Sent:** 23 February 2013 8:13 PM  
**To:** Trippier, John  
**Subject:** Consultation: Real Time Train Information

To whom it may concern,

My view on this matter is that ATOC must be prevented from creating broad, over-reaching stipulations in their agreements for developers which are tantamount to a gagging clause:

*15.2. Either party shall be entitled to terminate the Agreement on notice without liability at any time if:*

...

*15.3.1. the Customer brings TISL, the TOCs or the passenger rail industry into disrepute*

In light of this, I would like the ORR to monitor the nature of the agreements that developers enter into with ATOC to ensure that they are fair and aren't such that it prevents developers from serving the public interest and public need (regardless of whether it brings the rail industry into disrepute or not).

I would strongly urge you to take into account the experiences of the ATOC Darwin licence which have been noted [here](#).[\*]

Yours faithfully,  
John Smith

[\*<https://mocko.org.uk/b/2013/02/22/you-cant-use-the-live-uk-train-data-without-accepting-a-gagging-clause/>]