

SCHEDULE 18 – ENABLING AGREEMENT FOR SOLUTION 1

ENABLING AGREEMENT

HM TREASURY GROUP

THIS ENABLING AGREEMENT is made on the **19th July 2019**

BETWEEN:

- (1) HM Treasury of **REDACTED** (the "**Customer**"); and
- (2) Thetrainline.com Limited (a company registered in England and Wales under company number **REDACTED** (the "**Supplier**") whose main or registered office is at **REDACTED**

together referred to as the "**Parties**" and is effective as of the Commencement Date for the Enabling Agreement.

WHEREAS:

RECITALS

- (A) The Customer wishes for the Supplier to provide an Online Rail Solution to the Customer under the centralised arrangements that the Authority has put in under the Commercial Agreement for purchasing such services by the Customer.
- (B) The Commercial Agreement referenced in Recital A above, Online Rail Solution was entered into between the Authority and the Supplier on 27th February 2018.
- (C) With reference to Recitals (A) and (B) above, the Customer wishes, and the Supplier has agreed to provide the Services in accordance with the terms and conditions of the Enabling Agreement.

NOW IT IS HEREBY AGREED as follows:

PART A

1A PART A PROVISIONS

1A1 Initial Commercial Agreement Period

1A1.1 The Enabling Agreement shall take effect on the Commencement Date of the Enabling Agreement and, subject to Clause 1A1.2 below, shall continue until the end of the Initial Commercial Agreement Period of the Commercial Agreement.

1A1.2 The Enabling Agreement shall continue:

- (a) until its expiry;
- (b) The Customer shall have the right at the end of the Initial Enabling Agreement Period to elect to extend this Enabling Agreement for one or more further periods, totalling no more than twelve (12) months in aggregate (each an “**Extension Period**”) on and from the expiry of the Initial Enabling Agreement Period by giving the Supplier not less than six (6) months’ written notice prior to the date of expiry of the Initial Enabling Agreement Period or the then existing Enabling Agreement Period (if previously extended), as applicable;
- (c) unless the Enabling Agreement is terminated in accordance with the terms of the Enabling Agreement provided always that such termination is escalated to the Authority and the Supplier for resolution in accordance with the Dispute Resolution Procedures in Schedule 14 (Governance) of the Commercial Agreement, as more particularly described in Clause A19.4 of the Commercial Agreement.

1A2 Beneficiaries – the Customer

1A2.1 The Supplier acknowledges and agrees that the rights and benefits of the Authority as set out in the Clauses of Part A of the Commercial Agreement, Schedule 20 (Security Requirements) and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) of the Commercial Agreement are not solely for the benefit of the Authority and will, where applicable, also be for the benefit of the Customer. Unless otherwise stated in the Enabling Agreement, the Customer will be a Third Party Beneficiary under the Commercial Agreement in respect of rights and benefits under the Clauses of Part A of the Commercial Agreement, Schedule 20 (Security Requirements) and Schedules 7 (Implementation Schedule) to Schedule 17 (Exit), as more particularly described in Clause A6 of the Commercial Agreement.

1A3 Beneficiaries – the Authority

1A3.1 The Customer and the Supplier agree that the Authority is a beneficiary under the Enabling Agreement and has a right to enforce the relevant terms of the Enabling Agreement in accordance with Clause B35.12 of the Commercial Agreement.

1A4 Performance of the Services

1A4.1 The Supplier shall provide the Services in accordance with the terms of the Enabling Agreement, including Schedule 1 (Definitions) to Schedule 4 (Pricing and Invoicing) and Schedule 6 (Staff Transfer and Pensions).

1A5 Termination and Dispute Resolution Procedure

1A5.1 Notwithstanding any other provision of the Enabling Agreement, the Parties agree that any termination right that either the Supplier and/or a Customer may wish to exercise under the Enabling Agreement, shall be escalated to the Authority and the Supplier for resolution in accordance with Dispute Resolution Procedure in Schedule 14 (Governance) of the Commercial Agreement. The Parties agree that the relevant Enabling Agreement cannot be terminated unless and until the Dispute Resolution Procedure is followed in accordance with this Clause 1A5.1 and Clause A19.4 of the Commercial Agreement.

1A5.2 Notwithstanding any other provision of the Enabling Agreement, in respect of all Disputes between the Customer and the Supplier that are being attempted to be resolved in accordance with the terms of the Enabling Agreement, if such Dispute has not been resolved by the end of the commercial negotiation phase under Clause 1C1.6 of the Enabling Agreement, such Dispute shall be escalated to the Authority and the Supplier for resolution in accordance with Dispute Resolution Procedure in Schedule 14 (Governance). For the avoidance of doubt, the escalation pursuant to this Clause A5.2 to the Authority and the Supplier under Schedule 14 (Governance) shall commence at the level beginning at paragraph 6.1(2) of Schedule 14 (Governance).

1A6 Consent of the Authority

1A6.1 The Parties agree that any changes that need to be made to the Enabling Agreement (including prior to its execution by the Parties) shall require the prior written approval of the Authority. Such prior written approval shall be in accordance with Schedule 16 (Variation of Commercial Agreement Form). Any amendment made in the Enabling Agreement or an attempt in the Enabling Agreement to amend the Commercial Agreement shall be void and of no effect unless such amendment has been made in accordance with this Clause 1A6.1.

1A6.2 The Customer and the Supplier shall inform the Authority in writing prior to entering into an Enabling Agreement. Such prior written approval shall be in accordance with Schedule 16 (Variation of Commercial Agreement Form).

1A6.3 The Customer and the Supplier shall not agree or incorporate any Special Requirements in Annex 1 (Special Requirements) without the prior written approval of the Authority. Such prior written approval shall be in accordance with Schedule 16 (Variation of Commercial Agreement Form).

1A7 Incorporation of the Clauses and Schedules of the Commercial Agreement into the Enabling Agreement

1A7.1 Part B and Part C of the Enabling Agreement sets out the terms and conditions dealing with which Clauses (or parts thereof) of the Commercial Agreement and which Schedules (or parts thereof) of the Commercial Agreement are incorporated into the Enabling Agreement.

PART B

1B PART B PROVISIONS

1B1 Incorporation of the Clauses of Part B of the Commercial Agreement

1B1.1 Save as otherwise set out in Part C below, from the Commencement Date of the Enabling Agreement, the Clauses of Part B of the Commercial Agreement are incorporated into this Part B of the Enabling Agreement.

1B2 Incorporation of Schedule 1 (Definitions) to Schedule 4 (Pricing and Invoicing) and Schedule 6 (Staff Transfer and Pensions)

1B2.1 Save as otherwise set out in Part C below, from the Commencement Date of the Enabling Agreement, Schedule 1 (Definitions) to Schedule 6 (Staff Transfer and Pensions) of the Commercial Agreement are incorporated into the Enabling Agreement as Schedule 1 (Definitions) to Schedule 6 (Staff Transfer and Pensions) of the Enabling Agreement.

1B3 Clauses of Part A of the Commercial Agreement, Schedule 20 (Security Requirements) and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) of the Commercial Agreement

1B3.1 Subject to Clause A2.1 of the Enabling Agreement, the Parties acknowledge and agree that the Clauses of Part A of the Commercial Agreement, Schedule 20 (Security Requirements), and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) are not incorporated into the Enabling Agreement.

PART C

1C PART C PROVISIONS

1C1 Changes to Clauses of Part B of the Commercial Agreement

1C1.1 Unless otherwise stated in this Part C, all references to “Authority” and “Commercial Agreement” in the Clauses of Part B of the Commercial Agreement or Schedule 1 (Definitions) of the Commercial Agreement shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, unless the context requires otherwise, be regarded as references to the “Customer” and “Enabling Agreement”, respectively.

- 1C1.2 Unless otherwise stated in this Part C, all references to “Customer” and “Enabling Agreement” in the Clauses of Part B of the Commercial Agreement or Schedule 1 (Definitions) of the Commercial Agreement shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, unless the context requires otherwise, be regarded as references to the “Authority” and “Commercial Agreement”, respectively.
- 1C1.3 Unless otherwise stated in this Part C, all references to “Enabling Agreements”, “any Enabling Agreements” or “an Enabling Agreement” in the Clauses of Part B of the Commercial Agreement or Schedule 1 (Definitions) of the Commercial Agreement shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, unless the context requires otherwise, be regarded as references to the “the Enabling Agreement”.
- 1C1.4 Unless otherwise stated in this Part C, all references to “Commencement Date” in the Clauses of Part B of the Commercial Agreement or Schedule 1 (Definitions) shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, unless the context requires otherwise, be regarded as references to the “Commencement Date” of the Enabling Agreement.
- 1C1.5 For the purposes of incorporation of Clause B35.12 (a) of the Commercial Agreement into the Enabling Agreement, it shall be deemed to include the Authority as a Third Party Beneficiary in respect of Clause A3 of the Enabling Agreement.
- 1C1.6 The Dispute Resolution Procedure for the Enabling Agreement is the same as the Dispute Resolution Procedure set out in paragraph 6 of Schedule 14 (Governance) of the Commercial Agreement save that if the Dispute between the Customer and the Supplier is not resolved after the commercial negotiations phase described in paragraph 6.2(1) Schedule 14 (Governance), the Parties will escalate such unresolved dispute to the Authority and the Supplier for resolution under the Dispute Resolution Procedure of the Commercial Agreement in accordance with Clause A5.2 of the Enabling Agreement and Clause A19.5 of the Commercial Agreement.
- 1C1.7 The following Clauses are incorporated into the Enabling Agreement in accordance with this Part C subject to the following terms:
- (a) the text in Clause B1.2(a)(ix) shall be replaced with: “any reference to the Enabling Agreement includes Schedule 1 (Definitions) to Schedule 4 (Pricing and Invoicing) and Schedule 6 (Staff Transfer and Pensions);”
 - (b) [NOT USED];

- (c) Clause B1.2(c) shall not be amended on incorporation into the Enabling Agreement;
- (d) Clause B2.1 (Key Personnel) shall not be amended on incorporation into the Enabling Agreement;
- (e) Clause B.2.2 (Supplier Personnel) shall not be amended on incorporation into the Enabling Agreement;
- (f) Clause B6.5(a) shall not be amended on incorporation into the Enabling Agreement except that “Commercial Agreement” shall be changed to “Commercial Agreement and the Enabling Agreement”;
- (g) Clause B6.5(c) shall not be amended on incorporation into the Enabling Agreement except that “Authority” shall be changed to “Authority and/or Customer”;
- (h) [NOT USED];
- (i) the text in Clause B7.2(d) shall be replaced with:

“The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the relevant Customer as a result of the Supplier’s failure to meet the Service Levels in accordance with Schedule 3 (Service Levels and Service Credits)”;
- (j) any reference to “Management Charge” in the text in Clause B8 (Variation Procedure) shall be changed to “Charges”;
- (k) a new Clause B8.1(e) shall be added to Clause B8 (Variation Procedure) which states:

“notwithstanding the provisions of this Clause B8 above, any variation of the Enabling Agreement is subject to the terms of Clause A6 (Consent of the Authority) of the Enabling Agreement,”
- (l) the text in Clause B17.2(k)) shall not be amended on incorporation into the Enabling Agreement;
- (m) Clauses B21 to B23 shall not be amended on incorporation into the Enabling Agreement;

1C2 Changes to Schedules 1 (Definitions) to Schedule 4 (Pricing & Invoicing)

1C2.1 N/A

Signed for and on behalf of the Customer, **HM Treasury Group**

By: **REDACTED** _____

Name: **REDACTED**

My position is **REDACTED** and I confirm that I have authority to sign this Enabling Agreement on behalf of **HM Treasury Group**.

Date:

Signed for and on behalf of Trainline.com Limited

By: **REDACTED** _____

Name: **REDACTED**

Title: _____

Date: _____

Annex 1 – Pick List

The Customer must provide the following information to the Supplier upon signing the Enabling Agreement, to assist the successful set up and implementation of this new account for Commercial Agreement RM6016.

Customer Name: - HM TREASURY GROUP

Names of all Departments / ALB's etc. that will be using this Enabling Agreement:

- **HM TREASURY**
- **DEBT MANAGEMENT OFFICE**
- **GOVERNMENT INTERNAL AUDIT AGENCY**
- **NATIONAL INFRASTRUCTURE COMMISSION**
- **OFFICE OF BUDGET RESPONSIBILITY**
- **UK GOVERNMENT INVESTMENTS**

Your Name: - REDACTED

<i>Key Customer Contacts for this Enabling Agreement</i>			
Name	Position	Telephone	Email
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED

Address

REDACTED

Billing Address (if different)

REDACTED

SECTION A - SERVICE REQUIREMENTS:

The Services required from Commercial Agreement Solution 1 are:-

To be bookable Online	Yes
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Rail	<input checked="" type="checkbox"/> Y
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Insert here any non-mandatory online requirements from Schedule 2 which you would like to discuss with the Supplier during Implementation:

SECTION B – PAYMENT OPTIONS REQUIREMENTS:

Payment Options :	<input type="checkbox"/> Consolidated invoice accounts, for example 10 or 30 days
Invoicing Options :	<input type="checkbox"/> Monthly Consolidated Invoice - 30 Day Settlement Terms

SECTION C - TRAVEL POLICY & PROCESS REQUIREMENTS:

The Customer must provide contact details of the individual/s that are to receive the agreed invoice (if applicable). The Supplier shall email all invoices. Please complete the table below.

Email Address	Finance Contact Name	Telephone Number
REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED

The Customer must list all mandatory cost codes, purchase order numbers or any other codes that need capturing: **Please complete the table below.**

Code Fields title: (e.g. Cost Centre, PO Number etc.)	Mandatory Field: (Yes/No)	Format: (e.g. Validation table, Mask, Drop down). <i>*Please also provide any list of codes.</i>	Shown on Invoice?	Additional comments:
Cost Centre	Y	Drop Down	Y	
Department	Y	Drop Down	Y	
Project Code	N	Drop Down	Y	

Online Booking System Policy Configuration Access	Customer Response
Do you have any other reason codes than listed in Schedule 2?	REDACTED
If Yes, please specify:	REDACTED
Do you have any policies on class of rail travel?	REDACTED
If Yes, please specify:	REDACTED
Do you have a preferred default method for rail ticket fulfilment?	REDACTED

If Yes, please specify:	REDACTED
Do you wish to purchase or lease desktop or kiosk printers?	REDACTED
If Yes, please specify: i.e. The number, type, whether purchases or leased and location of the printers.	REDACTED
Do you require maintenance contracts associated with either purchased, leased or Customer owned ticket printers?	REDACTED
If Yes, please specify:	REDACTED
Do you require pre-trip authorisation?	REDACTED
If Yes, please specify:	REDACTED

Do you require the facility to book valuable or sensitive items on rail bookings?	REDACTED
If Yes, please specify:	REDACTED
Have you provided a copy of your Travel Policy?	REDACTED
Any other policy requirements? If Yes, please specify:	REDACTED
Any other special booking requirements? If Yes, please specify:	REDACTED

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ANNEX 2 Customer Bespoke Service Requirements

Dual place of work options – being able to report on/identify taxable journeys to process through payroll.

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ANNEX 3 Customer-Level Go Live Implementation Plan

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ANNEX 4 Reporting

1. Accurate, timely and comprehensive Management Information (MI) will be required by the Customer to effectively manage the Enabling Agreement.
2. In accordance with Schedule 13 (Management Information), the Supplier shall provide the following MI reports to the Customer:
 - 2.1. Information as in the embedded document



Example Trainline
Reporting Pack.xls

3. N/A – Reporting per 2.1 of Annex 4
4. In addition to the MI reports and information set out above in this Schedule, the Customer and the Supplier agree that the Supplier shall provide the following MI

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reports and information to the Customer (templates to be provided by the Authority following award of the Commercial Agreement):

ANNEX 5 – Key Personnel

1. General

1.1. The Supplier has assigned the following Key Personnel to the Enabling Agreement in the Key Roles detailed below:

Key Role	Key Personnel
REDACTED	REDACTED
REDACTED	REDACTED

ANNEX 6 Transferring Employees N/A