

SCHEDULE 18 - ENABLING AGREEMENT FOR SOLUTION 4
ENABLING AGREEMENT
HIGH SPEED TWO (HS2) LIMITED

THIS ENABLING AGREEMENT is made the 1st day of July 2019

BETWEEN:

- (1) High Speed Two (HS2) Limited of REDACTED (the "Customer"); and
- (2) Corporate Travel Management (North) Ltd (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 Offline and Online Travel Solutions 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 for the Services 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

IA PART A PROVISIONS

IAI Initial Enabling Agreement Period

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

IAI.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

IA2.1 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 5 (Security Requirements), Schedule 22 (Business Continuity and Disaster Recovery) 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 5 (Security Requirement), and Schedules 7 (Implementation Schedule) to Schedule 17 (Exit), as more particularly described in Clause A6 of the Commercial Agreement.

IA3 Beneficiaries — the Authority

IA3.1 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

IA4.1 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).

IA5 Termination and Dispute Resolution Procedure

IA5.1 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 IA5.1 and Clause A 19.4 of the Commercial Agreement.

IA5.2 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 ICI.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).

IA6 Consent of the Authority

IA6.1 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 A 16.1.

IA6.2 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).

IA6.3 The Customer and the Supplier shall not agree or incorporate any Special Requirements in Annex 2 (Customer Bespoke Service 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).

IA7 Incorporation of the Clauses and Schedules of the Commercial Agreement into the Enabling Agreement

IA7.1 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

IBI Incorporation of the Clauses of Part B of the Commercial Agreement

IBI.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.

1 B2 Incorporation of Schedule I (Definitions) to Schedule 6 (Staff Transfer and Pensions)

182.1 Save as otherwise set out in Part C below, from the Commencement Date of the Enabling Agreement, Schedule I (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 5 (Security

1B3.1 Requirements) and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) of the Commercial Agreement

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 5 (Security Requirements), and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) are not incorporated into the Enabling Agreement.

PART C

PART C PROVISIONS

c ICI Changes to Clauses of Part B of the Commercial Agreement

ICI.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 I (Definitions) of the Commercial Agreement shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, be regarded as references to the "Customer" and "Enabling Agreement", respectively.

ICI.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 I (Definitions) of the Commercial Agreement shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, be regarded as references to the "Authority" and "Commercial Agreement", respectively.

ICI.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, be regarded as references to the "the Enabling Agreement".

ICI.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 I (Definitions) shall, as incorporated into the Enabling Agreement in accordance with the Clauses in Part B of the Enabling Agreement, be regarded as references to the "Commencement Date" of the Enabling Agreement.

ICI.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.

ICI.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 A 19.5 of the Commercial Agreement.

ICI.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 BI 7.2(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;

IC2 Changes to Schedules 1 (Definitions) to Schedule 4 (Pricing & Invoicing) and Schedule 6 (Staff Transfer and Pensions) HS2

IC2.1 [NOT USED]

Signed for and on behalf of the Customer, Speed (HS2) Ltd

By: Name:

REDACTED

REDACTED

My position is Procurement Operations

Director and I confirm that I have authority to sign this Enabling Agreement on behalf of High Speed Two (HS2) Limited.

Date:

REDACTED

Signed for and on behalf Corporate Travel Management (North) Ltd

By: REDACTED

Name: REDACTED

Title: REDACTED

Date: REDACTED

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: - High Speed Two (HS2) Limited

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

High Speed Two (HS2) Limited only

Key Customer Contacts for this Enabling Agreement			
Name	Position	Telephone	Email
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED
REDACTED	REDACTED	REDACTED	REDACTED

Customer address, including postcode

High Speed Two (HS2) Limited, REDACTED

Billing Address (if different)

High Speed Two (HS2) Limited, REDACTED

SECTION A - SERVICE REQUIREMENTS:

The Services required from Commercial Agreement Solution 4 are:-

To be bookable Online	Yes	No	Later
Rail			
Air			
Accommodation			
Eurostar			
International Vehicle Hire (Authority approval required)			
To be bookable Offline	Yes	No	Later
Rail			
Air			
Accommodation			
Eurostar			
Group accommodation			
Long stay accommodation			

International Vehicle Hire (Authority approval required)			
Airport, train station, port parking			
Group Booking Service (with individual PNR)			
Group Booking Service (without individual PNR)			
Season Tickets			
Transport for London bookings (including Oyster cards)			
Rail warrant bookings			
Meet and Greet Service			
Book for third party travellers			
Visa, passport, currency			
Coach or bus tickets			
Coach hire with driver			
Ferry Bookings			
Taxi Bookings			
Executive Services			
Air charter			

Special assistance for exceptional circumstances, e.g. escorted travellers, unaccompanied minors or an accompanied traveller			
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service requirement for visually impaired travellers			
Travel Service Implants			
Additional Requirements as per paragraph 17 of Schedule 2 (please specify below)			
Any other services: <ul style="list-style-type: none"> • Emergency Support for Travellers 			

Insert here any non-mandatory online and/or offline requirements from Schedule 2 as well as any requirements under Paragraph 17 of Schedule 2 which you would like to discuss with the Supplier during Implementation:

SECTION B - PAYMENT OPTIONS REQUIREMENTS:

Pricing Option	L) A — Booking Service Fee Model
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<p>Payment Options :</p>	<p>Consolidated invoice accounts, for example 10 or 30 days</p>
<p>Invoicing Options .</p>	<p>Monthly Consolidated Invoice - 30 Day Settlement Terms</p>
<p>Returned Commissions .</p>	<p>N/A</p>

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
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). *Please also provide any list of codes.	Shown on Invoice?	Additional comments:
Purchase Order Number	Yes	One PO number to cover a set length of time will be provided	Yes	To enable us to three way match the invoice

Cost Centre	Yes	Validation table	Yes	Shows which budget to charge the travel to
Category Code	Yes	Validation table	Yes	Shows which category to charge the travel to

Online Booking System Policy Configuration and Offline Service(s) Access	Customer Response
Do you have any other reason codes than listed in Schedule	No
If Yes, please specify:	
Do you have any policies on class of rail travel?	Yes
If Yes, please specify:	First class must be switched off. UK and overseas rail travel must be standard class, unless a sleeper booking or there are special requirements for disability, pregnancy etc.
Do you have a preferred default method for rail ticket fulfilment?	No Though please note during 2019 we will wish to default to Smartcard delivery.

If Yes, please specify:	Customer onsite Printer (own) Customer onsite Printer (New/Suppliers) <input type="checkbox"/> Ticket on Departure <input type="checkbox"/> First Class Post <input type="checkbox"/> Second Class Post <input type="checkbox"/> Print at Home/Self Print <input type="checkbox"/> Collection at Station Window <input type="checkbox"/> Recorded or Special Delivery Post <input type="checkbox"/> Courier Service Smartcard / Bar Code / Smart Phone Application Other
Do you wish to purchase or lease desktop or kiosk printers?	HS2 Ltd currently require 3 ticket printing machines for 3 of its offices.
If Yes, please specify: i.e. The number, type, whether purchases or leased and location of the printers.	3 x rail ticket printers.
Do you require maintenance contracts associated with either purchased, leased or Customer Owned ticket printers?	No
If Yes, please specify:	
Do you have any policies on class of air travel?	Yes
If Yes, please specify: e.g. do not display / provide first class air fares	All air travel less than 8 hours must be economy class, apart from in exceptional circumstances for disability, pregnancy or rapid response travel. Air travel for longer than 8 hours can be economy, premium economy or business class. No First Class.

	Flights over REDACTED must be blocked.
Do you have any policies on flight duration? If Yes, please specify below*	Yes
Do you have any policies on accommodation? If Yes, please specify below**	Yes Maximum of: REDACTED
Do you want the Supplier to operate a rate cap management policy? ***	Yes
If Yes, please specify:	If a hotel is within the Accommodation cap below, code green and allow the booking. If a hotel is above the accommodation cap, code amber. Allow the booking, but the booker must supply a reason for exceeding the cap, from the list in Schedule 2. The reasons must be included in the MI provided to HS2. Hotels above REDACTED must be blocked.
Do you require the exclusion of sale of certain routes or airlines? Locations or accommodation providers?	Yes
If Yes, please explain the reasons behind such exclusion:	Please exclude any accommodation offered by Air B'n'B or similar unregulated provider, on the grounds of health and safety.
Do you require pre-trip authorisation?	Ideally we would like a line manager preauthorisation via an automated on system online approval.

<p>If Yes, please specify:</p>	<p>If the above is not possible then, we do not require bookings to be blocked pending authorisation, but there must be a mandatory field for completion on each booking, where</p>
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	the booker confirms they have their line manager's consent to travel
Do you require a bespoke automated attendant model and/or interactive voice response telephone script?	No
If Yes, please specify:	
Do you require the facility to book valuable or sensitive items on flight or rail bookings?	No
If Yes, please specify:	N/a
Do you require the facility for offline bookings to be made without the need to create or store permanent traveller profile?	No
If Yes, please specify:	N/a
Have you provided a copy of your Travel Policy?	Included as Annex 7 of this enabling agreement. As and when this policy is updated, HS2 Ltd will provide an up to date version.
Do you need to update the list of cost centre codes, employee numbers, GL strings, Project Codes or WPS numbers more than 12 times per year?	No
Any other policy requirements? If Yes, please specify:	

Any other special booking requirements? If Yes, please specify:	
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Flight Duration Policy*

Flight Duration in hours	Class of Travel Permitted	Comments:
8 or less	Economy	Do not block any fares — there are limited exceptions to this.
Over 8	Economy Premium Economy Business	Do not block any fares — there are limited exceptions to this. However, any first class flight must be blocked.

Accommodation Spend Limits**

Location:	Accommodation cap/Amber Policy	Cut off cap/Red Policy (if applicable)	Comments:
London	REDACTED		
Outside of London	REDACTED		
Other major cities (up to 5)			

Rate Cap Management Policy***

An example policy may be to use a Green, Amber and Red approach as above. Please note use of a Red policy may restrict people booking hotels when prices fluctuate.

- 1.Green — Anything under the hotel policy cap is within policy and can be booked
2. Amber — Anything over the hotel policy cap can be booked, but the booker will have to provide a reason code to explain why they are booking over an agreed rate.
3. Red- Anything over the cut-off cap will be restricted and cannot be booked.

ANNEX 2 — Customer Bespoke Service Requirements

1. At paragraph 5.9 of Schedule 2, the following High Speed Two Limited employees shall be super users of the Online Booking System:
 - a. REDACTED
 - b. REDACTED
 - c. REDACTED
 - d. REDACTED

All other users shall have permission to book travel for themselves, their colleagues and guest travellers. For the avoidance of doubt, special authorisation to book out of policy travel is NOT required at High Speed Two, and the above people should NOT be listed as authorisers for this.

2. At paragraph 5.12, please see Appendix B — Statement of Requirements for details of the required training on the Supplier's system.
3. At paragraph 5.13, we will require access to any available tool for the use of the Online Booking System via smartphones.
4. At paragraph 6.6.5 of Schedule 2, we do not require the facility to upload traveller profiles by CSV or direct integrated data feed.
5. At paragraph 6.7 of Schedule 2, our process for deleting inactive profiles is that the Supplier shall inform the super users of any profiles that have not been used for 13 months or more. We expect to receive notification emails once every three months. The Supplier shall only delete said profiles on receiving written instructions from a super user.
6. At paragraph 6.8 of Schedule 2, we would like (if possible) pre-trip approval through the Supplier's Online Booking Tool. If not available, then there must be a facility for travellers to indicate that prior approval has been obtained from their line manager. Confirmation of this must be a mandatory requirement for booking, and the traveller's response must be captured in the Management Information.
7. At paragraph 6.8.19 of Schedule 2, we do not require any fares to be hidden from travellers.
8. At paragraphs 6.825 and 6.826 of Schedule 2, we confirm that we would like the ability to see price comparisons between travel modes, and maps/directions for accommodation bookings, should these become available.
9. At paragraph 6.12.11 of Schedule 2, we confirm that we would like the ability to make season ticket bookings.

10. At paragraph 6.13.8 of Schedule 2, we confirm that we require the ability to book accommodation in remote areas, principally the Highlands and Islands of Scotland.
11. At paragraph 6.13.15 of Schedule 2, we confirm that we require the facility to minimise instances of hotels informing travellers that their billback has not been adequately set up.
12. At paragraphs 8.4.2 and 8.4.3 of Schedule 2, we confirm we do not need either of these non-mandatory requirements.
13. At paragraph 12.7 of Schedule 2, we confirm we do not require any other complaints process than that listed.
14. At paragraph 17.3 of Schedule 2, we will require the Supplier to contact third party suppliers with specific requirements.
15. At paragraph 17.4 of Schedule 2, we will require the ability to set up profiles for Travellers with non-UK passports.
16. At paragraph 17.8 of Schedule 2, we do not require separate information on complex flights.
17. At paragraphs 17.9 and 17.10 of Schedule 2, we would like notification of taxable bookings.
18. At paragraph 17.10.1 of Schedule 2, we do not require special support for compassionate journeys.
19. We confirm that we do not require any of the services listed at paragraphs 17.11 — 17.15 of Schedule 2 inclusive.
20. At paragraph 18 of Schedule 2, we require a service to support passport and visa applications, but not for the purchase of currency.
21. We confirm that we require all services under paragraph 19 of Schedule 2.
22. At paragraph 20 of Schedule 2, we require the ability to hire a coach with a driver and to buy and top up Oyster cards only.
23. At paragraph 21 of Schedule 2, we do require the ability to make ferry bookings.
24. At paragraph 22 of Schedule 2, we do require the ability to book taxis.
25. At paragraph 23 of Schedule 2, we do not require executive services.
26. At paragraph 24 of Schedule 2, we do not require the feedback facility.

ANNEX 2a — Specification of Requirements, tenders for Further Competition.

1.DEFINITIONS

Expression or Acronym	Definition
AAI B	means the Air Accident Investigation Branch.
Account Manager	means the person appointed by the Supplier to manage the performance of these Enabling Agreements as it affects one or more DfT Agency(ies), and the Supplier's relationship with the Agency(ies) concerned.
CCS	means the Crown Commercial Service.
Contract Manager	As used in this document, this means a person appointed by one of the DfT's Agencies to manage the performance of their Enabling Agreement and the Agency's relationship with the Supplier.
"Core Working Hours"	means the following Solution 4 -For Rail & Air: 08:00 18:00 GMT (or BST as appropriate) <u>and for Accommodation: 08:00 - 20:00 GMT (or BST as appropriate) Monday to Friday including UK public holidays.</u>
Deputy Account Manager	means the person appointed by the Supplier to undertake the duties of an Account Manager, in that Account Manager's absence.
DfT	means the Department for Transport as a whole, including all Agencies and Arm's Length Bodies listed in paragraph 2.3. Where the context requires, it may also refer just to those parts of the Department participating in this further-competition.
PSTVS	means the Public Sector Travel and Venue Solutions agreement.
	means Transport Focus.
TOC	means Train Operating Company.
Upheld complaints	Means a confirmed/supported complaint
Working Day	Means Monday to Friday

2. BACKGROUND TO THE REQUIREMENT

The Department for Transport (DfT), along with most of its Agencies and Arm's Length Bodies, currently uses the Crown Travel and Venue Services agreement for its travel and meetings management needs. That agreement came to an end on 10 August 2018 and the DfT are receiving travel services from our incumbent suppliers under the Termination Assistance arrangements. Wishing to continue using the Crown Commercial Service (CCS) agreement the DfT considered our options under the Public Sector Travel and Venue Services Commercial Agreement. This further-competition is being run on behalf of the central Department and some of our Agencies as part of the travel procurement strategy.

The DfT has a category management structure in place for business travel and meetings. The category is managed by the Maritime and Coastguard Agency on behalf of the following organisations:

- Air Accident Investigation Branch (AAIB);
- Department for Transport Centre (DfTC);
- Driver and Vehicle Licensing Agency (DVLA);
- Driver and Vehicle Standards Agency (DVSA);
- High Speed Two Limited (HS2);
- Highways England Limited (HE);
- Marine Accident Investigation Branch (MAB);
- Maritime and Coastguard Agency (MCA);
- Office of Rail and Road (ORR)¹
- Rail Accident Investigation Branch (RAIB);
- Transport Focus (TF);
- Vehicle Certification Agency (VCA).

However, there is wide variation in the travel required across the DfT. The primary difference is in the frequency with which Agencies require a full-service travel management solution (including offline, out of hours, and complex international travel). For this reason, the Department has been split for the last three years between two business travel suppliers, with each Agency choosing the agreement that best reflected their needs.

Under the new Enabling Agreements this split may continue, and only those Agencies with a relatively frequent requirement for high-touch bespoke services (10% or more of their transactions) are participating in this further-competition. The further competition is being run on behalf of:

- AAIB;
- orrc;
- HS2;
- MAIB,
- MCA;
- RAIB;
- VCA.

¹ The ORR is not part of the DfT, but is an independent non-ministerial Department. As

the DfT works closely with the ORR we have joined forces to improve our management of travel and meetings.

It is expected that each of the Agencies mentioned above will enter into separate enabling agreements as part of this further competition process. Although the above Agencies are expected to utilise the Enabling Agreements that are established as part of this further competition process, the DfT reserves the right to partially award the Enabling Agreements, should an individual Agency decide they no longer want to be part of the process.

The DfT's strategic priorities for the management of its travel and meetings category are set out below. These apply across the whole DfT, but the priorities marked with an asterisk are particularly important to the Agencies participating in this further competition.

- Reduce the amount of business travel undertaken by Departmental staff*²
 - Ensure compliance with the Department's duty of care responsibilities to its travellers, especially when they go overseas* ;
- Deliver cash savings year-on-year through the business travel agreement; ● Promote use of the PSTVS agreement, in particular by ensuring it is easy for travellers to access and any complex requirements can be dealt with expeditiously*;
- Improve compliance to the Departmental travel policy;
- Improve compliance with best practice booking techniques (e.g. booking in advance);
- Promote the use of smartcards for rail ticket fulfilment, so far as they are available in the industry*;
- Reduce the amount of CO₂ produced through the DfT's business travel.

BACKGROUND TO THE CUSTOMER

The Department for Transport and its Agencies employ around 18,245 staff and 354 non-payroll staff, who work in locations across the country. In addition, there are approximately 3,500 volunteer Coastguard Rescue Officers in the MCA. The DfT works with our agencies and partners to support the transport network that helps the UK's businesses and gets people and goods travelling around the country. The Department plans and invests in transport infrastructure to keep the UK on the move.

DfT are responsible for:

- providing policy, guidance, and funding to English local authorities to help them run and maintain their road networks, improve passenger and freight travel, and develop new major transport schemes; ● investing in, maintaining and operating around 4,300 miles of the motorway and trunk road network in England through Highways England; ● setting the strategic direction for the rail industry in England and Wales — funding investment in infrastructure through Network Rail, awarding and managing rail franchises, and regulating rail fares; ● improving English bus services through funding and regulation;
- working to make our roads less congested and polluted by promoting lower carbon transport, including cycling and walking; ● encouraging the use of new technology such as smart ticketing and low carbon vehicles;

² Applies to administrative travel only (as opposed to operational). Also, the VCA and CRI do not prioritise travel reductions, as for them increased travel often means an increased surplus.

- maintaining high standards of safety and security in transport;
- supporting the maritime sector by producing the overall strategy and planning policy for ports in England and Wales; ● setting national aviation policy, working with airlines, airports, the Civil Aviation Authority and NATS (the UK's air traffic service).

Our priorities are:

- boosting economic growth and opportunity; ● building a One Nation Britain;
- improving journeys;
- safe, secure and sustainable transport.

RAIL REQUIREMENTS

The has a requirement for all services listed in the 'Rail' section of Schedule 2 to Solution 4 of the Commercial Agreement, however requirement 14a in Appendix E Cost Model , 'Customer Specified Courier Delivery' shall be optional, as it is not currently used by any Agency of the DfT. In addition, it is anticipated that offline transactions for rail will be rare — please see Appendix E Cost Model Pricing for an indication of historic volumes.

The DfT's main aspirations for the management of rail travel are:

To promote adherence to best practice booking techniques, in particular booking in advance and the use of less expensive ticket types (e.g. Advance, Off Peak). It is therefore vital that all ticket types available at time of booking are visible on the Supplier's Online Booking System or offered to the booker via the Offline Service. In addition, where the least expensive travel option is not selected, the booker must be prompted to give a reason, and said reason must be included in the Management Information supplied to the DfT. For the avoidance of doubt, this is additional to the requirement to report out of policy bookings.

To promote the use of smartcards for rail ticket fulfilment, so far as they are available in the industry. This is part of a wider DfT initiative to make smartcards interoperable and promote them to the travelling public. In support of this the Supplier must:

- Ensure that their Online Booking System and Offline Service are able to deliver rail tickets to smartcards from the start of the Enabling Agreement, where the traveller has one and buys a ticket valid for smartcard delivery.
 - Ensure that smartcards become the DfT's default ticket fulfilment option from the date they become interoperable nationally.
 - Before that time the Online Booking System must provide a mechanism for travellers to apply for smartcards (for instance by linking out to the application form on a TOC's website).
 - Support with more specific initiatives to promote smartcard use (e.g. communication campaigns) may be requested, and will be discussed with the successful Supplier after the Enabling Agreements have been awarded.
-

TICKET PRINTERS

There is no requirement for the Supplier to provide or maintain ticket printers under this Solution. However, the following ticket fulfilment options will be required:

- Delivery to rail smartcards (please see also section 4 above);
- TOD;
- Delivery by first class post;
- Next-day Special Delivery;
- The option to print tickets to desktop or kiosk printers owned or leased by some Agencies, for example HS2

AIR REQUIREMENTS

The DfT has a requirement for all air booking, cancellation, amendment and refund services listed in the 'Air' section of Schedule 2 Part B of Solution 4 Offline and Online Travel Solutions. Please see Appendix E Cost Model Pricing for an indication of historic volumes.

The department's main aspiration for the management of air travel is to reduce the volume of domestic (UK) flights undertaken, especially for administrative purposes. In support of this, DfT require the Supplier to advise on the following for domestic flights:

- Numbers and details of journeys where more than one person appears to have made the same trip;
- Options for modal shift to rail/ferry, where this will not result in excessively higher prices or longer journeys;
- Technological options to encourage travellers not to book domestic flights at point of booking (e.g. suggestions for modal shift, promotion of teleconferencing etc).

EUROSTAR/FERRY REQUIREMENTS

The DfT has a requirement for the following Services Line items as listed in Appendix E Cost Model Pricing:

- 74a — Ferry booking during core hours;
- 75a — Ferry booking outside core hours;
- 52a — 59a inclusive — all booking, amendment, cancellation and refund services for Eurostar;
- DfT may also require amendment, cancellation and refund services for ferries, which do not appear in Annex 2 to Schedule 4 of the Commercial Agreement.

Please see Annex A for an indication of historic volumes for these requirements.

CAR HIRE REQUIREMENTS

The DfT may have a small requirement for service 73a — car hire booking and billback, as listed in Annex 2 to Schedule 4 of the Commercial Agreement. However, the need for this is likely to be rare, and primarily to occur when the vehicle is hired as part of a multi-mode booking. In other circumstances DfT encourages bookers to go direct to our supplier under the CCS vehicle hire framework. Should there be a need for vehicles to be hired under this Solution it

is expected that the Supplier use the CCS framework number RM1062 — Vehicle Hire Services to fulfil the requirement.

Please see Appendix E for an indication of historic vehicle hire volumes through the travel contract. Please note that this excludes those vehicles hired directly through framework RM1062.

TAXI BOOKINGS

The Supplier shall provide a service where possible for the Customer to make minicab car / taxi bookings for a single Traveller or multiple Travellers. The Supplier shall notify the Booker where there are taxi-sharing opportunities at the time of booking to assist with best value for money decisions. The process will be agreed with the Customer(s) at Implementation and Go live stage.

The Supplier shall take overall responsibility for ensuring that all third party providers that they engage under this Commercial Agreement are compliant with the current and future legislation pertaining to all services, including but not limited to minicab / taxi booking services.

ADDITIONAL SERVICE REQUIREMENTS

The DfT has a requirement for all services in the 'Additional Services' section of Schedule 2 Part B of Solution 4 Offline and Online Travel; Solutions, that have not been previously mentioned, apart from the following line item's in the Appendix E Cost Model Pricing:

- 7 la — Meet and Greet service; • 80a — Coach and Bus Ticket booking; • 81a — Currency Service.

Suppliers should also be aware of some specialist requirements specific to the DfT Agencies participating in this further-competition. These are:

- The Maritime and Coastguard Agency and the Marine Accident's Investigation Branch requirement for certain staff to carry their own lifejackets onto aircraft, when travelling to work on a ship. Said lifejackets contain compressed gas.
- The requirement for accident investigators working for the AAIB, MAIB and/or RAB to carry the evidence from crash sites onto aircraft, when travelling back from the scene of an accident. This evidence is often required to be carried in the cabin of the aircraft - not the hold — for security reasons, and can sometimes take unusual forms. For example, it has been known for investigators to book seats on planes in the name of a recording device (black box) from a crashed aircraft/sunken ship, so that the black box can ride in the aircraft cabin with them in its own seat.

The importance of retaining the ability to carry these items onto aircraft to the operational efficacy of the Agencies concerned, cannot be overstated. In the vast majority of cases if an airline refuses to carry the lifejacket or evidence, the staff member will not travel either; in the interest of their own safety or the integrity of their investigation. This applies even if the refusal to carry occurs at the departure gate.

Finally, the Supplier must provide a service to support travellers caught up in emergency situations (e.g. terrorist attacks, travel bans, inclement weather conditions). This should include:

- A means of quickly identifying DfT travellers in the vicinity of any such emergency;
- A means of contacting both the travellers and the DfT Agency(ies) on whose behalf they are travelling;
- A service to repatriate any affected travellers, or move them to a safe area, as quickly as possible.

The traveller(s) and their employing Agency(ies) must be kept informed of progress toward repatriation/removal to a safe area at regular intervals as long as DfT travellers remain in the vicinity of an emergency situation.

OFFLINE	SERVICE	REQUIREMENTS
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The DfT requires an Offline Service to be available 24/7, 365 days a year (or 366 days in a leap year). This must cover all services provided to the DfT under this Solution as set out above, and also the provision of emergency support to stranded travellers. The Offline Service is most likely to be required in the following situations:

- A traveller making a complex international flight booking;
- A traveller making a complex international multi modal booking;
- A traveller making a booking requiring specialist support, either for illness/disability or as set out at section 9.2 above;
- A traveller making a group booking, or one for which no online service is available;
- A rapid response traveller making a booking, cancellation or amendment. Rapid response travellers require very urgent, and sometimes complex travel. They are usually accident investigators working for the AAIB, MAB or RAIB; but some parts of the MCA also use this service.

Please see Annex A for indicative historic volumes of offline bookings.

In most cases, it is expected that the DfT Travel Policy (attached as Annex B) will be followed by all business travellers, regardless of the type of travel or how their booking is made. However, there is a derogation for rapid response travellers, where the need to travel quickly outweighs all other considerations but the traveller's own health and safety. These travellers must still follow the Travel Policy if possible, but if a policycompliant mode of transport cannot be found immediately they are authorised to use a non-compliant one. This could, for instance, include the booking of first-class rail and air tickets. This rapid response derogation applies to:

- Investigators employed by the AAIB, RAIB or MAB who are travelling to conduct an investigation;
 - The MCA's Enforcement team when travelling in direct response to a suspected breach of maritime law;
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- The MCA's Counter Pollution Team when travelling in response to a pollution incident.

The above derogation aside, the DfT's top priorities for the Offline Service are availability; accessibility; and service levels. The DfT have worked over the past several years to ensure that as many transactions as possible are made online, with the result that unnecessary offline bookings are now unusual. Should the successful Supplier believe that the Offline Service is being used unnecessarily or inappropriately, they are encouraged to discuss this with the Contract Manager for the Agency concerned. However, Supplier staff should not do any of the following during a phone call with a booker or traveller:

- Encourage them to use the Online Booking System or insist that they make the transaction online;
- Query the need to book or travel outside Core Hours (08:00 — 18:00);
- Query the need to book out of policy travel if the caller makes it known that they are travelling for rapid response;
- Refuse to make the booking unless special authorisation is received — this is never required pre-trip at the DfT, even for out of policy bookings.

The DfT also expects that over the course of these Enabling Agreements, Supplier's staff will develop an understanding of the DfT's travel patterns and the business priorities of travellers, such that the Offline Service operates smoothly for both parties. This includes (but is not necessarily limited to) staff becoming aware of such issues as:

- The need for specialist services as set out at section 9.2 above;
- The need for rapid response travellers to travel quickly;
- The need to prioritise the lowest whole trip cost over the cheapest individual ticket or room rate, especially where travel is being recharged to the DTs customers.

CONTRACT/ACCOUNT MANAGEMENT

Contacts

The Supplier must appoint an Account Manager and Deputy Account Manager for each Agency involved in this further-competition. For the avoidance of doubt, the same Account Manager and Deputy Account Manager may be appointed for more than one Agency.

The Account Manager (and if necessary, the Deputy Account Manager) must be available to meet with the Contract Manager from each Agency on a quarterly basis, during normal office hours and on reasonable notice, to discuss the performance of the Enabling Agreement and any savings or improvement initiatives. Where more than one Agency shares the same Account Manager and Deputy Account Manager, arrangements may be made to combine these meetings, subject to the agreement of the Contract Managers concerned.

The Account Manager and Deputy Account Manager appointed to work with the Maritime and Coastguard Agency should be aware that they are the category leads

for the DfT as a whole, and will wish to discuss overall Departmental travel patterns and Enabling Agreement performance as well as their own.

The Drr requires the Supplier to provide a sufficient level of resource throughout the duration of these Enabling Agreements in order to consistently deliver a quality service to all Parties.

Supplier's staff assigned to these Enabling Agreements shall have the relevant qualifications and experience to deliver it.

The Supplier shall ensure that staff understand the Dff's vision and objectives and will provide excellent customer service to the DfT throughout the duration of the Enabling Agreement.

Brexit Support — The successful supplier should be able to support the department through any emerging Brexit situations and work with them to ensure that it does not impact the service

Communications Support — this should include any internal customer campaigns and reference to internal travel policies, for example

Reporting

The DfT will have access to all Management Information supplied to CCS by the Supplier (as set out in Appendix D to Schedule 21 of the Commercial Agreement), DfT will also require the following customer-specific fields:

- For all travel types, the reason why the lowest fare was not chosen (in addition to the reason for any out of policy bookings). Reasons should be as listed in Annex 3 Schedule 2 Part B of Solution 4 Offline and Online Travel Solutions;
- For all travel types, a field showing confirmation that the traveller's line manager has approved the booking.
- Respond in the appropriate timescales to Freedom of Information Requests (FOIA) from Government Departments
- Respond in the appropriate timescales for information to Parliamentary Questions (PQ's) from Government Departments

The DFT will require a report on Offline bookings, citing reasons as well to identify any abuses to the services that are offered under this Agreement.

The DFT require a report on all Complaints and Escalations.

12.2.3.1. The Supplier shall report on a quarterly basis on:

- Numbers of complaints/issues raised in the relevant quarter;
 - Complaints/issues received as a percentage of bookings in the relevant quarter;
 - Percentage of complaints/issues resolved within the target timeframes as set out above;
-

- Percentage of complaints/issues escalated to the Account Manager and Contract Manager for resolution.

The DfT require a report on Sustainability, the report shall cover the following;

- Reporting on the carbon footprint of the Department's business travel. The Supplier shall supply a quarterly report, broken down by Agency, with details of the following:
 - Number of flights undertaken in the previous quarter, with distance travelled and CO2 emissions produced;
 - Number of train journeys undertaken in the previous quarter, with distance travelled and CO2 emissions produced;
 - Number of domestic (UK) flights undertaken in the previous quarter;
 - Number of taxi and hire car journeys undertaken in the previous quarter, with distance travelled and CO2 emissions produced.
- Reduction of domestic (UK) flights undertaken, as set out at section 6.2 above.
- Promotion of the DfT's main Social Value priority, which is to improve the skills of the UK workforce in the transport sector. Suppliers must indicate what steps they would take in support of this goal.

The DfT require a KPI report to be provided as agreed upon award.

The DfT will not require any regular initiative reports or lost opportunity reports, but the Department and/or individual Agencies may request reports and assistance from the Supplier on an ad-hoc basis in support of internal improvement initiatives, including but not limited to those set out in sections 4-8 above.

The DfT will require quarterly reporting on complaints received/issues raised, as set out in section 11.3 below, and reporting on the carbon footprint of their business travel as set out in section 11.6 below.

Complaints/Issue Management and Escalation

Where a complaint is received about the Supplier's or a third party supplier's service under this Solution 4, the following shall apply:

- Complaints/issues must be acknowledged within 4 business hours (meaning the Core Hours for the Service (08:00 — 18:00) that is the subject of the complaint). Automated emails do not count as an acknowledgement.
 - Complaints/issues that do not require to be passed on to a third party supplier shall be resolved to the mutual satisfaction of both parties within 3 working
 - Complaints/issues that do need to be passed on to a third party supplier shall be resolved to the mutual satisfaction of both parties within 5 working days.
 - Where a complaint/issue is not resolved within 5 working days (whether passed to a third party supplier or not), the booker/traveller shall receive an update every 2 working days until the complaint/issue is resolved.
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- Where a complaint/issue remains unresolved 10 working days after it was first raised, it shall be escalated to the Supplier's Senior Account Manager/Director and the DfT Agency's Senior Contract Manager/or Director for resolution.

Business Continuity

The DfT does not require any specialist business continuity arrangements beyond those contained within the PSTVS Commercial Agreement.

Continuous improvement

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the duration of the Enabling Agreements

The Supplier should present new ways of working to the DfT during quarterly Contract review meetings. Any suggestions for improvement are welcome, but the DfT is particularly interested in initiatives in support of our aspirations for the management of different travel Services, as set out at sections 4-8 above.

Changes to the way in which the Services are to be delivered must be brought to CCS' attention and agreed prior to any changes being implemented.

Sustainability

- As well as the sustainability and social value considerations set out in Schedule 19 of the Commercial Agreement.

Account Management and Implementation of Agency(ies) Enabling Agreements

The potential supplier shall provide draft implementation plans for each agency as part of the account management structure.

The draft implementation plan(s) shall detail at a minimum timelines to implement the new solution.

IMPLEMENTATION AND GO LIVE REQUIREMENTS

The DfT's implementation and go-live requirements are as follows:

All users to be set up with the ability to book travel for themselves, their colleagues, and guest travellers without their own profile on the Supplier's system. The Supplier to liaise with each DfT Agency's outgoing supplier to arrange transfer of profile data;

Each DfT Agency will require one or more people to be set up as super users for the Online Booking System, with rights of access to add and delete traveller profiles. A list of people designated as super-users will be provided to the successful Supplier by each Agency. Please note that super users at the DfT are not authorisers for booked travel, in or out of policy, unless they are also line managers approving a trip in that capacity;

As part of their tender for this further-competition Suppliers must propose a draft transition plan including outline dependencies on DfT resources;

The DfT does not envisage a need for face to face training on the successful Supplier's Online Booking System. However, the successful Supplier must supply a written user manual/work instruction on the use of their Online Booking System, both as a soft copy at implementation and made accessible via the Online Booking System itself. There may also be a need for training delivered by webinar or similar, to be discussed with each DfT Agency as part of their implementation.

SECURITY/QUALITY

The Department for Transport does not require any additional quality Standards to those set out in the Commercial Agreement.

Suppliers should be able to demonstrate the minimum Government cyber security standards, holding a valid cyber essentials certificate or similar security standard certification such as ISO27001.

KEY MILESTONES

The Supplier should note the following project milestones that the DfT will measure the quality of delivery against:

Milestone	Description	Timeframe
	Supplier to produce an implementation plan for each DfT Agency participating in this further competition.	Within 4 week of Contract Award
2	All signed Enabling Agreements, incorporating the relevant implementation plan, to be returned to CCS (subject to the DfT Agencies completing and signing them in good time).	Within 6 weeks of Contract Award
3	A Supplier representative to have met with each DfT Agency participating in this further competition, and begun the process of setting up the travel booking system.	Within 6 weeks of Contract Award
4	All transition work to have been completed and all systems to be ready for the DfT's go-live (August 2019) on the new Enabling Agreements.	Within 12 weeks of Contract Award

PRICE

Prices are to be submitted via the e-Sourcing Suite excluding VAT.

Suppliers should note that the DfT requires the delivery of rail tickets to smartcards to be free of charge. By participating in this further-competition a Supplier confirms that they have accounted for this in their price submission.

Prices under these Enabling Agreements will be firm for the Initial Enabling Agreement Period, as set out in Clause A1 7 and paragraph 4 of Schedule 4 to the Commercial Agreement. All Framework pricing will be managed in accordance with the terms laid out in the Commercial agreement.

All services outside of the Framework will be Firm for the initial period and reviewed at the point of extension subject to CPI.

SERVICE LEVELS AND PERFORMANCE

The Customer will measure the quality of the Supplier's delivery by means of the following KPIs:

KPI / SLA	Service Area	KPI/SLA description	Target
	Online Booking System and Mobile App Availability	Notwithstanding periods of scheduled non-availability, Online Booking System and mobile booking app (where appropriate) shall be available 100% of available minutes.	100%
2	System Maintenance (including Online Booking System, mobile booking app,	Planned System maintenance to be communicated to the DfT and advertised on the Online Booking System at least 2 weeks in advance of the commencement of scheduled maintenance.	100%

	GDS and rail ticket rinters		
3	Security Breaches	The Supplier must report any security breaches as per the security schedule in the Commercial Agreement.	No security breaches
4	Telephone Answering Times	Core Hours - All telephone calls shall be answered within 30 seconds by a person. Non-core hours - All telephone calls shall be answered within 120 seconds by a person. Any time an answer machine and/or automated attendant model may require to play a recorded message, has to be included in the 30 seconds and/or 120 seconds .	98%
5	Accuracy of Documentation	The supplier shall ensure the accuracy of the content of all confirmations / tickets / vouchers and invoices (to include that mandatory reference fields are completed as iven	99%
6	Management Information	Accurate and complete Management Information shall be delivered to the DfT by 7th day of the following month. If the 7th day falls on a weekend or bank holiday, the MI shall be provided the following workin da	990/0
7	Complaints to Bookings Ratio	Upheld complaints against the Supplier (as distinct from complaints against third party providers), as a percentage of total bookings made.	0.3%
8	Complaints Management	Complaints must be: a) Acknowledged within four business hours; b) Resolved within three working days if not referred to a third party supplier; c) Resolved within 5 working days if referred to a third art su lier.	99% 95% 95%
9	Rate Availability	All government negotiated rates/fares (applicable to accommodation, air and rail) must be visible and bookable, online and offline. The Authority reserves the right to audit and s ot check on a re ular basis.	100%

10	Price Match	Number of successful price match requests made by bookers/travellers Supplier must report all successful pricematch requests.	No more than 1 successful price match request per month across all Agencies participating in this further.com etition
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Performance management under these Enabling Agreements will operate as follows:

The successful Supplier shall measure compliance with each of the above KPIs on a monthly basis, and report on the same to the Maritime and Coastguard Agency's Contract Manager each quarter. The report to arrive by the 12th day of the first month of the following quarter. For the avoidance of doubt, only one report is required covering the Supplier's performance in relation to all DfT Agencies participating in this further-competition. Each report will be discussed at the next quarterly meeting between the Supplier and the Maritime and Coastguard Agency, and the results shared with other affected parts of the DfT.

If a report reveals that the successful Supplier has:

- Failed to meet any KPI target for two or more months in the relevant quarter; and/or
- Failed to meet more than two KPI targets in any one month,

the Account Manager shall produce an Improvement Plan within 10 working days of the meeting. The Improvement Plan shall detail•

- An analysis of the key cause(s) of under-performance;
- The key milestones and deliverables that the Supplier will action to reach the target for the respective KPI, and the dates by which these milestones will be completed; and
- The date by which the Supplier expects to reach the target for the respective KPI.

Progress against any Improvement Plan shall be reviewed along with the next quarter's performance report, at the Supplier's next quarterly meeting with the Maritime and Coastguard Agency. If the Supplier's performance has reached the target levels for the relevant KPIs, no further action will be taken. If, however:

- The Supplier is still failing to meet the targets of the relevant KPIs; and/or
- The circumstances set out at 16.22 above exist for other targets (i.e. the Supplier has improved their performance in one area by reducing it in another),

The DfT reserves the right to escalate the issue to CCS as an ongoing failure in performance. The Supplier's Account Manager shall also produce a further Improvement Plan within 10 working days of the meeting, as detailed in 16.22 above.

Should the Supplier's performance reach a satisfactory level by the date of their third quarterly meeting with the Maritime and Coastguard Agency since the initial performance failure, no further action will be taken. However, if for the third consecutive quarter:

- The Supplier is still failing to meet the targets of the relevant KPIs; and/or
 - The circumstances set out at 16.22 above exist for other targets (i.e. the Supplier has improved their performance in one area by reducing it in another),
-

The DfT reserves the right to escalate the issue to CCS, with a view to terminating our Enabling Agreements with the Supplier for material Default.

As an exception to the above process, any security breach under KPI 3 must be reported to the DfT in accordance with the security schedule in the Commercial Agreement. The Supplier's Account Manager must schedule and attend a meeting with the Maritime and Coastguard Agency's Contract Manager to discuss the root cause(s) of the security breach and the Supplier's plans to:

- Remedy any damage caused by the security breach; and
- Improve their processes to ensure that such a security breach does not occur in the future.

All security breaches will be reported to CCS.

Where poor Supplier performance leads to the termination of this Contract and/or any Enabling Agreements under it, Consequences of Termination as per the Commercial Agreement shall apply.

PAYMENT AND INVOICING

The DfT Agencies participating in this further-competition shall pay for all Services received under a Booking Fee Service Model, with a Monthly Consolidated Invoice on 30 day Settlement Terms. It shall be agreed at implementation what will be captured on the invoices.

Each DfT Agency participating in this further-competition has slightly different requirements as to the information to be included on the Monthly Consolidated Invoice, which will be notified to the successful Supplier in each Agency's Enabling Agreement.

Payment can only be made following receipt of a valid Monthly Consolidated Invoice, which contains all required supporting information as set out in each Agency's Enabling Agreement.

ANNEX 2b - Outputs from Direct Award I Further Competition
Annex 2b includes Corporate Travel Management (North)'s tender submission. This is available upon request as and when required. A copy of this will be provided with this enabling agreement.

ANNEX 3 — Customer-Level Go Live Implementation Plan

To be agreed.

ANNEX 4 - Reporting

1. Accurate, timely and comprehensive Management Information (MI) will be required by the Customer to effectively manage the Commercial Agreement.
2. In accordance with Schedule 13 (Management Information), the Supplier shall provide the following MI reports to the Customer:
 - 2.1 . Monthly performance against service levels.
 - 2.2 Monthly report on CO2 emissions for all transacted services.
3. Accurate, timely and comprehensive Management Information (MI) will be required by the Enabling Authority to effectively manage the Contract. In accordance with Paragraph 7 of Schedule 13 (Management Information), the Supplier shall provide the following MI reports to the Enabling Authority:
 - a) Bookings that have been made outside of the Enabling Authority's Travel Policy
 - b) Number of accommodation non arrivals (no shows) that has resulted in the accommodation venue applying charges
 - c) Changes made throughout the booking lifecycle, enabling Enabling Authorities to identify behavioural trends which occur between booking and travel
 - d) 'Missed savings', including the value (£s) of missed savings
 - e) Dashboard summarising the following information, in both a graphical and table format:
 - f) For all Travel Booking Services:
 - i. Spend by individual month and cumulative for the reporting year, for each category (i.e. rail, accommodation, air, and booking fees) detailing total spend, number of transactions and average ticket price/room rate in table format, with % spend split in graphical format.
 - ii. Number and value of refunds and cancellations across air, rail and accommodation.
 - g) For air:
 - i. Top 10 suppliers by spend and number of journeys including average fares
 - ii. Top 10 routes by spend and number of journeys
 - iii. Top 10 travellers by spend and number of journeys
 - IV. Number and % of journeys under 300 miles
 - V. Domestic (UK), short haul and long haul flights, split by spend and volume.

h) For rail:

- . Top 10 routes by spend and number of journeys including average fares
- ii. Top 10 travellers by spend and number of journeys
- Out of policy bookings detailing number of bookings and spend split by the reason codes defined in Annex 1 of Contract 3
- Schedule 2 : Services Part A: Specification of Requirements
- IV. % restricted and out of policy tickets for journeys over 50 miles
- v. Total value and volume of missed savings opportunities
- vi. % spend by ticket type in graphical format
- Number and % of bookings by despatch method
- viii. Number of first class bookings.

i) For accommodation:

- Top 10 locations by spend and number of room nights including average room rates
- ii. Top 10 accommodation venues by spend and number of room nights
- Top 10 accommodation travellers by spend and number of room nights
- iv. Out of policy bookings detailing number of bookings and spend split by the reason codes defined in Annex 1 of Contract 3
- Schedule 2 : Services Part A: Specification of Requirements
- V. Cost incurred where the cost of cancellation or refunds, and fees incurred in administering the cancellation or refunds, outweighs the original transaction cost

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

The special reporting requirements set out in Appendix B — Statement of Requirements, specifically:

- Reporting on domestic flights as at paragraph 6.2 of Appendix B;
 - Specialist fields and ad-hoc reporting as at paragraph 11.2 of Appendix B;
 - Complaints/issues management reporting as at paragraph 11.32 of Appendix B;
 - Sustainability reporting as at paragraph 11.6.1 of Appendix B; ● KPI reporting as at paragraph 16.2 of Appendix B.
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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
Account Manager	REDACTED
General Manager	REDACTED

ANNEX 6 Transferring Employees

N/A
