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## SCHEDULE 18 - ENABLING AGREEMENT

### *BPDTS Limited*

**THIS ENABLING AGREEMENT** is made the 1st day of December 2016.

#### **BETWEEN:**

- (1) BPDTS Limited, a company registered in England and Wales under company number 10344843, whose main or registered office is at [REDACTED] the "**Enabling Authority**"; and
- (2) Redfern Travel a company registered in England and Wales under company number 488182 the "**Supplier**" whose main or registered office is at Redfern Travel Limited, [REDACTED],

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

#### **ENABLING AGREEMENT PERIOD**

##### **Commencement Date:**

01/12/2016

##### **Expiry Date:**

End date of Contract Initial Period

30/11/2017

The period of this agreement is 12 months from 01/12/2016 with the option to extend to a further 12 months on giving the supplier no less than 30 working days' notice.

##### **End date of Enabling Agreement Extension Period:**

30/11/2018

#### **WHEREAS:**

#### **RECITALS**

- (A) The Enabling Authority wishes for the Supplier to provide certain travel booking and management services to the Enabling Authority under the centralised arrangements that the Client has put in under the Contract for purchasing such services by Central Government Departments.

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- (B) The Contract referenced in Recital A above for travel booking and management services was entered into between the Client and the Supplier on the Contract was signed on 7th August 2015
- (C) With reference to Recitals (A) and (B) above, the Enabling Authority 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:

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## **PART A**

### **A PART A PROVISIONS**

#### **A1 Initial Contract Period**

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

A1.2 The Enabling Agreement shall continue:

- (a) until its expiry or the expiry of any Extension Period of the Enabling Agreement or termination, all of which shall be determined by the terms of the Contract, including Clauses A1 and A2 of the Contract; or
- (b) unless the Enabling Agreement is terminated in accordance with the terms of the Enabling Agreement provided always that such termination is escalated to the Client and the Supplier for resolution in accordance with the Dispute Resolution Procedures in Schedule 14 (Governance) of the Contract, as more particularly described in Clause A19.4 of the Contract.

#### **A2 Beneficiaries – the Enabling Authority**

A2.1 The Supplier acknowledges and agrees that the rights and benefits of the Client as set out in the Clauses of Part A of the Contract, Schedule 5 (Security) and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) of the Contract are not solely for the benefit of the Client and will, where applicable, also be for the benefit of the Enabling Authority. Unless otherwise stated in the Enabling Agreement, the Enabling Authority will be a Third Party Beneficiary under the Contract in respect of rights and benefits under the Clauses of Part A of the Contract, Schedule 5 Security) and Schedules 7 (Implementation Schedule) to Schedule 17 (Exit), as more particularly described in Clause A6 of the Contract.

#### **A3 Beneficiaries – the Client**

A3.1 The Enabling Authority and the Supplier agree that the Client 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 Contract.

#### **A4 Performance of the Services**

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

#### **A5 Termination and Dispute Resolution Procedure**

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- A5.1 Notwithstanding any other provision of the Enabling Agreement, the Parties agree that any termination right that either the Supplier and/or an Enabling Authority may wish to exercise under the Enabling Agreement, shall be escalated to the Client and the Supplier for resolution in accordance with Dispute Resolution Procedure in Schedule 14 (Governance) of the Contract. 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 A5.1 and Clause A19.4 of the Contract.
- A5.2 Notwithstanding any other provision of the Enabling Agreement, in respect of all Disputes between the Enabling Authority 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 C1.6 of the Enabling Agreement, such Dispute shall be escalated to the Client 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 Client and the Supplier under Schedule 14 (Governance) shall commence at the level beginning at paragraph 6.1(2) of Schedule 14 (Governance).

#### **A6 Consent of the Client**

- A6.1 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 Client. Such prior written approval shall be in accordance with Schedule 16 (Variation of Contract Form). Any amendment made in the Enabling Agreement or an attempt in the Enabling Agreement to amend the Contract shall be void and of no effect unless such amendment has been made in accordance with this Clause A6.1.
- A6.2 The Enabling Authority and the Supplier shall seek the Client's written approved prior to entering into an Enabling Agreement. Such prior written approval shall be in accordance with Schedule 16 (Variation of Contract Form).
- A6.3 The Enabling Authority and the Supplier shall not agree or incorporate any Special Requirements in Annex 1 (Special Requirements) without the prior written approval of the Client. Such prior written approval shall be in accordance with Schedule 16 (Variation of Contract Form).

#### **A7 Incorporation of the Clauses and Schedules of the Contract into the Enabling Agreement**

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

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## **PART B**

### **B PART B PROVISIONS**

#### **B1 Incorporation of the Clauses of Part B of the Contract**

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

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

B2.1 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 Contract are incorporated into the Enabling Agreement as Schedule 1 (Definitions) to Schedule 6 (Staff Transfer and Pensions) of the Enabling Agreement.

#### **B3 Clauses of Part A of the Contract, Schedule 5 (Security Requirements and Plan) and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) of the Contract**

B3.1 Subject to Clause A2.1 of the Enabling Agreement, the Parties acknowledge and agree that the Clauses of Part A of the Contract, Schedule 5 (Security Requirements and Plan) and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) are not incorporated into the Enabling Agreement.

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## **PART C**

### **C PART C PROVISIONS**

#### **C1 Changes to Clauses of Part B of the Contract**

- C1.1 Unless otherwise stated in this Part C, all references to “Client” and “Contract” in the Clauses of Part B of the Contract or Schedule 1 (Definitions) of the Contract 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 “Enabling Authority” and “Enabling Agreement”, respectively.
- C1.2 Unless otherwise stated in this Part C, all references to “Enabling Authority” and “Enabling Agreement” in the Clauses of Part B of the Contract or Schedule 1 (Definitions) of the Contract 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 “Client” and “Contract”, respectively.
- C1.3 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 Contract or Schedule 1 (Definitions of the Contract) 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”.
- C1.4 Unless otherwise stated in this Part C, all references to “Commencement Date” in the Clauses of Part B of the Contract 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.
- C1.5 For the purposes of incorporation of Clause B35.12(a) of the Contract into the Enabling Agreement, it shall be deemed to include the Client as a Third Party Beneficiary in respect of Clause A3 of the Enabling Agreement.
- C1.6 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 Contract save that if the Dispute between the Enabling Authority 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 Client and the Supplier for resolution under the Dispute Resolution Procedure of the Contract in accordance with Clause A5.2 of the Enabling Agreement and Clause A19.5 of the Contract.
- C1.7 The following Clauses are incorporated into the Enabling Agreement in accordance with this Part C subject to the following terms:

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- (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 “Contract” shall be changed to “Contract and the Enabling Agreement”;
- (g) Clause B6.5(c) shall not be amended on incorporation into the Enabling Agreement except that “Client” shall be changed to “Client and Enabling Authority”;
- (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 Enabling Authority 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 Client) of the Enabling Agreement;”
- (l) the text in Clause B17.2(k)) shall not be amended on incorporation into the Enabling Agreement;

**C2** Changes to Schedules 1 (Definitions) to Schedule 4 (Pricing & Invoicing) and Schedule 6 (Staff Transfer and Pensions)

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Signed for and on behalf of the Enabling Authority, **BPDTS Limited**

[REDACTED]

Signed for and on behalf of **Redfern Travel**

[REDACTED]

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## **ANNEX 1 - Special Requirements**

**This Annex will only require population if the Enabling Authority and the Supplier wish to clarify or provide further detail in relation to the existing Services. It cannot be used to change the terms of the Enabling Agreement and/or the Contract.**

The Parties confirm that the Client's prior written consent in accordance with Schedule 16 (Variation of Contract Form) has been obtained in relation to the requirements set out below in this Annex 1:

[REDACTED]

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## Annex 2 – Pick List

The Enabling Authority 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 Contract RM3735.

**Enabling Authority Departmental Name:- BPDTS Limited**

**Your Name: [REDACTED]**

<i>Key Enabling Authority Contacts for this Enabling Agreement</i>			
<b>Name</b>	<b>Position</b>	<b>Telephone</b>	<b>Email</b>
[REDACTED]			

<p><i>Enabling Authority address, including:</i></p> <p>[REDACTED]</p>
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<p><i>Billing Address (if different)</i></p> <p>[REDACTED]</p>
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**SECTION A = SERVICE REQUIREMENTS:**

**The services required from Contract Two Specification are:-**

[REDACTED]

**SECTION B = TRAVEL POLICY & PROCESS REQUIREMENTS:**

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

<b>Email Address</b>	<b>Finance contact name</b>	<b>Telephone number</b>
[REDACTED]		

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

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

[REDACTED]

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<b>SIGNED for and on behalf of BPDTS Limited</b>	<b>SIGNED for and on behalf of Supplier</b>
<b>[REDACTED]</b>	

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### **ANNEX 3 –Outline Implementation Plan**

**The Outline Implementation Plan will be populated in accordance with the terms of Schedule 7 (Implementation Plan), including the time limits for turning it into the detailed Implementation Plan for each Enabling Agreement.**

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## **ANNEX 4 – Reporting**

**In addition to the content specified in Paragraph 7 of Schedule 13 (Management Information), any further MI reports and information required by the Enabling Authorities will be defined and mutually agreed during the implementation phase and set out in this Annex.**

1. Accurate, timely and comprehensive Management Information (MI) will be required by the Enabling Authority to effectively manage the Contract.
2. In accordance with Paragraph 7 of Schedule 13 (Management Information), the Supplier shall provide the following MI reports to the Enabling Authority:
  - 2.1. [ ]
  - 2.2. [ ]
3. In addition to the MI reports and information set out above in this Schedule, the Enabling Authority and the Supplier agree that the Supplier shall provide the following MI reports and information to the Enabling Authority:
  - 3.1. [ ]
  - 3.2. [ ]

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## ANNEX 5 – Key Personnel

Key Personnel and Key Roles and Key Personnel will be defined and listed in this Annex during the implementation phase.

### 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
<b>[Drafting Note: insert details]</b>	<b>[Drafting Note: insert details]</b>
<b>[Drafting Note: insert details]</b>	<b>[Drafting Note: insert details]</b>

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## **ANNEX 6 Transferring Employees**

**The Transferring Employees will be listed in this Annex during the implementation phase not prior to signature of the Enabling Agreement as is specified in the terms of Schedule 6 (Staff Transfer and Pensions).**