

SCHEDULE 18 – ENABLING AGREEMENT FOR SOLUTION 4

ENABLING AGREEMENT

BPDTS Limited

THIS ENABLING AGREEMENT is made the 7th day of August 2018

BETWEEN:

- (1) BPDTS Limited of Caxton House, Tothill Street, London SW1H 9NA (the "**Customer**"); and
- (2) Corporate Travel Management (a company registered in England, Scotland and Wales under company number 488182) (the "**Supplier**") whose main or registered office is at Shire House, Humboldt Street, Bradford BD1 5HQ

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 ~~26th~~^{27th} Feb 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 Enabling 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 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.

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 A16.1.

- 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 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).
- 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 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 5 (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 5 (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, 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, 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, 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, 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:

(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;

Attachment 6D – Enabling Agreement – Solution 4
RMSD18 Public Sector Travel and Venue Solutions
Version 1.0
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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: BPDTS Ltd

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

BPDTS Ltd

Your Name: BPDTS Ltd

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

Customer Address (including postcode):

Caxton House, Tothill Street, London SW1H 9NA

Billing Address

REDACTED

SECTION A - SERVICE REQUIREMENTS:

The Services required from Commercial Agreement Solution 4 are:-

To be bookable Online	Yes	No	Later
Rail	X		
Air	X		
Accommodation	X		
Eurostar	X		
International Vehicle Hire (Authority approval required)			X
Taxi	X		
Airport Parking			X
Coach Tickets			X

To be bookable Offline	Yes	No	Later
Rail	X		
Air	X		
Accommodation	X		
Eurostar			X
Group accommodation			X

Long stay accommodation			X
International Vehicle Hire (Authority approval required)			X
Airport parking			X
Coach Tickets			X
Group Booking Service (with individual PNR)			X
Group Booking Service (without individual PNR)			X
Season Tickets			X
Transport for London bookings			X
Oyster Cards			X
Rail warrant bookings			X
Meet and Greet Service			X
Book for third party travellers			X
Visa			X
Passport			X
Currency			X
Coach hire with driver			X
Ferry Bookings			X
Executive Services			X
Air Charter			X
Special assistance for exceptional circumstances,			X

e.g. escorted travellers, unaccompanied minors or an accompanied traveller service requirement for visually impaired travellers			
Travel Service Implants			X
Additional Requirements as per paragraph 17 of Schedule 2 (please specify below)		N/A	
Any other services: • Insert list here			
N/A			

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:

N/A	

SECTION B – PAYMENT OPTIONS REQUIREMENTS:

Pricing Option	<input checked="" type="checkbox"/> A – Booking Service Fee Model <input type="checkbox"/> B – Commissions Share Model <input type="checkbox"/> A and C – Booking Service Fee Model and Implant Services
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	<input type="checkbox"/> B and C – Commissions Share Model and Implant Services
Payment Options :	<input type="checkbox"/> Corporate payment cards <input type="checkbox"/> Billing to project and or cost centre <input type="checkbox"/> Lodge cards / enhanced lodge cards <input checked="" type="checkbox"/> Consolidated invoice accounts, for example 10 or 30 days <input type="checkbox"/> Individual and / or single bill back, for example not consolidated invoices <input type="checkbox"/> Payment on departure by Traveller for accommodation bookings
Invoicing Options :	<input type="checkbox"/> N/A <input type="checkbox"/> Weekly Consolidated Invoice - 10 Day Settlement Terms <input type="checkbox"/> Weekly Consolidated Invoice - 30 Day Settlement Terms <input type="checkbox"/> Fortnightly Consolidated Invoice - 10 Day Settlement Terms <input type="checkbox"/> Fortnightly Consolidated Invoice - 30 Day Settlement Terms <input type="checkbox"/> Monthly Consolidated Invoice - 10 Day Settlement Terms <input checked="" type="checkbox"/> Monthly Consolidated Invoice - 30 Day Settlement Terms <input type="checkbox"/> Other
Returned Commissions :	N/A

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 @li	As per current arrangements	

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 Code	Yes	Drop down	Yes	
Account Code	Yes	Mask	Yes	
Staff Code	Yes	Drop down	Yes	

Online Booking System Policy Configuration and Offline Service(s) Access	Customer Response
Do you have any other reason codes than listed in Schedule 2?	No
If Yes, please specify:	N/A
Do you have any policies on class of rail travel?	Yes
If Yes, please specify:	Standard class only
Do you have a preferred default method for rail ticket fulfilment?	Yes
If Yes, please specify:	X Customer onsite Printer (own) [DEFAULT METHOD] <input type="checkbox"/> Customer onsite Printer (New/Suppliers) X Ticket on Departure <input type="checkbox"/> First Class Post <input type="checkbox"/> Second Class Post X 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 <input type="checkbox"/> Smartcard / Bar Code / Smart Phone Application <input type="checkbox"/> Other
Do you wish to purchase or lease desktop or kiosk printers?	No
If Yes, please specify: i.e. The number, type, whether	N/A

purchases or leased and location of the printers.	
Do you require maintenance contracts associated with either purchased, leased or Customer Owned ticket printers?	N/A
If Yes, please specify:	N/A
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	As per current policy
Do you have any policies on flight duration? If Yes, please specify below*	As per current policy
Do you have any policies on accommodation? If Yes, please specify below**	Yes
Do you want the Supplier to operate a rate cap management policy? ***	Yes
If Yes, please specify:	As per current policy
Do you require the exclusion of sale of certain routes or airlines? Locations or accommodation providers?	No

If Yes, please explain the reasons behind such exclusion:	N/A
Do you require pre-trip authorisation?	Yes
If Yes, please specify:	All bookings must be pre-authorised internally by the line manager. Domestic and international flights require the prior approval of: REDACTED
Do you require a bespoke automated attendant model and/or interactive voice response telephone script?	No
If Yes, please specify:	N/A
Do you require the facility to book valuable or sensitive items on flight or rail bookings?	Yes
If Yes, please specify:	Laptops and mobile phones, which may contain sensitive data
Do you require the facility for offline bookings to be made without the need to create or store permanent traveller profile?	Yes
If Yes, please specify:	As per current arrangement
Have you provided a copy of your Travel Policy?	Yes
Do you need to update the list of cost centre codes, employee numbers, GL strings, Project	No

Codes or WPS numbers more than 12 times per year?.	We will add people on an as and when basis
Any other policy requirements? If Yes, please specify:	Yes - there are restrictions on the cost of hotels
Any other special booking requirements? If Yes, please specify:	<p>Yes – internal line manager approval is required on all bookings.</p> <p>In the case of domestic and international flights, approval from REDACTED is required.</p> <p>For domestic flights (within the UK) travel must be in Economy class. Under no circumstance should a more expensive ticket be booked with a particular company just to accrue points/rewards.</p> <p>Business class tickets and any tickets costing more than £1,000 should not be booked without prior approval from the Permanent Secretary.</p>

Flight Duration Policy*

Flight Duration in hours	Class of Travel Permitted	Comments:
Less than 2.5 hours	Economy class	This applies to overseas flights. All domestic flights must be Economy class
More than 2.5 hours	To be discussed with line manager	Discussion with line manager must take into account the most appropriate class of travel, taking cost and the organisation's reputation into account.

ANNEX 2 – Customer Bespoke Service Requirements

N/A

Accommodation Spend Limits**

Location:	Accommodation cap/Amber Policy	Cut off cap/Red Policy (if applicable)	Comments:
London	Up to £53 per night	As per previous column (Accommodation cap)	N/A
Outside of London	Up to £37 per night	As per previous column (Accommodation cap)	N/A
Other major cities (up to 5)	N/A	N/A	N/A

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 2a – Specification of Requirements, tenders for Further Competition.

N/A

ANNEX 2b - Outputs from Direct Award / Further Competition

A value for money assessment (VFM) was carried out in order to ascertain the most suitable Solution and supplier to use for the PSTVS Framework. The recommendation to award to Redfern under Solution 4 was approved by the BPDTS Ltd Executive Team.

This VFM assessment is available on request.

ANNEX 3 – Customer-Level Go Live Implementation Plan

An implementation plan for BPDTS Ltd has been developed and approved by Corporate Travel Management

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. As per the specification in the contract
 - 2.2. As per the specification in the contract
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:
- i. Top 10 routes by spend and number of journeys including average fares
 - ii. Top 10 travellers by spend and number of journeys
 - iii. 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
 - vii. Number and % of bookings by despatch method
 - viii. Number of first class bookings.
- i) For accommodation:
- i. 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
 - iii. 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):

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
Head of Account Management	
CTM General Manager	
Finance Manager	

- 1.2 The Customer has assigned the following Key Personnel to the Enabling Agreement for the purposes of administering the DigiTS site, in the Key Roles detailed below:

Key Role	Key Personnel
DigiTS relationship manager	REDACTED ^{uk}

ANNEX 6 Transferring Employees

N/A

