

SCHEDULE 18 - ENABLING AGREEMENT FOR SOLUTION 4  
ENABLING AGREEMENT

HM TREASURY GROUP

THIS ENABLING AGREEMENT is made the 19<sup>th</sup> day of July 2019

BETWEEN:

HM Treasury **REDACTED** (the "Customer"); and

- (2) Corporate Travel Management (North) Limited (a company registered in England, Scotland and Wales under company number **REDACTED** (the "Supplier") whose main or registered office is at **REDACTED**

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

RECITALS

- (A) The Customer wishes for the Supplier to provide 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 27<sup>th</sup> 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

IA 1.1 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 AI 9.4 of the Commercial Agreement.

### 1 A2 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 835.12 of the Commercial Agreement.

### IA4 Performance of the Services

IA4.1 The Supplier shall provide the Services in accordance with the terms of the Enabling Agreement, including Schedule I (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 A19.4 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 A16.1.

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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

IA7.1 Agreement into the Enabling Agreement

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

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## PART B

### 1B PART B PROVISIONS

#### IB1 Incorporation of the Clauses of Part B of the Commercial Agreement

181.1 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 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 Requirements) and Schedule 7 (Implementation Schedule) to Schedule 17 (Exit) of the Commercial Agreement

183.1 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.

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## PART C

### IC PART C PROVISIONS

#### 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 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.

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 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.

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 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 "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

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Procedure of the Commercial Agreement in accordance with Clause A5.2 of the Enabling Agreement and Clause A19.5 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.I(e) shall be added to Clause B8 (Variation Procedure) which states:

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"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 7.4k)) 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)

IC2.1 N/A

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

By: **REDACTED**

Name: **REDACTED**

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

Date: \_\_\_\_\_

Signed for and on behalf f Corporate Travel Management (North) Limited

By: **REDACTED**

Name: **REDACTED**

Title: **REDACTED**

Date: **REDACTED**

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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: - HM TREASURY GROUP

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

•HM TREASURY

● DEBT MANAGEMENT OFFICE

● GOVERNMENT INTERNAL AUDIT AGENCY

● NATIONAL INFRASTRUCTURE COMMISSION

● OFFICE OF BUDGET RESPONSIBILITY • UK GOVERNMENT INVESTMENTS

Your Name: - **REDACTED**

<b>Key Customer Contacts for this Enabling Agreement</b>			
<b>Name</b>	<b>Position</b>	<b>Telephone</b>	<b>Email</b>
<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>	<b>REDACTED</b>
<b>Customer address, including postcode REDACTED</b>			

Billing Address (if different)

**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)			Maybe
To be bookable Offline	Yes	No	Later
Rail			
Air			
Accommodation			
Eurostar			
Group accommodation			

Long stay accommodation			
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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			

service requirement for visually impaired travellers			
Travel Service Implants			
Additional Requirements as per paragraph 17 of Schedule 2 (please specify below)			
Any other services: Insert list here			

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:

To be discussed during implementation	
Multiple travel policies to review/include	

**SECTION B - PAYMENT OPTIONS REQUIREMENTS:**

Pricing Option	A — Booking Service Fee Model
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Payment Options .	Consolidated invoice accounts, for example 30 days
Invoicing Options :	Monthly Consolidated Invoice - 30 Day Settlement Terms
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.

**REDACTED**

Accommodation Spend Limits\*\*

**REDACTED**

## ANNEX 2 — Customer Bespoke Service Requirements

Dual Place of working

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Public

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

NA

## ANNEX 2b - Outputs from Direct Award I Further Competition

# ANNEX 3 — Customer-Level Go Live Implementation Plan

As agreed with supplier

## 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 .
  - 2.2.
  
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 lii. 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:

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

Out of policy bookings detailing number of bookings and spend split by the reason codes defined in Annex I of Contract 3

Schedule 2 : Services Part A: Specification of Requirements

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 I 1 .2 of Appendix B;
- Complaints/issues management reporting as at paragraph 1 1.32 of Appendix B;
- Sustainability reporting as at paragraph 11.6. I of Appendix B;

KPI reporting as at paragraph 16.2 of Appendix B.

## 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
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>

ANNEX 6 Transferring Employees