

ENABLING AGREEMENT

Cafcass

(Children and Family Courts Advisory and Support Services)

THIS ENABLING AGREEMENT is made the 1st day of March 2016

BETWEEN:

- (1) Cafcass of 3rd Floor, 21 Bloomsbury Street, Bloomsbury, London, WC1B 3HF (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 Shire House, Humboldt Street, Bradford, West Yorkshire, BD1 5HQ,

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

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.
- (B) The Contract referenced in Recital A above for travel booking and management services was entered into between the Client and the Supplier on **11th 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:

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

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.

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.

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:
- (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)

C2.1 *[Drafting Note: Insert any changes if relevant.]*

Signed for and on behalf of the Enabling Authority, **Cafcass**

By: 

Name: Julie Brown

My position is Director of Resources and I confirm that I have authority to sign this Enabling Agreement on behalf of **Cafcass**

Date: _____

Signed for and on behalf of **Redfern**

By: K Wimpenny

Name: KATE WIMPENY

Title: DIRECTOR

Date: 07/03/16

ANNEX 1 - Special Requirements

[Drafting Note: 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:

[]

[]

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:- Cafcass

Your name:- Jane Bate

Key Enabling Authority Contacts for this Enabling Agreement			
Name	Position	Telephone	Email
<i>Cheryl O'Hagan</i>	Office Manager	07827082792	<i>Cheryl.OHagan@CAFCA SS.GSI.GOV.UK</i>
<i>Denise Carre-Ingrouille</i>	Office Manager	07827823603	<i>Denise.Carreingrouille@CAFCASS.GSI.GOV.UK</i>
<i>Jane Bate</i>	National Procurement Adviser	07867656529	<i>Jane.bate@cafcass.gsi.gov.uk</i>

Enabling Authority address, including postcode
 Cafcass,
 3rd Floor,
 21 Bloomsbury Street,
 London,
 WC1B 3HF

Billing Address (if different)
 Cafcass
 Milburn Hill Road
 University of Warwick Science Park
 Coventry
 CV4 7JJ

SECTION A = SERVICE REQUIREMENTS:

The services required from Contract Two Specification are:-

To be bookable Online	Yes, No, Later
Rail	Y
Air	Y
Hotels/Accommodation	Y
Eurostar	Y

To be bookable Offline	Yes, No, Later
Rail	Y
Air	Y
Hotels/Accommodation	Y
Eurostar	Y
Taxi	Y
Airport, Station & Port Parking	Y
Group Booking Service (with individual PNR)	N
Group Booking Service (without individual PNR)	Y
Scheduled Coach Tickets/Journeys	Y
Scheduled Bus/Public Transport Tickets	Y
Coach with Driver Booking Service	Y
Passport Support Services	Y
Visa Support Services	Y
Oyster Cards	Y
Carnet Tickets (including Seat Booking)	Y
Season Tickets	Y
Rail Warrants	N
Transport for London travel cards and tickets	Y
Ferry Tickets	Y
Eurotunnel Booking Service	Y
Currency Processing Service	Y
Meet and Greet Service	Y
Executive/VIP Travel Services	Y

Monthly Report Management Information Requirements	Yes, No, Later
Bookings that have been made outside of the Enabling Authority's Travel Policy.	Y
Number of accommodation non arrivals (no	Y

shows) that has resulted in the accommodation venue applying charges.	
Changes made throughout the booking lifecycle, enabling Enabling Authorities to identify behavioural trends which occur between booking and travel.	Y
“Missed savings”, including the value (£s) of missed savings	Y
Dashboard summarising the following information, in both a graphical and table format:	Y
For all Travel Booking Services: <ul style="list-style-type: none"> - 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. - Number and value of refunds and cancellations across air, rail and accommodation 	Y Y
For air: <ul style="list-style-type: none"> - Top 10 suppliers by spend and number of journeys including average fares - Top 10 routes by spend and number of journeys - Top 10 travellers by spend and number of journeys - Number and % of journeys under 300 miles - Domestic (UK), short haul and long haul flights, split by spend and volume 	Y Y Y L Y
For rail: <ul style="list-style-type: none"> - Top 10 routes by spend and number of journeys including average fares - 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 2 Schedule 2 : Services Part A: Specification of Requirements - % restricted and out of policy tickets for journeys over 50 miles - Total value and volume of missed savings opportunities - % spend by ticket type in graphical format 	Y Y Y Y Y Y

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

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.

Email Address	Finance contact name	Telephone number
CAFCASS.Finance@CAFCASS.GSI.GOV.UK	Joanna Rowe	07920 275441

The Enabling Authority 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:
Service Area	Y	AA	Yes	Details already supplied
Cost Code	Y	000	Yes	Details already supplied

Online Booking System Policy Configuration and Offline Service(s) Access	Enabling Authority Response
Do you have preferred default settings i.e. rail ticket fulfilment?	Y
If YES please specify: Yes, Highlighted in Red	<ul style="list-style-type: none"> • Customer onsite Printer (own) • Customer onsite Printer (New/Suppliers) • Ticket on Departure • First Class Post • Second Class Post • Print at Home/Self Print • Collection at Station Window • Special Delivery Post • Courier Service • Smartcard / Bar Code / Smart Phone Application
Do you prefer any other payment option(s) apart from Monthly Consolidated Billback?	N
If YES please specify:	<ul style="list-style-type: none"> • Credit Card • Weekly Consolidated Invoice Fee - 10 Day Settlement Terms • Weekly Consolidated Invoice Fee - 30 Day Settlement Terms • Fortnightly Consolidated Invoice Fee - 10 Day Settlement Terms • Fortnightly Consolidated Invoice Fee - 30

	<p>Day Settlement Terms</p> <ul style="list-style-type: none"> • Monthly Consolidated Invoice Fee - 10 Day Settlement Terms • Monthly Consolidated Invoice Fee - 30 Day Settlement Terms • Other
Do you have any policies around first class rail?	Y
If YES please specify	NO First Class Travel Permitted
Do you have any policies around flights?	Y
If YES please specify	Line Manager Authorisation required
Would you like first class air fares to be switched off?	Y
Do you have air policies based on flight duration? If yes please complete the below table*	N
Do you have any hotel policies (such as spend limits inside and outside of London)? If yes please complete the below table**	Y
Do you require pre-authorisation?	Y
If YES please specify	For hotels booked outside policy
Do you require a bespoke automated attendant model and/or interactive voice response telephone script	N
If YES please specify	
Do you require the facility to book valuable or sensitive items on flight or rail bookings	N
If YES please specify	
Do you require the facility for offline bookings to be made without the need to create or store permanent traveller profile	N

If YES please specify	
Do you require maintenance contracts associated with either purchased or leased ticket printers	N
If YES please specify	

Flight Duration Policy*

Flight Duration in hours	Class of Travel Permitted	Comments:
<i>Sample 2 hours 4 hours plus 6 hours plus</i>	<i>Economy Premium Economy Business</i>	

Accommodation Limits**

Location:	Hotel/Accommodation cap/Amber Policy	Cut off cap/Red Policy (if applicable)	Comments:
London	£130	£130	
Outside of London	£90	£90	
Other major cities (up to 5)	£	£	

Do you want us to operate a Rate Cap Management Policy?	N
If YES please specify	

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.

SIGNED for and on behalf of the
[CLIENT]

by: 

Julie Brown

Position: Director of Resources

SIGNED for and on behalf of the
(SUPPLIER)

by: 

[Type Name] KATE WIMWENY

Position DIRECTOR

ANNEX 3 –Outline Implementation Plan

[Drafting Note: 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.]

ANNEX 4 – Reporting

[Drafting Note: 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. []

ANNEX 5 – Key Personnel

[Drafting Note: The Key Personnel and Key Roles and Key Personnel will be listed in this Annex in accordance with Clause B2 of the Contract.]

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
<i>Business Development Manager</i>	Martin Soar

ANNEX 6 Transferring Employees

[Drafting Note: The Transferring Employees will be listed in this Annex prior to signature of the Enabling Agreement in accordance with the terms of Schedule 6 (Staff Transfer and Pensions).]