

## Order Schedule 14 (Service Levels)

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Critical Service Level Failure"</b>	has the meaning given to it in the Order Form;
<b>"Service Credits"</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Agency to the Client in respect of any failure by the Agency to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in the Order Form;
<b>"Service Level Failure"</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
<b>"Service Level Performance Measure"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

### 2. What happens if you don't meet the Service Levels

2.1 The Agency shall at all times provide the Goods or Services to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Agency acknowledges that any Service Level Failure shall entitle the Client to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Client as a result of the Agency's failure to meet any Service Level Performance Measure.

2.3 The Agency shall send Performance Monitoring Reports to the Client detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Client's exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Agency has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:

(a) exceeds the relevant Service Level Threshold;

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- (b) has arisen due to a Prohibited Act or wilful Default by the Agency;
- (c) results in the corruption or loss of any Government Data; and/or
- (d) results in the Client being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Client is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Client Termination Rights).

2.5 Not more than once in each Contract Year, the Client may, on giving the Agency at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Agency shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Client's business requirements and/or priorities or to reflect changing industry standards; and

### 3. Critical Service Level Failure

3.1 On the occurrence of a Critical Service Level Failure

3.1.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.1.2 the Client shall be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Agency in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Client to terminate this Contract and/or to claim damages from the Agency for material Default.

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### **Part A: Service Levels and Service Credits**

#### **1. Service Levels**

If the level of performance of the Agency:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

the Agency shall immediately notify the Client in writing and the Client, in its absolute discretion and without limiting any other of its rights, may:

1.2.1 require the Agency to immediately take all remedial action that is reasonable to mitigate the impact on the Client and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.2.2 instruct the Agency to comply with the Rectification Plan Process;

1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Agency to the Client; and/or

1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

#### **2. Service Credits**

2.1 The Client shall use the Performance Monitoring Reports supplied by the Agency to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Goods or Services and do not include VAT. The Agency shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in the Annex to Part A of this Schedule.

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**Annex A to Part A: Services Levels and Service Credits Table**

SLA	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold
SLA1	Customer service	The Agency will respond to any request for a Statement of Works (in the format set out by the Authority) within a maximum of 5 working days. A response will include confirmation of receipt of request, and an initial price for services.	REDACTED	N/A
SLA2	Design delivery	The Agency will provide draft stand designs within a maximum of 15 working days from receipt of the request for Variation from the Client.	REDACTED	N/A
SLA3	Production	The Agency will complete any manufacturing or production of assets at least 2 days in advance of the Event at which they will be installed	REDACTED	N/A
SLA4	Reporting	The Agency will share Lessons learnt reports within a maximum of 10 working days of the end of any event	REDACTED	N/A

The Service Credits shall be calculated on the basis of the following formula:

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**REDACTED**

## Part B: Performance Monitoring

### 3. Performance Monitoring and Performance Review

3.1 Within twenty (20) Working Days of the Start Date the Agency shall provide the Client with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

3.2 The Agency shall provide the Client with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

- 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
- 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
- 3.2.3 details of any Critical Service Level Failures;
- 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
- 3.2.6 such other details as the Client may reasonably require from time to time.

3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Agency and the Client of the Performance Monitoring Reports. The Performance Review Meetings shall:

- 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Agency at such location and time (within normal business hours) as the Client shall reasonably require;
- 3.3.2 be attended by the Agency's Representative and the Client's Representative; and
- 3.3.3 be fully minuted by the Agency and the minutes will be circulated by the Agency to all attendees at the relevant meeting and also to the Client's Representative and any other recipients agreed at the relevant meeting.

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3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Agency's Representative and the Client's Representative at each meeting.

3.5 The Agency shall provide to the Client such documentation as the Client may reasonably require in order to verify the level of the performance by the Agency for any specified Service Period.

**4. Satisfaction Surveys**

4.1 The Client may undertake satisfaction surveys in respect of the Agency's provision of the Goods or Services. The Client shall be entitled to notify the Agency of any aspects of their performance of the provision of the Goods or Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.