

## Schedule 10 (Service Levels)

### 1. Definitions

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

<b>"Critical Service Level Failure"</b>	has the meaning given in relation to each of the Service Levels in the relevant column of Annex A to Part A (Service Levels and Service Credits Table);
<b>"Service Credits"</b>	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
<b>"Service Credit Cap"</b>	has the meaning given to it in Part A (Service Levels and Service Credits) paragraph [2.4] below;
<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 Start Date(s)"</b>	means any one or more of the dates listed under the relevant column of Annex A to Part A (Service Levels and Service Credits Table);
<b>"Service Level Stop Date(s)"</b>	means any one or more of the dates listed under the relevant column of Annex A to Part A (Service Levels and Service Credits Table);
<b>"Service Level Threshold"</b>	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.
<b>"Service Period"</b>	"Service Period" has the meaning given in Schedule 1 (Definitions).

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

- 2.1. From the Service Level Start Dates until the Service Level Stop Dates the Supplier shall:
- 2.1.1. Provide the Deliverables to meet or exceed the Service Level Performance Measure for each of the Service Levels.

- 2.2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer 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 Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3. The Supplier shall send Performance Monitoring Reports to the Buyer 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 Buyer's exclusive financial remedy for a Service Level Failure except where:
  - 2.4.1. the Supplier has over the previous one (1) Service Period exceeded the Service Credit Cap; and/or
  - 2.4.2. the Service Level Failure:
    - 2.4.2.1. exceeds the relevant Service Level Threshold;
    - 2.4.2.2. has arisen due to a Prohibited Act or wilful Default by the Supplier;
    - 2.4.2.3. results in the corruption or loss of any Government Data; and/or
    - 2.4.2.4. results in the Buyer being required to make a compensation payment to one or more third parties; and/or
  - 2.4.3. the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).
- 2.5. Subject to and in accordance with paragraph 2.7, not more than once per Service Period, the Buyer may, on giving the Supplier at least one (1) Months' notice, make the following changes:
  - 2.5.1. changes to the Service Level description, the Service Level Performance, Measure and/or the Service Credit weighting in respect of any one or more Service Levels; and
  - 2.5.2. substitute not more than one of the Service Levels with an alternative Service Level.
- 2.6. The Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
  - 2.6.1. 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;
  - 2.6.2. the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards and/or the needs of the service.
  - 2.6.3. there is no change to the Service Credit Cap.

### 3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 3.1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier 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 Buyer to terminate this Contract and/or to claim damages from the Supplier for Material Default.

## Part A: Service Levels and Service Credits

### 1. Service Levels

If the level of performance of the Supplier:

- 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 Level Failure to occur, the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
  - 1.2.1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
  - 1.2.2. instruct the Supplier to comply with the Rectification Plan Process;
  - 1.2.3. if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; 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 and the consequences of termination in clause 15.5.1 shall apply).

### 2. Service Credits

- 2.1. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period (monthly).
- 2.2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall deduct the value of any Service Credits against the appropriate monthly invoice in accordance with the calculation formula and worked example set out in 2.7 below.
- 2.3. The Service Credit Cap, being the maximum number of Service Credits allocatable per Service Period, is 70 Service Credits, as per the Table in Annex A below.
- 2.4. Service Credits will be calculated in accordance with the following formula and worked example:
  - Service Credit Cap = 50% of the Management Fee; and
  - 1 Service Credit = Service Credit Cap / 70 (see paragraph 2.4 above)

Where:

“Management Fee” is the fee payable in accordance with Annex 6 of Schedule 3 (Charges). The figure is calculated Monthly, and the Service Credit Cap is 50% of that figure. Note this only covers the Management Fee figure itself, not the entire Monthly Charge.

### **Worked Example & Formula:**

Assume (for the purposes of illustration only)

- Relevant Service Period Charges for a Service Period are: £100,000
- The Management Fee Percentage: is 10%

Then

- The Service Credit Cap for the Service Period is:  $0.5 \times £100,000 \times 0.1 = £5,000$
- One Service Credit =  $£5,000/70 = £71.43$

Then, assume (for the purposes of illustration only):

- Service Level 1; Number of Events that are a Failure per Month.
- If in the Month there are 2 Event Failures, then that equates to 4 Service Credits.
- 4 Service Credits would be  $£71.43$  (Using Example Figure above)  $\times 4$  equals  $£285.72$ .
- The Supplier must deduct this amount from the amount to be invoiced for the month.

## Annex A to Part A: Service Levels & Service Credits Table

No	Service Level Description	Service Level Start	Service Level Stop	Measurement Frequency	Service Level Performance Measure	Service Credits (SC)	Critical Service Level Failure	Service Area
Events Management								
Service Level 1	Number of <b>Events</b> that are a <b>Failure</b>	13 April 2025	13 October 2025	Monthly	0 Events	1 Event 2 SC 2 Events 4 SC 3 Events 6 SC 4 Events 8 SC 5 Events 10 SC	6 or More Events	Events
Staffing								
Service Level 2	<b>Staff Attrition</b> cannot exceed more than 2 Staff members per Month. Not including <b>Exceptions</b> .	13 April 2025	13 October 2025	Monthly	No more than 2 Staff members per Month	3 staff members 2 SC 4 staff members 4 SC 5 staff members 6 SC 6 staff members 8 SC 7 staff members 10 SC	8 Staff members per Month	Staffing
Service Level 3	<b>Staff</b> attendance. The Supplier meets <b>Minimum Staffing Levels</b> every day.	13 April 2025	13 October 2025	Monthly	1 day where Minimum Staffing Levels are missed	2 days 2 SC 3 days 4 SC 4 days 6 SC 5 days 8 SC 6 days 10 SC	7 days where Minimum Staffing Levels are missed	Staffing
Restaurant & Bar								
Service Level 4	The Bar and Restaurant should at least <b>Break Even</b>	13 April 2025	13 October 2025	Monthly	Break Even	(1%-5%) 2 SC (5%-10%) 4 SC (10%-15%) 6 SC (15%-20%) 8 SC (20%-25%) 10SC	26% Loss or more	Restaurant & Bar
Service Level 5	The <b>Entire Menu</b> of the Restaurant & Bar needs to be <b>Adequately</b> Available at the start of each day	13 April 2025	13 October 2025	Monthly	Every Day except 1	Except 2 2 SC Except 3 4 SC Except 4 6 SC Except 5 8 SC Except 6 10 SC	Except 7	Restaurant & Bar
Retail								
Service Level 6	The Retail Space should at least <b>Break Even</b>	13 April 2025	13 October 2025	Monthly	Break Even	(1%-5%) 2 SC (5%-10%) 4 SC (10%-15%) 6 SC (15%-20%) 8 SC	26% Loss or more	Retail

No	Service Level Description	Service Level Start	Service Level Stop	Measurement Frequency	Service Level Performance Measure	Service Credits (SC)	Critical Service Level Failure	Service Area
						(20%-25%) 10SC		
Social Value (Draft Suggestion for Review)								
Service Level 7	3,000 dedicated people hours for Sustainability governance and delivery promoting environmental benefits of the UKP operations.	13 April 2025	13 October 2025	Monthly	500 dedicated hours per month tracked via the EASL system	(499 - 475) 1 SC (474 - 450) 2 SC (449 - 425) 3 SC (424 - 400) 4 SC (399 - 375) 5 SC	374 or less	All
	UKP Consumables and Materials resulting in a max Wastage Level of 10% per month; items which cannot be Reused or Recycled as per Expo 2025 Waste Management.	13 April 2025	13 October 2025	Monthly	10% Max Waste per Month	(11% - 15%) 2 SC (16% - 20%) 4 SC (21% - 25%) 6 SC (26% - 30%) 8 SC (31% - 35%) 10SC	36% Waste	All

## Performance Indicator Definitions

For the purposes of the Table above, the following terms shall have the following meanings:

**Adequate** satisfactory or acceptable in quality or quantity

**Available** Able to be ordered by the Customer

**Break Even** the Supplier revenue should at least be equal to costs

**Entire Menu** the full product list agreed between the Supplier and the Buyer

**Events** has the meaning given in Schedule 1 (Definitions)

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**Exceptions** these are illness, injury or dismissal

**Failure** as determined by the Events Team based on failure to meet the critical success factors in the agreed Statement of Work for the event

**Staff** full or part time employees working on the UKP

**Staff Attrition** is when Staff leave employment except for the reasons outlined in **Exceptions**

**Minimum Staffing Levels** As agreed during Phase 4, Implementation as part of the Final Staffing Shift Pattern Schedule

## Part B: Performance Monitoring

### 1. Performance Monitoring & Performance Review

- 1.1. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in the form specified in Annex A of Part B of this Schedule ("Reports Table"). The Performance Monitoring Reports shall contain the matters specified in the Reports Table together with the following information in respect of each of the Service Levels
  - 1.1.1. the actual performance achieved over the Service Level for the relevant Service Period;
  - 1.1.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 1.1.3. details of any Critical Service Level Failures;
  - 1.1.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 1.1.5. 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
  - 1.1.6. such other details as the Buyer may reasonably require from time to time.
- 1.2. The Performance Monitoring Reports shall be provided and/or updated at the frequencies listed in the Reports Table provided that:
  - 1.2.1. the first Performance Monitoring Report issued after the end of a Service Period shall be the final Performance Monitoring Report in respect of that Service Period; and
  - 1.2.2. all other Performance Monitoring Reports shall be considered interim reports detailing the Supplier's interim performance against the matters specified in paragraphs 1.2.1 to 1.2.6.
- 1.3. The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a fortnightly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 1.3.1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 1.3.2. be attended by the Supplier's Representative (which, for the avoidance of doubt, shall not be a Subcontractor) and the Buyer's Representative; and
  - 1.3.3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

- 1.4. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.
- 1.5. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 1.6. The table below provides a provisional summary of how Performance Monitoring is anticipated to be monitored throughout the contract:

## Annex A to Part B: Performance Monitoring

Title	Content	Format	Frequency
Event Deliver	<p>Pre-Event Report:</p> <ul style="list-style-type: none"> <li>• Update on Logistics</li> <li>• Draft Event sheet including detailed timings of Event Programme</li> <li>• Update on RSVPs (if applicable)</li> <li>• Outstanding issues/queries</li> </ul> <p>Post-Event Report:</p> <ul style="list-style-type: none"> <li>• Final breakdown of Charges in relation to that Event</li> <li>• Final visitor numbers (split by basic profile (Gender, Age, Country))</li> <li>• Lessons learned especially on any issues that arose and steps to mitigate in future</li> </ul> <p>Overall, 6-Month Event programme report:</p> <ul style="list-style-type: none"> <li>• Number of visitors/event split by basic profile (such as demographic/country), number of VVIP / Event; number of meetings/Events</li> </ul>	Dashboard	<p>Pre-Event report to be completed no later than 1 week before the relevant Events</p> <p>Post-Event report to be completed no later than 1 week after the relevant Event</p> <p>Overall, 6-Month Event programme report to be completed no later than 2 weeks after the last Event</p>
Staffing	<ul style="list-style-type: none"> <li>• Staff attendance and punctuality data</li> <li>• New joiners/leavers</li> <li>• Absences and annual leave</li> <li>• Performance issues &amp; resolutions</li> <li>• In relation to Service Levels 2 and 3, the information required in paragraph 1.2 above.</li> </ul>	Dashboard	Weekly
Restaurant & Bar	<ul style="list-style-type: none"> <li>• Sales</li> <li>• Top selling items</li> <li>• Proposed improvements/menu changes</li> <li>• Promotional activity success</li> <li>• Planned activity</li> <li>• Stock management</li> <li>• In relation to Service Levels 4 and 5, the information required in paragraph 1.2 above.</li> </ul>	Dashboard	Weekly
Retail	<ul style="list-style-type: none"> <li>• Sales</li> </ul>	Dashboard	Weekly

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	<ul style="list-style-type: none"> <li>• Top selling items</li> <li>• Proposed improvements/product changes</li> <li>• Promotional activity success</li> <li>• Planned activity</li> <li>• Stock management</li> <li>• In relation to Service Level 6, the information required in paragraph 1.2 above.</li> </ul>		
Visitor Numbers	<ul style="list-style-type: none"> <li>• Number of visitors to the exhibition</li> <li>• Number of visitors to the gift shop</li> <li>• Number of visitors to the restaurant/bar</li> <li>• Special visits</li> <li>• Operational improvements</li> </ul>	Dashboard	Daily
Recruitment	<ul style="list-style-type: none"> <li>• Adverts live</li> <li>• Number of applicants</li> <li>• Number of interviews</li> <li>• Successful hires</li> <li>• Roles still to fill &amp; timeline</li> </ul>	Dashboard	Weekly (pre-run phase)
Charges	<ul style="list-style-type: none"> <li>• Royalty value to be paid to Expo</li> <li>• VAT owed</li> <li>• VAT to be reclaimed</li> <li>• Actuals: payroll, items bought for pavilion, training costs</li> </ul>	Excel & invoices for evidence	Monthly
All Service Areas	<ul style="list-style-type: none"> <li>• Review of Service Levels (See Schedule 10: Service Levels)</li> <li>• Review of previous fortnight and upcoming fortnights activities</li> </ul>	Dashboard & Operational Board Meetings – (See Schedule 13, Contract Management)	Weekly