

TRADER SUPPORT SERVICE

SCHEDULE 2.2

PERFORMANCE LEVELS

Performance Levels

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

"Earn-back"	has the meaning given at Paragraph 6 of Part A;
"Earn-back Period"	has the meaning given at Paragraph 6 of Part A;
"Major Service Incident"	has the meaning given to it in Annex 2;
"Performance Monitoring Report"	has the meaning given in Paragraph 1.1 of Part B;
"Performance Review Meeting"	the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Schedule, as further described in Paragraph 1.5 of Part B;
"Repeat KPI Failure"	has the meaning given in Paragraph 4.1 of Part A;
"Repeat PI Failure"	has the meaning given in Paragraph 4.2 of Part A;
"Service Credit Cap"	means the cap described at Paragraph 5.4 of Part A;
"Severity Levels"	means, for each Key Performance Indicator, the bands or levels of performance falling below the Target Performance Level which determine the seriousness of the Supplier's failure, being a Minor KPI Failure, Serious KPI Failure, Severe KPI Failure and KPI Service Threshold.

PART A: PERFORMANCE INDICATORS AND SERVICE CREDITS

1 PERFORMANCE INDICATORS

- 1.1 Annex 1 to this Schedule sets out the Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.
- 1.2 Performance Indicators are comprised of Key Performance Indicators and Subsidiary Performance Indicators, the Supplier's performance of and against which the Parties have agreed will be measured.
- 1.3 Subject to paragraph 1.9, of Part A of this Schedule, the Supplier shall perform the Services so that they meet or exceed all of the applicable Target Performance Levels at all times. Only Services provided in accordance with the terms of this Agreement (including the Authority Requirements and quality standards) shall count toward the achievement of any Performance Indicator.
- 1.4 Subject to paragraph 1.9 of Part A of this Schedule, each Performance Indicator which relates to a Service shall apply and be measured from the Operational Service Commencement Date of the relevant Service(s) to which that Performance Indicator relates (unless otherwise stated in Annex 1).
- 1.5 The Supplier shall monitor its performance of the Services against each Performance Indicator [REDACTED] in accordance with paragraph 1.9 of Part A of this Schedule) and shall send the Authority a Performance Monitoring Report detailing the level of service and relevant level of performance actually achieved by the Supplier against each Performance Indicator in the relevant Service Period in accordance with the provisions of Part B of this Schedule.
- 1.6 If [REDACTED] the Supplier fails to measure or report on a Performance Indicator in accordance with the requirements placed upon it by Part B of this Schedule:
- (a) the Supplier shall be deemed to have failed to meet the Target Performance Level for the relevant Performance Indicator in the relevant Service Period, unless the Authority otherwise agrees in writing; and
 - (b) for the purposes of Paragraph 3 below and in respect of Key Performance Indicators only, [REDACTED], Service Credits shall accrue to the Supplier in respect of that deemed Performance Failure for the relevant Service Period at the highest available level of Service Credits associated with that Key Performance Indicator.
- 1.7 If the level of performance of the Supplier during any Service Period [REDACTED] is below the Target Performance Level in respect of a Key Performance Indicator, Service Credits shall accrue to the Supplier in respect of that Key Performance Indicator as calculated in accordance with Paragraphs 3 and 4 of this Part A.
- 1.8 Service Credits do not accrue for any PI Failure which occurs in the relevant Service Period, however the relevant Subsidiary Performance Indicator shall be monitored and reported on in accordance with Part B of this Schedule.
- [REDACTED]

1.9

[REDACTED]

1.10

[REDACTED]

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

[REDACTED]

1.11

[REDACTED]

(a)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

1.12

[REDACTED]

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]

1.13 [REDACTED]

- (a) [REDACTED]
- (b) [REDACTED]
 - (i) [REDACTED]
 - (ii) [REDACTED]
 - (iii) [REDACTED]

1.14 [REDACTED]

1.15 [REDACTED]

1.16

[REDACTED]

1.17

[REDACTED]

1.18

[REDACTED]

2 CREATION, MODIFICATION, PROMOTION AND DEMOTION OF PERFORMANCE INDICATORS AND KEY BUSINESS EVENTS

- 2.1 Without prejudice to the rules on promotion and demotion below, new Performance Indicators for existing Services may only be added to the Agreement through the Change Control Procedure. Where a new Service is introduced to this Agreement through the Change Control Procedure, appropriate Performance Indicators, Target Performance Levels, Minor KPI Failure thresholds, Serious KPI Failure thresholds and Severe KPI Failure thresholds may either be proposed by the Authority or failing that, shall be proposed by the Supplier (acting reasonably and in good faith in accordance with Good Industry Practice) as part of its Impact Assessment in relation to the relevant proposed Change (and, so far as possible, taking an approach which is commensurate with the nearest equivalent Performance Indicator(s) already in existence under the Agreement and the best equivalent level which is otherwise available in the market at the relevant time). Such proposed details will be agreed and documented at the same time that the new Service is agreed and documented.
- 2.2 Unless otherwise agreed in writing by the Authority, the Supplier shall not be entitled to invoice for any Charges for any new Service until the Performance Indicators, Target Performance Levels and performance thresholds which are to apply to the same have been defined, agreed and documented.
- 2.3 Once Performance Indicators, Target Performance Levels, Minor KPI Failure thresholds, Serious KPI Failure thresholds, Severe KPI Failure thresholds, Critical Failure Performance Levels and Severity Levels have been defined, agreed and documented for a new Service in accordance with Paragraph 2.1 above, the Supplier shall be entitled to invoice the Authority, in accordance with the invoicing conditions set out within Schedule 7.1, in respect of its provision of the new Service from the date on which the new Service commenced. Any such invoice shall take account of and include any Service Credits which would have accrued to the Authority had the new Performance Indicators, Target Performance Levels and Severity Levels (which have been agreed in respect of the relevant Service) been agreed and applicable from and including the date on which the new Service commenced (including deemed failures as provided for in Paragraph 1.6 above).

- 2.4 The Authority may remove a Performance Indicator at its sole discretion at any time by giving notice to the Supplier. Such notice and removal will take effect from the end of the relevant applicable Measurement Period or, if sooner, the date following 30 days from the date of the notice (or such other time, if any, as may be specified by the Authority in the relevant notice). The consequence of such removal by the Authority shall be that the removed Performance Indicator will no longer be applicable to future or existing Services.
- 2.5 Any KPI may be demoted by the Authority to a PI and (unless expressly stated otherwise in this Agreement) any PI may be promoted by the Authority to a KPI in each case in accordance with Clause 7.7(b) of this Agreement.

3 SERVICE CREDITS

- 3.1 If, [REDACTED], the level of performance of the Supplier during a Service Period meets or exceeds the Target Performance Level in respect of a Key Performance Indicator, no Service Credits shall accrue to the Supplier in respect of that Key Performance Indicator.
- 3.2 If, [REDACTED], the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Credits shall accrue to the Supplier in respect of that Key Performance Indicator as set out in paragraph 3.3.
- 3.3 The value of the Service Credits that shall accrue to the Supplier in respect of a KPI Failure shall be determined in accordance with Annex 1 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a KPI Service Threshold, unless the KPI Failure is a Repeat KPI Failure in which case the provisions of Paragraph 4 shall also apply.
- 3.4 For the avoidance of doubt, Service Credits shall be accrued cumulatively by the Supplier where relevant across the Services (and for each KPI against which there is a relevant KPI Failure). Service Credits accrued by the Supplier for all KPI Failures in a Service Period shall be added together to give the total Service Credit due from the Supplier in respect of that Service Period.

4 REPEAT KPI AND PI FAILURES

- 4.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a **"Repeat KPI Failure"**.
- 4.2 If a PI Failure occurs in respect of the same Subsidiary Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent PI Failure shall be a **"Repeat PI Failure"**. The Supplier shall track and report on the current number of sequential Repeat PI Failures for each Subsidiary Performance Indicator.
- 4.3 In each Performance Monitoring Report, the Supplier shall track and report on the current number of sequential Repeat KPI Failures for each KPI (the **"Repeat Failure Count"**). For example, if a KPI Failure has occurred in three (3) sequential Measurement Periods, the Repeat Failure Count will be two (2).

- 4.4 The Repeat Failure Count shall be a count of the number of sequential Repeat KPI Failures (being failures to meet the relevant Target Performance Levels). The severity of the Performance Failure shall be irrelevant to the Repeat Failure Count.
- 4.5 When, in a Measurement Period, a KPI with a Repeat Failure Count above zero (0) meets its Target Performance Level, the Repeat Failure Count shall be reset to zero (0).
- 4.6 Without prejudice to the Authority's other rights and remedies, there shall be no upper limit to the Repeat Failure Count. However, a Repeat Failure Count of four (4) or more shall be deemed to be a Critical Performance Failure by the Supplier against the relevant KPI.
- 4.7 If a KPI Failure occurs in respect of the same Key Performance Indicator in any five Service Periods in a rolling 12 month period, the fifth such KPI Failure shall also be deemed to be a Critical Performance Failure by the Supplier against the relevant KPI.

5 SERVICE CREDITS AND AMOUNT AT RISK

- 5.1 [REDACTED], the following table will subject to the provisions of paragraph 1.10 (f) and 1.13 (a) apply for the application of Service Points - with the weightings for each KPI [A - D, Low - Very High] to be determined by the Authority in accordance with paragraph 1.18:

Weighting	Minor KPI Failure	Serious KPI Failure	Severe KPI Failure	KPI Service Threshold
A - Low				
B - Moderate				
C - High				
D - Very High				

- 5.2 [REDACTED]
- 5.3 Schedule 7.1 (*Charges and Invoicing*) sets out the mechanism by which Service Credits are applied to invoices.
- 5.4 The Service Credit Cap is [REDACTED]% of the Service Charges paid and/or due to be paid by to the Supplier under this Agreement in respect of the Service Period in which the relevant Service Credits are accrued. For the avoidance of doubt, the operation of a Service Credit Cap shall not affect the continued recording of accruals of Performance Failures where relevant in accordance with the provisions of this Schedule (for the purposes of calculating whether certain thresholds within this Agreement have been reached).
- 5.5 The Authority shall use the Performance Monitoring Reports provided pursuant to Part B, amongst other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

6 EARN-BACK MECHANISM

6.1 If, in relation to any Key Performance Indicator, a Service Credit accrues in respect of a Service Period, but:

- (a) in each of the following three (3) consecutive Service Periods (the “**Earn-back Period**”) the Supplier meets or exceeds the Target Performance Level in respect of that Key Performance Indicator; and
- (b) in the event that the Service Credit accrued in respect of a:
 - (i) Material KPI Failure the Rectification Plan Process has been complied with and the applicable Rectification Plan has been fully implemented by the Supplier in accordance with the terms of this Agreement; or
 - (ii) KPI Failure, the Supplier has (where the Supplier has agreed to do so at the Performance Review Meeting or Service Management Board) provided the Authority with a report to confirm the steps taken to prevent reoccurrence of the KPI Failure, and such report has been approved by the Service Management Board in accordance with the requirements of Schedule 8.1 (Governance),

then the Supplier shall earn-back ■% of that initial Service Credit which has accrued in respect of that same Key Performance Indicator (“**Earn-back**”). In relation to the application of this paragraph 6.1:

- (c) in no circumstances shall the amount of Earn-back that the Supplier is entitled to exceed the Service Credit Cap;
- (d) this Earn-back mechanism shall not apply in respect of a deemed Performance Failure in accordance with paragraph 1.6 to Part A of this Schedule;
- (e) the Earn-back shall not apply in respect of any Repeat KPI Failures, Service Credits which accrued due to the level of performance which constituted a KPI Service Threshold, or Critical Performance Failures;
- (f) save for the payment of the Earn-back, the accrual of any Earn-back shall not affect whether or not the associated KPI Failure took place and the contractual implications of this; and
- (g) the accrual of any Earn-back shall not affect the accrual of the initial Service Credit towards the Service Credit Cap.

6.2 Any Earn-back shall be paid by the Authority to the Supplier in accordance with Schedule 7.1 (*Charges and Invoicing*).

PART B: PERFORMANCE MONITORING

1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within 10 Working Days of the end of each Service Period, the Supplier shall provide a report to the Authority Representative which summarises the performance by the Supplier against each of the applicable Performance Indicators as more particularly described in Paragraphs 1.1 and 1.3 of this Part B (the “**Performance Monitoring Report**”).
- 1.2 The Supplier shall carry out performance monitoring and performance review individually for each Service. The method of performance reporting for each Service in accordance with this Part B shall be in such format (and using such tools) as the Authority may request from time to time.
- 1.3 The Performance Monitoring Report shall be in such format as requested by the Authority from time to time, but shall contain, as a minimum, the following information:

Information in respect of the Service Period just ended

- (a) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period and the relevant Service Period which has just ended taking account of the application of stop the clock under paragraph 1.9 and any exclusions as described in paragraph 1.11 of this Part B below, and that achieved over the previous three (3) relevant Measurement Periods;
- (b) a summary of all Performance Failures that occurred during or which have occurred by the end of the Service Period;
- (c) the Severity Level of each KPI Failure which occurred during the Service Period or by the end of it and whether each PI Failure which occurred during the Service Period fell below the PI Service Threshold;
- (d) which Performance Failures remain outstanding and progress in resolving them;
- (e) for any Material KPI Failures or Material PI Failures occurring during or by the end of the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;
- (f) the status of any outstanding Rectification Plan processes, including:
 - (i) whether or not a Rectification Plan has been agreed; and
 - (ii) where a Rectification Plan has been agreed, a summary of the Supplier’s progress in implementing that Rectification Plan;
- (g) for any Repeat KPI Failures and/or Repeat PI Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (h) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;

- (i) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;
- (j) such other details as the Authority may reasonably require from time to time;

Information in respect of previous Service Periods

- (k) a rolling total of the number of Performance Failures that have occurred over or by the end of the past twelve (12) Service Periods; and
- (l) the amount of Service Credits that have been incurred by the Supplier over or by the end of the past twelve (12) Service Periods.

Review of Performance

- 1.4 The Performance Monitoring Report shall be reviewed by the Authority including at the next Performance Review Meeting held in accordance with Paragraph 1.5. The Supplier acknowledges and agrees that the Authority may, whilst it considers the Performance Monitoring Report, provide, acting reasonably and in good faith, its own assessment of the Supplier's actual level of performance against a particular Performance Indicator. In the event of any dispute or difference between the Supplier's assessment and the Authority's assessment in respect of a Performance Indicator the Authority's assessment shall, for the purposes of the calculation of the Supplier's level of actual performance in relation to the relevant Service Period (and any associated remedies), prevail. However, without prejudice to the foregoing, the Supplier shall be entitled to subsequently escalate any remaining dispute or difference in accordance with Schedule 8.3 (*Dispute Resolution Procedure*).
- 1.5 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports. These meetings ("**Performance Review Meetings**") shall (unless otherwise agreed):
 - (a) take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;
 - (b) take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
 - (c) be attended by the Supplier Representative and the Authority Representative.
- 1.6 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any Performance Failure.
- 1.7 The Supplier shall keep appropriate documents and records in relation to the Services being delivered. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominees at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 1.8 In addition to the requirements above and elsewhere in this Agreement to maintain and provide appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier after each Operational Service Commencement Date and the calculation of the amount of Service Credits for any specified period.

- 1.9 The Supplier shall ensure that the Performance Monitoring Report, and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

Stop the Clock

- 1.10 The Supplier will be entitled to "stop" the clock in respect of a Performance Indicator for the duration of the affected period where and to the extent there is a delay directly due to an event specified in Annex 1 to this Schedule containing the detail of the Performance Indicators or due to any of the following circumstances:

- (a) provision of relevant information from the Authority, an Authority third party or user of the Services is incomplete, delayed or inaccurate; or
- (b) the Supplier is awaiting the completion of an activity by the Authority, an Authority third party or a user of the Services which must be undertaken before the Supplier can progress the relevant service; or
- (c) the provision of the relevant Services is negatively impacted by service failures relating to the Authority's Systems or third party systems;
- (d) delays directly impacting the Performance Indicator/s are caused by the Authority, or the Authority's third parties including failure to adhere to Authority Responsibilities under the Agreement,

provided that in all cases the "stop" the clock is applicable to the extent that paragraphs (a) to (d) lead to delay.

- 1.11 Where the Performance Indicator clock has been stopped pursuant to paragraph 1.10 of this Part B, the clock will recommence, when the circumstance, as detailed in paragraph 1.10 of this Part B, has been resolved, from the point at which the Performance Indicator clock was originally stopped.

Exclusions

- 1.12 To the extent that any services, events or periods that are measured as part of a Performance Indicator are not successfully achieved in accordance with the relevant Performance Level and that such failure is as a direct result of any of the following scenarios or specific scenarios set out in the detail of the Performance Indicators in Annex 1 to this Schedule, then such services, events or periods shall be disregarded for the purpose of calculating the Supplier's performance against the relevant Performance Indicator (and shall be excluded for the purposes of calculating whether the Performance Indicator has been achieved):

- (a) the Supplier's failure to perform is as a result of the failure by the Customer to meet an Authority Responsibility; or
- (b) the underlying cause of the failure can be reasonably shown to have been due to an act or omission or root cause of the Authority, its employees, its third party's or the user of the Services; or

- (c) the volumes in the relevant Service Period exceed the volumes set out in Annex 2 of Schedule 2.1; or
- (d) the KPI Failure was caused by a Force Majeure Event affecting the Supplier's ability to provide the Services in respect of the relevant Performance Indicator.

Low Volume Thresholds

- 1.13 In the event that the number of measures being measured for an event driven Performance Indicator in any Service Period is equal to or less than the "Minimum Volume Threshold" identified for that Performance Indicator as set out in the 'Minimum Volume Threshold' column of the Performance Level table in Annex 1 to this Schedule then any failure to meet the applicable Performance Indicator in that Service Period shall not count as a Performance Failure for the relevant Performance Indicator for that Service Period and no Service Credits shall become due for that Performance Indicator for that Service Period.

1.14 PERFORMANCE VERIFICATION

The Authority reserves the right to verify any aspect of the Services and the Supplier's performance under this Agreement against the Performance Indicators, including by sending test transactions through the IT Environment or otherwise.

2 CORRECTIVE ACTION PLANS AND MAJOR SERVICE INCIDENT MANAGEMENT

The Parties acknowledge and agree that they will each comply with the provisions of Annex 2 [REDACTED]

ANNEX 1: KEY PERFORMANCE INDICATORS AND SUBSIDIARY PERFORMANCE INDICATORS

KEY PERFORMANCE INDICATORS AND SUBSIDIARY PERFORMANCE INDICATORS TABLES

Overview

Partnership and transparency will underpin KPI and performance level development and agreement, the aim is to provide transparency over the whole system performance (to the extent within the Supplier's control) in terms of inputs, outputs and outcomes, a single version of the truth, by applying the following principles:

- [REDACTED] the Authority and the Supplier will jointly review the KPIs to determine if they provide the most appropriate measure of the service.
- [REDACTED]
- [REDACTED]
- The Authority will have access to a dashboard reporting tool to allow drill down.
- [REDACTED]
- KPIs must be capable of automated measurement, the basis of calculation will be agreed and documented in Schedule 2.2.
- The aim of KPIs will be to drive for both quality of service and effectiveness where possible.
- KPIs are intended to measure the total end to end service.

Part A: Key Performance Indicators

Part A to Annex 1 has been withdrawn for Freedom of Information Act purposes

Part B: Subsidiary Performance Indicators

(None as at the date of this Agreement)

Part C: Definitions

For the purposes of this Annex 1, the following expressions shall have the meanings set opposite them below:

“Operating Hours” in relation to any Service, the hours for which that Service is to be operational as set out in Annex 3 to Schedule 2.1 (Services Description);

“Planned Maintenance” shall be as defined in Annex 3 of Schedule 2.1 (Service Description);

“Total Period Service Availability” means the total number of minutes that the Service should be available for in the relevant Service Period; and

“Unplanned Downtime” means time (calculated in minutes) that is not part of the planned downtime agreed with the Authority and where the Services are not available.

ANNEX 2 - CORRECTIVE ACTION PLANS AND MAJOR SERVICE INCIDENT MANAGEMENT

Corrective Action Plans

Either Party shall be entitled to raise a material concern about the performance of the Services, [REDACTED] for KPIs 1, 2 and 3 set out in Annex 1 and timings of the Customs Declaration processing, and where performance is not at a level that the Parties reasonably consider is appropriate and is likely to remain at such a level, the Parties shall reasonably agree the appropriate ongoing action and focus required including where appropriate designation as a Major Service Incident in accordance with the following provisions:

1. The Parties shall promptly meet to discuss any material concerns raised about the performance of the Services to understand the nature and cause of the performance issues. The Parties shall use relevant management information and performance data provided by the Supplier under the Agreement to support such discussions. The Parties shall promptly determine appropriate actions and focus to address the performance issues to be captured in an agreed corrective action plan to be produced by the Supplier.
2. The corrective action plan will set out the actions required to address the performance issues and which Party is responsible for completion of each action and the date by which each action should be completed and shall be agreed at the Service Management Board.
3. The Parties will agree as part of the corrective action plan whether there are any additional resources (labour and non-labour) that need to be deployed and where these cannot be provided for by reallocating existing resources how they will be resourced or funded.
4. Each Party will implement the agreed actions and maintain the improvements applicable to it within the timescales set out in, and otherwise in accordance with, the corrective action plan.
5. The Parties will record and regularly report progress or developments under the corrective action plan to the Service Management Board.

Major Service Incident Management

1. The Supplier will run a Major Service Incident management function on a 24x7x365 basis, coordinating relevant Supplier Personnel, third party and Authority resources assigned to resolving the Major Service Incident comprising:

- a. declaring Major Incidents and promptly notifying the Authority that a Major Service Incident has been declared;
 - b. assigning a Major Incident manager that acts as a named point of contact through the Major Service Incident lifecycle (who shall remain consistent where possible);
 - c. initiating and running the Major Service Incident recovery call;
 - d. issuing stakeholder communications (SMS and written reports);
 - e. report on Major Service Incident as part of the Service Management Board and Performance Review Meetings or on request by exception;
 - f. producing monthly Major Service Incident reports; and
 - g. holding post-Major Service Incident reviews.
2. The Authority will be responsible for business communications and posts on internal communication tools.
3. A “Major Service Incident” in this context shall include:
 - a. High number of TSS Users (likely to be in the many ■■■) unable to access TSS portal not due to TSS User connectivity issues.
 - b. A high proportion of TSS Users unable to submit Customs Declarations information not due to TSS User connectivity issues.
 - c. Average Declaration Processing time noticeably impacting goods movement.
 - d. Connectivity to HMRC systems failing consistently.
 - e. Major outage of a TSS system component.
4. For the avoidance of doubt a Breach of Security shall be managed in accordance with the provisions of Schedule 2.4 (Security Management).