

Call-Off Schedule 14 (Service Levels)

Call-Off Ref: CCYZ22A01

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Call-Off 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):

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to this Schedule;
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to this Schedule; and
"Performance Monitoring Reports"	has the meaning given to it in Paragraph 1.2 of Part B of this Schedule.

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

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A.
- 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 Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.2 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the buyer can end a contract).

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2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of a Service Level Performance Measure in respect of one or more Service Levels and the Supplier 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; and

2.5.2 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.

3. Critical Service Level Failure

3.1.1 On the occurrence of a Critical Service Level Failure the Buyer shall be entitled to a full refund of all transaction fees charged during the period of 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.

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Part A:

1. Service Levels

1.1 If the level of performance of the Supplier:

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

1.1.2 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:

1.1.3 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;

1.1.4 instruct the Supplier to comply with the Rectification Plan Process; and/or

1.1.5 if a Critical Service Level Failure has occurred, exercise its right to compensation for Critical Service Level Failure (including the right to terminate this Contract for material Default).

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Annex to Part A: Services Levels

SLA Ref	Service Level	Detail	Service Level Performance Measure	Service Level Threshold	Monitoring and Reporting
SL1	Supplier Performance	The Supplier shall not exceed capped delegate rates.	Demonstrate implementation of capped delegate rates of 98% for all bookings per month.	90%	Supplier shall provide Monthly Performance Monitoring Report to the Buyer. The Buyer shall retain the right to audit and/or conduct spot checks.
SL2	Supplier Performance	The Supplier shall not exceed group accommodation rates.	Demonstrate implementation of capped group accommodation rates of 98% for all bookings per month;	90%	Supplier shall provide Monthly Performance Monitoring Report to the Buyer. The Buyer shall retain the right to audit and/or conduct spot checks.

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SL3	Supplier Performance	The Supplier shall comply with the Hospitality Framework in relation to non-compliant spend.	Demonstrate 100% implementation of Hospitality Framework in relation to non-compliant spend per month;	95%	Supplier shall provide Monthly Performance Monitoring Report to the Buyer. The Buyer shall retain the right to audit and/or conduct spot checks.
SL4	Quality of Services	The Supplier shall price match venue hire and accommodation costs.	Demonstrate price matching of 100% for venue hire and accommodation costs per month;	90%	Supplier shall provide Monthly Performance Monitoring Report to the Buyer. The Buyer shall retain the right to audit and/or conduct spot checks.
SL5	Quality of Services	The Supplier shall negotiate prices to deliver VFM to the buyer.	Demonstrate negotiation of prices for best VFM for 98% of bookings per month;	90%	Supplier shall provide Monthly Performance Monitoring Report to the Buyer. The Buyer shall retain the right to audit

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					and/or conduct spot checks.
SL6	Complaint Handling	The Supplier shall resolve complaints in accordance with Framework (RM 6217- Lot 4 Timescales.	Resolution of 98% customer service complaints in accordance with Framework (RM 6217 - Lot 4) timescales for response and resolution per month. Complaints to be logged and to be reported on when they have been dealt with;	90%	Supplier shall provide Monthly Performance Monitoring Report to the Buyer. The Buyer shall retain the right to audit and/or conduct spot checks.
SL7	Accurate and Timely Invoices	The supplier shall submit accurate and timely invoices within 5 working days of the end of the financial period. (monthly)	Receipt of reports within 5 working days of end of financial period (monthly) on 98% of occasions.	95%	The supplier shall provide accurate and timely invoices within 5 working days of the end of the financial period. The Buyer shall retain the right to audit and/or conduct spot checks
SL8	Cancellations	The Supplier shall acknowledge Cancellation within 4 working hours for	98% of monthly cancellations must be acknowledged within 4 working hours for response and resolution within an agreed time.	90%	Supplier shall provide Monthly Performance

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		response and resolution within an agreed time and report on how many are re-booked rather than cancelling;	Supplier to report on how many are re-booked rather than cancelling;		Monitoring Report to the Buyer. The Buyer shall retain the right to audit and/or conduct spot checks
SL9	Finding suitable venues	The Supplier shall respond to requests for suitable venues within 4 working hours and agree a suitable time for x3 options to be provided.	98% of monthly requests for an initial proposal of x3 suitable venues will be responded to within 4 working hours, with a suitable response time agreed for the 3 options (unless a different response time has been pre-arranged with the Customer);	90%	Supplier shall provide Monthly Performance Monitoring Report to the Buyer. The Buyer shall retain the right to audit
SL10	Amendments to Proposal	The Supplier shall action any amendments to an initial proposal within 4 working hours and agree a suitable time for a response.	98% of any monthly amendments from the initial proposal will be actioned within 4 working hours for a response within an agreed time (unless a different response time has been pre-arranged with the Customer);	90%	Supplier shall provide Monthly Performance Monitoring Report to the Buyer. The Buyer shall retain the right to audit

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SL11	Confirmation Document	The Supplier shall issue a confirmation document within 24 hours, unless another time is agreed for response.	A confirmation document will be sent within 24 hours on 98% of occasions in a month unless another time is agreed for response;	95%	Supplier shall provide Monthly Performance Monitoring Report to the Buyer. The Buyer shall retain the right to audit
SL12	Customer Survey	The Supplier shall conduct customer satisfaction surveys to review/measure user service performance.	The Buyer's survey needs to score a minimum average of 80% on a scale of 100 (1%=Very Dissatisfied and 100%=Very Satisfied).	60%	Format to be agreed and survey undertaken when requested by the buyer. Successful delivery of areas/points to be evidenced at review meetings by Supplier (e.g. in form of a presentation covering every point listed).

Part B: Performance Monitoring

1. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within twenty (20) Working Days of the Start Date, the Supplier shall provide the Buyer 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.
- 1.2 The Supplier shall provide the Buyer 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:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 1.2.5 such other details as the Buyer may reasonably require from time to time.
- 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis or such other period agreed between the Parties. 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 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 Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

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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.

2. Satisfaction Surveys

2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.