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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 Credit Cap"	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 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 be allowed a one-month grace period at the start of each Contract Year in respect of any Service Level Failure, during which period Service Credits shall not be applicable. Following the one-month grace period in each Contract Year, the Buyer shall be entitled to Service Credits in accordance with this Schedule.

2.4 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.

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

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

2.5.2 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

2.5.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the buyer can end a contract).

2.6 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:

2.6.1 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

2.6.3 there is no change to the Service Credit Cap.

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 Buyer shall (subject to the Service Credit Cap) 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.

Part A: Service Levels and Service Credits

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;

1.1.5 if a Service Level Failure has occurred, deduct the applicable Service Credits payable by the Supplier, or require the Supplier to provide a refund against transaction fees paid, to the Buyer; and/or

1.1.6 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).

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.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice or provide a refund against transaction fees paid, in accordance with the calculation formula in the Annex to this Schedule.

2.3 For the purpose of the Service Credit calculations in the Annex to this Schedule, one (1) Service Credit is equal to the sum of one £1 Pound Sterling (£1).

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Annex to Part A: Services Levels and Service Credits Table

SLA Ref	Service Level	Detail	Service Level Performance Measure	Monitoring and Reporting	Threshold	Service Credit
SL 1	**Online Booking System and mobile booking app availability**	Notwithstanding periods of scheduled non availability (see SL2), Online Booking System and mobile booking app (where appropriate) shall be available 100% of available minutes measured and reported on a monthly and quarterly basis.	Online Booking System and mobile booking app shall be available 100% of available minutes Online Booking System and mobile booking app availability is measured as 1440 minutes per day x number of days in reporting month.	Supplier shall provide the Service Credit Performance Report, to the Contracting Authority by the 12th of the following month. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	85%	100 credits for each and every 0.1% below target.

SL 2	**System Maintenance (including but not limited to Online Booking System, mobile booking app, GDS and rail ticket printers)**	Planned System maintenance (including but not limited to online tools, mobile booking app, GDS and rail ticket printers) to be communicated to the Contracting Authority at least 2 weeks in advance of the commencement of scheduled maintenance.	Notification of non-availability of the system shall be shared in writing with the Contracting Authority at least 2 weeks in advance of the commencement of the scheduled maintenance and or system upgrades. Notifications shall also be posted on the Online Booking System. The Supplier shall inform the Contracting Authority if any action is required to implement the system upgrade and the benefits that any system upgrades shall deliver to the Contracting Authority, as applicable, with a minimum of 2 weeks' notice.	Service Credit Performance Report, the Contracting Authority by the 12th of the following month. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	1 Week in advance	100 credits per day below the 2-week target, applicable to each incident
SL 2 A	**System maintenance (including but not limited to Online Booking**	In case of unplanned system maintenance that may directly or indirectly affect the Contracting Authority, the Supplier shall take all necessary actions, including system maintenance immediately.	Information on non-availability of the system is to be shared with the Contracting Authority at least 1	Service Credit Performance Report, to the Contracting Authority by the 12th of the		100 credits for failing to achieve the 1-hour target applicable to each incident.

	System, mobile booking app, GDS and rail ticket printers)		hour in advance of the commencement of the emergency maintenance / upgrade. The Supplier shall inform the Contracting Authority if any action is required and the benefits that any emergency upgrades shall deliver to the Contracting Authority and Customer, as applicable, with a minimum of 1 hours' notice.	following month. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	30 Minutes	
SLA 2B	**Security Breach**	In case of security breaches that may directly or indirectly affect the Contracting Authority, the supplier shall take all necessary actions, including system maintenance immediately.	Report of a security breach should be provided in writing to the Contracting Authority within 1 hour of the breach being discovered.	Service Credit Performance Report, to the Contracting Authority by the 12th of the following month. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	30 Minutes	100 credits for failing to achieve the 1-hour target applicable to each incident.

SL 3	**Security Breaches**	The Supplier must report any security breaches as per the security schedule.	There shall be no security breaches.	Reporting of security breaches as per the security schedule.	No security Breaches	1000 credits per breach.
SL 4	**Telephone answering times**	**Core Hours - All telephone calls shall be answered within 30 seconds by a person.** **Non-core hours - All telephone calls shall be answered within 120 seconds by a person.** **Any time an answer machine and/or automated attendant model may require, to play a recorded message, has to be included in the 30 seconds (and/or 120 seconds).**	**Core hours:** 95% of calls answered within 30 seconds by a person (abandoned calls must be included in this measure). **Non-core hours:** 90% of calls answered within 120 seconds by a person (abandoned calls must be included in this measure).	Service Credit Performance Report to the Contracting Authority by the 12th of the following month. Abandoned calls must be included in this measure. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	Core Hours 60% Non-core hours 50%	20 credits for each and every 0.1% below target.

SL 4 A	**Real-time assistance service (if a telephone solution is provided)**	Core Hours - All telephone calls shall be answered within 60 seconds by a person. Non-core hours - All telephone calls shall be answered within 180 seconds by a person Any time an answer machine and/or automated attendant model may be required has to be included in the 60 seconds (and/or 180 seconds).	**Core hours:** 95% of calls answered within 60 seconds. **Non-core hours:** 90% of calls answered within 180 seconds.	Service Credit Performance Report to the Contracting Authority by the 12th of the following month. Abandoned calls must be included in this measure. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	Core Hours 60% Non-core hours 50%	20 credits per for each and every 0.1% below target.
SL 4 B	**Real-time assistance service (if NOT a telephone solution)**	To be determined and agreed by Contract Variation if necessary				

SL 5	**Booking completion times**	**The supplier shall as a minimum meet the following booking completion times:** - Online bookings shall be completed instantly. - Offline phone bookings shall be completed while the booker is on the phone (unless requested otherwise by the booker). Where this isn't practicable (for example if third party suppliers need to be contacted) bookings should be completed within 2 hours, allowing 4 hours for long haul/multi sector itineraries. - This also applies to email bookings but excludes group air bookings.	**100% of online bookings** to be completed and confirmed instantly. Exceptions are transaction that don't have live availability/inventory . During core hours 95% of offline phone bookings, exceptional online bookings (as per above) and email bookings, itineraries to be confirmed to traveller and/or booker within 2 hours (up to a maximum of 4 hours for or long haul/multi sector itineraries). **During non-core hours 90%** of offline bookings to be confirmed instantly or within 2 hours, Emergency Booking During core and non-core hours 100% to be confirmed immediately	Service Credit Performance Report to the Contracting Authority by the 12th of the following month. The Contracting Authority and the Customer shall retain the right to audit and/or conduct spot checks.	90% of online bookings 85% of off-line bookings during core hours. 80% of Offline bookings during non-core hours. 95% of Emergency Bookings	20 credits for each and every 0.1% below target.

SL 6	**Accuracy of documentation**	The supplier shall ensure the accuracy of the content of all confirmations / tickets / vouchers and invoices (to include that mandatory reference fields are completed as given).	**Minimum levels:** * Confirmations / tickets / vouchers - online 100% / offline 99.9% of all transactions booked * Invoices: 100% of all invoices issued	Service Credit Performance Report, the Contracting Authority by the 12th of the following month. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	90%	20 credits for each and every 0.1% below target.

SL 7	**Management Information shall be accurate, complete and delivered on time.**	Accurate and complete Management Information shall be delivered to the Contracting Authority to the agreed timescales,	* 100% accuracy and completeness of all data (as per MI template guidelines) on 7th day of the following month. * 100% availability of data to the Contracting Authority by the 7th day of the following month, regardless of mode of delivery. If the 7th day falls on a weekend or bank holiday, the MI shall be provided the following working day.	Supplier shall make available the MI report, to the Contracting Authority by the 7th of the month. For example, January MI must be available on the 7th of February. The Contracting Authority and the Customer shall retain the right to audit and/or conduct spot checks.	N/A N/A N/A	100 credits for every 1 working day of non-receipt of data. 50 credits for inaccuracy and/or incompleteness of data if data hasn't been corrected within 5 days of Contracting Authority notifying the Supplier of inaccuracy and/or incompleteness. If data is not corrected after these 5 working days, another 50 credits will be applied for every 3 days.

SL 8	**Savings recommendation report**	The Supplier shall deliver the savings recommendation report to the Contracting Authority	Supplier shall deliver the savings recommendation report together with the Service Credit Performance Report on the 12th of the first month of each quarter to the Contracting Authority	Service Credit Performance Report the Contracting Authority by the 12th of the following month. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	N/A	20 credits for every 1 working day of non-receipt of report.

SL 9	**A) Response times and Complaints Management** **B) Ratio of complaints against bookings made**	**A) Complaints management:** The Supplier shall acknowledge all contact (including but not limited to emails/calls/fax/voice mail) regarding risks, issues, concerns, questions and complaints in the relation to the Services within four (4) business hours of receipt and resolve satisfactorily. **B) Ratio of complaints against bookings made** Number of upheld complaints against the Supplier performance should not exceed 0.3% of the total bookings made. Note: this will not include complaints against third party providers which we cannot measure the Supplier on.	A) Minimum 99% of contact acknowledged within 4 business hours of receipt (automated acknowledgement emails do not count as a response). 1) Updates on how the Supplier is proactively working to seek a resolution shall be provided to the Contracting Authority at intervals of 2 working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties. 2) 97% of complaints and issues to be resolved within 3 working days unless referred to a 3rd party supplier. 3) If a complaint/issue is referred to a 3rd party supplier these are to be:	Service Credit Performance Report to the Contracting Authority by the 12th of the following month. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	90% of contact acknowledged within 4 hours of receipt 80% of complaints and issues to be resolved within 3 working days unless referred to a third-party supplier 40 working days	**A)** 20 credits for each and every 0.1% below target.

			a) resolved within 20 working days or b) an update provided every 5 working days until a satisfactory conclusion is reached. If the 3rd party supplier is a provider of choice of the Supplier (including but not limited to a courier service or a visa service), the complaint measurements listed above in point 2) apply. B) Number of upheld complaints against the Supplier shall not exceed 0.3% of total bookings made aggregated across all transaction types		2%	**B)** 20 credits for every 0.1% above target

SL 10	**Supplier Review Meeting(s)**	Supplier to attend monthly Keeping In Touch reviews, plus quarterly performance review meetings. Attendance can be in person or by teleconference (as agreed with the contracting Authority). This applies unless Contracting Authority and Supplier agree on alternate timeframe (e.g. half yearly).	100% attendance in person or by teleconference. A meeting is only missed if it has been cancelled by the Supplier but not rescheduled within 7 working days. Successful delivery of areas/points to be evidenced at review meetings by Supplier (e.g. in form of a presentation covering every point listed).	Service Credit Performance Report, to the Contracting Authority by the 12th of the following month. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	N/A	N/A

SL 11	**Effective delivery of account management**	**Not Used**				

SL12	**Traveller and/or travel / venue booker survey**	When requested, Supplier shall conduct a satisfaction survey to measure key service delivery components to both travellers and travel bookers. Audience / distribution, frequency, approach and questions to be agreed between the Supplier and the Contracting Authority, as applicable.	Target 75 points or higher when all questions aggregated. Each question rates 1 - 10 (1 = highly dissatisfied / 10 = highly satisfied).	Results to be shared with Customer in a timely manner.	50 points	500 credits for failing to achieve target.
SL13	**Refunds**	Applicable to: - Refunds for unused rail tickets (including unprinted tickets) and airline tickets which have been returned to the Supplier - Refunds for uncollected rail tickets	100% credited to traveller's cost centre within 2 months of date of intended travel and/or 100% credited to traveller's cost centre within 2 months of ticket expiry date	Service Credit Performance Report, the Contracting Authority by the 12th of the following month. The Contracting Authority shall retain the right to audit and/or conduct spot checks.	90% 90%	20 credits for every 0.1% below target

SL CCS 1	**Rate availability**	All government negotiated rates/fares (applicable to accommodation, air and rail) must be visible and bookable, online and offline.	100% of government negotiated rates/fares visible and bookable online and offline (where availability is known and for accommodation, if rate is Last Room Availability LRA), 100% of the time.	Once rate loading has been confirmed by hotel/airline/rail operating company, supplier has seven (7) working days to make rates visible and bookable, in the online and offline booking environments. The Contracting Authority reserves the right to audit and spot check on a regular basis.	50%	2 credits per rate/fare per day, if rate isn't visible and bookable after the 7 day period.

SL CCS 2	**Price Match**	All price match requests must be dealt with as per the specification.	Supplier must report all successful price-match requests. Supplier shall not exceed more than 5 successful price-match requests per month.	Service Credit Performance Report, to each Customer and the Contracting Authority by the 12th of the following month. The Contracting Authority and the Customer shall retain the right to audit and/or conduct spot checks.	25	50 credits per successful price-match after the 10th successful price match.

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

Example:

- 98% Service Level Performance Measurement required for accurate and timely billing Service Level
- 97.5% actual performance achieved against the Service Level Performance Measurement in a Service Period
- 0.5% below Service Level Performance Measurement requirement
- Assuming 20 Service Credits for every 0.1% below Service Level Performance Measurement
- Service Credit of 0.5% / 0.1% = 5 x 20 = £100 for the Service Level Failure

Key Performance Indicators

	Key Performance Indicator (KPI)	KPI Detail to	KPI Target	Measured by
1. Commercial Agreement Management	1.1 Contracting Authority Management Information (MI) and mandatory deliverables	All mandatory deliverables/requirements (including but not limited to MI) delivered complete, accurate and on time as per agreed timescales.	100% if submitted by the deadline, complete and accurate. 60% if submitted and/or resubmitted up to 2 days late, complete and accurate. 0% if submitted and/or resubmitted 3 days (or more) late, complete and accurate.	Confirmation of receipt and time of receipt by the Contracting Authority (as evidenced within the Contracting Authority's data warehouse (MISO) (or equivalent replacement system for MI) system and/or email account)
	1.2 On time delivery of ad hoc requests for information Andy reports	Ad hoc requests (including but not limited to ad-hoc reporting) to be delivered as per the mutually agreed timelines.	100% if submitted by the agreed deadline 0% if submitted late.	Confirmation of receipt and time of receipt by the Contracting Authority (as evidenced within the Contracting Authority's email account).
	1.3 Supplier Action Plan Deliverables	Supplier to deliver against the activities in the Supplier Action Plan to derive further cost savings over the Commercial Agreement Period via continuous improvement and innovation	100% of mutually agreed action plan activities to be delivered and achieved by agreed date.	Progress to be reviewed at Business Review Meetings. Overall performance to be measured at the end of the financial year.

	1.5 Business Review	As a minimum the following shall be reviewed at every business review meeting Quarterly or as per the mutually agreed timelines:	Minimum: (i) Performance against the KPI's and the SLA; (ii) Performance against the Supplier Action Plan; (iii) Review of Supplier fees charged to Contracting Authority and Customers (iv) Review of ancillary charges from Supplier to Contracting Authority and Customers (v) Review of Delivered and Declined Savings (vi) Review of Commercial Benefits Recommendation Reporting (vii) Review of Commissions report	To be delivered at scheduled business review meetings.
2. Implementation	2.1 Implementation timelines	Every Customer's implementation should be completed within three (3) months	Maximum three (3) months per Customer.	Completion to be confirmed in writing to Contracting Authority after every implementation
3. Customer	3.1 Services to be provided under Enabling Agreements to the satisfaction of the Customers	The Contracting Authority reserves the right to request that the Supplier runs a satisfaction survey across all Customers, either on a Customer level or traveller level.	Questions, timescales and minimum score to be decided by the Contracting Authority before commencement of survey.	Confirmation by the Contracting Authority of the Supplier's performance against Customer satisfaction surveys.

	3.2 Growth of Customers	Increase spend under management by implementing new Customers (Enabling Agreements).	Growth target to be mutually agreed as part of the Supplier Action Plan	The supplier to present the Contracting Authority with a record of all signed Enabling Agreements.
	3.3 Rate availability	Supplier to ensure that all rates and fares (without exceptions or limitations as per the specifications) are visible and bookable	All rates and fares (accommodation, rail, and air) need to be visible and bookable unless instructed otherwise by Contracting Authority or Customer.	Contracting Authority to do spot checks and highlight missing fares/rates to supplier. Supplier to advise in writing if something isn't visible/bookable and why.
	3.4 Training and support for specialist services	Supplier to ensure that all services must be available and accessible to all and appropriate specialist training and support delivered where required.	100% of appropriate training activities completed as required.	Confirmation to Contracting Authority of any activities and training delivered with Customers to present specialist services.
	All invoices to be paid within 30 calendar days of issue	100% if paid within 30 calendar days of issue	100% if paid within 30 calendar days of issue	Confirmation of receipt and time of receipt by the Client (as evidenced within the Client's CODA system)
	Supplier self-audit certificate to be issued to the Client in accordance with the Contract	100% if certificate confirmed. 0% if no certificate confirmed	Confirmation of receipt and time of receipt by the Client	

	Actions identified in an Audit Report to be delivered by the dates set out in the Audit Report	100% if no Supplier Action Plan is required. 100% if all actions since last audit have been delivered to plan. 66% if one or two actions are late. 33% if three or four actions are late. 0% if more than 4 actions are late	Confirmation by the Client of completion of the actions by the dates identified in the Audit Report	

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;

1.2.5 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

1.2.6 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.

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.

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.