# Order Schedule 14 (Service Levels)

## Definitions

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

**“Critical Service Level Failure”** 1 has the meaning given to it in the Order Form;

**"Service Credits"** 2 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;

**"Service Credit Cap"** 3 has the meaning given to it in the Order Form;

**"Service Level Failure"** 4 means a failure to meet the Service Level Performance Measure in respect of a Service Level;

**"Service Level Performance Measure"** 5 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and

**"Service Level Threshold"** 6 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

## What happens if you don’t meet the Service Levels

* 1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
  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.
  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.
  4. A Service Credit shall be the Buyer’s exclusive financial remedy for a Service Level Failure except where:
     1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
     2. the Service Level Failure:

1. exceeds the relevant Service Level Threshold;
2. has arisen due to a Prohibited Act or wilful Default by the Supplier;
3. results in the corruption or loss of any Government Data; and/or
4. results in the Buyer being required to make a compensation payment to one or more third parties; and/or
   * 1. the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
   1. 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 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:
      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. 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
      3. there is no change to the Service Credit Cap.

## Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

### Service Levels

If the level of performance of the Supplier:

* 1. is likely to or fails to meet any Service Level Performance Measure; or
  2. is likely to cause or causes a Critical Service 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.a.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.a.2 instruct the Supplier to comply with the Rectification Plan Process;

1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.a.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).

## Service Credits

* 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. 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 in accordance with calculation formula in the Annex to Part A of this Schedule.

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

### Service Level Agreements and KPIs

Progress meetings to be held weekly to monitor the progress of achieving the below milestones

### Indicative Key Milestones

The Supplier shall submit a total of three invoices as follows:

1. An invoice for one-third (1/3) of the total contract value upon the successful completion of Milestone 1.
2. An invoice for one-third (1/3) of the total contract value upon the successful completion of Milestone 2.
3. An invoice for one-third (1/3) of the total contract value upon the successful completion of Milestone 3.

Each invoice shall be submitted at the end of the month in which the respective milestone is completed and accepted by the Department for Education (DfE). The invoicing schedule is as follows: end of December 2024, end of January 2025, and end of February 2025.

Milestones are defined as follows:

**Milestone 1:** Completion of Phase 1

**Milestone 2:** Demonstration of completion of approximately 50% of the Phase 2 works (supplier to demonstrate against DEIRs)

**Milestone 3:** Completion of Phase 2

Phases are as follows:

**Phase 1: Concept Design**

Develop sufficient design architectural and landscape concepts to a RIBA Stage 2 level of detail to demonstrate the designers’ understanding of the following:

* standardisation of spaces
* the use of standard grids
* and the clustering of spaces.

This shall involve the development of coordinated architectural, landscape, MEP and fire safety packages of information to a RIBA Stage 2 level of detail.

The project will be developed using this NMD briefing documentation. Any contradictions with the Change Programme Outcomes Schedule in Annex 3 or with the current DfE Employer’s requirements (Part A: General Conditions, Part B: Generic Design Brief and the Area Data Sheets) and all design assumptions, shall be agreed with the client.

Develop the schemes in accordance with the deliverables listed in Order Schedule 20 (Order Specification).

In developing the concept designs, include the following variations:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Model** | **Building change:** | **Notes:** |
| 1 | 2FE Primary school with 52-place nursery | Nursery and Reception combined in a standalone EYFS block | Show EYFS as separate but linked block |
| 2 | 2FE Primary school with 52-place nursery | Nursery and Reception combined in a standalone EYFS block developed as a family hub | Requirements of family hub tbc |
| 3 | 2FE Primary school with 52-place nursery | Add 2-classroom 16-place standalone additional learning support / SEN block | Identify specific elements to create functional additional learning support / SEN block, no change to rest of school. Integrate block and link by canopies and courtyard garden. |
| 4 | 6FE Secondary school with 225-place sixth form | Add 4-classroom 32-place standalone additional learning support / SEN block | Identify specific elements to create functional additional learning support / SEN block, no change to rest of school. Integrate block and link by canopies and courtyard garden. |
| 5 | 6FE Secondary school with 225-place sixth form | Sixth form as standalone block | Identify typical elements to create functional Sixth form unit |
| 6 | 6FE Secondary school with 225-place sixth form | An option that groups all specialist teaching / practical teaching in one block and all basic teaching in another. |  |
| 7 | 80-place ambulant special school with high needs suite | Split ‘family’ dining in three home zones | Home zones to be made up of three classrooms per ‘home zone’ plus support spaces and toilets; Dining areas used for life skills |

**Phase 2: Spatial Coordination and Developed Design**

Develop the schemes in accordance with the deliverables listed in Order Schedule 20 (Order Specification). The designers shall develop the schemes agreed at the Concept Design stage to RIBA Stage 3 level of detail.

**Social Value Commitment**

Redacted>

All hours will be logged and reported at the end of each phase as part of the Stage reports.

<Redacted>

## Part B: Performance Monitoring

### Performance Monitoring and Performance Review

* 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.
  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. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
     2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
     3. details of any Critical Service Level Failures;
     4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
     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
     6. such other details as the Buyer may reasonably require from time to time.
  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 Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
     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;
     2. be attended by the Supplier's Representative and the Buyer’s Representative; and
     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.
  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.
  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.

### Satisfaction Surveys

* 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.

## Annex 3: Change programme priority schedule

Priority Schedule to be provided to successful supplier.

The full NMD Pattern Book will be issued to the successful supplier.