

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):

“Completed Job”	means when, following Corrective Maintenance, the Critical Fault and/or Non-Critical Fault has been rectified in full by the Supplier and the Supplier has provided the Buyer with the Corrective Maintenance Reports.
“Repeat Service”	means a visit by the Supplier to rectify a Critical Fault and/or Non-Critical Fault where such Critical Fault and/or Non-Critical Fault has already been subject to Corrective Maintenance
"Critical Service Level Failure"	has the meaning given to it in the Award Form;
"Service Credits"	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"	has the meaning given to it in the Award 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 Part A of this Schedule; and

"Service Level Threshold" 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

- 1.2 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 1.3 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.
- 1.4 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.
- 1.5 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 1.5.1 the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
 - 1.5.2 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

- 1.5.3 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).
- 1.6 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 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:
 - 1.6.1 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;
 - 1.6.2 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
 - 1.6.3 there is no change to the Service Credit Cap.

2. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 2.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
 - 2.2 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 14.5.1 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.

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

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

Service Levels					
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
SLA001 – Preventative Maintenance	Timelines	The Service Level Performance Measure will be measured against the approved individual Preventative Maintenance schedule for each individual Deliverable.	Twenty-one (21) calendar days from the date of the scheduled visit for each individual Deliverable	7% of the Service Charge for each individual Deliverable for each calendar day the approved scheduled Preventative Maintenance visit fails to take place.	Yes
SLA002 – Corrective Maintenance – Critical Fault	Timelines	In response to a report of a Critical Fault requiring on-site attendance, the Supplier will attend the location (as required) within one (1) working days of the Buyer's initial contact. During this visit, a full repair shall be provided or if not possible then a remedial plan must be agreed with the Buyer Authorised Representative. The Service Level Performance Measure will be measured against the response and repair times for each individual Deliverable.	Three (3) working days per Deliverable from initial contact with Supplier.	7% of the Service Charge for each individual Deliverable, for each working day after the Service Level Performance Measure, where a call out and repair and/or remedial plan is not completed or agreed with the Buyer Authorised Representative.	Yes
SLA003 - Corrective Maintenance – Non-Critical Fault	Timelines	In response to a report of a Non-Critical Fault requiring on-site attendance, the Supplier will attend the location (as required) within two (2) working days of the Buyer's initial contact.	Seven (7) working days per Deliverable from initial contact to Supplier.	3% of the Service Charge for each individual Deliverable after three (3) working days, and for each calendar day thereafter, where a call out and repair and/or remedial plan is not completed or	Yes

Service Levels					
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
		<p>During this visit a full repair shall be provided or if not possible then a remedial plan must be agreed with the Buyer Authorised Representative.</p> <p>The Service Level Performance will be measured against the response and repair times for each individual Deliverable.</p>		agreed with the Buyer Authorised Representative.	
SLA004 - Corrective Maintenance (Critical Fault & Non-Critical Fault) First Time Fix	Accuracy	90% of Corrective Maintenance visits completed successfully on the first visit, as measured within each Service Period.	70% of Corrective Maintenance visits completed successfully on the first visit, as measured within each Service Period.	1% of the Service Charge shall accrue as a Service Credit for each percentage point below the target 90% threshold.	Yes
SLA005 – Corrective Maintenance (Critical Fault & Non-Critical Fault) Repeat Service	Accuracy	No more than 5% of Corrective Maintenance classed as Repeat Service, as measured within each Service Period.	20% of Corrective Maintenance classed as Repeat Service, as measured within each Service Period.	1% of the Service Charge shall accrue as a Service Credit for each percentage point over the target 5% threshold.	Yes

Service Levels					
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
SLA006 - Supplier Response to Incident	Timelines	<p>The Supplier will respond to the Buyer's notification of a Critical Fault and/or Non-Critical Fault via telephone.</p> <p>The Supplier's service team and/or engineering team shall call the Buyer's Authorised Representative to discuss and agree further action required, within one (1) hour during working hours, of the Buyer's Authorised Representative's initial call.</p>	The Supplier's service team and/or engineering team shall call the Buyer's Authorised Representative to discuss and agree further action required, within four (4) hours during working hours, of the Buyer's Authorised Representative's initial call.	£500 for failure of the service team and/or engineering team to call the Buyer's Authorised Representative to discuss and agree further action required, within one (1) hour of the Buyer's Authorised Representative's initial call.	Yes
SLA008 – Operational Reporting	Timelines	Corrective Maintenance Reports and Preventative Maintenance Reports, with a Critical Exam Report attached after any Corrective Maintenance or Preventative Maintenance, is sent to the Buyer within two (2) working days.	Reports overdue by two (2) working days.	£200 per working day, after one (1) working day following the due date.	Yes

Service Levels					
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period	Publishable KPI
SLA009 – Contract Management Reporting	Timelines	<p>The Supplier shall provide the following reporting:</p> <p>Quarterly Performance Monitoring Reports in accordance with Part B to this Schedule;</p> <p>The Transparency Reports in accordance with Schedule 6 (Transparency Reports).</p>	Reports overdue twenty (20) working days.	£200 per working day, after one (1) working day following the due date.	Yes
SLA010 – Social Value	Timelines	The Supplier shall provide the Social Value Report, on a date agreed in writing with the Buyer, within each Service Period. .	Reports overdue by twenty (20) working day, of the date agreed in writing with the Buyer, within each Service Period. .	£100 per working day, after five (5) working days following the date agreed in writing with the Buyer, within each Service Period. .	Yes

The Service Credits shall be calculated in line with the following examples:

Table 1 – Preventative Maintenance Example							
Service Level Performance Criterion	Value Of Service Charge (£) (per Deliverable)	Service Credit Commences	% Service Credit	“Timescale” To Which Service Credit Applies	£ Value Of Service Credit For Each Timescale	Example Number Of Timescales Late	Example Service Credit Due
SLA001 – Preventative Maintenance	£1,000.00	One (1) calendar day from when the approved scheduled Preventative Maintenance visit fails to take place.	7% of the Service Charge per calendar day from when the approved scheduled Preventative Maintenance visit fails to take place	Per calendar day	£70	3 calendar days	£210

Table 2 – Contract Management Reporting Example							
Service Level Performance Criterion	Value Of Service Charge (£) (per Deliverable)	Service Credit Commences	% Service Credit	“Timescale” To Which Service Credit Applies	£ Value Of Service Credit For Each Timescale	Example Number Of Timescales Late	Example Service Credit Due
SLA009 – Contract Management Reporting	£200	After one (1) working day following the due date..	£200 per working day, after one(1) working day following the due date.	Per working day	£200	2 working days	£400

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review

- 1.1 Within twenty (20) Working Days of the Effective 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. 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 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.

2. Satisfaction Surveys

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.