SCHEDULE 2.2A

PERFORMANCE LEVELS

LOT 2

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SCHEDULE 2.2A PERFORMANCE LEVELS

1. PERFORMANCE MANAGEMENT REGIME INTRODUCTION

1.1 The objective of the performance management regime is to encourage the Supplier to meet defined service levels (each a "**Service Level**" or "**SL**") by measuring performance against a range of performance indicators (each a "**Performance Indicator**" or "**PI**").

1.2 The PIs have been selected to reflect areas of the Services which are essential in order to deliver an acceptable level of customer service and performance, and to avoid exposing TfL to significant financial or reputational risk. Service failure points ("**Service Failure Points**") have been set for each PI, to reflect the relative impact of failure to meet the acceptable service level for the PI.

2. PERFORMANCE MANAGEMENT REGIME OVERVIEW

2.1 The performance management regime ("**Performance Management Regime**") consists of the PIs, the start and end points for assessment of PIs (where appropriate), the level of service required and the Service Failure Points to be accrued if the required levels of service performance are not met as set out in this Schedule. Table 1 in Annex A to this Schedule ("**Table 1**") sets out the performance management regime parameters for each of the Performance Indicators.

2.2 The 'Performance Indicator Title' column in Table 1 gives the name of the various Performance Indicators on which the performance of the Supplier shall be measured and against which Service Failure Points shall accrue.

2.3 The 'Start Point' column in Table 1 details the time from when the Performance Indicator shall start to accrue the Service Failure Points (the "**Start Point**").

2.4 The 'End Point' column in Table 1 details the time at which the relevant Performance Indicator ceases to be subject to Service Failure Points (the "**End Point**").

2.5 The 'Acceptable Service Level' column in Table 1 specifies the range of operational performance for the Performance Indicator that is expected of the Supplier (each an "**Acceptable Service Level**") for which no Service Failure Points shall accrue. Some Acceptable Service Levels are measured according to performance over a specified measurement period, while others are measured on a 'per event' basis.

2.6 Failure to meet the Acceptable Service Level shall result in the Supplier accumulating Service Failure Points as detailed in Table 1. The number of Service Failure Points accumulated depends on the extent to which the Supplier has failed to meet the Acceptable Service Level for each PI. For each Performance Indicator there are three (3) bands of Service Failure Points.

2.7 The 'Band 1' column in Table 1 indicates the range of performance for the first band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. For each instance of the Supplier's performance for a Performance Indicator falling within 'Band 1' the Supplier will accrue an amount of Service Failure Points equal to the Band 1 Service Failure Points.

2.8 The 'Band 2' column in Table 1 indicates the range of performance for the second band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. The bands of Service Failure Points operate cumulatively so that for each instance of the Supplier's performance for a Performance Indicator falling within 'Band 2', the Supplier will accrue an amount of Service Failure Points equal to:

(A) the Band 1 Service Failure Points for that Performance Indicator; plus

(B) the Band 2 Service Failure Points for that Performance Indicator.

2.9 The 'Band 3' column in Table 1 indicates the range of performance for the third band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. The bands of Service Failure Points operate cumulatively so that for each instance of the Supplier's performance for a Performance Indicator falling within 'Band 3', the Supplier will accrue an amount of Service Failure Points equal to:

(A) the Band 1 Service Failure Points for that Performance Indicator; plus

(B) the Band 2 Service Failure Points for that Performance Indicator; plus

(C) the Band 3 Service Failure Points for that Performance Indicator.

2.10 The Service Level achieved for each Performance Indicator must be calculated to one (1) decimal place.

2.11 Service Failure Points shall be totalled for all Performance Indicators at the end of each Period and the corresponding Service Failure Deductions shall be calculated as follows:

X = Y multiplied by Z

Where:

X = the monetary value of Service Failure Deductions to be deducted from the Operational Charges ("**Service Failure Deductions**").

Y = the aggregate Service Failure Points accrued in a particular Period for all Performance Indicators, in accordance with this Schedule 2.2 (Performance Levels).

Z = the value of a Service Failure Point ("**Service Failure Point Value**"), which at the date of this Agreement is one pound Sterling (£1) per Service Failure Point.

2.12 The value of the Service Failure Deductions calculated as due in accordance with paragraph 2.11 shall be deducted from the Operational Charges and shall be included as a separate line in the relevant Invoice. The Supplier shall include with such Invoice full details of how the value of the Service Failure Deductions has been calculated.

2.13 The value of the Service Failure Deductions shall be capped each Period at an amount equivalent to 20 per cent (20%) of the Operational Charges for that Period ("**Service Failure Deduction Cap**").

2.14 The value of a Service Failure Point shall be subject to annual Indexation in accordance with paragraph 8, Schedule 7.1 (Charges and Invoicing).

3. CALCULATION OF WORKING DAYS

3.1 When measuring the timeliness of any item subject to a PI based on Working Days the following rules will apply:

(A) any complete Working Day between the item Start Point and End Point shall be included in the Working Day count;

(B) any part Working Day which contains Core Hours between the item Start Point and End Point shall be included in the Working Day count;

(C) when an item is correctly escalated to TfL during the Contact Centre Operational Hours, then that Working Day and any subsequent complete Working Day the item is with TfL shall be

excluded in the Working Day count; and

(D) when an item is correctly escalated to TfL outside of the Contact Centre Operational Hours, then any subsequent complete Working Day the item is with TfL shall be excluded in the Working Day count.

Worked example:
An item was received on Friday 02 November at 10:25. This item was correctly escalated to TfL on Wednesday 07 November at 17:50. A response was received back from TfL on Friday 09 November at 10:15. The item was responded to on Monday 12 November at 18:30.

Date	Supplier Working Day?	Description
Fri 02 Nov	Yes	Item received during Operational Hours
Sat 03 Nov	No	Non Working Day
Sun 04 Nov	No	Non Working Day
Mon 05 Nov	Yes	Item with Supplier
Tue 06 Nov	Yes	Item with Supplier
Wed 07 Nov	No	Correctly escalated to TfL during Contact Centre Operational Hours (item with TfL therefore excluded from Working Day count as per 3.1 (D) above)
Thu 08 Nov	No	Item with TfL (item with TfL therefore excluded from Working Day count as per 3.1 (D) above)
Fri 09 Nov	Yes	Returned from TfL during Contact Centre Operational Hours
Sat 10 Nov	No	Non Working Day
Sun 11 Nov	No	Non Working Day
Mon 12 Nov	Yes	Response sent at 18:30
Total	**5 Working Days**	

4. PERFORMANCE MONITORING

4.1 The Supplier shall be responsible for ensuring that all relevant Vehicle Data required to accurately produce Performance Indicator Reports is provided. Any absence of Data from Performance Indicator Reports may, at TfL's discretion, be deemed a maximum accrual of Service Failure Points for all Performance Indicators which are affected. In such cases, where the Supplier believes there are mitigating circumstances, the Supplier may present to TfL reasons why this Data is unavailable, what actions shall be taken to ensure it shall be available in future, and provide evidence that the Services were not adversely affected during the period of lost Data. TfL may, at its absolute discretion and without prejudice to its other rights under this Agreement, consider all such presentations and may, at its absolute discretion, elect to waive all or part of the Service Failure Points accrued due to the absence of Data.

4.2 The Supplier shall accurately document all processes for the identification of performance against the PIs in accordance with Schedule 8.1 Governance.

4.3 Performance by the Supplier in meeting the Service Levels in respect of each PI shall be monitored and assessed periodically in accordance with Schedule 8.1 Governance. The Supplier shall diligently seek to perform and complete each action which is subject to the Performance Management Regime, regardless of any accruals of Service Failure Points in respect of such action.

4.4 Any reference to the date on which an item is received refers to the date an item is received in the mail room of the Supplier (or a relevant Sub-Contractor) or the date on which an email or internet form is received by the Supplier (or Sub-Contractor). The Supplier shall ensure that all items received in the mail room are processed, with the time and date recorded, on the day of receipt. Any failure by the Supplier to do so for an item shall result in the performance for that item being deemed to be a failure to meet the Acceptable Service Levels which falls within "Band 3" for the relevant Performance Indicator(s) and the associated Service Failure Points in respect of that item shall be calculated in accordance with paragraph 2.9.

4.5 The provisions of Clauses 30 (Relief Events), and 31 (Force Majeure) shall, provided the Supplier fully complies with its obligations thereunder, apply to the PIs directly affected by Relief Events and Force Majeure Events.

5. VERIFICATION OF SUPPLIER'S PERFORMANCE

5.1 If, as part of a report verification exercise carried out in accordance with Schedule 2.1 (Statement of Requirements), it is found that the Supplier's performance is lower than reported, and the Supplier has not met one or more of the Acceptable Service Levels, then:

(A) the performance level for the Period shall be adjusted accordingly;

(B) the level of Service Failure Points which should have accrued shall be calculated and;

(1) the difference between this figure and the amount of Service Failure Points actually applied shall be calculated and;

(2) any corresponding Service Failure Deductions (if any) shall be;

a) added to the Service Failure Deductions due; and

b) applied to the Operational Charges for the then current Period.

5.2 The Supplier shall measure and provide such data as is reasonably required by TfL for the purposes of monitoring the performance of the Supplier in meeting the Service Levels and PIs in accordance with Schedule 2.1 (Statement of Requirements).

6. CHANGES TO PERFORMANCE INDICATORS

6.1 TfL and the Supplier may at any time request a change to any part or all of the Performance Management Regime set out in this Schedule including, without limitation to the generality of the foregoing, to the Performance Indicators, the Acceptable Service Levels, the Bands (as referred to in paragraph 2 above), the Service Failure Points, the Start Point and/or the End Point of a particular transaction measured against a Performance Indicator and/or the Service Failure Point values. Any such amendments to the Performance Management Regime, including without limitation, to the Service Levels or PIs, shall be implemented in accordance with Schedule 8.2 (Change Control Request Procedure).

7. PUBLICATION DATE

7.1 The Performance Indicator Report shall contain the performance for the previous Period.

7.2 The Supplier shall publish the Performance Indicator Report on the Performance Indicator Report

Date in accordance with Schedule 8.1 (Governance).

8. INCIDENT REPORTING

8.1 The Supplier shall promptly:

(A) identify all Incidents that come to the Supplier's attention, whether raised by Supplier Personnel, an Other Supplier, Third Parties (including Customers), by TfL, as a result of or in connection with Testing and/or during the provision of the Services;

(B) record any Service System related Incidents with the Lot 1 Supplier Service Desk (which, in the case of a Security Incident, shall be no later than one (1) hour after it came to the Supplier's attention);

(C) record any other Incidents relating to the delivery of the Services within the Joint BAU Incident Log which, in the case of a Security Incident, shall be no later than one (1) hour after it came to the Supplier's attention;

(D) prepare an incident report in relation thereto in such format as TfL may require from time to time ("**Incident Report**");

(E) classify any Incident arising (whether raised by TfL, the Supplier) or one of the categories set out in Table 4;

(F) notify TfL and/or the relevant TfL Personnel of the Incident and the Supplier's proposed classification of the Incident in accordance with any timing requirements set out in the:

(1) Statement of Requirements; and

(2) Incident Communication Plan;

(G) notify any relevant Other Supplier and/or Third Party of any Incident which may affect such party, or of any Errors or problems arising from the Interface with such party and the action being taken by the Supplier to mitigate and/or resolve such Incident and/or Error in accordance with the Incident Communication Plan.

8.2 New and any other outstanding Incidents shall be discussed at the:

(A) Transition Group Meetings during the Transition Period; and

(B) Service Delivery Group meetings during the period from the Operational Commencement Date and for the remainder of the Term.

8.3 At any time during the Term, TfL shall be entitled to call, and the Service Provider shall be required to attend, any additional meetings to discuss the proper classification of each new Incident and any other outstanding Incidents on such notice as the Authority deems appropriate. Incidents shall be classified as one of the following:

Table 4 – Classification of Incidents

	Classification of Incident	**Supplier's obligations in respect of such classification of Incident.**
	Change	The Supplier shall log Change Requests proposal with TfL and the Change shall be dealt with in accordance with the Change Control Procedure.
	PI Incident	Supplier shall:

Table 4 – Classification of Incidents

	Classification of Incident	Supplier's obligations in respect of such classification of Incident.
		1. Log the Incident in the Joint Incident Log and 2. Resolve the Incident at the Supplier's own cost.
	Error	Supplier shall: 1 Log the Incident in the Joint Incident Log; 2 Resolve the Incident at the Supplier's own cost.
	Safety Incident	
	Security Incident	
	Service Issue	

8.4 At the relevant meeting referred to in paragraph 8.2 above, the Parties shall in good faith seek to agree the appropriate classification of each Incident. If the Parties are unable to agree the appropriate classification of an Incident, the Incident shall be referred to the next Service Delivery Group meeting. Failing agreement at such Contract Management Board Meeting Service Delivery Group meeting, the provisions of paragraph 8.7 below shall apply.

8.5 The Supplier shall, and shall procure that its Sub-Contractors shall, as soon as possible record each Incident arising from time to time in the Joint Incident Log or Joint BAU Incident Log (as appropriate) together with details of:

(A) the Incident's classification in accordance with Table 4 above;

(B) whether such classification is the Supplier's classification, has been agreed with TfL or is the classification stipulated by TfL in accordance with paragraph 8.7 below; and

(C) in respect of any Incident classified as an Error, Safety Incident, Security Incident or Service Issue, any corresponding Severity Level.

8.6 The Supplier shall comply with its obligations under Schedule 6.2 Testing which shall apply mutatis mutandis in respect of each Error and Service Issue which arises in connection with the Testing and/or the provision of the Services.

8.7 The Supplier shall follow the instructions of TfL's Personnel in relation to the identification and resolution of Incidents (including the classification of an Incident and the classification of the Severity Level in respect of an Error, Safety Incident, Security Incident or Service Issue, as appropriate) and the recording of Incidents. If the Service Provider disagrees with the instructions of TfL's Personnel as to the identification and resolution of an Incident, the Supplier shall have the right to submit the matter to the Dispute Resolution Procedure, but shall continue to provide all of the Services and, pending determination of the matter, shall comply fully with TfL's instructions.

FURTHER DETAILS RELATING TO THE PIS

PI 1 Lot 2 Supplier Contact Centre Availability

PI 1.1 The Acceptable Service Level for Lot 2 Supplier Contact Centre availability is 99.5% each Period during the Contact Centre Operational Hours.

PI 1.2 Lot 2 Supplier Contact Centre availability is defined as the proportion of time during the Period (calculated using Contact Centre Operational Hours) that the Lot 2 Supplier Contact Centre is available to receive Customer calls.

PI 1.3 "Available to receive Customer calls" means that Customers are able to successfully connect to an Authorised User who is a member of Supplier Personnel as selected by the Customer from the Lot 2 Supplier IVR System.

PI1.4 Availability shall be determined by Reports and Dashboards to be provided by the Supplier to TfL.

PI 2 Time to answer Objective - Weekly

PI 2.1 95% of calls into the Lot 2 Supplier Contact Centre per Period shall be answered by an Authorised User who is Supplier Personnel within one hundred and eighty (180) seconds of the call being received on the queue at the Lot 2 Supplier Contact Centre.

PI 2.2 The length of time taken to deliver the data protection message and first level Lot 2 Supplier IVR System message shall not be included in the PI calculation. Where calls are queued from the Lot 2 Supplier IVR System, when a Customer chooses to redirect the call to an User or where Customers are automatically redirected to an Authorised User who is Supplier Personnel by the Lot 2 Supplier IVR System, the period measured shall be from the moment the Customer redirects the call using the relevant Lot 2 Supplier IVR System option or the moment the Lot 2 Supplier IVR System automatically redirects the call.

PI 2.3 The Start Point shall be the date and time the call is received on the queue at the Lot 2 Supplier Contact Centre.

PI 2.4 The End Point shall be the date and time the call is answered by an Authorised User who is Supplier Personnel.

PI 2.5 The PI measure shall be based on the start of the calendar week and reported on within the relevant Period.

PI 3 Abandon Rate- Weekly

PI 3.1 "Abandoned Calls" are calls where the caller hangs up before the call is answered by an Authorised User who is Supplier Personnel, excluding any calls abandoned before entering an IVR System queue. Abandoned calls shall be measured during the Period 20 (twenty) seconds after the call enters the Lot 2 Supplier IVR System queue until the call is answered.

PI 3.2 The Supplier shall ensure that no more than 5% of all calls, per week, made to the Lot 2 Supplier Contact Centre at any time shall be "Abandoned Calls".

PI 3.3 The Start Point shall be 00:00:01 on the first Working Day of the week.

PI 3.4 The End Point Shall be 23:59:59 on the last Working Day of the week.

PI 4 Bookings for Vehicle Inspections, Re-Tests and Referrals - Timeliness

PI 4.1 A When offering Bookings to Customers for Vehicle Inspection tests via the Online Portal or Lot 2 Supplier Contact Centre, the Supplier shall ensure that at least one of the selection Booking dates made available to the Customer shall be within five (5) Working Days of

receipt of the Booking request. This should be demonstrated for all Vehicle Licence Types.

B When offering Bookings to Customers for Vehicle Re-Tests via the Online Portal or Lot 2 Supplier Contact Centre, the Supplier shall ensure that at least one of the selection of Booking dates made available to the Customer shall be within two (2) Working Days of informing the Customer that their Vehicle has failed a Vehicle Inspection. This should be demonstrated for all Licence Types.

C When offering Bookings to Customers for Non-licensing Inspections via the Online Portal or Lot 2 Supplier Contact Centre, the Supplier shall ensure that at least one of the selection of Booking dates made available to the Customer shall be within two (2) Working Days of informing the Customer that their Vehicle has failed a Vehicle Inspection. This should be demonstrated for all Licence Types.

PI 4.2 Customers requiring and opting for appointments for Mobile Inspection are excluded from the above.

PI 4.3 The Supplier will not be liable for the Online Portal technical issues which prevent relevant appointments being offered.

PI 5 Vehicle Inspection Start and End times

PI 5.1 The Supplier shall ensure that all booked Vehicle appointments start on time as defined in Schedule 2.1 (Statement of Requirements). Providing that Customers arrive on time (being up to ten minutes late would be classed on time for this Service Level) or early for them.

PI 5.2 If Customers are over 10 minutes late it is at the Supplier's discretion if they can be accommodated given these requirements. If late Vehicles are accommodated to prevent Customers having to rebook the requirements of this Service Level would not be applied to the late Vehicles.

PI 5.3 In addition all the appointment should be completed (including as appropriate accurately producing and issuing plus affixing to the Vehicles all the relevant licensing materials or failure information as per Business Rules) in the following times. The end times will based on the last print time of the relevant documentation plus five (5) minutes to cover issuing and affixing if required etc.

a. Inspection types that require a Vehicle to be lifted (a percentage of Taxi Inspections & a percentage Private Hire inspections) within fifty (50) minutes.

b. Inspection types that do not require a Vehicle to be lifted (Private Hire Inspections) within forty (40) minutes,

c. Vehicle Re-tests within twenty (20) minutes.

d. Non-licensing Inspections within twenty (20) minutes.

PI 5.4 The Supplier needs to ensure that Customers' arrival times are accurately captured plus the start and end times (using the criteria above) for the respective Inspections and tests are correctly recorded for monitoring and reporting purposes.

PI 5.5 It is TfL's intention to actively assess the above as part of its quality assurance programme of reviewing the centres' operations etc.

PI 5.6 The above measures will not be applied to the Mobile Inspection Service.

PI 6 Vehicle Inspection Monitoring and Accuracy

PI 6.1 The Supplier will perform Quality Control and Assurance checks, assisted by the Service System as defined in Schedule 2.1 (Statement of Requirements), on a periodic basis for each Vehicle Inspection and test type detailed below:

a. Taxi inspections.

b. Private Hire Inspections.

c. Vehicle Re-tests.

d. Non-Licensing Inspections.

PI 6.2 The samples should be at every and across all Inspection Centres including those for Mobile Inspection, these will be generated by the Service System.

PI 6.3 The sample size for each Inspection and test type should be one hundred (100) or five (5) per cent of the relevant bookings, whichever is lower for each respective centre and for the Mobile Inspection Service. For the avoidance of doubt, if the allocated Vehicle that is required to be Quality Controlled and Assurance Check does not attend its inspection, another Vehicle will be required to have a Quality Controlled and Assurance Check as detailed in PI 6.1.

PI 7 Accuracy of Licence Materials issued

PI 7.1 The Supplier is responsible for accurately producing, issuing and affixing to the Vehicles all the relevant Licence Materials or failure information as defined within the Business Rules.

PI 7.2 Any inaccuracies within the Licence Materials or in affixing the relevant materials to the Vehicles will incur Service Failure Deductions regardless of how these are discovered. These may for example be discovered by Customers reporting them to the Supplier and /or TfL or by TfL identifying them as result of its compliance enforcement work undertaken.

PI 7.3 The Supplier shall report periodically all the cases of this it as identified and TfL will advise the Supplier of the cases it is aware of.

PI 8 Administrative Activities

PI 8.1 100% of all Administration Activities and items, received via any channel, shall be processed correctly by the Supplier within five (5) Working Days of receipt.

PI 8.2 The Start Point shall be the date and time at which the item is received.

PI 8.3 The End Point shall be the date and time recorded on the response when despatched.

PI 8.4 The PI measure shall be based upon all items with an End Point during the Period.

PI 8.5 This measure shall not include periods of time where the Supplier has properly escalated the item to TfL or where the Supplier has properly requested additional information required for the item from the Customer or other Third Parties.

PI 9 Accuracy of Payments processed

PI 9.1 Financial Transactions are processed correctly in accordance with this Service Level, Schedule 2.7 Revenue Collection and Payments and Schedule 2.1 (Statement of Requirements).

PI 9.2 The Supplier will ensure that Payments are:

(A) The correct amount is correctly applied to the relevant transaction/record.

(B) to the correct Customer or Account;
(C) the correct receipt is issued;
(D) the Payment or Refund was taken in accordance to any guidance provided by TfL;

PI 9.3 The Supplier will produce a series of agreed finance reports in accordance with Schedule 2.7 (Revenue Collection and Payments) and Schedule 2.1 (Statement of Requirements).

PI 9.4 The finance reports to be produced will be agreed between the Supplier and TfL and may change from time to time depending on any identified issues.

PI 9.5 TfL reserve the right to include any errors they uncover or are informed of.

PI 9.6 The Start Point shall be the based on Payments being received.

PI 9.7 The PI measure shall be based upon all Payments with an End Point during the Period.

PI 10 Timely Application of Refunds

PI 10.1 95.0% of all Refunds shall be issued by the Supplier within three (3) Working Days of receipt as referenced in Schedule 2.1 (Statement of Requirements) and Business Rules.

PI 10.2 The Start Point shall be the date and time at which the Refund is requested or, where the Refund is declined by the banking authority, the Start Point shall be the date and time of that notification.

PI 10.3 The End Point shall be the date and time the Refund is processed and the Supplier systems updated.

PI 10.4 The PI measure shall be based upon all Refunds with an End Point during the Period.

PI 11 Chargeback administration

PI 11.1 All administration relating to Chargebacks should be managed within the specified timeframes as set out or stipulated by the specific financial institutions.

PI 11.2 The Start Point shall be the date and time at which the Chargeback is requested or, where the Chargeback is declined by the banking authority, the Start Point shall be the date and time of that notification.

PI 11.3 The PI measure shall be based upon all Chargebacks with an End Point during the Period.

PI 12 Timely, Complete and Correct Provision of Reports

PI 12.1 The Supplier shall provide complete and correct Reports in accordance with the timescales agreed under or in accordance with the Agreement or as otherwise expressly agreed in writing by the Parties.

PI 12.2 For recurring Reports (e.g. daily, weekly, monthly or periodically), each instance of a Report delivered on its due date shall be deemed to be a unique Report. TfL shall determine the list of recurring Reports against which this PI shall be measured.

PI 12.3 For the avoidance of doubt, Service Failure Points will be applied individually to each instance a Report is late, incomplete or inaccurate.

PI 12.4 The Start Point shall be the date and time a Report is due or an error is identified.

PI 12.5 The End Point shall be the date and time a Report is delivered or corrected.

PI 12.6 The PI measure shall be based upon all Reports with an End Point during the Period.

PI 13 Accuracy of Vehicle Data

PI 13.1 The Supplier shall be responsible for ensuring complete and correct Vehicle Data is inputted into the Service System.

PI 13.2 The Supplier shall report periodically all the cases of this it as identified and TfL will advise the Supplier of the cases it is aware of.

PI 13.3 The Start Point shall be the time at which the information is identified (or should have been logged in accordance with paragraph PI 13.1).

PI 13.4 The End Point shall be the time at which the information has been corrected within the Service System.

PI 14 Valid Customer Complaints

PI 14.1 A "Valid Customer Complaint" is defined as a complaint by a Customer regarding an aspect of the Supplier's performance where there is evidence of:

(A) the provision of incorrect information;

(B) failures to take account of relevant matters in coming to a decision;

(C) offensive/insensitive behaviour;

(D) malice or bias or unfair discrimination;

(E) failure to respond to the Customer

by the Supplier or Supplier's Personnel, where the Customer has made a complaint to TfL, the Greater London Authority, the Mayor of London's office, the London Transport Users' Committee or the Local Government Ombudsman.

PI 14.2 This measure only includes complaints relating to the Services.

PI 14.3 The PI measure shall be based upon all valid complaints received during the Period.

PI 14.4 Multiple complaints regarding the same problem shall be counted as one complaint. An example would be where a Customer made the same complaint to both the Mayor of London's office and the Local Government Ombudsman, for clarification this would count as one complaint.

PI 14.5 The Start Point shall be the date and time the complaint is received by the Supplier.

PI 14.6 The End Point shall be the date and time the complaint has been successfully completed, where 'successfully' means to TfL's satisfaction.

PI 14.7 The PI measure shall be based upon all requests with an End Point during the Period.

PI 15 Requests from TfL

PI 15.1 100.0% of all Requests received in the manner specified in this Agreement (or otherwise agreed with TfL) shall be processed within either:

(A) the time specified in accordance with Schedule 2.1 (Statement of Requirements); or

(B) two (2) Working Days, unless otherwise agreed in writing with TfL, where there is

no time specified in Schedule 2.1 (Statement of Requirements).

PI 15.2 The Supplier shall accurately process all Requests received from TfL including, but not limited to, the following Requests and any other activity required by and in relation to the services being delivered:

(A) amendments and emergency messages on the Lot 2 Supplier IVR System; and

(B) scan and associate documents to the appropriate Customer Account and/or Licence Record with the Service System; and

(C) amend existing letters and paragraphs; and

(D) add new letters or paragraphs.

PI 15.3 The Start Point shall be the date and time the request is made.

PI 15.4 The End Point shall be the date and time the action has been successfully completed, where 'successfully' means to TfL's satisfaction.

PI 15.5 The PI measure shall be based upon all requests with an End Point during the Period.

PI 16 Quality Monitoring

PI 16.1 The Supplier shall perform a weekly monitoring regime, supported by the Service System functionality:

(A) three (3) randomly selected new Vehicle Inspection Bookings quality checks per Authorised User who is Supplier Personnel per week (reported Periodically); and

(B) two (2) randomly selected Vehicle Inspection Retest Bookings quality checks per Authorised User who is Supplier Personnel per week (reported Periodically); and

(C) where an Authorised User who is Supplier Personnel makes a critical error against an Application(s) quality checked in any given week, one (1) more Application from this Authorised User who is Supplier Personnel shall be quality checked.

PI 16.2 The Supplier shall perform a weekly monitoring regime, supported by system functionality, of two (2) randomly selected processed Refunds per Authorised User who is Supplier Personnel per week (reported Periodically). Where an Authorised User who is Supplier Personnel makes a critical error against their Refund(s) quality checked in any given week, one (1) more Refund from this Authorised User who is Supplier Personnel shall be quality checked.

PI 16.3 The Supplier shall perform a Periodic monitoring regime, supported by system functionality, of two (2) randomly selected out-going ad-hoc administrative activities per Authorised User who is Supplier Personnel per week (reported Periodically). Where an Authorised User who is Supplier Personnel makes a critical error against their correspondence item(s) quality checked in any given week, one (1) more correspondence item from this Authorised User who is Supplier Personnel shall be quality checked.

PI 16.4 The Supplier shall perform a weekly call monitoring regime, supported by system functionality, of three (3) quality checks per Authorised User who is Supplier Personnel per Period from randomly selected inbound and/or outbound calls to the Lot 2 Supplier

Contact Centre. The Supplier shall report on this Periodically and ensure that for each call selected and/or monitored, that a completed monitoring form is produced and appropriate feedback provided to the Authorised User. Where an Authorised User who is Supplier Personnel makes a critical error against their call(s) quality checked in any given period, one (1) more call from this Authorised User who is Supplier Personnel shall be quality checked.

PI 16.5 The PI measure shall be based upon the quality monitoring checks performed during the Period and any resulting critical errors identified in the Period. For the avoidance of doubt, the Supplier shall be deemed to have breached the PI if:

(A) the number of quality checks required under paragraphs PI 16.1 to PI 16.4 have not been completed; or

(B) the quality checks performed under paragraphs PI 16.1 to PI 16.4 identify any critical errors.

PI 16.6 Quality monitoring shall be carried out independently for each of the areas outlined in paragraphs PI 16.1 to PI 16.4. Any resulting Service Failure Points shall also be calculated and applied separately for each area, based on the total number of quality checks stipulated in each area.

PI 16.7 The results of any quality monitoring checks, in relation to the areas covered by paragraphs PI 16.1 to PI 16.4 carried out by TfL during the Period will also be included under this PI.

PI 16.8 Factors that constitute a critical error within each of the areas that will be quality monitored under paragraphs PI 16.1 to PI 16.4 shall be agreed in advance with TfL.

PI 17 TfL Quality Benchmarking

PI 17.1 TfL shall be allowed to request monitoring of any aspects of the Services each Period in accordance Schedule 2.1 (Statement of Requirements). These activities shall be carried out for any aspect of the Service not covered by PI 16 and will be notified in advance to the Supplier.

PI 17.2 The sample size for this monitoring shall be notified in advance to the Supplier.

PI 17.3 The acceptable quality standard for this PI shall be agreed in advance with TfL.

PI 17.4 Where TfL identifies any inaccuracies which are affecting the reported PI performance, TfL shall be entitled to make such adjustments to the Service Failure Points incurred for that Period for the relevant PI(s) as it deems reasonably appropriate in order to take account of and/or correct such inaccuracies. For the avoidance of doubt, this is in addition to the Service Failure Points accrued under this PI.

PI 17.5 The PI measure shall be as determined by TfL and shall be based upon the results of the monitoring checks performed by TfL during the Period.

ANNEX A – PERFORMANCE INDICATOR TABLES

Table 1

PI #	Performance Indicator Title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
					<99.5% - 98.0%	**<98.0% - 96.5%**	**<96.5%**
PI 1	Lot 2 Supplier Contact Centre Availability	N/A	N/A	100.0% - 99.5% available each Period, during Contact Centre Operational Hours	75 Service Failure Points per minute unavailable	50 Service Failure Points per minute unavailable	25 Service Failure Points per minute unavailable
					<95.0% - 90.0%	**< 90.0% - 85.0%**	**< 85.0%**
PI 2	Time to answer Objective - weekly	Date and time the call is received on the queue at the Lot 2 Supplier Contact Centre	Date and time the call is answered by an Authorised User who is Supplier Personnel	95% calls answered within 180 seconds per week.	4 Service Failure Points per call	6 Service Failure Points per call	8 Service Failure Points per call
					<95.0% - 92.0%	**< 92.0% - 88.0%**	**< 88.0%**
PI 3	Abandon Rate	00:00:01 on the first Working Day of the week	23:59:59 on the last Working Day of the week	95% of calls not abandoned after 20 seconds	10 Service Failure Points per Call	15 Service Failure Points per Call	20 Service Failure Points per Call
					1 – 5 Working Day(s)	**>5 – 10 Working Days**	**>11 Working Days**
PI 4	Bookings for Vehicle Inspections, Re-Tests and Referrals – Timeliness	Date of request of Booking request	Earliest Booking date offered	100% of earliest Standard Booking dates offered fall within 5 Working Days of Booking request	50 Service Failure Points per item per Working Day late	100 Service Failure Points per item per Working Day late	150 Service Failure Points per item per Working Day late

PI #	Performance Indicator Title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
					1 – 5 Working Day(s)	**>5 – 10 Working Days**	**>11 Working Days**
		Date of request of Vehicle Re- Test Booking request	Earliest Vehicle Re-Test Booking date offered	100% of earliest re-Booking dates offered fall within 2 Working Days of Booking request	50 Service Failure Points per item per Working Day late	100 Service Failure Points per item per Working Day late	150 Service Failure Points per item per Working Day late
					1 – 5 Working Day(s)	**>5 – 10 Working Days**	**>11 Working Days**
		Date of request of Non Licensing Inspection Application	Earliest Non-Licensing Inspection appointment date offered	100% of earliest Non-Licensing Booking dates offered fall within 2 Working Days of request of Booking request	50 Service Failure Points per item per Working Day late	100 Service Failure Points per item per Working Day late	150 Service Failure Points per item per Working Day late
					>10 - 30 Minutes delay	**30 -50 Minutes delay**	**>50 Minutes delay**
PI 5	Vehicle Inspection Start and End times	Scheduled Inspection Appointment Time (PI is not applicable if the Customer presents Vehicle AFTER the START)	Time relevant documents issued and all other related materials and activities completed (such as affixing relevant documentation such as plates and discs to the Vehicle)	100% completed within 50mins/40mins (as required) from scheduled Inspection appointment time	25 Service Failure Points per instance	50 Service Failure Points per instance	75 Service Failure Points per instance and 25 Service Failure Points per 20 minutes
					<100% - 97.0%	**<97% - 95.0%**	**<95.0%**

PI #	Performance Indicator Title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
PI 6	Vehicle Inspection Monitoring and Accuracy	00:00:01 on the first Working Day of the Period	23:59:59 on the last Working Day of the Period	100% quality checks performed/ no critical errors identified.	50 Service Failure Points per quality check not performed or critical error found	75 Service Failure Points per quality check not performed or critical error found	100 Service Failure Points per quality check not performed or critical error found
					1 – 10 Items	**11 – 20 Items**	**>20 Items**
PI 7	Accuracy of Licence Materials Issued	00:00:01 on the first Working Day of the Period	23:59:59 on the last Working Day of the Period	100% of Vehicle Licence Materials issued correctly	50 Service Failure Points per incident	75 Service Failure Points per incident	100 Service Failure Points per incident
					1 – 5 Working Day(s) late	**>5 – 10 Working Days late**	**>11 Working Days late**
PI 8	Administrative Activities	Time and date of receipt of enquiry / complaint via any channel	Date when response is sent to the relevant Customer	100% within 5 Working Days	5 Service Failure Points per item per day	10 Service Failure Points per item per day	20 Service Failure Points per item per day
					1 – 10 Items	**11 – 20 Items**	**>21 Items**
PI 9	Accuracy of Payments processed	00:00:01 on the first Working Day of the Period	23:59:59 on the last Working Day of the Period	0% failures for Payment accuracy for each event	50 Service Failure Points per incident	100 Service Failure Points per incident	150 Service Failure Points per incident
					< 99.5% - 97.0%	**<97.0% - 95.0%**	**<95.0%**
PI 10	Timely application of Refunds	Date and time Refund is requested or date	Date and time Refund is processed	100% - 99.5% within 7 Working	30 Service Failure Points per Refund	50 Service Failure Points per Refund	100 Service Failure Points per Refund

PI #	Performance Indicator Title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
		and time of notification the Refund has been declined		Days			
					< 99.5% - 97.0%	**<97.0% - 95.0%**	**<95.0%**
PI 11	Chargeback administration	Date and time the Chargeback is requested.	Chargebacks with an End Point during the Period	100.0% - 99.5% within time allowed by specific bank.	30 Service Failure Points per Chargebacks	50 Service Failure Points per Chargebacks	100 Service Failure Points per Chargebacks
					1 – 5 Working Day(s)	**>5 – 10 Working Days**	**>10 Working Days**
PI 12	Timely, Complete and Correct Provision of Reports	Date and time Report is due or an error is identified	Date and time Report is delivered or corrected	0 Reports late, incomplete or inaccurate	100 Service Failure Points per Report per Working Day late	250 Service Failure Points per Report per Working Day late	500 Service Failure Points per Report per Working Day late
					1 – 10 Items	**11 – 20 Items**	**>21 Items**
PI 13	Accuracy of Vehicle Data	The Start Point shall be the time at which the information is identified as being incorrect.	The End Point shall be the time at which the information has been corrected within the Service System.	100% of Vehicle Data inputted within the Service System is correct	50 Service Failure Points per incident	50 Service Failure Points per incident	50 Service Failure Points per incident
					5 -9 Complaints	**10 – 14 Complaints**	**>15 Complaints**
PI 14	Valid Customer Complaints	00:00:01 on the first Working Day of the Period	23:59:59 on the last Working Day of the Period	0-4 valid complaints	50 Service Failure Points per Customer Complaint	75 Service Failure Points per Customer Complaint	100 Service Failure Points per Customer Complaint
					1-5 Working Day(s) late	**>5-10 Working Days late**	**>10 Working Days late**
PI 15	Requests from TfL	Date and time TfL Request is made	Date and time the action has been successfully	100% within specified time	10 Service Failure Points per TfL	20 Service Failure Points per TfL	50 Service Failure Points per TfL

PI #	Performance Indicator Title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
			completed		Request per Working Day late	Request per Working Day late	Request per Working Day late
					<100% - 97.0%	**<97.0% - 95.0%**	**<95.0%**
PI 16	Quality Monitoring	00:00:01 on the first Working Day of the Period	23:59:59 on the last Working Day of the Period	100% quality checks performed/ no critical errors identified within each area outlined in paragraphs PI 16.1 to PI 16.4	50 Service Failure Points per quality check not performed or critical error found	75 Service Failure Points per quality check not performed or critical error found	100 Service Failure Points per quality check not performed or critical error found
					<97.0% - 96.0%	**<96.0% - 95.0%**	**<95.0%**
PI 17	TfL Quality Benchmarking	00:00:01 on the first Working Day of the Period	23:59:59 on the last Working Day of the Period	100% - 97.0% of sample meets agreed quality standard	50 Service Failure Points per item	75 Service Failure Points per item	100 Service Failure Points per item