# Call-Off 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”** | has the meaning given to it in the Order 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 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 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. 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 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

* 1. 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**"),
     3. 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. 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;
    2. instruct the Supplier to comply with the Rectification Plan Process;
    3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
    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

Not applied

## Annex A to Part A: Services Levels

| Service Levels | | | |
| --- | --- | --- | --- |
| Service | Key Indicator | KPI / SLA Performance Measure | Service Level Target |
| Benefits platform and App | Availability | 1. The platform must be available 24/7, 365/366 days a year. 2. The Supplier must give notification of planned maintenance two weeks prior, with reminders at 48 and 24 hours prior. If the Supplier required supporting action from DVSA, they must specify this two weeks prior. 3. Any scheduled maintenance and upgrades must take place between 20:00 and 07:30 BST/GMT, Monday to Friday. 4. The Supplier must inform DVSA Contract Managers in a timely manner (within six hours) following notification of any unscheduled platform maintenance. | 95% |
| Service Management | Timescale | 1. All emails shall be triaged and provided with a meaningful response within 24 hours. 2. Requests and queries (receive in writing, by email, phone or another route) should be resolved within five working days. 3. When issues are identified with supply of any benefits, the Supplier shall provide information to the DVSA Contract Managers within two working days. 4. Setting up new employees/amending employee details within 3 weeks of being notified. | 95% |
| Complaints | Accuracy /Timelines | * + - 1. The Supplier shall acknowledge complaints made by Buyers Personnel i.e. verbal, formal or informal and written within one (1) Working Day of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution to the complaint shall be made by the Supplier to the Buyer at intervals of five (5) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties.       2. The Supplier shall resolve all cases of lost, stolen or cancelled orders within 14 working days of queries being raised. | 98% |
| Vouchers and cashback | Timescales | 1. E-Voucher Delivery should be issued immediately 2. Physical Vouchers should be posted within 24 hours 3. All requests for cash-back to reach employee bank accounts within 10 working days of the request. | 100% |
| Reporting management information | Accuracy /Timelines | 1. Reports completed and produced in line with DVSA’s specification by the 1st working day of each month. | 100% |
| Refunds | Accuracy /Timelines | 1. Refunds where relevant are issued to employees within 5-7 days.  2. Refunds where relevant to DVSA are issued within 2 months. | 100% |
| Invoicing | Accuracy /Timelines | 1. Provide a monthly summary of charges with itemised transaction detail.  2. To be notified 7 days in advance of our vouchers being put on hold due to an invoice dispute. | 100% |
| Social Value | Annual Target | 1. Commit min 21 hours p/a ‘green’ project volunteering (core delivery team) e.g. food banks  2. Use digital channels for training and communications, e.g. webinars, push notifications  3. Via the comms module (included FOC for DVSA; equates to saving standard annual fee of £7-8k), work with you to create a Social Value page on your platform to drive awareness, promote activities and report success.  4. Travel by ‘green’ means for face-to-face meetings throughout contract duration.  5.Ensure supply chain work to Net-Zero; one provider (Tusker) is Net Carbon Positive | 100% |

Service Credits will not be applied.

## 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.