



Home Office

AUTHORITY: The Secretary of State for the Home Department

SCHEDULE 7
SERVICE LEVELS AND SERVICE CREDITS

NEXT GENERATION OUTSOURCED VISA SERVICES

CONTENTS

1.	GENERAL PROVISIONS	1
2.	SERVICE LEVELS	3
3.	MEASUREMENT AND REPORTING	5
4.	SERVICE LEVEL DEFAULTS AND REMEDIAL ACTIVITIES.....	6
5.	SERVICE CREDITS	7
6.	EXCLUSIONS	13
7.	RANDOM QUALITY AUDITS.....	13
	ANNEX 7-1 CRITICAL SERVICE LEVELS	14
	ANNEX 7-2 NON-CRITICAL SERVICE LEVELS	18
	ANNEX 7-3 RANDOM QUALITY AUDITS.....	22
	ANNEX 7-4 SERVICE CREDITS – PERFORMANCE AND TIERS.....	23
	ANNEX 7-5 VARIATION TO SERVICE LEVELS	24
	ANNEX 7-6 INCIDENT CATEGORY – CRITICAL INCIDENTS.....	25

SCHEDULE 7

SERVICE LEVELS AND SERVICE CREDITS

1. GENERAL PROVISIONS

1.1 Introduction

1.1.1 This Schedule sets out:

- (a) the Service Levels and other criteria against which the Supplier's fulfilment of the Services Requirements shall be measured;
- (b) the process by which Service Levels are added, amended or removed;
- (c) the Supplier's obligation to continually improve the Service Levels;
- (d) the process by which the Tools to be used are agreed;
- (e) the Supplier's requirement to report on its performance against the Service Levels;
- (f) the remedial activities to be undertaken on a Service Level Default;
- (g) the mechanism for applying Service Credits on the occurrence of a Critical Service Level Default; and
- (h) the ability of the Authority to require the Supplier to carry out random quality audits.

1.1.2 The objective of this Schedule is to:

- (a) ensure that the Supplier's performance meets the Authority's business and regulatory requirements;
- (b) give prime responsibility to the Supplier for the end-to-end service;
- (c) provide a mechanism designed to highlight any failures to perform;
- (d) provide measurements and information for identifying causes of failure and rectifying them;
- (e) incentivise the resolution of root causes;
- (f) provide a price adjustment to the Authority where Critical Service Levels are not met through the application of Service Credits;
- (g) prevent repeated failures to meet Service Levels; and
- (h) address the continuous improvement of Service Levels.

1.1.3 The Supplier shall fulfil the Services Requirements so as to achieve or exceed the Service Levels.

1.1.4 The Service Levels and their respective measurements, as set out in this Schedule, are intended to measure whether the Supplier is meeting the levels of performance necessary to satisfy the Authority's business and regulatory requirements. Accordingly, the Service Levels:

- (a) shall be regularly reviewed by the Parties in accordance with Clause 12.2 of the Terms and Conditions;
- (b) shall be subject to continuous improvement objectives, as set out in Section 2.3 below, Clause 12.2 of the Terms and Conditions, and Schedule 20 (**Continuous Improvement**); and
- (c) may be added to, amended or deleted during the Term, in accordance with Section 2.2 below,

in order to achieve the accurate and consistent measurement of the Supplier's fulfilment of the Services Requirements.

1.1.5 The Supplier shall pay a Service Credit to the Authority, calculated in accordance with Section 5, if the Supplier commits a Critical Service Level Default.

1.1.6 The Authority may require the Supplier to perform random quality audits, as described in Section 7 below, in respect of the criteria set out in Annex 7-3 to this Schedule.

1.2 VAC Clarification

1.2.1 For the avoidance of doubt, the word 'VAC' shall mean a static Free to Use VAC, a static User Pays Vac and a Temporary Enrolment Location throughout this Schedule.

1.2.2 Each VAC's performance shall be measured from the 1st calendar day of each month, and shall be reported independently in accordance with this Schedule 7 and Schedule 14 (**Management Systems and Reporting**).

1.3 Annexes

The following Annexes are appended to this Schedule and are hereby incorporated by reference:

1.3.1 Annex 7-1 Critical Service Levels Matrix;

1.3.2 Annex 7-2 Non Critical Service Level Matrix;

1.3.3 Annex 7-3 Random Quality Audits;

1.3.4 Annex 7-4 Service Credits – Performance and Tiers;

1.3.5 Annex 7-5 Variation to Service levels; and

1.3.6 Annex 7-6 Incident Categories.

1.4 Definitions

In this Schedule, unless the contrary intention appears, each capitalised term shall have the meaning set out in the Schedule 1 (**Definitions**).

2. **SERVICE LEVELS**

2.1 Performance

2.1.1 The Supplier shall, unless otherwise agreed with the Authority, commence measuring the Service Levels from the relevant Commencement Date for each VAC.

2.1.2 Save as otherwise stated in this Schedule, commencing on the relevant Commencement Date, the Supplier shall, in respect of each VAC, meet or exceed the metric for each Service Level set out in the Service Levels Matrices at Annex 7-1 and Annex 7-2.

2.1.3 The Service Levels are measured on a VAC-by-VAC basis (*i.e.*, the Supplier must meet or exceed the relevant metric for each Service Level in each VAC). Over-performance against a Service Level in one VAC cannot be used to set-off under performance against the same Service Level in another.

2.1.4 Where a Service Level specifies a primary and a tail metric (*e.g.*, “primary” = 95% within two (2) days; “tail” = 100% within five (5) days), both metrics must be met or exceeded. Failure by the Supplier to meet either metric shall be deemed to be a Service Level Default. Where a Service Level specifies only a primary metric and that metric is a percentage less than 100% (such as 95% in five (5) days), the Supplier shall complete the remaining percentage as quickly as possible. The Parties acknowledge that certain metrics may be set at 100% as identified in Annex 7-1 and Annex 7-2, as applicable.

2.1.5 All Service Levels have three (3) stepped tiers of failure – “**Small Failure**”, “**Medium Failure**” and “**Large Failure**”.

2.1.6 However Critical Service Levels with targets set at 100% have an extra tier of failure, known as “**Special Failure**”, where Service Credits are not applied.

2.1.7 The various Service Level tiers are identified in the table in Annex 7-4. The tiers are volume specific and are divided into four (4) volume bands. The volume bands are based on the number of Visa Applications by VAC per month, as identified in Annex 7-4.

2.2 Additions, Amendments and Deletions of Service Levels – after the Effective Date

This Section 2.2 applies to all Service Levels and any additions or amendments to or deletions of Service Levels. The Authority may add, amend or delete Service Levels as follows:

- 2.2.1 **Additions.** The Authority may add Service Levels by sending a written notice to the Supplier at least sixty (60) Calendar days prior to the date that such additions to the Service Levels are to be effective. New Service Levels shall be implemented through the Change Control Procedure.
- 2.2.2 The Parties shall agree (acting reasonably) on a Service Level which reflects Good Industry Practice using industry-standard measures or third party data, information and/or advisory services (for example, Gartner Group, Compass Group or Meta Group). If the Parties fail to agree the Service Level prior to the date that the Authority requires the Service Level to become effective (the “**Intended Date**”), the Supplier shall measure the actual performance of the particular Service for a six (6) month period from the intended date (subject to the Supplier using Commercially Reasonable Efforts to perform the particular Services Requirement to its best ability) using Tools approved in advance by the Authority and this shall be used to establish the Service Level, which shall be effective from the end of that six (6) month period.
- 2.2.3 **Amendments.** Amendments to any Service Levels (whether made as part of the Annual Review process or not) shall be agreed through the Change Control Procedure and be recorded in Annex 7-5 to this Schedule 7.
- 2.2.4 **Deletions.** The Authority may delete Service Levels by sending a written notice to the Supplier at least thirty (30) Calendar days prior to the date that such deletions to Service Levels are to be effective. Any deletion of a Service Level shall be implemented as a Non-Chargeable Change through the Change Control Procedure.

2.3 Continuous Improvement

- 2.3.1 The Service Levels should be modified during the Contract Term to reflect the principle of continuous improvement in accordance with Schedule 20 (**Continuous Improvement**). As part of the Annual Review process and in accordance with Clause 12.2 of the Terms and Conditions, the Parties shall review and adjust the Service Levels to ensure that they reflect the Supplier’s obligations to continually improve the Service Levels as set out in this Section 2.3 and Clause 12.2 of the Terms and Conditions.
- 2.3.2 As part of the Annual Review of the Service Levels, the Parties shall assess the Supplier’s performance against each Service Level in the past Contract Year. If the Supplier has demonstrated a consistent performance in excess of the Service Level, the Parties shall discuss and seek to agree at the Contract Management Board an appropriate upwards adjustment to the Service Level to reflect the Supplier’s performance.
- 2.3.3 Any adjustment of Service Levels pursuant to this Section 2.3 shall be agreed and recorded through the Change Control Procedure as a Non-Chargeable Change.

3. MEASUREMENT AND REPORTING

3.1 Use of Tools

- 3.1.1 Unless otherwise identified in Annex 7-1 or Annex 7-2, as applicable, the Tools to be used by the Supplier to measure each Service Level shall be agreed by the Parties prior to the start date for measurement of each Service Level. If the Supplier fails to propose a Tool for any Service Level that is reasonably acceptable to the Authority prior to the relevant date, such failure shall be deemed a Service Level Default for such Service Level until the Supplier proposes a reasonably acceptable Tool. If, after such agreement, the Supplier desires to use a different Tool for a Service Level, the Supplier shall provide written notice to the Authority, in which event the Parties shall reasonably adjust the measurements as necessary to account for any increased or decreased sensitivity in the new Tool, provided that, if the Parties cannot agree on the required adjustment, the Supplier shall continue to use the Tool that had been initially agreed by the Parties.
- 3.1.2 It is not anticipated that changes in the Tool will cause Changes in Service Levels; rather, the need to collect and accurately reflect the performance data should drive the development or change in (and enhancement to) Tool.

3.2 Performance Reporting

- 3.2.1 Unless otherwise specified in this Schedule, each Service Level shall be measured on a periodic basis by the Supplier in accordance with the relevant Measurement Period and reported by the Supplier in the Monthly Service Report specified in, and delivered in accordance with the timetable set out in Schedule 14 (**Management Systems and Reporting**).
- 3.2.2 The Authority shall provide to the Supplier such performance data within its control as is reasonably required by the Supplier to measure the achievement of the Service Levels.
- 3.2.3 The Monthly Service Report shall set out the Supplier's achievement against all Service Levels within each VAC. The Monthly Service Report shall provide such detail as is required by the Authority to verify the Supplier's performance against the Service Levels. To the extent not agreed by the Parties in Schedule 14 (**Management Systems and Reporting**), the Parties shall, within one (1) month of the Effective Date, agree the standard format and content of the Monthly Service Report.
- 3.2.4 If the Authority becomes entitled to a Service Credit, the Supplier shall notify the Authority of such entitlement in the relevant Monthly Service Report. The relevant Monthly Service Report shall highlight and describe all Service Level Defaults for the preceding month.

3.3 Customer Satisfaction

3.3.1 The Supplier shall take the following steps to monitor, maintain and enhance the satisfaction of Visa Applicants and, as appropriate, the Authority Personnel. The Supplier shall:

- (a) perform, in co-ordination with the Authority, comprehensive satisfaction surveys of Visa Applicants and, as appropriate the Authority Personnel according to agreed procedures, frequency and metrics (“**Customer Satisfaction Surveys**”) and ensure that full analyses of the results of such surveys are reported to the Authority at a frequency to be agreed between the Parties within six (6) months of the Effective Date;
- (b) implement procedures to ensure the capture of feedback from Visa Applicants in respect of the Visa Application Services, including providing a clear and straightforward process through which Visa Applicants may make a complaint and reporting such complaints promptly to the Authority; and
- (c) attend, as requested by the Authority, meetings with the Authority’s representatives to discuss the results of the Customer Satisfaction Surveys and address any issues arising from such results set out in, Schedule 8 (**Governance and Contract Management**).

3.3.2 The Supplier shall ensure that the results of the Customer Satisfaction Surveys demonstrate a continuous improvement in the levels of satisfaction of Visa Applicants and, as appropriate, the Authority Personnel.

3.3.3 The Authority shall be entitled, either itself or through an appointed third party, to conduct its own customer satisfaction surveys to complement or verify the results of the Supplier-conducted Customer Satisfaction Surveys.

4. **SERVICE LEVEL DEFAULTS AND REMEDIAL ACTIVITIES**

4.1 Failure to Perform

Unless additional remedial activities are specified in Sections 5.3 and 5.4 below, in respect of each Service Level Default (irrespective of whether such default relates to a Critical Service Level or Non-Critical Service Level), the Supplier shall:

- 4.1.1 take whatever action is reasonably necessary to minimise the impact of the failure and prevent it from recurring;
- 4.1.2 notify the Authority as soon as the Supplier becomes aware of such failure;
- 4.1.3 carry out a root cause analysis to investigate the underlying causes of the failure and reserve any data indicating the cause of the failure;

- 4.1.4 correct the failure and immediately resume fulfilment of the Services Requirements to the applicable Service Level;
- 4.1.5 prepare and deliver to the Authority a monthly report identifying the failure and, where possible, its cause, business impact, remedial plans, timescales for improvement plans and any impact on the fulfilment of the Services Requirements; and
- 4.1.6 advise the Authority, as and to the extent requested by the Authority, of the status of all remedial efforts being undertaken by the Supplier with respect to the underlying cause of the failure.

4.2 Escalation

- 4.2.1 Sections 5.3 and 5.4 set out various escalation requirements in relation to Critical Service Level Defaults.
- 4.2.2 If there are significant, multiple or repetitive Non-Critical Service Level Defaults, the Authority may require the Supplier to escalate the relevant Non-Critical Service Level Defaults in accordance with Schedule 8 (**Governance and Contract Management**).
- 4.2.3 If the Supplier is not taking appropriate or sufficient steps to remedy the root cause of any Service Level Default as required under Section 4.1 above, the Authority may require the senior executives of the Supplier to attend a meeting of the joint Business Development Board (BDB) identified in Schedule 8 (**Governance and Contract Management**) and agree the additional remedial efforts which need to be undertaken by the Supplier.

4.3 Co-operation

The achievement of the Service Levels by the Supplier may require the coordinated, collaborative effort of the Supplier with other service providers, vendors and other third parties contracted with or by the Authority. The Supplier shall provide a single point of contact for the prompt resolution of all Service Level Defaults and all other performance related issues.

5. **SERVICE CREDITS**

5.1 General Principles

- 5.1.1 Annex 7-1 sets out the Critical Service Levels and Annex 7-4 sets out the information required to calculate the Service Credits that the Supplier shall pay as a credit, against the monthly Charging Schedule to the Authority in the event of a Critical Service Level Default.
- 5.1.2 Where a Critical Service Level specifies more than one metric, the failure by the Supplier to meet any one of those metrics shall be deemed to be a Critical Service Level Default. For the avoidance of doubt, failures within multiple VACs count as multiple failures for the purposes of Service Credits.

- 5.1.3 Section 5.3 sets out the calculation for the applicable Service Credits that shall apply if any Critical Service Level Default occurs in the relevant month. To incentivise the Supplier to quickly and effectively remedy defaults, there is a multiplier mechanism in Section 5.4 which increases the applicable Service Credits for repeated Critical Service Level Defaults.
- 5.1.4 All Service Credits to which the Authority is entitled in accordance with this Section 5 shall be paid to the Authority or, as the Authority elects, shall be credited against and deducted from the Service Charges payable by the Authority for each calendar month following the end of the Measurement Period in which the Critical Service Level Default occurred.
- 5.1.5 In accordance with Clause 14.2 of the Terms and Conditions, payment of Service Credits is without prejudice to the Authority's rights to recover Losses from the Supplier or to other remedies available to the Authority. Any Claim for damages for a Default or failure where a Service Credit has already been received by the Authority shall be reduced by the amount of that Service Credit.
- 5.1.6 No Service Credits shall apply as a consequence of a Service Level Default which is not a Critical Service Level Default.
- 5.1.7 The Authority, in agreement with the Supplier, may choose at its own discretion to relax or waive Service Credits should any individual VAC's volume increase by 125% more than agreed in any given month.

5.2 Designation of Critical Service Levels

- 5.2.1 The Service Levels that are Critical Service Levels at the Effective Date are set out in Annex 7-1.
- 5.2.2 With thirty (30) Calendar days' prior written notice to the Supplier, the Authority may change the classification of a Service Level from a Critical Service Level to Non Critical Service Level or *vice versa* provided that, in the case of Critical Service Levels, the overall number of Critical Service Levels is no greater than eight (8). If the Authority wishes to increase the total number of Critical Service Levels beyond eight (8), then the Parties shall agree such increase in accordance with the Change Control Procedure provided, however, that the Amount at Risk for any Country shall not be increased.

5.3 Single Months – Critical Service Level Default

- 5.3.1 If there is one Critical Service Level Default in a particular VAC in any calendar month, then, save for performance falling within the Special Failure tier, the Supplier shall pay to the Authority Service Credits in accordance with the following provisions:
- (a) **Special Failure.** The Supplier shall perform the remedial activities identified in Section 5.8. Service Credits shall not be payable for performance falling within

the Special Failure tier, including in circumstances where the Special Failure is repeated by the Supplier in subsequent months;

- (b) **Small Failure.** Allocation of one (1) Service Credit, which equates to £150, shall be payable to the Authority by the Supplier. In addition, the Supplier shall carry out the activities set out in Section 4.1 above, as applicable;
- (c) **Medium Failure.** Allocation of two (2) Service Credits, which equates to £500, shall be payable to the Authority by the Supplier. In addition, the Supplier shall carry out the activities set out in Section 4.1 above, as applicable; and
- (d) **Large Failure.** Allocation of four (4) Service Credits, which equates to £1,000, shall be payable to the Authority by the Supplier, and the Supplier shall carry out the activities set out in Section 4.1 above, as applicable. In addition to the Service Credits, the relevant Large Failure shall be escalated to the Country/Post Manager within two weeks of the end of the relevant month.

5.3.2 If the Service Credits equal ten (10) or more in a single month, the performance of the VAC shall be escalated to the Regional Executives within two weeks of the relevant month.

5.4 Repeated - Critical Service Level Defaults

5.4.1 If there is more than one Critical Service Level Default in respect of the same Critical Service Level in the same VAC in any rolling six (6) calendar month period, save as otherwise set out below, the Supplier shall pay to the Authority Service Credits in accordance with the following provisions:

- (a) **Special Failure.** The Supplier shall perform the remedial activities identified in Section 5.8. Service Credits shall not be payable to the Authority for repeated Special Failures;
- (b) **Small Failure:**
 - (i) if a Critical Service Level failure repeats within the relevant six (6) calendar month period, then the calculation in Section 5.4.2 below shall apply; and
 - (ii) in addition to the Service Credits, the Supplier shall carry out the activities set out in Section 4.1 above, as applicable;
- (c) **Medium Failure:**
 - (i) if a Critical Service Level failure repeats within the relevant six (6) calendar month period, then the calculation in Section 5.4.2 below shall apply; and

- (ii) in addition to the Service Credits, the relevant Medium Failure shall be escalated to the Country/Post Manager within two weeks of the end of the relevant month; and
- (d) **Large Failure:**
 - (i) if a Critical Service Level failure repeats within the relevant six (6) calendar month period, then the calculation in Section 5.4.2 below shall apply; and
 - (ii) in addition to the Service Credits, the relevant Large Failure shall be escalated to the Regional Executives within two weeks of the end of the relevant month.

5.4.2 Repeated Failures Formula

- (a) If a Critical Service Level failure repeats within the relevant six (6) calendar month period then the cost of that failure (and the service credit allocation) shall be multiplied by the number of occurrences.

Example of Repeated Failure calculation

A Medium failure in a single month has the original Service Credit Allocation of two (2) Service Credits. Therefore, if the Service Level is failed for the third time in a six (6) month period, the applicable Service Credit Allocation is:

Service Credit Allocation is 2 Service Credits which equates to £500.

£500 x number of occurrences (3) = £1,500

Therefore, on this occasion that failure carries with it a Service Credit Allocation of 6 Service Credits and a cost of £1,500 payable to the Authority.

- 5.4.3 If the Service Credits equal ten (10) or more in a single month, the issue of performance at the VAC shall be escalated to the Regional Executives within two (2) weeks of the end of the relevant month.

5.5 Service Credit Payment

- 5.5.1 The Service Credit payable in a particular Payment Period shall be calculated as follows:

SCP = Total Aggregated SC

where:

SCP = Service Credit Payment

SC = Service Credits

5.5.2 Worked Example

In one given month, there are the following failures in a particular VAC;

1. One Critical Service Level Small failure – single occurrence.
2. One Critical Service Level Medium failure – single occurrence.
3. One Critical Service Level Medium failure – repeated for a third time in a six month period.
4. One Critical Service Level Large failure – single occurrence.

with the relevant calculation being made as follows;

1. 1 Service Credit which equates to £150
2. 2 Service Credits which equate to £500
3. 2 Service Credits which equates to £500 x number of occurrences in that six month period (3) = 6 service credits and £1,500
4. 4 Service Credits which equates to £1,000

Total Service Credits = 13 with a total of £3,150 payable to the Authority.

Therefore in this month, £3,150 would be payable to the Authority and because the Service Credits equal 10 or more the Supplier's performance would be escalated to the Regional Executives within two (2) weeks of the end of the relevant month.

5.6 Cap on Service Credits

5.6.1 Except as set out in Section 5.6.2, the aggregate amount of Service Credits payable or credited to the Authority with respect to all Critical Service Level Defaults occurring in any calendar month in any particular Country shall not exceed, in total, 20% of income for such Country ("Amount at Risk"). The Supplier acknowledges that the Amount at Risk (20% of Income) for the relevant Country may be aggregated though the amount of Service Credits incurred at a single VAC in such Country.

5.6.2 The aggregate amount of Service Credits payable or credited to the Authority in any one (1) calendar month for a Country may exceed the Amount at Risk (20% of Income) if the Parties discover that Service Credits are owed due to the Supplier's failure to meet any one (1) or more Critical Service Levels in such Country in earlier months. For example, an Audit may reveal that, in an earlier month, the Supplier actually failed to meet certain Critical Service Levels, which were reported in error as having been met. In this example,

in addition to the Service Credits payable in the current month (which cannot exceed the Amount at Risk for that current calendar month), the Service Credits owed due to earlier Critical Service Level Defaults shall also be payable or credited to the Authority, provided that, when separately calculated, they do not exceed the Amount at Risk for the relevant Country for that prior calendar month.

5.7 Amendments to Service Credit Allocation

With thirty (30) days' prior written notice to the Supplier, the Authority may amend the Service Credit Allocations identified in Sections 5.3.1(b), 5.3.1(c) and 5.3.1(d), respectively, for Small Failures, Medium Failures and Large Failures.

5.8 Remedial Activities for Special Failures, Small Failures, Medium Failures, and Large Failures – for repeated failures

In addition to the provision of Sections 4.1 and 4.2 above, the following procedures shall apply at a VAC level, if a Large Failure repeats in consecutive months; or three (3) or more Medium Failures repeat in consecutive months; or Special Failures and/or Small Failures repeat in three (3) or more months in any six (6) month rolling period:

- 5.8.1 the Supplier shall promptly contact the Authority and the Parties shall review the need for a “Recovery Plan”. The scope and format of all Recovery Plans shall be agreed by the Parties within two (2) months of the Effective Date and incorporated into the Procedures Manual. If the Authority decides that a Recovery Plan is required, it shall be submitted by the Supplier to the Authority within five (5) Working Days of such decision. The plan shall specify the proposed activities and recovery period to bring the relevant Service Levels back to the Target Service Level metric (as identified in Annexes 7-1 and 7-2). Such recovery period shall be limited to the minimum practicable period possible in the circumstances. Unless otherwise agreed by the Authority, the maximum recovery period for a Recovery Plan shall be two (2) months. On approval by the Authority, such Recovery Plan shall be implemented by the Supplier within the time-scales set out in the Recovery Plan;
- 5.8.2 the status of implementation of the Recovery Plan shall be reported by the Supplier on a weekly basis (simple written report) and shall be reviewed by the Parties as part of the regular (monthly) contract management meetings (which shall take place in accordance with Schedule 8 (**Governance and Contract Management**)); and
- 5.8.3 if, on the expiry of the Recovery Plan, the relevant Service Level Failure under review remains below the relevant Target Service Level metric set out in Annexes 7-1 or 7-2 (as applicable), then:
 - (a) the process set out in this Section 5.8 shall be repeated, at the Authority’s sole discretion; or

- (b) the Authority may escalate resolution of the Service Level Failure in accordance with Schedule 8 (**Governance and Contract Management**), at the Authority's sole discretion.

6. **EXCLUSIONS**

In calculating the Supplier's compliance with the Service Levels, events for which the root cause is determined to be one (1) or more of the following shall not be included in such calculations (unless the event is the result of acts or omissions of the Supplier):

- 6.1.1 any event arising as a direct consequence of a Force Majeure Event as set out in Clause 48 of the Terms and Conditions (Force Majeure);
- 6.1.2 any action taken by the Supplier at the authorised request of the Authority contrary to the express, reasonable advice of the Supplier; or
- 6.1.3 any event in respect of which the Supplier is exempt from liability in accordance with Clause 47 of the Terms and Conditions (Authority's failure to perform its obligations); or
- 6.1.4 REDACTED.

7. **RANDOM QUALITY AUDITS**

7.1 Audit

On request by the Authority, a full auditable account of all data including calculations shall be provided to the Agency within a report. The report shall allow the Authority to verify the accuracy and completeness of the Supplier's fulfilment of all the Services Requirements. The records to be audited shall be checked against the criteria specified in Annex 7-3, and shall be marked either as a Yes (compliance) or a No (non-compliance) answer in respect of each such criteria.

7.2 Scoring

In respect of each such random quality audit, the Parties shall agree a score to represent acceptable compliance.

7.3 Remedial Action

In the event that the agreed score is not achieved in respect of any random quality audit, the Supplier shall produce an action plan to remedy the failure.

ANNEX 7-1

CRITICAL SERVICE LEVELS

CSL ID Ref.	Service Package Ref.	Service Description Area	Service description Level	Target Service Level metric	How Measured	Measurement Window	Failure Tiers
CSL 1			The Supplier shall apply the correct Authority PV Discount Rate, Authority SPV Discount Rate and the Premium Lounge Revenue Share to its invoices in accordance with Schedule 6 (Pricing, Payment and Invoicing).	99% of invoices shall record the correct discount values. (Note: This Service Level does not relieve the Supplier from having to pay the full amount of any discount due to the Authority.)	The Supplier is to provide to the Authority, with the relevant invoice, monthly application volumes which shall detail all Authority Supported Chargeable Services fees received during the invoice period and the retention rates, discount rates and the values that have been applied to the relevant invoice.	Monthly	Failure tier applies. For Special Failure, Small Failures, Medium Failures and Large Failures, see Annex 7-4
CSL 2	SP6	Biometric Collection Services	The Supplier shall correctly identify the Visa Applicants against their passport image. However, this Service Level shall not apply in fraudulent situations that were not reasonably apparent.	100% of Visa Applicants shall be correctly identified against their passport and correctly linked with the correct Biometrics data records.	Post to check/measure during the assessment of each Visa Applicant. Post to notify the Supplier of any Biometrics information that has not been correctly processed.	Monthly	Failure tier applies. For Special Failure, Small Failures, Medium Failures and Large Failures, see Annex 7-4

CSL ID Ref.	Service Package Ref.	Service Description Area	Service description Level	Target Service Level metric	How Measured	Measurement Window	Failure Tiers
CSL 3	SP6	Biometrics Collection Services	The Supplier shall collect Biometrics footage recordings of each Visa Applicant's Biometrics recording, which shall be delivered to the Authority to coincide with the delivery schedule agreed with the Post in accordance with Critical Service Level 5. (Note: The Biometrics footage recording requirement states that Biometrics cannot be taken if the recording equipment is not working).	100% of individuals' Biometrics recordings must be captured on Biometrics footage recording equipment. The Supplier shall maintain a Biometrics footage recording system that meets this Service Level and allows for the recording of each biometric taken at the VAC.	Post to notify the Supplier if Biometrics footage recording has not been collected for all the Visa Applications made in the relevant month.	Monthly - Supplier to provide Biometrics footage recording.	Failure tier applies. For Special Failure, Small Failures, Medium Failures and Large Failures, see Annex 7-4.
CSL 4	SP6	Biometrics Collection Services	The Supplier shall ensure that both photographs and fingerprints meet quality thresholds.	99% of photographs shall meet the defined quality levels as set out in R6-41 of Schedule 2 (Statement of Requirements). 95% of fingerprints shall meet the quality thresholds as set out in R6-34 of Schedule 2 (Statement of Requirements). The bypass button shall only be used after three attempts have been made to meet the 100% standard. In all circumstances, a valid reason	Post to check/measure during the assessment of each Visa Applicant. Post to notify the Supplier of any Biometrics information that has not been correctly processed.	Monthly	Failure tier applies. For Special Failure, Small Failures, Medium Failures and Large Failures, see Annex 7-4

CSL ID Ref.	Service Package Ref.	Service Description Area	Service description Level	Target Service Level metric	How Measured	Measurement Window	Failure Tiers
				must be supplied and recorded for 100% of the cases where the bypass button is used. (For example they are exempt from collection.)			
CSL 5	SP8	Document Collection and Delivery Services (Application Delivery)	In accordance with a delivery schedule agreed with the Post, the Supplier shall deliver <u>ALL</u> (Incl. PV/SPV) received Visa Application Forms and supporting evidences to the relevant Post.	100% of <u>ALL</u> (Incl. PV/SPV) Visa Application Forms and all supporting evidence shall be delivered to the Post within agreed timescales according to an agreed delivery schedule for each Visa Application type, with no losses of forms.	Post to notify the Supplier if any Visa Application Form or supporting documentation is missing and not received against the agreed delivery schedule.	Monthly	Failure tier applies. For Special Failure, Small Failures, Medium Failures and Large Failures, see Annex 7-4
CSL 6	SP10	Document Collection and Return Service	The Supplier shall ensure that <u>ALL</u> (Incl. PV/SPV) the relevant Visa Application documents are returned or dispatched (as applicable) to the Visa Applicant by the means chosen by the Visa Applicant (or return them to the Authority if unwanted by the Visa Applicants) and retain proof of such return/dispatch (with no losses occurring).	The Supplier shall return/dispatch (as applicable) 100% of documents received (or return them to the Authority if unwanted by the Visa Applicants) from Post to <u>ALL</u> (Incl. PV/SPV) Visa Applicants by the chosen means.	Supplier shall monitor through internal audit process (part of the complaints process) and provide a monthly report to the Post.	Monthly	Failure tier applies. For Special Failure, Small Failures, Medium Failures and Large Failures, see Annex 7-4

CSL ID Ref.	Service Package Ref.	Service Description Area	Service description Level	Target Service Level metric	How Measured	Measurement Window	Failure Tiers
CSL7	SP3	Biometric Appointment Management Services	REDACTED	100% of Biometric appointments are available and made within 5 Working Days.	Measured by the Supplier through internal audit process.	Supplier to report to Post on a monthly basis.	Failure tier applies. For Special Failure, Small Failures, Medium Failures and Large Failures, see Annex 7-4
CSL 8	SP9	Interview Facilitation Services:	Ensure that interview scheduling meets the Authority's capacity requirement, including ensuring appointment schedules are updated within 24 hours of agreement of requirement with the Authority.	The Authority will determine and inform the Supplier of the interview capacity required. If there is a change in the Authority's capacity, the Supplier should update the appointment schedule within 24 hours of the agreement.	Measured by the Supplier through internal audit process.	Supplier to report to Post on a monthly basis.	Failure tier applies. For Special Failure, Small Failures, Medium Failures and Large Failures, see Annex 7-4

ANNEX 7-2
NON-CRITICAL SERVICE LEVELS

NCSL ID Ref.	Service Package Ref	Service Description Area	Service Level description	Target Service Level metric	How Measured	Measurement Window
NCSL1	In accordance with Schedule 10 Change Control	Change Control / Governance	The Supplier shall ensure that it meets the requirements and timescales required by the Change Control Procedure.	100% of Change Requests are processed within agreed timescales, format, detail and governance, unless the blame for delays can be proven to lie with the Authority.	The Authority to measure on a Change by Change basis based upon agreed timescales, format, detail and governance.	The Authority to report to Supplier in monthly contract management meeting.
NCSL2	In accordance with Schedule 8 “Governance and Contract Management”	Management Information Reporting	The Supplier shall ensure that Management Information required under Schedule 8 “ Governance and Contract Management ” is delivered accurately and timely in accordance with Schedule 14 “ Management Systems and Reporting ”,	100% of Management Information reports including financial reports are delivered accurately and on time	The Supplier shall continuously monitor against the agreed standards	Monthly

NCSL ID Ref.	Service Package Ref	Service Description Area	Service Level description	Target Service Level metric	How Measured	Measurement Window
NCSL3	In accordance with Annex 7-7 of Schedule 7 “Service levels and Service Credits”	Incident Reporting	The Supplier shall report to the Authority with at least an initial report on the day in question – any critical Incident as set out in Annex 7-6 that comes to the Supplier’s attention, regardless of whose personnel (e.g. Supplier’s, Suppliers Subcontractors’, Courier’s, the Authority’s) are considered responsible.	100% Incident Reporting.	The Supplier shall continuously monitor against the agreed standards and report all incidents to the Post with immediate effect, sending an initial report to the Authority with 24 hours of the relevant Incident.	Monthly – for the period identified by the Post each month.
NCSL4	SP2	Information Services	Availability of information systems (including the “free to user” website described in SP1-02).	Information systems should have a 99.8% up time.	The Supplier shall monitor the availability of its information systems and immediately inform the Post when downtime occurs and shall report all downtime to the Post.	Monthly – for the period the relevant information system is to be available to the Visa Applicants and/or the Authority
NCSL5	SP5,6 and 9	Application processing	The time taken to complete the Visa Application process. The measurement time shall begin once the Visa Applicant has cleared security checks and ends when they leave the VAC.	97% of Visa Applicants who fully complete the Visa Application process shall be processed, on average, in less than 45 minutes.	For each Visa Applicant, the Supplier shall measure the period of time from when each Visa Applicant has passed through security checks and has completed his/her Visa Application Form to the time they leave the VAC.	Monthly - The specific start and end points of the process measured would depend on Supplier’s Solution.

NCSL ID Ref.	Service Package Ref	Service Description Area	Service Level description	Target Service Level metric	How Measured	Measurement Window
NCSL6	In accordance with Schedule 8 “Governance and Contract Management”	Commercial Performance	Contract Management Action Logs – Supplier to respond to the Authority request for information or for Supplier action, within timescales agreed between the Parties	Supplier to respond to the Authority’s request for information or for supplier action, within timescales agreed between the Parties on 100% of occasions.	For each Contract Management Action Log, the Supplier shall measure the period of time from the request and ensure that the response is delivered on time against the Action Log.	Monthly - The specific start and end points of the process measured would depend on the individual action log.
NCSL7	SP6	Biometric Collection Services	The Supplier shall not collect Biometrics from those Visa Applicants that are exempt or have a condition which permanently prevents them from providing Biometrics.	98% of the Visa Applicants who are exempt or have a condition which permanently prevents them from providing Biometrics data shall not be subjected to attempts to collect Biometrics.	Post to measure when assessing the Visa Applications.	Post to report to regional the Authority on a monthly basis.
NCSL8	SP7	Application Streaming Services	The Supplier shall correctly identify Visa Applicants against the qualifying criteria. Applications shall then be processed (including fee handling) and forwarded to the Post within agreed timescales according to the appropriate criteria and Visa Application type, e.g. standard application, Priority Visa (PV), Super Priority Visa (SPV)..	The Supplier shall correctly identify 100% of Visa Applicants against the qualifying criteria.	Post to measure when assessing the Visa Applications.	Post to report to the Authority on a monthly basis.

NCSL ID Ref.	Service Package Ref	Service Description Area	Service Level description	Target Service Level metric	How Measured	Measurement Window
NCSL9	SP6 and SP9	Connectivity (uptime) for the Biometric Collection Service interface and the Interview Facilitation Service interface	The Supplier shall monitor the availability of its connectivity and immediately inform the Post when downtime occurs and shall report all downtime to the Post	Connectivity (uptime) of supporting systems e.g. Suppliers download of Biometric Data Sets and Supplier facilitation of Visa Applicants interviews and interfaces shall be 99% of the working day.	The Supplier shall monitor the availability of its Biometric Collection interface and its Interview Facilitation Services interface and immediately inform the Post when downtime occurs and shall report all downtime to the Post.	Monthly – for the period identified by the Post each month.

ANNEX 7-3**RANDOM QUALITY AUDITS**

A random sample of Service Levels shall be checked for compliance against the following criteria:

- correct and accurate collection and collation of Service Credit data;
- correct and accurate calculation of Service Credits;
- correct and accurate reporting of repeat failures;
- correct fault diagnosis;
- correct documentation of the Authority details;
- Authority updates in accordance with problem management resolution procedures;
- correct problem escalation at appropriate intervals;
- correct problem resolution reporting to the Authority; and
- correct problem documentation followed.

ANNEX 7-4
SERVICE CREDITS – PERFORMANCE AND TIERS

Service Level	Service Level Target	Failure Types	Service Credit Allocation (First Time Failure)	Service Level Performance Table (Service Level Target per monthly Volume Band per VAC)					
				<500		501 - 3000		>3000	
				From	To	From	To	From	To
CSL2, CSL3, CSL5, CSL6, CSL7, CSL8	100%	Special	0	99.99%	99.35%	99.99%	99.38%	99.99%	99.41%
		Small	1	99.34%	98.91%	99.37%	98.96%	99.40%	99.01%
		Medium	2	98.90%	97.81%	98.95%	97.91%	99.00%	98.01%
		Large	4	97.80%	N/A	97.90%	N/A	98.00%	N/A
CSL1 and CSL4	99%	Special	0	98.99%	98.35%	98.99%	98.38%	98.99%	98.41%
		Small	1	98.34%	97.91%	98.37%	97.96%	98.40%	98.01%
		Medium	2	97.90%	96.81%	97.95%	96.91%	98.00%	97.01%
		Large	4	96.80%	N/A	96.90%	N/A	97.00%	N/A

ANNEX 7-5
VARIATION TO SERVICE LEVELS

The table below sets out any variation to Service Levels agreed by the Parties in accordance with the Change Control Procedure. The application of the variation set out in the table below is subject to any specific condition set out within this table.

CCN No.	Affected Region	Affected Country	Affected VAC	Details and Conditions of Variation

ANNEX 7-6 INCIDENT CATEGORY – CRITICAL INCIDENTS

The table below sets out all incident categories (for the avoidance of doubt, these incidents are classified as Critical) subject to non-critical service level 3.

Incident Category	Incident Description
Supplier Personnel (this includes subcontractor staff)	Any allegation or conviction for corruption or other criminal activity involving Supplier Personnel
	Any immigration status breach, whether alleged or proved, involving Supplier Personnel
	Suspension or the termination of employment of any Supplier Personnel as a result of allegations of dishonesty or serious misconduct.
	Suspension or the termination of employment of any Supplier Personnel as a result of inefficiency or negligence in carrying out their duties.
	Any allegations by Visa Applicants of abusive behaviour by Supplier Personnel, including harassment, whether of a threatening, demeaning, racist, sexist or sexual nature
Physical Security	Intruder / Burglary at the VAC, including attempted burglaries
	Physical assault on Supplier Personnel, VAC Customer or Authority Personnel
	Any threatening communication of a violent nature
	Failure of Security Equipment that cannot be resolved immediately and which will impact on security controls at the VAC.
	Failure by the Supplier to record Biometric enrolment events or failure of the Biometric recording equipment (CCTV)
	Any bomb alerts at the VAC or in the local vicinity
Data and IT Security	loss or theft of the Biometric Equipment

	Any loss or theft of Authority Data, including Biometric Data
	Loss or theft of applicants documents / data including losses during courier collection and delivery
	The Supplier shall report to the Authority – with at least an initial report on the day – any permanent or presumed temporary loss, theft or other unavailability (including delayed or misdirected courier consignment, or return/handover of documents to the wrong visa applicant or agent) of personal data, that comes to the Supplier's attention and regardless of whose personnel (eg Supplier's, Supplier sub-contractor's, Courier's, Authority's) are considered to be responsible.
	Damaged or opened tamper proof envelopes received from the Decision Making Centre via the courier.
	Any breach by Supplier Personnel of the Data Protection Act or equivalent local legislation
	Failure of CCTV or other security equipment
Service Disruption	A Force Majeure event – e.g. natural disaster, terrorist activity or any other event that prevents supplier from delivering the services at a specific location(s)
	Excessive staff absence due to unforeseen events which impacts on service provided, e.g. mass staff sickness,
	Failure of Supplier systems in excess of 1 hour, including its online payment portal used for receiving User Pays fees
	Failure of Biometric Enrolment System (not individual pieces of equipment, but the whole system)
	Reports from Visa Applicants or Supplier Personnel that a Service hosted in the Central Infrastructure is hard down preventing an applicant applying for a Visa or disrupting messaging between interconnecting IT systems.
	Damage to the VAC or service disruptions that fall short of being a Force Majeure Event
	Delivery or collection problems with Couriers that have the potential to delay the

	delivery of collection of Visa Application Supporting Documents
Customer Service and Complaints	Significant issues with VAC facilities, e.g. loss of water, heating or power or damage to the interior of the VAC.
	Notification of any legal action or other claim for damages lodged by a Visa Applicant against the Supplier
	Claims from Applicants that documents are missing or that they have been given the wrong documents when collecting their visa decision envelope.
General Incidents	Visits to the VAC by local authority, the police or other government officials
	Incidents of Civil Disruption in the local area of the VAC