# TCN SCHEDULE 2.2


# PERFORMANCE LEVELS

**Performance Levels**

1    DEFINITIONS

In this Schedule, the following definitions shall apply:

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| **"Available"** | has the meaning given in KPI2 of Annex 1; |
| **"Booking Service"** | the service provided by the Authority to End Users enabling the booking of Theory Test appointments; |
| **"Contract Management Meeting"** | the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Agreement, as further described in Paragraph 1.5 of Part B; |
| **"End User"** | any person authorised by the Authority to use the IT Environment and/or the Services, including a Candidate; |
| **"Help Desk"** | the single point of contact help desk set up and operated by the Supplier for the purposes of this Agreement; |
| **"Non-Available"** | in relation to the Scheduling Service, that the Scheduling Service is not Available; |
| **"Operational Hours"** | in relation to a Test Centre, the hours for which that Test Centre is scheduled to be open, as agreed in the opening time schedule as set out in Schedule 2.1 (*Services Description*); |
| **"Performance Monitoring Report"** | has the meaning given in Paragraph 1.1(a) of Part B; |
| **"Preferred Date"** | the date a Candidate provides at the time of booking that is their preferred date to take their Theory Test; |
| **"Preferred Test Centre"** | the Test Centre first chosen by a Candidate at the time of booking; |
| **"Repeat KPI Failure"** | has the meaning given in Paragraph 3.1 of Part A; |
| **"Satisfaction Survey"** | has the meaning given in paragraph 4.1 of Part B; |

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| **"Scheduling Service"** | the service provided by the Supplier to support the Booking Service by providing appointment availability, reserving appointments and booking appointments as set out in Schedule 2.1 (*Services Description*); |
| **"Scheduling Service Availability"** | has the meaning given in KPI2 of Annex 1; |
| **"Service Downtime"** | any period of time during which any of the Scheduling Service is not Available; |
| **"System Response Time"** | has the meaning given in PI3 of Part II of Annex 1; |
| **"Service Incident"** | a reported occurrence of a failure to deliver any part of the Services in accordance with the Authority Requirements or the Performance Indicators; |
| **"Severity 1 Service Incident"** | a Service Incident which, in the reasonable opinion of the Authority: |

> (a) constitutes a loss of a part of the Services which prevents a large group of Candidates from taking their Theory Test;
> (b) has a critical impact on the activities of the Authority;
> (c) causes significant financial loss and/or disruption to the Authority; or
> (d) results in any material loss or corruption of Authority Data;
>
> Non-exhaustive examples:
>
> - the Scheduling Service being Non-Available; or
> - a single issue causing the closure of more than one Test Centre during Operational Hours.

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| **"Severity 2 Service Incident"** | a Service Incident which, in the reasonable opinion of the Authority has the potential to: |

> (a) have a major (but not critical) adverse impact on the activities of the Authority

and no workaround acceptable to the Authority is available; or

(b) cause a financial loss and/or disruption to the Authority which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Service Failure;

Non-exhaustive examples:

- an issue causing the closure of a single Test Centre; or
- an issue with the result printing equipment at a Test Centre.

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| **"Severity 3 Service Incident"** | a Service Incident which, in the reasonable opinion of the Authority has the potential to: |

(a) have a major adverse impact on the activities of the Authority which can be reduced to a moderate adverse impact due to the availability of a workaround acceptable to the Authority; or

(b) have a moderate adverse impact on the activities of the Authority;

Non-exhaustive example:

- non-availability of a workstation at a Test Centre; or
- incorrect scheduling information for one Test Centre through the Scheduling Service.

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| **"Severity 4 Service Incident"** | a Service Incident which, in the reasonable opinion of the Authority has the potential to have a minor adverse impact on the provision of the Services to Candidates |

Non-exhaustive example:

- an issue impacting the delivery of 1 Home Test.

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| **"Severity 5 Service Incident"** | a Service Incident comprising a flaw which is cosmetic and, as such, does not undermine the Candidate's confidence in the information being displayed; |

Non-exhaustive examples:

- spelling error; or

- misalignment of data on screen display.

<div align="center">**PART A: PERFORMANCE INDICATORS AND SERVICE CREDITS**</div>

## 1 PERFORMANCE INDICATORS

1.1 Annex 1 sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.

1.2 The Supplier shall monitor its performance against each Performance Indicator, using data provided by the Authority where specified in Annex 1 as required, and shall send the Authority a report detailing the level of performance actually achieved in accordance with Part B.

1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 5.

## 2 SERVICE POINTS

2.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.

2.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.

2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Annex 1 either on a per incident basis or depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to achieve the KPI Service Threshold, as indicated in Annex 1, unless the KPI Failure is a Repeat KPI Failure, when the provisions of Paragraph 3.2 shall apply.

## 3 REPEAT KPI FAILURES

**Repeat KPI Failures**

3.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a **"Repeat KPI Failure"**.

3.2 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

**SP = P x 2**
where:

**SP =** the number of Service Points that shall accrue for the Repeat KPI Failure; and

**P =** the applicable number of Service Points for that KPI Failure as set out in Annex 1 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

*Worked example based on the following Service Points regime for Scheduling Service Availability:*

| Service Availability Severity Levels | Service Points |
| --- | --- |
| Target Performance Level: 99.9% | 0 |
| Minor KPI Failure:   99.89% - 99.80% | 2 |
| Serious KPI Failure: 99.79% - 99.50% | 3 |
| Severe KPI Failure:  99.49% - 99.0% | 5 |
| KPI Service Threshold:   below 99% | 8 |

<u>*Example 1*</u>:

*If the Supplier achieves Scheduling Service Availability of 99.85% in a given Measurement Period, it will incur a Minor KPI Failure for Scheduling Service Availability in that Measurement Period and accordingly accrue 2 Service Points. If, in the next Measurement Period, it achieves Scheduling Service Availability of 99.3%, it will incur a Severe KPI Failure and accordingly accrue 5 Service Points, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 10 Service Points for the failure (i.e. SP = 5 x 2). If in the next Measurement Period it achieves Scheduling Service Availability of 99.3%, the Supplier will again incur 10 Service Points.*

<u>*Example 2*</u>:

*If the Supplier achieves Scheduling Service Availability of 99.3% in a given Measurement Period, it will incur a Severe KPI Failure for Scheduling Service Availability in that Measurement Period and accordingly accrue 5 Service Points. If, in the next Measurement Period, it achieves Scheduling Service Availability of 99.85%, it will incur a Minor KPI Failure and accordingly accrue 2 Service Point, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 4 Service Points for the failure (i.e. SP = 2 x 2). If in the next Measurement Period it achieves Scheduling Service Availability of 99.3%, the Supplier will incur 10 Service Points.*

3.3    For KPI4 and KPI5, Repeat KPI Failures shall be evaluated at the level of the Test Centre. For example, if Test Centre A fails in a given Measurement Period it will incur a KPI Failure in that Measurement Period and accordingly accrue 1 Service Point. If, in the next Measurement Period, Test Centre A fails again, it will incur a KPI Failure, but as the failure is a Repeat Failure, the Service Point amount is doubled and so the Supplier will incur 2 Service Points

## 4    PERMITTED MAINTENANCE

4.1    The Supplier shall be allowed to book a maximum of 6 hours Service Downtime for Permitted Maintenance to the Scheduling Service in any one Service Period which shall take place between the hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Authority.

## 5    SERVICE CREDITS

5.1    Schedule 7.1 (*Charges and Invoicing*) sets out the mechanism by which Service Points shall be converted into Service Credits.

5.2    The Authority shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

## 6    PROMOTION OF SUBSIDIARY PERFORMANCE INDICATORS

6.1    The Authority has the right to promote a Subsidiary Performance Indicator to a Key Performance Indicator where there are persistent PI Failures against a Subsidiary Performance Indicator. In the event that the Authority wishes to promote a Subsidiary Performance Indicator to a Key Performance Indicator, the KPI Failure levels and associated Service Points shall be agreed with the Supplier through the Change Control Procedure.

6.2    The Authority may promote PI1 to a Key Performance Indicator once there is sufficient data on the preferences of Candidates to identify appropriate KPI Failure levels and associated Service Points. This will be agreed with the Supplier through the Change Control Procedure.

**PART B: PERFORMANCE MONITORING**

**1      PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

1.1     Within five (5) Working Days of the end of each Service Period, the Supplier shall provide:

(a)     a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.2 (the "**Performance Monitoring Report**"); and

(b)     a report to the Authority's senior responsible officer which summarises the Supplier's performance over the relevant Service Period as more particularly described in Paragraph 1.3 (the "**Balanced Scorecard Report**").

**Performance Monitoring Report**

1.2     The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

**Information in respect of the Service Period just ended**

(a)     for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous 3 Measurement Periods;

(b)     a summary of all Performance Failures that occurred during the Service Period;

(c)     the severity level of each KPI Failure which occurred during the Service Period and whether each PI Failure which occurred during the Service Period fell below the PI Service Threshold;

(d)     which Performance Failures remain outstanding and progress in resolving them;

(e)     for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or PI Failure and the action being taken to reduce the likelihood of recurrence;

(f)     the status of any outstanding Rectification Plan processes, including:

(i)      whether or not a Rectification Plan has been agreed; and

(ii)     where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;

(g)     for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;

(h)     the number of Service Points awarded in respect of each KPI Failure;

(i)     the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;

(j)     the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Service Continuity Plan;

(k)     relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;

(l)     such other details as the Authority may reasonably require from time to time; and

**Information in respect of previous Service Periods**
(m)     a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;

(n)     the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods;

(o)     the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan; and

**Information in respect of the next Quarter**
(p)     any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter.

**Balanced Scorecard Report**
1.3     The Balanced Scorecard Report shall be presented in the form of a dashboard and, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant Service Period, including details of the following:

(a)     financial indicators;

(b)     the Target Performance Levels achieved;

(c)     behavioural indicators;

(d)     performance against its obligation to pay its Sub-contractors within 30 days of receipt of an undisputed invoice;

(e)     Milestone trend chart, showing performance of the overall programme; and

(f)     sustainability and energy efficiency indicators, for example energy consumption and recycling performance.

1.4    The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed and their contents agreed by the Parties at the next Contract Management Meeting held in accordance with Paragraph 1.5.

1.5    The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports and the Balanced Scorecard Reports. The Contract Management Meetings shall (unless otherwise agreed):

(a)     take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;

(b)     take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and

(c)     be attended by the Supplier Representative and the Authority Representative.

1.6    The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure and/or PI Failure.

## 2      PERFORMANCE RECORDS

2.1    The Supplier shall keep appropriate documents and records (including Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered.  Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.

2.2    In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Credits for any specified period.

2.3 The Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

**3 PERFORMANCE VERIFICATION**

3.1 The Authority reserves the right to verify the Supplier's performance under this Agreement against the Performance Indicators including by sending test transactions through the IT Environment or otherwise.

**4 SATISFACTION SURVEYS**

4.1 In order to assess the level of performance of the overall Theory Test Service, the Authority will undertake two satisfaction surveys in respect of End Users or various groups of End Users (each such survey a "**Satisfaction Survey**"), one at the end of the online booking journey through the Booking Service and the other after the Theory Test has been completed though the Test Engine. The subject matter of Satisfaction Surveys may include:

(a) the assessment of the Supplier's performance by the End Users against the agreed Key Performance Indicators and Subsidiary Performance Indicators; and/or

(b) other suggestions for improvements to the Services.

4.2 The Authority shall reflect in the Balanced Scorecard Report any aspects of the Supplier's performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Services Description.

**ANNEX 1: KEY PERFORMANCE INDICATORS AND SUBSIDIARY PERFORMANCE INDICATORS**

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services are set out below:

**1    Key Performance Indicators**

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 1 | User Satisfaction: 95% of Candidates are "satisfied" or better with their Test Centre experience, within the Service Period. | A part of the Satisfaction Survey will be a question on the Candidate's experience of the Test Centre, the results of which will be made available to the Supplier.<br><br>The Authority shall ensure that the question on the Candidate's experience of the Test Centre specifies that the scope of the question is the Test Centre staff, equipment and premises.<br><br>"User Satisfaction" shall be measured as a percentage in accordance with the following formula, rounded to one decimal place: | Target Performance Level | 95% | 0 |
| | | | Minor KPI Failure | 94.9% - 92.5% | 1 |
| | | | Serious KPI Failure | 92.4% - 90% | 2 |
| | | | Severe KPI Failure | 89.9% - 85% | 3 |
| | | | KPI Service Threshold | Below 85% | 5 |
| **Reporting and measurement** | | | **Inclusions and exclusions** | | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Authority | | $$\text{User Satisfaction \%} = \frac{Total\ Satisfied}{Total\ tested} \times 100$$<br><br>where:<br><br>Total Satisfied = the total number of Candidates tested at Test Centres within the Test Centre Network who rated their Test Centre experience as "satisfactory" or better, within the relevant Service Period; and<br><br>Total Tested =    the total number of Candidates tested at Test Centres within the Test Centre Network who completed the question on the Satisfaction Survey relating to | | | |

|  | Test Centre experience, within the relevant Service Period. |  |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 2 | Scheduling Service Availability: The Scheduling Service shall be Available 99.9% of the total time in a Service Period. | The Scheduling Service shall be Available when:<br><br>a) the Booking Service is able to access and utilise all the functions of the Scheduling Service (as measured on a 24 x 7 basis);<br><br>b) the Scheduling Service is able to process the Authority Data and to provide any data back to the Authority within the timescales set out in Schedule 2.1 (*Services Description*) (as measured on a 24 x 7 basis); and | Target Performance Level | 99.9% | 0 |
| | | | Minor KPI Failure | 99.89% – 99.80% | 2 |
| | | | Serious KPI Failure | 99.79% - 99.50% | 3 |
| | | | Severe KPI Failure | 99.49% - 99.0% | 5 |
| | | | KPI Service Threshold | Below 99% | 8 |
| **Reporting and measurement** | | c) Subsidiary Performance Indicator PI3 is above the PI Service Threshold. | **Inclusions and exclusions** | | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Supplier | | "Scheduling Service Availability" shall be measured as a percentage of the total time in a Service Period, in accordance with the following formula, rounded to two decimal places:<br><br>$$\text{Scheduling Service Availability \%} = \left(\frac{(MP-SD)}{MP}\right) \times 100$$<br><br>where:<br><br>MP =   total number of minutes, excluding Permitted Maintenance, within the relevant Service Period; and<br><br>SD =   total number of minutes of Service Downtime, excluding Permitted Maintenance, in the relevant Service Period. | **Service Downtime includes:**<br>• Service Downtime due to Emergency Maintenance; and<br>• where maintenance undertaken by the Supplier exceeds the Permitted Maintenance hours set out in Paragraph 4 of Part A.<br>**Service Downtime excludes:**<br>• Service Downtime due to Permitted Maintenance carried out by the Supplier in accordance with Clause 9.4.  This time shall be subtracted from the total number of hours in the relevant Service Period; and<br>• where the Booking Service is unable to access and | | |

| | | utilise all functions of the Scheduling Service due to issues with the Booking Service or Authority connectivity. |
|---|---|---|

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 3 | Regional Wait Time: 95% of Candidates shall be offered an appointment for a Theory Test within 28 calendar days of booking, at their Preferred Test Centre, within the Test Centre Network, within the Service Period. | When a Candidate is making a booking, online through the Booking Service, by telephone or post:<br><br>(a) a Candidate will be asked for their Preferred Test Centre to take their Theory Test. Preferred Test Centre shall be captured by the Authority;<br><br>(b) the availability of Theory Test appointments, at the Preferred Test Centre shall then be checked using the Supplier's Scheduling Service. | Target Performance Level | 95% | 0 |
| | | | Minor KPI Failure | 94.9% - 94% | 3 |
| | | | Serious KPI Failure | 93.9% - 93% | 5 |
| | | | Severe KPI Failure | 92.9% - 90% | 8 |
| | | | KPI Service Threshold | Below 90% | 13 |
| **Reporting and measurement** | | | **Inclusions and exclusions** | | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Authority | | Subsequent changes by the Candidate to their Preferred Test Centre shall not be considered when measuring "Regional Wait Time". Only the first Preferred Test Centre captured shall be considered.<br><br>Preferred Date shall also be captured by the Authority on the Booking Service but shall not be used in calculating this KPI.<br><br>"Regional Wait Time" shall be measured as a percentage in accordance with the following formula, rounded to one decimal place:<br><br>$$\text{Regional Wait Time \%} = \frac{Total\ WT28}{Total\ B} \times 100$$<br><br>where: | **Bookings include:**<br>• all new bookings; and<br>• all complete and valid applications made online, via telephone or post.<br>**Bookings exclude:**<br>• bookings with Non-Standard Accommodations; and<br>• bookings made by Trainer Bookers where they are booking for more than one Candidate. | | |

Total WT28 = total number of completed Candidate bookings where a Theory Test appointment is available at the Candidate's Preferred Test Centre within 28 calendar days (excluding national and any Local Bank Holidays) of the date of the booking, within the Test Centre Network region, within the relevant Service Period; and

Total B = total number of completed Candidate bookings within the Test Centre Network region, within the relevant Service Period.

If the Candidate is booking online, then Preferred Test Centre shall be the first Preferred Test Centre captured in a session that results in a completed booking. For example, if a Candidate booking their Theory Test online:

(a) is booking a Theory Test on 1st March at Test Centre A;

(b) when the Scheduling Service is called for available Theory Test appointments, there is at least one available appointment between 2nd March and 29th March at Test Centre A (assuming there are no national or Local Bank Holidays between 2nd and 29th March);

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|---|---|---|
| | (c)     the Candidate completes their booking, regardless of whether the Candidate books an appointment within these dates at Test Centre A or for another date or Test Centre<br><br>then the criteria for "Total WT28" is met for that Candidate. | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 4 | Test Centre Wait Time: All Test Centres meet the requirement that 98% of Candidates shall be offered an appointment for a Theory Test within 42 calendar days either side of their Preferred Date, at their Preferred Test Centre, within the Service Period. | When a Candidate is making a booking, online through the Booking Service, by telephone or post:<br><br>(a) a Candidate will be asked for their Preferred Date and Preferred Test Centre to take their Theory Test. Preferred Date and Preferred Test Centre shall be captured by the Authority;<br><br>(b) the availability of Theory Test appointments, at the Preferred Test Centre shall then be checked using the Supplier's Scheduling Service.<br><br>Subsequent changes by the Candidate to their Preferred Date or Preferred Test Centre shall not be considered when measuring "Test Centre Wait Time". Only the first Preferred Date and Preferred Test Centre captured shall be considered.<br><br>"Test Centre Wait Time" shall be measured as the number of Test Centres that do not meet the requirement that 98% of Candidates are offered a Theory Test appointment within 42 calendar days either side of their Preferred Date at their Preferred Test Centre, as calculated by "Individual Test Centre Wait Time". | Target Performance Level | 0 Test Centres failing to meet the requirement | 0 |
| | | | Minor KPI Failure | 1 – 3 Test Centres failing to meet the requirement | 1 Per Test Centre failing to meet the requirement |
| | | | Serious KPI Failure | 4 Test Centres failing to meet the requirement | |
| | | | Severe KPI Failure | 5 Test Centres failing to meet the requirement | |
| | | | KPI Service Threshold | 6 or more Test Centres failing to meet the requirement | |
| | **Reporting and measurement** | | **Inclusions and exclusions** | | |

| | | |
|---|---|---|
| **Frequency of measurement:** <br> Monthly <br><br> **Data provided by:** <br> The Authority | For each Test Centre, the "Individual Test Centre Wait Time" shall be measured as a percentage in accordance with the following formula: <br><br> Individual Test Centre Wait Time % = $\frac{Total\ TCPD}{Total\ TCB} \times 100$ <br><br> where: <br><br> Total TCPD = total number of completed Candidate bookings where a Theory Test appointment is available within 42 calendar days (excluding national and any Local Bank Holidays) either side of their Preferred Date, at their Preferred Test Centre, by Test Centre, within the relevant Service Period; and <br><br> Total TCB = total number of Candidate bookings at that Test Centre, within the relevant Service Period. <br><br> For example, if a Candidate booking their Theory Test: <br><br>     (a)     states that their Preferred Date is 15<sup>th</sup> March at Test Centre A; | **Bookings include:** <br> • all new bookings; and <br> • all complete and valid applications made online, via telephone or post. <br> **Bookings exclude:** <br> • bookings with Non-Standard Accommodations; and <br> • bookings made by Trainer Bookers where they are booking for more than one candidate. |

|  | (b) when the Scheduling Service is called for available Theory Test appointments, there is at least one available appointment between 1st February and 25th April at Test Centre A (assuming there are no national or Local Bank Holidays between 1st February and 25th April);<br><br>(c) the Candidate completes their booking, regardless of whether the Candidate books an appointment within these dates at Test Centre A or for another date or Test Centre<br><br>then the criteria for "Total TCPD" is met for that Candidate.<br><br>If no Preferred Date is captured, then it shall be assumed that the Preferred Date is the date of the booking + 14 calendar days, excluding national and any Local Bank Holidays.<br><br>For example, if a postal application is received without a Preferred Date that is being processed by the Authority on 1st March, Preferred Date would be in 14 calendar days' time.<br><br>Repeat KPI Failures shall be evaluated at the level of the Test Centre, as set out in Paragraph 3.3 of Part A. |  |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 5 | Test Centre Minimum Opening Compliance: All Test Centres meet their requirement for minimum opening, within the Service Period. | "Test Centre Minimum Opening Compliance" shall be measured as the number of Test Centres within the Test Centre Network that do not comply with their minimum opening requirement, within the relevant Service Period.<br><br>Minimum opening requirements are on a per Test Centre basis as agreed in accordance with paragraph 4.3 of Schedule 2.1 (*Service Description*).<br><br>Examples of failure to meet the minimum opening requirement include:<br><br>(a)    insufficient Weekday, Evening and Saturday testing Sessions to meet the requirement being made available for booking; or<br><br>(b)    a Session was cancelled by the Supplier without the prior agreement of the Authority.<br><br>Repeat KPI Failures shall be evaluated at the level of the Test Centre, as set out in Paragraph 3.3 of Part A. | Target Performance Level | 0 Test Centres failing to meet the requirement | 0 |
| | | | Minor KPI Failure | 1 – 3 Test Centres failing to meet the requirement | 1 Per Test Centre failing to meet the requirement |
| | | | Serious KPI Failure | 4 Test Centres failing to meet the requirement | |
| | | | Severe KPI Failure | 5 Test Centres failing to meet the requirement | |
| | | | KPI Service Threshold | 6 or more Test Centres failing to meet the requirement | |
| **Reporting and measurement** | | | **Inclusions and exclusions** | | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Supplier | | | **Excludes:**<br>• where the cancellation of a Session required to meet minimum opening compliance has been | | |

| | | agreed by the Authority in writing; and |
| --- | --- | --- |
| | | • where agreed otherwise with the Authority in writing. |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 6 | Non-Standard Accommodation Wait Time: 95% of Candidates making Theory Test bookings with Non-Standard Accommodations shall be offered an appointment within 28 days either side of their Preferred Date, at their Preferred Test Centre, within the Test Centre Network, within the Service Period. | When a Candidate is making a booking, online through the Booking Service, by telephone or post: <br><br> (a) a Candidate will be asked for their Preferred Date and Preferred Test Centre to take their Theory Test. Preferred Date and Preferred Test Centre shall be captured by the Authority; <br><br> (b) the availability of Theory Test appointments, at the Preferred Test Centre shall then be checked using the Supplier's Scheduling Service. | Target Performance Level | 95% | 0 |
| | | | Minor KPI Failure | 94.9% - 94% | 2 |
| | | | Serious KPI Failure | 93.9% - 93% | 3 |
| | | | Severe KPI Failure | 92.9% - 90% | 5 |
| | | | KPI Service Threshold | Below 90% | 8 |

| **Reporting and measurement** | Subsequent changes by the Candidate to their Preferred Date or Preferred Test Centre shall not be considered when measuring "Non-Standard Accommodation Wait Time". Only the first Preferred Date and Preferred Test Centre captured shall be considered. | **Inclusions and exclusions** |
|---|---|---|
| **Frequency of measurement:** Monthly <br><br> **Data provided by:** The Authority | "Non-Standard Accommodation Wait Time" shall be measured as a percentage in accordance with the following formula, rounded to one decimal place: <br><br> Non-Standard Accommodation Wait Time % = <br><br> $$\frac{Total\ NSPD}{Total\ NSB} \times 100$$ <br><br> where: | **Bookings include:** <br> • all new bookings; and <br> • all complete and valid applications made online, via telephone or post. <br><br> **Bookings exclude:** <br> • bookings with standard accommodations; and <br> • bookings made by Trainer Bookers. |

| | | |
|---|---|---|
| | Total NSPD = total number of completed Candidate bookings with a Non-Standard Accommodation where a Theory Test appointment is available within 28 calendar days (excluding national and any Local Bank Holidays) either side of their Preferred Date, at their Preferred Test Centre, within the Test Centre Network region, within the relevant Service Period; and<br><br>Total NSB = total number of Candidate bookings with a Non-Standard Accommodation within the Test Centre Network region, within the relevant Service Period.<br><br>For example, if a Candidate booking their Theory Test with Non-Standard Accommodations,<br><br>(d)    states that their Preferred Date is 1st March at Test Centre A;<br><br>(e)    when the Scheduling Service is called for available Theory Test appointments, there is at least one available appointment between 1st February and 28th March at Test Centre A (assuming there are no national or Local Bank Holidays between 1st February and 25th April);<br><br>(f)    the Candidate completes their booking, regardless of whether the Candidate books an appointment within these dates at Test Centre A or for another date or Test Centre | |

| | | |
|---|---|---|
| | then the criteria for "Total NSPD" is met for that Candidate.<br><br>The Candidate's Preferred Date:<br><br>- shall be captured by the Authority from the Candidate when the Authority has approved the Non-Standard Accommodation; and<br><br>- cannot be within 5 clear Working Days to enable the Supplier to respond to the request.<br><br>If no Preferred Date is captured, then it shall be assumed that the Preferred Date is the date of the booking + 14 calendar days.<br><br>For example, if a postal application is received without a Preferred Date that is being processed by the Authority on 1st March, Preferred Date would be in 14 calendar days time. | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 7 | Cancellations and rescheduling: Less than 0.5% of Theory Test appointments to be cancelled or rescheduled by the Supplier during the Service Period. | "Cancellations and Rescheduling" shall be measured as a percentage in accordance with the following formula, rounded to one decimal place: $$\text{Cancellations and Rescheduling \%} = \frac{Total\ CR}{Total\ B} \times 100$$ where: Total CR = total number of Theory Test appointments cancelled or rescheduled by the Supplier where the original appointment date was within the relevant Service Period; and | Target Performance Level | 0.5% or less | 0 |
| | | | Minor KPI Failure | 0.6% -1% | 2 |
| | | | Serious KPI Failure | 1.1% - 1.5% | 3 |
| | | | Severe KPI Failure | 1.6% -2% | 5 |
| | | | KPI Service Threshold | More than 2% | 8 |
| **Reporting and measurement** | | | **Inclusions and exclusions** | | |
| **Frequency of measurement:** Monthly  **Data provided by:** The Authority | | Total B = total number of Theory Test appointments at the Test Centre Network within the relevant Service Period.  Where an appointment is cancelled or rescheduled by the Supplier within one Service Period, but the original appointment date is in a later Service Period, this cancellation or rescheduling shall be included in the later Service Period. | **Cancellations and Rescheduling includes:** • where the appointment is cancelled or rescheduled on the same day as well as this being included in KPI 8; and • where the appointment was relocated by the Supplier.  **Cancellations and Rescheduling excludes:** • cancellation or rescheduling by the Candidate. | | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 8 | Same Day Cancellations and Rescheduling: Less than 0.25% of Theory Test appointments to be cancelled or rescheduled by the Supplier on the same day as the appointment, within the Service Period. | Same Day Cancellations and Rescheduling shall be measured as a percentage in accordance with the following formula, rounded to two decimal places: Same Day Cancellations and Rescheduling % = $$\frac{Total\ SDCR}{Total\ B} \times 100$$ where: Total SDCR = total number of Theory Test appointments cancelled or rescheduled by the Supplier, on the same day as the appointment, within the relevant Service Period; and Total B = total number of Theory Test appointments at the Test Centre Network within the relevant Service Period. | Target Performance Level | 0.25% or less | 0 |
| | | | Minor KPI Failure | 0.26% - 0.5% | 3 |
| | | | Serious KPI Failure | 0.51% - 0.75% | 5 |
| | | | Severe KPI Failure | 0.76% - 1% | 8 |
| | | | KPI Service Threshold | More than 1 % | 13 |
| **Reporting and measurement** | | | **Inclusions and exclusions** | | |
| **Frequency of measurement:** Monthly  **Data provided by:** The Authority | | | **Cancellations and Rescheduling includes:** • where the appointment was relocated by the Supplier.  **Cancellations and Rescheduling excludes:** • cancellations or rescheduling by the Candidate. | | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|----|-------------------------------|------------|------|------|----------------|
| 9 | Home and Offline Testing Results Return: 98% of results from Home or Offline Tests will be returned to the Authority by 8am the next Working Day, within the Service Period. | "Home and Offline Testing Results Return" shall be measured as a percentage in accordance with the following formula, rounded to one decimal place: Home and Offline Testing Results Return % = $$\left(\frac{Total\ HOT8}{Total\ HOT}\right) \times 100$$ where: Total HOT8 = total number of Home and Offline Tests within the Test Centre Network where the result was provided back to the Authority by 8am the following Working Day, within the relevant Service Period; Total HOT = total number of Home and Offline Tests within the Test Centre Network, within the relevant Service Period. | Target Performance Level | 98% | 0 |
| | | | Minor KPI Failure | 97.9% - 96.0% | 1 |
| | | | Serious KPI Failure | 95.9% - 93.0% | 2 |
| | | | Severe KPI Failure | 92.9% - 90% | 3 |
| | | | KPI Service Threshold | Below 90% | 5 |
| **Reporting and measurement** | | | **Inclusions and exclusions** | | |
| **Frequency of measurement:** Monthly **Data provided by:** The Authority | | | **Results returned exclude:** <br> • results delayed due to issues with the Test Engine. | | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 10 | Incident Notification Time – Severity 1 and 2: All notifications for Severity 1 and Severity 2 Service Incidents are within 30 minutes of identification, within the Service Period. | The "Incident Notification Time" is the time taken to inform the Authority of a Service Incident or potential Service Incident. For a Severity 1 or Severity 2 Service Incident or potential Severity 1 or Severity 2 Service Incident, this is the time from the Service Incident occurring and shall be measured 24 x 7. | Target Performance Level | 0 Service Incidents notified outside the required time frame | 0 |
| | | A potential Service Incident, for example, could be where there is a failure to deliver a part of the Theory Test Service but it is unclear whether the failure is a Service Incident or a failure of another FTTS Supplier or the Authority or where the severity of the Service Incident is unclear. | Minor KPI Failure | 1 Service Incident notified outside the required time frame | 2 per Service Incident notified outside the required time frame |
| | | "Incident Notification Time – Severity 1 and 2" shall be measured as the number of Severity 1 or Severity 2 Service Incidents or potential Severity 1 or Severity 2 Service Incidents where the "Incident Notification Time" is not in line with the timeframes set out within this KPI10. | Severe KPI Failure | 2 Service Incidents notified outside the required time frame | |
| | | For the "Incident Notification Time" for a Severity 1 or Severity 2 Service Incident, the Supplier shall inform the Authority of a Service Incident or potential Service Incident within 30 minutes of the Incident being identified. | KPI Service Threshold | 3 or more Service Incidents notified outside the required time frame | |

| Reporting and measurement | | Inclusions and exclusions | |
|---|---|---|---|
| **Frequency of measurement:** Monthly | | **Incidents include:** | |
| **Data provided by:** The Authority | | • where the Authority has alerted the Supplier to a potential Service Incident. | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 11 | Fix Time – Severity 1: All Severity 1 Service Incidents are fixed within 2 hours, within the Service Period. | The "Fix Time" of a Service Incident is the period from the time that the Service Incident occurs to the point of its Resolution where "Resolution" means in relation to a Service Incident either:<br><br>• the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and the Target Performance Levels; or<br><br>• the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority.<br><br>Fix Times for Severity 1 Service Incidents shall be measured 24x7.<br><br>The Supplier shall measure Fix Times as part of its service management responsibilities and report to the Authority on Fix Times as part of the Performance Monitoring Report.<br><br>Fix Times shall exclude time where the Supplier is waiting on the Authority, for example for information or approval, before the Supplier can progress with the Resolution.<br><br>"Fix Time – Severity 1" shall be measured per Severity 1 Service Incident, in the relevant Service Period. Service Points are calculated per Severity 1 Service Incident where the Target Performance Level is not met, with the Service Points for each being added together to determine the total number of Service Points. | Target Performance Level | 2 hrs or less | 0 |
| | | | Minor KPI Failure | More than 2hrs up to 2 ½ hours | 2 per Service Incident at this level |
| | | | Serious KPI Failure | More than 2½ hours up to 3 hours | 3 per Service Incident at this level |
| | | | Severe KPI Failure | More than 3 hours up to 4 hours | 5 per Service Incident at this level |
| | | | KPI Service Threshold | More than 4 hours | 8 per Service Incident at this level |

| **Reporting and measurement** | | **Inclusions and exclusions** |
|---|---|---|
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Authority | | **Severity 1 includes:**<br>• where impacted Test Centre(s) have been given permission in writing by the Authority to continue testing despite issues with equipment. |

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|---|---|
| For example, if there are two Severity 1 Service Incidents within a Service Period and one was fixed at 2 ¾ hours, accruing 3 Service Points, and another at 3 ¼ hours, accruing 5 Service Points, the Supplier would accrue 8 Service Points for the Service Period (i.e. 3+5=8SP). | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|----|-------------------------------|------------|-----------------|--|----------------|
| 12 | Fix Time – Severity 2: All Severity 2 Service Incidents are fixed within 6 hours, within the Service Period. | The "Fix Time" of a Service Incident is the period from the time that the Service Incident occurs to the point of its Resolution where "Resolution" means in relation to a Service Incident either:<br><br>• the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and the Target Performance Levels; or<br><br>• the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority.<br><br>Fix Times for Severity 2 Service Incidents shall be measured 24x7, except for where the Service Incident relates to a Test Centre and the 6 hours ends outside of its Operational Hours, in which case the Service Incident shall be fixed by the start of the next scheduled testing day for that Test Centre.<br><br>The Supplier shall measure Fix Times as part of its service management responsibilities and report to the Authority on Fix Times as part of the Performance Monitoring Report.<br><br>Fix Times shall exclude time where the Supplier is waiting on the Authority, for example for information or approval, before the Supplier can progress with the Resolution. | Target Performance Level | 6 hours or less | 0 |
| | | | Minor KPI Failure | More than 6 hours up to 8 hours | 2 per Service Incident at this level |
| | | | Serious KPI Failure | More than 8 hours up to10 hours | 3 per Service Incident at this level |
| | | | Severe KPI Failure | More than 10 hours up to 12 hours | 5 per Service Incident at this level |
| | | | KPI Service Threshold | More than 12 hours | 8 per Service Incident at this level |
| **Reporting and measurement** | | | **Inclusions and exclusions** | | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Authority | | | **Severity 2 includes:**<br>• where impacted Test Centre(s) have been given permission in writing by the Authority to continue testing despite issues with equipment. | | |

| | | |
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| | "Fix Time – Severity 2" shall be measured per Severity 2 Service Incident, in the relevant Service Period. Service Points are calculated per Severity 2 Service Incident where the Target Performance Level is not met, with the Service Points for each KPI failure being added together to determine the total number of Service Points.<br><br>For example, if there are two Severity 2 Service Incidents within a Service Period and one was fixed at 7 ¾ hours, accruing 2 Service Points, and another at 9 hours, accruing 3 Service Points, the Supplier would accrue 5 Service Points for the Service Period (i.e. 2+3=5SP). | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 13 | Fraud Incident Communication Times: All communications for Fraud Incidents are within 2 hours, within the Service Period. | The "Fraud Incident Notification Time" is the time taken to inform the Authority of a potential Fraud Incident. This is the time from the potential Fraud Incident occurring and shall be measured 24 x 7.  The Supplier shall inform the Authority of a potential Fraud Incident within 2 hours of the potential Fraud Incident occurring.<br><br> "Fraud Incident Communication Times" shall be measured as the number of potential Fraud Incidents where the "Fraud Incident Notification Time" is not in line with the timeframes set out in this KPI13, within the relevant Service Period. | Target Performance Level | 0 Fraud Incidents communicated outside the required time frame | 0 |
| | | | Minor KPI Failure | 1 or 2 Fraud Incidents communicated outside the required time frame | 2 Per Fraud Incident communicated outside the required time frame |
| | | | Serious KPI Failure | 3 Fraud Incidents communicated outside the required time frame | |
| | | | Severe KPI Failure | 4 Fraud Incidents communicated outside the required time frame | |
| | | | KPI Service Threshold | 5 or more Fraud Incidents communicated outside the | |

| | | | required time frame | |
|---|---|---|---|---|
| **Reporting and measurement** | | | **Inclusions and exclusions** | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Authority | | | | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 14 | Fraud Incident Pack Submission Times:<br>All Fraud Incident Packs are submitted within 10 Working Days, within the Service Period. | The "Fraud Incident Pack Submission Time" is the time taken from the potential Fraud Incident occurring to when the Fraud Incident Pack is submitted, complete and accurate in accordance with Schedule 2.1 (*Services Description*), to the Authority. This shall be measured in Working Days. | Target Performance Level | 0 Fraud Incident Packs submitted outside the required time frame | 0 |
| | | "Fraud Incident Pack Submission Time" shall be measured as the number of potential Fraud Incidents where the Fraud Incident Pack is not submitted, accurate and complete in line with the timeframe set out in this KPI14, within the relevant Service Period.<br><br>This shall be measured at the point of submission to the Authority.<br><br>For the "Fraud Incident Pack Submission Time", the Supplier shall submit the Fraud Incident Pack, complete and accurate, within 10 Working Days of the potential Fraud Incident occurring. | Minor KPI Failure | 1 or 2 Fraud Incident Packs submitted outside the required time frame | 2 Per Fraud Incident Pack submitted outside the required time frame |
| | | | Serious KPI Failure | 3 Fraud Incident Packs submitted outside the required time frame | |
| | | | Severe KPI Failure | 4 Fraud Incident Packs submitted outside the required time frame | |
| | | | KPI Service Threshold | 5 or more Fraud Incident Packs | |

| | | | | submitted outside the required time frame | |
|---|---|---|---|---|---|

| Reporting and measurement | | | Inclusions and exclusions | |
|---|---|---|---|---|
| **Frequency of measurement:**<br>Monthly<br><br>**Data provided by:**<br>The Authority | | | | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 15 | <u>Security Breach Communication Times:</u> All notifications within 1 hour and reports within 24 hours for a potential Breach of Security or Breach of Security, within the Service Period. | "Security Breach Communication Times" includes "Security Breach Notification Time" and "Security Breach Report Submission Time". <br><br>The "Security Breach Notification Time" is the time taken to inform the Authority of a potential Breach of Security or a Breach of Security. This is the time from the potential Breach of Security or Breach of Security being identified and shall be measured 24 x 7.<br><br>The "Security Breach Report Submission Time" is the time taken from the Breach of Security or potential Breach of Security being identified to when the report on the same is submitted, complete and accurate, to the Authority. This shall be measured 24 x 7. | Target Performance Level | 0 breaches of the Security Breach Communication Times | 0 |
| | | | Serious KPI Failure | 1 breach of Security Breach Communication Times | 8 per breach of the Security Breach Communication Times |
| | | | Severe KPI Failure | 2 breaches of the Security Breach Communication Times | |
| | | | KPI Service Threshold | 3 or more breaches of the Security Breach Communication Times | |
| Reporting and measurement | | | Inclusions and exclusions | | |

| **Frequency of measurement:**<br>Monthly<br><br>**Data provided by:**<br>The Authority | "Security Breach Communication Times" shall be measured as the number of potential Breaches of Security or Breaches of Security where the "Security Breach Notification Time" and / or the "Security Breach Report Submission Time" are not in line with the agreed timeframes, within the relevant Service Period.<br><br>For the "Security Breach Notification Time", the Supplier shall inform the Authority of a Breach of Security or potential Breach of Security within 1 hour of the Breach of Security or potential Breach of Security being identified.<br><br>For the "Security Breach Report Submission Time", the Supplier shall submit the report on the same, complete and accurate, within 24 hours of the Breach of Security or potential Breach of Security being identified. | **Includes:**<br>• all potential Breaches of Security and Breaches of Security, Critical and Non-Critical. |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 16 | Critical Security Breach: There are no Critical Security Breaches, within the Service Period. | A Breach of Security shall be considered a "Critical Security Breach" when:<br><br>(a) they cause significant problems or errors which result in Candidates having to be rescored or retested; or<br><br>(b) their occurrence are likely to result in negative media coverage; or<br><br>(c) they entail data privacy breaches involving, for example, sensitive Personal Data for a single Candidate, or Personal Data for a substantial number of Candidates; or<br><br>(d) they cause significant Supplier, third party or Authority Intellectual Property Rights loss or breach.<br><br>Measurement of "Critical Security Breach" will be the number of Critical Security Breaches within the relevant Service Period. | Target Performance Level | 0 | 0 |
| | | | Severe KPI Failure | 1 Critical Security Breach | 13 per Critical Security Breach |
| | | | KPI Service Threshold | 2 or more Critical Security Breaches | |
| **Reporting and measurement** | | | **Inclusions and exclusions** | | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Authority | | | **Excludes:**<br>• Potential Breaches of Security later found to not be an issue; and<br>• Non-Critical Security Breaches. | | |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 17 | Non-Critical Security Breach: There are no Non-Critical Security Breaches, within the Service Period. | A Non-Critical Security Breach is any Breach of Security that is not a Critical Security Breach.<br><br>An example of a Non-Critical Security Breach would be a Candidate being given the results of another Candidate.<br><br>Measurement of "Non-Critical Security Breach" will be the number of Non-Critical Security Breaches within the relevant Service Period.<br><br>There will be no Service Points accrued for the first Non-Critical Security Breach, but for every one after that. | Target Performance Level | No more than 1 Non-Critical Security Breach | 0 |
| | | | Minor KPI Failure | 2 Non-Critical Security Breaches | 1 per Non-Critical Security Breach |
| | | | Serious KPI Failure | 3 Non-Critical Security Breaches | |
| | | | Severe KPI Failure | 4 Non-Critical Security Breaches | |
| | | | KPI Service Threshold | 5 or more Non-Critical Security Breaches | |

| Reporting and measurement | | Inclusions and exclusions |
|---|---|---|
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Authority | | **Excludes:**<br>• Potential Breaches of Security later found to not be an issue; and<br>• Critical Security Breaches. |

| No | KPI title and short description | Definition | Severity levels | | Service points |
|---|---|---|---|---|---|
| 18 | Performance Reporting and Invoicing Completeness: Performance reports and invoices provided to the Authority on time, accurate and complete. | "Performance Reporting and Invoicing" shall be "Complete" where the following documents:<br><br>(a) Performance Monitoring Report<br><br>(b) Balanced Scorecard<br><br>(c) Any invoices<br><br>have been provided, accurate and complete, to the Authority according to the timelines set out in Schedule 8.4 (Reports and Records Provisions) Annex 3 (Virtual Library). | Target Performance Level | 0 | 0 |
| | | | Minor KPI Failure | 1 – 3 aggregate days late | 0.5 Per document, per day late |
| | | | Serious KPI Failure | 4 – 6 aggregate days late | |
| | | | Severe KPI Failure | 7 – 9 aggregate days late | |
| | | | KPI Service Threshold | 10 or more aggregate days late | |

| Reporting and measurement | | "Performance Reporting and Invoicing Completeness" shall be measured by summing the number of days late for each of these documents due within the relevant Service Period.<br><br>For example, if one document is provided 2 days late and another is provided incomplete and takes 3 days to rectify, then the Supplier would accrue 2.5 Service Points (i.e. 1 + 1.5 = 2.5).<br><br>Where one of these documents is subsequently found to not be accurate and complete, then the Authority has the right to apply Service Points retrospectively. | Inclusions and exclusions | | |
|---|---|---|---|---|---|
| **Frequency of measurement:**<br>Monthly<br><br>**Data provided by:**<br>The Supplier | | | **Excludes:**<br>• Other Reports and Records set out in Schedule 8.4, Annex 3. | | |

## 2      Subsidiary Performance Indicators

| No | PI title and short description | Definition | Severity levels | |
|---|---|---|---|---|
| 1 | Regional Wait Time versus Preferred Date: 95% of Candidates shall be offered a Theory Test appointment within 14 calendar days either side of their Preferred Date, at their Preferred Test Centre, within the Test Centre Network, within the Service Period. | When a Candidate is making a booking, online through the Booking Service, by telephone or post:<br><br>(c)      a Candidate will be asked for their Preferred Date and Preferred Test Centre to take their Theory Test.  Preferred Date and Preferred Test Centre shall be captured by the Authority;<br><br>(d)      The availability of Theory Test appointments, at the Preferred Test Centre shall then be checked using the Supplier's Scheduling Service. | Target Performance Level | 95% |
| | | | PI Service Threshold | Below 90% |
| **Reporting and measurement** | | | **Inclusions and exclusions** | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Authority | | Subsequent changes by the Candidate to their Preferred Date or Preferred Test Centre shall not be considered when measuring "Regional Wait Time".  Only the first Preferred Date and Preferred Test Centre captured shall be considered.<br><br>"Regional Wait Time" shall be measured as a percentage in accordance with the following formula, rounded to one decimal place:<br><br>$$\text{Regional Wait Time \%} = \frac{Total\ PD}{Total\ B} \times 100$$<br><br>where: | **Bookings include:**<br>• all new bookings; and<br>• all complete and valid applications made online, via telephone or post.<br>**Bookings exclude:**<br>• bookings with Non-Standard Accommodations and<br>• bookings made by Trainer Bookers where they are booking for more than one Candidate. | |

| | | |
|---|---|---|
| | Total PD =    total number of completed Candidate bookings where a Theory Test appointment is available at the Candidate's Preferred Test Centre within 14 calendar days (excluding national and any Local Bank Holidays) either side of their Preferred Date, within the Test Centre Network region, within the relevant Service Period; and<br><br>Total B =    total number of completed Candidate Theory Test bookings within the Test Centre Network region, within the relevant Service Period.<br><br>For example, if a Candidate booking their Theory Test,<br><br>    (a)    states that their Preferred Date is 15$^{th}$ March at Test Centre A;<br><br>    (b)    when the Scheduling Service is called for available Theory Test appointments, there is at least one available appointment between 1$^{st}$ March and 29$^{th}$ March at Test Centre A (assuming there are no national or any Local Bank Holidays between 1$^{st}$ and 29$^{th}$ March);<br><br>    (c)    the Candidate completes their booking, regardless of whether the Candidate books a Theory Test appointment within these dates at Test Centre A or for another date or Test Centre<br><br>then the criteria for "Total PD" is met for that Candidate. | |

| | |
|---|---|
| | If no Preferred Date is captured, then it shall be assumed that the Preferred Date is the date of the booking + 14 calendar days, excluding National and Local Bank Holidays.<br><br>For example, if a postal application is received without a Preferred Date that is being processed by the Authority on 1st March, Preferred Date would be in 14 calendar days' time. | |

| No | PI title and short description | Definition | Severity levels | |
|---|---|---|---|---|
| 2 | Appointment Availability Satisfaction: 90% of Candidates are satisfied or better with appointments offered, within Service Period. | A part of the Satisfaction Survey will be a question on the Candidate's satisfaction with the appointments offered, the results of which will be made available to the Supplier. | Target Performance Level | 90% |
| | | "Appointment Availability Satisfaction" shall be measured as a percentage in accordance with the following formula, rounded to one decimal place:<br><br>Appointment Availability Satisfaction % =<br>$$\frac{Total\ Satisfied}{Total\ tested} \times 100$$ | PI Service Threshold | 80% |
| **Reporting and measurement** | | | **Inclusions and exclusions** | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Supplier | | where:<br><br>Total Satisfied = the total number of Candidates booking for a Theory Test at a Test Centre within the Test Centre Network who rated their satisfaction with available appointments as "satisfactory" or better, within the relevant Service Period; and<br><br>Total Tested =     the total number of Candidates booking for a Theory Test at a Test Centres within the Test Centre Network who completed the question on the Satisfaction Survey relating to appointment availability, within the relevant Service Period. | | |

| No | PI title and short description | Definition | Severity levels | |
|---|---|---|---|---|
| 3 | Scheduling Service Response Times: Average Response Time for the Scheduling Service is 1 second or less, within the Service Period. | The "System Response Time" is the round trip time taken to process a message or request of the Scheduling Service, and shall be measured from the moment the last packet of data which relates to a particular message is received at the external interface of the Scheduling Service until a response is generated and the first block of data leaves the external interface (including, for the avoidance of doubt, the time taken for any necessary processing). | Target Performance Level | 1 second or less |
| | | | PI Service Threshold | 3 seconds or more |

| **Reporting and measurement** | The System Response Time shall be the average System Response Time measured over the course of a Service Period. | **Inclusions and exclusions** |
|---|---|---|
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Supplier | The System Response Time shall be the average System Response Time measured over the course of a Service Period.<br><br>The Supplier shall measure System Response Time for all messages or requests to the Scheduling Service as part of its service management responsibilities and report to the Authority on System Response Time as part of the Performance Monitoring Report. | This does not include the Bulk Slot Availability API call. |

| No | PI title and short description | Definition | Severity levels | |
|---|---|---|---|---|
| 4 | <u>Non-Standard Accommodations Response Times:</u> 95% of Non-Standard Accommodation requests responded to within 5 Working Days, within the Service Period. | "Non-Standard Accommodation Response Time" shall be measured as a percentage in accordance with the following formula: Non-Standard Accommodation Response Time % = $\frac{Total\ within\ 5\ days}{Total\ requests} \times 100$ | Target Performance Level | 95% |
| | | where: | PI Service Threshold | 90% or below |
| | | Total within 5 days = the total number of requests for a Theory Test booking with Non-Standard Accommodations responded to with a suitable appointment within 5 Working Days by the Supplier within the relevant Service Period; and | | |

| **Reporting and measurement** | | | **Inclusions and exclusions** | |
|---|---|---|---|---|
| **Frequency of measurement:** Monthly **Data provided by:** The Authority | | Total requests = the total number of requests for a Theory Test booking with Non-Standard Accommodations responded to by Supplier within the relevant Service Period. Non-Standard Accommodation response times will be based on the time taken from the Authority requesting a Theory Test booking with Non-Standard Accommodations to the Supplier responding with a suitable appointment. A suitable appointment is an appointment that meets the needs of the Non-Standard Accommodation being requested, as determined by the Authority. The 5 Working Days: | **Requests for test booking includes:** <ul><li>all new bookings and rescheduling of existing bookings.</li></ul> | |

| | | |
|---|---|---|
| | • will start the following Working Day after receipt of the request, providing the Authority sent the request to the Supplier by 5pm; and<br><br>Requests within the relevant Service Period are those responded to by the Supplier from the Authority within the Service Period. | |

| No | PI title and short description | Definition | Severity levels | |
|---|---|---|---|---|
| 5 | Behavioural Incident Communication Time: No communication for Behavioural Incident is outside of the specified timeframes, within the Service Period. | "Behavioural Incident Communication Time" shall be the time taken for the Supplier to notify the Authority of a Serious Behavioural Incident from the time of the Incident occurring.  This shall be measured 24x7.<br><br>A Serious Behavioural Incident shall be when a<br><br>(d)  Candidate; or<br><br>(e)  candidate for another test but while Candidates are on the Test Centre premises; or<br><br>(f)  Test Centre staff member while Candidates are on the Test Centre premises;<br><br>is violent or abusive in one of the following ways:<br><br>(c)  Making threats, intimidation or slurs against Protected Characteristics (as defined under the Equality Act 2010).<br><br>(d)  Deliberate damage to equipment or property<br><br>(e)  Physical assault, including kicking, punching, spitting, indecent exposure<br><br>"Behavioural Incident Communication Time" shall be measured as the number of Serious Behavioural Incidents where the Supplier does not notify the Authority within 2 hours of the incident occurring, within the relevant Service Period. | Target Performance Level | 0 incidents outside of the specified timeframes |
| | | | PI Service Threshold | 3 or more incidents outside of the specified timeframes |
| | **Reporting and measurement** | | **Inclusions and exclusions** | |
| | **Frequency of measurement:**<br>Monthly<br><br>**Data provided by:**<br>The Authority | | | |

| No | PI title and short description | Definition | Severity levels | |
|---|---|---|---|---|
| 6 | <u>Incident Notification Time – Severity 3, 4 and 5:</u><br>All Severity 3, Severity 4 and Severity 5 Service Incident notifications within 1 hour, within the Service Period. | The "Incident Notification Time" is the time taken to inform the Authority of a Service Incident. For a Severity 3, Severity 4 or Severity 5 Service Incident, this is the time from the Service Incident being identified and shall be measured in "PI6Hours", where PI6Hours are between 8am and 5pm on Working Days.<br><br>*Worked example:* as the hours for this PI6 are 0800-1700, then the clock stops measuring Incident Notification Time at 1700 in the evening and restarts at 0800 the following day.<br><br>"Incident Notification Time – Severity 3, 4 and 5" shall be measured as the number of Service Incidents where the "Incident Notification Time" exceeds 1 PI6Hour. | Target Performance Level | 0 Service Incident notified outside the required time frame |
| | | | PI Service Threshold | 5 or more Service Incidents notified outside the required time frame |
| **Reporting and measurement** | | | **Inclusions and exclusions** | |
| **Frequency of measurement:**<br>Monthly<br><br>**Data provided by:**<br>The Authority | | | | |

| No | PI title and short description | Definition | Severity levels | |
|---|---|---|---|---|
| 7 | Fix Time – Severity 3: All Severity 3 incidents are fixed within 24 hours, within the Service Period. | The "Fix Time" of a Service Incident is the period from the time that the Service Incident occurs to the point of its Resolution where "Resolution" means in relation to a Service Incident either:<br><br>• the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and the Target Performance Levels; or<br><br>• the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority. | Target Performance Level | 0 Service Incidents not meeting the Fix Time |
| | | | PI Service Threshold | 3 or more Service Incidents not meeting the Fix Time |
| **Reporting and measurement** | | Fix Times for Severity 3 Service Incidents shall be measured 24x7, except for where the Service Incident relates to a Test Centre and the 24 hours ends outside of its Operational Hours, in which case the Service Incident shall be fixed by the start of the next scheduled testing day for the applicable Test Centre.<br><br>The Supplier shall measure Fix Times as part of its service management responsibilities and report to the Authority on Fix Times as part of the Performance Monitoring Report.<br><br>"Fix Time – Severity 3" shall be measured as the number of Severity 3 Incidents not fixed within 24 hours, in the relevant Service Period. | **Inclusions and exclusions** | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Authority | | | | |

| No | PI title and short description | Definition | Severity levels | |
|---|---|---|---|---|
| 8 | Fix Time – Severity 4: All Severity 4 incidents are fixed within 72 hours, within the Service Period. | The "Fix Time" of a Service Incident is the period from the time that the Service Incident occurs to the point of its Resolution where "Resolution" means in relation to a Service Incident either:<br><br>• the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and the Target Performance Levels; or<br><br>• the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority. | Target Performance Level | 0 Service Incidents not meeting the Fix Time |
| | | | PI Service Threshold | 3 or more Service Incidents not meeting the Fix Time |
| **Reporting and measurement** | | | **Inclusions and exclusions** | |
| **Frequency of measurement:** Monthly<br><br>**Data provided by:** The Authority | | Fix times for Severity 4 Service Incidents shall be measured 24x7, except for where the Service Incident relates to a Test Centre and the 72 hours ends outside of its Operational Hours, in which case the Service Incident shall be fixed by the start of the next scheduled testing day for the applicable Test Centre.<br><br>The Supplier shall measure Fix Times as part of its service management responsibilities and report to the Authority on Fix Times as part of the Performance Monitoring Report.<br><br>"Fix Time – Severity 4" shall be measured as the number of Severity 4 Incidents not fixed within 72 hours, in the relevant Service Period. | **Excludes:**<br>• Where otherwise agreed in writing by the Authority. | |
| **No** | **PI title and short description** | **Definition** | **Severity levels** | |

| 9 | Scheduling Service Bulk Slot Availability Response Times: Average Response Time for the Bulk Slot Availability API call is 20 seconds or less, within the Service Period. | "Bulk Slot Availability" means a single API call within the Scheduling Service provided by the Supplier to support the reporting aspects of the Booking Service;<br><br>The "System Response Time" is the round trip time taken to process the Bulk Slot Availability request of the Scheduling Service and shall be measured from the moment the last packet of data which relates to a particular Bulk Slot Availability request is received at the external interface of the Scheduling Service until a response is generated and the first block of data leaves the external interface (including, for the avoidance of doubt, the time taken for any necessary processing).<br><br>The System Response Time shall be the average System Response Time measured over the course of a Service Period.<br><br>The Supplier shall measure System Response Time for all Bulk Slot Availability messages or requests to the Scheduling Service as part of its service management responsibilities and report to the Authority on System Response Time as part of the Performance Monitoring Report. | Target Performance Level | 20 seconds or less |
| | | | PI Service Threshold | 30 seconds or more |
| **Reporting and measurement** | | | **Inclusions and exclusions** | |
| **Frequency of measurement:**<br>Monthly<br><br>**Data provided by:**<br>The Supplier | | | Excludes all Scheduling APIs other than the Bulk Slot Availability API | |