

Greater London Authority (GLA)

Road User Charging Appeal Service

Appendix 4 –

Service Level Agreement Statement of Requirements

CONFIDENTIAL

Service Level Agreement

1. Performance Management Regime Introduction

- 1.1 The objective of the Performance Management Regime is to encourage the Service Provider to meet defined Service Levels by measuring performance against a range of Performance Indicators or PIs.
- 1.2 The PIs have been selected to reflect areas of the Services which are essential in order to deliver an acceptable level of customer service and systems performance, and to avoid exposing GLA to significant financial or reputational risk.

2. Performance Management Regime Overview

- 2.1 The Performance Management Regime consists of the PIs, and the Acceptable Service Level.
- 2.2 Failure to meet the Acceptable Service Level for PI6 Appeals Cancelled due to Service Provider Error shall result in the Service Provider reimbursing the GLA for the cost of the Penalty Charge value involved in the Appeal(s) Allowed due to Service Provider error over that PI Reporting Month.
- 2.3 Any deductions calculated as due in accordance with paragraph 2.2 shall be deducted from the Service Charges and shall be included as a separate line item in the relevant Invoice.
- 2.4 The Service Level achieved for each Performance Indicator must be calculated to one (1) decimal place.

3. Calculation of Working Days

- 3.1 When measuring the timeliness of any item subject to a PI based on Working Days the following rules will apply:
 - (A) any complete Working Day between the start and the end of the item's performance measurement shall be included in the Working Day count;
 - (B) any part Working Day between the start and the end of the item's performance measurement shall be included in the Working Day count

4. Performance Monitoring

- 4.1 The Service Provider shall be responsible for ensuring that all Data required to accurately produce Performance Indicator Reports is provided. In such cases, where the Service Provider believes there are mitigating circumstances, the Service Provider may present to GLA reasons why this Data is unavailable, what actions shall be taken to ensure it shall be available in future, and provide evidence that the Services were not adversely affected during the period of lost Data.

- 4.2 The Service Provider shall diligently seek to perform and complete each action which is subject to the Performance Management Regime.
- 4.3 Any reference to the date on which an item is received refers to the date an item is received in the mail room of the Service Provider (or a relevant Sub-Contractor) or the date on which an email or internet form is received by the Service Provider (or Sub-Contractor). The Service Provider shall ensure that all items received in the mail room are processed, with the time and date recorded, on the day of receipt. Any failure by the Service Provider to do so for an item shall result in the performance for that item being deemed to be a failure to meet the Acceptable Service Levels.
- 4.4 The provisions of Relief Events, and Force Majeure shall, provided the Service Provider fully complies with its obligations thereunder, apply to the PIs directly affected by Relief Events and Force Majeure Events.

5. Verification of Service Provider's Performance

- 5.1 If, as part of a report verification exercise carried out, it is found that the Service Provider's performance is lower than reported, and the Service Provider has not met one or more of the Acceptable Service Levels, then the performance level for the Month shall be adjusted accordingly.
- 5.2 The Service Provider shall measure and provide such data as is reasonably required by GLA for the purposes of monitoring the performance of the Service Provider in meeting the Service Levels and PIs in accordance with the Requirements of the Services Agreement.

6. Changes to Performance Indicators

- 6.1 GLA and the Service Provider may at any time request a change to any part or all of the Performance Management Regime set out in this Schedule including, without limitation to the generality of the foregoing, to the Performance Indicators, the Acceptable Service Levels, the Start Point and/or the End Point of a particular transaction measured against a Performance Indicator. Any such amendments to the Performance Management Regime, including without limitation, to the Service Levels or PIs, shall be implemented in accordance with the Change Control Request Procedure.

7. Publication Date

- 7.1 The Performance Indicator Report shall contain the performance for the previous Month.
- 7.2 The Service Provider shall publish the Performance Indicator Report on the Performance Indicator Report Date.

8. Further Details Relating To The PIs

8.1 PI1 Contact Centre Performance

The Service Provider shall ensure that:

- (A) The Contact Centre enquiry service is available for 95% of the available time of the Operational Hours of the service for each Operational Day; and
- (B) 70% of calls per calendar Month are answered by a telephone enquiry service operator within ninety (90) seconds of the call being received by the switch with 100% of calls answered in three hundred (300) seconds; and
- (C) No more than 15% of incoming calls per calendar Month shall be abandoned before being answered by a telephone enquiry service operator.
- (D) 100% of all calls into the Contact Centre are recorded.

8.2 **PI2 Appeal Processing**

The Service Provider shall ensure that:

- (A) 95% of appeal Hearing dates are issued to the Parties (Appellant and TfL) within two (2) working days of the receipt of the valid Appeal by the Service Provider and 100% within five (5) Working Days; and
- (B) 95% of Appeal cases to receive first consideration within eight (8) weeks of receipt of the valid Appeal by the Service Provider each Month, except where a delay is due to lack of availability of Adjudicators due to sickness or an insufficient number of Adjudicators for whatever reason provided that the Service Provider has complied with its obligations to notify the Lord Chancellor's Department of any shortage of Adjudicators.

8.3 **PI3 Correspondence (excluding Complaints) Processing**

The Service Provider shall ensure that:

- (A) Each month 95% of Correspondence received is to be processed on the day of receipt and 100% within three (3) Working Days; and
- (B) Each month 95% of outbound Correspondence is to be sent on the day of completion and 100% within two (2) working days.
- (C) 95% of Adjudicators' Notifications are to be issued to the parties within one (1) Working Day of the Notification and 100% within three (3) Working Days each Month. For the avoidance of doubt, Notifications includes Adjournments, Decisions and Directions.

8.4 **PI4 Complaints Processing**

The Service Provider shall ensure that:

- (A) Each month 90% of Complaints are to be fully investigated and responded to within ten (10) Working Days of receipt and 100% of Complaints responded to within twenty (20) Working Days of receipt.

8.5 PI5 Web and Interface Availability

The Service Provider shall ensure that:

- (A) The website is fully available for 95% of each calendar day and any exceptions are to be agreed with the GLA; and
- (B) Any Electronic Data Interface used for the transfer of Documents and Data to TfL shall be in a fully usable condition for 95% of the calendar Month.

8.6 PI6 Appeal Cancellations due to Service Provider Error

- (A) Any loss in GLA revenue due to an Appeal being Allowed due to a Service Provider error shall be refunded to the GLA by the Service Provider.
- (B) The PI measure shall be based upon all Appeals Allowed due to Service Provider error during the Month.

8.7 PI7 Information Access requests.

The Service Provider shall ensure that:

- (A) All requests made under the Freedom of Information Act 2000 and the Environment Information Regulations 2004 and all Subject Access Requests made under the Data Protection Act 1998 are considered and responded to within the required stated regulatory requirements.

9. Appeals Service – Service Level Monitoring and Management Information.

9.1 Contract Management and Information requirements.

The Service Provider is required to nominate a Contract Manager who will act as the primary source of contact for GLA and its Agents in relation to the operation and function of the contract. The Contract Manager will be responsible for all communication and contract management engagement between the Service Provider and the GLA.

The Contract Manager will be responsible for demonstrating on a Monthly basis (or as agreed):

- Producing relevant Performance Indicator Reports (the format and structure to be specified and agreed with the GLA before

implementation).

- How the quality of the service is assured and what remedial measures and procedures are put in place to resolve any issues regarding the quality of service delivery.
- How Management Information is used to deliver the service and to provide ways of improving the level of service to GLA. The Management Information reports should include suitable reports to demonstrate to GLA how the Appeals Service Performance Management Indicators enable reports and enquiries to be produced.
- How the Service Provider is delivering a good standard and quality of service and customer service, identifying and implementing efficiencies and impacts of quality service improvements.
- How the fixed and variable costs of the contract are calculated for the purposes of meeting the costs of the contract.
- Ensuring the production of any wider reporting, including Ad Hoc Reports requested by the GLA that may cover but is not limited to:
 - any single or group of Data items;
 - by Scheme;
 - for variable time periods;
 - varying regularity (e.g. daily, weekly or monthly);
 - exception reporting;
 - trends over time; and
 - Relevant Financial Reporting