

SCHEDULE 5

Service Level Agreement

1. **Performance Management Regime Objectives**

- 1.1 The objective of the performance management regime is to encourage the Service Provider to meet the Service Levels by measuring performance against a range of Performance Indicators.
- 1.2 The Performance Indicators have been selected to reflect areas of the Services which are essential in order to deliver an acceptable level of customer service and System performance, and to avoid exposing TfL to significant financial or reputational risk.
- 1.3 Service failure points ("**Service Failure Points**") have been set for each performance measure, to reflect the relative impact of failure to meet the Acceptable Service Level for the performance measure.

2. **Performance Management Regime Overview**

- 2.1 The performance management regime consists of the Performance Indicators, the start and end points for assessment of the Performance Indicators (where appropriate), the level of service required and the Service Failure Points to be accrued if the required levels of service performance are not met as set out in this Schedule 5 ("**Performance Management Regime**").

3. **Performance Indicator Table**

- 3.1 The table in Annex 1 to this Schedule sets out the start and end points for assessment of Performance Indicators, the level of service required and the Service Failure Points to be accrued if the required levels of service performance are not met (the "**Performance Indicator Table**").
- 3.2 The 'Performance Indicator Title' column in the Performance Indicator Table gives the name of the various Performance Indicators on which the performance of the Service Provider shall be measured, tracked and rewarded or against which Service Failure Points shall accrue.
- 3.3 The 'Start Point' column in the Performance Indicator Table details the point from which the Performance Indicator shall start to accrue the Service Failure Points (the "**Start Point**").
- 3.4 The 'End Point' column in the Performance Indicator Table details the point at which the relevant Performance Indicator ceases to be subject to Service Failure Points (the "**End Point**").
- 3.5 The 'Acceptable Service Level' column in the Performance Indicator Table specifies the range of operational performance for the Performance Indicator that is expected of the Service Provider (each an "**Acceptable Service Level**") for which no Service Failure Points shall accrue.

- 3.6 Failure to meet the Acceptable Service Level shall result in the Service Provider accumulating Service Failure Points as detailed in the Performance Indicator Table. The number of Service Failure Points accumulated shall depend on the extent to which the Service Provider has failed to meet the Acceptable Service Level for each Performance Indicator. For each Performance Indicator there are three (3) bands of Service Failure Points.
- 3.7 The 'Band 1' column in the Performance Indicator Table indicates the range of performance for the first Band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. For each instance of the Service Provider's performance for a Performance Indicator falling within 'Band 1' the Service Provider will accrue an amount of Service Failure Points equal to the Band 1 Service Failure Points.
- 3.8 The 'Band 2' column in the Performance Indicator Table indicates the range of performance for the second Band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. The bands of Service Failure Points operate cumulatively so that for each instance of the Service Provider's performance for a Performance Indicator falling within 'Band 2', the Service Provider will accrue an amount of Service Failure Points equal to:
- (A) the Band 1 Service Failure Points for that Performance Indicator; plus
 - (B) the Band 2 Service Failure Points for that Performance Indicator.
- 3.9 The 'Band 3' column in the Performance Indicator Table indicates the range of performance for the third band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. The bands of Service Failure Points operate cumulatively so that for each instance of the Service Provider's performance for a Performance Indicator falling within 'Band 3', the Service Provider will accrue an amount of Service Failure Points equal to:
- (A) the Band 1 Service Failure Points for that Performance Indicator; plus
 - (B) the Band 2 Service Failure Points for that Performance Indicator; plus
 - (C) the Band 3 Service Failure Points for that Performance Indicator.

4. **Calculation of Service Failure Deductions**

- 4.1 The Service Level achieved for each Performance Indicator must be calculated to one (1) decimal place.
- 4.2 Service Failure Points shall be totalled for all Performance Indicators at the end of each month and the corresponding Service Failure Deductions shall be calculated as follows:

$$X = Y \text{ multiplied by } Z$$

Where:

X = the monetary value of Service Failure Deductions to be deducted from the Service Charges for the then current month.

- Y = the aggregate Service Failure Points accrued in a particular month for all Performance Indicators, in accordance with this Schedule 5.
- Z = the value of each Service Failure Point (the “**Service Failure Point Value**”), which at the date of this Agreement is one pound Sterling (£1) per Service Failure Point.

- 4.3 The value of the Service Failure Deductions calculated as due in accordance with paragraph 5.3 shall be deducted from the monthly Service Charges and shall be included as a separate line in the relevant invoice. The Service Provider shall include with such invoice full details of how the value of the Service Failure Deductions has been calculated.
- 4.4 The value of the Service Failure Deductions shall be capped each month at an amount equivalent to twenty per cent (20%) of the Service Charges for that month (“**Service Failure Deduction Cap**”).
- 4.5 The value of a Service Failure Point shall be subject to annual indexation in accordance with paragraph 4 (*Annual Contract Indexation*) of Schedule 7 (*Charging and Operational Pricing*).

5. **Performance Monitoring**

- 5.1 The Service Provider shall be responsible for ensuring that all Data required to accurately produce Performance Indicator Reports is provided. Any absence of Data from reports may, at TfL’s discretion, be deemed a maximum accrual of Service Failure Points for all Performance Indicators which are affected. In such cases, where the Service Provider believes there are mitigating circumstances, the Service Provider may present to TfL reasons why this Data is unavailable, what actions shall be taken to ensure it shall be available in future, and provide evidence that the Services were not adversely affected during the period of lost Data. TfL may, at its absolute discretion and without prejudice to its other rights under this Agreement, consider all such presentations and may, at its absolute discretion, elect to waive all or part of the Service Failure Points accrued due to the absence of Data.
- 5.2 The Service Provider shall accurately document all processes for the identification of performance against the Performance Indicators in accordance with Schedule 10 (*Contract Management and Reporting*).
- 5.3 The Service Provider’s performance in meeting the Service Levels in respect of each Performance Indicator shall be reported, monitored and assessed monthly in accordance with Schedule 10 (*Contract Management and Reporting*).
- 5.4 The Service Provider shall diligently seek to perform and complete each action which is subject to the Performance Management Regime, regardless of any accruals of Service Failure Points in respect of such action.
- 5.5 The provisions of Clause 25 (Force Majeure) shall, provided the Service Provider fully complies with its obligations thereunder, apply to the Performance Measures directly affected by Force Majeure Events.

6. Verification of Service Provider’s Performance

6.1 If, as part of a Performance Indicator Report verification exercise carried out by TfL it is found that the Service Provider’s performance is lower than that reported in the relevant Performance Indicator Report, and the Service Provider has not met one or more of the Acceptable Service Levels, then:

- (A) the performance level for the month shall be adjusted accordingly;
- (B) the level of Service Failure Points which would have accrued shall be calculated and;
 - (1) the difference between this figure and the amount of Service Failure Points actually applied shall be calculated and;
 - (2) any corresponding Service Failure Deductions (if any) shall be;
 - (a) added to the Service Failure Deductions due; and
 - (b) applied to the Service Charges for the then current month; and
- (C) the Service Provider shall credit against the Service Charges an amount equal to:
 - (1) the value of the sum calculated in accordance with paragraph 6.1(B) above;
 - (2) the interest on the aggregate, calculated at the interest rate, from the end of the relevant month to the date of the invoice for the current month,

which amount shall be deemed to be, and treated as, a Service Failure Deduction.

6.2 The Service Provider shall measure and provide to TfL all supporting Data used in the calculation of the Performance Indicator Reports and provide to TfL such other Data as is reasonably required by TfL for the purposes of monitoring the performance of the Service Provider in meeting the Service Levels and Performance Indicators.

7. Response and Resolution Times for Incidents

7.1 The Service Provider shall adhere to the response and resolution times for all Incidents arising during Core Hours in accordance with the Severity Level assigned to each Incident in the following table:

Table 1: *Response and Resolution Times*

Severity Level	Response Time	Resolution Time
Severity 1	Thirty (30) minutes	Within four (4) hours
Severity 2	Four (4) hours	Within twenty-four (24) hours

Severity 3	Twenty-four (24) hours	Within five (5) Business Days
Severity 4	Seven (7) days	A plan for the resolution of the error to be provided within two (2) weeks of the Incident start

7.2 Core Hours are defined in the following table:

Table 2: *Core Hours*

System component	Core Hours	Notes
Attended CCTV Capture Unit (ACCU)	06:00 – 19:00 Monday to Friday including Bank Holidays	TfL shall, through the Change Control Request procedure, be entitled to amend the Core Hours
Non-Evidence Document Management System (NDMS) and Offence Viewing Decision System (OVDS)	06:00 – 19:00 Monday to Friday including Bank Holidays	TfL shall, through the Change Control Request procedure, be entitled to amend the Core Hours
PES Mobile Application API	06:00 – 22:00 Monday to Friday including Bank Holidays	TfL shall, through the Change Control Request procedure, be entitled to amend the Core Hours

7.3 The Service Provider shall make all reasonable efforts to respond to an Incident outside of the Core Hours.

8. **Changes to Performance Indicators**

8.1 TfL and the Service Provider may at any time request a change to any part or all of the performance measures set out in this Schedule 5 including, without limitation to the generality of the foregoing, to the Performance Indicators, the Severity Levels, the Acceptable Service Levels, the bands, the Service Failure Points, the Start Point and/or the End Point of a particular transaction measured against a Performance Indicator and/or the Service Failure Point Values. Any such amendments to the Performance Management Regime, including without limitation, to the Service Levels or Performance Indicators, shall be implemented in accordance with Schedule 9 (*Change Control Request Procedure*).

9. **Further Details Relating To The Performance Indicators**

9.1 The following clarifications and obligations on the Service Provider relate to the Performance Indicators referred to in Performance Indicator Table:

- 9.2 Where the level of any Performance Indicator measured is reduced due to:
- 9.2.1 the occurrence of a Severity 1 Incident or a Severity 2 Incident prior to the Operational Commencement Date; or
- 9.2.2 the proven failure of any Third Party equipment, the TfL supplied network or other service not under the Service Provider's control,
- provided that the Service Provider has used its reasonable endeavours to overcome and/or mitigate any such actual or anticipated reduction in service, the reduction in service caused by the occurrence of such Severity 1 Incident, Severity 2 Incident or the proven failure of a Third Party will be removed from the monthly Performance Indicator calculations. For clarification the TfL supplied network consists of the following :-
- (A) Metropolitan Area Network (MAN) link from Palestra to Woking
 - (B) Palestra Local Area Network (LAN)
 - (C) Notice Processor Virtual Private Network (VPN)
 - (D) DVLA Integrated Services Digital Network (ISDN) line
 - (E) TfL MPLS connectivity
 - (F) Woking phone line
 - (G) CCTV Instation
- 9.3 For any six (6) month period, if there are four (4) months in which two (2) or more Performance Indicators operate in Band 3 of the Performance Indicator Table, the Service Provider shall be regarded as being in persistent breach as described in Clause 27.1.1.
- 9.4 Where, in any two (2) consecutive months, the level of Service Failure Deductions applied exceeds twenty percent (20%) of the monthly Service Charges, the Service Provider shall be regarded as being in material breach as described in Clause 27.1.1.
- 9.5 The calculation of performance payments shall be subject to the provisions of this Schedule 5.
- 9.6 **Timely, complete and correct provision of reports (PI 1)**
- (A) The Service Provider shall provide complete and correct reports in accordance with the timescales agreed under or in accordance with the Agreement or as otherwise expressly agreed in writing by the Parties, pre-defined reports, ad hoc queries and ad hoc Data requests when relating to the diagnosis, analysis or resolution of an issue with the System. The Service Provider and TfL acting reasonably shall agree the reports to be provided.
 - (B) For recurring reports (e.g. daily, weekly, monthly), each instance of a report delivered on its due date shall be deemed to be a unique report. TfL shall

determine the list of recurring reports against which this Performance Indicator shall be measured.

- (C) For the avoidance of doubt the number of allowed days late applies across all reports in the relevant month, there is not an allowance per report.
- (D) To the extent that the Service Provider provides a report late or incomplete as a direct result of the failure of TfL to provide information necessary to complete the report, such report shall not be included in the calculation for this Performance Indicator only for the period of delay in receiving such information from TfL. Any further or unrelated delay by the Service Provider in providing the report will be included in the calculation for this Performance Indicator.
- (E) The Start Point shall be the date and time a report is due or an error is identified.
- (F) The End Point shall be the date and time a report is delivered or corrected.
- (G) Where a report is delivered late, incomplete or inaccurate and remains so across more than one (1) consecutive reporting month, the Band to which further Business Days are attributed shall not be reset to Band 1 but shall continue to accumulate from the point at which it was calculated in the previous month, as illustrated in the following example:

- (1) In June, only one report is overdue: "Report 1" was due on Monday 13th June, but is outstanding on Thursday 30th June and is, therefore, thirteen (13) Business Days late.

The Service Failure Points for each Business Day for June shall be calculated based on the following formula:

- (a) Band 1: 6-10 Business Days late = 5 days
- (b) Band 2: 11-20 Business Days late = 3 days

- (2) In July, "Report 1" is delivered on Friday 15th July, a further eleven (11) Business Days late. The total Service Failure Points shall be calculated based on the following formula:

- (a) Band 2: 11-20 Business Days late = 7 days
- (b) Band 3: >20 Business Days late = 4 days

"Report 1" is therefore late by the sum of July (11 Business Days late) + June (13 Business Days late) = 24 total Business Days late, and Service Failure Points will be allocated across Bands 1, 2 and 3 as shown above (without resetting the Bands by virtue of the total delay occurring across two months).

- (H) For the avoidance of doubt, the Service Failure Points accrued in relation to this Performance Indicator shall be deducted from the Service Charges in the month in which the Service Failure Points occurred.
- (I) This Performance Indicator shall be reported by the Service Provider to TfL on a monthly basis and such report shall contain details of all occurrences within

that month where a report or any information or Data on the Service Provider's Management Information System is found to be:

- (1) delivered later than the agreed time agreed with TfL.
 - (2) not in accordance with TfL's requirement for ad hoc reports; or
 - (3) incomplete in that it fails to contain all information required to comply with TfL's requirements for ad hoc reports.
- (J) TfL will keep records of such occurrences which will be summarised and provided to the Service Provider. For the avoidance of doubt, the logs provided by TfL will not be contractual documents but all items included on the log, added during the month period (though not necessarily on the first day of the occurrence), shall be included in the calculation for PI 1.

9.7 Attended CCTV Capture Unit (ACCU) workstation availability during Core Hours (PI 2)

- (A) ACCU workstation availability for the purposes of the Performance Management Regime will be calculated by dividing the sum of the time in minutes during Core Hours that each ACCU workstation was available over the month by the sum of the maximum time in minutes during Core Hours that each ACCU workstation could be available over the month, expressed as a percentage. The ACCU workstation availability is defined as time that the Authorised Users are able to:
- (1) view the Transport for London Road Network (TLRN) via the network of Cameras;
 - (2) capture and/or write Evidence Packs to the Permanent Evidence Store; and
 - (3) access METROS Data.
- (B) In the event that the loss of the capability to view the TLRN is due to the failure of the TfL Camera infrastructure, and such a failure is not caused by any ACCU workstation function or feature, then the ACCU workstation shall be deemed to be available.
- (C) In the event that the loss of access to METROS Data is due to the failure of METROS, and such a failure is not caused by any ACCU workstation function or feature, then the ACCU workstation shall be deemed to be available.
- (D) In the event of a total power failure at the Premises where the ACCU workstation is situated, and such power failure is outside the control of the Service Provider, the ACCU shall be deemed to be available for the duration of the power failure.
- (E) Where an ACCU workstation is unavailable as a result of deliberate or malicious act by any person and where the nature and duration of the unavailability has been notified to TfL, such ACCU workstations shall not be included in the calculation for this Performance Indicator for such period as the Parties agree is reasonable, taking into account the extent of any damage to

the ACCU workstation and provided that the Service Provider promptly takes such steps as are in accordance with industry best practice to repair such ACCU workstations.

- (F) The Start Point shall be when the percentage of available ACCU workstations drops below ninety percent (90.0%).
- (G) The End Point shall be when the percentage of available ACCU workstations returns to ninety percent (90.0%) or greater.
- (H) For the avoidance of doubt, the Service Failure Points accrued in relation to this Performance Indicator shall be deducted from the Service Charges in the month in which the Service Failure Points occurred.
- (I) This Performance Indicator shall be reported by the Service Provider to TfL on a monthly basis and such report shall contain details of all occurrences within that month where the ACCU workstation availability dropped below ninety percent (90.0%), and :
 - (1) For how long (in seconds) the availability was below the Acceptable Service Level;
 - (2) Which specific ACCU workstations were effected by this Performance Indicator; and
 - (3) details of actions taken by the Service Provider to return the ACCU workstations to the Acceptable Service Level.

9.8 Combined Workstation availability during Core Hours (PI 3)

- (A) A Combined Workstation is available if any Authorised User can log in to all of the applications that are available to them and that once logged in, the Authorised User can carry out the full range of tasks that the application gives them. For any Combined Workstation to continue to count as available, it shall respond to any Authorised User action (including application log-in and log-out) within a period of five (5) seconds. It is accepted that some types of transactions may take longer than this required response time. A list of these transactions shall be provided by the Service Provider and agreed by TfL, and, for each of these transaction types, separate transaction duration shall be agreed and used to define Combined Workstation availability.
- (B) Combined Workstation availability for the purposes of the Performance Management Regime will be calculated by dividing the sum of the time in minutes during Core Hours that each Combined Workstation was available over the month by the sum of the maximum time in minutes during Core Hours that each Combined Workstation could be available over the month, expressed as a percentage.
- (C) Where a Combined Workstation is unavailable as a result of deliberate or malicious act by any person employed by TfL and where the nature and duration of the unavailability has been notified to TfL, such Combined Workstation shall not be included in the calculation for this Performance Indicator for such period as the Parties agree is reasonable, taking into account the extent of any damage to the Combined Workstation and provided

that the Service Provider promptly takes such steps as are in accordance with industry best practice to repair such Combined Workstation.

- (D) The Combined Workstation availability is defined as time that the Authorised Users are able to:
- (1) review and confirm Evidence Packs to and from the WORM media or server;
 - (2) access DVLA Data; and
 - (3) prepare and successfully submit the Evidence Packs for transmission to the Notice Processor.
- (E) In the event that the loss of access to DVLA Data is due to the failure of the DVLA, and such a failure is not caused by any function or feature of the System, then the Combined Workstation shall be deemed to be available.
- (F) In the event that the Evidence Packs are not successfully transmitted to the Notice Processor, and such a failure is not caused by any function or feature of the System, then the Combined Workstation shall be deemed to be available.
- (G) In the event of a total power failure at the Premises where the Combined Workstation is situated, and such power failure is outside the control of the Service Provider, the Combined Workstation shall be deemed to be available for the duration of the power failure.
- (H) The Start Point shall be when the percentage of available Combined Workstations drops below ninety-five percent (95.0%).
- (I) The End Point shall be when the percentage of available Combined Workstations returns to ninety-five percent (95.0%) or greater.
- (J) For the avoidance of doubt, the Service Failure Points accrued in relation to this Performance Indicator shall be deducted from the Service Charges in the month in which the Service Failure Points occurred.
- (K) This Performance Indicator shall be reported by the Service Provider to TfL on a monthly basis and such report shall contain details of all occurrences within that month where the Combined Workstation availability dropped below ninety-five percent (95.0%), and :
- (1) For how long (in seconds) the availability was below the Acceptable Service Level;
 - (2) Which specific Combined Workstations were effected by this Performance Indicator; and
 - (3) details of actions taken by the Service Provider to return the Combined Workstations to the Acceptable Service Level.

9.9 DTES Evidence Packs Lost (PI 4)

- (A) Any Evidence Pack that is not successfully transmitted to the Notice Processor and cannot be proven to have been deleted due to the quality of the Data captured or in accordance with the TfL business rules in place at any time will be deemed to have been lost and will count towards this Performance Indicator calculation.
- (B) Lost Evidence Packs for the purposes of the Performance Management Regime will be calculated by dividing the number of Evidence Packs that are successfully transmitted to the Notice Processor by the sum of the total number of Evidence Packs created at the ACCU stage, less those that have been correctly deleted in line with 9.9(A), over the month, expressed as a percentage.
- (C) In the event that Evidence Packs are not correctly deleted in line with 9.9(A) and such deletion is outside the control of the Service Provider, then these lost Evidence Packs will not be included in the total number of Evidence Packs created at the ACCU stage.
- (D) The Start Point shall be when the percentage of Evidence Packs received by the Notice Processor drops below ninety-nine and a half percent (99.5%).
- (E) The End Point shall be when the percentage of Evidence Packs received by the Notice Processor returns to ninety-nine and a half percent (99.5%) or greater.
- (F) For the avoidance of doubt, the Service Failure Points accrued in relation to this Performance Indicator shall be deducted from the Service Charges in the month in which the Service Failure Points occurred.
- (G) This Performance Indicator shall be reported by the Service Provider to TfL on a monthly basis and such report shall contain details of all occurrences within that month where the percentage of Evidence Packs received by the Notice Processor dropped below ninety-nine and a half percent (99.5%), and :
 - (1) Which Evidence Packs have been lost; and
 - (2) details of any actions taken by the Service Provider to retrieve those lost Evidence Packs.

9.10 Public Evidence Viewer (PI 5)

- (A) Any Evidence Pack Video File or corresponding Metadata that is not made available on the SFTP (or agreed transfer method) by midnight on the same day as the Evidence Pack itself was transferred to the Notice Processor shall count towards this Performance Indicator.
- (B) Lost Video Files or corresponding Metadata for the purposes of this Performance Management Regime will be calculated by dividing the number of such files made available on the SFTP (or agreed transfer method) by the total number of validated Evidence Pack sent that day to the Notice Processor in the daily Evidence Pack export file.
- (C) In the event that the Video Files and Metadata that correspond with the Evidence Packs exported to the Notice Processor are not transferred to the

SFTP (or agreed transfer method) and this is outside of the control of the Service Provider, then these lost Video Files and Metadata will not be included in the total number of Video Files and corresponding Metadata transferred to the SFTP (or agreed transfer method).

- (D) The Start Point shall be when the percentage of Video Files and corresponding Metadata transferred to the SFTP (or agreed transfer method) which are associated with the validated Evidence Packs in that same day's Evidence Pack export file drops below ninety-nine percent (99.0%).
- (E) The End Point shall be when the percentage of Video Files and corresponding Metadata transferred to the SFTP (or agreed transfer method) which are associated with the validated Evidence Packs in that same day's Evidence Pack export file returns to ninety-nine percent (99.0%) or greater.
- (F) For the avoidance of doubt, the Service Failure Points accrued in relation to this Performance Indicator shall be deducted from the Service Charges in the month in which the Service Failure Points occurred.
- (G) This Performance Indicator shall be reported by the Service Provider to TfL on a monthly basis and such report shall contain details of all occurrences within that month where the percentage of Video Files and Metadata transferred to the SFTP (or agreed transfer method) dropped below ninety-nine percent (99.0%), and :
 - (1) Which Video Files and Metadata have not been transferred to the SFTP; and
 - (2) details of any actions taken by the Service Provider to retrieve those lost Video Files and Metadata.

9.11 PES Mobile Application API availability during Core Hours (PI 6)

- (A) PES Mobile Application availability for the purposes of the Performance Management Regime will be calculated by dividing the sum of the time in minutes during Core Hours that the PES Mobile Application was available over the month by the sum of the maximum time in minutes during Core Hours that the PES Mobile Application could be available over the month, expressed as a percentage. The PES Mobile Application availability is defined as time that the Authorised Users are able to:
 - (1) view and use mapping locations;
 - (2) view and create Tasks;
 - (3) capture Observations;
 - (4) report Faults;
 - (5) create Penalty Charge Notices; and
 - (6) print Penalty Charge Notices.

- (B) In the event that loss of access to the PES Mobile Application API is due to the failure of the PES Mobile Application, and such a failure is not caused by any Service Provider system(s), then the PES Mobile Application API shall be deemed to be available.
- (C) Where the PES Mobile Application API is unavailable as a result of a deliberate or malicious act by any person and where the nature and duration of the unavailability has been notified to TfL, this unavailability shall not be included in the calculation for this Performance Indicator for such period as the Parties agree is reasonable.
- (D) The Start Point shall be when the percentage of availability drops below ninety five percent (95.0%).
- (E) The End Point shall be when the percentage of availability returns to ninety five percent (95.0%) or greater.
- (F) For the avoidance of doubt, the Service Failure Points accrued in relation to this Performance Indicator shall be deducted from the Service Charges in the month in which the Service Failure Points occurred.
- (G) This Performance Indicator shall be reported by the Service Provider to TfL on a monthly basis and such report shall contain details of all occurrences within that month where the PES Mobile Application API availability dropped below ninety percent (95.0%), and :
 - (1) for how long (in seconds) the availability was below the Acceptable Service Level;
 - (2) details of actions taken by the Service Provider to return the PES Mobile Application API to the Acceptable Service Level.

9.12 PES PCN Packs Lost (PI 7)

- (A) Any PES PCN Pack that is not successfully transmitted to the Notice Processor and cannot be proven to have been deleted due to the quality of the Data captured or in accordance with the TfL business rules in place at any time will be deemed to have been lost and will count towards this Performance Indicator calculation.
- (B) Lost PES PCN Packs for the purposes of the Performance Management Regime will be calculated by dividing the number of PES PCN Packs that are successfully transmitted to the Notice Processor by the sum of the total number of PES PCN Packs created by the System, less those that have been correctly deleted in line with 9.9(A), over the month, expressed as a percentage.
- (C) In the event that PES PCN Packs are not correctly deleted in line with 9.9(A) and such deletion is outside the control of the Service Provider, then these lost PES PCN Packs will not be included in the total number of PES PCN Packs created by the System.
- (D) The Start Point shall be when the percentage of PES PCN Packs received by the Notice Processor drops below ninety-nine and a half percent (99.5%).

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- (E) The End Point shall be when the percentage of PES PCN Packs received by the Notice Processor returns to ninety-nine and a half percent (99.5%) or greater.
- (F) For the avoidance of doubt, the Service Failure Points accrued in relation to this Performance Indicator shall be deducted from the Service Charges in the month in which the Service Failure Points occurred.
- (G) This Performance Indicator shall be reported by the Service Provider to TfL on a monthly basis and such report shall contain details of all occurrences within that month where the percentage of PES PCN Packs received by the Notice Processor dropped below ninety-nine and a half percent (99.5%), and :
- (1) Which PES PCN Packs have been lost; and
 - (2) details of any actions taken by the Service Provider to retrieve those lost PES PCN Packs.

Annex 1

Performance Indicator Table

Ref	Performance Indicator Name	Performance Indicator Description	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
PI 1					0–5	6–10	11–20	>20
PI 1	Timely, complete and correct provision of reports	Late, inaccurate, incorrect and incomplete Data from the Service Provider in the form of Performance Indicator Reports, pre-defined reports, ad hoc query tool and ad hoc Data requests	Date and time report is due or error identified	Date and time Data and/or report is delivered or error corrected	0–5 Accumulated Business Days late per reporting period	50 Service Failure Points per Business Day late	100 Service Failure Points per Business Day late	150 Service Failure Points per Business Day late
PI 2						89.9%–85.0%	84.9%–80.0%	Below 80.0%
PI 2	ACCU workstation availability during Core Hours	The extent to which ACCU workstations and all associated functions are available during Core Hours. Measured as percentage available ACCU workstations to the total number of staffed ACCU workstations.	When the percentage of available ACCU workstations drops below 90.0%	When the percentage of available ACCU workstations has returned to 90.0% or higher.	100%–90.0%	20 Service Failure Points per 0.1% per month.	50 Service Failure Points per 0.1% per month.	5000 Service Failure Points flat per month
PI 3						94.9%–90.0%	89.9%–85.0%	Below 85.0%

Ref	Performance Indicator Name	Performance Indicator Description	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
PI 3	Combined Workstation availability during Core Hours	The extent to which the Combined Workstations and all associated functions including DVLA export service and the Notice Processor export service are available to manage the workflow of Evidence Packs during Core Hours. Measured as the percentage availability of Combined Workstations.	When the percentage of available Combined Workstations drops below 95.0%	When the percentage of available Combined Workstations has returned to 95.0% or higher.	100%–95.0%	20 Service Failure Points per 0.1% per month.	50 Service Failure Points per 0.1% per month.	5000 Service Failure Points flat per month
PI 4						99.4%–99.3%	99.2%–99.0%	Below 99.0%
PI 4	DTES Evidence Packs lost	The extent to which the number of Evidence Packs that are created, processed and successfully transmitted to the Notice Processor are all accountable. Measured as the percentage of Evidence Packs that are received by the Notice Processor.	When the percentage of Evidence Packs received by the Notice Processor drops below 99.5%.	When the percentage of Evidence Packs received by the Notice Processor has returned to 99.5% or higher.	100%–99.5%	500 Service Failure Points per 0.1% per month	1000 Service Failure Points per 0.1% per month	10,000 Service Failure Points flat per month

Ref	Performance Indicator Name	Performance Indicator Description	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
PI 5						98.9%–95.0%	94.9%–90.0%	Below 90.0%
PI 5	Public Evidence Viewer transfer	The extent to which the Video Files and corresponding Metadata files associated with each Evidence Pack that has been sent to the Notice Processor in the daily Evidence Pack export file has been transferred successfully on to the SFTP or agreed transfer method site by midnight of that same day. Measured as the	When the percentage of Video Files and corresponding Metadata files associated with the validated Evidence Packs in that day's Evidence Pack export file drops below 99.0%.	When the percentage of Video Files and corresponding Metadata files associated with the validated Evidence Packs in that day's Evidence Pack export file has returned to 99.0% or	100%–99.0%	5 Service Failure Points per 0.1% per month	10 Service Failure Points per 0.1% per month	2,000 Service Failure Points flat per month

Ref	Performance Indicator Name	Performance Indicator Description	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
		percentage of Video Files and corresponding Metadata files available on the SFTP or agreed transfer method at one (1) minute past midnight and the total number of Evidence Packs sent that day as part of the daily Evidence Pack export file on that day.		higher.				
PI 6						94.9%–90.0%	89.9%–85.0%	Below 85.0%
PI 6	PES Mobile Application API	The extent to which API and all associated functions are available during Core Hours. The PI measure shall be based upon all periods of PES Mobile Application API unavailability that end during the calendar month.	When the percentage of availability for the PES Mobile Application API falls below 95.0%.	When the percentage of availability for the PES Mobile Application API has returned to 95.0% or higher.	100%–95.0%	500 Service Failure Points per 0.1% per month.	1000 Service Failure Points per 0.1% per month.	10,000 Service Failure Points flat per month
PI 7						99.4%–99.3%	99.2%–99.0%	Below 99.0%

Ref	Performance Indicator Name	Performance Indicator Description	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
PI 7	PES PCN Packs lost	The extent to which the number of PES PCN Packs that are created, processed and successfully transmitted to the Notice Processor are all accountable. Measured as the percentage of PES PCN Packs that are received by the Notice Processor.	When the percentage of PES PCN Packs received by the Notice Processor drops below 99.5%.	When the percentage of PES PCN Packs received by the Notice Processor has returned to 99.5% or higher.	100%–99.5%	500 Service Failure Points per 0.1% per month	1000 Service Failure Points per 0.1% per month	10,000 Service Failure Points flat per month