Schedule 10 (Service Levels)

1. Definitions
   1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

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| "Critical Service Level Failure" | has the meaning given to it in the Award Form; |
| "Service Credits" | any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; |
| "Service Credit Cap" | has the meaning given to it in the Award Form; |
| "Service Level Failure" | means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| "Service Level Performance Measure" | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and |
| "Service Level Threshold" | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule. |

1. What happens if you don’t meet the Service Levels
   1. The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
   2. The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier’s failure to meet any Service Level Performance Measure.
   3. The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
   4. A Service Credit shall be the Buyer’s exclusive financial remedy for a Service Level Failure except where:
      1. the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
      2. the Service Level Failure:
         1. exceeds the relevant Service Level Threshold;
         2. has arisen due to a Prohibited Act or wilful Default by the Supplier;
         3. results in the corruption or loss of any Government Data; and/or
         4. results in the Buyer being required to make a compensation payment to one or more third parties; and/or
      3. the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).
   5. Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months’ notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
      1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
      2. the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
      3. there is no change to the Service Credit Cap.
2. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

* 1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
  2. the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this Paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

* 1. is likely to or fails to meet any Service Level Performance Measure; or
  2. is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

* + 1. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
    2. instruct the Supplier to comply with the Rectification Plan Process;
    3. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
    4. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

1. Service Credits
   1. The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
   2. Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Service Levels and Service Credits Table

| Service Levels | | | | | |
| --- | --- | --- | --- | --- | --- |
| Service Level Performance Criterion | Key Indicator | Service Level Performance Measure | Service Level Threshold | Service Credit for each Service Period | **Publishable KPI** |
| 1. Valid and complete application recommended to DVSA for approval or refusal | DGDT Applications | 100% | Within 15 working days of payment | N/A | No |
| 1. Invalid and incomplete application recommended to DVSA for approval or refusal | DGDT Applications | 100% | Within 30 working days of payment | N/A | No |
| 1. Accurate recommendations agreed by DVSA | DGDT Applications | 99% | Each contract year | 1.5% Service Credit gained for each percentage under the specified Service Level Performance Measure | No |
| 1. Provide a response | Correspondence | 95% | Within 10 working days of receipt | N/A | No |
| 1. Provide a response | Correspondence | 100% | Within 15 working days of receipt | N/A | No |
| 1. Provide DVSA with an updated list of pre-set course programmes and programme variations | DGDT Content | 100% | Within 5 working days of any changes | N/A | No |
| 1. Update the DGDT Syllabus biennially (or as required) and provide to DVSA for sign off | DGDT Content | 100% | Within 90 days of instruction from DVSA | N/A | No |
| 1. Update the DGDT Exam Questions and Exam Items biennially (or as required) in both English and Welsh and provide to DVSA for sign off | DGDT Content | 100% | Within 90 days of instruction from DVSA | N/A | No |
| 1. Release exam results to the candidate | DGDT Exam Results and Certification | 100% | Within 15 minutes of completion of the online DGDT exam | 2.0% Service Credit gained for each percentage under the specified Service Level | Yes |
| 1. Issue ADR Driver Training Certificates to successful candidates | DGDT Exam Results and Certification | 100% | Within 5 working days of the completion of the exam or request for replacement | 2.0% Service Credit gained for each percentage under the specified Service Level | Yes |
| 1. Update the DGSA syllabus biennially (or as required) and provide to DVSA for sign off | DGSA Content | 100% | Within 90 days of instruction from DVSA | N/A | No |
| 1. Update the DGSA Exam Questions biennially (or as required) in both English and Welsh and provide to DVSA for sign off | DGSA Content | 100% | Within 90 days of instruction from DVSA | N/A | No |
| 1. Provide DVSA with a real time schedule of exam dates, enrolment periods and areas for publication on gov.uk | DGSA Exam Bookings | 100% | On a 12-month rolling period from the Service Commencement Date | N/A | No |
| 1. Issue exam details to candidates of the DGSA exam | DGSA Exam Bookings | 100% | No later than the next working day of allocation to an Exam Programme | N/A | No |
| 1. Provide the Exam Forms to the Exam Invigilator for each exam date and venue | DGSA Exam Papers | 100% | No later than 2 working days prior to the exam date | 1.5% Service Credit gained for each percentage under the specified Service Level | No |
| 1. Release exam results and certification to the candidate | DGSA Exam Results and Certification | 100% | Within 40 working days of exam completion | N/A | No |
| 1. Provide DVSA with an updated list of qualified DGSAs for publication on gov.uk | DGSA Exam Results and Certification | 100% | Within 5 working days of issue of exam results | N/A | No |
| 1. Produce and provide DVSA with agreed monthly management information reports including performance against all KPIs | Performance Reporting and Management Information | 100% | By the 5th working day of each month | N/A | No |
| 1. Availability of the exam for End Users | System Downtime and Service Incidents | 100% | Within Operational Hours of the service period. | 2.0% Service Credit gained for each percentage under the specified Service Level | Yes |
| 1. Availability of the exam for End Users | System Downtime and Service Incidents | 98% | Within Operational Hours of the service period. | 2.5% Service Credit gained for each percentage under the specified Service Level | No |
| 1. All Severity 1 Service Incidents fixed | System Downtime and Service Incidents | 100% | Within a 2 Operational Hours from the time of report. | 2.0% Service Credit gained for each percentage under the specified Service Level | No |
| 1. All Severity 2 Service Incidents fixed | System Downtime and Service Incidents | 100% | Within a 6 Operational Hours from the time of report. | 1.5% Service Credit gained for each percentage under the specified Service Level | No |
| 1. All Severity 3 Service Incidents fixed | System Downtime and Service Incidents | 100% | Within a 14 Operational Hours from the time of report. | 1.0% Service Credit gained for each percentage under the specified Service Level | No |
| 1. All Severity 4 Service Incidents fixed | System Downtime and Service Incidents | 100% | Within a 42 Operational Hours from the time of report. | N/A | No |
| 1. Recruit apprentice | Social Value | One | Within Contract Term | N/A | Yes |
| 1. Provide digital skills training for Training Providers | Social Value | Access provided to all Training Providers | Within Contract Term | N/A | No |
| 1. Provide Training Providers with knowledge on social value practices | Social Value | Email issued to all Training Providers | Biannually during Contract Term | N/A | No |
| 1. Offer internships | Social Value | Two | Within Contract Term | N/A | No |
| 1. Offer Vocational Qualifications to staff | Social Value | All employees offered Vocational Qualifications | Within Contract Term | N/A | No |
| 1. Offer Professional Development Awards to staff | Social Value | All external verifiers and staff offered Professional Development | Within Contract Term | N/A | No |
| 1. Provide newsletter sharing contract relevant attainment data and best practice information to Training Providers | Social Value | Issued to all Training Providers | Biannually within Contract Term | N/A | No |

The Service Credits shall be calculated on the basis of the following formula:

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| --- | --- | --- |
| Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance) | = | x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer |
| Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) | = | 23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer |

Part B: Performance Monitoring

1. Performance Monitoring and Performance Review
   1. Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
   2. The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
      1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
      2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
      3. details of any Critical Service Level Failures;
      4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
      5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
      6. such other details as the Buyer may reasonably require from time to time.
   3. The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
      1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
      2. be attended by the Supplier's Representative and the Buyer’s Representative; and
      3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer’s Representative and any other recipients agreed at the relevant meeting.
   4. The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer’s Representative at each meeting.
   5. The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
2. Satisfaction Surveys
   1. The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.