**Call-Off Schedule 14 (Service Levels)**

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

|  |  |
| --- | --- |
| **“Critical Service Level Failure”** | has the meaning given to it in the Order Form; |
| **“Service Credit Cap”** | has the meaning given to it in the Order 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 this Schedule; |
| **"Service Level Threshold"** | shall be as set out against the relevant Service Level in the Annex to this Schedule; and |
| **"Performance Monitoring Reports"** | has the meaning given to it in Paragraph ‎1.2 of Part B 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 be allowed a one-month grace period at the start of each Contract Year in respect of any Service Level Failure, during which period Service Credits shall not be applicable. Following the one-month grace period in each Contract Year, the Buyer shall be entitled to Service Credits in accordance with this Schedule.
   4. 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.
   5. 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 entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the buyer can end a contract).
   6. 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 a 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**
   1. 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 a full refund of all transaction fees charged during the period of 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**
   1. 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 Level 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 Credits payable by the Supplier, or require the Supplier to provide a refund against transaction fees paid, 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 this Contract 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 or provide a refund against transaction fees paid, in accordance with the calculation formula in the Annex to this Schedule.
   3. For the purpose of the Service Credit calculations in the Annex to this Schedule, one (1) Service Credit is equal to the sum of one £1 Pound Sterling (£1).

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **SLA Ref** | **Service Level** | **Detail** | **Service Level Performance Measure** | **Service Level Threshold** | **Monitoring and Reporting** | **Service Credit** | **Applicable Lots** |
| SL1 | Online Booking System and mobile booking app availability | Online Booking System and mobile booking app availability.  The Supplier shall ensure that the Online Booking System is available 24 hours a day, 365 days per year (or 366 in a leap year) throughout the Call-Off Contract Period. This excludes any planned scheduled outages for system maintenance and/or system upgrades that have been mutually agreed with the Buyer. | Online Booking System and mobile booking app shall be available 100% of the available minutes.    Online Booking System and mobile booking app availability is measured as 1440 minutes per day x number of days in reporting Month. | 85% | Supplier shall provide the Service Credit Performance Monitoring Report to the Buyer. Template and delivery to be agreed in accordance with Paragraph 1 of Part B of this Schedule.  The Buyer shall retain the right to audit and/or conduct spot checks. | 100 Service credits for each and every 0.1% below the Service Level Performance Measure. | Lots 1,2,3 |
| SL2 | Telephone answering times | Core Hours - All user telephone calls shall be answered within 20 seconds by a person.  Non-core hours - All user telephone calls shall be answered within 20 seconds by a person. Any time an answer machine and/or automated attendant model is required to play a recorded message, this is included in the 20 seconds. Answer machines and/or automated attendant model shall be kept to 1 level. | Core hours: 90% of user calls answered within 20 seconds by a person (abandoned calls must be included in this measure).    Non-core hours: 80% of user calls answered within 20 seconds by a person (abandoned calls must be included in this measure). | Core hours – 60%  Non-core hours – 50% | As per SL1 (abandoned calls must be included in this measure).  The Supplier must provide a Monthly telephone report as part of the Service Credit Performance Monitoring Report. Template and delivery to be agreed in accordance with Paragraph 1 of Part B of this Schedule. | 20 Service Credits for each and every 0.1% below the Service Level Performance Measure. | Lots 1,2,4 |
| SL2a | Telephone answering times | Core Hours - All user telephone calls shall be answered within 180 seconds by a person.  Non-core hours - All user telephone calls shall be answered within 180 seconds by a person. Any time an answer machine and/or automated attendant model is required to play a recorded message, this is included in the 20 seconds. Answer machines and/or automated attendant model shall be kept to 1 level. | Core hours: 95% of user calls answered within 180 seconds by a person (abandoned calls must be included in this measure).    Non-core hours: 95% of user calls answered within 180 seconds by a person (abandoned calls must be included in this measure). | Core hours – 65%  Non-core hours – 65% | As per SL1 (abandoned calls must be included in this measure).  The Supplier must provide a Monthly telephone report as part of the Service Credit Performance Monitoring Report. Template and delivery to be agreed in accordance with Paragraph 1 of Part B of this Schedule. | 100 Service Credits for each and every 0.1% below the Service Level Performance Measure | Lot 3 |
| SL3 | Booking completion times | The Supplier shall as a minimum meet the following booking completion times: Online bookings shall be completed instantly.  Offline phone bookings shall be completed while the Booker is on the phone (unless requested otherwise by the Booker). Where this is not practicable (for example if third party suppliers need to be contacted) bookings should be completed within 24 hours. This also applies to email bookings but excludes group air, rail and accommodation bookings. | 100% of online bookings to be completed and confirmed instantly. Exceptions are transactions that do not have live availability/inventory.  95% of offline phone bookings, exceptional online bookings (as per above) and email bookings, itineraries to be confirmed to Traveller and/or booked within 2 hours, allowing 4 hours for long haul (6+ hours) and multi sector (4+ sector) itineraries. This excludes emergency bookings, where immediate confirmation is required. | 90% of online bookings  85% of offline bookings | As per SL1. Booking system data should contain log time and completion time of booking. | 100 Service Credits for each and every 0.1% below the Service Level Performance Measure. | Lots 1, 2, 3 |
| SL3.1 | Group / Venue Booking completion times | The Supplier shall as a minimum meet the following booking completion times:    Email bookings shall be responded to within 2 hours confirming an agent is assigned to this booking and are actioning the booking request. The agent shall provide an anticipated timeline to the Booker for completion of the booking.  Offline phone bookings shall be followed by an email to the Booker confirming their request per the discussion on the phone and that the agent is actioning their booking.  Bookings should be completed within 24 hours. Where this is not practical (for example bookings that require a response from a third party supplier and/or a large and/or complex event) a time scale shall be agreed between the Buyer and Supplier. | 95% of group bookings responded to following a phone booking, or email booking, within 2 hours.  90% of group bookings completed within 24 hours. This excludes bookings where a response from a third party supplier is required. | 80% of group bookings within 2 hours.  75% of group bookings within 24 hours. | Booking system data should contain log time and completion time of booking. | 100 Service Credits for each and every 0.1% below the Service Level Performance Measure. | Lot 3,4 |
| SL4 | A) Response times and Complaints Management    B) Ratio of complaints against bookings made | A) Complaints management: The Supplier shall acknowledge all contact (including but not limited to emails/calls/fax/voice mail) regarding risks, issues, concerns, questions and complaints in relation to the Services within four (4) business hours of receipt and resolve them satisfactorily.      Number of upheld complaints against the Supplier performance should not exceed 0.3% of the total bookings made. Note: this does not include complaints against third party providers. | Minimum 99% of contact acknowledged within 4 business hours of receipt (automated acknowledgement emails do not count as a response).  1) Updates on how the Supplier is proactively working to seek a resolution shall be provided to the Buyer at intervals of 2 Working Days, until a satisfactory resolution has been agreed which is mutually acceptable to both Parties.  2) 97% of complaints and issues to be resolved within 3 Working Days unless referred to a third party supplier.  3) If a complaint/issue is referred to a third party supplier these are to be: a) resolved within 28 days or  b) an update provided every 5 Working Days until a satisfactory conclusion is reached.  Number of upheld complaints against the Supplier shall not exceed 0.3% of total bookings made aggregated across all transaction types. | 90% of contact acknowledged within 4 hours of receipt  80% of complaints and issues to be resolved within 3 working days unless referred to a third party supplier  60 days  2% | As per SL1 | 20 Service Credits for each and every 0.1% below the Service Level Performance Measure.    20 Service Credits for every 0.1% above the Service Level Performance Measure | Lots 1,2,4 |
| SL4a | A) Response times and Complaints Management    B) Ratio of complaints against bookings made | A) Complaints management: The Supplier shall acknowledge all contact (including but not limited to emails/calls/fax/voice mail) regarding risks, issues, concerns, questions and complaints in relation to the Services within four (4) business hours of receipt and resolve them satisfactorily.    Number of upheld complaints against the Supplier performance should not exceed 0.02% of the total bookings made. Note: this shall not include complaints against third party providers. | Minimum 95% of contact acknowledged within 4 business hours of receipt (automated acknowledgement emails do not count as a response).  1) Updates on how the Supplier is proactively working to seek a resolution shall be provided to the Buyer at intervals of 2 Working Days, until a satisfactory resolution has been agreed which is mutually acceptable to both Parties.  2) 97% of complaints and issues to be resolved within 3 Working Days unless referred to a third party supplier.  3) If a complaint/issue is referred to a third party supplier these are to be: a) resolved within 28 days or  b) an update provided every 5 Working Days until a satisfactory conclusion is reached.  Number of upheld complaints against the Supplier shall not exceed 0.02% of total bookings made aggregated across all transaction types. | 85% of contact acknowledged within 4 hours of receipt  80% of complaints and issues to be resolved within 3 working days unless referred to a third party supplier  60 days  2% | As per SL1 | 100 Service Credits for each and every 0.1% below the Service Level Performance Measure.    100 Service Credits for every 0.01% above the Service Level Performance Measure. | Lot 3 |
| SL5 | Price Match | All price match requests must be dealt with within 4 business hours as per the specification. | Supplier must report all successful price match requests. Supplier shall not exceed more than 5 successful price-match requests per Month across all Call-Off Contracts. | 25 | As per SL1 | 50 Service Credits per successful price match after the 10th successful price match. | All Lots |
| SL6 | Call Backs | In the event that the Supplier is required to call back a user, they must do so within 2 business hours. If they are unable to reach the user they must follow up with another form of communication i.e. email or text. | 100% of callbacks within 2 business hours. | 85% | As per SL1 | 50 Service Credits for each and every 0.1% below the Service Level Performance Measure. | All Lots |
| SL7 | Visa/ Passports | Supplier shall alert each Traveller to any passport and visa requirements at the time of booking (offline).  Supplier shall be responsible for the provision of all necessary forms and the processing of applications, which will be checked for accuracy and completeness upon receipt. | Zero Buyer complaints regarding Supplier failure to provide Visa or Passport information to a Traveller on purchase (offline only). | 5 | As per SL1 | 50 Service Credits per failure or credits to the value of the missed travel if Traveller is unable to travel due to visa or passport requirements. | Lots 1,2 |
| SL8 | Refunds | Applicable to:  - Refunds for unused rail tickets (including unprinted tickets) and airline tickets which have been returned to the Supplier.  - Refunds for uncollected rail tickets  - Refunds for cancellations of prepaid hotel bookings | 100% credited to Traveller's cost centre within 1 Month of date of intended travel and/or  100% credited to Traveller's cost centre within 1 Month of ticket expiry date  (This excludes when payment are dependable by 3rd parties) | 90%  90% | As per SL1 | 50 Service Credits for every 0.1% below the Service Level Performance Measure | All Lots |
| SL9 | Quality Control | Supplier to ensure accuracy of travel documentation and invoicing. Subject to audit, Supplier must meet a 99.9% accuracy rating. | 99.9% accuracy rating  Buyer complaints or issues reported due to this should be reviewed Monthly. | 90% | As per SL1 | 10 Service Credits per inaccurate travel documentation and/or recording of transaction. | All Lots |
| SL10 | Satisfaction Survey | Supplier to conduct user satisfaction survey to review/measure user service performance in the following areas/points:  Annual Buyer Traveller Satisfaction Survey and an Electronic Spot Buyer Traveller Satisfaction Survey:  measures general satisfaction, responsiveness of consultants to special requests, solutions to travelling pax, expertise of consultants, VfM.  Frequency of survey to be determined by the Buyer to a maximum of four surveys annually. Results to be shared with Buyer in a timely manner. | The Buyer’s survey needs to score a minimum average of 7.0 on a scale of 10 (1=Very Dissatisfied and 10=Very Satisfied).  Annual Buyer Traveller Satisfaction Survey to be conducted for Travellers, travel managers annually and travel arrangers needs to score a minimum average of 7.0 on a scale of 10 (1=Very Dissatisfied and 10=Very Satisfied).  Electronic Spot Buyer Traveller Satisfaction Survey to be shared after a Traveller booking (frequency to be agreed during implementation/call-off contract management).  Supplier to send at least 2 reminders per survey to the Travellers. | 5  5 | Successful delivery of areas/points to be evidenced at review meetings by Supplier (e.g. in form of a presentation covering every point listed). | 2,000 Service Credits for achieving 0-3.9 and 1000 credits for achieving 4-6.9 per survey on the Service Level Performance Measure on the individual Buyer level.  Buyer reserves the right to implement an improvement plan Call-Off Schedule 3 (Continuous Improvement) - based on the results. | All Lots |
| SL11 | Lowest Fare Option | The lowest logical fare as per travel policy  must always be offered in offline bookings  whether accepted or not. | Zero complaints on non-compliance with the offline quotation policy to be followed by the Supplier and agreed during implementation. | 5 | Complaints report (frequency to be determined at implementation)  The Buyer reserves the right to audit and spot check the offline booking solutions. | 50 Service Credits per verified complaint | Lots 1, 2,3 |
| SL12 | Reconciliation | Completion of reconciliation requirement as detailed at Paragraph 7.70 of Call-Off Schedule 20 (Call-Off Specification), each Month | 98% of unmatched transactions sent by the Buyer to be matched by the 20th of every Month | 85% | As per SL1 | 100 Service Credits for every 1% below the Service Level Performance Measure | Lot 3 |

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

Example:

* 98% Service Level Performance Measurement required for accurate and timely billing Service Level
* 97.5% actual performance achieved against the Service Level Performance Measurement in a Service Period
* 0.5% below Service Level Performance Measurement requirement
* Assuming 20 Service Credits for every 0.1% below Service Level Performance Measurement
* Service Credit of 0.5% / 0.1% = 5 x 20 = £100 for the Service Level Failure

**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 or such other period agreed between the Parties. 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 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.