SCHEDULE 5

Service Level Agreement

1. **Performance Management Regime Objectives**

1.1 The objective of the performance management regime is to incentivise the Service Provider to meet defined service levels (each a "**Service Level**" or "**SL**") during the Operational Phase.

2. **Performance Management Regime Overview**

2.1 The performance management regime ("**Performance Management Regime**") consists of performance indicators (each a "**Performance Indicator**" or "**PI**"), the start and end points for assessment of PIs (where appropriate), the level of service required and the points to be accrued if the required levels of service performance are not met ("**Service Failure Points**") as set out in this schedule. The table in Annex A to this schedule ("**Table 1**") sets out the performance management regime parameters for the Operational Services.

2.2 Where a Performance Indicator applies to more than one Service Element (a "**Common Performance Indicator**"), the Service Provider shall be measured in respect of each Service Element separately.

2.3 The 'Performance Indicator Title' column in Table 1 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.

2.4 The 'Start Point' column in Table 1 details the time from when the Performance Indicator shall start to accrue the Service Failure Points (the "**Start Point**").

2.5 The 'End Point' column in Table 1 details the time at which the relevant Performance Indicator ceases to be subject to Service Failure Points (the "**End Point**").

2.6 The 'Acceptable Service Level' column in Table 1 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. If the Service Provider achieves Acceptable Service Levels for all of the PIs for a Service Element set out in Table 1, they shall avoid accumulating Service Failure Points for that Service Element and may be eligible for a bonus payment on the incentivised Performance Indicators, for that Service Element, as described in paragraph 2.7.

2.7 The 'Incentive Trigger' column in Table 1 indicates whether the Performance Indicator potentially triggers an Incentive Payment and, if so, what level of performance is required to trigger the Incentive Payment. The Service Provider shall meet the Acceptable Service Levels for all Performance Indicators for that Service Element (including any relevant Common Performance Indicators) and hit

at least one of the Incentive Triggers for that Service Element in order to earn an Incentive Payment. Any Incentive Payment due to the Service Provider shall be paid Monthly in addition to the Service Charges and indicated as a separate line in the relevant Invoice. The Service Provider shall include with such Invoice full details of how the Incentive Payment has been calculated.

2.8   The 'Incentive Weighting' column in Table 1 states the potential Monthly Incentive Payment applicable to each Performance Indicator with an Incentive Trigger, expressed as a percentage of the total bonus pool. The total bonus pool shall be an amount equivalent to ten percent (10%) of the Monthly Operational Charges payable to the Service Provider for the relevant Month.   In no event shall the Service Provider be entitled to claim more than an amount equivalent to ten percent (10%) of the Monthly Operational Charges by way of Incentive Payment.

2.9   Failure to meet the Acceptable Service Level shall result in the Service Provider accumulating Service Failure Points as detailed in Table 1. The number of Service Failure Points accumulated depends on the extent to which the Service Provider has failed to meet the Acceptable Service Level for each PI. For each Performance Indicator there are three (3) Bands of Service Failure Points.

2.10   The 'Band 1' column in Table 1 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. If the Service Provider's performance for a Performance Indicator falls within this Band, the number of Service Failure Points which accrue is calculated by multiplying the number of transactions falling within Band 1 by the Band 1 Service Failure Points.

2.11   The 'Band 2' column in Table 1 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. If the Service Provider's performance for a Performance Indicator falls within this Band, the number of Service Failure Points which accrue is calculated by adding:

    (A)   the number of transactions falling within Band 1 multiplied by the Band 1 Service Failure Points; and

    (B)   the number of transactions falling within Band 2 multiplied by the Band 2 Service Failure Points.

2.12   The 'Band 3' column in Table 1 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. If the Service Provider's performance for a Performance Indicator falls within this Band, the number of Service Failure Points which accrue is calculated by adding:

    (A)   the number of transactions falling within Band 1 multiplied by the Band 1 Service Failure Points;

    (B)   the number of transactions falling within Band 2 multiplied by the Band 2 Service Failure Points; and

(C)   the number of transactions falling within Band 3 multiplied by the Band 3 Service Failure Points.

2.13   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:

$$X = Y \times Z$$

Where:

X =   the monetary value of Service Failure Deductions to be deducted from the Monthly Operational Charges.

Y =   the aggregate Service Failure Points accrued in a particular Month for all Performance Indicators, in accordance with this schedule 5 (Service Level Agreement).

Z =   the value of each Service Failure Point ("**Service Failure Point Value**"), which at the date of this Agreement is one pound Sterling (£1) per Service Failure Point.

2.14   The value of the Service Failure Deductions calculated as due in accordance with paragraph 2.12 shall be deducted from the 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.

2.15   The value of the Service Failure Deductions shall be capped each month at an amount equivalent to twenty percent (20%) of the Monthly Operational Charges for that Month ("**Service Failure Deduction Cap**").

2.16   The Service Provider shall diligently seek to perform and complete each action which is subject to the Performance Management Regime (an "**Action**"), notwithstanding that it shall have accrued Service Failure Points in respect of such Action.

3.   **Start Points, End Points And Temporarily Closed Items**

3.1   For the purposes of the Performance Indicators, in respect of any Action:

(A)   The 'Start Point' of a particular Action shall be whenever the Service Provider commenced or should have commenced its undertaking, as indicated in Table 1.

(B)   The 'End Point' of a particular Action shall be whenever the Service Provider successfully completes the Action, as indicated in Table 1.

3.2   If an Action has not been successfully completed on or before the Performance Indicator Report Date in respect of a particular Month:

(A)   the relevant Action shall be deemed 'temporarily closed' and shall be treated

as if the End Point for that Action was the last day of that Month for the purposes of calculation of the relevant Performance Indicator for that Month. For the avoidance of doubt Service Failure Points may accrue to 'temporarily closed' Actions; and

(B)   once the End Point for that Action is actually achieved the calculation of the relevant Performance Indicator shall be applied to the actual time from the relevant Start Point to the relevant End Point. Service Failure Points shall accrue and shall be applied in accordance with the relevant Performance Indicator (if appropriate) provided that all Service Failure Points accrued in respect of the particular Action in earlier Months shall be taken into account when calculating the Service Failure Points that accrue once the relevant End Point for that Action has been achieved.

4.   **Performance Monitoring**

4.1   The Service Provider shall accurately document all processes for the identification of performance against the PIs in accordance with schedule 10 (Contract Management and Reporting).

4.2   Performance by the Service Provider in meeting the Service Levels in respect of each PI shall be monitored and assessed monthly in accordance with schedule 10 (Contract Management and Reporting).

4.3   The Service Provider shall measure and provide such data as is reasonably required by TfL for the purposes of monitoring the performance of the Service Provider in meeting the Service Levels and PIs.

4.4   If, as part of a quality monitoring exercise carried out in accordance with the Statement of Requirements, it is found that the Service Provider's performance is lower than reported, and on the basis of the sample used in such exercise, the Service Provider has not met one or more of the Acceptable Service Levels:

(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 the difference between this figure and the amount of Service Failure Points actually applied shall be calculated and any corresponding Service Failure Deductions shall be added to the Service Failure Deductions due and 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 the value of (B) above, together with interest on the aggregate, calculated at the Interest Rate, from the end of the relevant Month or Months to the date of the Invoice for the then current month, which amount shall be deemed to be, and treated as, Service Failure Deductions.

4.5   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:

(A)   consider all reasonable requests;

(B)   use reports from Other Service Providers to validate the information supplied by the Service Provider; and/or

(C)   agree a reduced level of required performance in relation to such Data for the duration that it was lost or reject such requests.

5.   **Changes to Performance Indicators**

5.1   TfL 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 Bands, the Service Failure Points, the Incentive Triggers, the Incentive Weightings, the bonus pool, 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 PIs, shall be implemented in accordance with the Change Control Request Procedure.

6.   **Further Details Relating To The PIs**

The following clarifications and additional obligations on the Service Provider relate to the PIs referred to in Table 1 set out in Annex A to this schedule:

General

The clarifications and additional obligations detailed in the following paragraphs apply to all PIs referred to in Table 1 set out in Annex A to this schedule:

G.1   Where the details of a PI refer to an exclusion for the failure of systems outside the Service Provider's control, this shall only apply to failure by a Communications Provider or Detection and Enforcement Infrastructure Service Provider that directly results in a failure by the Service Provider to achieve the Acceptable Service Level. In such circumstances, the Service Provider shall be deemed to have met the relevant Acceptable Service Level in the relevant Month notwithstanding the failure but shall not be entitled to any Incentive Payment. The Service Provider shall only be entitled to rely upon such exclusion if it fully complies with, and subject to, the provisions of clause 68A (TfL Events) and 56 (Business Continuity);

G.2   For the purposes of Table 1 and the other provisions of this schedule "**Internet Service**" shall mean the service provided to Customers via each and all of the Web pages hosted or provided by or on behalf of the Service Provider;

G.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 Service enquiry form is received in the Service Provider's (or Sub-Contractor's) mailbox. The Service Provider shall ensure that any and 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 shall be deemed, in respect of the relevant item, a Band 3 Failure by the Service Provider to meet the Acceptable Service Level for the purpose of calculating Service Failure Points in respect of that item;

G.4   The provisions of clauses 68 (Compensation Events), 68A (TfL Events) and 70 (Force Majeure) shall, provided the Service Provider fully complies with its obligations thereunder, apply to the PIs directly affected by Compensation Events, TfL Events and Force Majeure Events; and

G.5   Periods for planned or scheduled downtime, agreed with TfL in advance, shall be kept to a minimum and shall be carried out between 00.31 and 05:59 inclusive.

General PI for all Service Elements

GPI 1   Contract Compliance

GPI 1.1   The Service Provider shall at all times comply fully with this Agreement.

GPI 1.2   A "high severity" breach of this PI is defined as:

(A)   a breach of this Agreement which results in a critical element of the Services or the relevant sub-service being likely to be prevented from functioning or being performed; or

(B)   a breach of this Agreement which results or is likely to result in a severe impact on the public or TfL, as determined by TfL (acting reasonably); or

(C)   a failure by the Service Provider to rectify any medium severity breach (as defined below) (and the causes of such breach) within ten (10) Working Days.

GPI 1.3   A "medium severity" breach of this PI is defined as:

(A)   a breach of this Agreement which results in Services still functioning with a workaround, however the functionality or performance is or is likely to be materially impacted by the breach;

(B)   a breach of this Agreement which results or is likely to result in a material impact on the public or on TfL, as determined by TfL (acting reasonably); or

(C)   a failure by the Service Provider to rectify any low severity breach (as defined below) (and the causes of such breach) within ten (10) Working Days.

GPI 1.4   A "low severity" breach of this PI is defined as a breach of this Agreement which results in Services still functioning, however there is or is likely to be a minor functionality or performance impact, as determined by TfL (acting reasonably).

GPI 1.5   In the event that GPI 1 is breached as described in GPI 1.2, GPI 1.3 and/or GPI 1.4 above, and the event giving rise to such breach also results or has resulted in Service Failure Points being accrued under any other PI or PIs in the same Month, then, in relation to such breach, only the Service Failure Points accruing in relation to those other PIs shall apply and no additional Service Failure Points shall accrue in respect of GPI 1 in that Month.

GPI 2   Interface Caller Performance

GPI 2.1   The Service Provider shall be assessed on the percentage of requests to each Interface that they are required to make which are issued within a given timeframe.

GPI 2.2   The Interfaces, their classification into types, and their expected usages are defined in the Operations Catalogue. The Interfaces which each Service Element may use are defined in the Interface Catalogue.

GPI 2.3   Once the expected usage conditions for an interface call to a particular Interface have been met the Service Provider is required to issue the call within the targets provided in GPI 2.8.

GPI 2.4   In each case the Start Point shall be the earliest time at which the conditions for that Interface, as defined under "expected usage" in the Operations Catalogue, are met.

GPI 2.5   The End Point shall be the time at which the request is put on the sender's outbound queue or file store (defined as T_1 in figure 1 of Annex B to this schedule).

GPI 2.6   The Service Provider's performance shall be measured Monthly.

GPI 2.7   Performance times shall be determined by Industry Standard Automated System Performance Reports, to be provided by the Service Provider and made available to both the Service Provider and TfL. The format and content of these reports shall be designed by the Service Provider and agreed with TfL at least three (3) Months before the Planned Operational Commencement Date.

GPI 2.8

Ref	Interface Type	Metric	Target
GPI 2A	A	time < five (5) minutes	100%
GPI 2B3	B3	time of 99th percentile	< five (5) seconds
GPI 2B4	B4	time of 99th percentile	< thirty (30) minutes
GPI 2C	C	time	< one (1) hour or as otherwise expressly agreed in writing by TfL from time to time
GPI 2D	D	time	< one (1) hour or as otherwise expressly agreed in writing by TfL from time to time
GPI 2E	E	time	< three (3) hours or as otherwise expressly agreed in writing by TfL from time to time
GPI 2F	F	time of 99th percentile	< one (1) minute

Note: for the purposes of this GPI "time of 99th percentile" shall be defined as the lowest period of time such that 99% of all instances have a duration which is not greater than it.

GPI 3   Interface Response Performance

GPI 3.1   The Service Provider shall be assessed on the percentage of requests which complete within a given timeframe for each Interface that they are required to provide.

GPI 3.2   The Interfaces, their classification into types, and their expected usages are defined in the Operations Catalogue. The Interfaces which each Service Element must provide are defined in the Interface Catalogue.

GPI 3.3   The Service Provider is required to process all calls to each Interface within the targets provided in GPI 3.8.

GPI 3.4   The start point shall be the earliest time at which the request is received by any of the Service Systems. For message-based interfaces this shall be the time at which the message is put on the recipient's inbound queue (defined as T_2 in figure 1 of Annex B to this schedule).

GPI 3.5   The end point shall be the time at which all work required to satisfy the request, as defined under "expected usage" in the Operations Catalogue, has been completed. For this purpose the work involved in sending any reply shall be deemed complete when it is transmitted to the appropriate recipient's outbound queue or file store. For message-based interfaces this shall be the time at which the message is put on the recipient's outbound queue (defined as T_7 in figure 1 of Annex B to this schedule).

GPI 3.6   The Service Provider's performance shall be measured Monthly.

GPI 3.7   Performance times shall be determined by Industry Standard Automated System Performance Reports, to be provided by the Service Provider and made available to both the Service Provider and TfL. The format and content of these reports shall be designed by the Service Provider and agreed with TfL at least three (3) Months before the Planned Operational Commencement Date.

GPI 3.8

Ref	Interface Type	Metric	Target
GPI 3A	A	time < five (5) minutes	100%
GPI 3B1	B1	time of 99th percentile	< one (1) second
GPI 3B2	B2	time of 99th percentile	< five (5) seconds
GPI 3B3	B3	time of 99th percentile	< five (5) seconds
GPI 3B4	B4	time of 99th percentile	< thirty (30) minutes
GPI 3B5	B5	time of 99th percentile	< ten (10) seconds
GPI 3C	C	time	< three (3) hours
GPI 3D	D	time	< three (3) hours
GPI 3E	E	time	< three (3) hours
GPI 3F	F	time of 99th percentile	< one (1) minute

Note: for the purposes of this GPI "time of 99th percentile" shall be defined as the lowest period of time such that 99% of all instances have a duration which is not greater than it.

GPI 4   Interface Timeouts

GPI 4.1   The Service Provider shall be assessed on the percentage of requests which do not complete within a given timeframe for the Interfaces that they are required to provide.

GPI 4.2   The Interfaces, their classification into types, and their expected usages are defined in the Operations Catalogue. The Interfaces which each Service Element must provide are defined in the Interface Catalogue.

GPI 4.3   The permitted timeout periods on each Interface shall be as defined in GPI 4.7.

GPI 4.4   The start and end points shall be as defined in GPI 3.4 and GPI 3.5.

GPI 4.5   The Service Provider's performance shall be measured Monthly.

GPI 4.6   Performance times shall be determined as defined in GPI 3.7.

GPI 4.7

Ref	Interface Type	Timeout period
GPI 4A	A	30 minutes
GPI 4B1	B1	20 seconds
GPI 4B2	B2	20 seconds
GPI 4B3	B3	20 seconds
GPI 4B4	B4	120 minutes
GPI 4B5	B5	30 seconds
GPI 4C	C	6 hours
GPI 4D	D	6 hours
GPI 4F	F	10 minutes

GPI 5   Message Acknowledgements

GPI 5.1   The Service Provider shall be assessed on the percentage of the messages that they receive which are acknowledged within a given timeframe.

GPI 5.2   The recipient shall send an acknowledgement message to the originator of all non-acknowledgement messages.

GPI 5.3   The Service Provider shall send all acknowledgement messages within one (1) second.

GPI 5.4   The start point shall be the earliest time at which the message is received by the Service Provider's systems. For message-based interfaces this shall be the time at which the message is put on the recipient's inbound queue (defined as T_2 in figure 1 of Annex B to this schedule).

GPI 5.5   The end point shall be the time at which the acknowledgement message is transmitted to the appropriate recipient's inbound queue or file store. For message-based interfaces this shall be the time at which the acknowledgment message is put on the recipient's outbound queue (defined as T_7 in figure 1 of Annex B to this schedule).

GPI 5.6   The Service Provider's performance shall be measured Monthly.

GPI 6   Accuracy of MIS Data

GPI 6.1   The Service Provider shall provide complete and correct Data in the form of regular Data transfers and ad-hoc Data requests as defined in the Statement of Requirements.

GPI 6.2   This PI measures the percentage accuracy of MIS Data each Month.

GPI 6.3   The percentage accuracy is calculated as:

(1 - Number of data records in SubmitMISDataCorrection / Number of data records in SubmitMISData) x 100

GPI 6.4 Where TfL identifies any inaccuracies which are affecting the reported performance of the Service Provider against the PIs, TfL shall be entitled to make such adjustments to the relevant PI(s) as it deems reasonably appropriate in order to take account of such inaccuracies.

GPI 7   Adherence to Fix Times

GPI 7.1 The Severity of an Incident shall be determined as defined in schedule 1 (Definitions).

GPI 7.2 The time to resolve an Incident is the time from any person raising the Incident to the time the Incident is resolved and closed. An Incident is considered to be resolved and closed when corrective action has been completed, Tested and the Incident properly recorded as closed in the Issue Management Log by the Service Provider with the express written agreement of TfL, which agreement may be given retrospectively.

GPI 7.3 The time at which an Incident is logged in the Incident Management Log is the earliest of: (i) an alarm being generated by any element of the Service; (ii) notification of an Incident being provided to the Service Provider; (iii) any of the applications or Services becoming unavailable; or (iv) where an Incident is raised by Service Provider staff.

GPI 7.4 This Performance Indicator shall be measured for each Incident arising, regardless of Severity. The required fix time for each Severity is set out in the Statement of Requirements.

PIs Common to the Business Operations and Enforcement Operations Service Elements

The following Performance Indicators are applicable to both the BOps and EOps Service Elements:

PI 1   Contact Centre Availability

PI 1.1 Contact Centre availability is defined as the proportion of time over a selected thirty (30) calendar day period that the Contact Centre is available to receive Customer calls.

PI 1.2 The thirty (30) calendar day period is selected by considering each thirty (30) calendar day period which ends on a day of the current reporting Month and selecting the thirty (30) calendar day period with the lowest availability.

PI 1.3 If Service Failure Points accrued under PI 1 for any day or days falling in the previous Month, the thirty (30) calendar day periods considered above shall be calculated so as to only include those periods that do not overlap with the selected thirty (30) calendar day period from the previous Month.

PI 1.4 "Available to receive Customer calls" means that Customers are able to

successfully connect to the IVR system or a CSR (during Contact Centre opening hours as defined in the Statement of Requirements), as selected by the Customer.

PI 1.5   The Acceptable Service Level for Contact Centre availability is 99.9% over the selected thirty (30) calendar day period.

PI 1.6   Each thirty (30) calendar day period to be considered includes weekend days and public holidays.

PI 1.7   Availability shall be determined by Industry Standard Automated System Performance Reports, to be provided by the Service Provider and made available to both the Service Provider and TfL.

PI 2(A)   Internet Service Availability (Daily cap)

PI 2(A).1 The Service Provider shall ensure that the Internet Service shall not be unavailable for more than twenty (20) minutes either in aggregate per calendar day or in one single incident.

PI 2(A).2 Availability shall be determined on the performance of a sample of web pages, as specified by TfL, using Industry Standard Automated System Performance Reports, to be provided by the Service Provider and made available to both the Service Provider and TfL. Internet Service availability excludes periods for Planned Downtime and failure of systems outside of the control of the Service Provider (e.g. beyond the communications device located at the Service Provider's internet service provider).

PI 2(A).3 The web pages included in the sample may be varied from time to time with the agreement of both TfL and the Service Provider.

PI 2(A).4 PI 2(A) and PI 2(B) shall apply independently provided that once a breach of PI 2(B) has occurred in the relevant Month, without prejudice to such Service Failure Points already accrued under PI 2(A) prior to breach of PI 2(B), PI 2(B) shall apply and PI 2(A) shall cease to apply for that Month.

PI 2(B)   Internet Service Availability (Monthly availability)

PI 2(B).1 The Service Provider shall ensure that the availability of the Internet Service shall be greater than 99.9% per Month.

PI 2(B).2 Availability shall be determined on the performance of a sample of web pages, as specified by TfL, using Industry Standard Automated System Performance Reports, to be provided by the Service Provider and made available to both the Service Provider and TfL. Internet Service availability excludes periods for Planned Downtime and failure of systems outside of the control of the Service Provider (e.g. beyond communications device located at the Service Provider's internet service provider).

PI 2(B).3 The web pages included in the sample may be varied from time to time

with the agreement of both TfL and the Service Provider.

PI 2(B).4   PI 2(A) and PI 2(B) shall apply independently provided that once a breach of PI 2(B) has occurred in the relevant Month, without prejudice to such Service Failure Points already accrued under PI 2(A) prior to breach of PI 2(B), PI 2(B) shall apply and PI 2(A) shall cease to apply for that Month.

PI 3   Internet Service Average Response Time

PI 3.1   The Service Provider shall ensure that 99.9% of all requests per calendar day are processed in less than one (1) second.

PI 3.2   Response times shall be determined on the performance of HTTP and HTTPS web pages as specified by TfL before the Operational Commencement Date. The web pages may be varied from time to time by the agreement of both TfL and the Service Provider.

PI 3.3   Response times shall be determined by Industry Standard Automated System Performance Reports, to be provided by the Service Provider and made available to both the Service Provider and TfL. The format and content of these reports shall be designed by the Service Provider and agreed with TfL at least three (3) Months before operational commencement date.

PI 3.4   The total request response time is calculated as the total elapsed time in seconds between the last byte of the page request being transmitted and the last byte of the requested page being received, as measured on a client machine connected to the network of the internet service provider used by the Service Provider. The average request response time is calculated as the total request response time divided by the number of requests.

PI 3.5   Total request response time does not include the time such request is within the Core IT System.

PI 4   Blocked Calls

PI 4.1   "Blocked Calls" are calls which, on dialling the Contact Centre(s) number(s) or choosing an option from the Service Provider IVR, the caller is presented with a dead line, engaged tone or message that all the lines are busy.

PI 4.2   The Service Provider shall ensure that no more than 0.1% of all calls, per calendar day, made to each Contact Centre are "Blocked Calls".

PI 4.3   Planned Downtime is excluded from this measure.

PI 5   Abandon Rate

PI 5.1   "Abandoned Calls" are calls where the caller hangs up before the call is answered by a Customer Services Representative, excluding any calls abandoned before entering an IVR system queue.

PI 5.2   The Service Provider shall ensure that no more than 3% of all calls, per calendar day, made to each Contact Centre at any time shall be "Abandoned Calls".

PI 5.3   Planned Downtime is excluded from this measure.

PI 6   Queuing Time Objective

PI 6.1   99.9% of calls into each Contact Centre per day shall be answered by the Service Provider's CSRs within one hundred and eighty (180) seconds of the call being received on the switch at the relevant Contact Centre.

PI 6.2   80% of calls into each Contact Centre per day shall be answered by the Service Provider's CSRs within twenty (20) seconds of the call being received on the switch at the relevant Contact Centre.

PI 6.3   The length of time taken to deliver the data protection message and first level IVR system message shall not be included in the PI calculation. Where calls are queued from the IVR system, when a Customer chooses to redirect the call to a CSR, the period measured shall be from the moment the Customer redirects the call using the relevant IVR option.

PI 7   Data Entry Integrity

PI 7.1   This PI measures the total percentage of corrections to selected Customer account data fields, as determined by TfL, made each month to data entered by the Service Provider's CSRs.

PI 7.2   The data fields to be used for this measure include but are not limited to:

(A)   Title, first name and surname;

(B)   Company name;

(C)   Address (inc post code);

(D)   Daytime telephone number;

(E)   Mobile telephone number;

(F)   E-mail address

(G)   VRM(s);

(H)   Make/model for each VRM;

(I)   Tag IDs registered to the account;

(J)   Debit or credit card details;

(K)   Top-up amount;

(L)   PIN number;

(M)   Discount type;

(N)   Account category;

(O)   Name of organisation;

(P)   Trading name;

(Q)   Type of business;

(R)   Expiry date for each VRM;

(S)   Status for each VRM;

(T)   type of proof;

(U)   Blue Badge number;

(V)   Parking permit number;

(W)   PCN number;

(X)   Customer number;

(Y)   Monthly billing/payment date; and

(Z)   Account status.

PI 7.3   Only corrections due to Service Provider Error (as determined in accordance with paragraph PI 7.5) shall be included in this measure.

PI 7.4   The total percentage of corrections, due to Service Provider Error, is calculated as the number of corrections, due to Service Provider Error, made to Customer details per Month divided by the total number of data entries made by the Service Provider's CSRs per Month multiplied by 100.

PI 7.5   The question of whether a data correction is due to "Service Provider Error" shall be determined by reference to a list of reason codes for data correction, to be determined by TfL, and as may be further determined by TfL from time to time.

PI 8   Data Protection Subject Access Requests

PI 8.1   The Service Provider shall accumulate Service Failure Points for each calendar day a response to a Subject Access Request is late, where providing a response is the responsibility of the Service Provider under schedule 15 (Information Compliance).

PI 8.2   Where the Service Provider is sending a response direct to the individual who has made a Subject Access Request, the Service Provider shall ensure that the response (including confirmation (if relevant) that no data has been found) shall be sent to the individual within ten (10) calendar days of his or her request having been received by the Service Provider.

PI 9 **Freedom of Information Act, Environmental Information Regulations, Reuse of Public Sector Information Regulations Requests and Data Protection Subject Access Requests by TfL or an Other Service Provider**

PI 9.1   Where TfL or an Other Service Provider requests information from the Service Provider in relation to an Information Request or a Subject Access Request, all information relevant to a request shall be retrieved and provided to TfL by the Service Provider within five (5) Working Days (or such other period as the Parties may expressly in writing agree) of TfL or an Other Service Provider requesting it.

PI 10 **Freedom of Information Act, Environmental Information Regulations and Reuse of Public Sector Information Regulations Requests by the Public**

PI 10.1   All Information Requests received directly by the Service Provider shall be forwarded to TfL by the Service Provider within two (2) Working Days. Elapsed time for this PI 10 is independent of the elapsed time for PI 9.

PI 11 **Data Protection Breaches**

PI 11.1   This PI measures failures by the Service Provider to work within the requirements of the Data Protection Act including but not limited to failure to provide or to restrict provision of (as appropriate) Personal Data to a Data Subject, failure to update Personal Data correctly, unauthorised disclosure of Personal Data and failure to issue all held Personal Data in response to a Subject Access Request.

PI 11.2   A "high severity" breach of this PI is defined as:

(A)   any breach where TfL deems it necessary to inform the Information Commissioner; or the Information Commissioner contacts TfL and, in either case, a breach is confirmed; or

(B)   any breach that results in the commission of a criminal offence under the Data Protection Act; or

(C)   any breach where a successful claim for compensation is made under the Data Protection Act (in which case Service Failure Points shall accrue in addition to any costs recovered from the Service Provider in respect thereof); or

(D)   any breach where evident harm e.g. loss of money; unwarranted distress; damage has been caused to an individual as a result of that breach; or

(E)   failure to rectify Data Protection Act breaches (and the causes of those breaches) within the timescales stipulated by TfL; or

(F)   any breach that results, in TfL's opinion, in adverse publicity; or

(G)   any breach where more than one thousand (1,000) people are affected.

PI 11.3   A "medium severity" breach of this PI is defined as any single breach affecting more than ten (10) people but not resulting in any of the outcomes stipulated for high severity.

PI 11.4   A "low severity" breach of this PI is defined as any breach affecting an individual or up to nine (9) individuals but not resulting in any of the outcomes stipulated for high severity.

PI 11.5   The Service Provider shall report any breach of the Data Protection Act within twelve (12) Working Hours following the point at which the breach comes to the attention of any of the Service Provider's Personnel.

PI 12   Timely, Complete and Correct Provision of Reports

PI 12.1   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, in the form of Performance Reports, pre-defined reports, ad-hoc queries, ad-hoc reports, Incident Reports and reports on Data protection breaches.

PI 12.2   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 PI shall be measured.

PI 12.3   In the instance where a report is late, incomplete or inaccurate and remains so across more than one consecutive reporting period, the Band to which further Working 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; see example below:

In June only one report is overdue: the "Ad Hoc Report 1" is due on June 22nd, but is outstanding on June 30th – 6 Working Days late (Band 1). The Service Failure Points (SFDs) are calculated based on the following formula:

(5 Working Days late * Band 1 SFPs) + (1 Working Day late * Band 2 SFPs)

In July "Ad Hoc Report 1" is delivered on July 15th, a further 11 Working Days late. The Band for applying the Service Failure Points shall be calculated based on the following calculation:

(11 July Working Days late + 6 June Working Days late)

= 17 Days

The Service Failure Point calculation is

Band 1 days 1-5 = 5 days

Band 2 days 6-10= 5 days

Band 3 days 11-17 = 7 days

The calculation is therefore:

(5 days * Band 1 SFPs) + (5 days * Band 2 SFPs) + (7 days * Band 3 SFPs) – June SFPs incurred

= (4 days * Band 2 SFPs) + (7 days * Band 3 SFPs)

PI 12.4   For the avoidance of doubt the number of allowed days late applies across all reports in the relevant reporting period rather than per report.

PI 13(A)   System Availability – TfL's Access (Daily cap)

PI 13(A).1   The Service Provider shall ensure that the Service Systems shall not be unavailable to TfL for more than thirty (30) minutes either in aggregate per calendar day or in one single incident.

PI 13(A).2   The Service Provider shall be assessed under this PI on the availability, to TfL, of systems, transactional interfaces with third parties and batch interfaces.

PI 13(A).3   System availability shall be determined by Industry Standard Automated System Performance Reports, to be provided by the Service Provider and made available to both the Service Provider and TfL.

PI 13(A).4   PI 13(A) and PI 13(B) shall apply independently provided that once a breach of PI 13(B) has occurred in the relevant Month, without prejudice to such Service Failure Points already accrued under PI 13(A) prior to breach of PI13(B), PI 13(B) shall apply and PI 13(A) shall cease to apply for that Month.

PI 13(B)   System Availability – TfL's Access (Monthly availability)

PI 13(B).1   The Service Provider shall ensure that the availability of the Service Systems to TfL shall be greater than 99.5% per Month.

PI 13(B).2   The Service Provider shall be assessed on the availability, to TfL, of systems, transactional interfaces with third parties and batch interfaces.

PI 13(B).3   System availability shall be determined by Industry Standard Automated System Performance Reports, to be provided by the Service Provider and made available to both the Service Provider and TfL.

PI 13(B).4   PI 13(A) and PI 13(B) shall apply independently provided that once a breach of PI 13(B) has occurred in the relevant Month, without prejudice to such Service Failure Points already accrued under PI 13(A) prior to breach of PI 13(B), PI 13(B) shall apply and PI 13(A) shall cease to

apply for that Month.

PIs Specific to the Enforcement Operations Service Element

EPI 1   Timely Processing of Contravention Candidates

EPI 1.1   In respect of Contravention Candidates identified in the Core IT Systems, the Service Provider is responsible for correctly processing all Contravention Candidate records (i.e. accepting that the VRM interpretation is correct, rejecting the case back to Core IT Systems as incorrect or other action as identified in the SOR).

EPI 1.2   The Service Provider shall correctly process 100% of Contravention Candidate records received within twenty-four (24) hours of the time at which each record is received from the Core IT Systems.

EPI 2   Timely Issue of Enforcement Documentation

EPI 2.1   The date on which the following enforcement documentation is due shall be determined by the type of enforcement documentation, as set out below:

(A)   100% of PCNs shall be issued by the Service Provider within two (2) Working Days of confirmation by the Service Provider that a Contravention Candidate is a Contravention;

(B)   The date on which Charge Certificates are due is thirty-five (35) calendar days from the PCN issue date or the date the Representation is rejected or the date the Appeal is refused, or the end of a suspension period following a PCN query (as referred to in the Statement of Requirements), whichever is the later.

(C)   "Notice to owner due date" and "enforcement notice due date" are each thirty-five (35) calendar days from the PCN issue date or the date the Representation is rejected or the date the Appeal is refused, or the end of a suspension period following a PCN query, whichever is the later.

EPI 2.2   In respect of all enforcement documentation listed above, the End Point shall be the date of postage.

EPI 3   Timely Issue of Orders for Recovery and Warrants of Execution

EPI 3.1   Orders for Recovery shall be issued by the Service Provider within twenty five (25) calendar days of the date of postage of the Charge Certificate unless otherwise expressly in writing instructed by TfL.

EPI 3.2   In cases where the Registered Keeper is resident within the UK but outside England and Wales the file, referred to in requirement 5.3.5 of the Statement of Requirements, must be created within twenty-five (25) calendar days of the date of postage of the Charge Certificate.

EPI 3.3   The End Point for Orders for Recovery is the date of postage.

EPI 3.4   Warrants of Execution shall be issued by the Service Provider within forty two (42) calendar days from the date of postage of the Order for Recovery.

EPI 3.5   The End Point for Warrants of Execution is the date of transfer to the Bailiff or debt collector.

EPI 4   Penalty Charge Cancellation due to Service Provider Error

EPI 4.1   The question of whether a Penalty Charge cancellation is due to "Service Provider Error" shall be determined by reference to a list of reason codes for Penalty Charge cancellation corresponding to the reasons set out below and as may be further determined by TfL from time to time.

EPI 4.2   The reasons referred to in paragraph EPI 4.1 above are:

(A)   Penalty Charge Notices issued incorrectly due to Contravention Validation and Verification Check (being a sample check of the post DVLA manual checked images) error; or

(B)   Appeals non-contested due to poor or incorrect Representation response; or

(C)   Penalty Charge Notices not issued or received due to Service Provider error; or

(D)   Statutory Declaration appeals non-contested due to Service Provider error; or

(E)   Penalty Charge Notices cancelled due to incorrect information, advice or poor customer service; or

(F)   Penalty Charge Notices cancelled due to payment receipting error or failure; or

(G)   Representation accepted due to Service Provider error; or

(H)   Appeal allowed by an adjudicator due to Service Provider error.

EPI 5   Accurate and Timely Handling and Response to Enforcement Operations Enquiries

EPI 5.1   "Accurate handling" means that the Enquiry has been correctly receipted, logged onto the system, processed and responded to with the correct response to the correct Customer.

EPI 5.2   The Service Provider shall respond to all enforcement-related enquiries within ten (10) Working Days of receipt.

EPI 5.3   In respect of EPI 5 "Enquiries" include all enforcement-related enquiries

by any channel with the exception of:

    (A)   Statutory Declarations; and

    (B)   Representations.

EPI 5.4   The End Point shall be the date of the correct response to the Customer by the appropriate channel, as defined in the Statement of Requirements.

EPI 6   Timely Representations Processing

EPI 6.1   The Start Point shall be the date on which the Representation is received by the Service Provider or any Sub-Contractor

EPI 6.2   All Representations shall be appropriately and correctly processed in accordance with the provisions of requirement E254a of the Statement of Requirements within fifteen (15) Working Days.

EPI 6.3   The End Point shall be the date of response to the Customer by the appropriate channel, as defined in the Statement of Requirements.

EPI 7   PCN Re-issue

EPI 7.1   All PCNs shall be correctly recorded and re-issued by the Service Provider with the correct response to the correct Registered Keeper/ Person Liable within the required timescales (as specified below) and the systems updated correctly.

EPI 7.2   The Service Provider shall re-issue PCNs within three (3) Working Days of:

    (A)   receipt of the relevant Statutory Declaration; or

    (B)   a Representation being accepted; or

    (C)   request by TfL; or

    (D)   a relevant Customer enquiry (including but not limited to a change of address); or

    (E)   an Appeal, where reissue of the PCN is appropriate.

EPI 7.3   The End Point shall be the date of postage.

EPI 8   Timely Appeals and Appeal Event Notification Processing

EPI 8.1   The Service Provider shall, within seven (7) calendar days of the Start Point specified below:

    (A)   produce and despatch Appeal Packs (including in respect of Appeals required in response to Statutory Declarations);

    (B)   respond to all relevant Appeals notifications such as adjournment

requests, new hearing dates, requests for additional information, costs cases, reviews of Appeal decisions relating to appeal; and

(C)   produce and despatch notifications of "non contested" Appeals;

EPI 8.2   The Start Point is the date of receipt of the Appeal notification or other communication from the Adjudication Service.

EPI 8.3   The End Point is either the date of despatch to the Adjudication Service, or to the appellant, whichever is the later.

EPI 9   Accurate Appeals Processing

EPI 9.1   "Accurate Appeals processing" means all information and evidence relating to the Appeal has been despatched to the Adjudication Service and the correct appellant in accordance with the Statement of Requirements.

EPI 9.2   This PI shall be measured by TfL Personnel who shall undertake Monthly reviews of dispatched Appeal Packs and identify Appeal Packs which have been dispatched without all required evidence which are deemed to be below an acceptable standard, as determined by TfL.

EPI 9.3   The level of errors identified during each Month shall be applied across the total number of Appeal Packs processed during the relevant Month and the "per item" deduction applied to all cases. For example, from a sample of 100 cases, 5 (5%) are found to be incorrect. In the Month a total of 1,000 packs were processed and, as a result, the relevant Service Failure Point is applicable to 50 items.

EPI 9.4   Each sample shall be a minimum of 5% of the total cases for a Month or 50 cases per Month whichever is the lower.

EPI 10   Correspondence

EPI 10.1   The Service Provider shall scan all enforcement-related correspondence (irrespective of channel and of type) onto the EOps Systems and shall apply the correct process to all such correspondence as follows:

(A)   in respect of an Enforcement Payment, the Service Provider shall apply the correct amount to the correct PCN and suspend the Enforcement Process; and

(B)   in respect of all other Enforcement correspondence the Service Provider shall record receipt of the correspondence and shall suspend the Enforcement Process,

no later than midnight on the day of receipt.

EPI 10.2   Correspondence types include but are not limited to all Appeals, payments, correspondence, Statutory Declarations and requests from TfL in relation to the Enforcement Operations Service Element.

EPI 11   Quality Benchmarking

EPI 11.1   TfL shall monitor aspects of the Enforcement Operations Service each month in accordance with the Statement of Requirements. These activities shall include, but not be limited to:

  (A)   Contravention Validation and Verification Checks;

  (B)   quality of responses;

  (C)   quality of calls;

  (D)   reason code recording; and

  (E)   complaints.

EPI 11.2   Each sample shall be a minimum of 5% of total cases in a Month or fifty (50) cases per Month whichever is the lower, as determined by TfL.

EPI 11.3   Where TfL identifies any inaccuracies which are affecting the reported PI performance, TfL shall be entitled to make such adjustments to the relevant PI(s) as it deems reasonably appropriate in order to take account of such inaccuracies.

EPI 12   Requests from TfL

EPI 12.1   The Service Provider shall accurately process all requests received from TfL including, but not limited to, requests to:

  (A)   cancel PCNs;

  (B)   write off PCNs;

  (C)   suspend PCNs;

  (D)   scan and associate documents to the enforcement system;

  (E)   amend and update keeper details;

  (F)   amend system parameters;

  (G)   amend existing letters and paragraphs; or

  (H)   add new letters or paragraphs.

EPI 12.2   The Start Point is the date the request is made.

EPI 12.3   The End Point is the date the action has been successfully completed, where 'successfully' means to TfL's satisfaction.

EPI 12.4   The due date is either: (i) as defined in the Statement of Requirements; or (ii) within five (5) Working Days, or such other period as the Parties may expressly in writing agree, where there is no due date defined in the

Statement of Requirements.

EPI 13   Timely and Accurate application of Payments and Refunds

EPI 13.1   In respect of an Enforcement Payment, through all channels other than postal (which is covered by EPI 10) the Service Provider shall apply the correct amount to the correct PCN and suspend the Enforcement Process on the calendar day of receipt.

EPI 13.2   All refunds shall be issued by the Service Provider within twenty-four (24) hours of authorisation.

PIs Specific to Business Operations Service Element

BPI 1   Requests for Consideration

BPI 1.1   95% of all Enquiries or Complaints (by email, Internet Service or post) shall be accurately responded to by the Service Provider within three (3) Working Days of receipt.

BPI 1.2   All postal channel Enquiries or Complaints shall be accurately responded to by the Service Provider within ten (10) Working Days of receipt

BPI 1.3   All e-mail and Internet Service Enquiries or Complaints shall be accurately responded to by the Service Provider within five (5) Working Days of receipt.

BPI 1.4   "Accurately responded to" means that a complete reply to the Enquiry or Complaint, addressing all points raised and providing advice in line with the CC Scheme Order or LEZ Scheme Order (as appropriate) and TfL guidance, has been sent by the Service Provider.

BPI 1.5   The processing time shall be measured as the elapsed time and date received on the inbound Enquiry or Complaint until the time and date recorded on the response when despatched.

BPI 1.6   Enquiries or Complaints which cannot be accurately responded to by the Service Provider may be escalated by the Service Provider to TfL. The time the Enquiry or Complaint is with TfL is excluded from the processing time.

BPI 2   Valid Customer Complaints

BPI 2.1   A Valid Customer Complaint is defined as a complaint by a Customer regarding an aspect of the Service Provider's performance including:

    (A)   the provision of incorrect information;

    (B)   failures to take account of relevant matters in coming to a decision;

    (C)   offensive/insensitive behaviour;

(D)   malice or bias or unfair discrimination; or

(E)   failure to respond to the customer,

by the Service Provider or its Personnel, where the Customer has made a complaint to TfL, the GLA, the Mayor of London's office, the London Transport Users' Committee or the Local Government Ombudsman, because the Service Provider has not responded appropriately to the Customer under the terms of TfL's complaints procedure for the Schemes.

BPI 2.2   The number of Valid Customer Complaints shall be expressed as a percentage of the total number of requests for consideration received by the Service Provider (across all relevant channels) in the relevant Month, as referred to in the Priced Processes.

BPI 2.3   The complaint types that shall be included in the measurement of this PI shall, for the avoidance of doubt, include all complaint types unless otherwise expressly agreed in writing by TfL.

BPI 2.4   This measure only includes complaints relating to the Services.

BPI 2.5   Multiple complaints regarding the same problem shall be counted as one complaint. An example would be where a Customer made the same complaint to both the Mayor of London's office and the Local Government Ombudsman, for clarification this would could as one complaint.

BPI 3   Customer Satisfaction Index Benchmark Variance

BPI 3.1   This PI shall measure the shortfall in customer satisfaction in relation to the Service Provider against an industry standard benchmark for customer satisfaction measured using index points, as further described below.

BPI 3.2   The index shall be a customer satisfaction survey conducted by an independent third party market research company every three (3) Months from the date of the Operational Commencement Date. The parties shall agree the basis of this survey before the Operational Commencement Date and the survey shall gauge Customer perceptions of the level of service received when interacting with the Service Provider. The range of Customers to be surveyed shall include, but not be limited to, those who have made Charge Payments, applied for Discounts (including those rejected) and used the Enquiries and Complaints service. The survey shall be indexed and benchmarked against an industry standard level of customer satisfaction. The benchmark score shall be determined by comparisons with other similar public service schemes (operating both in the public and private sector) that provide public information and process financial transactions.

BPI 3.3   The survey of customer satisfaction shall exclude Customer perceptions of the Schemes and Schemes policy for index purposes.

BPI 3.4   The survey may also include a number of non-scored questions for research purposes.

BPI 4   Quality of Customer Service

BPI 4.1   This PI shall measure the shortfall in customer service in relation to the Service Provider against an industry standard benchmark for customer service measured using index points.

BPI 4.2   The index shall be a mystery shopping survey conducted by an independent third party market research company every three (3) Months from the date of the Operational Commencement Date The parties shall agree the basis of this survey before the Operational Commencement Date and the survey shall measure the level of service received when interacting with the Service Provider. The range of services to be surveyed shall include, but not be limited to, Charge Payments, Discount applications, Enquiries and Complaints. The survey shall be indexed and benchmarked against an industry standard level of customer service. The benchmark score shall be determined by comparisons with other similar public service schemes (operating both in the public and private sector) that provide public information and process financial transactions.

BPI 4.3   The survey shall include, but not be limited to:

    (A)   the Contact Centre, including IVR;

    (B)   the postal channel;

    (C)   Internet Service and email; and

    (D)   SMS

BPI 4.4   The survey may also include a number of non-scored questions for research purposes.

BPI 5   Transaction Processing (all Channels)

BPI 5.1   90% of all transactions shall be processed by the Service Provider on the day of receipt.

BPI 5.2   99.5% of all transactions shall be processed by the Service Provider within three (3) Working Days of the day of receipt.

BPI 5.3   "Transactions" under this PI include but are not limited to refund requests, account amendments, account closures, and discount cancellations, received via the mail room, but excluding account registrations and discount applications.

BPI 5.4   The Start Point shall be when the transaction is received by the Service Provider. The End Point shall be when the appropriate response, as determined by the Statement of Requirements, business rules, or other processes and procedures approved by TfL, is sent to the relevant Customer.

BPI 5.6   This measure excludes transactions failed by a credit checking agency or bank.

BPI 5.7   This measure shall not include periods of time where the Service Provider has properly requested additional information required for the resolution of the transaction from the Customer or other Third Parties.

BPI 6   Timely and Accurate application of Payments

BPI 6.1   "Accurate application of Payments and refunds" means that the Service Provider has allocated the correct Revenue payment or refund amount to the correct type of charge and to the correct Customer.

BPI 6.2   "Accurate application of Payments and Refunds" is measured by the total percentage of corrections made each Month to debit transactions from Customer credit and debit card accounts. Such corrections shall include errors where the amount is taken from or credited to an incorrect account and those where an incorrect amount is taken from or credited to the Customer's account.

BPI 6.3   The total percentage of corrections is calculated as the number of corrective transactions made to credit and debit card accounts per Month divided by the total number of credit and debit card payment transactions per Month multiplied by one hundred (100).

BPI 6.4   This measure excludes chargebacks (i.e. when a card issuer initiates chargeback of a disputed transaction from the Service Provider following a cardholder claim) unless or until it has been confirmed that the disputed transaction derived from an error or omission within the remit of the Service Provider. For the avoidance of doubt, this measure shall include recredits but shall exclude transaction reversals. The Service Provider shall set out the volume of, and distinguish between, all recredits and transaction reversals in the relevant Month in the relevant Performance Indicator Report.

BPI 6.5   All payments shall be applied by the Service Provider no later than midnight on the Working Day of receipt.

BPI 6.6   All refunds shall be issued by the Service Provider no later than midnight on the Working Day of authorisation.

BPI 7   Quality Monitoring

BPI 7.1   The Service Provider shall perform a daily quality check supported by system functionality of three percent (3%) of all data fields as determined in PI 7 including but not limited to:

(A)   discount applications; and

(B)   fleet applications,

which shall include a minimum of one hundred (100) discount applications per day. If the number of data fields including but not limited

to discount applications processed and inbound and outbound calls received is less than one hundred (100) on a given day then the Service Provider shall check all discount applications.

BPI 7.2   The Service Provider shall perform a daily call monitoring regime, supported by system functionality of one percent (1%) a month of all daily inbound and/or outbound calls to the service Provider's Business Operations Call Centre. The Service Provider shall ensure that for each call selected and/or monitored, that a completed monitoring form is produced and appropriate feedback provided to the CSR.

BPI 7.3   The Service Provider shall perform a daily monitoring regime, supported by system functionality of three percent (3%) a month of all outgoing customer correspondence.

BPI 8   SMS Service Availability

BPI 8.1   SMS availability is defined as the proportion of time over a selected thirty (30) calendar day period that the SMS service is available to send and receive SMS messages.

BPI 8.2   The thirty (30) calendar day period is selected by considering each thirty (30) calendar day period which ends on a day of the current reporting Month and selecting the thirty (30) calendar day period with the lowest availability.

BPI 8.3   If Service Failure Points accrued under BPI 8 for any day or days falling in the previous Month, the thirty (30) calendar day periods considered above shall be calculated so as to only include those periods that do not overlap with the selected thirty (30) calendar day period from the previous Month.

BPI 8.4   "Available to receive SMS messages" means that Core IT is able to receive SMS messages from the Short Message Service Centre provided by the Service Provider's telephony provider.

BPI 8.5   "Available to send SMS messages" means that Core IT is able to send SMS messages to the Short Message Service Centre provided by the Service Provider's telephony provider.

BPI 8.6   The Acceptable Service Level for SMS availability is 99.9% over the selected thirty (30) calendar day period.

BPI 8.7   Availability shall be determined by Industry Standard Automated System Performance Reports, to be provided by the Service Provider and made available to both the Service Provider and TfL.

BPI 9   Quality Benchmarking

BPI 9.1   TfL shall randomly sample check calls in addition to checking those calls that the Service Provider has monitored to compare against the monitoring form, to ensure that the form corresponds to the call and

evidence that appropriate feedback has been given to the CSR.

BPI 9.2   TfL shall sample check all data fields as determined in PI 7 including but not limited to discount applications processed, inbound and outbound calls to the Service Provider's Business Operations Customer Service Representatives.

BP 9.3   TfL shall sample check to ensure that the correct reason codes are applied to all corrected data fields.

BPI 9.4   Where TfL identifies any inaccuracies which are affecting the reported PI performance, TfL shall be entitled to make such adjustments to the relevant PI(s) as it deems reasonably appropriate in order to take account of and/or correct such inaccuracies.

BPI 10   Application and Registration Processing

BPI 10.1   90% of all applications and registrations shall be processed by the Service Provider on the day of receipt.

BPI 10.2   99.5% of all applications and registrations shall be processed by the Service Provider within three (3) Working Days of receipt.

BPI 10.3   'Applications and registrations' include but are not limited to account registrations and discount applications received by the Service Provider.

BPI 10.4   The Start Point shall be when the application or registration is received by the Service Provider. The End Point shall be when the appropriate response, as determined by the Statement of Requirements, business rules, or other processes and procedures approved by TfL, is sent to the relevant Customer.

BPI 10.5   This measure shall not include periods of time where the Service Provider has properly requested additional information required for the application or registration from the Customer or other Third Parties.

PIs Specific to COps

CPI 1(A)   Core IT Systems Availability (daily)

CPI 1(A).1   The Service Provider shall be assessed on the availability of the Core IT Systems and COps.

CPI 1(A).2   Availability is defined as the percentage of the time of the total Core IT Systems operational hours (24 hours per day, every day of the year, excepting agreed downtime) the Core IT Systems and COps are in a fully functional condition.

CPI 1(A).3   The Service Provider shall ensure that the Core IT Systems and COps shall not be unavailable for more than ten (10) minutes either in aggregate per calendar day or in one single incident.

CPI 1(A).4   All Core IT Systems shall be included in each calculation except as expressly agreed otherwise in writing by TfL.

CPI 1(A).5   Core IT Systems Availability shall be determined by industry standard automated System Performance reports, to be provided by the Service Provider and made available to TfL and the Service Provider.

CPI 1(A).6   The Start Point shall be midnight (00:00:00:000).

CPI 1(A).7   The End Point shall be the instant before the first midnight which falls after the Start Point time.

CPI 1(A).8   CPI 1(A) and CPI 1(B) shall apply independently provided that once a breach of CPI 1(B) has occurred in the relevant Month, without prejudice to such Service Failure Points already accrued under CPI 1(A) prior to breach of CPI 1(B), CPI 1(B) shall apply and CPI 1(A) shall cease to apply for that Month.

CPI 1(B)   Core IT Systems Availability (monthly)

CPI 1(B).1   The Service Provider shall be assessed on the availability of the Core IT Systems and COps.

CPI 1(B).2   Availability is defined as the percentage of the time of the total Core IT Systems operational hours (24 hours per day, every day of the year, excepting agreed downtime) the Core IT Systems and COps are in a fully functional condition.

CPI 1(B).3   Core IT Systems and COps shall have a minimum availability level of 99.5% per Month.

CPI 1(B).4   All Core IT Systems shall be included in each calculation except as expressly agreed otherwise in writing by TfL.

CPI 1(B).5   Core IT Systems Availability shall be determined by industry standard automated System Performance reports, to be provided by the Service Provider and made available to TfL and the Service Provider.

CPI 1(B).6   The Start Point shall be midnight (00:00:00:000).

CPI 1(B).7   The End Point shall be the instant before the first midnight which falls after the Start Point time.

CPI 1(B).8   CPI 1(A) and CPI 1(B) shall apply independently provided that once a breach of CPI 1(B) has occurred in the relevant Month, without prejudice to such Service Failure Points already accrued under CPI 1(A) prior to breach of CPI 1(B), CPI 1(B) shall apply and CPI 1(A) shall cease to apply for that Month.

CPI 2   Service Management - Response to help desk enquiries

CPI 2.1   The Service Provider shall be assessed on the percentage of logged Enquiries given a helpdesk response within the required timeframe.

CPI 2.2   Helpdesk responses shall be provided within one (1) Working Hour.

CPI 2.3   The Service Provider is required to meet CPI 2.2 for 100% of logged enquiries.

CPI 2.4   The Start Point shall be the time at which the enquirer successfully contacts the helpdesk with an Enquiry.

CPI 2.5   The End Point shall be the time at which the helpdesk has provided a resolution of the Enquiry or a proposed follow up action and established a timeline for the resolution of the Enquiry.

CPI 2.6   The Service Provider's performance shall be measured Monthly.

CPI 3   Correct Identification of Contravention Candidates by the Core IT Systems

CPI 3.1   The Service Provider shall be assessed on the percentage of Contravention Candidates correctly identified.

CPI 3.2   A minimum of 99.999% of Contravention Candidates shall be correctly identified per calendar month.

CPI 3.3   This measure excludes cases where the Service Provider can demonstrate to TfL's satisfaction that a relevant failure was caused by an Other Service Provider providing incorrect or incomplete information.

CPI 3.4   The number of cases where the Service Provider has correctly demonstrated to TfL's satisfaction that a Customer has committed a Contravention within the period, shall be used as the denominator when calculating the accuracy under this PI.

CPI 3.5   Any case where the COps submits a Contravention Candidate to the EOps without a Contravention actually having occurred shall be included in the count of identification failures.

CPI 3.6   Any case where the COps fails to submit a Contravention Candidate identified during the period to EOps when a Contravention has been captured by a Detection and Enforcement Infrastructure Service Provider shall be included in the count of identification failures.

CPI 3.7   Only those scenarios referred to in CPI 3.5 and CPI 3.6 shall be included in the count of identification failures.

CPI 3.8   The number of identification failures shall be subtracted from the number

of cases where a Customer has been correctly identified as having committed a Contravention in the Month, and the result of such deduction shall be used as the numerator when calculating the accuracy under this PI.

CPI 3.9   The Start Point for each period shall be midnight falling at the beginning of the first day of the Month.

CPI 3.10   The End Point for each period shall be midnight falling at the end of the last day of the Month.

CPI 4   Timely Identification of Contravention Candidates by the Core IT Systems

CPI 4.1   The Service Provider shall be assessed on the percentage of Contravention Candidates identified within twenty-four (24) hours of the last opportunity to pay the Charge Payment or obtain an Exemption for the relevant usage.

CPI 4.2   In each Month a minimum of 99.999% of Contravention Candidates shall be identified within twenty-four (24) hours of the last opportunity to pay the Charge Payment or obtain an Exemption for the relevant usage.

CPI 4.3   This measure excludes cases where incorrect or incomplete information is provided by any Third Party other than a Sub-contractor.

CPI 4.4   The Start Point shall be the last time at which the Customer is able to pay the Charge Payment or obtain an Exemption for the relevant usage.

CPI 4.5   The End Point shall be the time at which the Contravention Candidate Pack data has been received by the Enforcement Operations Systems.

CPI 5   Correct Identification of Payment Account purchases by the Core IT Systems

CPI 5.1   The Service Provider shall be assessed on the percentage of Payment Account purchases correctly identified.

CPI 5.2   A minimum of 99.999% of Payment Account purchases shall be correctly identified per Month.

CPI 5.3   This measure excludes cases where the Service Provider can demonstrate to TfL's satisfaction that a relevant failure was caused by an Other Service Provider providing incorrect or incomplete information.

CPI 5.4   The number of cases where a Customer with an applicable Payment Account does not manually make the necessary Charge Payment within the period shall be used as the denominator when calculating the accuracy under this PI.

CPI 5.5   Any case during the period where the Service Provider makes a Payment Account purchase on behalf of a Customer unnecessarily shall be included in the count of identification failures.

CPI 5.6   Any case where the Service Provider fails to make a Payment Account purchase on behalf of a Customer with a relevant Payment Account, and where that Customer is consequently in Contravention of one or more Schemes on an occasion during the period, shall be included in the count of identification failures.

CPI 5.7   Only those scenarios identified in CPI 5.5 and CPI 5.6 shall be included in the count of identification failures.

CPI 5.8   The number of identification failures shall be subtracted from the number of cases where a Customer with an applicable Payment Account does not buy a necessary License manually, and the result shall be used as the numerator when calculating the accuracy under this PI.

CPI 5.9   The Start Point for each period shall be midnight falling at the beginning of the first day of the Month.

CPI 5.10   The End Point for each period shall be midnight falling at the end of the last day of the Month.

CPI 6   Timely identification of Payment Account purchases by the Core IT Systems

CPI 6.1   The Service Provider shall be assessed on the percentage of Payment Account purchases identified within twenty-four (24) hours of the last opportunity to manually make a Charge Payment for the relevant usage.

CPI 6.2   In each Month a minimum of 99.999% of Payment Account purchases shall be correctly identified within twenty-four (24) hours of the last opportunity to manually make a Charge Payment for the relevant usage.

CPI 6.3   This measure excludes cases where incorrect or incomplete information is provided by an Other Service Provider.

CPI 6.4   The Start Point shall be the time at which it is no longer possible for the Customer to manually make a Charge Payment for their usage.

CPI 6.5   The End Point shall be the time at which a Payment Account purchase is made.

CPI 7   Timely, complete and correct Deliverables

CPI 7.1   The Service Provider shall be assessed on the timeliness, completeness and correctness of all Deliverables.

CPI 7.2   100% of requested Deliverables will be received in accordance with the timescales agreed in this Agreement, or otherwise within five (5) Working Days or within some other period agreed in writing between the parties.

CPI 7.3   The Start Point shall be the date the relevant Deliverable is requested.

CPI 7.4   The End Point shall be the date the relevant Deliverable is received by TfL at the location specified by TfL from time to time.

CPI 7.5   The Service Provider's performance shall be measured Monthly.

CPI 8   Enterprise Service Bus ("ESB") performance

CPI 8.1   The Service Provider shall be assessed on the percentage of messages sent over the ESB which are delivered to their final recipient within a given timeframe.

CPI 8.2   The start point shall be the time at which the message is put in the sender's outbound queue (defined as T_1 in figure 1 of Annex B to this schedule).

CPI 8.3   The end point shall be the time at which the message is put in the recipient's inbound queue (defined as T_2 in figure 1 of Annex B to this schedule).

CPI 8.4   The Service Provider is required to deliver 100% of all messages within one (1) second.

CPI 8.5   The Service Provider's performance shall be measured Monthly.

CPI 8.6   Performance times shall be determined by Industry Standard Automated System Performance Reports, to be provided by the Service Provider and made available to both the Service Provider and TfL.

Annex A to Schedule 5

Performance Indicator Tables

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Incentive Trigger	Incentive Weighting	Band 1	Band 2	Band 3
Common Performance Indicator - All Service Elements					**Incentives**		**Service Failure Points**		
							Low Severity	**Med Severity**	**High Severity**
GPI 1	Contract Compliance	00:00:01 on the first calendar day of the Month	23:59:59 on the last calendar day of the Month	100%	N/A	N/A	100 points a day	3000 points a day	16800 points a day
							<100%-98%	**<98%-95%**	**<95%**
GPI 2A	Interface Caller Performance - A - time < five (5) minutes	The earliest time at which the "expected usage" conditions are met	The time at which the request is transmitted	100%	N/A	N/A	6,250 points (fixed)	18,750 points (fixed)	50000 points (fixed)
							>5s-7s	**>7s-10s**	**>10s**
GPI 2B3	Interface Caller Performance - B3 - time of 99th percentile	The earliest time at which the "expected usage" conditions are met	The time at which the request is transmitted	<= 5 seconds	N/A	N/A	5 per included call	10 per included call	15 per included call

							>30m-60m	>60m-90m	>90m
GPI 2B4	Interface Caller Performance - B4 - time of 99th percentile	The earliest time at which the "expected usage" conditions are met	The time at which the request is transmitted	<= 30 minutes	N/A	N/A	10 per included call	20 per included call	30 per included call
							>1h - 1.5h	>1.5h - 2h	>2h
GPI 2C	Interface Caller Performance - C - time	The earliest time at which the "expected usage" conditions are met	The time at which the request is transmitted	<= 1 hour	N/A	N/A	2000 each instance up to 1.5 hours	3000 each instance up to 2 hours	4000 each instance over 2 hours
							>1h - 1.5h	>1.5h - 2h	>2h
GPI 2D	Interface Caller Performance - D - time	The earliest time at which the "expected usage" conditions are met	The time at which the request is transmitted	<= 1 hour	N/A	N/A	800 each instance up to 1.5 hours	1000 each instance up to 2 hours	1200 each instance over 2 hours
								>3h	
GPI 2E	Interface Caller Performance - E - time	The earliest time at which the "expected usage" conditions are met	The time at which the request is transmitted	<= 3 hours	N/A	N/A	1,000 per additional hour per instance		

							>1m - 2m	>2m	
GPI 2F	Interface Caller Performance - F - time of 99th percentile	The earliest time at which the "expected usage" conditions are met	The time at which the request is transmitted	<= 1 minute	N/A	N/A	50 each included call	100 each included call	
							<100%-98%	<98%-95%	<95%
GPI 3A	Interface Response Performance - A - time < five (5) minutes	The time at which the request is received	The time at which all work required is complete	100%	N/A	N/A	9375 points (fixed)	28125 points (fixed)	75000 points (fixed)
							1s-2s	2s-5s	>5s
GPI 3B1	Interface Response Performance - B1 - time of 99th percentile	The time at which the request is received	The time at which all work required is complete	<= 1 second	N/A	N/A	6,250 points (fixed)	18,750 points (fixed)	50000 points (fixed)
							1s-2s	2s-5s	>5s
GPI 3B2	Interface Response Performance - B2 - time of 99th percentile	The time at which the request is received	The time at which all work required is complete	<= 5 seconds	N/A	N/A	6,250 points (fixed)	18,750 points (fixed)	50000 points (fixed)

							>5s-7s	>7s-10s	>10s
GPI 3B3	Interface Response Performance - B3 - time of 99th percentile	The time at which the request is received	The time at which all work required is complete	<= 5 seconds	N/A	N/A	5 per included call	10 per included call	15 per included call
							>30m-60m	>60m-90m	>90m
GPI 3B4	Interface Response Performance - B4 - time of 99th percentile	The time at which the request is received	The time at which all work required is complete	<= 30 minutes	N/A	N/A	10 per included call	20 per included call	30 per included call
							>10s – 15s	>15s – 20s	>20s
GPI 3B5	Interface Response Performance – B5 - time of 99th percentile	The time at which the request is received	The time at which all work required is complete	<= 10 seconds	N/A	N/A	5 per included call	10 per included call	15 per included call
							>3h - 3.5h	>3.5h - 4h	>4h
GPI 3C	Interface Response Performance - C - time	The time at which the request is received	The time at which all work required is complete	<= 3 hours	N/A	N/A	2000 per call	3000 per call	4000 per call
							>3h - 3.5h	>3.5h - 4h	>4h
GPI 3D	Interface Response Performance - D - time	The time at which the request is received	The time at which all work required is complete	<= 3 hours	N/A	N/A	800 per call	1000 per call	1200 per call

							>3h		
GPI 3E	Interface Response Performance - E - time	The time at which the request is received	The time at which all work required is complete	<= 3 hours	N/A	N/A	1,000 per additional hour per instance		
							>1m - 2m	>2m	
GPI 3F	Interface Response Performance - F - time of 99th percentile	The time at which the request is received	The time at which all work required is complete	<= 1 minute	N/A	N/A	10 each call > 1 minute	50 each call > 2 minutes	
							>0.1% - 0.2%	>0.2% - 0.3%	>0.3%
GPI 4	Interface timeouts	The time at which the request is received	The time at which all work required is complete	0.10%	N/A	N/A	25000 points (fixed)	50000 points (fixed)	100000 points (fixed)
							<100% - 99%	<99% - 98%	<98%
GPI 5	Message Acknowledgements	The time at which the request is received	The time at which the acknowledge-ment message is transmitted	100% < 1 second	N/A	N/A	2000 points (fixed)	3000 points (fixed)	4000 points (fixed)
							<99.99% - 99%	<99% - 98%	<98%
GPI 6	Accuracy of MIS Data	00:00:01 on the first calendar day of the Month	23:59:59 on the last calendar day of the Month	100% - 99.99% per Month	N/A	N/A	50,000 points (fixed)	100,000 points (fixed)	200,000 points (fixed)

							4-8 hours	8-16 hours	>16 hours
GPI 7	Adherence to Fix Times	The time at which the issue occurs	The time at which Severity 1 issues and Defects are resolved and closed	Severity 1 < 4h			1,500 per incident	3,000 per incident	50,000 points (fixed)
							24-48 hours	48-72 hours	>72 hours
		The time at which the issue occurs	The time at which Severity 2 issues and Defects are resolved and closed	Severity 2 < 24h			1,500 per incident	3,000 per incident	50,000 points (fixed)
EOps & BOps Common Performance Indicators					Incentives		Service Failure Points		
							<99.9% - 99%	<99% - 93.5%	<93.5%
PI 1	Contact Centre Availability	00:00:01 Day 1 of the selected 30 day period	23:59:59 Day 30 of the selected 30 day period	100% - 99.9%	N/A	N/A	600 points per minute of unacceptable outage	300 points per minute of unacceptable outage	150 points per minute of unacceptable outage
							>20 minutes (per calendar day)		
PI 2(A)	Internet Service Availability (Daily)	00:00:01 of each calendar day	23:59:59 of each calendar day	<20 minutes	N/A	N/A	200 points per minute		

							<99.9% - 99%	<99% - 93.5%	<93.5%
PI 2(B)	Internet Service Availability (Monthly)	00:00:01 Day 1 of the Month	23:59:59 Day 30 of the Month	100% - 99.9%	N/A	N/A	200 points per minute of unacceptable outage	100 points per minute of unacceptable outage	50 points per minute of unacceptable outage
							<99.9%-99.5%	<99.5% - 99%	<99%
PI 3	Internet Service Average Request Response Time	00:00:01	23:59:59	100% - 99.9% within 1 second	N/A	N/A	10 points per second	20 points per second	40 points per second
							<99.9% - 98%	<98% - 97%	<97%
PI 4	Blocked Calls Objective	00:00:01	23:59:59	100% - 99.9% unblocked calls per calendar day	N/A	N/A	10 points per call	20 points per call	40 points per call
							<97% - 92.5%	<92.5% - 90%	<90%
PI 5	Abandon Rate Objective	00:00:01	23:59:59	100% - 97% unabandoned calls per calendar day	N/A	N/A	10 points per call	20 points per call	40 points per call

							<99.9% - 98%	<98% - 97%	<97%
PI 6	Queuing Time Objective ("QTO")	Call received at switch	Call answered by CSR	100% - 99.9% call answered within 180 seconds	N/A	N/A	8 points per call	8 points per call	8 points per call
							<80% - 65%	<65% - 50%	<50%
		Call received at switch	Call answered by CSR	100% - 80% calls answered within 20 seconds	> 90% > 95%	10% 20%	2 points per call	4 points per call	8 points per call
							<99.9% - 99%	<99% - 98%	<98%
PI 7	Data Integrity	00:00:01 on the first calendar day of the Month	23:59:59 on the last calendar day of the Month	100% - 99.9%	N/A	N/A	10 points per data field	20 points per data field	30 points per data field
							1 - 5	6 - 10	>10
PI 8	Data Protection Subject Access Requests	Date request is received by the Service Provider	Date information is received by the member of the public who made the request	0 - 40 calendar days	N/A	N/A	1000 points per calendar day late	2000 points per calendar day late	5000 points per calendar day late

							1 - 5	6 - 10	>10
PI 9	Freedom of Information Act, Environmental Information Regulations, Reuse of Public Sector Information Regulations Requests and Data Protection Subject Access Requests from TfL	Date request is received by the Service Provider	Date information is received by TfL	0 - 5 Working Days	N/A	N/A	1000 points per Working Day late	2000 points per Working Day late	5000 points per Working Day late
							1 - 5	6 - 10	>10
PI 10	Freedom of Information Act and Environmental Information Regulations and Reuse of Public Sector Information Regulations Requests from the Public	Date request is received by the Service Provider	Date information is received by TfL	0 - 2 Working Days	N/A	N/A	1000 points per Working Day late	2000 points per Working Day late	5000 points per Working Day late

							Low Severity	Med Severity	High Severity
PI 11	Data Protection Breaches	N/A	N/A	N/A	N/A	N/A	500 points per instance	5000 points per instance	20000 points per instance
							1-5	**6-10**	**>11**
PI 12	Timely, Complete and Correct Provision of Reports	Date report is due/requested or error is identified	Date report is received or error is fixed	Receipt on day report becomes due	N/A	N/A	300 points per Working Day	400 points per Working Day	500 points per Working Day
							>30 minutes (per calendar day)		
PI 13(A)	System Availability – TfL's access (daily)	00:00:01 of each calendar day	23:59:59 of each calendar day	<30 minutes	N/A	N/A	200 points per minute		
							<99.5% - 99%	**<99% - 93.5%**	**<93.5%**
PI 13(B)	System Availability - TfL's access (monthly)	00:00:01	23:59:59	100%-99.9% per calendar day	N/A	N/A	200 points per minute of unacceptable outage.	100 points per minute of unacceptable outage.	50 points per minute of unacceptable outage.

Enforcement Operations Performance Indicators					Incentives		Service Failure Points		
							<100%		
EPI 1	Timely Processing of Contravention Candidates	When Contravention Candidate record is received from Core	When Contravention Candidate record is correctly processed	100% correctly processed within 24 hours of receipt	N/A	N/A	60 points per case		
							<99%-97.5%	<97.5%-96%	<96%
EPI 2	Timely Issue of Enforcement Documentation	When documentation becomes due - see definition	Date of postage	100%-99% within allowed period	>99.9%	15%	60 points per item	80 points per item	100 points per item
							<99%-97.5%	<97.5%-96%	<96%
EPI 3	Timely Issue of Orders for Recovery and Warrants of Execution	When documentation becomes due - see definition	Date of postage or transfer of data	100%-99% within allowed period	>99.9%	10%	60 points per item	80 points per item	100 points per item
							<99.9% - 99%	<99% - 98%	<98%
EPI 4	Penalty Charge cancellation due to Service Provider Error	N/A	N/A	100%-99.9% of all PCNs issued not cancelled	100%	10%	80 points per item	100 points per item	120 points per item

							<98.5% - 97%	<97% - 95.5%	<95.5%
EPI 5	Accurate and Timely Handling and Response to Enforcement Operations Enquiries	Day of receipt	Date of correct response	100% - 98.5% within 10 Working Days	N/A	N/A	10 points per item	50 points per item	100 points per item
							<98%-97.5%	<97.5%-96.5%	<96.5%
EPI 6	Timely Representations Processing	Date representation received by Service Provider	Postage date of correct response	100% - 98% within 15 Working Days	100%	15%	100 points per item	125 points per item	200 points per item
							<99%-97.5%	<97.5%-96%	<96%
EPI 7	PCN Re-issue	Date accepted Statutory Declaration received / date Represent-ation made	Postage (PCN issue) date of PCNs	100% - 99% within 3 Working Days	N/A	N/A	60 points per item	80 points per item	100 points per item
							<99%-97.5%	<97.5%-96%	<96%
EPI 8	Timely Appeals and Appeal Event Notification Processing	Date of receipt of Appeal notification or Statutory Declaration	Date Appeals Pack is despatched or notification responded to	100% - 99% within 7 Working Days	> 99.5%	10%	250 points per item	500 points per item	750 points per item

							Service Failure Points are accumulated per item		
EPI 9	Accurate Appeals Processing	N/A	N/A	100%	N/A	N/A	200 points per item		
							<100%-99%	**<99%-98%**	**<98%**
EPI 10	Correspond-ence	Date of receipt of item by Service Provider	Date of Enforcement Operations System being updated.	100% same day			60 points per item	80 points per item	100 points per item
							<95% - 93.5%	**<93.5% - 92%**	**<92%**
EPI 11	Quality Benchmarking	00:00:01 on the first calendar day of the Month	23:59:59 on the last calendar day of the Month	95% of sample meets quality standard	97%	10%	5 points per item affected after the adjustment has been made	10 points per item affected after the adjustment has been made	15 points per item affected after the adjustment has been made
							1-5	**6-10**	**>11**
EPI 12	Request from TfL	Date the request is made	Date the agreed action is completed	100% within due date – see definition	N/A	N/A	5 points per item affected	10 points per item affected	15 points per item affected

							<100%-99%	<99%-98%	<98%
EPI 13	Timely and Accurate application of Payments Received and Refunds Issued (excl. via postal channel)	Time payment offered	Time the payment is processed and the Service Provider's System updated correctly	100% same day	N/A		60 points per item	80 points per item	100 points per item
Business Operations Performance Indicators					**Incentives**		**Service Failure Points**		
							<99.99%-97.5%	<97.5%-95.5%	<95.5%
BPI 1	Requests for Consideration	From date enquiry or complaint received	Postage date or date email sent of correct response	100% - 99.99% with 10 Working Days for Post and 5 Working Days for Internet Service and Email	N/A	N/A	30 points per Enquiry or Complaint	50 points per Enquiry or Complaint	100 points per Enquiry or Complaint
							<95%-92%	<92%-89%	<89%
				100%-95% within 3 working days for	N/A	N/A	30 points per Enquiry or Complaint	50 points per Enquiry or Complaint	100 points per Enquiry or Complaint

				Post, Internet Service and Email					
							0.0023% - 0.0066%	0.0067% - 0.0088%	>0.0089%
BPI 2	Valid Customer Complaints	1st day of the Month	Last Day of the Month	0% - 0.0022% per month	N/A	N/A	3000 points per complaint	6000 points per complaint	6000 points per complaint
							<IB - (IB - 3%)	<(IB - 3%) - (IB - 6%)	<(IB - 6%)
BPI 3	Customer Satisfaction Index Benchmark Variance	Day 1 of a 3 month period	Last Day of a 3 month period	Industry Benchmark (IB)	>(IB + 5%)	10%	1000 points per % point	3000 points per % point	6000 points per % point
					>(IB + 10%)	15%			
							<90% - 85%	<85% - 80%	<80%
BPI 4	Quality of Customer Service	Day 1 of a 3 month period	Last Day of a 3 month period	90% satisfaction	95%	20%	4000 points per % point	7000 points per % point	15000 points per % point
							<99.5% - 97%	<97% - 93%	<93%
BPI 5	Transaction Processing (all Channels)	Day of receipt	Date of System being updated.	100% - 99.5% within 3 Working Days	N/A	N/A	16 points per item	16 points per item	16 points per item

							<90% - 85%	<85% - 80%	<80%
		Day of receipt	Date of System being updated.	100%-90% on the day of receipt	99.50%	10%	6 points per item	13 points per item	16 points per item
							<98.5%-97.5%	<97.5%-96.5%	<96.5%
BPI 6	Timely and Accurate application of Payments and Refunds	Time payment offered	Time the payment is processed and the Service Provider's System updated correctly	100% - 98.5% on the day of receipt	100%	15%	5 points per item	10 points per item	15 points per item
							<99.9%-99.5%	<99.5% - 99.0%	<99%
BPI 7	Quality Monitoring	00:00:01	23:59:59	100% - 99.99% accurate	N/A	N/A	500 points per item	1000 points per item	1500 points per item
							<99.9% - 99%	<99% - 93.5%	<93.5%
BPI 8	SMS Service Availability	00:00:01 on day 1 of the selected 30 day period	23:59:59 on day 30 of the selected 30 day period	100% - 99.9%	N/A	N/A	200 points per minute of unacceptable outage	100 points per minute of unacceptable outage	50 points per minute of unacceptable outage

ID	Description	Start	End	Target			Service Failure Points		
							<98.5% - 96%	**<96% - 93.5%**	**<93.5%**
BPI 9	Quality Benchmarking	00:00:01 on the first calendar day of the Month	23:59:59 on the last calendar day of the Month	100% - 98.5%	99.50%	20%	5 points per item affected after the adjustment has been made	10 points per item affected after the adjustment has been made	15 points per item affected after the adjustment has been made
							<99.5% - 97%	**<97% - 93%**	**<93%**
BPI 10	Application and Registration Processing	Day of receipt	Date of System being updated.	100% - 99.5% within 3 Working Days	N/A	N/A	16 points per item	16 points per item	16 points per item
							<90% - 85%	**<85% - 80%**	**<80%**
		Day of receipt	Date of System being updated.	100%-90% on the day of receipt	99.50%	10%	6 points per item	13 points per item	16 points per item
Core IT Performance Indicators					**Incentives**		**Service Failure Points**		
							>10 minutes (per calendar day)		
CPI 1(A)	Core IT Availability (daily)	00:00:00:00	24:00:00:00	<10 minutes			200 points per minute		
							<99.5%		
CPI 1(B)	Core IT Availability (monthly)	00:00:00:00	24:00:00:00	99.5%			200 points per minute of unacceptable outage.		
							<100%		
CPI 2	Service Management - Response to help desk enquiries	Call answered by CSR	Acceptable response given Helpdesk	100%			1000 points per item		

							<99.999%-99.99%	<99.99%-99.98%	<99.98%
CPI 3	Correct Identification of Contravention Candidates by Core IT	Midnight falling at the beginning of the first day of the Month	Midnight falling at the end of the last day of the Month	99.999% each Month			250 points per item	300 points per item	350 points per item
							<100% - 96%	<96%-93%	<93%
CPI 4	Timely Identification of Contravention Candidates by Core IT	Last time that the Customer is able to pay the Charge Payment or obtain Exemption for the relevant usage	When the Contravention Candidate Pack data is received by the Enforcement Operations Systems	99.999% identified within 24 hours each Month			10,000 points per batch	15,000 points per batch	20,000 points per batch
							<99.999%-99.99%	<99.99%-99.98%	<99.98%
CPI 5	Correct Identification of Payment Account purchases by the Core IT System	Midnight falling at the beginning of the first day of the Month	Midnight falling at the end of the last day of the Month	99.999% each Month			350 points per item	400 points per item	450 points per item

							<100% - 96%	<96%-93%	<93%
CPI 6	Timely Identification of Payment Account charges by the Core IT System	The time at which it is no longer possible for the Customer to manually buy a License for their usage	The time at which a Payment Account purchase is made	99.999% identified within 24 hours each Month			10,000 points per batch	15,000 points per batch	20,000 points per batch
							1-5	6-15	>15
CPI 7	Timely, Complete and Correct Technical Documentation	Date Documentation is due/requested	Date Documentation is received	100% within 5 Working Days each Month			10,000 points per Working Day	15,000 points per Working Day	20,000 points per Working Day
							<100%-99%	<99%-98%	<98%
CPI 8	ESB Performance	The time at which a message is received by the ESB	The time at which the message is delivered	100% at < 1 second			5,000 points (fixed)	15,000 points (fixed)	40,000 points (fixed)

Annex B to Schedule 5

Figure 1

Solution Element A

Solution Element B

MQ

Queue Manager A

Queue Manager B

4: Message securely stored @ T_4

GPI 2: Interface Caller Performance T_0 to T_1

GPI 3: Interface Response Performance T_2 to T_7

GPI 5: Message Acknowledgements T_2 to T_5

CPI 8: ESB Performance T_1 to T_2 & T_5 to T_6 & T_7 to T_8

App

Persistent Store

App

1: Event @ T_0

2: Message put in queue @ T_1

3: Message put in queue @ T_2

5: Ack put in queue @ T_6

5: Ack put in queue @ T_5

6: Response put in queue @ T_8

6: Response put in queue @ T_7