

LONDON CYCLE HIRE SERVICE AGREEMENT

Schedule 5 – Service Level Agreement

Schedule 5

Service Level Agreement

1. Performance Management Regime Objectives

- 1.1 The objective of the Performance Management Regime is to encourage the Service Provider to meet the defined Service Levels during the Operational Phase.
- 1.2 This Performance Management Regime set out in this Schedule 5 shall be effective from 1 October 2011.
- 1.3 The Service Provider shall, unless otherwise stated in this Schedule 5:
- (A) record and report each PI at the earliest opportunity and in any event by effective date for each PI stated in the Table 1 (PI Effective Dates) below (each date being a “**PI Effective Date**”); and
- (B) include the PIs in the calculation of Service Failure Deductions from the relevant PI Effective Date.

Table 1: PI Effective Dates

PI Number		Description	PI Effective Date		
			1 st October 2011	1 st March 2012	1 st May 2013
1	Registered Applications	Customer		✓	
2	Priority 1 Contacts Requiring Follow-up			✓	
3	Priority 2 Contacts Requiring Follow-up			✓	
4	Blocked Calls			✓	
5	Abandon Rate		✓	✓	
6	Queuing Time Objective		✓	✓	
7	Contact Centre Availability		✓	✓	
8	Timely Application of Refunds			✓	
9	Terminal Performance – Subscription, Purchase & Release Code		✓	✓	
10	Terminal Performance - Release Code		✓	✓	
11	Performance at the Docking Point – Subscription Purchase		✓	✓	
12	Performance at the Docking Point – Active Subscription		✓	✓	
13	Services Website - Availability			✓	
14	Services Website - Response Time			✓	
15	Terminal Availability			✓	

Table 1: PI Effective Dates		PI Effective Date		
		1 st October 2011	1 st March 2012	1 st May 2013
16	Availability and accuracy of displayed information		✓	
17	Successful Customer transactions	✓	✓	
18	Priority 1 Empty Docking Stations	✓	✓	
19	Priority 2 Empty Docking Stations	✓	✓	
20	Priority 1 Full Docking Stations	✓	✓	
21	Priority 2 Full Docking Stations	✓	✓	
22	Empty Stations - Max Time Period		✓	(*)
23	Full Stations - Max Time Period		✓	(*)
24	Bicycle Availability	✓	✓	
25	Contract Compliance	✓	✓	
26	Timely, complete and correct provision of Reports	✓	✓	
27	FOI Legislation and Data Protection Legislation Requests	✓	✓	
28	Data Protection Breaches	✓	✓	
29	Accurate Application of Payments	✓	✓	
30	Customer service index benchmark variants		✓	
31	Priority 1 Full or Empty Docking Station – Max Time Period			✓
32	Priority 2 Full or Empty Docking Station – Max Time Period			✓
33	Priority 1 and Priority 2 Full or Empty Docking Station – Max Time Period			✓
Note: (*) PI 22 and PI 23 shall be replaced with PI 31, PI 32 and PI 33 from the 1 st May 2013.				

2. Performance Management Regime Overview

2.1 The Performance Management Regime consists of:

- (A) the PIs;
- (B) the start and end points for assessment of PIs (where appropriate);
- (C) the required Service Levels; and
- (D) the Service Failure Points to be accrued if the required Service Levels are not met,

as set out in this Schedule 5.

Performance Indicator Table

- 2.2 The table in Annex A (Performance Indicator Table) to this Schedule 5 sets out the Performance Management Regime parameters for the Operational Services (the “**Performance Indicator Table**”). The Performance Indicator Table set out the following details in respect of the PIs:
- (A) The ‘Performance Indicator Title’ column in the Performance Indicator Table gives the name of the various PIs on which the performance of the Service Provider shall be measured, tracked and rewarded or against which Service Failure Points shall accrue.
 - (B) The ‘Start Point’ column in the Performance Indicator Table details the time from when the PI shall start to accrue Service Failure Points (the “**Start Point**”).
 - (C) The ‘End Point’ column in the Performance Indicator Table details the time at which the relevant PI ceases to be subject to Service Failure Points (the “**End Point**”).
 - (D) The ‘Acceptable Service Level’ column in the Performance Indicator Table specifies the Service Level that is expected of the Service Provider (each an “**Acceptable Service Level**”) for which no Service Failure Points shall accrue if the Acceptable Service Level is achieved.
 - (E) The ‘Incentive Trigger Service Level’ column in the Performance Indicator Table specifies the Service Level that is expected of the Service Provider (each an “**Incentive Trigger Service Level**”) for which Incentive Payments may be earned back if the Incentive Trigger Level is achieved.
- 2.3 Failure to meet the Acceptable Service Level shall result in the Service Provider accumulating Service Failure Points as detailed in the Performance Indicator Table. The number of Service Failure Points accumulated shall depend on the extent to which the Service Provider has failed to meet the Acceptable Service Level for each PI.

Bands of Service Failure Points

- 2.4 Save for PI 31, PI 32 and PI 33, there are up to two (2) Bands of Service Failure Points for each PI, as shown in the Performance Indicator Table:
- (A) The ‘Band 1’ column in the Performance Indicator Table indicates the range of performance for the first Band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue.
- If the Service Provider’s performance for a PI 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.

- (B) The 'Band 2' column in the Performance Indicator Table indicates the range of performance for the second Band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue.

If the Service Provider's performance for a PI falls within this Band, the number of Service Failure Points which accrue is calculated by adding the number of transactions falling within:

- (1) Band 1 multiplied by the Band 1 Service Failure Points; and
- (2) Band 2 multiplied by the Band 2 Service Failure Points.

- 2.5 For PI 31, PI 32 and PI 33 only there are three (3) Bands of Service Failure Points, as shown in the Performance Indicator Table:

- (A) The 'Band 1' column in the Performance Indicator Table indicates the range of performance for the first Band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue.

If the Service Provider's performance for a PI 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.

- (B) The 'Band 2' column in the Performance Indicator Table indicates the range of performance for the second Band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue.

If the Service Provider's performance for a PI falls within this Band, the number of Service Failure Points which accrue is calculated by adding the number of transactions falling within:

- (1) Band 1 multiplied by the Band 1 Service Failure Points; and
- (2) Band 2 multiplied by the Band 2 Service Failure Points.

- (C) The 'Band 3' column in the Performance Indicator Table indicates the range of performance for the second Band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue.

If the Service Provider's performance for a PI falls within this Band, the number of Service Failure Points which accrue is calculated by adding the number of transactions falling within:

- (1) Band 1 multiplied by the Band 1 Service Failure Points;
- (2) Band 2 multiplied by the Band 2 Service Failure Points; and
- (3) Band 3 multiplied by the Band 3 Service Failure Points.

Calculation of Service Failure Deductions (Effective from 1st March 2012)

2.6 From 1st March 2012:

- (A) the Performance Board shall at each Performance Board meeting agree the value for the cap to be applied to the Service Failure Deductions in the following three (3) Month period (the “**Service Failure Deduction Cap**”). The value of the Service Failure Deduction Cap shall be at a sum equivalent to twenty percent (20%) of the expected Monthly Operational Charges for the three (3) Month period; and
- (B) TTL shall:
- (1) set a cap on the contribution of each individual PI to the Service Failure Deduction for the following Month (the “**Service Failure Deduction Individual Cap**”) by:
 - (a) applying a percentage (%) allocation of the total Service Failure Deduction to each PI;
 - (b) the percentage range for each PI shall be between zero percent (0%) and forty percent (40%); and
 - (c) the total allocation shall be one hundred percent (100%);
 - (2) notify the Service Provider of the Service Failure Deduction Individual Caps no later than the seventh (7th) day of each Month in order for the allocation to be effective for the following Month.

2.7 The Service Failure Deduction for each Month shall be the sum of the Service Failure Points deducted for each individual PI, where the deduction for each individual PI is calculated as follows:

$$C = (A - B) \times Z$$

Where:

- C = the monetary value of the contribution of the individual PI to the Service Failure Deduction to be deducted from the Monthly Operational Charges, which shall be subject to the Service Failure Deduction Individual Cap
- A = the Service Failure Points accrued in a particular Month for an individual PI, calculated in accordance with this Schedule 5
- B = any attributable Service Lets for the particular Month for an individual PI, calculated in accordance with this Schedule 5
- Z = the value of each Service Failure Point (the “**Service Failure Point Value**”), effective from the Original Effective Date is one Pound Sterling (£1) per Service Failure Point

Worked Examples:

Assuming:

Service Failure Deduction Cap is £200,000:

A is £50,000

*% allocation to PI n = 20%, then Service Failure Deduction Individual Cap (PI n) = £200,000 * 20% = £40,000*

So for PI n:

$$C = (A - B) \times Z$$

If A = 50,000 and B = 5,000 then C = 45,000 x £1 = £45,000

But Service Failure Deduction shall be £40,000 as the cap applies

If A = 50,000 and B = 15,000 then C = 25,000 x £1 = £25,000

Service Failure Deduction shall be £25,000.

2.8 The value of the Service Failure Deductions shall be:

- (A) deducted from the Monthly Operational Charges for that Month; and
- (B) 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.

2.9 The Service Provider shall diligently seek to perform and complete each Service Element (or part thereof) which is subject to the Performance Management Regime (an “**Action**”), notwithstanding that it shall have accrued Service Failure Points in respect of such Action.

Service Lets

2.10 From 1st March 2012 to 13th December 2013, the value of the Service Failure Deductions shall be amended subject to the following conditions:

- (A) the Service Provider shall be entitled to claim a reduction in the Service Failure Points for certain PIs if any of the transaction volumes set out in the following tables are exceeded:
 - (1) Table 2 (*Phase 2 On-Street Transaction Volumes*);
 - (2) Table 3 (*Phase 2 System Transaction Volumes*); and
 - (3) Table 4 (*Phase 2 Contact Centre Transaction Volumes*),(each a “**Service Let**”).

- (B) When the On-Street Transaction Volumes set out in Table 2.1 (*Phase 2 On-Street Transaction Volumes*) below are exceeded, a Service Let shall be granted for the Service Failure Points accrued for the following PIs only:
- (1) PI 18 (*Priority 1 Empty Docking Stations*);
 - (2) PI 19 (*Priority 2 Empty Docking Stations*);
 - (3) PI 20 (*Priority 1 Full Docking Stations*);
 - (4) PI 21 (*Priority 2 Full Docking Stations*).
 - (5) PI 22 (*Empty Stations – Max Time Period*);
 - (6) PI 23 (*Full Stations – Max Time Period*);
 - (7) PI 24 (*Bicycle Availability*) (*);
 - (8) PI 31 (*Priority 1 Full or Empty Docking Station Maximum Time Period*);
 - (9) PI 32 (*Priority 2 Full or Empty Docking Station Maximum Time Period*); and
 - (10) PI 33 (*Priority 1 and Priority 2 Full or Empty Docking Station Maximum Time Period*).

Table 2.1: Phase 2 On-Street Transaction Volumes

	Transaction Volumes		
	Monthly (*)	Daily Peak	Hourly Peak
On-Street Subscriptions	296,000	12,768	1,800
Bicycle Hires	1,680,000	50,000	6,160

Note:

Average daily figure (calculated over a 1 week period) = 45,000 Bicycle Hires

(*) In respect of PI 24 (*Bicycle Availability*) only, the “Monthly transaction volumes only shall apply and not the “Daily Peak” or “Hourly Peak” sums.

- (C) When the System Transaction Volumes set out in Table 3.1 (*Phase 2 System Transaction Volumes*) below are exceeded, a Service Let shall be granted for the Service Failure Points accrued for the following PIs only:
- (1) PI 9 (*Terminal Performance – Subscription, Purchase and Release Code*);
 - (2) PI 10 (*Terminal Performance – Release Code*);
 - (3) PI 11 (*Performance at the Docking Point – Subscription Purchase*); and
 - (4) PI 12 (*Performance at the Docking Point – Active Subscription*).

Table 3.1: Phase 2 System Transaction Volumes

	Transaction Volumes		
	Monthly	Daily Peak	Hourly Peak
On-Street Subscriptions	296,000	12,768	1,800
Bicycle Hires	2,234,400	74,480	10,374

(D) When the Contact Centre Transaction Volumes set out in Table 4.1 (Phase 2 Contact Centre Transaction Volumes) below are exceeded, a Service Let shall be granted for the Service Failure Points accrued for the following PIs only:

- (1) PI 1 (*Membership Applications*);
- (2) PI 2 (*Priority 1 Contacts Requiring Follow-up*);
- (3) PI 3 (*Priority 2 Contacts Requiring Follow-up*);
- (4) PI 4 (*Blocked Calls*);
- (5) PI 5 (*Abandon Rate*);
- (6) PI 6 (*Queuing Time Objective*);
- (7) PI 7 (*Contact Centre Availability*); and
- (8) PI 8 (*Timely Application of Refunds*).

Table 4.1: Phase 2 Contact Centre Transaction Volumes

	Transaction Volumes	
	Monthly	Weekly Peak
Customer Calls	1.1 x Monthly forecast volumes	1.1 x Monthly forecast volumes for the week (Month forecast volume / days in Month x 7)

(E) When the 'Hourly Peak' transaction volumes set out in:

- (1) Table 2.1 (*Phase 2 On-Street Transaction Volumes*) above are exceeded by the amount set out in Table 5.1(a) (*Phase 2 Transaction Volumes and Service Lets*) below, the Service Let shall be granted for a percentage of the Service Failure Points attributable to that particular day in accordance Table 5.1(a) below; and/or
- (2) Table 3.1 (*Phase 2 System Transaction Volumes*) above Table 5.1(b) (*Phase 2 Transaction Volumes and Service Lets*) below, the Service Let shall be granted for a percentage of the Service Failure Points attributable to that particular day in accordance with Table 5.1(b) below.

Table 5.1(a): Transaction Volumes and Service Lets

Service Let (calculated as a percentage reduction of the relevant Service Failure Points)	Transaction volumes (Hourly)
On-Street Subscriptions	
40%	between 100% and 132% of the 'Hourly Peak'
75%	133% and over of the 'Hourly Peak'

Table 5.1(b): Transaction Volumes and Service Lets

Service Let (calculated as a percentage reduction of the relevant Service Failure Points)	Transaction volumes (Hourly)
Bicycle Hires	
40%	6,160
75%	7,500

(F) If there has been a Severity 1 or Severity 2 Incident, no Service Let shall be granted, unless the Service Provider can demonstrate to TTL via their auditable records that such Severity 1 or Severity 2 Incident:

- (1) was not within the Service Provider's control;
- (2) was not caused by the acts and/or omissions of the Service Provider;
- (3) has had a detrimental effect on the Service Provider's ability perform its obligations in accordance with relevant the PI; and
- (4) in each case that the Service Provider has taken all necessary actions to mitigate the impact of the Severity 1 or Severity 2 Incident.

2.11 From 13th December 2013, the value of the Service Failure Deductions shall be amended subject to the following conditions:

(A) the Service Provider shall be entitled to claim a Service Let for certain PIs if any of the transaction volumes set out in the following tables:

- (1) Table 2.2 (*Phase 3 On-Street Transaction Volumes*);
- (2) Table 3.2 (*Phase 3 System Transaction Volumes*); and
- (3) Table 4.2 (*Phase 3 Contact Centre Transaction Volumes*).

(B) When the On-Street Transaction Volumes set out in Table 2.2 (*Phase 3 On-Street Transaction Volumes*) below are exceeded, a Service Let shall be granted for the Service Failure Points accrued for the following PIs only:

- (1) PI 18 (*Priority 1 Empty Docking Stations*);
- (2) PI 19 (*Priority 2 Empty Docking Stations*);
- (3) PI 20 (*Priority 1 Full Docking Stations*);
- (4) PI 21 (*Priority 2 Full Docking Stations*).
- (5) PI 22 (*Empty Stations – Max Time Period*);
- (6) PI 23 (*Full Stations – Max Time Period*);
- (7) PI 24 (*Bicycle Availability*) (*) (**);

- (8) PI 31 (*Priority 1 Full or Empty Docking Station Maximum Time Period*);
- (9) PI 32 (*Priority 2 Full or Empty Docking Station Maximum Time Period*); and
- (10) PI 33 (*Priority 1 and Priority 2 Full or Empty Docking Station Maximum Time Period*).

Table 2.2: Phase 3 On-Street Transaction Volumes

	Transaction Volumes			
	Monthly (*)	Weekly (**)	Daily Peak	Hourly Peak
Bicycle Hires	2,016,000	300,000	60,000	7,400
On-Street Subscriptions	3,096,000	N/A	103,200	4,300

Note: (*) In respect of PI 24 (*Bicycle Availability*) only, the “Monthly” and “Weekly” transaction volumes only shall apply and not the “Daily Peak” or “Hourly Peak” sums.
 (**) “Weekly” transaction volumes calculated over 5 days and shall only apply to PI 24 (*Bicycle Availability*).

- (C) When the System Transaction Volumes set out in Table 3.2 (*Phase 3 System Transaction Volumes*) below are exceeded, a Service Let shall be granted for the Service Failure Points accrued for the following PIs only:
- (1) PI 9 (*Terminal Performance – Subscription, Purchase and Release Code*);
- (2) PI 10 (*Terminal Performance – Release Code*);
- (3) PI 11 (*Performance at the Docking Point – Subscription Purchase*); and
- (4) PI 12 (*Performance at the Docking Point – Active Subscription*).

Table 3.2: Phase 3 System Transaction Volumes

	Transaction Volumes		
	Monthly	Daily Peak	Hourly Peak
On-Street Subscriptions	3,096,000	103,200	4,300
Bicycle Hires	13,464,000	448,800	18,700

- (D) When the Contact Centre Transaction Volumes set out in Table 4.2 (*Phase 3 Contact Centre Transaction Volumes*) below are exceeded, a Service Let shall be granted for the Service Failure Points accrued for the following PIs only:
- (1) PI 1 (*Membership Applications*);
- (2) PI 2 (*Priority 1 Contacts Requiring Follow-up*);
- (3) PI 3 (*Priority 2 Contacts Requiring Follow-up*);
- (4) PI 4 (*Blocked Calls*);

- (5) PI 5 (*Abandon Rate*);
- (6) PI 6 (*Queuing Time Objective*);
- (7) PI 7 (*Contact Centre Availability*); and
- (8) PI 8 (*Timely Application of Refunds*).

Table 4.2: Phase 3 Contact Centre Transaction Volumes

	Transaction Volumes	
	Monthly	Weekly Peak
Customer Calls	1.1 x Monthly forecast volumes	1.1 x Monthly forecast volumes for the week (Month forecast volume / days in Month x 7)

- (E) When the 'Hourly Peak' transaction volumes set out in:
- (1) Table 2.2 (*Phase 3 On-Street Transaction Volumes*) above are exceeded by the amount set out in Table 5.2(a) (*Phase 3 Transaction Volumes and Service Lets*) below, a Service Let shall be granted for a percentage of the Service Failure Points attributable to that particular day in accordance Table 5.2(a) below; and/or
 - (2) Table 3.2 (*Phase 3 System Transaction Volumes*) above are exceeded by the amount set out in Table 5.2(b) (*Phase 3 Transaction Volumes and Service Lets*) below, a Service Let shall be granted for a percentage of the Service Failure Points attributable to that particular day in accordance Table 5.2(b) below.

Table 5.2(a): Transaction Volumes and Service Lets

Service Let (calculated as a percentage reduction of the relevant Service Failure Points)	Transaction volumes (Hourly)
On-Street Subscriptions	
40%	Between 100% and up to 132% of the 'Hourly Peak'
75%	133% and over of the 'Hourly Peak'

Table 5.2(b): Transaction Volumes and Service Lets

Service Let (calculated as a percentage reduction of the relevant Service Failure Points)	Transaction volumes (Hourly)
Bicycles Hires	
40%	7,400
75%	9,010

- (F) If there has been a Severity 1 or Severity 2 Incident, no Service Let shall be granted, unless the Service Provider can demonstrate to TTL via their auditable records that such Severity 1 or Severity 2 Incident:
- (1) was not within the Service Provider's control;
 - (2) was not caused by the acts and/or omissions of the Service Provider;

- (3) has had a detrimental effect on the Service Provider's ability perform its obligations in accordance with relevant the PI; and
- (4) in each case that the Service Provider has taken all necessary actions to mitigate the impact of the Severity 1 or Severity 2 Incident.

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

- [REDACTED]

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- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

3. Start Points, End Points and Temporarily Closed Items

3.1 For the purposes of the PIs, in respect of any Action:

- (A) the 'Start Point' of a particular Action shall be whenever the Service Provider commenced or should have commenced performance of the Action; and

- (B) the 'End Point' of a particular Action shall be whenever the Service Provider successfully completes the Action,

as indicated in the Performance Indicator Table.

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:

- (1) deemed 'temporarily closed'; and
- (2) treated as if the End Point for that Action was the last day of that Month for the purposes of calculation of the relevant PI for that Month.

For the avoidance of doubt, Service Failure Points may accrue in respect of 'temporarily closed' Actions; and

- (B) once the End Point for that Action is actually achieved, the calculation of the relevant PI 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 PI (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 The Service Provider's performance in meeting the Service Levels in respect of each PI shall be reported, monitored and assessed Monthly in accordance with Schedule 10 (*Contract Management and Reporting*).

4.3 In addition to providing the Performance Indicator Reports, the Service Provider shall measure and provide such Data as is reasonably required by TTL Personnel for the purposes of:

- (A) monitoring the Service Provider's performance in meeting the Service Levels and PIs; and
- (B) assessing whether any Service Lets and/or Incentive Payments are due to the Service Provider.

4.4 If, as part of a quality monitoring exercise carried out in accordance with the relevant Statement of Requirements, it is found that the Service Provider's performance is lower than that reported in the relevant Performance Indicator Report, including due to Service Provider error, 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 or a Service Let and/or Incentive Payment has been claimed in error:

- (A) the performance level for the Month(s) shall be adjusted accordingly;
- (B) the level of Service Failure Points which would have accrued shall be calculated and the:
 - (1) difference between this figure and the amount of Service Failure Points actually applied shall be calculated; and
 - (2) corresponding Service Failure Deductions (if any) shall be:
 - (a) added to the Service Failure Deductions due; and
 - (b) applied to the Monthly Operational Charges for the then current Month; and
- (C) the Service Provider shall credit against the Monthly Operational Charges an amount equal to:
 - (1) the value of the sum calculated in accordance with paragraph 4.4(B) above;
 - (2) the interest on the aggregate, calculated at the Interest Rate, from the end of each relevant Month to the date of the Invoice for the current Month,

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

4.5 The Service Provider shall be responsible for ensuring that all Performance Indicator Reports are accurately prepared, using up to date and accurate Data. Subject to paragraph 4.6 below, any absence of Data from Performance Indicator Reports and any other reports requested by TTL Personnel, may at TTL's discretion be deemed a maximum accrual of Service Failure Points for all PIs to which the inaccurate and/or unavailable Data relates.

4.6 Where the Service Provider believes there are mitigating circumstances for the inaccurate and/or unavailable Data, the Service Provider may present to TTL:

- (A) reasons why this Data is inaccurate and/or unavailable;
- (B) what actions shall be taken to ensure it shall be accurate and/or available in future; and
- (C) provide reasonable evidence that the relevant Service Elements were not adversely affected during the period of lost Data.

TTL may, at its absolute discretion and without prejudice to its other rights and remedies under this Agreement:

- (1) consider all reasonable requests;
- (2) use reports from Third Parties to validate the information supplied by the Service Provider; and/or
- (3) 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 TTL 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 5, including:

- (A) the PIs;
- (B) the Acceptable Service Levels;
- (C) the Incentive Trigger Service Levels;
- (D) the Bands set out in paragraph 2.4 and paragraph 2.5 above (*Performance Management Regime Overview*);
- (E) the Service Failure Points;
- (F) the Incentivised PIs and Incentive Payments; and
- (G) the Start Point and/or the End Point of a particular transaction measured against a PI and/or the Service Failure Point Values.

5.2 Any such Changes to the Performance Management Regime shall be implemented in accordance with the Change Control Request Procedure.

5.3 TTL and the Service Provider shall review the Performance Management Regime annually, any Changes shall be implemented in accordance with the Change Control Request Procedure.

5.4 Due to the staged nature of Phase 2 and Phase 3, the Acceptable Service Levels and Incentive Trigger Service Levels for certain PIs shall be subject to review and/or amendment as stated in the description of each PI set out in paragraph 6 (*Further Details Relating To The PIs*) below. Where an Acceptable Service Level is not specified, the Acceptable Service Level shall be determined by the Performance Board. In the event that the Performance Board is unable to agree on the relevant Acceptable Service Level, then TTL acting reasonably and in good faith shall be entitled to specify the relevant Acceptable Service Level.

5.5 TTL and the Service Provider may at any time request a Change to the Acceptable Service Levels and Incentive Trigger Service Levels for the following PIs only, and any joint review and/or amendment shall be discussed and agreed at the Performance Board and implemented in accordance with the Change Control Request Procedure:

- (A) PI 18 (*Priority 1 Empty Docking Stations*);

- (B) PI 19 (*Priority 2 Empty Docking Stations*);
- (C) PI 20 (*Priority 1 Full Docking Stations*);
- (D) PI 21 (*Priority 2 Full Docking Stations*);
- (E) PI 22 (*Empty Stations – Max Time Period*); and
- (F) PI 23 (*Full Stations – Max Time Period*).

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

6.1 The following clarifications and obligations on the Service Provider relate to all PIs referred to in Performance Indicator Table:

- (A) When calculating performance for each PI, the measure shall exclude:
 - (1) such periods of time where the:
 - (a) Service Provider has properly requested information required for the completion of the transaction from the Customer, other Third Parties, including the Merchant Acquirer or TTL; and
 - (b) the failure of Third Party systems outside of the control of the Service Provider, and for which the Service Provider can show via their auditable records that such failure has restricted the Service Provider's performance against the PI. This exclusion shall not apply where the restriction has been caused by the acts or omissions of the Service Provider;
 - (2) Planned Downtime of the Service Systems; and
 - (3) periods of restricted access to Docking Stations outside the reasonable control of the Service Provider, but only where and to the extent that the Service Provider is genuinely restricted from obtaining timely access and following review of the evidence provided TTL agrees. For the avoidance of doubt, any exclusion due to planned events such as 'The London Marathon' will only be permissible where they have been agreed in advance with TTL; and
- (B) the provisions of Clauses 56 (*Compensation Events*), 59 (*Relief Events*) and 60 (*Force Majeure*) are applicable to PIs.

Contact Centre PIs

PI 1 Registered Customer Applications

- PI 1.1 95% of all Registered Customer applications shall be processed by the Service Provider within three (3) Working Days of receipt.
- PI 1.2 100% of all Registered Customer applications shall be processed by the Service Provider within seven (7) Working Days of the Service Provider's receipt of the Register Customer application.

PI 1.3 The Start Point shall be when the Service Provider receives a Registered Customer application and creates a Customer Record.

PI 1.4 The End Point shall be when the Welcome Pack is despatched to the relevant Registered Customer.

PI 2 Priority 1 Contacts Requiring Follow-Up

PI 2.1 A “**Contact Requiring Follow-Up**” is any contact from a Customer received via any channel, apart from telephone contacts that require no further action on completion of the call.

PI 2.2 95% of all Priority 1 Contacts Requiring Follow-Up shall be accurately responded to by the Service Provider within three (3) Working Days.

PI 2.3 100% of all Priority 1 Contacts Requiring Follow-Up shall be accurately responded to by the Service Provider within ten (10) Working Days

PI 2.4 The initial list of contacts classified as Priority 1 is below, this list may be modified from time to time in agreement with the Service Provider:

- Refund Request
- Billing Enquiry
- Key Activation
- Report of missing or stolen bike.

PI 2.5 “**Accurately responded to**” means that a complete reply, which addresses all points raised by the Customer and provides advice in accordance with the Business Rules and TfL Group Policy, has been sent to the Customer by the Service Provider.

PI 2.6 The processing time shall be measured as the duration between the time and date on which the inbound contact is recorded as a case in the CRM System to the time and date of closure of the case within the CRM System following despatch of the response to the Customer. Should there be a delay, for any reason, between a Customer making contact, and that contact being recorded in the Service System, the time of the initial contact shall be the Start Point.

PI 2.7 Priority 1 Contacts Requiring Follow-Up which cannot be accurately responded to by the Service Provider may be escalated by the Service Provider to TTL Personnel and the time with TTL Personnel is excluded from the processing time.

PI 3 Priority 2 Contacts Requiring Follow-Up

PI 3.1 A “**Contact Requiring Follow-Up**” is any contact from a Customer received via any channel, apart from telephone contacts that require no further action on completion of the call.

- PI 3.2 95% of all Priority 2 Contacts Requiring Follow-Up shall be accurately responded to by the Service Provider within five (5) Working Days
- PI 3.3 100% of all Priority 2 Contacts Requiring Follow-Up shall be accurately responded to by the Service Provider within ten (10) Working Days.
- PI 3.4 A Priority 2 contact is any contact that is not classed as a Priority 1 contact.
- PI 3.5 “**Accurately responded to**” means that a complete reply, which addresses all points raised by the Customer and provides advice in accordance with the Business Rules and TfL Group Policy, has been sent to the Customer by the Service Provider.
- PI 3.6 The processing time shall be measured as the duration between the time and date on which the inbound contact is recorded as a case in the CRM System to the time and date of closure of the case within the CRM System following despatch of the response to the Customer
- PI 3.7 Priority 2 Contacts Requiring Follow-Up which cannot be accurately responded to by the Service Provider may be escalated by the Service Provider to TTL Personnel and the time with TTL Personnel is excluded from the processing time.

PI 4 Blocked Calls

- PI 4.1 “**Blocked Calls**” are calls where the caller is presented with a dead line, engaged tone, or message that all the lines are busy. The service provider will not be responsible for blocked calls before they are delivered to the PSDN network.
- PI 4.2 The Service Provider shall ensure that no more than 0.1% of all calls, per calendar day, made to the Contact Centre are Blocked Calls.

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.
- PI 5.2 The number of seconds that a call can be in an IVR queue without being eligible for inclusion in the PI calculation shall be progressively tightened as detailed below:
- (A) From 1 October 2011 to 29 February 2012, X above shall be fifteen (15) seconds; then
- (B) From 1 March 2012 to 30 September 2012, X above shall be ten (10) seconds; then
- (C) From 1 October 2012 to 30 November 2013, X above shall be five (5) seconds; then
- (D) From 13 December 2013 onwards, X above shall be zero (0) seconds.
- PI 5.3 Any calls passed to a secondary Call Centre not approved by TTL shall be

treated as Abandoned.

- PI 5.4 The Service Provider shall ensure that during the Contact Centre opening hours no more than 5% of all calls, per calendar week, made to the Contact Centre at any time are Abandoned Calls.

PI 6 Queuing Time Objective

- PI 6.1 80% of calls into the Contact Centre per calendar week during the Contact Centre opening hours shall be answered by a Customer Service Representative within twenty (20) seconds of the call being received on the switch at the Contact Centre.
- PI 6.2 Any calls answered by a secondary Call Centre not approved by TTL shall be classed as exceeding the twenty second target. Where the secondary Call Centre is approved by TTL the total queuing time across the Contact Centre and secondary Call Centre shall be used.
- PI 6.3 This measure shall exclude the length of time taken to deliver the data protection message and first level IVR System message.
- PI 6.4 Where calls are queued from the IVR System, when a Customer chooses to redirect the call to a Customer Service Representative, the period measured shall be from the moment the Customer redirects the call using the relevant IVR System option.

PI 7 Contact Centre Availability

- PI 7.1 Contact Centre availability is defined as the proportion of time over a selected calendar month that the Contact Centre is available to receive Customer calls.
- PI 7.2 “**Available to receive Customer calls**” means that Customers are able to successfully connect to the IVR System or a Customer Service Representative (during Contact Centre opening hours as defined in the Statement of Requirements), as selected by the Customer.
- PI 7.3 The Acceptable Service Level for Contact Centre availability is 99.9% over the calendar month, excluding any periods outside Contact Centre opening hours that may be generally provided for by an ‘out-of-office-hours’ call answering facility.
- PI 7.4 For the avoidance of doubt this PI includes weekend days and public holidays, but excludes any periods outside Contact Centre opening hours that may generally be provided for by an ‘out-of-office-hours’ call answering facility.

PI 8 Timely application of Refunds

- PI 8.1 95% of all Refund requests, shall be responded to by the Service Provider, within 10 Working Days of receiving the initial request/query.
- PI 8.2 The processing time shall be measured as the duration between the time and

date on which the inbound request/query is recorded as a case in the CRM System to the time and date of closure of the case within the CRM System following despatch of the response and, where applicable, refund to the Customer.

PI 8.3 Where a Refund is to a credit or debit card the case shall not be closed until after the Refund has been sent to the relevant Merchant Acquirer for processing.

PI 8.4 The response shall be one of the following:

- (A) an explanation of why the Refund request has been declined;
- (B) a letter enclosing the refunded amount as a cheque; or
- (C) a Customer communication indicating the refund amount and mechanism by which it has been refunded.

PI 8.5 This measure:

- (A) 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; and
- (B) includes re-credits but shall exclude transaction reversals. The Service Provider shall set out the volume of, and distinguish between, all re-credits and transaction reversals in the relevant Month in the relevant Performance Indicator Report.

Service Systems PIs

PI 9 Terminal Performance – Subscription Purchase and Release Code

PI 9.1 The Service Provider shall be assessed on the total transaction time taken for a Non-Registered Customer to hire a Bicycle at the Terminal by purchasing a Subscription and obtaining a release code, excluding any transaction time attributable to the Merchant Acquirer systems, Customer viewing time and/or time waiting for Customer input.

PI 9.2 The total transaction time for a Non-Registered Customer to hire a Bicycle at the Terminal by purchasing a Subscription and obtaining a release code shall be progressively tightened as detailed below:

- (A) From 1 October 2011 to 29 February 2012, ninety percent (90%) of transactions shall be completed in thirty (30) seconds or less; then
- (B) From 1 March 2012 to 30 September 2012, ninety percent (90%) of transactions shall be completed in twenty (20) seconds or less; then
- (C) From 1 October 2012 onwards, ninety five percent (95%) of transactions shall be completed in ten (10) seconds or less.

- PI 9.3 The PI shall be calculated by taking the total transaction time (T1) minus the Customer viewing and entry time (T2) measured using audit logs from on street and Central System equipment.
- PI 9.4 Time T1 is calculated as the total elapsed time in seconds for the completion of a cycle hire transaction at the terminal the starting point shall be measured from the Customer requesting to hire a Bicycle the end point shall be the generation of the release code.
- PI 9.5 Time T2 is the total elapsed time during the cycle hire transaction period (T1) where the terminal is waiting for customer input to complete. For example, if the transaction requires the customer to make a choice, opt-in for marketing say, the time from completing the display of the request to the customer and the customer entering their choice is included in T2.
- PI 9.6 This shall be measured using an automated system performance report prepared by the Service Provider and made available to TTL. The format and content of these reports shall be designed by the Service Provider and Approved by TTL at least three (3) Months before Original Operational Commencement Date. This automated report shall be revised by the Service Provider and Approved by TTL, to reflect new system functionality, at least three (3) months prior to Milestone 11 (Phase 2 Service Systems Ready for Go-Live) of Schedule 3 (Milestones and Deliverables)
- PI 9.7 Terminal performance shall be calculated as percentages on a monthly basis as:

$$\frac{\text{total number of transactions under X seconds}}{\text{total number of transactions}} * 100$$

PI 10 Terminal Performance – Release Code

- PI 10.1 The Service Provider shall be assessed on the total transaction time taken for a Non-Registered Customer with an active Subscription to hire a Bicycle at the Terminal by obtaining a release code, excluding any transaction time attributable to the Merchant Acquirer systems, Customer viewing time and/or time waiting for Customer input.
- PI 10.2 The total transaction time for a Non-Registered Customer to hire a Bicycle at the Terminal by obtaining a release code shall be progressively tightened as detailed below:
- (A) From 1 October 2011 to 29 February 2012, ninety percent (90%) of transactions shall be completed in ten (10) seconds or less; then
 - (B) From 1 March 2012 to 30 September 2012, ninety percent (90%) of transactions shall be completed in eight (8) seconds or less; then
 - (C) From 1 October 2012 onwards, ninety five percent (95%) of transactions shall be completed in five (5) seconds or less.
- PI 10.3 The PI shall be calculated by taking the total transaction time (T1) minus the Customer viewing and entry time (T2) measured using audit logs from on

street and Central System equipment.

PI 10.4 Time T1 is calculated as the total elapsed time in seconds for the completion of a cycle hire transaction at the terminal the starting point shall be measured from the Customer requesting to hire a Bicycle the end point shall be the generation of the release code.

PI 10.5 Time T2 is the total elapsed time during the cycle hire transaction period (T1) where the terminal is waiting for customer input to complete. For example if the transaction requires the customer to make a choice the time from completing the display of the request to the customer and the customer entering their choice is included in T2.

PI 10.6 This shall be measured using an automated system performance report prepared by the Service Provider and made available to TTL. The format and content of these reports shall be designed by the Service Provider and Approved by TTL at least three (3) Months before relevant Phase Operational Commencement Date.

PI 10.7 Terminal performance shall be calculated as percentages on a monthly basis as:

$$\frac{\text{total number of transactions under X seconds}}{\text{total number of transactions}} * 100$$

PI 11 Performance at the Docking Point – Subscription Purchase

PI 11.1 The Service Provider shall be assessed on the total time taken for a Registered Customer to hire a Bicycle using a valid Cycle Hire Key where there is an associated Subscription Purchase.

PI 11.2 The total transaction time taken for a Registered Customer to hire a Bicycle shall be progressively tightened as detailed below:

(A) From 1 October 2011 to 29 February 2012, ninety percent (90%) of transactions shall be completed in ten (10) seconds or less; then

(B) From 1 March 2012 to 30 September 2012, ninety percent (90%) of transactions shall be completed fifteen (15) seconds or less; then

(C) From 1 October 2012 onwards, ninety five percent (95%) of transactions shall be completed in seven and a half (7.5) seconds or less.

PI 11.3 The Starting Point shall be measured from the Registered Customer touching a valid Cycle Hire Key at the Cycle Hire Key Reader at the Docking Point, the End Point being the release of the Bicycle at the Docking Point.

PI 11.4 The Cycle Hire Key Readers on all Docking Points shall be included in each calculation except as expressly agreed otherwise in writing by TTL.

PI 11.5 Cycle Hire Key performance shall be calculated on a monthly basis as:

$$\frac{\text{total number of transactions under X seconds}}{\text{total number of transactions}} * 100$$

PI 12 Performance at the Docking Point – Active Subscription

PI 12.1 The Service Provider shall be assessed on the total time taken for a Customer with an active Subscription to hire a Bicycle from a Docking Point. Registered Customers will use a valid Cycle Hire Key whereas Non-Registered Customers will input their release code to hire a Bicycle.

PI 12.2 The total transaction time taken for a Customer to hire a Bicycle shall be no greater than X seconds for 95% of transactions where X shall be progressively tightened as detailed below:

(A) From 1 October 2011 to 29 February 2012, ninety percent (90%) of transactions shall be completed in ten (10) seconds or less; then

(B) From 1 March 2012 to 30 September 2012, ninety percent (90%) of transactions shall be completed in eight (8) seconds or less; then

(C) From 1 October 2012 onwards, ninety five percent (95%) of transactions shall be completed in five (5) seconds or less.

PI 12.3 The Starting Point for a Registered Customer shall be measured from the time of inserting a valid Cycle Hire Key at the Cycle Hire Key Reader at the Docking Point. The Starting Point for a Non-Registered Customer shall be the time of entry of a valid release code at the Docking Point keypad. The End Point for all Customers being the release of the Bicycle at the Docking Point.

PI 12.4 The Cycle Hire Key Readers on all Docking Points shall be included in each calculation except as expressly agreed otherwise in writing by TTL.

PI 12.5 Cycle Hire Key performance shall be calculated on a monthly basis as:

$$\frac{\text{total number of transactions under X seconds}}{\text{total number of transactions}} * 100$$

PI 13 Services Website Availability (Monthly availability)

PI 13.1 The Service Provider shall ensure that the availability of the Services Website shall be greater than 99.9% per Month.

PI 13.2 Availability shall be determined on the performance of a sample of web pages, as specified by TTL, using an automated system performance report, to be provided by the Service Provider and made available to TTL. The format and content of these reports shall be as designed by the Service Provider and Approved by TTL prior to the Original Operational Commencement Date.

PI 13.3 Services Website 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 13.4 The web pages included in the sample may be varied from time to time with the agreement of both Parties.

PI 14 Services Website Response Time

PI 14.1 The Service Provider shall ensure that 99.9% of all requests per calendar day are processed in less than two (2) seconds.

PI 14.2 Response times shall be determined on the performance of HTTP and HTTPS web pages as specified by TTL before the Original Operational Commencement Date. The web pages may be varied from time to time by the agreement of both Parties.

PI 14.3 Response times shall be determined by an automated system performance report, to be provided by the Service Provider and made available to TTL. The format and content of these reports shall be as designed by the Service Provider and Approved by TTL prior to the Original Operational Commencement Date.

PI 14.4 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.

PI 14.5 Website performance shall be calculated on a daily basis as:

$$\frac{\text{total number of requests under 2 seconds}}{\text{total number of requests}} * 100$$

PI 15 Terminal Availability

PI 15.1 A Terminal is defined as available when a Customer can complete all elements of a Subscription Purchase and hire a Bicycle and can complete all normally available transactions from any Terminal face.

PI 15.2 Where a Terminal has multiple faces then it is deemed available only if both faces have all components working.

PI 15.3 The Service Provider shall ensure that the availability of all Terminals to the Customer shall be greater than 99% per Month.

PI 15.4 Availability is measured twenty four (24) hours a day, seven (7) days a week excluding scheduled maintenance.

PI 16 Availability and Accuracy of Displayed Information

PI 16.1 The Service Provider shall ensure that all information displayed to Customers is accurate and up to date. This includes the Services Website, the Terminal, the live data feed supplied to TfL's website, and any other channel through which Scheme information may be provided.

PI 16.2 The Service Provider shall ensure that the accuracy of the information displayed to the Customer shall be greater than 99.9% per Day.

PI 16.3 Availability is measured twenty four (24) hours a day, seven (7) days a week excluding scheduled maintenance.

PI 16.4 This PI shall be calculated based upon the availability of the scheme status information provided to update the scheme availability information on the Services Website (the “**Feed**”) and thus the accuracy of the information presented to Customers. The Feed is updated at regular intervals based upon a parameter which is currently set to 3 minutes, delivering 480 Feeds each day. The value of this parameter may be changed at any time.

PI 16.5 Any three (3) consecutive Feeds that are either not received or do not contain any updates shall be classed as a failure, so if five (5) consecutive Feeds are not received, this counts as 3 failures.

PI 16.6 The percentage inaccuracy shall be calculated on a daily basis as:

$$\frac{\text{total number of Feed failures}}{\text{total number of Feeds}} * 100$$

PI 17 Successful Customer Transactions

PI 17.1 The Service Provider shall ensure that most transactions attempted per Day through the Terminals, Docking Points, IVR and Services Website are completed successfully and in a timely manner.

PI 17.2 This PI is calculated on a monthly basis.

PI 17.3 For the period 1 October 2011 to 29 February 2012 this PI shall report unsuccessful transactions as those where a transaction timeout occurs prior to completion of the transaction and the Service Provider shall ensure that 99.9% of all transactions are successful.

PI 17.4 From 1 March 2012 onwards this PI shall report successful transactions based upon a set of reason codes, which may be for successful or unsuccessful transactions, to be supplied by the Service Provider and Approved by TTL prior to the relevant Phase Operational Commencement Date. The Service Provider shall ensure that from 1 March 2012 onwards 99.9% of all transactions are successful.

PI 17.5 Multiple attempts by a Customer to perform the same transaction within a specified short time period shall count as a single unsuccessful transaction

On-street Operations PIs (1)

PI 18 Priority 1 Empty Docking Stations

PI 18.1 From:

(A) 1 October 2011 to 29 February 2012 up to 25%; and

(B) 1 March 2012 onwards up to 10%,

of Docking Stations may be classified as “**Priority 1 Docking Stations**” by TTL based on the importance of the Docking Station to the overall London Cycle Hire Scheme and the Docking Station’s level of use.

PI 18.2 A Docking Station is an “**Empty Docking Station**” when there are no fully functional Bicycles currently located at the Docking Station. An Empty Docking Station could have one or more Bicycles flagged as requiring repair.

PI 18.3 From 1 October 2011 to 13 December 2013:

(A) the total number of minutes, in whole minutes, that each Docking Station is empty shall be accumulated over a day during the period 07:00 to 20:59. For avoidance of doubt, minutes shall not accumulate until a Docking Station has been empty for a full minute. Any temporarily un-available Docking Stations as agreed in advance by TTL will be excluded from this calculation.

(B) the total number of minutes that all Priority 1 Docking Stations can be empty for during a day shall be no greater than X minutes where X shall be set and amended as detailed below:

(1) From 1 October 2011 to 29 February 2012, X above shall be twelve thousand (12,000) minutes; then

(2) From 1 March 2012 to 12 December 2013, X above shall be eight thousand six hundred and fifty (8,650).

PI 18.4 From 13 December 2013:

(A) paragraph PI 18.3 above shall not apply;

(B) the PI 18 shall be the total percentage (%) of Docking Stations that are empty measured over a day during the period 07:00 to 20:59. Any temporarily un-available Docking Stations as agreed in advance by TTL will be excluded from this calculation; and

(C) the total percentage (%) that all Priority 1 Docking Stations can not be empty during a day shall be ninety two (92%).

PI 18.5 All Docking Stations will be classified or reclassified thirty (30) days prior to the Operational Commencement Date. The status of each Docking Station will be subject to review throughout the Term. TTL shall provide the Service Provider with thirty (30) calendar days notice ahead of any change to the classification of Docking Stations.

PI 19 Priority 2 Empty Docking Stations

PI 19.1 “**Priority 2 Docking Stations**” are all those Docking Stations not classed as Priority 1 Docking Stations.

PI 19.2 A Docking Station is an “**Empty Docking Station**” when there are no fully

functional Bicycles currently located at the Docking Station. An Empty Docking Station could have one or more Bicycles flagged as requiring repair

PI 19.3 From 1 October 2011 to 13 December 2013:

- (A) the total number of minutes, in whole minutes, that each Docking Station is empty shall be accumulated over a day during the period 07:00 to 20:59. For avoidance of doubt, minutes shall not accumulate until a Docking Station has been empty for a full minute. Any temporarily un-available Docking Stations as agreed in advance by TTL will be excluded from this calculation; and
- (B) the total number of minutes that all Priority 2 Docking Stations can be empty for during a day shall be no greater than X minutes where X shall be set and amended as detailed below:
 - (1) From 1 October 2011 to 29 February 2012, X above shall be forty five thousand (45,000) minutes; then
 - (2) From 1 March 2012 to 30 November 2013, X above shall be sixty thousand six hundred and forty six (60,646).

PI 19.4 From 13 December 2013:

- (A) paragraph PI 19.3 above shall not apply;
- (B) this PI 19 shall be the total percentage (%) of Docking Stations that are empty measured over a day during the period 07:00 to 20:59. Any temporarily un-available Docking Stations as agreed in advance by TTL will be excluded from this calculation; and
- (C) the total percentage (%) that all Priority 1 Docking Stations can not be empty during a day shall be ninety one percent (91%).

PI 19.5 All Docking Stations will be classified or reclassified thirty (30) days prior to the relevant Phase Operational Commencement Date. The status of each Docking Station will be subject to review throughout the Term. TTL shall provide the Service Provider with thirty (30) calendar days notice ahead of any change to the classification of Docking Stations.

PI 20 Priority 1 Full Docking Stations

PI 20.1 From:

- (A) 1 October 2011 to 29 February 2012 up to 25%; and
- (B) 1 March 2012 onwards up to 10%,

of Docking Stations may be classified as “**Priority 1 Docking Stations**” by TTL based on the importance of the Docking Station to the overall London Cycle Hire Scheme and the Docking Station’s level of use.

PI 20.2 A Docking Station is a “**Full Docking Station**” when there are no empty Docking Points at the relevant Docking Station.

PI 20.3 From 1 October 2011 to 13 December 2013:

- (A) the total number of minutes, in whole minutes, that each Docking Station is full shall be accumulated over a day during the period 07:00 to 20:59. For avoidance of doubt, minutes shall not accumulate until a Docking Station has been full for a full minute. Any temporarily un-available Docking Stations as agreed in advance by TTL will be excluded from this calculation; and
- (B) the total number of minutes that all Priority 1 Docking Stations can be full for during a day shall be no greater than X minutes where X shall be set and amended as detailed below:
 - (1) From 1 October 2011 to 29 February 2012, X above shall be eight thousand four hundred (8,400) minutes; then
 - (2) From 1 March 2012 to 30 November 2013, X above shall be six thousand and fifty five (6,055).

PI 20.4 From 13 December 2013:

- (A) paragraph PI 20.3 shall not apply;
- (B) this PI 20 shall be the total percentage (%) of Docking Stations that are full measured over a day during the period 07:00 to 20:59. Any temporarily un-available Docking Stations as agreed in advance by TTL will be excluded from this calculation; and
- (C) the total percentage (%) that all Priority 1 Docking Stations can not be full during a day shall be ninety six (96%).

PI 20.5 All Docking Stations will be classified or reclassified thirty (30) days prior to the relevant Phase Operational Commencement Date. The status of each Docking Station will be subject to review throughout the Term. TTL shall provide the Service Provider with thirty (30) calendar days notice ahead of any change to the classification of Docking Stations.

PI 21 Priority 2 Full Docking Stations

PI 21.1 “**Priority 2 Docking Stations**” are all those Docking Stations not classed as Priority 1 Docking Stations.

PI 21.2 A Docking Station is a “**Full Docking Station**” when there are no empty Docking Points at the relevant Docking Station.

PI 21.3 From 1 October 2012 to 13 December 2013:

- (A) the total number of minutes, in whole minutes, that each Docking Station is full shall be accumulated over a day during the period 07:00 to 20:59. For avoidance of doubt, minutes shall not accumulate until a Docking Station has been full for a full minute. Any temporarily un-available Docking Stations as agreed in advance by TTL will be excluded from this calculation;

(B) the total number of minutes that all Priority 2 Docking Stations can be full for during a day shall be no greater than X minutes where X shall be set and amended as detailed below:

(1) From 1 October 2011 to 29 February 2012, X above shall be twenty two thousand (22,000) minutes; then

(2) From 1 March 2012 to 30 November 2013, X above shall be twenty nine thousand six hundred and forty nine (29,649).

PI 21.4 From 13 December 2013:

(A) paragraph PI 21.3 above shall not apply;

(B) this PI 21 shall be the total percentage (%) of Docking Stations that are full measured over a day during the period 07:00 to 20:59. Any temporarily un-available Docking Stations as agreed in advance by TTL will be excluded from this calculation; and

(C) the total percentage (%) that all Priority 1 Docking Stations can not be full during a day shall be ninety five percent (95%).

PI 21.7 All Docking Stations will be classified or reclassified thirty (30) days prior to the relevant Phase Operational Commencement Date. The status of each Docking Station will be subject to review throughout the Term. TTL shall provide the Service Provider with thirty (30) calendar days notice ahead of any change to the classification of Docking Stations.

PI 22 Empty Station Maximum Time Period

PI 22.1 This PI shall measure the number of times within a calendar day that each:

(A) Priority 1 Docking Station is empty for a continuous period of greater than X instances, X minutes and the length of the continuous period; and

(B) Priority 2 Docking Station is empty for a continuous period of greater than X instances, X minutes and the length of the continuous period.

PI 22.2 A Docking Station is an “**Empty Docking Station**” when there are no fully functional Bicycles currently located at the Docking Station. An Empty Docking Station could have one or more Bicycles flagged as requiring repair.

PI 23 Full Station Maximum Time Period

PI 23.1 This PI shall measure the number of times within a calendar day that each:

(A) Priority 1 Docking Station is full for a continuous period of greater than X instances, X minutes and the length of the continuous period; and

(B) Priority 2 Docking Station is full for a continuous period of greater than X instances, X minutes and the length of the continuous period.

PI 23.2 A Docking Station is a “**Full Docking Station**” when there are no empty

Docking Points at the relevant Docking Station.

PI 24 Bicycle Availability

- PI 24.1 The “**Expected Bicycle Number**” shall be based on the Agreed Daily Bicycle Requirements as adjusted and agreed by TTL in advance to allow for any temporarily un-available Docking Stations.
- PI 24.2 The minimum number of Bicycles available shall not drop below X% of the Expected Bicycle Number during non-peak hours and Y% during peak hours where X and Y shall be tightened as detailed below:
- (A) From 1 October 2011 to 29 February 2012, X above shall be eighty five percent (85%) and Y above shall be eighty percent (80%);
 - (B) From 1 March 2012 to 30 November 2013, X above shall be ninety percent (90%) and Y above shall be eighty five percent (85%); then
 - (C) From 13 December 2013, the minimum number of Bicycles available shall not drop below ninety five percent (95%) of the Expected Bicycle Number at any time and paragraphs PI 24.3 and PI 24.4 below shall not apply.
- PI 24.3 Peak hours are between the hours of 07:00 to 10:00 and 16:00 to 19:00 the same day. Should the Service Provider introduce bike tracking then, from the date that TTL accepts this functionality into live service, the afternoon peak hour period shall be extended from 16:00 to 21:00.
- PI 24.4 Non-peak hours are between the hours of 10:00 and 16:00 and 19:00 to 21:00. Should the Service Provider introduce bike tracking then, from the date that TTL accepts this functionality into live service, the second non-peak period shall cease.
- PI 24.5 A Bicycle will be deemed as Available when it is either:
- (A) in use by a Customer; or
 - (B) docked at a Docking Point with no repair flag against it.
- PI 24.6 This PI shall be reported as the greatest daily variance from the target figure. For example after March 2012, if the worst values achieved for X and Y were 87% and 80% respectively, this PI would report a 5% variance.

General PIs

PI 25 Contract Compliance

- PI 25.1 The Service Provider shall at all times comply fully with this Agreement.
- PI 25.2 Band 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 Service Elements 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 (including Customers) or the TfL Group, as determined by TTL (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 of the identification of the breach.

PI 25.3 Band 1 - 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 TTL (acting reasonably).

PI 25.4 In the event that:

- (A) PI 25 is breached as described in PI 25.2 and/or PI 25.3 above; and
- (B) 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 PI 25 in that Month.

PI 25.5 TTL and the Service Provider shall provide written notification of any perceived breach of this PI during the course of the relevant month, or when a perceived breach is first identified, together with reasonably verifiable evidence of such, and stating whether such breach is a high, medium or low severity breach. The Service Provider and TTL shall discuss and seek to agree the perceived breach and its attendant severity at the next monthly meeting to review and approve the draft PI report prior to its formal submission.

PI 26 Timely, Complete and Correct Provision of Reports

PI 26.1 The Service Provider shall provide complete and correct Reports in accordance with the timescales set out in this Agreement or as otherwise notified and expressly agreed in writing by the Parties 100% of the time for recurring reports and 95% of the time for ad hoc reports.

PI 26.2 For ad hoc report requests, if the Service Provider receives a substantial number of simultaneous ad hoc report requests they may apply to TTL for their exclusion from this calculation. The Service Provider shall apply for exclusion immediately on receipt of the request(s) and shall provide reasonable supporting evidence substantiating the need for any exclusions for TTL’s agreement. Notwithstanding the above, as the Service Provider is fully conversant with the dates for Mayor’s questions, the Service Provider is not expected to apply for an exclusion due to these.

PI 26.3 For recurring Reports (e.g. daily, weekly, Monthly), each instance of such a

Report delivered on its due date shall be deemed to be a unique Report, including the monthly PI Report. TTL shall determine the list of recurring Reports against which this PI shall be measured.

PI 26.4 Where a Report is delivered 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, as illustrated in the following example:

(A) In June, only one report is overdue: “**Report 1**” was due on June 20th, but is outstanding on June 30th and is, therefore, eight (8) Working Days late.

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

(7 x Band 1 Service Failure Points) + (1 x Band 2 Service Failure Points)

(B) In July, “**Report 1**” is delivered on July 15th, a further eleven (11) Working Days late.

The Service Failure Points for each Working Day shall be calculated based on the following formula: July (11 Working Days late) + June (8 Working Days late) = 19 Working Days late:

(i) Band 1 1-7 Working Days late = 7 days

(iii) Band 2 >7 Working Days late = 12 days

PI 27 FOI Legislation and Data Protection Legislation Requests

PI 27.1 Where TTL 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 TTL Personnel within:

(A) five (5) Working Days in respect of an Information Request; or

(B) within ten (10) Working Days in respect of a Subject Access Request,

or such other periods as the Parties may expressly in writing agree, of TTL Personnel requesting such information.

PI 28 Data Protection Breaches

PI 28.1 This PI measures failures by the Service Provider to work within the requirements of the Data Protection Legislation and shall include:

(A) failure to provide or to restrict provision of Personal Data to a Data Subject;

- (B) failure to update Personal Data correctly following a correction request by a Data Subject;
- (C) any unauthorised or unlawful processing of Personal Data;
- (D) accidental loss, destruction or damage to Personal Data; and
- (E) failure to issue all held Personal Data in response to a Subject Access Request.

PI 28.2 The Service Provider shall report any breach of the Data Protection Legislation 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 28.3 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 (subject to the provisions at PI 28.4 and PI 28.5); or
- (B) any breach that results in the commission of a criminal offence under the Data Protection Act; or
- (C) save for a claim relating to a specific breach where PI deductions have already been incurred by the Service Provider under PI 16, 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 28.5 A “Low Severity” breach of this PI is defined as any breach affecting an individual or individuals but not resulting in any of the outcomes stipulated for “High Severity”.

PI 29 Accurate application of Payments

PI 29.1 “**Accurate application of Payments**” means that the Service Provider has allocated the correct Revenue payment to the correct type of charge and to

the correct Customer. From 1 January 2012 this covers all revenue payments taken from Customers irrespective of the channel from which the transaction originates.

PI 29.2 **“Accurate application of Payments”** is measured by the total percentage of corrections made each Month to debit transactions from Customers’ debit card and credit card accounts and shall include errors where:

- (A) the amount is taken from or credited to an incorrect account; and
- (B) an incorrect amount is taken from or credited to the Customer’s account.

PI 29.3 The total percentage of corrections is calculated as:

$$\frac{\text{number of corrective transactions made to debit card and credit card accounts per Month}}{\text{total number of debit card and credit card payment transactions per Month}} \times 100$$

PI 29.4 This measure:

- (A) 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; and
- (B) 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.

PI 30 Customer Satisfaction Index Benchmark Variance

PI 30.1 This PI shall measure the shortfall in customer satisfaction in relation to the Service Provider against benchmark(s) for customer satisfaction measured using index points, as further described below.

PI 30.2 The index shall be a customer satisfaction survey conducted by an independent third party market research company at three (3) and six (6) Months from the date of the Original Operational Commencement Date, and thereafter every six (6) Months. The Parties shall agree or review the basis of this survey before the relevant Phase 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 those who have made Subscription Payments, applied for Discounts (including those rejected) and used the Enquiries and Complaints service.

PI 30.3 The survey shall be indexed and benchmarked against industry standard levels of customer satisfaction. The benchmark scores shall be proposed by

TTL following comparisons with other similar public service schemes (operating both in the public and private sector) and agreed by the Service Provider.

PI 30.4 The survey of customer satisfaction shall include both Contact Centre and On-Street elements covering Customer perceptions of the whole Customer experience including the Contact Centre, the physical on-street element of the London Cycle Hire Scheme, and of the on-street Service Provider Personnel. The survey may also include a number of non-scored questions for research purposes.

PI 30.5 The result used for this PI shall be the average of the variations from the relevant benchmark scores for both Contact Centre and On-street elements. The PI result shall remain valid, and be reported, until the subsequent customer satisfaction survey is completed.

On-street Operations PIs (2)

PI 31 Priority 1 Full or Empty Docking Station Maximum Time Period

PI 31.1 This PI shall measure the number of times within a calendar day that each Priority 1 Docking Station is full or empty for a continuous period of greater than X instances, X minutes and the length of the continuous period.

PI 31.2 A Docking Station is a “**Full Docking Station**” when there are no empty Docking Points at the relevant Docking Station.

PI 31.3 A Docking Station is an “**Empty Docking Station**” when there are no fully functional Bicycles currently located at the Docking Station. An Empty Docking Station could have one or more Bicycles flagged as requiring repair.

PI 32 Priority 2 Full or Empty Docking Station Maximum Time Period

PI 32.1 This PI shall measure the number of times within a calendar day that each Priority 2 Docking Station is full or empty for a continuous period of greater than X instances, X minutes and the length of the continuous period.

PI 32.2 A Docking Station is a “**Full Docking Station**” when there are no empty Docking Points at the relevant Docking Station.

PI 32.3 A Docking Station is an “**Empty Docking Station**” when there are no fully functional Bicycles currently located at the Docking Station. An Empty Docking Station could have one or more Bicycles flagged as requiring repair.

PI 33 Priority 1 and Priority 2 Full or Empty Docking Station Maximum Time Period

PI 33.1 This PI shall measure the number of times within a calendar day that each Priority 1 and 2 Docking Station is full or empty for a continuous period of greater than X instances, X minutes and the length of the continuous period.

PI 33.2 A Docking Station is a “**Full Docking Station**” when there are no empty Docking Points at the relevant Docking Station.

PI 33.3 A Docking Station is an “**Empty Docking Station**” when there are no fully functional Bicycles currently located at the Docking Station. An Empty Docking Station could have one or more Bicycles flagged as requiring repair.

7. **Action Indicators**

7.1 The following PIs and their associated targets are for monitoring purposes and subject to paragraph 7.2 below shall:

- (A) not contribute to any Service Failure Deductions; and
- (B) continue to be monitored and reported upon and discussed at the Performance Board.

7.2 Where the target service levels are consistently not met TTL may request at a Performance Board that action in accordance with either paragraphs 7.3 or 7.4 is taken.

7.3 On request the Service Provider shall produce a Rectification Plan for meeting the target service levels. TTL shall have the right to Approve, and acting reasonably require changes to, the Rectification Plan. Once Approved by TTL, the Service Provider shall implement the Rectification Plan. The cost of preparing and implementing the Rectification Plan shall be borne by the Service Provider.

7.4 TTL may request that one or more of the Action Indicators below are exchanged with a corresponding number of PIs for a specified period of time. On agreement, Service Failure Deductions shall accrue in respect of the specified Action Indicators and not in respect of the specified PIs.

AI 1 Valid Customer Complaints

AI 1.1 A Valid Customer Complaint (“**Valid Customer Complaint**”) is defined as a complaint by a Customer regarding an aspect of the Service Provider's performance where there is evidence of:

- the provision of incorrect information; or
- failure to take account of relevant matters in coming to a decision; or
- offensive/insensitive behaviour; or
- malice or bias or unfair discrimination; or
- failure to respond to the customer,

by the Service Provider or its Personnel, where the Customer has made or escalated a complaint to TTL, 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 TTL's complaints

procedure for the Scheme..

AI 1.2 For the avoidance of doubt the measurement of this PI shall include all valid complaint types relating to the Services unless otherwise expressly agreed in writing by TTL.

AI 1.3 Multiple Valid Customer Complaints from a single Customer regarding the same Complaint but made to more than one of the persons set out above shall be counted as one Valid Customer 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.

AI 1.4 This measure is a count of the number of Valid Customer Complaints received in a month.

AI 2 Quality of Customer Service

AI 2.1 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.

AI 2.2 The index shall be a mystery shopping survey conducted by an independent Third Party market research company at three (3) and six (6) Months from the date of the Original Operational Commencement Date, and thereafter every six (6) Months. The Parties shall agree the basis of this survey before the relevant Phase 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 Subscriptions, 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 the third party by comparisons with other similar public service schemes (operating both in the public and private sector) that provide public information and process financial transactions.

AI 2.3 The survey shall include:

- (A) the Contact Centre, including the IVR System;
- (B) the postal channel, and
- (C) Services Website and e-mail.

AI 2.4 The survey may also include a number of non-scored questions for research purposes.

AI 3 Data Quality

AI 3.1 This PI measures the accuracy (quality) of the Data entered by the Service Provider's Customer Service Representatives when creating a Customer Record, by measuring the number of errors found. Any Customer Records that are subsequently updated by the Customer through the website are excluded from any calculation.

AI 3.2 The Data fields to be included in this measure are the items listed at A to F below and may, by agreement, be varied and replaced with other Data fields from the Customer account. For the avoidance of doubt, TTL may add further Data fields from the Customer account, up to a maximum of 5, and Data fields relating to 'discounts' (to be incorporated at a future stage) without incurring any additional charge:

- (A) title, first name and surname;
- (B) correspondence address (including post code);
- (C) billing address (including post code);
- (D) daytime telephone number;
- (E) mobile telephone number; and
- (F) e-mail address.

AI 3.3 The errors to be measured shall be limited to those Data fields within a Customer Record where it is identified that there is:

- (A) incorrect use of upper or lower case text;
- (B) incorrect format; or
- (C) incorrect data type

plus any instances of duplicate Customer records created by the Service Provider's Customer Service Representatives.

AI 3.4 The sample of Customer Records to be examined for errors will be based on a statistically representative sample size of 1,537 or three (3) percent of the total new Customer Records for a calendar month which ever is greater, or the actual number of Customer Records should this be less than the sample size, or as agreed between the Service Provider and TTL.

AI 3.5 The check for duplicate records will be a system report that identifies Customer Records that contain the same data in multiple fields in accordance with requirement 1.3.5 of Schedule 2 (Statement of Requirements – Service Systems Lot1).

AI 3.6 The total percentage of errors within the Data due to Service Provider Error is calculated each Month as:

X + Y

Where:

$$X = \frac{\text{number of individual Customer Records with error(s) within the reporting Month}}{\text{Total sample size (Records)}} \times 100$$

$$Y = \text{number of duplicate records identified} \times 100$$

number of records created by CSRs
within the reporting Month

AI 4 Timeliness of Bicycle Repair / Replacement / Withdrawal

- AI 4.1 When a Bicycle is flagged as requiring repair, it shall either be repaired, or replaced, within four (4) hours.
- AI 4.2 A Bicycle is deemed to be flagged as requiring repair when:
- (A) a Customer, TTL Personnel, or Service Provider employee notifies the Contact Centre of the Bicycle requiring repair; or
 - (B) a Customer, TTL Personnel, or Service Provider employee by means of the 'red button' on the Docking Point indicates that a Bicycle requires repair; or
 - (C) A Bicycle is automatically identified as having a fault. For example when it is hired and returned within two (2) minutes, three (3) times in a row.
- AI 4.3 A Bicycle is deemed repaired only when a suitably qualified mechanic has inspected and signed that it is safe and functioning correctly and when it has been returned to a Docking Point.

AI 5 Docking Station Terminal and Docking Point Repair – Peak Hours

- AI 5.1 During the peak hours, Terminals shall either be:
- (A) fully repaired; or
 - (B) replaced,
- within two (2) hours of the identification of any loss of full functionality
- AI 5.2 Loss of functionality would mean the Customer is unable to hire a Bicycle from the terminal face using their preferred method (ie. A Hire transaction can be completed from one face of a double-sided terminal).
- AI 5.3 During the peak hours, Docking Points shall either be:
- (A) fully repaired; or
 - (B) replaced,
- within four (4) hours of the identification of a local fault.
- AI 5.4 A Docking Point is unavailable if it may not be used to either return or release a Bicycle when required.
- AI 5.5 Peak hours are from 7am to 7pm each calendar day including weekends and bank holidays.

AI 5.6 For the avoidance of doubt, when a Docking Station Terminal or Docking Point fails outside the peak hours then that Terminal or Docking Point repair time shall be measured from 7 am the next calendar day.

AI 5.7 Availability is calculated on a monthly basis for each calendar month.

AI 6 Quality Monitoring / Benchmarking

AI 6.1 TTL shall monitor aspects of the Operation Services (and all Service Elements including Contact Centre, Back-Office and on-street) in accordance with the Statement of Requirements, including:

Group 1:

- (A) general state of repair of Bicycles, Docking Stations and Terminals – ensuring levels of cleanliness and operability are being maintained;
- (B) checking the Bicycle maintenance records;
- (C) checking that Bicycle maintenance Service Provider Personnel carrying out individual Bicycle maintenance, are appropriately qualified;

Group 2:

- (D) quality of administration of Customer Records (including set-up/closure of Customer Records, updates, adjustments, assigning subscriptions);
- (E) quality of Reason Code recording;
- (F) quality of all correspondence issued by the Contact Centre;
- (G) quality of Customer calls received and made by Customer Service Representatives (incoming and outgoing);
- (H) quality of Payment and Refund processing;
- (I) quality of dealing with Enquiries and Complaints; and
- (J) any other operational quality monitoring that TTL deems necessary and appropriate.

AI 6.2 An item is defined according to the activity but is assumed to be:

- (A) a Bicycle, or a Terminal = 1 item
- (B) an individual Bicycle's maintenance record = 1 item;
- (C) an individual cycle engineer = 1 item;
- (D) a customer record, a reason code = 1 item, etc.

AI 6.3 Each sample size and monitoring activity, or activities, shall be determined by

TTL at the beginning of each monitoring period.

- AI 6.4 Samples of items within Group 1 will be counted together, and 95% of the sample of Group 1 items should pass the quality standard for each area.
- AI 6.5 Samples of items within Group 2 will be counted together, and 95% of the sample of Group 2 items should pass the quality standard for each area.
- AI 6.6 The quality standard in each case will be a checklist to be determined agreed TTL and the Service Provider.
- AI 6.7 Where TTL identifies any inaccuracies which are affecting the reported PI performance, TTL shall be entitled to make such adjustments to the relevant PIs, as it deems reasonably appropriate in order to take account of such inaccuracies.

AI 7 FOI Legislation Requests

- AI 7.1 All Information Requests received directly by the Service Provider shall be forwarded to TTL by the Service Provider within two (2) Working Days.

Annex A to Schedule 5

Performance Indicator Table

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3	Incentive Trigger Service Level
Contact Centre Performance Indicators					Service Failure Points			
					<95% - 91.5%	<91.5%		
PI 1	Registered Customer Applications	Day of receipt	Date Welcome Pack is posted	95% within 3 Working Days				97 % within 3 Working Days
					<100%			
		Day of receipt	Date Welcome Pack is posted	100% within 7 Working Days of receipt				100% within 7 Working Days of receipt
					<100%-96.5%	<96.5%		
PI 2	Priority 1 Contacts Requiring Follow-up	From date Contact received & case opened	Date full & correct response is sent and case closed.	100% within 10 Working Days				100% within 7 Working Days of receipt
					<95%-90.5%	<90.5%		
				95% within 3 Working Days				97% within 3 Working Days
					<100%-96.5%	<96.5%		
PI 3	Priority 2 Contacts Requiring Follow-up	From date Contact received & case opened	Date full & correct response is sent and case closed.	100% within 10 Working Days				100% within 10 Working Days
					<95%-90.5%	<90.5%		
				95% within 5 Working Days				97% within 3 Working Days
					<99.9% - 97.5%	<97.5%		
PI 4	Blocked Objective	Calls 00:00:01	23:59:59	99.9% unblocked calls per calendar day				100% unblocked call per calendar day

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3	Incentive Trigger Service Level
					<95% 91.25%	<91.25%		
PI 5	Abandon Rate	00:00:01 on the first day of the Calendar Week	23:59:59 on the last day of the Calendar Week	95% un-abandoned calls per calendar week				97% un-abandoned calls per calendar week
					<80% - 57.5%	<57.5%		
PI 6	Queuing Time Objective ("QTO")	Call received at switch	Call answered by CSR	80% calls per calendar week answered within 20 seconds				84% calls per calendar week answered within 20 seconds
					<99.9% - 97%	<97%		
PI 7	Contact Centre Availability	00:00:00 on the first calendar day of the Month	23:59:59 on the last calendar day of the Month	99.9%				100%
					<95% - 91.5%	<91.5%		
PI 8	Timely application of refunds	From date Contact received & case opened	Date full & correct response is sent, including refund, and case closed.	95% within 10 Working Days				97% within 10 Working Days
Service Systems Performance Indicators					Service Failure Points			
				Oct 11 – Sept 12	<90% - 86.5%	<86.5%		
PI 9	Terminal Performance Subscription purchase	00:00:01 Day 1 of the Month	23:59:59 Day 30 of the Month	>90.0% in no longer than X seconds X being reduced from 30 to 20 over time				95% in no longer than 20 seconds
				Oct onwards 2012	<95% - 91.5%	<91.5%		

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3	Incentive Trigger Service Level
				>95.0% in no longer than 10 seconds				98.0% in no longer than 10 seconds
				Oct 11 – Sept 12	<90% - 86.5%	<86.5%		
PI 10	Terminal Performance Release Code	00:00:01 Day 1 of the Month	23:59:59 Last Day of the Month	>90.0% in no longer than X seconds X being reduced from 10 to 8 over time				95.0% in no longer than 8 seconds
				Oct onwards 2012	<95% - 91.5%	<91.5%		
				>95.0% in no longer than 5 seconds				98.0% in no longer than 5 seconds
				Oct 11 – Sept 12	<90% - 86.5%	<86.5%		
PI 11	DP Performance – Subscription Purchase	00:00:01 Day 1 of the Month	23:59:59 Last Day of the Month	>90.0% in no longer than X seconds X being amended from 10 to 15 over time				95.0% in no longer than 8 seconds
				Oct onwards 2012	<95% - 91.5%	<91.5%		
				>95.0% in no longer than 10 seconds				98.0% in no longer than 10 seconds

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3	Incentive Trigger Service Level
				Oct 11 – Sept 12	<90% - 86.5%	<86.5%		
PI 12	DP Performance - Active Subscription	00:00:01 Day 1 of the Month	23:59:59 Last Day of the Month	>90.0% in no longer than X seconds X being reduced from 10 to 8 over time				95.0% in no longer than 8 seconds
				Oct onwards 2012	<95% - 91.5%	<91.5%		
				>95.0% in no longer than 5 seconds				98.0% in no longer than 5 seconds
					<99.9% - 97%	<97%		
PI 13	Services Website Availability (Monthly)	00:00:01 Day 1 of the Month	23:59:59 Day 30 of the Month	99.9% available				N/A
					<99.9% - 99.25%	<99.25%		
PI 14	Services Website Request Response Time	00:00:01	23:59:59	all requests completed within 2 seconds per calendar day				N/A
					<99% - 92.5%	<92.5%		
PI 15	Terminal Availability (daily)	00:00:01	23:59:59	99% per calendar day				N/A
					<99% - 92.5%	<92.5%		

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3	Incentive Trigger Service Level
PI 16	Accuracy of Displayed Information (Feed)	00:00:01	23:59:59	99% per calendar day				N/A
					<99.9% - 97%	<97%		
PI 17	Successful Customer Transactions	00:00:01 Day 1 of the Month	23:59:59 Last Day of the Month	99.9% per calendar month				N/A
On Street Operations Performance Indicators (1)					Service Failure Points			
				March onwards 2012	8,651 to 12,975 minutes	>12,976 minutes		
PI 18	Priority 1 Empty Stations	7am	9pm	<8,650 minutes for all stations combined				TBC
				December onwards 2013	<92% - 88%	<88		
				92% not empty per calendar day				TBC
				March onwards 2012	60,647 to 90,969 minutes	>90,970 minutes		
PI 19	Priority 2 Empty Stations	7am	9pm	<60,646 minutes for all stations combined				TBC
				December onwards 2013	<91% - 86.5	<86.5%		
				91% not empty per calendar day				TBC
				March onwards 2012	6,056 to 9,083 minutes	>44,475 minutes		
PI 20	Priority 1 Full Stations	7am	9pm	<6,055 minutes for all stations combined				TBC

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3	Incentive Trigger Service Level
				December 2013 onwards	<96% - 94%	<94%		
				96% not full per calendar day				TBC
				March 2012 onwards	29,650 to 44,474 minutes	>44,475 minutes		
PI 21	Priority 2 - Full Stations	7am	9pm	<29,649 minutes for all stations combined				TBC
				December 2013 onwards	<95% - 92.5%	<92.5%		
				95% not full per calendar day				TBC
				March 2012 onwards	60 minutes to 90 minutes	>90 minutes		
PI 22	Empty stations maximum time period – Priority 1 Docking Stations	7am	9pm	Zero instances >60 minutes				N/A
					90 minutes to 120 minutes	>120 minutes		
	Empty stations maximum time period – Priority 2 Docking Stations	7am	9pm	Zero instances >90 minutes				N/A
				March 2012 onwards	30 minutes to 60 minutes	>60 minutes		
PI 23	Full stations-maximum time period – Priority 1 Docking Stations	7am	9pm	Zero instances >30 minutes				N/A
					60 minutes to 90 minutes	>90 minutes		

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3	Incentive Trigger Service Level
	Full stations-maximum time period – Priority 2 Docking Stations	7am	9pm	Zero instances >60 minutes	1			N/A
				Maximum Daily Variance to target used	Variance <3.5%	Variance>3.5%		
PI 24	Bicycle availability – Daily Minimum – Peak	7am and 4pm	10am and 7pm	>=Y% of Expected Bicycle Number Y being 85%				89% Bicycle availability
	Bicycle availability – Daily Minimum – Non-peak	10am and 7pm	4pm and 9pm	>=X% of Expected Bicycle Number X being 90%				94% Bicycle availability
				Maximum Daily Variance to target used from December 2013	Variance <3.5%	Variance>3.5%		
	Bicycle availability – Daily Minimum	7am	9pm	95%				97.5% Bicycle availability
General Performance Indicators					Service Failure Points			
					Low Severity	High Severity		
PI 25	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
					1-7Working Days late	>7Working Days late		
PI 26	Timely, Complete and Provision Reports	Date Report is due or error or omission is identified	Date Report is received or error or omission is fixed	Receipt of all reports on the days due and all such reports complete and correct				N/A

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3	Incentive Trigger Service Level
					1 - 8	>8		
PI 27	FOI Legalisation and Data Protection Legislation Requests	Date information request is received by the Service Provider	Date information is received by TTL	0 - 5 Working Days				N/A
		Date Subject Access Request is received by the Service Provider	Date information is received by TTL	0 - 10 Working Days		late Day		N/A
					Low Severity	High Severity		
PI 28	Data Protection Breaches	N/A	N/A	N/A				N/A
					<98.5%-97%	<97%		
PI 29	Accurate application Payments	Time of payment offered	Time the payment is processed and the Service Provider's System updated correctly	100% - 98.5% on the day of receipt				99.5% on the day of receipt
					<IB - (IB - 4.5%)	<(IB - 4.5%)		
PI 30	Customer Satisfaction Index Benchmark Variance – Contact Centre	Day 1 of a 3 or 6 month period	Last Day of a 3 or 6 month period	Industry Benchmark (IB)				TBC
On Street Operations Performance Indicators (2)					Service Failure Points			
				May 2013 onwards	30 minutes to 45 minutes	>45 minutes		
PI 31	Priority 1 Full or Empty Docking Station Maximum	7am	9pm	60 instances > 30 minutes				TBC

Schedule 5 – Service Level Agreement

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3	Incentive Trigger Service Level
	Time Period							
				August onwards 2013	30 minutes to 45 minutes	>45 minutes		
	Priority 1 Full or Empty Docking Station Maximum Time Period	7am	9pm	45 instances >30 minutes				TBC
				December onwards 2013	30 minutes to 45 minutes	45 minutes to 90 minutes	>90 minutes	
	Priority 1 Full or Empty Docking Station Maximum Time Period	7am	9pm	55 instances >30 minutes				TBC
				May onwards 2013	60 minutes to 90 minutes	>90 minutes		
PI 32	Priority 2 Full or Empty Docking Station Maximum Time Period	7am	9pm	275 instances >60 minutes				TBC
				August onwards 2013	60 minutes to 90 minutes	>90 minutes		
	Priority 2 Full or Empty Docking Station Maximum Time Period	7am	9pm	200 instances >60 minutes				TBC
				December onwards 2013	60 minutes to 90 minutes	90 minutes to 180 minutes	>180 minutes	
	Priority 2 Full or Empty Docking Station Maximum Time Period	7am	9pm	245 instances >60 minutes				TBC
				May onwards 2013	240 minutes to 360 minutes	>360 minutes		

Schedule 5 – Service Level Agreement

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3	Incentive Trigger Service Level
PI 33	Priority 1 and Priority 2 Full or Empty Docking Station Maximum Time Period	9pm	7am	90 instances >240 minutes				TBC
				August onwards 2013	240 minutes to 360 minutes	>360 minutes		
	Priority 1 and Priority 2 Full or Empty Docking Station Maximum Time Period	9pm	7am	80 instances >240 minutes				TBC
				December onwards 2013	>480 minutes	N/A	N/A	
	Priority 1 and Priority 2 Full or Empty Docking Station Maximum Time Period	9pm	7am	25 instances >480 (weekly average)				TBC

Annex B to Schedule 5

Action Indicator Table

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
Contact Centre Action Indicators					Service Failure Points		
					11 - 30	>31	
AI 1	Valid Customer Complaints	1st day of the Month	Last Day of the Month	<=10			
					<90% - 82.5%	<82.5%	
AI 2	Quality of Customer Service	Day 1 of a 3 or 6 month period	Last Day of a 3 or 6 month period	90% satisfaction			
					<99.9% - 98.5%	<98.5	
AI 3	Data Quality	00:00:00 on the first calendar day of the Month	23:59:59 on the last calendar day of the Month	100% - 99.9%			
On Street Operations Performance Indicators					Service Failure Points		
					<95% to 87.5%	<84.5%	
AI 4	Timeliness of Bicycle Repair / Replacement / Withdrawal	00:00:01 Day 1 of the Month	23:59:59 Day 30 of the Month	>95%			
					<95% to 91.5%	<91.5%	
AI 5	Terminal Repair–Peak Hours	Time of identification of the fault	Time that terminal is logged as fully operational	95%			
					<95% to 91.5%	<91.5%	
	Docking Point Repair–Peak Hours	Time of identification of the fault	Time that docking point is logged as fully operational	95%			
					<95% - 87.5%	<87.5%	

Schedule 5 – Service Level Agreement

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
AI 6	Quality monitoring / benchmarking – Group 1	Day 1 of each calendar month	Last day of each calendar month	95% meeting the required standard			
	Quality monitoring / benchmarking – Group 2	Day 1 of each calendar month	Last day of each calendar month	95% meeting the required standard			
					1 - 8	>8	
AI 7	FOI Legalisation Requests	Date request is received by the Service Provider	Date information is received by TfL	0 - 2 Working Days		Working Day late	

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Annex C to Schedule 5 – NOT USED

Annex D to Schedule 5

Part 1 – Mobile Application Availability Target

The target set out in Part 1 of this Annex D (the “Mobile Application Availability Target”) is not intended to be treated as one of the Performance Indicators under this Schedule 5, although the main provisions of the LCHS Agreement will apply. The associated target failure deductions (the “Mobile Application Availability Target Failure Deductions”) are detailed in Part 2 of this Annex D.

From and including May* 2015 the Service Provider shall, each Month, achieve the Mobile Application Availability Target of 99.9% availability. If the Service Provider fails to achieve this target within a reporting Month, then the Service Provider shall incur Mobile Application Availability Target Failure Deductions in accordance with Part 2 of this Annex D.

*For May 2015 only, the Mobile Application Availability Target applies to 11th May to 31st May only.

Part 2 – Mobile Application Availability Target Failure Deductions

If the Service Provider fails to meet the Mobile Application Availability Target in any Month, the Service Provider shall accrue Mobile Application Availability Target Failure Deductions in accordance with the following table and the terms set out below.

Each Month the Service Provider shall deduct from the Monthly Operational Charges a sum equal to:

- the Target Failure Deductions accrued and outstanding in respect of that Month in accordance with this Annex D; and
- any Target Failure Deductions accrued but not deducted from the Monthly Operational Charges paid in any earlier Month, for whatever reason.

Mobile Application Availability Target Failure Deductions

<u>Up to 31st July 2015</u>	
MONTHLY NETWORK AVAILABILITY (%)	CREDIT AGAINST THE CUSTOMER MONTHLY SUBSCRIPTION FEE
99.20 - 99.89	██████
98.50 - 99.19	██████
98.00 - 98.49	██████
96.50 - 97.99	██████
96.49 and under	██████
<u>1st August 2015 onwards</u>	

MONTHLY NETWORK AVAILABILITY (%)	CREDIT AGAINST THE CUSTOMER'S NEXT MONTHLY SUBSCRIPTION FEE
99.20 - 99.89	██████
98.50 - 99.19	██████
98.00 - 98.49	██████
96.50 - 97.99	██████
96.49 and under	██████