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Department for Work and Pensions

SCHEDULE 4

KEY PERFORMANCE INDICATORS, SERVICE LEVELS AND SERVICE CREDITS

1. Purpose and Scope

- 1.1 This Schedule 4 (KPIs, Service Levels and Service Credits) covers:
 - (a) availability of Services;
 - (b) Service Levels;
 - (c) priority levels and resolution times;
 - (d) Service Credits (the amount, the calculation mechanism and the timeframe); and
 - (e) Key Performance Indicators.

1.2 Principles

- (a) KPIs and Service Levels must be relevant and important to the business.
- (b) KPIs will be qualitative (based on quality), while the Service Levels will be quantitative (measurable).
- (c) All Service Levels will be quantifiable in terms of impact on outputs expected over the duration of the Agreement.
- (d) All KPIs will be relevant to the continuing quality of the delivery under this Agreement and capture the ability of the CONTRACTOR to maintain business excellence across the Services. These priorities may change from time to time.
- (e) Operation levels as set out in this Schedule 4 (KPIs, Service Levels and Service Credits) will be enforceable by the CONTRACTOR with its Subcontractors.
- (f) Service Credits will reflect the cost of failure relevant to the impact on the business and the Service as a whole.
- (g) Service Levels must be consistently achievable.
- (h) The Service Level and Service Credit regime will be transparent so that potential for subjective contract management opinion is eliminated.
- 1.3 Incidents, Change Requests and Service Requests open at Transfer of Responsibility Date
 - (a) Incidents, Change Requests and Service Requests open at Transfer of Responsibility Date will not be subject to the Service Levels and Service Credits within this Schedule 4 (KPIs, Service Levels and Service Credits).
 - (b) During Transition the CONTRACTOR and the AUTHORITY will mutually agree the priority and the timescales for the resolution and/or closure of any such open Incidents, Change Requests or Service Requests and will

use reasonable endeavours to ensure their resolution within those timescales.

1.4 Hosting Services

The Service Levels and Service Credit regime for the Hosting Services are set out and will continue to follow the regime set out in Schedule 4, Annex B and the Service Level matrix set out in Schedule 4, Annex C. For the avoidance of doubt, the Service Levels and the Service Credits regime afor the Hosting Services are mutually exclusive to that set out in this Schedule 4 and paragraph 14 of Schedule 15 (Charges). The Service Credit regime set out in this Schedule 4 will be governed by the matrix Service Levels points and Service Credits bandings set out in Schedule 4, Annex A.

2. General

- 2.1 The CONTRACTOR shall not be liable for Service Credits:
 - (a) to the extent that the failure to achieve the Service Levels is attributable to the failure of the AUTHORITY; or
 - (b) where Service Levels are not achieved due to Force Majeure from the date of the relevant event until the earlier of the restoration of the relevant Services in accordance with Schedule 2 (Services) or the date which occurs 3 months from the date of the relevant event.
- 2.2 The Parties shall review the Service Credit regime annually through the Strategy and Planning Board as outlined in Schedule 13 (Governance and Reporting) or at such other date as may be agreed between the Parties in accordance with Schedule 24 (Change Control).
- 2.3 The CONTRACTOR shall be responsible for measurement of Service Level and KPI performance for all Service Levels in paragraph 5 and all KPIs in paragraph 6.
 - (a) (a) Where the CONTRACTOR fails to measure any Service Levels in paragraph 5 or any KPIs in paragraph 6, they shall receive a zero score for any such unmeasured Service Level s or KPIs.
 - (b) (b) Where the CONTRACTOR is unable to measure any Service Levels in paragraph 5 or any KPIs in paragraph 6 due to a fault or non performance by the AUTHORITY or a third party that is neither a Subcontractor nor a supplier of services within the scope of the CONTRACTOR's responsibility, that period shall be discounted from the Service Level or KPI measurement, as the case may be, on a pro rata basis.
- 2.4 For the avoidance of doubt, the provision of ad-hoc technical support, advice and assistance to the AUTHORITY's Customers during the Pre-Sale Stage of the Service Build lifecycle as described in paragraph 8.2 of Schedule 2 (Services) shall be based on five (5) Working Days per month.

3. Definitions

3.1 Service Hours

Only time during the Service Hours specified in paragraph 4 of this Schedule (excluding periods of planned outage and any other periods agreed with the

AUTHORITY) will be taken into account when measuring the CONTRACTOR's performance against the Service Levels within this Schedule.

- 3.2 Clock Stop
 - (a) A Clock Stop will occur in respect of an Incident, Change or Service Request:
 - where the Incident, Change or Service Request is passed to a third party that is neither a Subcontractor of the CONTRACTOR nor a supplier of services within the scope of the CONTRACTOR's responsibility;
 - (ii) where the CONTRACTOR is awaiting a response from the AUTHORITY or the AUTHORITY's Customer where there is a clear dependency to progress the Incident, Change or Service Request;
 - (iii) where control of the Incident, Change or Service Request is passed to the AUTHORITY (including in respect of call closure);
 - (iv) where relevant to the resolution of the Incident or Service Request the AUTHORITY's Customer(s) affected by the Incident or Service Request cannot be contacted by the CONTRACTOR; or
 - (v) by mutual agreement with the AUTHORITY.
 - (b) The AUTHORITY's Customer(s) affected will only be considered to be uncontactable where all of the following have been attempted:
 - (i) the CONTRACTOR has attempted to call the AUTHORITY's Customer(s) twice and left a message on each occasion where able;
 - (ii) the CONTRACTOR has sent an e-mail to the AUTHORITY's Customer(s).
 - (c) A Clock Stop will also be considered to occur in respect of all Incidents, Changes or Service Requests for any period of scheduled downtime on that application or piece of infrastructure.
 - (d) The CONTRACTOR's obligations to resolve an Incident, Change or Service Request within the target resolution time shall be suspended for any period of Clock Stop.
 - (e) The CONTRACTOR's obligations to complete a Change Request Impact Assessment for a Change Request within the target resolution time shall be suspended for any period of Clock Stop.
 - (f) Call closure will occur in respect of an Incident or Service Request where:
 - the CONTRACTOR believes the Incident or Service Request needs to be resolved and the requestor or the AUTHORITY has agreed to closure;
 - the CONTRACTOR believes the Incident or Service Request needs to be resolved, the affected AUTHORITY Customer(s) cannot be contacted and the CONTRACTOR agrees with the AUTHORITY that the call can be closed;

- the CONTRACTOR believes the Incident or Service Request needs to be resolved, the affected AUTHORITY's Customer(s) is uncontactable and has not responded to an e-mail from the Service Desk within 24 hours during Standard Working Hours;
- (iv) another procedure has been agreed between the CONTRACTOR and the AUTHORITY for call closure;
- (v) the CONTRACTOR has passed the Incident or Service Request back to the AUTHORITY's Customer(s) for further information and this has not been provided after a period of ten (10) Working Days during which Clock Stop will occur in accordance with paragraph 3.2(a) above;
- (vi) the CONTRACTOR has passed the Incident or Service Request with the status 'Solved' back to the AUTHORITY's Customer(s) for confirmation to 'Close' the Incident or Service Request, as the case may be, and this has not been provided after a period of ten (10) Working Days during which Clock Stop will occur in accordance with the paragraph 3.2(a) above.
- 3.3 Service Credit Impact

Where an Incident impacts more than one (1) Service Level then that incident shall be measured against all Service Levels and the Service Credit regime will be applied according to paragraph 7 of this Schedule 4 (KPIs, Service Levels and Service Credits).

Priority Level	Impact		nvironment ffected
P1	Critical	The entire Gateway or a critical core Gateway Function is unavailable (the definitive list of core Gateway Functions are R&E Engine, Authentication Engine, Transaction Engine, Payments Engine).	Production Environment only
P2	Serious	An entire non core Gateway Function is unavailable or experiencing severe disruption.	Production Environment only
P2	Serious	Either the entire ISV, Reference or Staging Environment is unavailable, or any Gateway Function on the ISV, Reference or Staging Environment is unavailable.	Non-Production Environments
P3	Minor	An intermittent or generic Gateway fault that affects part of the functionality (but not an entire unction) and causes processing failures for registered users and/or Customer systems.	All Gateway Environments
P4	Low	A minor random or generic Gateway fault that does not generate processing failures for registered users or Customer systems,	All Gateway Environments

3.4 Incident and Problem Classification

	but affects part of the functionality intermittently. Has potential for minor impact on Customer systems.	
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NB: Production P2 Incidents will take priority over any other P2 Incidents. Non-Production P2 Incidents will be resolved within Standard Working Hours and be subject to Clock Stop outside of these hours as will all other Non–Production Environments.

3.5 Incident and Problem Customer Update and Escalation.

Priority Type	AUTHORITY Customer Update	Escalation within CONTRACTOR
Priority 1 Incident	On receipt	On Receipt
	2nd update – 30 minutes	2nd escalation – 30 minutes
	3rd update – 60 minutes	3rd escalation – 60 minutes
	subsequent updates every 60 minutes.	4th escalation – 80 minutes
Priority 2 Incident	On receipt	On Receipt
	2nd update – 90 minutes	2nd escalation – 1 hour
	3rd update – 3 hours	3rd escalation – 3 hours
	4th update – 5 hours	4th escalation – 5 hours
Priority 3 Incident	1 st update – 5 Standard Working Hours	1 st escalation – 7 Standard Working Hours
	2 nd update – 12 Standard Working Hours	2 nd escalation – 14 Standard Working Hours
Priority 4 Incident	1 st update – 3 Standard Working Days	1 st escalation – 4 Standard Working Days
	2 nd update – 5 Standard Working Days	
Problems	Operations Board	Operations Board

For Priority 1 and 2 Incidents, the AUTHORITY will be notified in line with the AUTHORITY Customer update times set out above.

4. Service Hours

Summary of Service Hours

The table below provides a summary of Service Hours applicable to each element of the Services. These are:

- 10 * 5 = 8am to 6pm Monday to Friday, excluding public holidays referred to as "Standard Working Hours" and "Standard Working Days";
- 16 * 7 = 7am to 11pm 7 days per week; and
- 24 * 7 = 24 hours per day, 7 days per week.

In general, where an element of the Gateway Technical Infrastructure is utilised on a group basis (e.g. WAN) the Services will be supported 24 hours per day, 7 days per week. It is noted that 24 hour cover only applies to Production for P1/P2 Incidents. Production P3/P4 Incidents do not fall within the 24 hour cover. All other environments are Standard Working Day only unless otherwise agreed within Ad-Hoc Project Services.

Service		Hours	
	10* 5	16*7	24*7
ITIL Compliant Service Desk			*
Dedicated Service Desk cover		*	
Technical Support and guidance	*		
Production Service Incident and Problem Management Service for P1 & P2 Incidents and problems			*
Service wide Incident Management for P3 & P4 Incidents (Production Environment only)	*		
Service wide Incident Management (Non-Production Environment)	*		
Problem Management	*		
Change Management	*		
Release Management			
Configuration Management	*		
Availability Management	*		
Capacity Management and Planning			
IT Service Continuity Management			*
Service Level Management			
System Software Management and Support			*
Hardware Management and Support			*

Service	Service	Hours	
	10* 5	16*7	24*7
Service Builds	*		
Application Development Services	*		
Secure Printing Services			*
Secure Posting Services			*
Alerts Engine Service			*
Payments Engine Service			*
Programme Office Services	*		
Technical Design Authority Services	*		
Security Management			*

5. Service Levels

The table below sets out the Service Levels. These are applicable at Transfer of Responsibility Date other than where indicated in the Service Description Column of the Service Level Table set out below.

	Service Product	Service Description	Service Level
1	P1 Incidents	No P1 Incidents per month	As per Service Description
2	P2 Incidents	No more than 2 P2 Incidents per month	As per Service Description
3	Incident Management Resolution	All Incidents raised to be resolved as follows: Priority 1 Incident – 4 hours Priority 2 Incident – 6 hours Priority 3 Incident – 3 Standard Working Days Priority 4 Incidents – 7 Standard Working Days	98% 95% 95%*** 95%***
4	Incident Management	All Incidents to be assigned a Priority Level.	100%

	Service Product	Service Description	Service Level
5	Incident Management Control	A management owner to be assigned to Incidents in line with agreed procedure.	100%
6	Incident Management Control	All Incidents to be escalated in line with call Priority. See table in paragraph 3.5	100%*
7	Problem Management Root Cause Analysis	Percentage of closed Problems arising from P1 or P2 Incidents that will have Root Cause identified and documented in Problem ticket.	90%
8	Problem Management Root Cause Analysis	Percentage of Problems outstanding for 30 or more days that will have Root Cause identified in the Problem ticket	75%
9	Problem Management Introduced Faults	Percentage of Problems raised in the quarter are caused by the implementation of RFC's	5%
10	Problem Management Repeat Problems	Percentage of Problems raised in the quarter are repeat Problems	5%
11	Problem	Priority 3 Problems - or as mutually agreed -	95%
11	Management	Next Release	95 /6
		Priority 4 Problems - or as mutually agreed - Next Release	95%
12	Change Management	Agreed Change Request Impact Assessments to be completed within timescales listed in Schedule 24 (Change Control).	90%
13	Change Management	Percentage of Production Changes not backed out.	95%***
14	Change Management	All Changes to be authorised as per procedure prior to implementation.	100%*
15	Change Management Change logging	All Changes to be logged in the Change Management system and assigned a Priority level.	100%
16	Availability	Availability of Gateway	
	management	Production Service 24 x 7	99.99%
		Staging Environment 24 x 7	99%
		Reference Environment 24 x 7	99%

	Service Product	Service Description	Service Level
		ISV Environment 24 x 7	99%
		Availability measurement for Service Levels only to apply during Standard Working Hours even though the system is monitored 24 x 7. This applies for every environment except Production which applies 24 x 7.	
		Within any Service Level agreed downtime and any period of Clock Stop is excluded from measurement.	
17	Release Management	Scheduled down time periods due to Releases not to exceed the number defined in the Release strategy.	90%*
18	Release Management	Number of Production Releases not backed out. Where a Release is backed out, containing multiple Changes, only those Changes that are backed out to be counted separately when calculating percentage.	98%**
19	Release Management	Releases will not impact Services other than those scheduled to be amended in Release documentation, this will be timebound by the next Release.	90%*
20	Capacity Management	Percentage of P1 and P2 Incidents arising from capacity Problems not to exceed	5%***
21	Service Builds	Accept up to 4 baselined QPs per business week, including any resubmitted QPs	100%
22	Service Builds	Manage the deployment of 16 Service Builds per week, limited to a maximum of 4 in any one day.	100%
23	Service Builds	Within 10 Working Days of agreeing baselined QP (or as otherwise mutually agreed with the AUTHORITY) Service Build must be developed, tested and available for deployment to the agreed environment	90%
24	Service Builds	Within 2 Working Days of request by AUTHORITY's Customer provide technical support, advice and assistance to the AUTHORITY's Customer during the Service	90%

	Service Product	Service Description	Service Level
		Build life cycle	
25	Service Builds	Baselined QP to be agreed with AUTHORITY and AUTHORITY's Customer within 24 hours or the next Standard Working Day after clarification of all outstanding queries	100%
26	Service Builds	Service Build performed in accordance with agreed project plan	100%
27	Service Builds	Post Implementation Review performed within 1 month of Service Build deployed to Production Environment	90%
28	Gateway Performance Management	Matrix to be defined jointly by the Parties during Transition, eg average response time for SOAP calls, exact mechanisms to be agreed during transition	To be agreed during Transition
29	Operations & Security	Virus protection software to be updated daily unless otherwise agreed with the AUTHORITY.	100%
30	Operations & Security	Security Patches to be applied within timescales determined by their criticality.	99%
		Critical Patches to be applied within 12 hours unless otherwise agreed with the AUTHORITY, which agreement shall address the CONTRACTOR's ability to test during any such agreed period. Where there is insufficient time to test, which shall be at least the 12 hour period referred to herein, the CONTRACTOR shall not be responsible for Incidents caused by the application of such critical patches.	
31	Operations & Security	UNIRAS monitoring to be carried out daily as per agreed procedures. Analysis and recommendation to be complete within 1 Standard Working Day.	100%
32	Operations & Security	All security incidents to be reported in line with UNIRAS timescales and approach.	100%
33	Operations & Security	Security logs and CCTV footage (where applicable) to be supplied within 4 Standard Working Hours of request.	98%**
34	Operations Management	Data restoration requests received from the NOC staff to be successfully completed within 2 hours of receipt of media and agreed restore	95%***

	Service Product	Service Description	Service Level
		time.	
35	Service Desk Call Management	All Incidents logged with the Service Desk and not fixed at first line, to be assigned to second level support within the following timescales:	
		Priority 1 Incident within 10 minutes (24*7)	98%
		Priority 2 Incident within 15 minutes (24*7)	98%
		Priority 3 Incident within 1 hour (10*5)	95%
		Priority 4 Incident within 2 hours (10*5)	95%
		Queries and other calls within 3 hours (10*5)	95%
36	Service Desk Call Management	Callers to be updated with Incident/Problem progress in line with agreed timescales for call Priority. See table in section 2.5	98%
37	Service Desk Call logging	Calls via telephone to be acknowledged within 20 seconds.	90%*
38	Service Desk Call logging	Calls received via e-mail to be acknowledged within 3* Service Hours	95%
39	Service Desk Availability of SD	Abandoned calls (lasting longer than 20 seconds) will not exceed 2% of total calls	
40	Service Desk Customer Satisfaction Rating	Measure of satisfaction of AUTHORITY's Customers to achieve level 3 (satisfied) or greater on a scale of 1 to 4 as defined in the Transition PID when measured over a 3 month period.	98%
41	Service Desk Call Closure	All calls to be closed within 2 Standard Working Days of receiving caller's agreement that call is resolved or after 2 weeks where call is assigned out and notified to caller as call closed and no response is received.	95%*
42	Service Desk Call Closure	All Incidents and Service Requests to be closed using agreed method of closure and with valid call closure code.	100%
43	Service Desk Call Management	Incidents and Service Requests to the Service Desk resolved without assignment to second line support.	10%*
44	Asset Management	All new Assets deployed to be tagged and recorded on the CMDB within 24 hours of deployment.	99%***

	Service Product	Service Description	Service Level
45	Pre-Sales	Within 3 Working Days of request by the AUTHORITY provide Gateway expertise to review proposed AUTHORITY's Customer service design	As per Service Description
46	Service Build Vanilla Gateway (VMG) Environment	Within 5 Standard Working Days of receipt of request 'vanilla' VMG Gateway to be shipped to AUTHORITY's Customer.	100%
47	Print capacity	Print capacity (normal processing) – Completed outputs of 13,500 items per 8 hour shift.	To be maintained for 98% of available uptime
48	Print capacity	Print capacity (peak processing) – Completed outputs of 50,000 items in a 24 hour period where minimum 1 month notice is provided by the AUTHORITY.	50,000 items in a 24 hour period
49	Print quality	Print output quality - print output quality in each calendar month (as measured by zero incidents for print output quality).	100%
50	Gateway letter delivery	On-time Mailing collection - Mailing collected from mailing location within +1 hour of agreed collection time	95% of collections made in a calendar month
51	Mail delivery	On-time mailing delivery to Royal Mail delivery office: Mailing delivered to Royal Mail within allocated delivery window	98% of deliveries in a calendar month

* = Initial Service Level which will be improved over a period of time.

** = Service Level Measurement is over a 1 year period.

*** = Service Level Measurement is over a quarterly period.

6. Key Performance Indicators

KPIs are intended to establish a wider qualitative and joint assessment of the success of the CONTRACTOR's approach to delivering the Services. KPIs supplement the Service Level requirements and are qualitative measures. Those below are arranged in line with the European Foundation for Quality Model (EFQM), to enable a like for like comparison in principles and comparable quality assessment for specific business of successful and sustainable delivery of the Services.

The measures for the activities in the table below shall be detailed within the Transition project (as set out in Schedule 3 (Transition)), to specify the relevant reporting timescales, presentation and consultation approach.

EFQM	Activities
Business Excellence	The CONTRACTOR will provide the AUTHORITY with a quarterly briefing to illustrate the current delivery excellence model and its evolution within the period.
	The CONTRACTOR and the AUTHORITY will conduct periodic reviews of delivery excellence reports and analysis (minus any commercially sensitive information).
Results Orientation	A bi-annual review of Gateway performance will be undertaken with the AUTHORITY's Customers by the CONTRACTOR. Such reviews will be mutually agreed in advance between the CONTRACTOR and AUTHORITY and conducted in conjunction with the AUTHORITY.
Results Orientation	The production of monthly service reporting by the CONTRACTOR will illustrate the level conformance to Service Level and KPI targets.
	Areas of non-conformance will be raised as exceptions and resolved by the CONTRACTOR with the input of the AUTHORITY where appropriate.
	Areas where performance exceeds the minimum targets, as set out on KPIs and Service Levels in this Schedule, shall be raised as successes and shall be considered for resource realignment.
Customer Focus	A review of the CONTRACTOR's performance in the provision of Services will be undertaken with the AUTHORITY and the AUTHORITY's Customers.
	These shall be undertaken as agreed between the AUTHORITY and the CONTRACTOR, and shall not exceed a quarterly frequency.
Customer Focus	The CONTRACTOR shall be measured against the number of incidents arising from Service Builds raised by the AUTHORITY's Customer throughout the Service Build life cycle.
	Such Incidents shall be reported as an aggregate in the monthly service report with trends analysis of Incidents and their relative management according to the Incident

	Management processes.
Customer Focus	The CONTRACTOR shall report on the number of service rebuilds as an aggregate of the monthly service report incorporating trend analysis of Incidents and Problems and trend analysis of the Service Builds management process.
Customer Focus	The CONTRACTOR shall promote appropriate and relevant new technology initiatives to the provision of the Services to the AUTHORITY at the quarterly technology briefing.
Leadership and Consistency of Purpose	The CONTRACTOR will ensure all appropriate Incidents are escalated to the AUTHORITY in accordance with the Escalation Procedure.
Management by Process and Facts	The CONTRACTOR will demonstrate that it has performed daily updates Virus protection software within the target time set out in paragraph 11.1(J) of Schedule 11 (Security) unless otherwise agreed with the AUTHORITY.
Management by Process and Facts	The CONTRACTOR will demonstrate value for money through the provisions outlined in schedules 9 (Benchmarking) and 15 (Charges).
Management by Process and Facts	The CONTRACTOR will comply with its obligations to deliver an ITIL compliant framework for the Gateway and the Services, and shall be assessed on the level of compliance through an aggregation and trends from the monthly service reporting.
People Development and Involvement	The CONTRACTOR will conduct periodic reviews of its staff to ensure appropriate and up to date skills are deployed for the provision of the Gateway and the Services. A skills matrix will be held by the CONTRACTOR and reviewed with the AUTHORITY bi- annually.
Continuous Learning, Innovation and Improvement	Within the provisions of schedule 6, CIP initiatives will be proposed by the CONTRACTOR.
	Value can be realised against Schedules 9 (Benchmarking) and 15 (Charges).
Partnership Development	The CONTRACTOR and the AUTHORITY will develop and monitor the principles of the enGage charter, which will be developed by the CONTRACTOR during Transition and signed off by the CONTRACTOR, Microsoft and the AUTHORITY.

	The conduct of the business of enGage shall be assessed against the charter, by exception and with an annual report, in particular assessing whether there has been effective and open communication, and whether the Gateway community believes it is gain-sharing the benefits of joint working and co-operation.
	The charter shall be reviewed annually through consultation with the appropriate partners.
Corporate Social Responsibility	The CONTRACTOR shall collect and assess the level of media interest on the Gateway, the Services and the CONTRACTOR's own wider media episodes. The CONTRACTOR and the AUTHORITY shall review both positive and negative media coverage and any relevant feedback and will assess any impact and proposals from the CONTRACTOR or the AUTHORITY to remedy any identified failures.
Corporate Social Responsibility	The CONTRACTOR will work with the AUTHORITY to ensure it conforms to the Government policies relating to recycling and the environment.

7. Service Credits

- 7.1 Service Credits shall be awarded to the AUTHORITY as a price adjustment to reflect the following:
 - (a) the degree of the Service Level failure; and
 - (b) the frequency of such failures over consecutive Measurement Periods ("<u>Frequency of Failure Service Credits</u>").
- 7.2 Service Levels and their relationship to the Service Credit regime are described in, and shall be calculated in accordance with, Annex A of this Schedule 4 (KPIs, Service Levels and Service Credits).
- 7.3 Each failure attracts a weighted allocation of points, which when combined with other failures, will attract a Service Credit according to a band.
- 7.4 Each of the bands represents a percentage of the Charges subject to Service Credits for the Service in relation to which Service Level Failures occurred during the relevant Measurement Period.
- 7.5 The Charges subject to Service Credits are stated in Schedule 15 (Charges) and the method of payment in Schedule 16 (Invoicing and Payment Procedures).