**APPENDIX 6**

PERFORMANCE MONITORING AND SERVICE LEVELS

**KPI Requirements:**

1. The Supplier shall in providing the Services use all reasonable endeavours to meet or better the Key Performance Standards detailed below and shall maintain such records as the Client shall reasonably require to demonstrate the Supplier’s performance against the Key Performance Standards.
2. The Supplier shall strive to improve its performance against the Key Performance Standards over the duration of the Contract and shall agree enhancements to the Key Performance Standards with the Client as appropriate.
3. In the event that the Supplier fails to meet any of the Key Performance Standards, the agreed remediation’s will be implemented, in the event that the Supplier fails to meet remediation’s or Key Performance Standards in three consecutive months, or fails to meet any of the Key Performance Standards for six months in any twelve month period, this shall constitute a material breach of the Contract and the Client reserves the right to terminate the Contract under the provisions of regulation 73 if the Supplier fails to achieve any of the Key Performance Standards due to a Force Majeure Event as detailed within the contract agreement then the consequences of the Force Majeure Event shall be disregarded in the assessment of the Supplier’s Key Performance Standard for that month.
4. In the event that the Supplier fails to provide sufficient reasonable information to demonstrate its achievement of the Key Performance Standards then it shall be deemed that the Performance Standard has not been achieved a remediation programme shall be agreed and applied.

**Failure to meet service levels**

Table 1 – Project Specific Deliverables (to be defined and agreed at mobilisation)

|  |  |  |
| --- | --- | --- |
| **Service** | **Key Performance Standard** | **Requirement** |
| **1** | Service scope | * Repairs within agreed timeframe * Comprehensive cover * Software updates * Coverage times * Annual service including EST |
| **2** | Number of reportable accidents or incidents and near misses per quarter | * No reportable Health & Safety accidents or incidents per quarter |
| **3** | Quality - Repair of Asset Faults | * Compliance by British Standards and CE Marking |