**Appendix 3 – Penalties and Additional KPI’s**

1. Should the rolling total of testing and certification within the year fall below 95%, RBKC reserves the right to transfer the Services to a new / alternative Supplier. Should the rolling total of compliance testing within the year fall below 95%, RBKC reserves the right to terminate the Contract for these Services.
2. Following the receipt of a complaint, Services are to be inspected and rectified to 100% compliant on the first visit wherever possible (not withstanding availability of parts etc). Where this not possible, a temporary alternative method of protection is to be provided by the Contractor at no cost to RBKC.
3. Where a second visit is necessary due to parts etc. this is to be actioned within 5 days with a mutual time / date agreed between the Contractor and the resident. The Service is to be left in full compliant working order.
4. If a further, third visit is required for the same complaint, this is to be provided Free of Charge to RBKC (inclusive of all Labour, Plant, Material and Vat).
5. When there is a breakdown that will involve the manufacturer to attend under warranty, it is expected that the incumbent contractor will take responsibility and not the resident and all KPIs still apply.
6. On a monthly basis a list of non-complaint properties will be listed, and a penalty levied for each non-compliant work stream. The penalty will be levied on all work streams that have been non-complaint for 30 days or longer. The penalty is £5 per non-compliant work stream and will be credited on a monthly basis to RBKC.
7. All compliance work streams must be always kept at 100% compliance. Only the need for Capital Investment will negate the need to remain at 100% compliance. Contractors are encouraged to test sites up to 60 days early to ensure that sites always remain complaint.