**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** | Grey Water Removal | The contractor shall remove all accumulated grey water from designated waste tanks on a weekly basis |
| **2** | Disposal of Grey Water | The contractor shall dispose of the collected grey water in accordance with the regulations governing waste disposal |
| **3** | Fresh Water Refill | The contractor shall refill the designated water tanks with clean and non-potable water after the grey water removal process |
| **4** | Volume of Grey Water Removed | The contractor shall accurately measure and record the volume of grey water removed from the waste tanks during each service visit |
| **5** | Water Quality Assurance | The contractor shall ensure that the fresh water provided for refill meets all applicable safety and quality standards for non-potable water |
| **6** | Compliance with Regulations | The contractor shall adhere to all regulations pertaining to waste water removal and disposal |
| **7** | Emergency Response Protocol | The contractor shall have a clearly defined protocol in place for responding to any spills, leaks or emergencies related to the removal and disposal process |
| **8** | Customer Communication | The contractor shall maintain open lines of communication with the Trust to address any concerns, schedule changes, or special requirements related to the service. |
| **9** | Health and Safety Measures | The contractor shall implement appropriate health and safety measures for their personnel during the removal and disposal process |
| **10** | Environmental Responsibility | The contactor shall take measures to minimize environmental impact and ensure that disposal practices are environmentally responsible |