

SCHEDULE 9: REPORTING ON PERFORMANCE

1. SERVICE LEVELS

If the level of performance of the EVCPO:

- is likely to or fails to meet any Service Level Performance Measure; or
- is likely to cause or causes a Critical Service Failure to occur,

the EVCPO shall immediately notify CCBC in writing and CCBC, in its absolute discretion and without limiting any other of its rights, may:

- require the EVCPO to immediately take all remedial action that is reasonable to mitigate the impact on CCBC and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- instruct the EVCPO to comply with the agreed Rectification Plan Process;
- if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the EVCPO to CCBC; and/or
- if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. SERVICE CREDITS

CCBC shall use the Performance Monitoring Reports supplied by the EVCPO to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

A Service Credit shall be CCBC's exclusive financial remedy for a Service Level Failure except where:

- the EVCPO has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- the Service Level Failure:
 - a. exceeds the relevant Service Level Threshold;
 - b. has arisen due to a Prohibited Act or wilful Default by the EVCPO;
 - c. results in the corruption or loss of any Government Data; and/or
 - d. results in CCBC being required to make a compensation payment to one or more third parties; and/or
- CCBC is otherwise entitled to or does terminate this Contract.

Not more than once in each Contract Year, CCBC may, on giving the EVCPO at least three months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels, and the EVCPO shall not be entitled to object to, or increase, the Charges as a result of such changes, provided that:

- the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

- the principal purpose of the change is to reflect changes in CCBC's business requirements and/or priorities or to reflect changing industry standards; and
- there is no change to the Service Credit Cap.

a. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- CCBC shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the EVCPO in respect of that Service Period ("Compensation for Critical Service Level Failure"), provided that the operation of this paragraph shall be without prejudice to the right of CCBC to terminate this Contract and/or to claim damages from the EVCPO for material Default.

3. PERFORMANCE MONITORING AND REPORTING

a. SLAs/KPIs

Service Level Agreements/Key Performance Indicators (SLAs/KPIs) as detailed below shall apply to the delivery and operation of EV charging infrastructure and any associated infrastructure set against any and all agreed delivery schedules and programmes.

The EVCPO shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

The EVCPO acknowledges that any Service Level failure shall entitle CCBC to the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the loss that may be suffered by CCBC as a result of the EVCPO's failure to meet any Service Level Performance Measure.

The EVCPO shall send Performance Monitoring Reports to CCBC detailing the level of service, achieved in accordance with the performance measures/indicators detailed below. Reports providing evidence of delivery against the SLAs/KPIs as set out below will form the assessment of contract delivery at specified progress meetings.

b. Service Credits – delivery

During the Delivery of infrastructure as per schedules associated with any grant funding secured from external sources, Service Credits will be applied to:

- Charge Point Provision – CCBC Contribution only (as pertains to any potential grant funding secured)

The Service Credits to be applied to this amount payable are as detailed in below and cover:-

- Programme delivery – delivery of programme on time and to the required quality
- KPIs relating to the relevant period of operation

The Service Credits to be applied to this amount payable are as detailed below:-

Service Levels – Delivery Phase			
Service Level Performance Measure	Key Indicator	Service Level Performance Threshold	Service Credit for each Service Period
*Programme Delivery Delivery of operational Charge Point Site to agreed standard, within the agreed timeframe set out in the 3 monthly forward plan including confirmation of successful commissioning and updated 'record of all EVCPs' within 1 week.	Time / Performance	On time delivery, to required quality	5% Service Credit gained for each full month (four weeks) beyond the dates indicated on the agreed programme (measured on a per site basis).
Quality - delivery programme Overall client satisfaction measured through KPI submissions and agreement (from latest 3-month period).	Quality	KPI reporting score	0.5% Service Credit gained for each 0.5% below the overall combined target of 97.55%

*Consideration will be given, on application, for requests for extra time for network issues or DNO faults that are outside of the EVCPO's control. CCBC's decision regarding any appeals are final.

A worked example is as follows: -

1. The 50% Charge Point Provision contribution from grant funding secured by CCBC at site no.1 is £5,000
2. EVCPO Delivers site no.1 five (5) weeks late;
3. The latest overall KPI score, agreed with CCBC for the reporting period is 1.78% below the overall combined target of 97.55%
4. A 5% service credit is incurred for late delivery and 0.89% service credit for KPI falling 1.78% below the overall combined target of 97.55%
5. EVCPO has 5.89% total Service Credit applied to Buyer contribution of £5,000 at this site.
6. CCBC pays EVCPO £4,706 and retains £294

c. Service Credits – Operational

During the Operational term of the contract, Service Credits will be applied from commencement for any and all new EVCPs and month 6 for existing EVCP (see **Schedule 2**) to:

- Charge Point Provision - all

The Service Credits to be applied are as detailed below and cover:-

- Uptime – availability of charge point to the customer
- KPIs relating to the relevant period of operation

Service Levels – Operational Phase			
Service Level Performance Measure	Key Indicator	Service Level Performance Threshold	Service Credit for each Service Period
*Uptime Availability of charge point to customer. Available for use by electric vehicle users for at least 98% of any 1 month rolling period	Time / Performance	Available for use by electric vehicle customers for at least 98% of the time.	20% Service Credit gained for each 1% under the 98% uptime specified during each twelve-month period across all the chargers installed under this programme. E.g. If its 97.5% then a 10% Service credit is applied
*Fault rectification Unit operational within 2 days of being notified of a fault. Measured from the point of logged notification to the logged rectification time (the time when all parties are satisfied that the task is closed).	Response/ Performance	Unit operational within 2 days of being notified.	20% Service Credit gained for each day beyond the specified 2 day of being notified. E.g. if the fault is rectified within 0.5 days beyond the agreed 2 days then a 10% service credit is applied
Quality Overall client satisfaction measured through KPI submissions and agreement (from latest 3-month period).	Quality	KPI reporting score	0.5% Service Credit gained for each 0.5% below the overall combined target of 97.55%

*Consideration will be given, on application, for requests for extra time for network issues or DNO faults that are outside of the EVCPO's control. CCBC's decision regarding any appeals are final.

Service Area	KPI description	Target
Installation	Provision of programme for installation within 10 working days from agreement of a 3-month forward plan.	98%
Installation	Rectification of installation defects completed on time (within 7 days of being notified)	98%
Installation	Asset information for each unit operational within back office and included in maintenance schedules 2 days prior to commissioning	100%
Reporting	Delivery of agreed reporting prior to contract management meetings.	100%
Reporting	% of Health and Safety Incidents reported (within 2 days of incident)	98%
Operation	% of requests for information responded to within 2 days	98%
Operation	% of customers queries responded to within 2 days	98%
Operation	% of requests to modify tariffs responded to within 5 days	98%
Operation	Overall client satisfaction measured through EVCPO collected and collated feedback submissions (from latest 3-month period).	90%

d. Performance Monitoring and Performance Review

Within twenty Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer with performance monitoring reports, which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
3. details of any Critical Service Level Failures;
4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
6. such other details as the Buyer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") according to the progress meeting specifications in **Schedule 7** and as detailed in the 'Progress meetings and reporting' section below The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

1. take place within one week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
2. be attended by the Supplier's Representative and the Buyer's Authorised Representative; and
3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Authorised Representative and any other recipients agreed at the relevant meeting.

The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Authorised Representative at each meeting.

The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

e. Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

f. Performance Reporting – Delivery Phase

The Supplier will be required to report quarterly on the following key metrics with regard to the delivery programme:

i. Time:-

2. Publication of detailed project plan GANTT chart, baselined, then management of timescales by exception (Delivery Phase only)
3. Delivery of Stage Gates in line with agreed implementation plan. Highlighting and addressing delays to the programme (Delivery Phase only)
4. Delivery of meeting records & progress reports.

ii. Quality

5. Design submissions approved first time with no defects/corrective actions (Delivery Phase only)
6. On site defects take no longer than stated permitted period to rectify following install (Delivery Phase only)

iii. Health and Safety

7. Reportable incidents within period & Health and Safety procedures and protocols followed
8. Safety moments held at each meeting & relevant Health and Safety and Equality and Diversity issues discussed at all review meetings as they arise with actions carried out to mitigate risk.

iv. Financial

9. No late rental payments (operation only)

v. Stakeholders

10. Feedback from stakeholders - negative or positive;

4. PROGRESS MEETINGS (SEE SCHEDULE 7) AND REPORTING

- The Potential Provider must report all health and safety incidents and where required by law to the HSE (see **Schedule 5**).
- The Potential Provider must present a report at progress review meetings on installation, maintenance/repair progress and the status of the EVCP network.
- These reports, to including evidence of delivery against the SLAs/KPIs, and to be submitted prior to progress meetings.
- Progress and performance meetings - frequency to be as below:
 - A Contract start-up meeting within two weeks of Contract award.
 - Within years 1 - 3 - monthly progress meetings to include performance review
 - Subsequent years – monthly/quarterly progress meetings to include performance review as required
 - As required for stage gate phases

5. CONTINUOUS IMPROVEMENT

- The EVCPO will continually improve service delivery in response to customer feedback, complaints and suggestions posited at Performance Review Meetings throughout the Contract duration.
- The EVCPO should present any new ways of working to the Authority during monthly Contract review meetings.
- Changes to the way in which the Services are delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.