

Contract Management

Reports and surveys will be conducted monthly. Meetings will also be held monthly for the first six months, after which they will transition to a quarterly schedule – provided no issues or concerns arise.

The Contractor shall participate in monthly/quarterly meetings with the Nominated Officer, in connection with the provision of the Service and such matters arising to discuss but not limited to the following: -

- Client/Contractor feedback
- Key performance indicators
- Menu options
- Service delivery
- Forthcoming planned Events
- Complaints/issues raised
- Lessons learnt

The Contractor shall undertake monthly customer satisfaction surveys requesting feedback, recommendations and complaints. These results will be discussed with the Contractor during the Contract Management Meetings.

Customer Complaints

The Contractor shall instigate a formal written customer complaints procedure on commencement of the Contract. All complaints will be considered at each monthly meeting, with a view to developing a continuous improvement programme whilst providing the Service.

PERFORMANCE CRITERIA SCHEDULE

Key Principles

- 1.1 Throughout the Contract Period, the Contractor shall supply Services that meet or exceed the standards set out in the Key Performance Indicators (“KPI’s”) described in the section below headed “Key Performance Indicators” and take corrective action in the event of failure to meet those standards.
- 1.2 The Contractor shall provide monthly reports (in accordance with the section below headed “Reporting Obligations”) summarising the performance achieved by the Contractor against the KPI’s.
- 1.3 Where the supplier has not met the KPI targets as set out in the following sections of this Schedule, the consequences may include:
 - (a) the application of service credits by way of an adjustment to the Contract Price;
 - (b) the preparation and implementation of a “Service Rectification Plan”;
 - (c) the exercise of step-in rights; and/or;
 - (d) the exercise of termination rights.
- 1.4 The remedies set out in this Schedule for failure to meet the KPI’s are not intended to be the exclusive remedy for any such failure and shall be without prejudice to any other right or remedy, whether under other express provisions of the Contract, under the general law or otherwise.

Key Performance Indicators

KPI	Description	Target	Measurement Method	Frequency	Consequence of Failure
Food Quality	Meals meet agreed standards for taste, temperature, and presentation	95% satisfaction	Customer feedback surveys, spot checks	Monthly	Warning notice; repeat failures may lead to contract termination
Hygiene Standards	Compliance with food hygiene regulations and internal policies	100% compliance	Hygiene audits, EHO reports	Monthly	Remedial action plan; possible suspension
Complaint Resolution	Complaints resolved within agreed timeframe (e.g. 5 working days) Acknowledgement in 1 working day. Resolution within 5 working days	99% resolved on time	Complaints log	Monthly	Escalation to contract manager
Customer Satisfaction	In-house client feedback survey to produce at least a 'good' rating	99% satisfaction	Survey method to be confirmed, however, the survey will need to be provided by supplier (V2C to have input on questions asked)	Monthly	Warning notice; repeat failures may lead to contract termination
Staff Training	All catering staff trained in food safety and customer service. Information showing training of new starters must to be provided to V2C when employment begins	100% trained	Training records	Annually	Non-compliance notice

Reporting Obligations

- 1.5 The Contractor shall ensure that it has appropriate systems and procedures in place in order to capture and report on compliance with KPI's as required by this Schedule.
- 1.6 Each Month, the Contractor shall deliver a management report detailing performance in respect of each KPI ("Service Report") during that Month. Each such report shall be in the format reasonably specified, shall identify any failures to meet a particular KPI during the relevant Month and shall include relevant "Explanatory Statements" in relation to any such failures describing why, in the reasonable opinion of the Contractor, the failure occurred and the steps that the Contractor proposes to take to avoid any recurrence of that failure.
- 1.7 In order to verify the accuracy of any Monthly Service Report:

- (a) the Contractor shall promptly provide such additional information and/or supporting documentation as V2C may reasonably request from time to time;
 - (b) if requested to do so, the Contractor shall permit representatives of V2C to have access to the Contractor's premises for the purposes of inspecting records and other information held by the Contractor in relation to the Services.
- 1.8 V2C may provide representations and/or comments on any Explanatory Statement. The Contractor shall take reasonable account of all such comments and/or representations and shall fully implement any actions set out in the Explanatory Statement.

Service Rectification Plan

- 1.11 Where:
 - (a) Required targets are not met

the Contractor shall prepare a formal written rectification plan ("Service Rectification Plan") to satisfy V2C that the Contractor is taking, or will imminently take, all necessary steps to improve future performance and minimise the risk of repeated poor performance.
- 1.12 The Service Rectification Plan shall as a minimum contain the following information:
 - (a) identification of the scale of the problem and the steps that the Contractor proposes to take, or is taking, to rectify its performance including all failures to perform the Services in accordance with the KPI's; and
 - (b) a statement as to how success in implementing the Service Rectification Plan will be measured; and
 - (c) a statement as to the timescales within which the Service Rectification Plan will be implemented; and
 - (d) such other information as may be reasonably required.
- 1.13 The Service Rectification Plan shall be signed by the Contract Manager and submitted to V2C for Approval by no later than 17:00 on the fifth Working Day following (but excluding) the day of submission of the Monthly Service Statement.
- 1.14 V2C shall give its Approval or (if not approved) any comments on the Service Rectification Plan as soon as reasonably practicable and in any event within 10 Working Days from and including the date of its submission. Failure to respond shall be deemed Approval. Where V2C decides not to approve the Service Rectification Plan, the Contractor shall make such amendments to the Service Rectification Plan as may reasonably be required by V2C and shall re-submit the Service Rectification Plan for Approval within 5 Working Days from and including the date upon which V2C notifies its request.

- 1.15 If the Contractor fails to fully implement the Service Rectification Plan in accordance with its terms (including timescales) then without prejudice to any other right or remedy V2C may have, V2C may treat such failure as a material breach of the Contract that is incapable of remedy and that accordingly provides grounds for V2C to terminate the Contract with immediate effect on giving notice to the Contractor.

V2C Termination Rights

- 1.16 Where:

- (a) The supplier fails to meet the Key Performance Indicators (KPIs) set forth in this schedule for two or more consecutive reporting periods, or for three or more non-consecutive reporting periods within any rolling twelve-month period.
- (b) Before exercising the right to terminate under this clause, the non-defaulting party shall provide written notice of the KPI failure and allow the defaulting party a 30-day cure period to remedy the performance deficiency. If the deficiency is not cured within the cure period, termination may proceed.

V2C shall be entitled to treat such under performance as a material breach of the Contract that is incapable of remedy and that accordingly provides grounds under the clause of the Contract for V2C to terminate the Contract with immediate effect on giving notice to the Contractor.

MONITORING SCHEDULE

1. The Nominated Officer shall review the Service provision by the Contractor to ensure compliance with all contractual obligations.
2. The Monitoring Schedule is completely independent from the quality control system which the Contractor shall institute for their own monitoring purposes.
1. The monitoring programme will be based upon ad hoc visits to the Contractor's premises and delivery vehicles and will include:-
 - Compliance with HACCP
 - Compliance with COSHH
 - Premises Inspections
 - Mobile/Temporary Premises Inspections
 - Vehicle Inspections
 - Equipment/Container Inspections
 - Food Waste & Refuse Management Inspections
 - Water Supply Inspections
 - Personnel Hygiene
 - Food Hygiene
 - Health and Safety
 - Service Provision
 - Cleaning
 - Complaints Handling
4. As part of its monitoring procedure, the Contractor will undertake customer satisfaction surveys in the form of feedback forms and periodic on-line questionnaires.
5. The Nominated Officer will carry out Quality Assessment Inspections on a regular basis. The Nominated Officer will use the Monitoring Forms below as a checklist to review particular areas. The Nominated Officer reserves the right to alter the checklists after consultation with the Contractor in line with legislative changes or Specification alterations. The Nominated Officer may also attend the mobile catering unit, unannounced, when in use on an event and monitor level of Service and cleanliness of the mobile catering unit.
6. The Contractor shall not be given prior notice of inspection dates and times. However, upon arrival on site the Nominated Officer will give the Contractor or its representative the opportunity to accompany them. If this invitation is not accepted, then the Nominated Officer will conduct the inspection and discuss the results with the on-site manager at the end of the assessment.
7. After each inspection and within 3 Working Days from the date of the visit, the Nominated Officer will liaise with the Contractor to discuss the inspection and the Nominated Officer shall submit a written report to the Contractor confirming the details and the findings.

8. The Contractor shall be given a period of 7 days within which it must make any representations, in writing, to the Nominated Officer regarding the report. If none are made within this period, then the Contractor acknowledges and accepts that it will be deemed by the Nominated Officer that the Contractor has accepted the findings within the report.
9. Unacceptable inspections shall apply to issues where rectification is deemed inappropriate; namely:-
 - Food hygiene standards or procedures considered injurious to the health of the consumer;
 - Serious failures in Service standards.

In such cases the Nominated Officer may serve a warning notice.

10. Where issues are unsatisfactory on inspection but are rectified in the presence of the Nominated Officer, a satisfactory report will be issued.
11. Where issues are unsatisfactory on inspection which cannot be rectified immediately, the Nominated Officer will issue a rectification notice indicating those areas of contention and establish a re inspection date and time.
12. Again, the Contractor will be given a period of 7 days within which it must make any representations, in writing, to the Nominated Officer regarding the report. If none are made within this period then the Contractor hereby acknowledges and accepts that it will be deemed that the Contractor has accepted the report and resulting charges.
13. If twelve or more rectification notices are served by the Nominated Officer or if a complaint is investigated by the Nominated Officer and deemed to be authentic a warning notice may be issued.
14. In the event of an unsatisfactory re-inspection, the Nominated Officer will record a fail, issue a warning notice and continue to do so until it is satisfied that the Contractor has achieved the required standard.
15. Where a warning notice is issued there will be a deduction from the sum payable to the Contractor of £100.00 to cover the administration costs of issuing and recording the notice and the increased monitoring costs.
16. The Nominated Officer shall submit a copy of the monitoring report together with notice of any charges levied to the Contractor.
17. In the event of the Contractor being served with three or more warning notices, the V2C may seek re-dress through the default provision in the Terms and Conditions of Contract, and without prejudice to any other right it may have, the V2C may, subject to prior notification to the Contractor:-
 - Employ others to provide that part of the Service which the Contractor shall have failed to provide, or take the Service in whole or in part out of the Contractor's hands and re-contract with others to provide the Service in whole or in part as way be appropriate.

- If the cost to the V2C of employing others to provide part or all of the service in accordance with the Contract Conditions shall exceed the Contract Price which would have become payable to the Contractor had it completed that part or all of the Service then V2C shall have the right to charge such excess cost to the Contractor. V2C shall also have the right to retain part or all of any sum which would otherwise be due to the Contractor under the Contract and set such sum against the excess due from the Contractor. For the avoidance of doubt the provision of this sub-paragraph does not extend to that part of the cost payable by V2C to a third party in respect of any enhancement to the Service.
 - If the Contractor fails to provide the Service in part or in whole to the satisfaction of V2C, the Contractor shall refund to V2C any reasonable administrative charges and travelling expenses incurred in the process of implementing the monitoring programme.
18. Consistently poor standards of performance will be addressed by V2C who may elect to issue warning notices and charge the Contractor an administration fee.

Contract Monitoring

19. The Nominated Officer has the right to inspect all of the Services executed by the Contractor at any time.
20. Joint inspections shall be undertaken by the Nominated Officer and Contractor to assess performance and quality of work completed in each area.
21. The Nominated Officer may also require the Contractor to undertake joint inspections where there has been a complaint. Thereafter the Contractor shall advise the Nominated Officer of the subsequent action taken if the complaint is deemed by the Nominated Officer to be justified. The cost of the investigation and its requirements will be borne by the Contractor.
22. The Contractor shall carry out their own routine performance Nominated of the Contract and provide evidence of this activity at monthly Contract Nominated meetings.
23. The Nominated Officer will review the KPI's which may be amended based on the business need following discussion with the Contractor.
24. The Nominated Officer will inform the Contractor of any Services requiring rectification and will specify the time for completion by the Contractor following receipt of the instruction. The Contractor shall rectify any of the Service failures within the prescribed timescales. The Nominated Officer will specify timeframes that are considered reasonable according to the circumstances.
25. From time to time, health and safety audits will be carried out by the Nominated Officer.

Monitoring Forms

Premises Monitoring Form (Contractor)

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
Clean and maintained in good repair			
Working space allows for hygienic performance of all operations			
No undesirable condensation			
No mould			
Drinking water supply			
Sufficient temperature controlled cold storage			
Sufficient frozen food storage			
Recommended chilled storage below 5°C (Legal requirement is 8°C or below)			
Sufficient dry storage			
Sufficient hot storage			
Adequate toilets with ventilation which do not open into prep rooms			
Adequate number of wash hand basins			
Adequate mechanical ventilation			
Adequate natural or artificial ventilation			
Adequate changing facilities or storage provided			
Adequate suitable chemical storage (COSHH)			

Signed: _____ Print Name: _____
Nominated Officer

Mobile/Temporary Premises Monitoring Form

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
Type of facility			
Sited suitably			
Facilities available to maintain hand-washing			
Facilities available for hygienic sanitary arrangements			
Food surfaces sound and easy to clean			
Adequate provision for foodstuffs to be washed hygienically			
Adequate supply of hot and cold water			
Adequate provision for cleaning and disinfecting work surfaces			
Adequate hygienic storage of hazardous, non-edible material (COSHH)			
Adequate disposal of non-edible hazards liquid or solid			
Adequate facility for maintaining and Nominated temperature controls			
Food stored to avoid risk of cross contamination, so far as possible			

Signed: _____ Print Name: _____
Nominated Officer

Vehicle Monitoring Form

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
Transportation clean			
Transportation in good repair			
Food stuffs protected from contamination			
Containers protect food from contamination			
Containers not used for anything other than foodstuffs			
If transporting differing foods, are separate containers available to keep product types apart			
If transporting anything in addition to food are separate containers available to keep product types apart			
If transport used to move anything else in addition to food is it cleaned between loads to avoid cross contamination			
Transported food is positioned to avoid cross contamination			
Where necessary vehicle is temperature controlled			
Temperature control records are in place			

Signed: _____ Print Name: _____
Nominated Officer

Equipment/Container Monitoring Form

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
All fittings in contact with food are in good repair			
All containers, in contact with food are in good repair			
All other articles in contact with food are in good repair			
All equipment in contact with food is in good repair			
All fittings in contact with food are cleaned and disinfected			
All containers in contact with food cleaned and disinfected			
All other articles in contact with food cleaned and disinfected			
All equipment in contact with food cleaned and disinfected			
Where necessary control devices are in place for the cleaning			
Equipment installed to allow for cleaning to take place			
Surrounding areas are kept clean			
Chemicals are stored correctly			
Correct use of anti- corrosion chemicals			

Signed: _____ Print Name: _____
Nominated Officer

Food Waste Monitoring Form

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
Management of refuse according to community legislation			
Adequate storage provided for refuse containers			
Food waste removed quickly			
Non edible by-products removed quickly			
Other refuse removed quickly			
Refuse containers in good repair			
Refuse containers have tight fitting lids			
Refuse containers cleaned and disinfected			
Pest control measures are in place			
Adequate disposal of all refuse in place			

Signed: _____ Print
Nominated Officer Name: _____

Water Supply Monitoring Form

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
Adequate drinking water supplied			
If non-drinking water is used for steam it does not come into contact with drinking supply			
Ice must have been produced from drinking water			
Ice must be stored to protect it from contamination			
Ice must be handled hygienically to prevent contamination			
Steam coming into contact with food must be free from contamination			
If hermetically sealed food is heated, drinking water which is free from contaminants is used to cool containers			

Signed: _____ Print Name: _____
Nominated Officer

Personal Hygiene Monitoring Form

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
Food handlers wear protective clothing			
Food handlers have a high degree of cleanliness			
Good personal hygiene practices, no hand to mouth contact			
Good personal hygiene practices, no hand to face contact			
Good personal hygiene practices, frequent hand washing			
Food handlers protective clothing is clean			
Suitable foot wear is being worn			
Hair is tied back where appropriate			
Jewellery is not being worn			
Cuts are covered in blue plasters			
Food handlers are supervised			
Food handlers have adequate HACCP food handling training			
Training records are available for scrutiny			

Signed: _____ Print
Nominated Officer Name: _____

Food Hygiene Monitoring Form

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
HACCP procedure in place			
Raw materials & all food stuffs supplied & kept in appropriate conditions			
All food stuffs are correctly labelled			
Thawing of food undertaken to minimise bacterial growth			
Good food preparation practices in place to avoid contamination			
Temperature controls in place			
Cold chain is not interrupted			
Food stored appropriately/temperature controls in place			
Where appropriate food correctly labelled			
Food wrapping carried out in an appropriate room/area			
Material used for wrapping & packaging will not cause contamination			
Wrapping materials stored appropriately no exposure to contamination			
Wrapping operation avoids contamination of the products			
Re-usable packing materials easy to clean & disinfect			
Wrapped food labelled appropriately & stored separately			
Food transported appropriately & temperature controls in place			
Food held for Service appropriately & temperature controls in place			
Food displayed appropriately			
Food served appropriately & right equipment being used			
Hazardous waste labelled & stored appropriately			
Inedible waste stored appropriately			

Signed:

Nominated Officer

Print
Name:

Health & Safety Monitoring Form

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
HACCP procedures in place			
Health and safety adhered to in all practices			
Safe use of equipment and materials			
Correct equipment used for cleaning			
All surfaces frequently cleaned and sanitised			
Safety notices used as appropriate			
Fully equipped first aid box available			
Completed pest control records where appropriate			
Completed deep cleaning records where appropriate			
Health and safety training recorded & available for inspection			
Statutory notices displayed			
Fire precautions in place			
Electricity generators powered by diesel			
Electricity generators protected from the elements			

Signed: _____ Print Name: _____
Nominated Officer

Service Monitoring Form

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
Service area clean and well set out			
Hot food suitably displayed			
Cold food suitably displayed			
Drinking water available			
Hot plates used for hot food			
Cold plates used for cold food			
Packed meals suitably labelled			
Packed foods contain disclaimer notice			
Hospitality buffets correctly displayed			
Hospitality buffets suitably labelled			
Hot and cold drinks suitably displayed			
Drinks machines, flasks, etc. clean			
Drinks machine, flasks, etc. well stocked			
Serviettes available			
Condiments available			
Tables cleared and cleaned between use			
Dirty crockery, cutlery etc. stored properly			
Plate refuse removed correctly			
Plate refuse stored quickly			

Signed: _____ Print Name: _____
Nominated Officer

Cleaning Monitoring Form (Premises & Vehicles)

Company: _____ Date: _____

Address: _____ Time: _____

	Acceptable	Un-acceptable	Comments
Cleaning schedule in place			
Pest control measures in place			
Floor area clean and in good repair			
Walls clean and in good repair			
Cooker hoods clean			
Pipe-work clean			
Sinks clean			
Work benches clean and in good repair			
Shelving clean and in good repair			
Machines clean – to be listed separately by Nominated Officer			
Grill clean			
Ice making machine clean			
Preparation area clean			
Ovens and Fryers clean			
Steamers clean			
Microwaves clean			
Temperature probe available and clean			
Dishwasher clean			
Refuse bins have tight fitting lids and are clean			
Food containers are clean			
Vehicle exterior clean and in good repair			
Vehicle interior clean and in good repair			
Changing room and toilets clean			
Office clean			
Refuse bay tidy and no evidence or pests			
Oil stored appropriately			

Signed:

Nominated Officer

Print
Name: