

Part 2

Key Performance Indicators

1. General

- 1.1 The Council may issue a formal Warning or claim performance credits if the Operator fails to comply with the provisions of this Agreement.
- 1.1 The Council regards the quality of service as very important, and the Operator must take all reasonable steps to ensure that, as well as operating all the specified journeys, the service is provided to the required quality. From time to time the Council will without notice, monitor the service, and will also investigate complaints received from passengers.
- 1.2 Failures to comply with these Conditions and/or meet the Specification and in the opinion of the Council could reasonably been avoided, action may be taken as described below.

2. Warnings

- 2.1 If the Council is satisfied that the Operator has failed to meet the required standards set out in the KPI's or breached a condition of this Agreement, it may issue a formal Warning.
- 2.2 A performance credit points system is operated which will trigger the issue of a formal Warning:-
 - (a) if a total of 100 points is accrued by the Operator in any period of two months, or
 - (b) a total of 200 points is accrued in any period of six months.
 - (c) Points will not be counted towards more than one Warning.
- 2.3 If a total of three formal Warning letters within a 12 month period or four warnings during any 24 months rolling period of the Agreement are served upon the Operator, the Council may terminate the Agreement immediately and the provisions of Clause 36 (consequences of termination) shall apply.
- 2.4 Where the Operator holds more than one Lot that accrues points meeting or exceeding an average of 50 points per Lot across a period of 2 months OR 100 points per Lot across a period of 6 months, he will be subject to the same actions as per a separate Lot. For example if an

Operator holds 50 Lots, the trigger points would be 2,500 (2 months) or 5,000 points (6 months).

- 2.5 If the Operator wishes to appeal against the issue of a formal Warning, he must do so in writing to the Council within 14 days of receipt of the Warning. Such appeals should detail the reasons for the appeal, and will be considered by the Council, taking into account all relevant circumstances. The final decision of such an appeal shall be at the absolute discretion of the Council.

3. Key Performance Indicators and Performance Damages

- 32.1 Performance Damages may be payable, where the Operator fails to meet the required standard of operation. These will be deducted from the next payment on the affected contract unless otherwise agreed between the Operator and Council.

- 32.2 If the Operator wishes to appeal against a demand for Performance Damages in accordance with paragraph 32.1 above, he must do so in writing to the Council within 14 days of receipt of notification. Such appeals should detail the reasons for the appeal, and will be considered by the Council, taking into account all relevant circumstances. The final decision of such an appeal shall be at the absolute discretion of the Council.

- 32.3 The scale of Key Performance Indicators and Performance Damages are shown in the following tables.

SCALE OF PERFORMANCE DAMAGES

Nature of Failure	Points	Notes	Fine for failure to meet the Standard
Failure to operate journey or no replacement within	50	Per scheduled journey not per	£100

30 minutes.		day	
Failure to operate both School Journeys	150	This means AM and PM on the same operating day	£300
Failure to display current and correct Operators Licence	100	Referral to DVSA as this indicates a failure of daily checks	£200
Failure to meet the required vehicle specification	25	This applies per journey and includes capacity and vehicle dimensions.	£50
Use of unauthorised Driver	----	Agreement Termination	
Staff smoking or vaping in or around the vehicle during operation	25	This will trigger per instance	£50
Failure to observe the specified Route and/or stopping points	25	This will apply per journey	£50
Failure to display relevant signage and notices including School Bus Signs and Destination Displays (list not exhaustive)	25	This will trigger per operating day	£50
Failure to supply any data as required by this Agreement within timescales and/or format specified.	50	This will trigger per data request per period.	£100
Failure to respond to complaint or correspondence within 5 working days.	25	This will trigger per instance.	£50
Closed School Contract - Adult passenger travelling without authorisation.	100	This will apply per instance.	£200

Failure to meet requirements for BODDS or Real Time Passenger Information provision.	50	This includes Fares Data, Routes, Timetables as stipulated by forthcoming BODDS (Open Data) regulations (list not exhaustive). This applies per data request.	£100
Failure to meet any requirement in the Service Specification	25	This will trigger per instance or per issue.	£50
Staff under the influence of drugs or alcohol whilst carrying out the service.	---	Agreement Termination	