

Appendix 1 - Service Performance Indicators

SERVICE PERFORMANCE FRAMEWORK

For the purposes of this **Appendix A**, the following expressions shall be defined as follows:

Container Location: a container location refers to a single bin storage area/location within a site. Some addresses may have multiple bin storage areas and if more than one storage area was missed then more than one deduction would be applicable.

Deduction: financial deduction which shall apply in the event of failure of an SPI in line with the Definition

Deduction Refresh Period (DRP): in the event that a failure has not been rectified in accordance with the Definition, the prescribed deduction shall apply for each subsequent refresh period. For the avoidance of doubt the refresh deduction amount may differ from the initial Deduction applied.

Exemption Period: A 12 week Period (unless otherwise agreed) exempt from financial deductions will apply to the affected SPI's at the commencement of any new service roll out for the services and boroughs affected.

Missed collection: Failure to collect any correctly presented receptacle on its original scheduled collection day will be deemed a missed collection (as per Specification definition at 8.6.1, Contract definition to be revised accordingly).

Rectification Plan: means a plan set out in accordance with a prescribed format (to be drafted by the Councils) on which details of the failure are described and the actions to be taken by both VES and the Council to resolve the existing failure and prevent future failure are detailed and time lined. Rectification Plans must be agreed and signed off by an Authorised Officer and the VES Contract Manager. The time to provide a Rectification Plan is to be agreed with the Authorised Officer and in the absence of any agreed timescale it must not be longer than 5 working days from the service failure that gave rise to the Rectification Plan requirement. Failure to carry out a Rectification Plan will result in escalation to Council and Veolia Management teams for urgent resolution and consideration of Step In measures.

Residential Areas: Means all areas other than those defined by the term Town and District Centres

SPI No.	Service	Definition	Reporting Frequency	Deduction	Deduction Refresh Period (DRP)	Further clarification
1	Waste Collection Services - Rectification of missed collections	Failure to rectify Missed Collections reported up to two Working Days after the scheduled collection day within two Working Days of the notification.	Monthly	[REDACTED] per missed collection per waste type.	Every one Working Day.	Collections that are recorded on Echo in accordance with the agreed procedure for excess waste, contamination and non-presentation will not be deemed to be missed collections and consequently no deductions would be applied in respect of them.

2	Waste Collection Services – Missed Collections Per Waste Stream	<p>Failure to achieve the target of fewer than 30 Missed Collections (per 100,000 collections) for each waste stream per month, per borough for:</p> <ul style="list-style-type: none"> ● Residual Waste ● Food Waste ● Garden Waste ● Paper and Card ● Container Mix 	Monthly	<p>For missed collections between:</p> <p>a. 0-30 missed collections per 100,000 - no further action required.</p> <p>b. 31- 50 missed collection per 100,000 - monitor performance at monthly contract meeting.</p> <p>c. 51 - 70 missed collections per 100,000 - Deduction of [redacted] per waste stream per borough per month and required to produce a Rectification Plan</p> <p>d. In excess of 70 missed</p>	N/A	
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		<p>collections per 100,000 Deduction of [redacted] per waste stream per borough and required to produce a Rectification Plan.</p>				
3	<p>Waste Collection Services – Rectification of missed Communal Collections of Recyclate (including food waste) Per material Stream</p>	<p>Failure to rectify a missed collection at a communal recycling location within one Working Day of notification</p>	<p>Monthly</p>	<p>[redacted] per missed container location per stream.</p>	<p>Every one Working Day</p>	<p>If any bin at a defined container location is not emptied it will be eligible to be reported as a missed collection. Only one report from each container location will be accepted per location per occasion.</p>
4	<p>Waste Collection Services – Communal Collections for residual waste</p>	<p>Failure to rectify a missed collection at a communal residual waste location within one Working Day of notification</p>	<p>Monthly</p>	<p>[redacted] per missed container location.</p>	<p>Every one Working Day</p>	

5	Waste Collection Services - Assisted Collections (all waste streams)	Failure to rectify missed Assisted Collections within one Working Day of notification for: <ul style="list-style-type: none"> • Residual Waste • Food Waste • Garden Waste • Paper and Card • Container Mix 	Monthly	[redacted] per missed collection.	Every one Working Day	These are excluded from SPI 1 missed collections
6	Waste Collection Services – Repeated Missed Collections (irrespective of waste stream)	Repeated Missed Collections within the last 6 weeks as notified to the Contractor	Monthly	[redacted] for two Missed Collections [redacted] for three Missed Collections [redacted] for four Missed Collections [redacted] for five Missed Collections and above		
7	Waste Collection Services – Bulky Waste	Failure to rectify within two Working Days any bulky waste collection not collected on the agreed day.	Monthly	Initial Failure - charge refunded to the Service and Contractor to collect free of charge.	Every subsequent 2 Working Days.	

8	Waste Collection Services – delivery of Receptacles (all receptacles)	Failure to deliver requested receptacle(s) within ten Working Days of notification.	Monthly	Subsequent Failure - [REDACTED] [REDACTED] per Receptacle	Every one Working Day				
9a	Waste Collection Services – removal of Fly Tipped Material	Failure to remove Fly Tipped Material within one Working Day of notification	Monthly	95% of all reported cases of to be removed within one Working Day of notification. In instances where performance is below 95%, penalty is [REDACTED] per reported fly tip not cleared within one Working Day.	Every one Working Day				Excludes fly tips on private land.

9b	Waste Collection Services – removal of Fly Tipped Material (Large)	Failure to ensure Fly Tipped Material (LARGE) is made safe within two Working Hours and removed within one Working Day of notification (unless otherwise agreed).	Monthly	95% of all reported cases of to be made safe within two Working Hours of notification and removed within one Working Day of notification (unless otherwise agreed). In instances where performance is below 95%, penalty is [redacted] per reported fly tip not cleared within two Working Hours.	Every one Working Day	Excludes fly tips on private land. Large fly tips defined as anything which requires grab lorry for clearance
10	Waste Collection Services -- Bulky Waste	Failure to offer appointments for Bulky Waste collections within 10 Business Days of request.	Monthly	[redacted] per bulky waste collection appointment not made within agreed number of days.		

11	Waste Collection Services – collection of Recyclate, Food, Garden and Reuse items separately from Residual Waste	Failure to collect material which has been presented as Reusable, Recyclable or Compostable separately from other waste streams.	Monthly	█ per incident.	N/A	<p>(Burden of proof on Veolia to provide evidence that a report is false).</p> <p>Examples of SPI Failure include:</p> <ol style="list-style-type: none"> 1. Waste streams being either wilfully or negligently emptied into the wrong compartment of a collection vehicle; 2. Crews not emptying vehicle before use, resulting in mixed loads <p>Excludes heavily contaminated material which Veolia cannot identify or control and provided that crews have followed appropriate contamination notification and reporting procedures.</p>
12	Waste Collection Services – Recyclates - Appropriate Storage and Segregation	Failure to keep material collected as Recyclate appropriately stored and segregated prior to being received at a suitable re-processor (as detailed within Schedule 4 (Service Delivery Plan)).	Monthly	█ per tonne of Contract Waste disposed of as residual waste as a consequence of failure to keep material collected as Recyclate appropriately stored and segregated.	N/A	

13	Waste Collection Services	Failure to send Contract Waste to the Nominated Delivery Point or Contingency Delivery Point (as detailed within Schedule 4 (Service Delivery Plan)).	Monthly	█ per load	N/A	
14	Street Cleaning Services - emptying of street litter Receptacles.	Failure to empty a full or overflowing litter bin	Monthly	█ per failure	<p>a) Town and District Centres - Every 2 Working hours.</p> <p>b) Residential Area Every 6 working hours</p>	Reportable by Authorised Officers (or Nominated Representatives) or Residents SLWP commit to enforce against litter bins abuse (black sacks jammed into aperture). Where an overflowing bin arises principally as a result of the dumping of waste from domestic household or fly tipping then no deductions applied - subject to VES submitting evidence to this effect.

15a	Street Cleaning Services -- 'Town & District Centres'	Failure to bring an area to the contractual standards following a "Street Cleaning Service Request" within Town & District Centres within two hours of notification. Only reported by Authorised Officers (or Nominated Representatives):	Monthly	█ per individual reported failure	Every two Working hours from notification
15b	Street Cleaning Services -- 'Town & District Centres'	Failure to bring an area to the contractual standards following a "Street Cleaning Service Request" within Town & District Centres within two hours of notification. Reported by sources other than Authorised Officers or Nominated Representatives (eg. residents):	Monthly	█ per Service Request Failure	Every two Working hours

16a	Street Cleaning Services - Residential Areas	Failure to bring an area to the contractual standards following a "Street Cleaning Service Request" within Residential Areas within one Working Day of notification. Only reported by Authorised Officers (or Nominated Representatives):	Monthly	█ per reported failure	Every one Working Day	
16b	Street Cleaning Services - Residential Areas	Failure to bring an area to the contractual standards following a "Street Cleaning Service Request" within Residential Areas within one Working Day of notification. Reported by sources other than Authorised Officers or Nominated Representatives (eg. residents):	Monthly	█ per Service Request failure	Every one Working Day	
16c	Street Cleansing	Failure to rectify an Urgent Street Cleansing Event	Monthly	█ per reported failure	Every 4 Working Hours.	Reportable by all sources.

	Services – All Areas	within 4 Working Hours of notification e.g. <ul style="list-style-type: none"> • Dangerous/Offensive Waste (e.g. broken glass) • Drug Litter • Dog fouling 					
17a	Street Cleaning Services	Failure to bring a street up to grade A standard at time of sweep	Monthly	█ per failure		Must be observed during monitoring by Veolia or Authorised Officer (or nominated representatives e.g. client officers) with photographic evidence.	
17b	Street Cleaning	Failure to remove Street Cleansing sacks within One Working Day of notification	Monthly	█ per location	Every one Working Day	One failure will be applied for each geographical location.	
18	Street Cleaning Services – cleaning of drainage systems	Failure to assess, respond and report on scheduled gullies for cleaning in accordance with programmed works.	Monthly	Failure to assess, respond and report on 80% of scheduled gullies within the Calendar Month █ per period.	N/A	For the avoidance of doubt, "respond" in this SPI 18 means cleansing where required.	

19	Street Cleaning Services – racist and/or offensive Graffiti	Failure to Remove racist and/or offensive Graffiti within one Working Day of notification	Monthly	99% of all reported cases of to be removed within one Working Day of notification. In instances where performance is below 99%, penalty is [redacted] per reported case not removed within one Working Day	Every one Working Day	
20	Street Cleaning Services – non-offensive Graffiti	Failure to Remove non-offensive Graffiti within two Working Days of notification.	Monthly	[redacted] per failure 95% of all reported cases of to be removed within two Working Days of notification. In instances where performance is below 95%, penalty is [redacted] per reported case not removed within two Working Days	Every two Working Days	

21	Winter Maintenance Services – Priority routes gritting	Failure to grit agreed priority routes in accordance with prescribed timescales as set out within each Borough's Winter Maintenance Plan	As instructed by the Authorised Officer	█ per incident	N/A	
22	Winter Maintenance – salt bins	Fill to 100% for the start of the Winter Maintenance season. Assess and replenish following each weather event or instructed by the Authorised Officers (AOs)	Monthly	█ per bin not replenished following instruction from AO	Every Working Day	Applied only during the relevant Authorities Winter Maintenance Plan Period.
23	Non-Service Vehicle Maintenance Services - fleet management	Failure to provide a suitable replacement Non-Service Vehicle in accordance with paragraph 14.3.3 of this Specification.	Monthly	█ per failure	Every Working Day	
24	Service and Non-Service Vehicle Maintenance Services - fleet management – O Licence vehicles	Failure to ensure Service and Non-Service Vehicle inspections, MOTs and other activities are undertaken for O Licence vehicles in accordance with agreed schedule as set out within Schedule 4 (Services Delivery Plan)	Monthly	█ per failure	N/A	

25	Service and Non-Service Vehicle Maintenance Services - fleet management - Non O Licence vehicles	Failure to ensure Service and Non-Service Vehicle inspections, MOTs and other activities are undertaken for Non-O Licence vehicles in accordance with agreed schedule as set out within Schedule 4 (Services Delivery Plan)	Monthly	█ per failure	N/A	
26	Service and Non-Service Vehicle Maintenance Services - fleet management - Regulatory compliance	Serving of PG9 Prohibition Notice (Delayed or Immediate) by DVSA.		█ per notice	N/A	Where a vehicle has been deemed not roadworthy and impounded
27	All Services - Reporting Requirements	Failure to comply with Schedule 6 (Reporting Requirements) and provide accurate reporting within one Working Day of notification - unless otherwise agreed with the Authorised Officer, 24 hours prior to the deadline on the basis of both parties acting reasonably.	Monthly	█ per failure	Every one Working Day.	

28	All Services - Complaints	Failure to adhere to Response times as set out within Schedule 15 (Service User Procedure)	Monthly	<p>█ per failure to provide a response in accordance with Schedule 15.</p>	Refreshed every 1 working day.
29	Communications - Accurate delivery of communication materials	Failure to deliver accurate and appropriate communications in accordance with the specification or as set out in Schedule 4 (Services Delivery Plan), or as otherwise agreed with the Authorised Officer on the basis of both parties acting reasonably. Rectification period in accordance with the Stakeholder Engagement and Communications Protocol before penalty applies. Cost of delivering/redelivering correct communications materials shall be borne by the Contractor	Monthly	<p>█ per event (not per Service User affected)</p>	Deduction refresh period in accordance with Stakeholder Engagement and Communications Protocol.

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