

# LEVI Support Body



## Key Performance Indicators (KPIs)

## Version Management

Authors	Doc. Version	Date	Changes
Procurement Forum working group	1.1.2	3-Nov-23	Version for Procurement Forum review
Procurement Forum working group	1.2.0	7-Feb-24	Updates resulting from CPO Working Group feedback
Procurement Forum working group	1.2.1	15-Feb-24	Refinement of amendments from CPO Working Group feedback
Procurement Forum	1.3.1	16-Feb-24	First Public Version

## Purpose of this document

This document presents a range of possible Key Performance Indicators (KPIs) to move towards a more nationally-consistent service specification for Electric Vehicle Infrastructure (EVI) procurement and operation.

KPIs form an essential aspect of any service contract. A robust but equitable suite of KPIs can provide a strong incentive for the Service Provider to deliver a high quality, reliable and customer-focused service on an ongoing basis across all chargepoints – not just those that are commercially viable.

The KPIs, below, assume a Public-Private Commercial Partnership (PPCP) Concession commercial arrangement has been adopted by the Local Authority (LA). This implies that the Service Provider is providing a full end-to-end chargepoint installation, operation and maintenance service. It should therefore be considered in the context of PPCP Concession commercial arrangements Heads of Terms, section 16 (Key Performance Indicators), which sets-out the possible approach in which KPIs could be deployed.

Where a different commercial arrangement has been adopted, only relevant KPIs should be used.

## Key Considerations

**Getting the balance right:** Overly demanding or unnecessary KPIs may deter potential Service Providers from tendering for future procurements or result in poor value for money. Equally, too lenient KPIs may not afford the opportunity for the LA to apply meaningful remedies when service standards fall below those required.

**Grace periods for existing assets:** The authority should consider offering a time limited “grace period” for KPI events that relate to existing charging assets that are transferred to the Service Provider.

**Working in partnership:** The operationalisation of the KPI Framework should support a partnership-type relationship between the authority and the Service Provider. The contract should identify the intended scope and frequency of KPI monitoring during the installation and operational phases.

**Monitoring:** It is anticipated that KPIs will be self-monitored and reported by the Service Provider, but that the contract will afford the LA rights of access to all necessary data to audit and check compliance with performance standards. The LA should consider using a proportion of any income or revenue share arrangements to fund the resources necessary to monitor and manage the fulfilment of the KPIs by the Service Provider (see Heads of Terms, section 22 (Concession Fees)). The LA may wish to consider requiring online access to all data collated via a secure portal.

**Contractual and legal review – KPI refresh:** The LA may wish to consider allowing for a refresh of the KPI framework after a period of time, to ensure that the services being provided continue to align with best practice. The right triggers for a KPI refresh need to be considered, including a periodic basis (such as biennially). Advice should be taken to ensure that any KPI refresh is in line with legal and procurement guidelines. Any KPI refresh should not seek to change the overall risk profile of the Service Provider unless otherwise agreed between the parties.

**Interaction with legislation:** If any KPI sets a standard of service that is lower than that required by legislation or any future change in law, this should not absolve the Service Provider from complying with such legal or regulatory requirements. As with any major procurement exercise, LAs should take appropriate advice in developing their tender and contract documents and follow relevant government guidance.

# Instructions for Use

## Related documents

It is important that this template KPI Schedule is read in parallel with other guidance documents, including but not limited to the Heads of Terms, Technical Specifications and ITT evaluation guidance.

## Engagement with the market

LAs are encouraged to engage with potential Service Providers via soft market testing prior to commencing procurement. This is to ensure that their proposed KPIs are suitable for the planned scope of works and services.

Once a draft suite of KPIs has been agreed, it is recommended that these should be included in the tender documentation and the draft contract, and subsequently finalised prior to contract award. Advice should be taken as to the extent to which alternative KPIs could be proposed as a bid-back item as part of any procurement exercise.

## Close linkage to the contract

LAs should carefully consider how the proposed KPI Framework links to their draft contract. In particular it should support and dovetail with the proposed service specification, monitoring and reporting arrangements, the application of any service credits, triggers for improvement plans, and/or events of Service Provider default.

## Relative importance of KPIs

This template includes a ranking is attached to each KPI: “Critical”, “High”, “Medium” or “Low”:

- A “Critical” KPI would be assessed on a pass/fail basis.
- “High”, “Medium” or “Low” KPIs could be assigned KPI Points by the LA.

Failure to meet the required level of performance for a “Critical” KPI may trigger an event of Service Provider default which could lead to early termination of the contact. In addition, exceeded a pre-determined number of KPI Points within a defined period could trigger a requirement for an Improvement Plan which, if not implemented or not successful, could also trigger an event of Service Provider default and early termination of the contact. Consequently, ensuring KPIs are set at an appropriate level is a key pre-procurement activity.

## Relief Events

These are defined events when the service provider does not achieve certain Key Performance Indicators but where this will not count towards a Service Provider Default and/or to a termination of the contract.

Relief is usually offered for events out of the control of either party. These are circumstances when the Service Provider has complied with all relevant processes and the event is not due to a failure of the Service Provider. Examples would include a delay in provision of Permits and Permissions, a delay by the electricity network operator, or failure or non-availability of the electrical supply to the site.

Further discussion and examples of types of events which may be allowable as relief events can be found in the Concession Heads of Terms, section 17 (Relief).

## Navigation

Any information highlighted in **[square brackets]**, for example, *[Critical]* is intended for LAs to select on their own or consider for themselves. Note that values placed in square brackets are not recommendations.

## Definitions

Term	Definition
Improvement Plan	A written programme for remedying the consequence of a KPI event specifying in detail the manner in, and the latest date by which, the Service Provider proposes to remedy the KPI event.
Sub-Contractor	The lead providers of the installation works and the operational services named in the contract.
Chargepoint Object Status	As defined by The Public Charge Point Regulations 2023 Regulation 7
Notification Period	The period of time in which the Service Provider is required to notify the authority of the occurrence of a KPI event or in which it is required to notify or acknowledge response to customers.
Relief Event	Defined events when the service provider does not achieve certain Key Performance Indicators but where this will not count towards a Service Provider Default and/or to a termination of the contract.
Service Provider	The entity procured by the local authority to deliver the defined services during the contract term.
Service Standard	The specification of the Services which are to be carried out throughout the contract term.
Rectification Period	The period in which the Service Provider is required to remedy the KPI event.
Service Credit	A genuine pre-estimate of the loss (financial or in-kind) sustained by the Authority where the Services are not performed in accordance with the KPI Framework.
Chargepoint Uptime	The period where the chargepoint is available for use by the customer.
Working Day	All days in a calendar year excluding weekends and public holidays.

Index	KPI	Principle	Desired Outcome	Method of Measurement	Notification Period	Rectification Period	Service Standard	Reporting Frequency	Service Credit	KPI Points	Things to Consider
	<b>Health and Safety (Scope – Service Provider and Sub-Contractors)</b>										
1	Maintenance of Health & Safety Policies and Procedures	LA assurance that the Service Provider and Sub-Contractors attach a high importance to Health and Safety during the installation of the works and the operation and maintenance of the Services.	The Service Provider and Key Sub-Contractors maintain up to date health and safety policies and procedures.	Compliance evidenced via the Service Provider's Annual reporting.	N/A	N/A	Annual report to evidence systems are in place.	Annual.	N/A	[Critical]	Evidence to be provided that all necessary policies and procedures are in place as part of the tender process. LAs may have in-house policy requirements with regards to Health and Safety that they require all Service Providers to adhere to.
2	Reportable RIDDOR Incidents		Excellent Health and Safety record in the provision of the Services by the Service Provider and Sub-Contractors.	Compliance evidenced via the Service Provider's Monthly reporting.	N/A	N/A	<[X] Reportable RIDDOR events in any 12-month rolling period, within contract scope/ service provision.	Monthly.	N/A	[High]	Consider including this as part of the regular reporting requirements.
3	HSE Enforcement Notices		Excellent Health and Safety record in the provision of the Services by the Service Provider and Sub-Contractors.	Compliance evidenced via the Service Provider's Monthly reporting.	N/A	N/A	No Enforcement Notices issued in any 12 month rolling period within contract scope/ service provision.	Per Event.	N/A	[Critical]	Consider including this as part of the regular reporting requirements.

Chargepoint Availability & Reliability											
4	Individual Chargepoint Availability	Delivering a high quality, customer focused network for all chargepoints regardless of individual chargepoint utilisation.	Limited occurrence of persistent unavailability on any individual chargepoint.	<p>For the purposes of the KPI, the method for measuring availability of individual chargepoints may be one of the following:</p> <ol style="list-style-type: none"> <li>1) The default method as per the PCPR23 "Regulation 7 – Reliability" but applying this standard to all chargepoint units of all power ratings. The reliability metric of individual charge points will be determined after application of allowable relief events.</li> <li>2) The Service Provider submits an alternative method for providing a quantifiable measure of individual charge point reliability as part of the Service Provider's submitted methodology.</li> </ol>	Automatic notification within [30 min].		Any individual Chargepoint to have an Availability Status of [90%] in any Reporting Period.	Monthly beginning the next calendar month following the chargepoint unit being put into public use.	N/A	[High]	It is noted that these KPIs go beyond the availability and requirements set out in the Public Charge Point Regulations 2023. Given the absence of a current statutory requirement relating to the availability of lower powered charging, it is considered appropriate to set an objective standard for monitoring the availability of all chargepoints delivered under the contract.
5	Chargepoint Network Availability	Delivering a high quality, customer focused network of chargepoints	High level consumer confidence in the availability of all chargepoints within the network within the contract.	<p>. For the purposes of the KPI, the method for measuring availability of the network of chargepoints within the scope of the contract may be one of the following:</p> <ol style="list-style-type: none"> <li>1) The default method as per the PCPR23 "Regulation 7 – Reliability" but applying this standard to all chargepoint units of all power ratings. The reliability metric of in scope charge points will be determined after application of allowable relief events.</li> <li>2) The Service Provider submits an alternative method for providing a quantifiable measure of the in scope charge point availability as part of the Service Providers submitted methodology.</li> </ol>	N/A	N/A	The network of <b>all</b> chargepoints within the contract is, on average, reliable for [99%] of the time in any 12-month rolling period.	Monthly.	N/A	[Critical]	<p>The availability threshold should be applied in addition to the KPIs for Fault Resolution.</p> <p>Consider the application of Relief Events for matters out of the direct control or influence of the Service Provider (e.g. failure in the power supply).</p> <p>The requirement to deliver a higher standard if required by future regulation or legalisation will take precedence to any standard set out in this KPI Framework.</p>

Index	KPI	Principle	Desired Outcome	Method of Measurement	Notification Period	Rectification Period	Service Standard	Reporting Frequency	Service Credit	KPI Points	Things to Consider
	<b>Chargepoint Fault Resolution</b>										
6	Fault Response Times - High Priority	Requires emergency action to prevent risk to life, person, or property.	Chargepoints present no HSE risk to the public.	Compliance evidenced via the Service Provider's Monthly reporting.	[30 mins].	Make safe within [4 hours] of being notified and repair within [48 hours] of making safe.	100% of high priority faults are addressed within the rectification period.	Per event.	N/A	[High]	Consider the application of Relief Events for final rectification of Events out of the direct control or influence of the Service provider, providing initial response times to high priority events are met to ensure no HSE risk to public.
7	Fault Response Times Medium Priority	Requires action to make the chargepoint(s) fully operational.	Chargepoints are available to EV users without undue disruption.	Compliance evidenced via the Service Provider's Monthly reporting.	[30 mins].	Repair within [48 hours] of being notified.	[100%] of medium priority faults are addressed within the rectification period	Monthly.	N/A	[Medium]	Consider the application of Relief Events for matters out of the direct control or influence of the Service Provider (e.g. failure in the power supply). Allowable response and rectification times may need to vary in different localities. Consider requiring Service Providers to resource and train local supply chains to carry out local fixes for common fault resolution activities.
8	Fault Response Times - Low Priority	Requires cosmetic action: i.e. graffiti, or faulty lighting	Chargepoints and their immediate locality are attractive and pleasant environments for EV users to dwell when cars are being charged.	Compliance evidenced via the Service Provider's Monthly reporting.	[10 hours].	Repair/ make good within [5 Working Days] of being notified.	[100%] of low priority faults are addressed within the rectification period	Monthly.	N/A	[Low]	



	Planned Maintenance, Inspections and Servicing										
9	Planned Inspection Frequency/ Maintenance (as per the Service Provider's Method Statement)	A high quality and available service on a continuous and on-going basis.	Evidence is provided (e.g. photographs, reports etc.) that inspections, maintenance & upgrades are carried out in accordance with the specification, best practice and manufacturer instructions.	Monthly reporting to evidence completion of all planned maintenance activities.	N/A	N/A	[100%] of all planned inspections as per the Service Provider's Method Statement carried out in any 12-month rolling period.	As per the Service Provider's Method Statement.	N/A	[3]	Consider the application of Relief Events for matters out of the direct control or influence of the Service Provider (e.g. local authority or a third party prevents access to the site to carry out planned maintenance).  Maintaining cleanliness of the EVI and the environment is a consideration. The boundaries of responsibility between the LA and the Service Provider should be considered e.g. the existing environment and those introduced by the Service Provider,

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	<b>Chargepoint Management System</b>										
10	Chargepoint Management System: Uptime and Data Connection	A reliable high quality chargepoint management system (CPMS) to support service delivery.	The CPMS is continuously available to enable users (including customers, operators and the local authority) to use or manage the network as appropriate.	% of time each month CMS is fully operational.	As soon as possible and within [24 hours] of the CPMS becoming unavailable.	Within [24 hours] of the CMS becoming unavailable or not accessible for any user.	The cumulative period where the CPMS is unavailable and/or not accessible is < [48 hours] in any 12-month rolling period.	Monthly.	£[X] / Day or part thereof where the CPMS is not accessible.	[High]	
11	CPMS Disaster Recovery	Systems are in place to ensure the full restoration following server/CMS loss at the earliest opportunity.	To restore full service promptly following server loss.	Annual report.	N/A	N/A	Annual Report to evidence systems are in place, in line with Service Provider's Method Statement and/or regulatory requirements.	Annual.	N/A	[High]	Robustness of disaster recovery, and the timescales, to be assessed as part of the tender process.
12	CPMS Cyber Security Systems, Reporting, Incident Response Plan	Provision of a service which ensures prioritisation of cyber security.	Processes are in place to prevent, monitor and respond to cyber security events.	Annual report.	N/A	N/A	Evidence that up-to-date cyber security ISO 27001 accreditation is in place and maintained.	Annual.	N/A	[High]	Consideration should be given that the cyber security requirements for EV charging infrastructure are evolving and subject to future developments. Refer to government guidance for the inclusion of cyber security requirements in tender and in contract documents, in particular The National Cyber Security Centre's Cyber Design Principles and Cyber Assessment Framework.
13	CPMS Cyber Security Events	Provision of a service which ensures prioritisation of cyber security and avoids reportable cyber security events at all parts of the chargepoint system.	No cyber security events occur.	Per reportable event.	As soon as possible and within [6 hours] on becoming aware of the event.	N/A	No cyber security events in any 12-month rolling period.	Per event.	£[X] / Day or part thereof.	[Critical]	Additionally, consideration of how Service Providers record and protect against misuse of chargepoint identification and customer payment portal redirection (e.g. with QR codes) to prevent fraud and exploitation. These are not strictly cyber events, but need to be monitored by Service Providers.
14	Data Protection and GDPR - Maintenance of Policies and Procedures	Establishes the security and confidentiality requirements of all systems involved in the capture, processing, communication, and storage of data.	The Service Provider and key sub-contractors evidence that they maintain up-to-date policies and procedures and that training has been provided.	Annual report.	N/A	N/A	Evidence to the reasonable satisfaction of the Authority is provided as part of the annual report.	Annual.	N/A	[Medium]	Service Providers may have wider business activities beyond the scope of the Contract that may be subject to GDPR requirements.  These KPI requirements should relate only to the activities and data held by the Service Provider under this specific Contract.  For example, if an event is reported to the ICO by the Service Provider that relates to business operations outside the scope of The Contract, it will not be counted as non-compliance with these KPIs.

Index	KPI	Principle	Desired Outcome	Method of Measurement	Notification Period	Rectification Period	Service Standard	Reporting Frequency	Service Credit	KPI Points	Things to Consider
15	Data protection and GDPR Non-compliance	Establishes the security and confidentiality requirements of all systems involved in the capture, processing, communication and storage of data.	Compliance with any relevant data protection and UK GDPR legislation that requires reporting to the relevant authority.	Per event reported to Information Commissioner's Office (copied to the Authority).	N/A	N/A	No valid incidents reported to the Information Commissioner's Office in any 12-month rolling period.	Per event.	N/A	[Critical]	

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	<b>Customer Interface</b>										
16	Remote User Interface Uptime	24/7 Uptime of the Service Provider's directly controlled, or directly contracted remote user interface(s) through which customers manage their charge session.	A high quality and available service on a continuous and on-going basis.	Monthly availability percentage.	N/A	N/A	> [99]% uptime in any 12-month rolling period.	Quarterly.	N/A	[Medium]	<p>Consider making an exception for planned maintenance, where this is communicated to The Authority in advance.</p> <p>Exceptions for user interfaces, that provide user access to the EVI which are outside of the reasonable control of the Service Provider, such as third party roaming interfaces.</p> <p>The scope should include monitoring and uptime of machine interfaces (APIs)</p>
17	Customer Notice Changes of Tariffs	Transparency of pricing to all customers.	Customer confidence that the displayed tariff reflects the actual charge when using the chargepoint, including, but not limited to, periods of off-peak or flexible pricing depending on time of day.	Compliance evidenced as per the Service Provider's Method Statement.	At least [24 hours] prior to the change of tariff.	N/A	[100%] of all changes to tariffs notified in advance to registered customers by at least the notification period.	Monthly.	N/A	[High]	<p>Service Provider to ensure that all notifications are handled appropriately in light of Data Protection legislation and best practice.</p> <p>Ensure the Service Provider's method for displaying pricing to customers is in accordance with legislation. Ensure that the contract includes a Method Statement which sets out the Service Provider's methodology for communicating changes.</p> <p>The notification shall cover PAYG charges including tariff rates which are varied at different times of the day. Exceptions can include discounts for specific users or rates charged by third parties such as roaming providers.</p> <p>Agreed method for notification required for Service Providers of innovative tariff and pricing mechanisms, for instance time-of-use or pricing methodologies that are reflective of wholesale energy market pricing.</p>
18	Customer and EV Driver Notification of Additions to, or Permanent / Long term Removals of Chargepoints from the Network	A customer focussed network.	Existing and potential customers can access information on chargepoint additions & removals.	Compliance evidenced as per Service Provider's Method Statement.	At least [24 hours] in advance of being implemented.	N/A	[100%] of additions to or removals of chargepoints from the network are notified in advance of being implemented by at least the notification period.	Monthly.	N/A	[High]	<p>Monthly reporting via an asset register to evidence when chargepoints came online or became unavailable with evidence to demonstrate when and how existing and potential customers were notified.</p>

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19	24/7 Customer Helpline Complaints Handling Availability	Provision of a 24/7 helpline for consumers requiring assistance.	Customers are guided through remedies, or account issues.	Compliance evidenced as per Service Provider's Method Statement.	Within [24 hours] of the Helpline becoming unavailable to customers.	Within [24 hours] of the Helpline becoming unavailable.	Cumulative helpline unavailability beyond the Rectification Period is < [48] hours in any 12-month rolling period.	Monthly.	N/A	[High]	<p>The scope of this requirement should apply only to equipment and services provided under the contract, as opposed to the Service Provider's whole business.</p> <p>LAs may wish to consider an alternative approach whereby tenderers propose Customer Helpline and Complaints handling procedures based on their established systems. If these are acceptable, it could be adopted as the required standard for KPI monitoring. The Service Provider's Method Statement should illustrate how it will report on helpline and complaints handling metrics specifically within the contract.</p>
20	24/7 Customer Helpline Complaints Handling Call Answering Times	The provision of a customer focussed service.	Calls to be answered by a human voice within [5 minutes].	Compliance evidenced as per Service Provider's Method Statement.	N/A	N/A	[95%] of calls answered by a human voice within [5 minutes] in any 12-month rolling period.	Monthly.	N/A	[Medium]	<p>The scope of this requirement should apply only to equipment and services provided under the contract, as opposed to the Service Provider's whole business.</p> <p>Response timing starts at the point that a user decides that they want to speak/communicate with a human.</p> <p>Consider equivalent service standards for other forms of direct customer support and engagement, such as live chat, chat bots etc.</p> <p>LAs may wish to consider an alternative approach whereby tenderers propose Customer Helpline and Complaints handling procedures based on their established systems. If these are acceptable, it could be adopted as the required standard for KPI monitoring.</p> <p>The Service Provider's Method Statement should illustrate how it will report on helpline and complaints handling metrics specifically within the contract.</p>

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21	Complaints Handling Customer Acknowledgement	The provision of a customer focused service.	All enquiries (phone, text or email) to recognised complaint handling routes auto acknowledged and logged within <b>[5 minutes]</b> .	Compliance evidenced as per Service Provider's Method Statement.	<b>[5 minutes]</b> .	N/A	<b>[95%]</b> of all enquiries (phone, voicemail, text or email) acknowledged and logged within <b>[5 minutes]</b> in any 12-month rolling period.	Monthly.	N/A	<b>[Medium]</b>	<p>The notification period is calculated as the time between when the customer enquiry is received by the Service Provider and the time that the acknowledgement is sent to, rather than received by, the customer.</p> <p>The scope of this requirement should apply only to equipment and services provided under the contract, as opposed to the Service Provider's whole business.</p> <p>LAs may wish to consider an alternative approach whereby tenderers propose Customer Helpline and Complaints handling procedures based on their established systems. If these are acceptable, they could be adopted as the required standard for KPI monitoring. The Service Provider's Method Statement should illustrate how it will report on helpline and complaints handling metrics specifically within the contract.</p>
22	Complaints Handling Customer Response	The provision of a customer focussed service.	All enquiries (phone, text or email) responded to within <b>[5 Working Days]</b> .	Compliance evidenced as per Service Provider's Method Statement.	<b>[5 Working Days]</b> .	N/A	<b>[95%]</b> of all enquiries (phone, voicemail, text or email) responded to within <b>[5 Working Days]</b> in any 12-month rolling period.	Monthly.	N/A	<b>[Medium]</b>	<p>The scope of this requirement should apply only to equipment and services provided under the contract, as opposed to the Service Provider's whole business.</p> <p>LAs may wish to consider an alternative approach whereby tenderers propose Customer Helpline and Complaints handling procedures based on their established systems. If these are acceptable, they could be adopted as the required standard for KPI monitoring.</p> <p>The Service Provider's Method Statement should illustrate how it will report on helpline and complaints handling metrics specifically within the contract.</p>

Index	KPI	Principle	Desired Outcome	Method of Measurement	Notification Period	Rectification Period	Service Standard	Reporting Frequency	Service Credit	KPI Points	Things to Consider
	<b>Local Authority Interface</b>										
23	Payments to the Authority - Concession Fee & Revenue Share Payments and Payment for Electricity Costs if being Sourced by the Authority	Payments are made to the Authority in accordance with the terms set out in the Contract.	Timely processing of payments due to the Authority within <b>[30 Working Days]</b> of the start of a new accounting period.	N/A	N/A	N/A	<b>[100%]</b> of non-disputed payments due to the Authority paid within <b>[30 Working Days]</b> of start new accounting period.	Once per accounting period, as set out in Heads of Terms.	N/A	<b>[Critical]</b>	This is only for payment due to the LA. Accounting period (i.e. monthly, quarterly, etc) is as set out in the Heads of Terms. Link to the relevant clauses in the Contract re payment and interest due on late payments.
24	Data Reporting (as per Reporting and Monitoring Requirements in the Contract)	Regular reports are submitted by the Service Provider to enable the Authority to effectively manage its obligations.	Regular reports in line with the report requirements set out in the contract.	<b>[Monthly]</b> reporting.	N/A	N/A	All required reports are submitted on time and include the information requirements set out in the contract.	<b>[Monthly]</b> .	£ <b>[X]</b> per late or incomplete Monthly Report.	<b>[Medium]</b>	Note the Specification and Legislation will require minimum standards with regards to open data. Consider fulfilment of the KPI by use of automated and real time on-line reporting access to data that includes required reports/views of items such as availability, and system uptime etc. in line with reporting requirements set out in the contract. Regular review meetings in place to review reports and progress.
25	Social Value - Delivery of Agreed Commitments - Project Specific	Encourage wider community benefits that can be secured from the installation works and operational services.	Training, upskilling of local supply chains, education and awareness of the EV sector and the opportunities it holds.	Project specific.	Project specific	Project specific	Project specific	Project specific	Project specific	Project specific	May relate to job creation, training & educational opportunities or other community benefits. These KPIs may be bid back items. Where government funding is being provided, check the policy position that has been adopted by the relevant administration in relation to social value & community benefits.