

Annex 5 - Key Performance Indicators

For the purpose of this Annex:

“Adviser”	has the meaning given to it in the Specification
“Business Hours”	means 9.00am to 8.00pm Monday to Friday and 9.00am to 12.30pm on Saturdays (in each case excluding any day which is a public or bank holiday in England and Wales) provided that “24 Business Hours” means the same time on the next such day such that 24 Business Hours from 3.00pm on Friday is 3.00pm on Monday and 24 Business Hours from 9.00am on Saturday is 9.00am on Monday
“KPI Default”	means, in relation to any part of your performance under this Contract measured by a KPI, any failure by you to achieve the level of performance for that KPI specified in the table below measured over any KPI Period
“KPI Period”	means, in respect of any KPI, a calendar month provided that the first KPI Period shall commence on the Service Commencement Date and end on the last day of the calendar month in which the Service Commencement Date falls

1. Defined terms used in this Annex shall have the meanings set out in the Standard Terms.
2. Each of the KPIs will apply from the Service Commencement Date. You shall provide Contract Work in accordance with the KPIs.
3. Notwithstanding any provision of this Contract and in particular this Annex and without prejudice to any rights we may have in relation to such failure, if at any time you anticipate, or you are, failing to meet any KPIs we are willing to consider, at your request, reducing your Maximum Cases in accordance with the Cases and Hourly Rates Annex.

KPI	Description	Consequence of failure
1. Front Door Calls answered (from Operator Service)	All calls referred to you from the Operator Service must be answered by an Adviser in person (and not by automated message) within 30 seconds.	<p>If less than 95% of all calls referred to you from the Operator Service during any KPI Period are answered by an Adviser in person (and not by automated message) then paragraph 5 below shall apply.</p> <p>If the average time you take to answer all calls referred to you from the Operator Service during any KPI Period is greater than 30 seconds then paragraph 5 below shall apply.</p>
2. Cases answered via Online Portal (from Operator Service)	You must post a substantive message to the relevant Client on the Online Portal in respect of each Case referred to you from the Operator Service via the Online Portal within 2 Business Hours of such referral.	If, in any KPI Period, the percentage of such Clients to whom you post a substantive message on the Online Portal within 2 Business Hours is less than 95% of all Cases referred to you from the Operator Service via the Online Portal during such KPI Period then paragraph 5 below shall apply.
3. Contact with Clients (message from Operator Service or message service)	Where you receive a message, either from the Operator Service or the message service, stating that a Client has requested that you call the Client, an Adviser must call such Client within 2 Business Hours of the time of the message.	If, in any KPI Period, the percentage of such Clients you so call within 2 Business Hours is less than 95% of all such e-mail requests received during such KPI Period then paragraph 5 below shall apply.
4. Back Door Calls answered (from Client)	All calls received from Clients or Exempted Persons via the Backdoor Telephone Number must be answered by either an Adviser or a member of your administrative staff in person (and not by automated message) within 30 seconds.	<p>If less than 95% of all such calls received during any KPI Period are answered by an Adviser or a member of your administrative staff in person (and not by automated message) then paragraph 5 below shall apply.</p> <p>If the average time you take to answer all such calls received during any KPI Period is greater than 30 seconds then paragraph 5 below shall apply.</p>

5. Back Door Calls (call back)	Each Client or Exempted Person who leaves a message on the Backdoor Telephone Number will be called by the relevant Adviser who is dealing with that Client's Case (or in the case of a message from an Exempted Person who is not a Client, by an appropriate Adviser) within 2 Business Hours from the time of the message.	If, in any KPI Period, the percentage of such Clients and Exempted Persons you call within 2 Business Hours is less than 95% of all such messages received during such KPI Period then paragraph 5 below shall apply.
6. Unaccessed Cases	In respect of each Case referred to you by the Operator Service, you must access such Case entered on the Case Handling System ("CHS") and add an outcome code within 24 Business Hours from the time of the referral.	If, in any KPI Period, you access and add an outcome code for less than 95% of the Cases referred to you in such KPI Period within such timescale then paragraph 5 below shall apply.
7. Cases resulting in a positive outcome code	Each KPI Period, not less than 50% of all your Cases which closed in that KPI Period must result in a Positive Outcome Code (as defined in the CLA Operations Manual).	If less than 50% of all of your Cases which closed in a KPI Period result in a Positive Outcome Code then paragraph 5 shall apply
8. Face to Face Advice appointments	<p>Each KPI Period, all Clients who are entitled to and require an appointment for Face to Face Advice will be provided with an appointment for a time which is no later than:</p> <ul style="list-style-type: none"> • 2 Business Days of request where there is an urgent need for such appointment; or • 5 Business Day of request where there is no such urgent need. 	If, in any KPI Period, you have failed to provide such Clients with such an appointment in accordance with such timescales in respect of 95% of the requests for such an appointment received during such KPI Period then paragraph 5 below shall apply.

4. In respect of KPIs 3, 5 and 8 you are required to self-report to your Contract Manager by 5pm on the 10th of each month setting out your performance against the KPI in the previous KPI Period.
5. We may require you to produce, within 10 Business Days of our written request, a detailed action plan which sets out the clear steps you will take, (including the time period in which you will take those steps) to remedy any KPI Default and/or to ensure that such KPI Default is not repeated. If we accept your proposed

plan, you will comply with the terms of such action plan and any time periods specified within it.

6. If in any KPI Period following implementation of the action plan you commit a KPI Default in relation to a KPI which was the subject of that action plan, this is a breach of this Contract which entitles us to apply a Sanction.
7. Without prejudice to any of our other rights under this Contract in the event that you commit a KPI Default:
 - 7.1 in any KPI Period then you shall notify us of each such KPI Default;
 - 7.2 in respect of the same KPI in any 3 KPI Periods in any 9 consecutive KPI Periods, then this is a breach of this Contract and we may serve you with a written notice specifying such breach and we may assert any of our rights under Clause 24.1(a) of the Standard Terms.