



NPS South West Ltd
(acting on behalf of
Devon County Council)

Service Level Agreement (SLA)

for

Schools Subscribing to VA Promise Mk3

2006 - 2009

Date: 11/11/07
Version: 2

Website: http://www.devon.gov.uk/devon_property.htm
Email: npssouthwest-mailbox@devon.gov.uk



Contents

1	SCOPE OF VA PROMISE	3
1.1	Servicing of Plant and Equipment	3
2	MAINTENANCE AND REPAIR OF FIXED MECHANICAL AND ELECTRICAL PLANT AND EQUIPMENT	3
3	ANNUAL PREMISES INSPECTION	5
4.1	Services Provided	6
4.2	Duration of Agreements	6
4.3	Application for Membership	6
4.4	Charges	7
4.5	Professional Services	8
4.6	Definition of Terms	10
4.7	Limit of Liabilities	10
4.8	Audit	10
4.9	The Use of Financial Systems	11
4.10	Consequential Damage	11
4.11	Termination	11
4.12	Withdrawal of the Scheme	11
4.13	Customer Care Procedure	11
	CONTACTS FOR HELP AND ADVICE	12

1 Scope of VA Promise

1.1 Servicing of Plant and Equipment

NPS South West Ltd shall organise by contracting to various Contractors the routine inspections, testing and servicing of the following mechanical and electrical plant and equipment:

Mechanical Plant and Equipment;

- Gas and oiled fired heating and/or hot water boiler plant including: all associated distribution pipe work, pumps, valves and ancillary equipment contained within the plant room, plus feed and expansion tanks and/or pressurisation systems and fuel storage tanks;
- All extract ventilation plant fitted to kitchens; and
- Annual servicing of swimming pools, filtration, chlorination, heating and circulation plant. Inclusive of re-commissioning and de-commissioning

Fixed Electrical Plant and Equipment;

- Fire Alarm Testing (quarterly);
- Emergency Lighting Testing (quarterly);
- Electrical Installation, test and inspection (fixed wiring) (5 yearly);
- Annual Electrical Installation Testing to Swimming Pool (fixed wiring) (annually); and
- Lifts (including stair lifts) (quarterly) including statutory tests as applicable.

2 Maintenance and Repair of Fixed Mechanical and Electrical Plant and Equipment

2.1 NPS South West Ltd shall manage a pooled maintenance budget that will finance essential breakdown repairs (costing no more than £2,000 per single item) to all the mechanical and electrical plant, fixed equipment and systems.

2.2 NPS South West Ltd shall monitor expenditure against this budget and notify the Diocesan Surveyor if the budget is likely to be exceeded. With the agreement of the Diocesan Surveyor any overspend of the budget will be charged to the schools, apportioned in accordance with the subscription formula,

similarly any surplus will be returned to the schools on the same basis.

2.3 Each school shall report to NPS South West Ltd any breakdown to the above plant and equipment, unless it refers to lifts or heating plant. Breakdowns to lifts or heating plant should be reported direct to the Contractors detailed below.

During Working Hours:

Your Local Mechanical and Electrical Surveyors are:

Exeter	Tim Hampson (Mechanical) tim.hampson@devon.gov.uk	(01392) 381866
Exeter	Rebecca Dawkins (Mechanical) rebecca.dawkins@devon.gov.uk	(01392) 381866
Exeter	Dave Goodes (Electrical) david.goodes@devon.gov.uk	(01392) 382145
Ivybridge (South West)	Adrian Perkins (Mechanical and Electrical) adrian.perkins@devon.gov.uk	(01752) 891040
Barnstaple (North)	Alan Beer (Mechanical) alan.beer@devon.gov.uk	(01271) 388531
Barnstaple (North)	David Rumbold (Electrical) david.rumbold@devon.gov.uk	(01271) 388528

Out of Office Hours:

Boilers and Heating

Planned Maintenance Engineering Ltd	All areas	(01626) 362166
-------------------------------------	-----------	----------------

Fire Alarms

Cannings	East area	(07843) 596573
M+E Alarms	North area	(01271) 858550
KK Controls	South area	(01752) 224922

Lifts

Precision Lifts	All areas	(01708) 250800 extn 24
-----------------	-----------	------------------------

2.4 NPS South West Ltd shall report any repair to the above plant that is likely to cost more than £2,000 to the Headteacher and to the Diocesan Surveyor for Church of England VA Schools.

2.5 For projects exceeding £2,000 the school must contact the Church of England Diocesan Officer **before any works are instructed**, if Department for Education and Skills (DfES) grant funding is required.

2.6 NPS South West Ltd shall automatically undertake serious repairs exceeding £2,000 and charge all costs (including the fees) if a fault is discovered likely to cause serious damage or a health and safety risk and a school representative cannot be contacted. The Local Education Authority (LEA) (and the Diocese for VA schools) shall be notified immediately.

3 Annual Premises Inspection

3.1 NPS South West Ltd shall undertake an annual inspection of the following elements of the school buildings and grounds, and submit a written report to the school and copy to the Diocesan Surveyor;

- Fixed Mechanical and Electrical installations
- Identified asbestos containing components

3.2 The report shall confirm any defects that exist or are likely to become an operational issue or a potential health and safety risk within the next 12 months.

3.3 The report shall identify real or potential risks but it will not incorporate a risk assessment. The school must risk assess the consequence and the seriousness of the risks identified.

3.4 A representative of the school shall accompany the Surveyor during the inspection.

3.5 The external inspection will generally take the form of a visual inspection, undertaken from ground floor level. If it is felt that a greater level of access is required to undertake the inspection, the Surveyor will seek further instructions from the school for the supply of scaffolding, ladders and the extra cost of which would need to be borne by the school.

3.6 The date of the inspections will be agreed with the school at least one month in advance. A copy of the survey report will be submitted to the school and copied to the Diocesan Surveyor.

4 Terms & Conditions of VA Promise

4.1 Services Provided

- i. The Property Maintenance Indemnity Scheme for VA schools (VA Promise Mk 3) to be provided is described herein.
- ii. The County Council shall observe all laws and bylaws including Health and Safety legislation in its performance.
- iii. The County Council shall at all times maintain public liability insurance against claims arising from alleged negligence on the part of its servants or agents.

4.2 Duration of Agreements

- i. VA Promise Mk 3 is provided initially for a three year period commencing on 1 April 2006 until 31 March 2009. During this period there is no opportunity to withdraw from this scheme. With the agreement of member schools the scheme may be extended beyond March 2009.
- ii. The County Council reserves the right not to consider an application for VA Promise MK3 after the closing date of 31 March 2006.

4.3 Application for Membership

- i. All schools entering VA Promise Mk3 for the first time or after a break period will have to demonstrate that they have wisely spent their devolved maintenance monies and have maintained their property to an adequate standard. Acceptance into VA Promise Mk3 will be based on an audit of the maintenance and electrical installation in order to protect the investment of the existing members.
- ii. The mechanical and electrical installation assessment will consist of an audit of the school premises and will include:

- a. The previous level of investment in repairs and maintenance – schools will be asked to provide the documentary evidence that they have spent reasonable funds on repairs and maintenance;
 - b. The current condition of the mechanical and electrical installation; and
 - c. The future repairs and maintenance liabilities.
- iii. Where a deficiency under these headings is identified, an additional charge will be levied. This is an addition to the annual subscription and will protect the investment of existing members.
 - iv. An administration fee may be charged to cover the cost of the mechanical and electrical installation assessment.
 - v. Existing member schools satisfy the criteria for membership by virtue of the fact that all available funds for repair and maintenance have been invested in this upkeep.
 - vi. All of the above application procedures will apply to schools wishing to join VA Promise Mk3 after the 1 April 2006.

4.4 Charges

- i. The school shall pay the County Council an annual premium equivalent to £17.60 per pupil.
- ii. The annual premium becomes due on 1 April each year. VA Promise Mk3 operates on an indemnity basis and cover commences on 1 April 2006 (providing schools have signed the agreement).
- iii. The annual premium will be uplifted by 4% on the 1 April for 2007/08 and 2008/09. This 4% uplift is based on pupil numbers for each school. Although pupil numbers may vary each year, pupil numbers will be taken from the date each school joins the scheme.

- iv. The following charging arrangements will apply for schools subscribing to VA Promise Mk3;
 - a. For a 'Local Payment School' a subscription invoice will be submitted at the beginning of the Autumn term
 - b. For a 'Non-Local Payment School' the subscription will be charged via the Internal Billing System during the Summer Term
 - c. The County Council will ensure that schools have been notified of their premium contribution prior to each financial year

4.5 Professional Services

- i. The following professional services relating to the expenditure of funds generated by the pupil charge will be at a rate of 20% of the value of the work commissioned:
 - ✓ Preparation, as necessary, of mechanical and electrical specifications and drawings and Construction Design and Management plans (CDM).
 - ✓ Obtaining and evaluating mechanical and electrical tenders as necessary.
 - ✓ Provision of vetted contractors to comply with CDM.
 - ✓ Letting mechanical and electrical contracts for VA Promise Mk3 funded repair and maintenance work including service contracts.
 - ✓ Payment of mechanical and electrical invoices including liaising with contractors and ensuring payments are made in line with HM Revenue and Customs statutory obligations.
 - ✓ Telephone advice on mechanical and electrical property matters relating to the service offered.

- ✓ Emergency service for mechanical and electrical (24 hours a day 7 days a week).
 - ✓ Issuing a financial statement every term on individual school's VA Promise Mk3 account.
- ii. In addition to the 20% fee (the cost of which is deducted from the overall budget generated by the pupil charges) for undertaking the maintenance services described above, the following work will be undertaken on a **time charge basis** and will be top sliced from the overall budget. This time charge cost will be agreed with the Diocesan Surveyor on the 1 April each year the scheme runs.
- ✓ Undertake as necessary an annual visual inspection at each subscribing school of all fixed electrical and mechanical equipment and services and in order to update and add new recurrent and strategic maintenance items in accordance with the Priority Rating System, and to prepare budget estimates. Such annual visual inspections will be undertaken from ground or floor level and will relate to all mechanical and electrical installations within or external to buildings inside the curtilage of the school.
 - ✓ Undertake as necessary an annual visual inspection at each subscribing school of all identified asbestos components. The visual inspections will not include in depth testing of elements or installations or the use of specialist access equipment.
 - ✓ Prepare an update of the Asbestos Register
 - ✓ Provide to each subscriber a prioritised and costed list of mechanical and electrical maintenance works covering recurrent and strategic maintenance items, all prepared in accordance with the Priority Rating System. A copy will be forwarded to the Diocesan Surveyor.
 - ✓ Prepare in conjunction with the school the mechanical and electrical Annual Repairs and Maintenance Programme for strategic and recurrent works.
- iii. Finance support and Programme Preparation work costs will be assessed and deducted from the overall budget generated by the pupil charge. This cost will be

agreed with the Diocesan Surveyor on the 1 April each year the scheme runs.

iv. Where the school does not require grant funding for projects exceeding £2,000 and intends to fund the works themselves, NPS South West Ltd can be instructed to carry out the works and will obtain competitive quotes/ tenders where necessary. A fee of 13% will be charged if commissioned directly by the school or by the Diocesan Surveyor (unless the level of fee is mutually agreed to vary). The school **must** provide an expenditure code and agree to pay the NPS South West Ltd fee.

4.6 Definition of Terms

i. Repairs and maintenance

a. VA Promise Mk3 covers servicing, repairs and maintenance work only:

“Repair and maintenance is defined as work undertaken to keep, or restore the relevant element to an agreed standard determined by the balance between the need or desire and available resources.”

ii. Asbestos

VA Promise Mk3 will cover the remedial work to asbestos arising from the need to carry out VA Promise Mk3 funded repairs and maintenance, and maintenance of existing asbestos containing material in a safe condition (providing they cost no more than £2,000).

4.7 Limit of Liabilities

Liability will be limited to the size of the VA Promise MK3 fund. Eligibility for VA Promise Mk3 expenditure will be limited to those items defined within the scheme.

4.8 Audit

The VA Promise Mk3 fund is owned by its member schools and is accounted for separately from the County Council's funds. The VA Promise Mk3 funds will be subject to normal audit procedures and Devon County Council's Business Code of Conduct including Financial Regulations and Standing Orders.

4.9 The Use of Financial Systems

Financial systems of Devon County Council will be used to order, monitor and pay for expenditure covered by VA Promise Mk3.

4.10 Consequential Damage

- i. The VA Promise Mk3 fund will undertake to make good any damage to school property resulting from a clearly attributable act or omission in the exercise of VA Promise Mk3 maintenance responsibilities. The VA Promise Fund Manager may employ a loss adjuster to agree the consequential damage.
- ii. The school will undertake to make good any damage to VA Promise Mk3 resulting from a clearly attributable act or omission on the part of the school.

4.11 Termination

- i. Due to the unpredictability of repair and maintenance and the need to sustain a viable level of subscription, there is no automatic right of withdrawal from VA Promise Mk3 during the period of the contract. Withdrawal will be subject to agreement by the County Council in consultation with the Diocesan Surveyor.
- ii. We will notify you if we need to modify the scheme or the terms under which it is delivered. If you are not happy with the revised scheme or terms, you may withdraw from the agreement by giving one months notice in writing.

4.12 Withdrawal of the Scheme

- i. The County Council reserves the right to withdraw VA Promise Mk3 if there are not a sufficient number of schools subscribing to the scheme.
- ii. In order to protect the investment of member schools, the Fund Manager reserves the right (in consultation with Diocesan Surveyor) to withdraw the scheme from a school where it is shown that a deliberate attempt has been made to contravene the rules or spirit of VA Promise Mk3.

4.13 Customer Care Procedure

- i. The County Council shall exercise all reasonable skill, care and diligence in its performance.

- ii. If a school is dissatisfied for any reason with the provision of a particular service under VA Promise Mk3, the Fund Manager from NPS South West Ltd should be notified in writing within 10 working days stating the cause of dissatisfaction.
- iii. The service shall, in accordance with NPS South West Ltd Complaints Procedure, respond to the complaint either within five working days of the receipt or as indicated in the acknowledgement.

Contacts for Help and Advice

If you wish to discuss any aspect of the VA Promise Scheme, please contact:-

VA Promise Mk3 Prospectus and Policy

Lisa Barker	lisa.barker@devon.gov.uk	(01392) 382618
Nichola Welsh	nichola.welsh@devon.gov.uk	(01392) 382223

Service Delivery

Director of Maintenance and Minor Works

Chris Jay	chris.jay@devon.gov.uk	(01392) 382192
-----------	--	----------------