

NPS South West Ltd

**(Acting on behalf of Governing Bodies of VA
Church of England Schools
in the Diocese of Exeter and
Devon County Council)**

Service Level Agreement (SLA)

for

**Schools Subscribing to
VA Promise Mk6**

2015 - 2018

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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:

A - Mechanical Plant and Equipment:

- Gas, biomass and oil fired heating and/or hot water boiler plant, heat pump systems;
- All associated distribution pipe work, pumps, valves, and heat emitters (excluding radiators), safety valves and ancillary equipment contained within the plant room, plus feed and expansion tanks and/or pressurisation systems (pressure vessels) and fuel storage tanks;
- Direct fired water heaters
- Heating plant controls;
- Fan convector heaters;
- Night storage heaters;
- Direct gas fired heaters;
- All extract ventilation plant fitted to commercial kitchens (annually);
- Annual servicing of swimming pools, filtration, chlorination, controls, heating and circulation plant. Inclusive of re-commissioning and de-commissioning and;
- Annual testing of mains gas and LP Gas installations.

B - Fixed Electrical Plant and Equipment:

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

Copies of the Servicing Contractors' service reports will be uploaded onto Connect 2 and/or provided to the school and also to NPS. As part of the service, NPS will, as necessary, review each report and provide the school with a written summary of actions and priorities along with notifying the Diocese that the report is available on Connect2.

. Subscribing schools will have access to Connect2 to view relevant information regarding their school including all servicing reports and associated information.

NPS South West Ltd will manage the performance of any Contractors appointed under the Agreement to ensure that appropriate standards of works and time scales are met.

Exclusions:

There are a number of specific exclusions from the Agreement and these are identified below. The list is not exhaustive and schools may have other mechanical and electrical installations which are not specifically identified below however for the avoidance of doubt only those installations identified in A and B above are included within the Agreement.

The following items **are not** covered by the Agreement;

- The inspection, testing and repairs to catering equipment;
- Air conditioning systems where only used for cooling;
- Photovoltaic Panels or controls;
- Solar Panels or controls;
- Mobile or fixed hoists;
- Lightening Protection Systems or Surge Protection;
- Radon Protection Systems;
- Sprinkler Systems, pumps, controls and tanks;
- Uninterrupted power supplies or generators;
- Legionella inspections, reports and resultant works

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 individual essential breakdown repairs (costing no more than £2,000) to mechanical and electrical plant, fixed equipment and systems defined in Section 1 of the Agreement.
- 2.2 NPS South West Ltd shall actively manage and monitor expenditure against this budget and regularly report to the Diocesan Surveyor and School Organisation and Capital Admissions Forum (SOCA).
- 2.3 In agreement of the Diocesan Surveyor, any overspend of the budget will be proportionally charged to the schools or any surplus will be returned to the schools on the same basis. Any underspend may be carried forward as a reserve into the following financial year with the agreement of the Diocesan Surveyor.

- 2.4 Each school shall report to NPS South West Ltd any breakdown to the above plant covered by this Agreement and as defined and listed in 1.1 A and B above.

During Working Hours:

Your Local Mechanical and Electrical Surveyors are:

East and North	David Grace (Mechanical) David.grace@nps.co.uk	(01392) 351009
East and North	Dave Goodes (Electrical) david.goodes@nps.co.uk	(01392) 351008
East and North	Carl Bater (Electrical) carl.bater@nps.co.uk	(01392) 351187
South	Adrian Perkins (Mechanical) adrian.perkins@nps.co.uk	(01392) 351232
South	Robert Lyall (Electrical) robert.lyall@nps.co.uk	(01392) 351237

NPS South West Limited operates a 24/7/365 out of hour's emergency service to support this Agreement.

NPS South West Limited - Out of Office Hours: 07826 858727

- 2.5 For individual repairs likely to exceed £2,000 NPS South West Ltd will contact the Diocesan Surveyor for authority to proceed **before any works are instructed**, and he will ascertain if works are to be capital grant funded through the VA procedures.
- 2.6 In cases of emergency works likely to cause serious damage or a health and safety risk, NPS South West Ltd will automatically arrange works to be undertaken with these works being met by either the VA Promise Mk 6 budget or capital grant funded as 2.5 following liaison with the Diocesan Surveyor.

3 Premises Inspection Programme

- 3.1 The 5 yearly quinquennial survey programme which reports on the condition and priority of the building, fabric and building services will be undertaken by NPS on behalf of DCC but will not form part of the Promise Mk 6 Agreement.
- 3.2 The Servicing Contractor will undertake to visit each school to locate, catalogue and bar code (where appropriate) each item of building services plant and equipment managed by this Agreement. The mechanical and electrical asset information will be recorded on Connect2 and will assist NPS, the school and the Diocesan Surveyor in the on-going management, information and reporting of servicing contracts.
- 3.3 NPS South West Ltd shall undertake an annual inspection of the identified asbestos containing materials identified within the schools asbestos register held on Connect2 (refer to Section 4 below).

4 Annual Asbestos Inspections

- 4.1 In relation to annual asbestos inspection NPS will:
 - i. Contact the school and make arrangements to undertake the inspection in advance.
 - ii. Undertake an annual inspection of all identified and presumed asbestos components identified within the Schools asbestos register held on Connect2. Where access is possible, carry out a condition assessment of the condition of the Asbestos Containing Material (ACM). The visual inspections will not include in depth testing of elements or installations or the use of Specialist access equipment. Please note that unless additional information has previously been forwarded to the NPS Asset Management Team the inspections of ACM's identified within the Asbestos Register will not have included or identified any additional items or areas.
 - iii. Leave a record of the visit at the school and confirm any high risk situations to the school immediately.
 - iv. Update the DCC asbestos register and ensure school is sent a copy and that asbestos records within Connect2 are updated within 3 weeks of the visit. The updated asbestos register will be provided to the main contact for the school as listed within Connect2 and the Diocesan Surveyor.
- 4.2 The inspection will generally take the form of a visual inspection, undertaken from 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.

4.3 Limitations of Annual Asbestos Inspections:

- i. Devon County Council (DCC) will have provided you with information regarding asbestos containing materials (ACM's) in the form of a DCC Asbestos Register and other related information. Any information that has been provided by NPS is based upon asbestos surveys and inspections commissioned on behalf of DCC and as such has not been approved or verified by NPS with regard to its accuracy or completeness for the premises to which they relate. As the Duty Holder schools should verify that the asbestos related information is both suitable and sufficient.
- ii. NPS are not responsible for the content of any information that is stored on Connect2 and printed in the register (unless that information consists of an inspection or survey produced or carried out by NPS) nor are NPS responsible for ensuring that such information is complete and kept up to date, the responsibility to do this rests with the school.
- iii. Under no circumstances will NPS be responsible for the contents of, nor the operation of the Asbestos Management Plan for any school or associated site.
- iv. Where NPS have been commissioned to provide condition inspections of known asbestos containing materials as identified within the "Asbestos register" please note that the inspection simply involves visiting and inspecting those previously identified items. No further validation of the Asbestos register is offered or liability accepted. Under no circumstances will NPS be liable if the school fails to act on any recommendations or advice which they provide following those inspections.

5 Terms & Conditions of VA Promise

5.1 Services Provided

- i. The Property Maintenance Indemnity Scheme for VA schools (VA Promise Mk 6) to be provided is described herein.
- ii. NPS South West Ltd shall observe all laws and bylaws including Health and Safety legislation in its performance.
- iii. NPS South West Ltd shall at all times maintain public liability insurance against claims arising from alleged negligence on the part of its servants or agents.

5.2 Duration of Agreements

- i. VA Promise Mk6 is provided initially for a three year period commencing on 1 April 2015 until 31 March 2018 with the agreement of member schools the scheme may be extended beyond March 2018.
- ii. The County Council reserves the right not to consider an application for VA Promise Mk6 after the closing date of 31 March 2015.

5.3 Application for Membership

- i. All new schools entering VA Promise Mk6 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 Mk6 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.

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.

- iii. An administration fee may be charged to cover the cost of the mechanical and electrical installation assessment.
- iv. 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.
- v. All of the above application procedures will apply to schools wishing to join VA Promise Mk6 after the 1 April 2015.
- vi. All member schools that convert to Academy status during the life of the Agreement may continue to be part of the scheme until the following 31st March of that financial year after conversion, should they wish. The academy will cease to be members of the Agreement from the 1st April thereafter the date of conversion. Should the academy

wish to remove themselves from the scheme upon conversion and ahead of the end of the financial year, then they will not receive any reimbursement of that year's premium.

5.4 Charges

- i. The school shall pay the County Council an annual premium equivalent to £20.00 per pupil per annum based on the number of FTE's on roll as of 1st January 2015.
- ii. The annual premium becomes due on 1 April each year. VA Promise Mk6 operates on an indemnity basis and cover commences on 1 April 2015 (providing schools have signed the agreement).
- iii. The annual premium will be uplifted by 4% on the 1 April for 2016/17 and 2017/18 subject to review by the managers of the Scheme. 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 base date of 1st January 2015.
- iv. In exceptional circumstances, for example legislative or regulatory change, the County Council (in consultation with Diocesan Surveyor) reserve the right to increase the annual premium above the annual uplift of 4% should the funding in the scheme be judged to be insufficient to support the delivery of the services included as part of the scheme over its full term.
- v. The following charging arrangements will apply for schools subscribing to VA Promise Mk6;
 - 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.

5.5 Schools who convert to Academies during the Agreement

- i. Schools that become academies during the period of the Agreement will cease to be members of the Agreement on the date that they convert.
- ii. The school will be rebated their Core Annual Premium (CAP) on the basis of the remaining full months of the year and after any reasonable

adjustments due to servicing costs and NPS inspection/services that have already been undertaken.

- iii. Schools that become academies will be offered to join any alternative scheme offered by NPS that has been established for academy schools.

5.6 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 final value of the work commissioned:
 - ✓ Preparation, as necessary, of mechanical and electrical specifications and drawings and (Construction Design and Management Regulations) 2007.
 - ✓ Obtaining and evaluating mechanical and electrical tenders/quotations as necessary.
 - ✓ Provision of vetted contractors taken from Devon County Council's Devon Standing List of Approved Contractors or Devon Maintenance Panel Agreement , where appropriate work categories exist.
 - ✓ Letting mechanical and electrical contracts for VA Promise Mk6 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 to the Diocesan Surveyor a financial statement every term on individual school's VA Promise Mk6 account.
- ii. The following work will also be undertaken as part of the Agreement. The cost of undertaking the survey work referred to in 3.2 and 3.3 will be costed on a time charged basis according to the grade of staff used to undertake the task.

A budget for this work will be agreed with the Diocesan Surveyor on 1 April each year and regularly reviewed and monitored.

- ✓ Undertake as necessary an annual visual inspection at each subscribing school of all identified and presumed asbestos components identified within the DCC asbestos register. The visual inspections will not include in depth testing of elements or installations or the use of specialist access equipment.
 - ✓ Incorporation of the information collected by the annual asbestos inspection into the DCC asbestos register held on Connect2 (note: this element is funded by DCC).
 - ✓ Day to day telephone advice relating to property matters where the works involved do not result in an order being raised by NPS under the terms of the Agreement.
 - ✓ NPS management costs in terms of Contract Management meetings and information “dashboard” reports as required by the Diocesan Surveyor.
- 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. For projects exceeding £2,000 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). Instructions for this type of work will be issued by the Governing Body of the school after the approval from the Diocesan Surveyor.

5.7 Definition of Terms

i. Repairs and maintenance

VA Promise Mk6 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.”

5.8 Limit of Liabilities

Financial liability for the Arrangement will be limited to the size of the VA Promise Mk6 fund. Eligibility for VA Promise Mk6 expenditure will be limited to those items defined within the scheme.

5.9 Audit

The VA Promise Mk6 fund is owned by its member schools and is accounted for separately from the County Council's funds. The VA Promise Mk6 funds will be subject to normal audit procedures and Devon County Council's Code of Business Conduct including Financial Regulations and Standing Orders.

5.10 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 Mk6.

5.11 Consequential Damage

- i. Consequential damage is generally not covered by the Agreement and where it is this will be subject to agreement of the Diocesan Surveyor. The VA Promise Mk6 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 Mk6 maintenance responsibilities. If instructed, the school's insurer may employ a loss adjuster to agree the consequential damage.
- ii. The school will be liable for undertaking repairs and/or making good to damage where it can be shown that they have not acted diligently in undertaking maintenance for which they have direct responsibility. For example, not insulating pipe work that subsequently freezes, thaws and floods part of a building.

5.12 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 Mk6 during the period of the contract. Withdrawal will be subject to agreement by the Diocesan Office, giving one month's notice in writing.
- ii. The Diocesan Surveyor will notify the schools if there is a need to modify the scheme or the terms under which it is delivered.

5.13 Withdrawal of the Scheme

- i. The County Council reserves the right to withdraw VA Promise Mk6 if there are not a sufficient number of schools subscribing to the scheme.

- ii. In order to protect the investment of member schools, the County Council 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 Mk6.

5.14 Customer Care Procedure

- i. NPS South West Ltd 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 Mk6, NPS South West Ltd should be notified in writing within 10 working days stating the cause of dissatisfaction. Contact chris.jay@nps.co.uk, and copied to Diocesan Surveyor richard.power@exeter.anglican.org
- iii. NPS South West Ltd will, in accordance with their 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 Mk6 Prospectus and Policy

Rob Gilbert

rob.gilbert@nps.co.uk

(01392) 351043

Service Delivery

Assistant Director of Maintenance and Minor Works

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(01392) 351226