



Devon Academies Maintenance Agreement 2015-2020

For Academy Schools

Version March 2015

Devon Academy Maintenance Agreement 2015-2020

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1. Introduction

1.1. The Devon Academy Maintenance Agreement 2015 - 2020 (the Agreement) has been established by NPS South West Ltd (NPS) to assist Academies in discharging their statutory and regulatory duties and to promote good practice in respect of the management of their premises. The intent of the Agreement is that Academies can enjoy 'peace of mind' knowing that:

- ✓ Servicing and testing of the plant and equipment covered under the contracts offered as part of the scheme is undertaken by appropriately qualified and vetted contractors to an agreed specification.
- ✓ Regular condition inspections of the building are being undertaken.
- ✓ Relevant compliance information is stored on a fully accessible web based Asset Management database.
- ✓ Access to NPS property professionals is available to provide support and assistance with building related matters.

2. Key Benefits

2.1. The key benefits of the Agreement are as follows:

- ✓ Economies of scale from services procured for a large number of sites across Devon.
- ✓ Inspection, testing and servicing undertaken to a predefined specification in compliance with regulatory requirements and good practice.
- ✓ Academies safe in the knowledge that key compliance obligations are being discharged through the scheme.
- ✓ Only paying for the services received for your Academy.
- ✓ Scheme and contracts effectively managed by experienced and professional staff to ensure that a high quality service is maintained.
- ✓ Access to C2 database to store and retrieve compliance information.
- ✓ Named property lead from NPS.
- ✓ Assistance with formulating and submitting EFA property related funding bids.
- ✓ Established relationship with NPS who can assist and advise over a wide range of property and building related matters.

3. Basis of the Agreement

- 3.1. The Agreement has been established and offered by NPS to Academies within Devon County Council's Local Education Authority area. The Agreement operates on the basis of Academies paying an amount per pupil per annum to NPS for the management of the scheme and professional services undertaken by NPS along with Academies raising orders and paying the incumbent Servicing Contractors directly for the services undertaken. The Academy will be the Employer under the contacts with the Servicing Contractors and as such contracts directly with the individual Servicing Contractors. There is no pooling of funds within the scheme therefore individual Academies will only pay for the inspection/testing/servicing activities that they require.

4. Scope of the Agreement

- 4.1. The Agreement provides for the servicing, inspection and testing of key types of fixed plant and equipment commonly installed in schools along with a range of professional property services and inspections as detailed below.
- 4.2. The following servicing, inspection and testing is available under the agreement:
1. Inspection and testing of fixed electrical installations. (not including Portable Appliance Testing).
 2. Inspection, testing and servicing of fire alarm and emergency lighting systems (not including weekly/monthly functional checks).
 3. Inspection, testing and servicing of kitchen extract fans and canopies.
 4. Inspection, testing and servicing of lifts (not including 'Thorough Examinations' and personnel lifting hoists).
 5. Inspection, testing and servicing to heating plant and associated equipment.
 6. The 6 and 12 monthly checks of the Legionella Risk Assessments.
 7. Inspection and testing of LPG and natural gas distribution systems beyond the meters.
 8. Inspection, testing and servicing of Lightning protection

systems.

9. Inspection, testing and servicing of Automatic doors.
10. Inspection, testing and servicing Thermostatic Mixing Valves.

The costs of the above servicing contracts are to be met by the Academy as set out in 3.1 above.

4.3. The Agreement provides for the following services by NPS:

1. Overall management of the scheme, contractors and record updates.
2. Inspection and updating the report of known asbestos containing materials within the premises as identified on the Academies Asbestos Register.
3. Inspection and updating the Asset Management Plan Condition Data around 30 months after the last quinquennial (5 yearly) survey or professional update of condition data.
4. Supporting feasibility studies to help Academies develop new schemes such as extensions, adaptations and remodelling.
5. Telephone advice for property related matters
6. Access to NPS emergency out-of-hours service.
7. Advice in preparing and delivering annual programmes of work.
8. Display Energy Certificates where required under the current regulations.
9. C2 web based asset management database training (access is provided to all scheme members).
10. Annual premises visit and attendance at Governors property meeting, if requested.
11. Assistance with formulating and submitting EFA property related funding bids eg CIF Bids.

5. Duration of the Agreement

- 5.1. The Agreement will commence on 1 April 2015 for a period of 5 years.

6. Criteria to Opt Out of the Agreement

- 6.1. Academies wishing to opt out of the agreement may only do so at the end of each year of the Agreement (April to March inclusive).

Academies who wish to opt out of the Agreement must give 28 days written notice by letter or email to NPS confirming their opt out from the Agreement.

7. Charges

- 7.1. The scheme management and services provided by NPS as set out in 4.3 above will be charged at premium of £4/pupil per annum (the Per Pupil Premium) for the 2015/16 financial, based on the FTE pupil number on roll as of January 2015. For the avoidance of doubt the Per Pupil Premium for the NPS provided services **does not** include the contractors' costs to inspect/test/service any of the installations covered under the Agreement detailed in 4.2 above .
- 7.2. For the purposes of the Agreement the FTE pupil number on roll includes any children at the Academy who are based at a "Governor run" nursery and/or pre-school. The data used for the purposes of charging will be the schools census data as published by Devon County Council (DCC).
- 7.3. No discounts to the Per Pupil Premium set out in 7.1 above will be applied where Academies do not require or wish to receive all of the NPS services offered under the Agreement or where the Academy does not have all the plant and equipment stated in 4.2 or where Academies have their own existing contract arrangements in place for the servicing of some or all of the plant and equipment.
- 7.4. The single annual premium for NPS delivered services becomes due on 1st April each year and will be invoiced to the Academy shortly after. All Per Pupil Premiums are payable in advance.
- 7.5. NPS will review the Per Pupil Premium in the January of each year of the Agreement and where necessary may increase the Per Pupil Premium. In the event that NPS wishes to increase the Per Pupil Premium NPS will notify all scheme members of the increase and allowing them the option to withdraw from the scheme prior to 1st April onwards of that year.
- 7.6. The costs for undertaking the testing, servicing and/or inspection activities set out in 4.2 above will be based on the rates and

prices bid by the incumbent DCC Servicing Contractors and charged net. The rates and prices under the 2015-16 contracts are very competitive and will be used for the first year of the Agreement. New contract arrangements will be put in place from 1st April 2016 and will cover the remaining four years of the Agreement. Please refer to 3.1 for the requirements regarding raising orders and paying the incumbent Servicing Contractors directly for the services undertaken.

8. Servicing, Inspection and Testing of Plant and Equipment

- 8.1. The servicing, inspection and testing of fixed plant and equipment will be undertaken under this Agreement by the contractors appointed by DCC to undertake their service term contracts established for those items within the 4.2 items 1 to 10 inclusive. All servicing will be undertaken in accordance with DCC contract specifications at the prevailing contract rates, copies of the contract specifications are available upon request. All servicing records and completion certificates will typically be provided in an electronic format uploaded directly into the C2 web based asset management database.
- 8.2. Academies will be required at the commencement of each year of the Agreement (1st April onwards) to raise works orders direct with the appointed contractors for the servicing of those items of plant and equipment covered under the Agreement within their buildings. The Academy is responsible for ordering and settling all contractors accounts engaged under this Agreement. The Academy contracts direct with the appointed Servicing Contractors and therefore is deemed to be the Employer in all cases.
- 8.3. To assist Academies in the placing of orders NPS will provide a schedule identifying the items of plant and equipment along with the appropriate contract rate within each of the services provided under 4.2 Items 1 to 10 inclusive where this information is known to NPS and is within the C2 asset management database. It is the Academies responsibility to validate and ensure the completeness of this information and to identify any further items of plant and equipment to be serviced along with raising the appropriate works orders to the appointed contractors. The on site identification or verification of plant and equipment by NPS

is not covered under this Agreement however this service can be provided at an additional cost.

- 8.4. NPS accepts no responsibility for any acts or omissions in respect of the Academy not identifying any items of plant or equipment to be serviced or failure to place the appropriate works order with the appointed contractors for the servicing, inspection and testing for any items of plant or equipment.
- 8.5. NPS does not undertake under the Agreement to resolve any disputes between any Academy and the appointed servicing contractor. Should the Academy wish to engage NPS to investigate and/or resolve any dispute with any contractor providing services under the Agreement this will be at an additional charge agreed in advance.
- 8.6. Breakdowns or repairs are not covered by the Agreement and Academies may, at their choice, raise a works order for the resultant remedial work with the appointed Servicing Contractor or other contractor of their choice. NPS will provide professional / technical advice to assist Academies with remedial repairs to faults by way of the telephone advice provided under this Agreement.
- 8.7. Copies of the Servicing Contractors' service reports/certificates will typically be uploaded onto C2 and/or provided to the Academy and also to NPS. As part of the service, NPS will, as necessary, review each report/certificate and provide the Academy with a summary of actions and priorities to address any significant defects or issues. Any works that arise as a result of the service, test or inspection will require a separate works order to be raised by the Academy with an appropriate contractor as stated in 3.1.
- 8.8. Only those items referred to in 4.2 above are covered under this Agreement as such the following plant and equipment (the list is not exhaustive) is **excluded** from the inspection, servicing and testing arrangements available under the Agreement:
 - Building Management Systems and heating controls
 - Ventilation fans
 - Air conditioning systems (if used for cooling only)
 - Sprinkler systems

- Rainwater harvesting systems
- Sewage pumping systems
- ICT systems or wiring
- Voice systems or wiring
- Access systems, internally or externally
- CCTV
- Powered and/or Automatic opening devices for roof windows
- Hearing induction loops
- Intruder Alarms
- Swimming pool plant
- Solar panel heating panels (unless they are the sole water heating system)
- Photovoltaic panels or wind turbine Hoists and personal lifting devices
- Fire extinguishers
- Fume cupboards
- Design Technology extract systems
- Kitchen equipment

Where any of the above or other items of plant and equipment not covered by the testing, servicing and/or inspection available under the Agreement are installed within the Academy's buildings the Academy is responsible for making the necessary arrangements for these items to be serviced outside of the Agreement.

- 8.9. Concerning the management of Legionella the Academy is responsible for implementing and maintaining water hygiene management regimes. The 6 monthly and 12 monthly checks offered under this Agreement as prescribed within the Approved Code of Practice L8 (ACOP L8) are undertaken to support the Academy in discharging their responsibilities with respect to water hygiene management. It is the responsibility of the Academy to ensure any actions raised at these checks are dealt with as appropriate and to undertake any checks and inspections on a weekly, monthly and quarterly basis along with arising actions are undertaken in accordance with a management regime that meets the requirements of ACOP L8.

9. Buildings Covered By Services Under the Agreement

- 9.1. The Agreement does not cover the following buildings:

- Caretakers houses not used solely for educational purposes
- Buildings owned or leased by the Academy that are currently let to a tenant where it is the tenants responsibility to maintain the plant and equipment and/or undertake the inspection of any other items covered by this Agreement
- Buildings on the Academy's site that have been formally decommissioned

9.2. No service provided by NPS under the Agreement will be provided to any tenant of the Academy or any other third party occupying or using any Academy buildings.

10. Urgent repairs

10.1. Where, as a result of inspection or servicing, there is urgent work or repair required to a discovered fault which is likely to cause serious damage or a risk to health and safety the Academy's representative will be informed immediately by the Servicing Contractor. The Academy will be responsible for placing an order to undertake the necessary repair as set out in 3.1 above.

10.2. In the event that a Academy's representative cannot be contacted NPS will commission an appropriate contractor to undertake the urgent repair on behalf of the Academy and advise the Head Teacher/Principal or Chair of Governors as soon as possible. The Academy will be responsible for the payment for the repair.

11. Overall management of the Agreement

11.1. NPS are responsible for the overall management of the services provided under the Agreement. Included within is the provision of data on annual basis to allow the Academy to raise orders to cover the servicing, testing and inspection for those items listed under 4.2 of the Agreement in accordance with 8.3 above. Upon receipt of the servicing, testing and/or inspection certificates and reports from the Servicing Contractors NPS will check the content and completeness advising the Academy of any significant defects or issues as set out in 8.7.

12. Inspection of Known Asbestos Containing Materials

- 12.1. NPS will undertake an annual inspection of the known or suspected Asbestos Containing Materials (ACM's) identified in the Academy's Asbestos information. NPS will inspect the ACM's where it safe as far as reasonably practicable to do so noting the same access exclusions as identified in 13 below. The Academy will be required to provide to NPS an up to date copy of their asbestos information prior to the inspection.
- 12.2. In delivering the inspection service NPS will provide commentary as to the condition of items inspected and will highlight any items that NPS could not and/or have not inspected for investigation by the Academy. NPS will, where applicable, highlight any change in condition and give our recommendations for action for consideration by the Academy and incorporation into the Academy's Asbestos Management Plan. Any ACM's that are found to be in a dangerous condition at the time of inspection will be advised to the Academy immediately.
- 12.3. Confirmation that the inspection of the identified known or suspected ACM's has been carried out will be provided to the Academy for retention within its records. NPS will provide an annotated copy of the Academy's asbestos information as provided under 12.1 above identifying any changes to the condition of the ACM's and highlighting items requiring attention. A copy of the annotated asbestos information will be stored as an attached pdf document on C2 as a record of the inspection only.
- 12.4. The Academy as the Duty Holder under Control of Asbestos Regulations 2012 will be required to ensure the output from the inspection of identified known or suspected ACM's is incorporated into its Asbestos Management Plan. In providing services under the Agreement NPS will not manage nor maintain the Academy's asbestos register and/or Asbestos Management Plan.
- 12.5. NPS in undertaking the inspection of known ACM's makes no assessment as to, nor warrants, the suitability or sufficiency of the Academy's Asbestos information and assumes no part in or responsibility for the management of asbestos under the Control of Asbestos Regulations 2012 for the Academy.

12.6. Additional inspections, for high risk areas etc., can be arranged with NPS at agreed rates outside of this Agreement.

13. Updating of Asset Management Plan Condition Data

13.1. The Asset Management Plan Condition Data (AMPCD) is a key piece of information that should be utilised to review, manage, implement and record maintenance activity at the Academy. The AMPCD should be reviewed and updated at regular intervals by the Academy or its appointed professional advisor/consultant. As part of the Agreement, NPS will undertake a single inspection of the AMPCD which will include the condition of the fabric of the building, fixed mechanical and electrical installations. This will be carried out within the life of the Agreement and around 30 months (2.5 years) from the date of the last quinquennial (five yearly) inspection or last professional update.

13.2. NPS' inspections will take the form of reviewing the Academy's Condition data and re-assessment of the identified condition items. Following the inspection NPS will provide the Academy with an annotated update of the Academy's condition data which will be stored as an attachment document on C2. Any high risk items will be reported to the Academy immediately at the time of inspection. The output from the inspection will provide the Academy with an update of the condition report of the building, fixed mechanical and electrical installations and identified asbestos containing materials.

13.3. The reassessment of the condition data will be undertaken on the following basis:

- Identification of items of a maintenance nature, not improvement works
- Non intrusive inspection eg within ducts, floor/ceiling voids, underground drainage etc
- Excludes internal maintenance items e.g. floor coverings and decoration etc.
- General day to day maintenance items eg adjustment of door closers, cleaning, etc below £250 for individual items.
- Cyclical routine inspection, servicing and testing of building services, plant and equipment.

- 13.4. The resurveying or wholesale reassessment of condition is not included within the Agreement however in the event that the Academy's condition data is not present or has not been professionally updated within the last five years NPS can provide this service to the Academy outside of this Agreement.
- 13.5. Inspections will be arranged by NPS giving the Academy at least 1 month's notice to undertake the inspection. An appropriate representative of the Academy shall be made available to accompany the NPS surveyor and/or engineer during the inspection to assist with the understanding of the layout of the campus and locations of such items as plant rooms etc and to ensure compliance with the Academy's Safeguarding requirements.
- 13.6. Inspection of external areas will be by visual inspection from ground level. In the event that the NPS surveyor/engineer advises that closer inspection is necessary he/she will seek further instructions from the Academy for the supply of a safe means of access at extra cost to the Academy e.g. scaffold, secured ladders.
- 13.7. The NPS surveyor/engineer will cross reference any factual reports, such as servicing reports for plant, in preparing the update of the AMPCD. These reports will be sourced from those held on C2 under the Agreement or others as made available by the Academy at the time of inspection.
- 14. Supporting Feasibility Studies - Extensions and Adaptations**
- 14.1. Three hours minimum up to a maximum of 0.03 hours per FTE per year of the Agreement (April to March inclusive) to support feasibility studies to help Academies develop new schemes such as extensions, adaptations and remodelling.
- 15. Telephone Advice for Property Related Matters**
- 15.1. NPS under the Agreement will provide Academies with day-to-day telephone advice and support from NPS technical staff with any maintenance related property matters during normal working hours (9.00 am to 5.00 pm Monday to Friday, except Public Holidays). The frequency of use and amount of time available by telephone is to subject to a 'fair useage' limit in accordance with the Agreement.

16. Access to NPS emergency Out-of-Hours Service

16.1. NPS under the Agreement will provide Academies with 24/7/365 out of hours telephone advice and support from NPS technical staff with any building related out of hours emergency. Advice will generally be given by telephone, but if required, NPS staff will, at the Academy's request, attend site to provide guidance and to co-ordinate all necessary works including giving instructions on the Academy's behalf to render the premises safe, secure and water-tight. The frequency of use and amount of time available by telephone is to subject to a 'fair useage' limit as determined by NPS. The site attendance service will incur additional time charges @ 1.5 times hourly time charge rate with a minimum fee of £100.00 per call.

17. Advice in Preparing and Delivering Annual Programmes of Work

17.1. As part of the services delivered under the Agreement NPS will assist the Academy in devising annual programmes of work. This will involve the assessment of the AMPCD and suitability information (if made available by the Academy) to identify strategic maintenance priorities and the development of a practical Maintenance Plan for delivery over forthcoming years. The Maintenance Plan will need to be agreed based on the needs and resources available to the Academy and should include items with the appropriate condition and priority taken from the AMPCD plus any appropriate items highlighted in the servicing activities undertaken as part of the Agreement or other regimes.

18. Display Energy Certificates (including Annual Assessments)

18.1. NPS will undertake the assessment and provide Display Energy Certificates (DEC) as required by the legislation as at 1st April 2015. This will include the initial assessment where a valid DEC is not in place and an annual assessment of buildings with a floor area greater 1000m². For those buildings below 1000m² where a valid DEC is not in place, including those that come into scope on 9th July 2015, an assessment will be undertaken and a DEC will be issued. For buildings below 1000m² the DEC is valid for 10 years.

19. Use of C2 Web Based Asset Management Database

19.1. As part of the Agreement Academies will be given access to NPS's

web based asset management database, Connect2 known as C2. Access to C2 is granted for the purposes of storing and viewing asset management data associated with the services provided under the Agreement.

- 19.2. Access to C2 will require a PC or other device with an appropriate browser (Microsoft Internet Explorer) and active internet connection to be provided by the Academy at its cost to allow access. There is no bespoke software or separate licencing requirements for use of C2 under the Agreement.
 - 19.3. Each Academy will be given a unique user name and password to access C2, it is the responsibility of the Academy to ensure that the user credentials are kept confidential and not shared with any third party intentionally or otherwise.
 - 19.4. Access to C2 is provided for the duration of the Agreement with the Academy. Access to C2 ceases at the end of Agreement or withdraw by the Academy from the Agreement whichever is the sooner. All data held within C2 will be returned to the Academy in an electronic format (typically pdf or text file format) when access to C2 ceases in accordance with the above.
 - 19.5. NPS will arrange up to three training sessions within each year of the Agreement in the use/functionality of C2. Academies may attend one of these sessions per year of the Agreement with up to two attendees or more by agreement and availability of places.
 - 19.6. NPS will provide telephone advice and support in support of the use of C2 during normal working hours (9.00 am to 5.00 pm Monday to Friday, except Public Holidays). The frequency of use and amount of time available by telephone is to subject to a 'fair useage' limit in accordance with this Agreement.
- 20. Annual Premises Visit and Attendance at Governors Property meeting**
- 20.1. NPS will, once within each year of the Agreement, make arrangements to visit the Academy to discuss the annual programmes of work and review the services delivered under the Agreement. This meeting will be limited to two hours within normal business hours.

20.2. NPS will, where requested, attend once within each year of the Agreement a Governors meeting to discuss property related matters. This meeting will be limited to two hours.

21. Assistance with EFA Property Related Funding Bids eg CIF

21.1. NPS are supportive of Academies in realising funding through the CIF process and are prepared to invest some time 'at risk' in support of projects that meet the EFA criteria. This 'at risk' time is offered on the basis that NPS will not charge the Academy any costs in assisting with the bid on the proviso that, if successful, the Academy engage NPS for the design work associated with the successful project. Full details of NPS's offer will be communicated on a project by project basis for agreement prior to proceeding.

22. General Conditions

22.1. NPS reserves the right to review any relevant asset related data and records held by an Academy prior to accepting the Academy into the Agreement to establish the currency, completeness and sufficiency of the data upon which the NPS delivered services are based. NPS may in its discretion offer an alternative service to the Academy in lieu of the services provided under the Agreement to assist the Academy in improving the quality of its asset related data which may be at a different rate to those services provided under the Agreement.

22.2. NPS reserves the right to suspend or withdraw any inspection service under the Agreement where it considers that the information made available to NPS by the Academy is unsuitable or insufficient for the needs of the inspection. NPS may at its discretion offer an alternative service to the Academy in lieu of the inspection services provided under the Agreement to assist the Academy in improving the quality of its asset related data which may be at a different rate to those services provided under the Agreement.

22.3. All advice and assistance based services provided by NPS are subject to 'fair usage', NPS reserves the right to charge Academies who in its opinion have exceeded 'fair usage'. NPS will notify in writing via letter or email any Academy that exceeds

what NPS considers 'fair usage' and detail the applicable charges for future advice and/or assistance. NPS will not make any charge for advice and assistance over and above what is considered 'fair usage' without agreement in advance.

- 22.4. NPS believe that in the vast majority of cases it will be in the interest of both parties to enter into this Agreement. There may be occasions when NPS consider this mutual benefit may not be realised and therefore NPS reserves the right not to enter into the Agreement. This right is at NPS's sole discretion.
- 22.5. In the event that any of the appointed Servicing Contractors cease to trade, have their contract determined by DCC or withdraw from the contract with DCC for whatsoever reason NPS will at its discretion use its best endeavours to secure the services of an alternative contractor at a competitive rate until such times as DCC appoints a contractor to the service term contract. NPS accepts no liability for the failure or withdrawal of any of the appointed Servicing Contractors from DCC's contracts or any cost increases resulting from the appointment of an alternative contractor.
- 22.6. The payment terms of all invoices from NPS to Academies is 30 days from date of receipt invoice, any late payments may be subject to additional charges in accordance with current legislation.
- 22.7. In the event that an Academy withdraws from the Agreement part way through any year of the Agreement (April to March inclusive) no refund of the Per Pupil Premium will be made.
- 22.8. Nothing in this agreement conveys any liability or responsibility on NPS to ensure the Academies compliance in respect of statutory, regulatory or best practice requirements.
- 22.9. NPS reserves the right in the event of non payment of the Per Pupil Premium to suspend or withdraw the services to the non paying Academy until such time as all out standing payments are settled.
- 22.10. NPS decision in all matters relating to this Agreement is final and not subject to any further review or escalation subject to 22.16

below.

- 22.11. NPS reserves the right to withdraw the scheme in part or its entirety at any time.
- 22.12. NPS accepts no liability for any damage to property or injury to persons arising out of any acts or omissions from the appointed servicing contracts. Any claims howsoever arising resulting from the services provided or lack thereof by the appointed Servicing Contractors remain strictly between the Academy as the Employer and the servicing contractor.
- 22.13. NPS reserves the right to exclude from the Agreement any Academy which it considers is not acting in good faith or the spirit of the Agreement. Any such exclusion will be notified in writing (letter or email) to the Academy. No refund of the Per Pupil Premium will be made in the event that an Academy is excluded.
- 22.14. NPS will maintain adequate levels of Professional indemnity Insurance and Public Liability Insurance with a reputable insurer for the duration of this Agreement - evidence of such insurance will be made available on request.
- 22.15. NPS will use reasonable skill and care in performing its services under the Agreement.
- 22.16. Any complaints regarding the services provided by NPS under this Agreement will be dealt with in accordance with the NPS Group Complaints Procedure copies of which are available upon request. Where a complaint cannot be resolved as set out above and prior to further escalation the complainant can request the matter be referred to the Head of Service of the Built Environment Team of Devon County Council or their representative.
- 22.17. NPS reserves the right to engage sub consultants and/or temporary staff, where necessary, for the delivery of any of the NPS services offered under the Agreement.
- 22.18. Details of the Agreement, the Per Pupil Premium and other rates stated for NPS services are considered commercially sensitive and are not to be disclosed to any third party without NPS' written consent.

22.19. NPS in delivering services under this Agreement does not have employees in any roles which constitute "controlled activities" or that are eligible for DBS checks taken from the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and therefore NPS does not require staff to have DBS checks for the services under this Agreement.

23. Limit of Liabilities

23.1. Except in the case of death or personal injury caused by NPS' negligence, NPS' liability under or in connection with this Agreement whether arising under contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the sum of £100,000.

24. Contact details

24.1. Contact Details - during normal working hours (9.00 am to 5.00 pm Monday to Friday, except Public Holidays):

East Devon - Exeter Office:
NPS South West Limited
Venture House
1 Capital Court
Sowton Industrial Estate
Exeter
EX2 7LW
Contact: Mr Peter Baglow
01392 351181 (phone)

Email peter.baglow@nps.co.uk

South West Devon - Ivybridge Office:
NPS South West Limited
5 Oak Court
Lee Mill Industrial Estate
Ivybridge
PL21 9GP
Contact: Mr Nick Cook
01392 351226 (phone)

Email nick.cook@nps.co.uk

North Devon - Exeter Office:
NPS South West Limited
Venture House
1 Capital Court
Sowton Industrial Estate
Exeter
EX2 7LW
Contact: Mr Peter Baglow
01392 351181 (phone)

Email peter.baglow@nps.co.uk

- 24.2. Contact Details - Out of office hours (5.00 pm to 9.00 am Monday to Friday, Saturday, Sunday and Public Holidays):

NPS' Out of hours emergency number: 07826 858727

During normal office hours Academies should contact the normal working hours number in 24.1 above.

25. NPS Services Available Outside of the Agreement

- 25.1. NPS can provide a wide range of design, maintenance, project management and estates services in addition to those provided under the Agreement. NPS would be pleased to discuss any particular requirements with individual Academies and provide a competitive proposal accordingly.

Declaration

We hereby agree to enter into the Devon Academies Maintenance Agreement 2015-2020 for the period of 1st April 2015 to 31st March 2020 in accordance with the terms set out in the Agreement dated March 2015.

Academy:

Signed:	
Name:	
On behalf of (Academy):	
Date:	
Schools EN:	

NPS South West Ltd:

Signed:	
Name:	
On behalf of:	NPS South West Ltd
Date:	

Please note that this Agreement is not effective until signed by both parties.