

FACILITIES MANAGEMENT AGREEMENT

For The Plymouth North West Learning Trust

PARTIES:

- (1) SIR JOHN HUNT COMMUNITY SPORTS COLLEGE of Lancaster Gardens, Whitleigh, Plymouth PL5 4AA and WHITLEIGH COMMUNITY PRIMARY SCHOOL of Lancaster Gardens, Whitleigh, Plymouth PL5 4AA
- (2) WOODLANDS SPECIAL COMMUNITY SCHOOL of Picklecombe Drive, Plymouth PL6 5ES

Together being 'The Parties'

RECITALS:

- (A) The Parties are Local Authority maintained PFI schools.
- (B) The Parties formed the Plymouth North West Learning Trust (the Trust) on 1 June 2015. The purpose of the Trust is to further school to school performance improvement. Sir John Hunt Community Sports College and Whitleigh Community Primary School are federated and Woodlands School has its own governance arrangements.
- (C) The Parties wish to enter into a Facilities Management Agreement (the Agreement) in respect of the shared site. This Agreement is subject to the existing PFI arrangements affecting the Property for as long as they are in force.
- (D) For the purpose of this document a term is defined as a school term being 6 in any one academic year.

AGREED TERMS

1. PROPERTY

- 1.1 The Wood View Campus includes dedicated buildings and spaces for each party. Dedicated and Shared accommodation is recorded on the plan attached at Appendix 1 (the Plan). Dedicated space for Sir John Hunt Community Sports College is shown [edged/coloured red]. The dedicated space for Whitleigh Community Primary School is shown [edged/coloured blue] and the dedicated space for Woodlands Special Community School is shown [edged/coloured green]. The shared accommodation is shown [edged/coloured yellow]. Together the dedicated spaces and the shared accommodation is known as the Property

- 1.2 The legal ownership of the Property is not transferring to the Trust. . It is intended that whilst the beneficial title to the Property has vested in the Trust further to the statutory process of Trust conversion, the Local Authority will retain the legal title whilst the PFI arrangements are in force and when they have come to an end, the Local Authority will transfer the legal title to the Trust.
- 1.3 Each party will have the right to use car park spaces on the site. Visitors to each partner will use available space or park in the designated visitors parking off the Lancaster Gardens entrance.

2. TERM

- 2.1 The Agreement will be for a term of years commensurate with the life of the PFI Project Agreement dated Interim Service 14.4.08. Full service 2.9.2008 and completion of works (certification) 23.12.2008
- 2.2 Either of the Parties will have the right to amend or terminate the Agreement provided that the Party giving notice has complied with its obligations in the Agreement and both parties have agreed to the variation or termination. To exercise the right to amend or terminate, either party must give 12 months' prior written notice to the Trust Board and the respective governing bodies. Minor amendments can be agreed by the Parties through the Facilities Management Committee.

3. AIMS

The Parties agree to enter into this Agreement in order to pursue the following aims:.

- 3.1 To maintain the current shared arrangements, as defined in 10.1
- 3.2 To ensure the smooth operational running of the three schools on the site
- 3.3 To prevent one party making changes that has a detrimental effect on the schools.
- 3.4 To continue and develop effective collaboration between all of the schools in line with the governors agreement and the aims of the Trust.

4. OBJECTIVES

- 4.1 The Parties shall:
- 4.2 Use reasonable endeavours to maximise the use of the facilities by the Parties in a fair and transparent way and in accordance with the timetable set out in Appendix [3].

4.3 The Parties shall attend joint facilities management meetings (the Facilities Management Committee (Previously known as Campus Progress) as required but not less than once a term to consider issues that have an impact on all or some of the parties. The Chair of Governors of each governing body will be invited to these meetings.

4.4 The Facilities Management Committee will be represented at joint Health and Safety, Safeguarding, Contract and Trust meetings.

5. INSURANCE

5.1 The Parties will maintain insurance procured through traded services, as individual schools. It will be the responsibility of the Headteachers/ Principal to ensure that insurance is in place and that a copy can be made available on request.

6. USE

6.1 The property can only be used as agreed with the PFI contractor. Use outside the provisions of the contract must be negotiated and agreed by all parties and the PFI contractor.

6.2 Community Lets will be managed by Sir John Hunt CSC for the benefit of all parties. No let can have a detrimental impact on one party.

6.3 Sir John Hunt CSC will be recompensed for administration costs in respect of the community lets.

6.4 All letting income will be centrally managed by Sir John Hunt CSC and any profit allocation will be discussed and agreed by all parties through the Facilities Management Committee as to its use.

6.5 All bookings for use after hours will be coordinated through the central team. Sir John Hunt CSC will coordinate the process and line manage the central team who will communicate to parties where there may be an impact on their service operation.

6.6 Any shortfall in income that is required to cover expenditure will be underwritten by the parties, adjusted and agreed by the Facilities Management Committee and ratified by the relevant governing bodies in the relevant financial year.

6.7 Any significant concerns over lettings, will be raised by Sir John Hunt CSC with the Facilities Management Committee in a timely manner.

6.8 Any additional space that becomes available will be discussed and future usage agreed by the Facilities Management Committee and ratified by the governing bodies.

7. REPAIR

7.1 Any significant repairs or replacement that are required for the running of the central shared areas or site will be paid for by all parties as appropriate. Each school will pay for their own individual areas. The proportion will be agreed and discussed at the Campus Facilities Management Committee. All central repairs and associated costs will be coordinated through Sir John Hunt Fund 18 and reported to the Facilities Management Committee.

8. ALTERATIONS

8.1 The Parties cannot make any structural or external alterations to the property (including signage) other than as set out in the PFI Agreements and as discussed at Facilities Management Committee meetings.

9. FACILITIES MANAGEMENT COMMITTEE

9.1 The Facilities Management Committee will comprise

1 Senior Member of Staff from Sir John Hunt

1 Senior Member of Staff from Whiteleigh Primary

1 Senior member of staff of Woodlands Special School

1 Facilities Management representative from Interserve

1 Trust representative

1 PCC representative

1 PFI Projects Coordinator

1 SPV representative

1 Barnardos representative (who are on site but not part of this agreement)

The chair of The Facilities Management Committee will be the trust representative.

9.2 The Facilities Management Committee will meet at least once a term to consider the following matters and other matters as appropriate:

9.2.1 the repair and decoration of the Property

9.2.2 the financial health of the Property and any expenses that are foreseeable and capable of being planned

9.2.3 any requests for changes in the timetabling from the Parties

9.2.4 any complaints arising from third party users

9.2.5 any complaints from any of the Parties

9.2.6 any marketing or investment opportunities

9.2.7 any recommendations to be made to the Parties Governing Bodies in terms of Profit allocation or use

9.2.8 to review and monitor any lettings or bookings procedures of the facilities made through the central helpdesk and any other means

9.2.9 to be responsible for health and safety matters (including safeguarding) affecting the shared use accommodation and other shared used areas

9.2.10 any liaison or communication with the PFI funders in respect of use and management of the facilities and the Property

9.2.11 the agreement of the timetable in accordance with the provisions of clause 10.

9.2.12 Joint projects to discuss shared space projects where there is mutual benefit to said parties.

9.2.13 The decision of the Facilities Management Committee will be final and will be ratified by the Parties respective Governing Bodies. Any concerns raised by either

Party's Governing Body will be reconsidered by the Facilities Management Committee.

10. TIMETABLE

- 10.1 The shared spaces are defined as: Dining, Library, Performance Hall, Gym, Dance Studio, Sports Hall and outside spaces.
- 10.2 All parties will propose arrangements for timetabling of shared spaces within 6 school weeks of the start of the new academic year through a meeting of:
- (a) 1 Assistant Principal from Sir John Hunt
 - (b) 1 deputy Headteacher from Whitleigh Primary
 - (c) 1 senior member of staff from Woodlands
- The agreed proposal will be submitted to the Facilities Management Committee for approval
- 10.3 Any significant changes to the agreed timetable can be submitted to the Facilities Management Committee giving at least 1 terms notice.
- 10.4 Any other one off changes for events will be negotiated between Parties and mediated through the Facilities Management Committee if required.
- 10.5 The Parties will be considerate to the needs and requirements of all parties.
- 10.6 Priority will be given by Parties to all public examinations.
- 10.7 Priority will be given by the Parties for access to resources which are legally required by Education, Health and Care Plans.
- 10.8 All booking for shared spaces will go through the central helpdesk via email.
- 10.9 The Parties will submit arrangements for Christmas events by the second week of November.
- 10.10 Shared space booking for staff training days will be considerate of the size and need of the other parties.
- 10.11 Arrangements for dining will continue as in line with the existing PFI contract. Any changes need to be agreed at The Facilities Management Committee

- 10.12 Use of the library will be booked through the central system
- 10.13 Library costs (the staffing costs, SLA with PCC, associated resources, book replacement and repair of equipment, training costs, and damage costs) will be covered by the Parties.

11. STAFFING

- 11.1 Central staff are Clerk to governors, Library manager, Admin/ helpdesk assistant, 2 x Community Assistants.
- 11.2 Line management of the central staff will be undertaken by Sir John Hunt CSC on behalf of the Parties – with exception of the Clerk to Governors who will be line managed by a School Governor
- 11.3 All parties will agree the library costs annually through the Facilities Management Committee.
- 11.4 All parties agree to collectively cover any disciplinary, grievance or redundancy costs, related to central staff.
- 11.5 Staff from all Parties will work together in an informal arrangement within the building. Any complaints about members of staff will be processed through the relevant parties' policies and procedures. The school who holds the contract for the member of staff who the complaint is about will use their policy.

12. SAFEGUARDING

- 12.1 All staff employed in the central team will adhere to relevant safeguarding and welfare policies from Sir John Hunt CSC. However when visiting other parties they will have due regard for additional policies relating to that school.
- 12.2 Any safeguarding issues will be discussed by the Facilities Management Committee as appropriate and reported to the parties respective Governing Bodies as part of a Facilities Management Committee agenda item at the Health and Safety meeting or sooner if appropriate.
- 12.3 The Facilities Management Committee will be represented at the Safeguarding meeting

13. HEALTH AND SAFETY

13.1 Any health and safety issues will be discussed by the Facilities Management Committee as appropriate and reported to the Health and Safety meeting

13.2 The Facilities Management Committee will be represented at the Health and Safety meeting

14. MAINTENANCE

14.1 Planned maintenance will be discussed and agreed at the Facilities Management Committee meetings.

14.2 Cost of any maintenance that is not part of the contract will be shared in an agreed formula as discussed at Facilities Management meetings

15. SITE SECURITY

15.1 The parties are jointly and severally responsible for site security and act in accordance with the PFI contract and the Law.

16. INDEMNITY

16.1 The parties indemnify each other in respect of any costs, claims and proceedings arising out of their failure to abide by the terms of this Agreement

17. DISPUTE RESOLUTION

17.1 All parties will endeavour to resolve any disputes between themselves in the first instance through the Facilities Management Committee.

17.2 Where the dispute remains unresolved the parties can appeal to a 3 person joint committee of a governor from each Governing Body and an independent additional person as agreed who will act as mediators or arbitrators depending upon circumstances.

18. CONFIDENTIALITY

18.1 All parties will act and adhere to all policies made in respect of the management of the facilities and the Property and respect each other.

18.2 Any information that is of a confidential nature that is passed between parties will be treated in the strictest confidence and respect.

19. FREEDOM OF INFORMATION AND DATA PROTECTION

19.1 All parties will adhere to their FOI and DP policies.

19.2 No party will pass information about the other party to a third party without the party's consent.

APPENDIX I



Signed by . . .
For and on behalf of Sir John Hunt Community Sports College

Signed by . . .
For and on behalf of Whiteleigh Community Primary School

Signed by . . .
For and on behalf of Woodlands Community Special School