

**Care & Learning Service**

**Wick Community Campus**

**Design, Build, Finance & Maintain Contract**

**Operational Phase**

**Project Manual**

**Final – March 2017 – Gavin Bowie**

# Introduction

This manual outlines how The Highland Council (THC) manages the operational phase of the Wick Community Campus Design, Build, Finance and Maintain (WDBFM) process.

Specifically, it details how the Care and Learning Service (CLS) manages and monitors the WDBFM Project Agreement (PA), involving the provision of and services in the Wick Campus, which consists of –

* Wick High School
* Newton Park Primary School
* Caithness Community Facilities (inc. Wick Swimming Pool & Wick Library)

While this is the first DBFM contract that THC has entered into it already operates 2 Public Private Partnership (PPP) contracts:

PPP1 – 25 years from August 2002 – Ardnamurchan High School & Hostel, Glen Urquhart High School, Spean Bridge Primary School and Strathdearn Primary School.

PPP2 – 30 years from March 2007 – Cawdor Primary School, Culbokie Primary School, Dingwall Academy, Drummond School, The Pines Interagency Building, Gaelic Primary School - Inverness, Inshes Primary School, Kinlochleven High & Primary Schools Campus, Millburn Academy, Portree High School (and Swimming Pool) and Resolis Primary School.

There are some differences between the two PPP contracts, and DBFM is different again from both, hence this revised booklet specifically for WDBFM.

The PPP1 and PPP2 contracts are available on the THC web site at -

<http://www.highland.gov.uk/info/893/schools_general_information/25/modern_school_buildings_programme/8>

The WDBFM contract is available on the THC web site at -

<http://www.highland.gov.uk/info/893/schools_general_information/25/modern_school_buildings_programme/4>

## Background

In December 2014 THC signed a contract with Hub North Scotland (Wick) Ltd. (Sub-hubco) for the design, construction and certain on-going services of the Wick Schools Campus and Community Facilities over a period of approximately 27 years.

The purpose of this document is to detail how the CLS WDBFM Contract is to be managed and monitored within THC.

It is also recognised that THC has in the past, and may in the future, enter into PPFI/Joint Venture Contracts for other Services and may at a future date require to review its’ arrangements to embrace all affected Services.

## Member and Officer Arrangements for WDBFM

## Member Management

The Highland Council

Education, Children & Adult Services Committee (ECAS)

THC has the strategic political overview of the DBFM process. Decisions regarding, for example, affordability or major changes to the contract are taken at this level. Further high level decisions as regards the project are taken at ECAS Committee. Reports are submitted to the appropriate THC Committee as required.

## Officer Management

Director of Care & Learning Service

Head of Resources

PPP Projects Officer

Head Teachers (HTs) of WDBFM Schools

Community Facility Representative (CFR) – High Life Highland (HLH)

The Director of CLS is the officer charged with responsibility for the operational phase of the contract although this is generally delegated to the Head of Resources, who under the PA is the ‘Authority Representative’. Day to day management of the WDBFM contract generally rests with the PPP Projects Officer (PPPPO).

HTs and the CFR will be responsible for day to day operations on the ground and so in many ways there is no difference to a non DBFM facility but the DBFM element must always be borne in mind when building related matters are being considered.

Support is also available from other Services such as Development & Infrastructure Services (DIS), Financial Services and Legal Services.

**DBFM Management & Monitoring**

The day to day monitoring of the Contract rests with the PPPPO, who reports directly to the Head of Resources. The PPPPO will work closely with the HTs and the CFR to ensure compliance with the Contract both by Sub-hubco and THC/the school/HLH. PPPPO also ensures that the self-monitoring arrangements as outlined in the PA are adhered to by Sub-hubco and that the Services THC is paying for are delivered in line with the Service Level Specification.

**Head Teachers (HTs)**

HTs are the ‘School Representative’ and also the Responsible Premises Officers (RPO) and ensure that any issues that arise within the buildings that relate to the DBFM contract as regards Performance and Availability are passed on to the PPPPO timeously. They also need to ensure that any Service Events (an incident or state of affairs which does not meet or comply with the Performance Standards and/or does not satisfy the Availability Standards) are recorded on Sub-hubco’s Facilities Management Help Desk and that staff do not breach the terms of the WDBFM contract.

**Community Facilities Representative (CFR)**

This is likely to be High Life Highland’s Wick Community Facilities Manager and is responsible for, in partnership with the HTs and any Community Management Group that may be set up, the use of the Community Facilities. Many of the HTs responsibilities will fall to the CFR in relation to responsibility for the Community Facilities.

# Management & Monitoring

## Introduction

The Management & Monitoring Team is chaired by the Head Resources, or his nominee – usually PPPPO. This inter-service team, consisting of Officers from CLS, Financial Services, DIS and Legal Services, will ensure the smooth running of the contract and deal with day to day issues raised by the HTs, CFR, Contractor, or from the teams own observation of the Contract.

The point of contact with the consortium will be through the PPPPO although he may authorise direct contact between a member of the Project Monitoring Team and an officer of the Consortium while an on-going issue is being resolved.

## Role of Officers

**Role of Head of Resources**

The Head of Resources in CLS fulfils three important roles in relation to the efficient running of the PA.

**Role in Relation to the CLS Senior Management Team**

The Head of Resources is responsible for Client oversight of the day to day monitoring of the PA. While much of this responsibility will be delegated to PPPPO, it is the responsibility of the Head of Resources to inform the Senior Management Team through the Director CLS of significant issues affecting, or identified as likely to affect, the smooth running of the contract. Issues addressed by the Head of Resources include:

* The level of satisfaction of staff, public and Local Council Members with the operation of the contract.
* Any variations to contract likely to be required as a result of weaknesses in original documentation and, where appropriate, associated cost of remediation.
* Any significant requests by Sub-hubco to vary the contract.
* Requests for alteration to the terms of the contract by Sub-hubco
* Potential replacement of the facilities management provider.
* Potential sale of the Contract.
* Notices to Sub-hubco warning of potential termination of contract.
* Notices from Sub-hubco warning of client default and potential termination of the contract.

**Role in Relation to Management & Monitoring**

The Head of Resources will lead THC’s CLS WDBFM Management & Monitoring Team of mid-tier officers during the operational stage of the Contract. It is his/her responsibility to ensure that day to day issues relating to the contract are dealt with by the appropriate member of the team.

The Head of Resources (or his/her nominee) will:

* Convene meetings of the team monthly to monitor the contract and allocate as necessary any tasks which have arisen through this monitoring.
* Meet on a monthly basis with his/her opposite officer in the consortium to resolve issues which have arisen over the previous month and monitor progress on issues previously discussed
* Advise the Director of CLS of areas of activity which have not been resolved.
* Annually develop the contract budget in conjunction with the Finance Officer
* Ensure that the annual schedule of Programmed maintenance received from Sub-hubco is notified to HTs/CFR.

**Role in Relation to External Bodies**

The Head of Resources plays a key role in progressing the property aspects of new local and Council wide initiatives originating from the Government, Council, external agencies and community groups. It is the responsibility of the Head of Resources to assess the impact which any such initiative might have on the Contract and negotiate as necessary the changes required to implement the initiative.

**Role of the Finance Officer**

The Finance Officer is a member of the Project Management & Monitoring Team. The role of the Finance Officer will include:

* Consideration of any additional costs arising from any variation to contract either during the commissioning stage or during the operational stage.
* Receiving from and agreeing with the PPPPO monthly deductions from the Annual Service Payment as a result of Availability or Performance failures.
* Receiving from and agreeing with the PPPPO any additions to the Annual Service Payment e.g. as a result of any work carried out by Sub-hubco beyond the agreed specification on behalf of THC or school/HLH (‘a Change’).

**Role of the DIS Officer**

The DIS Officer is a member of the Project Management & Monitoring Team. The remit of this Officer within the team is:

* To liaise with the HT and CFR, PPPPO and Sub-hubco with regard to any remedial action required to the School Building in the months immediately following the handover of the building at the start of the contract.
* To consider any complaints notified to him/her by the PPPPO in relation to property matters within the contract; assess the extent to which these are justified and recommend remedial action. The Head of Resources will raise these matters with Sub-hubco at scheduled meetings.
* Provide comment and analysis to the Head of Resources on Sub-hubco’s proposals for the maintenance of the building as per the Project Agreement.
* Check the annual maintenance schedule or any proposed building works in the facilities and assess the impact on the operation of the facilities including any Health and Safety requirements for THC to meet its statutory duty.
* Carry out inspections of the buildings as requested by CLS, taking into account the current and preceding Planned Maintenance Schedule in addition to Council Requirements as in the Project Agreement, and provide a report to the Head of Resources.
* Discuss with the PPPPO any requests for alteration to the building to meet curricular or other needs, check for Best Value the estimated costing for such works supplied by Sub-hubco, and report to the Head of Resources. The DIS Officer will satisfy himself/herself concerning Sub-hubco’s proposals relating to any such alterations and monitor their progress.
* Towards the end of the contract and after the appropriate surveys the DIS Officer will notify the Head of Resources and Director of CLS of any outstanding works required to the building in line with the Handback Process contained in the PA.

It is unlikely that DIS Officer would be required to attend all meetings of the Project Management and Monitoring Team.

**Role of Corporate Development (CD) Officer**

The CD Officer is a member of the Project Management & Monitoring Team. While a member of CD Services will be a standing member of the project team the term CD Services Officer is a generic term covering a variety of personnel in that Service, e.g. a solicitor, or personnel officer.

It is unlikely that the CD Officer would be required to attend all meetings of the Project Management and Monitoring Team.

The remit of the CD Services Officer includes:

* Day to day interpretation of the WDBFM contract to assist the client Service and THC.
* Responding on behalf of THC to any Notices served on THC by Sub-hubco after due consultation with the Project Management and Monitoring Team and Senior Management as necessary.
* Serving notices on Sub-hubco on behalf of THC.
* Advising THC when notified by Sub-hubco on strategic issues including any potential replacement of the Facilities Management Provider, notification by Sub-hubco of a significant sale of shares in Sub-hubco’s company or sale of the contract by Sub-hubco to another company.
* Advising on any matters relating to Sub-hubco’s or GTFM’s staff in terms of WDBFM.
* All matters related to THC’s step in rights should a contract be terminated.
* Representation of THC in any Arbitration situation before appropriate bodies

**The Role of the PPP Projects Officer**

The PPPPO is accountable to the Head of Resources in CLS, and is responsible for the overall management of the Contract.

Part of the remit of the PPPPO is to manage the day to day monitoring of the Contract.

The main functions of the PPPPO in their monitoring role include:

* Monitoring the standard of the Services provided by Sub-hubco in relation to the contract Service Level Specification (SLS). This will include regular site meetings, to a programme to be agreed, with the HTs/CFR.
* Liaising with the HTs/CFR with regard to all aspects of first line monitoring of Sub-hubco Service Provision and carry out spot checks as necessary in support of the HT/CFR’s role as first line monitor.
* Keep the HTs/CFR advised on issues by forwarding minutes of the approved monthly Liaison Meetings between THC and Sub-hubco.
* To meet with Sub-hubco and their FM provider on a monthly basis to discuss:
* Relevant aspects of Performance and Availability failures, areas of particular concern, financial adjustments to Sub-hubco’s monthly income and solutions to continued performance/availability failures.
* Raise with Sub-hubco any issues relating to the conduct of Sub-hubco’s staff and proposed actions by Sub-hubco to resolve such problems.
* Seek to resolve issues with Sub-hubco before they become serious.
* Monitor the accumulation of deductions by Sub-hubco and:
* Forewarn the Head of Resources when such an accumulation is approaching a critical stage where THC is likely to serve a Notice on Sub-hubco.
* Monitor any arrangements which Sub-hubco has put in place to remediate performance or availability failures as a result of the serving of a Notice (as defined in the contract).
* Liaising as necessary with other members of the Project Management and Monitoring Team to resolve matters raised by the HT/CFR or in the absence of the HT by the HT’s delegated representative and inform the Head of Resources of those issues which require to be brought to his/her attention.

# Roles at Establishment Level

## Role of the Parent Councils and Management Committees

In terms of the WDBFM contract it is an agreement between THC and Sub-hub Co and no other parties. Any concerns or issues relating to the WDBFM contract coming from Parent Councils and/or any Management Committee set up in respect of the community use of the facility should be firstly raised by them with HT or CFR, who would, in turn, raise it with PPPPO.

## Role of the HT/CFR

**HT/CFR/Contactor Arrangements**

The HTs and CFR in the first instance should always refer to CLS/HLH policies or other specific instructions from their Senior Management. The WDBFM School varies in a limited number of ways from other THC owned facilities. The HT retains all responsibilities in relation to the development and delivery of the curriculum at local level, including responsibility for teaching and curriculum support staff but has **no direct control over staff employed by the WDBFM contractor** other than as set out within the contract in order to allow the school to function on a day to day basis.

In terms of the WDBFM contract HLH have the same status as THC in terms of the use of the building, although HLH are not a signatory to the WDBFM contract. The smooth day to day management and operation of the facilities will require close cooperation between HTs and CFR but all parties are required to abide by the terms of the WDBFM contract.

**Monitoring of Contract**

Specifically, the HT/CFR are bound by the contract with regard to specified levels and programme of building maintenance regimes as agreed between THC and Sub-hubco on an annual basis.

Nevertheless, the facility requires to function to the benefit of students and community users, and the HT/CFR can agree local requirements with local contractor staff provided the integrity of the contract is maintained.

The HT/CFR may, for example, agree with contractor staff at local level alterations in the timing of certain duties or a variation to a routine. It is not unreasonable for the HT/CFR to request on occasions that a particular area not have work undertaken due to teaching reasons (e.g. exams) at a certain time. However, any readjustment must be capable of being accommodated otherwise an additional charge may be levied for a variation to contract.

Similarly, if the school has a scheduled event it is acceptable to make an arrangement to alter the schedule of maintenance to ensure that facilities are at an appropriate standard. However maintenance staff have other duties to perform in the school some of which will have been scheduled by Sub-hubco and the HT/CFR requires to ensure that any request falls within the WDBFM contract and does not compromise the maintenance person’s ability to meet his/her other duties.

Wherever possible every step will be taken to agree suitable access between THC and Sub-hubco/GTFM to minimise disruption to all parties. Obviously emergency situations may require a greater degree of flexibility. If a change is agreed at a local level or if in doubt please contact the PPPPO – in advance.

Generally the WDBFM is a self-monitoring contract and any failure will be dealt with automatically by Sub-hubco. Monitoring is dealt with by PPPPO through an agreed system of monthly meetings with and reports from Sub-hubco and reliant on feedback from HTs/CFR where there are perceived failures or issues in delivering the WDBFM. Additionally on site monitoring meetings/visits with HTs/CFR will also be held to an agreed programme.

The Service Level Specification lists the performance standards Sub-hubco has to meet and is available on the THC web site at –

<http://www.highland.gov.uk/downloads/download/1269/design_build_finance_and_maintain_dbfm_contract>

**Variations to Contract**

The HTs/CFR may **not** vary the agreed contract where such a variation would require additional payments to Sub-hubco. Should the HT/CFR feel that such a variation is required the HTs/CFR **must** raise the matter with the PPPPO. This includes fitting (say) noticeboards to walls. There is a formal Change Protocol contained in the Schedule Part 16 of the DBFM contract which needs to be adhered to.

**Sub-hubco/Galliford Try FM Staff**

There will be a local FM presence in respect of WDBFM and this will be provided by Galliford Try FM (GTFM). These members of staff are not accountable to HT/CFR. It is important that working relationships are established to the benefit of all but where a HT/CFR feels that a reasonable request has been made and refused then the HT/CFR should immediately raise the issue with the PPPPO who will in turn take the matter up with Sub-hubco.

Any issues in relation to the conduct of Sub-hubco’s or GTFM’s staff must be referred to the PPPPO.

**Non-availability of Accommodation**

Accommodation may be deemed non-available either by Sub-hubco or by the THC. The various conditions of non-availability are shown in the SLS – see link above.

If the HT/CFR believes that accommodation is unavailable they should contact Sub-hubco’s (GFTM) Help Desk using one of the following means which are set out in priority order.

**Full training for designated staff on the operation of the Help Desk will be provided by Sub-hubco.**

In the case of failure to achieve contact by the first means then the HT/CFR should progress to the next:

1. Telephone
2. Email
3. In an emergency - in person to Sub-hubco’s/GTFM local member of staff
4. Writing

If using 3 you should follow up with an email as soon as possible so there is a record.

Any notification to Sub-hubco/GTFM should include:

* Notification of the project facilities or part of the project facilities which are non-available.
* The time at which the failure was identified.
* The reasons for the deemed failure.

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HT/CFR should also advise PPPPO where any incident is affecting normal use of the facility, affecting curricular delivery and/or is a health & safety matter. Routine matters/logging on the Help Desk do not need to be notified to PPPPO.

The HT/CFR will receive from Sub-hubco’s Help Desk a call reference number.

Once the issue has been dealt with the Help Desk will issue a notification looking to close the task. If HT/CFR is not satisfied that it has been then they should request a joint inspection with Sub-hubco when Sub-hubco deems a facility to have been returned to availability. There will be instances when it may be out with the HT/CFR’s technical knowledge to agree that an area has been returned to availability and the HT/CFR should be wary of agreeing that the area is available unless there is a simple, easily observed, solution. The PPPPO should be consulted where there is the least doubt and can arrange for an expert to accompany the HT/CFR on the inspection.

**Whole Facility Non-availability**

The whole facility may be deemed non available even when some areas of the facility are still functioning. The facility has different thresholds at which an aggregation of non-available areas triggers whole facility non-availability. In certain instances the HTs/CFR may choose to continue using an area which is deemed non available e.g. where there is a heating failure but otherwise the area is sound. It will almost certainly be necessary where whole facility non-availability occurs during the school day to continue using parts of the school until pupil transport can be arranged. Alternatively, if non-availability occurs towards the end of the school day the HTs may feel that given the difficulties in rescheduling pupil transport he/she would wish to continue using non available areas until the end of the school day.

The contract allows for the continuing use of non-available areas in such circumstances but in all instances the non-availability of the areas should be notified to Sub-hubco and PPPPO.

**Recording of Service Events/Failures**

If there is a deemed or perceived failure with, or of, any item which is the responsibility of the Contactor under the terms of the PA then it should be logged on the Sub-hubco Help Desk. In the normal course of events the issue will be dealt with and rectified in line with the requirements laid out in the SLS. A Performance or Availability Failure for which a deduction can be made will only occur if rectification is not achieved within the stated Response and Rectification Periods. The PPPOP would not expect to see routine logging of calls but would want to be advised of any deemed failures to rectify the fault within the specified time, or anything that was impacting on Curricular or Service delivery.

**Letting Of Premises**

Normal Council policies and charges for the letting of premises, applies. However, Management Committees, if formed, have a role in this process. It is understood HLH will generally deal with lets but there needs to be an agreed process of local communication to ensure this all runs smoothly.

**School Day / Core Times**

As part of the contract, THC has agreed Core Times as follows –

**Facilities Area Mon – Fri Sat Sun**

Whole Facility School Days 0800 – 1800

Library, Fitness Room, Pool ) School Days 0700 - 2200

PE Areas (incl external) )

Stage/Hall and Street ) Non Sch Days 0700 – 2200 0900 – 1600 1000 – 1600

A **School Day** means each day that the Authority requires the use of the Facilities for the delivery of Community Services in any Academic Year. In terms of WDBFM there are 200 School Days, which includes in-set days.

**Use of Premises out-with Core Times**

Should access be required out with Core Times then HTs/CFR should make arrangements both with THC’s local FM Team and also with Sub-hub Co’s local FM team.

It is important when confirming use outside Core Times to:

1. Ensure that no building renovations or works are coinciding with the let. If such works are planned it is essential that the HTs/CFR and Contractor assess the impact of the works on the lessee and agree as necessary any changes in emergency evacuation or other procedures to ensure that all Health and Safety requirements are met.
2. Ensure that organisations using the building have appropriate third party insurance as set out in THC/HLH’s standard letting application.

Please note that ‘sleep-overs’ are not allowed in CLS facilities.

**Letting of Kitchen Areas**

A kitchen facility may be booked as part of a let but the facility must be run by THC’s (or THC’s appointed contractor) staff for the duration of its requirement and any costs incurred must be identified to the lessee prior to confirmation of the let.

**Responsibilities in Relation to Vandalism (Malicious Damage)**

Vandalism, or Malicious Damage (MD), is the wilful or malicious destruction or defacement of public or private property.

THC/HLH retains responsibility for vandalism. Costs incurred will require to be met from the school’s devolved/HLH budget although where vandalism is caused by an outside organisation using the premises then it should be possible to reclaim costs from that organisation’s insurances in line with the let conditions.

Where MD is to Sub-hubco’s building or equipment, Sub-hubco will deal with the repair in line with the SLS. A WDBFM – Malicious Damage Protocol giving details of how this will be manged forms Appendix 1. The important thing is that the HTs/CFR is notified very early in the process to allow them to deal with the matter immediately.

**Health and Safety**

Sub-hubco has responsibility for all Health and Safety issues relating to the fabric of the building. Sub-hubco also has responsibility for Health and Safety matters relating to Sub-hubco’s staff.

**Role of the HTs/CFR in Health and Safety Matters.**

The HTs/CFR has various responsibilities in relation to Health and Safety matters as outlined in their respective formal advice from Senior Management. In particular, the HTs/CFR has responsibility for ensuring that a contractor (Sub-hubco, GTFM, or any other contractor) goes about their business in a safe and reasonable manner where actions by that contractor may affect students, staff or public. It is important therefore when any contractor’s staff are carrying out their duties and particularly where these duties may affect modifications to the building or services that the HTs/CFR ensures that he/she is satisfied that work will be carried out in a safe manner for both the individual and for those groups of people for whom he/she has responsibility.

**Assistance from THC/HLH**

In carrying out the HTs/CFR’s Health and Safety responsibilities he/she may call upon the full resources of THC or HLH’s advisers. If assistance is required from Officers of other THC Services approaches should be made through the PPPPO. The exception to this is in the case of an emergency when the HTs/CFR should seek immediate help directly from the appropriate Service and inform the PPPPO at the first opportunity thereafter of the actions taken.

**Health and Safety Plans**

The HTs/CFR will be notified annually of Sub-hubco’s proposed maintenance schedule by the PPPPO. PPPPO will also inform the HTs/CFR timeously of any proposed building adaptations. The HTs/CFR will agree with the PPPPO and/or H&S Representative any Health and Safety Plan necessary to allow the works to proceed including, where necessary the cancellation of lets.

**School Security**

School security is generally the responsibility of THC/HLH. There are some items in relation to security systems which sit with Sub-hubco and these are detailed in the FM Interface Matrix- Appendix 2.

**Alterations to Building Fabric and/or Services**

The fabric of the building and appropriate services as contained in the WDBFM contract are the responsibility of Sub-hubco. On no account will the HTs/CFR or any staff member makes any adjustment to the building fabric or its services. Should such a requirement be needed the PPPPO must be notified and where appropriate a variation to contract and appropriate cost will be agreed. Prior to any such variation being agreed the budget from which such variations will be paid must be clearly identified.

**Responsibility for areas of the building used by the public**

The WDBFM contract is between THC and Sub-hubco. The HTs/CFR, as the local representatives retains responsibility for public areas including those which have been sub-let e.g. nursery areas or college/learning centre areas in the same way as if they were curricular parts of the school. Staff or other agencies occupying these areas should raise any issues relating to the Contract or Sub-hubco’s staff with the HTs/CFR. Such staff or agencies should on no account approach Sub-hubco directly as this may lead to additional costs falling on THC.

**Alcohol on School Premises**

The situation with regard to alcohol in Wick Community Campus is similar to that outlined in the CLS/HLH Policies for other Council Facilities and while there is nothing within the WDBFM contract which prohibits the sale of alcohol on the premises during a function the advice in the Policies should be followed.

In addition, agreement with Sub-hubco on food and drink in the venue in the facility is undernoted:

Food and drink should be kept to the foyer/dining areas.

If having food/drink in the venue/hall is unavoidable:

* The potential issue of damage to the floor by spilt liquids should be mitigated by the use of carpeting or suitable floor covering.
* Any additional cleaning costs for the venue/hall and Bleacher seating etc caused by spillage will be at the organiser/school/HLH cost.

**High Life Highland Staff** are employed by HLH and line managed by the CFR. They are required to comply with the WDBFM and any instruction given by HTs acting in their role as RPO.

**Nursery Staff** are employed by THC and are line managed by the Primary School HT. They are required to comply with the WDBFM and any instruction given by HTs acting in their role as RPO.

**College/External Staff**

Unless these are permanently based in the facility, then these staff should be treated as a let (unless they are deemed an external contractor). If these staff are based in the building on a permanent basis then they need to adhere to the facility rules and will be responsible to HTs/CFR as appropriate. They are required to comply with the WDBFM and any instruction given by HTs acting in their role as RPO.

**Use of premises by Local Doctors or Health Board**

In some establishments the medical room may be used by local doctors or Health Board for purposes other than treating school children. Any use of the premises for wider community medical purposes should be treated as a let and normal letting conditions will apply. The HTs/CFR should satisfy him/herself as to the arrangements made by the lessee with regard to use of the premises including disposal of clinical waste. They are required to comply with the WDBFM and any instruction given by HTs acting in their role as RPO.

**Catering and Cleaning Staff** are employed by THC but are supervised by the Cleaning & FM Manager. They are required to comply with the WDBFM and any instruction given by HTs acting in their role as RPO.

# External Contractors

Due to the requirements of the Construction, Design & Management (CDM) Regulations it is necessary that any external contractors attending the facilities are correctly managed. Responsibility for this is shown on the FM Interface Matrix and will require close cooperation at a local level. Contractors attending site are required to make arrangements in advance with the HT/CFR/RPO and the local FM teams. The safety of the facility users is tantamount as is the protection of the facility and access should be refused if contractors have not made the necessary prior arrangements.

# Building Users Guide

# Sub-hubco/GTFM will provide a Building Users Guide and this will be made available, once agreed.

# Facility Staff Booklet

A Facility Staff Booklet forma Appendix 3 and is intended for issue to THC/HLH and other permanent basedstaff using the facility.

**A Final Comment on Service Provision**

In general terms Sub-hubco are responsible only for those items which are agreed in the formal WDBFM contract, otherwise responsibility rests with THC/HLH. In simple terms if you took the building, turned it upside down and shook it – then anything remaining inside is Sub-hubco. Anything else is THC. There are exceptions such as floor coverings, CDT equipment and (most) smart boards. Who is responsible for equipment is detailed in the WDBFM contract – Equipment Responsibilities Matrix which is on THC’s web site at - <http://www.highland.gov.uk/downloads/download/1269/design_build_finance_and_maintain_dbfm_contract>

**The important thing for staff is generally to report things to the local Council janitors/FM Team in line with ‘normal’ local arrangements. If the matter is of a non-routine nature then staff should also contact their Line manager/supervisor and/or the School/High Life Highland (HLH) Office.**

These services must be provided to an agreed standard, as outlined in the SLS in the PA, otherwise financial penalties may be incurred by Sub-hubco.

The SLS can be found on the THC’s web site at – <http://www.highland.gov.uk/downloads/download/1269/design_build_finance_and_maintain_dbfm_contract>

# If you require further information or are in doubt about any aspect of WDBFM, please contact PPPPO.

**Wick Campus – DBFM – Malicious Damage Protocol – DRAFT APPENDIX 1**

**Introduction**

This note sets out our suggested approach for a protocol to address practical arrangements in the

event of Malicious Damage to the Facilities.

It is intended that this protocol would sit within Schedule Part 12 to the Project Agreement and would therefore have contractual status; however it is intended to be complimentary to and not conflict with

the provisions or timing of Clause 49A (Malicious Damage) and without prejudice to the rights of either party in respect of Clause 56 and Schedule Part 20 (Dispute Resolution Procedure).

Suggested drafting for consideration by and discussion with the Authority is as follows:

**Schedule Part 12**

**Annex [1] Malicious Damage Protocol:**

1. Application and Status of Protocol
2. The parties intend that this Protocol shall apply in the event of a Service Event relating to malicious damage to the Facilities. This Protocol is intended to be supplementary to Clause 49A and to provide further detail of information and processes and not to conflict with or override Clause 49A.
3. Participation by either party with this Protocol is without prejudice to their rights and obligations under the Project Agreement and is not intended to be binding on either party.
4. The parties intend that this Protocol should apply in the event the Authority or Project Co do not agree with:

i) a decision of the Authority’s Representative that the Service Event referred to in a

Malicious Damage Report was not caused by malicious damage of a party other than a

Project Co Party;

ii) a deemed decision by reason of non-response to a Malicious Damage Report by the

Authority’s Representative that the Service Event referred to in a Malicious Damage Report

was not caused by malicious damage of a party other than a Project Co Party;

iii) Project Co’s reasonable opinion that the non Rectification of a Service Event will or is likely

to materially increase the cost of performing the Services (including the cost of the

Maintenance Works or Lifecycle Replacement); and/or

iv) a claim by Project Co for costs of rectifying malicious damage.

1. Notification

a) Following the issue by Project Co of a Malicious Damage Report:

i) The Authority may request and/or Project Co shall be entitled to put forward for

consideration such further reasonable information or evidence to enable the Authority to make a better informed decision as to the responsibility for malicious damage;

ii) Where Project Co reasonably considers it may be relevant, the Authority shall on request by Project Co and having regard to the timescales of this Protocol, provide relevant information from or allow access to relevant security systems (and in particular CCTV recordings or images) for the purpose of establishing the cause of any malicious damage in order for Project Co to provide further information to the Authority pursuant to paragraph i) above.

Such information shall be provided as soon as reasonably practicable and in any event within

[48] hours of the Malicious Damage Report or as the parties may in good faith otherwise agree.

b) The parties agree that such evidence shall include (but not be limited to):

i) Good quality digital photographs of the damage, taken from appropriate angles and

identifying the time the photograph was taken. Where safe and practical to do so, such photographs should be taken prior to any work being carried out by Project Co.

ii) Where safe and practical to do so, damaged items shall be retained for inspection.

iii) CCTV records or images relevant to the malicious damage.

iv) Statements of any witnesses.

v) Records of visitors in the building.

1. Costs of rectification by Project Co.

Where Project Co claims costs pursuant to clause 49A, it shall:

1. Provide a substantiation of the cost on an open-book basis;
2. Reasonably demonstrate how the cost to the Authority has been minimised, such as by the use of existing labour resources, competitive quotes and appropriate timescales for carrying out the work;
3. Where practicable, agree with the Authority in advance the cost of rectifying the damage;

provided that Project Co shall not be required to compromise health and safety, security or increase its exposure to Deductions under Schedule Part 14 (Payment Mechanism) in so doing.

1. Fast Track DRP
2. Either party’s Representative may require the other to attend a meeting (on reasonable notice) to review all available evidence (and to establish any further evidence that is available or required) in respect of the malicious damage.
3. The Representatives shall seek to identify what matters of fact and cost can be agreed, and to identify and narrow down points on which there is disagreement.
4. Such matters that cannot be agreed within the meeting or within [24] hours thereof shall be escalated to:

i) In the case of the Authority:

ii) In the case of Project Co: an “A” Director (as defined in Project Co’s Articles of Association)

who shall meet within a reasonable time to review the matters referred to them by the respective Representatives and such evidence as either considers relevant.

1. Where agreement is not reached, the parties may agree further routes of escalation or referral to third parties as they consider appropriate.

Note: There are a number of options for further escalation which could be considered, however these

are probably already covered by the existing provisions of Schedule Part 20, specifically paragraph 3

(which has a wide remit to refer disputes to mediation on flexible terms) and paragraph 4 which sets out a 28 day process.

Appendix 2

**The Highland Council/Sub-hubco/GTFM**

**Wick Joint Campus**

**FM Interface Matrix V03 – Contract Working Document**

**November 2016**

This document outlines the interfaces between sub-hubco and the Participant for the 5 Design Build Finance and Maintain (DBFM) projects procured under the hub initiative.   
This document has been developed to inform all parties of their responsibilities and obligations in the new facilities.

Operational procedures and working practices shall be developed after Financial Close.

The component parts of the Participant are various groups within the Board, which could be Community Health (Care) Partnership (CH(C)P) and soft FM services or estates.

| **Item** | **Service Element** | **Sub-hubco** | **Participant** | **Notes/Comments** |
| --- | --- | --- | --- | --- |
| **A** | **Security, Fire & H&S** |  |  |  |
| 1. | Opening & closing of Project Facilities, ensuring all windows and doors are locked, lights out and all alarms set. |  |  | THC to agree at local level for each site. |
| 2. | Patrols & inspections including liaison with the Police & Participant/Health board where required. |  |  | THC shall carry this out. |
| 3. | Provision of key holder management & maintenance of records & issues etc. |  |  | Sub-hubco manage key suite.  THC responsible for operational use and cost of replacements. |
| 4. | Prevent unauthorised entry to Project Facilities & supervise all non-project facility users, FM Providers & visitors providing escort when required. |  |  | All parties to manage their own subcontractors when attending site.  All parties shall adhere to the THC Security Policy |
| 5. | Provide 24 hour emergency cover to attend to call out incidents & ensure access available for Participant Gritters. |  |  | THC to provide out of hours security/access cover  Sub-hubco response for SLS requirements |
| 6. | Develop & implement Emergency Procedures & health & safety systems. |  |  | All parties to adhere to THC policies eg H&S, Fire Safety.  Sub-hubco to develop policies and procedures to support their operational activity for each site. |
| 7. | Maintain site logs on security breaches, vandalism, visitors, maintain records of testing of security, CCTV & Intruder alarm systems. |  |  | Operational procedures rests with THC.  System checks is the responsibility of Sub-hubco.  All parties to share information where necessary. |
| 8. | Operate & test all alarm systems, CCTV, emergency & external lighting. |  |  | Sub-hubco has the principal responsibility for this.  Only Participant co-operation is required. |
| 9 | External lighting provision – hours required |  |  | THC responsible. |
| **B.** | **Grounds** |  |  |  |
| 1. | Keep exterior areas free from litter, debris & graffiti |  |  | Litter/debris is THC responsibility.  Graffiti – overlap with Malicious Damage (clause 49A of PA). |
| 2. | Empty external bins, clean & maintain odour free. |  |  | THC responsibility |
| 3. | Salt/grit paths to maintain access within the boundaries to facilities. |  |  | THC responsibility. |
| **C.** | **Cleaning** |  |  |  |
| 1. | Maintain cleanliness of foyer & toilets. |  |  | THC responsibility. Reactive cleaning requirement to be determined through local policy development supporting THC Cleaning Specification |
| 2. | Deal with reactive cleaning requirements such as sickness & spillages. |  |  | As above – Ref bodily fluids spillage policy |
| 3. | Ensure building free from accumulations of litter. |  |  | THC responsibility |
| 4. | Routine daily cleaning duties. |  |  | THC responsibility |
| 5. | Prepare wooden floors for strip & seal |  |  | THC responsibility |
| **D.** | **Porterage & Storekeeping** |  |  |  |
| 1. | Porterage of all participant/project facility equipment, and management of project facility mail, stationary etc. |  |  | THC responsibility |
| 2. | Set out furniture and equipment etc |  |  | THC responsibility |
| 3. | Maintain FM inventory of materials & equipment |  |  | Each party maintains own records |
| 4. | Receipt of goods & stores |  |  | THC responsibility |
| **E** | **Building Maintenance & Handyman Duties** |  |  |  |
| 1. | Log, manage & direct contractors on site |  |  | Each party manages their own contractors |
| 2. | Ensure works carried out meets the requirements of the output specification. |  |  |  |
| 3. | Maintain property register & records of all Defects & Defects completion |  |  |  |
| 4. | Liaise with appropriate maintenance personnel |  |  |  |
| 5. | Attend to & make safe until full repair can be actioned |  |  |  |
| 6. | Carry out PAT/FIT testing |  |  | Each party tests their own equipment |
| 7. | Ensure equipment is safe & fit for purpose |  |  | Each party manages their own equipment |
| 8. | Carry out regular building inspections |  |  |  |
| 9. | Replace door ironmongery, coat hangers, wall mounted bins. |  |  |  |
| 10. | Lubricate hinges & runners, tighten screws, replace feet etc on doors & furniture |  |  |  |
| 11. | Ensure door closures are functioning, repair as needed. |  |  |  |
| 12. | Replace paper & soap dispensers |  |  | THC responsibility |
| 13. | Attend to broken windows & board if required. Sub-hubco to replace |  |  |  |
| 14. | Assemble (THC) & erect shelving, kit furniture (THC) & pin boards as requested. |  |  | Shared responsibility between sub-hubco and THC.  Sub-hubco responsible for “fixed” furniture only. |
| 15. | Minor repairs to floor coverings (Vinyl tears, carpet tiles) |  |  | All floor coverings responsibility of THC |
| 16. | Repairs to specialist floor finishes (sprung, terrazzo etc) |  |  | All floor coverings responsibility of THC |
| 17. | Paint over graffiti on internal surfaces |  |  |  |
| 18. | Make good graffiti on external surfaces |  |  | Shared responsibility between all parties. |
| 19. | General Internal painting to small areas |  |  | THC responsibility |
| 20. | Major Internal redecorations works |  |  | THC responsibility |
| **F** | **Heating/Plant operation** |  |  |  |
| 1. | Operate and maintain heating plant |  |  |  |
| 2. | Provide specialist training on all plant & equipment |  |  | Pool / Catering Elements THC responsibility |
| 3. | Monitor, test & maintain hot & cold water supply |  |  | Pool / Catering Elements THC responsibility  Sub-hubco responsible for ensuring test is complete  THC interface with flushing with Sub-hubco re Duty Holder & log book etc |
| 4. | Repair & maintain heating plant |  |  |  |
| 5. | Record fuel consumption & comply with energy saving policies |  |  |  |
| 6. | Minor maintenance & repair to systems to include:  Bleed radiators - Adjust TRV’s - Reset Plant. |  |  |  |
| **G.** | **Plumbing & DH&C Water Systems** |  |  |  |
| 1. | Maintenance & repair to systems |  |  |  |
| **H.** | **Electrical Systems** |  |  |  |
| 1. | Replace lamps, tubes, starters as the case may be |  |  |  |
| 2. | Replace fuses in plugs and change plugs etc |  |  | Accepted PAT/FIT Equipment only by Sub-hubco.  Staff Equipment and Pool / Catering Elements THC responsibility |
| 3. | Reset trip switches |  |  |  |
| **I** | **Pool Systems** |  |  |  |
| 1. | Carry out daily PH & Chlorination and micro-biological levels and general monitoring of water quality and system operation |  |  |  |
| 2. | Monitor Pool temperatures |  |  | Sub-hubco monitor Pool Temperature via BMS.  THC monitor other factors |
| 3. | Maintain & repair Pool plant and filtration systems |  |  | Sub-hubco responsibility |
| 4. | Maintain & repair Pool equipment for day to day running |  |  | THC responsibility |
| 5. | Maintain cleanliness of Pool side area |  |  | THC responsibility |

**CLEANING INTERFACE MATRIX**

| **Item** | **Service Element** | **Sub-hubco** | **Participant** |  |
| --- | --- | --- | --- | --- |
| **A.** | **Planned Daily Cleaning** |  |  |  |
| 1. | Maintain clean & tidy environment in all areas to meet the standards set out in the output specification & as a minimum in line with the BICS to include: Hard & Soft Floor coverings, barrier matting, Skirting, doors etc - Loose & Fixed Furniture & Equipment  Food preparation areas - Internal Glass, Mirrors - Toilets  Paintwork & walls  Fitments  Ceilings  Waste Receptacles |  |  | THC responsibility.  Delivered by THC to the standards outlined in the THC Cleaning Services Specification. |
| 2. | Provide all cleaning consumables |  |  |  |
| 3. | Manage all cleaning materials in accordance with the COSHH regulations |  |  |  |
| 4. | Provide all cleaning supplies – storage |  |  | THC responsibility re provision of cleaning supplies. |
| **B.** | **Reactive Cleaning** |  |  |  |
| 1. | Attend to all spillages & other emergency cleaning during & after Core Hours as required. |  |  | THC responsibility |
| **C.** | **Periodic/Cyclical Cleaning** |  |  |  |
| 1. | Deep cleaning including:  Carpets/floor finishes  Tables  Soft furnishings  Curtains/blinds  Walls & ceilings  Radiators & pipe work etc  Equipment |  |  |  |
| 2. | Hygiene cleans to toilet facilities |  |  |  |
| 3. | Deep cleans above 2m |  |  |  |
| 4. | Window cleaning external & internal |  |  |  |
| 5. | Removal of Waste to a central point of collection. (Uplift by Participant) |  |  |  |

**GROUNDS MAINTENANCE INTERFACE MATRIX**

| **Item** | **Service Element** | **Sub-hubco** | **Participant** |  |
| --- | --- | --- | --- | --- |
| **A** | **Soft Landscaping** |  |  |  |
| 1 | Maintain all Grass Areas including sports pitches to the heights set out in the output specification. |  |  |  |
| 2 | Synthetic Pitch maintenance |  |  | Sub-hubco responsible for Floodlights only |
| 3 | Maintain hedges, bushes, flower beds and edgings to include pruning, weed & moss control and maintenance |  |  |  |
| 4 | Provide tree maintenance/surgery |  |  |  |
| 5 | Remove leaves and litter from all hard & soft areas |  |  |  |
| 6 | Lining out of grass pitches as required for different sports activities. |  |  |  |
| 7 | Porterage associated with soft Landscaping |  |  |  |
| **B** | **Hard Landscaping** |  |  |  |
| 1 | Roads & Pathways sweeping and cleaning including gullies, gutters, signage etc. |  |  |  |
| 2 | Supply of Grit & Salt |  |  |  |
| 3 | Snow and Ice clearance |  |  |  |
| 4 | Maintain & Repair all hard standings including, roads, pathways, car parks |  |  |  |
| 5 | Maintain Boundary walls, fencing, external furniture and signage. |  |  | THC responsible for Synthetic Pitch fencing |
| 6 | Maintain & Repair external lighting |  |  |  |
| 7 | Maintain & Repair external drainage infrastructure |  |  |  |
| 8 | All External Equipment |  |  |  |
| **C** | **Play Areas** |  |  |  |
| 1 | Maintain and repair hard standing in play areas and playground. |  |  | Sub-hubco responsibility |
| 2 | External Equipment |  |  | THC responsibility |

**WASTE MANAGEMENT INTERFACE MATRIX**

| **Item** | **Service Element** | **Sub- hubco** | **Participant** |  |
| --- | --- | --- | --- | --- |
| **A** | **Waste Management** |  |  |  |
| 1 | Remove waste to central compound |  |  |  |
| 2 | Clean & Maintain Waste Compound |  |  |  |
| 3 | Separation of waste to comply with Recycling policy |  |  |  |
| 4 | Security & Fire protection measures |  |  |  |
| 5 | Uplift from central compound |  |  |  |
| 6 | Supply of bins to comply with participant waste and recycling policy |  |  |  |
| 7 | Development of waste policy |  |  |  |

**ENERGY & UTILITIES MANAGEMENT INTERFACE MATRIX**

| **Item** | **Element** | **Sub-hubco** | **Participant** |  |
| --- | --- | --- | --- | --- |
| **A** | **Energy & Utilities Management** |  |  |  |
| 1 | Actual cost of utilities (Tariff Risk) |  |  |  |
| 2 | Payment of the actual Utility Charges i.e. utilities invoices. |  |  |  |
| 3 | During the Contract Period, both parties shall use all reasonable endeavours to mitigate and minimise its use of Utilities at the Project Facilities at all times. |  |  |  |
| 4 | The Authority shall be responsible for the Utility Charges throughout the Normalisation Period excluding those for which Sub-hubco would be responsible i.e. Third Party use, installation of additional contractor load/equipment etc |  |  |  |
| 5 | Any payment due from Sub-hubco to the Authority or from the Authority to Sub-hubco shall be included in the Monthly Invoice following the Reconciliation Statement being agreed. |  |  |  |
| 6 | Standing Charges i.e. meter rents etc |  |  |  |
| 7 | Surface Waste Water costs |  |  |  |
| 8 | Sewage Costs – Based on consumption (Scotland) |  |  |  |
| 9 | Changes to operational hours |  |  |  |
| 10 | Changes in use |  |  |  |
| 11 | Introduction by the Authority of new equipment |  |  |  |
| 12 | Energy conversion plant, distribution systems and energy using equipment to be correctly maintained to avoid energy and water wastage |  |  | Each party manages their own equipment |
| 13 | Set thermostats to the desired room temperature and check their settings regularly. |  |  | Sub-hubco at handover. |
| 14 | Unnecessary opening of windows during the heating season |  |  |  |
| 15 | Unnecessary use of lighting during daylight hours and no failure turn off lights when rooms are no longer in use. Switch off lights when leaving room for more than ten minutes and at the end of the day. |  |  |  |
| 16 | Switch off electrical appliances, including computers, printers and photocopiers, when not in use. |  |  |  |
| 17 | Utilities used for provision of catering |  |  |  |
| 18 | Change in project days and or hours |  |  |  |
| 19 | Putting furniture in front of heaters/radiators/ventilation grills unless the heaters are designed to allow this. |  |  |  |
| 20 | Climate Change Levy or any future energy taxes/levies |  |  |  |
| 21 | Where one utility is replaced by another utility e.g. gas to biomass |  |  |  |
| 22 | Material change to the utilisation of the facility to the extent that it can be demonstrated with reference to the base year occupation records or assumptions which leads to a increase or decrease in consumption |  |  |  |
| 23 | Designs to reflect the Authority Requirements in relation to Design Energy Targets |  |  |  |

# Appendix 3

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Care & Learning Service

**Wick Community Campus**

Facilities Provision & Management

**Facility Staff Booklet**

**The Design, Build and Maintain (DBFM) Approach**

1. **What is a DBFM?**

DBFM is a project which is carried forward in partnership between the Highland Council (THC) and the private sector. In the case of the private sector, normally a construction company, a bank and perhaps a facilities management provider form a consortium to take the project forward and look after it for a specified period – in the case of WDBFM until September 2041 (so about 25 years from going operational. Facilities Management (FM) companies are companies which look after building maintenance, cleaning, grounds maintenance etc.

In our first PPP (PPP1), the consortium is called Community Schools (Highlands) Ltd. The construction company was M J Gleeson, and the facilities management company is Mitie PFI.

In PPP2, Alpha Schools (Highland) Ltd is the consortium. The construction companies were Morrison Construction Ltd and Tullochs (became Rok). The facilities management company is Mears Facilities Management Ltd.

In WDBFM, the consortium is Hub North Scotland (Wick) Ltd (referred to as Sub-hubco), the construction company is Morrison Construction Ltd and the facilities management company is Galliford Try FM (GTFM).

The PPP1 and PPP2 contracts are available on the THC web site at -

<http://www.highland.gov.uk/info/893/schools_general_information/25/modern_school_buildings_programme/8>

The WDBFM contract is available on the THC web site at -

<http://www.highland.gov.uk/info/893/schools_general_information/25/modern_school_buildings_programme/4>

1. **What is the role of the consortium in our DBFM?**

The consortium builds the facilities paying all capital costs and will then generally maintain the building for the life of the contract. THC pays the consortium an annual sum of money for the use of the building and for those maintenance requirements. This annual sum of money is known as the “Annual Service Payment”.

The major difference between WDBFM and the exiting PPP projects is that in the latter the consortium is responsible for a full FM service which includes cleaning, ground care and maintenance of all furniture as defined in the contract. In WDBFM, the consortium is only responsible for Life Cycle and ‘hard’ FM of certain aspects of the building.

1. **What happens to the facility at the end of the contract period?**

At the end of the contract period THC will own the buildings.

1. **Service Provision**

In general terms Sub-hubco are responsible only for those items which are agreed in the formal contract, otherwise responsibility rests with THC and/or High Life Highland (HLH). In simple terms if you took the building, turned it upside down and shook it – then anything remaining inside is Sub-hubco. Anything else is THC/HLH. There are exceptions such as floor coverings, CDT equipment and (most) smart boards. Who is responsible for equipment is detailed in the WDBFM contract – Equipment Responsibilities Matrix which is on THC’s web site at - <http://www.highland.gov.uk/downloads/download/1269/design_build_finance_and_maintain_dbfm_contract>

If you require further information on this, please contact your Line Manager/supervisor.

**The important thing for staff is generally to report things to the Council’s janitors/FM team in line with ‘normal’ local arrangements.**

If you feel an item is not of a routine nature (e.g. Health & Safety or is seriously affecting curricular or service delivery you should also notify your Line manager/supervisor.

These contractual Services must be provided to an agreed standard, as outlined in the Service Level Specification (SLS) in the Project Agreement, otherwise financial penalties may be incurred by Sub-hubco.

The SLS can be found on the THC’s web site at – <http://www.highland.gov.uk/downloads/download/1269/design_build_finance_and_maintain_dbfm_contract>

Generally, THC/HLH is responsible for –

**Grounds Maintenance**

**Janitorial Services**

**Cleaning**

**Life Cycle & Maintenance of its equipment**

**Implications**

* Requests for services and notification of default in service provision has to be channelled via the Council’s janitors/FM team and staff there will receive training and be able to contact the appropriate people to deal with the issue.
* The staff supplying the services in respect of WDBFM are employed by GTFM on behalf of Sub-hubco. Any issues relating to their conduct should be reported to your Line Manager/supervisor.

**These staff have no responsibility for the supervision of children**.

1. **Letting of Premises**

Normal Council policies and charges for the letting of premises, applies. However, Management Committees, if formed, have a role in this process. It is understood HLH will generally deal with lets but there is a process for local communication to ensure this all runs smoothly.

**School Day / Core Times**

As part of the contract, THC has agreed Core Times as follows –

**Facilities Area Mon – Fri Sat Sun**

Whole Facility School Days School Days 0800 – 1800

Library, Fitness Room, Pool ) School Days 0700 - 2200

PE Areas (inc. external) )

Stage/Hall and Street ) Non School Days 0700 – 2200 0900 – 1600 1000 – 1600

A **School Day** means each day that the Authority requires the use of the Facilities for the delivery of Community Services in any Academic Year. In terms of WDBFM there are 200 School Days, which includes in-set days.

**Note – just because a let is within Core Times it may still be necessary to submit a ‘let’ through the normal process. You should check with the school/HLH office.**

**Use of Premises out-with Core Times**

Should access be required out with Core Times then staff should speak to the School/HLH office in the first instance. ‘Sleep-overs’ in school facilities are not allowed.

1. **Alcohol & Food on School premises**

The situation with regard to alcohol and food in Wick Community Campus is similar to that outlined in the CLS/HLH Policies for other Council Facilities and while there is nothing within the WDBFM contract which prohibits the sale of alcohol on the premises during a function the advice in the Policies should be followed.

In addition, agreement with Sub-hubco on food and drink in the venue in the facility is undernoted:

Food and drink should be kept to the foyer/dining areas or other areas as approved by the HTs/CFO.

If having food/drink in the venue/hall is unavoidable:

* The potential issue of damage to the floor by spilt liquids should be mitigated by the use of carpeting or suitable floor covering.
* Any additional cleaning costs for the venue/hall and Bleacher seating etc. caused by spillage will be at the organiser/school/HLH cost.

If in doubt you should contact your Line Manager

1. **Service Provision and You**

You should be able to take the service provision for granted and should only be concerned with it when there is an obvious shortfall e.g. a repair is required – property maintenance or if cleaning is inadequate, or when you require a particular service at a particular time e.g. there is a spillage which is hazardous, or if you need the Janitor to lay out a room.

In these instances your only action need be to contact the School/HLH Office and it should be taken on from there.

There are certain operational procedures which you will be required to follow. Most importantly these relate to

**Security Systems**

**Emergency Evacuation Procedures**

There will be programmes of induction in these aspects of the facilities operation.

1. **Reporting a problem**

If you have a problem or complaint relating to the provision of services or if you have a service request e.g. relating to janitorial services you should follow the ‘normal’ local procedure contact the Council janitors detailing -

* name
* location
* nature of problem/request
* location of zone affected by failure

They will then contact the appropriate people for action/response.Training will be given to relevant staff in the operation of the GTFM Help Desk.

If you feel the matter is of a non-routine nature you should contact your Line manager/supervisor.

1. **Monitoring and Review**

The Services and Service Standards are as laid down in the SLS, which is part of the WDBFM contract with Sub-hubco.

They will be subject to regular formal monitoring and review. If you have suggestions to make for changing the service provision, you should have these brought to the attention of the School/HLH office.

1. **Vandalism (Malicious Damage)**

Vandalism, or Malicious Damage, is the wilful or malicious destruction or defacement of public or private property.

Recording Vandalism – Staff and building users are expected to contact the Council janitors/FM Team and also notify the School/HLH office in the first instance if an act of vandalism is encountered. Staff are expected to do what is accepted in the facility as the normal procedure.

Repairing Vandalism – Sub-hubco will repair / clean as required, and will discuss with the Head Teachers/Community Facilities Manager whether each reported incident is indeed an act of vandalism. A formal process has been agreed in respect of this.

1. **Wall Fixings**

Sub-hubco has no objection to items being fixed on walls on the basis that, for Health & Safety reasons, a proprietary fixing system is used and the installation is undertaken by a qualified person.

Loose and/or tattered papers can present a fire risk and so use of proper noticeboards of appropriate style for their location is encouraged, along with their good management. Fitting of new notice boards is a ‘Change’ to the DBFM contract and if there is a requirement for any new notice boards you should contact the HTs/CRF in the first instance.

There is also no objection to the use of drawing pins to fix drawings, notices etc. to walls provided the extent of use is reasonable. The repair of these surfaces, however, would have to wait until scheduled lifecycle. If this is required you should seek approval from the HT/CFO in advance.

The use of ‘Bluetack’ and ‘sellotape’ etc.’ is not permitted as it perishes and also stains walls becoming more difficult to redecorate.

# External Contractors

Due to the requirements of the Construction, Design & Management (CDM) Regulations it is necessary that any external contractors attending the facilities are correctly managed. Responsibility for this is shown on the FM Interface Matrix and will require close cooperation at a local level. Contractors attending site are required to make arrangements in advance with the HT/CFR/RPO and the local FM teams. The safety of the facility users is tantamount as is the protection of the facility and access should be refused if contractors have not made the necessary prior arrangements.

# If you require further details on any of the above information or on any aspect of the WDBFM, please contact your Line Manager/supervisor in the first instance.