

(d) In handling the instructions of the Client, the Company shall comply with the following, which shall be regarded as minimum standards.

(i) All relevant legislation, rules and regulations:

(ii) The best professional practices;

(iii) Code of Business Conduct of the Company as it applies to the Client.

(e) The Client acknowledges that the Company owes a corporate duty to the County Council to ensure that all schemes and projects commissioned by the Client provide value for money. It may on occasion be necessary for the client to provide a service justification and option appraisal.

5 Payment for Services

(a) The charges for services which are the subject of this Agreement shall be in accordance with the Schedule of Fees and Charges set out in this Agreement.

(b) The Client accepts that by virtue of the nature of their existing relationship part of the account will comprise general time allocated to him by the Company under general consultancy codes. The Company undertakes to meet all reasonable requests by the Client to substantiate the level and cost of such allocation.

6 Co-ordination and Communication

The Account Manager will be agreed prior arrangement with the Client he will:-

(i) meet the Client once every half term during normal office hours, to discuss the services provided, and to review the operation of this Agreement.

(ii) work with the Client to establish the nature and relative priority of works to be undertaken by the Company.

(iii) agree the fields of work and fee rates with the Client.

(iv) (a) establish with the Client appropriate casework monitoring procedures

(b) co-ordinate the services provided by the Company, and monitor the same

(c) liaise with others in the Company on the instruction of other service providers

(d) respond to requests from the Client for information about planned and existing work

The Company will nominate a Project Manager for each commission. The Project Manager will take direct responsibility for the project in partnership with the Client's representative.

7. Disputes

Disputes of whatever nature arising from this Service Level Agreement shall be subject to the following reconciliation process. Progressive stages may be instituted by either party.

Stage 1 - Direct between the Client and Account Manager

Stage 2 - Direct between the Client and the Director of Maintenance and Minor Works

Stage 3 - Direct between the Client and Managing Director

8 Review

The parties may review the operation of this Agreement and amend its provisions by mutual agreement at any time, save that Company charges shall only be reviewed,

as appropriate, once at the beginning of any one financial year (1st February).

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SECTION 2 – SERVICES, FEES and CHARGES

LEVEL 1 ADVICE

The services provided in this Section deal with advice on the maintenance and repair of premises.

Namely:

1.1 To provide appropriate staff to give advice by telephone and / or from time to time attend on site and deal with emergencies during normal working hours (i.e. 9.00 am to 5.00 pm Monday to Friday, excepting Bank Holidays).

1.2. To advise on the preparation of the annual maintenance budget to meet the obligations and works required to maintain the buildings in good and safe condition.

1.3 To provide the Client with the telephone number of technical staff within the Company who may be called upon in the event of an out-of-hours emergency.

Advice will generally be given by telephone, but if required, officers will attend site to provide guidance and to co-ordinate all necessary works - including giving instructions on the Client's behalf to render the premises safe, secure and watertight. This service will incur additional time charges @ 1.5 times hourly time charge rate with a minimum fee of **£100.00** per call.

1.4 The fee for these services will be calculated on the pupil numbers at an individual school with a base date of September 2007, and as follows:

Primary

up to 100 pupils **£300.00**

between 101 and 210 pupils **£400.00**

over 210 pupils **£500.00**

Secondary

up to 700 pupils **£900.00**

between 701 and 1450 **£1200.00**

over 1450 pupils **£1500.00**

1.5 The charges will be invoiced in May of each year

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LEVEL 2 DAY TO DAY MAINTENANCE

The service provided in this section is to deal with all unforeseen maintenance work to buildings or services installations - i.e. maintenance or repairs of an unplanned nature.

2.1 As appropriate, to prepare specifications and drawings, receive quotations or tenders, confirm details for the school to raise an order, monitor works in progress and agree the accounts, which are to be settled by the school, for all repairs and maintenance work required by the Client.

2.2 The fee for this level of service will be **20%** of the total value of works ordered excluding VAT.

2.3 The services of a consultant Structural Engineer if required would incur an additional

cost plus an NPS South West Ltd management charge of **£25.00**

2.4 Also if it is necessary to undertake an intrusive asbestos survey this will incur additional specialist consultancy cost plus an NPS South West Ltd management charge of **+5%** with a minimum of **£50.00** and a maximum of **£500.00**

2.5 Works will, where required, be carried out in compliance with the CDM 2007(Construction, Design and Management Regulations 2007)

2.6 The fees will be invoiced on a quarterly basis

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LEVEL 3 PROGRAMMED MAINTENANCE WORKS: IMPLEMENTATION OF ANNUAL MAINTENANCE PROGRAMME

The service provided in this section is to deal with all programmed maintenance works to

buildings and services installations.

3.1 To prepare specifications and drawings, receive tenders, place orders, monitor works in progress and agree payment of accounts for all repairs and maintenance work detailed in the Client's Maintenance Programme.

3.2 If so required, to monitor expenditure against agreed budgets and spending profiles and give advice on progress and any corrective measures which may be necessary to achieve the pre-determined spending profile.

3.3. The fee for this level of service will be **8.9%** of the total value of works ordered excluding VAT.

3.4 The services of a consultant Structural Engineer if required would incur an additional cost plus an NPS South West Ltd management charge of £25.00

3.5 Also if it is necessary to undertake an intrusive asbestos survey this will incur additional specialist consultancy cost plus an NPS South West Ltd management charge of +5% with a minimum of £50.00 and a maximum of £500.00

3.6 Works will, where required, be carried out in compliance with the CDM 2007(Construction, Design and Management Regulations 2007)

3.7 The fees will be invoiced on a regular basis throughout the life of the project.

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LEVEL 4 MINOR WORKS (NON MAINTENANCE)

The service provided in this section is to deal with minor adaptations to existing school buildings including small extensions and changes to the services installations, which are not maintenance works.

4.1 To meet with the Clients and advise on the practicalities of the project.

4.2 To assist the Client with the formulation of a project brief and develop the design for the project - Feasibility Study. The feasibility study will comprise a written feasibility report, sketch drawings, preliminary cost estimate and a design/construction programme. The study will be complete to enable the client to make a decision whether to commit to invest in the project.

4.3 To prepare specifications and drawings, obtain planning consent, building regulation approval, receive tenders, monitor works in progress, ensure that works are carried out in compliance with the terms of the contract and agree payments of accounts.

4.4 To monitor expenditure against an agreed budget and spending profiles and give advice on progress and corrective measures, which may be necessary to achieve a pre-determined spending profile.

4.5. The fee for this work will be in accordance with our standard fee per commission as set out in the table below.

Description Standard Fee

First 2 hours No Charges

