



# **Service Level Agreement 2023-2024**

**Southampton Schools**

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**Term Servicing**

## 1. INTRODUCTION

Southampton City Council (“the City Council”), its building users and tenants all have legal responsibilities for the management and administration of property related statutory inspections, compliance testing, and servicing activities.

To assist Schools to demonstrate they are meeting their legal responsibilities the Council offer a choice of two SLA’s; a basic SLA and an enhanced SLA, the differences in service levels are given below.

The term of the current SLA’s will expire at the end on 31<sup>st</sup> March 2023. The City Council is pleased to offer Schools these services again for a 12 month period from 1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2024.

The purpose of the services is to seek to ensure that the assets at each property are serviced and maintained as part of a regime that ensures compliance testing and service levels etc. meet statutory requirements, SCC’s Safe Working Procedures (SWP), Property Management Handbook, best practice and reduce School’s risk of exposure to sanctions for breaching legal, contractual and health and safety liabilities.

Schools should therefore familiarise themselves with the differences between the basic and enhanced term servicing SLAs before identifying which best meets its needs.

### KEY DIFFERENCES BETWEEN THE BASIC AND ENHANCED TERM SERVICING SLAS

Schools are invited to opt into either the basic or enhanced Term Servicing SLA’s, the choice depending on the amount of responsibility the School wishes to retain.

#### Basic SLA :

within this SLA schools will be responsible for arranging compliance testing, which will include procurement of appropriately qualified contractors, managing the contractors, ensure that certificates, records of inspection etc. are forwarded by the required due date to Property Division for uploading on to the corporate data base – Keystone

The school will be responsible for ensuring that any remedial requirements are promptly actioned and manage to completion and for forwarding to the Property Division for any retest etc.

To achieve the above the Responsible Person in the school must have the required range of competency and ability to manage compliance testing etc. directly or appoint other to do so.

#### Enhanced SLA:

Schools can sign up to the enhanced Term Servicing SLA, which would include arranging and managing all statutory servicing, testing and inspecting of fixed plant & building services for a fee of approximately £550. As part of this agreement, you would also have access to our Property Division Helpdesk (02380 833211) to request day to day reactive repairs, and our repairs and maintenance team would manage these for you once these have been raised against the schools cost centre. This also entitles you access to our in-house expertise in relation to Mechanical &

Electrical Engineers, Architects, Project managers, Structural Engineers and Valuations. If this is something that you would be interested in exploring further, please let us know.

Property Division will arrange for suitably qualified contactors to undertake the test, inspections etc.

Property Division staff will manage and monitor the performance of such contractors. They will also ensure all test certificates, inspection certificates and the like are forwarded by the contactor and logged on Keystone.

If faults are identified the school can instruct Property Division to progress the repair. SCC's term servicing contractor will be the council's contractor of choice.

Should a repair require more complex or extensive input and the attendance of a technical officer is necessary, nominal supervision charge may be applied. It is anticipated minor repairs will be well within the competence of the contractor and will require only minimal input and direction from Property Division.

We believe there are clear benefits to Schools in taking the enhanced option, the majority of all compliance testing and term servicing activity are managed within the SLA.

The need for the school to procure competent contractors, have someone with relevant qualifications and technical competency will be SCC's responsibility. This not only saves the school the burden of ensuring a compliant procurement process is undertaken but also the required level of competency is ensured.

As part of the service delivery Property Division will ensure administration of the required certificates, they are logged and managed on the data base – Keystone held by the City Council on the School's behalf. A technical or professional officer would be available to discuss any issues with the school.

We believe using this approach enables the City Council to support the Schools by:

- managing compliance centrally
- Providing access to Keystone so that the Schools fully understand where they are in terms of meeting their responsibilities and obligations.
- Opting into the enhanced term servicing SLA will significantly reduce the activities that a School will be required to undertake in order comply with its Health and Safety obligations.
- Should the school so wish, they can add to this SLA testing schedule test they currently undertake, such addition may generate an additional modest charge

The respective responsibilities of the Schools and City Council under the basic term servicing service options are set out **Annex A** of this SLA.

## **CONSIDERATIONS WHEN DECIDING WHETHER TO OPT INTO THE TERM SERVICING SLAS**

The City Council delegates to the School Governing bodies and Head Teachers (as the Responsible Person) the duty (in managing the School's budget share) to take necessary actions to comply with all health and safety legislation, City Council policies (including meeting requirement, arrangements) for managing Health and Safety and meeting the requirements of relevant Safe Working Procedures set by the City Council, including the procurement, management and administration of term servicing activities.

The enhanced and basic term servicing SLAs are structured to assist the School in adhering with their term servicing duties and enable the majority of City Council test and the necessary inspection records to be held through Keystone.

This will lead to a reduction in the number of onsite compliance audits taking place at a School.

The City Council will undertake a programme of Health and Safety audits and for those Schools who choose not to opt into either the basic or enhanced term servicing SLAs, these audits will also involve on-site audits of term servicing arrangements to verify records of test and inspections.

If evidence of non-compliance is found, this may result in the City Council asking the School to address anything that does not comply with health and safety legislation from service or may request that remedial action is taken immediately.

Should there be a failure to comply the City Council will take necessary action to remedy any failure and recharge the cost of all such remedial action to the School's budget in accordance with clause 5.15 and section 7 of the City Council's Scheme for Financing Schools.

Where a School chooses to opt out of City Council provided SLA, it is the responsibility of the School to ensure they have suitable provisions and systems in place for the management and administration of term servicing, statutory tests and inspections and best practice obligations.

When selecting providers for such services, maintained Schools must adhere to the City Council's Financial and Contracts Procedure Rules (as set out in chapter one of the Schools' finance manual) including following the principles of Best Value contained within the Scheme for Financing Schools. The Contracts Procedure Rules provide, amongst other things, the procurement routes that must be followed by Schools according to the value of the services or supplies being sought.

Where schools opt to take full responsibility for procuring and managing servicing and testing etc., the City Council require Schools to 'self-certify', on an annual basis, using the Certificate of Compliance at **Annex B** of this service specification.

As part of the process to evidence a school has systems etc. in place, auditing of compliance testing etc. will be as indicated above.

In submitting this certificate a school is confirming it is meeting all the compliance testing etc. referred to previously.

The certificate to be forwarded to:

Head of Property Division  
Southampton City Council  
Civic Centre  
Southampton

By the deadline date for SLA responses.

Further information can be found on the [procurement intranet site](#).

## **CHANGES IN SCHOOL STATUS**

If during the agreement period the School intends to change its legal status, to, for example, an Academy, it shall give the City Council notice in writing of such intention to change its status as soon as possible (and in any case before doing so). The service delivery can continue if the academy wish to.

Upon transfer, the SLA agreement (currently between the School and the City Council) will become a contract between the academy and City Council for the remaining service period. Documentation formalising this will be issued alongside other transfer documentation at the time of transfer.

For the avoidance of doubt, Schools will not be entitled to receive a refund if they choose not to continue to receive the services as a result of transfer to academy status (or for any other reason) during the duration of the agreement.

## **2. SERVICE PROVISION – GENERAL**

**Customer Liaison** – the School Liaison Officer identified in Appendix 1 will act as the single point of contact for Schools and will answer queries or concerns regarding the services provided in accordance with this SLA

**Customer Care** – the City Council is strongly committed to providing its customers with a service of the highest quality. It operates a code of conduct for its staff and contractors which is set out in section 6.

**Customer Satisfaction** – in order to ensure that a good service is being provided it is important that shortfalls and incidents that are below reasonable standards are reported and investigated. Schools are asked to contact the designated School Liaison Officer where an incidence of none performance requires immediate attention or wish to discuss other aspects of service delivery.

**Operational** – Term servicing compliance administration will be provided using Keystone. Keystone is a database, and all appropriate compliance certificates will be uploaded into this. The School will be given read only access to the database to enable them to check and audit their compliance.

**Financial** – Budget management and control will remain the obligation of the School and all services will be procured and managed by the School.

Property Division wish to offer to join with schools in assessing their property related needs and issues. Towards this end, Asset Management Meetings are to be offered to all schools.

**Contractor Compliance** – if a school chooses to take full responsibility for its term servicing etc., it is the School who is responsible to ensure the procurement and management of the compliance programme meets the required standards.

It is the responsibility of the School to ensure that all delivery contractors are procured in line with the City Council's Contract Procedure Rules, Safe Working Procedures and other legislative requirements.

**Training** – appropriate training to enable Schools to complete elements of compliance which are their responsibility (illustrated in the Compliance Matrix), either on site or centrally, will be offered at an additional charge as set out in the Return Form entry for your school.

Any or all of these test can be brought within the SLA delivery, however it is thought that most would be more economically delivered by the school.

### **3. TERM SERVICING INSPECTIONS AND TESTING PROGRAMME: SCHOOL MANAGED PROCESS**

This service provides for administration (using Keystone), of the data provided to the City Council by the School to evidence that the School has met its responsibilities in the completion of the annual programme of servicing, testing and inspection to comply with the City Council's policy, statutory requirement and best practice requirements as set out in the City Council's SWP Property Management Handbook (Version 5 - August 2012).

This SLA does not include budget setting or management, the procurement or management of delivery contractors, other reactive or planned maintenance activities and repairs or services, works or other activities required to secure compliance with a Schools wider health and safety responsibilities and obligations, all of which are the responsibility of the School.

The School should identify, prior to April 2023, a programme of inspections required by legislation or local policy. The School must provide the City Council with all current inspection and testing certificates by the end of April 2023 for uploading to Keystone.

Responsibility for operation of the Servicing, Inspections and Testing programme is as detailed below:

- The School will procure the appropriate contractors to deliver the annual programme.
- Using the Keystone maintained database, the School will identify the annual programme and notify the relevant delivery contractors, in advance of planned inspection and test dates that discharge that programme.

- The School will arrange for the notification of completion and provision of the appropriate certification or completion evidence to be forwarded to the City Council to enable Keystone to be maintained.
- The City Council will record the completion of each inspection on Keystone, conduct a quality check and upload the certificate or completion record.
- The City Council will use Keystone to administrator compliance with the programme of inspections as follows:
  - Once Keystone is aware that a test / inspection is beyond the due date, the system will flag 'Red – Overdue' for the relevant test/inspection.
  - The status will change to 'Amber – Certificate required' upon verbal / text / email notification that the test has been completed.
  - This flag will be upgraded to 'Green – Compliant' upon receipt of an unconditional certificate from the School / delivery contractor.
  - If a certificate is received from the School / contractor which identifies that outstanding remedial action is required (or the advice from the School / contractor records this), then the flag will show 'Amber – Outstanding Remedial Action' until evidence that the remedial works has been completed is uploaded to Keystone.
  - The City Council will update Keystone with details of the remedial works required and expected date of rectification based on information provided by the School.
  - Once a certificate is produced declaring that the remedial works have been completed, the City Council will upload this to Keystone and the flag will show as 'Green – Compliant'
  - The School will monitor delivery contractors' service provision as appropriate and manage any incidence of noncompliance.

#### **4. REMEDIAL WORKS**

Upon identification of a remedial action there are three prime considerations for the School:

- Health and safety
- Compliance with statutory or best practice codes of behaviour
- Cost of remedial work

If remedial works are identified as 'in need of urgent repair' during test or inspection the equipment should be made safe / isolated immediately. Dependant on the nature of the remedial action (i.e. requiring action immediately or at the completion of the visit) the details, required action and plan of works should be communicated by the contractor to the building manager. Where the remedial works are of a nature that they can be completed during the same visit, this should be undertaken.

If the repair cannot be dealt with during the test / inspection visit it shall be the responsibility of the School to inform the City Council of the existence of remedial works and arrange for remedial works to be carried out. If the remedial work concerns unsafe equipment, the equipment should be isolated and arrangements made to address the faults urgently. Under no circumstances should the site be left in an unsafe condition by the contractor or without notifying the City Council of remedial works.

The inspection shall show on Keystone as non-compliant until compliance certificates are received by the City Council.

Once the School has arranged for remedial actions have been completed, the equipment should be re tested and the School should forward the certificate to the City Council for uploading to Keystone.

## **5. CHARGES**

The annual management fee for the SLA for each school will be as set out in the Return Sheet and shall include the administrative services as identified in this SLA (with the exception of para 2.7).

Charges exclude the delivery contractors' / provider's service provisions, such charges being the direct responsibility of the School.

Charges for the training service described at 2.7 are listed in the Return Form entry for your school.

## **6. BILLING AND PAYMENT**

The Annual Management fee will be payable in the first service delivery month.

Charges for training under para 2.7 will be payable monthly in arrears.

### Service Contacts

#### **Schools Liaison Officer - Russell Piatkiewicz**

One Guildhall Square  
1st Floor  
Above Bar Street  
Southampton  
SO14 7FP

#### Contact Details:

Direct dial: 02380 83 2182

Email: russell.piatkiewicz@southampton.gov.uk



## **Code of Conduct**

### **Standards of Conduct**

The City Council is strongly committed to providing its clients with a service of the highest quality. To enable to achieve this objective, it is important to ensure that staff and contractors are aware of the standards of conduct we wish to uphold.

Staff and contractors are expected to ensure their operatives, including sub-contractors support and implement these objectives.

### **Identification**

Staff and contractors are expected/ required to carry identification cards and always show them to the main office before gaining access to the premises.

Staff and contractors should introduce themselves by name and organisation and say clearly why they have called. If the premises are occupied then they shall wear either a name badge or the visitor's badge, and co-operate with the security and health and safety requirements of the premises. They shall sign in and out.

### **Dress Code**

Staff and contractors should remember that when they are working in the premises, they are in effect the School's representative and therefore, a clean, smart appearance would be appreciated.

### **Notice of Work**

Staff and contractors shall arrange an appointment with the Building Manager to arrange access to the School. These arrangements may be made by telephone or in writing.

### **Broken Arrangements**

Having made access arrangements, staff and contractors are required to make every effort to ensure that these are kept. Many complaints are generated by broken arrangements. If a broken arrangement is unavoidable then early contact should be made to:

- apologise to the office staff/Building Manager
- explain reason(s) for failing to undertake the visit
- make new arrangements

### **Damage and Injury**

Care should be taken to avoid undue risk to persons or property whilst on School premises.

## **Conduct**

It is essential to avoid the following:

- Rudeness
- Excessive noise including the use of radios
- Arguments
- Over-familiarity
- Parking vehicles in the wrong place i.e. on grassed or parked areas
- Smoking in the premises

## **Safety**

Security of the property should not be compromised and site specific Health and Safety procedures must be followed.

## **Leaving Premises**

At the end of each visit staff and contractors should sign out at the Reception/Office.

## **Fees**

### **One-off Set-Up Charge**

This is for schools which have not previously taken up the SLA options. Please refer to the attached pricing schedule.

### **Annual Management Fee:**

The Fee for administrative services set out in this SLA at sections 5 and 6 can be found in the pricing document for both the **Basic** and the **Enhanced** service.

### **Keystone Introductory training charge:**

Group session at One Guildhall Square in accordance with paragraph 2.7 (Training).

£28.00 per person attending

All fees are exclusive of VAT.

### **Extended works to term servicing plant, equipment, fixed installations etc.**

If works are identified with in a test, inspection etc. which require specifying, procuring and managing of the contractor, if an additional charge is to be made it will be based on an hourly rate of £73.50 The commissioning school will be advised of the costs prior to instructing Property Division to progress the works.

### **Additional non-Term Servicing Repair Works**

The Southampton City Council is also able to assist with non-term Servicing repairs. The professional charges would be % based, an estimated cost would be given to enable the commissioning school to consider their options.

Annex A – Responsibilities: Schools under Basic Term Servicing / City Council under Enhanced Term Servicing

Activity	Test / Inspection Frequency	Report Frequency	Basic SLA Service School to Action	Enhanced SLA Service		Notes
				SCC to Action	School to Action	
Air Conditioning/Comfort Cooling	6 Month	6 Month	X	X		
Aircraft Warning Lights	Daily	Quarterly	X	X		visual inspection School to advise if SCC to action
Aircraft Warning Lights	1 Year	1 Year	X	X		
Asbestos Register and Management Plan	1 Year	1 Year	X		X	commission survey
Pressure Vessels/ Air Compressors/ Receivers	1 Year	1 Year	X	X		
Auto Doors	1 Month	Quarterly	X	X		visual and functional inspection
Auto Doors	1 Year	1 Year	X	X		
Boiler plant/heating and Hot Water Systems	1 Year	1 Year	X	X		
Nurse Call	1 Month	Quarterly	X			alarm test
Nurse Call	6 Month	6 Month	X	X		
Carbon Monoxide Detectors	Weekly	Quarterly	X	X	X	function test School to advise if SCC to action
Chimney Inspection	1 Month	Quarterly	X	X		ad hoc (after high winds) School to advise if SCC to action
Chimney Inspections	3 Year	3 Year	X		X	Visual Only School to advise if SCC to action
Communal Alarm	1 Month	Quarterly	X	X	X	function test
Communal Alarm	6 Month	6 Month	X	X		
Building Management Systems	1 Year	1 Year	X	X	X	
Drama and stage lighting	1 Year	1 Year	X	X		
Drama and stage lighting	1 Month	Quarterly	X	X		ad hoc (user protocol)
RCD User Tests	ad hoc	Quarterly	X		X	user protocol School to advise if SCC to action
RCD Consumer Unit Test	6 Month	6 Monthly	X	X		statutory check
RCD User Tests	6 Month	6 Monthly	X	X		
Periodic Inspection Report	1 Year	1 Year	X	X		If required
Portable Appliance Testing	1 Year	1 Year	X		X	School to advise if SCC to action
Emergency Lighting	1 Year	1 Year	X	X		

Periodic Inspection Report	3 Year	3 Year	X	X		If required
Periodic Inspection Report	5 Year	5 Year	X	X		
Periodic Inspection Report	10 Year	10 Year	X	X		If required
Emergency Lighting	Weekly	Quarterly	X	X	X	visual inspection School to advise if SCC to action
Emergency Lighting	1 Month	Monthly	X	X		
Emergency Lighting	6 Month	6 Month	X	X		
Emissions Test	1 Year	1 Year	X	X		

Eye bolts	ad hoc	Quarterly	X		X	user protocol School to advise if SCC to action
Eye bolts	6 Month	6 Month	X	X	X	School to advise if SCC to action
Fire Alarm	Weekly	Quarterly	X	X	X	function test weekly School to advise if SCC to action
Fire Alarm	1 Year	1 Year	X	X		X4 quarterly visits
Fire Doors Inspection	6 Month	6 Month	X	X		
Fire Doors Inspection	Weekly	Quarterly	X	X	X	visual inspection School to advise if SCC to action
Fire Risk Assessments	1 Year	1 Year	X		X	School to advise if SCC to action
Fire Detection	1 Year	1 Year	X	X		
Dry/Wet Risers/Fire Fighting Equipment Full Wet Test	1 Year	1 Year	X	X		
Smoke vents / smoke alarms / shutters	1 Year	1 Year	X	X		
Fall Arrest system	ad hoc	Quarterly	X	X		user protocol School to advise if SCC to action
Fall Arrest system	1 Year	1 Year	X	X		user protocol School to advise if SCC to action
Generators	4 Month	4 Month	X	X		
Heating other	1 Year	1 Year	X	X		
Canopy Ventilation System	1 Year	1 Year	X	X		
Kitchen apparatus	1 Year	1 Year	X	X		
Kitchen deep cleaning	1 Year	1 Year	X	X		user protocol School to advise if SCC to action
Kitchen	ad hoc	Quarterly	X	X		user protocol
Ladders Portable	3 Month	Quarterly	X		X	ad hoc (user protocol) School to advise if SCC to action
Cat Ladders & External Ladders	1 Year	1 Year	X	X		
Laundry Equipment	1 Year	1 Year	X	X		

Overhead Travelling Cranes	ad hoc	Quarterly	X	X		user protocol School to advise if SCC to action
Legionella Monitoring / Water hygiene And / Or Leg Man Plan	1 Month	Monthly	X	X	X	
Legionella Risk Assessments	2 Year	2 Year	X		X	School to advise if SCC to action
Overhead Travelling Cranes	1 Year	1 Year	X	X		
Window Cleaning Systems	ad hoc	Quarterly	X	X	X	user protocol School to advise if SCC to action
Window Cleaning Systems	6 Month	6 Month	X	X		
Lift Servicing	6 Month	6 Month	X	X		
Lifts - Passenger Non- Passenger	6 Month	6 Month	X	X		
Lift Servicing	1 Year	1 Year	X	X		
Lift - Passenger Emergency Alarms	Weekly	Quarterly	X	X		user protocol School to advise if

						SCC to action
Lightning conductors	11 Month	11 Month	X	X		
Fume cupboards/Local Exhaust Ventilation	6 Month	6 Month	X	X		
Fume cupboards/Local Exhaust Ventilation	ad hoc	Quarterly	X	X		user protocol School to advise if SCC to action
Log Book Check	1 Year	1 Year	X	X		
LPG - Liquefied Petroleum Gas	1 Month	Quarterly	X	X		visual inspection
Oil / Petrol Storage Tanks	5 Year	5 Year	X	X		
PE / Play Equipment	1 Year	1 Year	X	X		user protocol School to advise if SCC to action
PE / Play Equipment	ad hoc	Quarterly	X	X		user protocol School to advise if SCC to action
Pottery kilns	1 Year	1 Year	X	X		
Refrigeration Systems	6 Month	6 Month	X	X		
Roller Shutter Doors	1 Month	Quarterly	X	X		user protocol School to advise if SCC to action
Roller Shutter Doors	6 Month	6 Month	X	X		
Sewage plant	1 Month	Quarterly	X	X		user protocol School to advise if SCC to action
Slip/Trip/Fall Risk Assessment	1 Year	1 Year	X	X		
Storage Heating Servicing	1 Year	1 Year	X	X		
Swimming Pools Water Quality	Daily	Quarterly	X		X	School to advise if SCC to action

Swimming Pools Plant Maintenance	1 Month	Monthly	X	X		
Water Pump Servicing	3 Month	Quarterly	X	X		
Swimming Pools Water Quality	3 Month	Quarterly	X	X		
Swimming Pools Test/Inspection/Micro Biological Testing	6 Month	6 Month	X	X		
Duct Cleaning	1 Year	1 Year	X	X		
Ventilation System and Fans	1 Year	1 Year	X	X		
Work Equipment	3 Month	3 Month	X	X		
Work Equipment	ad hoc	Quarterly	X		X	user protocol School to advice if SCC to action
CCTV	6 Month	6 Month	X	X		
Fire Extinguishers	5 Year	5 Year	X	X		
Fire Extinguishers Fire Fighting Equipment Hose Reels + Blankets	1 Year	1 Year	X	X		Visual Inspection School to advice if SCC to action
Fire Extinguishers Fire Fighting Equipment Hose Reels + Blankets	1 Month	Quarterly	X		X	Visual Inspection School to advice if SCC to action
Gas & Electrical Catering Equipment	1 Year	1 Year	X	X		
Science Gas Taps	1 Year	1 Year	X	X		
Gas Appliances	1 Year	1 Year	X	X		
Gas Installation	5 Year	5 Year	X	X		
Intruder Alarms	6 Month	6 Month	X	X		
Energy Performance / Display Energy Certificate	1 Year	1 Year	X		X	School to advice if SCC to action



## Certificate of Compliance

The City Council delegates to the governing bodies and Head Teachers (as the Responsible Person) the duty, in expending the School's budget share, to take the necessary actions to comply with all health and safety legislation, City Council policies, arrangements, SWPs and environmental legislation as pertinent to their schools.

In making this delegation, the City Council must ensure that the Responsible Person has complied with their health and safety obligations in relation to statutory compliance testing and term servicing. For Schools who take the City Council's Terms Servicing SLA (either enhanced or basic) this is achieved via the Info Exchange system. However, for Schools who decide not to take either of these SLA options, the City Council requires the Responsible Person for the School to confirm via this certificate that they have met their delegated responsibilities.

To that effect I \_\_\_\_\_ Head Teacher for \_\_\_\_\_

am signing this certificate to confirm that the School understands its obligations by virtue of opting out of the City Council SLA(s) and agrees that as of the signed date it is compliant with any tests/inspections which should have been completed to date and that it has arrangements in place to maintain compliance in line with City Council guidance as set out in the City Council's Safe Working Procedure Property Management and Compliance and Health and Safety policies, arrangements, SWP's and environmental legislation as pertinent to our school.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Return to:

Head of Property Division  
Southampton City Council  
Civic Centre  
Southampton





