

# **Buildings Maintenance Scheme**

**2013-14**

**Serving the Distinctive Needs of Church of  
England Voluntary Aided Schools in the London  
Diocese**



LDBS WEBSITE: [www.london.anglican.org/schools](http://www.london.anglican.org/schools)

## LONDON DIOCESAN BOARD FOR SCHOOLS BUILDINGS MAINTENANCE SCHEME

### INTRODUCTION

1. Since 1952 the London Diocesan Board for Schools (LDBS) has co-operated with all Church of England Voluntary Aided schools within the Diocese of London in the operation of the Buildings Maintenance Scheme.
2. The purpose of the scheme is to create a fund from which governing bodies of VA schools can pay their 10% contribution for maintenance and repair expenditure when it falls due. All schools participating in the Scheme make contributions based on pupil numbers as at January each year.
3. The Scheme operates as a collective self-insurance scheme under which the burden of management, administration and financing of all repairs, maintenance and minor improvements is removed from individual schools and is handled by LDBS staff with building consultants, attached to each school.
4. The collective nature of the Scheme is important in that the funds belong to the participating schools in a restricted fund, held and managed by LDBS. Project work is carried out regardless of the amount that a school has contributed as it is realised that over time all schools will need to replace or up-grade major elements of the building fabric and services installations such as heating and electrics.

### SCOPE OF THE SCHEME

5. There are three important facets of the Scheme:

#### **Part A: Meeting the costs of Governors' liabilities (The '10%')**

6. Schools participating in the Scheme will not have to pay their 10% liabilities in respect of any non Education Funding Agency (EFA) approved grant aided maintenance projects. Often projects comprise part maintenance and part improvement and in such cases the maintenance element is covered by the

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Scheme. Where Formula Capital allocations are used, the Scheme will automatically bear the governors' 10% contribution.

7. Money will be drawn down from the Restricted Fund to cover these liabilities as and when they arise, regardless of the amount.
8. Money will **NOT** be drawn down from the restricted Fund to cover the following categories of projects:
  - Maintenance items costing less than £2,000
  - Governors' liabilities (10%) for **capital improvement** projects, except where Formula Capital allocations are being utilised
  - Projects commissioned by governors which are not grant aided

### Part B: Administrative and Banking Service

9. Governors of VA schools have the legal responsibility to maintain and improve their school building and to undertake the necessary work involved in employing consultants and contractors to carry out building works. However, at the request of nearly all the governing bodies the LDBS undertakes many of the tasks required of governors and school staff.
10. LDBS staff undertaking this work for the Buildings Maintenance Scheme also undertake these banking and administrative functions for building improvement projects. A significant proportion of the LDBS costs are covered by a grant from the Uniform Schools Trust Fund – a fund set up and operated by LDBS for the benefit of Church Schools from the assets arising from closed schools. The Uniform Schools Trust also picks up all interest charges occasioned by any delay between making payments to contractors and receiving grant aid.
11. LDBS staff:
  - Advise the school on procedures for obtaining grant aid and approvals and for the appointment of consultants
  - Liaise and negotiate with the EFA and LAs and other bodies as required in respect of building projects
  - Agree budgets with governors clearly identifying their share of costs and how funded
  - Obtain EFA and LA agreement and approvals to projects

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- Make all payments which are due under the contract
- Claim grant and income due from the various sources i.e. EFA, LAs, Governors and other bodies
- Agree final accounts with all parties
- Keep governors informed of developments and in particular of any changes to governors' share of costs
- Attempt to resolve difficulties and disputes that may arise involving the school, consultants or contractors

### **Part C: Buildings Consultancy**

12. This part of the scheme meets the cost of professional advice and support to governors, headteachers and site management officers in respect of the maintenance and improvement of the buildings and site.
13. LDBS staff and external building consultants:
  - Undertake regular visits to and inspections of the school buildings and site
  - Assist the school in preparing long-term asset management and maintenance plans, as well as advise on more immediate issues
  - Provide the school with an annual condition survey
  - Advise the school on the content of the LA Asset Management Plan as it relates to the school
  - Provide advice and assistance to the school in respect of all matters to do with specific maintenance or improvement projects, including: preparation of bids, funding routes and sources, commissioning of feasibility studies and projects, appointment of additional consultants and contractors, legislation, submission of bids
  - Prepare bids for the LA and EFA on behalf of the school
  - Provide an emergency contact call-out service from consultants in respect of major incidents at the school, see appendix 1 section 1A paragraph 6

Full details of the support to schools provided by the Consultants are included in Appendix 1

14. Each school has a designated consultant who provides most of paragraph 13 above, in conjunction with LDBS staff. The LDBS manages the appointment of consultants to each of the participating schools and is responsible for the

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overall quality of the 'basic consultancy' service provided. The LDBS has formal contracts of appointment for all the consultants.

15. Consultants linked to the school will act as the consultant for any maintenance projects that are undertaken.
16. However, the consultant will not necessarily be appointed for capital improvement projects where governors are free to appoint different consultants. The LDBS will assist with the appointment of consultants for these projects.

### **COST OF THE SERVICE AND PAYMENTS BY SCHOOLS**

17. Costs of the Scheme are divided into 3 parts:
  - (a) All 10% liabilities on all projects covered by the Scheme estimated at £900,000 per annum
  - (b) The Administrative and Banking Service provided by LDBS
  - (c) Buildings consultancy fee at £480 +VAT per school
18. Each school in the Scheme will pay a fixed annual amount based on the number of pupils on roll as at January each year. For 2013/14 the annual charge will be £9 per pupil per term with a discount of 1% for those schools paying an annual lump sum by 31 May.

### **MEMBERSHIP OF THE SCHEME**

19. Membership of the Scheme is open to all LDBS schools but participating schools cannot pick and choose particular elements.
20. Schools, which do not wish to be part of the Scheme, must manage all their building affairs themselves, although limited 'one-off' advice will be available from LDBS officers. Schools will still be required, by law, to consult with the LDBS Board when they are proposing any changes to the buildings or site.
21. In the final quarter of each financial year, the Board will review payments made to the scheme by membership schools. Schools which have failed to meet their

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assessed level of contributions under the terms of the Scheme will have their membership of the Scheme reviewed. The Trustees of the LDBS, acting as trustees of the Buildings Maintenance Scheme Restricted Fund may decide that non payers will be required to withdraw from the Scheme or have their membership suspended.

22. Schools which have not subscribed to the scheme but who subsequently wish to be a member of the scheme will need to negotiate the terms of entry in the light of expected repair and maintenance projects required at the school.
23. Schools wishing to withdraw from the scheme will be required to pay or entitled to receive from the Scheme the difference between income and costs related to their school over the previous five years.
24. The LDBS will continue to provide for governors and staff, appropriate training relating to the voluntary aided school building programme and procedures. A user guide will be prepared for schools.

### **ACCOUNTABILITY AND OVERSIGHT**

25. The LDBS acts as trustee of the Scheme. As a restricted fund of the LDBS the Board of Directors of LDBS has responsibility for the oversight of the Scheme and is subject to the regulations set out in the Charities Act 1993 and the Companies Act 1985.
26. The Accounts of the Scheme are audited each year and incorporated into the Accounts of the LDBS. In order that the costs of the Scheme can be kept to a minimum a separate annual report will not be produced for the Scheme. However as the Scheme operates as a mutual fund, financial information on the Scheme, including management accounts, is available at any time to participating schools upon request to the Director of Finance and Resources.
27. The LDBS Executive and Finance Committee is responsible for ensuring that the Scheme is meeting its objectives and will make recommendations to the Board of Trustees regarding schools who have defaulted partly or fully on their membership subscriptions.

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28. Schools will be expected to monitor the quality of service provided by LDBS staff and the designated consultant for the school and to report any significant quality issues (whether positive or negative) to the LDBS.
29. In the event of schools being dissatisfied with any part of the service, a formal written complaint should be sent to the Director of Education. The Director of Education will arrange for a senior officer of the Board to investigate and respond, negotiating recompense where necessary. Where this strategy fails, a further level of arbitration will be established involving appropriate members of the Board.
30. Given the culture of change within the EFA, it is likely that the Scheme will need continual review and renewal so as to keep pace with those changes and to ensure that schools derive 'best value' from the Scheme.

### **OTHER RELEVANT DOCUMENTS AND AGREEMENTS**

31. This document and agreement should be read in conjunction with:
  - The DFE booklet '*Capital Funding For Voluntary Aided (VA) Schools in England - Blue Book Guidance, February 2011*
  - Any service level agreement between the school and LA or other provider relating to building and site maintenance
  - The LA Asset Management Plan

## APPENDIX 1

### SCHEDULE OF SERVICES PROVIDED BY THE DESIGNATED CONSULTANT TO THE SCHOOL

#### 1A: BASIC CONSULTANCY SERVICE (Paid for out of the Buildings Maintenance Scheme)

1. **Annual Condition Survey:** The Consultant will produce an Annual Condition Survey (ACS) to be made available to the school and Board by 31 July each year. The ACS should refer to and be informed by the LA Asset Management Plan (where available). The ACS will be used as the basis for discussions with the school and Board to agree maintenance priorities and for the preparation of Capital Repair bids.
2. **School Visits:** The Consultant shall make **at least 2 visits a year** to each attached schools, as part of the basic consultancy service. These visits are to be treated as formal occasions with a report or notes made of the meeting/visit, which shall be circulated, to all interested parties including the Board. Visits will be agreed with the school in advance. These formal visits are to be undertaken during the months of April/May and October/November respectively.
3. **Measured Surveys:** The Consultant shall either obtain or prepare measured area surveys of all School Premises to act as a Database to aid/support necessary submissions when seeking EFA approval to projects; such information to be retained in an electronic format.
4. **Attendance at Meetings of the Governing Body of the School:** The Consultant, where called upon, shall attend meetings of the Governing Body of the School in order to advise on the condition of the buildings and the Governors' rights and responsibilities with regard to maintaining the buildings in good condition.



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5. **Advice and Assistance:** The Consultant shall provide advice and assistance to the Governing Body of the School and the Board in the areas listed below; this will be provided by telephone, facsimile or e-mail or where necessary site visit(s):
  - (a) **Repair and maintenance** needs and projects
  - (b) Apportionment of **liabilities and funding** sources
  - (c) Selection and appointment of suitable **contractors** who have the necessary expertise of working in a school environment
  - (d) **Statutory building regulations**
  - (e) The development of **school maintenance plans and asset management plans (AMP)** taking due regard of the LA's Asset Management Plan (and where appropriate advising Governors on the content of the LA's AMP as it relates to the school).
  
6. **Emergency Call Out Service:** The Consultant shall offer an Emergency Contact and Call Out service outside normal working hours for major incidents at school premises that require the provision of advice, assistance or action beyond the scope of the Site Manager or other named responsible person.
  
7. **Advice and assistance to the Board on maintenance and improvement programmes:** The consultant shall assist the Board, in conjunction with the Governing Body of the School, in the planning of the annual programme of maintenance, repair and improvement projects. This service shall include preparation of feasibility reports, budget estimates and documentation to enable the submission of applications to the EFA for approval.
  
- 1B: ADDITIONAL CONSULTANCY SERVICES (Paid for out of additional fees)**
  1. Where the consultant is appointed as the consultant for specific projects, s/he will undertake the normal Professional Services normally provided by the consultant as agreed with governors.
  
  2. The consultant will as act as Planning Co-ordinator under the Construction (Design and Management) Regulations 2007 in relation to all Formula Repair and Formula Capital projects whether instructed by the Board or the Governors with the exception of projects promoted by the LA unless instructed separately by the relevant LA.