

AGREEMENT

between

ABERDEENSHIRE COUNCIL

And

Volunteer Organisation

DRAFT

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THIS AGREEMENT is between

PARTIES

- (1) **ABERDEENSHIRE COUNCIL**, a local authority established under the Local Government etc. (Scotland) Act 1994, having its principal offices at Woodhill House, Westburn Road, Aberdeen, AB16 5GB (the “**Council**”); and
- (2) **Name of Organisation , designation e.g.** a Scottish Charitable Incorporated Organisation, registration number SCO (the “**Volunteer Organisation**”).

Together, “the **Parties**”

BACKGROUND

- (A) The Council owns/operates the (details of facility/equipment) in the town of , Aberdeenshire.
- (B) The Volunteer Organisation are a (designation e.g. a registered charity with the charitable aims of advancing community development and citizenship through the maintenance, enhancement and promotion of the [place/facility] for the benefit of the community and visitors to town).
- (C) The Parties wish to record their joint commitment to operation and maintenance of the (facility) and to establish the roles and responsibilities that each of them shall have in relation to the (facility) on the basis set out in this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause 1 apply throughout this Agreement:

Agreement means the terms and conditions of this agreement, including the Appendix, Parts A, B and C.

Appendix means the appendix, comprising Parts A, B and C, appended to these terms and conditions.

Applicable Law means the law of Scotland and the European Union (if applicable) and any other laws or regulations, regulatory policies, guidelines or industry codes, judgement of a relevant court of law, or directives or requirements with which the Parties are bound to comply in connection with the performance of their respective obligations under this Agreement.

Business Day/s means a day, other than a Saturday or Sunday, on which the banks in Aberdeen are open for general commercial business.

Commencement Date means the date of last signature of this Agreement.

Enhancement Project has the meaning given at clause 4.6.

Health and Safety Protocol means the health and safety protocol document prepared by the Council detailed in the Appendix, Part B, which sets out the health and safety procedures and measures with which the Volunteer Organisation must comply in relation to the performance of their obligations under this Agreement and any other activities they undertake at the Facility.

Key Objectives has the meaning given at clause 2.2.

Facility means the (details of facility).

Facility Equipment means the equipment owned, maintained and stored by the Council for use at the Facility and detailed in Appendix, Part C.

Project has the meaning given at clause 2.1.

Season means the period during which the Facility is open to the public, typically being from the last Saturday in May to the first Sunday in September in each year but which dates can be varied by the Council on a year to year basis.

Term has the meaning given in clause 10.1.

1.2 Unless the context otherwise requires or is specified:

- (a) a reference to a person includes natural persons, companies, partnerships, bodies corporate and other legal entities;
- (b) the singular includes the plural and vice versa;
- (c) any reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted by any subsequent statute, enactment, order, regulation or instrument;
- (d) any reference to a document shall include any variation, amendment, or supplement to such document;
- (e) headings are included for ease of reference only and shall not affect the interpretation or construction of the Agreement;
- (f) references to numbered Clauses are, unless otherwise provided, references to Clauses of this Agreement;
- (g) references to paragraphs are, unless otherwise provided, references to paragraphs of the Part of the Appendix in which they are referred;
- (h) the word "including" means "including without limitation"; and

- (i) a reference to “approval” or “consent” shall mean consent in writing (which can include e-mail, so long as consent is explicit and given by an authorised officer) unless otherwise specified in this Agreement.

2. THE PROJECT AND KEY OBJECTIVES

- 2.1 This Agreement sets out the basis upon which the Council and the Volunteer Organisation have agreed to work together in relation to the project detailed in Appendix, Part A (the “**Project**”).
- 2.2 The parties shall undertake the Project to achieve the key objectives set out in Appendix, Part A to this Agreement (the “**Key Objectives**”).
- 2.3 The parties agree to adopt the following principles when carrying out the Project:
 - (a) Ensure that activities are delivered, and actions taken as required, working in a collaborative and co-operative manner
 - (b) Communicate openly about major concerns, issues or opportunities relating to the Project;
 - (c) comply with Applicable Laws and adhere to statutory requirements and best practice in performing their obligations under this Agreement;
 - (d) deploy appropriate resources to accomplish key objectives within respective budget constraints; and
 - (e) act in good faith to support achievement of the Key Objectives and the obligations in this Agreement.

3. FACILITY REVENUES

- 3.1 The Council shall be entitled to collect and retain all and any revenues generated from its operation and maintenance of the Facility.

4. OPERATION AND MAINTENANCE OF THE FACILITY AND FACILITY EQUIPMENT

- 4.1 The Council is responsible for the safe operation, management and maintenance of the Facility and the Facility Equipment in accordance with Applicable Law and industry guidelines.
- 4.2 The Council shall be responsible for recruitment and training of competent and suitably qualified Facility staff.

Annual Maintenance Plan

- 4.3 The Council shall prepare an annual maintenance plan for the Facility and Facility Equipment (the “**Annual Maintenance Plan**”). The Council shall consult with the Volunteer Organisation in good faith on the items to be included within the Annual Maintenance Plan, but it shall be under no obligation to accept recommendations by the Volunteer Organisation for items to be included within it.
- 4.4 The Parties acknowledge and accept that the Annual Maintenance Plan is subject to the Council’s budget and internal Council approval for items of expenditure included within it. The Annual Maintenance Plan may need to be amended from time to time as may be required to meet its facility maintenance schedule.
- 4.5 The Council will use reasonable endeavours to prepare the Annual Maintenance Plan shortly after the end of each Facility Season, typically being agreed in principle each year in October each year, though positive discussions will commence as early as possible in September

Facility Enhancement Projects

- 4.6 In addition to items included on the Annual Maintenance Plan, the Volunteer Organisation may propose non-essential improvement works are undertaken at the Facility (an “**Enhancement Project**”). This may include adding quality or additional value to essential maintenance works at an additional cost to essential maintenance. The cost of the Enhancement Project shall be notified to the Council in advance in accordance with clause 4.8(d).
- 4.7 The Volunteer Organisation shall notify the Council of Enhancement Projects or if they propose to contribute financially towards maintenance projects. The Parties acknowledge and agree that notifications submitted by the Volunteer Organisation and received by the Council after the Annual Maintenance Plan is agreed may not be feasible or may need to be deferred for future years.
- 4.8 Proposals for Enhancement Projects submitted to the Council for consideration by the Volunteer Organisation shall include the following details:
- (a) Specification of the works and/ or services comprising the Enhancement Project and an explanation of why such works and/ or services would be beneficial for the Facility;
 - (b) Confirmation of whether the Volunteer Organisation propose that the Enhancement Project will be undertaken directly by the Volunteer Organisation themselves or through a contractor they have identified;
 - (c) Confirmation, to the Council’s satisfaction, where the Volunteer Organisation propose an Enhancement Project is undertaken by a contractor, that the contractor is capable of complying and will comply with all appropriate council quality, construction and safety standards, the Health and Safety Protocol and Applicable Law. For the avoidance of doubt, the Council shall be the sole judge of whether the contractor may

be used for an Enhancement Project and only the Council may appoint the proposed contractor for this purpose;

- (d) Confirmation of whether the Enhancement Project will be partially or wholly funded by the Volunteer Organisation, together with a detailed breakdown of expected costs.
- (e) any other documentation or supporting evidence which the Council may reasonably request to allow it to fully consider to the proposed Enhancement Project.

4.9 The Council shall write to the Volunteer Organisation within 20 Business Days of receipt of the notification referred to in clause 4.7 and shall advise whether it accepts or rejects the Volunteer Organisation' proposal for an Enhancement Project. The Council may request that the Volunteer Organisation submit further information to it in order for the Council to make a decision in relation to the proposed Enhancement Project.

4.10 Where an Enhancement Project is accepted by the Council, the Parties shall work together to finalise such details as are required to allow the Enhancement Project to proceed. For the avoidance of doubt, the Council has no obligation to accept or proceed with any Enhancement Project proposed by the Volunteer Organisation.

4.11 Any Enhancement Project undertaken at the Facility, whether funded and undertaken by the Volunteer Organisation, the Council, the Council and the Volunteer Organisation jointly, or contractor, must comply with Applicable Law and the Council's Health and Safety Protocol.

4.12 The Volunteer Organisation will not deliver, or make arrangements for delivery of, any equipment or materials to commence any work or activity at the Facility, until it has agreed in writing details with the Council with regard to the date and time of access and the proposed delivery or working method, including the preparation of risk assessments and method statements in relation to the work or activity in question, in accordance with Applicable Law and the Health and Safety Protocol.

4.13 If the Council agrees to fund any Enhancement Project, in whole or part, the appointment of an independent contractor to carry out the Enhancement Project will be carried out by the Council in accordance with its financial regulations and applicable procurement laws.

5. ACCESS TO THE FACILITY

5.1 The Volunteer Organisation shall be entitled to access to the Facility for the purpose of performing their obligations under this Agreement subject to the terms and conditions of this Agreement.

5.2 Where the Volunteer Organisation wish to access the Facility and the Facility Equipment in connection with a proposed fundraising event, the Volunteer Organisation shall:

- (a) Provide the Council with 4 weeks' notice of the proposed event and date. The Council shall have discretion to waive the 4-week notice period in the event of late notification by the Volunteer Organisation;
- (b) Obtain the Council's prior written consent agreeing the Facility's use and availability for the purpose requested by the Volunteer Organisation. For the purpose of this clause 5.2(b), prior written consent shall include consent given by the Council in meetings between it and the Volunteer Organisation, where its agreement to use of the Facility for the purpose requested by the Volunteer Organisation is evidenced by written meeting minutes; and
- (c) Pay any costs incurred by the Council relating to the opening of the Facility for fundraising activities, including but not limited to, the costs associated with the provision of additional Facility staff for such events.
- (d) Provide evidence of insurances obtained in accordance with the requirements of clause 8.

5.3 During any period of access at the Facility, the Volunteer Organisation will comply with and ensure that its members comply with the Council's instructions with regard to accessing and occupying the Facility, including any health and safety requirements and the Council's Health and Safety Protocol.

5.4 The Volunteer Organisation are only permitted to bring visitors or other members of the Volunteer Organisation that have not completed the Health and Safety Protocol training, to the Facility outside the Season after obtaining written approval in advance from the Council to do so. Any such visitor to the Facility must be accompanied by a member of Aberdeenshire Council staff whilst on site will be required to sign in to the visitors book and comply with the Council's health and safety procedures.

6. HEALTH AND SAFETY

6.1 The Health and Safety Protocol applies to all activities undertaken by the Volunteer Organisation in performance of its obligations under this Agreement. The Volunteer Organisation shall comply with the terms of the Health and Safety Protocol at all times.

6.2 The Volunteer Organisation shall at all times comply with, and shall ensure its members comply with, all Applicable Laws relating to health and safety, including but not limited to the Health and Safety at Work Act 1974 and any regulations, subordinate legislation, codes of practice and guidance notes relating to health and safety matters.

6.3 The Volunteer Organisation shall ensure that any of its members engaged in the performance of any of the obligations within this Agreement or any project, activity or works authorised under this Agreement has undertaken training in accordance with the Health and Safety Protocol and such additional training requirements as the Council may specify in order to comply with Applicable Law.

6.4 If either Party becomes aware, during the performance of any obligations under the Agreement or any project, works or activity authorised under this Agreement, of any incident that creates or is likely to create a risk to the health and safety of any person, whether a member or the Volunteer Organisation, a Council employee or any other member of the public, it shall notify the other promptly and both Parties will co-operate fully with regard to any incident investigation that may be required.

7. PROMOTION, MARKETING AND SPONSORSHIP OF THE FACILITY

7.1 The Parties shall be jointly responsible for the marketing and promotion of the Facility and will meet as required to agree the form (whether TV, radio or other media) and content of advertising and promotion for the Facility for each calendar year during the Term.

7.2 The Parties will agree an advertising and marketing plan which will note which party is paying what advertising and marketing costs. This advertising and marketing plan will also address occasional and ad hoc media requests. Any additional advertising or marketing opportunities of which the Volunteer Organisation become aware should be agreed with the Council Representative.

7.3 Both Parties may apply for external funding and sponsorship to support the Project. Any funding or sponsorship secured for the Facility must comply with the Council's Sponsorship Protocols. The Council shall have the right to reject any funding or sponsorship offered to the Volunteer Organisation that does not comply with the Sponsorship protocols of the council or may generate reputational risk to the council. The Volunteer Organisation will notify the Council prior to accepting any offer of funding or sponsorship in connection with the Facility.

8. INSURANCE

8.1 During the Term and for 12 months after the expiry of the Term, the Volunteer Organisation shall maintain in force with reputable insurers:

(a) Employer's liability insurance (if applicable in the event the Volunteer Organisation become a formal employer) and public liability insurance in the sum of not less than £5,000,000 in respect of any one incident and unlimited as to numbers of claims; and

(b) adequate insurances (typically requested annually) covering all of the Volunteer Organisation's other liabilities under this Agreement.

8.2 On the Council's reasonable request, the Volunteer Organisation shall exhibit satisfactory evidence of the insurance policies referred to in this Clause 8, together with evidence of payment of the premia in respect of each insurance.

9. DISPUTES

9.1 If either Party has any dispute, difference, issues, concerns or complaints about the Project, or any matter in this Agreement (a "**Dispute**"), that Party shall notify the other Party and the Parties shall first seek to resolve the Dispute by its escalation within the Parties' organisational structures.

9.2 There shall be two levels of escalation, and at each level each Party will ensure that an appropriate representative, matching the description below, is available for the purposes of the Dispute Resolution Procedure.

Level	Representative
First Level	person with managerial responsibility for overseeing the Contract
Second Level	director or person at director level with senior managerial responsibility for the general contracting activities of the Party.

9.3 An individual representing a Party at one level may not represent that Party at a higher level.

9.4 A meeting of the representatives at the first level shall take place as soon as possible after any Dispute arises, and in any event within 5 Business Days.

9.5 If a Dispute is resolved at either level, the resolution shall be reduced to writing, without delay, and signed by both Parties. Once signed by both Parties, the resolution shall be binding on the Parties.

9.6 Unless the resolution of a Dispute is reduced to writing and signed by both Parties, any discussions and negotiations connected with the Dispute will be carried out without prejudice to the rights of the Parties in any future legal or other proceedings, and no such discussions and negotiations may be produced or relied upon in evidence in any such proceedings.

9.7 If a Dispute has not been resolved, reduced to writing and signed by both Parties within 5 Business Days of the first meeting at the first level, the Dispute shall be referred to the second level, and the representatives at the second level shall meet within 3 Business Days of the reference to that level. If not resolved, reduced to

writing and signed by both Parties within 20 Business Days of it arising, either Party may seek to resolve it as it sees fit.

- 9.8 Neither party shall raise proceedings in court relating to any Dispute (other than proceedings seeking interim interdict or interim relief) unless the Dispute has been escalated in accordance with this Clause 9 and the Dispute has not been resolved and the resolution recorded within 20 Business Days of it arising.
- 9.9 If the Volunteer Organisation receive any formal inquiry, complaint, claim or threat of action from any person, group or other entity in relation to the Project or the performance of either Party's obligations under this Agreement, the matter shall be promptly referred to the Council. No action shall be taken by Volunteer Organisation in response to any such inquiry, complaint, claim or action, without the prior approval of the Council.
- 9.10 The Volunteer Organisation acknowledge that the Council is required to act in accordance with the requirements of the Freedom of Information (Scotland) Act 2002 and will provide such assistance, information or records as the Council may reasonably require to enable it to comply with such requirements on request by the Council. Decisions as to whether information or records provided by the Volunteer Organisation must be disclosed under the Freedom of Information (Scotland) Act 2002 will be made by the Council but the Council will use reasonable endeavours to consult with the Volunteer Organisation before publishing any information or records provided to it by the Volunteer Organisation.

10. TERM AND TERMINATION

- 10.1 This Agreement shall begin on the Commencement Date and unless otherwise terminated by operation of law or in accordance with clause 10.2, shall expire on March 31, 2023 (the "**Term**").
- 10.2 Either Party may terminate this Agreement by giving at least three months' notice in writing to the other Party at any time.
- 10.3 Any notice given to a Party under or in connection with this Agreement shall be in writing and sent to the relevant Party at the addresses specified below:

For the Council ("**Council Representative**"):

Avril Nicol, Head of Service, Live Life Aberdeenshire
Live Life Aberdeenshire
Aberdeenshire Council
Woodhill House
Westburn Road

Aberdeenshire Council
AB16 5GB

For the Volunteer Organisation (“**Volunteer Organisation Representative**”):
[contact details]

11. VARIATION

This Agreement may only be varied by written agreement of both Parties.

12. COSTS AND LIABILITIES

12.1 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred with the preparation of and complying with their obligations under this Agreement.

12.2 Nothing in this agreement shall limit or exclude either Party's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for breach of any obligation as to title or quiet possession implied by statute; or
- (d) for any other act, omission, or liability which may not be limited or excluded by law.

12.3 Subject to clause 12.2, neither party shall have any liability to the other party, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the agreement.

12.4 Subject to clause 12.2, and except as provided in clause 12.5, a party's total liability to the other party, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to £[AMOUNT].

12.5 Subject to clause 12.2, a party's total liability to the other party, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement, for damage to property caused by its negligence shall be limited to £[AMOUNT LINKED TO RELEVANT INSURANCE POLICY].

12.6 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 12 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted from this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with Scots law and each Party agrees to submit to the exclusive jurisdiction of the courts of Scotland.

IN WITNESS WHEREOF these presents consisting of this and the preceding 9 pages are executed as follows:

SIGNED:

subscribed on behalf of the Council by:

(print full name of above) a duly authorised signatory and Proper Officer of the Council

DATED THIS: _____ day of _____ 2019

WITNESS (Signature): _____

WITNESS (Full Name): _____

WITNESS (Address) _____

WITNESS (Occupation) _____

PLACE OF SIGNATURE: _____

SIGNED:

Director/ Company Secretary/ Partner/ Member/ Authorised Person (*delete as appropriate*)

FULL NAME OF ABOVE: _____

ON BEHALF OF _____
A partnership/limited company/ Scottish Charitable Incorporated Organisation/ other corporate entity (*delete as appropriate*)

DATED THIS: _____ day of _____ 2019

WITNESS (Signature): _____

WITNESS (Full Name): _____

WITNESS (Address) _____

WITNESS (Occupation) _____

PLACE OF SIGNATURE: _____

This is the Appendix Referred to in the foregoing Agreement between Aberdeenshire Council and the Volunteer Organisation of Facility

Part A: The Project

Project overview

The Council and the Volunteer Organisation wish to collaborate for the purpose of ensuring the delivery of the maintenance, enhancement and promotion of the Facility for the benefit of the community of and visitors to Stonehaven (the “Project”).

The Project Key Objectives

The Council and the Volunteer Organisation agree the following aims are key to the success of the Project (the “Key Objectives”):

- Securing the future of the Facility and improving its financial sustainability;
- Ensuring the continued maintenance and upkeep of the Facility in keeping with its status as an iconic facility;
- Recognition of the unique importance of the Facility to Stonehaven and the North-East of Scotland as an important community asset and major tourist and visitor attraction; and
- Promotion of the Facility as a tourist attraction within and outside of the North East of Scotland.

Achieving the Key Objectives

The Council and the Volunteer Organisation shall comply with the terms and conditions of the Agreement in the delivery of the Key Objectives and will work together to support each other in achieving the Key Objectives.

Both Parties will undertake engagement with the local and national population to ensure the Facility and the services it offers develop in such a way as to attract new users whilst meeting the needs of existing service users.

The Council shall ensure that elected members are represented at events linked to fundraising and publicity for the Facility.

The Parties will aim to maximise the Facility opening period for between 13 and 14 weeks every year to ensure Facility availability continues to match user demand.

This is the Appendix Referred to in the foregoing Agreement between Aberdeenshire Council and the Volunteer Organisation of Facility

Part B: The Health and Safety Protocol

The Volunteer Organisation of Facility Protocol

Volunteer Supported Works falling under the requirements of the Construction (Design and Management) Regulations 2015 and Health and Safety at Work etc. Act 1974

- 1 The Construction (Design and Management) Regulations 2015 (“the Regulations”) came in to force in April 2015. The Regulations set out the roles and responsibilities different parties or duty holders have when they are involved in a construction project, to ensure that everyone **works together** to **plan, organise** and carry out tasks in a safe manner. The definition of construction under the Regulations is wide and includes maintenance works, such as those carried out by The Volunteer Organisation of Facility (“the Volunteer Organisation”).

“**construction work**” means the carrying out of any building, civil engineering or engineering construction work and includes:

- (a) the construction, alteration, conversion, fitting out, commissioning, renovation, repair, upkeep, redecoration or other maintenance (including cleaning which involves the use of water or an abrasive at high pressure, or the use of corrosive or toxic substances), de-commissioning, demolition or dismantling of a structure
- (b) the preparation for an intended structure, including site clearance, exploration, investigation (but note site survey) and excavation (but not pre-construction archaeological investigations), and the clearance or preparation of the site or structure for use or occupation at its conclusion
- (c) the assembly on site of prefabricated elements which immediately before such disassembly, formed a structure
- (d) the removal of a structure, or of any product or waste resulting from demolition or dismantling of a structure, or from disassembly, of

- prefabricated elements which immediately before such disassembly formed such a structure
- (e) the installation, commissioning, maintenance, repair or removal of mechanical, electrical, gas, compressed air, hydraulic, telecommunications, computer or similar services which are normally fixed within or to a structure

2 Roles

- 2.1 Under the Regulations, each duty holder has distinct roles and responsibilities in relation to **planning, organising** and making sure that everyone is **working together** safely.
- 2.2 Where the Regulations apply Aberdeenshire Council will be the Client and/or Principal Contractor and will usually be the Principal Designer. The volunteer group will be the contractor in terms of the Regulations – i.e. the group in charge of carrying out the construction work including maintenance. The main duty of the contractor is to plan, manage and monitor the work in a way that ensures the health and safety of anyone it might affect (including members of the public)
- 2.3 Aberdeenshire Council will appoint the Volunteer Organisation or the volunteer group as a sub-contractor for specific and pre-agreed tasks only. Those tasks will be restricted to tasks which the Volunteer Organisation (and their individual volunteers) are assessed as competent to undertake. This assessment of competence will be undertaken by the Council; the Volunteer Organisation will be required to demonstrate competence by a number of means which the Council will assess and may approve or reject as appropriate. If an individual is not approved as competent by the Council for the particular works, s/he is prohibited from involvement in the undertaking of those works.

3 Before starting work

Prior to commencing any task, the following must take place:

3.1 Prior Approval of Tasks

- 3.1.1 Failure to follow this guidance will result in a prohibition on works commencing and/or immediate cessation of activities already commenced and exclusion from the site.
- 3.1.2 Aberdeenshire Council, Lifelong Learning & Leisure Service must be **informed in writing of and agree** to all works to be undertaken by Volunteers in advance of works beginning.

- 3.1.3 The application form for consent to carry out works must be completed, submitted and approved before works commence. This will be considered by the Property Service in conjunction with the Leisure Management and the Community Leisure Officer on site (CLO) who may agree the work or request more detail particularly in relation to competence to carry out the proposed tasks.
- 3.1.4 A list of tasks or activities which the Volunteer Organisation will not be allowed to undertake will also be provided by the Property Service (e.g. not allowed to erect or dismantle scaffolds, work with asbestos). For the avoidance of doubt, any tasks that are not pre-authorised, no matter how minor, will not be permitted.
- 3.1.5 This approval process will determine whether the Volunteer Organisation (and specific individuals within the Volunteer Organisation) can demonstrate the relevant competencies (competence is defined as skills, knowledge and experience plus organisational capability) to complete the task appropriately. Issues of competency will initially be considered by Brian Duthie, Principal Building Surveyor; if competency cannot be determined at the initial stage the Volunteer Organisation will not be allowed to engage in tasks.
- 3.1.6 Advice on the completion of the Application form can be sought from, Brian.duthie@aberdeenshire.gov.uk Principal Building Surveyor of Aberdeenshire Council Property & Facilities Management Service.
- 3.1.7 Under the Regulations, a **Construction Phase Plan (“CPP”)** is required for any project deemed to fall within the definition of ‘construction’. Maintenance works may fall under that definition. This plan does not need to be complicated and will be suitable, proportionate and appropriate for tasks to be completed.
- 3.1.8 The process of completing this document will help ensure that the task has been properly **planned** and **organised**, with all parties **working together** to ensure the activity is carried out safely.
- 3.1.9 The CPP will be drawn up by Aberdeenshire Council.

3.2 Risk Assessment and Method Statements (“RAMS”)

- 3.2.1 The Volunteer Organisation will be required to submit a Risk Assessment and Method Statement for each task they propose to carry out.
- 3.2.2 Risk Assessments and Method Statements must be submitted and assessed for suitability by Aberdeenshire Community Leisure Service. The Community Leisure Officer iain.smith@aberdeenshire.gov.uk will liaise with specialist

services within Aberdeenshire Council including H&S (Brian Sutherland), CDM Adviser (Douglas Thomson or Ian Herriot) and the Property Service (Brian Duthie) as appropriate.

- 3.3.3 Failure to follow safe systems of work or agreed RAMS will lead to a review of the current agreement with the 'Volunteer Organisation' and the work activity will cease immediately.

4 Induction

- 4.1 Prior to any tasks taking place a Health & Safety induction process will be completed for each member of the Volunteer Organisation. This induction will be repeated on an annual basis. The purpose of the induction is to -

- confirm the activity approval process,
- highlight the general approach to the completion of tasks to be adopted,
- highlight any specific local areas of particular concern such as operations in or around a swimming Facility basin or other unusual features on site
- any relevant legislative or statutory amendments
- any other relevant issues pertaining to the Volunteer Organisation or the proposed tasks

- 4.2 The induction process will be run by the Council's Wellbeing Team, the Community Leisure Service and with support from the Property Service and a CDM Adviser as appropriate.

- 4.3 Records of attendance and completion of the induction will be maintained. The Volunteer Organisation must inform the Council if any new volunteers require to be inducted prior to any work being carried out by that person. Records will be submitted and kept by the Community Leisure Service with copies submitted to Wellbeing Team. **No individual is to carry out any tasks without attending an induction. Failure to adhere to this will result in immediate cessation of the task on site and the Volunteer Organisation will be asked to leave site immediately.**

5 Health and Safety Training

- 5.1 The importance of health and safety training is recognised by all parties. Structured training events (specifically tailored to the list of tasks in the agreed Programme of Works) will be run at least annually by the Council's Wellbeing Team for those involved in planning and carrying out activities. Further training courses will be arranged if and when additional volunteers are identified, or when additional training needs are identified.

5.2 Key Contact

Training will be coordinated by Graeme.stephen@aberdeenshire.gov.uk
Senior Practitioner, Wellbeing Team 01467 537690

5.3 Health and Safety Support

Ongoing health and safety support will be provided by Aberdeenshire Council H&S Team, (key contact detailed below) in relation to:

- General H&S advice
- RIDDOR advice (Accidents & Incidents)
- Model Risk Assessment and ongoing support
- H&S Newsletters

5.4 Key contact

H&S advice will be coordinated by B.sutherland@aberdeenshire.gov.uk
Health and Safety Adviser 01467 537364 or if unavailable call the H&S Duty
Number 01467 537515

Specialist health and safety advice in relation to CDM issues will be provided by Property & facilities Management Service CDM Adviser in relation to:

- General CDM advice
- Provision of Pre-Construction information
- Provision of Model Method Statements

5.5 CDM Key contact

For CDM advice contact ian.herriot@aberdeenshire.gov.uk CDM Adviser
01467 536383 or Douglas.thomson@aberdeenshire.gov.uk CDM Adviser
01467 536413

6 Insurance

The Volunteer Organisation are required to provide evidence that they have arranged appropriate liability insurance to the satisfaction of the Council's Insurance Section. Insurance certificates will be submitted and kept by the Community Leisure Service with copies submitted to Aberdeenshire Council's Insurance section.

7 During works

7.1 The Volunteer Organisation will be responsible for conducting their work and carrying out tasks in a safe manner and in accordance with the RAMS.

7.2 Work areas must be maintained in a safe and tidy condition at all times.

- 7.3 Suitable supervision arrangements are to be provided by either
- the Volunteer Organisation in respect of simple tasks i.e. painting at ground level without a requirement for the use of ladders or other equipment for access to the work site at height or;
 - The Community Leisure Service in respect of what it considers to be more complex or higher risk tasks (to be determined by the Property Service jointly with the CDM Adviser and H&S team).
- 7.4 The supervision responsibility will be agreed by Aberdeenshire Council before the task begins on site.
- 7.5 Lone working will not be permitted.

8 Monitoring of the works & Ongoing Compliance

- 8.1 A Community Leisure Service officer will visit the site daily to ensure activities are being carried out by competent individuals and in accordance with the risk assessments and method statements and plans of work and CPP. Regular additional visits will be completed by Officers of Property & FM and Health & Safety Team.
- 8.2 Should there be any safety concerns which arise during the course of works, advice should be sought from Aberdeenshire Council's Health & Safety Team (01467 537515). Work must cease until the Council have been notified and advised that the tasks may continue. If working practices or activities engaged in are found not to be in accordance with the agreed work programme and RAMS then Aberdeenshire Council will suspend activities immediately and all members of Volunteer Organisation will be required to leave site with immediate effect.

9 Access to Sites

- 9.1 It is important that a record of all people on site is maintained at all times.
- 9.2 Prior to carrying out any works the Volunteer Organisation and all members of that organisation are required to sign in and out of the site. A sign in sheet will be available at the site entrance and will be monitored and managed by the Community Leisure service. The Duty Officer at the (specify Council establishment at/close to the facility) is responsible for monitoring the Volunteer Organisation' access to the Facility and ensuring that the sign in sheet is appropriately completed.

- 9.3 Access to the site will not be allowed unless properly recorded. Any individual on site without signing in as described will be asked to leave site immediately.
- 9.4 The Duty Officer will ensure thorough regular checks of personnel on site that appropriate sign in/out procedures are being followed.
- 9.5 At all times when any voluntary work is being carried out within any Aberdeenshire Council property no volunteer shall be on site without the prior approval of the facility operating service, the site/buildings must be secured to any unauthorised access. This is a shared responsibility of both the Service and the volunteer organisation when present on site.
- 9.6 The Volunteer Organisation must not enter the Facility while any other contractor is working on the site/buildings.

10 Personal Protective Equipment (“PPE”)

- 10.1 Appropriate PPE must be worn at all times when on site. This includes suitable head protection (hard hats), high-vis vests or jackets, appropriate footwear, gloves and eye protection. A stock of PPE will be provided by the Leisure Management Service for use where regular work is undertaken. A sign in/sign out sheet for this equipment will be provided and retained within Stonehaven Leisure Centre.

11 Equipment

- 11.1 The Volunteer Organisation shall not make use of any Aberdeenshire Council access equipment or other equipment, tools or machinery and the like without the express permission of the Community Leisure Officer/Duty Manager. The CLO/Duty Manager will be required to assess and approve or otherwise the use of the equipment, tools etc. for the task identified. Specialist advice from colleagues in other Services will be available to support this assessment (e.g. onsite inspection of equipment to be used).
- 11.2 All equipment, tools, machinery etc used by the Volunteer Organisation must be PAT tested in accordance with current legislative standards. PAT certificates will require to be submitted for approval prior to the task commencing as part of the RAMS.

12 Emergency Precautions

- 12.1 It is the responsibility of the Community Leisure Officer/Duty Officer to advise the Volunteer Organisation on the fire and other emergency procedures in place.

13 Asbestos

- 13.1 While Volunteers are working on any of Aberdeenshire Council properties they will be advised by the establishment Manager to view the specific asbestos register in place for the property in which tasks are to be completed. This register is held on site and is always available for review.
- 13.2 All areas of the Facility where asbestos is located have been clearly labelled in situ.
- 13.3 Volunteers will be prohibited from any activity where it is likely they will come in contact with any material which may contain asbestos.

14 Accident Recording

- 14.1 An accident recording book is available on site. Each incident including near misses **must** be entered is to be reviewed at least weekly by both the Volunteer Organisation and the Community Leisure Officer to ensure issues/accidents are not repeated, patterns are identified and appropriate action is taken – B.sutherland@aberdeenshire.gov.uk to be informed of all accidents, incidents and near misses.

15 Faulty Equipment

- 15.1 All faulty equipment or tools must be labelled by the Volunteer Organisation and quarantined or otherwise isolated from general use pending appropriate repair. A record will be maintained by the Volunteer Organisation of issues arising, repairs completed and date of return to general use or removed from service. The Community Leisure Officer will be responsible for liaising with The Volunteer Organisation to ensure that faulty equipment, tools etc., are identified, marked as faulty, isolated, repaired and/or removed from operations.

16 Quality of Work

- 16.1 The agreed Programme of Works and associated documentation will specify the required standard of works and the materials to be used.

- 16.2 The works in progress will be reviewed weekly by the Community Leisure Officer and a written record maintained of any defects. This report will be reviewed weekly by Property & FM Service Property Inspector.
- 16.3 Aberdeenshire Council staff will raise any issues in terms of health & safety, operations, work progress and quality or any other issue with the Volunteer Organisation immediately on inspection and at weekly meetings. Any Council Officer (Leisure Manager, Community Leisure Officer, Duty Manager, H&S Officer, Property Officer, and CDM Adviser etc.) can have works suspended immediately if there are health and safety concerns or other issues with works on site not conforming to RAMS and this Protocol.
- 16.4 Defects arising during the works or evidenced after completion must be rectified within 28 days of the notice of defect being issued in writing or volunteer/organisation being otherwise made aware of the issue by the Council.
- 16.5 If defects are not remedied within 28 days the Property & FM Service will arrange for these to be completed with re-charge to the establishment. The Leisure Service has the ability to stop the Volunteer Organisation carrying out work if it is deemed they cannot meet an appropriate quality standard.
- 16.6 Both parties (the Council and the Volunteer Organisation) acknowledge that HSE inspection of works on site is inevitable. Both parties agree to adhere to this protocol and all associated documentation and procedures at all times. Failure to adhere to the protocol and associated documentation will result in immediate suspension of tasks and removal from site.

Site Specific Issues

Aberdeenshire Council Property: - Facility;

- Any tasks requiring work at height should be carefully considered with prior approval and operational input from Aberdeenshire Council. The Work at Height Regulations 2005 ("WAH 2005") should be considered as part of the planning and organisation of the task and, if the work at height cannot be avoided, the Council should determine whether the Volunteer Organisation have the appropriate competence and qualifications to carry out the task safely and decide on what, if any, monitoring or supervision of the works is necessary. If that cannot be determined, then the task should be undertaken by another contractor who is able to carry out the task in compliance with the Regulations.
- All ladders will be secured using a ladder stability device at all times.
- Any scaffolding utilised requires to be erected and taken down by suitably trained and qualified operatives and in accordance with manufacturer's

guidelines and or recognised standards. Competence checks will be carried out by the Council in advance/or demonstrated by the Volunteer Organisation.

Further information

Volunteers are encouraged to read the following documents to ensure they are familiar with the range of issues that may be encountered and appropriate actions to be taken.

[L153 Managing health and safety in construction](#)

[Indg344 the absolutely essential health and safety toolkit](#) (available to purchase from [HSE Books](#))

This is the Appendix Referred to in the foregoing Agreement between the Parties

Part C: Facility Equipment

[insert list of items to be included]