

**PREMISES ARRANGEMENTS for  
EARLY YEARS and CHILDCARE PROVIDERS OPERATING on  
SCHOOL or COUNCIL SITES**

The following premises arrangements are applicable for agreements between **community schools** and 3<sup>rd</sup> party early years and childcare providers.

Schools may use the powers contained in the Education Act 2002 to agree charging arrangements but **in the absence of an agreement the charges below will apply**. These arrangements are also applicable when other council premises are used to deliver early years and childcare services.

These arrangements are **recommended to all other schools**, including those operated by Diocesan authorities (voluntary controlled and voluntary aided schools) and academies in Oxfordshire.

1. There must be a formal lease or licence in place, before the organisation occupies the premises.

A lease will be required where the organisation will have exclusive possession of the premises or may be required where the organisation has exclusive possession of the premises during designated hours. The lease will be contracted out of sections 24-28 Landlord & Tenant Act 1954.

A licence will be required where occupation of the premises is shared with the school.

2. In the case of community schools Oxfordshire County Council will be the party to grant a lease or licence, with agreement being drafted up by Law and Culture (Legal Services)
3. Organisations should meet their own running costs which includes gas, electricity, water, insurance, cleaning etc. This may be charged by the school as a percentage of actual costs incurred by the school apportioned based on floor area occupied by the organisation.
4. Organisations will be responsible for paying the Council's legal and agents fees in relation to the completion of the lease/ licence. The Council is to keep costs as low as possible by using template heads of terms and agreements wherever possible
5. Any rents payable will be paid into school budgets
6. In the absence of an alternative agreement the following charging arrangements will apply:-

<b>A. Providers of Nursery Education Funding (NEF) places</b> (including those also offering childcare places)	<b>Rent</b>	<b>External Repairs</b>	<b>Internal Repairs</b>	<b>Running costs</b>
<ul style="list-style-type: none"> <li>Organisations located on school sites, providing its own building. e.g. prefabricated/ temporary buildings</li> </ul>	£500 per annum (ground rent)	Tenant	Tenant	Tenant usually by way of separate meters
<p><b>Note</b> - Where the charges are to be implemented when leases are due to expire before end 2015, there will be a stepped increase from the current annual ground rent payable of £150 to £300 in years' one and two of the new lease until year three when the full rent of £500 per annum will become payable. For any new lease negotiations the full rent will be imposed with immediate effect.</p>				
<ul style="list-style-type: none"> <li>Organisations using school/council buildings e.g. surplus school buildings/rooms</li> </ul>	£3.00 per sq.ft /£30 per sq.m per annum	Landlord/ Delegated schools budget*	Tenant	Tenant by way of apportioned costs or separate meter
<p>Note: the rent charge will be principally payable on the area of exclusive use.</p> <p>* It may be appropriate to include a clause requiring the tenant to make reasonable contributions to exterior repairs and maintenance costs for the area of exclusive use.</p> <p>Where other areas of the school property are intended to be shared e.g. ball pools, school halls, this will be negotiated separately and based on the hours of use of those shared areas and times of use</p>				
<ul style="list-style-type: none"> <li>Day nurseries</li> </ul>	A rent, negotiated individually	As agreed between parties	As agreed between the parties	As agreed between the parties

<b>B. Providers solely providing breakfast clubs, after school clubs, holiday playschemes.</b>	<b>Rent</b>	<b>External Repairs</b>	<b>Internal Repairs</b>	<b>Running costs</b>
<ul style="list-style-type: none"> <li>Not for profit/low margin organisations – includes social enterprises and sole traders where the owner works in the provision</li> </ul>	Peppercorn	Landlord/ Delegated schools budget	Landlord / Delegated schools budget	Tenant by way of apportioned costs or separate meter
<ul style="list-style-type: none"> <li>Commercial organisations</li> </ul>	A rent negotiated individually; either based on schools individual hire policy for accommodation used out of school hours, or based on £6.00 per sq.ft apportioned for hours of use.	Landlord/ Delegated schools budget	Landlord/ delegated schools budget	Tenant by way of apportioned costs charged by the school

**In addition:-**

**I. For providers of Nursery Education Funding (NEF) places, including those also offering childcare places**

- The landlord will have the right to terminate the lease/ licence in the event that the NEF is withdrawn by the Council, in accordance with the NEF agreement, with Ofsted being the sole arbiter of quality

**II. For providers solely providing breakfast clubs, after school clubs, holiday playschemes.**

- The lease/ licence contains a clause giving the right to terminate the agreement in the event of the provision being considered inadequate, either by reference to an Ofsted inspection or where there is no Ofsted registration, by the landlord at the landlords absolute discretion.

Approved at Delegated Decisions by Cabinet Member for Children and Education and Families  
8 December 2014

The meetings papers, which include back ground and rationale, can be found at  
<http://mycouncil.oxfordshire.gov.uk/ieListDocuments.aspx?CId=766&MId=4219>