

## **PREMISES ARRANGEMENTS FOR PROVIDERS SUPPORTING THE COUNTY COUNCIL'S STATUTORY OBLIGATIONS REGARDING SUFFICIENCY OF EARLY YEARS AND CHILDCARE PLACES OPERATING ON SCHOOL OR COUNCIL SITES**

The following premises arrangements are applicable for agreements between Oxfordshire County Council (OCC) maintained schools and third party early years and childcare providers (Providers) operating on school sites and other OCC premises deemed appropriate to deliver early years and childcare services. All requests from early years and childcare providers to be considered on a case by case basis by CEF and Estates officers, particularly in respect of non-school sites.

**The terms of the Lease/Licence (Agreements) must be negotiated by OCC's Estates Department. As Property owner, OCC will be named on the premises Agreement and not the school, with the Agreement being drafted up by OCC Law and Governance (Legal Services).**

1. There must be a formal Agreement in place, before the organisation occupies the premises.
2. A lease will be required where the organisation will have exclusive possession of the premises whether on a full-time basis or during designated hours. The lease will be contracted out of sections 24-28 Landlord & Tenant Act 1954.
3. A licence will be required where occupation of the premises is shared with the school or other occupier.
4. A rent or licence fee will be payable for the area occupied and/or used by The Provider.
5. The rent or licence fee will be liable for review as per the Agreement to the higher of the rent recommended by prevailing Cabinet Report Premises Arrangements for Early Years and Childcare Providers or Retail Price Index (RPI) increase. If so, requested by OCC the Provider will submit the financial records of the organisation and a percentage of profit/surplus maybe requested in addition to the premises annual rent.
6. Where the premises are a standalone building, the Provider is responsible for the all internal and external repairs and maintenance including maintenance and upkeep of external open areas such as gardens, playgrounds etc.
7. Where the premises form part of a larger building the Provider will be responsible for all the internal repairs and maintenance of areas that exclusively serve the premises.
8. The Provider is to make a reasonable contribution towards external repairs and maintenance costs for any areas shared with other occupiers and towards any services that the premises benefits from which the Provider does not arrange direct delivery to the premises.
9. The Provider will be required to meet the outgoings connected with the premises to include utilities, rates, telecommunication costs, building insurance and cleaning costs etc. Where shared the outgoings will be charged to the Provider as a percentage of actual costs incurred apportioned based on floor area and pro rata for hours & times of use. The Provider will need to have its own public liability insurance with a limit per claim acceptable to OCC.
10. The Provider will be responsible for all statutory compliance and good practice for the use of the premises. Where there are shared compliance duties, the pro rata cost will be charged to the Provider as a percentage of actual costs incurred apportioned based on floor area occupied by the Provider and pro rata for hours & times in occupation
11. Whether located as a stand-alone or on a school site, The Provider will comply with the Oxfordshire Safeguarding Children's Board <https://www.oscb.org.uk> policies and procedures.
12. Premises Agreements can be terminated early in the following circumstances:
  - a) by The Provider on 6 months prior written notice should the Provider have to close for whatever reason;

b) by OCC on 12 months prior written notice should the Premises be required by the OCC for education purposes or by OCC for any other statutory function.

13. The premises Agreement may also be terminated as soon as is practicable should there be a breach of the Early Education Funding Terms and Conditions<sup>1</sup> (or as subsequently changed or amended by legislation) or if Ofsted suspends registration of the Provider or judges the provision to be inadequate.

14. The Provider and OCC will be responsible for paying their own professional fees in relation to the completion of the Agreement<sup>2</sup>.

15. If the premises are located on a maintained school site, any rents payable will be paid into the school budget. This will be subject to review on Academy conversion

16. With regard to the above the following charges will apply:

<b>A. Providers of Early Education Funding (EEF) places</b>	<b>Rent (per annum)</b>	<b>External Repairs</b>	<b>Internal Repairs</b>	<b>Running costs</b>
Located on school sites, providing its own building.	£500 per annum (ground rent) subject to RPI increases at review.	Tenant	Tenant	Tenant usually by way of separate meters or apportioned costs in the absence of a meter.
In OCC Premises including school sites.	Equivalent of £3.00 per sq ft (£32.29 per sq.m) on area of occupied.	Landlord responsible but recharges Tenant	Tenant	Tenant by way of apportioned costs or separate meter
<b>B. Other</b>	<b>Rent</b>	<b>External Repairs</b>	<b>Internal Repairs</b>	<b>Running costs</b>
Providers solely providing breakfast clubs, after school clubs and not for profit holiday playschemes. All must be located on school sites.	Peppercorn	Landlord/ Delegated schools budget	Landlord / Delegated schools budget	Tenant by way of apportioned costs or separate meter
Commercial organisations (Not providing formal Childcare Education) e.g. profit making holiday Clubs, sports clubs, wrap around care on non-school sites	A rent negotiated individually; either based on school's individual hire policy for accommodation used out of school hours, or on a market rent.	Landlord/ Delegated schools budget	Landlord/ Delegated schools budget	Tenant by way of apportioned costs charged by the school

17. Where other areas of the school property are intended or are agreed to be available for use by the Provider e.g. swimming pools, school halls, this will be negotiated and charged separately based on the hours of use and times of use.

<sup>1</sup> [Early Education Funding Terms and Conditions](#)

<sup>2</sup> If the school receives the rent they will be expected to pay a contribution towards fees:  
Ground Lease £500  
Premises Lease £1,000

18. Where new accommodation is provided through a combination of funding sources, including some match funding from the provider, special arrangements may be made.

**In addition:-**

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

- The landlord will have the right to terminate the Agreement in the event that the EEF is withdrawn by the Council, in accordance with the [Early Education Funding Terms and Conditions](#) or subsequent legislation.

**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 landlord's absolute discretion.