



School Premises Management Handbook

8. Third party use of school sites



Lettings – all schools

Schools are community facilities, funded by the taxpayer, and schools are encouraged to enable other groups to use their facilities where this is appropriate. While each school will determine their own procedures and pricing structure, the council expects:

- ➔ No use of any part of the school site or buildings will take place without a written agreement signed in advance, which will include a requirement that the hirer has adequate and appropriate insurance
- ➔ Use will be appropriate for a school and will not include organisations or events that could bring the school or council into disrepute or raise concerns about political neutrality

Regular bookings outside of school hours (for instance by a club that uses the hall every Thursday evening) are acceptable so long as they do not provide rights which could be construed as giving rise to a license or a lease.

Licenses and leases – Community and Voluntary Controlled Schools

Broadly, a lease is required when a third party gains exclusive possession to a part of the school site for an agreed period or periods of time. A licence is required to enable a third party non-exclusive possession to a part of the school site. An example of a lease is an arrangement for a private nursery to operate out of a room or separate building at a school for the whole school day. A licence arrangement might be for an externally run breakfast or after school club to use a room for two or three hours a day.

A Community School may not enter into a lease or license, or into arrangements that would involve granting a lease or a license. This is because the legal interest in the land is held by the council and only the council enter into such legal agreements on behalf of the Community School. DfE permission is also required for certain licences/lease arrangements and this would need to be obtained by the council.

If the Community School is seeking to let a part of the school, the school should contact the Haringey Corporate Landlord team at



corporatepropertyservices@haringey.gov.uk



The school should be aware that any lease or license would be prepared by the council's legal team, at the expense of the school (unless the lease/license is at the request of the council).

If a Community School has previously entered into a lease or license (or an arrangement that would appear to be a lease irrespective of documentation) that is still being adhered to, without council approval and legal involvement, please contact the Corporate Landlord team without delay at

 corporatepropertyservices@haringey.gov.uk

so the council can take the necessary appropriate next steps.

If a Community School enters into a lease or license (or an arrangement that would appear to be a lease irrespective of documentation) without council approval and legal involvement, the costs of any necessary legal, compliance or rectification works will be met by the school.

Licenses and leases – Academy Schools

If the Academy School occupies the school property as a tenant under a lease from the council, as the landowner, there are obligations on the Academy School in the lease if it seeks to underlet a part(s) or the whole of the school property leased to the Academy Trust. Academies must ensure they comply with the underletting provisions of the lease, including for any residential accommodation within the school property leased from the council.

To discuss granting a potential underletting that would require the council's consent in accordance with their lease, the school should contact

 corporatepropertyservices@haringey.gov.uk

Academies must also adhere to the Schools Financial Procedure Manual – in the 2019 edition this includes requirements to obtain prior approval from ESFA before:

- ➔ Acquiring a freehold of land or buildings (paragraph 5.22)
- ➔ Disposing of a freehold of land or buildings (paragraph 5.22)
- ➔ Taking up a leasehold or tenancy agreement on land or buildings for a term of seven or more years (paragraph 5.25)
- ➔ Granting a leasehold interest, including a tenancy agreement, of any duration, on land and buildings (paragraph 5.25)

If an Academy School occupying under a lease from the council has previously entered into a lease or license (or an arrangement that would appear to be a lease irrespective of documentation) that should have been approved by the council as landlord, please contact the Corporate Landlord

 corporatepropertyservices@haringey.gov.uk to enable discussion about appropriate next steps.

If an Academy School occupying under a lease from the council enters into a lease or license (or an arrangement that would appear to be a lease irrespective of documentation) without council approval, the costs of any necessary legal, compliance or rectification works will be met by the school.



Additional Resources

Traded Services for Schools



www.tradedservices.haringey.gov.uk/contacts

Haringey Governors Online

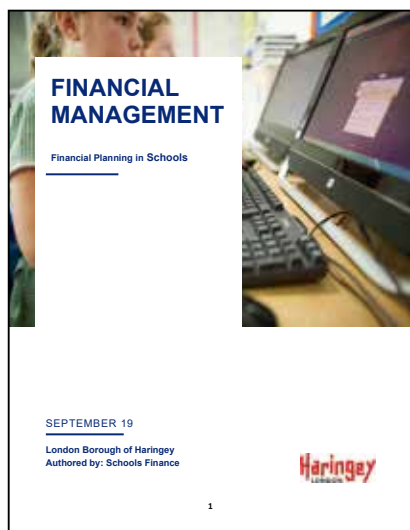


www.governors.haringey.gov.uk

School Financial Procedure Manual

This Manual contains operational guidance for schools' finance and related subjects.

Visit the school finance pages and download your copy at www.haringey.gov.uk



Get in touch

Corporate Landlord

Haringey Council
Housing, Regeneration & Planning
River Park House
225 High Road
London N22 8HQ



capital@haringey.gov.uk



www.haringey.gov.uk

Schools Finance team

Haringey Council
Housing, Regeneration & Planning
River Park House
225 High Road
London N22 8HQ



s-SchoolsReturns@haringey.gov.uk



020 8489 4491



www.haringey.gov.uk

If you would like this publication in a different format, such as large print, please write to us at: Corporate Landlord, Housing, Regeneration and Planning, Haringey Council, River Park House, London N22 8HQ.

Copyright Haringey Council 2020

Every effort has been made to ensure the accuracy of the content of this Handbook at time of publication.