 **Academies**

 **Property Information**

 **Note L**

## Entering a joint use agreement

| This Property Information Note L is for use where you will be sharing facilities with another organisation, typically a local authority, another academy or a not-for-profit company for a library, a nursery or sports facilities. If it involves sharing of playing fields please refer to the section below: **playing field joint use agreement principles.** |
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To ensure you use the right information and form, please also refer to:

* [the Introduction to academies property information notes;](http://www.education.gov.uk/aboutdfe/executiveagencies/efa/efafundingfinance/b00212638/efa-academies-capital/academypins)
* [Which Form;](http://www.education.gov.uk/aboutdfe/executiveagencies/efa/efafundingfinance/b00212638/efa-academies-capital/academypins)
* [The Glossary](http://www.education.gov.uk/aboutdfe/executiveagencies/efa/efafundingfinance/b00212638/efa-academies-capital/academypins).

You may also need to complete:

* Form A if you are granting a lease or
* Form B if the lease or disposal involves playing fields or
* Form C if the Joint Use Agreement also involves you entering a lease from another party.

Sharing facilities such as libraries, sports halls and theatres can make good sense as they can be used by more people and efficiencies are likely through sharing costs. Joint-Use Agreements are essential to clarify the rights and responsibilities of each party, including securing enough time and space for curricular and extra-curricular use by the academy. Occasionally, a joint use agreement with community users is a condition of sports and other grant-making bodies.

#### Playing field joint use agreement principles

The following are principles that the Secretary of State will expect to see reflected in any joint use or management agreement for the shared use of land falling within the definition of playing fields or a sports halls or leisure centres on the academy site.

#### Joint use agreements with not-for-profit organisations (local authorities, other academies and community clubs)

* The amount of actual use the academy trust has of the facilities after the agreement is at least the same as before it.
* The academy’s pupils will have first call on the facilities during all school hours and for at least half a day at weekends for practice or competition.
* That no charge is payable by the academy’s pupils for the facilities in or outside school hours.
* That the academy trust will share the costs of improving or installing any facility as well as its maintenance, insurance (buildings, equipment and public liability) and eventual replacement evenly with other users (or any third party company set up to manage the facilities).
* That the costs of managing the facilities by any third party organisation will be shared equally or borne entirely by the company with no recourse to the academy trust’s funds.
* Leases will not be for more than 30 years and all terms be reviewable at the instigation of the academy trust at least every 10 years including a review of whether the range of facilities still meet the needs of the users.
* Agreements should be clear safeguarding the health, safety and welfare of pupils and other users at all times.
* Agreements should aim to address the wide sporting and health and fitness needs of both sexes and meet any particular cultural needs of the local community.

#### Joint use agreements with profit-making organisations

* Agreements should follow an open tendering procedure to establish the best overall deal for the academy in the short and longer term and address the sporting and health and fitness needs of both sexes and meet any particular cultural needs of the local community.
* The amount of actual use the academy trust has of the facilities after the agreement is at least the same as before it.
* The academy’s pupils will, where required, have first call on the facilities during all school hours and for at least half a day at weekends for practice or competition
* A formal Community Use Agreement is in place to allow community users access to the facilities at no, or low cost.
* That the rent under any lease will reflect the investment being made by the lessee (or any third party management company) in improving or installing any facility as well as its maintenance, insurance (buildings, equipment and public liability) and eventual replacement.
* That the costs of managing the facilities by the lessee or any third party organisation will be shared equally or borne entirely by the company with no recourse to the academy trust’s funds.
* Leases will not be for more than 30 years (with no right to renew) and all terms be reviewable at the instigation of the academy trust at least every 10 years including a review of whether the range of facilities still meet the needs of the users.
* Agreements should be clear safeguarding the health, safety and welfare of pupils and other users at all times.

Form L should be used where you want to enter into a joint use agreement to share either facilities owned by the academy trust or owned by others such as the local authority or another academy. It is designed to make sure that the proposal is affordable from your existing General Annual Grant and that the relationship, rights and liabilities are recorded so everyone involved is clear about what is expected.

If you have received approval to capital funding from the EFA or DfE, you may still need separate consent for the Joint Use Agreement if this has not been expressly included in the terms of the consent letter.

#### Step 1 Decide whether consent is required and which form to submit

Double-check whether Form L is the right form for your proposal as using the wrong one could result in wasting time providing information that may not be required. Sometimes the agreement is really a licence to use facilities at given hours (which does not require consent) or a lease that does. Your legal advisers will be able to confirm the nature of the agreement.

If you are unsure, browse Which Form? to decide what form is appropriate or when Form L has to be submitted in support of another form, e.g. when you are entering or granting a lease. You may also find the Glossary helpful.

Form L indicates the anticipated timescale for a decision from the Secretary of State following the receipt of all the information required. You should build the time to appraise all the options as well as the EFA’s assessment process into your programme. If you are submitting Form L in support of an application using Form A, B or C, then the time for a decision is as set out in those forms.

Do not sign any contract until you have received written notification of the Secretary of State’s decision.

#### Step 2 Evaluate the options

Your application for consent will normally follow an options appraisal as set out in the [Academies Financial Handbook](http://www.education.gov.uk/aboutdfe/executiveagencies/efa/efafundingfinance/b00212647/external-assurance/academies-financial-handbook) . Depending on the level of complexity of the decision and the range of expertise you have within the academy trust itself, you may need external legal, financial and independent property advice to support the appraisal process.

#### Step 3 Submit the application

Once you are sure you have provided all the information requested in Form L and any other form you will need to submit as well, and your Accounting Officer have signed the declaration, please submit it. Applications submitted without this signature will not be assessed by the EFA and the indicative time shown for a decision will be delayed if you have not provided the information requested.

#### Step 4 Clarify any points in the application

Provide any further information we might request to clarify your application, so we can assess it as speedily as possible.



## Form L: Entering a joint use agreement

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| **Form L****Entering a joint use agreement**(if you are completing Form A, B or C with the Joint Use Agreement being subsidiary to that, please complete this form as well) |
| 1 | Academy Name and address |  |
| Academy Address |  |
| 2 | Academy Trust Name |  |
| 3 | Unique Reference Number & UPIN |  |
| 4 | Contact details for further information: |  |
| Name |  |
| Position |  |
| Email address |  |
| Phone numbers |  |
| **Outline of your project** |
| 5 | What is the purpose of the project? |  |
| 6 | 1. Who will the Joint Use Agreement be with?
2. Will this organization constituted separately from the academy trust?
3. Does this replace an existing agreement? If so, please provide a copy of this.
4. Please provide a copy of the heads of terms or draft agreement.
5. What facilities will be shared?
6. What hours do you have use of the facilities now? And what hours will you have use of the facilities in future under the terms of the Joint Use Agreement?
7. What hours will the other party/parties have use of the facilities?
8. How will the facilities be managed?
9. How with the facilities be paid for

 (a) initial capital investment, (b) on-going maintenance, and  (c) in replacing them?1. Will any charge be payable by the academy to use the facilities? If so, please provide details
2. Will any charge be payable by the other party/parties? If so, please provide detail.
3. If the facilities make a loss, who will bear the liability?
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| 7 | Attach a plan to standard required to enable registration at the Land Registry of the land where the building is located. Please show clearly any access routes (internal and external) or shared parking areas. |
| 8 | How will you manage safeguarding issues arising from the sharing of facilities? |  |
| **Costs, Benefits and Risks** |
| 9 | 1. If the joint user is a for-profit organisation, provide details of how the party was selected to demonstrate you were obtaining best value.
2. What costs will you be responsible for over the course of the agreement? (please provide details)
3. Please provide a three year financial forecast for the academy and for the joint user organization if this is separate.
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| **Title and consents** |
| 10 | Has your solicitor confirmed you have good title to enter into the proposed land transaction and that you have received any consents you need in addition to that of the Secretary of State for Education. | Name of the firm of solicitors having provided you with this confirmation: |
| **Accounting Officer Declaration***The signature of the Accounting Officer below signifies confirmation that the* Trust :1. Has complied with its duties and responsibilities under the Academies Act, itsFunding Agreement and the Academies Financial Handbook,
2. Has taken appropriate legal, financial and property advice,
3. Is satisfied the transaction represents value for money,
4. Confirms that the transaction does not involve any loan,
5. Confirms that the transaction is affordable without recourse to EFA or DfE capital or revenue budgets.
6. Is satisfied about all safeguarding issues, and
7. The information provided is a truthful statement and has brought attention to anything that might be pertinent to the Secretary of State’s decision, even if not asked directly.

Signed Accounting OfficerNameDate |

Please email the completed form with all attachments to: ***academy.questions@education.gsi.gov.uk***

You will receive an acknowledgement within three working days of receipt of this form providing a unique reference number. We will then determine if you have provided all of the information that we need to make a decision. We may well need to ask you for clarification or further information. It is your responsibility to make sure that your professional advisors, including solicitors, supply the information we have requested. We will only be able to consider your case after you have provided all necessary information.

After the information is complete, we aim to provide you with a decision within 10 working days.