

**Glasgow City Council****Contracts & Property Committee****Report by George Gillespie, Executive Director of Neighbourhoods, Regeneration and Sustainability****Contact: David McEwan****Ext: 74570****25-YEAR LEASE OF YOKERMAINS PARK, 156 GOLF DRIVE, GLASGOW, G15 6SU****Purpose of Report:**

To seek authority to grant a 25-year lease of Yokermains Park, 156 Golf Drive, Glasgow. G15 6SU to the Knightswood Football Club SCIO (KFC) through the People Make Glasgow Communities programme.

Recommendations:

It is recommended that Committee:

1. Notes the content of this report.
2. Grants' authority for the Executive Director of Neighbourhoods, Regeneration and Sustainability to approve a 25-year lease to Knightswood Football Club SCIO.
3. Approves that the Executive Director of Neighbourhoods, Regeneration and Sustainability in consultation with the Director of Legal and Administration be authorised to conclude all matters pertaining to the lease and to enter into necessary legal agreements on terms which are in the best interest of the Council.

Ward No(s): 13 – Garscadden/
Scotstounhill

Citywide:

consulted: Yes

Local member(s) advised: Yes

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1.0 Introduction

- 1.1 The purpose of this report is to seek approval to grant a lease of Yokermains Park to Knightswood Football Club SCIO. The premises are identified on the attached plan.
- 1.2 The People Make Glasgow Communities programme is a mechanism by which local people, community groups, third sector and other organisations can express an interest in having greater involvement in the management of local venues.

2.0 The Subjects

- 2.1 Yokermains Park consists of a former 11x aside pitch and surrounding grassed area.

3.0 Background

- 3.1 Glasgow Life (GL) renounced their lease of the Yokermains Park in 2022. In conjunction with the lease being revoked to Glasgow City Council, and the impact of Covid-19, the park has been inactive since 2019.
- 3.3 Knightswood Football Club is a community-led football organisation which has addressed health inequalities since its conception in 1974. KFC are a Scottish Charitable Incorporated Organisation (SCIO) and promote the following objectives:
 - The advancement of public participation in sport
 - To promote the advancement of public participation in football as a sport
 - Develop lifestyle issues and the fitness of all participating players
 - Provide a positive, safe non-competitive and competitive environment

- 3.4 Since 2021, KFC have been working and evolving through the People Make Glasgow Communities Programme, developing robust documentation such as 3-year financial projections, a business model and case and evidence of community engagement.

4.0 Evaluation of Application

- 4.1 The granting of a long lease of Yokermains Park to KFC will help to ensure that the community continues to benefit from the historical sports as detailed above.
- 4.2 KFC's application has been assessed by the PMGC Working Group as well as the PMGC Assessment Panel consisting of senior officers from GCC and Glasgow Life. Both groups consider it a good application and recommend that the proposal for a 25-year lease is accepted based on the terms outlined below.

5.0 Terms

5.1 The following terms have been provisionally agreed with Knightswood Football Club:

Head Landlord: Glasgow City Council

Tenant: Knightswood Football Club SCIO

Rent: £250 per annum.

Term: 25 years

Date of Entry: On completion of legal documentation.

Use: Knightswood Football club SCIO will ensure that the Subject remains a community asset used for the benefit of the community, allowing access to local clubs as well as teams and groups.

The use is restricted to the playing of sport and physical activities, or other activity suited to the Subjects' facilities. Complementary activities such as fairs, events, motorhome pitches, allotments and community larder will also be permitted subject to obtaining any necessary planning permissions.

Vehicular and pedestrian access will be retained in favour of DRC Youth Project who occupy Yoker Sports Centre as shown on attached plan.

Break Options: The Tenant will have the option to break the Lease at the end of years 2, 5, 10, 15 and 20 upon providing the Head Landlord with a minimum of 6 months' written notice.

Repairing Obligations: Full Repairing and Insuring terms.

Alterations: Structural alterations will not be permitted without the Head Landlord's prior written consent.

Non-structural alterations may be permitted with the Head Landlord's written consent, not to be unreasonably withheld.

Alienation:	The Tenant will not be permitted to assign its interest in whole or in part. Space within the Subjects may be made available for short-term hire.
Insurance:	The Tenant will be responsible for the building and contents insurance of the Subjects. Tenant's insurance policy must be evidenced on an annual basis.
	For the Term of the Lease, the Tenant will maintain Employer Liability and Public Liability Insurance cover from a reputable insurance company, for a minimum of TEN MILLION POUNDS (£10,000,000) STERLING for each and every claim and shall provide evidence of such cover to the Head Landlord upon request.
Dilapidations:	At the termination of the Lease, the Subjects will be returned to the Landlord in no worse condition than at the Date of Entry; this will be evidenced by an agreed Schedule of Condition prepared prior to the start of the Lease.
Rates and Utilities:	The Tenant will pay all rates and utility bills.
Statutory Compliance:	The Tenant will be responsible for statutory maintenance and compliance.
Tenant's Obligations:	On each anniversary of the Date of Entry, the Tenant shall provide to the Head Landlord the Monitoring and Evaluation information as contained in Annex A and Annex B.
	The Tenant understands there will be a high level of public and democratic scrutiny over the operation of the Subjects as a Council-owned facility and shall comply with any reasonable request from the Head Landlord.
	Failure to meet the KPIs in the business plan may result in a significant increase in the annual rent in line with the open market rent at that time, or in the Head Landlord giving written notice to terminate the Lease.
Legal Costs:	Each party is responsible for its own costs in the preparation of the Lease.

The lease will include as appropriate, terms and conditions that: (i) maintain a high level of public and democratic scrutiny over the operation of the council-owned facility, (ii) maintain close alignment with all relevant council policies, including mechanisms

for 'keeping pace' with future policy changes, and (iii) provide options for recourse should either of these things cease to be maintained or if any actions are taken by the leaseholder which the Council considers detrimental to its reputation or to the wider public interest.

6.0 Policy and Resource Implications

Resource Implications:

<i>Financial:</i>	N/A
<i>Legal:</i>	N/A
<i>Personnel:</i>	There are no personnel implications.
<i>Procurement:</i>	There are no personnel implications.
Council Strategic Plan:	The proposal supports: Grand Challenge 1, Mission 3: Work with partners to reduce health inequalities and the impact of deprivation and increase healthy life expectancy. Grand Challenge 2, Mission 3: Support accessible educational and social opportunities including arts and sport.

Equality and Socio-Economic Impacts:

<i>Does the proposal support the Council's Equality Outcomes 2021-25? Please specify.</i>	Yes, providing services that are accessible to the entire community. These services promote social and physical opportunities, alongside promoting the importance of physical health.
<i>What are the potential equality impacts as a result of this report?</i>	No impact.
<i>Please highlight if the policy/proposal will help address socio-economic disadvantage.</i>	N/A

Climate Impacts:

Does the proposal support any Climate Plan actions? Please specify: No impact.

What are the potential climate impacts as a result of this proposal? No impact.

Will the proposal contribute to Glasgow's net zero carbon target? No impact.

Privacy and Data Protection Impacts:

Are there any potential data protection impacts as a result of this report
Y/N

7.0 Recommendations

It is recommended that Committee:

1. Notes the content of this report.
2. Grants authority for the Executive Director of Neighbourhoods, Regeneration and Sustainability to approve a 25-year lease to Knightswood Football Club.
3. Approves that the Executive Director of Neighbourhoods, Regeneration and Sustainability in consultation with the Director of Legal and Administration be authorised to conclude all matters pertaining to the lease and to enter into necessary legal agreements on terms which are in the best interest of the Council.