



Glasgow City Council

Contracts and Property Committee

Report by George Gillespie, Executive Director of  
Neighbourhoods, Regeneration and Sustainability

Contact: David McEwan      Ext: 74570

**Item 3**

29th August 2024

**DALMARNOCK LEGACY HUB 301 SPRINGFIELD RD, GLASGOW, G40 3LJ –  
AUTHORITY TO CONCLUDE A LEASE OVER THE OFFICE, THEATRE AND  
FORMER NURSERY SPACE TO ROCKVILLA CIC**

**Purpose of Report:**

To seek Committee's authority to conclude a lease of the office, theatre and former nursery space owned by the Council to Rockvilla CIC on the terms noted within this report.

**Recommendations:**

It is recommended that the committee:

1. Notes the content of this report;
2. Approves a lease to Rockvilla CIC on the terms noted within this report; and
3. Approves that the Director of City Development in consultation with the Director of Legal and Administration be authorised to conclude all other matters pertaining to the lease agreements.

Ward No(s): 9 – Calton

Citywide: ✓

Local member(s) advised: Yes  No       consulted: Yes  No

## **1 Introduction**

- 1.1 This report relates to the request for authority to conclude a lease of the office, theatre and former nursery space owned by Glasgow City Council to Rockvilla CIC on the terms noted below.

## **2 Subjects**

- 2.1 The subjects form part of the Legacy Hub 301 Springfield Rd, Glasgow, G40 3LJ.
- 2.2 The subjects comprise part of the ground and the entire first floor.
- 2.3 The ground floor is currently vacant and was previously used as a nursery and café with an external play area.
- 2.4 The first floor comprises vacant offices, and a theatre/function suite. The offices are accessed via a shared entrance foyer by a lift and stairs and there are communal toilets and a tea preparation area.
- 2.5 The Legacy Hub has additional ground floor space, which would not form part of the proposed lease and comprises three ground floor retail units let as, a dentist, a doctors' surgery and a pharmacy.

## **3 Background**

- 3.1 The Dalmarnock Legacy Hub was conceived and developed to compliment of the hosting of the 2014 Commonwealth Games with the building officially opening on 9 October 2015.
- 3.2 Upon completion of the development the Peoples Development Trust (the Trust) leased out parts of the ground floor as a doctor's surgery, a pharmacist, and dentist, all on varying terms, together with part of the first-floor offices to Scottish Sports Futures (SSF).
- 3.3 In January 2019 the Trust went into administration and consequently the Council acquired the Hub for £1 together with various equipment in the building for a price agreed with the administrators.
- 3.4 Committee Authority was granted in March 2024 to allow the off-market lease negotiation with Rockvilla CIC in respect of the ground and first floor.

## **4 Rockvilla CIC Proposals**

- 4.1 Rockvilla CIC intend to provide office and community space on the first floor of the Legacy Hub, with a licenced area on the ground floor supporting both community and external uses. There was a Premises Licence for the Hub granted on 17 February 2017 for around a year. It is no longer in existence.

## 4.2 Ground Floor

4.2.1 Rockvilla CIC would apply for a licence for the premise to support the hire of the area for weddings, parties, functions etc. Rockvilla CIC intend to use this income to fund the community space above. A licensing agent has been appointed to progress an application.

## 4.3 First Floor

### 4.3.1 Theatre Area

It is proposed that this will be used for community activities and to host events as noted below

- Mayfest style Event
- Play a Pie and a Pint with local writers/performers.
- Community uses
- Free after school meals club run in connection with Mary's Meals

### 4.3.2 Offices

The intention is to let to local charities or community organisations at concessionary rentals with organisation being responsible for occupational costs.

4.4 A Community Advisory Board, or similar body, will be formed with the tenants and the local councillor and or other community members on the board.

## 5 Terms and Conditions

Landlord Glasgow City Council

Tenant: Rockvilla CIC

Subjects: Ground Floor

- Children's nursery approx. 2383 sq ft
- Kitchen approx. 417 sq ft
- General Area approx. 1069 sq ft

First Floor

- A suite of 8 offices and meeting rooms approx. 2932 sq ft
- A large function space 2740 sq ft (Bar area within the function space connected to the kitchen on the ground floor)
- Large landing area with toilets, reception area for the function space and breakout spaces

Rent:	<p>£750 per annum in respect of the theatre space in line with Glasgow City Council's Concessionary Rental Policy, subject to the annual submission to the Landlord of evidence of compliance with the Tenant's Obligations as listed in this document.</p> <p>The rental on the remainder of the space will be £25,000 p.a during the first three years.</p> <p>Yr 1 – 12 months rent free.  Yr 2 – Base rent plus 5% of function turnover  Yr 3 – Base rent plus 5% of function turnover</p> <p>The rental calculation will be reviewed in year 4 with the intention of a set figure plus a turnover rent on the bar area.</p>
Rent Review:	At the end of every 5th year, in accordance with the Concessionary Rental Policy prevailing at the time for the theatre space only. The remainder to be reviewed to open market value.
Date of Entry:	Upon conclusion of missives.
Term:	up to 25 years with The Tenant will have the option to break the Lease at the end of years 3, 5, and 15 upon providing the Landlord with a minimum of 6 months' written notice.
Use:	The Tenant will ensure that the Subjects remain a community asset used for the benefit of the community, allowing access to local people and organisations as well as groups linked to Rockvilla CIC as set out in the Management Agreement. The use is restricted to activity which makes best use of the asset, suited to the Subjects' facilities.
Repairing Obligations:	The Tenant will have Full Repairing and Insuring liabilities.
Alterations:	<p>Structural alterations will not be permitted without the Head Landlord's prior written consent.</p> <p>Non-structural alterations may be permitted with the Head Landlord's written consent, not to be unreasonably withheld.</p>
Alienation:	The Tenant will not be permitted to assign its interest in whole or in part.

Sub-letting of space within the Subjects may be permitted with the Landlord's prior written consent, not to be unreasonably withheld. Space within the Subjects may be made available for short-term hire.

**Insurance:** The Head Landlord will be responsible for the building insurance of the Subjects but does reserve the right to re-charge the costs to the Tenant.

For the Term of the Lease, the Tenant will maintain Public Liability cover for a minimum of Five Million Pounds Sterling (£5,000,000) and Employer Liability Insurance cover for a minimum of Ten Million Pounds Sterling (£10,000,000) and shall provide evidence of such cover to the Head Landlord upon request.

The Tenant will be liable for its own contents insurance.

**Dilapidations:** At the termination of the Lease, a photographic Schedule of Condition prepared prior to entry will form the basis of the minimum condition in which the Subjects will be returned.

**Rates and Utilities:** The Tenant will be liable for payment of all costs.  
Landlord

**Service Charge:** There will be a pro rata contribution to the management, operational and maintenance costs to include utilities. This will mainly be in relation to the District Heating and the curtilage

The lease will be conditional upon the following:

- Community Liaison - The tenants shall liaise with Councillor Linda Pike and/or any other appropriate local elected member as part of a Community Advisory Board, or similar body, formed in relation to the Hub
- Planning and Licencing Consent

## **6 Policy and Resource Implications**

### **Resource Implications:**

*Financial:* There would be a financial benefit to the council as they would receive a rental for the property and would also be relieved of the holding costs.

*Legal:* All transactions will be subject to review and conclusion by the Council's Corporate and Property Law section.

*Personnel:* There are no direct personnel implications.

*Procurement:* There are no procurement issues.

**Council Strategic Plan:** The proposal supports the theme of Resilient and Empowered neighbourhoods.

The Legacy Hub provides health care facilities to the community and the proposal would make best use of the existing facilities for the community

**Equality and Socio-Economic Impacts:**

*Does the proposal support the Council's Equality Outcomes 2021-25? Please specify.* The proposal does not directly support the Equality Outcomes but will provide a community facility to service the local area.

*What are the potential equality impacts as a result of this report?* There are no direct equality impacts.

*Please highlight if the policy/proposal will help address socio-economic disadvantage.* A thriving Legacy Hub will improve the area and assist with alleviating socio-economic disadvantage.

**Climate Impacts:**

*Does the proposal support any Climate Plan actions? Please specify:* The proposal does not directly support but does not contradict Climate Plan actions.

*What are the potential climate impacts as a result of this proposal?* There are no potential climate impacts.

*Will the proposal contribute to* The proposal does not directly support but does not contradict the net zero target.

*Glasgow's net zero  
carbon target?*

**Privacy and Data  
Protection Impacts:** None.

## **7 Recommendations**

It is recommended that the committee:

1. Notes the content of this report;
2. Approves a lease to Rockvilla CIC on the terms noted within this report; and
3. Approves that the Director of City Development in consultation with the Director of Legal and Administration be authorised to conclude all other matters pertaining to the lease agreements.