



Glasgow City Council

Contracts & Property Committee

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

Item 3

19th September 2024

Contact: David McEwan

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25-YEAR LEASE OF MOLENDINAR COMMUNITY CENTRE, 1210 ROYSTON ROAD, GLASGOW G33 1HE TO ST PAUL'S YOUTH FORUM SCIO

Purpose of Report:

To seek authority to grant a 25-year lease of Molendinar Community Centre at 1210 Royston Road, Glasgow G33 1HE to St Paul's Youth Forum SCIO.

Recommendations:

It is recommended that Committee:

1. Notes the content of this report.
2. Approves the terms provisionally agreed for an off-market letting of Molendinar Community Centre to St Paul's Youth Forum, through the People Make Glasgow Communities programme.
3. Grants authority for the Executive Director of Neighbourhoods, Regeneration and Sustainability to approve a 25-year lease to St Paul's Youth Forum SCIO. Molendinar Community Centre is currently leased to Glasgow Life until 31st March 2032, therefore the authority is required to cover:
 - The consenting of a sub-lease from Glasgow Life up to 31st March 2032.
 - The granting of a lease beyond 31st March 2032, for the remainder of the 25-year term.

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.

Ward No(s): 21 – North East

Citywide: ✓

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

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1.0 Introduction

- 1.1 The purpose of this report is to seek approval to grant a lease of Molendinar Community Centre to St Paul's Youth Forum. 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 a greater involvement in the management of local venues.
- 1.3 This report follows up on the report to the [Contracts and Property Committee of 17th March 2022](#), which approved the commencement of negotiations with St Paul's Youth Forum for a lease of Molendinar Community Centre. The 2022 report can be accessed here:

2.0 The Subjects

- 2.1 The facilities at Molendinar Community Centre (Molendinar) extend to 3,672 square metres, (0.367 hectares or 0.9 acres) overall, as shown hatched on the attached plan.
- 2.2 The building itself has a floor area of around 1,500 square metres. Built in 2006, Molendinar is situated in the North-East of the city and its facilities include a large sports hall, dance studio, meeting room, gym, IT suite and community café.
- 2.3 Molendinar is accessed from Provanmill Road and includes car parking.

3.0 Background

- 3.1 Glasgow Life (GL) currently has a 25-year lease of Molendinar which commenced on 01 April 2007. GL operated the facility until its closure in 2020, as instructed by the Scottish Government as part of the lockdown prompted by the Covid 19 pandemic. The Community Centre offered IT, sport and exercise facilities to the community, as well as rooms for hire for meetings, classes and clubs.
- 3.2 Subsequent to the pandemic, GL confirmed that it had no immediate plans to reopen Molendinar, and it was made available to lease through the People Make Glasgow Communities programme. St Paul's Youth Forum applied and as outlined in the aforementioned Committee Report of March 2022, were accepted to proceed towards the Development Phase of the PMGC process. In March 2022, Committee approval to enter into negotiations for a long lease of Molendinar was granted.
- 3.3 St Paul's Youth Forum (SPYF) has operated Molendinar under a Licence to Occupy since 28th April 2023, and now wishes to secure a long lease of the premises.

- 3.4 Established in 2011, SPYF's objectives are 'To promote the benefit of young persons and individuals within families resident or working in Glasgow, focused on the parish of St. Paul's Church and its environs without distinction of political, religious or other opinions by associating the local authority, voluntary organisations and inhabitants in a common effort to advance education and to provide or assist in the provision of facilities in the interests of social welfare for recreation and leisure time occupation with the object of improving their conditions of life and alleviating the effects of poverty'.

SPYF offers crucial support to the community and considers Molendinar to be a suitable venue from which to deliver its core services and to expand.

4.0 Evaluation of Application

- 4.1 The granting of a long lease of the premises to SPYF will help to ensure that the community continues to benefit from the facilities and services as detailed above and set out in more detail in the aforementioned committee report of March 2022.
- 4.2 SPYF's application has been assessed by the PMGC project working group as well as the Community Asset Working Group consisting of 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 St Paul's:

Head Landlord:	Glasgow City Council
Landlord	Culture and Sport Glasgow (Glasgow Life)
Tenant:	St Paul's Youth Forum SCIO 30 Langdale Street Provanmill, Glasgow G33 1HE
Rent:	£750 per annum in line with the Council's Concessionary Rental Policy, subject to the annual submission to the Head Landlord of evidence of compliance with the Tenant's Obligations listed below. The rent shall be paid to the Landlord.
Rent Review:	At the end of every 5th year, in accordance with the Concessionary Rental Policy prevailing at the time.
Date of Entry:	12 weeks after conclusion of missives.
Term:	25 years

Use:	The Tenant will use the Subjects for the benefit of young persons and individuals within families that are resident or working in the City of Glasgow, focused on the parish of St Paul's Church, and to alleviate the worst effects of poverty through the provision of activities and resources, which shall be free to the communities of Blackhill/Provanhill and beyond.
Break Options:	The Tenant will have the option to break the Lease on the 2nd, 4th 7th, 10th, 15th and 20th anniversary of the Date of Entry, upon providing the Landlord with a minimum of 6 months' written notice.
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:	<p>The Tenant will not be permitted to assign its interest in whole or in part.</p> <p>Sub-letting of space within the Subjects may be permitted with the Landlord's prior written consent, not to be unreasonably withheld.</p>
Insurance:	<p>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.</p> <p>For the Term of the Lease, the Tenant will maintain Public Liability and Employer Liability Insurance cover for a minimum of Five Million Pounds Sterling (£5,000,000) and Ten Million Pounds Sterling (£10,000,000) respectively for each and every claim and shall provide evidence of such cover to the Head Landlord upon request.</p> <p>The Tenant will be liable for its own contents insurance.</p>
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 to the Landlord.
Rates and Utilities:	The Tenant will be liable for payment of all costs.

Statutory Compliance:	The Tenant will be responsible for statutory checks and maintenance.
Tenant's Obligations:	<p>On each anniversary of the Date of Entry, the Tenant shall provide to the Head Landlord the Monitoring and Evaluation information as contained in the Monitoring and Evaluation template.</p> <p>The Tenant understands that 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 or Landlord.</p> <p>Failure to comply may result in a significant increase in the annual rent in line with the open market rent at that time, or in the Tenant being served with written notice to terminate the Lease.</p>
Legal Costs:	Each party is responsible for its own costs in the preparation of the Lease.

6.0 Policy and Resource Implications

Resource Implications:

<i>Financial:</i>	There are no financial implications.
<i>Legal:</i>	All transactions will be subject to review and conclusion by Glasgow City Council's Corporate and Property Law section.
<i>Personnel:</i>	There are no personnel implications.
<i>Procurement:</i>	There are no personnel implications.
Council Strategic Plan:	<p>The proposal supports:</p> <p>Grand Challenge 1, Mission 1: Prioritise anti-poverty policies and actions to improve wellbeing and tackle root causes of poor health.</p> <p>Grand Challenge 1, Mission 3: Work with partners to reduce health inequalities and the impact of deprivation and increase healthy life expectancy.</p>

Equality and Socio-Economic Impacts:

Does the proposal support the Council's Equality Outcomes 2021-25? Please specify.

N/A

What are the potential equality impacts as a result of this report?

No impact.

Please highlight if the policy/proposal will help address socio-economic disadvantage.

The proposal is expected to help address socio-economic disadvantage through SPYF's work to alleviate the worst effects of poverty through the provision of free activities and resources.

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

No

7.0 Recommendations

It is recommended that Committee:

1. Notes the content of this report.

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