



Glasgow City Council
Contracts & Property Committee

Item 2

29th August 2024

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

Contact: David McEwan

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25-YEAR LEASE OF BELL CRAIG COMMUNITY CENTRE, 10 GORSTAN STREET, GLASGOW G23 5QA

Purpose of Report:

To seek authority to grant a 25-year lease of Bellcraig Community Centre at 10 Gorstan Street, Glasgow G23 5QA to Summerston Childcare Ltd through the People Make Glasgow Communities programme.

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 Bellcraig Community Centre to Summerston Childcare Ltd, through the People Make Glasgow programme.
3. Grants authority for the Executive Director of Neighbourhoods, Regeneration and Sustainability to approve a 25-year lease to Summerston Childcare Ltd. Bellcraig 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): 15 – Maryhill

Citywide:

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

1.0 Introduction

- 1.1 The purpose of this report is to seek approval to grant a lease of Bellcraig Community Centre to Summerston Childcare Ltd. 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.

2.0 The Subjects

- 2.1 Bellcraig Community Centre (the Centre) is a single-storey brick building, opened in 1983 for use by the community. It comprises of a committee room, multi-purpose room, main hall and small hall, and an office/ reception, and extends to 1,001 square metres, as identified on the attached plan. There is no car park for the Centre but on-street parking is available.

3.0 Background

- 3.1 The Centre is owned by Glasgow City Council and leased to Glasgow Life.
- 3.2 Summerston Childcare Ltd (Summerston) is a charity (SC034825), registered in 2003 with its objectives stated as being:
 - To promote the care and education of children and primarily children of the residents of Summerston ('the Operating Area') and to promote the provision of facilities for the recreation and other leisure time occupations of such children in the interests of social welfare with the object of improving their conditions of life thereby enabling parents to work or pursue further/higher education or training.
 - To advance education among the residents of the Operating Area, particularly among young people and the unemployed.
 - To promote and/or provide training in skills of all kinds, particularly such skills as will assist residents of the Operating Area in obtain paid employment.
 - To promote, establish and operate other schemes of a charitable nature for the benefit of the community within the Operating Area.
- 3.3 Summerston Childcare Ltd currently comprises of two services within the Northwest of Glasgow: Summerston Family Learning Centre is located at Bellcraig Community Centre and officially opened in 2004, and Summerston After School Care is located within St Blanes Primary School. The latter opened in March 1995 in Caldercuilt Primary School, relocating to St Blanes in August 2023.

The charity has served the community by delivering safe, quality, affordable early learning and childcare for nearly 30 years, caring for and providing education for children and their families. It works in partnership with Glasgow

City Council to deliver these services and has worked with Glasgow Life to deliver community activities as well as family learning and support sessions.

Summerston Childcare Ltd now wishes to secure a long-term lease of the Centre and proposes to expand its business in order to provide community resources and support for all. Its plans include installing additional toilet facilities and adapting the games hall to add natural light and ventilation, before moving after-school care into the building. Summerston Childcare Ltd will effectively split the building into two halves, with one half providing care and education for children and families, and the other half containing a games hall and committee room which will be accessible to the community. It is proposed that the games hall and committee room will be available for hire by various services and organisations, as well as the community, for events, functions and meetings etc.

4.0 Evaluation of Application

- 4.1 The granting of a long lease of the Centre to Summerston will help to ensure that the community will benefit from increased childcare and early learning places.
- 4.2 Summerston'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 Summerston:

Head Landlord: Glasgow City Council

Landlord Glasgow Life

Tenant: Summerston Childcare Ltd

Rent: £750 per annum in line with the Council's Concessionary Rental Policy, subject to the annual submission to the 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 to deliver early learning and childcare, and to provide community resources and support.
- 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:** 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.
- 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.

Statutory
Compliance: The Tenant will be responsible for statutory checks and maintenance. Evidence of compliance with statutory regulations will be made available to the Head Landlord or Landlord upon request.

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 the Monitoring and Evaluation template, to evidence compliance with the agreed use of the Subjects.

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.

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.

Legal Costs: Each party is responsible for its own costs in the preparation of the Lease.

Operational
Requirements: The Tenant will have full responsibility.

6.0 Policy and Resource Implications

Resource Implications:

Financial: There are no financial implications.

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

Personnel: There are no personnel implications.

Procurement: There are no procurement implications.

Council Strategic Plan: The proposal supports:
Grand Challenge 2, Mission 3: Continue to plan for early years education, primary and secondary provision and school estate.

Grand Challenge 2, Mission 3: Support the expansion of free childcare hours and make the

current offer more flexible to support parents in shift work or irregular employment to be able to use them.

Equality and Socio-Economic Impacts:

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

Yes: Council Family Equality Outcome 1 is supported, in that the proposal will allow Summerson to provide additional childcare places, benefitting more families and enabling them to enter employment or training.

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 will allow more families within the community to benefit from the provision of childcare, enabling them to enter employment or training.

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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