



Glasgow City Council

Contracts & Property Committee

**Report by Executive Director of Neighbourhoods,
Regeneration and Sustainability**

Item 3

10th October 2024

Contact: David McEwan

Ext: 74570

25-YEAR LEASE OF NETHERCRAIGS SPORTS COMPLEX, 310 CORKERHILL ROAD, G52 1RR to POLLOK UNITED SCIO SC044127.

Purpose of Report:

To seek authority to grant a 25-year lease of Nethercraigs Sports Complex, 310 Corkerhill Road, G52 1RR to Pollok United SCIO (SC044127) 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 a 25-year lease of Nethercraigs Sports Complex to Pollok United SCIO 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 Pollok United SCIO. Nethercraigs Sports Complex 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): 4 – Cardonald

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 Nethercraigs Sports Complex to Pollok United SCIO (SC044127). 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 16th June 2022, which approved the commencement of negotiations with Pollok United Nethercraigs CIC for a lease of Nethercraigs Sports Complex. Since this approval, Pollok United are now pursuing the lease under Pollok United SCIO (SC044127) rather than the CIC. The 2022 report can be accessed here: [Seeking authority to enter into negotiations for an off-market letting of Nethercraigs Sports Complex, 310 Corkerhill Road, G52 1RR to Pollok United Nethercraigs](#)

2.0 The Subjects

- 2.1 The facilities at Nethercraigs Sports Complex (the Club) extend to 8.25 hectares (20.38 acres) overall as shown in the black line boundary on the attached plan and comprise of an outdoor floodlit 11 a side 3G synthetic pitch, 3 grass football pitches, 1 grass rugby pitch, 4 x 5 a side courts an athletics track, gym and dance/ fitness studios, MUGA (Multi Use Games Area) and changing facilities.
- 2.2 Adjacent to the car park is a skate park, which will continue to be managed by the Glasgow City Council.
- 2.3 The Club is accessed off Corkerhill Road and includes car parking.

3.0 Background

- 3.1 The indoor facilities at the Club are housed within a single storey steel framed building dating circa 1970 and refurbished in June 2004. It is owned by Glasgow City Council and occupied by Glasgow Life.
- 3.2 The outdoor sports facilities are currently operated via Pollok United (Pollok) originally part of the Community Activation Pilot. Pollok continue to provide access for a number of groups and organisations that used the facilities prior to the Covid 19 pandemic.
- 3.3 Pollok is a Scottish Charitable Incorporated Organisation registered July 2013 (SC044127). The objectives of Pollok are to carry out activities which benefit the community and in particular (without limitation) to:

- (a) To advance public participation in the sport;
- (b) To provide the organisation of recreational activities with the object of improving the conditions of life for the persons for whom the facilities or activities are primarily intended; and
- (c) The advancement of health.

- 3.4 Pollok have been delivering football, aerobic exercise, cycling and educational and charitable activities since 2006. Since inception, they have evolved to take a more community-centric approach to their programming and activities, developing from a football club into a sports charity organisation.

Pollok have been managing the outdoor facilities at the Club since October 2020 as part of a Glasgow Life Community Activation Pilot. This included managing bookings, maintenance, communications, and marketing. Pollok have also managed and maintained the pitch at the Dennis Donnelly Centre since 2013, and at the Corkerhill Community Centre, including café, office, and community space, since 2019 and it continues to do so.

- 3.5 The Club provides a base for Pollok to deliver their services and support to the local community. They continue to provide access to other groups and schools.
- 3.6 Pollok continues to be successful in securing capital funding to make continuous improvements to the Club.

4.0 Evaluation of Application

- 4.1 The granting of a long lease of the Sports Complex to Pollok will help to ensure that the local community will benefit from sports, leisure and community facilities.
- 4.2 Pollok United's application has been assessed by the PMGC project working group as well as the Assessment Panel consisting of officers from GCC and Glasgow Life. Both groups consider it an excellent 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 Pollok United:

Head Landlord: Glasgow City Council

Landlord: Glasgow Life

Tenant: Pollok United SCIO

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 ensure that the Subjects remain a community asset used for the benefit of the community, allowing access to local clubs as well as teams and groups from Pollok United SCIO.

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 and community ladders will also be permitted subject to obtaining any necessary planning permissions.

Break Options: The Tenant will have the option to break the Lease on the 2nd, 5th, 10th, 15th and 20th anniversary of the Date of Entry, upon providing the Landlord with a minimum of 6 months' written notice.

Head Landlord Initial Works: The Subjects will be made wind and watertight, specifically addressing water ingress via the roof, tower, windows, and cladding. The Tenant shall instruct the works to be undertaken by a contractor approved by the Head Landlord, following receipt of three quotes.

Repairing Obligations: The Tenant will have Full Repairing and Insuring liabilities, based on the Subjects being in a wind and watertight condition at the Date of Entry. The Tenant will not be liable for the correction of any latent defects.

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 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.

The Head Landlord will support the Tenant in its efforts to secure investment into the refresh of the synthetic pitches once they are assessed to be at the end of their natural life.

Rates and Utilities: The Tenant will be liable for payment of all rates and utility bills.

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.

As owner of the gym equipment, the Tenant will have full responsibility for its maintenance, repair, replacement, and insurance.

Other: The Tenant will have the option to include the Skate Park within the lease, should they wish to do so after undertaking a Community Consultation.

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

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 1, Mission 3: Work with partners to promote and support people in Glasgow to achieve improved physical, mental and emotional health and wellbeing.

Grand Challenge 1, Mission 4: Maximise the impact of the 2023 UCI Cycling World Championships and Glasgow's year as European Capital of Sport, by increasing participation in sport for marginalised groups and assessing provision of indoor and outdoor sports facilities, considering how gaps could be filled.

Equality and Socio-Economic Impacts:

Does the proposal support the Council's Equality Outcomes 2021-25? Please specify. The Club will be open to all irrespective of background or origin and will therefore contribute to equality.

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.

Positive impact towards reinstating and likely extending community use and services.

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

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