

**Glasgow City Council****Contracts & Property Committee****Report by Executive Director of Neighbourhoods, Regeneration and Sustainability****Contact: David McEwan****25-YEAR LEASE OF SPRINGBURN PARK SYNTHETIC PITCH AND PAVILION, BROOMFIELD ROAD, G21 3UQ TO BRUNSWICK COMMUNITY DEVELOPMENT TRUST****Purpose of Report:**

To seek authority to grant a 25-year lease of at Springburn Park Synthetic Pitch and Pavilion, Broomfield Road, Glasgow G21 3UQ to Brunswick Community Development Trust 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 Springburn Park Synthetic Pitch and Pavilion to Brunswick Community Development Trust, 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 Brunswick Community Development Trust. Springburn Park Synthetic Park and Pavilion are currently leased to Glasgow Life until 31<sup>st</sup> March 2032, therefore the authority is required to cover:
  - The consenting of a sub-lease from Glasgow Life up to 31<sup>st</sup> March 2032.
  - The granting of a lease beyond 31<sup>st</sup> 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): 17 – Springburn/  
Robroyston

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 Springburn Park Synthetic Pitch and Pavilion to Brunswick Community Development Trust. 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 16<sup>th</sup> March 2023, which approved the commencement of negotiations with Brunswick Community Development Trust for a lease of Springburn Park Synthetic Pitch and Pavilion.

## **2.0 The Subjects**

- 2.1 The facilities at Springburn Park Synthetic Pitch and Pavilion (Springburn) consist of 1 x 11s synthetic pitch and the Pavilion with toilets and changing facilities.

## **3.0 Background**

- 3.1 The changing pavilion building was built in 1977, with major repairs undertaken in 2014 including re-roofing, new water heating system, new fire alarm system and full internal redecoration. The property is of a brick construction with a combination of pitched profile metal roof and built-up mineral felt covering. Doors externally are of a glazed aluminium construction and timber. Floors internally are of a solid construction and finished in quarry tile. The premises are owned by Glasgow City Council and leased to Glasgow Life.
- 3.2 Brunswick Community Development Trust (the Trust) is a registered charity (SC008978) and voluntary organisation incorporated in February 2012, that works within disadvantaged communities throughout Balornock, Barmulloch and Springburn. It strives to raise the aspirations of the people of those communities, encourage them to become more involved in the communities, create opportunities for personal development and equip them with the skills required to meet the demands of modern life.

The Trust currently provides a walking group, men's mental health group, community events, pensioner club, tennis table club and walking football, and has a service user committee.

- 3.3 The Club has been in occupation of the Centre since August 2023 and now wishes to secure a long-term lease of the premises.

## **4.0 Evaluation of Application**

- 4.1 The granting of a long lease of the premises to the Trust will help to ensure that the community continues to benefit from the facilities as detailed above.
- 4.2 The Trust'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 the Trust:

Head Landlord:	Glasgow City Council
Landlord	Glasgow Life
Tenant:	Brunswick Community Development Trust 17 Wardhill Road, Glasgow G21 3NN
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 5 <sup>th</sup> 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:	Community football facility. The Tenant will ensure that the Subjects remain a community asset used for the benefit of the community and will allow access to local clubs and groups.  The use is restricted to the playing of sport and physical activities, or other activity which makes best use of the Subjects.
Break Options:	The Tenant will have the option to break the Lease on the 5 <sup>th</sup> , 10 <sup>th</sup> , 15 <sup>th</sup> and 20 <sup>th</sup> 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:	The Tenant will not be permitted to assign its interest in whole or in part.
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 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.</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 evidence of its compliance with the Use Clause in these Terms.</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.</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:

*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 ground and assessing provision of indoor and outdoor sports facilities.

### 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-*

No impact.

*economic  
disadvantage.*

### **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.
2. Approves the terms provisionally agreed for a 25-year lease of Springburn Synthetic Pitch and Pavilion to Brunswick Community Development Trust 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 Brunswick Community Development Trust. Springburn Synthetic Pitch and Pavilion are currently leased to Glasgow Life until 31<sup>st</sup> March 2032, therefore the authority is required to cover:
  - The consenting of a sub-lease from Glasgow Life up to 31<sup>st</sup> March 2032.
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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.