

To: Infrastructure, Land & Environment Policy Board

On: 9 November 2022

Report by: Chief Executive

Heading: Kirklandneuk Playing Field & Pavilion
Renfrew Victoria Boys Club – CAT update

1. Summary

- 1.1 This report updates the Board on the CAT long lease request to Renfrew Victoria Boys Club (RVBC) for Kirklandneuk Playing Fields and Pavilion. The CAT request was presented to board on the 19th of March 2019, the terms of the lease have now been agreed, subject to Board approval.

2. Recommendations

It is recommended that the Board:-

- 2.1 Approve the agreed terms of the 25 year lease to Renfrew Victoria Boys Club of Kirklandneuk Playing Fields and Pavilion, Ness Road, Renfrew.
- 2.2 Authorise the Head of Corporate Governance to conclude the lease with RVBC, on the Council's standard Full Repairing & Insuring lease and on such other terms as required to protect the Council's interest.
- 2.3 Authorise the Head of Economy and Development and the Head of Corporate Governance to conclude a partial lease renunciation between the Council and OneRen to allow this area to be leased to RVBC.
- 2.4 Approve the request for the use of additional land to be included in the lease to RVBC which is currently leased to OneRen as per attached plan E2867b.
-

3. Background

- 3.1 Kirklandneuk Community Centre and Pavilion is an interconnected property for which OneRen have operational management responsibility. There is large a car parking area at the front of the property.
- 3.2 The Community Centre is a self-managed facility and the Pavilion and pitches are leased to RVBC for which they pay an annual rent of £1,639.87. All services are connected to both parts of the building and each side can be accessed via an interconnecting lockable door. This lease is managed on the Council's behalf by OneRen.
- 3.3 RVBC submitted a Community Asset Transfer request for a long lease of 25 years for Kirklandneuk Playing fields and Pavilion and this was considered by the board on the 19th of March 2019. This length of tenure was required to secure and attract funding to allow investment of the property. It was agreed that the property would be let at a rent of £1 if asked. The Community Centre Committee and OneRen confirmed there would be no objection to the lease.
- 3.4 The approval was subject to RVBC taking steps to separate the services to ensure that the Community Centre and the Pavilion could function independently and they would be responsible for a share of the maintenance to the car park. There were also aspects of their constitution that needed to be addressed in order for the group to enter into a lease.
- 3.5 Officers were instructed to conclude the lease, however there were issues around the RVBC constitution and the separation of the services of the property which had not been investigated by RVBC.
- 3.6 RVBC have now amended their constitution to allow for the club to enter into a lease and the Council have carried out a feasibility survey to assess how the property could be separated.
- 3.7 The feasibility study concluded that a full separation of the property would be cost prohibitive and that only a partial separation could be considered. The property will remain connected via an interlinked door between the Community Centre and the Pavilion.
- 3.8 Both occupiers will enter into an access agreement for the meter cupboard which is situated on the side of the pavilion but serves the Community Centre. RVBC will need to arrange for a meter to be installed to facilitate their investment proposals including solar panels. RVBC will also require a new water connection which shall be routed from the boiler and installed in the Pavilion.
- 3.9 The Council will meet the cost of ensuring health and safety compliance of the property by continuing with the security and fire alarms for both sides of the property.

- 3.10 The car park maintenance responsibility has been calculated at 30% which has been based on a percentage floor area of the overall area of the Community Centre and the Pavilion.

4. Proposed terms and conditions of lease;

- The Lease shall be for a period of 25 years and shall be on the Council's standard Full Repairing and Insuring style of lease.
- The initial annual rent shall be £1, if asked.
- The property (as outlined on report plan E2867b) shall be used for providing football pitches, changing facilities and ancillary purposes and for no other purposes without prior consent of the Landlord.
- The Tenant (RVBC) will be responsible for all repairs and maintenance of the property and shall contribute 30% of the costs to maintain the car park.
- The Tenant shall be responsible for undertaking the work required to separate the services and to enable the Pavilion to operate independently of the Community Centre. These works will include:
 - Heating and pipework to be cut and capped below the floor at the point of entry into the Pavilion.
 - A new water mains connection to be installed in the Pavilion originating from the boiler room and routed predominantly within the ceiling void. A meter shall be installed in the Pavilion at an accessible location.
 - A separate electricity meter and consumer unit to be installed for usage in the Pavilion.
- The Landlord shall be responsible for extending the fire and security alarms so that these serve both the Community Centre and the Pavilion within the property. The Tenant shall be responsible for a share of the maintenance and repair of these systems.
- The tenant shall ensure that any necessary planning, building warrants, statutory and licensing consents that may be required are secured prior to the date of entry.
- The tenant and the Community Centre will enter into an access agreement for access to the electricity cupboard which is located within the tenant's property. This shall be for emergency access and repairs and maintenance.
- Each party shall bear their own legal costs.

- Any other reasonable terms and conditions considered necessary to protect the Council's interest.

Implications of the Report

1. **Financial** – Concessionary let to Renfrew Victoria Boys Club will continue to support the community.
2. **HR & Organisational Development** – None.
3. **Community Planning**

Our Renfrewshire is thriving – Continued support via community asset transfer of an existing community facility.

4. **Legal** – Conclusion of a new 25 year lease with Renfrew Victoria Boys Club. Partial Lease Renunciation of property between the Council and OneRen.
5. **Property/Assets** – As per this report.
6. **Information Technology** – None.
7. **Equality & Human Rights**

(a) The Recommendations contained within this report have been assessed in relation to their impact on equalities and human rights. No negative impacts on equality groups or potential for infringement of individuals' human rights have been identified arising from the recommendations contained in the report because no groups or individuals have any involvement currently at the property. If required following implementation, the actual impact of the recommendations and the mitigating actions will be reviewed and monitored, and the results of the assessment will be published on the Council's website.

8. **Health & Safety** – None.
9. **Procurement** – Not applicable.
10. **Risk** – None.
11. **Privacy Impact** – Not applicable.
12. **Cosla Policy Position** – Not applicable.

List of Background Papers

- (a) Background Paper 1 – Kirklandneuk Playing Field & Pavilion Renfrew Victoria Boys Club March 2019

Author: Louise Le Good

louise.legood@renfrewshire.gov.uk
07483 335 786



Renfrewshire
Council

Kirklandneuk Playing Fields & Pavilion, Renfrew

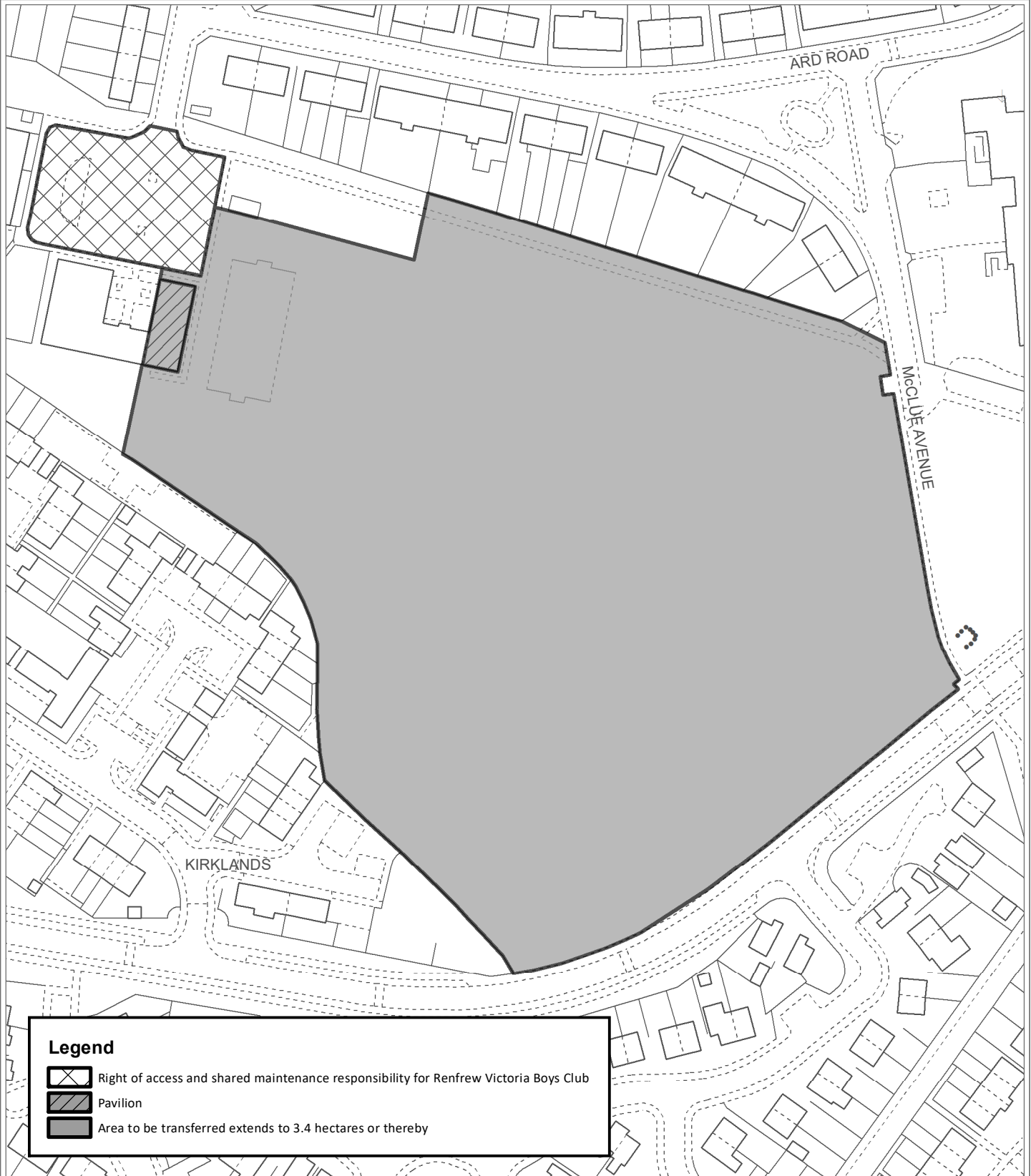
Report Plan Ref. E2867b



1:1,500

User: hocraigj1

Date: 03/08/2022



Notes: