

**To: Infrastructure, Land & Environment Policy Board**

**On: 15 June 2022**

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**Report by: Chief Executive**

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**Heading: Lease of Craigielea House, Blackstoun Road, Paisley, PA3 1NB**

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## **1. Summary**

- 1.1 This report advises the Board on the provisional terms and conditions agreed for a lease of Craigielea House, Blackstoun Road, Paisley and the establishment of 'The Sculpture House' in support of the Future Paisley programme and 'The Making of Ferguslie Park' place plan.

## **2. Recommendations**

- 2.1 It is recommended that the Board -
- (i). Authorise the Head of Corporate Governance to conclude a lease of Craigielea House, Blackstoun Road, Paisley, PA3 1NB on the terms and conditions contained in this report.

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## **3. Background**

- 3.1 This report seeks the support of the Board in advancing an innovative and ambitious project that will transform Craigielea House, Blackstoun Road, Paisley into 'The Sculpture House' – establishing a group of artists-in-residence in studio facilities. These will offer community facilities and spaces to support a range of inclusive activities, provide opportunities for teaching and learning as well as new pathways to access the visual arts; especially for those who may normally experience financial, cultural or other barriers. The goal of the artist group 'The Sculpture House Collective' is to work alongside community partners to develop Craigielea House into an inspirational space for the whole community and an ever-evolving record of the activities of the communities and individuals that they will engage with.

- 3.2 At the heart of the Sculpture House Collective are artists that worked in the Ferguslie Park community during the 'Making of Ferguslie Park' place planning work (in 2020 and 2021). This work identified a community priority for artist space and the reuse of vacant property as the basis for neighbourhood space for arts, crafts, community and young people events. The Sculpture House proposal is a response to this. The proposition has emerged over several months with support of Council and ONE REN officers involved in the Future Paisley programme. Ongoing monitoring of the Project will be led by Future Paisley.
- 3.3 The Sculpture House and the work of the Collective is intended to:
- Deliver studio space for local artists and community groups through significant investment in the property via their own independent fundraising strategy.
  - Provide Renfrewshire Council with 120 days per annum of time and services in the fields of visual arts, socially engaged practice, creative skills and social inclusion. This will include:
    - i. Managing premises hosting a community of artists and a range of creative practices in Renfrewshire.
    - ii. Delivering skill sharing, workshop access, classes, exhibition and economic opportunities for professional artists and the wider community.
    - iii. Enabling individuals or communities who might experience barriers to cultural participation to gain meaningful access to the visual arts within their community.
    - iv. Supporting the Council to embed arts and creativity in community engagement that influences planning, urban design and the architecture of communities and towns and villages in Renfrewshire.
- 3.4 Craigielea House is a former council office property that was declared surplus in 2010 but has been occupied by a series of temporary occupants. The building was also used as a temporary store, particularly for election/polling station set up equipment, but that too has been reorganised therefore allowing vacant possession of the property to be offered.
- 3.5 Refurbishment works are being undertaken by the Council at these premises to ensure they are suitable for let. This focusses on the premises being fully wind and watertight. Funding for these works comes from the Scottish Government funded Place Based Investment Programme being delivered by the Economy and Development Team.
- 3.6 The delivery of this project is so embedded in the delivery of the aims of the Future Paisley project and The Making of Ferguslie Park as to justify why the property has not been placed on the open market for rent and as the basis for a concessionary rent being applied. A long-term lease of 20 years is proposed with tenant options for break at year 5 and year 10. The project will only advance however on satisfactory conclusion of a partnership agreement between the Council and the Sculpture House Collective which means the value of services delivered is equivalent to market rent and provides best value to the Council.

#### 4. Proposed terms and conditions of lease

4.1 Discussions have taken place with Sculpture House Collective CIC (SC699021), and the following main terms and conditions of lease have been provisionally agreed.

1.	<b>PROPERTY</b>	Craigielea House, Blackstoun Road, Paisley, PA3 1NB extending to a net internal area of 243.1 sq m (2,617 sq ft)
2.	<b>LANDLORD</b>	Renfrewshire Council
3.	<b>TENANT</b>	Sculpture House Collective CIC (SC699021)
4.	<b>USE</b>	The property to be used as artists' studios and an arts hub for community activity. It is the responsibility of the tenant to ensure the correct planning consents are in place for the proposed use.
5.	<b>TERM</b>	20 years with tenant only break options at year 5, year 10 and year 15.
6.	<b>RENT/REVIEW</b>	<p>£1 per annum if asked. This concessionary rent is permitted on the basis that the social impact value of the activities delivered by the tenant is equivalent or more than the market rent. Social value will be monitored and reported as part of Renfrewshire Council's Future Paisley evaluation framework. Confirmation of artist resource investment and intended outcomes will be included in a formal partnership agreement between the tenant and the Council and appended to the lease.</p> <p>There will be a review of the market rent every 5 years. The rent will remain at a concessionary level assuming the social value continues to equal or exceed the reviewed figure.</p>
7.	<b>ALIENATION</b>	Assignment of the lease is permitted subject to landlord's approval. Sub-letting to be permitted subject to landlord's approval (not to be unreasonably withheld or delayed), only to cultural and creative practitioners delivering activity and outputs that contribute to the agreed Sculpture House strategic outcomes and intended impacts.
8.	<b>REPAIR</b>	The property to be leased on a full repairing and insuring basis subject to a schedule of condition (undertaken after agreed Council works are completed) to be appended to the lease. The landlord will undertake agreed works prior to the date of entry, thereafter the tenant is entirely responsible for the repair of the premises and grounds included in the lease. This includes the temporary buildings located in the grounds.
9.	<b>ALTERATIONS</b>	Alterations permitted subject to landlord's approval (not to be unreasonably withheld or delayed). It will be an essential condition of approval that all necessary consents are in place and statutory certificates are updated as necessary.

<b>10.</b>	<b>INSURANCE</b>	The landlord will insure the building and recharge the premium to the tenant. The tenant is responsible for all other insurance including, but not limited to, public liability and contents.
<b>11.</b>	<b>RATES</b>	The tenant to be responsible for all local authority charges on the building.  The current rateable value of the property is £13,500.
<b>12.</b>	<b>UTILITIES</b>	The tenant to be responsible for all utility costs relating to the building.
<b>13.</b>	<b>DATE OF ENTRY</b>	15 August 2022, subject to confirmation and board approval

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## **Implications of the Report**

1. **Financial** – No initial rental income, offset by social value.
2. **HR & Organisational Development** – None.
3. **Community Planning**
  - Jobs and the Economy** – This proposal will support additional business start-up growth and sustainment in Renfrewshire.
4. **Legal** – Property leases required.
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.
13. **Climate Risk** – None.

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## **List of Background Papers**

None

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