

To: Planning & Property Policy Board

On: 23 August 2016

Report by: Director of Finance & Resources

Heading: Glenburn Resource Centre, 91 Donaldswood Road, Paisley PA2 8EA

1. Summary

- 1.1 The purpose of this report is to seek consent to grant a lease of the Glenburn Resource Centre, 91 Donaldswood Road, Paisley to Glenburn Resource Centre Ltd as shown on the attached plan.
 - 1.2 This Lease shall be for the purpose of Glenburn Resource Centre Ltd providing a community and information centre with associated cafe.
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2. Recommendations

- 2.1 It is requested that the Board agree to the granting of a lease of Glenburn Resource Centre to Glenburn Resource Centre Ltd for a period of 20 years on the terms and conditions as detailed in the body of this report.
 - 2.2 Request the Head of Corporate Governance to conclude the lease on behalf of the Council with Glenburn Resource Centre Ltd subject to the terms and conditions detailed within the report.
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3. Background

- 3.1. A lease was granted by Strathclyde Regional Council to Glenburn Resource Centre Limited, for a period of 25 years from the 27th of September 1995. This

lease was for of a plot of land at Donaldswood Road, Paisley. A Community Centre was constructed on the site and has been operated by Glenburn Resource Centre Ltd since completion. The ground lease is due to expire on 26 September 2016 and at that time the building and land will revert to the Council. Glenburn Resource Centre Ltd has requested that a new lease be granted.

- 3.2. The construction of the Centre was funded by the community group, through grants etc and the Centre has been operated successfully, by them, for more than 20 years. The Centre currently provides facilities for community activities such as sewing clubs, children's parties, children's dance classes, seniors fun club, electoral polling station etc.
- 3.3. Given the existing lease agreement has been in place for 25 years and the community group wish to continue to provide facilities for the area in the long term, it is proposed to grant a 20 year full repairing and insuring lease on the Council's standard terms.
- 3.4. The following Heads of Terms have been provisionally agreed with Glenburn Resource Centre Limited (GRCL):-
 1. The subjects of the lease shall be the Glenburn Resource Centre at 19 Donaldswood Road Paisley as shown outlined in red on the attached plan together with the buildings erected thereon;
 2. The lease shall be for a period of 20 year from the date of entry, 27 September 2016;
 3. The rent shall be £1.00 sterling per annum if asked, and shall be subject to review to market value if the use of the property changes from its current community facilities to one which make a material income for the tenant;
 4. The Tenant will pay all rates and local taxes and other charges arising from the Tenant's occupation of the subjects;
 5. The subjects shall be used for the purpose of providing a community and information centre with associated cafe;
 6. The Tenant will accept the subjects in its present condition as in all respects in good substantial and tenantable repair and condition and in all respects fit for the purpose for which the subjects are let. The Tenant will at all times maintain the subjects, including any boundary fences etc, in good substantial and tenantable repair and condition;
 7. The Council will insure the building and fixtures of the subjects within its block policy for an amount sufficient to cover the cost of repairing all damage to or completely reinstating the subjects in the event of destruction and against the loss or damage by fire, lightning, storm, subsidence, flood and explosion or such other risk insurance against which the Council acting reasonably may from time to time deem necessary. The Council will be responsible for the

payment of the premium thereof, while the tenant will be responsible for the first £250 of any excess should a claim against the policy arise;

8. The Tenant will insure the contents of the subjects with a Company to be approved by the Council for an amount sufficient to cover the cost of replacing all contents in the event of loss or damage thereto if so required by the Council. Further, the Tenant will maintain insurance policies indemnifying the Council against all claims of whatever nature arising out of the Tenant's occupation of the subjects. The Tenant will effect employer's liability insurance and public liability insurance with a Company to be approved by the Council (which approval shall not be unreasonably withheld or delayed) for such cover which the Council acting reasonably shall from time to time in its sole discretion deem adequate;
9. Assignment of the Lease and sub-letting of all or part of the premises is expressly excluded;
10. In the event of the Tenant failing to implement the obligations and the conditions imposed by the Lease, the Council shall be entitled to enter upon the subjects and carry out such work as may be necessary and to charge the Tenant with the full cost thereof, which cost shall be payable not later than 14 days after receipt by the Tenant of a written demand for payment from the Council: reserving to the Council the right to claim compensation from the Tenant in respect of any dilapidation, deteriorations of or damage to any part of the subjects and fixed equipment thereon caused by failure of the Tenant to implement the lease obligations and, in the event of failure to agree to the amount of such compensation, the amount shall be fixed by arbitration as is hereinafter stipulated;
11. Each of the parties to this Lease shall bear their own legal and other expenses thereby incurred. However, the Stamp Duty or land transaction taxes and lease registration dues, if any, shall be borne by the Tenant.

Implications of the Report

1. **Financial** – The Council's financial responsibilities will remain the same as the existing lease agreement.
2. **HR & Organisational Development** – Not Applicable.
3. **Community Planning** –
 - a. **Children and Young People**
 - i. Continuation of facilities for community use.
 - b. **Community Care, Health & Wellbeing**
 - i. Continuation of facilities for community use.
 - c. **Empowering our Communities**

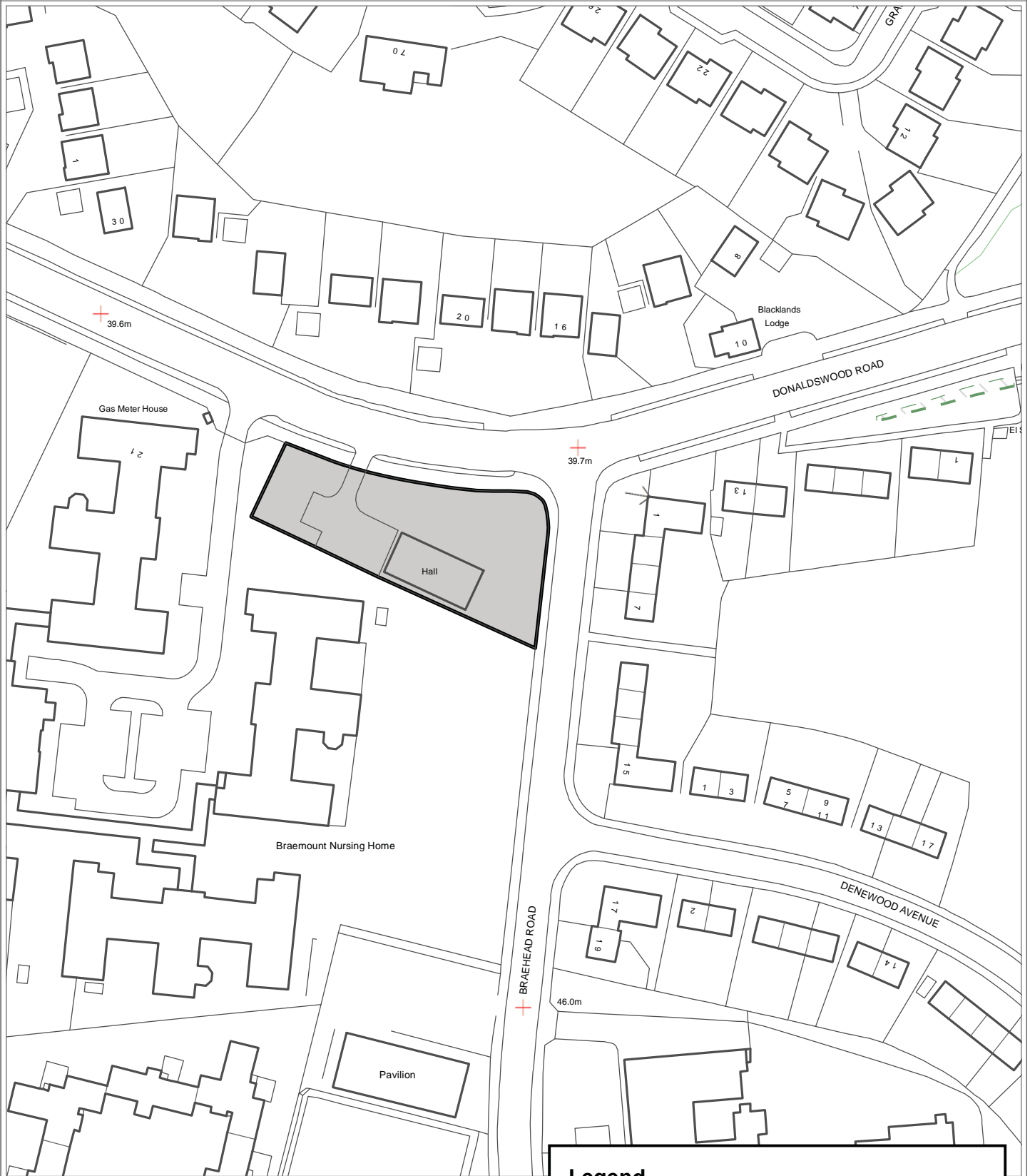
- i. The Centre will continue being operated by members of the community.
4. **Legal** – Conclusion of a new lease agreement.
5. **Property/Assets** – As per report.
6. **Information Technology** – Not Applicable
7. **Equality & Human Rights**.
- (a) The Recommendations contained within this report have 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. 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** – Not Applicable.
9. **Procurement** –Not Applicable.
10. **Risk** – Not Applicable.
11. **Privacy Impact** – Not Applicable.

Author: Margaret Law
Senior Asset & Estates Surveyor
0141 618 4697
margaret.law@renfrewshire.gov.uk

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Date: 10/08/2016


User: howardhaughj2

Date: 15/06/2016



Notes:

Legend

 E2490, Area to be leased extends to 1678sqm or thereby