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To: Councillor Laing, Convener; Councillor Thomson, Vice-Convener; Councillors Boulton, Cameron, Carle, Cooney, Crockett, Lesley Dunbar, Greig, Malik, May, McCaig, Noble, Samarai, Jennifer Stewart, Stuart, Taylor, Townson and Young; and Mr S Duncan, Mr M Maclean, Reverend E McKenna, Mr A Nicoll, Mr M Paul, Mrs I Wischik and Mrs A Tree.

Town House,
ABERDEEN 27 MAY, 2013

EDUCATION, CULTURE AND SPORT COMMITTEE

The undernoted items are circulated in connection with the meeting of the **EDUCATION, CULTURE AND SPORT COMMITTEE** to be held here in the Town House on **THURSDAY, 30 MAY 2013 at 2.00 pm.**

JANE G. MACEACHRAN
HEAD OF LEGAL AND DEMOCRATIC SERVICES

BUSINESS

7.4 Rubislaw Field Agreement (Pages 1 - 24)

Please note that reports marked with an * have implications for agreed Priority Based Budget (PBB) options.

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ABERDEEN CITY COUNCIL

COMMITTEE	Education, Culture and Sport
DATE	30 th May 2013
DIRECTOR	Gayle Gorman
TITLE OF REPORT	Rubislaw Field Agreement
REPORT NUMBER:	ECS/13/044

1. PURPOSE OF REPORT

- 1.1 The Committee at its meeting on 31st January 2013 noted that the Rubislaw Field Committee has been unable to reach agreement to replace the existing 1923 Agreement with one that would be fit for purpose, reflecting the changes and patterns of use since 1923. The Committee instructed officers to make an effort to obtain the agreement of the Rubislaw Field Committee to implement a revised Agreement in the terms set out in the report at paragraph 5.8 by 31 March 2013 and to report back on the outcome of these discussions to the meeting of 30 May 2013.
- 1.2 The Committee also requested officers to (1) seek details of the finances and sports development contributions of the various sections of the Aberdeen Grammar Former Pupils' Club (FP Club), and (2) to advise on the financial implications to the Council, in order to present a balanced view of the overall financial contributions/ implications.
- 1.3 This report provides an update on the current discussions.

2. RECOMMENDATION(S)

That the Committee –

- (i) note the current position, that the Rubislaw Field Committee has been unable to reach agreement on replacing the existing 1923 Agreement for the reasons outlined in the report and the appended minute;
- (ii) note the requested information provided, as available;
- (iii) note the previous recommendation that if agreement could not be reached, officers be instructed to issue Conditions of Let restricted to the terms of the existing 1923 Agreement with effect from 31st March, thereby preventing any additional, unauthorised usage from that date; and
- (iv) considers how it wishes to proceed.

3. FINANCIAL IMPLICATIONS

- 3.1 At present there are budget implications to meet the terms of the current Field Agreement, mainly relating to staff costs, to make the grounds and pavilion available to Aberdeen Grammar School Former Pupils' Club's sporting sections, as well as additional costs to maintain the grounds for this use, which is in addition to the needs of Aberdeen Grammar School and the wider provision of sports pitches. It is proving difficult to differentiate the costs of school and wider use.
- 3.2 The costs of providing access and use of the Field and changing accommodation by the Council to meet the terms of the current Agreement is approximately £4,221.96 p.a.. In addition, use by the FP sporting sections over and above the Field Agreement, currently at no cost is approximately £13,084.89. At present, in addition, the power supply for floodlighting, which was paid for and installed by the Grammar FP Rugby Club, is paid by the Council. The income figure is notional in that should current use not continue if it is charged, then income will not accrue.
- 3.3 The replacement Field Agreement will reflect a balance between recognising the historical relationship, while offsetting appropriate costs, including cleaning the pavilion and offering the potential for investment by the Council from income received. In particular, the Agreement has provisions for the Council to seek payments from the FP Club's Sporting Sections for any advertising the Field Committee agrees to allow at Rubislaw. It also enables the Council to re-invest the income it receives in youth coaching, training or other related assistance provided by the Sports Sections for the benefit of the Grammar School or wider community.
- 3.4 Revenue raised and paid by the Sport Sections to the Council under the provisions of this clause, not used to support youth sport as above, would be used for current or future improvements to the facilities at Rubislaw, including debt repayment, as approved by the Education Authority managing Rubislaw Field.

4. OTHER IMPLICATIONS

- 4.1 There are legal implications in that the Field Agreement is a formal agreement, reached in 1923, and which has operated till the present day. The agreement of all constituent parties to amend the Agreement is required, and is important to sustain the relationships and facilities. Its updating will also demonstrate good stewardship by the City Council.
- 4.2 There is potential that sports development may be detrimentally affected by the process of change; the FP Club sporting sections do contribute to the participation, progression and performance in their respective sports. However, the intended result is intended to achieve a

better overall situation, with proper recognition of the real costs to the Council, as well as identifying the costs and benefits of the sports development being provided at Rubislaw.

- 4.3 As the Council wishes to review and replace the Field Agreement agreed by a predecessor authority, there may be a risk to its reputation, dependent on the extent of the process to resolve the issues currently outstanding. Should agreement not be reached and the proposed course of action is restricted to the terms of the 1923 Agreement, there may be implications for the FP Club's sports sections. This in turn may result in the final results of the Leisure Asset Review and Pitch Strategy, currently under way, having to be amended to consider any resulting requirements they may have in order that they can continue to play in local and national leagues, on other pitches.

5. BACKGROUND/MAIN ISSUES

- 5.1 The background to this report has been previously explained (Committee report of 31st January 2013); the following paragraph reminds Committee members about the terms of the Agreement:

In consideration of the contributions made by the FP Club towards the purchase price of the play field, it has the exclusive use without charge of one grass (rugby) football pitch and one grass hockey pitch on Saturdays during the season and facilities for cricket and tennis during the summer if it chooses to use them. Additional facilities can and have been made available by the agreement of the Field Committee, and some are being used without agreement. In consideration of the FP Club's contribution to the new Pavilion, the Field Committee can also determine its use of its facilities, but this is not so far the subject of any formal agreement (proposed changes are attached as an appendix 2).

- 5.2 Officers met representatives of the Former Pupils' Club on 8th March and 22nd May, and the Field Committee has met twice since the last Committee, on 19th March and 24th April. At the meeting on the 8th March, officers discussed the draft minute from the Education, Culture and Sport Committee of 31 January 2013, and a transcribed version of the 1923 Agreement. At that meeting, it was noted that the Former Pupils' investment was around 60% of the capital cost; that there was now different usage of the field in light of today's different sporting requirements; and that the new pavilion had been funded by the Former Pupils and given to the Council. The Former Pupils' Club felt that the pavilion was simply a replacement, and therefore would still be subject to the terms and conditions of the 1923 Agreement.
- 5.3 The FP Club representatives maintained that its usage rights should be retained in perpetuity. Officers have advised that the Council's position

was that the proposed new Agreement would allow for greater exclusivity where required; would be open to review and update when necessary; and would allow the resolution of issues where consensus could not be reached. Officers also advised that the Council's position was that the 1923 Agreement referred to the old pavilion. The new pavilion would therefore need to be part of a new Agreement.

- 5.4 The Former Pupils' Club representatives indicated that they had been close to reaching agreement, however the Club still wished for their rights to be retained in perpetuity. At the meeting on 8th March and the subsequent Field Committee meeting, there was a discussion that the Former Pupils' desire to keep the rights in perpetuity included a concern that the Council might sell off the land. However, it was noted that the Council required to provide playing fields for the Grammar School and that the ground is zoned for its current use.
- 5.5 At the Field Committee meeting on 19th March, the FP Club representatives accepted that the implications of reverting to the original terms of the 1923 Agreement would be that only specific sports would be included; rugby (rugby-football), tennis, cricket and hockey. The representatives also advised that there was willingness from the various sports sections to pay the appropriate charges if necessary for use over and above the Field Agreement's provisions.
- 5.6 At the most recent meeting of the Field Committee on 24th April, the representatives of the Former Pupils' Club presented draft details of investment in infrastructure and sports development for consideration. Officers in turn, have collated information on the costs of access.
- 5.7 The Field Committee requested that officers meet separately with the representatives of the Former Pupils' Club to agree on the figures which would form the basis of the report to the Education, Culture and Sport Committee on 30 May 2013. The meeting took place on 22nd May and more details are below. Both officers and the FP Club representatives recognise that the information, while as comprehensive as possible, is not complete.
- 5.8 A more detailed table is attached as Appendix 1 which shows the levels of investment by the FP sporting sections relating to Rubislaw Field, as well as the costs incurred by the Council for use of the Field. In summary, the investment and benefit is as below. As the Committee requested information generally from the FP Club about the investment from its sporting sections, Hockey and Lacrosse are included, although the former do not use the grass pitches and the latter have no use of the Field within the terms of the Agreement:

Investment by the FP Club sporting sections

Sport	Benefit to Grammar School (AGS)	Joint Benefit	Wider Benefit
Rugby			
Coaching	AGS and feeder primary schools		Harlaw Academy and feeder primary schools
			Youth rugby- 230 players
Investment*		Stand, dugouts	Club only – first aid station, meeting SRU requirements, storage containers, repairs to stand, floodlighting
		Grass re-seeding, Grass roller provided, weedkilling and fertiliser	
Hockey			
Coaching	AGS U18,16,14		Storage
Cricket			
Coaching	AGS		Storage
Investment		Artificial pitch, netting, batting cage, fencing, repairs and maintenance of nets, matting. Provision of roller and bowling machine.	Scoreboard
Lacrosse (emerging sporting section)			
Coaching			Youth team includes 3 AGS pupils

N.B. From the spreadsheet provided

* Note – the investment listed is for Grammar FP Rugby Club; the stand and floodlighting have planning permissions in place, and replace previous facilities. Confirmation is required as to whether the Council or the Field Committee agreed to their installation, or use.

5.9 The Committee may wish to consider that at present investment in the Field is assumed by the FP sporting sections, without consent of either the Council as owner, or the Field Committee, which manages the Field. There is no formal discussion with Council officers as to planned or programmed grounds maintenance, management or operation. The proposed revised

Agreement includes provision in paragraphs 15 and 16 to formalise maintenance. Income received by the sporting sections of the FP Club, in particular Rugby, currently is retained; the value of this income has not been identified to date, either as investment in sports development, or in offsetting costs of operation, or field developments.

5.10 In terms of **additional costs incurred by the Council** for use of Rubislaw Field (excluding the all-weather pitch) by FP sporting sections which are over and above the provisions of the Field Agreement, the details available are included in Appendix 1, with the summary below. Please note that the Council has obligations to meet the terms of the Field Agreement and all these are noted here, including notional costs for Hockey and Tennis, currently not provided at Rubislaw:

Annual costs to the Council of meeting the terms of the Field Agreement

Rugby £926.55

Cricket £823.60

Hockey £803.01 (not currently used)

Tennis £1,668.80 (not currently used)

TOTAL = £4,221.96

Annual current use by Grammar FP sporting sections over and above the Field Agreement provisions

Rugby £7,402.05

Football £3,129.68 (not included within Field Agreement provisions)

Cricket £2,553.16

Total = £13,084.89

The latter costs would be chargeable, should the original Agreement be reverted to and bookings be made by sporting sections to reflect current use. It may be, however, that should these bookings be charged, the sporting sections would choose to re-locate elements or all of their use.

5.11 The Deed of Trust setting up the Committee did not envisage a situation such as this where agreement could not be reached between the parties, therefore does not provide for the current impasse, and the resulting direct

impact on the Council's assets and service delivery, which fall within the ECS account.

6. IMPACT

The report contributes to the Administration's programme, *Aberdeen the Smarter City*, which includes, "We will promote and improve opportunities for physical activity and sport to enable Aberdeen's citizens to lead more active, healthier lives" and, "We will provide a high quality education service within our schools and communities which will improve attainment and life chances of our children and young people to achieve their full potential in education, employment or training."

Public – there is likely to public interest in this report, including from those associated with Aberdeen Grammar School, both historically and present, and those interested in the sports played at Rubislaw.

7. BACKGROUND PAPERS

Reports to Rubislaw Field Committee, 31st January 2013, 11th October 2012 and 10th June 2011 on the Rubislaw Field Agreement.

8. REPORT AUTHOR DETAILS

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☎ 523144

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	Rugby	Rugby 1923 Agreement	Cost to Council to meet Agreement	Current requested/booked use	Costs to Council	Revised Agreement proposal	Women's Hockey	Men's Hockey	Youth Hockey	Hockey 1923 Field Agreement
Matches	Senior Saturdays pm (mid Aug to end April) Two pitches Occasional mid week Youth Sunday 1000 - 1400 (Aug to May)	One rugby football pitch on Saturday during the season	Saturday - £61.77 (3 hours +, assuming one match per week and pre-game preparations) - costs include Pavilion use	Two rugby pitches on Saturday	Saturday - £61.77 (3hours +, assuming 1 game additional per week for Seniors with pre-match preparations); Sunday - £61.74 (6 hours - minimid) - costs include Pavilion use	Exclusive use of two rugby pitches (marked "A") as required according to the fixture allocation	Saturday	Saturday	Sunday	One grass hockey pitch on Saturday during the season - now not used as the Hockey sports sections now use the all-weather pitch (not part of the Agreement) and pay for its use. Currently Hockey sporting sections have priority booking.
Practice	Tuesday evening Wednesday evening Thursday evening			Training - Tuesday/Wednesday/Thursday, 6-9pm, (June to April); area for minimid training on Sunday 10am to 4pm	Tuesday - £61.77 (3 hours); Wednesday - £61.77 (3 hours); Thursday - £30.87 (3 hours for under 18s)	Priority use of area (marked "A") for training for mini and mid rugby on Sunday morning.	After school Sunday am	Tuesday evenings	AGS U16&14 - Tues & Thurs 1630 - 1800 Primary - Mon 1600 - 1700 Inver - Mon 1800 - 2000 Youth U18,16,14 - Tues 1830 2100	
Membership	104 senior registered 70 active						32 SENIOR members	41 senior members		
Youth	230 (6 - 18)								Girls 13 under 18 (2011-12)	
Coaching	- Provide coaching for AGS school teams, Harlaw and feeder primaries - run mini rugby for 230 Sun am - Support Aberdeen youth rugby including financial, coaches, logistics, camps		Total cost to Council to meet 1923 Agreement - £61.77 per week				See above	See above	See above	
Investment	- Stand (£87,000-c1990) - Floodlights (£38,000-2011) - Roller (£900-2011) - Team dugouts (£1,200-2011) - First aid station (£1,000-1990) - Muds to SRU spec (£2,100-2012) - Steel containers for temporary storage of sports equipment (£4,800-2011)				Total cost to Council - £277.92 per week			- Equipment storage		
Maintenance	- Repair of stand seating (£5,000 - 2011) - Reseeding of grass (£10,800-2010/13) - Ground upkeep weeding, fertiliser (£1,200 - 2011) - Maintenance of floodlights (£1,200 p.a.)									
Entitlement in 1923 agreement	Exclusive use of one pitch on Saturday during the season in general the RFA states with such additional facilities as the RFC may determine' (free of charge)							Exclusive use of one pitch on Saturday during the season		
Custom and Practice	Custom and practice includes a minimum of weekly evening training sessions for at least the past 40 (50?) Saturdays use of up to three pitches (afternoon)						Custom and practice includes a minimum of weekly evening training sessions for at least the past 40 years Use of up to two pitches	Custom and practice includes a minimum of weekly evening training sessions for at least the past 40 years (afternoon)		
Comments	- NOTE: as of 23/4 Invoicing remains a problem - Their invoices show no specific usage time and do not take into account weeks when the facility has been closed due to weather or when we have notified the ground staff there is no rugby		Based on a season of 30 weeks and 15 Home games, the total annual cost to the Council of meeting the current Field Agreement is £326.55		Based on a season of 30 weeks - @ £216.19 = £6,494.50 + Home games @ £317.35 = £7,742.05 for use over and above the provisions of the Field Agreement.		Invoicing problems remain	Invoicing problems remain	Invoicing problems remain	

In addition, costs to Council include grounds maintenance costs, utilities, cap, construction etc, additional costs of floodlighting.

Colour code for information provided by the RFC Club - White = information provided and validated; Yellow = incomplete; Grey = not relevant.

In addition, the difference between maintaining the grounds for the Grammar School and the wider sports use would need to be differentiated. There may be some additional and some overlap costs.

Cost to Council to meet Agreement	Revised Agreement Proposal	Cricknet	Cricket 1923 Field Agreement	Cost to Council to meet Agreement	Costs to Council	Revised Agreement Proposal	Football	1923 Agreement	Cost to Council	Cost to Council to meet Agreement	Revised Agreement Proposal	Lacrosse
£61.77 per game, based on 2 hours use, including use of Pavilion for pre-match preparations	No Field provision - priority use of the all-weather pitch for hockey training on Tuesday and Thursday from 7.09pm and Saturday and Sunday for pre-games, as determined by the Hockey League.	Weekends summer (Sat & Sun variable) Tuesday and Thursday using nets at Rubislaw and on artificial pitch using portable net.	Facility available during the summer - unspecified.	Based on notional 4 hours per match = £82.36, including use of Pavilion.	Based on notional 4 hours per match = £82.36, including use of Pavilion.	-Exclusive use of Cricket Square (marked "Z") for matches on Saturday afternoon from last Saturday in April to second last in August Exclusive use of Cricket Training Nets (marked "V") on Tuesday and Thursday 6.30pm from last Tuesday in April to second last Thursday in August	Use is Tuesday, 2 hours (£41.18) and Saturday, 2 hours (£41.18), paid as a let	No provision	No let booked by Football - costs due	Not applicable	Exclusive use of Football pitch (marked "U") for matches on Tuesday and Thursday evening, and on Saturday afternoon (times to be confirmed)	7/8 matches per year (winter) Astroturf Aug - Mar (weekly) Grass April - July (to save costs)
		52 senior members					19 senior (2010-11)					35 senior members
		20 Under 18										23 under 18
		Coaching done throughout year on a Friday at school by qualified coaches. Coaching done at Rubislaw on Saturday mornings at Rubislaw during summer months. Also engage professional coach and Scottish International Jan Slander to do coaching at the school, paid for in full by the cricket section.										Senior members coach youth teams - from all parts of Aberdeen (currently 3 AGS pupils out of 23)
Weekly cost £61.77 + maintenance costs to be confirmed		-Pre 2009 Artificial Pitch (£7,000) -New Netting for Outdoor Nets (£339.42 - May 2009) -Scoreboard (£227.68 - February 2011) -Batting Cage (£1,130.00 - March 2011) -Fencing for square (£200.00 - April 2011) -Refurbishment of nets (£100.00 - August 2011) -New mats for concrete mats (£450.00 - April 2012) -Additional netting for artificial pitch practise (£270.00 - April 2012) -Mowers (£250.00 - June 2012) -Roller (£150.00 - July 2012) -Bowling Machine (£1,541.67 - July 2012)		Weekly cost = £82.36	Weekly cost = £164.72				Cost to Council per week = £82.36			
		Some of the above is maintenance and per my proposal to the FP Executive, we are ready to invest >£3000 on improving the facility and reintroducing a grass square. We have completely refurbished the nets and pitch (twice) and own the mats, bowling machine and additional netting										
		Exclusive use of facilities for cricket during the summer										
		Custom and practice includes a minimum of weekly training during seasons for a total of the past 40 years. Weekend use of up to two pitches.										
Based on a season of 26 weeks and 13 Home games, the total annual cost to the Council of meeting the current Field Agreement is £803.01		The council rent the facility out using our equipment also try to change us for practising on the pitch we paid for. If we locked away and equipment and did not renovate the nets then they would have nothing to rent out. We have a proven track record of improving facilities and this is why we now want to improve the playing area.	The Council has only made the wicket at Rubislaw available to other users with the agreement of the Cricket sporting section and only occasionally to accommodate the sport across the city.	Based on a season of 21 weeks and 10 Home games, the total annual cost to the Council of meeting the current Field Agreement is £823.60	Based on a season of 21 weeks and 10 Home games, the total annual costs are: 21x£82.36 = £1,729.56 + 10x£82.36 = £823.60, total = £2,553.16							Section has enhanced ClubCap

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Appendix 2

Proposed Agreement to operate Rubislaw Field.

The main terms would be as follows:

1. Management of the Field and pavilion and facilities will be carried out by the Rubislaw Field Committee, comprising 3 Elected Members of the Council, 3 Members of the FP Club and 2 Members of the Grammar School staff.
2. The Convener will be appointed by the Council Committee whose remit deals with Secondary Education in the City of Aberdeen.
3. The Grammar FP Club shall have exclusive use without payment of two (grass) rugby pitches on Saturday afternoons.
4. The Grammar FP Club shall have exclusive use without payment of cricket training nets for cricket training, and of that area also for rugby training.
5. The Grammar FP Club shall have exclusive use without payment of the cricket square on Tuesday and Thursday evenings, and on Saturday afternoons from April to August.
6. The Grammar FP Club shall have exclusive use without payment of a football pitch for football matches on Tuesday and Thursday evenings and on Saturday afternoons, and shall advise the Central Booking Office, as directed by the Rubislaw Field Committee, of their intended use.
7. The Grammar FP Club shall have a priority use, subject to normal charges, of the all-weather pitch for hockey training on Tuesday evenings and on Saturday afternoons and Sundays for hockey league games. (The exclusive use of one hockey pitch from the original Agreement has been removed in recognition of the changes to the needs of competitive hockey games)
8. The Grammar FP Club shall have priority use, subject to normal letting charges, of the south western corner for training for mini and midi rugby.
9. All bookings of the Field or facilities, whether paid or without payment, will be made through the general Booking Office and payments and timescales for booking made as per the arrangements in place at that time. Bookings will only be accepted and access given if the lettings procedures are followed.
10. If the Grammar FP Club do not require any pitches or facilities to which they are entitled to exclusive use and had booked, they shall if

possible, advise the general Booking System so that if appropriate, the pitches can be re-let to other users.

11. The ground indicated for the Grammar FP Club priority use shall only be offered to another user once the deadline for the subsequent letting period has passed.
12. Payments for cleaning of the new Pavilion to enable Grammar FP Club use will be agreed within six months of this Agreement being put in place and payments will be due from the date of the Agreement. Payments will be revised annually and will include consideration of the then prevailing staff costs being paid by the Council.
13. In the event of any section of the Grammar FP Club erecting advertising boards or hoardings on the Rubislaw Field, boundary fencing or gates, they shall only be erected with prior approval of the Rubislaw Field Committee and subject to the necessary planning permissions and consents being in place. The Rubislaw Field Committee shall consider the revenue generated by such advertising, and also the value of coaching and other services provided by Grammar FP members to children and young adults, and shall set a fee to be due to the Council, which money shall be used wholly in connection with current or future improvements to the facilities at Rubislaw, including debt repayment arising out of any works carried out to the facilities, as approved by the Committee.
14. It is emphasised that payments to the City Council for any advertisement on site, all which will only be permitted by prior agreement, will be agreed within six months of this Agreement being put in place and will be effective from the date of the Agreement. This will include consideration of any advertising currently on site and the FP Club will also confirm for those that all necessary planning permissions are in place.
15. The Council will endeavour to maintain at all times the facilities of Rubislaw Field and the pitches, facilities including the all-weather pitch to normal playing standards, with associated lighting, line painting and security of the pitch. Use of the all-weather pitch will be at the discretion of the Council and will include whatever sports are deemed to be appropriate.
16. The Council will consider any proposals from the FP Club to improve use of the Field, however will not be bound by these. The Field Committee will consider any proposals to locate temporary or other accommodation at the Field, or equipment, however unless previously agreed, no such item should be put in place. The Council will contract any works to improve the Field and manage the contracts to undertake these.

17. If the Grammar FP Club makes payment for facilities which are then deemed unplayable for any reason, a refund shall be made in accordance with the booking policy then prevailing. The Groundsman's decision on playability is final.

5.9 The proposed replacement Agreement is designed to be reviewed after ten years.

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RUBISLAW FIELD COMMITTEE

ABERDEEN, 19 MARCH 2013 – Minute of Meeting of the RUBISLAW FIELD COMMITTEE. Present: - Councillor Laing, Chairperson; and Councillors Greig and Thomson; Mr A Hamilton and Mr J Hendry (Aberdeen Grammar School Former Pupils' Club); and Mr G Legge and Mr I Stanger (Aberdeen Grammar School). In Attendance: Neil Bruce, Service Manager, Culture and Sport, Education, Culture and Sport; Fiona Selbie, Senior Solicitor, Legal and Democratic Services; Jo Conlon, Sports Policy and Partnership Officer, Education, Culture and Sport; and Roderick MacBeath and Stephanie Dunsmuir, Legal and Democratic Services.

APOLOGIES

1. Apologies were submitted on behalf of Mr McAllister.

MINUTE OF PREVIOUS MEETING

2. The Committee had before it the minute of its previous meeting of 4 December 2012.

The Committee resolved:-

to approve the minute as a correct record.

RUBISLAW FIELD AGREEMENT

3. With reference to Article 3 of the minute of its previous meeting, the Chairperson firstly referred to the deputation at the recent Education, Culture and Sport Committee meeting of 31 January 2013. She noted that Mr Jim Rae, Honorary President of Aberdeen Grammar Rugby, had advised that he was representing the Former Pupils Club in its entirety, and Mr Hendry and Mr Hamilton confirmed that this had been the case. The Chairperson then explained to the Field Committee, that following the deputation and the ensuing debate, the Education, Culture and Sport Committee had resolved:-

- (a) to note the current position, that the Rubislaw Field Committee had been unable to reach agreement on replacing the existing 1923 Agreement for the reasons outlined in the report and the appended minute;
- (b) to instruct officers to make an effort to obtain the agreement of the Rubislaw Field Committee to implement a revised Agreement in the terms set out in the report at paragraph 5.8 by 31 March 2013, and to report back on the outcome of these discussions to the meeting of 30 May 2013;
- (c) to not agree recommendation (c) in the report; and
- (d) to request officers to (1) seek details of the finances and sports development contributions of the various sections of the Aberdeen Grammar Former Pupils' Club, and (2) to advise on the financial implications to the Council, in order to present a balanced view of the overall financial contributions/outcomes.

In relation to resolution (d), the Chairperson enquired if this would be a straightforward task to be undertaken, and Mr Bruce advised that Mr McAllister and Mr Hendry were in the process of collating the information.

Mr Bruce advised that he and Mrs Selbie had met with Mr Hamilton, Mr McAllister and Mr Hendry on 8 March, to discuss the draft minute from the Education, Culture and Sport Committee of 31 January 2013, and a transcribed version of the 1923 Agreement provided by Mrs Selbie. He explained that he had prepared a note of that meeting, but that it was still subject to agreement by the Former Pupils' representatives, and therefore could be circulated to the Field Committee once agreement was reached. At that meeting, Mr McAllister had noted that the Former Pupils' investment was around 60% of the capital cost; that there was now different usage of the field in light of today's different sporting requirements; and that the new pavilion had been funded by the Former Pupils and given to the Council. The Former Pupils' Club felt that the pavilion was simply a replacement, and therefore would still be subject to the terms and conditions of the 1923 Agreement. They had also maintained that their usage rights should be retained in perpetuity. The Council's position was that the proposed new Agreement would allow for greater exclusivity where required; would be open to review and update when necessary; and would allow the resolution of issues where consensus could not be reached. Mrs Selbie advised that the Council's position was that the 1923 Agreement referred to the old pavilion. The new pavilion would therefore need to be part of a new Agreement.

At the meeting of 8 March, the Former Pupils' Club had indicated that they had been close to reaching agreement, but that they still wished for the rights to be retained in perpetuity. Mr Hamilton and Mr Hendry advised that they had been content with the record of the meeting. The Chairperson referred to a question at the Education, Culture and Sport Committee where it had been inferred that the Former Pupils' desire to keep the rights in perpetuity was in connection with the concern that the Council might sell off the land. It was noted that Mrs Selbie had fully explained the Council's position in relation to this point at the meeting of 8 March.

The Chairperson thanked Mr Bruce for the update and noted that the 1923 Agreement referred to specific sports, and therefore she asked if the Former Pupils' Club was aware that reverting to that Agreement would have a knock-on effect on current sports which were not mentioned. Mr Hendry and Mr Hamilton confirmed that the Former Pupils' Club was aware of this fact.

Mr Bruce added that at the meeting of 8 March, Mr McAllister had indicated that there was willingness from the various sports sections to pay the appropriate charges if necessary, and Mr Hendry and Mr Hamilton agreed that this was indeed correct.

Mr Legge advised that the School's position remained unchanged, and they were happy with the new Agreement.

Mr Bruce explained that officers had looked at the current usage of the field, but that the costs were still to be reviewed. He indicated that officers could undertake this work and discuss the usage/costs with a view to reviewing the Agreement. He added that certain uses of the field in 1923, such as tennis, were no longer taken up by the clubs and therefore could be removed from any new Agreement. Where there was additional use, for example two pitches for rugby and football, then there would be charges made for the second pitch. He also added that where there was use of the pavilion which had

a cost for the Council, then these costs would need to be recouped somehow. The costs for, amongst other things, advertising and floodlighting, still required to be discussed.

At this juncture, Mr Bruce also advised that there were demands from the various sporting sections for the discussions around the Agreement to be moved forward to enable other matters to be discussed. He referred to the request from the cricket section to put in a grass wicket, but added that the field Agreement discussions needed to be resolved before these types of issues could be taken forward. He felt that there would still be time to deal with requests of this nature once the Agreement was resolved. Mr Hendry asked why the Field Committee could not simply agree issues such as the request for the grass wicket. The Chairperson advised that she agreed with the advice from officers that the negotiations around the Agreement would need to be concluded and agreed upon before any other issues and requests could be considered. Mr Bruce advised that the cricket wicket request would also need a properly detailed proposal to come before the Field Committee for consideration. Mr Hendry then queried the role of the Education, Culture and Sport Committee and how it related to the Field Committee. The Chairperson clarified that the Education, Culture and Sport Committee was the parent Committee, and therefore it ratified any decisions taken by the Field Committee. Councillor Greig noted that the Field Committee could discuss the day to day running of the field and could therefore consider the wicket proposal, and Mr Bruce reiterated that his advice would be that the Agreement be resolved prior to any further discussions. The Chairperson agreed, and stated that the Field Committee needed to have the terms of governance resolved, before any future development decisions could be taken. She added that a meeting of the Field Committee could be convened following the Education, Culture and Sport Committee of 30 May to discuss the cricket proposal.

The Chairperson stated that the instruction from the Education, Culture and Sport Committee had been for the Rubislaw Field Committee to meet prior to 31 March 2013 to try to reach agreement, but based on the discussions at the meeting, she noted that this had obviously not been possible. She therefore suggested that a further meeting of the Field Committee be arranged towards the end of April, and proposed that the detailed costs and financial implications requested by the Education, Culture and Sport Committee be made available at that meeting to assist discussions around the Agreement.

The Committee resolved:-

to note that it had not been possible to reach agreement, and therefore to convene a further meeting of the Field Committee in April 2013, at which the detailed costs and financial implications requested by the Education, Culture and Sport Committee could be considered.

- JENNIFER LAING, Chairperson

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RUBISLAW FIELD COMMITTEE

ABERDEEN: 24 April 2013 - Minute of Meeting of the RUBISLAW FIELD COMMITTEE. Present:- Councillor Laing, Chairperson; and Councillor Thomson; Mr G Legge (Aberdeen Grammar School); Mr J Hendry, Mr A Hamilton and Mr D McAllister (Aberdeen Grammar School Former Pupils' Club).

In Attendance: Neil Bruce, Service Manager, Culture and Sport, Education, Culture and Sport; Jo Conlon, Sports Policy and Partnership Officer, Education, Culture and Sport; Fiona Selbie, Senior Solicitor, Legal and Democratic Services; and Vikki Cuthbert and Stephanie Dunsmuir, Democratic Services.

APOLOGIES

- 1 Apologies were submitted on behalf of Ian Stanger and Andy Campbell.

MINUTE OF PREVIOUS MEETING

- 2 The Committee had before it the minute of its previous meeting of 19 March 2013.

Mr Hendry queried the statement on page 3 of the minute that the Education, Culture and Sport Committee was the parent Committee of Rubislaw Field Committee and that it therefore ratified any decisions taken. Mrs Selbie clarified that this was correct and that as the Council owned the field, any decisions in relation to issues such as the Agreement had to be ratified by the parent Council Committee – in this case, the Education, Culture and Sport Committee.

The Committee resolved:-

to approve the minute as a correct record.

RUBISLAW FIELD AGREEMENT

- 3 With reference to Article 3 of the minute of its previous meeting, Neil Bruce advised that he had been in contact with Mr Hendry prior to the meeting but that it had not been possible to collate the required figures in time to circulate them with the papers. He advised that officers had collated figures in relation to the costs to the Council for football, rugby and cricket use of the field, and the hockey figures had now been received, but that officers were still looking into the costs of grounds maintenance.

The Chairperson asked if the FPs Club had been able to gather any of the required information, and Mr McAllister advised that he had a spreadsheet which he could share with the Committee on the understanding that the figures were noted to be in draft form. He asked if the Committee could look at the spreadsheet so that the FPs Club could be satisfied that they had the required information. He also asked if the Council officers

RUBISLAW FIELD COMMITTEE

24 April 2013

could outline exactly what was meant by the term 'Best Value'. Mr McAllister then circulated the draft figures for consideration by the Committee and explained what they represented.

Mr Bruce advised that the figures did represent what the Council required, but asked if they could include qualitative information on the number of hours they represented. He added that it would be helpful for the FPs Club and the Council to agree the number of hours between them. Mrs Selbie also asked that the FPs Club consider including figures relating to the coaching outwith Rubislaw Field, (for example, interior training), as this data might not be available to the Council.

There was a discussion around the invoicing issue raised by the hockey club, and Jo Conlon advised that the men's hockey were now content that the invoicing problem was resolved. Mr McAllister advised that he had heard there was still an issue, and the Chairperson requested that the FPs Club representatives contact the hockey club to identify where there might still be a problem. The spreadsheet also highlighted a comment from the rugby section in relation to invoicing problems, and Ms Conlon explained that Sport Aberdeen provided usage information to the Council based on janitorial returns, which was then used to produce the invoice which the Council sent to the customer. The Chairperson noted that there had been other issues of this nature, and suggested that the problem raised by the rugby club could be looked into further by officers.

The Chairperson thanked the FPs Club for the comprehensive figures and asked if officers required anything further. Mr Bruce reiterated that it would be helpful to have the information on the number of hours used, but added that the figures were a good basis to work from. He asked if Mr McAllister could send the spreadsheet through electronically, as this would enable officers to input their figures into the same format, and Mr McAllister undertook to send the information.

The Chairperson requested that officers arrange to meet separately with the FPs Club representatives to agree a set of figures to form the basis of the report to the meeting of the Education, Culture and Sport Committee in May. Mr McAllister highlighted that the missing information relating to rugby and hockey should be relatively straightforward to retrieve, but that gathering the football data might prove difficult. Ms Conlon advised that the Council had the usage figures for football, and Mr Bruce added that the Council costs could be listed against those. He also added that the report could list where there were caveats, for example, where there might be disagreement between the figures or where information was missing. Mr Bruce also advised that it would be best to agree that information dating back further than five years was not included, other than the information relating to the stand.

Mr McAllister then asked if officers could provide an explanation on Best Value. Mrs Selbie explained that there was not a statutory definition of this term, but that it related to financial savings, and to the contribution of something to the life of the citizens of Aberdeen. She added that while the financial aspects were a helpful starting point,

RUBISLAW FIELD COMMITTEE

24 April 2013

officers would also want to include contributions of a non-financial nature, for example, the work which might not happen without the personal input of the FPs Club. Mr Bruce added that it was about the demonstration of participation, progression and performance. Mr Hendry asked if the term was laid down in statute, but Mrs Selbie advised that she was not aware of this being the case. She explained that if the Council was to be audited, the auditors would be looking at the financial aspects for the Council, but also the benefits to the wider city, therefore it was important to include other information which contributed to Best Value, and not just financial data.

The Committee resolved:-

- (i) to note the draft information provided, and to request that Mr McAllister forward this data electronically to Mr Bruce; and
- (ii) to request that officers meet separately with the representatives of the Former Pupils' Club to agree on the figures which would form the basis of the report to the Education, Culture and Sport Committee on 30 May 2013.

AOCB - GRASS CRICKET WICKET

4 With reference to article 3 of the minute of the previous meeting, and the discussion around the proposal for a grass cricket wicket, Mr McAllister reiterated the FP Club's wish that the matter be progressed quickly. He advised that it would be important to ensure that the project was taken forward prior to the start of the summer season; as otherwise, it would be another year before work could commence. He added that the work would need to commence around August with ground works over winter to ensure that the pitch was ready for summer. The purchase of sterile soil would also take some time. He also highlighted the safety issues caused by the current condition of the existing pitch.

Mr Bruce noted the wish for the work to be expedited, but stressed that as he had not received an official request outlining the proposal, he was unable to take any action. Mr Hendry advised that he had received a letter dated 27 February from the cricket club, and Mr Bruce and Ms Conlon stated that they had not received this letter. Mr Hendry then passed Mr Bruce his copy of the letter.

Mr Bruce advised that the matter would be for Ms Conlon and Gail Woodcock to consider, and suggested that the request be considered in the context of a report on the future maintenance and investment in the field which could be brought back to a further meeting of the Rubislaw Field Committee to be arranged following the Education, Culture and Sport Committee in May.

The Chairperson thanked everyone for their contributions and drew the meeting to a close.

RUBISLAW FIELD COMMITTEE

24 April 2013

The Committee resolved:-

- (i) to request that a further meeting of the Committee be arranged following the Education, Culture and Sport Committee in May; and
- (ii) to note that a report would be prepared for that meeting which would consider the request from the cricket club in the context of a report which would consider the wider issues of future maintenance and investment in the field, as well as setting out how the Committee would take a co-ordinated approach to matters such as grounds maintenance in future.

- COUNCILLOR JENNIFER LAING, Chairperson