

ABERDEEN CITY COUNCIL

COMMITTEE:	Education, Culture and Sport
DATE:	8 October 2009
DIRECTOR:	Annette Bruton
TITLE OF REPORT:	Community Learning Hubs and Review of Community Centres and Community Learning & Development Activity
REPORT NUMBER:	ECS/09/032

1. PURPOSE OF REPORT

To report on progress with the development of Community Learning Hubs and the review of Community Centres and Community Learning & Development activity in Aberdeen and seek approval to consult on identified options.

This links with the ongoing work on the draft Learning Estate Strategy, and has included consideration of all buildings in the Education, Culture and Sport portfolio, proposing sustainable options for the future by identifying best use of the estate and maximising opportunities for co-location and optimum use of premises.

2. RECOMMENDATION(S)

1. To approve the definition of Learning Communities, Learning Partnerships, Community Learning Hubs and Learning Satellites.
2. To agree consultation with stakeholders reporting back in the January 2010 cycle on preferred options for:
 - 2.1 Community Learning Hubs and Learning Satellites;
 - 2.2 A new model lease, management agreement and constitution for Leased Community Centres; and,
 - 2.3 A new model of finance for leased community centres.
3. To agree further consultation with stakeholders about the development and operation of Learning Partnerships and Learning Communities.
4. To instruct relevant Council Officers to produce detailed costs in relation to implementation plans, including property valuations, revenue savings and capital investment requirements.
5. To note the intention to fill the vacant post of Community Centre Liaison Officer to support management Committees in the running of their centres, subject to approval by due process in Committee.

6. To receive further reports on a revised staffing and operational structure for the Council's Community Learning and Development service and the Library service.

3. FINANCIAL IMPLICATIONS

The potential savings in terms of revenue and capital and any projected spend to save will be further developed on the basis of the options contained in Section 6.

4. SERVICE & COMMUNITY IMPACT

The links to the Community Plan, the Single Outcome Agreement and Vibrant, Dynamic & Forward Looking are as follows:

- **Vibrant, Dynamic and Forward Looking – The Liberal Democrat and SNP Programme for Aberdeen City Council:** This contains a commitment to establish a network of Community Learning Hubs across the city.
- **Combined Community Plan and Single Outcome Agreement –** The development of Community Learning Hubs and review of community centres and community learning and development activity contribute to SOA Outcomes as follows:
 - People of all ages take an active part in their own learning to achieve their full potential Learning and training is appropriate and accessible to learner's needs
 - Children and young people access positive learning environments and develop their skills, confidence and self esteem to the fullest potential
 - Children, young people and their families/carers are involved in decisions that affect them. Their voices heard and they play an active and responsible role in their communities
 - Educational attainment in Aberdeen is continuously sustained and improved
 - School leavers enter positive destination of employment, training or further and higher education with a focus on and support for young people who require More Choices and More Chances
 - Children and young people actively participate in their communities and have optimum involvement in decision making
 - All children, young people and their families have access to high quality services when required and services provide timely, proportionate and appropriate response that meeting the needs of children and young people within Getting it Right for Every Child, (GIRFEC) requirements
 - Improve the quality of life in our most deprived areas
 - Citizens are increasingly more active in their communities regardless of age, gender, sexual orientation, ethnic origin, where they live, disability or faith/religion/belief and contribute to 'active citizenship'
 - Develop pathways to participation which enhance the diversity of local representation at and engagement with regional, national and international arts, heritage and sporting events
 - Our public services are consistently high quality, continually improving, efficient and responsive to local people's needs

An Equalities & Human Rights Impact Assessment will follow; (work ongoing within the Communities Team.)

5. OTHER IMPLICATIONS

This report has other implications as follows:

- Legal – proposals for new model lease and constitution for leased community centres drawn up by the Legal and Democratic Service.
- Property and personnel – options for co-location of services, partner agencies and staff and changes to the Council estate.
- Sustainability- options for consideration are intended to provide more sustainable services that are fit for the future.
- Health and safety – co-location of services will reduce lone working.

6. REPORT

6.1 The report is set in the context of a changing environment; a changing economy, regeneration needs and new housing and business developments in the City. It reflects a detailed analysis of current provision for learning in the wider community and provides fit-for-purpose options for the future.

The report recognises that the ‘status quo’ is not an option and that decisions need to be made about service delivery and property infrastructure to support this delivery in the interests of cost-effectiveness and sustainable “future-proofing”. This includes detailed consideration of the use of all buildings in the Education, Culture and Sport portfolio, identifying options for co-location with other services and economies of scale making best use of space within schools, community learning and development centres, leased community centres and libraries. (This includes possible future locations for the Council’s Arts Development service.) Any options for change will include changes to building use, some building re-design or closure, changes to staffing and enhanced use of new technologies. The report is informed by a detailed analysis of current provision for learning in the wider community. The supporting information that provides an evidence base for the options in this report is contained in Appendices 2 - 8.

6.2 Background

6.2.1 The review of community centres and community learning & development activity and the development of Learning Communities and Community Learning Hubs and Learning Satellites have their roots in a number of policies and initiatives. These include:

- **Her Majesty’s Inspectorate of Education (HMIe)** – The inspection regime for the Community Learning & Development is now based upon Learning Communities which are defined by secondary school catchment areas; (known as Associated School Groups or ASGs.)

- **Vibrant, Dynamic and Forward Looking – The Liberal Democrat and SNP Programme for Aberdeen City Council –** The Administration policy to provide Community Learning Hubs.
- **Single Outcome Agreement:** This defines the priorities of the council and partners and includes a range of targets for lifelong learning, active involvement in communities and improvements in quality of life for Aberdeen citizens.
- **Aberdeen City Council School Estates Strategy and Draft Learning Strategy:** - The intention is to deliver high quality services through schools, libraries and community learning which will enable individuals and communities to obtain the education and skills they need to fulfill their potential and contribute to the city's prosperity.
- **Council Notice of Motion, 12 November 2008:** This called for a review of community centres and community learning activity, the provision of a costed report on community centre and community learning staffing and funding and the presentation of an option or options for voluntary management of community centres.
- **Curriculum for Excellence:** The 4 capacities of Successful Learners, Confident Individuals, Responsible Citizens and Effective Contributors and the 10 dimensions in a "Journey to Excellence" are the basis for both school and community learning and development delivery of education and quality indicators informed by the framework on which they are inspected.
- **Budget decisions:-** the requirement to achieve savings of £50,500 in the year 2009 – 2010 and £101,000 in 2010 – 2011 within the Communities budget of Education, Culture and Sport

6.2.2 Concepts and Definitions

There is a great deal of confusing terminology around. It is important that we are clear about what Learning Communities and Partnerships, Community Learning Hubs, Learning Satellites and Community Hubs will mean for Aberdeen and how they will contribute to learning in the wider community.

Learning in the wider community means learning in the broadest sense from effective parenting and active lifestyle classes to more formal structured accredited learning delivered from a range of venues; not exclusively schools. This includes all age groups and communities of interest groups such as lesbian, gay, bi-sexual and transgender, religious groups or learners in an age group.

A **Learning Community** is a group of **people** who are learners based upon geographical areas such as secondary school catchment areas. They may learn within one building or a range of locally based facilities or even share study on a common syllabus from different locations using information technology as a means of communication.

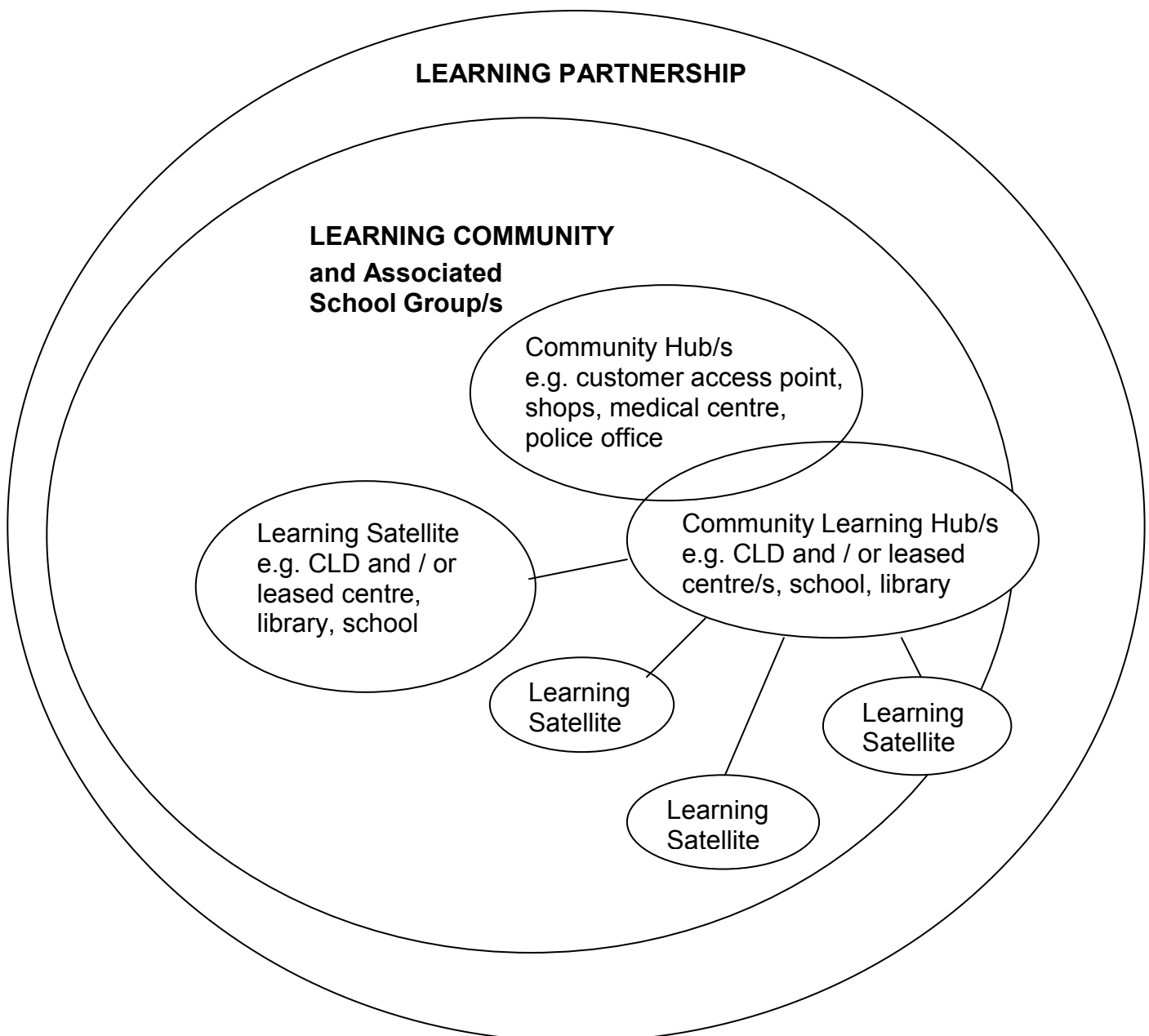
A **Learning Partnership** involves the stakeholders of learning in a given locality or community of interest working together in a structured way to deliver the best learning outcomes for a learning community.

A **Community Learning Hub** brings together a range of **service providers**, providing a location for staff and volunteers at a point at,

and from which, they can deliver learning to their respective learning community. A **Learning Satellite** provides a venue but not necessarily a staff base from which wider learning in the community can be delivered. This could be, for example, a school, a community learning centre, leased community centre, library, sports centre, community room or a church hall.

Where a range of partner services are co-located, such as a customer access point or a focal point for services in a shopping centre, this is a **Community Hub**. The Community Learning Hub could be part of this campus of facilities or stand alone depending on the nature of the community in which it is based and the range and suitability of venues in the immediate locality.

Diagram 1: Definitions made easy



6.2.3 Why have Community Learning Hubs?

The aim of Community Learning Hubs and their Learning Satellites is to enhance learning opportunities and learning outcomes in the wider community by co-ordinating and maximising the resources and capabilities of learning partners. Hub services could include rooms for community groups, ICT learning suites with free internet access and places for children, young people and adults to participate in a range of activities to develop all important **skills for learning, skills for life and skills for work**.

6.2.4 Education and Culture premises under consideration as Community Learning Hubs

In Aberdeen there are currently:

- 23 buildings supporting community learning and development activity and housing professional staff; of these properties, 3 are due to be closed shortly; (Linkfield, Portal and Summerhill)
- 5 further properties which will in the future house community learning activity; (4 x 3Rs schools and The Beacon Centre)
- 23 leased community centres, and,
- 17 branch libraries.

These are listed at Appendix 1 providing details of whether they are freestanding buildings, shared buildings, located within schools or shared with others. This differentiation is important as it should be noted that where co-location occurs there is not necessarily a saving to be achieved by removing staff from a building if it remains open for alternative use by Council services. This is particularly relevant where community learning activity is located within school premises.

In the case of the new 3Rs schools, the building management responsibility lies with the contractor, OPERON and building management models referred to in this report do not therefore apply to these facilities. Responsibility for organising non-school learning activities within 3Rs schools will be considered in the context of the role of learning partnerships.

Members have identified the requirement for an urgent review of provision in order to provide cost-effective services that better meet the current and future needs of Aberdeen's communities. This review has looked at potential links and opportunities to co-locate with schools. Officers working on this review and the Learning Estate Strategy have worked together, where relevant, to achieve this. Officers have taken account of school occupancy, roll prediction and future development plans for housing in assessing capacity for wider learning services to be accommodated within current and future education estate.

6.2.5 Fit for Purpose and Cost Effective Buildings

Libraries and community learning and development centres are Council owned buildings, are currently managed by Council officers and are predominantly financed through mainstream revenue budgets. (Certain ring-fenced external funding is sourced to provide programmes of activity.) Both deliver a range of learning opportunities in the wider community and provide work bases for professional staff

Leased community centres are Council owned buildings and are managed by voluntary management committees who receive a development programme grant which is variable dependant on the size of the centre. These centres have all their utilities bills, loan debts and external repair and maintenance costs paid by the Council.

Officers have reviewed the buildings listed in Appendix 1 taking account of their location, proximity, condition, revenue costs, programmes of activity, user profiles and frequency of use. Opportunities for co-location have been considered along with potential rationalisation.

The research has revealed a wealth of information about the estate, particularly in relation to revenue costs, building location and options for more cost effective service delivery. It has also allowed officers to look at the respective needs of Aberdeen's communities and the buildings available for the delivery of learning in the wider community.

This has informed the options outlined for consideration in paragraph 6.2.11 to follow.

Work undertaken to inform options on buildings:

- analysis of socio-economic data to evidence local community needs;
- building condition surveys of all schools, libraries and community centres to ascertain condition;
- analysis of financial data to ascertain annual revenue costs;
- analysis of the use of libraries, community learning and leased community centres and activities therein;
- 16 learning estate consultations and joint working on options in relation to school buildings and opportunities for delivery of a range of services from one site or "campus", and,
- two staff consultation sessions have taken place to provide background information to all staff working in libraries, museums and galleries, community arts and community learning and development.

6.2.6 Management models under consideration:

The review underpinning this report has also looked at options for building management in order to identify any potential economies which could be achieved. Where buildings are shared, the option for a shared management model can, and should be, further explored. On the ground management of libraries will be included in a further report depending on the options exercised for community learning hubs and satellites.

Officers have therefore concentrated on an analysis of the respective management models for community learning and development centres and leased community centres. In undertaking the review of community centres officers have, under advice, objectively investigated the appropriateness of having two separate models.

6.2.7 Community Learning & Development Centres

These centres house Council professional and clerical staff, who deliver and support community learning & development activities both in the centre and elsewhere in the centre's catchment community. Delivering to the three national, (Scottish Government), priorities of Adult Learning, Youth Work and Community Capacity Building, Community learning and development activity is **subject to inspection by Her Majesty's Inspectorate of Education**.

These centres are located in buildings **funded by the Council**. They provide income generation through their programmes and a degree of external funding. Community learning and development centre buildings or parts of buildings, for example; within schools, are managed by professional staff who take responsibility for the building and the formal learning programmes that are conducted within them. The reduced staffing levels within the professional Community Learning and Development service require staff to be freed from building management responsibilities so energies can be prioritised on high quality service delivery.

Community learning and development centres have voluntary management committees who receive no direct funding from the Council. The centre management committees develop programmes of activity in addition to those provided or facilitated by the community learning and development service. The management committees generate income and apply for external funding which goes into Centre funds to employ part-time staff and tutors, fund further activity and purchase equipment. This is a cost-effective model of service delivery for the Council.

During the financial year 2008-2009 there were twenty-five Community Learning and Development Centres in the city being supported from twenty-two buildings. This was because some services had been decanted due to rebuilding of schools in the 3Rs project. Of the 23 premises **currently** supporting Community Learning and Development activity; 16 are co-located within schools or premises shared with other

services, 1 is located within a flat on the housing account and 6 are freestanding. In regeneration areas, there are also a number of voluntary projects that support community learning and development through a service level agreement, several based in Council flats.

It has been historically difficult to ascertain the exact premises costs of the revenue budgets of community learning and development centres that are co-located. Where the necessary financial data is available, attempts have been made as part of this review to quantify the cost per square metre of running properties on using Property Review Premises Analysis Sheets, summaries of which are contained within Appendices 2-8.

An analysis of the financial information on the community learning and development centres has drawn on the Period 12 out-turn revenue and capital figures provided by the Finance Team. A significant proportion of the revenue costs of community learning and development centres is accounted for by staffing costs (£2,452,136). Staff work from centres but cover and deliver learning opportunities to a wider geographical area. The annual citywide community learning and development revenue costs for the year 2008 - 2009 minus staffing amount to £489,041. The community learning and development staffing budget for 2009 – 2010 has been reduced to £1,901,707.

An analysis of the financial information on the community learning and Professional staff currently based in centres have responsibility for generic service delivery or a priority area of work over a wider geographical area. **Removing these staff from buildings and moving them to a hub will not in itself achieve savings.** Whilst economies can be achieved in non-professional staff costs by co-locating staff and concentrating the delivery of administrative and clerical functions at a Community Learning Hub, significant reductions over recent years to professional staff grades make further economies extremely difficult without ceasing certain aspects of work or concentrating activity in limited areas of the city.

An analysis has also been undertaken on the activities undertaken within community learning and development centres across the city. The year 2008 -2009 and the current year cannot be viewed as typical due to the disruptions caused by decanting of centres based within schools that are subject to the 3Rs project. The activity data has been summarised and presented for each centre within the supporting information packs at Appendices 2 -8. It should be noted that the provision of quantitative measures is not an accurate indicator of qualitative value to the individual learner in terms of their learning and skill development.

6.2.8 Leased Community Centres

These centres were formally District Council community centres and are run purely by voluntary management committees. This management model is **dependent upon the availability and willingness of volunteers to develop a programme of activities and manage financial, health and safety, legal and procedural matters.** In addition to this management committees either staff the

building themselves or employ staff **paying the wages out of income or their development programme grant.**

The leased community centres **generate income through their activities and this is generally ploughed back into the centre** or used to fund trips and activities for the good of the community. Some centres have programmes of activity that are predominantly for local residents and others have activities that include local residents and attendees drawn from a wider area.

An examination and analysis of the financial information on the leased centres has drawn on the Period 12 out-turn revenue and capital figures provided by the Finance Team together with the unaudited financial statements provided by the centres. In the financial year 2008-2009, the Council supported the capital and revenue costs of the leased centres to a total figure of £672,804. This includes an annual development programme grant and payment of all premises related and administrative costs such as telephone rental and calls in addition to full financial support for any capital costs and ongoing capital refinancing charges relating to the buildings. Due to the fact that leased community centres **do not directly employ professional staff teams**, it is not possible to draw a direct financial comparison between the costs of community learning and development centres and leased centres.

Currently the leased centre management committees have a tenant / landlord relationship with the Council with a range of lease arrangements. They also have outdated constitutions which do not reflect the current operating environment and have no provision for their effective governance on matters such as finance, management, employment, child protection and health and safety. Consultation has taken place with leased centre management committees. This has identified:

- an unsatisfactory and unclear situation about leases;
- concerns about the current model constitution, (adopted April 2000), and,
- considerable discontent about the lack of support from the Council in relation to building management / advice and matters such as management, health and safety, legal liability, employment law.

It is not possible, in the majority of cases, to undertake an objective assessment of the social value of these centres to their local communities. They vary in the sections of the community for which they cater and the range of activities undertaken within them. Most centres were unable to provide a detailed breakdown of the activities undertaken over a year. The provision of numerical information is not necessarily an accurate indicator of value.

6.2.9 Management Options for the Future

Officers have consulted and researched widely in the search for a model management option. The issues identified are as follows:

- There are no economies to be achieved from adopting the current leased management model across all community centres. This is down to:
 - the additional cost of paying development programme costs to centre management committees currently running to £246,596 across 20 centres;
 - the need to maintain CL&D staff teams to co-ordinate, manage and deliver learning programmes, and,
 - the economies of scale that can be achieved through shared occupancy and reception functions and maximising building use.
- The status quo in relation to buildings is not an option for reasons of cost-effectiveness and more appropriate use of community learning and development professional staff time.
- The difference between management of buildings and activity planning and management should be recognised. There could be separate groups managing these two different aspects of the running of one or more buildings; one group assuming a building management role and the learning partnership assuming the planning and delivery of the learning role. (In the case of activities within 3Rs schools only the latter activity would require attention. See paragraph 6.2.4 previously)
- There is no “one size fits all” as all centre activities usually reflect the needs of the local communities in which they are located.
- Building management will depend upon the condition, layout and proximity of the building/s and the knowledge and availability of those managing.
- Leased centres are run by volunteers and it would be inequitable to impose a requirement to manage one or more buildings within the area where this is not deliverable. This situation would only be appropriate where there is the local capacity and willingness.
- An association of management committees should be established and supported by the Council to provide a collective voice and shared capacity/expertise amongst management committees. This is viewed positively by a majority of leased centre management committees who have already met to discuss this review.
- A collegiate management model where a group of management committees come together pooling their respective expertise and local knowledge would be appropriate but only where the parties are agreeable and demonstrate a willingness to work together.

The conclusions are therefore that:

1. It is not possible to estimate the social value of any centres to their local communities although it is possible to quantify the actual cost of running them.
2. The costs of Community Learning and Development Centres include staffing costs which represent service delivery across a geographical area and are not centre specific
3. Leased centre costs relate to services delivered predominantly in the centres themselves or for centre-user community. Staff costs are only applicable to a few leased centres and are met

through the development programme grants made by the Council and/or income generation.

4. A new model lease and constitution should be developed that is more appropriate to current and future needs and accommodates local need including learning in the wider community.
5. Improved support should be provided to those managing buildings. This could either include a dedicated centre support officer or more support from Community Learning and Development and wider guidance and help from a range of Council and partner agencies on matters including legal issues, health and safety and external funding. A regularly updated information directory would also be beneficial and this suggestion has been supported by centres with whom it has been discussed.
6. Consideration should be given to the adoption of a new model of adjusted financial support to leased community centres that involves the Council providing an increased grant to leased community centres transferring the responsibility for the payment of revenue costs to management committees. This would not include capital loan charges and interest which would be paid by the Council. This grant would be adjusted annually in accordance with the Council's budget setting process. It is suggested that officers discuss the individual circumstances of each centre with their respective management committees and report back to Committee on this issue. This will allow the development of a future model that is sustainable.
7. The brokering of a procurement model for leased community centre ordering would be beneficial to the centres as would a mechanism for bulk ordering. . It has been confirmed that this is feasible and information on this is currently being worked upon.
8. Local circumstances should be respected and support provided to broker a building management model appropriate to local circumstances.
9. That a collegiate model for centre management should be encouraged and professional support provided by the Council to build capacity to achieve this. This may take time and this should be respected.
10. Learning activity should be recognised as distinct from building management and this should be planned and delivered through Learning Partnerships

Work undertaken to inform options on management models:

- legal work to develop a new model lease and constitution for community centres these are at Appendices 9 and 10 respectively;
- financial analysis of capital and revenue profiles, income generation and savings and analysis of patterns of ordering;
- a leased community centre workshop focusing on the centre contributions to the local community and the support required from the council;
- a community learning centre management committee workshop which looked at options for voluntary management and the centre programmes;

- a follow-up focus group session for both groups on areas of concern;
- work to redraft the job description of the community centre buildings liaison officer to provide improved support that meets identified needs; and,
- enquiring about the need for an information booklet for centres providing a directory of useful contacts. summary feedback to management committees of all centres;

6.2.10 Outcomes

The reason for developing Learning Communities and introducing Community Learning Hubs and Learning Satellites is to deliver:

- Lifelong learning opportunities that increase the potential of every person, whatever their age.
- Strengthened communities through community learning and development and celebration of community diversity.
- An evidence-based approach to service delivery that identifies local learning needs and maximises the use of local resources and capabilities to meet these needs.
- Integrated services for children, young people and adults that improve their education, learning and skills development.
- Overall reductions in Council and partner revenue and capital expenditure.

The aim is to improve learning outcomes in Aberdeen and develop Aberdeen as a **city of learning** through the redesign and reconfiguration of neighbourhood based assets and services to achieve a **more sustainable, effective and efficient model of delivering learning**.

Delivery of these outcomes requires a radical and innovative rethink about how to get best use of and best value out of services and buildings. This cannot be achieved if decisions about change are not made and, where required, changes are not implemented. Officers have taken account of the schools estate in addition to Communities buildings within the Education, Culture and Sports portfolio in considering the options presented. Implementation will need to be phased in order to fit with aspects of the Schools Estate and the ability to dispose of property in the current market freeing up assets for capital investment.

6.2.11 Options for Consideration

On the basis of research undertaken, officers are putting forward options for seven Community Learning Hubs and the Learning Satellites that could support them. The hubs are based on Associated School Groups (ASGs) or ASG clusters. Delivery would need to be phased and synchronised with other development plans and timelines for implementation will be presented to the January 2010 committee cycle. Consultation is recommended on these options as follows:

Bucksburn/Dyce ASGs Option

Hub

Bucksburn 3Rs Campus comprising Bucksburn Academy, The Beacon Centre and Bucksburn Library, also for Bridge of Don / Oldmachar ASGs if a hub option is not exercised in those ASGs

Learning Satellites

- Dyce Academy
- Dyce Library
- Carnegie Hall (Dyce) Community Centre
- Dyce Community Learning and Development Centre in Dyce Primary School
- Kingswells Leased Community Centre/s
- Kingswells Primary School

Impact on the Estate

- Closure of Bucksburn Library
- Option to incorporate Dyce Library into Dyce Academy dependent upon future school capacity due to housing development.
- Dyce Carnegie Hall leased centre to move to semi-independent model or close due to poor state of repair

Impact on Service Delivery

- Bucksburn Library re-located and new service model already planned
- CLD staff to have premises at Bucksburn Campus Hub working in other learning locations

Savings

- Proportion of revenue costs of Bucksburn Library – advised that any savings are likely to be required to offset the unitary charge.
- Possible reduction from library staff rationalisation - £10,000
- Savings from adoption of semi-independent model for Dyce Carnegie Hall – £456
- Proportion of Dyce Library revenue costs if this option exercised – estimated £13,000
- Savings on Community Learning and Development support costs contingent upon restructure

Rationale

Purpose built facilities with co-location of a range of learning services in close proximity. Best fit with Learning Estate proposals

Bridge of Don/Oldmachar ASGs Option

Hub

In the short-term, Scotstown Primary School with Bridge of Don library co-located, or no hub in this ASG cluster (staff to work out of Bucksburn Hub). In the medium to long-term, consideration to be given to the potential for new build community facilities to meet needs of a growing community as part of future housing developments.

Learning Satellites

Bridge of Don Academy

Oldmachar Academy

Middleton Park Community Centre

Possible option to work with Sport Aberdeen to access LP Alex Collie and Jesmond Centres

Learning Points, i.e. short hour availability only, at Balgownie and Danestone Park leased community centres

Impact on the Estate

- Closure and relocation of Bridge of Don Library
- Disposal of Cairnfield leased centre (currently not in use)
- Balgownie and Danestone leased community centres to move to semi-independent model

Impact on Service Delivery

- CLD staff to have hot desk space at Scotstown Hub working at other learning locations
- Library re-located but with initial relocation costs of £25,000
- No impact from disposal of vacant Cairnfield Community Centre
- Assisted use of spare time slots at leased community centres

Savings

- Capital receipts from Cairnfield CC – to be calculated by Asset Policy
- Estimated saving on premises charges for Bridge of Don Library year on year based on 2008-9 actuals is £9,000
- Savings on Community Learning and Development support costs contingent upon restructure
- Savings from Balgownie (£1,132) and Danestone (£1,408) leased Community Centres moving to a semi-independent model

Rationale

School has ample capacity and co-location of local facilities achieves economies of scale, reduced revenue costs and capital receipts. Best fit with current Learning Estate Proposals

St Machar ASG Option

Hub

In short-term, Seaton 3Rs School

In medium term, either Riverbank School with new extension to accommodate community facilities or a new build in Tillydrone Regeneration Area funded from capital receipts of closures.

Learning Satellites

- Cornhill Community Learning and Development Centre in Cornhill Primary School
- Sunnybank Community Learning and Development Centre in Sunnybank Primary School
- Tilly Community Flat (funded by Fairer Scotland until March 2009, (funding continuing but not ring-fenced so cannot be assured.)
- Tilly Youth Project – future regeneration proposals may require this facility to be relocated.
- Fersands, and Printfield Community Projects, St Machar Parent Support Project and Aberdeen Lad's Club
- Woodside and Fountain Community Centre, (Customer Access Point)
- Cornhill and Tillydrone Libraries
- Cairncry, Hanover, Hilton, Pittodrie, Tillydrone and Powis Gateway leased community centres.

Impact on the Estate

Closure of Woodside and Linksfield Libraries, Portal, Linksfield, and Seaton Community Learning and Development Centre, Hilton Community Learning and Development officer base / nursery and transfer of activity to Hub and satellites. Woodside Library building to be retained as a temporary archive /storage space in short-term with medium term option of building being taken over and run for alternative community use.

Impact on Service Delivery

- Need for exit strategies for Seaton, Linksfield, Portal Community Learning and Development - significant short term impact in Tillydrone until new premises built.
- Relocation of professional Community Learning and Development staff at and working out of hub
- Woodside Library service to be subject to service delivery redesign
- Relocation of services to improved locations and accommodation in phases
- Community dentist and Healthy Minds team at Hilton need to be re-housed.

Savings

- Revenue savings from closures of Community Learning Centres awaited
- Savings on Community Learning and Development support costs contingent upon restructure

- Woodside Library staffing cost saving - £21,000
- Linkfield Library - £38,000
- Savings from Hilton (£2,065), Tillydrone (£1,060), Pittodrie (£243), Cairncry (£1,527), Hanover (£1,394) and Powis Gateway leased centres moving to semi-independent models.

Rationale

Best use of existing 3Rs facility with recognition of medium term school roll increase and potential squeeze on other services. Opportunities for a purpose built facility in the medium term funded through capital receipts.

Grammar ASG Option

Hub

Short to medium term, Rosemount Community Learning and Development Centre with Community Librarians co-located.
Medium to long term, location within a potential new school partly funded through capital receipts from existing learning estate

Learning Satellites

- Mile End 3Rs School
- Catherine Street and / or Froghall leased community centres
- Aberdeen Grammar School

Impact on the Estate

Short term refurbishment required at Rosemount Community Learning and Development Centre.

Impact on Service Delivery

Minimal as significant number of staff are already co-located within Rosemount Community Learning and Development Centre.

Savings

- Savings on Community Learning and Development support costs contingent upon restructure
- Revenue savings on learning estate buildings disposed of
- Capital receipts from above
- Savings from Catherine Street (£1,296) and Froghall (£1,404) leased Community Centres moving to a semi-independent model.

Rationale

Few options due to lack of buildings in this ASG. Best fit with current Schools Estate proposals.

Torry & Kincorth ASG Option

Hub

Short to medium term, Torry Academy housing all Torry current Community Learning and Development activity and providing community learning and development staff base from which to work. Potential Whitespace ceramics and glass learning base.

Medium term, option to accommodate in Torry Neighbourhood Centre phase 2 or to transfer to a new build academy housing community facilities.

Learning Satellites

- Tullos Community Learning and Development Centre
- Torry Youth Project
- Kincorth Academy
- Kincorth Customer Access Point / Library
- Balnagask and Altens leased community centres
- Torry and Cove Libraries

Impact on the Estate

- Closure and disposal of Loirston Annexe
- Torry community centre at Abbey Place to close as per budget plans of 2007-08.
- Transfer Torry Learning House activity to Torry Academy and other accommodation suitable to learner requirements.

Impact on Service Delivery

- Relocation of professional Community Learning and Development staff at and working out of hub
- Co-location of range of facilities at one hub site accessible by public transport in a regeneration area with evidenced learning needs and low car ownership.
- Staff travel expenses / travel time would increase due to no direct public transport between Torry and Kincorth and Torry and Cove.
- Loirston Annexe activity to be relocated within other buildings.

Savings

- Capital receipts from disposal of Loirston Annexe and Abbey Place – to be calculated by Asset Policy.
- Revenue savings from Torry Community Learning and Development at Oscar Road Nursery (£32,000), Torry Learning House (£6-7,000) and Loirston Annexe (to be calculated) .
- Savings on Community Learning and Development support costs contingent upon restructure
- Savings from Balnagask (£1,062) and Altens (£1,804) Community Centres moving to a semi-independent model

Rationale

Best use of under occupied Academy and could provide basis for a South of city vocational based learning centre in line with regeneration needs of the area. Best fit with current Schools Estate thinking.

Cults, Harlaw & Hazlehead ASGs Option

Hub

Kaimhill 3Rs Primary School, co-location for school, library and community learning and development centre.

Learning Satellites

- Cults 3Rs Academy and Community Learning and Development facilities
- Hazlehead and Harlaw Academies
- Airyhall and Hazlehead 3Rs Primary Schools and Community Learning and Development facilities
- Airyhall & Culter Libraries, Cults Library and LearnDirect centre
- Airyhall, Inchgarth and Ferryhill Leased Community Centres

Impact on the Estate

- Closures of Ferryhill Library, Ruthrieston Community Learning and Development Centre and Nursery (total independence of latter is an alternative option.)
- Possible closure of Culter District Office and co-location of services within Culter Library.

Impact on the Estate:

- Social work staff currently working out of Culter Police Station need to re-locate due to expiry of lease – potential to re-locate in staff space/community meeting facilities at Cults Primary School when Community Learning and Development staff vacate.

Impact on Service Delivery

- Relocation of professional Community Learning and Development staff at and working out of hub
- Minimal impact on service users of Culter District Office if this option explored and exercised. Co-location easier for service users.
- Ruthrieston Community Learning and Development Centre activity levels low.
- Central Library close to Ferryhill Library with ready access by public transport.

Savings

- Revenue savings and capital receipts from Ferryhill Library (£45,000), Ruthrieston Community Learning and Development Centre/Nursery (£17,000) and Culter District Office (under discussion with services about feasibility)
- Savings on Community Learning and Development support costs contingent upon restructure
- Savings from Airyhall (£1,865), Inchgarth (£3,003) and Ferryhill (£1,605) leased community centres moving to semi-independent model
- Potential social work team revenue savings if located within Cults primary school.

Rationale

Best use of future new purpose-built 3Rs facility with co-location of services providing central location to a wider catchment area.

Northfield ASG Option

Hub

Short to medium term, Northfield Community Learning and Development Centre and Library subject to building redesign.

Medium to long term, a potential for co-location within a range of new community facilities which will form a Community Hub. Account will also need to be taken of any impact on service delivery requirements arising out of the Greenferns Master Plan.

Learning Satellites

- Northfield Academy
- Mastrick Community Learning and Development Centre
- Cummings Park flat partly funded by Fairer Scotland until March 2010, (funding continuing but not ring-fenced so cannot be assured.)

Learning Satellites:

- Middlefield Community Project, Youth Flat, Pathways and Healthy Hoose
- Summerhill Community Learning and Development Centre and Mastrick Youth Project (until closure)
- The Box and The Cell – leases to expire shortly, purchase an option.
- Cummings Park, Henry Rae and Sheddocksley leased community centres
- Mastrick Library

Impact on the Estate

- Capital investment required to reconfigure Northfield Library and Community Learning and Development Centre.
- Medium term closure of building housing Summerhill Community Learning and Development Centre /Mastrick Youth Project.
- Relocate services currently undertaken in Cummings Park Flat.
- Implications of Haudagain roads proposal may require re-location of all Middlefield Community Learning and Development provision.

Impact on Service Delivery

- Relocation of professional Community Learning and Development staff at and working out of hub
- Closure of Summerhill Community Learning and Development Centre /Mastrick Youth Project requires plans for relocation of services.
- Rationalisation of reception at Northfield Hub which, in effect contributes to a Community Hub facility at Byron Square

Savings

- Medium term revenue savings from closure of Summerhill (£3,191) and Mastrick Youth Project (£2,698) and savings from Cummings Park flat, (£2,000).
- Savings from adoption of semi-independent model for LP Henry Rae £1,517), Cummings Park (£2,120) and Sheddocksley (£1,604) leased community centres.

Rationale

Best fit in light of closure of Summerhill, unknown timescale of Middlefield regeneration implementation and schools estate thinking.

6.2.12 Evidence Base and Research

The research findings and evidence base are contained in the information packs for each Associated School Group, (ASG) grouping in Appendices 2 - 8. These contain the available information on all the buildings currently used in that locality as follows:

- **Facilities Maps and Lists of Premises**
A map is provided for each ASG grouping showing the proposed Hub and Learning Satellites.
- **Condition of Buildings**
The Asset Policy section of the Corporate Governance Directorate has provided support in undertaking buildings condition surveys, advising on the outcomes and calculating floor areas to provide, where possible, a cost per square metre calculation for each property. The outcomes are detailed in the building cover sheet for each property contained within the information pack for each ASG grouping.
- **Finance**
Detail on the annual revenue out-turn figures for Community Learning and Development Centres, Libraries and Leased Community Centres together with loan debts and income.
- **Activity Surveys**
Activity statistics for community learning and development and the Library Service are collected as part of the normal internal service assessment processes and the latter inform National Performance Indicators. Attempts have been made to assess annual activity within leased centres. Whilst most were able to provide a one week analysis, most were unable to provide this on an annual basis.

Appendices 2 - 8 contain information packs on this ASG groupings as follows:

2	Bucksburn and Dyce ASGs
3	Bridge of Don/Old Machar
4	St Machar ASG
5	Grammar ASG
6	Torry & Kincorth ASG
7	Cults, Harlaw & Hazlehead ASGs
8	Northfield ASG

Appendix 9 is a Citywide Map showing options for Community Learning Hubs and Learning Satellites. Appendix 10 is a draft model lease and management agreement.

7. REPORT AUTHOR DETAILS

Jane Nicklen, Service Manager (Communities),



jnicklen@aberdeencity.gov.uk



(01224) 522424

8. BACKGROUND PAPERS

- Single Outcome Agreement for 2009-10 between the Scottish Government and The Aberdeen City Alliance
- Vibrant, Dynamic and Forward Looking – The Liberal Democrat and SNP Programme for Aberdeen City Council 2007 – 2011
- Aberdeen City Council School Estates Strategy and Draft Learning Strategy
- Council Notice of Motion about review of community centres and community learning activity, 12 November 2008:
- Curriculum for Excellence, 2009
- Feasibility Study of Community Hubs for the Parametta Local Government Area, 25 September 2007, Elton Consulting
- Brotherhood of St Laurence, Breaking Cycles by Building Community Hubs, June 2007
- Leopold Community Hub, October 2007
- The Royal Borough of Kingston upon Thames, Community Hubs – Final Report, 12 February 2009
- Summary of Outcomes from Learning Strategy Consultation with Leased Community Centres, 19 May 2009 and Community Learning and Development Centres, 20 May 2009
- Summary of Staff Learning Strategy Consultations held 15 and 16 June 2009
- Summary of Focus Group with Community Centres held 30 June 2009

This is a list of buildings on the Education, Culture and Sport Portfolio that are listed within this report:

Key:

F = Freestanding

SH = Shared

3Rs = 3Rs facility

SS = within Secondary School

PS = within Primary School

CAP = Customer Access Point

Bucksburn & Dyce ASG

Building	Type
Bucksburn Library	F
Bucksburn 3Rs Academy	3Rs
Kingswells Primary School	PS
Beacon Centre	3Rs
Dyce Library	F
Carnegie Hall (Dyce) Community Centre	F
Kingswells Leased Community Centre	F
Kingswells Webster Park Community Centre	F

Bridge of Don & Oldmachar ASG

Building	Type
Bridge of Don CLD Centre	SS
Bridge of Don Library	F
Scotstown Primary School	F
Balgownie Leased Community Centre	F
Danestone Leased Community Centre	F
LP Alex Collie Leased Community Centre	SH
Cairnfield Leased Community Centre (Closed)	F
Middleton Park Leased Community Centre	F

St Machar ASG

Building	Type
Seaton Primary School	3Rs / SH
Riverbank Primary School	F
Tillydrone Library	F
Linksfield Library	SH
Woodside Library	F
Cornhill Library	F
Cairncry Leased Community Centre	SH
Hanover Street Leased Community Centre	F

St Machar ASG ctd

Building	Type
Hilton Leased Community Centre	F
Pittodrie Leased Community Centre	F
Powis Gateway Leased Community centre	F
Woodside and Fountain Centre	CAP
Cornhill CLD Centre	PS
Seaton Community Project	F
Sunnybank CLD Centre	PS
Tilly Community Flat	Flat
Tilly Youth Project	F
Portal CLD	PS

Grammar ASG

Building	Type
Aberdeen Grammar	SS
Rosemount CLD Centre	F
Mile End Primary CLD Centre	3Rs
Catherine Street Leased Community Centre	F
Froghall Leased Community Centre	F
Leaside Leased Community Centre (closed)	F

Torry & Kincorth ASGs

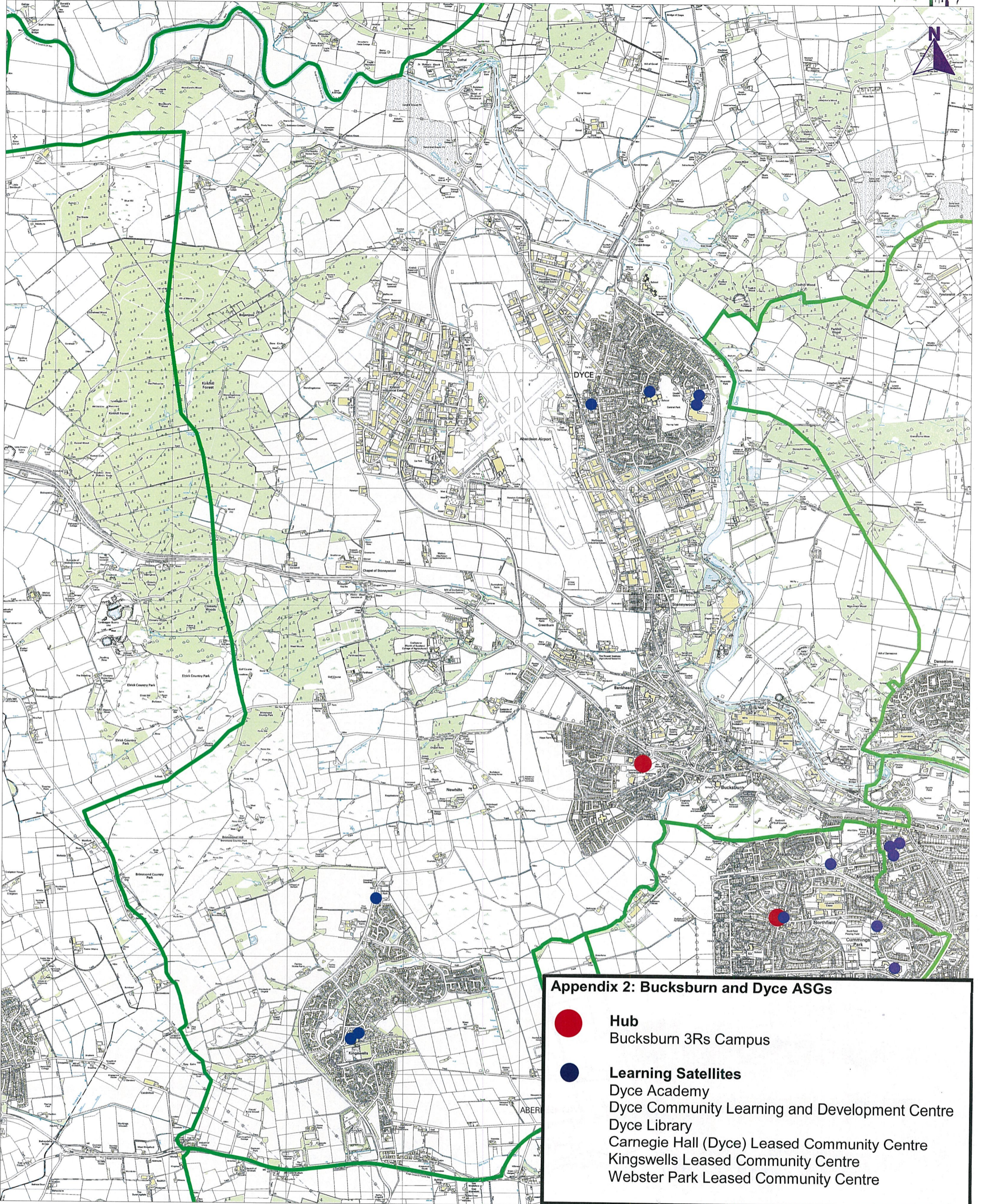
Building	Type
Torry CLD Centre	SH
Tullos CLD Centre	PS
Torry Youth Project	SH
Torry Academy	
Abbey Place Centre	F
Kincorth CLD Centre/Library/CAP	SH / CAP
Kincorth Academy	
Loirston CLD Centre	PS
Loirston Annexe	F
Altens Leased Community Centre	F
Balnagask Leased Community Centre	F

Cults, Harlaw and Hazlehead ASGs

Building	Type
Cults Academy & CLD facilities	3Rs
Airyhall Primary School & CLD facilities	3Rs
Hazlehead Primary School & CLD facilities	3Rs
Hazlehead Academy	
Kaimhill Primary School/Library & CLD facilities	3Rs
Harlaw Academy	
Cults CLD Centre	PS
Ruthrieston CLD Centre and Nursery	F
Culter Library	F
Cults Library	F
Airyhall Library	SH
Ferryhill Library	F
Airyhall Leased Community Centre	F
Inchgarth Leased Community Centre	F
Ferryhill Leased Community Centre	F

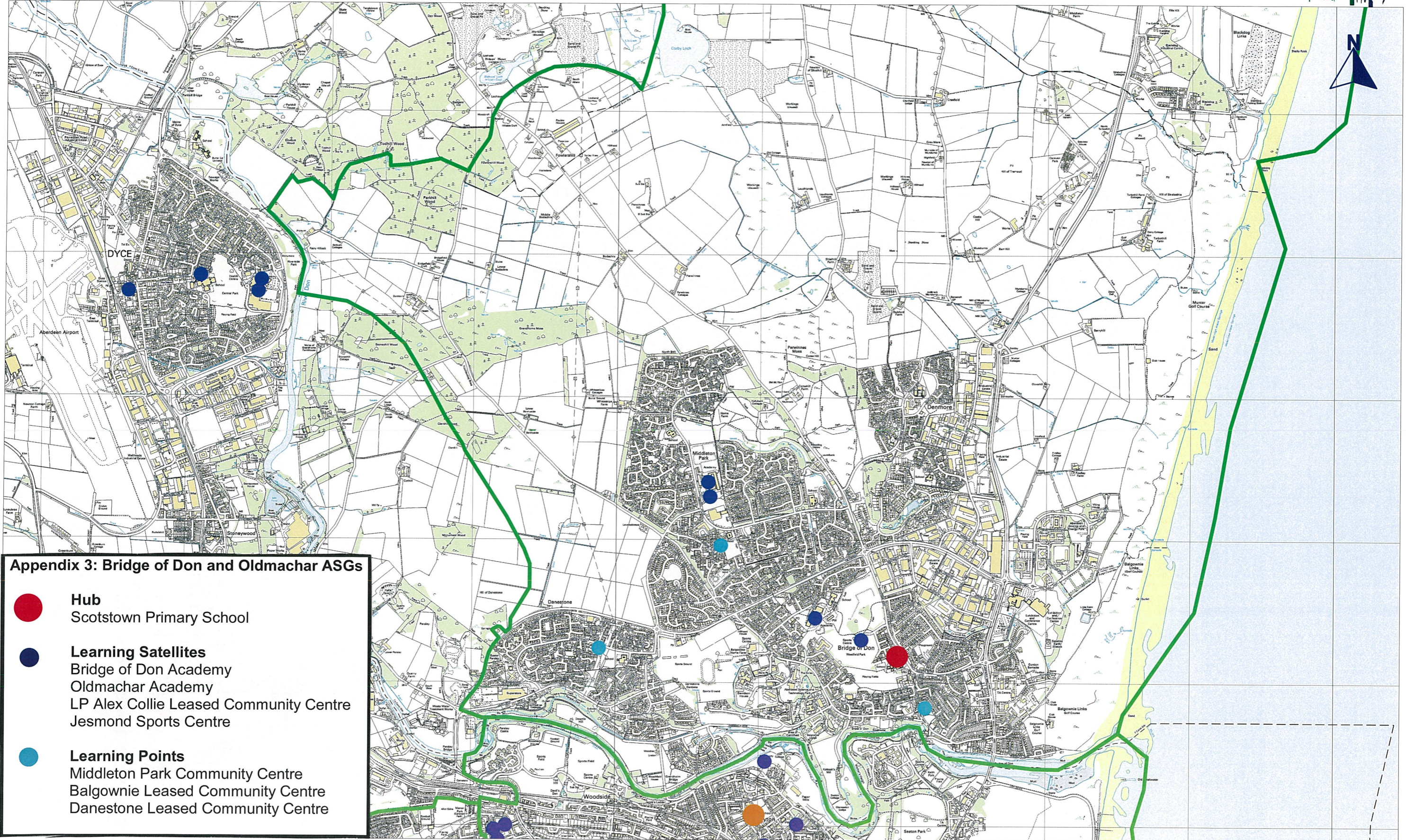
Northfield ASG

Mastrick CLD Centre	SH
Mastrick Library	SH
Northfield CLD Centre	SH
Northfield Library	SH
Northfield Academy	
Summerhill CLD Centre	SH
Mastrick Youth Project	SH
Cummings Park Flat	Flat
Middlefield Community Project	Flat
Middlefield Youth Flat	Flat
Middlefield Learning House	Flat
Middlefield Healthy Hoose	Flat
The Box	F
The Cell	F
Cummings Park Leased Community Centre	F
LP Henry Rae Lease Community Centre	FF
Sheddocksley Leased Community Centre	F
* Properties located on boundary between Northfield and St Machar ASGs	



Appendix 2: Bucksburn and Dyce ASGs

- **Hub**
Bucksburn 3Rs Campus
- **Learning Satellites**
 Dyce Academy
 Dyce Community Learning and Development Centre
 Dyce Library
 Carnegie Hall (Dyce) Leased Community Centre
 Kingswells Leased Community Centre
 Webster Park Leased Community Centre



Appendix 3: Bridge of Don and Oldmachar ASGs

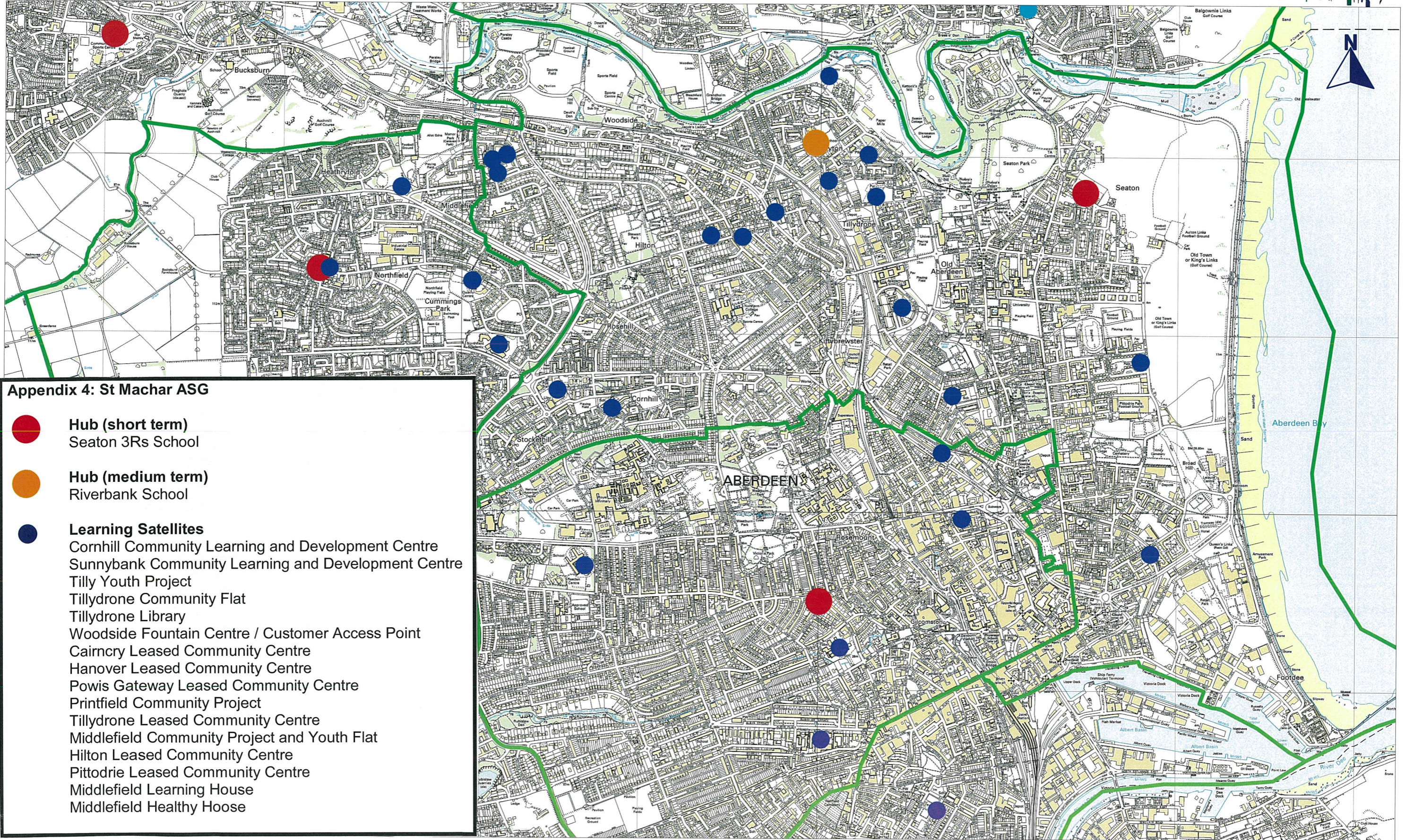
- **Hub**
Scotstown Primary School
- **Learning Satellites**
Bridge of Don Academy
Oldmachar Academy
LP Alex Collie Leased Community Centre
Jesmond Sports Centre
- **Learning Points**
Middleton Park Community Centre
Balgownie Leased Community Centre
Danestone Leased Community Centre

**Title: Appendix 3: Bridge of Don and Oldmachar ASGs
Proposed Hubs and Satellites**

Scale: 1:25000

Date: 22 September 2009

Map Ref: NJ9211



Appendix 4: St Machar ASG

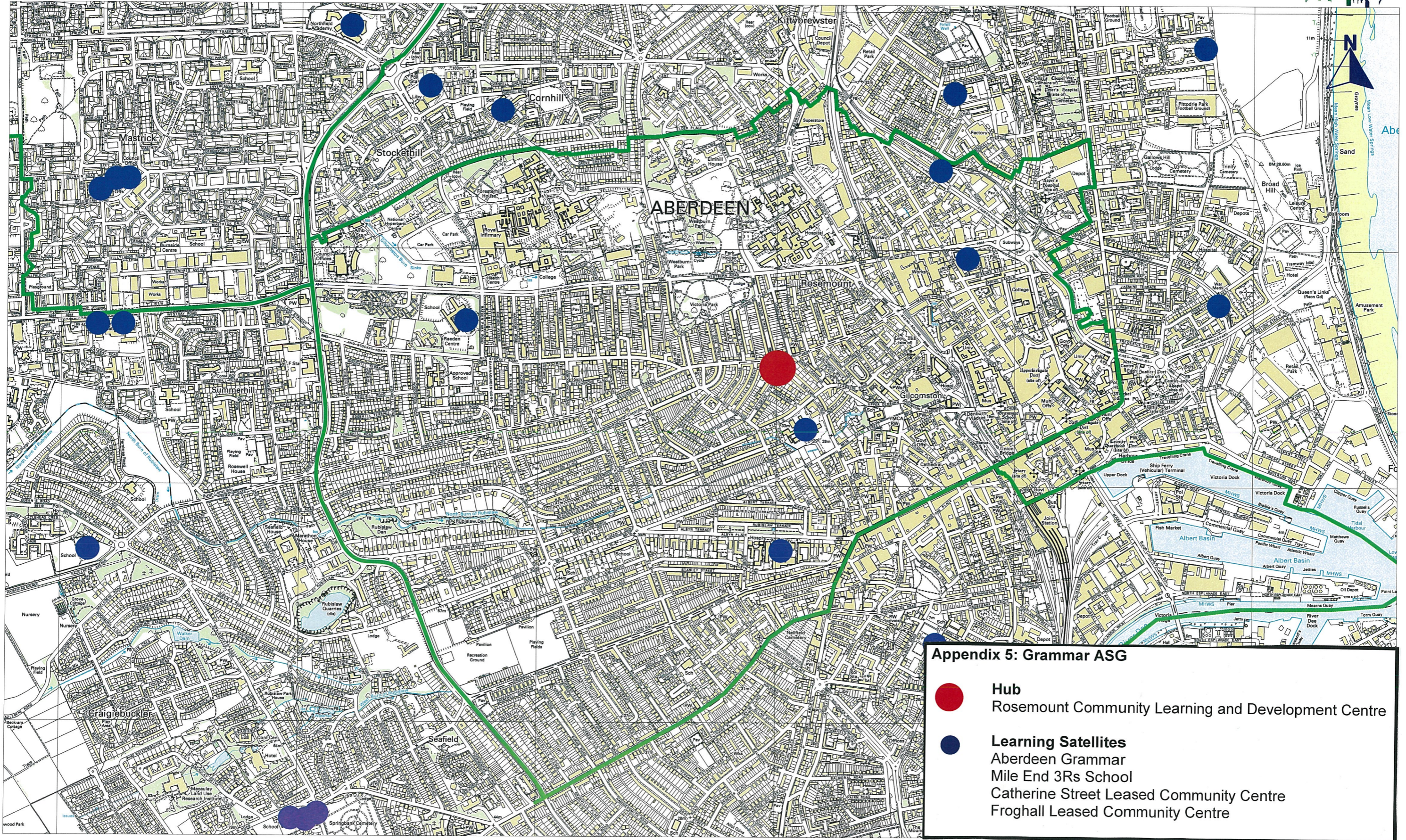
- **Hub (short term)**
Seaton 3Rs School
- **Hub (medium term)**
Riverbank School
- **Learning Satellites**
 Cornhill Community Learning and Development Centre
 Sunnybank Community Learning and Development Centre
 Tilly Youth Project
 Tillydrone Community Flat
 Tillydrone Library
 Woodside Fountain Centre / Customer Access Point
 Cairncry Leased Community Centre
 Hanover Leased Community Centre
 Powis Gateway Leased Community Centre
 Printfield Community Project
 Tillydrone Leased Community Centre
 Middlefield Community Project and Youth Flat
 Hilton Leased Community Centre
 Pittodrie Leased Community Centre
 Middlefield Learning House
 Middlefield Healthy Hoose

**Title: Appendix 4: St Machar ASG
Proposed Hubs and Satellites**

Scale: 1:20000

Date: 22 September 2009

Map Ref: NJ9207



Appendix 5: Grammar ASG

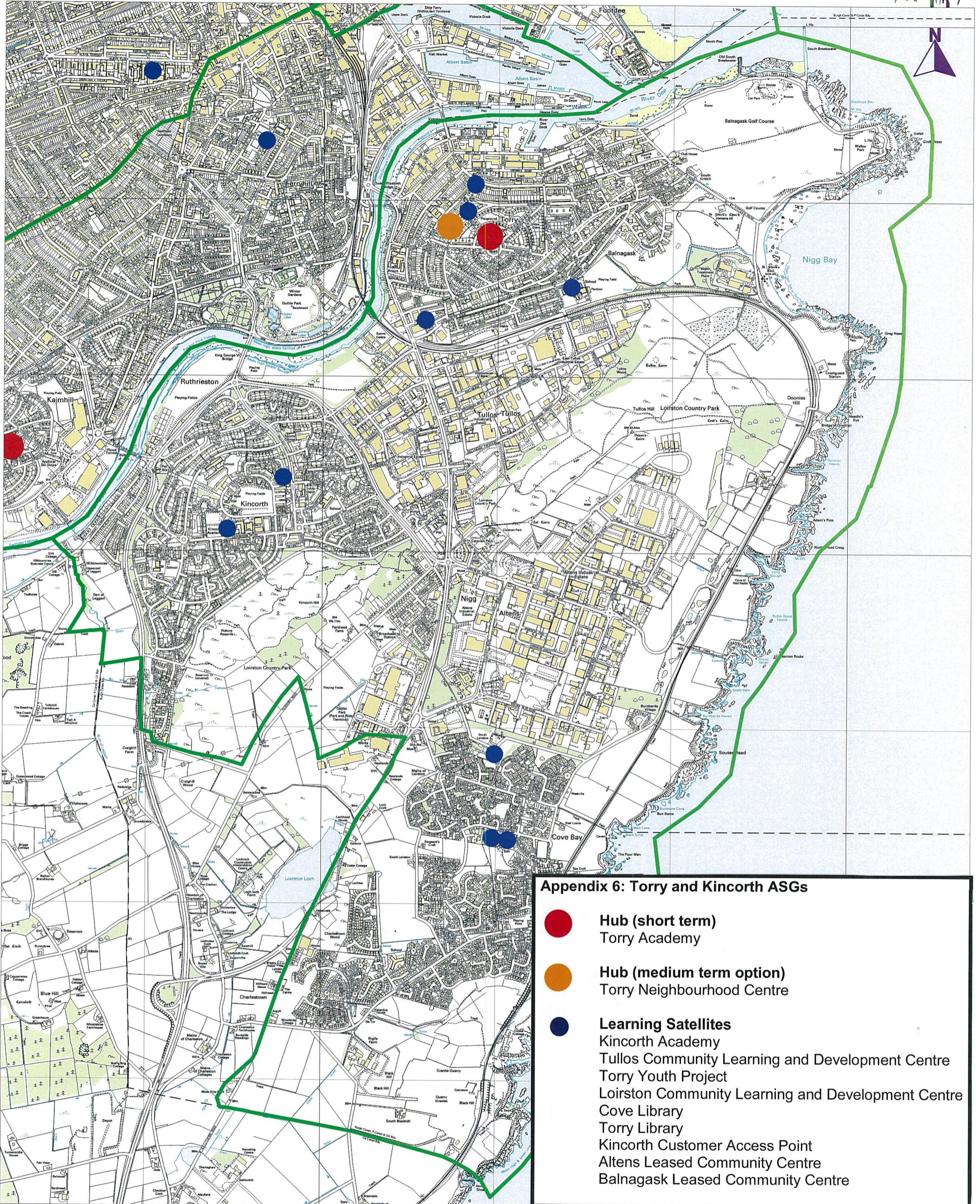
- **Hub**
Rosemount Community Learning and Development Centre
- **Learning Satellites**
Aberdeen Grammar
Mile End 3Rs School
Catherine Street Leased Community Centre
Froghall Leased Community Centre

**Title: Appendix 5: Grammar ASG
Proposed Hubs and Satellites**

Scale: 1:15000

Date: 22 September 2009

Map Ref: NJ9206



Title: Appendix 6: Torry and Kincorth ASGs

Proposed Hubs and Satellites

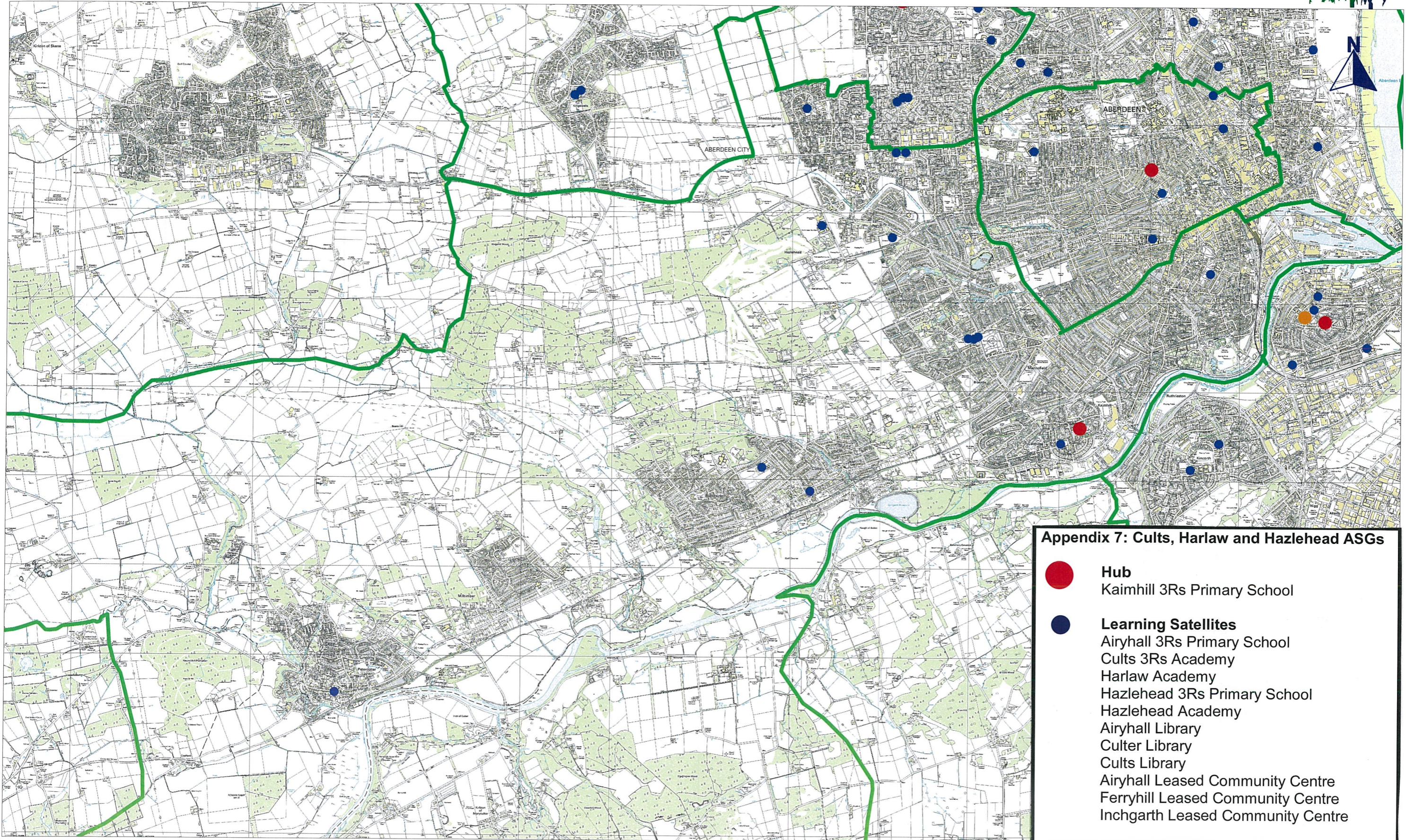
Scale: 1:20000

Date: 22 September 2009

Map Ref: NJ9402



This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Aberdeen City Council - 100023401 - 2007



Appendix 7: Cults, Harlaw and Hazlehead ASGs

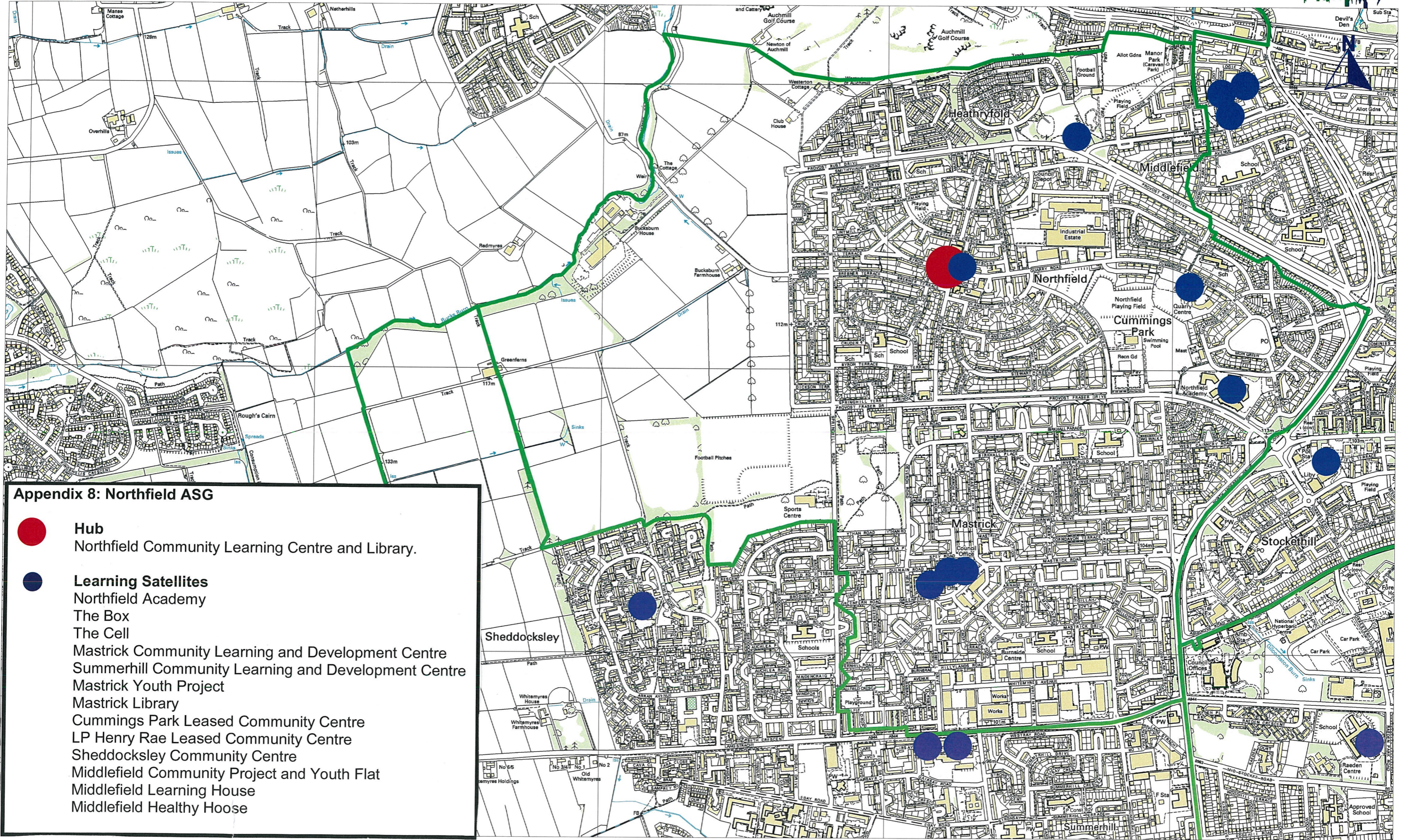
- **Hub**
Kaimhill 3Rs Primary School
- **Learning Satellites**
Airyhall 3Rs Primary School
Cults 3Rs Academy
Harlaw Academy
Hazlehead 3Rs Primary School
Hazlehead Academy
Airyhall Library
Culter Library
Cults Library
Airyhall Leased Community Centre
Ferryhill Leased Community Centre
Inchgarth Leased Community Centre

**Title: Appendix 7: Cults, Harlaw and Hazlehead ASGs
Proposed Hubs and Satellites**

Scale: 1:40000

Date: 22 September 2009





Map Ref: NJ8803

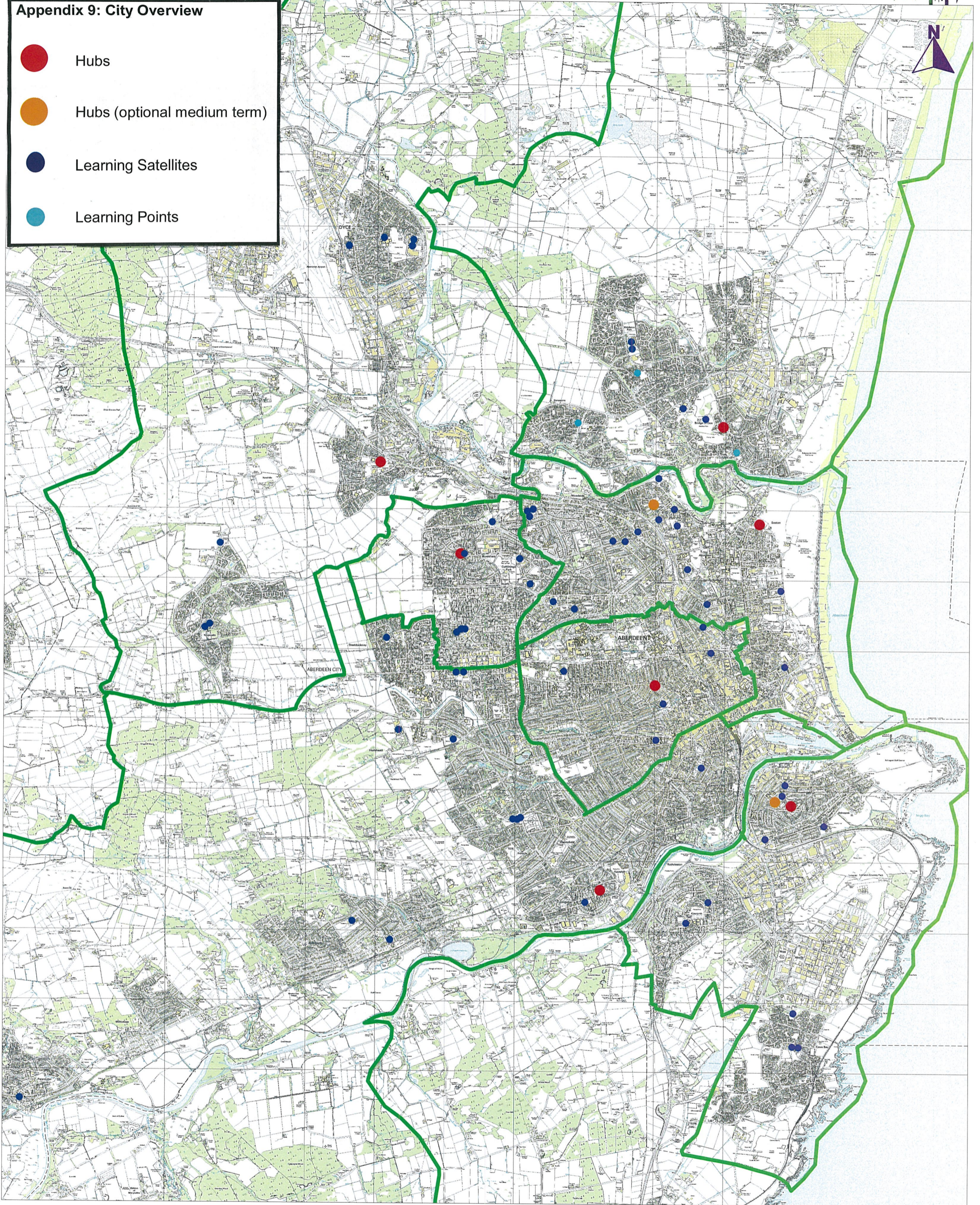


Appendix 8: Northfield ASG

- **Hub**
Northfield Community Learning Centre and Library.
- **Learning Satellites**
Northfield Academy
The Box
The Cell
Mastrick Community Learning and Development Centre
Summerhill Community Learning and Development Centre
Mastrick Youth Project
Mastrick Library
Cummings Park Leased Community Centre
LP Henry Rae Leased Community Centre
Sheddocksley Community Centre
Middlefield Community Project and Youth Flat
Middlefield Learning House
Middlefield Healthy Hoose

Appendix 9: City Overview

-  Hubs
-  Hubs (optional medium term)
-  Learning Satellites
-  Learning Points



Title: Appendix 9: City Overview
Proposed Hubs and Satellites

Scale: 1:50000

Date: 22 September 2009



This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Aberdeen City Council - 100023401 - 2007

Map Ref: NJ9007

Template prepared by: GIS, Research & Information Unit, Strategic Leadership. Tel: 522622

LEASE

between

ABERDEEN CITY COUNCIL,
constituted by and acting under the
Local Government etc. (Scotland)
Act 1994, and having its principal
office at Town House, Broad Street,
Aberdeen

and

[Names of Secretary and Chairman]
and their successors in office as
Secretary and Chairman respectively
of the Management Committee of
[] Community Centre,
[Address] as Trustees *ex officio* for
the said Management Committee

1 Definitions/Interpretation

1.1 Definitions

In this Lease:-

1.1.1 **"Date of Entry"** means ;

1.1.2 **"Date of Expiry"** means the date of expiry or earlier termination
(however terminated) of this Lease;

1.1.3 **"Duration"** means the period from the Date of entry until (insert a date
20 years and 1 day after the Date of Entry)

1.1.4 **"Insured Risks"** means the risks of fire, explosion, aircraft, storm,
earthquake, riot and civil commotion, lightning, malicious damage,
flood, escape of water, impact by road vehicles, theft, accidental
damage and breakage of fixed glass and such other insurable risks as
the Landlords may from time to time reasonably require, but excluding

any risks against which the Landlords' obligation to insure has terminated in terms of Sub-Clause 12.1;

1.1.5 **"Landlords"** means the said Aberdeen City Council and, in substitution therefor, any person succeeding to their interest under this Lease;

1.1.6 **"This Lease"** means this Lease and, save where expressly otherwise provided, any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof;

1.1.7 **"Management Agreement"** means the management agreement annexed and signed as relative hereto, as may be amended or varied at any time by the Landlords, acting reasonably;

1.1.8 **"Period of this Lease"** means the Duration together with any continuation thereof whether by *tacit relocation*, under an Act of Parliament or for any other reason;

1.1.9 **"Permitted Use"** means use as a community centre solely for the conduct of social, educational, cultural, leisure and recreational activities for the benefit of the whole community;

1.1.10 **"Planning Acts"** means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and any legislation of like purpose or nature;

1.1.11 **"Prescribed Rate"** means the rate of 4% above the Relevant Interest Rate;

1.1.12 **"Property"** means the subjects let under this Lease and each and every part thereof together with the pertinents thereof and the heritable fixtures and fittings from time to time therein and thereon;

1.1.13 **"Relevant Interest Rate"** means the base rate from time to time of The Royal Bank of Scotland plc or, if such rate is at any time incapable of ascertainment, such reasonably equivalent rate as the Landlords and the Tenants may agree or, in the absence of such agreement, as may be fixed by an arbiter to be appointed at the written request of the Landlords or the Tenants by the President (or other senior executive replacing or deputising for the President) for the time being of the Law Society of Scotland;

1.1.14 **"The Tenants"** means the said Trustees of the Management Committee of [] Community Centre and, in substitution therefor, their successors and permitted assignees and where there are two or more persons included in the term "the Tenants" from time to time the obligations expressed to be made by them shall be deemed to be made by such persons jointly and severally provided that neither the foregoing definition nor anything else expressed in this Lease shall be construed or operate so as to impose a continuing liability upon any person having right to the tenants' interest under this Lease following a permitted assignation of its interest; and

1.1.15 **"VAT"** means value added tax payable under the Value Added Tax Act 1994 as amended from time to time or under any directives or regulations adopted by the Council of the European Union which relate to value added tax or any similar tax introduced in substitution therefor.

1.2 Interpretation

In this Lease:-

1.2.1 any right or power expressed to be reserved to or conferred on the Landlords, any inspection or works expressed to be carried out by the Landlords and any notice, request or demand expressed to be served or issued by the Landlords may be exercised, carried out, served or issued by the Landlords and/or their duly authorised employee, factor, professional adviser, agent and/or contractor;

- 1.2.2 where any matter requires the consent or approval of the Landlords under this Lease and also the consent or approval of any other person in terms of the title deeds of the Property or in terms of any lease to which the Landlords' interest in the Property is subject, the consent or approval of such other person shall be a necessary, but not a sufficient, condition of the grant of such consent or approval by the Landlords;
- 1.2.3 words importing any gender shall include the other genders, words importing the singular number shall include the plural number and vice versa and words denoting natural persons shall include incorporated bodies and vice versa;
- 1.2.4 any reference to an Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom and any obligation to comply with an Act of Parliament shall include an obligation to comply with any relevant directive or subordinate or other legislation of the European Union, provided that any reference in this Lease to the Town and Country Planning (Use Classes) (Scotland) Order 1997 shall, notwithstanding any modification, extension or re-enactment thereof, nonetheless still be construed as a reference to the said Order in the form in which it is enacted at the Date of entry;
- 1.2.5 the headings to Clauses and Sub-Clauses are for ease of reference only and shall be disregarded in the construction or interpretation of this Lease;
- 1.2.6 references to a numbered Clause or Sub-Clause without further amplification are references to the Clause or Sub-Clause in this Lease so numbered;
- 1.2.7 any obligation of the Tenants under this Lease which has the effect of prohibiting or restricting any act of the Tenants in relation to the

Property shall be deemed to incorporate an obligation on the part of the Tenants or any authorised occupier of the Property not to allow or suffer any other person to infringe such prohibition or restriction; and

1.2.8 in any case where the rent or any other payment made or to be made by the Tenants falls to be apportioned by reference to time, the portion of such payment due by the Tenants shall be equal to that fraction of such payment whose numerator is the number of days in the period over which the Tenants' liability in respect of such payment extends and whose denominator

1.2.8.1 in the case of the rent (notwithstanding any reference in this Lease to equal quarterly payments) and any other annual payment is three hundred and sixty five (365) and

1.2.8.2 in any other case is the total number of days in the period to which such payment relates.

2. Grant and Duration

The Landlords in consideration of the rent and of the other undertakings by the Tenants hereinafter contained hereby let to the Tenants (but excluding assignees and sub-tenants legal or voluntary and creditors and managers for creditors in any form except where permitted in accordance with the terms of this Lease) ALL and WHOLE the subjects known as [] Community Centre, [Address] being the subjects outlined in red on the plan annexed and signed as relative hereto (the "**Plan**").

3. Tenants' acceptance of Property

The Tenants accept the Property as being in good and tenantable condition and repair (in terms of the Schedule of Condition annexed and signed as relative hereto) and in all respects fit for the purpose for which it is let.

4. Tenants' monetary obligations

The Tenants undertake to the Landlords:-

4.1 Rent

4.1.1 to pay rent, if asked, for the period from the Date of entry for the Duration at the annual rate of ONE POUND (£1) STERLING exclusive of VAT and that yearly in advance on in each year;

4.2 Insurance premiums

To pay to the Landlords within 14 days a sum equal to the amount paid or payable by the Landlords in respect of effecting and maintaining insurance (the "**Property Insurance**") for such sum as the Landlords may from time to time reasonably decide represents the reinstatement value (including fees and the cost of shoring up, temporary works and arrangements, demolition and site clearance and such allowance for inflation as the Landlords may reasonably determine) of the Property against loss or damage by the Insured Risks and the cost of carrying out any independent professional valuation of the Property or revision thereof (at intervals not more frequent than yearly) which shall reasonably be required by the Landlords for the purpose of determining the amount for which the Property shall be insured.

4.3 Additional insurance premiums

To pay to the Landlords within fourteen days any sum by which the insurance premiums payable by the Landlords in respect of the Property Insurance or any other adjoining or adjacent property in which the Landlords have an insurable interest may be increased in consequence of any alteration effected to the Property by the Tenants or by any other occupier or in consequence of the use of the Property by the Tenants or any act, neglect or default of the Tenants or any occupier or of the employees or contractors of any of them or of any

other person who shall enter upon the Property (other than the Landlords, their agents, employees, contractors and servants or any other person authorised by the Landlords);

4.4 Deficiency in insurance proceeds

to pay to the Landlords on demand a sum equal to the amount of any deficiency in the proceeds of the Property Insurance attributable to any act, neglect or default of the Tenants or any authorised occupiers of the Property or of the employees or contractors of any of them or of any other person who shall lawfully enter upon the Property (other than the Landlords, their agents, employees, contractors and servants or any other person authorised by the Landlords);

4.5 VAT

To pay to the Landlords on demand VAT at the relevant rate for the time being in force on all payments undertaken to be made by the Tenants to the Landlords under this Lease (but that only in exchange for a valid VAT invoice therefor) save to the extent that the Landlords shall be able to recover, reclaim or otherwise set-off against outputs the whole of the VAT in any of which events the VAT shall be borne by the Landlords (except in the case of VAT payable on the rent payable under this Lease, which VAT shall be payable by the Tenants);

4.6 Rates and other assessments

To pay when due all rates (or such alternative local tax as may be substituted therefor), taxes, charges, assessments, impositions and outgoings whatsoever (whether or not of a capital or non-recurring nature) which are, at any time during the Period of this Lease, payable in respect of the Property by the owner, tenant (which expression shall include the Tenants and any person having an interest in the Property derived from that of the Tenants) or occupier.

4.7 Common charges

save to the extent that the payment, expenditure and charges referred to in this Sub-Clause 4.7 are required to remedy, or are required in connection with the remedying of, any damage or destruction caused by or attributable to any of the Insured Risks to pay to the Landlords on demand a sum equal to the amount of any payment due by the Landlords under the title deeds or title sheet of the Property and, without prejudice to that generality, any contribution due under such title deeds or title sheet or due in terms of statute or common law towards expenditure on, the insurance of, repairs to and, if necessary, renewal and replacement of, subjects and services common to the Property including the charges properly payable under the title deeds and others as aforesaid.

5. Tenants' non-monetary obligations

The Tenants further undertake to the Landlords to observe and perform throughout the Period of this Lease the conditions, obligations and others contained in, specified in, referred to or otherwise set out in this Clause 5.

5.1 Title conditions

Excluding any payment due under Sub-Clause 4.7 (which will be due under that Sub-Clause 4.7) to observe and implement in the same manner and to the same extent and effect as if they were the proprietors of the Property the conditions, provisions and others in so far as still valid, subsisting and applicable and relating to the Property specified or referred to in the title deeds or title sheet of the Property and, during the Period of this Lease, to indemnify the Landlords against any loss or liability sustained or incurred by the Landlords or any claim by a third party against the Landlords arising out of or in connection with any breach by the Tenants and any authorised occupiers (other than the Landlords, their agents, employees, contractors and servants

or any other person authorised by the Landlords) of the foregoing provisions of this Sub-Clause.

5.2 Use

Not to use the Property for:-

5.2.1 any purpose other than the Permitted Use and not to use the Property for any other purpose whatsoever without the prior written consent of the Landlords.

5.2.2 any offensive, noisy or noxious trade, business or occupation nor for any illegal or immoral purpose nor for any purpose or in any way which may be or tend to become a nuisance or disturbance to the owners or occupiers of any neighbouring properties nor for any use which could constitute a hazard to health or cause harm to the environment; or

5.2.3 as a residence for any person.

5.3 Alienation

Not to assign, charge, sub-let or otherwise dispose of the Tenants' interest in or part with or share possession or occupation of the whole or any part only of the Property.

5.4 Tenants risk

To bear its own risk in respect of all goods, equipment, stock and other contents belonging to it in the Property.

5.5 Repair, and maintenance of the Property

Throughout the Period of this Lease to carry out all internal and external repairs and maintenance to the Property (including fixtures and fittings) in order to keep the Property in the same condition as stated in the said Schedule of Condition provided that the Tenants shall not be liable to remedy any damage or destruction caused by or

attributable to any of the Insured Risks but that without prejudice to the Tenants' obligations under Sub-Clause 4.4.

5.6 Compliance with statutory requirements

To comply in all respects with all statutory requirements (already or in the future to be passed) and all requirements of any government department, local authority, or other public or competent authority, or court of competent jurisdiction, relating to the Tenants and the occupation of the Property by the Tenants. , Without prejudice to the foregoing generality, this will include compliance with all relevant equal opportunities and child and adult protection guidance and legislation.

5.7 Cleaning

To keep the Property in a clean and tidy condition and clear of all rubbish.

5.8 To indemnify landlords

Save where indemnity is, or ought to be, available to the Landlords under any of the insurances effected, in terms of Sub-Clause 12.1, to indemnify and keep indemnified the Landlords from liability in respect of any injury to or the death of any person, damage to any property, moveable or immovable, damage to the environment, the infringement, disturbance or destruction of any right, servitude or privilege or otherwise by reason of or arising directly or indirectly out of any breach by the Tenants of their obligations under this Lease in relation to the state of repair or condition of the Property or any unauthorised use by the Tenants of the Property and from all proceedings, costs, claims and demands of whatsoever nature in respect of any such liability or alleged liability.

5.9 Signs

Not to affix or exhibit on any of the windows or on any exterior part of the Property any placard, poster, signboard or other advertisement

without the previous written consent of the Landlords which consent shall not be unreasonably withheld or delayed.

5.10 **Alterations**

Without prejudice to Sub-Clause 5.9, not to make any structural or external addition, improvement or alteration whatsoever in or to the Property nor unite the Property with any adjoining property without the previous written consent of the Landlords; Provided always that the Landlords may as a condition of giving any such consent require the Tenants to enter into such undertakings with the Landlords as the Landlords may require in regard to the execution of any such works and the reinstatement of the Property at the end or sooner determination of the Duration (howsoever the same may be determined) or otherwise.

5.11 **Prohibition of hazardous articles or operations**

Not to bring into the Property anything which is or may become dangerous, offensive, radioactive or explosive nor to carry on or do any hazardous trade or act in consequence of which the Property Insurance could be vitiated or prejudiced or made void or voidable in whole or in part or whereby the insurers may decline to cover any of the Insured Risks.

5.12 **Planning**

Not to do or omit or suffer to be done or omitted anything on or in connection with the Property the doing or omission of which would be a contravention of the Planning Acts and throughout the Duration to keep the Landlords indemnified in respect of all actions, proceedings, damages, penalties, costs, claims and demands in respect of such acts or omissions or any of them.

5.13 **Management Agreement**

For so long as the landlords are the said Aberdeen City Council (or their statutory successors) the Tenants agree to be bound by the terms of the Management Agreement throughout the Period of this Lease.

5.14 **Landlords' rights of entry**

Subject always to Sub-Clause 12.3 to permit the Landlords at any reasonable time on giving to the Tenants at least 48 hours notice in writing (or forthwith in the case of emergency) to enter the Property:-

5.14.1 for the purposes of inspecting the Property, preparing a schedule of the Landlords' fixtures and fittings and of any dilapidations and investigating any right of the nature of servitude, wayleave, privilege or encroachment and

5.14.1 for any purpose related to the exercise of any right conferred on or reserved to the Landlords under this Lease or the fulfilment of any obligation in relation to the Property incumbent on the Landlords under this Lease.

5.15 **Removal**

5.15.1 At the Date of Expiry:-

5.15.1.1 to restore and replace any of the Landlords' fixtures and fittings which may have been removed or may be missing, broken, damaged or destroyed with another of equivalent character and quality,

5.15.1.2 to remove every sign, device or advertisement of or relating to the name or business of the Tenants or other occupier of the Property from the Property and from any subjects common to the Property and other property and to remove all Tenants' fixtures and fittings, furniture and effects from the Property, making good to the Landlords'

reasonable satisfaction any damage caused by such removal, and

5.15.1.3 to remove from the Property and leave the Property together with all additions and improvements made thereto vacant and clear, and in such state of repair and condition and in all such other respects as shall be consistent with a due performance by the Tenants of the obligations undertaken by the Tenants under this Lease, and

5.15.1.4 in the event that the Tenants fail to comply with the terms of this Sub-Clause 5.15.1 the Landlords will be entitled to carry out such works as they deem necessary and recover the costs of doing so from the Tenants.

5.16 To provide fire fighting equipment

To keep the Property sufficiently supplied and equipped with fire fighting and extinguishing apparatus and appliances and related emergency signage which shall be open to the inspection and maintained to the reasonable satisfaction of the Landlords (so far as not opposed to the legal obligation of the Tenants) and also not to obstruct the access to or means of working such apparatus and appliances at or connected with the Property.

5.17 Environmental matters

5.17.1 Not to release or discharge into any environmental medium (namely, air, water (including without limitation, ground water, pipes and sewers) and land) any substance that is, or in such quantities or concentrations that are, capable of causing harm to the health of man or any other living organism supported by the environment.

- 5.17.2 Not to deposit on the Property any controlled, special, hazardous, toxic, dangerous or radioactive waste, or any other substance which may produce concentrations or accumulations of noxious gases or noxious liquids in such quantities or concentrations that are capable of causing harm to the health of man or any other living organism supported by the environment.
- 5.17.3 To indemnify and keep indemnified the Landlords (both during the Period of this Lease and after the Date of Expiry) against all liability, costs, expenses or damages (including but not limited to clean-up costs, remediation costs, legal and environmental consultancy expenses, third party claims and regulatory action) to the extent that the same arise by virtue of a breach by the Tenants during the Period of this Lease of the undertakings contained in Sub-Clauses 5.17.1 and 5.17.2.

Disclaimers

6.1 Planning acts - no warranty

Notwithstanding the provisions of Sub-Clause 5.2, the Landlords do not thereby or in any way give or make any representation that the Permitted Use is or will be or will remain an authorised use in terms of the Planning Acts and the Tenants acknowledge that the Landlords have not made or given at any time any representation or warranty that the Permitted Use is or will be or will remain an authorised use under the Planning Acts.

6.2 Condition of Property - no warranty

Any warranty or warranties on the part of the Landlords implied by common law or otherwise relating to the condition or suitability for use of the Property or any part thereof is/are expressly displaced from this Lease and shall be inapplicable.

Landlords' remedies on default by tenants

7.1 Interest

The Tenants shall pay to the Landlords on demand interest at the Prescribed Rate on any sum falling to be paid by the Tenants to the Landlords, such interest to run, as well after as before any decree, in the case of any sums due (other than rent) by the Tenants to the Landlords (including, but not limited to, any sum for the payment or expenditure of which the Landlords fall to be reimbursed by the Tenants) from the date of written demand thereof until payment in full unless paid within 14 days of written demand.

7.2 To make good defects

In the event of the Tenants failing to fulfil the obligations undertaken by them under this Lease in respect of maintaining and repairing the Property the Landlords shall be entitled to serve a notice on the Tenants requiring the Tenants to make good any such deficiency and in the event of the Tenants failing to proceed diligently to repair, amend and make good all defects for which the Tenants may be liable in accordance with this Lease within a period of 3 months after the giving of such notice the Landlords shall be entitled to make good such deficiency at the expense of the Tenants.

Irritancy

8.1 If

8.1.1 the Tenants allow the Property to go unused and/or unoccupied for a period of more than 2 months or

8.1.2 the Tenants are at any time in breach of any of the non-monetary obligations undertaken by them under this Lease

then and in either of such events the Landlords at their option may, subject to Sub-Clause 8.2, by notice served on the Tenants bring this

Lease to an end forthwith and treat this Lease and all transmissions thereof with all that has followed or can competently follow thereon as void and null and that without the necessity of any declarator, process of removal, or other procedure at law and the Property shall thereupon revert to the Landlords and it shall be lawful for the Landlords or any person or persons duly authorised by the Landlords to enter upon possession of the Property and to uplift rents, eject tenants and occupiers and thereafter use, possess and enjoy the same free of all claims by the Tenants as if this Lease had never been granted, but without prejudice to any other right of action or remedy available to the Landlords arising out of or in connection with any antecedent failure to pay any rent or any other sum due by the Tenants or any antecedent breach of any non-monetary obligation of the Tenants under this Lease.

- 8.2** In the case of a failure or contravention by the Tenants which is capable of being remedied, albeit late, the Landlords shall not exercise the foregoing option of irritancy unless and until they shall first have given under threat of irritancy written notice to the Tenants requiring the same to be remedied and the Tenants shall have failed to remedy the same within such reasonable period, having due regard to the nature and extent of the failure or contravention complained of (but not the Tenants' financial circumstances), as shall be prescribed in the notice which in the case of non-payment of any monetary amounts will be 14 days only.

Service of notices

- 9.1** Every notice under this Lease shall be in writing and shall be served upon the party to whom it falls to be issued or addressed. Any notice shall be sufficiently served if sent by Recorded Delivery Post to the Tenants at the address of the Property and to the Landlords at the address of their principal office and such notice shall be deemed to be served on the Tenants or the Landlords (as the case may be) at the

expiry of 48 hours after the time of such posting unless the contrary can be proved.

- 9.2** In proving posting it shall be sufficient to prove that an envelope containing the notice was duly addressed and posted in accordance with the provisions of Sub-Clause 9.1.

Payment of Landlords' costs

- 10.1** The Tenants undertake to reimburse the Landlords forthwith upon demand all reasonable professional charges and expenses (including, without prejudice to that generality the stamp duty land tax, dues of registration in the Books of Council and Session and the Land Register of Scotland and obtaining two extracts and any Sheriff Officers' fee) properly incurred by the Landlords:-
- 10.2** in connection with any application to the Landlords for consent or approval in terms of this Lease including such charges and expenses where consent or approval is refused or the application withdrawn; and
- 10.3** in procuring the payment of any arrears due by the Tenants or the remedy of any breach of a non-monetary obligation undertaken by the Tenants under this Lease, including without prejudice to the foregoing generality in the preparation and service of a schedule of dilapidations at any time before or after the Date of Expiry.

Warrantice

- 11.** The Landlords warrant this Lease to the Tenants absolutely.

Landlords' obligations

- 12.** The Landlords undertake to the Tenants to observe and perform throughout the Period of this Lease the conditions, obligations and others contained in, specified in, referred to or otherwise set out in this Clause 12.

12.1 To maintain insurance

To effect and maintain throughout the Period of this Lease with Insurers the Property Insurance in accordance with the provisions of Sub-Clause 4.2 provided that, if the Landlords shall be unable by reason of the unavailability of insurance (which shall include an inability to obtain insurance on commercial rates in the UK insurance market) to effect insurance against any one or more of the Insured Risks the obligations on the part of the Landlords so to insure shall cease (but only to the extent of such inability).

12.2 Repairs/relocation of Tenants

12.2.1 Subject to Sub-Clauses 12.2.2 and 12.2.3, to carry out such repairs and maintenance to the Property following damage caused by or attributable to any of the Insured Risks with all due diligence and speed but only in so far as the cost of such repairs can be met from the proceeds of the Property Insurance.

12.2.2 The Landlords shall not be responsible for any extraordinary repairs to the Property (including any required as a result of any latent and/or inherent defect in the Property).

12.2.3. If the Property is either (a) beyond economic repair or (b) rendered unsafe and/or unfit for beneficial occupation and/or use by any cause then the Landlords shall be entitled, but not bound, to terminate this Lease without payment or compensation (but subject to Sub-Clause 12.2.4) on giving written notice to the Tenants to that effect.

12.2.4 If the Landlords shall terminate this Lease in accordance with Sub-Clause 12.2.3 then the Landlords shall use reasonable endeavours to relocate the Tenants to a similar property within the Landlords' ownership on terms similar to this Lease and that for the unexpired part of the Duration.

12.3 Exercise of Landlords' rights

Notwithstanding the provisions of Sub-Clause 5.14, to exercise the rights conferred upon the Landlords in terms thereof in such a manner as will cause the minimum practicable inconvenience to the Tenants and any other authorised occupiers of the Property and to make good all damage caused to the Property by the exercise of any such rights.

13. Unenforceable provisions

Each provision of this Lease shall, unless the context otherwise requires, be read and construed independently of every other provision of this Lease with the intent that, if any provision of this Lease is held to be invalid or unenforceable for any reason, then the remaining provisions of this Lease shall, to the extent that they are not held to be invalid, remain in full force and effect. If any provision of this Lease is held to be void or unenforceable but would, if some part thereof was deleted or amended, be valid and enforceable, then such a provision shall apply with such deletion or amendment as may be necessary to make it valid and enforceable.

14. Arbitration

14.1 This Lease shall be interpreted in accordance with the Law of Scotland and any dispute, difference or question of any kind which may arise between the parties shall be determined in accordance with the Law of Scotland. Save as otherwise provided herein any difference or dispute between the parties as to the interpretation of this Lease or as to the fulfilment or otherwise by either party of their respective obligations under this Lease or as to any matters connected therewith shall, failing agreement, be referred to a single arbiter to be nominated failing agreement by the President for the time being of the Law Society of Scotland on the application of either party and the award of such arbiter shall be final and binding on the parties and the expenses of any arbitration shall be borne as directed by the arbiter.

14.2 The provisions of Section 3 (1) of the Administration of Justice (Scotland) Act 1972 shall not apply to the foregoing agreement to refer to arbitration.

15. Registration

The Landlords and the Tenants consent to registration of this Lease for preservation and execution: IN WITNESS WHEREOF

This is the Management Agreement referred to in the foregoing Lease between Aberdeen City Council and The Trustees of [] Community Centre

1. The Tenants will be responsible for all bills and other charges incurred in respect of the Property including without prejudice to the foregoing generality and also without prejudice to the provisions of the foregoing Lease all water rates, gas and electricity bills, gas and electricity climate change levies, telephone call charges and broadband and line rental charges and refuse collection charges. In the event that any of the said bills or charges are paid by the Landlords for whatever reason, the Tenants will reimburse the Landlords directly or the Landlords may deduct the charges from any sum of money allocated to the Property and held by the Landlords.
2. The maintenance of all operational equipment supplied to the Tenants by the Landlords, and any renewals required, shall be the responsibility of the Tenants.
3. The Tenants will arrange Public Liability Insurance and Employers Liability Insurance in respect of the Property and its staff, and will pay the premiums involved.
4. The programme of activities in the Property shall be determined by the Tenants who may also allow the Property to be used by other groups and organisations upon such terms and conditions of letting as the Tenants may decide (without prejudice to the Permitted Use in the foregoing Lease).
5. The Tenants may organise activities in the Property for the benefit of the community, with or without levying an admission charge. The management and funding of these activities shall be the responsibility of the Tenants and the income shall be retained for the benefit of the running and operation of the Property by the Tenants.

6. The Tenants will be obliged to permit the Landlords to conduct meetings and other activities in the Property for all Council, Community Council, Community Education and learning in the wider community purposes subject to such booking procedure as may be operated by the Tenants.
7. The Tenants may determine appropriate rates of hire for the Property, subject to the approval of the Landlords, and retain the monies accruing for the benefit of the running and operation of the Property by the Tenants.
8. The Tenants may levy a membership fee and retain this income for the benefit of the running and operation of the Property by the Tenants. Membership of the Property will be open to all sections of the community irrespective of their age, ethnic origin, disability, sexual orientation or gender. The Tenants will demonstrate their commitment to anti-discrimination practices by issuing an Equal Opportunities statement in line with the Landlords' Equal Opportunities Policy.
9. Any staff appointed at the Property will be directly accountable to the Tenants and the Tenants shall be responsible for their welfare, health and safety.
10. The Tenants will be responsible for applying for all necessary licences in connection with all activities and events in the Property and will ensure that all the conditions contained in the said licences are complied with.
11. The Tenants may provide a catering service for the benefit of the Property's users, and may retain any profits for the benefit of the running and operation of the Property by the Tenants.
12. The Tenants will provide the Landlord with a list of names, addresses and telephone numbers of all keyholders for the Property and will notify the Landlords of any changes to the said list with immediate effect. There will be a minimum of two keyholders for the Property at all times.

13. The Tenants shall maintain proper accounts for the centre and shall submit annually to the Landlords (by no later than 31st July in each year) accounts properly audited and certified by a qualified Accountant.
14. The Tenants shall adopt a Constitution in terms of the model Constitution provided by the Council clearly stating inter alia the Tenants' aims and objectives; qualifications for membership; method of appointing officers; voting procedures; accounting arrangements and arrangements for annual meetings and dissolution of the Tenants. Any subsequent alterations to the Constitution must be notified to the Landlords who reserve the right to terminate the lease, if, in their opinion, the alterations would result in the Property being run undemocratically or against the best interests of the community.

LEASE

between

ABERDEEN CITY COUNCIL

and

THE TRUSTEES OF THE MANAGEMENT COMMITTEE OF

[] COMMUNITY CENTRE

PROPERTY: [] Community Centre [Address]
ENTRY: []
DURATION:

City Solicitor
Resources Management
Aberdeen

CommunityCentreLease