

ABERDEEN CITY COUNCIL

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

1. PURPOSE OF REPORT

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

2. RECOMMENDATION(S)

That the Committee –

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

3. FINANCIAL IMPLICATIONS

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

4. OTHER IMPLICATIONS

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

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

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

5. BACKGROUND/MAIN ISSUES

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

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

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

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

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

Investment by the FP Club sporting sections

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

N.B. From the spreadsheet provided

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

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

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

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

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

Rugby £926.55

Cricket £823.60

Hockey £803.01 (not currently used)

Tennis £1,668.80 (not currently used)

TOTAL = £4,221.96

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

Rugby £7,402.05

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

Cricket £2,553.16

Total = £13,084.89

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

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

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

6. IMPACT

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

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

7. BACKGROUND PAPERS

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

8. REPORT AUTHOR DETAILS

Neil M Bruce, Service Manager, Culture and Sport,
neilbr@aberdeencity.gov.uk
☎523144