

RUBISLAW FIELD COMMITTEE

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

APOLOGIES

1. Apologies were submitted on behalf of Mr McAllister.

MINUTE OF PREVIOUS MEETING

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

The Committee resolved:-

to approve the minute as a correct record.

RUBISLAW FIELD AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

The Committee resolved:-

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

- JENNIFER LAING, Chairperson