

## ABERDEEN CITY COUNCIL

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<b>COMMITTEE:</b>	<b>Education, Culture and Sport</b>
<b>DATE:</b>	<b>7 January 2010</b>
<b>DIRECTOR:</b>	<b>Annette Bruton</b>
<b>TITLE OF REPORT:</b>	<b>Consultation Outcomes with Leased Community Centres and Options for Improved Support, a new Model Lease, Constitution and Management Agreement</b>
<b>REPORT NUMBER:</b>	<b>ECS/09/080</b>

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### **1. PURPOSE OF REPORT**

To report on the outcomes of consultation on options presented to Committee in October 2009 in relation to improved support for leased community centre management committees and clarification of their relationship with the Council through the development of options for a new model lease, constitution and management agreement. Further, to seek approval on recommendations based on this consultation exercise taking account of the social value created by these centres and their potential role in Learning Partnerships.

### **2. RECOMMENDATION(S)**

1. To approve Version A as the model lease and management agreement to be offered to all leased community centre management committees with Version 2 of the finance model as the model most compatible with this lease.
2. To instruct officers to obtain a detailed quotation for remedial works required to bring all leased centres up to an acceptable Grade B standard
3. To agree, in principle, the adoption of the standard Constitution for Leased Community Centres and to authorise officers to finalise this document in liaison with the leased Community Centre management committees referring back to this committee if there is no agreement on the same
4. To instruct officers to undertake a social capital analysis of leased community centres providing a further report on the outcomes to committee.
5. To agree that leased community centre management committees have, subject to their individual capacity, a role in delivering learning activity programmes, and or providing venues for learning activity in the wider community as potential members of Learning Partnerships and Learning Communities.

6. To refer a request for funding in relation to remedial works required on Altens Leased Community Centre to the Finance and Resources Committee for reasons outlined in the report.
7. To approve closure of Dyce (Carnegie Hall) Community Centre on the basis of the activity level of the centre and the cost of remedial repairs.
8. To approve that the vacant Cairnfield Community Centre is declared surplus to the requirements of the Education, Culture and Sport Directorate.
9. To approve the circulation of a handbook for leased community centres once completed.

### 3. FINANCIAL IMPLICATIONS

The potential savings in terms of revenue and capital and any projected spend to save will be subject to decision on the recommendations. Savings should be accrued through the introduction of either of the new lease options; both of which provide for a more cost effective model of finance and procurement of goods and services.

### 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 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 Council's Legal Service.

## **6. REPORT**

The report follows through on a recommendation in Report ECS/09/032 to the October 2009 Committee, to consult with stakeholders reporting back in the January 2010 cycle on preferred options for:

- Community Learning Hubs and Satellites;
- A new model lease, management agreement and constitution for leased community centres; and,
- A new model of finance for leased community centres

Given the breadth and complexity of these respective matters, officers are providing two reports; one on leased community centre matters and one on options for progressing community learning hubs and learning satellites.

### **6.1 Background Information**

**6.1.1** The 23 Community Centres are leased to their respective Management Committees in a variety of different ways, and on leases that, by modern standards are very out of date. Of the many hundreds of property leases granted by the City Council to third parties, none are similar to the present leases to Community Centre Management Committees.

Although they have other unusual features, the main features of many of the present leases are that :

- the City Council pays all heating and lighting bills;
- the City Council pays all line rental charges for their telephone;
- the City Council arranges and pays Public Liability Insurance and Employers Liability Insurance for the Community Centre and the Management Committee's staff; and

- the City Council is responsible for all repairs arising from fair wear and tear, both internally and externally including maintaining the building in a wind and watertight condition.

**6.1.2** The new model Community Centre lease, (**Version A**) as proposed by City Council officers, is devised after taking the advice of Messrs. Brodies; (the City Council's retained contractor for the provision of legal services). It is a much more comprehensive legal document including many terms and conditions not included in the original Community Centre leases. In essence, however, it is akin to the City Council's standard Full Repairing and Insuring, (F.R.I), lease which would require individual Management Committees to have legal responsibility for fully repairing and insuring their Community Centre and to meet all normal property costs, including utilities bills.

**6.1.3** With this model lease, the intention is for each Community Centre Management Committee to receive an annual grant from the City Council to cover the property costs of their lease plus provide funding for their core Community Centre activities through a development grant.

## **6.2 Consultation Outcomes**

A consultation took place with Leased Centre Management Committees on 14 October 2008 to outline the content of the October report and obtain views from centres on the range of options contained within it. The key areas for concern expressed at this meeting were that:

- Leased centres and Community Learning & Development Centres are two very different centres. Leased centres focus on provision of social activities including sports, fitness and leisure;
- Leases do need to be worked out and constitutions made simpler; (Current options are overbearing documents and not acceptable.)
- Leased centres do not get enough support from the Council;
- Leased centres want minimum changes;
- Centres are all run by volunteers. It is the Council's job to upkeep buildings;
- Centres' role is not understood in that centres provide social education for the community, lease does not reflect what they do; and,
- Centres cannot operate as businesses; a commercial lease and financial model are inappropriate.

Key points raised at this meeting were:

- A full repairs and maintenance lease is not an option.
- Review of lease and constitution required in partnership with centres.
- Another separate session to be arranged with leased centres.

This feedback provided officers with a remit to review a number of areas of concern and a further meeting was arranged on 27<sup>th</sup> October to clarify expectations. At this meeting it was agreed that officers should prepare an alternative lease, management agreement and constitution for further consideration.

Officers arranged a further meeting held on 1st December 2009 and presented the alternative documents for consideration. These included an alternative to the full repairs lease option previously presented and a revised constitution and management agreement complementary to this lease and expressed in clear and more easily understood language.

Key points from this meeting were -

- Agreement that version B of the lease was a great improvement which would be acceptable with some of the requested changes including a plain English version
- Concern over volunteers being required to take on responsibility for maintenance of fire safety equipment and public liability insurance – could the Council take this on and could management committees as constituted bodies get indemnity cover?
- Workshop on charitable status requested to enable understanding of pros and cons
- Clarity required on fixtures and fittings and who is responsible
- Woodside Customer Access Point and documentation for Woodside Management Committee – meeting to be arranged early in the new year to address

Due the discussion around other priorities, the latest draft of the constitution was not covered in detail at this meeting. Officers have taken on board the points of key concern following circulation of the last draft in October, however, it the commonly agreed view that the leased centre management committees required more time to consider the document. The meeting agreed that because of the festive season commitments, it was best to undertake a review meeting early in the new year, 2010.

## 6.3 Lease Options

### 6.3.1 Full Repairs and Insurance Lease – Version A

The City Solicitor and Head of Resources Development & Delivery advise that their professional legal and property management advice is that the new model Community Centre lease (as described in paragraphs 6.2 and 6.3) is an appropriate means of leasing Community Centres. **This model lease is compatible with the vast majority of property leases already granted by the City Council** and is attached, together with the management agreement, at Appendix 1.

Leasing the Community Centres in this way has several practical advantages for the Management Committees, namely :

- (a) it gives them direct control of their operating budget; and
- (b) it gives them a faster and more direct route to organise appropriate property repairs.

The problem issue for this lease model relates to the repairs liability. All 23 leased Community Centres have been surveyed by Asset Policy (Non Housing) staff as part of an Asset Management Planning exercise. The condition of the buildings was assessed on a 4 point scale with Category

A being in sound condition with only minor defects down to Category D being a building with serious defects requiring immediate attention.

Any potential tenant of a property invited to enter a F.R.I. lease is bound to make an assessment of the condition of the property, in order to take a view of his/ her likely repairs liability, before signing any lease. For a building in sound condition i.e a Category A or B, then an individual Community Centre Management Committee might be fairly relaxed about committing themselves to it's maintenance and repair. For a building in poor condition, with serious defects i.e. a Category C or D, then no Management Committee, properly advised, would willingly sign such a lease.

From all this, if Members are persuaded that this lease model should be adopted, then the City Council need to be prepared to invest to bring the poorer quality Community Centres up to a decent standard of repair. This would require detailed condition surveys on all the properties in order to assess the financial implications of required remedial repairs. This is estimated to be in the region of £40,000.

It is the advice of our officers that, **whatever lease model is finally approved by Members, the repair liability issue cannot be avoided by the Council.** Two Community Centres in particular, at Altens and Carnegie Hall, Dyce cause our officers concern because of their serious building defects. If Members are persuaded, as part of this Review, that we want to see both Community Centres continue operating well into the future, then money will need to be found for their repair. These particular Community Centres are discussed in greater detail later in this report.

This lease option (**Version A**) was presented to representatives of the leased Community Centres in October and discussed at the consultation meeting held on 14 October. It was rejected at that meeting and the representatives unanimously voiced concern. In their view, this lease option places too onerous a burden on voluntary management committees, creates unreasonable liabilities and is unacceptable if the Council expects volunteers to continue to contribute to the social capital of their communities by running buildings and activities of benefit to them. Many express a view that if such a lease option is exercised it would result in many management committees resigning and handing back the buildings to the Council or folding due to inability to recruit due to the liabilities that would be created for Management Committees.

### **6.3.2 Alternative Lease – Version B**

In the light of this reaction, the City Solicitor devised a modernised alternative draft lease (**Version B**), much closer in style to the “City Council pays all” present lease, described in paragraph 6.1 of this report. This is attached as Appendix 2.

Although this version is more compatible with the views of the Management Committee representatives, it has **practical disadvantages for the City Council**, namely.

- i) The City Council will be **unable to retain budgetary control over the annual revenue costs** of leased community centres. As

such, it is the view of officers that the inability to control expenditure within these centres **cannot be considered a financially prudent or sustainable option** for this reason.

- ii) For City Council staff to process bills and organise (sometimes very trivial) repairs in leased Community Centres that already have active Management Committees arguably **is not a cost effective use of staff time**; and
- iii) Having the City Council meet all utilities costs arguably **isn't an incentive for** individual Management Committees to take a concern in **using energy prudently and cost-effectively**.

The biggest concern of our officers relates to **precedent** and our long-established practice of seeking to have similar properties, leased to similar organisations, carrying out similar activities, to be leased in a similar, or at least a compatible way. The City Council's Social Work Account holds properties and leases them to voluntary and charitable organisations carrying out community and community related activities. Although these properties aren't included in the Community Centre Review, there are a few examples of properties leased to voluntary and charitable groups, where the use made of the property is very close to that of a Community Centre. Details of these properties contain confidential information to found at Appendix 2A – listed as item 7.1 on the agenda.

In terms of their respective lease provisions, the City Council does not meet their utilities costs, their insurance premiums or fund and organise all their repairs. If Members are minded to approve, in principle, the lease style favoured by the Community Centre Management Committees (**Version B**) then organisations such as these may conclude that our policies are not even handed. It could be argued that they are providing a Community Centre in all but name.

**6.3.4** This Committee will need to consider the respective merits of the two versions of the lease presented to them, taking into account on one hand, the requirement to ensure best value and protect the financial interests of the Council and, on the other, the need to respect the social contribution provided by leased community centres.

#### **6.4 Constitution**

A new model constitution has been produced to address areas of concern identified previously by both centre management committees and officers. This is attached at Appendix 3. The draft new constitution takes account of changes within the Council and the need for centre programmes to take account both of local need and complementary activity across centres in close proximity. It includes updated clauses on equal opportunities, termination of membership, youth membership, staff membership on the management committee, period of tenure in any one post-holding position on the management committee and written communication of urgent decisions taken by the Chairperson, Vice Chair and Treasurer to the membership.

Centres have made representation that they have not been given sufficient time to consider this new constitution. It is hoped, on the basis

that areas of previous concern have been addressed, that the second revision of this constitution can be adopted subject to any further minor amendments.

## **6.5 Finance Options**

### **6.5.1 “The Status Quo” – Version 1**

As detailed in the last report to Committee, leased community centre management committees receive an annual development programme grant from the Council in addition to full financial support for the capital and revenue costs of their buildings. This development grant varies depending on the size of the building but the average grant is about £12,000 for a large centre. For the year ending 31 March 2009, the total capital and revenue funding for the 23 centres in the city came to £672,804. Under the current system of finance, the Council maintains responsibility for public liability insurance, property and all service charges; gas water, electricity and telephone standing and call charges. In consultation, leased centres have stated that they wish this system of finance to remain

In undertaking the detailed research underpinning this and the previous report to committee, officers have revealed a significant variation in the level of financial support to management committees and a number of different lease arrangements, many of which have not been enforced. One centre receives no support with service charges whilst all others do and some get a wide range of services. This situation of unequal support cannot continue and officers are advocating a more equitable level of financial support.

### **6.5.2 An Increased Grant Model – Version 2**

Officers presented finance model A to leased community centres in October 2009. This is a model which provides an enhanced grant which comprises a development grant plus an additional grant to cover the historical revenue costs for running the building. This would need to have inbuilt safeguards to take account of any fluctuations in market prices. Centres did not support this model.

### **6.5.3 Social Benefit Model of Grant Funding – Version 3**

This is a model where funding follows social benefit. It is based upon a Cabinet Office for the Third Sector report on Social Return on Investment designed for people who want to measure and analyse the social, environmental and economic value being generated by their activities or by the activities they are funding or commissioning. The financial option is that management committees constitute themselves as social enterprises allowing them to raise funds not otherwise open to them, including charges to ACC. This does not preclude ACC giving them a grant if they so choose but it would put the management committees on the same footing as all other providers. Adoption of such a model and the analysis required to inform it, would require a lead in period and intensive consultation. It is, however, worthy of consideration for introduction in the future.

## **6.6 Recognition of Leased Centre Role in the Wider Community**



Officers have been asked to consider and report the social benefit provided by leased community centres to their respective communities. There are difficulties in estimating the social value contributed by centres and it varies from centre to centre.

Officers recommend that a social capital analysis is undertaken to provide evaluative information on the social value of all community centres in the City to include Community Learning and Development Centres. This will inform decisions on their respective benefit to the community and models of finance suitable to their role.

It has been stressed that the value of leased centres should not be viewed purely within the context of learning. This report has therefore been prepared separately from that of community learning hubs and the review of community learning and development activity so the issues for leased community centres can be clearly defined and necessary recommendations for action outlined.

## **6.7 Building Issues**

There are three buildings which require further consideration. These are as follows:

### **6.7.1 Cairnfield Community Centre**

Cairnfield Community Centre was previously a leased community centre and is located within the Bridge of Don Associated School Group catchment area. It is currently vacant and is now surplus to the requirements of the Education, Culture and Sport Directorate.

### **6.7.2 Altens Leased Community Centre**

Altens Leased Community Centre is located in the Torry / Kincorth Associated School Group area. It is an old building, currently graded at Grade C. The condition survey undertaken in 2009 detailed problems with windows and the state of the roof and gutters and down-pipes which had resulted in significant leaks causing damage to ceilings and plaster-work,

As a result of these problems, a further, more detailed report was commissioned from Rydens on the building. Officers requested estimated costs of remedial repair to take the building up to a Grade B acceptable standard. (It should be noted that Council surveys uses a Grade A – D scale of assessment with A being the best and D, the worst. Rydens only operate an A – C scale, grading in a similar way.)

The further survey found that essential works amounting to £9,750 should be carried out in the next 6 months to bring elements of the building up to a B standard and a further £44,265 to keep the property as this standard over the next 10 years. A summary of this further survey is at Appendix 4A.

The centre has a very active programme which is at Appendix 4B. It would not, at the present moment in time, be possible to relocate these activities elsewhere in the immediate vicinity due to the overall lack of community facilities in Cove and Altens as evidenced in the current Neighbourhood Community Action Plan and representations from the local community and Cove and Altens Community Council as part of the

consultation on the options contained within the report on community learning hubs and learning in the wider community. Officers are recommending retention and repair of this property on the basis of need for the centre given the high activity level and lack of alternative facilities within the area.

### **6.7.3 Dyce (Carnegie Hall) Community Centre**

Dyce (Carnegie Hall) is located in the Bucksburn / Dyce Associated School Group Areas. It comprises an old Carnegie Library building which covers a small area with a more modern hall extension to the rear. The building has also been graded C. The condition survey undertaken in 2009 detailed that the building was suffering from long term lack of repairs and maintenance with exact extent of roof repairs unknown. All metal frame windows need to be replaced and most internal areas require full refurbishment involving high expenditure.

As a result of this, a further, more detailed report was commissioned on the building. Officers requested estimated costs of remedial repair to take the building up to a Grade B on the Council's assessment scale acceptable standard. The immediate costs, (required within next six months), are £5,650. The work required over the next 10 years totals £61,487.08 approximately. This does not include the £5,650. A summary of this further survey is at Appendix 5A.

The centre has a programme which is at Appendix 5B.

The surveys undertaken on the Dyce (Carnegie Hall) and Altens Leased Community Centres revealed progressive faults which, if not addressed will result in the properties declining to a degree where they will not possibly be usable to the end of their projected lease. Altens Leased Community centre has a very active programme which, it is known from research, could not be accommodated elsewhere in the Cove neighbourhood due to the lack of other facilities. In the light of this information and the remedial costs identified, officers would recommend that the Committee confirm this as a priority bid to the Non Housing Capital Programme for 2010 -11. The programme at Dyce (Carnegie Hall) could be accommodated elsewhere. For this reason, officers are recommending closure of Dyce (Carnegie Hall).

### **6.7.4 Conclusion**

The compilation of this report to the level of detail required has, by necessity required a high degree of objectivity. The collection of evidence underpinning the recommendations to the report has been of over-riding importance to ensure that informed decisions are made.

The intended outcomes of this report are:

1. To clarify the relationship between the Council and leased community centres through the provision of a modern lease, management agreement and constitution.
2. To ensure equity of provision in relation to support for leased centres from the Council where this is currently not the case.
3. To ensure buildings that are fit for purpose.

4. To recognise and support the social value of leased centres in their respective communities by encouraging good practice, probity and social inclusion.

## **7 REPORT AUTHOR DETAILS**



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## **8 BACKGROUND PAPERS**

- Lease Version A and management agreement
- Lease Version B and management agreement
- Leased Centre Constitution, Draft 2, 2009
- Property Survey Reports for Altens Community Centre and Dyce (Carnegie Hall), Rydens LLP, November 2009
- A Guide to Social Return on Investment, ISBN: 978-0-9562274-1-6

**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 31<sup>st</sup> 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

## Appendix 2

LEASE

between

ABERDEEN CITY COUNCIL, incorporated by and acting under the Local Government etc (Scotland) Act 1994 (who and whose successors as owners of the premises aftermentioned are hereinafter referred to as "the Council") OF THE ONE PART

and

(*Names & addresses of Office Bearers*) and their successors in office as Chairman etc respectively of the Management Committee of [.....]  
Community Centre [*Address*:.....  
.....  
.....]  
as Trustees ex officio for the said Management Committee (hereinafter referred to as "the Tenants") OF THE OTHER PART

CONSIDERING that the Council have agreed to lease and the tenants have agreed to take on lease ALL and WHOLE [*insert description with reference to an annexed plan*] (hereinafter referred to as "the premises"); NOW THEREFORE the Council and the tenants HAVE AGREED and DO HEREBY AGREE as follows:-

(ONE) The Council hereby lease the premises to the tenants for the period from the .....day of ..... Two Thousand and .....(which is hereby agreed to be the date of entry

## Appendix 2

notwithstanding the date or dates hereof) until *[insert here a date 20 years and 1 day after the date of entry]*.

(TWO) The tenants bind and oblige themselves to pay punctually to the Council during the whole term of the lease in the name of rent the sum of ONE POUND (£1) STERLING per annum exclusive of rates and Value Added Tax and that yearly in advance on *[insert date]* in each year.

(THREE) The tenants bind and oblige themselves to pay punctually to the Council during the whole term of the lease all rates (if asked), taxes, assessments and any other charges which may be levied in respect of the occupation of the premises.

(FOUR) The tenants will not assign this Lease or formally sublet the whole or any part of the premises.

(FIVE) The tenants will not create any security over or dispose of the tenants' interest in or part with the possession of the premises or any part thereof.

(SIX) The tenants shall use the premises as a community centre solely for the conduct of social, educational, cultural, leisure and recreational activities for the benefit of the whole community and for no other use whatsoever.

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(SEVEN) The Council will insure the premises in their name and at their expense with an insurance company of repute in respect of the following risks:- fire, lightning, explosion, aircraft, riot and civil commotion, malicious damage, earthquake, storm, flood, escape of water, impact by road vehicles, theft, accidental damage, breakage of fixed glass and such other insurable risks as the Council may from time to time reasonably require. The terms and conditions of the policy of insurance (subject to such exclusions and limitations as are imposed by the Insurers) may be varied from time to time by the Council and/or the Insurers. The premises shall be insured as aforesaid in a sum which in the opinion of the Council represents the full reinstatement value thereof together with such allowance as they think fit for inflation during the period of insurance and the replanning and reinstatement period (including Architects' and Surveyors' fees on such full value at the current scales for the time being of the Royal Institute of British Architects and the Royal Institution of Chartered Surveyors and also Engineers' and other Consultants' fees) and following damage or destruction of the premises or any part by a peril against which the premises are insured pursuant to the provisions of this Clause, will repair, rebuild or reinstate the premises.

(EIGHT) The Council shall not be responsible for insuring the tenants' goods, equipment, stock and other contents in or on the premises.

(NINE) The tenants will accept the premises as being in the condition as stated in the Schedule of Condition annexed and signed as relative hereto as at the date of entry. The Council will be responsible for and carry out all

## Appendix 2

internal and external repairs and maintenance in order to keep the premises in the same condition as stated in the said Schedule of Condition.

(TEN) The tenants will not in any way alter or add to the premises without first having obtained the written consent of the Council. Any modifications, alterations, additions, fittings or fixtures which the tenants in accordance with these presents may make or instruct or install shall remain their property during the currency of the lease, and on the expiry or sooner termination thereof, unless otherwise required by the Council by notice sent in accordance with Clause (TWENTY-TWO) below, they shall remove such modifications, alterations, additions, fittings or fixtures and restore the premises to their condition prior to such modifications, alterations, additions or installation of any fitting or fixture. Failing such restoration, the Council may carry out any necessary work and recover the cost from the tenants. All damage caused by any removal shall be made good by the tenants at their expense to the Council's satisfaction. In the event of the Council agreeing to the retention of any modification, alteration, addition, fixture or fitting, no compensation of any kind shall be payable by the Council to the tenants.

(ELEVEN) The tenants will maintain the premises in a neat and tidy condition at their expense to the Council's satisfaction during the currency of the lease.

(TWELVE) The Council shall not be liable for any loss, damage or injury whatever, however sustained, attributable directly or indirectly to any buildings or other structures, fixtures, fittings or other property belonging to the tenants

## Appendix 2

or to third parties in or upon the premises or to any activities carried on, in or upon it by the tenants or third parties and the tenants will indemnify the Council against all actions, claims, demands and others which may be brought against the Council in connection with the tenants' occupation and use of the premises.

(THIRTEEN) The Council shall not be responsible or liable to make reparation or in any way to compensate the tenants for any loss, injury, damage or temporary deprivation of occupancy of the premises which the tenants may sustain through the failure or insufficiency of services, or any defect or insufficiency in any part of the premises, the tenants being held to have satisfied themselves as to the suitability of the premises and hereby renouncing all such claims and freeing and relieving the Council therefrom.

(FOURTEEN) The tenants will comply in all respects with all statutory requirements (already in place or to be passed in the future) and all requirements of any government department, local authority or other public or competent authority relating to the tenants and to the occupation of the premises 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.

(FIFTEEN) The tenants will permit the Council and their agents or representatives to obtain access to the premises or any part thereof during



## Appendix 2

the currency of the lease upon receiving reasonable notice thereof (or forthwith in the case of emergency).

(SIXTEEN) The tenants will not store or permit to be stored dangerous or noxious substances or materials on the premises nor will the tenants allow to pass into the sewers or drains serving the premises any noxious or deleterious effluent or any other substance which might cause any obstruction in or injury to such sewers or drains.

(SEVENTEEN) The tenants will keep the premises sufficiently supplied and equipped with fire-fighting and extinguishing apparatus and appliances and related emergency signage which shall be maintained to the reasonable satisfaction of the Council (so far as not opposed to the legal obligation of the tenants).

(EIGHTEEN) The tenants will not erect any sign, poster, notice, advertisement or display on the exterior of the premises without the prior written consent of the Council, which consent will not be unreasonably withheld or delayed.

(NINETEEN) (i) if the tenants allow the premises to go unused and/or unoccupied for a period of more than 2 months (except in any case where the premises are either beyond economical repair or are rendered unsafe and/or unfit for beneficial occupation and/or use by any cause) or the tenants are at any time in breach of any of the non-monetary obligations undertaken by them

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under this lease then and in either of such events the Council at their option may, subject to Clause (NINETEEN) (ii) 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 premises shall thereupon revert to the Council and it shall be lawful for the Council or any person or persons duly authorised by the Council to enter upon possession of the premises 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 Council arising out of or in connection with any antecedent failure to pay any sum due by the tenants or any antecedent breach of any non-monetary obligation of the tenants under this Lease.

(ii) In the case of a failure or contravention by the tenants which is capable of being remedied, albeit late, the Council shall not exercise the foregoing option of irritancy unless and until they shall first have given 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 as shall be prescribed in the notice which in the case of non-payment of any monetary amounts will be 14 days only.

(TWENTY) All moveable property belonging to the tenants will be removed by the tenants within seven days of the expiry of the lease or earlier termination

## Appendix 2

thereof subject to restoration by the tenants at their expense to the Council's satisfaction of any damage caused by them to the premises, otherwise any moveable property remaining after the expiry of the seven days shall be deemed to have been abandoned by the tenants and will thereupon without payment become the property of the Council.

(TWENTY-ONE) The tenants will flit and remove from the premises at the expiry of the lease or earlier termination thereof without any process of removal, and shall repair at their expense all damage done by the removal of any modifications, alterations, additions, fixtures or fittings belonging to them. Failing such repair the Council may carry out any necessary works themselves and shall recover the expense thereof from the tenants.

(TWENTY-TWO) Any notice, request, demand, consent or approval under the Lease shall be in writing and shall be deemed to be sufficiently served at the expiry of forty-eight hours after posting if sent by Recorded Delivery post. Any notice to the tenants shall be sent to the premises. Any notice to the Council shall be sent to the Corporate Director – Corporate Governance or his equivalent for the time being at Town House, Aberdeen, all as the case may be. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed and posted in accordance with the provisions of this Clause.

(TWENTY-THREE) In the event of any question arising as to the interpretation of the provisions of the lease, the same shall be referred to an

## Appendix 2

arbiter to be mutually chosen by the parties or in the event of failure to agree, by an arbiter to be appointed by the Sheriff Principal of Grampian Highland and Islands. Any fee chargeable for the appointment of an arbiter shall be deemed to be an expense of the arbitration.

(TWENTY-FOUR) The tenants will be bound by the terms of the Management Agreement annexed and executed as relative hereto throughout the period of this lease. The Council will be entitled to amend or vary the said Management Agreement in a reasonable manner at any time.

(TWENTY-FIVE) The Council and the tenants consent to the registration of this lease for preservation and execution: IN WITNESS WHEREOF

## Appendix 2

LEASE

between

ABERDEEN CITY COUNCIL

and

\*

2009  
\*

Subjects: \*

City Solicitor  
Town House  
ABERDEEN

AW/JAMIESON/COMMUNITY CENTRE – [2]

## Appendix 2

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

1. The Council will pay the following bills and charges incurred in respect of the premises i.e. all gas and electricity bills, telephone call charges and broadband and line rental charges. All other bills and charges will be payable by the tenants.
2. The maintenance of all operational equipment supplied to the tenants by the Council, 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 premises and its staff, and will pay the premiums involved.
4. The programme of activities in the premises shall be determined by the tenants who may also allow the premises 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 referred to in Clause (SIX) of the foregoing Lease.
5. The tenants may organise activities in the premises 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 premises by the tenants.
6. The tenants will permit the Council to hold meetings and conduct other activities in the premises 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.

## Appendix 2

7. The tenants may determine appropriate rates of hire for the premises subject to the reasonable approval of the Council, and retain the monies accruing for the benefit of the running and operation of the premises 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 premises by the tenants. Membership 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 Council's Equal Opportunities Policy.
9. Any staff appointed to work in the premises 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 premises 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 users of the premises, and may retain any profits for the benefit of the running and operation of the premises by the tenants.
12. The tenants will provide the Council with a list of names, addresses and telephone numbers of all keyholders for the premises and will notify the Council of any changes to the said list with immediate effect. There will be a minimum of two keyholders for the premises at all times.

## Appendix 2

13. The tenants shall maintain proper accounts for the centre and shall submit them annually to the Council by no later than 31<sup>st</sup> July in each year.
  
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 Council who reserve the right to terminate the lease, if, in their opinion, the alterations would result in the premises being run undemocratically or against the best interests of the community.



**A GUIDE TO  
THE  
COMMON  
COMMUNITY CENTRE  
MODEL CONSTITUTION,  
STANDING ORDERS AND LEASE**

**OCTOBER 2009**

**FOREWORD**

This handbook has been produced for Community Centre Management Committees and their advisors as a guide to implementation and operation of the new Common Model of Community Centre Constitution in Aberdeen. Advisors will be available to interpret or explain any points that are unclear. Further information can also be obtained by contacting the Education, Culture and Sport Directorate at the address below: -

Community Centre Liaison Officer  
Education, Culture and Sport  
St Nicholas House  
Broad Street  
Aberdeen  
AB10 1AQ  
Tel 522000

## 1) INTRODUCTION

- 1.1 Aberdeen City Council inherited 2 forms of local community facilities from the former Aberdeen District Council and the former Grampian Regional Council. The first operated buildings designated as Community Centres, (now known as Leased Community Centres), and the latter buildings designated as Community Education Centres, (now Community Learning and Development Centres.) Responsibility for the operation of Community Learning and Development Centres and support to Community Centres now rests with the Education, Culture and Sport Directorate of Aberdeen City Council.
- 1.2 Policy and practice developed over many years in relation to the 2 models was significantly different. In 1999, the Council adopted a Common Model for all centres which defined the partnership between the Council and the Management Committees of all Centres. This set the policy context for Management Committee operation and aimed to devolve the operation of buildings to them. The Common Model was designed to ensure that local community facilities owned by the Council are available to all sectors of the community and managed by people with a local interest who are likely to be aware of local needs.
- 1.3 In 2005, a community centre review was undertaken. However, this did not result in any major changes to management arrangements. Since this time, a number of issues requiring attention have been identified.
- 1.4 In November 2008, the Council passed a notice of motion that called for a review of the method and provision of support for community centres and community learning activity, the provision of a costed report on community centres and community learning staffing and funding, and the presentation of an option or options for voluntary management of community centres.
- 1.5 Consultation was undertaken with Management Committees of both types of centre in May and June 2009 during which, requests were made to review leases, improve support from, and clarify the relationship between centres and the Council. Following these requests, the Council revised the leases to Leased Centres and the Constitutions to both types of Centre, appointing a Community Centre Liaison Officer to provide support to Management Committees.

### **THIS IS A DRAFT OF THE CONSTITUTION FOR CONSULTATION DURING NOVEMBER – DECEMBER 2009.**

- 1.6 A copy of the proposed new standard constitution ("the Model Constitution") is appended to this booklet at Appendix 1. Important further guidance on the Model Constitution is set out at **section 2**. A copy of the lease agreement is also appended. **Section 3** outlines some additional changes in relation to the operation of Community Learning and Development Centres and leased Community Centres **and some differences between the two types of building that have not been resolved.** It also identifies some further work to be

**undertaken.** A standard Lease ("the Lease") has also been developed. This is attached as Appendix 3. Section 4 of this booklet sets out the key terms of the lease.

- 1.7** The Model Constitution has been prepared so that all Centres are operating in a similar manner and under the same framework. It is designed to ensure that each Centre is available for the use of all relevant sections of the community in a fair and equal manner. In addition, the Model Constitution and Lease set out the basis on which the Council will provide certain types of funding and other support to enable the Management Committee to operate the Centre. As such, any proposed change to the Model Constitution, whether before it is adopted or following a decision at an AGM, must be approved by the Council before that change can take effect. The Council will act reasonably in considering any request for a change to the Model Constitution and will give a clear explanation of its decision to the Management Committee.
  
- 1.8** In order to ensure that the Model Constitution remains up to date, relevant and continues to reflect best practice, the Council will undertake periodic reviews. This will also ensure that the Model Constitution takes account of current operating circumstances. In the event that a review leads to a proposed change of the Model Constitution then the Council shall notify the Management Committee in sufficient time for the proposed change to be submitted to the next AGM. Such notification will include a clear and detailed explanation of the proposed change including the reasons for it, along with a description of the anticipated benefits to the Association from making the change.

## **2) THE MODEL CONSTITUTION**

**2.1** The Model Constitution must be formally approved by the Council and thereafter, each respective Association. Any proposed changes to the Model Constitution must firstly be referred to the Council and then subject to vote at an Annual General Meeting of the relevant Association. No change can be made without the written approval of the Council through the relevant Committee.

### **2.2 The Community Centre Role in the Neighbourhood and Learning Community**

Each Community Centre is intended to provide activities primarily, but not exclusively, for the benefit of local residents. It is also the intention that the Management Committee is representative of the local community and groups using the facility and that they have a management responsibility for the operation of each building and its programme. The Management Committee will provide programmes of activity primarily, but not exclusively, for residents within its Neighbourhood and wider Learning Community catchment area. Decisions will need to take account of the location and programmes of other centres, and where community centres are relatively close to each other, it is expected that liaison will take place to ensure complementary programming.

### **2.3 Membership**

Membership of the Community Centre Association is described as being restricted to those who reside, work or attend full time education in the neighbourhood in which the centre is located. This defines those people who are eligible to stand for election for the majority of places on the Management Committee. A defined number of places can be filled by non-residents through co-option. The Model Constitution states that, two thirds of the Committee members should live, work or attend full time education in the neighbourhood. This clause on Community Centre Association Membership will be subject to periodic review.

**2.4** Any Community Centre membership system that a Management Committee decides to operate will be quite different from membership of the Association and would be open to people from outwith the Neighbourhood. The Management Committee will determine the level of membership fees for the building along with any concession scheme it may wish to operate.

### **2.5 Numbers in the Constitution**

The figures given for the number of people who will be on the Management Committee and those required to form a quorum, approve an amendment, or dissolve the Association are intended to be uniform across all Associations. Outgoing Committees will have the opportunity to discuss these figures. In the event that time and the operation of the Model Constitution demonstrates that the figures do not properly represent the interests of the local Association then the Management Committee may seek to amend these figures. As

before, any such amendment will require the written consent of the Council. In the first instance the Management Committee may wish to discuss the figures for their area with the Community Centre Liaison Officer.

## 2.6 Composition of the Committee

The appointment of the, number of people who get most votes at a public meeting is very unlikely to produce a Committee that is representative of the area. Outgoing Committees should therefore consider appropriate categories of representation. Depending upon local circumstances, such categories may reflect different geographic areas of the community, different sets of user groups or represent different groups of interest. Proposals for the methods of election are set out at 2.7 below.

## 2.7 Methods of Election

There are various ways that Management Committees can be created. It is important that they properly represent all stakeholders involved with the Centre. It is also important that any method of voting does not make it more difficult or create a barrier to participation by any part of the local community or interested group. While it may be appropriate to elect some representatives at a public meeting, this would not be likely to encourage participation by some members of the community. It would be possible to invite nominations and allow people to vote at any time the Centre was open over a period of a week. It would also be possible to hold elections for particular representatives at a time when the relevant group(s) were meeting e.g. conducting an election for a representative of the interests of the under 5's when the playgroup was meeting. A variety of the above proposals may be suitable depending on the needs of the neighbourhood and interested groups served by a particular Centre. The Council would like to hear your views and ideas on this as part of the consultation period. This guidance and Model Constitution will be amended after the consultation period to reflect any difficulties or barriers so that it reflects a method(s) of election which facilitate full participation.

Your views on the ways in which this could be undertaken are invited e.g. nomination and election in advance of the AGM, nomination and election at the AGM, nomination and election by specific groups in respect of their dedicated seat, etc

## 2.8 Standing Orders

A set of Standing Orders appears as Appendix II to this handbook. These are designed to ensure that meetings run as smoothly as possible and that all members of the Committee have a chance to participate fully in the democratic decision-making process.

## 2.9 Management Committee Training

It is recognised that Management Committees will, by virtue of the range of post-holders, have a diverse range of skills and also require training support to enable understanding of matters such as fund-raising, their legal obligations including employment, health and safety, protection of vulnerable people and equal opportunities. Advice and support in these areas will be provided through the Community Centre Liaison Officer.

## **FURTHER INFORMATION**

### **3.1 The Impact of the Model Constitution**

The main changes to the operation of Community Learning and Development Centres and Leased Community Centres introduced by the adoption of the Model Constitution are as follows: -

- (i) All Centres will have a Model Constitution and access policy.
- (ii) All will have access to a Community Centre Liaison Officer who will provide support, advice, policy interpretation and access to training who will also have a supervising function.
- (iii) A range of costs to be met and a range to be grant aided by the Council has been identified for leased Centres.
- (iv) The responsibilities and powers of all Management Committees will be amended in the Model Constitution to take account of their respective roles within the community and the changing needs of the communities they serve.
- (v) The word "Education" will be removed from Community Education Centre and replaced with Learning and Development –so that all buildings share the designation Community Centre.
- (vi) Management Committee training will be made available to all members of the Management Committee at each Centre. It is important that Management Committee members properly understand the rights and obligations of the Management Committee and the Council under the Model Constitution and Lease. As such, all members of the Management Committee should make every effort to attend the training.
- (vii) All Centres will have the same policy in relation to audit procedures.

- (viii) Clerical and administrative support located in Community Learning Hubs will be available to support Community Centres.
- (ix) While the financial aspects of outside letting will remain different, all Centres will have the same priority policy in relation to the allocation of lets.

### 3.2 Differences which remain

Given the significant differences in past practice it has not been possible at this stage to eliminate all the differences between the 2 types of buildings. The first 10 clauses (amend when document is complete) of the lease will be identical for all Leased Centres, but to take account of the remaining differences which are outlined below, 4 clauses have been written specifically for the existing Community Learning and Development Centres and 3 for the existing Leased Community Centres.

- 3.3 , The income from sublets by Centres is utilised for centre activities and attendant costs. However the costs of insurance cover for Community Learning and Development Centres are met centrally. Leased Community Centre , Management Committees retain the income from any sublets and are responsible for the costs of any insurance cover.

- 3.4 Finally, all staff employed in the existing Community Learning and Development Centres will continue to be employed by the Council but those in the existing Community Centres will continue to be employed directly by a Management Committee. Advice and support on employment matters will be available to Management Committees through the Community Centre Liaison Officer.

### 3.5 Employees as Office Bearers

As stated previously, the Model Constitution has been prepared so that all Centres are operating in a similar manner and under the same framework. It is also intended to ensure that the constitution of each Association remains up to date, relevant and continues to reflect best practice. As such, it is important that appropriate arrangements are put in place to ensure that each Centre is run in an appropriate and transparent manner, free from any conflict of interest, whether real or perceived. On this basis, it is the Council's view that it would not be appropriate for employees at a Centre to also be an officer bearer as this would be a direct conflict. Instead it is proposed that one seat on each Management Committee will be reserved for employees so that their views are represented.

### 3.6 Charitable Status



Further work will be carried out in relation to the possibility of Community Centre Associations being granted charitable status by the Inland Revenue. Once the issue has been fully investigated, it is intended that individual Management Committees will be provided with information on any potential advantages and disadvantages of acquiring such status so that each one can decide whether or not to apply. The constitutions and/or lease agreements of any Committees wishing to apply will require to be amended in the event that charitable status is to be sought

#### **4) THE LEASE**

**This will set out an explanation of the main terms and obligations of the lease**

## APPENDIX 1 - MODEL CONSTITUTION

### THE NAMED COMMUNITY CENTRE ASSOCIATION

#### 1) NAME

The name of the Association shall be The Named Community Centre Association (referred to later as "The Association")

#### 2) AIMS & OBJECTIVES

The aims and objectives of the Association shall be:-

- a) to promote the well being of the inhabitants of the neighbourhood, as outlined on the attached Appendix 2, irrespective of gender, age, nationality, religious belief, physical ability, ethnic background, sexual orientation or political belief (including political party membership). (referred to later as "The Neighbourhood ").
- b) to advance education and to provide or assist in the provision of facilities for learning opportunities or other leisure-time occupations, where such provision or assistance in provision:-
  - i) is in the interests of Social Welfare; and
  - ii) is made with the object of improving the conditions of life of the inhabitants of the Named Neighbourhood.
  - iii) and for those purposes to associate with Aberdeen City Council, and its successors in office, (referred to later as "the Council"), voluntary organisations and the inhabitants of the Named Neighbourhood.
- c) to co-operate with the Council in establishing, maintaining and managing any community centre situated in the Named Neighbourhood which is provided or grant-aided by the Council insofar as it is established, maintained and managed for the attainment of the objects of the Association.

#### 3) MEMBERSHIP

- 3.1 Membership of the Association shall be open to all inhabitants of the Named Neighbourhood, irrespective of, gender, age, nationality, religious belief, physical ability, ethnic background, sexual orientation, or political belief (including political party membership).
- 3.2 Full membership of the Association shall be open to all persons who are 18 years or over and who reside, work or attend full-time education in the Named Neighbourhood.

- 3.3** Youth Membership of the Association shall be open to all persons between the ages of 16 and 18 years who reside, work or attend full-time education in the Named Neighbourhood.
- 3.4** Voluntary organisations operating in the Named Neighbourhood which satisfy the Management Committee that they are organisations whose objects are of a similar nature to the objects of the Association and whose membership, in the opinion of the Management Committee, would be beneficial to the Association may be offered associated membership (later referred to as "Associated Organisations").

#### **4) TERMINATION OF MEMBERSHIP**

- 4.1** The Management Committee shall have the right to terminate any membership for any good and sufficient reason but provided an individual member or a representative of an Associated Organisation shall have the right to be heard by the Management Committee and before any decision is made. Such Committee meetings may be held in private.
- 4.2** A membership may be held in suspension pending such a hearing and decision at the discretion of full time staff or Committee Members approved by the Management Committee.

#### **5) MANAGEMENT COMMITTEE**

##### **5.1 Powers**

- 5.1.1** The Management Committee shall have responsibility for setting out the policy and the general management of the Association subject to the powers of the Association in General Meeting except that:-
- i) The Management Committee shall comply with any guidance and policy of the Council relating to the operation and functioning of Community Centre Associations and the content of the Lease Agreement.
  - ii) The Management Committee shall have executive control of the Association within the parameters of 5.1.1 (i) above.
  - iii) The Management Committee shall be assisted in the administration of the Association by a designated member of staff appointed by the Council.
  - iv) The Management Committee shall have the power to delegate any of its responsibilities and duties to standing sub-committees or ad hoc working parties appointed by, and responsible to, the Management Committee. The membership of these shall be drawn from the Committee and other interested parties or

Associated Organisations as determined by the Management Committee.

- v) Management Committee meetings shall be open to the public and a Management Committee may invite non-members to attend and speak at meetings as appropriate. Persons invited in this way shall not be entitled to vote.

## 5.2 Composition

### 5.2.1 The Management Committee shall comprise of the following

- i) 10 members of the Association appointed as follows, 4 members representing user groups, limited to 1 member from each group and 6 members appointed at the AGM (subject to the right of the Management Committee to fill any vacancies in terms of 5.2.4 of the constitution.
- ii) 2 youth members aged 16 to 18 who also participate in a programme operated by the Association in a community centre or the Neighbourhood in which the centre is located. (Categories of representation for (i) and (ii) shall be defined by the outgoing Management Committee prior to the elections to ensure, as far as possible, equal opportunities for all inhabitants of the Neighbourhood.)
- iii) The Members of the Council in whose ward the Community Centre is located.
- iv) The following additional representative places will exist on each Committee but failure to fill these places will not prevent the Committee fulfilling its functions:-
  - a) 1 person nominated by a local organisation approved by the Council under any scheme of community involvement it adopts.
  - b) 1 representative elected from amongst the staff employed in the Centre. The staff representative shall not be present at any discussion on Conditions of Service relating to their employment. The staff of a Community Learning and Development Centre may **only** stand for election in this category.
  - c) Co-opted members up to a maximum number agreed at the AGM which ensures that two thirds of the membership of the Committee is composed of people who live, work or attend full time education in the Neighbourhood. Co-opted members will

be entitled to remain on the Committee for its full term of office.

- 5.2.2** An appropriate member of Council staff, with external support as appropriate, shall provide support, training and advice on financial matters and policy issues to the Management Committee as outlined in the Lease Agreement. This member of staff shall act as a Supervising Officer and shall be entitled to attend meetings and to address the Management Committee but will have no voting rights and will not be a member of the Management Committee.
- 5.2.3** While this Model Constitution makes provision for elections to be carried out at an appropriate AGM, if the outgoing Management Committee is of the view that a higher level of member involvement can be achieved by another form of election, proposals should be submitted to the Council for approval.
- 5.2.4** Should the Management Committee structure not be filled at the time of the AGM or should vacancies occur in that given year, the Management Committee shall have the power to co-opt up to the agreed maximum number of members to fill vacancies. Co-opted members shall have full voting rights and shall be entitled to remain on the Management Committee for the remainder of its term of office. Any further vacancies shall be filled by further elections in the relevant categories of representation.
- 5.2.5** The Management Committee office bearers shall be Chairperson, Vice Chairperson, Secretary, and Treasurer. Each of these posts shall either be elected directly at the AGM or by the Committee at its first meeting following the AGM. The local Councillors and employees of the Community Centre Management Committee shall not be eligible to stand for election as an office bearer.
- 5.2.6** Management Committee members shall be elected to serve for 3 years and will be eligible to stand for re-election at subsequent elections. Office bearers shall serve for one year and shall be eligible to stand for re-election in subsequent years **up to a maximum of 3 consecutive years in any one position.**

## 6) COMMITTEE MEETINGS

### 6.1 Notice of Meetings

- 6.1.1** All Management Committee members shall be notified in writing at least 6 clear days before any meeting of the Management Committee. The validity of any Management Committee meeting shall however not be affected by the failure of any member to receive notice of the meeting.

## 6.2 Frequency of Meetings

6.2.1 The Management Committee shall meet not less than 6 times per year.

## 6.3 Quorum

6.3.1 At all meetings of the Management Committee 1/3 of its full membership shall form a quorum.

## 6.4 Minutes

6.4.1 Minutes shall be kept of all Management Committee and Sub-Committee meetings. Once minutes have been approved by the Management Committee they will be put on public display in the Community Centre.

## 6.5 Voting

6.5.1 Subject to the provision of all clauses contained in this constitution, all questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote. In the case of a tied vote then the Chairperson shall have a casting vote.

## 7) ANNUAL GENERAL MEETING

7.1 The Management Committee shall convene an Annual General Meeting in April, May or June of each year to which all Association members shall be invited to attend. Notice of the AGM shall be posted in the Community Centre and the Neighbourhood 14 clear days before the meeting.

7.2 At Annual General Meetings of the Association 25 full members shall form a quorum. If a quorum is not achieved at the AGM, a further AGM shall be called by the Supervising Officer. If at the second meeting a quorum is still not achieved the Supervising Officer will determine the most appropriate way to elect the Management Committee and his/her decision will be final.

7.3 The agenda for the Annual General Meeting shall include the following:-

- i) Apologies
- ii) Minute of previous AGM
- iii) Presentation and adoption of Annual Reports
- iv) Presentation and adoption of Annual Audited Accounts for the immediately preceding financial year.
- v) **Election/Appointment of authorised signatories for the coming year.**
- vi) Election of Management Committee members (when appropriate)
- vii) Appointment of Auditors

- viii) Any motions or other competent business of which prior notice has been given.

## **8) EXTRA-ORDINARY GENERAL MEETINGS**

- 8.1** All General Meetings of the Association other than Annual General Meetings shall be called Extraordinary General Meetings.
- 8.2** Such meetings may be convened by the Management Committee whenever it thinks fit and shall also be convened within 21 days on the requisition of 15 full members of the Association in writing addressed to the Secretary.
- 8.3** At all General Meetings of the Association 25 full members shall form a quorum.

## **9) FINANCE**

- 9.1** Any funds allocated to the Association by Aberdeen City Council must only be used for the purposes for which this public money is provided.
- 9.2** All monies raised by or on behalf of the Association shall be applied to further the objects of the Association and for no other purpose. Where Committees apply for charitable status this clause may require to be amended.
- 9.3** The financial records of the Association shall be the subject of annual audit by an accountant qualified to a level deemed satisfactory by the Supervising Officer and shall be made available to that officer on request. All transactions shall be recorded in a ledger/computer format approved by the accountant. The Association's financial year will be from 1 April to 31 March. The cost of the audit will be met by the Association.
- 9.4** All monies received on behalf of the Association shall be paid into a bank account in the name of the Association at a bank approved by the Management Committee. All cheques drawn against the Association shall be signed by 2 of 3 or more signatories authorised at the preceding AGM.
- 9.5** The Management Committee shall determine the appropriate level of any membership and/or entry fees and any concession schemes.
- 9.6** The financial relationship with the Council shall be laid out in a Lease Agreement and Management Agreement for Leased Community Centres and a Management Agreement for Community Learning & Development Centres.

## 10) AMENDMENTS TO THE CONSTITUTION

- 10.1** Subject to the provisions of 10.2 and 10.3 below, any proposal to amend this constitution must be submitted to the Secretary of the Association 28 days before the date of the Annual General Meeting at which it is to be considered. Any such amendment will require the approval of a minimum of 25 full members and 2/3 of the members present and voting.
- 10.2** In the event that the Association has obtained charitable status, then any proposed amendment to this constitution should be notified to the Inland Revenue (Financial Intermediaries and Claims Office) to ascertain whether or not such an amendment would affect the charitable status of the Association. *(Clause will only apply to those Committees that achieve such status).*
- 10.3** Any proposed amendment to this constitution shall not become effective, and shall not be acted upon until it has been approved in writing by the Chief Executive of the Council or his/her nominee.

## 11) DISSOLUTION OF THE ASSOCIATION

- 11.1** If the Management Committee decides, by a majority, that dissolution of the Association is necessary or advisable, it shall call a meeting of all full members of the Association giving at least 28 days clear notice (stating the terms of the resolution) of the meeting posted in the Centre and conspicuous place or places in the Neighbourhood. The Management Committee shall also give not less than 28 days notice of the proposed resolution to the Council. This notice shall be in writing and shall set out the terms of the proposed resolution.
- 11.2** Such a decision to dissolve the Association shall be confirmed if it receives the support of at least 2/3 of those present and voting.
- 11.3** Any assets remaining after the satisfaction of any proper debts and liabilities, shall not be paid or distributed to the members of the Association but shall be given to such other charitable organisations with similar objects to those of the Association for the benefit of the Neighbourhood. If this can not be achieved the assets should be returned to Aberdeen City Council for distribution, for similar purposes, elsewhere in the city.



**DRAFT**

**Appendix 3**

**APPENDIX I**

**Boundary of the Named Community Centre**

## APPENDIX II

### STANDING ORDERS FOR MANAGEMENT COMMITTEES OF COMMUNITY CENTRE ASSOCIATIONS

#### 1) **Notice Of Meetings**

All Management Committee members shall be notified, in writing, at least 6 clear days before any meeting of the Committee. The validity of any Committee meeting shall not however be affected by the failure of any member to receive notice of the meeting.

#### 2) **Frequency Of Meetings**

The Management Committee shall meet not less than 6 times per year.

#### 3) **Quorum**

At all meetings of the Management Committee 1/3 of its full membership shall form a quorum.

#### 4) **Office Bearers**

A Chairperson, Vice Chairperson, Secretary, and Treasurer shall be elected by the Management Committee at its first meeting following the AGM or by the Association members at the AGM. The local Councillors, and employees, shall not be office bearers. -

#### 5) **Role of Chairperson**

The Chairperson will preserve order at meetings and ensure that any member wishing to speak is given due opportunity to do so and a fair hearing. He/she will also decide all matters of order, competency and relevancy, seeking the necessary advice before so doing.

#### 6) **Voting**

Subject to the provision of all clauses in the Constitution and Standing Orders, all questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote. In the case of a tied vote, then the Chairperson shall have a casting vote.

**7) Agenda**

The agenda will be prepared by the Secretary or Clerk in consultation with the Chairperson. Items for inclusion on the agenda must be submitted to the Secretary at least 14 days before the date of the meeting.

To ensure that all Management Committee members are aware of the matters that are to be considered, any items of correspondence or matters arising from the previous meeting must be listed on the agenda and the agenda will not have an Any Other Competent Business item. If a matter of real urgency requires to be considered, then the Management Committee may decide to suspend Standing Orders to allow this.

**8) Suspension of Standing Orders**

Any member of the Management Committee may move the suspension of one or more of the Standing Orders. Such a suspension will take place if the motion receives the support of 2/3 of the members present and voting.

**9) Urgent Matters**

The Chairperson, Treasurer, and Secretary, acting jointly and in consultation with the Supervising Officer may resolve any urgent issues that arise between meetings. Any decision made in these circumstances must be in accordance with all and any relevant policies and procedures of the Association and Management Committee. Any such decisions require to be reported to the next meeting of the Management Committee for retrospective approval and written communication to the membership of the Association.

**10) Sub Committees and Working Parties**

The Management Committee shall have the power to delegate any of its responsibilities and duties to standing sub-committees or ad hoc working parties appointed by, and responsible to, the Management Committee. The membership of these may be drawn from the Management Committee and other interested individuals or groups as the Management Committee shall determine.

**11) Minutes**

Minutes shall be kept of all Management Committee and Sub-Committee or Working Party meetings. Once minutes have been approved by the Management Committee they will be put on public display in the Community Centre.

**12) Public Attendance**

Management Committee meetings shall be open to the public and a Committee may invite non-members to attend and speak at meetings as appropriate. Persons invited in this way shall not be entitled to vote.

|

## APPENDIX III

## LEASE AGREEMENT

**INSERT NEW LEASE AND MANAGEMENT AGREEMENT HERE ONCE COMPLETED**

Information on the following matters is still to be worked up for inclusion as a supplementary:

Access policy

Role of Community Centre Liaison Officer

Nature of Support form the Council to Leased Community Centres

Management governance of centres

Terms of Budget Provision

Charging and Centre Programming

Disclosure Checking procedures -

**ADDITIONAL CLAUSES FOR EDUCATION, CULTURE AND SPORT ESTABLISHMENTS.**

**10) Insurance**

**10.1** The Council will be responsible for insuring or carrying the risk of the rebuilding costs of the Centre, public liability and some instances of theft.

**11) Staff**

**11.1** All staff will be employed by Aberdeen City Council and will be accountable through the Council's line management structure and will not therefore be accountable for the standards of their performance to the Management Committee.

**12) Outside Lets**

**12.1** Accommodation in the Centre not utilised for the programme of the Management Committee will be made available to outside organisations through the approved letting scheme. The order of priority listed in that scheme will be utilised when competing applications are received.

Outwith this scheme no accommodation or grounds will be sub let without the written approval of the Council.

## **ADDITIONAL CLAUSES FOR LEASED COMMUNITY CENTRES**

### **10) Insurance**

**10.1** The Management Committee will be required, when requested by the Supervising Officer, to produce evidence of current insurance policies covering public liability, employer liability and the risk to premises.

### **11) Staff**

**11.1** All staff employed by the Management Committee will be directly accountable to the Committee for the performance of their duties

**11.2** The Committee will be required, when requested by the Supervising Officer, to make available copies of its core Conditions of Service for its employee(s) which will include statements on Recruitment and Selection, Equal Opportunities, Disciplinary Procedures and Health and Safety.

### **12) Outside Lets**

**12.1** Any space not utilised for the Committee's programme will be let, in the first instance to community groups in the Neighbourhood or wider Learning community that do not have a profit motive and to voluntary organisations that draw members from that Neighbourhood or Learning community. Any remaining accommodation may then be allocated to other organisations or individuals. No accommodation or grounds will be sub let without the written approval of the Council.

**12.2** The fees charged for outside lets will be determined by the Management Committee which will retain any income generated through lets. However those attending the priority activities identified should not pay charges higher than those paid by Centre members or regular users.

### 3.0 SUMMARY / CONCLUSION

3.01 Overall we rate this building as a Category B.

3.02 Although the property is considered to be in a Category B condition overall the following works are required to be carried out in order to bring certain elements of the building up to the Category 'B' standard:

#### **External**

- Strip existing felt to boiler house roof and renew - £1,000
- General overhaul of the slated roof slopes to replace any damaged roof slates and repair damaged lead flashings - £750
- Overhaul and decorate timber framed windows - £1,400
- Replace 2 No. ends of rot affected fascia boards and decorate timber fascias and soffits - £600

#### **Internal**

- Uplift vinyl flooring to the Sports Hall and thereafter prepare the concrete floor slab and lay new vinyl flooring - £6,000.

3.03 The total of the above works is in the region of £9,750. These works should be carried out within the next 6 months in order to prevent the building slipping into a Category 'C' Condition.

3.04 Budget costs have been included within Appendix A at a total cost of £44,265.00 in order to maintain the building within the required Category 'B' standard over the next 10 years.

3.05 It should be noted that the costs within Appendix A excludes the sum of £9,750, stated within 3.03, and are based on the assumption that these works are carried out within the next 6 months.

3.06 No costs have been included for cyclical decoration of internal finishes.

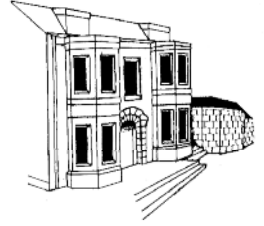
Item	Description	Condition	Recommendations	Unit	Quantity	Rate	TOTAL (£)	YEAR (1-10)
<b>1.00</b>	<b>ROOFS</b>							
	<u>Roof Coverings &amp; rainwater goods</u>							
1.01	Slate covered pitched roofs with lead flashings.	Generally in fair condition however several slipped/cracked slates.	Replace broken/missing slates and carry out repairs to lead flashings.	per year	10.00	300	3,000.00	ALL
1.02	Felt roof coverings to flat roofs.	In fair condition, some blistering. The felt to the boiler house roof is in poor condition - cost included in main report as works should be carried out with immediate effect.	Replace felt coverings to extension and original building roof in year 8.	m <sup>2</sup>	388.00	40	14,320.00	8
1.03	Cast iron guttering.	In fair condition with some vegetation growth.	Undertake a programme of bi-annual cleaning.	Sum	10.00	300	3,000.00	ALL
1.04	Cast Iron rainwater goods	In fair condition however vegetation growth present to guttering and decoration is poor.	Carry out overhaul of rainwater goods and decorate.	m	61.00	10	610.00	2
<b>2.00</b>	<b>EXTERNAL FABRIC</b>							
	<u>Windows/Doors</u>							
2.01	Single glazed timber framed sash and case windows	Generally fair but locally poor.	Overhaul windows in years 5 and 10.	Sum	2.00	500	1,000.00	5 & 10
<b>3.00</b>	<b>INTERNAL FABRIC</b>							
	<u>Floors</u>							
3.01	Combination of carpet & vinyl floor coverings	In good condition to ground and first floor with some minor wear. Second floor in poor condition, however this is used for storage.	Replace floor coverings	m <sup>2</sup>	590.00	18	10,620.00	7
	<u>Ceilings</u>							
3.02	Suspended ceiling to ground floor corridor	Several tiles are marked and broken	Replace suspended ceiling to ground floor corridor	m <sup>2</sup>	1.00	1500	1,500.00	2



Item	Description	Condition	Recommendations	Unit	Quantity	Rate	TOTAL (£)	YEAR (1-10)
4.00	<b>MECHANICAL &amp; ELECTRICAL INSTALLATIONS</b>							
	Heating							
4.01	Gas fired boiler	In good visual condition	Annual maintenance however no cost included					
							Sub-Total	34,050.00
							Preliminaries @ 15%	5,107.50
							Professional Fees @ 15%	5,107.50
							<b>TOTAL (Excl VAT)</b>	<b>£ 44,265.00</b>

## ALTENS COMMUNITY CENTRE

Strathburn Street, Altens  
Aberdeen, AB12 3SE  
Phone/Fax: (01224) 896798



### Programme for Altens Community Centre

MONDAY	Morning	Fishies 2's	9.20 to 11.15	
		Pebbles Playgroup	9.10 to 11.40	
	Afternoon	Bowling	1.00 to 4.0	
		Rising 5's	1.00 to 3.00	
	Evening	Taxi School	7.00 to 9.00	
		Line Dancing (Beg)	6.00 to 7.00	
		Line Dancing (Adv)	7.00 to 8.00	
TUESDAY	Morning	Badminton (open)	10.00 to 12.00	
		Pebbles Playgroup	9.10 to 11.40	
		Parent & Baby	9.30 to 11.30	
	Afternoon	Weight Watchers	12.00 to 2.00	
		Woman's Circle (M)	2.15 to 4.00	
			Computing	TBA
	Evening	Boogie Club	1.00 to 3.00	
		Family History	7.00 to 8.00	
		Local History	8.00 to 9.30	
		Ballet/Jazz	7.00 to 9.00	
WEDNESDAY	Morning	Fishies 2's	9.20 to 11.15	
		Pebbles Playgroup	9.10 to 11.40	
		Rising 5's	1.00 to 3.00	
	Afternoon	Gardening Workshops (M)	1.30 to 3.30	
		Kool Kidz	3.30 to 5.00	
			Crafts	TBA
	Evening	Taxi School	7.00 to 9.00	
Cheerleaders		6.00 to 7.00		
THURSDAY	Morning	Mini Kickers	TBA	
		Pebbles Playgroup	9.15 to 11.40	
		Adult Drop in Art	10.00 to 12.00	
	Afternoon	50+ Bingo	1.00 to 3.00	
		Flower Arrangement	TBA	
	Evening	Maitland S of D	6.30 to 8.30	
Bingo		7.30 to 9.30		
FRIDAY	Morning	Fishies	9.20 to 11.15	
		Pebbles Playgroup	9.10 to 11.40	
		Line Dancing	11.00 to 12.00	
		Rising 5's	1.00 to 3.00	
	Afternoon	Mother & Toddler	2.00 to 4.00	
		Miss Forrest Dance	3.00 to 7.30	
		Guitar Lessons	7.00 to 8.00	
SATURDAY	Morning	Maitland S of D	10.00 – 4.30	
SUNDAY	Morning	Cheerleaders	10.30 – 1.30	
	Evening	Guitar Lessons	7.00 to 9.00	

Centre is available for parties at the weekends depending on availability.  
Contact office for details of the above groups and the availability for parties.  
Activities in **RED** in planning

### 3.0 SUMMARY / CONCLUSION

3.01 In conclusion we rate this building as a Category 'B'.

3.02 Although the property is considered to be in a Category 'B' condition on the whole the following works are required to be carried out in order to bring certain elements of the building up to the Category 'B' standard:

#### External

- Take down ridge tiles from roof, thereafter rebed in new cement, replacing broken / damaged & mismatched ridge tiles - £1,500
- Hack off existing cement hip pointing and reform with pointing to match existing - £350
- Carry out localised slate repairs where slipped or cracked - £750
- Replace 1no Broken Georgian Wired Glazing pane to female wc - £200
- Replace cracked glazing pane to sash and case window within the main entrance stairwell - £200
- Carry out repairs to timber windows particularly to bottom sills where timber decay is present - £1,000
- Hack off existing bossed dry dash render to east elevation and replace to match existing - £1,250
- Carry out localised repairs to wet dash render where cracked - £200

#### Internal

- Carry out localised repairs to defective lath and plaster - £200

3.03 The total of the above works is in the region of £5,650. These works should be carried out within the next 6 months in order to prevent the building slipping into a Category 'C' Condition.

3.04 Budget costs have been included within Appendix A at a total cost of £61,487.08 in order to maintain the building within the required Category 'B' standard over the next 10 years.

## Appendix 5A

- 3.05 It should be noted that the costs within Appendix A excludes the sum of £5,650, stated within item 3.03, and are based on the assumption that these works are carried out within the next 6 months.
- 3.06 No costs have been included for cyclical decoration of internal finishes.

Item	Description	Condition	Recommendations	Unit	Quantity	Rate	TOTAL (£)	YEAR (1-10)
1.00	<b>ROOFS</b>							
	<u>Roof Coverings &amp; rainwater goods</u>							
1.01	Slate covered pitched roofs	Generally in fair condition however localised slipped/cracked slates. Ridge tiles mismatched and allowing minor water ingress. Hip pointing in poor condition where viewed.	Carry out minor slate repairs	Per Year	10.00	200	2,000.00	ALL
			Replace 2 no suspected asbestos vents to main hall roof.	No	2.00	1000	2,000.00	5
1.02	Felt covered flat roof.	In good condition	No Works required					
1.03	Timber outriggers, soffits & fascias	In fair condition, minor timber decay expected & decoration poor	Carry out minor timber decay replacement and thereafter redecorate	m	118.00	7.5	885.00	2
1.04	Cast iron rainwater goods	In fair condition however poor joints, poor decoration and corrosion present.	Carry out overhaul of rainwater goods and decorate on construction	m	44.00	7.5	330.00	2
1.05	Profiled metal cladding to east lean-to	In fair condition however surface beginning to corrode and deteriorate	Replace cladding	m	30.00	22.5	675.00	7
2.00	<b>EXTERNAL FABRIC</b>							
	<u>Walls</u>							
2.01	Dry dash render to east elevation	Poor condition to North & East elevation	Hack off and replace render finish	m2	126.00	40	5,040.00	2
2.02	Wet dash render to south, west and east elevations to flat roofed extension	Fair condition however inconsistent in appearance	Decorate render	m2	140.00	10.5	1,470.00	2
2.03	Granite walls with flush pointing	Fair condition however localised cracks and deteriorating pointing.	Repoint stonework	m2	175.00	43.75	7,656.25	6
	<u>Windows/Doors</u>							
2.04	Double glazed timber windows	In fair condition however requiring overhaul to ensure in good working condition.	Overhaul including replacing decayed timber where required and thereafter redecorate	No	6.00	230	1,380.00	2
2.05	Single glazed Timber windows	In fair condition however requiring overhaul to ensure in good working condition.	Overhaul including replacing glazing putty, decayed timber, replacing ironmongery where required and thereafter redecorate	No	8.00	230	1,840.00	2
2.06	External solid core timber doors	In good condition	No Works required					

Item	Description	Condition	Recommendations	Unit	Quantity	Rate	TOTAL (£)	YEAR (1-10)
<b>3.00</b>	<b>INTERNAL FABRIC</b>							
	<u>Walls</u>							
3.01	Ceramic Wall tiling to tea prep area	In fair condition however aged in appearance and localised tiles found to be poorly adhered.	Replace tiles	m2	10.00	60	600.00	5
3.02	Ceramic Wall tiling to WC's	In good condition with only minor number of tiles found to be poorly adhered	Replace damaged / poorly adhered tiles	m2	4.00	40	160.00	5
	<u>Floors</u>							
3.03	Laminate flooring to first floor General Purpose room	In good condition however poor quality.	Replace flooring including lifting carpet & installing correct underlay	m2	41.00	47.5	1,947.50	8
3.04	Timber flooring to main hall	In good condition	Re-varnish	m2	133.00	10.5	1,396.50	5
3.05	Combination of carpet & vinyl floor coverings	In fair condition however generally dorn/trodden, worn & scuffed	Replace floor coverings	m2	149.00	37.5	5,567.50	5
	<u>Ceilings</u>							
3.06	Plater ceilings	Generally in good condition however poor condition to first floor General Purpose room.	Carry out patch repairs to lath and plaster ceiling	m2	6.00	30	180.00	2
	<u>Miscellaneous</u>							
3.06	Tea prep base units, wall units, worktops & appliances	In fair to poor condition	Replace kitchen units, worktops and appliances	Sum	1.00	7400	7,400.00	3
3.07	General internal fittings, fixtures, finishings etc.	Various minor defects throughout site.	Repairs to minor defects.	Sum	1.00	5000	5,000.00	All
<b>4.00</b>	<b>MECHANICAL &amp; ELECTRICAL INSTALLATIONS</b>							
	<u>Heating</u>							
4.01	Gas fired boiler	In good visual condition	Annual maintenance however no cost included					
4.02	Electric fail curtain heaters present to several areas	In fair to poor condition	Replace heaters	Sum	3.00	500	1,500.00	5



## Appendix 5B

### Dyce (Carnegie Hall)

#### Programme for weekly usage 27 April – 4 May 2009

Day	Time	Activity	Group
Monday	3 – 7 pm	Dancing	4 -15 years
Tuesday	Evening	Local Gardening Club – This evening alternates with Free Masons	
Wednesday	6 – 9 pm	Tai Chi	
Thursday	3 – 7 pm	Dancing	4 – 15 year
	7 – 9 pm	Dancing	Adults
Friday	Hired one Friday a month for adults line dancing		
Saturday	11 am – 2 pm	Dancing	4 -15 years
	Kids Birthday Parties 2 – 5 pm		
	6.30 – 11 pm	Stovie Dance	
Sunday	9 am – 12 pm Church Service		
	12pm – 3 pm	Dance classes	Adults
	7 – 9 pm	Social evening	Adults