Finance and Resources Committee

10.00am, Thursday, 14 March 2024

Braidwood Centre, Dumbiedykes Road, Edinburgh - Proposed New Lease

Executive/routine Routine Wards 11- City Centre

1. Recommendations

1.1 That the Finance and Resources Committee approve a new 10-year lease of Braidwood Centre to the Greyfriars Charteris Centre on the terms outlined in this report and on other terms and conditions to be agreed by the Executive Director of Place.

Paul Lawrence

Executive Director of Place

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Report

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2. Executive Summary

2.1 The Braidwood Centre was closed in December 2022, following the disbandment of the existing community centre management committee. The Council marketed the property to seek a tenant who would continue to use the centre for community purposes. Greyfriars Charteris Centre are the preferred bidder.

3. Background

- 3.1 There are 35 Council owned community centres in Edinburgh, most of which are leased out to management committees. In the majority of these centres, the associated building running costs are met by the Council. The current cost to the Council at Braidwood is a budget of £13,000 per annum for utilities.
- 3.2 The centre, prior to closure, was heavily used by various community groups. As there is an ongoing requirement for community space provision in the Dumbiedykes area, the Council marketed the property with the aim of securing a tenant that would ensure the centre would continue to be used for community activities and the building used to its full potential.
- 3.3 At the closing date, Greyfriars Charteris Centre (GCC) were the preferred proposal. GCC provide a base and support for social enterprises, charities, local groups and activities gathering around interests and issues that include equality, diversity, mental and physical health, faith, culture and the arts, education and local community interests.

4. Main report

- 4.1 The following terms have been provisionally agreed:
 - 4.1.1 Subjects: Braidwood Centre, 69 Dumbiedykes Road, Edinburgh shown shaded pink along with the ground shaded blue on the attached plan. The ground shaded green is leased in by the Council and will initially be sub let

- on a short term basis with a longer term arrangement being put in place if the Council secures a longer term agreement with the landlord (Scottish Government):
- 4.1.2 Tenant: Greyfriars Charteris Centre;
- 4.1.3 Rent: £1 per annum;
- 4.1.3 Lease term: One year initially and year to year thereafter with a Tenant-only option to extend the Lease for a period up to but not exceeding 10 years from the date of entry;
- 4.1.4 Option to extend: the tenant shall have the option to extend for up to a further 10 years on giving six months' notice prior to the 10th anniversary of the date of entry on the proviso that their repairing obligation moves to a full repairing basis;
- 4.1.5 Break Option (if extension implemented): tenant only at Year 3 and Year 6. In addition, the tenant will have the option to terminate if faced with large capital repairs or if the Council does not keep the building wind and watertight.
- 4.1.6 Repairs: the Council will be responsible for keeping the property wind and watertight. GCC will be responsible for all other internal building costs, maintenance, and repair (until such time as the extension referred to at 4.1.4 above is implemented);
- 4.1.7 Utilities: The Council will continue to pay the utility costs for the first sixmonth period. After six months, the tenant will become responsible for all costs associated with utilities, including regular maintenance;
- 4.1.8 Cleaning: The tenants will be responsible for all cleaning requirements;
- 4.1.9 Insurance: The Council will insure the property and will recharge GCC for the premium;
- 4.1.10 Council Access: GCC will allow Council use of the property for polling stations during elections, surgeries for Councillors and public meetings. Payment of the standard hire rate will be payable and sufficient written notice must be given. Any use by the Council will be subject to availability; and
- 4.1.8 Costs: tenant responsible for the Councils legal costs.

5. Next Steps

5.1 Following approval of the terms by the Finance and Resources Committee, solicitors will be instructed to conclude the legal documentation.

6. Financial impact

6.1 The Council's expenditure on the building will reduce through savings in running costs including cleaning, utilities, internal repairs, insurance and rates, once transferred to the tenants. The obligation for wind and watertight repairs will transfer to the tenant on exercise of option to extend the lease.

7. Equality and Poverty Impact

7.1 Securing a lease to GCC will ensure this building reopens as a community centre and the building can continue to serve the local community.

8. Climate and Nature Emergency Implications

8.1 The impact on sustainability has been considered. There is minimal impact on the environment as the result of the proposed lease since an existing building is being reoccupied.

9. Risk, policy, compliance, governance and community impact

- 9.1 Local elected members have been advised and consulted prior to and following the marketing of the property.
- 9.2 During the marketing process, all relevant parties identified as having expressed an interest in the Braidwood Centre, were issued with marketing particulars and invited to express their interest in taking on the building as a community facility.

10. Background reading/external references

10.1 None.

11. Appendices

11.1 Appendix 1 – Location plan.

