

## LONDON BOROUGH OF BRENT

### SPECIAL MEETING OF THE EXECUTIVE 18 AUGUST 2003

#### REPORT FROM THE DIRECTOR OF CORPORATE SERVICES

FP ref.                      No.

FOR ACTION:

NAME OF WARD(S) AFFECTED:  
ALL

#### REVIEW OF THE NON-BRENT COUNCIL MANAGED YOUTH & COMMUNITY CENTRES

##### **1.0**    SUMMARY

- 1.1    This is a report on a review of the non-Brent Council managed Youth & Community Centres undertaken by Corporate Property Services with assistance from the Brent Youth & Community Service.
- 1.2    The review looks at the quality and extent of youth & community activities currently taking place in each of the centres and considers the benefits to the community from retaining the centres with their existing management arrangements against property criteria, such as the cost of putting the centres back into repair and updating the facilities and the cost of making the centres compliant with the Disability Discrimination Act 1995 (DDA).
- 1.3    The review has tried to encompass all options for the individual centres, from retention as-is, refurbishment, demolition and rebuild, sale to the existing management, to closure and sale on the open market.
- 1.4    Confidential aspects of the report are included in a separate “below the line” appendix – Appendix 1.
- 1.5    The Executive is invited to consider the options for the respective centres and, where appropriate, select an option for each of the centres.

## **2.0 RECOMMENDATIONS**

- 2.1** That the Executive notes the youth & community activities currently taking place in the non-Brent Council managed Youth & Community Centres as detailed in the separately bound appendix to this report – Appendix 2.
- 2.2** That the Executive notes that in the main the centres are staffed and managed by unpaid volunteers, many of whom devote a considerable amount of their time to providing services to the community.
- 2.3** That the Executive notes that most of the centres are old and in need of repair or refurbishment and DDA works.
- 2.4** That the Executive notes the officers’ “scoring” of the centres against weighted criteria for service delivery, community benefits, physical condition and cost, part of the scoring being objective and part subjective.
- 2.5** That the Executive notes the options put to it for a number of the centres. Where an officer’s recommendation is made, for instance in cases where only one course of action exists, then the Executive is invited to accept the officer’s recommendation.
- 2.6** That the Executive agrees that where a concessionary rent is agreed then the Lead Tenant be required to enter into a collateral grant agreement with the Council setting out the required outputs as determined by the Manager, Corporate Property Services in consultation with the Head of the Youth & Voluntary Sector Support Service and on advice from the Borough Solicitor.
- 2.7** That the Executive agrees that where a 7 year lease is granted then the lease will be subject to a break clause exercisable by either party at their discretion after three years.
- 2.8** That the Executive agrees that other than those terms set out in this report, lease terms be agreed by the Manager, Corporate Property Services and that wherever possible all leases be excluded from the provisions of the Landlord & Tenant Act 1954.
- 2.9** That the Executive is invited to make decisions in respect of the following 16 centres :
- 2.9.1** Bridge Annexe : That the Executive chooses from :
- Option 1: to grant a 7 year lease to the Gateway Club.

Option 2: to relocate occupants and sell property.

as set out in Section 8.1 of this report.

**2.9.2 Bridge Road :**

**2.9.2.1** to note this centre is to be redeveloped as a Sure Start centre (Sure Start Central Brent) with dedicated facilities within for youth & community activities.

**2.9.2.2** To agree to a variation in the length of the proposed lease and lease back arrangements between the Council and Brent Primary Care Trust (PCT), acting on behalf of Sure Start Central, from 30 years (report no 20 to the Corporate Deciding Committee, 13 February 2002 ) to 45 years, to reflect the District Valuer's latest valuation of the parties respective interests in the development, as noted in Section 8.2 of this report.

**2.9.3 The Dennis Jackson Centre :**

**2.9.3.1** to note the trustees of this centre who own a long lease from the Council are in negotiations with Copland School to sell their lease to the school in return for dedicated facilities within the school's new development.

**2.9.3.2** Should the sale materialise, to agree to the sale of the Council's residual freehold interest to the school for user benefits in the school's new development to the value of £ 35,000 ( the value of the Council's residual freehold interest) or for a capital receipt of the same value if such user benefits cannot be secured.

**2.9.4 Dudden Hill :** That the Executive notes the trustees of this centre have elected to convert their 5 year lease into a long lease and pay to the Council a premium in the sum as noted in Appendix 1 on the terms as set out in the original lease.

**2.9.5 Gladstone :** That the Executive chooses from :

Option 1: to explore the Freeman Trust–Barnardos option and report back. In the interim, put in place a short term arrangement with the existing occupiers at a net rent of £ 10,800 pa.

Option 2: to close and sell property.

Option 3: to grant a 7 year lease to the Trustees of the centre at a net rent of £ 10,800 pa.

as set out in Section **8.5** of this report.

**2.9.6** Kensal Green :

**2.9.6.1** That the Executive notes that the main hall of the old centre has been refurbished as Harriet Tubman House, the new home for LEAP, with the houses to the side being demolished and in their place a new two storey community centre built.

**2.9.6.2** That the Executive chooses from :

Option 1: to grant a 7 year lease to LEAP at a net rent to be agreed.

Option 2: sell.

as set out in Section **8.6** of this report.

**2.9.7** Kingfisher : That the Executive chooses from :

Option 1: to grant a 7 year lease to the St Kitts & Nevis Friendly Association at a net rent of £ 600 pa subject to a redevelopment clause.

Option 2: as above, but with provision to extend to a 21 year lease.

Option 3: relocate occupants and sell centre

Option 4: as Option 1 with proviso in that in the event the redevelopment clause is exercised for substantial redevelopment of Braintcroft Primary School, then substitute youth & community facilities will be provided within the new development.

as set out in Section **8.7** of this report.

**2.9.8** Kingsbury : That the Executive chooses from :

Option 1: to grant a 7 year lease to Mrs Ritson's Eton Nursery at a net rent of £ 8,400 pa.

Option 2: as above but with provision to extend to a 21 year lease.

Option 3: close, demolish and return to open space.

as set out in Section **8.8** of this report.

**2.9.9 Kings Hall :** That the Executive chooses from :

Option 1: to grant a 7 year lease to the Trustees of the centre at a net rent of £ 900 pa.

Option 2: as above but with provision to extend to a 21 year lease.

Option 3: relocate occupants and sell centre.

as set out in Section **8.9** of this report.

**2.9.10 Learie Constantine :**

**2.9.10.1** That the Executive notes that officers are in negotiation with the trustees of the centre over the sum noted in Appendix 1 which represents back rental owing to the Council.

**2.9.10.2** That the Executive chooses from :

Option 1: to agree a repayment plan for the money owed.

Option 2: to repossess and sell centre.

Option 3: to repossess and re-let or re-allocate to another community group

as set out in Section **8.10** of this report.

**2.9.11 Mahogany Arts :**

**2.9.11.1** That the Executive authorises the Manager, Corporate Property to review the occupational arrangements of the group which took over this property from the original long lessee whose venture failed.

**2.9.11.2** That the Executive instructs the Manager, Corporate Property Services in consultation with Brent Legal Services and Brent's Social Inclusion Unit to report back to the Executive at the October 2003 meeting with recommendations on the future occupation and or disposal of the property.

**2.9.12 The Pakistan Centre :**

**2.9.12.1** That the Executive notes the trustees of the Pakistan Centre appear never to have converted their licence into a long lease nor to have acquired from the Council the freehold interest in the site on which they built their centre.

**2.9.12.2** That the Executive instructs the Manager, Corporate Property Services to further investigate the status of the existing arrangements and any monies that may be owing and to report back to the October 2003 meeting of the Executive with recommendations.

**2.9.13** Preston & The Mall : That the Executive chooses from :

Option 1: to grant a 7 year lease on the entire premises to the Preston & Mall Youth & Community Association at a net rent of £ 900 pa.

Option 2: as above but on main building only. Sell the outbuilding (former indoor shooting range) to the Wembley Rifle Club for the sum noted in Appendix 1.

Option 3: as Option 1 with provision to extend lease to 21 years.

Option 4: close and sell.

Option 5: grant a 99 year lease on the entire premises to the Preston & Mall Youth & Community Association at a premium to be agreed, with permission for the Association to sub-let the outbuilding.

Option 6: as Option 2 but the Council to let or sell the outbuilding to another appropriate community or sports based user.

as set out in Section **8.13** of this report.

**2.9.14** St Raphaels : That the Executive chooses from :

Option 1: on expiry of existing lease grant a new 7 year lease to ACPO at a net rent of £ 1,200 pa.

Option 2: convert existing lease now to a 21 year lease subject to successful bid for external grant funding.

Option 3 : close and sell.

as set out in Section **8.14** of this report

**2.9.15** Tokynnton : That the Executive notes this centre was sold on a long lease in January 1998 to the Trustees of New Life Christian Centre who, to date, have paid the stage payments towards their purchase price.

**2.9.16 Wembley** : That the Executive chooses from :

Option 1: sell to the Governors of Copland School in exchange for dedicated facilities in the school's new development. Put in place a short term arrangement with Dr Eribo at a net rent of £ 9,000 pa.

Option 2: to grant a 7 year lease to Dr Eribo's company, Franklyn Lodge, at a net rent of £ 9,000 pa.

Option 3: demolish and rebuild centre.

Option 4: close and sell.

as set out in Section **8.16** of this report.

**3.0 FINANCIAL IMPLICATIONS**

**3.1** At the onset of the transfer-of-management policy ( see para **5** ) the intention of the lease arrangements was to transfer financial responsibility for the centres from Education's budget and onto the lead tenants. Although the Council did retain responsibility for external repairs due to the fact the lead tenants or occupying groups could not fund these works, the Education Service did not allocate a budget for external repairs. Likewise, Community Development had insufficient funds to spend on repairs during most of the years when the centres came under its wing.

**3.2** Corporate Property Services inherited the task of managing the non-Brent managed youth & community centres on 01 October 2002 without any revenue or capital budgets for the remainder of 2002 /03. No revenue budgets were allocated for the centres for 2003 /04.

**3.3** The centres require expenditure on repairs and maintenance. In addition DDA works are required to make the centres compliant with the 1995 Act : the table over page shows the sums required.

Community Centre	Building Repairs (£)		DDA Costs £	Total £
	Immediate	Within 18 months		
Bridge Annexe	2,000	Nil	12,900	14,900
Bridge Road	to be	redeveloped		nil
Dennis Jackson	responsibility	of long	lessee	nil
Dudden Hill	2,800	Nil	24,200	27,000
Gladstone	13,882	1,045	13,450	28,377
Kensal Green	responsibility	of LEAP		nil
Kingfisher	4,168	8,000	14,100	26,268
Kingsbury	18,575	4,658	20,000	43,233
Kings Hall	28,365	2,500	25,300	56,165
Learie Constantine	responsibility	of long	lessee	
Mahogany Arts	was responsibility	of former	lessee	nil
Pakistan Centre	responsibility	of trustees of	the centre	nil
Preston & Mall	17,583	22,456	14,850	54,889
St Raphaels	9,550	6,853	19,250	35,653
Tokynnton	responsibility	of long	lessee	nil
Wembley	25,000	5,000	35,500	65,500
<b>Total</b>	<b>£ 121,923</b>	<b>£ 50,512</b>	<b>£ 179,550</b>	<b>£ 351,985</b>

Note: a) Figures in *italics* : Corporate Property estimates. Figures in normal print : based on condition surveys and access audits.

b) Corporate Property Services consider the building repairs figures to be on the low side. With DDA works a more realistic total figure is likely to be at least **£ 450,000**.

- 3.4** Officers applied for resources to fund the DDA works through bids to the Capital Programme for the next two years. For 2003 /04 and 2004 /05 Members have allocated the sum of £ 50,000 per annum for DDA works to the leased youth and community centres and miscellaneous small Council buildings.
- 3.5** If the Executive decides to renew some of the leases to lead tenant groups it is likely some of the centres will be paying modest net rents and it is recommended that this income be used by Corporate Property Services towards the cost of managing the centres.



**3.6** The amount of rent abatement or grant being proposed in the 7 year lease options totals £ 88,600 per annum.

**4.0** **STAFFING IMPLICATIONS**

**4.1** None. The cleaners, caretakers and outreach youth workers who used to be employed by the Council and who were formerly based at a number of the centres were all withdrawn some years ago.

**5.0** **COUNCIL POLICY**

**5.1** In 1995 the Council took the decision to retain only 3 Youth & Community Centres under its own management - (i) The Granville Centre, South Kilburn : (ii) Chalkhill Centre, Poplar Grove, Wembley : (iii) The Roundwood Centre, Longstone Avenue, Harlesden - and to sell long leases to the trustees of the remaining centres or transfer management arrangements to 'lead tenant' groups on 5 year leases. For the centres let on short leases, the Council retained liability for external repairs, although no budgets were specifically allocated for this purpose.

This approach was in line with the policy of the then Administration "to continue to rationalise the centres run by Brent and to divest responsibility to user groups wherever possible". "The New Blueprint" Policy and Resources Committee 11 July 1994.

**5.2** The "outsourcing/transfer of management" policy was set by Education Services in 1995 who at the time had responsibility for the Youth & Community Service and the centres.

**5.3** On 1<sup>st</sup> August 1996, the Youth and Community Continuing Education Sub-Committee agreed the new direction in this area, the main points of which were: -

1. Reduce the direct management of buildings down to 4 Centres of Excellence.
2. "Dispose" of all remaining buildings by 31<sup>st</sup> March 1997 so that they cease to bear any revenue costs to the Council from 1<sup>st</sup> April 1997.
3. Develop outreach work to supplement the core work undertaken in the Centres of Excellence.

4. The current curriculum is confirmed and new monitoring processes to be developed in line with Ofsted guidelines.

The 14<sup>th</sup> October 1996 meeting of the Education, Arts and Libraries Committee identified a list of 17 buildings to which such a “disposals” approach would be applied.

- 5.4 Of these seventeen centres, four were sold in 1997 for capital receipts – Heather Park, Neasden, St.Andrews and Tiverton – and the site of the Barham centre reverted to open space, leaving twelve centres to be transferred under “transfer of management arrangements”.

- 5.5 Under the transfer arrangements in 1996, the twelve centres were offered to a lead tenant on one of the following bases:

- a) Sale of a 99 year lease for a premium payable as rent over a 7 or 10 year period. The tenants were to take on responsibility for all repairs, accrued and future and the general poor state of repair at the onset was reflected in the amount of premium charged for the lease.

- b) Grant of a 5 year lease, with the lead tenant taking on responsibility for operating costs and internal maintenance whilst responsibility for major repairs and external maintenance remained with the Council. A low rental was set for each centre, payable by the lead tenant, with a mechanism for rent abatement of up to 100 % at the discretion of the service director to acknowledge the community work delivered from the centres and general benefits to the community from the ongoing operation of the centres – hitherto a cost to the Council. The leases contained an option to convert from the short term to the 99 year term subject to payment of a premium.

- 5.6 At the onset, 3 centres elected to purchase long leases :

- Tokyngton
- Bridge Annexe
- Learie Constantine

Negotiations took place over a period with the remaining nine centres to sign their managements up on 5 year leases with effect from 01 April 1997.

- 5.7 When Community Development was established as a directorate some two years later the Youth Service and leased centres transferred over to this new directorate. When the Community Development directorate was disbanded on 30 September 2002 responsibility for the non-Brent Council managed centres transferred to Corporate Property Services

but without any revenue or capital budgets to manage and maintain the centres for the remainder of 2002 /03. As noted in para 3 no revenue budgets have been allocated for the centres for 2003 /04

- 5.8** Implementation of the arrangements has not been a total success. Of the three centres which opted to buy long leases, only Tokyngton has maintained its stage payments, with another failing ( the Bridge Annexe was repossessed ) and Learie Constantine heavily in debt and in negotiations with officers over a repayment plan. Of the centres choosing the short term option, Kingsbury and Gladstone failed to sign leases but have kept going on an informal basis. Kensal Rise has been redeveloped and the Bridge Centre is to be redeveloped as a Sure Start centre. The others all continue to be operational with only one lead tenant – Wembley - declining to stay in this role. The remaining lead tenants all remain enthusiastic for the programmes being delivered from their centres, often despite a shortage of funds for repairs and maintenance.
- 5.9** During the six years since lead tenants first took on this role, the physical condition of most of the centres has deteriorated due to a lack of expenditure on general maintenance. In hindsight, the Council overestimated the ability of the lead tenants to maintain the centres, and given the Council's resources at the time were targeted at more important services, budgets were not provided for external repairs.
- 5.10** In recent years the Council has stopped offering its premises on a rent free basis and instead charges market rents for its properties. Non-business tenants which cannot afford to pay market rents are encouraged to apply for grants from Brent's Voluntary Sector towards the rent payable for their premises. The Best Value Review of Property Services, Asset Management and Facilities Management, currently being finalised, is likely to endorse the policy of charging market rents for Council owned property.
- 5.11** Should the Executive wish to apply market rents to the leased youth & community centres, the level of rent charged could reflect the condition of the properties and the amount of grant awarded towards the premises costs could take into account the benefits being provided to the community from the operation of the centres.
- 5.12** Whilst the Council prefers to keep leases to voluntary groups to short terms eg: 5 or 7 years, some groups / lead tenants wishing to renew their leases with the Council may be looking for 21 or 25 year terms in order to qualify for external grant funding - eg Sport England or one of the Lottery funds - to spend on improvements to their centres. Here,

the Council's general policy is to offer the lead tenant an Agreement for Lease whilst the tenant applies for external source funding and if the tenant is successful, then to grant the longer term: if not, then only the short term lease will be available. In either case the Council will need to be satisfied that the tenant is a suitable tenant given the length and terms of the lease.

## **6.0 LEGAL IMPLICATIONS**

- 6.1** S 123 of the Local Government Act 1972 permits a local authority to dispose of land in any manner it so wishes provided that in the case of a freehold disposal or the grant of a lease for 7 years or more it obtains the best consideration reasonably obtainable. This is usually demonstrated by extensive marketing of the property and acceptance of the best price or by disposal at auction.
- 6.2** If the best consideration is not to be obtained then the consent of the Secretary of State is required, which may be obtained on an ad hoc basis or the disposal may fall within one of the General Disposal Consents issued in 1998. As an example, disposals of leasehold property for recreational purposes as defined by S 19 (1) of the Local Government (Miscellaneous Provisions) Act 1976 are permitted under para 2(iii) of the consents.
- 6.3** However, the Ombudsman's Guidance on the Disposal of Property points out that the decision to dispose must be reasonable in the circumstances. Members are reminded that they owe a fiduciary duty to their Council Taxpayers and should weigh up any loss in value by way of reduced receipt against any perceived benefits that may be gained.
- 6.4** If the disposal is of Open Space then the Council must comply with the provisions of Section 123(2A) of the Local Government Act 1972, which imposes an obligation on the Council to advertise the proposed disposal for two consecutive weeks in a newspaper circulating in the area and consider any objection received before granting the lease. Consequently, any decisions relating to open space disposals will be subject to the outcome of that consultation exercise and either they will be referred back to the Executive to consider objections received or the disposal will proceed if no objections are received or if the objections are of no relevance or are immaterial.
- 6.5** Any leases granted to voluntary or community organisations should be of a relatively short term and contracted out of the provisions of the Landlord and Tenant Act 1954 to enable the Council to recover possession at the end of the term. Such organisations are often poorly funded and dependent on grants which may dry up. The nature and objects of the group may change and the Council may find a group in

premises carrying out activities of which it does not approve and with no means of evicting them. Furthermore policies and situations change over the years and the Council does not want to be in a position where it cannot properly manage its portfolio because of leases it granted several years ago.

**6.6** Members should also bear in mind the likelihood of lessees obtaining external grant funding. Grants are not a bottomless pit and Members should be reasonably satisfied at the prospect of grant funding being given before agreeing to grant a lease over a long period allegedly to secure funding. The recommended approach is to agree a longer lease only once the Council is satisfied that the organisation concerned has secured the external funding. A second, but less favourable approach, would be to grant an option which would only be exercisable if the grant was secured. This second approach should only be adopted if the Council is reasonably certain that such a grant is likely to be forthcoming. Organisations could be given sufficient comfort by letter that a long lease would be granted if the grant was secured.

**6.7** Rents for such properties should be on a commercial basis as recommended by the Policy Unit of the Royal Institution of Chartered Surveyors in their publication “ Whose property is it anyway ?”, July 2002.

*Quote: There is a responsibility for local authorities to ensure that all subsidies to third parties are made in a transparent and equitable manner. If a property is provided for “free” or at a reduced rate to the occupier, then this represents a hidden subsidy. Good estate management practice would require all space to be charged at its open market rental value.....Unless this is done, there could be a negative impact on the capital value of the council’s property portfolio. All authorities are required to have an asset register to underpin their asset management plan. This lists the market value of all the local authority’s properties. If preferential lettings are in place, then the capital values could be distorted accordingly.*

It is also better to make up the rent payments by grant to avoid the situation of being unable to gain possession of premises which are under rented : one of the grounds for forfeiting a lease is non payment of rent. In addition, the Council will be in a better position to review its priorities in future years if the reduced rent is given by way of a grant or rent abatement linked to a grant agreement.

**6.8** It is recommended that in most cases a 7 year lease be granted with a break clause which can be exercised by either side at their discretion and without fault after three years. There will also be a grant agreement which will set out the amount of the grant awarded (which would operate as a reduction in the rent that would otherwise be charged), the type of activities to be provided and the agreed outputs. The grant agreement would also run for three years although it would be reviewed annually to monitor outputs etc . At the end of the three

years the Council could review both performance of the organisation and the Council's overall priorities in terms of grants to voluntary organisations and decide whether to end, vary or continue the grant and /or lease for one or more years. The Council, or the tenant, could end the lease after three years if they wished upon giving the requisite notice to the other party. In the event that the organisation fails to achieve the required outputs or fails to provide the agreed activities then the grant would cease and, effectively, the standard rent would become payable. If they failed to pay the rent then the Council would be able to seek possession on the grounds of rent arrears.

- 6.9** In the case of a tenant going into liquidation, the liquidator can disclaim the lease, which means the tenant has no further rights of occupation. There is usually a clause in the lease which immediately voids the lease if the tenant goes into liquidation. Thus in the case of Mahogany Arts ( see **8.11** ) it is important to ascertain whether the premises have been abandoned and the status of the current occupiers.
  
- 6.10** The Disability Discrimination Act 1995 (DDA) makes it unlawful to discriminate against disabled persons in connection with employment and the provisions of goods facilities and services
  
- 6.11** The duty to make reasonable adjustments to improve access to services is already in force and the duty to make adjustments to physical features of premises to improve access by disabled persons will come into force in October 2004.
  
- 6.12** Failure to comply with the DDA is unlawful and an aggrieved person may bring an action against the Council in the County Court. The court may order compensation against the local authority if it is satisfied that the local authority has failed to comply with the statutory duty.
  
- 6.13** Members should also note that some of the options are dependent on planning permission. Planning decisions are made by Planning Committee on planning merits and are not influenced by property considerations.

## **7.0** **DETAIL**

- 7.1** The original portfolio of seventeen non-Brent managed centres has, after sales, been supplemented by other centres transferring from other service areas. Corporate Property Services now has responsibility for the following sixteen Youth and Community Centres, with lease positions as noted in the table over page:

<b>Community Centre</b>	<b>Lease Situation</b>
Bridge Annexe	Recently refurbished: lead tenant to be appointed
Bridge Road	Long lease to be granted to the PCT on behalf of Sure Start Central Brent
Dennis Jackson Centre	Sold on a 99-year lease from 1974
Dudden Hill	Applied to convert original 5 year term into a 99 year term
Gladstone	No lease in place
Kensal Green	No lease in place
Kingfisher	Lease expired 31 March 2002
Kingsbury	No lease in place
Kings Hall	Lease expired 31 March 2002
Learie Constantine	Held under a 99-year lease
Mahogany Arts	Under review
Pakistan Centre	Occupy site on terms of a licence dated 1981. Site never formally sold to Trustees of the centre
Preston & Mall	Lease expired 31 March 2002
St Raphaels	Lease expires on 25 December 2004
Tokynnton	Sold on a 99 year lease from 1997
Wembley	Lease expired 31 March 2002

**7.2** Apart from the lease on the St.Raphaels centre which expires in December 2004, the short term leases expired last year. One of the centres has exercised its option to convert the short lease into a long lease and pay a premium. Most of the other centres have requested a new lease and they are awaiting the outcome of this review and Members' decisions.

### **7.3** Officers' Scoring system

- Officers have "scored" the centres let on short leases in order to give Members a guide to how well or badly the centres are faring – in physical condition and repair, and in delivery of youth & community services.
- Copies of the Officers' Assessment Forms appear in the Appendix. Out of a total weighted score of 100, 50 points are attributed to the building - its repair, suitability as a youth & community centre, DDA compliance, and appearance. This criteria is mostly objective. The remaining 50 points are attributed to the activities actually taking place in the centres – their extent and variety, youth activities (eg: youth club or after school's club ), senior citizen's activities ( eg: pensioner's

luncheon club ) and the benefits the local community receives from such activities. This criteria is mostly subjective, based on the Officers' established knowledge of the centres and their management and recent site visits to view the centres activities.

- Where a business activity is taking place at a centre eg: a private, fee paying day nursery, this is reflected in the overall score, with a deduction of 20 points made against the total assessment if full fees are charged, and a deduction of 10 points levied where concessionary or "affordable" fees are charged.
- The assessments are not scientific but are officers' judgement calls – their assessment of the buildings and whether the activities taking place within warrant continued Council support.

#### **7.4 Lease & Grant or Rent Abatement Framework**

- Where leases of 7 years are quoted in the report, this means leases of 7 years *less* 3 days. Such leases are exempt from Section 123 of the Local Government Act 1972 which requires longer leases, and property sales, to be at "Best Consideration". Nevertheless, Members do still need to consider their fiduciary duties and must take full account of the amount of potential capital receipt they might forego if the properties are leased for less than best consideration.
- Where a longer term eg: 21 years is recommended, such a lease will be subject to reviews of the rent at the end of years 5, 10 and 15.
- For the short term leases (7 years *less* 3 days) it is proposed that responsibility for the structure and external repairs remains with the Council, with the tenant taking full responsibility for internal repairs, repairs to the services eg: boilers, and internal decorations and grounds maintenance. Responsibility for DDA compliance will remain with the Council.
- For longer term leases eg: 21 years or leases which start as 7 year terms but later convert to 21 year terms, responsibility for all repairs, both structural and internal, and DDA compliance, will be passed to the tenant.
- Estimated rental values have been shown for most of the centres. These would apply if one organisation was leasing a centre from the Council for its sole use, with no community benefits being given in return. However, for the majority of centres within this review, the tenant – or lead tenant – is signing up to a lease of a centre on behalf of a number of users who together provide a variety of youth & community activities for the community's benefit. The "value" of these activities is considered in the amount of grant or rent abatement to be awarded, leaving a net rent to be paid. The calculation of the grant or



rent abatement is not based on any formula or precise valuation technique : again, it is an officer's judgement call – an assessment of the benefits being returned to the community which often offset most of the notional rental value of a property. The grant or abatement is reduced – a higher rent is proposed – where private day nurseries occupy space in a centre.

- 7.5 The Executive is now invited to consider options for those centres where decisions need to be made on their future. Some additional options following the Members' Briefing on 07 August 2003 have been added – see *Section 9*.

## 8.0 **THE 16 YOUTH & COMMUNITY CENTRES**

### 8.1 **BRIDGE ANNEXE, WOODHEYES ROAD, NEASDEN, NW10**

- 8.1.1 The future of this centre is likely to be linked to the new Sure Start centre to be built on the site of what is currently the Bridge Centre see **8.2 below**. The Annexe was refurbished last year and extended to accommodate groups decanting from the Bridge Centre. The building is a brick built structure some 250 sq m in area on a compact site but with direct access to a surfaced playground and amenity area to its side. One of the groups which has decanted is the Gateway Club, a long established club in the Borough providing recreational facilities for adults with learning disabilities. As the facilities in the new Sure Start building will not be suitable for the Gateway Club, one option is for the Annexe to become the future long term home of the club. A nursery linked to the Sure Start service may also become a user of the Annexe in due course.

#### 8.1.2 **Base Data**

- a) Officer's score : 75
- b) Market value of property : see Appendix 1
- c) Rental value as a community centre : £ 13,500 pa
- d) Officers' recommended amount of grant or rent abatement towards rent : £ 12,900 pa

#### 8.1.3 **Recommendation**

That the Executive chooses one of the following two options :

Option 1: that the Gateway Club becomes the lead tenant of the Annexe on a lease for a term of 7 years at a *net* rent of

£ 600 pa

Option 2: that on completion of the new Sure Start centre (see **8.2 below**), the Gateway Club be relocated to another centre, the other temporary decants be accommodated at the new Sure Start Centre and the Bridge Annexe Centre be sold.

## **8.2 THE BRIDGE CENTRE, BRIDGE ROAD, NEASDEN, NW10**

**8.2.1** The existing building is to be demolished and in its place a new Sure Start facility is to be built, which will incorporate Sure Start's offices, a nursery, a meeting area cum café and community facilities. The centre will also have links to the "Almost Big School" which is seeking Neighbourhood Nursery status. LB Brent is to sell a long lease to Brent Primary Care Trust (PCT) who will hold the lease on behalf of Sure Start Central Brent. The community facilities will be leased back to Brent. The project has incurred delays and is already 18 months late. A start on site is dependent on the Sure Start unit in GOL approving the capital project (Form F25) : whilst GOL's project officers have now approved the application, sign off is awaited from Baroness Ashton, the Minister for Sure Start.

**8.2.2** When Members approved the sale of a lease to the PCT at the meeting of the Corporate Deciding Committee on 13 February 2002 the lease term – and lease back of the community areas – were to be for 30 years. However, during the discussions with the Sure Start Unit in GOL over project funding GOL asked for a District Valuer's valuation of the site and project. This has now been received and the District Valuer recommends that a lease term of 40 or 50 years to the PCT more fairly reflects the value of their contribution ( build out cost ). Accordingly, the Executive is now being asked to agree to a longer lease term.

### **8.2.3 Recommendation**

**8.2.3.1** That the Executive notes this centre is to be redeveloped as a Sure Start centre ( Sure Start Central Brent ) with dedicated facilities within for youth & community activities.

**8.2.3.2** That the Executive agrees to a variation in the length of the proposed lease and lease back arrangements between the Council and Brent Primary Care Trust (PCT), acting on behalf of Sure Start Central, from 30 years to 45 years, to reflect the District Valuer's latest valuation of the parties respective interests in the development.

### **8.3 THE DENNIS JACKSON CENTRE, LONDON ROAD, WEMBLEY**

**8.3.1** The Council sold a 99 year lease to the trustees of this centre in 1974. As with the Wembley Y & C Centre – see **8.16 below** – the governors of Copland School would like to incorporate the site of the Dennis Jackson centre in with the school’s site – in order to achieve the required area of school playing fields for the new school to be built on part of the existing playing fields. The trustees of the centre are in discussion with the school over replacement facilities within the new development for the groups currently using the centre. If terms are agreed, then it is proposed that the Council’s residual freehold interest in the centre be sold to the governors of the school. The market value of the Council’s residual interest is valued by Corporate Property Services at £ 35,000.

#### **8.3.2 Recommendation**

**8.3.2.1** That the Executive notes the trustees of this centre who own a long lease from the Council are in negotiations with Copland School to sell their lease to the school in return for dedicated facilities within the school’s new development.

**8.3.2.2** Should the sale materialise, The Executive is invited to agree to the sale of the Council’s residual freehold interest to the school for user benefits in the school’s new development to the value of £ 35,000 ( the market value of the residual freehold interest ) or for a capital receipt of the same value if such user benefits cannot be secured.

### **8.4 DUDDEN HILL COMMUNITY CENTRE, 19 DUDDEN HILL LANE, WILLESDEN, NW10**

**8.4.1** A five-year lease on this centre was granted to the Brent Indian Community Centre. That lease expired in March 2002 but not before the tenants applied to exercise their right to convert the short term lease to a 99 year lease and pay a premium.

#### **8.4.2 Recommendation**

That the Executive notes the trustees of this centre have elected to convert their 5 year lease into a 99 year lease and pay to the Council a

premium in the sum noted in Appendix 1 on the terms as set out in the original lease.

## **8.5 GLADSTONE YOUTH & COMMUNITY CENTRE, 182 ANSON ROAD, WILLESDEN ,NW2**

**8.5.1** This is one of the larger centres - some 596 sq m in area (6,415 sq ft). The building resembles a TA Hall ( it may have been built as such ) and it is in a fair state of repair, although it requires about £14,000 worth of immediate works on the fabric and a sizeable sum - £ 28,337 – on DDA works. The building enjoys a pleasant parkland setting.

**8.5.2** The main user of the centre is the Ellen Louise Day Nursery, with OFSTED registration for up to 50 children between the age of 0-3 years. About 30 children currently attend the nursery full or part time. Although a private nursery, the charges are in the “affordable” range : £ 90 per week full time, £ 30 per week part time.

**8.5.3** Per the programme in the Appendix, other activities take place in the centre including a youth club, keep fit sessions, and a church group.

**8.5.4** The centre scores moderately well in the officers’ assessment.

**8.5.5** It was the Council’s intention in 1995 to grant a 5 year lease to the trustees of the centre : this was then put on hold whilst a lottery application was being considered which would have required a longer lease term. When the project was aborted the lease position was revisited but the parties failed to complete a lease. At present the lead tenant does not make any payments to the Council by way of rent and is under no obligation to do so until it signs a lease or agreement with the Council.

**8.5.6** The trustees of the centre wish to continue to occupy and run the centre.

### **8.5.7 Base Data**

a) Officers’ score : 51

b) Market value of property (community use only) with vacant possession : see Appendix 1

c) Rental value as a community centre : £ 20,000 pa

d) Officers' recommended grant or rent abatement towards rent:

£ 9,200 pa

**8.5.8** Very recently an opportunity has arisen for this centre which may well influence the Executive's choice of options. A charitable trust in memory of a Mrs Iris Freeman, an educational psychologist and lawyer who was born close to Gladstone Park, was set up by her husband, two sons and daughter in 1997. The trustees wish to invest £ 500,000 in a project relating to children close to Gladstone Park. The existing Youth & Community Centre has been identified as a very suitable site for the project and the trustees have been conducted over the existing building. Although it is early days in working up a proposal, the project is likely to entail :

- Retention of the main "TA Hall" – for existing youth & community provision – demolition of some of the side extensions and new build to the value of £ 500,000 in their place.
- Transfer of all or part of the centre on a lease arrangement to the national children's charity Barnardos who will manage the children's centre and revenue fund the entire facility.

The extension will be designed by the trustees ( two of whom are architects ) and responsibility for the construction and its cost would rest with the trustees. There would be some disruption to the existing users during construction but it is hoped that on completion of the works most of the users will be able to continue using the centre. In particular, the trustees would like the existing day nursery to remain, although it would have to pay a "reasonable" rent for the facilities.

**8.5.9 Recommendation:**

That the Executive chooses one of the following options:

Option 1: The Freeman Trust and Barnardos option be explored and a report brought back to a future meeting of the Executive containing details of a worked-up scheme. In the interim, a short term arrangement be agreed with the existing occupiers at a net rent of £ 10,800 pa.

Option 2: The centre be closed and sold for a capital receipt

Option 3: The centre be let on a 7 year lease to the trustees of the Gladstone Centre ( existing lead occupant ) for a *net* rent of £ 10,800 pa

## **8.6 KENSAL GREEN YOUTH & COMMUNITY CENTRE, HAZEL ROAD, KENSAL GREEN , NW10**

**8.6.1** The Executive will recall that the main part of old Kensal Green Community Centre was sold to an organisation known as Local Employment Access Projects (LEAP) two years ago for total refurbishment for LEAP's operational use ( Harriet Tubman House). LEAP specialises in teaching out of work and under privileged youth the necessary skills to obtain a job. The consideration to Brent in return for this sale was a new two storey community centre built by LEAP on the site of the two houses which formed part of the old centre. The new centre was completed last year and at present LEAP are managing the centre on behalf of the user groups. As this part of the building is owned by the Council it is proposed either to formalise this arrangement by granting a lease on the centre to LEAP or to consider an alternative option for the property.

**8.6.2** Should Members opt to grant a lease to LEAP the lease terms will reflect the range of activities being provided in the centre and the maximum rates that can be charged to various groups. LEAP propose that the centre be used for a diverse range of activities such as a playgroup, community church, yoga, residents meetings, aerobics etc.

**8.6.3** LEAP are currently charging £40 per hour for commercial activities i.e. any activities where the hirer charges fees, and £25 per hour for non-commercial use. These charges are too high for some of the community groups who used to use the old centre and so the Council will be looking for some concessionary hiring rates within the terms of any lease to LEAP.

### **8.6.4 Base Data**

- a) Officer's score : *not scored*
- b) Market value of property : See Appendix 1
- c) Rental value as a community centre : £ 14,000 pa
- d) Amount of grant or rent abatement towards the rent : to be agreed ( *will depend on pricing policy* )

### **8.6.5 Recommendation:**

**8.6.5.1** That the Executive notes that the main hall of the old centre has been refurbished as Harriet Tubman House, the new home for LEAP, with the houses to the side being demolished and in their place a new two storey community centre built.

**8.6.5.2** That the Executive chooses one of the following two options:

Option 1: to grant a lease to LEAP for a term of 7 years at a *net* rent to be agreed and to authorise the Manager, Corporate Property Services to agree the detailed terms of the lease including the net rent to be paid.

Option 2: to sell the centre with vacant possession for a capital receipt.

## **8.7 KINGFISHER COMMUNITY CENTRE, CREST ROAD, NEASDEN, NW2**

**8.7.1** This centre is a temporary timber framed classroom structure located within the grounds of Braintcroft Primary School. The property is built on a sloping site and hence has split levels inside which will make DDA compliance difficult. The centre is one of the smaller ones in size – area 241 sq m (2,594 sq ft). The structure is close to the end of its useful life and although Community Development spent monies last year on roof repairs, further repairs are required - costed conservatively at £ 12,168, with another £ 14,100 required for DDA works.

**8.7.2** The current lead tenants are the Trustees of the St. Kitts & Nevis Friendly Association who are holding over after their 5 year lease expired on 31 March 2002. The property is used as a pensioners' luncheon club, a church and on two or more nights a week a boxing club for 11 to 18 year olds.

**8.7.3** The lead tenants would like to renew their lease, preferably for a mid to long term in the hope of qualifying for capital grants from Sport England or the Amateur Boxing Association. However, beyond the short term, there may be a requirement to expand or redevelop all or part of Braintcroft Primary School, and the site of the community centre might be required for this purpose.

**8.7.4** The centre scores poorly in the officers' assessment.

**8.7.5 Base Data**

- a) Officers' score : 44
- b) Market value of property : see Appendix 1
- c) Rental value as a community centre : £ 6,000 pa
- d) Officers' recommended grant or rent abatement towards the rent:  
£ 5,400 pa

**8.7.6 Recommendation:**

That the Executive chooses from one of the following options:

Option 1: the lease to the Trustees of the St.Kitts & Nevis Friendly Association be renewed for a term of 7 years at a *net* rent of £ 600 pa. subject to a redevelopment clause if the premises are required for Braintcroft Primary School.

Option 2: the lease to the Trustees of the St.Kitts & Nevis Friendly Association be renewed for a term of 7 years at an initial net rent of £ 600 pa with provision for extension to 21 years if a bid for external grant funding is successful.

Option 3: the centre be merged with another youth centre and the site sold for a capital receipt.

Option 4: as Option 1 with proviso that in the event the redevelopment clause is exercised for substantial redevelopment of Braintcroft Primary School, then substitute youth & community facilities will be provided within the new development ( *Option promoted at Members' Briefing* ).

**8.8 KINGSBURY YOUTH & COMMUNITY CENTRE, 32a ETON GROVE, KINGSBURY, NW9**

**8.8.1** This centre is situated within the Eton Grove Open Space, next door to a dilapidated sports pavilion. The centre is one of the smaller ones in size, about 230 sq m (2,475 sq ft) and is of inferior construction. The building looks awful from the outside and in addition to redecoration a number of repairs are required. A DDA access audit is outstanding ( when attending the site a year ago the access auditor did not bother to gain entry as he thought the building was dilapidated and abandoned ). However, the present main occupier ( Day Nursery ) has subsequently redecorated the interior and the centre is quite presentable inside.

**8.8.2** There is no lease or agreement with the current occupiers of the centre. The late Mr Stone, when chairman of the Kingsbury Community



Association, refused to sign the 5 year lease when presented to him and his association. On his death, the lead occupier role was taken over by the Eton Nursery, an OFSTED registered Day Nursery with registration for 30 children at any one time : a total of 46 children currently attend this private nursery, paying “affordable” prices of £ 95 per week full time. At present the nursery does not pay any rent to the Council for use of the property and is under no obligation to do so until it signs a lease or agreement with the Council. Other usage of the centre is limited – a Greek Cypriot Youth Club one night a week, and Irish music on a Saturday.

**8.8.3** The centre scores poorly in the officers’ assessment.

**8.8.4** It is understood the nursery wishes to continue in occupation and take a lease from the Council.

**8.8.5** There are no other Council owned community centres nearby and facilities for the youth in the area are lacking.

**8.8.6** Base Data

- a) Officers’ score: 30
- b) Market Value of property : see Appendix 1
- c) Rental value as a community centre : £ 9,500 pa
- d) Officers’ recommended grant or rent abatement against the rent: £ 1,100 pa

**8.8.7** Recommendation :

That the Executive chooses one of the following options:

Option 1:the centre be let to Mrs Ritson’s Eton Nursery for a term of 7 years at a *net* rent of £ 8,400 pa.

Option 2:the centre be let to Mrs Ritson’s Eton Nursery for a term of 7 years at a *net* rent of £ 8,400 pa with provision to extend the lease to 21 years if a bid for external grant funding is successful.

Option 3: the centre be closed, the building be demolished and the site returned to the open space.

## **8.9 KINGS HALL COMMUNITY CENTRE, HARLESDEN ROAD, WILLES- DEN, NW10**

- 8.9.1** This centre is a detached two storey Victorian building of some 325 sq m in area ( 3,500 sq ft ), brick built under a pitched, slate covered roof and occupying a small corner plot with frontages to Kings Road and Harlesden Road. There is no car parking on site.
- 8.9.2** The external brick elevations have been painted with an oil based exterior paint and this peeling paint and spalling brickwork is unsightly. Although the interior of the building is presentable, damage to the upper floor from water ingress needs to be made good and repairs are required to the fabric, conservatively estimated at £ 31,000. In addition a spend of some £ 25,000 is required to make the centre DDA compliant.
- 8.9.3** The centre is well used and the centre's Management Committee operate a full programme of activities from the centre – as noted in the Appendix.
- 8.9.4** Of all the leased centres, this is probably the best managed. It is thus unfortunate that the state of the building falls short of the standard which the management deserves.
- 8.9.5** The centre scores well in the officer's assessment.
- 8.9.6** The centre's management have expressed a wish to renew their lease, which expired on 31 March 2002, and they are likely to be one of the centres which would like a longer term in order to qualify for grant funding.

### **8.9.7 Base Data**

- a) Officers' score : 66
- b) Market value of property : see Appendix 1
- c) Rental value as a community centre : £ 14,000 pa
- d) Officers' recommended grant or rent abatement towards the rent:  
£ 13,100 pa

### **8.9.8 Recommendation :**

That the Executive chooses one of the following options :

Option 1: The lease to the Trustees of the Kings Hall Community

Association be renewed for a term of 7 years at a *net* rent of £ 900 pa.

Option 2: The lease to the Trustees of the Kings Hall Community Association be renewed for a term of 7 years at a *net* rent of £ 900 pa with provision for extension to 21 years if a bid for external grant funding is successful.

Option 3: The centre be closed, the occupants relocated to another centre, and the building be sold for a capital receipt.

### **8.10 LEARIE CONSTANTINE COMMUNITY CENTRE, DUDDEN HILL LANE, WILLESDEN, NW10**

**8.10.1** In 1997 a 99 year lease of this building (whose area is 323 sq m or 3,476 sq ft ) was granted to the 'Learie Constantine West Indian Association' at a premium of £70,000, which was to be paid in 10 equal annual instalments. Unfortunately, the trustees were not able to make the payments due to the requirement to spend a substantial sum on the fabric of the property. Until recently, officers' attempts to negotiate a repayment plan with the trustees were unsuccessful but following recent meetings between the parties the trustees accept they have to pay off the debt within the life of the original payment plan if they are not to lose the centre through forfeiture.

#### **8.10.2 Base Data**

- a) Officers' score : not scored
- b) Market Value of property with vacant possession : see Appendix 1

#### **8.10.3 Recommendation:**

**8.10.3.1** That the Executive notes that officers are in negotiation with the trustees of the centre to recover the sum of £ 49,000 which represents back rental owing to the Council.

**8.10.3.2** That the Executive chooses one of the following three options:

Option 1: a) to instruct officers to agree a repayment plan with the trustees of the Learie Constantine Centre which recovers all the back rental owing to the Council within the period of the original stage payment plan viz by 31 March 2006 and to ensure the remaining 3 stage payments each of

£ 7,000 are paid on time on 01 April 2004, 01 April 2005 and 01 April 2006. The repayment plan to be agreed and signed by the Trustees within 4 calendar months of the date of this meeting.

b) in the event the trustees default on any payment having agreed a repayment plan with the Council, then the Executive authorises officers to take action as permitted by the lease to forfeit the lease and repossess the centre.

Option 2: to instruct officers to terminate any negotiations with the trustees of the Learie Constantine Centre and to take immediate action as permitted by the lease to forfeit the lease and repossess the centre and then sell it with vacant possession for a capital receipt.

Option 3: to repossess and re-let or re-allocate to another community group. (*Option promoted at Members' Briefing*)

## **8.11 MAHOGANY ARTS, 28 HIGH STREET, HARLESDEN, NW10**

**8.11.1** This was a Harlesden City Challenge project. The freehold of what was a semi-derelict property was acquired by Brent Council for £ 140,000 plus costs pursuant to a blight notice served by the owners on 31 January 1995. The property was identified by City Challenge as a suitable facility for a group known as Mahogany Arts Project for educational purposes.

**8.11.2** In February 1995 the Council agreed to grant a 99 year lease to Mahogany Arts Group Limited for a premium of £ 140,000 and at a peppercorn rent. The cost of the premium, and the £ 70,000 cost of refurbishing the property, was provided by City Challenge from DoE grant monies.

**8.11.3** The project has not been a success. Following a long drawn out contractual dispute with the builders appointed to refurbish the property and Amey Facilities Management over supervision of the works, which dispute Mahogany Arts lost, it is understood that Mahogany Arts put itself into administration in order to avoid the judgement debt.

**8.11.4** It appears that the same group of people who formerly operated as Mahogany Arts have remained in occupation of the premises – not paying any rent to the Council.

**8.11.5** The activities of the current occupiers are the same as those of Mahogany Arts.

**8.11.6** Recommendation

**8.11.6.1** That the Executive authorises the Manager, Corporate Property Services to review the occupational arrangements of the group which took over this property from the original long lessee whose venture failed.

**8.11.6.2** That the Executive instructs the Manager, Corporate Property Services in consultation with Brent Legal Services and Brent's Social Inclusion Unit to report back to the Executive at the October 2003 meeting with recommendations on the future occupation and disposal of the property.

**8.12** PAKISTAN COMMUNITY CENTRE, LENNON ROAD, WILLESDEN, NW2

**8.12.1** Although the historical background to this property is unclear it appears that around 1970 a community centre was built on a Council site that consisted of 0.324 acres. The property was built with Urban Programme funding. In 1981 the Council granted a licence of this site to the Trustees of the Pakistani Worker Association and it appears that the Council provided a loan or a grant towards the further development of the centre in the sum of £ 18,164 : this will be clarified by officers when the matter is reported back to the Executive at the October 2003 meeting.

**8.12.2** Legally, the Council owns the property and Corporate Property Services understands that the licensees have made representations to purchase the freehold of the property, as they would like to extend the building.

**8.12.3** As the Council has had no input into the running of this centre officers feel that a sale of the property is logical as long as the Association is prepared to pay a price which represents "best consideration" or, if Members wish to offer concessionary terms, then the consent of the Secretary of State will be required.

#### **8.12.4 Recommendation**

- 8.12.4.1** That the Executive notes the trustees of the Pakistani Worker Association appear never to have converted their licence into a long lease nor to have acquired from the Council the freehold interest in the site on which they built their centre.
- 8.12.4.2** That the Executive instructs the Manager, Corporate Property Services to further investigate the status of the existing arrangements and issues of the loan /grant and to report back to the October 2003 meeting of the Executive with recommendations.

#### **8.13 PRESTON & MALL COMMUNITY CENTRE, THE MALL, KENTON, HA3**

- 8.13.1** This building was formerly the pavilion to the Lilley & Skinner Sports Ground and was acquired by the Council twenty years ago for a community centre following the sale of the playing fields by the then owners, General Motors to Metropolitan Housing Trust for affordable housing ( the Wilson Drive development ).
- 8.13.2** The single storey building is constructed out of blockwork, rendered and painted externally with a pitched tiled roof to the main part of the building and flat roofs to the front and rear. The main pavilion building extends in area to approx. 310 sq m ( 3,337 sq ft ) and in addition there is another single storey building, currently used for storage, which was formerly an indoor rifle range. This outbuilding is approx. 190 sq m in area ( 2,045 sq ft ). Although vehicular access to the centre is via a narrow lane from the Mall, the centre has the benefit of a large site ( approx. 0.75 acres ) with car parking and space for outdoor functions in the summer.
- 8.13.3** The centre's Management Committee operates a successful pensioner's luncheon club on two days of the week and runs an informal social club in the evenings. Income is generated from bar receipts, a games machine, donations and the letting of the former rifle range – back to the Council's Education Service for file storage. This latter arrangement has recently ceased. No structured youth work takes place. Plans to extend the existing programme by (re)introducing a mums and toddlers club, a computer class and Elders Voice day care are on hold until the outcome of the Council's review of its leased centres is known.

**8.13.4** The centre's Management Committee wishes to renew its lease which expired on 31 March 2002.

**8.13.5** The centre scores fairly well in the officers' assessment.

**8.13.6** Base Data

- a) Officers' score : 62
- b) Market value of property : see Appendix 1
- c) Market value of outbuilding / former indoor rifle range: see Appendix 1
- d) Rental value as a community centre : £ 15,000 pa
- e) Officers' recommended grant or rent abatement towards rent: £ 14,100 pa

**8.13.7** Members may recall the Wembley Rifle Club used to have its indoor and outdoor ranges at Twyford Tip East, off the North Circular Road by what is now the new junction to Park Royal. The club had a lease from the Council, the owners of the tip, but following the Council's sale of the tip in March 1999 for commercial redevelopment, the new owners were able to obtain vacant possession of the site and require the club to vacate the site at the end of its lease in 2004– which it eventually did earlier this year having agreed a compensation package to vacate a year early.

**8.13.8** The Wembley Rifle Club has been located in the borough since 1908 and is one of the premier shooting clubs in Britain with an international reputation and Olympic standard members. On learning of the Council's decision to sell Twyford Tip, the then Sports Council expressed concern to Brent at the loss of the club's facility and even queried Brent's commitment to sport. Partly as a consequence of this the Council's then Policy & Resources Committee at its meeting on 29 March 1999 added an additional Recommendation to the report on the sale of the tip, as follows:

*We agree an additional recommendation 2.4 and instruct officers from the Council's Corporate Property Services Unit and the Sports Development Unit to assist the Wembley Rifle Club in the Club's search for suitable alternative premises before the expiry of the Club's lease in 2004.*

**8.13.9** Finding an alternative site has proved to be difficult. Post Dunblane, shooting clubs have become something of a pariah and are not everyone's concept of an ideal neighbour. Council sites such as John Billam and the ex-Chilcott nursery were all looked at but not progressed.

**8.13.10** The Wembley Rifle Club has now expressed an interest in the former indoor shooting range within the grounds of the Preston & Mall Youth & Community Centre – the building until recently used by Education Services for storage. The club would like to buy the building from the Council and rebuild it, with Fort Knox style security, as an indoor range. The club claims that noise would not be an issue as the structure would be sound proofed and cocooned. Brent's Planners have been approached on an informal basis for their initial views on a reversion to the former use, and although they expressed concern at the close proximity of the Wilson Drive residential estate – which was not built when the building was last used as an indoor range – they did not dismiss the concept out of hand.

**8.13.11** Should the indoor range be reopened, the Wembley Rifle Club would use the community facilities in the community centre and strengthen the financial position of the centre.

**8.13.12** This option is thus being put to the Executive for its consideration.

**8.13.13** Recommendation:

That the Executive chooses one of the following options :

Option 1: A lease on the entire premises be granted to the Preston & Mall Youth & Community Association for a term of 7 years at a *net* rent of £ 900 pa.

Option 2: A lease on the main building be granted to the Preston & Mall Youth & Community Association for a term of 7 years at a *net* rent of £ 900 pa. The outbuilding (ex-indoor shooting range) be sold on a 99 year lease to the Wembley Rifle Club for a premium as noted in Appendix 1 for use as an indoor shooting range *subject* to the Club obtaining planning consent for this use and *subject* to full local consultation and consultation with the police over the design of the proposed new range, its sound attenuation and security measures.

Option 3: As Option 1 with the provision to extend the lease to the Preston & Mall Youth & Community Association to 21 years if a bid for external grant funding is successful.

Option 4: The centre be closed, the buildings be demolished and the site be sold for affordable housing.

Option 5: grant a 99 year lease on the entire premises to the Preston &



Mall Youth & Community Association at a premium to be agreed, with permission for the Association to sub-let the outbuilding. (*Option promoted at Members' Briefing*).

Option 6: as Option 2 but the Council to let or sell the outbuilding to another appropriate community or sport based user. (*Option promoted at Members' Briefing*).

**8.14 ST. RAPHAELS COMMUNITY CENTRE, RAINSBOROUGH CLOSE, ST. RAPHAELS, NW10**

**8.14.1** This is one of the newer centres and, unlike most of the others, was purpose built as a community centre at the time the St.Raphaels housing estate was developed. The single storey building contains good open spaces for community activities plus usual ancillary facilities and storage space. Overall the building extends in area to approx. 514 sq m ( 5,533 sq ft ). The property enjoys the use of a basketball court and car parking area plus access to the surrounding public open space.

**8.14.2** Although the building is only twenty years old the fabric has suffered from a lack of maintenance and the backlog of repairs needs to be addressed. In addition, works are required to make the building DDA compliant. Although some of the repairs were undertaken during the last financial year, some £ 35,000 of repairs and DDA works remain outstanding.

**8.14.3** Since the Afri-Caribbean People's Organisation (ACPO) took over the lead tenant role from the first lead tenant, the programme of activities has been extended. A pensioners club meets four days a week, youth sessions take place twice a week, drama classes twice a week and a Saturday school. A mother and toddlers club is planned and in conjunction with Brent Youth Service, additional youth work is being considered.

**8.14.4** A year ago the Council's St.Raphael's and Brentfield Neighbourhood Renewal Team took office space in the centre and their rent goes towards the running costs of the centre.

**8.14.5** Last year ACPO and the centre's three basketball teams - Panthers, Amazons and Wolverines (PAWS), working with Brent's Social Inclusion Unit, were successful in attracting £ 100,000 of grant money from Sport England's Lotto fund for spending on the St.Raphaels sports facilities.

**8.14.6** Although ACPO's lease does not expire until December 2004, they have already asked for a long term lease to qualify for additional grant funding to spend on further improvements to the centre.

**8.14.7** The centre scored the highest in the officers' assessment.

**8.14.8** Base Data

- a) Officers' score : 81
- b) Market value : see Appendix 1
- c) Rental value as a community centre : £ 28,000 pa
- d) Officers' recommended grant or rent abatement towards rent: £ 26,800 pa

**8.14.9** Recommendation

That the Executive chooses one of the following options:

Option 1: On the expiry of the existing lease to the Trustees of the Afri-Caribbean People's Organisation to renew the lease for a term of 7 years at a *net* rent of £ 1,200 pa.

Option 2: To grant a variation to the existing lease now to convert the lease to a term of 21 years *subject to* a successful bid for external grant funding.

Option 3: To close the centre and sell it for a capital receipt.

**8.15** TOKYNGTON COMMUNITY CENTRE, ST MICHAELS AVENUE, WEMBLEY, HA9

**8.15.1** This centre was sold in January 1998 on a 99 year lease from 1997 to the Trustees of New Life Christian Centre.

**8.15.2** To date the trustees have kept up with their stage payments with only two payments now remaining.

**8.15.3** There are no issues requiring a Members' decision.

**8.15.4** Recommendation

That the Executive notes that this centre was sold on a long lease in January 1998 to the Trustees of New Life Christian Centre who, to date, have paid the stage payments towards their purchase price.

**8.16 WEMBLEY YOUTH & COMMUNITY CENTRE, LONDON ROAD, WEMBLEY, HA9**

**8.16.1** This centre comprises two linked single storey brick and mostly timber structures originally built as a cricket pavilion some sixty years ago for what are now the playing fields to Copland Community School. The buildings, total area about 470 sq m ( 5,069 sq ft ), provide two halls / community areas, one of which is used as a gym, the other a day centre, with usual ancillary space.

**8.16.2** The structures are showing their age and some repairs are required and works needed to make the buildings DDA compliant.

**8.16.3** The Trustees of the Divine Youth Association, the lead tenant to the lease which expired on 31 March 2002, relinquished the lead tenant role and effectively terminated the lease. Other community users stayed on in the building and at present the lead occupier is Dr Lynda Eribo and her company Franklyn Lodge Residential Care Services Limited. Dr Eribo operates a day care centre from the property and it is understood she has a contract with Brent Social Services for day care placements for Brent residents. Dr Eribo is not paying rent for the space she uses – she is not obliged to until she signs a lease or an agreement with the Council - but she has invested money on some basic repairs and in improving the decorative state of the interior of the centre, which is now quite presentable.

**8.16.4** The centre is well used in the weekday evenings and at weekends as a youth facility with trained youth workers in attendance. During the last year funding of £ 150,000 was secured for the youth programmes run from the centre from the Wembley Single Regeneration Budget Round 6 with a further £ 70,000 for the current year. In addition to the organised youth activities, at well established cycling club uses the centre on two evenings per week.

**8.16.5** Dr Eribo would like to formalise her occupation of the building by becoming the lead tenant on a lease from the Council.

**8.16.6** The centre has a low officer score overall although the youth activities element scored very highly.

#### **8.16.7** Base Data

- a) Officers' score : 51
- b) Market value of property :see Appendix 1
- c) Rental value as a community centre : £ 15,000 pa
- d) Officers' recommended grant or rent abatement towards rent: £ 6,000 pa

**8.16.8** The centre looks out over the Copland School playing fields : infact, both this centre and the Dennis Jackson Centre just to the south encroach into the playing fields, thus reducing the usable playing area and causing the playing area to be an irregular shape.

**8.16.9** There are plans to completely rebuild Copland School and fund the rebuild with enabling high rise residential development on what is currently the footprint of the existing school. The new school buildings will be built behind the residential development and will encroach into the playing fields and reduce the area of playing fields. To compensate for this loss and keep within the *DfEE* and Sport England standards for playing fields for secondary schools, the sites of the Wembley and Dennis Jackson centres will need to be incorporated into the playing fields.

**8.16.10** The Planning Inspector in her report on Brent's Replacement UDP - planning policy WEM 30 – recommended that the siting of the replacement school facilities should not result in the loss of playing fields south of the public footpath ( *which crosses the site just south of St. Josephs RC Junior School* ). By Incorporating the sites of the two centres, the net loss would be 9.3 %. Without the sites, the loss would be 16.2 %.

**8.16.11** The Wembley Y & C Centre plays an important role in providing youth facilities for this part of the borough. The client base is Afro-Caribbean and Caucasian, whereas the Dennis Jackson Centre's users and user groups are mostly Indian. Both centres have their own youth and community programmes and it is unlikely the centres could be shared.

**8.16.12** Discussions are ongoing with Copland School and their consultants over the provision of replacement facilities within the new school development for both the Wembley Centre and the Dennis Jackson Centre. The school is aware that some dedicated facilities would be required plus access to the new sporting and community facilities.

**8.16.13** Given the age and condition of both the existing youth centres and the broader benefits to be gained from a rebuilt secondary school, the option of selling the Wembley Centre and the Council's residual freehold interest in the Dennis Jackson Centre to the Governors of Copland School in return for suitable replacement facilities is being included amongst the Options for this centre.

**8.16.14** Recommendation :

Option 1: In the event the proposals for the rebuilding of Copland School with enabling development obtain planning permission and the development proceeds, the centre be sold to the Governors of Copland Community School for the site to be incorporated into the playing fields of the school, in exchange for the provision of dedicated facilities in the new school complex for the youth & community programme plus access to the school's new indoor sports and leisure facilities, all to the value of the existing centre. In the interim, a short term arrangement be agreed with Dr Eribo's company, Franklyn Lodge Residential Care Services Limited, at a net rent of £ 9,000 pa.

Option 2: The centre be let on a lease of 7 years to Dr Eribo's company, Franklyn Lodge Residential Care Services Limited, for a day care centre and as lead tenant on behalf of the youth and community users, at a net rent of £ 9,000 pa.

Option 3: The existing buildings be demolished and the centre be rebuilt as a state-of-the-art youth and community facility.

Option 4: Close and sell.

**9.0** MEMBERS' BRIEFING

**9.1** A below-the-line version of this report was taken to a Members' Briefing on the evening of 07 August 2003. 25 Councillors with representation from all three political parties attended the Briefing and participated in a

general discussion on the options for the 16 centres. A summary of the Briefing will be provided at the meeting of this Executive. At the request of Members, the report is now being taken “above-the-line”, with confidential information included in a separate “below-the-line” Appendix – Appendix 1.

## **10.0 BACKGROUND INFORMATION**

Reports to :

Youth & Community & Continuing Education Sub-Cttee. 05-12-95  
Youth & Community & Continuing Education Sub-Cttee. 01-08-96  
Youth & Community & Continuing Education Sub-Cttee. 24-09-96  
Youth & Community & Continuing Education Sub-Cttee. 13-11-96  
Youth & Community & Continuing Education Sub-Cttee. 19-02-97  
Land & Buildings Sub-Cttee. 06-12-95  
Land & Buildings Sub-Cttee. 12-02-97  
Education, Arts & Libraries Cttee. 14-10-96  
Education, Arts & Libraries Cttee. 12-12-96  
Policy & Resources Cttee. 11-07-94  
Policy & Resources Cttee. 25-09-96  
Youth Service Sub-Cttee. 15-09-99  
Financial Management Sub-Cttee. 08-12-98  
Financial Management Sub-Cttee. 23-09-99  
Corporate Deciding Cttee. 13-02-02

Youth & Community Building & Service Quality Survey, 30-07-96  
Defect Inspection of Various Community Centres by  
Sanderson Townend & Gilbert, Sept. 2002

DDA Access Audits, by Amey Property Consulting : 2001 & 2002

Youth & Community Files  
Youth Service Files

Members wishing to inspect any of the above should contact:

Corporate Property Services  
Town Hall Annexe  
Forty Lane  
Wembley  
MIDDLESEX HA9 9EZ

Youth & Voluntary Sector  
Support Service  
Bridge Park Centre  
Brentfield, Harrow Road  
LONDON NW10 0RG

Attn. Marcus Perry  
020-8937-1330

Attn. Elizabeth Rand-Greaves  
020-8937-3690