



<b>Subject:</b>	Renewal of Licence to Use Agreement with Grow
<b>Date:</b>	8 <sup>th</sup> November 2016
<b>Reporting Officer:</b>	Nigel Grimshaw, Director City & Neighbourhood Services Department
<b>Contact Officer:</b>	Rose Crozier, Assistant Director City & Neighbourhood Services Department Stephen Walker, Portfolio and Programme Manager

<b>Is this report restricted?</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<b>Is the decision eligible for Call-in?</b>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

<b>1.0</b>	<b>Purpose of Report or Summary of main Issues</b>
1.1	The purpose of this report is to seek approval from the Committee to renew the Licence to Use with Grow in relation to land at Waterworks Park.
<b>2.0</b>	<b>Recommendations</b>
2.1	The Committee is asked to: <ul style="list-style-type: none"> <li>note the report and agree to renew the Licence to Use agreement with Grow in relation to the provision of a community garden within Waterworks Park for a period of 2 years and;</li> <li>agree to confer delegated authority to the Director of City and Neighbourhood Services to extend the agreement for up to a further 3 years subject to review and the Director's satisfaction that the project remains sustainable.</li> </ul>
<b>3.0</b>	<b>Main report</b>
3.1	The Committee is reminded that the Council has permitted Grow to use land at Waterworks Park to provide a community garden. This arrangement has been in place since 2010. The existing Licence to Use (Appendix 1 and 2) agreement terminates on 31 <sup>st</sup> December 2016. Grow has secured new funding from the Rank Foundation, this funding

	<p>has been in place since January 2016 and will continue for a further 2 years until December 2018.</p>
3.2	<p>The existing Licence to Use is predicated on current funding from Big Lottery. Members will be aware that in entering agreements it is necessary for Council to satisfy itself that the terms and conditions of the funding do not place an undue burden on the Council or its assets. It is therefore practice to establish agreements which reflect the terms and conditions of funding and protect the Council and its assets.</p>
3.3	<p>In discussions with Grow, they have sought additional security of tenure over and above the term of the funding. Grow has also highlighted that as an organisation they would wish to seek and secure additional funding from other organisations. Grow has therefore requested additional 'comfort' in relation to security of tenure. Officers have reviewed the request and are content to recommend to Committee that we enter into an agreement with Grow for a further two years in line with the current funding secured from the Rank Foundation and that we agree to up to a further 3 years subject to review and satisfaction that the project remains sustainable. It is proposed that the Director be given delegated authority in this regard.</p>
3.4	<p>Members are asked to note that representatives from Grow made a short presentation to the North Area Working Group. Grow's Director attended the meeting together with a number of volunteers who all attested to the personal benefit they had achieved through the involvement with the Project. At the meeting Grow's Director sought a lease from the Council. This matter was subsequently discussed with the Grow's Chairperson and another member of the Board following which it was agreed that the Licence to Use afforded them the necessary security of tenure and also minimised the management and maintenance liability to the organisation enabling it to focus on the community garden.</p>
3.5	<p>At the area working group meeting Grow's Director also referred to an additional piece of land adjacent to the Community Garden. This matter was also subsequently discussed with the Chair and member of the Board. It was agreed that Grow would make further representation to the Council at a later date regarding the additional land at which time a variation to the boundary map would be considered.</p>
3.6	<p><u>Financial &amp; Resource Implications</u> There are no additional financial implications at this time.</p>

3.7	<u>Equality or Good Relations Implications</u> There are no Equality Implications
<b>4.0</b>	<b>Appendices – Documents Attached</b>
4.1	Appendix 1 – Existing Licence to Use Agreement Appendix 2 – Existing boundary map

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