



Business Plan 2020-2025
June 2020

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1. Executive Summary

- 1.2 This Business Plan makes the case for a sustainable transfer of St. Oswald's Church and Hall¹ in Bruntsfield, Edinburgh to local community ownership.
- 1.3 Bruntsfield St. Oswald's has been established as a collaboration between Bruntsfield Primary School (BPS) Parent Council and a local charity, the Eric Liddell Centre (ELC).² Initially functioning from 2018 as a voluntary group, and having successfully established the feasibility of the project, we are now a company limited by guarantee and plan to operate with charitable status once fully operational.
- 1.4 We will trade to deliver positive social impacts in the community of the catchment of BPS. We will generate income from the provision of pre- and after-school childcare, rental of our large spaces to local community groups, and potentially from Festival lets which are aligned to our mission.
- 1.5 We will also offer space to BPS for arts, sports and other activities. Currently constrained in its General Purpose (GP) space, as identified in the recent Education Scotland inspection of the school (see <https://education.gov.scot/education-scotland/inspection-reports/reports-page/?id=1791>), its Head Teacher, Carol Kyle, is supportive of exploring this avenue and has written a statement of support (Appendix 1). Given the new

¹ Asset No. 354, Boroughmuir High School Annex (St. Oswald's), 41 Montpelier Park, Edinburgh EH10 4NH

² Eric Liddell Centre is a charity based in Bruntsfield providing a range of dementia day care services as well as event space for local activities.

and pressing requirement to introduce physical distancing measures for children on their return to school due to COVID19, we will aim to expedite our plans so that we can make this space available as quickly as possible.

- 1.6 We will operate with sensitivity towards our immediate neighbours and to those in the wider community. We will lead, where possible, in terms of optimising the environmental impact of running a historic building of this scale.
- 1.7 Our vision is to bring St. Oswald's back to life as a vibrant venue for the local community. Our research has identified a multitude of activities and benefits across the strata of community interests, which are noted in the table below:

Identified need	Rationale	Benefits
Pre- & after-school care (Wrap around care)	Evidence of significant unmet need and over subscription to current services.	Facilitates earlier return to work or increase in working capacity for parents without impacting negatively on children.
Extra-curricular clubs (e.g. choir, fencing, badminton, homework, art)	Established demand from BPS clubs	Provides a rich fabric of learning experiences and personal development that improves well-being.
Complement existing community hub at ELC	ELC's existing compartmentalised space is largely over capacity, with specific need for large spaces for gatherings and performances	Helps promote community-based preventative care service, tackles loneliness, and creates opportunity for greater intergenerational interaction, engendering empathy, understanding and social cohesion.
General purpose education space (art, music, drama, dance, etc)	BPS is significantly over capacity, with no respite anticipated, and has lost most of its general-purpose space to classroom creation.	Clear developmental benefit to pupils, improving wellbeing, resilience and life chances.

Youth club opportunity	There is little provision in the local community for youths	Helping to root youngsters in the community, especially as they migrate to Boroughmuir High School, promoting social cohesion and mitigating risk of antisocial behaviour.
Community groups (e.g. Scouts, yoga, dance, etc.)	Evidence of a lack of suitable large spaces for a variety of community groups	Promotes opportunity for all in the community, enhancing engagement and interaction, improving life outcomes.
Festival lets and rehearsal space	Recent approaches have been rebuffed due to the state of the building	Productions which are sympathetic to our community-led aim could offer significant revenue potential in a limited period when many other groups would typically have lower usage patterns.

Table 1: Table illustrating how CAT of St. Oswald's Hall will fill the gap in services and thereby benefit the local community

1.8 A survey by Cushman and Wakefield³ (16 July 2019, Appendix 2) was jointly instructed with CEC which established a market value of £465,000. We believe the transfer value of the property to be significantly lower, and make an offer of £200,000. The working around this reduction is shown in the table below, and detailed justification for the differences are illustrated in Section 9.

(PTO)

³ Cushman and Wakefield, One Edinburgh Quay, 133 Fountainbridge, Edinburgh. See www.cushmanwakefield.com

Building	
Survey valuation at July 2019	£465,000
Survey methodology adjustment	-£57,660
Dilapidation	-£40,734
Building net worth	£366,606
Social value	
3 FTEs and 20 sessional staff	£102,000
Income for tutors running adult/child classes	£15,000
Parents able to return to work	£40,000
Improved social cohesion and reduced isolation	£10,000
Extension of social care provision	£5,000
Voluntary opportunities, improved social skills, reduced antisocial behaviour	£0
Total social value	£172,000
Purchase value (Net worth – social value)	£194,000
<u>OFFER PRICE</u>	<u>£200,000</u>

Table 2: Table illustrating the rationale for the offer value for St. Oswald's

- 1.9 We have been working closely with Alison Crook at the Scottish Land Fund and will be submitting a formal application to fund the purchase of the building shortly.
- 1.10 Significant assessment of the work required in bringing the building back in to use for the benefit of the community has been conducted. We have looked at this from a number of angles including aspirational development without limit of funding in addition to a more pragmatic economic approach driven by likely funding availability.
- 1.11 Professional advice has been sought on an architectural and engineering basis from GLM. Whilst the amount of money that could be spent on such a potentially iconic building is significant, we recognise our responsibility to

acquire and refurbish the building in an economically and, therefore, civically responsible manner.

- 1.12 GLM's report (Appendix 3) demonstrates that the plan for the building is realistic, competitive and sustainable. The initial phase of works (years 0-1) is budgeted at £0.46m pre VAT. A more detailed breakdown is presented below in Section 9.
- 1.13 Part of this estimate relates to an extension which provides access and linkages between St. Oswald's and BPS. Given the overcapacity and rising rolls in the school population and resultant reduction in GP space, our aspiration is that CEC would help in meeting part of these costs in return for access to more abundant GP space for Bruntsfield pupils. We realise that capital budgets are under intense pressure, and so we hope this could be agreed as a form of revenue commitment which we could capitalise.
- 1.14 We have petitioned Alistair Gaw, Executive Director Families & Communities, and Andy Gray, Head of Education, on this matter in a detailed letter of 22 May 2020 (Appendix 4).
- 1.15 We have developed a funding strategy to raise the balance from other governmental and grant-making organisations as well as tapping a rich vein of local entrepreneurs and benefactors, and engaging in typical fundraising activities. Both BPS and ELC have significant experience in fundraising for capital projects. We aim to run the fundraising initiatives alongside the CAT transfer process. We are exploring options to raise debt against the building, whilst maintaining a sustainable financial profile. Discussions with Triodos bank are underway. The project meets with their mission and values and the bank is assessing the funding that could be provided based on the business plan and cash flows with a view to providing an indicative lending offer.

1.16 We have developed a detailed and robust revenue model which will deliver a modest surplus in the first year of operation, as summarised in the table below:

	Year 1	Year 2 *
	Apr 2022 – Mar 2023	Apr 2023 – Mar-2024
CHILDCARE		
Income		
Breakfast club	£44,460	£49,400
After school (M-T)	£307,800	£342,000
After school (F)	£112,388	£124,875
Holiday club (Easter, Half Terms only)	£25,000	£25,000
TOTAL	£489,648	£541,275
Staff Costs	£(277,569)	£(309,844)
Other Costs	£(140,081)	£(156,370)
CHILDCARE SURPLUS	£71,997	£75,061
Event Hire Revenue	£36,453	£46,835
Contribution to building	£(75,000)	£(75,000)
SURPLUS FROM OPERATIONS	£33,450	£46,896

Table 3: Summary of revenue model, illustrating modest surplus in Year 1. *Full run rate capacity achieved by Year 2

1.17 The bulk of the revenue and a significant proportion of the surplus generated is derived from the provision of childcare services, pre- and post-school, and incorporating modest holiday care. We have taken particular care to research this aspect of the model, given its significance, undertaking a separate survey to reconfirm the level of underlying demand, but especially to establish pricing thresholds for the service.

- 1.18 Wrap around care provision is oversubscribed in the Edinburgh South area with providers Kidzcare⁴, Skool Is Out⁵ and Kidscene⁶ at the Royal Blind School all oversubscribed and running large waiting lists. Surveys of BPS parents show that this is the single biggest issue facing parents and limiting their working hours. Onsite provision at BPS is limited to 90 places for a roll of 600 children. Roll predictions for the school suggest that the roll will remain at this level for the foreseeable future.⁷
- 1.19 We conducted an online survey of BPS parents in October 2019 to ascertain demand and pricing boundaries for wrap around childcare. This received 119 responses with 93% giving overwhelming support to the provision of childcare within the building and 79% willing to pay above current providers' rates. We are cognisant of the difficulty of establishing and running a high-quality childcare operation, in a heavily regulated field. However, we have engaged with the Care Inspectorate who conducted an initial site visit and found no issues of major concern.
- 1.20 We intend to engage with at least three leading local childcare providers during the CAT process to see if they would be willing to work with us to run the facility. If not, we will take it on ourselves, and our plan allows for this. Furthermore, we believe there could be operational synergies with the existing childcare operations put out to tender by the Parent Council at BPS.

⁴<https://www.kidzcare.org/>

⁵<https://www.skoolisout.com/>

⁶<https://www.royalblind.org/child-care>

⁷<https://www.edinburgh.gov.uk/downloads/file/22447/primary-school-roll-projections>

- 1.21 Essentially, we are confident that demand is not an issue and that there is a strong indicated willingness to pay to secure quality local childcare; we believe we can provide the supply to solve this equation in a sustainable fashion.
- 1.22 Further revenue generation comes from letting space to local community groups, e.g. exercise classes for the elderly, support for carers of those with Alzheimer's, choirs and other musical activities, who are all currently limited by access to suitable space. We have assumed rental levels in line with local services and used conservative occupancy rates, both benchmarked against real experience over the past five years at ELC.
- 1.23 We have not included any potential revenue from Festival lets, running a café or any such other activities, which would all be accretive.
- 1.24 The cost side of the revenue model is borne of research across a number of similar local historic buildings and crucially includes an annual contribution to a sinking fund for ongoing maintenance of the property over the next 10 plus years.
- 1.25 As a key member of the Bruntsfield St. Oswald's initiative, ELC brings a long track record of successfully delivering and managing community services from a similar historic church building. This experience of dealing with all aspects of the attendant stewardship will prove highly beneficial to our cause. We also envisage a number of synergies in the management of the building emerging between Bruntsfield St. Oswald's and ELC, to mutual benefit. These are not reflected in the financial projections, and so offer potential upside to the forecasts.
- 1.26 A successful CAT of St. Oswald's at the proposed level, restoring a historic building, which had always been designed for community use, back to health

as a vibrant focal point for the locality would represent a positive outcome for all the stakeholders in Bruntsfield. The social and economic benefits are wide ranging and compelling.

2. Timeline

2.1 The timeline below shows key milestones to date and a future schedule of activity to bring the building into use in April 2022:

(PTO)

BRUNTSFIELD ST. OSWALD'S



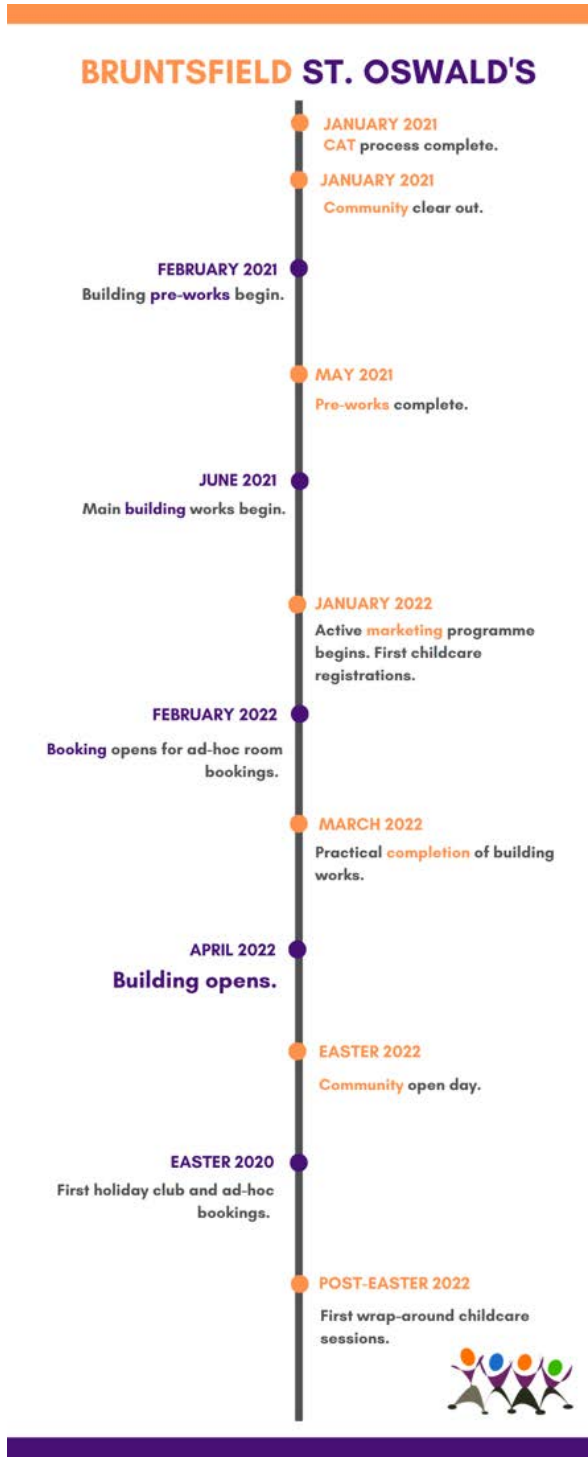


Figure 1: Timelines of key milestones achieved and schedule for future activities

3. Expediting the Plan in Light of COVID-19

- 3.1 This business plan was put together prior to the COVID-19 global pandemic.
- 3.2 Current guidance from the Scottish Government in their Strategic Framework for Reopening Schools⁸ and the Education Recover Group states that ‘local authorities and school management should maximise the capacity for learning through innovative approaches such as:
- a. The potential to expand the 'learning estate' by e.g.: the use of outside space or halls; repurposing other parts of the public estate, including libraries, community halls, leisure centres, etc.; using stadia or conference venues; and/or taking short-term leases of vacant business accommodation. All of these approaches will need to be subject to appropriate risk assessments and health and safety assessments/modifications.’
- 3.3 We initially approached Robbie Crockatt, Learning Estate Manager on 18 May 2020 regarding the potential for the St. Oswald’s buildings to be used to supplement the space for Bruntsfield Primary School. At the time, the education recovery plan was in its early stages and we were advised that we needed to wait but that any long-term use was a decision for school management.

⁸ <https://www.gov.scot/publications/excellent-equity-during-covid-19-pandemic-strategic-framework-reopening-schools-early-learning-childcare-provision-scotland/pages/6/>

- 3.4 Although little information was available, the Bruntsfield St. Oswald's team opted to examine ways in which the plans for the building could be expedited to provide additional GP space for BPS.
- 3.5 Although St. Oswald's is not connected to BPS, the properties share a boundary wall and, therefore, access could be created which would allow pupils to move between buildings without having to leave the premises.
- 3.6 Following discussions with the Head Teacher, Carol Kyle, we petitioned Alistair Gaw, Executive Director Families & Communities, and Andy Gray, Head of Education, on this matter in a detailed letter of 22 May 2020. We received a response from Crawford McGhie, Senior Manager – Estates and Operational Support on 11 June 2020, stating that it was too early to say whether there will be a requirement for space outside of BPS's grounds, and if there is, what form that additional requirement will take. He also confirmed that Communities & Families would not be in a position to make a revenue commitment at this stage, but also noted 'the situation...is clearly very fluid and we will continue to review the position as things develop over the next days, weeks and months.' (See Appendix 4).
- 3.7 In considering this expedited plan, the timeline could be shortened, as illustrated below:
- (PTO)

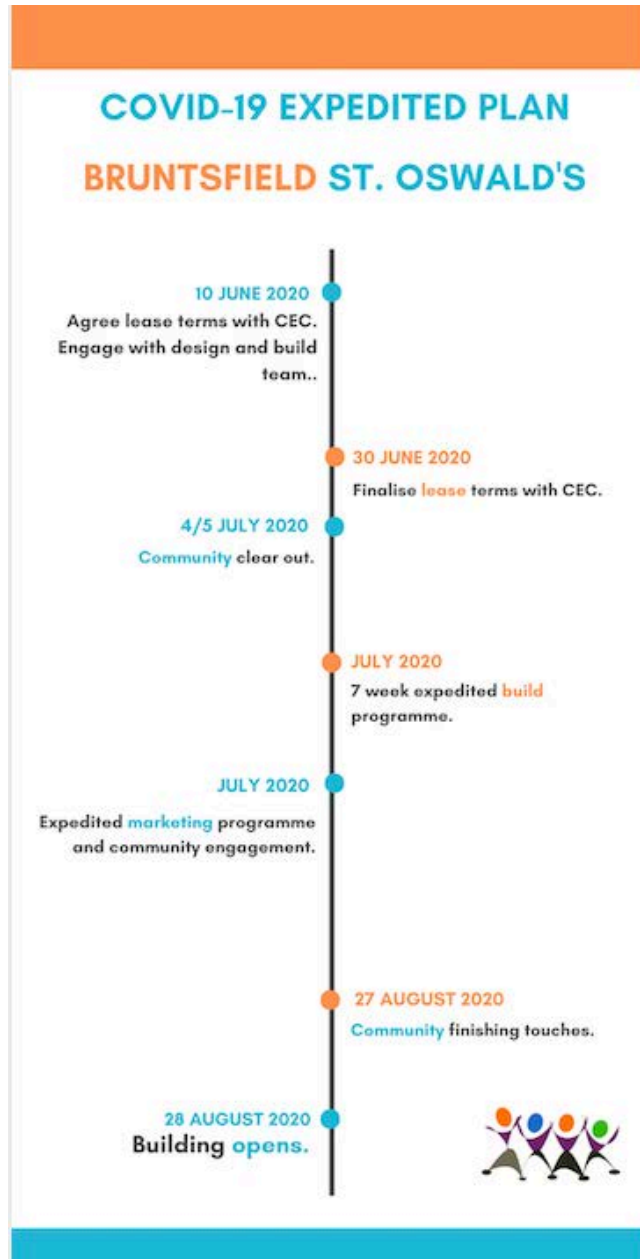


Figure 2: Expedited plan for St. Oswald's in light of the pandemic

4. Bruntsfield & St. Oswald's

- 4.1 With a population of approximately 6,175, Bruntsfield sits to the south east of Edinburgh City Centre between the areas of Morningside, Fountainbridge, Marchmont and Merchiston. The immediate vicinity includes residential, business and commercial land uses.
- 4.2 Although on the surface Bruntsfield is a thriving part of the city, it suffers from a chronic lack of childcare for primary school aged children meaning many parents are unable to work or extend their working hours as they would wish. There are a limited number of community venues suitable for activities for young people, meaning antisocial behaviour is rising. Increasingly, loneliness and isolation are issues for the elderly in the community.
- 4.3 St. Oswald's Church and Hall is a Category B listed, disused building complex located in Bruntsfield, Edinburgh at the corner of Montpelier and Montpelier Park, adjacent to BPS. Built in 1900 and designed by Edinburgh architect Henry F. Kerr, the building sits within the Marchmont, Meadows and Bruntsfield Conservation Area. It has most recently been used as an annex for BHS although it has since stood empty for over two years.



Figure 4: Photographs of St. Oswald's Hall in 2019

- 4.4 An opportunity has arisen to bring the building back into use and provide a community benefit for residents of the Bruntsfield area through the transfer of St. Oswald's from the CEC to Bruntsfield St. Oswald's via a CAT.

5. Background and Bruntsfield St. Oswald's Team

- 5.1 Bruntsfield St. Oswald's is a collaboration between the ELC and BPS Parent Council, both of which have a shared interest in the use of Oswald's Hall to develop the provision of facilities, activities and services for the local community.
- 5.2 The Parent Council at BPS has a strong record of voluntary organisation, running significant after-school clubs and fundraising activities, generating an annual turnover of c. £125k.
- 5.3 ELC is a core feature of the local community, with a long and successful history of acquiring, renovating, and managing a historic building, and of fundraising to satisfy local demand for services, particularly for the elderly and those suffering from dementia.
- 5.4 We have established ourselves as a company limited by guarantee and will in due course apply for charitable status, ahead of becoming fully operational.
- 5.5 The team is made up of a strong and talented group of local volunteers with complementary skill sets in order to deliver this project and set it on a sustainable future. We intend to expand the team accordingly as we run up to launch.
- 5.6 Biographies of the team members are noted below:

a. **Chair: David Urch**

David is a UK equity investment manager with 24 years' experience of managing segregated pension funds, retail funds and family office accounts at leading firms such as Mercury Asset Management and Fidelity International. He founded and led an investment boutique in 2009, adding all the attendant requirements for setting up and managing the business to his direct investment expertise. In a voluntary capacity, he recently completed two three-year terms as a Trustee of the Corra Foundation (formerly the Lloyds TSB Foundation for Scotland). In addition to sitting on the main Board, he sat on the Finance and Investment Committee, helping to set, propose and monitor budgets and overseeing the management of c. £25m of investment assets. He was also a member of the Options Appraisal Committee responsible for crafting the strategy of the Foundation for presentation to the Board for approval. He continues to serve as a co-opted member of the Finance & Investment Committee. He was also heavily involved in the Parent Council at BPS, culminating in two one-year terms as Chair, which he stepped down from in September 2019.

b. **Treasurer: Euan Haggerty**

Euan is the Group Finance Director of the Cruden Group, one of Scotland's largest development and construction groups. He is a Chartered Accountant and Corporate Treasurer with significant experience of financial control in a corporate environment. He has a background in operational financial management within the property industry and financial services as well as significant corporate finance experience. He is also a Trustee of Who Cares? Scotland, a registered charity working with care-experienced young people and care leavers across Scotland, and awarded UK Charity of the Year 2018 at the Charity Awards UK for Campaigning & Advocacy.

c. **Communications & Engagement: Karen Galloway**

Karen is an experienced communication executive working with over 20 years' experience in commercial and trade organisations specifically in the international food sector. She has an MBA in collaborative marketing from Edinburgh University. Karen is a Trustee of the Seafood School at Billingsgate, a charity focused on food education in London. She is currently the Chair of the Parent Council at BPS, having previously served as Communications Officer (2017-18) and Vice-Chair (2018-19). BPS Parent Council is acknowledged as a leader in communication with over 90% of parents agreeing their activities are "good" or "very good" in the latest Education Scotland Inspection (January 2020). Karen is Freeman of the City of London and a Liverman of the Worshipful Company of Fishmongers.

d. **Secretary: Katy Hayne**

Katy moved from postdoctoral chemistry research to the education sector and has been a secondary school chemistry teacher for 20 years. This involves exam and coursework marking for the SQA and also work with the Education Division of the Royal Society of Chemistry. Katy has been involved in BPC for several years and has helped organise and run numerous fundraising events.

e. **John Macmillan** is Chief Executive Officer of the Eric Liddell Centre. John has a detailed experience of community development, working with individuals, groups and communities, along with an in-depth knowledge of funding streams, service, staff and project management. He has also recently been appointed to the non-executive role of Trustee with the Scottish Commission for Learning Disability and is passionate about making a difference to the lives and circumstances of individuals, groups

and communities. John has previous experience as an Associate Inspector of Education with HMIE, is presently a member of the Chartered Management Institute and the Institute of Fundraising. He is a former musician and qualified ski instructor, basketball and football coach. John's remit at the ELC is to lead the charity, promote its presence at the heart of the local community, maintain and expand the portfolio of services on offer and to support the Board in delivering the Eric Liddell Centre vision and strategic priorities.

- f. **Fayaz S Alibhai** pursued a BSc in Psychology (Honors) and a BA in Religion (Honors) at the University of Florida, followed by an MSc in Social Anthropology at University College London. He has a PhD in Islamic and Middle Eastern Studies from the University of Edinburgh. A Research Associate at The Institute of Ismaili Studies, he co-ordinates the Ismaili Heritage Project, which aims to document and conserve the built and other heritage of a global community of Shia Muslims.

6. Vision and Objectives

- 6.1 Our vision is to bring St. Oswald's back to life and create a vibrant venue for the local community.
- 6.2 The project seeks to balance the needs for the appropriate restoration of the buildings whilst ensuring future operational sustainability and effective community use, addressing in particular the needs of children, young people and families, and the elderly in the area.
- 6.3 A number of objectives, as follows, were established to identify a desirable outcome for St. Oswald's:

- a. To secure the future local ownership of St. Oswald's
- b. To achieve a financially sustainable outcome
- c. To provide a benefit to the communities of Bruntsfield through the provision of educational, social and wellbeing opportunities
- d. To ensure complementarity between the ELC and St. Oswald's
- e. To provide a community and social use for local school children and their families and ensure a complementarity of operation between St. Oswald's and BPS
- f. To ensure maximum consideration of local residents by minimising disruption and providing opportunities for involvement.

6.4 These objectives were tested against the most desirable options identified through our Community Consultation for the use of St. Oswald's. Mapping on successfully, this process provided confidence as to the desirability, value and viability of the project.

6.5 The opportunity presented by St. Oswald's as a community hub will benefit more than just BPS children. Through the running of youth-focused activities such as Scouts and Guides, we will be able to attract children from adjacent schools and education establishments such as:

- Bruntsfield Primary School
- Boroughmuir High School
- Bruntsfield Community Nursery
- Holy Corner Playgroup
- James Gillespie's Primary School
- James Gillespie's High School
- Tollcross Primary School
- South Morningside Primary School
- George Watson's College
- Edinburgh Napier University
- Steiner School

- 6.6 In addition to providing a resource for children and young people, Bruntsfield St. Oswald's will offer
- a. affordable, hourly, community space for clubs and activities for all members of the community, providing opportunities for workshops and classes addressing health, wellbeing, education, and social isolation for diverse and multigenerational groups.
 - b. additional capacity for ELC to provide services to the elderly, particularly those suffering from dementia, disabilities, loneliness, and issues around mental health and well-being.

7. Community Consultation

- 7.1 The first discussions around the potential of a community purchase of St. Oswald's took place around October 2018. During this time the BPS Parent Council made contact with ELC and initial idea generation was held amongst a small group. This was then taken to the Parent Forum at BPS in February 2019 where approval was sought to pursue the opportunity. Local informal consultations and idea generation provided confidence to embark on a formal options appraisal for the building.
- 7.2 The first community consultation meeting was held in late February 2019 at the Eric Liddell Centre and was attended by over 80 local residents. At this meeting, people were asked to give their ideas on how the space could be used, the outputs of which are summarised in the word cloud shown below.



Open meeting

**25 FEBRUARY • 7.30PM TO 9PM •
ERIC LIDDELL CENTRE**



Bruntsfield St Oswald's
COMMUNITY CONSULTATION

Discover

Hear about the proposal to acquire St Oswald's to be owned and run by the community.

Brainstorm

How best to use the buildings? What would you like to see them used for? How could we use St Oswald's to strengthen our community and provide activities for everyone?

Contribute

Exchange views and meet the team over a glass of wine.



@bfieldstoswalds



Figure 5: Flyer advertising Community Consultation in February 2019

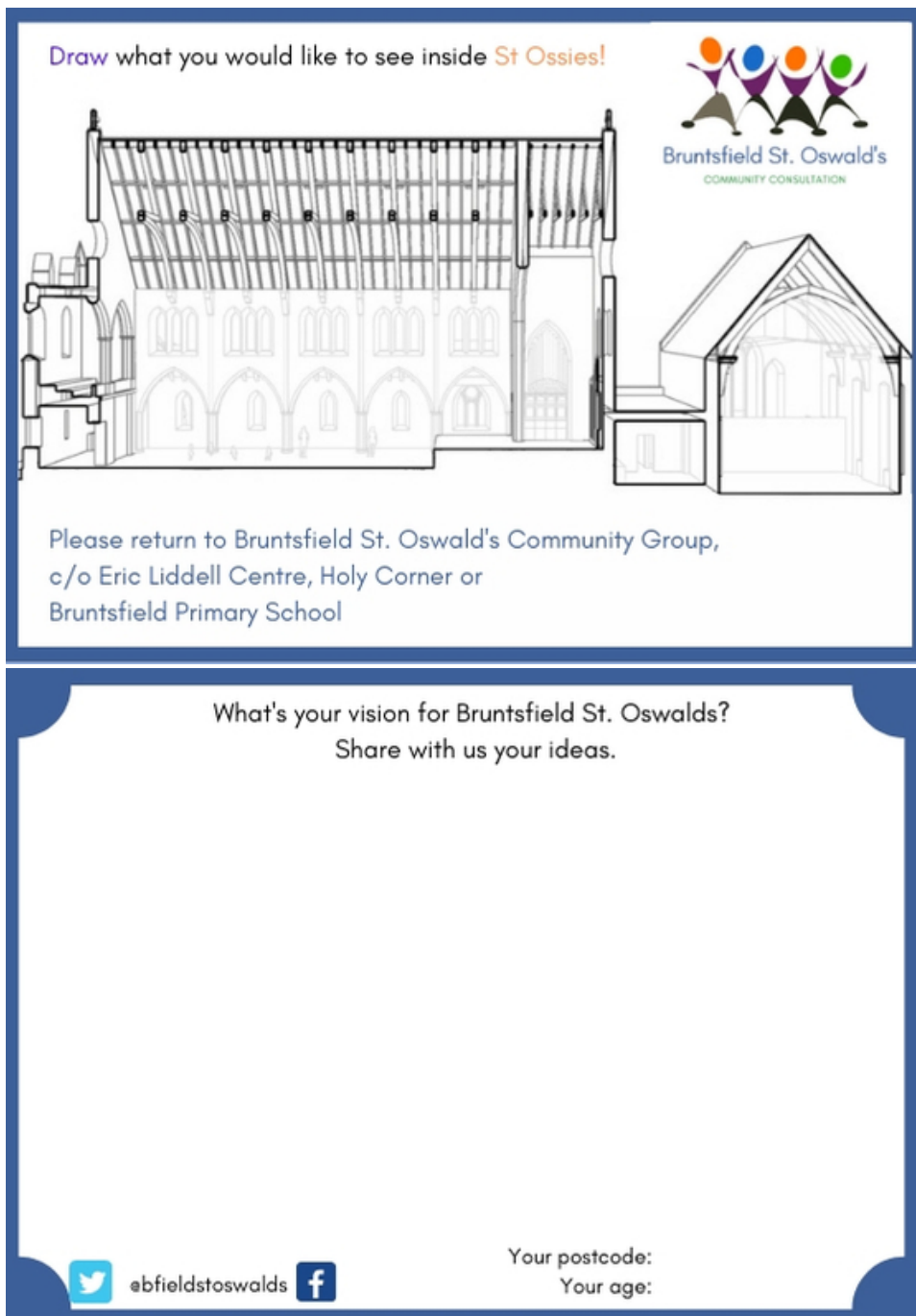


Figure 7: Postcards soliciting ideas from children for the use of St. Oswald's Church and Hall

7.4 In May 2019 an options appraisal was conducted, through a combination of desk-based research and community and stakeholder consultation, to establish

a range of potential uses for St. Oswald's. This 'longlist' was distilled to determine a 'shortlist' following further consultation with the local community and key stakeholders. The shortlist included consideration of the potential architectural interventions, their scope, scale and cost. Each option was then assessed on its deliverability, desirability and sustainability to reveal the optimal model of use.

7.5 The following longlist of potential uses were identified. Taking into consideration the vision and objectives for the study, these were separated into potential 'core' uses, which had an identifiable community benefit, and 'supporting' uses which, whilst not having a direct community benefit, would nevertheless serve to ensure a financially sustainable case for St. Oswald's and the potential development of community use(s). The options were intentionally broad at this stage to allow for a wider assessment of the desires of the local community and key stakeholders.

7.6 The core uses identified were:

- a. Families and young people: Development of a place for after school clubs and wrap around care, exercise classes, parent and baby classes, craft fairs, creative workshops, youth spaces
- b. Wider community use: Development of spaces for room hire, exhibitions, museums, soup kitchen, craft fair and exercise classes
- c. Sports development: Development of sports facilities such as badminton, tennis, climbing wall, gym classes and equipment, and spaces for rental for yoga, dance, etc.

- d. Education and training: Development of uses such as library, study and revision spaces, training facilities and creative spaces
- e. Events venue: Development of a venue for cultural and business events such as theatre, live music, festival shows, conferences, art exhibitions.

7.7 The supporting uses identified were:

- a. Residential: private flats for sale or rent
- b. Hospitality: café, restaurant, bar, wedding venue
- c. Business: office space, studios, hot desks
- d. Retail: permanent or pop-up shopping

7.8 A drop-in community consultation event was held at the ELC on 28 May 2019 from 2.00pm – 8.00pm in order to understand the preferences of the local community with regard to the above uses, and to ascertain any concerns and requirements of local residents and potential future users of the Hall. This was supplemented with an online survey. Further feedback was additionally gathered at the BPS Summer Fete on 1 June 2019.

7.9 Each event had a number of large boards with introductory information setting the building in its context, introducing the project, and setting out potential 'core' and 'supporting' uses for feedback and comment (see Appendix 5).

7.10 Levels of participation and engagement were particularly high for this type of consultation event with approximately 90 people attending and a further 111 completing the online survey.

7.11 Participants generally represented a wide age range, from children and young adults to retirees. A large majority of these were parents of BPS with their children, although other groups were represented at the event including local residents, regular users of the ELC, local council members, business-owners, and ex-users and staff of St. Oswald's. Dwell time was particularly high, with many staying for up to an hour to discuss thoughts, preferences and proposals for the building with the team and other members of the community.

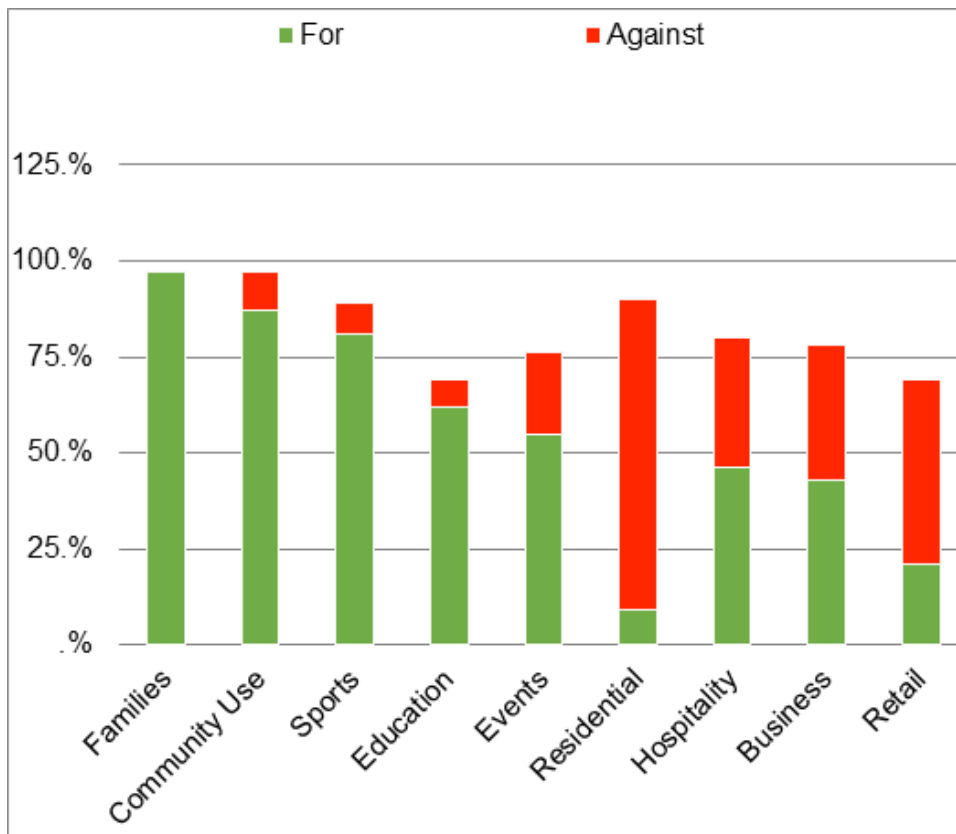


Figure 8: Summary of responses from community consultation in May 2019 for proposed use of St. Oswald's

- 7.12 The full analysis of the response to the core and supporting options are provided in Appendix 6.
- 7.13 The overriding opinion, conveyed almost unanimously, was that St. Oswald's Hall should be brought back into use for the community and be open and accessible 'for all'. In general, participants acknowledged the scale of the building and the opportunity to have a mixed-use option to ensure financial viability. Private and commercial income generating uses were, therefore, supported as long as community use remained the focus.
- 7.14 As demonstrated by the above graph, the mood was strongly against any private redevelopment of St. Oswald's Hall with a general view that this would place undue pressure on already oversubscribed local services.
- 7.15 The use of St. Oswald's Hall as additional space for BPS, and other local primary schools, was highlighted by attendees as a key opportunity to address the oversubscribed nature of the school (currently by ~200 pupils) and increase space for after school and breakfast clubs, extra-curricular activities, and study and learning spaces.
- 7.16 The use of the Hall for sports was generally well supported with activities such as badminton, tennis, fitness classes and football mentioned amongst others. There were some concerns voiced on the number of existing local resources for sports in the area as well as the 'Edinburgh Leisure funding crisis'. Overall, however, attendees were receptive to sports use as long as it remained 'for the community'.
- 7.17 A number of attendees, when asked about the use of St. Oswald's for young people and children specifically, were keen to see uses and activities for elderly people alongside and incorporated into those for young people and children. It

was felt that intergenerational activities could help to improve the health and wellbeing of Bruntsfield's older population particularly as a 'safe space for older people to meet up and socialise' and to 'help rebuild contacts and reduce isolation'. Activities and classes for dementia patients were highlighted as a possible use to support the elderly. In light of physical distancing measures necessitated by the pandemic, and thinking ahead to the resumption of a new normal in the long term, the availability of St. Oswald's as a space for safe and meaningful intergenerational contact will become even more vital to tackle issues of isolation, loneliness and mental health.

- 7.18 Health and wellbeing was raised a number of times by consultees as a particular focus for use. Key services for Special Education Needs (SEN) children were highlighted as particularly lacking in Bruntsfield with BPS currently taking children to The Yard at Stockbridge to use their sensory rooms. Other suggestions included spaces for child disability support groups and mental health support groups.
- 7.19 Other participants expressed a desire to maintain a large space for music events, rehearsals, dances, private hire, conferences and other group activities, particularly given the lack of large spaces at the ELC and the lack of affordable provision of community space in the local area. The stage and rig were also mentioned as an asset which should be maintained for events use.
- 7.20 Some consultees, however, had concerns over the use of St. Oswald's for events, particularly late-night events, due to the possibility of noise disturbance, lack of suitable parking and lack of suitable access points for goods/delivery services. A number of nearby residents on Montpellier Park and Montpellier expressed worry at the impact that late night events might have on their quality

of life, especially given restrictions on installing UPVC windows as a result of being located in the Marchmont, Meadows and Bruntsfield Conservation Area.

- 7.21 A number of residents who were accepting, and indeed supportive, of the need to develop St. Oswald's did, however, express a concern that due consideration of their needs would not be taken into account. Thought, therefore, would need to be given on the types of events and late-night uses suitable for the Hall if this use were to be taken forward as the preferred, or an element of the preferred, option.
- 7.22 In general, consultees were strongly against developing the building for residential use, expressing concern over the pressure this would place on local services. Consultees were strongly against the private use of the Hall for retail, but were keen to support local 'pop-up' shops which could tie into wider community use (e.g. craft fairs).
- 7.23 The potential to provide care services for approximately 100 children was identified during the hours of 7.30am – 9.00am and 3.30pm – 6.00pm. St. Oswald's Hall could accommodate numbers greater than this. The main Hall achieves and indeed would exceed the minimum space standards set by the Care Inspectorate for 'play and movement' of 2.3m² per child.
- 7.24 There is a presumption within this option that any childcare services are not being provided with dedicated fixed play equipment, nor the building outfitted with child-specific decoration and fittings. This is to maintain the potential for use of the space by the wider community outside of the core childcare use hours. However, this would require more substantial storage space.
- 7.25 There was strong feedback that new childcare facilities should include an area for preparing and consuming meals. We envisage this space having a more

domestic 'home kitchen' character, rather than that of a commercial catering facility.

- 7.26 Mixing childcare and use by the general public would require robust safety and access control measures to all parts of the building where children may be present, in line with Care Inspectorate guidance.
- 7.27 Care Inspectorate standards require sanitary provision at a ratio of 1:10, equating to a minimum of 10 WCs for this proposed use. Sanitary accommodation used by children must be private and protected from use by other members of the public or staff. Staff numbers are assumed to be up to 5, requiring only 1 staff WC. If the building is also to support wider community use, then sanitary and other facilities would have to be carefully designed to cater for use by small children and adults alike, without inefficient duplication of resources.
- 7.28 There is an aspiration to retain the use of either the Main Hall or Small Hall spaces as multi-functional gathering space. These uses could range from physical activities such as yoga sessions to craft fairs and musical performances. Space(s) would be hired out to outside groups. It was agreed that performance-style events should still be possible, so any changes to the interior layout should not prohibit this.
- 7.29 Nominal maximum capacities for both Hall spaces were calculated based on a ratio of 0.5 persons per m² of usable floor area for a temporary, seated, performance-style event, derived from section 2.9.2 of Scottish Building Standards Technical Handbook.

Main Hall = 350 people

Small Hall = 170 people

7.30 If a new extended gallery were installed within the Main Hall, this could push the assembly capacity up towards 500 people. However, this would introduce the scheme with significant new vertical circulation and servicing requirements that may not be practicable.

7.31 This extensive consultation culminated in the appointment of GLM, leading to the design and refurbishment plans detailed in the following section.

8. Design & Refurbishment

8.1 The design has been centred around ensuring that flexible space is created that can accommodate a range of activities consistent with our objectives and the needs of the community.

8.2 The design process has been led by GLM, whose Outline Design Document is included as Appendix 3.

(PTO)

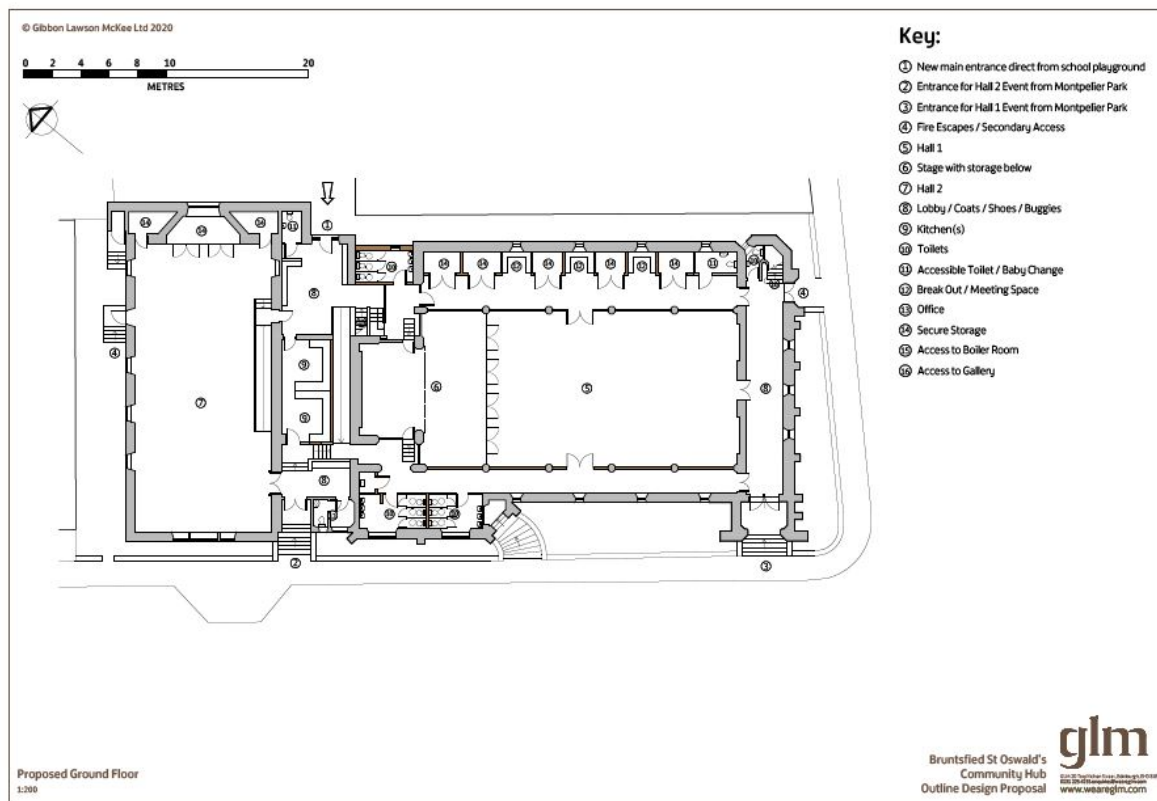


Figure 9: Proposed ground floor plan for St. Oswald's drawn up by GLM

8.3 We have taken a pragmatic approach to the proposed alterations, working very much with the grain of the building, thus minimising the physical intervention required.

8.4 St. Oswald's Hall is a Category B Listed Building, within a conservation area. As such, it merits a careful and sensitive approach when it comes to making alterations, doing as much as is needed and as little as possible. We are looking to conserve or put back the main halls to their original configuration.

8.5 The design aims to deliver a building that is fit for purpose, welcoming and practical that can start to meet the community's need and generate income

relatively quickly and cost effectively. We have been frugal in our approach whilst trying to create spaces that will be pleasant and enjoyable to use. This proposal is about leveraging the outstanding inherent qualities of the existing buildings through logical, efficient space planning.

- 8.6 The main asset of this property is its two large halls which have the potential for a wide range of activities. The design allows for the two halls to be used independently or at the same time should the need or opportunities arise.
- 8.7 Level or ramped access through the property has been incorporated in the design, with the circulation of the elderly, disabled and parents with children in mind.
- 8.8 A key element of any building, creating flexible space for multiple users, is the provision of abundant secure and independent storage for equipment, which is incorporated in the design.
- 8.9 The existing property has numerous access points which is ideal in allowing flexibility of use, especially in terms of multiple users at any one time. In addition to those already existing, the design proposes to include a new access point along the east elevation which can link through directly to the school playground. This new access will be into the core of the building thus providing direct access to both halls.
- 8.10 Toilet provision is essential and the design incorporates these without compromising space planning. The design intent has been to include toilets in 'left over spaces' following on from organising the main spaces and circulation to give the benefit of having toilets within easy reach of all areas of the building.

- 8.11 Locating the kitchen in the core of the building gives the flexibility for serving both halls. It has been designed in a way that it can be used solely for a large single event or two smaller events in each hall.
- 8.12 We will lead, where possible, in terms of optimising the environmental impact of running a historic building of this scale. Initial consultation has been taken with Antoine Reguis, Research Associate and PhD Candidate at Edinburgh Napier University regarding the best strategy and the potential to use of the building as a test case for a best in class environmental implementation and study.

9. Capital Costs: Purchase & Refurbishment

- 9.1 **Purchase:** As detailed in the Executive Summary above the Business Plan is predicated on acquiring the building for a purchase price of £200,000 based on a discount to the Cushman & Wakefield valuation (2019) of £465,000 to take in to account sensitivities in the valuation methodology, further dilapidation since the building was valued (and last occupied), and the social value created for the community by the proposed operations of the building.
- 9.2 The purchase price offered is lower than the survey value for the following reasons:
- a. In reaching their valuation, Cushman & Wakefield cite two property transactions where they estimate the value per square foot at £43.80 and £98.03 (£80 GIA), taking a level of £50 per sq ft and applying it to an estimated floor plan of St. Oswald's. Due to the deterioration in the property market in recent months, we believe a more appropriate yardstick for the valuation is at the bottom of the surveyor's established range. Taking £43.80 per sq ft reduces the survey value by £57,660 to £407,340.

- b. Further dilapidation since the survey was conducted needs to be reflected in the price offered. From the recent visit with GLM in February 2020, significant further deterioration of the fabric of the building is in evidence, with signs of more water ingress and rising damp in particular. Given the timescales involved, it will be at least another seven months before we are able to take possession of the building and carry out remedial works to halt further deterioration. As such, we believe it is appropriate to reduce the price offered by another ten percent, further reducing the survey value by £40,734 to £366,606.
- c. Social impact assessment suggests a value of £172,000 per annum over the next ten years. This figure is a composite of £102,000 for the creation of 3 FTEs and 20 sessional positions, £15,000 for additional teaching opportunities, £40,000 for parents returning to work or increasing their working hours, £10,000 for improved social cohesion and reduced isolation, and £5,000 for the extension of social care provision. Deducting the total social impact assessment of £172,000 results in a total value of £194,606.

9.3 We have rounded this up to an offered purchase price of £200,000.

9.4 **Supporting factors:** The listed building is a liability to CEC. It is dilapidating and incurring running costs to CEC to make it secure, wind-, and watertight.

- a. The building is of historic significance and the renovation costs required for its rehabilitation and reuse will be substantial. The more monies that can be allocated and utilised for this purpose, instead of for its purchase, the more sympathetic its restoration, and the more powerful its benefit to the community.

b. It is an investment of clear, and generationally enduring value. Both St. Oswald's and Bruntsfield Primary School are owned by the CEC. The latter is oversubscribed and lacking in space for children to learn and grow. The proposed transfer enables a win-win outcome such that BPS can take advantage of what is currently a derelict building that can be sensitively restored and repurposed for use by the school and wider community.

- 9.5 **Refurbishment:** Significant effort has been spent on assessing the work required in bringing the building back into use for a value adding community benefit. We have looked at this from a number of angles including aspirational development without limit of funding, in addition to a more pragmatic economic approach driven by likely funding availability. Professional advice has been sought on an architectural and engineering basis and whilst the amount of money that could be spent on such an iconic building is significant, we recognise our responsibility to acquire and refurbish the building in an economically and, therefore, civically responsible manner.
- 9.6 An initial plan was not considered viable on the basis of cost and as such the committee obtained additional funds in order to complete a further exercise, led by GLM, to provide a plan that was pragmatic, deliverable and economically viable, and that we are confident will be fundable.
- 9.7 GLM's report (Appendix 3) demonstrates that the plan for the building is realistic, competitive and sustainable.
- 9.8 An initial budget of £0.46m (exclusive of VAT) has been set as a realistic target, backed up by GLM's report, which sets out the development of the building and the works required to bring it back in to operational use for the benefit of the community.

9.9 The works have been split into 3 categories:

- a. Immediate 0-1 Years: estimate of the cost to bring the building into working order based on the proposed alterations - £463,000
- b. Medium term 2-5 Years: non-immediate/essential works that will enhance the building as a proposed community facility - £496,000
- c. Longer term 5-10 Years: longer term estimate the works that will ultimately be required - £263,000.

10. Fundraising Plan

10.1 We have built a fundraising plan based on a number of sources to include the following:

(PTO)

Fundraising source	Anticipated Amounts	Notes
Revenue commitments		
CEC	£40,000 - £95,000 pa	Five-year revenue commitment towards access to general purpose space to underpin income security in business plan and assist fundability In addition, waiver of planning fees, document preparation (e.g. planning permission, building warrant and listed building consent)
Capital funding, grants and contributions		
Scottish Land Fund	£200,000	Funding of initial purchase price
Bank funding	£250,000 (est)	Initial discussions with Triodos bank underway
Grant makers	£150,000 - £200,000	Key bodies being identified and applications to be processed.
National Charities / Charitable Trusts	£40,000 - £60,000	Key bodies identified and applications to be processed.
Other government agencies		
<ul style="list-style-type: none"> • Scotland's Energy Efficiency Programme (SEEP) • SLF 	<p>£10,000 - £20,000</p> <p>£50,000</p>	<p>e.g. low energy LED lighting, air source heating system, upgraded windows, roof lighting/windows, and insulation</p> <p>Contribution toward professional fees. Also includes year one insurance and contribution to initial remedial works</p>
Benefactors	£25,000 - £50,000	Select individuals, entrepreneurs, businesses are being identified
Traditional fundraising	£35,000 - £50,000	Initiatives such as buy-a-brick, plant-a-tree, plaques
Total	£760,000 - £880,000	
<i>Future development (discretionary)</i>	<i>£750,000</i>	<i>Funded by operating surplus, further available grants and additional fundraising initiatives</i>

Table 4: Table illustrating sources of funding and anticipated amounts

11. Revenue Model

11.1 The following table summarises the revenue model for operating St. Oswald's, showing the run-rate income position (fully operational) and the first year's operational cash flows that build towards full operating capacity

	Year 1	Year 2 *
	Apr 2022 – Mar 2023	Apr 2023 – Mar-2024
CHILDCARE		
Income		
Breakfast club	£44,460	£49,400
After school (M-T)	£307,800	£342,000
After school (F)	£112,388	£124,875
Holiday club (Easter, Half Terms only)	£25,000	£25,000
TOTAL	£489,648	£541,275
Staff Costs	£(277,569)	£(309,844)
Other Costs	£(140,081)	£(156,370)
CHILDCARE SURPLUS	£71,997	£75,061
Event Hire Revenue	£36,453	£46,835
Contribution to building	£(75,000)	£(75,000)
SURPLUS FROM OPERATIONS	£33,450	£46,896

Table 5: Summary of revenue model, illustrating modest surplus in Year 1. *Full run rate capacity achieved by Year 2

11.2 It should be noted that income generation is dominated by term time and that cash balances will fluctuate over the course of a calendar year with a reduction during holidays particularly the summer.

11.3 The full revenue model and associated project cash flows, to include the capital costs, are included as Appendix 7.

11.4 Our business plan has a number of sources of income and potential for additional income streams.

- 11.5 The dominant source of income is through providing wrap around childcare services as detailed in the attached revenue model. It should, however, be noted that there are substantial costs associated with running such an operation and as such the net contribution of this activity to the overall running costs of the building is proportionate to that generated from other activities.
- 11.6 The business plan is underpinned by childcare operations providing before and after school care in order to provide a service that allows parents of school age children to actively participate in the City's economy as part of Edinburgh's varied and diverse workforce.
- 11.7 Through BPS Parent Council we have significant experience in running after school clubs (annually turning over more than £100,000) and understand the wrap around childcare market through our partnership with Kidzcare. More importantly, we are directly aware of the strain on this service. Local providers Kidzcare, Skool Is Out, and Kidscene have all closed their waiting lists for new families (although not for siblings of those currently attending) and these waiting lists are known to be of the order c. 75 for each.
- 11.8 The business plan also includes a proportionate net contribution to the building's running costs from the hiring of events space – community groups, children's parties, dance classes, etc.
- 11.9 There are other potential sources of income that have not yet been included in the business plan modelling. These would be an upside to the financial position currently presented. These include Festival lets (on an appropriate basis, sensitive to immediate neighbours) and income from the provision of additional GP space to the school during school hours.

- 11.10 With respect to Festival lets, St. Oswald's would be an excellent facility to provide rehearsal space as opposed to another public-facing venue. In terms of the provision of GP space to the school, we believe this would be particularly welcome in light of the inspection findings noted above, but also due to the increased physical distancing which is likely to be required in response to COVID-19 for an extended period.
- 11.11 The business plan presented shows the building as being financially sustainable once operational, with the potential to expand the sources and level of income generated. Any additional income could be used to accelerate the second phase of refurbishment works proposed by GLM (as per sections 8 and 9 above).
- 11.12 The Business Plan is thoroughly researched and stress tested, and so we think it is highly unlikely that we will not be able to operate sustainably, even if certain aspects of the plan do not flow exactly as anticipated.
- 11.13 In particular, significant due diligence has been conducted, by way of a number of surveys, to establish the level of demand for wrap around childcare and, crucially, the willingness of respondents to pay particular price points for this service.
- 11.14 Event hire rates and occupancy assumptions have also been heavily stress-tested, particularly against a real five-year history of experience at ELC.
- 11.15 Furthermore, the financial model does not capture revenue opportunity from Festival lets or other feasible activities, such as the provision of GP space to CEC for local pupils, which we expect to offer upside to our base case, and which could offer mitigation in the event that any of the forecast revenue streams fell short.

11.16 We have also given considerable thought to the costs of service provision and running the building. Costs of service have been benchmarked against other commercial operators whilst the running costs of the building have been benchmarked against ELC and sense-checked by a consultancy with material experience of working with similar operations in large historic buildings.

Building Costs - Estimate of Running Costs		£
Main Hall		
	Lifestyle maintenance	11,484
	Reactive maintenance	6,930
	Security, waste and cleaning	7,326
	Utilities	9,108
Small Hall		
	Lifestyle maintenance	5,887
	Reactive maintenance	3,553
	Security, waste and cleaning	3,756
	Utilities	4,669
Ancillary Spaces		
	Lifestyle maintenance	3,596
	Reactive maintenance	2,170
	Security, waste and cleaning	2,294
	Utilities	2,852
Sinking Fund		
		11,375
Total Costs		75,000

Table 6: Estimated Running Costs for St. Oswald's

11.17 Finally, the plan allows for an annual contribution to a sinking fund (£11,375, as detailed in the table above), which could be diverted from long-term renovation projects to meet short term cash flow requirements in the event of an operational hiatus.

11.18 **Sensitivities:** The revenue model also includes 3 sensitivities in order to stress test the financial outcomes of the childcare operations:

- a. Increased staff costs – increase playworker rates from £10 per hour to £12 per hour, reducing the forecast annual surplus from £46,896 to £12,576
- b. Increased rates charged for childcare – increase rates charged by 10% increasing the forecast annual surplus from £46,896 to £101,023
- c. Reduced utilisation – reducing income and associated variable costs by 20% for a lower utilisation of the services provided reducing the forecast annual surplus from £46,896 to £8,305

12. Governance

12.1 Bruntsfield St. Oswald's is a Company Limited by Guarantee, Company Number SC660400, and will apply to OSCR for charitable status. Our Articles of Association can be found as Appendix 8.

12.2 Our structure is a membership structure with a Board of Directors who shall manage the company, elected and informed by the Membership. There are three categories of membership – Ordinary, Associate, and Junior – with the Ordinary Members being resident in the community and eligible to join the Board, and with voting rights at General Meetings. Members will be drawn from the local community and all parts of that community will be accessed to create a representative membership.

12.3 The ability to join as an Associate Member allows local organisations to support this project. The ability to join as a Junior Member also allows younger people to get involved and have input into the project.

12.4 The majority of the Board of Directors will be drawn from the Membership, which will provide skilled personnel. The membership criteria of being resident

in the community means we will have a diversity of people with enthusiasm, time, and skills to draw our Directors from. The Articles also allow for Appointed and Co-opted Directors to join the Board if particular skills are required for the project.

12.5 Regular Board meetings will be held to manage the day-to-day business of the company. An annual general meeting will be held to update members on the company's activities and to elect the Board.

13. Risks

13.1 We have identified a number of risks within this project and they are shown in our risk register below together with actions to assist in their mitigation.

(PTO)

Risk	Impact / Likelihood	Mitigation / Controls
Difficulty securing capital	Unable to acquire building or complete renovations LOW	Budget used for acquisition and refurbishment based on professional advice Positive discussions with potential funders including SLF
Development costs higher than expected	Funding gap LOW	Professional advice sought from experienced advisers Contingency included in budgets
BPS/CEC do not want space for school GP	Base case business plan does not include BPS/CEC revenue stream VERY LOW	Base case business plan does not include BPS/CEC revenue stream This would provide an upside to the business plan
Demand for childcare services lower than forecast	Reduced income Viability studies have assessed demand LOW	Business plan includes downside sensitivities that show operation of building still at break-even
Neighbour objection and complaints	Delay in planning process Involvement of authorities to investigate complaints Delay in refurbishment and opening LOW	Early and ongoing engagement with immediate neighbours Sympathetic working practices during refurbishment and operation of the building
Loss of key personnel	Loss of expertise and knowledge LOW	Current committee dedicated to success of project with mix of skills Data/information stored on Cloud so no single point of failure re personnel.
Lack of local interest	Reduced income Viability studies have confirmed local interest LOW	Ongoing community engagement Significant enhanced by current coronavirus pandemic and impact on education
Insufficient funds to manage cash flow	Negative cash flow from operations MEDIUM	Business plan includes downside sensitivities
Loss of key partner	Loss of funding/expertise Reduced community engagement LOW	Current partner organisations committed – BPS/ELC Ensure future partners appropriate and legally contracted where possible
Building requires more maintenance than was expected	Funding gap Time delays MEDIUM	Professional advice sought from experienced advisers Contingency included in budgets Further work will be completed to verify costs and budget numbers prior to commencement of works

Table 7: Table illustrating the impact and likelihood of risks and mechanisms for their mitigation

14. Helping Deliver CEC Commitments

14.1 In developing this business plan, the Bruntsfield St. Oswald's team has been cognisant of the City of Edinburgh Council Commitments and believe that the proposed CAT of St. Oswald's contributes towards these.

CEC Commitment	Bruntsfield St. Oswald's contribution to achieving this
<p>[2.] Create the conditions for businesses to thrive. Invest in supporting businesses, social enterprise, training in hi-tech, creative and other key sectors including co-operatives. Help link business with young people to ensure the workforce of the future is guaranteed work, training or education on leaving school</p>	<p>Bruntsfield St. Oswald's will establish a new business focused on delivering high quality wrap around school care and allow existing local businesses (yoga, art, language and sports) access to cost-effective space rental.</p>
<p>[3.] Work with the business community to grow the number of Living Wage employers year on year</p>	<p>Bruntsfield St. Oswald's will be a Living Wage employer</p>
<p>[10.] Ensure that Council policies on planning, licensing and sale of Council land give substantial weight to the needs of residents while still encouraging business and tourism</p>	<p>Bruntsfield St. Oswald's is a positive response to the needs of the local Bruntsfield community who have a strong desire for a community resource over a commercial or residential development.</p>
<p>[29.] Improve and protect access to additional languages and music tuition and encourage more children and young people to gain vital skills in construction, engineering, digital technology, maths and science</p>	<p>The space created in St. Oswald's will provide capacity for individual and group music tuition and is hoped will create a digital garage suite for young people to develop their skills.</p>
<p>[33.] Make early years' provision more flexible to fit families' needs and provide additional resources to families in difficulty so that no children are educationally disadvantaged when they start formal schooling</p>	<p>The childcare provision developed at St. Oswald's will be based on a fully flexible model to allow increased provision responsive to the needs of families.</p>

<p>[35.] Improve access to library services and community centres making them more digital, and delivering them in partnership with local communities</p>	<p>St. Oswald's will provide the local community with access to an additional community hub and digital learning suite.</p>
<p>[39.] Put exercise at the heart of our health strategy by increasing access to sport and leisure facilities</p>	<p>The space created in St. Oswald's will increase local access to sports and leisure activities especially for young people and the elderly.</p>
<p>[44.] Increase allotment provision and support and expand the network and the number of community gardens and food growing initiatives</p>	<p>Although outdoor space at St. Oswald's is limited, there is a desire to utilise the space in order to provide information and tuition in sustainable food growing.</p>
<p>[46.] Continue to support the city's major festivals which generate jobs and boost local businesses and increase the funding for local festivals and events. Support the creation of further work spaces for artists and craftspeople</p>	<p>St. Oswald's will provide additional space, particularly rehearsal space, for creative groups and artists.</p>

Table 8: Table illustrating how Bruntsfield St. Oswald's will contribute to achieving CEC commitments

(PTO)

15. Marketing and Communications Planning



Figure 10: An example of Bruntsfield St. Oswald's marketing and branding

- 15.1 This marketing plan assumes Bruntsfield St. Oswald's will be operational from April 2022 and assumes an annual marketing spend of £10,000.
- 15.2 Fundamental to the success of the business plan is a need to engage with the broad local community to ensure that they understand the plans for the building and the importance it will play in the local community.
- 15.3 Marketing will also be vital in reaching potential customers for the childcare provision and groups who may wish to use the space provided.
- 15.4 Primarily the marketing will be of a digital nature – fronted by an informative and dynamic website and supplemented with social media. Investment will be made in ensuring that the website is able to take ad-hoc bookings and manage data securely in order to minimise the requirement for additional administrative staff.
- 15.5 We will link with high profile locals who are users of, for example, Twitter. We will build a database of local and interested parties which will be GDPR compliant and provide regular email updates.

- 15.6 As a membership organisation, we will utilise our members as ambassadors for our activities and ask local partners to help promote the spaces and activities available.
- 15.7 We will develop our branding through the engagement of the local student population, providing real life project work for Napier graphic design students.
- 15.8 We will work in partnership with ELC on promoting events and spaces.
- 15.9 As our activities develop, we will work with local press and newsletters to highlight the opportunity Bruntsfield St. Oswald's presents to the community.
- 15.10 Social media platforms on Facebook and Twitter have been established and we have a GDPR-compliant mailing list of over 100 local residents.
- 15.11 In analysing the key activities planned to be delivered, we have identified the features and benefits of each and their potential target markets and tools to reach them. This activity plan is shown below:

(PTO)

Activity	Features and benefits	Tools and targets
Wrap around care provision for local schoolchildren.	<ul style="list-style-type: none"> • Breakfast and after school clubs • Adjacent to school building • Quality of facilities • Quality of staff • Flexibility 	Parents at Bruntsfield and other local primary schools via Twitter, Instagram, Facebook, networking, word of mouth, events, open days.
Holiday club for local school children.	<ul style="list-style-type: none"> • Opening hours • Easy access • Large facilities • Bank holiday/in service provision • Access to local park space 	Parents at Bruntsfield and other local primary schools via Twitter, Instagram, Facebook, networking, word of mouth, events, open days.
After school activity clubs run by Bruntsfield Parent Council	Work closely with Bruntsfield Parent Council to schedule clubs and promotion to parents.	
Hall space hire for local activity groups	<ul style="list-style-type: none"> • Large spaces • Storage facilities • Hourly rates • 9pm close • Self-access • Renewed facilities 	Scouts, Guides, yoga, dance, music, orchestras, choirs etc via Twitter, Facebook, Instagram Website, word of mouth, local promotion (Canalside etc.)
Rehearsal space for large group activities	<ul style="list-style-type: none"> • Large spaces • Storage facilities • Hourly rates • 9pm close • Self-access • Renewed facilities • Weekend hires 	Local orchestras, choirs, Napier students, High School music and drama departments via Twitter, networking, word of mouth.

Table 9: Features and benefits, and tools and targets for key activities

(PTO)

16. Conclusion

- 16.1 The successful CAT of St. Oswald's represents an extraordinary opportunity to return an iconic, historic building to life, providing meaningful social and economic benefits to the locality.
- 16.2 The dedicated and diligent team behind Bruntsfield St. Oswald's is committed to delivering this project on the premises outlined in this business plan in an inclusive, sustainable and environmentally mindful fashion.
- 16.3 We urge the Panel to look favourably on this submission, to allow us to unlock the dormant potential in St. Oswald's for the benefit of all our stakeholders.
- 16.4 Particularly at this difficult time, we believe the jobs we can create, the assistance we can offer BPS with access to extra space, and the opportunity to assist with care in the community and general wellbeing, will be especially welcome, and resonate well beyond our geographic community.

Appendices

1. Statement of Support by Carol Kyle, Head Teacher, Bruntsfield Primary School, April 2020
2. Survey by Cushman and Wakefield, 16 July 2019
3. GLM Report, March 2020
4. Letter to Alistair Gaw, Executive Director, Families and & Communities, and Andy Gray, Head of Education, 22 May 2020; and response from Crawford McGhie, Senior Manager – Estates and Operational Support, 11 June 2020
5. Marketing Boards Presented at Community Consultation Introducing the Project and Setting Out Potential Core and Supporting Uses for Feedback
6. Analysis of Responses to Core and Supporting Options from Community Consultation
7. Revenue Model and Associated Project Cash Flows
8. Bruntsfield St. Oswald's Articles of Association

Use of St Oswald's Hall by Bruntsfield Staff, Pupils, Parents, Carers and the Community

Dear Councillors,

I write to give support to the use of St Oswald's Hall by pupils, parents, carers, staff and the community associated with Bruntsfield Primary School.

We have had many meetings to discuss possible uses, with our Parent Council having consulted widely for the project and fundraised to secure this opportunity.

I shall list the areas in which we would be able to make use of the Hall, assuming all the Health and Safety regulations are met and the Council has given permission for us to do so:

1. Breakfast Club – we have one in School, depending on the facilities, this may be a preferred location and would allow us to use our Gym Hall for a morning exercise class.
2. After School Clubs: at the moment, 4 sites are used for Clubs including all our school halls and General Purpose Rooms. Having access to St Oswald's would improve safety and attendance as the children would not need to move locations, crossing busy roads, sited as it is next door to the school.
3. After School Care: Kidzcare are our after school care providers and have a waiting list. If they could have additional space in the Hall, it would allow all our parents and carers to use the same provider, close to the school. We currently use Skool Is Out in another school for some of our children.
4. Depending on the layout and facilities, we could use the space during the day for 'break out classes', drama, music, yoga etc.
5. Evening Lets: the community would make use of the Hall for some evening lets, especially when we use the School for Parent Consultations etc.
6. Parents and Carers: there are suggestions on activities to support families new to and in the area in ICT, activities, and languages, all of which would benefit our families and children.
7. We are keen to develop links with the elderly residents in our community - having the children talk to them in a coffee and chat morning has been proposed and St Oswald's Hall would be ideal for this kind of intergenerational exchange and engagement.

If there is any further information you require, please let me know.

Yours sincerely,

Carol Kyle

Head Teacher

Bruntsfield Primary School, 12 Montpelier, Edinburgh, EH10 4NA

Tel: 0131 229 1821

Outline Design Document

for
St Oswald's Hall
Montpelier Park
Bruntsfield

For
Bruntsfield St Oswald's

Date : March 2020

Our Reference : **E3500**

Quality Information

Prepared for:

Bruntsfield St Oswald’s Community Group

Bruntsfield St Oswald’s
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Revision History

Revision	Revision date	Details	Name	Position
1.1	03/04/20	Intro text & Toilet Provision	David Johnson	Director

Distribution List

Date	#Copies	PDF	Recipient	Company

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1. Introduction

As a voluntary group, Bruntsfield St. Oswald's seek to develop the existing St. Oswald's Church and Hall into a vibrant hub for the local community. Bruntsfield St. Oswald's was originally a collaboration between Bruntsfield Primary School Parent Council and the Eric Liddle Centre, a local charity. As such, the primary uses of St. Oswald's will be the provision of wraparound childcare, as a facility for extra curricular clubs for pupils, as a resource for General Purpose space (much of which has been given over to teaching space in Bruntsfield Primary School), and as a venue for large gatherings in support of the Eric Liddle Centre's activities in supporting those in the community, particularly the elderly, those suffering from dementia, and their carers. St. Oswald's will also be available to other community groups at reasonable rates for activities such as Scouts and Guides, music, dance, etc., with opportunities for these lets to be utilised by the elderly and isolated, as much as for children. Bruntsfield St. Oswald's also hope to offer the building as a meeting place for local young people, who are underserved in the area. Finally, St. Oswald's may be used as a Festival/Fringe venue (or more likely a rehearsal space), as long as this can be done in a way which is sympathetic to its immediate neighbours. It has been specifically noted that the buildings are not to contain rented office space or operate as retail outlets.

A similar recent exercise to investigate how the buildings could be put back into use resulted in proposals that necessitated a very high initial budget and strayed from the brief in terms of its use and income generation.

GLM have therefore been appointed to look at a pragmatic design approach to the adaption and re-use of the existing buildings which is more aligned to Bruntsfield St. Oswald's vision, whilst being realistic about its resources.

2. Context

2.1. Setting, History & Construction

St Oswald's Hall sits just outside the heart of Bruntsfield on the junction between Montpelier Park and Montpelier. It is within a densely populated residential area of Victorian tenements with the only anomaly being the directly adjacent Bruntsfield Primary School to the east.

Interestingly the hall to the north of the property pre-dates the main church, being built in 1894 and designed by Henry F Kerr. This is noticeable from some of the external detailing around windows and other openings that is stylistically different from the main church building. Work to construct the main building started in 1899, designed by the same architect. It opened to the congregation in 1900. Allegedly, the internal arrangement and design was much influenced by Henry J Wotherspoon, a notable liturgiologist, who was minister at St Oswald's from 1894-1923.

The main church building has a rectangular form and is in a gothic style with a 5-bay nave, side aisles, narthex, porch and side chapel. It is finished externally with a cream sandstone of coursed and snecked rubble with ashlar dressings (red ashlar dressings to hall) and moulded ashlar mullions.

To the road boundary is a low rubble boundary wall with saddleback coping a short gate pier at the various points of entry.

Internally the main building is of rubble construction with ashlar dressings. The externally walls are rendered. The narrow aisles are formed by a pointed arch arcade with octagonal stone piers. There is a plain clerestorey with an elaborate crown-post timber roof and decoratively carved wallplate. There is a timber dado to the aisles and west wall with the arcade wall being of stugged rubble. There is a simple chancel with elaborately carved stone reredos in a Decorated style. To either side are two organ chambers, set in arches with Decorated Gothic carved timber bases (Morgan & Smith, 1900). The stained glass window by C E Kempe in the east wall is original and depicts scenes from the crucifixion

and resurrection. The rose window of the SW chapel also by Kempe depicts the trinity.

The date at which the building was closed as a church and obtained by the council is unclear. However, for at least a few decades at least, the building has been used as an annex for Boroughmuir High School, hosting drama productions and examinations in the main. The school vacated St Oswald's in February 2018 following the completion of their new building in Fountainbridge. It has remained vacant since then.

The building is currently Category B Listed.

2.2. Current Condition

St Oswald's was built about 120 years ago. It has evidently had some significant upgrading works in the intervening time. It ceased to operate as a church about 50 years ago and no doubt works were undertaken at that time. It is evident, for instance, that the cast iron wallhead eaves guttering was replaced at some point. It is not typical of 1900 guttering and the stonework around the outlet pipes has been rebuilt.

However, maintenance of the harder to reach parts of the building has been neglected leading to gutters and valleys being obstructed by vegetation resulting in fungal decay to the roof structures below. Notably also, the stonework above the south west entrance is leaking and causing severe erosion to the stone arch below, although much of the stonework more generally is very good.

There are elements of the building fabric that are reaching the stage at which regular maintenance has evidently become, and will inevitably be, increasingly expensive, especially where access can only be gained with the help of scaffolding. Whenever scaffolding is required to tackle a problem it will prompt the question: should more be done while the scaffolding is in place? This quickly escalates to a justification for taking the extent of works further and further into a comprehensive refurbishment of the external fabric, and in due course it will undoubtedly come to that.

However the strategy that is recommended at this stage is to get the building back into use and income producing at the lowest possible cost, to adopt a "stitch-in-time" approach to repairs and maintenance and to accept that some ongoing deterioration is inevitable until such time as funds can be pulled together to tackle the building more comprehensively, perhaps in phases.

For this minimalist strategy to work, in the first instance, it will be necessary to avoid works that require scaffolding wherever possible. This means cleaning gutters from cherrypickers and by using qualified rope access specialists. It means using patch repair techniques in the full knowledge that they are temporary and it means focussing more comprehensive repair work only on those elements that either represent a Health and Safety hazard, which will rapidly deteriorate leading to much greater cost in time to come or which significantly interfere with the operation of the building.

Based on previous condition reports and a restricted view of the building fabric, we have proposed what we believe to be a workable policy of containment. Please refer to **Appendix 2 - Budget Cost Plan** for a break down summary of our proposed repair and alteration works. Costs listed under the heading Immediate 0-1 Year is our estimate of the cost to bring the building into working order based on the proposed alterations and the "stich in time" approach outlined above.

3. Design Principles

As set out in the brief, we have taken a pragmatic approach to the proposed alterations, working very much with the grain of the building, thus minimising the physical intervention. There have been a number of design principles we have sought to follow through the design process. Refer to **Appendix - 1 Floor Plans:**

1. Conservation Mindset

As noted above, St Oswald's Hall is a Category B Listed Building, within a conservation area. As such, it merits a careful and sensitive approach when it comes to making alterations. Our design intent is always to do as much as is needed and as little as possible. We are looking to conserve or put back the main halls to their original configuration whilst concentrating the bulk of the intervention in the least significant flat roofed link section. At present we see no use for the gallery other than a viewing area and propose to keep it as such. This is particularly the case given its limited access and escape in the event of a fire.

2. Practical Approach

We appreciate that for the Bruntsfield St Oswald's Community Group, this is a new venture with limited capital but lots of ambition and heart. Our aim has been to design a building that is fit for purpose, welcoming and practical that can start to meet the community's need and generate income relatively quickly and cost effectively. We have been frugal in our approach whilst trying to create spaces that will be pleasant & enjoyable to use. This is not cutting-edge design. We don't believe that is necessary or what is needed. This proposal is about leveraging the outstanding inherent qualities of the existing buildings through logical, efficient space planning.

3. Maximise the potential flexible usage of the 2 main halls.

The main asset of this property is its two large halls which have the potential for a wide range of activities including sports & games, performances, gatherings, parties and the like. We propose to open up the smaller hall by removing the existing toilets and showers. Whilst this is a non-essential expense, it will bring more light into the hall and increase its capacity & flexibility. For the larger and main hall, we propose to make this a self-contained space by infilling the arches with robust sound insulated partitions so that activity can continue uninterrupted by other groups. The existing side aisles make it a relatively simple exercise to provide complete circulation around the main hall. Our design looks to make it possible for the two halls to be used independently or at the same time should the need or opportunities arise.

4. Level or ramped access through the property.

Whilst there is a legal requirement to provide access for those in wheelchairs or non-ambulant under the Equality Act, we have designed the circulation very much with parents and children in mind. Buggies and pushchairs will be prevalent in a building of this use type and so we have pushed and pulled the existing layout the most in this regard, making sure there is level or ramped access throughout the entire building, including areas for buggy storage, coats & shoe storage and waiting areas.

5. Abundant independent storage.

A key element of any building, when creating flexible space for multiple users is the provision of secure and independent storage for equipment. Users are happy to share space so long as their own equipment is safe under lock and key. As well as making use of existing storage, we propose

to include a bank of new large storage units along the east aisle. These are interspersed with small gathering or break out areas at each existing window. This maintains natural light, provides additional useable space and aesthetically breaks up the storage units.

6. Multiple access points

The existing property has numerous access points which is ideal in allowing flexibility of use, especially in terms of multiple users at any one time. In addition to those already existing, we propose to include a new access point along the east elevation which can link through directly to the school playground. This new access will be into the core of the building thus providing direct access to both halls.

7. Dispersed toilet provision

Toilet provision is essential and yet we have not made it the main concern in terms of space planning. Therefore, our design intent has been to include toilets in “left over spaces” following on from organizing the main spaces and circulation. Whilst not the most efficient way to arrange drainage, there will be a technical solution to the arrangement and in addition, it does give the benefit of having toilets within easy reach of all areas of the building.

8. Flexible kitchen use

Locating the kitchen in the core of the building, give the flexibility for serving both halls. We have designed it in a way that it can be used solely for a large single event or two smaller events in each hall.

4. Specification

We have considered the specification of materials, products and finishes in the same manner as we approached the overall design and fabric repairs. A simple, cost effective and sensible solution that is appropriate to the building, its use and the budget with a view to gradually improving or replacing over time as the venture flourishes.

1. Flooring

We are proposing to retain the existing flooring in the two main halls, carrying out localised repairs where required to create a safe and clean surface. All the toilets, existing and new will have a non-slip vinyl floor applied. Likewise, lobbies, stairs and ramps will have a non-slip covering that is practical, hard wearing and easily cleanable.

2. Walls

Generally, the walls are exposed stone in the halls. Where these are plastered, this will be repaired locally where required and painted with vinyl emulsion. Toilets will be bright and clean, with painted walls with localised tile splash backs. Any new walls or partitions will have a plasterboard finish. The new partitions infilling the arches to Hall 1 will be of a robust construction to control sound transmission. As a cost saving measure, work parties could be organised by the committee for the community to join in and help with the decoration. This is a great way to engage with the community and raise awareness of the project.

3. Ceilings

The vaulted ceilings to the Halls will be left in their current state. Ceilings elsewhere will be of

plasterboard. For the flat roof section over the core of the building between the two halls, we propose installing three large rooflights. One to each of the lobby areas and one to the kitchen. This will create a bright and spacious feel to spaces that otherwise would have little if no natural daylight.

4. Fittings

Within the specification and budget costs, we have allowed for some bespoke joinery items such as fixed booth seating to break out areas at Hall 1 and benching, coat hooks and pigeonholes for shoes at the entrance lobbies. We suggest that these can be introduced in a phased approach and this is reflected in our budget costs. We have also allowed for commercial style kitchen fittings thus giving a lot of flexibility in terms of catering.

5. Energy performance

Improving the energy performance of a building like St Oswald's Hall through increased insulation is fraught with technical difficulties that can significantly add to the overall cost whilst not providing much increase in performance. Looking at each of the main building elements:

1. Roof

As the current condition of the pitched roofs does not warrant stripping and re-slatting (see Condition Survey) and given the architectural significance of the internal vaulted ceilings, we do not propose to introduce any insulation in these areas. The flat roof link section however does need to be recovered and so can be brought up to standard (or exceeded) by installing insulation as part of the process.

2. Walls

Generally, the walls are plastered on the hard and have decorative stone mouldings. Thermally efficient lime plaster systems are available on the market but we suggest that to employ these will not have a significant gain against the significant labour and therefore cost involved. As with the roof, the core link section, being less significant and decorative, offers an opportunity to line the walls with insulation to meet or exceed current standards.

3. Floors

We understand there is an accessible void below much of the building and so the introduction of insulation here is relatively cost efficient when set against its impact on the improved thermal efficiency.

4. Windows

The existing windows are either stained glass or leaded. Apart from any necessary repairs, to carry out meaningful works to significantly improve their thermal performance would be cost prohibitive and so not recommended. A phased series of upgrading works, such as secondary glazing, could be investigated once the building is operational and an ongoing income secured.

5. External Doors

The external doors are secure and generally of good quality. We propose to simply draught strip them and apply an internal layer of insulation.

6. Services

1. Roadmap to Net Zero Carbon Emissions

As part of this current design exercise we have consulted with Antoine Reguis, Research Associate & PhD Candidate at Edinburgh Napier University to consider the building's current energy use, how this could be reduced and what could be done to reduce carbon emissions. Antoine's analysis was a high level one and further investigation would be needed to quantify the different options considered.

St Oswald's Hall is one of the most difficult types of building to retrofit for a Net Zero strategy. Access to low carbon heat may be difficult because of the space restrictions for the likes of a heat pump or the absence of local low carbon heat network.

A moderate reduction of the heat demand is certainly possible with insulation measures but reaching Net Zero target only with envelop retrofit and heat recovery (EnerPHit) may be challenging and costly.

Electric radiators, especially those with high level of radiant heat transfer, would provide comfort to occupant and allow to meet Net Zero target. However, the cost of the electricity would involve high energy bills and prove cost prohibitive.

In a short term, refurbishment of the building could be an opportunity to install underfloor heating or low temperature radiators. They would provide comfort to occupants while enabling long term connection to low carbon heat technology. Further study would be necessary to identify and size appropriate heating elements, with associated cost.

Antoine Reguis's full analysis can be found in **Appendix 3**.

2. Design Proposals

In light of Antoine Reguis's analysis and conclusions we are proposing and have costed for a new gas fired boiler and wet pipe heating system incorporating low temperature radiators. Heating pipes will be surface mounted in neat and tidy arrays to avoid the extra over builder and joiner costs normally encountered in concealment. We are not proposing underfloor heating at this stage as whilst technically possible, the amount of disruptive work involved, we believe will be cost prohibitive.

Cold water will be provided direct from the mains. Hot water will be provided by direct electric heaters in each location. Again, all pipes will be surface mounted to keep costs to a minimum.

Ventilation to the Halls 1 & 2 will be by existing natural means although we have made some allowance in the budget for overhauling existing windows and vents. Mechanical extract ventilation to the kitchen and toilets will be by direct localised fans taken through either walls or roofs.

7. Statutory Consents

The current Use Class for the buildings is Class 10 Non-Residential Institutions due to its educational use. The Use Class will not change as a result of the proposed use of the building.

With regards Planning Policy the only proposed external change to the building is to the east

elevation at the new entrance. This will require Planning Consent but will be concealed from the principle elevations and therefore should be deemed uncontentious.

Listed Building Consent will be required for the extension and all internal alterations.

The majority of the internal alterations are confined to the core of the building in the least significant areas. We proposed to put the small hall back to its original configuration which will be seen as planning gain. Whilst we are proposing quite a major intervention to the main hall by infilling the existing arches, this will be done in such a way as to no detract from the original architectural form.

Overall, we believe that our proposals are sympathetic to the original architecture, minimal in their scope and in no way detrimental to the existing character or fabric. They safeguard the future of the building by creating a viable and sustainable use. As such we believe the proposals would be welcomed and supported by the local authority.

A Building Warrant will be required for the proposed alterations, but overall the proposal will not be classed as a change of use. This will mean that the requirement to upgrade certain aspects of the building to meet current regulations such as for fire, accessibility and energy use is less onerous.

8. Conclusion

This Outline Design exercise has been an exciting challenge given the exacting and tight brief set within a tired, existing historic building with its own tight set of constraints. We believe however that we have arrived at a very coherent & exciting scheme that delivers on the brief in a simple, “no nonsense” manner with the least amount of fuss, energy and expenditure. We believe the scheme would give Bruntsfield St Oswald’s a firm base from which they can build a strong, meaningful, vibrant & sustainable presence in the community.

By following the restricted fabric maintenance strategy described above and within the **Budget Cost Plan** and by phasing elements of the conversion work, we feel a reasonable budget for the immediate development as set out in the plans is around £470,000. This figure includes everything except VAT, and loose furniture and equipment. It could be cut further by the use of volunteer work teams. To get more certainty around this figure additional design and cost work could be done along with the next steps of preparing a planning application.

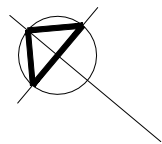
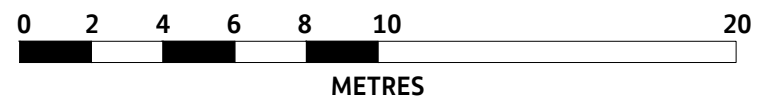
In light of our positive assessment of the statutory consent position we would recommend starting to bring together the appropriate design team and set about submitting a Full Planning & Listed Building Application for the project as the next achievable milestone. Once obtained, this will generate further opportunities for community engagement and publicity, opening the project up to additional funding streams.

Should the committee feel that more work needs to be done in lowering the project costs then we would be happy to be engaged in a cost engineering exercise, either before the applications noted above or in tandem.

We look forward to meeting with the Bruntsfield St Oswald’s Committee to discuss this exciting project in further detail.

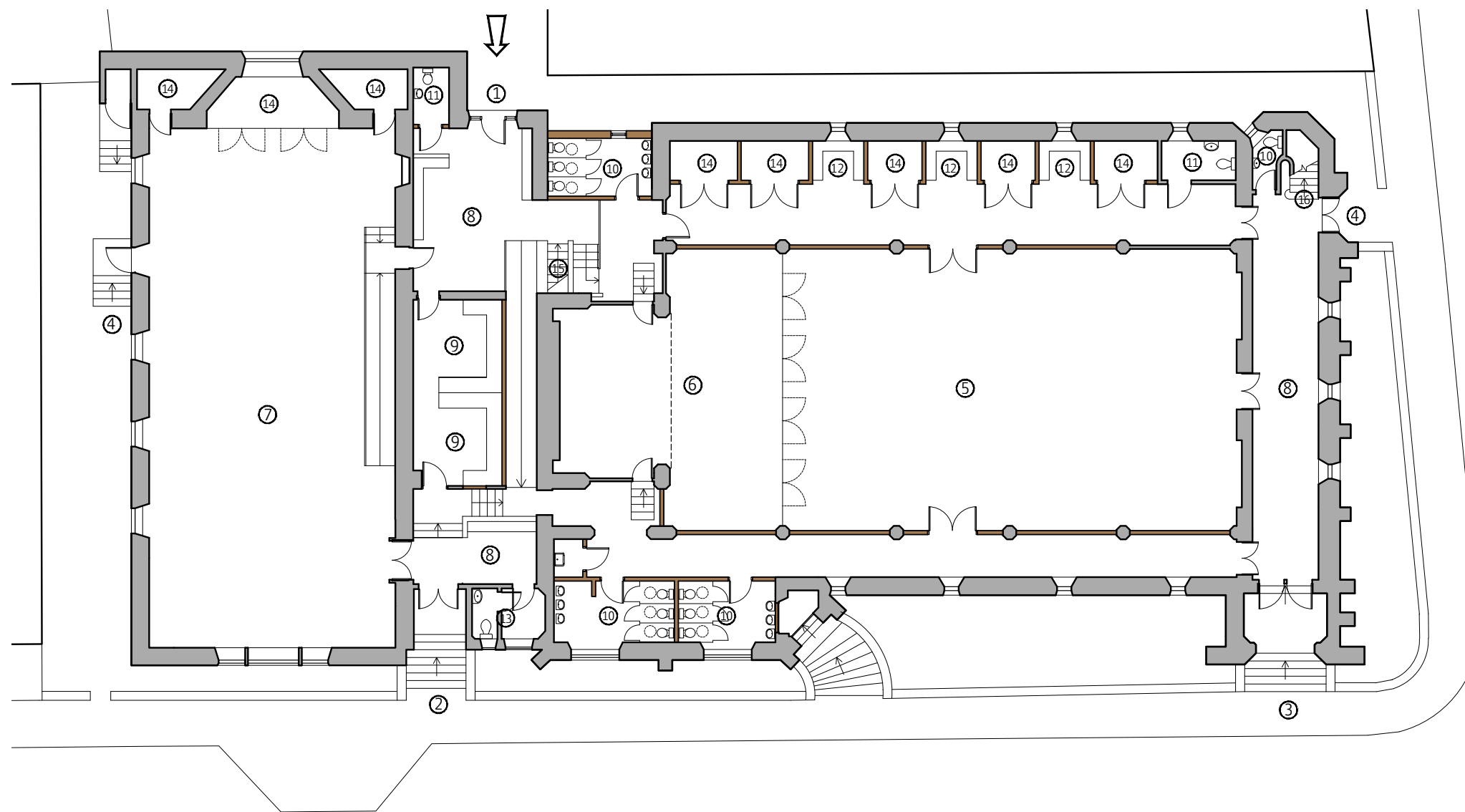
APPENDIX 1 – Floor Plans

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Key:

- ① New main entrance direct from school playground
- ② Entrance for Hall 2 Event from Montpelier Park
- ③ Entrance for Hall 1 Event from Montpelier Park
- ④ Fire Escapes / Secondary Access
- ⑤ Hall 1
- ⑥ Stage with storage below
- ⑦ Hall 2
- ⑧ Lobby / Coats / Shoes / Buggies
- ⑨ Kitchen(s)
- ⑩ Toilets
- ⑪ Accessible Toilet / Baby Change
- ⑫ Break Out / Meeting Space
- ⑬ Office
- ⑭ Secure Storage
- ⑮ Access to Boiler Room
- ⑯ Access to Gallery



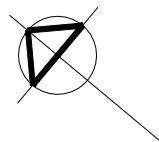
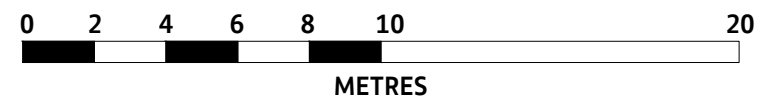
Proposed Ground Floor
1:200

Bruntsfied St Oswald's
Community Hub
Outline Design Proposal



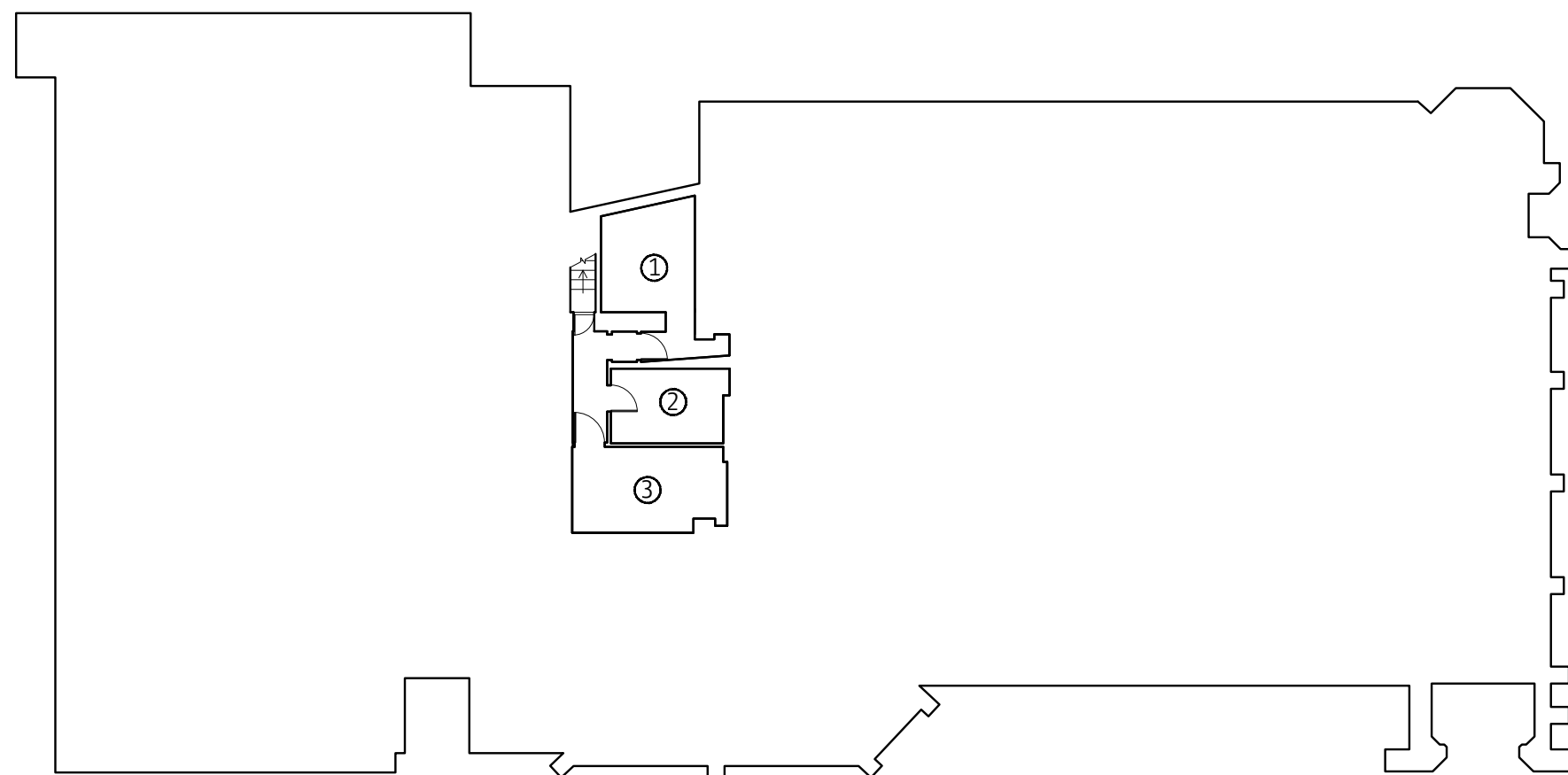
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Key:

- ① Boiler Room
- ② Store
- ③ Store



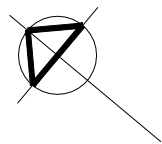
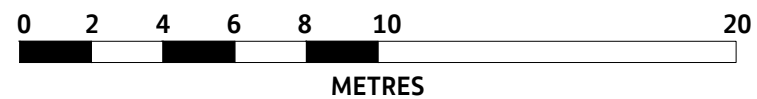
Existing Basement
1:200

Bruntsfied St Oswald's
Community Hub
Outline Design Proposal



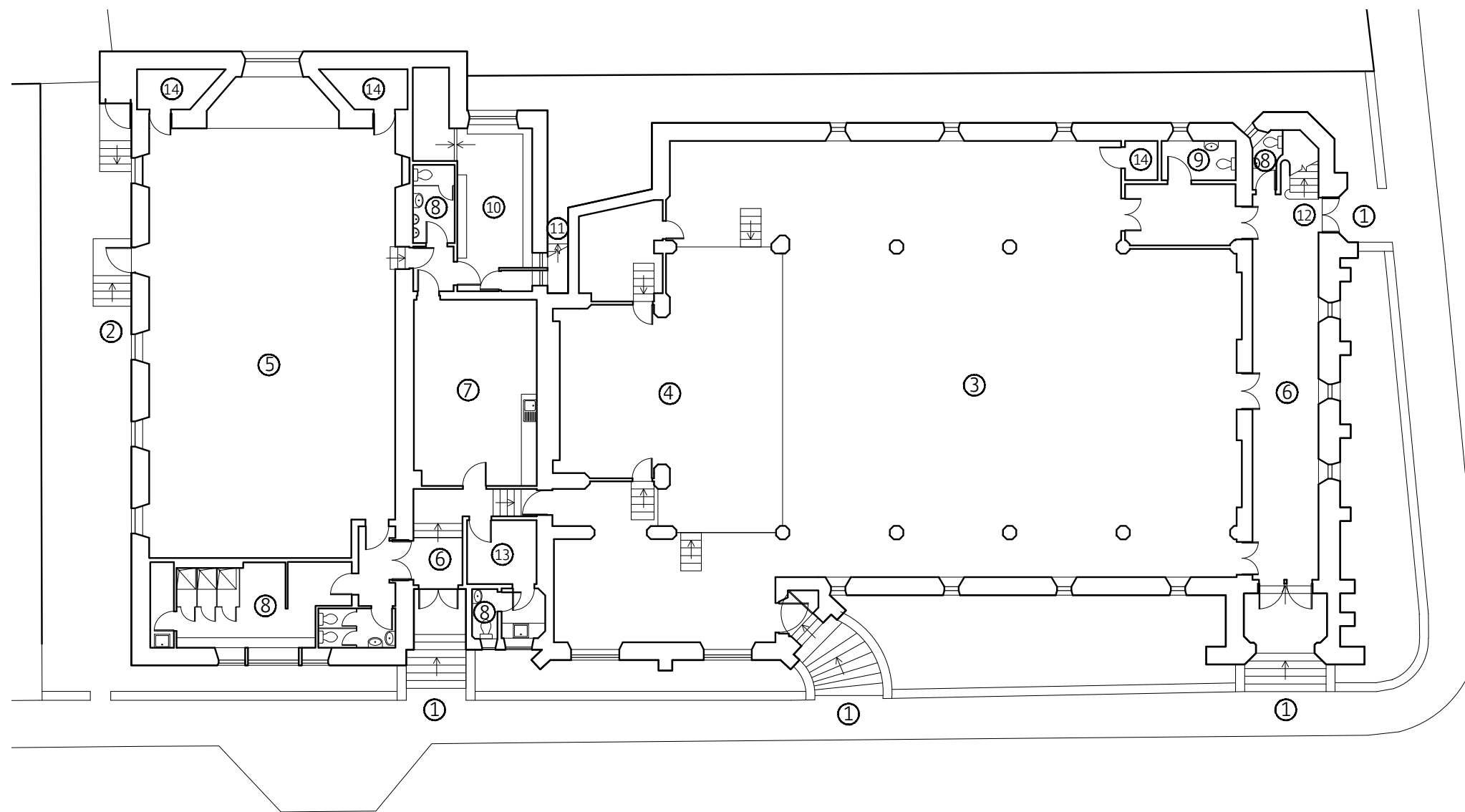
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Key:

- ① Entrance
- ② Fire Escapes / Secondary Access
- ③ Hall 1
- ④ Stage
- ⑤ Hall 2
- ⑥ Lobby
- ⑦ Kitchen
- ⑧ Toilets
- ⑨ Accessible Toilet / Baby Change
- ⑩ Changing Room
- ⑪ Access to Boiler Room
- ⑫ Access to Gallery
- ⑬ Office
- ⑭ Store



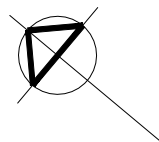
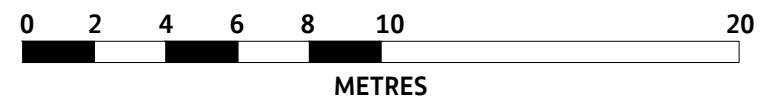
Existing Ground Floor
1:200

Bruntsfied St Oswald's
Community Hub
Outline Design Proposal



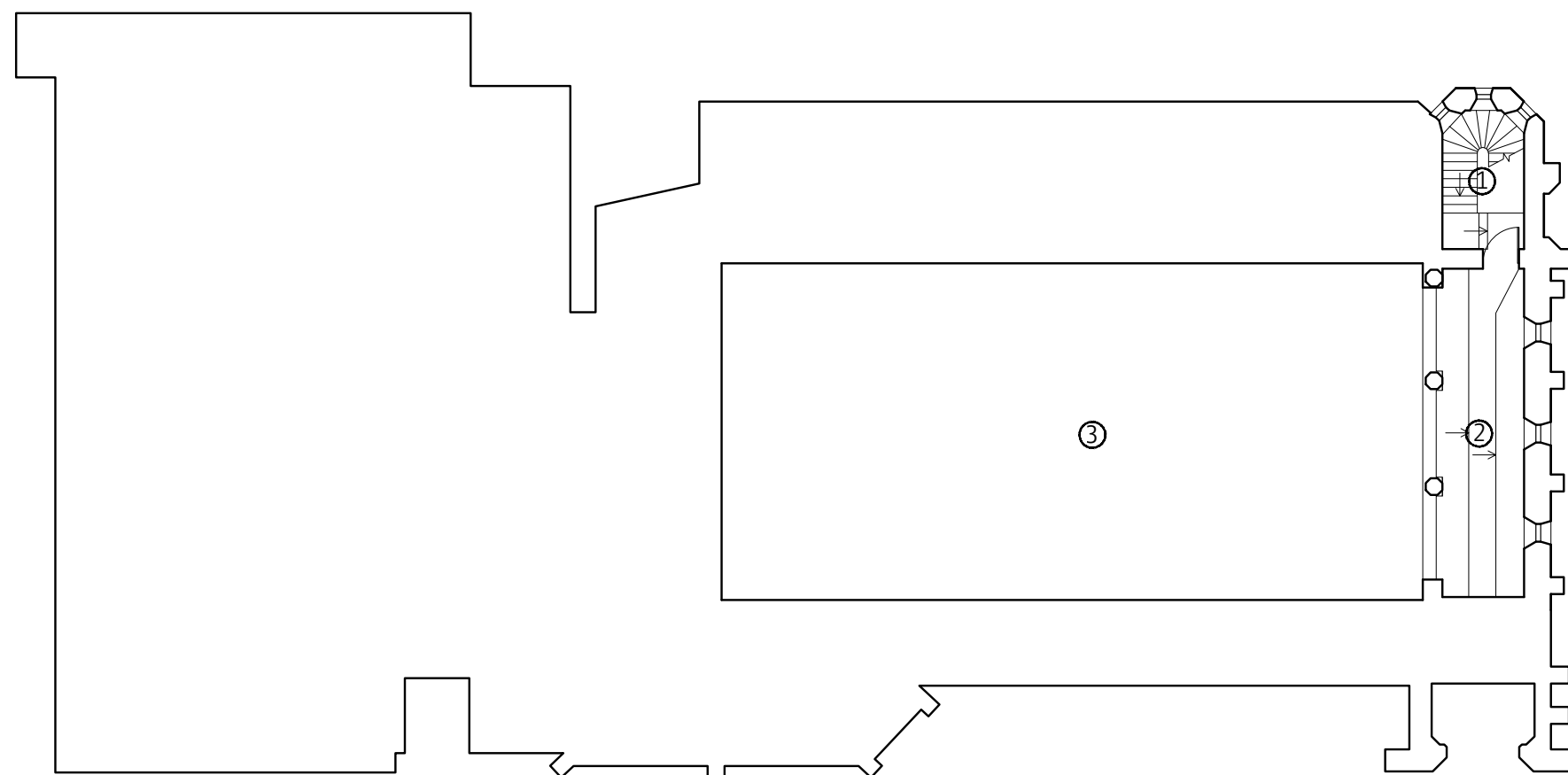
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Key:

- ① Stair from Ground Floor
- ② Balcony
- ③ Hall 1 - void



Existing First Floor
1:200

Bruntsfied St Oswald's
Community Hub
Outline Design Proposal



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APPENDIX 2 – Budget Cost Plan

#	Item	Sum	Immediate 0-1 Year	Medium 2-5	Long 5 -10
1	Backlog Maintenance				
1.1	Enabling works				
1.1.1	Remove all loose fittings and furniture from the building, including all black-out blinds.	2,500.00	2,500.00		
1.2	Remedial works				
1.2.1	Repair rot-affected valley gutter	6,750.00	6,750.00		
1.2.2	Provisional allowance for additional rot works	10,000.00	10,000.00		
1.2.3	Carry out targeted removal of internal finishes from other pitched roof eaves, ridges and abutments.	2,000.00	2,000.00		
1.2.4	Immediate masonry stabilisation on health & safety grounds	4,375.00	4,375.00		
1.2.5	Renewal of pinnacles	17,500.00		17,500.00	
1.2.6	Carry out localised repairs of missing or damaged slates	4,000.00	4,000.00		
1.2.7	Strip off existing internal wall and ceiling finishes around SE corner of existing male changing room. Apply specialist treatments to remove internal fungal growths	500.00	500.00		
1.2.8	Install drainage connections to the freely discharging downpipe at the east gable of the north hall.	500.00	500.00		
1.2.9	Ensure all windows and doors are secure and weathertight. Replace broken panes or provide temporary glazing where necessary				
a	Immediate works to ensure wind and watertight and secure	5,000.00	5,000.00		
b	Overhaul small windows	7,200.00		7,200.00	
c	Overhaul large windows	3,750.00		3,750.00	
1.2.10	Repair flat roofs				
a	Short term works	7,500.00	7,500.00		
b	Full replacement	22,500.00		22,500.00	

APPENDIX 3

1.2.11	Redecoration and repair of all existing rainwater goods	-			
a	Immediate emergency works not requiring scaffold	1,000.00	1,000.00		
b	Gutters - repair and redecorate	5,250.00		5,250.00	
c	Downpipes - repair and redecorate	4,200.00		4,200.00	
1.2.12	Replacement of all pitched roof valley, abutment, skew and ridge flashings	10,942.75		10,942.75	
1.2.13	Installation of lead channels or similar to low pitched roofs to main hall, to eliminate water damage to slating from rainwater downpipes above	5,460.00		5,460.00	
1.2.14	Further investigatory work to determine whether the north Hall requires full or partial reslating	1,500.00	1,500.00		
1.2.15	Allow for re-slate if required	15,860.00		15,860.00	
1.2.16	Develop a holistic architectural conservation strategy for the repair or replacement of all external masonry.	2,500.00		2,500.00	
1.2.17	Full stonework overhaul - provisional assessment	150,000.00			150,000.00
1.2.18	Remove vegetation	2,000.00	2,000.00		
2	Upgrade work				
2.1	Insulation work				
2.1.1	Insulate flat roofs when re-covering	12,000.00		12,000.00	
a	Make good junctions adjacent	4,200.00		4,200.00	
2.1.2	Insulate suspended timber floor.	28,250.00	14,125.00	14,125.00	
2.1.3	Window upgrades - secondary glazing	50,500.00	1,500.00	24,000.00	25,000.00
a	Small windows				
b	Large windows				
2.1.4	Draught-strip existing doors.	4,500.00	4,500.00		
2.1.5	New rooflights	4,500.00	4,500.00		
		-			
2.2	Services	-			
2.2.1	Service & Minor repairs	10,000.00	10,000.00		
2.2.2	Renew heat source - assume gas fired boiler	25,000.00		25,000.00	
2.2.3	Renew LTHW pipework	10,000.00		10,000.00	
2.2.4	Renew radiators	10,000.00		10,000.00	
2.2.5	Renew point of use hot water heaters	8,400.00	8,400.00		
2.2.6	Renew cold water pipework	7,000.00	7,000.00		
2.2.7	Minor electrical modifications to suit immediate uses	10,000.00	10,000.00		

APPENDIX 3

2.2.8	Overhaul electrical installation. Renew distribution boards, electrical distribution wiring, light fittings, data, fire alarm, security.	125,000.00		125,000.00	
2.2.9	Ventilation install - WCs	10,000.00	10,000.00		
2.2.10	Ventilation install - kitchens	10,000.00	10,000.00		
		-			
3	Alterations - as per GLM plans				
3.1	Downtakings	12,000.00	12,000.00		
3.2	New construction				
3.2.1	New single storey section for Female WCs	22,280.00	22,280.00		
3.2.2	New drainage	6,500.00	6,500.00		
3.2.3	New steps/stairs				
a	Level change ramp/steps by Female WCs	7,500.00	7,500.00		
3.2.4	New partitions	25,710.00	25,710.00		
3.2.5	Finishes				
a	Floor finishes	10,635.75	10,635.75		
b	Wall & ceiling finishes	56,875.00	56,875.00		
3.2.6	Sanitaryware	13,400.00	13,400.00		
3.2.7	Fittings & Fixed Furniture	35,000.00	25,000.00	10,000.00	
B	SUBTOTAL BUILDER WORKS	812,038.50	307,550.75	329,487.75	175,000.00
	Prelims	121,805.78	46,132.61	49,423.16	26,250.00
		-			
C	CONSTRUCTION WORKS TOTAL	933,844.28	353,683.36	378,910.91	201,250.00
		-			
D	Fees	130,738.20	49,515.67	53,047.53	28,175.00
		-			
E	Misc	46,692.21	17,684.17	18,945.55	10,062.50
		-			
F	Contingency	111,127.47	42,088.32	45,090.40	23,948.75
		-			
G	TOTAL	1,222,402.16	462,971.52	495,994.38	263,436.25

Excludes VAT, loose furniture and equipment, inflation.

APPENDIX 3 – Roadmap to Net Zero Carbon Emissions

St Oswald Hall

Roadmap to Net Zero Carbon Emissions

Author: Antoine Reguis

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 - 1.1. Energy Use 3
 - 1.2. Cost of energy 3
 - 1.3. Annual energy bill 3
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1. Historical Energy Use

Historical energy use has been provided by The City of Edinburgh Council for the 4 years 2013-14 to 2016-17.

1.1. Energy Use

Average energy use for 4 years (2013-14 to 2016-17) is:

	4 year average
Gas	203,906 kWh
Electricity	138,996 kWh

1.2. Cost of energy

The average cost of energy for the year 2019 is¹:

	Cost
Gas	3.74 p/kWh
Electricity	15.75 p/kWh

1.3. Annual energy bill

Estimated annual energy bill for St Oswald Hall, based on 2019's cost of energy:

	Annual cost
Gas	7,626 £ / year
Electricity	21,892 £ / year
Total energy bill	29,518 £ /year

The Gross Internal Floor Area used is 860sqm.

1.4. Hours of use

The building was used as an annex of Boroughmuir High School and it is assumed that hours of use were similar as Boroughmuir High School, except for Saturday, ie:

Day	Start	Finish
Mon	06:00	22:00
Tue	06:00	22:00
Wed	06:00	22:00
Thu	06:00	22:00
Fri	06:00	17:00
Sat	Unoccupied	Unoccupied
Sun	Unoccupied	Unoccupied

¹ Energy Saving Trust, March 2019

2. Decarbonisation of the electric grid

The rise of electricity from low carbon sources involves a reduction in the carbon intensity of the electric grid. The Department for Business, Energy and Industrial Strategy (BEIS) provides projections for the grid intensity to 2050, for modeling purpose², see Figure 1. By 2019, the carbon intensity of the electric grid is expected to be lower than the gas grid.

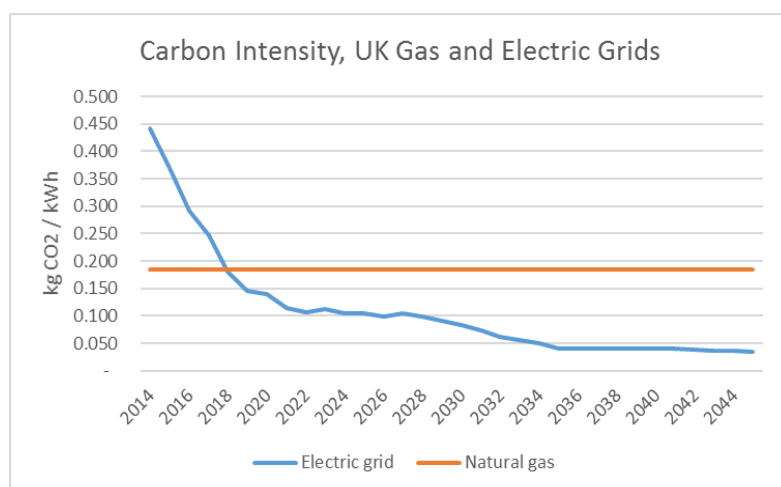


Figure 1: Carbon intensity of gas and electricity grid, projection 2050.

3. Scenarios

Several scenarios are developed to evaluate their impact on energy use, cost of energy and carbon emissions:

- **Business as usual:** The current system is kept and the heat demand is met by a mix of gas boiler and electric radiator.
- **Gas boiler:** The electric radiators are removed and the heat demand is only met by gas boiler.
- **Deep retrofit:** The envelope of the building is going through a Passivhaus retrofit (namely, EnerPHit), where the maximum Energy Use Intensity is 25kWh/sqm for heat demand. In this scenario, the heat demand is met by gas boiler.
- **Electric heating:** The heat demand is met by electric radiators.
- **Heat pump:** The heat demand is met by heat pump with a Seasonal Performance Factor (SPF) of 2.5. An SPF of 2.5 is the minimum to be eligible to Renewable Heat Incentive (RHI)³.
- **Heat network:** The heat demand is met by a low temperature heat network, namely 4th Generation District Heating (4GDH).

4. Energy Use Intensity

For each scenario, the Energy Use Intensity is detailed in the Table 1

	Business as Usual	Gas boiler	Deep retrofit (EnerPHit)	Electric heating	Heat pump	4GDH
Gas EUI (kWh/sqm)	237	339	25	339	339	339
Electricity EUI (kWh/sqm)	162	60	60	60	60	60

Table 1: Energy Use Intensity (EUI) for various retrofit scenario

² This is different from the carbon intensity used by companies to calculate annual carbon reporting.

³ https://www.ofgem.gov.uk/sites/default/files/docs/2015/02/es888_rhi_easyguide_to_heat_pumps.pdf

The average electricity use (lighting, domestic hot water and unregulated electricity use) in public buildings in Edinburgh in 60kWh/sqm/yr⁴ This value has been used in the various retrofit scenarios as a baseload value.

The average energy use in public buildings in Edinburgh for heating is 156kWh/sqm. Given the architectural specificity of St Oswald Hall, it is expected that the heat demand is above the average value.

5. Cost

Table 2 and Figure 2 shows the impact on the annual energy bill of the various retrofit scenarios.

	Business as Usual	Gas boiler	Deep retrofit (EnerPHit)	Electric heating	Heat pump
Gas EUI (£)	£7,626	£10,895	£804	-	-
Electricity EUI (£)	£21,892	£8,127	£8,127	£54,007	£21,603
Total energy cost (£)	£29,518	£19,022	£8,931	£54,007	£21,603

Table 2: Cost of energy for each scenario. Based on 2019 values

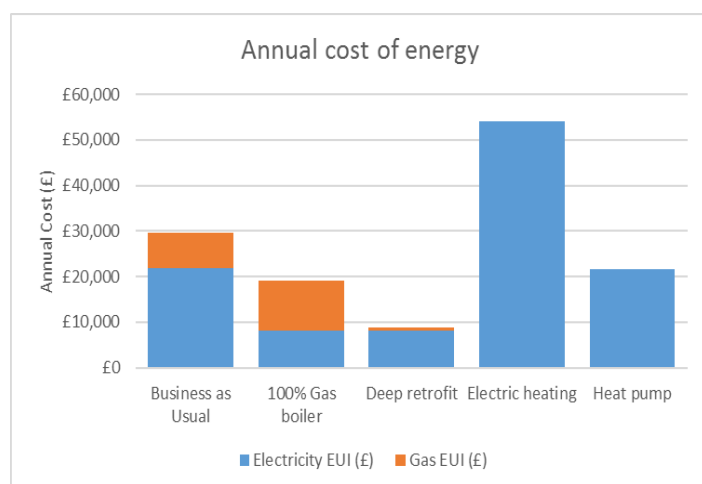


Figure 2: Annual energy bill for various scenarios.

The cost of energy from a heat network is not discussed in this analysis. While heat networks generates grid losses (+15%) they also have the potential to produce heat at lower cost by many means including economies of scale, revenue from their capacity to balance the grid (large storage capacity) and the use of low-cost electricity.

⁴ Scottish Energy Centre, Edinburgh Napier University

6. Carbon Emissions

The Scottish Government has set a target to reach Net Zero emissions by 2045⁵, following the recommendations of the Committee on Climate Change. The City of Edinburgh Council has set its own target to reach Net Zero emissions by 2030⁶.

Carbon emission is a direct consequence of the quantity of energy used by a building and the carbon intensity of the energy source. Therefore, there is two approaches to reduce carbon emissions, (i) reduce energy demand or (ii) rely on low carbon energy source.

The figures below show carbon emissions by 2045 for the various scenarios. It shows that trajectories in line or approaching the Scottish Government target are the one where gas is a limited source of energy, either because the heat demand is low (EnerPHit scenario) or the source of energy is decarbonised (electricity). The carbon intensity of 4th generation Heat Network is expected to be close to the one delivered by the heat pumps.

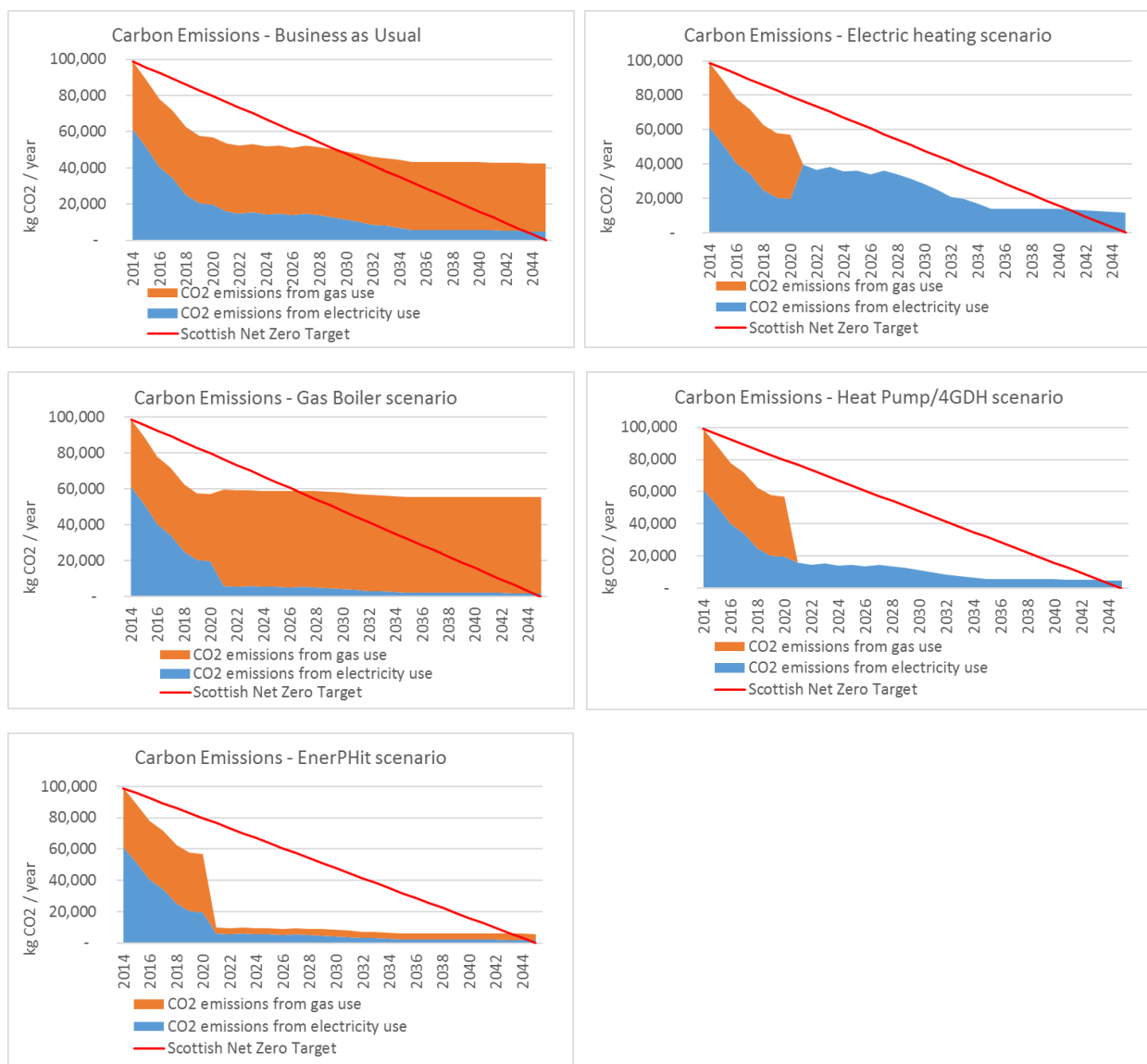


Figure 3: Carbon emissions by 2045 for each scenario.

⁵ <https://www.gov.scot/news/scotland-to-become-a-net-zero-society/>

⁶ <https://www.edinburgh.gov.uk/news/article/12726/road-map-published-for-a-net-zero-carbon-edinburgh-by-2030>

7. Limitations

- Efficiency of gas boiler is not investigated. It is likely that a new gas boiler will reach a higher efficiency and reduce energy use, cost and carbon emissions.
- The impact of global warming is not investigated. By 2050. It could lead to a reduction of 24% of the heat demand in Scotland, from 2015's values.
- The level of energy produced by self-generation technologies such as PV Panel and Thermal Panels is expected to be marginal compared to the level of energy demand of St Oswald Hall. It has therefore not been considered in this approach.

8. Discussion

St Oswald Hall is a typical “Hard to treat” building and historical cities like Edinburgh have an extended stock of similar buildings. In that case, the generally recommended Fabric First approach could quickly reach its limit to have the buildings “2050 ready”. A deep retrofit, up to the Passivhaus standard, is expected difficult and costly.

A move away from gas towards direct electric radiators will deliver significant carbon emissions reductions but the cost of gas being 4.2 times cheaper than electricity, the final energy bill would be high. Therefore, keeping the gas as a main source of heat is the cheapest option but would miss the Net Zero target.

Low carbon heat sources like heat pumps (Air source, Ground source or Waste Water Heat Recovery) can deliver heat at lower cost than direct electric radiators. Governmental incentive exists (RHI) to support the development of such technologies. Heat pumps need space for external units (evaporator, bore holes or energy centre). Further investigations are needed to evaluate the possibility to install heat pump locally.

4th generation district heating (or low temperature heat network) is a technology that enable the use of renewable energy. Along Gas grid and Electricity grid, Thermal grids can contribute to a global energy transition towards 100% renewable energy system (Lund, 2014). The Committee on Climate Change has identified low carbon district heating as a key component, especially in dense areas, to meet UK's carbon neutral target in 2050⁷. The main obstacle for its development is the significant capital investment needed. The timescale for the development of heat networks will be over many years.

Access to a local heat network for St Oswald Hall is not going to occur in the short term.

Low carbon technologies (Heat pumps or 4GDH) are best efficient when the temperature flow is below 60°C but existing buildings have been design to operate at higher temperature (80°C). Keeping gas as a heat source may be worthwhile in the short term but when new gas boiler reaches the end of its life (typically 15 years) and is replaced by a low temperature system (individual heat pumps or district heating) a retrofit of internal heat emitters will be necessary to cope with low temperature heat. Savings can be made by having buildings “low temperature ready” and final cost saving could be approximately £1,500-£5,500 per domestic unit depending on archetype⁸, and expected more on non-domestic buildings. Aside from the financial savings, the future disruption would be limited when a connection to low temperature heat will be available.

⁷ <https://www.theccc.org.uk/publication/net-zero-the-uks-contribution-to-stopping-global-warming/>

⁸ <https://www.theccc.org.uk/wp-content/uploads/2019/07/The-costs-and-benefits-of-tighter-standards-for-new-buildings-Currie-Brown-and-AECOM.pdf>

Furthermore, installing low temperature radiators or underfloor heating in buildings presents an immediate benefit on CO₂ emissions and energy bill as this would provide a lower return temperature to the condensing gas boiler and thus increase its efficiency by 3%.

High ceilings such as St Oswald Hall present the risk of stratification of heat. In that situation, it is best to use underfloor heating. That would increase comfort and save energy as warm air outside the occupied zone does not contribute to comfort and represents a waste of energy. The cost of installation of underfloor heating system can be significant, especially in retrofit projects.

Occupancy pattern will impact the efficiency of a low temperature system. Further investigations are required to evaluate the full extent of this impact.

9. Conclusion / Recommendation

This report is a high level approach and need further investigation to quantify each options.

St Oswald Hall is one of the most difficult building to retrofit for a Net Zero strategy.

Access to low carbon heat may be difficult because of space restriction (heat pump) or absence of local low carbon heat network.

A moderate reduction of the heat demand is certainly possible with insulation measures but reaching Net Zero target only with envelop retrofit and heat recovery (EnerPHit) may be challenging and costly.

Electric radiators, especially those with high level of radiant heat transfer, would provide comfort to occupant and allow to meet Net Zero target. The cost of electricity would involve high energy bills.

In a short term, refurbishment of the building could be an opportunity to install underfloor heating or low temperature radiators. They would provide comfort to occupant while enable long term connection to low carbon heat technology. Further study would be necessary to identify and size appropriate heating elements, with associated cost.

David Urch
Chair, Bruntsfield St. Oswald's
[REDACTED]
Edinburgh
[REDACTED]

22nd May 2020

Dear Alistair and Andy,

Bruntsfield St. Oswald's – potential use by Bruntsfield Primary School

Further to a conversation with Carol Kyle, Head Teacher at Bruntsfield Primary School (BPS), and Robbie Crockett's email of 20th May to Karen Galloway, Chair of the Parent Council (PC) at BPS, I write to you to set out our position with regard to Bruntsfield St. Oswald's (BstO) and the potential use of St. Oswald's Church and Hall (St. Oswald's) by BPS for General Purpose (GP) space.

Having preceded Karen as Chair of the PC at BPS, I am aware of the dynamics of operating a popular school in a constrained city centre environment. I am also aware that one of the few concerns noted in the recent inspection was a lack of GP space.

As Chair of BStO, I have been working with our team of volunteers, including Karen, our partner the Eric Liddell Centre, other local stakeholders, our local elected representatives, support bodies and funders like COSS and the Scottish Land Fund, the Care Inspectorate, as well as liaising closely with Brian Paton and his team at CEC, over the past eighteen months to navigate our way to a successful Community Asset Transfer (CAT) of St. Oswald's for the benefit of the local community.

St. Oswald's is located immediately adjacent to BPS and was formerly the Boroughmuir High School Annexe, prior to its relocation in early 2018. As such, the building would make a natural home for the multitude of extra-curricular clubs which the PC runs for pupils at BPS. It is also well suited to the provision of wrap around pre and post school childcare, where there is currently a serious shortage of supply, with only 90 places available with Kidzcare for a role of c. 630 pupils, and some children attending School's Out at another venue.

As such, it had always been our intention to seek permission to knock through the boundary wall from the BPS playground to the access lane on the east side of St. Oswald's to provide for the safe and efficient transfer of children and staff from one building to the other. We had hoped to approach CEC for a capital contribution towards creating this knock-through and for some of the other renovations required to restore the building to a suitable standard for operating with children. We anticipated that this could possibly have come from proceeds of the sale of the building as part of the CAT process. In return, we intended to offer BPS regular access during the school day for the use of the halls for GP space.

Given the current budgetary climate, and following discussion with Councillor Ross and others, it is clear that a capital commitment towards this project from CEC, even if it is sourced from proceeds of the sale of the building, is extremely unlikely. In light of this, I write to ask whether you would consider making a revenue commitment to BStO for access to GP space for BPS over the next five years or so.

I have spoken to Carol Kyle about this matter and she confirmed that she is always open to exploring ways in which the pupils can have access to more space and enjoy an enhanced learning environment. However, given the multi-year nature of the commitment we are seeking, she felt that this was a matter for your team, rather than a school management issue, hence my approach to you.

We see the opportunity of securing a multi-year revenue commitment from CEC as a win-win scenario for all parties concerned. BStO would be able to capitalise this commitment, allowing us to secure grant and bank funding in order to generate a capital receipt for CEC and to bring a historic building back to life as a vibrant hub for the local community. Specifically, this would also address the issue of deficient GP space in BPS, allow us to offer much needed additional childcare places to get parents back in the workforce sooner, and allow the BPS PC to run its extensive array of extra-curricular clubs more efficiently and safely for the hundreds of children who benefit from them every week.

I am also very conscious that the current COVID-19 situation is putting intense strain on the system, especially in areas with high school rolls. Although the CAT process would normally take a good few months to play out, we have been liaising with Brian Paton and his team and we understand that if we are successful with our Stage II submission, which we are lodging imminently, then there may be a way to expedite gaining access to St. Oswald's. If this is possible, we will do everything in our power to make sure that the building is ready to use as soon as we can.

Our team has deep experience across the finance, construction, and communications sectors, in the third sector, and across education and academia, which we can bring to bear to deliver this project. We already have design plans and budgets in place, and would look to bring this work forward so as to be able to open the building to provide extra space to cope with physical distancing requirements on the return to school. We have been liaising with the Care Inspectorate and our plans would also incorporate CEC health and safety requirements which Carol is mindful of.

I acknowledge that you must have many demands placed on you just now, but I would greatly appreciate the opportunity to discuss this with you and all the other interested stakeholders. We have a limited window of time to make a real difference to the children and families of Bruntsfield.


I hope you share my desire to maximise this opportunity and I look forward to hearing from you.

Best regards,

David Urch

Chair, Bruntsfield St. Oswald's



From: Crawford McGhie Crawford.McGhie@edinburgh.gov.uk 
Subject: RE: Bruntsfield St. Oswald's - potential use by Bruntsfield Primary School
Date: 11 June 2020 at 18:32
To: bfieldstoswalds@gmail.com
Cc: Carol-Anne Kyle Carol-Anne.Kyle@bruntsfield.edin.sch.uk, Bruntsfield Chair bruntsfieldchair@gmail.com, John Macmillan macmillanj@ericliddell.org, Robbie Crockatt Robbie.Crockatt@edinburgh.gov.uk, Neil Ross Neil.Ross@edinburgh.gov.uk, Melanie Main Melanie.Main@edinburgh.gov.uk, Nick Cook Nick.Cook@edinburgh.gov.uk, Mandy Watt Mandy.Watt@edinburgh.gov.uk, Alistair Gaw Alistair.Gaw@edinburgh.gov.uk, Andy Gray Andy.Gray@edinburgh.gov.uk, Laura Millar (Cttee Svs) Laura.Millar2@edinburgh.gov.uk, Ruth Currie Ruth.Currie@edinburgh.gov.uk



Dear Mr Urch,

Thank you for your letter of 22nd May 2020 (attached) regarding the potential use of St Oswald's Hall by Bruntsfield Primary School. I have been asked to respond to you directly.

Robbie Crockatt's email of 20th May 2020 to Karen Galloway, Chair of the Parent Council at Bruntsfield Primary School remains accurate in terms of the Council's position. The use of facilities outside of a school's redline boundary to address the pressures arising from social distancing as a result of the COVID-19 pandemic is being considered as part of the Council's schools reopening programme. However, plans for individual schools are still in development and it is too early to say whether there will be a requirement for space outside of Bruntsfield Primary School's grounds and if there is, what form that additional space requirement will take.

In the longer-term, due to the current financial climate the Council has been actively reducing the number of leases that it holds to reduce pressures on its revenue budget. The uncertainty created by the COVID-19 pandemic is likely to make the need to reduce revenue expenditure all the more important. Accordingly, Communities and Families will not be in a position to make a revenue commitment at this stage.

The situation at the moment is clearly very fluid and we will continue to review the position as things develop over the next days, weeks and months.

In the meantime please let me know if you wish to discuss any aspect of this issue further.

Kind regards,

Crawford McGhie

**Senior Manager - Estates and Operational Support
Communities and Families
The City of Edinburgh Council
0131 469 3149**

01

STUDY AND CONSULTATION

ST. OSWALD'S HALL



CHURCH AND HALL

St Oswald's Church and Hall is Category B listed disused church located in Bruntsfield at the corner of Montpelier and Montpelier Park, adjacent to Bruntsfield Primary School. Built in 1900 and designed by Edinburgh architect Henry F Kerr, the building sits within the Marchmont, Meadows and Bruntsfield Conservation Area. It has most recently been used as an annex for Boroughmuir High School, although has stood empty for just over a year.

A COMMUNITY OPPORTUNITY

An opportunity has arisen to bring the building back into use and provide a community benefit for residents of the Bruntsfield area. A study team has been commissioned by Bruntsfield St Oswald's to establish the feasibility of doing this and to prepare a business case for the use and ownership of St Oswald's Hall. The project will seek to balance the needs for sensitive restoration of the Hall whilst ensuring future operational sustainability and effective community use, addressing in particular the needs of children, young people and families in the area.

PUBLIC CONSULTATION

The purpose of this consultation is to identify the community's preferred options for the use of the building. The findings will underpin a robust Brief and Business Plan. These will include a funding strategy, risk analysis, identify necessary capital works to the building and propose a management structure. These will allow the Client to seek further funding in order to transform the vision into a real-life project for the community.

BRUNTSFIELD ST. OSWALD'S

Bruntsfield St Oswald's are a new collaboration between the Eric Liddell Centre and Bruntsfield Primary School Parent Council, who have come together to safeguard St. Oswald's Church and Hall as a community facility. As such they have a shared interest in using the building to enhance their current activities within the local community. As a new community-based organisation they are aiming to take ownership through an Asset Transfer of the building from City of Edinburgh Council.

HOW DOES IT WORK ?

The team are considering a range of options for the use of St Oswald's Church and Hall. Exploring a range of broad options will allow for the identification of a suitable preferred option which will be financially sustainable and meet the outcomes desired by the client team and key stakeholders, including local community members.

YOUR VOICE

Your voice is important in making sure the most suitable use for St Oswald's Hall is identified. We need to know what you think St Oswald's Hall should be used for. Please take a look at the boards that follow, add your opinions with post-it notes and sticky dots and speak to members of the study team who are on hand to discuss the project and the consultation process.

02

THE SITE

ST. OSWALD'S HALL



Aerial view of St. Oswald's Church and Hall looking North.



View from Bruntsfield Primary School to St. Oswald's



View from Montpelier Park up to St. Oswald's



View from Montpelier to St. Oswald's



Site plan



Lane btw. hall and tenement



Lower Montpelier Pk entrance



Middle Montpelier Pk entrance



Montpelier level entrance



View from the corner of Montpelier Park and Montpelier

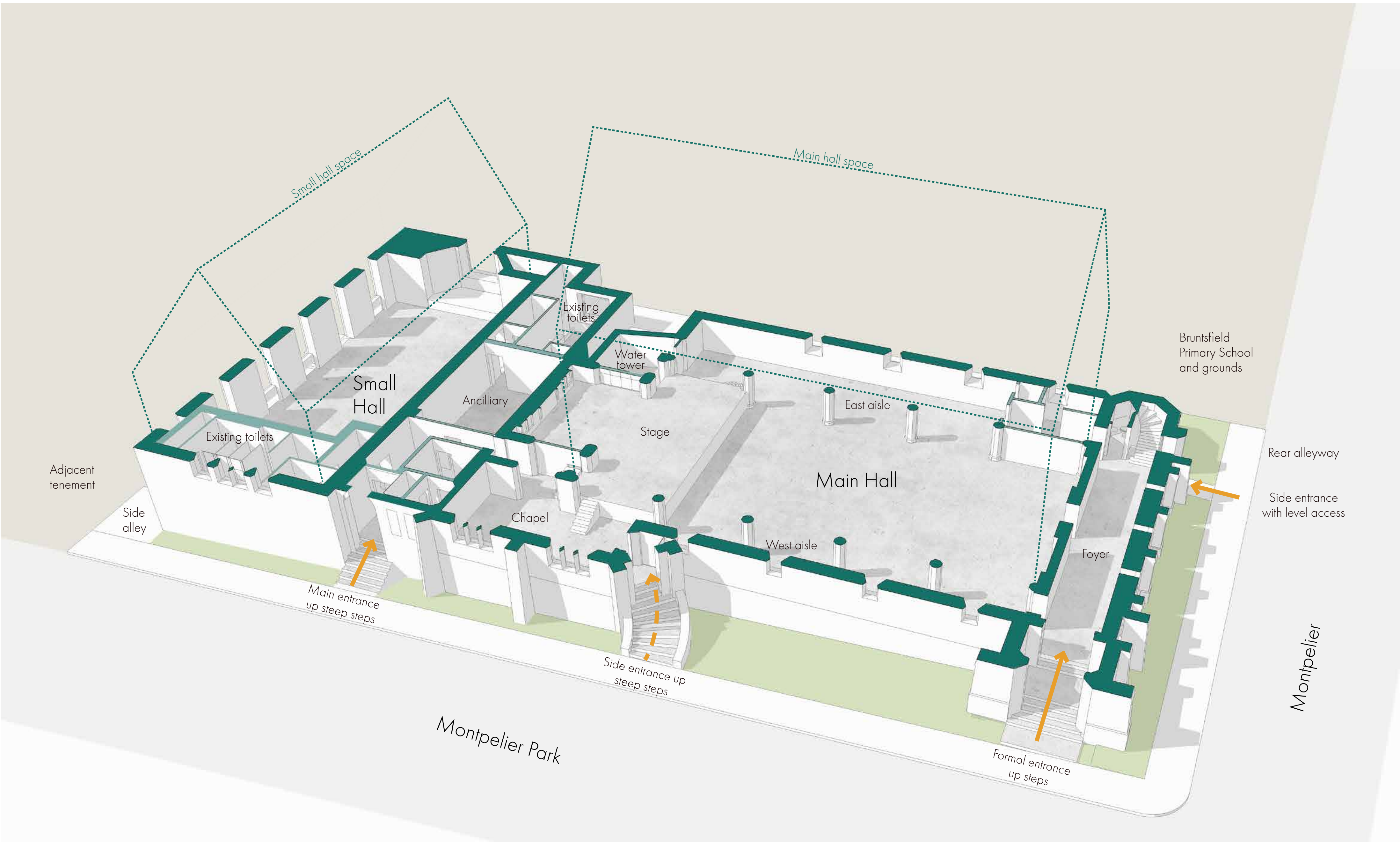


View of main entrance from Montpelier Park

03

THE BUILDING NOW

ST. OSWALD'S HALL



Plan view in three dimensions



Stained glass windows



East aisle



Main hall space with stage



West aisle



Gothic architectural detail



Elevation of small hall (to lane)



Stage area



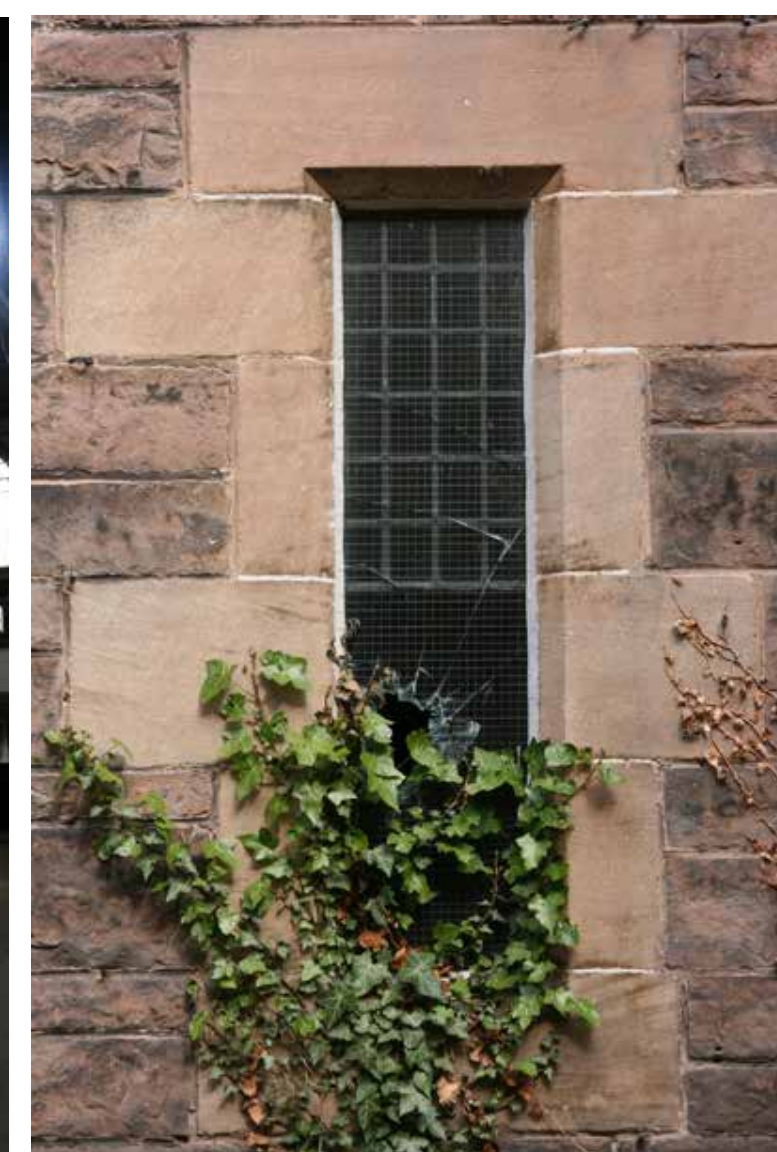
Gothic window, no stained glass



Foyer



Main hall looking towards foyer

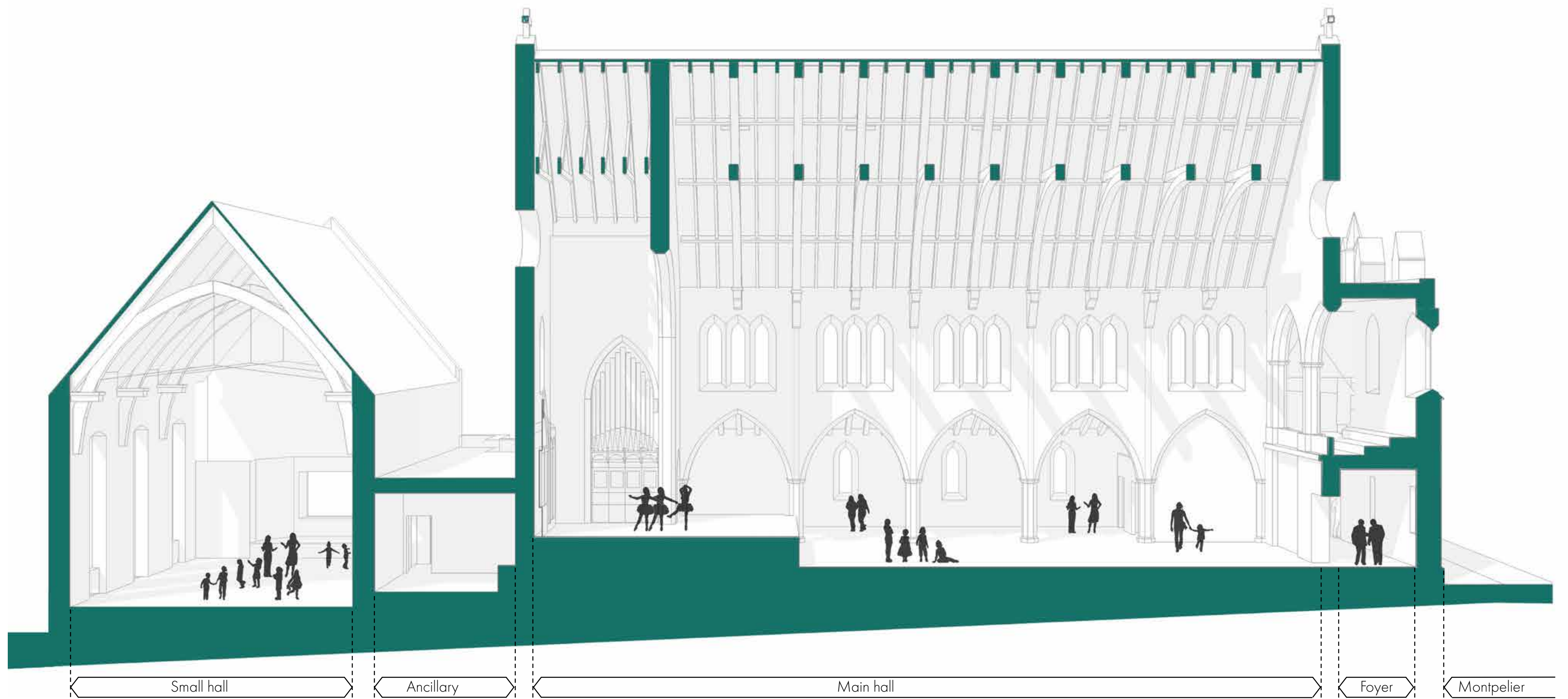


Window detail

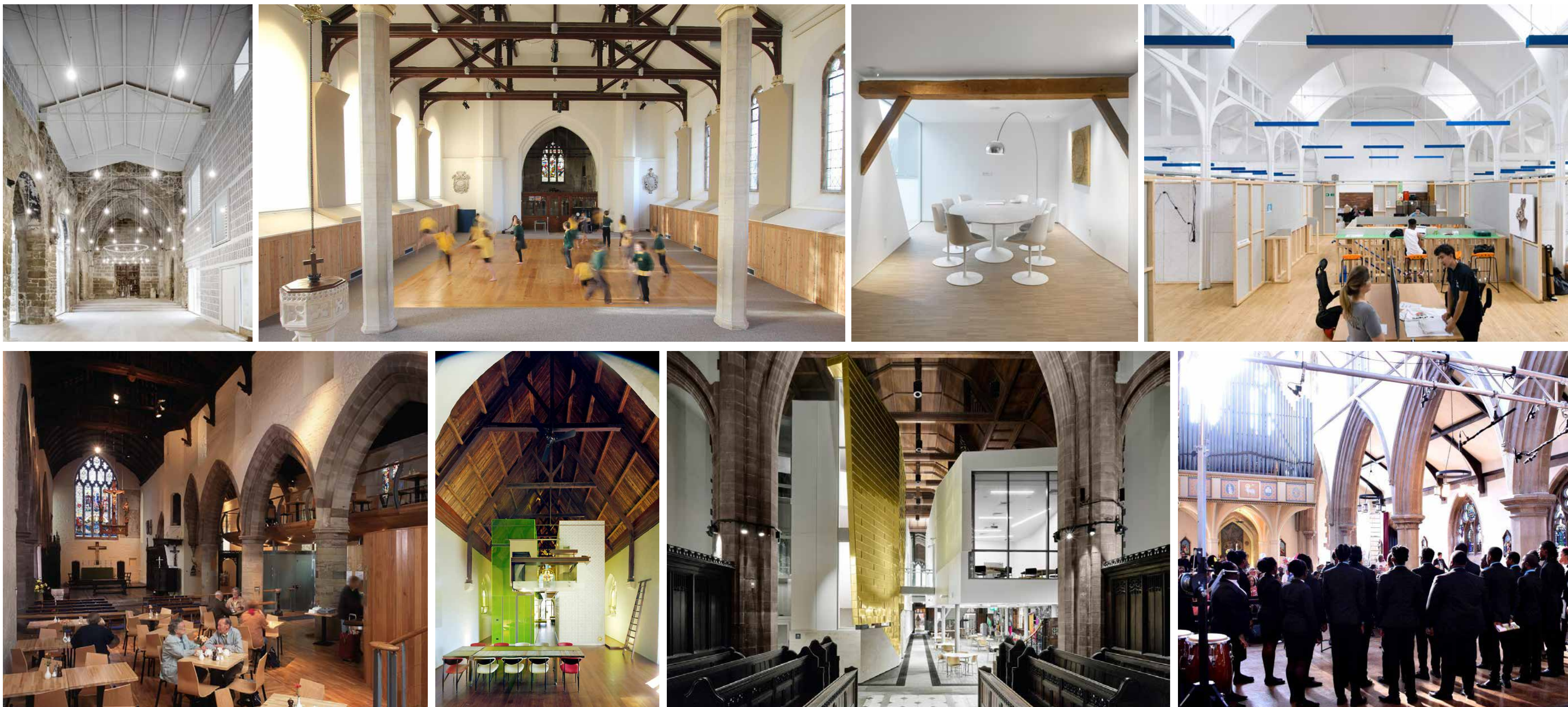
04

WHAT IT COULD BE

ST. OSWALD'S HALL



Long section with perspective



05

THE OPTIONS

CORE & SUPPORTING USES

The study team have identified a number of potential options for use of St Oswald's Hall based on market research and previous consultations.

The various possible uses for the Hall have been grouped broadly under **5 CORE uses** which have a community focus, and additional **SUPPORTING uses** which could help to financially support the core use.



CORE USES

- Families and young people
- Wider community use
- Sports
- Education and Training
- Events venue

SUPPORTING USES

- Hospitality
- Business
- Retail
- Residential

We would like to you know which CORE and SUPPORTING uses you would like to see in the building. Use the next boards to tell us and indicate your preference(s) for use.

06

CORE OPTION

FAMILIES & YOUNG PEOPLE

Development of a place for after-school/breakfast clubs, exercise classes, parent and baby classes, craft fairs, creative workshops, school fairs, and/or a gaming room



Please indicate if you are *For* or *Against* this core use option using the sticky dots provided. Add any further comments to explain your views or suggestions using post-it notes.

FOR

AGAINST

COMMENTS/ SUGGESTIONS

07

CORE OPTION

WIDER COMMUNITY USE

Development of spaces for room hire, exhibition spaces, a museum/heritage centre, soup kitchen, craft fairs, and/or exercise classes.



Please indicate if you are *For* or *Against* this core use option using the sticky dots provided. Add any further comments to explain your views or suggestions using post-it notes.

FOR

AGAINST

COMMENTS/ SUGGESTIONS

08

CORE OPTION

SPORTS

Development of sports facilities such as tennis/badminton courts, climbing wall, and/or gym etc.



Please indicate if you are *For* or *Against* this core use option using the sticky dots provided. Add any further comments to explain your views or suggestions using post-it notes.

FOR

AGAINST

COMMENTS/ SUGGESTIONS

09

CORE OPTION

EDUCATION AND TRAINING

Development of uses such as a library, study and revision spaces, training facilities and/or creative spaces.



Please indicate if you are *For* or *Against* this core use option using the sticky dots provided. Add any further comments to explain your views or suggestions using post-it notes.

FOR

AGAINST

COMMENTS/ SUGGESTIONS

10

CORE OPTION

EVENTS VENUE

Development of a venue for cultural and/or business events such as conferences, theatre, live music, festival shows, art exhibitions, comedy etc.



Please indicate if you are *For* or *Against* this core use option using the sticky dots provided. Add any further comments to explain your views or suggestions using post-it notes.

FOR

AGAINST

COMMENTS/ SUGGESTIONS

11 SUPPORTING OPTIONS

RESIDENTIAL/HOSPITALITY/BUSINESS/RETAIL

These are potential uses for some of the building that could compliment and financially support the core options. Some options identified are:

RESIDENTIAL : Private flats for sale or rent

HOSPITALITY: Café, restaurant, bar, wedding venue, spa

BUSINESS : Rented offices, studios or hot-desking spaces

RETAIL: Permanent or pop-up shopping



Please indicate if you are *For* or *Against* this core use option using the sticky dots provided. Add any further comments to explain your views or suggestions using post-it notes.

RESIDENTIAL		HOSPITALITY		BUSINESS		RETAIL	
FOR	AGAINST	FOR	AGAINST	FOR	AGAINST	FOR	AGAINST

COMMENTS/ SUGGESTIONS

12

ALTERNATIVES

ANY OTHER IDEAS?

We're interested to know if there are any other uses or activities you would like to see or do at St Oswald's. Use post-it notes to tell us.

Anything else you think St Oswald's Hall could be used for?

Anything else you want to tell us?

13

PREFERRED OPTIONS

THANK YOU!

Thank you for taking the time to come along and share your views on the development of St Oswald’s Hall. Before you go, we’d like to know one last thing:

Which of the core and supporting options you’ve seen would you most like St Oswald’s Hall to be used for?

Please place **ONE** sticky dot beside your preferred **CORE** option and one beside your preferred **SUPPORTING** option.

CORE OPTIONS

Families and young people	
Wider community use	
Sports	
Education and Training Centre	
Events venue	

SUPPORTING OPTIONS

Retail	
Hospitality	
Business	
Residential	
Other (please explain using a Post-It)	

Thank you again attending this consultation event and sharing your views.

If you require any further information please speak to a member of the study team or email admin@jura-consultants.co.uk.

4. LONG-LIST OPTIONS

4.1 Introduction

This section sets out the options appraisal. The first part details the options ‘long-list’ and includes the range of potential uses for St Oswald’s that have been identified over the course of this study through a combination of desk-based research and community and stakeholder consultation. This is followed by an appraisal of the ‘long-list’ and identification of the ‘short-list’ following consultation with the local community and key stakeholders. The short-list includes consideration of the potential architectural interventions, their scope, scale and cost. The second part appraises the ‘short-list’, assessing each on their deliverability, desirability and sustainability to reveal a preferred option (detailed in Section 6.0.)

4.2 Options Long-list

The following long-list of potential uses have been identified. Taking into consideration the vision and objectives for the study, these have been separated into potential ‘core’ uses which have an identifiable community benefit and ‘supporting’ uses which, whilst not having a direct community benefit, would serve to ensure a financially sustainable case for St Oswald’s and the potential community use(s). The options are intentionally broad at this stage to allow for a wider assessment of the desires of the local community and key stakeholders.

TABLE 4.1 LONG-LIST OPTIONS	
Use	Examples
Core Uses	
Families and Young People	After-school/breakfast clubs, exercise classes, parent and baby classes, craft fairs, creative workshops, school fairs, a gaming room etc.
Wider Community Use	Room hire, exhibition spaces, a museum/heritage centre, soup kitchen, craft fairs, exercise classes.
Sports	Development of sports facilities such as tennis/badminton courts, climbing wall, swimming pool, gym etc.
Education and Training	Development of uses such as a library, study and revision spaces, training facilities and creative spaces.
Events Venue	Development of a venue for cultural and business events such as conferences, theatre, live music, fringe/festival shows, comedy etc.
Supporting Uses	
Residential	Private let flat or flats, residential accommodation etc.
Hospitality	Café, restaurant/bar, wedding venue, spa.
Business	Private let offices, studio spaces, hot-desking spaces where desks are hired by different user on a daily/hourly rate.
Retail	Private let or pop-up retail spaces.



4.3 Community Consultation

A drop-in community consultation event was held at the Eric Liddell Centre on 28th May 2019 from 2pm – 8pm in order to understand the preferences of the local community with regard to the above uses, and to ascertain any concerns and requirements of local residents and potential future users of the Hall. Further feedback was additionally gathered at the Bruntsfield Primary School Summer Fete on 1st June 2019.

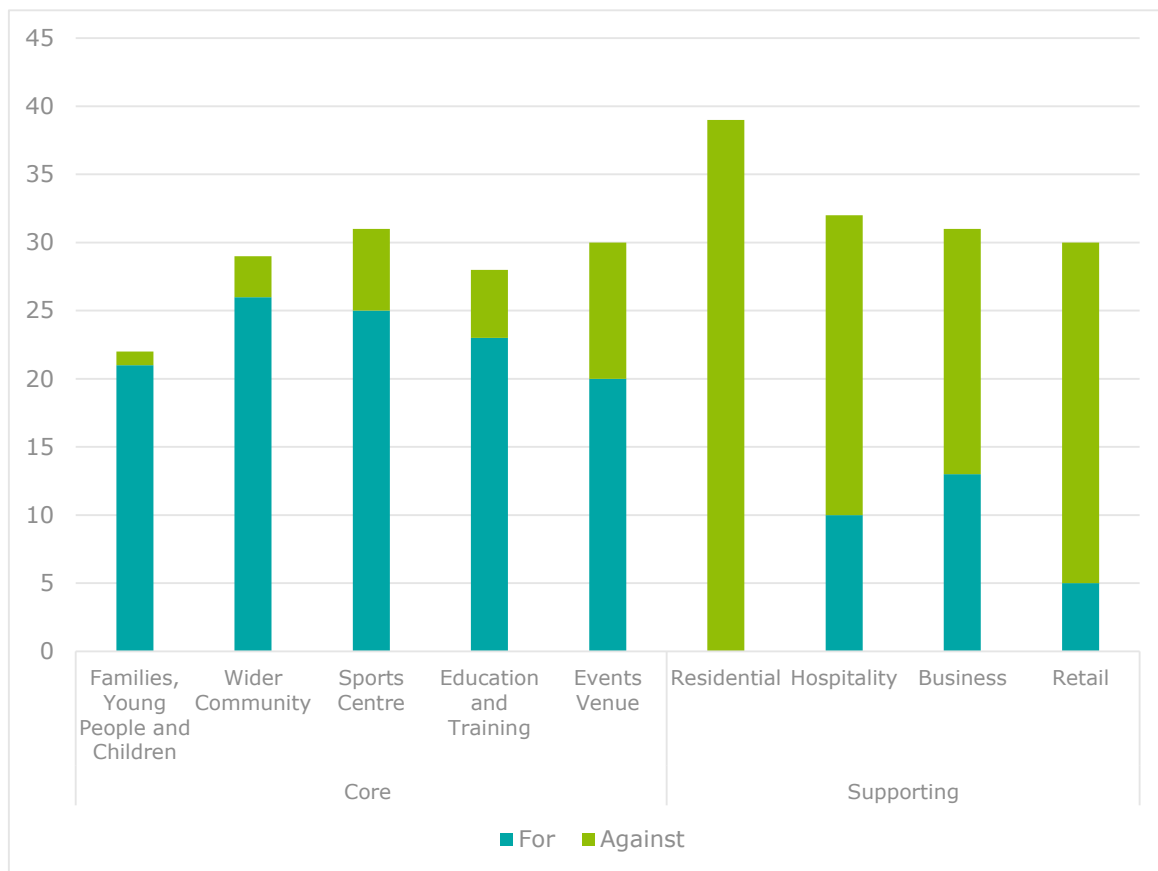
Each event had a number of large boards with introductory information setting the building in its context, introducing the project and the study team, and setting out potential 'core' and 'supporting' uses for feedback and comment. The drop-in event was facilitated by Jura Consultants with support from WT Architecture, whilst the second event was overseen by members of the client team, Bruntsfield St Oswald's, with material provided by the study team.

Levels of participation and engagement were particularly high for this type of consultation event with approximately 90 people attending. Participants generally represented a wide age range, from children and young adults to retirees. A large majority of these were parents of Bruntsfield Primary School with their children, although other groups were represented at the event including local residents, regular users of the Eric Liddell Centre, local council members, business-owners, and ex-users and staff of St Oswald's. Dwell time was particularly high, with many staying for up to an hour to discuss thoughts, preferences and proposals for the building with the study team and other members of the community.

This section summarises feedback from the event. The results presented here will be used to inform the next stage of the options appraisal process.



4.4 Feedback Summary



- The overriding opinion, conveyed almost unanimously, was that St Oswald’s should be brought back into **use for the community** and be open and accessible ‘for all’. In general, participants acknowledged the scale of the building and the opportunity to have a mixed use option to ensure financial viability. Private and commercial income generating uses were therefore supported as long as community use remained the focus.
- As demonstrated by the above graph, the mood was strongly against any **private redevelopment of St Oswald’s Hall** with a general view that this would place undue pressure on already oversubscribed local services.
- The use of St Oswald’s Hall as additional space for Bruntsfield Primary School, and other local primary schools, was highlighted by attendees as a key opportunity to address the oversubscribed nature of the school (currently by ~200 pupils) and increase space for **after school and breakfast clubs**, extra-curricular activities, and study and learning spaces.
- The use of the Hall for **sports** was generally well supported with activities such as badminton, tennis, fitness classes and football mentioned amongst others. There was some concerns voiced on the number of existing local resources for sports in the area as well as the ‘Edinburgh Leisure funding crisis’. Overall however, attendees were receptive to sports use as long as it remained ‘for the community’.



- A number of attendees, when asked about the use of St Oswald's for young people and children specifically, were keen to see **uses and activities for elderly people** alongside and incorporated into those for young people and children. It was felt that intergenerational activities could help to improve the **health and wellbeing** of Bruntsfield's older population particularly as a 'safe space for older people to meet up and socialise' and to 'help rebuild contacts and reduce isolation'. Activities and classes for dementia patients were highlighted as a possible use to support the elderly, although this could risk duplication of services provided by the Eric Liddell Centre and as such, due consideration would need to be given on the types of services for the elderly which could work well in tandem with those for young people, families and children and those already provided by the ELC.
- Health and wellbeing was raised a number of times by consultees as a particular focus for use. Key **services for SEN children** were highlighted as particularly lacking in Bruntsfield with the Primary School currently taking children to The Yard at Stockbridge to use their sensory rooms. Other suggestions included spaces for child disability support groups and mental health support groups.
- Other participants expressed a desire to **maintain a large space** for music events, rehearsals, dances, private hire, conferences and other group activities, particularly given the lack of large spaces at the Eric Liddell Centre and the lack of affordable provision of community space in the local area. The stage and rig were also mentioned as an assets which should be maintained for events use.
- Some consultees however, had concerns over the use of St Oswald's for events, particularly late night events, due to the likely **noise disturbance, lack of suitable parking and lack of suitable access points for goods/delivery services**. A number of nearby residents on Montpellier Park and Montpellier expressed worry at the impact on their quality of living late night events might have, especially given restrictions on installing UPVC windows as a result of being located in the Marchmont, Meadows and Bruntsfield Conservation Area. A number of residents were accepting, and indeed supportive, of the need to develop St Oswald's however, expressed a concern that due consideration of their needs would not be taken into account. Thought therefore would need to be given on the types of events and late-night uses suitable for the Hall if this use were to be taken forward as the preferred, or an element of the preferred, option.
- Consultees were asked which 'supporting' uses they would like to see that could ensure the financial sustainability of the Hall. In general, consultees were strongly against developing the building for **residential use** expressing concern over the pressure this would place on local services. Of the four 'supporting' uses, **business use** received the most support as the best type of usage to ensure a sustainable case for the Hall. This took the form of 'hot-desking' or 'affordable rental spaces for local businesses and entrepreneurs' in particular. Consultees were strongly against the private use of the Hall for retail, but were keen to support local 'pop-up' shops which could tie into wider community use (e.g. craft fairs).



Key Consultation Messages

- The consultation has confirmed that there is a strong desire for the core use of St Oswald’s to be community focussed with a wide range of possible activities being identified. These include exercise classes, breakfast and after school clubs, and intergenerational workshops. The Eric Liddell Centre, as a partner in the project and a viable comparator, provides a sound model upon which to consider the operation of St Oswald’s as a sustainable community centre.
- That said, many consultees were understanding of the need to have a commercial supporting use. Of the four suggested, office use taking the form of ‘hot-desking’ for local entrepreneurs and small businesses was the most desirable.

In response to the feedback from the community consultation, we have further assessed the market provision for childcare provision and ‘hot-desking’/flexible working office space. This is presented as Appendix C.

4.5 Long-list Appraisal

The long-listed options have been assessed following the results of the consultation and scored from ‘low’ to ‘high’ based on their desirability.

TABLE 4.2 LONG-LIST ASSESSMENT		
Option	Potential	Rationale
Core Uses		
Families and Young	High	Location adjacent to Bruntsfield Primary School presents an opportunity to be used as a space for families and young people. Community consultation highlighted this type of use as a highly desirable. Both the Yard and Kidzcare expressed interest in occupying the building for this type of use, however both would require outdoor space with the former having exclusive use of at least one part of the building with high security necessary.
Wider Community Use	High	Strongly desired by the local community if combined with use for families and young people. Use for the elderly and for health & well-being services would be undesirable if services were duplicated by those already provided by the Eric Liddell Centre. Market appraisal and consultation highlights the lack of a large hireable space locally. Preferable that this is retained for community use. Supporting facilities and interventions which provide flexibility in space would be key for maximizing use of both the Main and Small Halls.



TABLE 4.2 LONG-LIST ASSESSMENT		
Option	Potential	Rationale
Sports	Low	General desire amongst the community as a core use however, with low market demand. Level of intervention would mean the costs of fitting and providing the necessary facilities would limit a multi-use, flexible option. Large Hall could be used for sports if Small Hall was kept for community use. Cost of fitting would make this option unsustainable to commercially support any community use.
Education and Training	Low	Some interest in the local community to provide study spaces for young people/children but generally low market demand with accessible libraries at Morningside and Fountainbridge. Greater interest from the local community to provide spaces for arts/crafts, although this is well provided for in the local area by the newly opened Edinburgh Printmakers. Supporting facilities and interventions would have to be flexible for this type of use to make it viable as a primary core use.
Events Venue	Medium	Desirability for this use would be low if it meant significant noise disturbance for local residents and additional pressure on parking, as frequently expressed at the community consultation. Market appraisal highlights the majority of festival and wedding venue comparators as having a central location with the majority being located on, or nearby, Edinburgh’s principal streets. However, Bruntsfield’s proximity to the Meadows as a festival hotspot means it could be used as a potential secondary use of either the Main or Small Hall (if the other is used as a community space).
Supporting Uses		
Residential	Low	Extremely low desire amongst local community. Would provide necessary rental income to support the sustainability of the building but pressure on local services and facilities (i.e. parking and over-subscription of Bruntsfield Primary School), and accessibility would be a significant barrier.
Hospitality	Low	Use as a wedding and festival venue highly undesirable by local community. Again, market appraisal highlights the majority of festival and wedding venue comparators as having a central location with the majority being located on, or nearby, Edinburgh’s principal streets. Use as a restaurant or bar would provide commercial rental income which could support core community use, however noise disturbance and parking would again be an issue. Café would be desirable as part of a mixed-use offer complementing proposed community uses. Market research demonstrated that nearly all comparators have a supporting café with the Eric Liddell Centre and Columcille Centre both



TABLE 4.2 LONG-LIST ASSESSMENT		
Option	Potential	Rationale
		demonstrating the necessity for a café to provide a catering service to support their care and wellbeing services.
Business	Medium	Low desire amongst the community however there is potential market demand for 'hot-desking'/flexible office use space. Rental income from office space would offer potential to support the sustainability of the complex enabling other non-commercial usages to be incorporated elsewhere. Large scale of the building and multiple large spaces could make this feasible. Ultimately most desirable and sustainable of the four supporting uses when combined with a core community use.
Retail - Private let or pop-up retail spaces.	Low	Very low desire from the local community to see a commercial retail provider occupy the building. Some small support for 'pop-up' retail spaces if this meant providing an opportunity for community and local craft-makers to sell goods.

Uses rated as 'high' have been taken forward to form the basis of the short-listed options. 'Medium' rated options for both the core and supporting uses have been taken forward to create alternatives. These are:

- Core uses: Community use for children, young people and families, and the wider community
- Supporting uses: Events and office use ('hot-desking'/flexible)



5. SHORT-LIST OPTIONS

5.1 The Options

The short-list options include those rated as ‘high’ from the long-list assessment. The use of St Oswald’s for community use for both families and young people and the wider community therefore feature in every option. ‘Medium’ options for both the core and supporting uses have been taken forward to create different use combinations with alternative business models and varying levels of capital investment. With multiple options for configuration of both the Small Hall and Main Hall, the short-listed options present the different optimum use combinations based on two architectural intervention scope options (outlined in Section 5.2), and are therefore led by these with a combination of community use, events use, and office use.

TABLE 5.1 SHORT-LIST OPTIONS			
OPTION	CATEGORY	USES	BUILDING IMPLICATIONS
Option 1a	Community with Events Use	Main Hall: Community Use Small Hall: Events Use	Refurbish main hall (retain stage) and small hall as is with supporting facilities, e.g. toilets and kitchenette. Ability to access Main Hall and Small Hall independently.
Option 1b	Community/Events Use with Offices	Main Hall: Events Use Small Hall: Community Use	Refurbish main hall (retain stage) and small hall as is with supporting facilities, e.g. toilets and kitchenette. Ability to access Main Hall and Small Hall independently.
Option 1c	Community/Events Use with Offices	Main Hall: Office Use Small Hall: Community Use	Refurbish main hall (retain stage) and small hall as is with supporting facilities, e.g. toilets and kitchenette. Ability to access Main Hall and Small Hall independently.
Option 2	Community/Events Use with Offices	Main Hall: Community use Small Hall: Office use over two floors	Implications as in Option 1. Maximise floor area in Small Hall to include new first floor level.



TABLE 5.1 SHORT-LIST OPTIONS			
OPTION	CATEGORY	USES	BUILDING IMPLICATIONS
Option 3	Community/Events Use with Offices	Main Hall: Office use over two floors Small Hall: Community use over two floors	Implications as in Option 1. Maximise floor area in Main Hall to include mezzanine level.

5.2 The Building Uses

Families and young people

The potential to provide wraparound care for approximately 100 children was identified, during the hours of 7:30-9am and 3:30-6pm. St Oswald’s Hall could accommodate numbers greater than this. The main Hall exceeds the minimum space standards set by the Care Inspectorate for ‘play and movement’ of 2.3m² per child.

There is a presumption within this option that any childcare services are not being provided with dedicated fixed play equipment, nor the building outfitted with child-specific decoration and fittings. This is to maintain the potential for use of the space by the wider community outside of the core childcare use hours. However, this would require more substantial storage space.

There was strong feedback that new childcare facilities should include an area for preparing and consuming meals. We envisage this space having a more domestic ‘home kitchen’ character, rather than that of a commercial catering facility.

Mixing childcare and use by the general public would require robust safety and access control measures to all parts of the building where children may be present, in line with Care Inspectorate guidance.

Care Inspectorate standards require sanitary provision at a ratio of 1:10, equating to a minimum of 10 WCs for this proposed use. Sanitary accommodation used by children must be private and protected from use by other members of the public or staff. Staff numbers are assumed to be up to 5no., requiring only 1no. staff WC. If the building is also to support wider community use, then sanitary and other facilities would have to be carefully designed to cater for use by small children and adults alike, without inefficient duplication of resources.

Wider community use

There is an aspiration to retain the use of either the Main Hall or Small Hall spaces as multi-functional gathering space. These uses could range from physical activities such as yoga sessions; to craft fairs; to musical performances. Space(s) would be hired out to outside groups. It was agreed that performance-style events should still be possible, so any changes to the interior layout should not prohibit this.



**BRUNTSFIELD ST OSWALDS
OPERATIONAL CASH FLOWS**

SUMMARY

	Base Case	CHILDCARE SENSITIVITIES		
		Increased Staff Costs	Rates + 10%	Utilisation and costs -ve 20%
CHILDCARE				
Income				
Breakfast club	£49,400	£49,400	£54,340	£39,520
After school (M-T)	£342,000	£342,000	£376,200	£273,600
After school (F)	£124,875	£124,875	£137,363	£99,900
Holiday club (Easter, Half Terms only)	£25,000	£25,000	£27,500	£20,000
TOTAL	£541,275	£541,275	£595,403	£433,020
Staff Costs				
Manager	£57,892	£57,892	£57,892	£57,892
Assistant Manager(s)	£80,352	£80,352	£80,352	£64,282
Playworkers	£171,600	£205,920	£171,600	£137,280
TOTAL	£309,844	£344,164	£309,844	£259,454
Other Costs				
Food	£72,610	£72,610	£72,610	£58,088
Resources	£23,760	£23,760	£23,760	£19,008
Insurance	£40,000	£40,000	£40,000	£40,000
Marketing	£10,000	£10,000	£10,000	£10,000
IT and systems	£10,000	£10,000	£10,000	£10,000
TOTAL	£156,370	£156,370	£156,370	£137,096
CHILDCARE SURPLUS	£75,061	£40,741	£129,188	£36,470
EVENTS				
Event Hire Revenue	£46,835	£46,835	£46,835	£46,835
Festival Let Revenue (£Nil assumed)	£0	£0	£0	£0
EVENTS SURPLUS	£46,835	£46,835	£46,835	£46,835
Contribution to building	£75,000	£75,000	£75,000	£75,000
TOTAL SURPLUS FROM OPERATIONS	£46,896	£12,576	£101,023	£8,305

**BRUNTSFIELD ST OSWALDS
CHILDCARE CASH FLOWS**

Inputs

INCOME

Base Case

	Breakfast club	After school (M-T)	After school (F)	Holiday club (Easter, Half Terms only)	Total
£ per day (per child)	£5.20	£12.50	£18.75	£25.00	
Days per week	5	4	1	5	
£ per week	£26.00	£50.00	£18.75	£125.00	
Weeks per year	38	38	37	4	
£ per year (per child)	£988	£1,900	£694	£500	
Small Hall	50	80	80	50	
Large Hall	0	100	100	0	
Small Hall income	£49,400	£152,000	£55,500	£25,000	£281,900
Large Hall income	£0	£190,000	£69,375	£0	£259,375
Total income	£49,400	£342,000	£124,875	£25,000	£541,275

Upside - rates + 10%

	Breakfast club	After school (M-T)	After school (F)	Holiday club (Easter, Half Terms only)	Total
£ per day (per child)	£5.72	£13.75	£20.63	£27.50	
Days per week	5	4	1	5	
£ per week	£28.60	£55.00	£20.63	£137.50	
Weeks per year	38	38	37	4	
£ per year (per child)	£1,087	£2,090	£763	£550	
Small Hall	50	80	80	50	
Large Hall	0	100	100	0	
Small Hall income	£54,340	£167,200	£61,050	£27,500	£310,090
Large Hall income	£0	£209,000	£76,313	£0	£285,313
Total income	£54,340	£376,200	£137,363	£27,500	£595,403

Downside - utilisation -ve 20%

	Breakfast club	After school (M-T)	After school (F)	Holiday club (Easter, Half Terms only)	Total
£ per day (per child)	£5.20	£12.50	£18.75	£25.00	
Days per week	5	4	1	5	
£ per week	£26.00	£50.00	£18.75	£125.00	
Weeks per year	38	38	37	4	
£ per year (per child)	£988	£1,900	£694	£500	
Small Hall	40	64	64	40	
Large Hall	0	80	80	0	
Small Hall income	£39,520	£121,600	£44,400	£20,000	£225,520
Large Hall income	£0	£152,000	£55,500	£0	£207,500
Total income	£39,520	£273,600	£99,900	£20,000	£433,020

**BRUNTSFIELD ST OSWALDS
CHILDCARE CASH FLOWS**

Inputs

STAFF COSTS

Base Case

	Manager	Assist manager	Playworkers	#children	ratio
Staff Nos					
B club termtime	0	1	6	50	8.33
After school	1	2	20	180	9.00
Holiday club (manager ft)	1	0	6	50	8.33
<i>FTE equivalent</i>	1	2	n/a		

	Salary	NIC	Pension	Total
			<i>Salary exchange 5%&3%=8%</i>	
Salary costs				
Manager (FT)	£50,000	£5,392.49	£2,500.00	£57,892
Assist manager (FT)	£35,000	£3,425.99	£1,750.00	£40,176

Based on £10 per hour (premium to current Scottish Living Wage of £9 per hour)

	M-T	F		
Playworkers (after school term)	3	6		
Hours per day (3pm til 6pm)				
Rate	£10.00	£10.00		
	£4,560	£2,220		
Annual	£6,780	£0	£0	£6,780

	M-F			
Playworkers (breakfast)	2			
Hours per day (7am til 9am)				
Rate	£10.00			
	£3,800			
Annual	£3,800	£0	£0	£3,800

	M-F			
Holiday club (per week)	11			
Hours per day (7am til 6pm)				
Rate	£10			
	£2,200			
Annual	£2,200	£0	£0	£2,200

	Manager	Assit manager	Playworkers	Total
Staff Costs				
B club termtime			£22,800	£22,800
After school			£135,600	£135,600
Holiday club			£13,200	£13,200
Management	£57,892	£80,352		£138,244
Total	£57,892	£80,352	£171,600	£309,844

Sensitivity - increase to £12 per hour

	Manager	Assit manager	Playworkers	Total
Staff Costs				
B club termtime			£27,360	£27,360
After school			£162,720	£162,720
Holiday club			£15,840	£15,840
Management	£57,892	£80,352		£138,244
Total	£57,892	£80,352	£205,920	£344,164

Sensitivity - utilisation reduces 20%

	Manager	Assit manager	Playworkers	Total
Staff Costs				
B club termtime			£18,240	£18,240
After school			£108,480	£108,480
Holiday club			£10,560	£10,560
Management	£57,892	£64,282		£122,174
Total	£57,892	£64,282	£137,280	£259,454

**BRUNTSFIELD ST OSWALDS
CHILDCARE CASH FLOWS**

Inputs

OTHER COSTS

Food	Kids	Days	Rate	Total
B club termtime	50	190	£1.50	£14,250
After school (M-T)	180	152	£1.50	£41,040
After school (F)	180	37	£2.00	£13,320
Holiday club	50	20	£4.00	£4,000
				£72,610

Resources	Kids	Days	Rate	Total
B club termtime	50	190	£0.50	£4,750
After school (M-T)	180	152	£0.50	£13,680
After school (F)	180	37	£0.50	£3,330
Holiday club	50	20	£2.00	£2,000
				£23,760

Insurance	Total
Estimate	£40,000

Marketing	Total
Estimate	£10,000

IT & Systems / Accounts / Payroll	Total
Estimate	£10,000

GENERIC COST ACROSS ALL ACTIVITIES - CHILDCARE AND EVENTS

Building Costs	Total

Contribution to B St O's

£75,000

**BRUNTSFIELD ST OSWALDS
EVENT HIRE CASH FLOWS**

Inputs

INCOME

Base Case Assumptions:

Availability

9am-3pm & 6pm-8pm weekdays (8 hrs)

9am-6pm weekends (9 hrs)

Rates

Based on ELC

Small Hall £35 per hour

Large Hall £50 per hour

Occupancy

25% over 38 weeks

	Base	Sensitivity 1 (additional hours)	Sensitivity 2 (better occupancy)	Sensitivity 3 (additional hours)
Weeks	38	38	38	38
Weekday hours	8	9	8	8
Weekday occupancy	25%	25%	35%	25%
Weekend hours	9	12	9	9
Weekend occupancy	25%	25%	35%	25%
Small Hall hourly rate	£35.00	£35.00	£35.00	£40.00
Large Hall hourly rate	£50.00	£50.00	£50.00	£60.00
<u>Small Hall</u>				
Weekdays	£13,300	£14,963	£18,620	£15,200
Weekends	£5,985	£7,980	£8,379	£6,840
Total	£19,285	£22,943	£26,999	£22,040
<u>Large Hall</u>				
Weekdays	£19,000	£21,375	£26,600	£22,800
Weekends	£8,550	£11,400	£11,970	£10,260
Total	£27,550	£32,775	£38,570	£33,060
TOTAL EVENT HIRE	£46,835	£55,718	£65,569	£55,100

APPENDIX 7B

BRUNTSFIELD ST OSWALDS OVERALL PROJECT CASH FLOWS

<i>All numbers in £'000</i>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	
Program															
Design works, planning and consents				8 months											
Acquisition of building				Acq											
Initial works					4 months - works pre main contract										
Main contract works									10 months (9 per program plus 1 month)						
Practical completion															
Operational															
A: Purchase of Hall															
Acquisition of property from CEC						(200)									
LBTT (assume charities relief available)						0									
Legal Fees						(5)									
B: Refurbishment of Hall (per GLM)															
Immediate works	(5)	(5)	(5)	(5)	(12)	(18)	(19)	(16)	(23)	(23)	(22)	(19)	(50)	(50)	
VAT	(1)	(1)	(1)	(1)	(2)	(4)	(4)	(3)	(5)	(5)	(4)	(4)	(10)	(10)	
TOTAL COSTS	(6)	(6)	(6)	(211)	(14)	(21)	(22)	(19)	(27)	(27)	(27)	(23)	(60)	(60)	
CUMULATIVE COSTS	(6)	(12)	(18)	(230)	(244)	(265)	(287)	(306)	(334)	(361)	(388)	(411)	(471)	(531)	
C: Funding															
SLF					205										
Development funding (to be arranged)	6	6	6	6	14	21	22	19	27	27	27	23	60	60	
Other operational funding															
TOTAL FUNDING	6	6	6	211	14	21	22	19	27	27	27	23	60	60	
CUMULATIVE FUNDING	6	12	18	230	244	265	287	306	334	361	388	411	471	531	
D: Childcare and Other Operations															
Income (3 months to achieve run rate)															
Event Hire Revenue															
Costs															
NET CONTRIBUTION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CUMULATIVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
E: Building Costs															
Building costs and sinking fund															
TOTAL COSTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CUMULATIVE COSTS (SINKING FUND)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
NET CASH FLOW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CUMULATIVE CASH FLOW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

APPENDIX 7B

BRUNTSFIELD ST OSWALDS OVERALL PROJECT CASH FLOWS

	29	30	31	32	33	34	35	36	37	38	39	40	41	42
	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
<i>All numbers in £'000</i>														
Program														
Design works, planning and consents														
Acquisition of building														
Initial works														
Main contract works														
Practical completion														
Operational														
A: Purchase of Hall														
Acquisition of property from CEC														
LBTT (assume charities relief available)														
Legal Fees														
B: Refurbishment of Hall (per GLM)														
Immediate works														
VAT														
TOTAL COSTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CUMULATIVE COSTS	(761)	(761)	(761)	(761)	(761)	(761)	(761)	(761)	(761)	(761)	(761)	(761)	(761)	(761)
C: Funding														
SLF														
Development funding (to be arranged)														
Other operational funding			(12)			(10)			(10)			(9)		
TOTAL FUNDING	0	0	(12)	0	0	(10)	0	0	(10)	0	0	(9)	0	0
CUMULATIVE FUNDING	802	802	790	790	790	780	780	780	770	770	770	761	761	761
D: Childcare and Other Operations														
Income (3 months to achieve run rate)	52	64	52	52	52			52	64	52	52	52	52	64
Event Hire Revenue	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Costs	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)	(39)
NET CONTRIBUTION	17	29	17	17	17	(35)	(35)	17	29	17	17	17	17	29
CUMULATIVE	79	108	125	142	158	124	89	105	134	151	168	184	201	230
E: Building Costs														
Building costs and sinking fund	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)
TOTAL COSTS	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)
CUMULATIVE COSTS (SINKING FUND)	(69)	(75)	(81)	(88)	(94)	(100)	(106)	(113)	(119)	(125)	(131)	(138)	(144)	(150)
NET CASH FLOW	10	23	(2)	10	10	(51)	(41)	10	13	10	10	1	10	23
CUMULATIVE CASH FLOW	52	74	73	83	94	43	1	12	25	35	46	47	57	80

APPENDIX 7B

BRUNTSFIELD ST OSWALDS OVERALL PROJECT CASH FLOWS

	43 Apr-24	44 May-24	45 Jun-24	46 Jul-24	47 Aug-24	48 Sep-24
<i>All numbers in £'000</i>						
Program						
Design works, planning and consents						
Acquisition of building						
Initial works						
Main contract works						
Practical completion						
Operational						
A: Purchase of Hall						
Acquisition of property from CEC						
LBTT (assume charities relief available)						
Legal Fees						
B: Refurbishment of Hall (per GLM)						
Immediate works						
VAT						
TOTAL COSTS	0	0	0	0	0	0
CUMULATIVE COSTS	(761)	(761)	(761)	(761)	(761)	(761)
C: Funding						
SLF						
Development funding (to be arranged)						
Other operational funding						
TOTAL FUNDING	0	0	0	0	0	0
CUMULATIVE FUNDING	761	761	761	761	761	761
D: Childcare and Other Operations						
Income (3 months to achieve run rate)	52	52	52			52
Event Hire Revenue	4	4	4	4	4	4
Costs	(39)	(39)	(39)	(39)	(39)	(39)
NET CONTRIBUTION	17	17	17	(35)	(35)	17
CUMULATIVE	247	264	280	245	210	227
E: Building Costs						
Building costs and sinking fund	(6)	(6)	(6)	(6)	(6)	(6)
TOTAL COSTS	(6)	(6)	(6)	(6)	(6)	(6)
CUMULATIVE COSTS (SINKING FUND)	(156)	(163)	(169)	(175)	(181)	(188)
NET CASH FLOW	10	10	10	(41)	(41)	10
CUMULATIVE CASH FLOW	91	101	112	70	29	40

APPENDIX 7B

BRUNTSFIELD ST OSWALDS BUILDING WORKS CASH FLOWS

#	Item	Sum	Immediate 0-1 Year	Medium 2-5 Years	Long 5-10 Years	1 Oct-20	2 Nov-20	3 Dec-20	4 Jan-21	5 Feb-21	6 Mar-21	7 Apr-21	8 May-21	9 Jun-21	10 Jul-21	11 Aug-21	12 Sep-21
1	Backlog Maintenance																
1.1	Enabling works																
1.1.1	Remove all loose fittings and furniture from the building, including all black-out blinds	2,500	2,500								2,500						
1.2	Remedial works																
1.2.1	Repair rot-affected valley gutter	6,750	6,750								2,250	2,250	2,250				
1.2.2	Provisional allowance for additional rot works	10,000	10,000											2,500	2,500	2,500	2,500
1.2.3	Carry out targeted removal of internal finishes from other pitched roof eaves, ridges and abutments.	2,000	2,000														
1.2.4	Immediate masonry stabilisation on health & safety grounds	4,375	4,375							1,458	1,458	1,458					
1.2.5	Renewal of pinnacles	17,500		17,500													
1.2.6	Carry out localised repairs of missing or damaged slates	4,000	4,000							1,000	1,000	1,000	1,000				
1.2.7	Strip off existing internal wall and ceiling finishes around SE corner of existing male changing room. Apply specialist treatments to remove internal fungal growths	500	500												250	250	
1.2.8	Install drainage connections to the freely discharging downpipe at the east gable of the north hall.	500	500											250	250		
1.2.9	Ensure all windows and doors are secure and weathertight. Replace broken panes or provide temporary glazing where necessary																
	a Immediate works to ensure wind and watertight and secure	5,000	5,000							1,250	1,250	1,250	1,250				
	b Overhaul small windows	7,200		7,200													
	c Overhaul large windows	3,750		3,750													
1.2.10	Repair flat roofs																
	a Short term works	7,500	7,500							1,875	1,875	1,875	1,875				
	b Full replacement	22,500		22,500													
1.2.11	Redecoration and repair of all existing rainwater goods																
	a Immediate emergency works not requiring scaffold	1,000	1,000							333	333	333					
	b Gutters - repair and redecorate	5,250		5,250													
	c Downpipes - repair and redecorate	4,200		4,200													
1.2.12	Replacement of all pitched roof valley, abutment, skew and ridge flashings	10,943		10,943													
1.2.13	Installation of lead channels or similar to low pitched roofs to main hall, to eliminate water damage to slating from rainwater downpipes above	5,460		5,460													
1.2.14	Further investigatory work to determine whether the north Hall requires full or partial reslating	1,500	1,500														
1.2.15	Allow for re-slate if required	15,860		15,860													
1.2.16	Develop a holistic architectural conservation strategy for the repair or replacement of all external masonry.	2,500		2,500													
1.2.17	Full stonework overhaul - provisional assessment	150,000			150,000												
1.2.18	Remove vegetation	2,000	2,000							667	667	667					
2	Upgrade work																
2.1	Insulation work																
2.1.1	Insulate flat roofs when re-covering	12,000		12,000													
	a Make good junctions adjacent	4,200		4,200													
2.1.2	Insulate suspended timber floor.	28,250	14,125	14,125										1,569	1,569	1,569	1,569
2.1.3	Window upgrades - secondary glazing	50,500	1,500	24,000	25,000									500	500	500	
	a Small windows																
	b Large windows																
2.1.4	Draught-strip existing doors.	4,500	4,500											1,500	1,500	1,500	
2.1.5	New rooflights	4,500	4,500											1,500	1,500	1,500	
2.2	Services																
2.2.1	Service & Minor repairs	10,000	10,000														
2.2.2	Renew heat source - assume gas fired boiler	25,000		25,000										1,111	1,111	1,111	1,111
2.2.3	Renew LTHW pipework	10,000		10,000													
2.2.4	Renew radiators	10,000		10,000													
2.2.5	Renew point of use hot water heaters	8,400	8,400											933	933	933	933
2.2.6	Renew cold water pipework	7,000	7,000											778	778	778	778
2.2.7	Minor electrical modifications to suit immediate uses	10,000	10,000											1,111	1,111	1,111	1,111
2.2.8	Overhaul electrical installation. Renew distribution boards, electrical distribution wiring, light fittings, data, fire alarm, security.	125,000		125,000													
2.2.9	Ventilation install - WCs	10,000	10,000											1,111	1,111	1,111	1,111
2.2.10	Ventilation install - kitchens	10,000	10,000											1,111	1,111	1,111	1,111
3	Alterations - as per GLM plans																
3.1	Downtakings	12,000	12,000														

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3.2	New construction																
3.2.1	New single storey section for Female WCs	22,280	22,280														
3.2.2	New drainage	6,500	6,500														
3.2.3	New steps/stairs																
	a Level change ramp/steps by Female WCs	7,500	7,500														
3.2.4	New partitions	25,710	25,710														
3.2.5	Finishes																
	a Floor finishes	10,636	10,636														
	b Wall & ceiling finishes	56,875	56,875														
3.2.6	Sanitaryware	13,400	13,400														
3.2.7	Fittings & Fixed Furniture	35,000	25,000	10,000													
B	SUBTOTAL BUILDER WORKS	812,039	307,551	329,488	175,000												
	Prelims	121,806	46,133	49,423	26,250						3,844	3,844	3,844	3,844	3,844	3,844	
	(% of B)	0	0	0	0												
C	CONSTRUCTION WORKS TOTAL	933,844	353,683	378,911	201,250												
D	Fees	130,738	49,516	53,048	28,175	4,126	4,126	4,126	4,126	4,126	4,126	2,063	2,063	2,063	2,063	2,063	
	(% of C)	0	0	0	0												
E	Misc	46,692	17,684	18,946	10,063	982	982	982	982	982	982	982	982	982	982	982	
	(% of C)	0	0	0	0												
F	Contingency	111,127	42,088	45,090	23,949							1,754	1,754	1,754	1,754	1,754	
	(% of C, D & E)	0	0	0	0												
G	TOTAL	1,222,402	462,972	495,994	263,436	5,109	5,109	5,109	5,109	11,692	17,609	18,644	16,185	22,869	22,869	22,369	18,869

APPENDIX 7B

BRUNTSFIELD ST OSWALDS BUILDING WORKS CASH FLOWS

#	Item	13 Oct-21	14 Nov-21	15 Dec-21	16 Jan-22	17 Feb-22	18 Mar-22	19 Apr-22	Check
1	Backlog Maintenance								
1.1	Enabling works								
1.1.1	Remove all loose fittings and furniture from the building, including all black-out blinds								0
1.2	Remedial works								0
1.2.1	Repair rot-affected valley gutter								0
1.2.2	Provisional allowance for additional rot works								0
1.2.3	Carry out targeted removal of internal finishes from other pitched roof eaves, ridges and abutments.								0
1.2.4	Immediate masonry stabilisation on health & safety grounds								0
1.2.5	Renewal of pinnacles								0
1.2.6	Carry out localised repairs of missing or damaged slates								0
1.2.7	Strip off existing internal wall and ceiling finishes around SE corner of existing male changing room. Apply specialist treatments to remove internal fungal growths								0
1.2.8	Install drainage connections to the freely discharging downpipe at the east gable of the north hall.								0
1.2.9	Ensure all windows and doors are secure and weathertight. Replace broken panes or provide temporary glazing where necessary								0
	a Immediate works to ensure wind and watertight and secure								0
	b Overhaul small windows								0
	c Overhaul large windows								0
1.2.10	Repair flat roofs								0
	a Short term works								0
	b Full replacement								0
1.2.11	Redecoration and repair of all existing rainwater goods								0
	a Immediate emergency works not requiring scaffold								0
	b Gutters - repair and redecorate								0
	c Downpipes - repair and redecorate								0
1.2.12	Replacement of all pitched roof valley, abutment, skew and ridge flashings								0
1.2.13	Installation of lead channels or similar to low pitched roofs to main hall, to eliminate water damage to slating from rainwater downpipes above								0
1.2.14	Further investigatory work to determine whether the north Hall requires full or partial reslating								0
1.2.15	Allow for re-slate if required								0
1.2.16	Develop a holistic architectural conservation strategy for the repair or replacement of all external masonry.								0
1.2.17	Full stonework overhaul - provisional assessment								0
1.2.18	Remove vegetation								0
2	Upgrade work								0
2.1	Insulation work								0
2.1.1	Insulate flat roofs when re-covering								0
	a Make good junctions adjacent								0
2.1.2	Insulate suspended timber floor.	1,569	1,569	1,569	1,569	1,569			0
2.1.3	Window upgrades - secondary glazing								0
	a Small windows								0
	b Large windows								0
2.1.4	Draught-strip existing doors.								0
2.1.5	New rooflights								0
2.2	Services								0
2.2.1	Service & Minor repairs	1,111	1,111	1,111	1,111	1,111			0
2.2.2	Renew heat source - assume gas fired boiler								0
2.2.3	Renew LTHW pipework								0
2.2.4	Renew radiators								0
2.2.5	Renew point of use hot water heaters	933	933	933	933	933			0
2.2.6	Renew cold water pipework	778	778	778	778	778			0
2.2.7	Minor electrical modifications to suit immediate uses	1,111	1,111	1,111	1,111	1,111			0
2.2.8	Overhaul electrical installation. Renew distribution boards, electrical distribution wiring, light fittings, data, fire alarm, security.								0
2.2.9	Ventilation install - WCs	1,111	1,111	1,111	1,111	1,111			0
2.2.10	Ventilation install - kitchens	1,111	1,111	1,111	1,111	1,111			0
3	Alterations - as per GLM plans								0
3.1	Downtakings	2,000	2,000	2,000	2,000	2,000	2,000		0

APPENDIX 7B

3.2	New construction							0
3.2.1	New single storey section for Female WCs	3,713	3,713	3,713	3,713	3,713	3,713	0
3.2.2	New drainage	1,083	1,083	1,083	1,083	1,083	1,083	0
3.2.3	New steps/stairs							0
	a Level change ramp/steps by Female WCs	1,250	1,250	1,250	1,250	1,250	1,250	0
3.2.4	New partitions	4,285	4,285	4,285	4,285	4,285	4,285	0
3.2.5	Finishes							0
	a Floor finishes	1,773	1,773	1,773	1,773	1,773	1,773	0
	b Wall & ceiling finishes	9,479	9,479	9,479	9,479	9,479	9,479	0
3.2.6	Sanitaryware	2,233	2,233	2,233	2,233	2,233	2,233	0
3.2.7	Fittings & Fixed Furniture	4,167	4,167	4,167	4,167	4,167	4,167	0
B	SUBTOTAL BUILDER WORKS							
	Prelims (% of B)	3,844	3,844	3,844	3,844	3,844	3,844	0
C	CONSTRUCTION WORKS TOTAL							
D	Fees (% of C)	2,063	2,063	2,063	2,063	2,063	2,063	0
E	Misc (% of C)	982	982	982	982	982	982	0
F	Contingency (% of C, D & E)	5,261	5,261	5,261	5,261	5,261	5,261	0
G	TOTAL	49,859	49,859	49,859	49,859	49,859	42,134	0 0

APPENDIX 7B

BRUNTSFIELD ST OSWALDS OPERATIONAL CASH FLOWS

SUMMARY

	Base Case	
<u>CHILDCARE</u>		
Income		
Breakfast club	£49,400	<i>Sep-Dec, Jan-Mar, Apr-Jun - 10 months</i>
After school (M-T)	£342,000	<i>Sep-Dec, Jan-Mar, Apr-Jun - 10 months</i>
After school (F)	£124,875	<i>Sep-Dec, Jan-Mar, Apr-Jun - 10 months</i>
Holiday club (Easter, Half Terms only)	£25,000	<i>Oct / Mar</i>
TOTAL	£541,275	
Staff Costs		
Manager	£57,892	
Assistant Manager(s)	£80,352	
Playworkers	£171,600	
TOTAL	£309,844	
Other Costs		
Food	£72,610	
Resources	£23,760	
Insurance	£40,000	
Marketing	£10,000	
IT and systems	£10,000	
TOTAL	£156,370	
CHILDCARE PROFIT	£75,061	
<u>EVENTS</u>		
Event Hire Revenue	£46,835	
Festival Let Revenue (£Nil assumed)	£0	
EVENTS PROFIT	£46,835	
Contribution to building	£75,000	
TOTAL PROFIT FROM OPERATIONS	£46,896	

THE COMPANIES ACT 2006

*Company limited by guarantee
and not having a share capital*

ARTICLES of ASSOCIATION

of

Bruntsfield St. Oswald's

THE COMPANIES ACT 2006

Company limited by guarantee and not having a share capital

ARTICLES of ASSOCIATION
of
Bruntsfield St. Oswald's

	NAME
1	The name of the company is "Bruntsfield St. Oswald's" (" the Company ").
	REGISTERED OFFICE
2	The Registered Office of the Company is situated in Scotland. c/o Eric Liddell Centre, 15 Morningside Road, Edinburgh,
3	In these Articles of Association, the following definitions apply throughout: <p>"Act" means the Companies Act 2006 and every statutory modification and re-enactment thereof for the time being in force.</p> <p>"AGM" means an Annual General Meeting.</p> <p>"Article(s)" means any Article or these Articles of Association.</p> <p>"Board" means the Board of Directors.</p> <p>"Charity" means a body entered in the Scottish Charity Register as defined under section 106 of Charities and Trustee Investment (Scotland) Act 2005.</p> <p>"Charitable purpose" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.</p> <p>"Clear days" means a period excluding the day when notice is given and the day of the meeting.</p> <p>"Community" means the Community area described in Article 4.</p> <p>"Company" means the company to which these Articles relate to.</p> <p>"Director(s)" means the director(s) for the time being of the Company.</p> <p>"GM" means a General Meeting.</p> <p>"Individual" means a human/person.</p> <p>"Land Reform Act" means the Land Reform (Scotland) Act 2003 and every statutory modification or re-enactment thereof for the time being in force.</p> <p>"Members" mean those individuals or organisations who have joined the company.</p> <p>"Organisation" means any incorporated or unincorporated association, society, federation, partnership, corporate body, agency, undertaking, local authority, union, co-operative, trust or other organisation (not being an individual person).</p> <p>"Property" means any property, assets or rights, heritable or moveable, wherever situated in the world.</p> <p>"Subscribers" means those persons who have subscribed the Memorandum of Association.</p> <p>"Them & Their or They" means individual or organisation.</p> <p>"The 2005 Act" means the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification or re-enactment thereof for the time being in force.</p>
3.1	Words importing the singular number only shall include the plural number, and <i>vice versa</i> ; and words importing the masculine gender only shall include the feminine gender.
3.2	These Articles supersede any model Articles and any regulations pertaining thereto. Subject as aforesaid, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.
3.3	The two Schedules to these Articles are deemed to form an integral part of these Articles.

APPENDIX 8

	DEFINITION OF COMMUNITY AND PURPOSES
4	The Company has been formed to benefit the Community of Bruntsfield Primary School Catchment Area as of 20 Feb 2020 – see Appendix 1. (“ the Community ”), with the Purposes listed in the sub-articles hereto (“ the Purposes ”), to be exercised following the principles of sustainable development (where sustainable development means development which meets the needs of the present without compromising the ability of future generations to meet their own needs), namely:
	PURPOSES
4.1	The company’s main purpose is consistent with furthering the achievement of sustainable development. The company’s purposes are:
4.2	advancement of citizenship or Community development, including rural or urban regeneration.
4.3	to provide or advance the accessibility of recreational, facilities, and/or organising recreational activities, which will be available to members of the Community and public at large with the object of improving the conditions of life of the Community.
4.4	The advancement of education
	POWERS
5	The Company shall have powers, but only in furtherance of its Purposes, as expressed in Schedule 1 annexed to these Articles.
	GENERAL STRUCTURE OF THE COMPANY
6	The structure of the Company comprises:
6.1	Members - comprising <ul style="list-style-type: none"> a) Ordinary Members (who have the right to attend the AGM and any EGM and have important powers under these Articles and the Act, who elect natural persons to serve as Directors and take decisions in relation to any changes to these Articles), and; b) Associate Members and the Junior Members; and
6.2	Directors – comprising <ul style="list-style-type: none"> a) Elected Directors and b) Appointed and Co-Opted Directors <p>who hold regular meetings between each AGM, set the strategy and policy of the Company, generally control and supervise the activities of the Company and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Company.</p>
	MEMBERSHIP
7	The members of the Company shall consist of the Subscribers (being those Ordinary Members who sign the original Memorandum of Association) and such other members as are admitted to membership in terms of these Articles.
8	Membership of the Company is open to:

APPENDIX 8

8.1	<p>Ordinary Members: those individuals aged 16 and over who:</p> <ul style="list-style-type: none"> (a) are resident in the Community; and (b) are entitled to vote at a local government election in a polling district that includes the Community or part of it; and (c) who support the Purposes;
8.2	<p>Associate Members: those individuals and organisations who:</p> <ul style="list-style-type: none"> (a) are not ordinarily resident in the Community (b) are not entitled to vote at a local government election in a polling district that includes the Community or part of it and (c) support the Purposes. <p>Associate Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.</p>
8.3	<p>Junior Members: those individuals who:</p> <ul style="list-style-type: none"> a) are aged between 12 and 15 and b) who support the Purposes. <p>Junior Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.</p>
8.4	<p>Declaring that, if a Member ceases to comply with any of these criteria at Article 8.1, 8.2 and 8.3 they will be obliged to inform the Company and will thereafter be reclassified in terms of either Article 8.1, 8.2 or 8.3 and that if the Company becomes aware of this itself it will so reclassify the member and notify them accordingly.</p>
CONDITIONS OF MEMBERSHIP	
9	The following conditions apply to membership:
9.1	the Company shall have not fewer than 20 members at any time; and
9.2	at least three quarters of the members of the Company are members of the Community; and
9.3	in the event that the number of members falls below 20 or that at least three quarters of the members of the Company do not consist of members of the Community, the Board may not conduct any business other than to ensure the admission of sufficient Ordinary Members to achieve the minimum number and/or maintain the majority.
10	Any individual or organisation who wishes to become a member shall in such written form as the Board prescribe submit a written application for membership (in the case of an organisation the application must be signed by an appropriate officer of that body).
10.1	The Board shall promptly consider applications for membership, from time to time, determining if the terms of Article 8 apply and into which category of membership each applicant shall belong, and immediately thereafter shall approve any valid application provided the applicant is not excluded by virtue of Article 9 or has previously been a member of the Company and continues to be excluded from membership by virtue of Article 15
11	The Board shall maintain a Register of Members, setting out the name and postal address of each member, the relative category of membership and the date of the member's appointment and cessation.
MEMBERSHIP SUBSCRIPTIONS	
12	The Ordinary Members may (if applicable) at any or each AGM fix the annual subscriptions (and, if relevant, different rates thereof for different categories).
13	Members shall be required to pay the appropriate annual membership subscription, where fixed. Only those members who have paid their current subscription, where fixed, are entitled to take part in and vote at any General Meeting.

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14	Any individual or organisation which, ceases to be a member (for whatever reason) shall not be entitled to any refund of membership subscription.
CESSATION OF MEMBERSHIP	
15	A member shall cease to be a member if:
15.1	they send written notice of resignation to the Company; or
15.2	being an individual, they become insolvent or apparently insolvent or makes any arrangement with his or her creditors; or
15.3	being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist (the right of membership not being transmissible assignment); or
15.4	the annual subscription due remains outstanding for more than six calendar months (and provided that the member in question has been given at least one written reminder) and if the Board chooses to expel that member from membership; or
15.5	a resolution that a member be expelled is passed by a majority of at least 75% of the members present (including proxy) and voting at a General Meeting, of which not less than 21 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Directors, all members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting; or
15.6	being an individual, he or she dies (the right of membership not being transmissible assignment).
GENERAL MEETINGS (Meetings of Members)	
16	The Board shall convene an AGM in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Company. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next.
17	The business of each AGM shall include: <ul style="list-style-type: none"> a) the report by the Chair on the activities of the Company b) the election of Directors; c) fixing of annual subscriptions; d) consideration of the accounts of the Company; e) the report of the auditor (if applicable); and f) the appointment of the auditor (if applicable).
THE PROVISIONS WITH REGARD TO GENERAL MEETINGS	
18.	All General Meetings, other than AGMs, shall be called General Meetings (GM);
18.1	the Board may convene an GM whenever it thinks fit; and
18.2	the Board must convene an GM within 28 days of a valid requisition. To be valid, such requisition must be signed by not less than 10% of the Ordinary Members, must clearly state the purposes of the meeting and must be delivered to the Registered Office. The requisition may consist of several documents in like form each signed by one or more signees to the requisition.
19	Subject to the terms of Articles 70, 71 and 72 , the provisions regarding notice of a General Meeting are as follows:
19.1	14 Clear days' notice at the least shall be given of every General Meeting to each member, Director, the Company Secretary and the auditor;
19.2	the notice shall specify the place, the day and the hour of the General Meeting, the general nature of any business and the full text of any Special Resolutions proposed in terms of Article 25 ;

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19.3	the accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any member entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.
	CHAIR OF GENERAL MEETINGS
20	The Chair of the Company, whom failing the Vice-Chair of the Company (if any), shall act as chair of each General Meeting. If neither the Chair nor the Vice-Chair is present or willing to act as chair of the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Directors present shall elect from among themselves one of the Elected Directors who will act as chair of that meeting.
	QUORUM AT GENERAL MEETINGS
21	The quorum for a General Meeting shall be the greater of (a) 10 Ordinary Members or (b) 10% of the Ordinary Members, in either event being present in person or by proxy. No business shall be dealt with at any General Meeting unless a quorum is present.
22	If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time, date and place as may be fixed by the chair of the meeting.
22.1	The board may make any arrangements in advance of any general meetings to allow members to fully participate in such general meetings so long as all those participating in the meeting can clearly comprehend each other; a member participating in any such means other than in person shall be deemed to be present in person at the general meeting.
	VOTING AT GENERAL MEETINGS
23	The chair of the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
24	The provisions regarding voting are as follows:
24.1	<ul style="list-style-type: none"> a) each Ordinary Member shall have one vote, to be exercised in person or by proxy, by a show of hands b) Unless a secret ballot is demanded by the chair of the meeting, or by at least four Ordinary Members present at the meeting and entitled to vote, this may be demanded only before any show of hands takes place and shall be taken immediately at the same meeting. c) This shall be conducted in such a manner as the chair of the meeting may direct and the result of which shall be declared at the same meeting at which the ballot was demanded. d) In that event, the chair of the meeting shall appoint and instruct tellers, who may cast their own personal votes (if Ordinary Members);
24.2	Associate and Junior Members shall have no vote;
24.3	whilst actual attendance by Ordinary Members is to be encouraged at General Meetings, any Ordinary Member shall be entitled to complete one form of proxy to appoint a proxy to attend a General Meeting on his or her behalf, in respect of which the following apply:
24.3.1	a proxy need not be a member;
24.3.2	a proxy appointed to attend and vote at any meeting instead of an Ordinary Member shall have the same right as the Ordinary Member who appointed him or her to speak at the meeting and to vote thereat; and

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24.3.3	<p>(a) shall lodge with the company, at the company's registered office, a written instrument of proxy (in such form as the directors require), signed by him/her; or</p> <p>(b) shall send by electronic means to the company, at such electronic address as may have been notified to the members by the company for that purpose, an instrument of proxy (in such form as the directors require); providing (in either case), the instrument of proxy is received by the company at the relevant address not less than 48 hours before the time for holding the meeting (or, as the case may be, adjourned meeting).</p>
24.3.4	the form appointing the Proxy shall be in terms of Schedule 2 annexed to these Articles;
24.3.5	no form of proxy shall be valid more than 12 months from the date it was granted; and
24.4	in the event of an equal number of votes for and against any resolution, the chair of the meeting shall have a casting vote as well as a deliberative vote.
25	<p>At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the Ordinary Members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions,</p> <ul style="list-style-type: none"> a) to alter the name of the Organisation; or b) to amend the Purposes; or c) to amend these Articles (subject to Article 74) or d) to wind up of the Organisation in terms of Articles 75.1 to 75.4; or e) all other Special Resolutions. <p>shall require to be decided upon by not less than 75% of the Ordinary Members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting).</p>
26	Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.
26.1	an ordinary resolution in writing signed by or on behalf of a simple majority of all the Ordinary Members shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, provided that the terms of this Article are followed.
26.2	a Special Resolution in writing signed by or on behalf of not less than 75% of all the Ordinary Members shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, provided that the terms of this Article are followed.
26.3	written resolutions may not be used either for the removal of a Director prior to the expiration of his or her term of office, or for the removal of an independent financial examiner or auditor prior to the expiration of his or her term of office.
26.4	any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by e-mail), or by means of a website at the same time, to all Ordinary Members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the Ordinary Members).
26.5	<p>Where such a written resolution is proposed by members, the following shall apply:</p> <ul style="list-style-type: none"> (a) the resolution must be requested by not less than 10% of the ordinary members ("the members request"); (b) the members' request may be made in hard copy (by hand or by post) or in electronic form; (c) the members' request must identify the resolution to be put to members and the Board can reject such resolutions, but must provide reasons for doing so to the members requesting the resolution; (d) the members' request can include an accompanying statement (not exceeding 1,000 words) which they can require the Company to issue with the written resolution to all Ordinary Members; (e) within 21 days, the Company must circulate the resolution and any accompanying statement with the express statements referred to in Article 26.6 hereof; and (f) the Company may charge a reasonable fee to the requesting members to cover its costs of circulation of the members' request.

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26.6	Where such a written resolution is proposed by the Board, it must include the following express statements: (a) an explanation to the eligible members how to signify their agreement to the resolution; (b) how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (by fax or by e-mail); (c) clarification that a failure to reply will be deemed to be a vote against the resolution in question; and (d) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days after the Circulation Date).
26.7	Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Ordinary Members.
26.8	Once an Ordinary Member has signed and returned a written resolution in agreement thereto, his or her agreement is irrevocable.
MEETING ADJOURNMENT	
27	The chairman of the General Meeting may, with the consent of a majority of the Ordinary Members present and voting thereat, adjourn the General Meeting to such time, date and place as he or she may determine.
COMPANY MANAGEMENT	
28	The affairs, property and funds of the Company shall be directed and managed by a Board of Directors. The Board may exercise all such powers of the Company, and may on behalf of the Company do all acts as may be exercised and done by the Company, other than those required to be exercised or done by the Ordinary Members in a General Meeting, and subject always to these Articles and to the provisions of the Act.
APPOINTMENT OF DIRECTORS	
29	The number of Directors shall be not less than three. Unless otherwise determined by special resolution at a General Meeting (but not retrospectively) the number of Directors shall not be more than 12.
Interim Board	
30	Upon incorporation of the Company, the following applies with regard to the Interim Board of Directors:
30.1	The Subscribers (majority of whom must be Ordinary Members), and any one or more individual persons whom they choose to co-opt as Co-opted Directors in terms of Article 35 , shall comprise the Interim Board.
30.2	The Interim Board shall remain in office until the first General Meeting of the Company, to be held as soon as practicable after incorporation, at which time each Director on the Interim Board shall retire, but shall if each wishes remain eligible for election thereat (without the period of office between the date of incorporation and the first General Meeting counting as a term of office for the purposes of Article 33.4).
31	Employees of the Company may not be nominated as or become Directors.
Composition of the Board of Directors	
32	From and after the first General Meeting of the Company, the Board shall comprise the following persons (a majority of whom shall always be Elected Directors), namely:
32.1	up to 8 individual persons elected as Directors by the Ordinary Members in terms of Article 33 (“the Elected Directors”), who must themselves be Ordinary Members; and
32.2	up to 2 individual persons appointed by Bruntsfield St. Oswald’s in terms of Article 34 (“the Appointed Directors”); and

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32.3	up to 2 individual persons co-opted in terms of Article 35 (“the Co-opted Directors”), so as to ensure a spread of skills and experience within the Board;
32.4	who shall meet as often as necessary to despatch all business of the Company as specified in the Articles and particularly with reference to the restrictions in the quorum for Board meetings specified in Articles 44 and 45 .
	Elected Directors
33	At the first General Meeting held in terms of Articles 30.2 and 32.1 , the Ordinary Members shall elect up to 8 (minimum of 3) Elected Directors, in respect of which the following shall apply:
33.1	provided that the first General Meeting in terms of Article 30.2 is held before the first AGM, there shall be no change in or election of Directors at the first AGM (except to the extent of filling any vacancies in the Board left over after the first General Meeting or caused by any retirements since);
33.2	at the second and each subsequent AGM, one-third of the Elected Directors (or the nearest number upwards) shall retire from office;
33.3	a retiring Elected Director shall retain office until the close or adjournment of the meeting;
33.4	a retiring Director shall be eligible for re-election after one term of office, but no Director can serve more than three consecutive terms of office, without at least one year out of office before being eligible again;
33.5	if no other Director has or Directors have decided or agreed to retire, the Elected Directors to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Directors on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot;
33.6	nomination of any Elected Director, who shall himself or herself be (or be eligible to become) an Ordinary Member, shall be in writing by not less than any two Ordinary Members delivered to the Registered Office not less than 7 days prior to the date of the AGM in question and wherein the nominee shall confirm his or her willingness to act as an Elected Director if elected; and
33.7	election of any Elected Director shall be by vote of the Ordinary Members, each Ordinary Member having one vote for each vacancy in the Elected Directors on the Board.
	Appointed Directors
34	Subject to Article 32.2 , up to 2 individual/individuals may be appointed by Bruntsfield St. Oswald’s, c/o Eric Liddell Centre, Morningside Road, Edinburgh, or its successors, in respect of which the following shall apply:
34.1	on receipt of the Notice for each AGM of the Company, including the first General Meeting held after incorporation, the said Bruntsfield St. Oswald’s (or its successors) shall intimate the Director being appointed by it at the AGM, by written notice delivered to the Registered Office not less than 2 days before the start of the meeting, failing which any Director previously appointed by it shall remain in office; and
34.2	Bruntsfield St. Oswald’s (or its successors) may appoint or remove its appointed Directors at any time, by written notice to that effect delivered to the Registered Office not less than 2 days before the change is to take effect.
34.3	for the avoidance of doubt, an Appointed Director may participate fully in and vote at all Board meetings which he or she attends.
	Co-opted Directors
35	Subject to Article 32.3 , up to 2 individuals may be co-opted from time to time by the Board of Directors itself, as follows:
35.1	subject to Article 35.3 , a Co-opted Director shall serve until the next AGM after his or her co-option;
35.2	a Co-opted Director can be re-co-opted at such next AGM;
35.3	a Co-opted Director can be removed from office at any time by a simple majority of the Board; and
35.4	for the avoidance of doubt, a Co-opted Director may participate fully in and vote at all Board meetings which he or she attends.

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	VACANCY
36.	The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Elected Director from or after the date of such retiral or deemed retiral until the next AGM.
	REGISTER OF DIRECTORS
37	The Board shall ensure that a Register of Directors is maintained, which sets out the full details of each Director as required for all registration purposes, including the date and type of appointment and the date of retiral.
	RETIRAL OF DIRECTORS
38	A Director shall retire or be deemed to retire if:
38.1	being an Elected Director, he or she ceases to be an Ordinary Member in terms of either Articles 8.1 or 15 ;
38.2	he or she becomes prohibited from being either (i) a charity trustee by virtue of section 69(2) of the Charities and Trustee Investment (Scotland) Act 2005 or (ii) a director of a limited company by reason of any order made under the Company Directors Disqualification Act 1986, and every statutory modification and re-enactment thereof for the time being in force; or
38.3	in terms of section 66(5) of the 2005 Act, he or she is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the 2005 Act; or
38.4	he or she is employed by or holds any office of profit under the Company (except where the provisions of Article 40.4.2 apply); or
38.5	he or she becomes incapable for medical reasons of fulfilling the duties of a Director and such incapacity, as certified (if necessary) by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or
38.6	he or she is absent (without permission of the Board) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
38.7	by written notice to the Registered Office, he or she resigns as a Director.
	CHAIR AND VICE-CHAIR
39	The Board shall meet as soon as practicable immediately after each AGM (or after a resignation of the Chair or Vice-Chair) meet to appoint a Chair, and if desired a Vice-Chair, from the Directors (both of whom must be Ordinary Members).
	CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND DIRECTORS
40.1	The income and property of the Company shall be applied solely towards promoting the Purposes and do not belong to the members. Any surplus income or assets of the Company are to be applied for the benefit of the Community.
40.2	No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, or to any other individual, whether by way of dividend, bonus or otherwise, except in the circumstances provided for in Article 40.4 .
40.3	No Director shall be appointed as a paid employee of the Company.
40.4	No benefit (whether in money or in kind) shall be given by the Company to any member or Director except the possibility of:
40.4.1	repayment of out-of-pocket expenses to Directors (subject to prior agreement by the Board of Directors); or
40.4.2	reasonable remuneration to any member or Director in return for specific services actually rendered to the Company (not being of a management nature normally carried out by a director of a company); or

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40.4.3	payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any member or Director; or
40.4.4	payment of rent at a rate not exceeding the open market rent for property let to the Company by any member or Director; or
40.4.5	the purchase of property from any member or Director provided that such purchase is at or below market value or the sale of property to any member or Director provided that such sale is at or above market value; or
40.4.6	payment by way of any indemnity, where appropriate;
	and in any such event the terms of Articles 41 to 43 shall specifically apply.
40.4.7	For the avoidance of doubt, the above constraints in clause 40 do not in any way prevent Members from accessing any services provided by the Company
	PERSONAL INTERESTS & CONFLICTS OF INTEREST
41	Any Director who has a personal interest in any prospective or actual contract or other arrangement with the Company must declare that interest either generally to the Board or specifically at any relevant meetings. A personal interest includes not only the interest of the Director or employee in question, but also his or her partner, close relative or business associate, or any firm of which they are a partner or employee, or any limited company of which they are a director, employee or shareholder of more than 5% of the equity or voting power.
42	Additionally, the Board may resolve at any time to require all Directors to deliver a Notice of Relevant Interests to the Registered Office, as they arise and at least annually. In that event, the Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Company and, with the express prior written approval of the Director or employee concerned, by members of the public.
43	Whenever a Director finds that there is a personal interest, as defined in Article 41 , he or she has a duty to declare this to the Board meeting in question. It will be up to the chairman of the meeting in question to determine:
43.1	whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
43.2	whether the Director in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
43.3	whether the Director in question should be required to be absent during that particular element of the meeting and, in terms of Article 45 , where a Director leaves, or is required to leave, the meeting he or she no longer forms part of the quorum thereat.
	QUORUM AT BOARD MEETINGS
44	The quorum for Board meetings shall be not less than 50% of all the Directors, provided that the Elected Directors are always in the majority or equally represented at any Board meeting. No business shall be dealt with at a Board meeting unless such a quorum is present.
45	A Director shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, he or she is not entitled to vote.
	MEETINGS OF THE BOARD OF DIRECTORS
46	Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.
47	7 clear days' notice in writing shall be given of any meeting of the Board at which a decision in relation to any of the matters referred to in Article 25 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided.
47.1	All other Board meetings shall require not less than 7 days' prior notice, unless all Directors agree unanimously in writing to dispense with such notice on any specific occasion.

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48	A Director may, and on the request of a Director the Company Secretary shall summon a meeting of the Board by notice served upon all Directors, to take place at a reasonably convenient time and date.
49	The Chair, whom failing the Vice-Chair (if any), shall be entitled to preside as chair of all Board meetings at which he or she is present. If at any meeting neither the Chair nor the Vice-Chair is present and willing to act as chair of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Directors may appoint one of the Elected Directors to be chair of the Board meeting, which failing the meeting shall be adjourned until a time and date when the Chair or Vice-Chair will be available.
50	The chair of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote, each Director present having one vote. In the event of an equal number of votes for and against any resolution at a Board meeting, the chair of the meeting shall have a casting vote as well as a deliberative vote.
51	The Board may delegate any of its powers to sub-committees, each consisting of not less than one Director and such other person or persons as it thinks fit or which it delegates to the committee to appoint. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Directors.
52	The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
52.1	Subject to Article 52 , the company, upon request of any person for a copy of any minutes must, if the request is reasonable, give the person within 28 days of the request a copy of the requested minutes
52.2	Where such a request is received under Article 52.1 the company: (a) may withhold information contained in the minutes, and (b) if it does so, must inform the person requesting a copy of the minutes of its reason for doing so.
53	No alteration of the Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
54	A resolution in writing (whether one single document signed by all or a sufficient majority of the Directors, or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Directors or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
55	The Board may act notwithstanding any vacancy in it, but where the number of Directors falls below the minimum number specified in Article 29 , it may not conduct any business other than to appoint sufficient Directors to match or exceed that minimum.
56	The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board or of its sub-committees.
57	The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members/directors.
	COMPANY SECRETARY, MINUTE SECRETARY, TREASURER and PRINCIPAL OFFICER

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58	The Board shall appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time.
59	The Board may appoint a Minute Secretary, for the purposes of Article 52 , for such term, at such remuneration (if any), and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time.
60	The Board may appoint a Treasurer for such term and upon such conditions as it may think fit. The Treasurer may be removed by the Board at any time. Whilst in post, the Treasurer may be required to attend (but shall have no vote at (if not an elected Director) Board meetings during his or her tenure as Treasurer, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wishes to keep confidential to itself.
61	The Board may appoint a Principal Officer of the Company on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but without any vote thereat.
	HONORARY PATRON(S)
62	The Ordinary Members in General Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the Company, who would be appointed either for such fixed period as the Ordinary Members determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons are entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.
	FINANCES
63	The banking account or accounts of the Company shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time by resolution determine.
63.1	The signatures of two out of the signatories appointed by the directors shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the company; at least one out of the two signatures must be the signature of a director.
63.2	Where the company uses electronic facilities for the operation of any bank or building society account, the authorisations required for operations on that account must be consistent with the approach reflected in article 63.1.
64	All cheques and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
65	The Board shall manage all funds and assets of the Company and are applied towards achieving the Purposes.
	ACCOUNTS
66	The Board shall cause accounting records to be kept for the company in accordance with the requirements of the Act and other relevant regulations.
67	The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board thinks fit and shall always be open to the inspection of the Directors.
68	The Board shall ensure that an audit of the accounts is carried out by an auditor, an audit (within the meaning of the Act) shall not be required in a case where the Company is exempt (under the Act)

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69	At each AGM, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date (or, in the case of the first account, since the incorporation of the Company). The accounts shall be accompanied by proper reports of the Board. Copies of such accounts shall, not less than 14 clear days before the date of the Annual General Meeting, be delivered or sent to all members, Directors, the Company Secretary and the auditor, or otherwise be available for inspection on the website of the Company (with all members, Directors, the Company Secretary and the auditor being made aware that they are so available for inspection there).
	NOTICES
70	A notice may be served by the Company upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its address as appearing in the Register of Members.
71	Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.
72	The business of the Company and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Company (where the Company has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet).
	INDEMNITY
73	Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Directors, or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Company shall be indemnified out of the funds of the Company against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Company and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.
	ALTERATION TO THE ARTICLES
74	Any alteration to these Articles should comply with the following conditions:
74.1	upon the decision of not less than 75% of the Ordinary Members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose in terms of Article 25 ;
74.2	any changes to the purposes are subject to written consent being obtained from the Office of the Scottish Charity Regulator (and its successors) in terms of Section 16 of The Charities and Trustee Investment (Scotland) Act 2005
74.3	notify the Office of the Scottish Charity Regulator (and its successors) of any other changes to the Articles not covered under Article 74.2 (i.e. not related to purposes) in terms of Section 17 of The Charities and Trustee Investment (Scotland) Act 2005.
74.4	notify the Scottish Ministers of any alterations to the Articles under Section 35(1) of the Land Reform Act
	DISSOLUTION

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75.1	The winding-up of the Company may take place only on the decision of not less than 75% of its Ordinary Members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.
75.2	<p>If, on the winding-up of the Company, any property remains, after satisfaction of all its debts and liabilities, such property (including any land acquired by it in terms of the Land Reform Act) shall be given or transferred to such other:</p> <p>(a) Community body or bodies or (b) Part 3A Community body or bodies as may be:</p> <p>(I) determined by not less than 75% of the Ordinary Members of the Company who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose; (II) approved by the Office of the Scottish Charity Regulator (and its successors); (III) approved thereafter by the Scottish Ministers</p> <p>under declaration that, if the Company is a charity at or before the time of its winding up, then the Community body or bodies or crofting Community body or bodies or Part 3A Community body or bodies referred to above must also be a charity or charities</p>
75.3	Or If no such Community body or bodies or Part 3A Community body or bodies is determined by the Ordinary Members in terms of Article 75.2, such property referred to in Article 75.2 shall, be transferred to the Scottish Ministers or, if it's a charitable organisation be transferred, to such charity or charities as the Scottish Ministers may direct.
75.4	<p>In Article 75:</p> <p>a) "Community Body" has meaning ascribed to it under Section 34 of the Land Reform Act b) "Charity" has the meaning ascribed to it in under Section 34(8) of the Land Reform Act c) "Part 3A Community Body" have the meaning ascribed to it under Section 74 of the Community Empowerment (Scotland) Act 2015.</p>
	LIMIT OF LIABILITY
76.1	The liability of all members of the Company is limited.
76.2	Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Company if it should be wound up whilst he, she or it is a member or within one year after he, she or it ceases to be a member (for whatever reason), for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up.

Schedule 1 Powers available to the Company	
1	Further to Article 5, the Company shall have the following powers, but only in furtherance of the Purposes (and wherein reference to “ property ” means any property, assets or rights, heritable or moveable, wherever situated) and declaring that the order in which these Powers are listed or the terms of the sub-headings are of no significance in terms of their respective priority which shall be deemed to be equal, namely:
	General
2.1	To encourage and develop a spirit of voluntary or other commitment by, or co-operation with, individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Company to achieve the Purposes.
2.2	To promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and programmes.
2.3	To provide advice, consultancy, training, tuition, expertise and assistance.
2.4	To prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium.
	Property
3.1	To register an interest in land and to exercise the right to buy land under Part 2 or Part 3A of the Land Reform (Scotland) Act 2003 including any statutory amendment or re-enactment thereof for the time being in force (“ the Land Reform Act ”).
3.2	To purchase, take on lease, hire, or otherwise acquire any property suitable for the Company
3.3	to construct, convert, improve, develop, conserve, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Company's property.
3.4	To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Company.
3.5	To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds.
	Employment
4.1	To employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the Company.
	Funding and Financial
5.1	To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Company.
5.2	To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust.
5.3	To borrow or raise money for the Purposes and to give security in support of any such borrowings by the Company and/or in support of any obligations undertaken by the Company.
5.4	To set aside funds not immediately required as a reserve or for specific purposes.
5.5	To invest any funds which are not immediately required for the activities of the Company in such investments as may be considered appropriate, which may be held in the name of a nominee Company under the instructions of the Board of Directors, and to dispose of, and vary, such investments.
5.6	To make grants or loans of money and to give guarantees.
	Development
6.1	To establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Purposes.

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6.2	To establish, maintain, develop and/or operate a centre or centres providing facilities for childcare, community learning, healthy living initiatives, educational and cultural activities, training activities, leisure pursuits and accommodation for community groups, and for public sector agencies which provide services of benefit to the community, and which may include refreshment facilities.
6.3	To establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not.
6.4	To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charitable organisation.
6.5	To enter into contracts to provide services to or on behalf of others.
	Insurance and Protection
7.1	To effect insurance of all kinds (which may include indemnity insurance in respect of Directors and employees).
7.2	To oppose, or object to, any application or proceedings which may prejudice the interests of the Company.
	Ancillary
8.1	To pay the costs of forming the Company and its subsequent development.
8.2	To carry out the Purposes as principal, agent, contractor, trustee or in any other capacity.
8.3	To do anything which may be incidental or conducive to the Purposes so long as these are charitable.

**Schedule 2
Form of Proxy**

The form appointing the Proxy in terms of Article 24.3 shall be in the following terms, adapted as appropriate:

Bruntsfield St. Oswald's

I.....,
of.....,
being an Ordinary Member of the above Company hereby
appoint.....,
of,
and, failing him or her,,
of.....,
as my proxy to vote for me on my behalf at the (Annual/General) meeting of the
Company to be held on..... and at any adjournment thereof.

This form is to be used in favour of/against the resolution.

Signed.....day of

Signature of member appointing proxy

Appendix 1

