

**Public Report to**  
**Bathgate Community Education Centre Association**  
**on**  
**The West Lothian Council's Community Centre Review**

**INTRODUCTION**

As you will be aware the Council has undertaken a review of Community Centres in West Lothian in search of saving of just over a million pounds. The review has been going on for months, but it started with a proposal early last year that was put to all Community Centres in West Lothian which had three options

The three options were

- a) An Asset Transfer to the community centre organisation
- b) A Lease to the Community centre organisation
- c) A Recharge of costs to the Community Centre Organisation

They also encourage us to submit ideas of our own to solve the problem.

As Bathgate is part and parcel of a Partnership Centre only the last option ( C ) Recharge was available to us.

The Recharge sum was to be calculated on an estimate of the costs of the building plus staff discounted to match the proportion of the building that the community centre used at that time. This would be an annual charge paid by the Community Centre Association to West Lothian Council and our estimate of a Recharge sum was approximately £86,000. Our annual income from lettings in the centre was at that time about £18,000.

**Consultation**

Hopefully you will recall we held an online consultation meeting with user groups and members of the community in May 2024. The overwhelming majority at that event agreed that we should reject the option and submit ideas of our own.

We submitted two ideas

- 1) That West Lothian Council should hand over responsibility for Community Centres to another organisation like a Charity or a Trust run by the centres and pay them a management fee which could reduce over time. This organisation would organise collectively for the community centres things like insurance and repairs and modern booking systems and would work to reduce staff costs over time.

- 2) That The Community Centre Committees could pay a percentage of their letting's income to the council and we suggested 35% as a contribution to the councils stretched finances.

In addition

That we would undertake a comprehensive review of our Community Centres operations with a view to increasing our income reducing unused facilities and making the centre more attractive to the community

## **Situation Report**

After several reports to the Councils Executive Committee, West Lothian Council officials invited representatives of Community Centre Management Centres to a briefing on 1<sup>st</sup> July 2025 in the Civic Centre. No councillors were present.

The officials present made a presentation on the situation as the council sees now it based on a report recently approved by councillors.

The main point was that we now had a deadline of 4<sup>th</sup> September 2025 to agree to the options put to us at the beginning of the Councils Review of Community Centres. You will recall there were three options but only one could be applied to us as we manage a centre which is in a partnership building centre.

We were back to the three options and those three options were

1. An Asset Transfer to the community organisation
2. A Lease to the Community organisation
3. A Recharge of costs to the Community Organisation

The option **3** was the only one we were eligible for, and it was based on a percentage of the costs incurred for the building.

## **Our Alternatives**

The Council has rejected both these suggestions and similar suggestions from other management committees as in their view they would not meet the 1 million target savings required by the councillors.

## **Deadline**

The officials made it clear that an answer on the original options had to be given by the 4<sup>th</sup> September 2025.

Those that agreed with the options 2 Or 3 would be subject to a lease from the council operational from the 1st April 2026 and those that went for number 1 would be referred to the Asset Transfer Committee for consideration. For those that did not agree with any there was a default option.

## **Council Management Default Option**

Those centres whose management committees did not agree to any of the original options put to them would be taken over by default by the Council and managed by them i.e. West Lothian Council from 1<sup>st</sup> April 2026. A review of each centre would be undertaken by officers with a view to reducing costs and/or operating hours or operating days. They would try to establish user focus groups for consultation.

The letting charges from the first of April 2026 would be based on the Education Departments charges for property hire discounted by 20%. A list of these charges was distributed after the meeting. See *Appendix 1*

The current Charges for Bathgate Community Centre are contained in *Appendix 2*

This new default option of council control of centres if no agreement is reached with management committees had been agreed by West Lothian councillors on the Councils Executive Committee not the full council.

## **Clarification**

Faced with this ultimatum we wrote for clarification on the annual recharge that Bathgate Community Centre would be liable to pay and quired the clause on repair and maintenance in a draft lease.

The reply we got was that the annual recharge for Bathgate for 2026-27 would be £70,000 pounds and that the repairs and maintenance would not be a separate charge but would be incorporated into the annual recharge calculation each year based on the costs incurred in the previous year.

We also asked for an extension to the deadline to allow for the holiday season, but this was refused.

## **Charitable Status**

Questions were asked about the charities that currently run the centres and what would happen to them if the council took over the management of the centres

The response was that was a matter for the charities to determine. They could continue as charities and have no role in centre management and no income from lets as this would now go to the council. They could wind up the charity and transfer the funds to a charity with similar objectives to them as per their constitution. They could try to carry on with activities as per their charitable objectives. The decision was down to the charity members. Our Charity Constitution is *Appendix 3*

## **Charity Reserve Funds**

The monetary reserves held by the charities was raised and the council made it clear that they were the responsibility of the charity and the council had no claim on them.

## **Action**

That is the situation we had to deal with and because of the seriousness of the situation we agreed to call an extraordinary meeting of the members and user groups before the 4<sup>th</sup> September 2025

The meeting has been arranged in the Partnership Centre for the evening of the 3<sup>rd</sup> of September 2025, and advance notice has been given to user groups etc to give the charity members the maximum time to reflect on the situation.

It was agreed that written report would to be circulated after the committee had met to make a recommendation to the meeting.

## **Management Committee**

The management committee has met and discussed the situation report and agreed a position. This is now being made available to the members, and we will answer any questions and note any statements and views at the meeting.

Given the circumstances we think it's our responsibility to make a clear recommendation to the charity members and user groups. We have borne in mind in our deliberations that the current revenue income from the centre based on our existing charges is in the region of £20,000 per annum and that the council requires a recharge of £70,000.

## **Recommendations**

There is very little option given this difficult situation but here are our recommendations

- 1 We have come to the conclusion that the recharge sum required is too much and that we would never raise that sort of money annually without commercialising the community centre and running it as a profit-making company which would defeat our charitable objectives and the whole ethos of a centre for community enhancement and development which is affordable to all.
- 2 So, we are recommending that we decline the option open to us and withdraw from Centre Management on the 31<sup>st</sup> March 2026 and leave it to the council to manage from April 2026.
- 3 We take the decision to withdraw but still vigorously oppose the councils plans up until the last moment seeking a change in political decisions.
- 4 We will also express our disappointment in the position the council has placed us in with this new ultimatum and make them aware of the valuable donations we have been able to make from our income to community groups such as the Bathgate Procession Committee and the towns fantastic local

Bands and other groups over the last say five years from our centre income.

- 5 We should also make clear that the review we undertook on the centre as volunteers was wasted time for us and a big disappointment as we were making plans to invest heavily in updating the community centre fixtures and fittings and reviewing our charges and researching options to modernise the booking system. That level of Community Benefit will now be lost, and the community will be poorer for it.

### **Future of the Charity**

Recommendations on this is that we continue the Charity and we review schemes that would benefit the community in line with our charitable objectives.

### **Bathgate Community Centre Management Committee**

14<sup>th</sup> August 2025

	<b>100%</b>	<b>80%</b>
	<b>£</b>	<b>£</b>
<b>Youth Organisation (excluding business users)</b>		
Meeting Room	£ 6.90	£ 5.52
Hall	£ 11.45	£ 9.16
<b>Other recognised Community Organisations</b>		
Meeting Room	£ 12.22	£ 9.78
Hall	£ 19.90	£ 15.92
<b>Instructional Classes (participant pays a charge) - non-educational</b>		
Meeting Room	£ 29.84	£ 23.87
Hall	£ 50.56	£ 40.45
<b>Commercial Use</b>		
Meeting Room	£ 31.42	£ 25.14
Hall	£ 56.36	£ 45.09
Summer Schools	By negotiation	
<b>Sports activities (football, badminton etc)</b>		
Adult Group (Hall)	£ 28.99	£ 23.19
Adult Group (Court)	£ 5.67	£ 4.54
Registered youth group (Hall)	£ 11.88	£ 9.50
Registered youth group (Court)	£ 3.81	£ 3.05
<b>Free of Charge</b>		
Schools		
Parent Council (meetings only)		
Blood Transfusion Service		
OAP (meetings only)		
Ward Consultancy		
Trade Union Meetings for Council Employees		
Community Council Meetings		
Gala and Festival Committee on the day of the event		
Approved Council Activities (e.g. elections)		
Education Service Sponsored Activities		

**CONSTITUTION**  
**of the**  
**BATHGATE COMMUNITY EDUCATION CENTRE ASSOCIATION**

**1. NAME:-**

The name of the Association will be 'Bathgate Community Education Centre Association'

**2. AREA OF OPERATION:-**

The area outlined on the attached plan shall, for the purposes of this Constitution, be the area of benefit and any reference in this Constitution to the area of benefit shall be interpreted accordingly

**3. OBJECTS:-**

The objects of the Association are:-

(a) To advance education and to provide or assist in the provision of facilities for recreation or other leisure-time occupation, where such provision or assistance in provision –

i. is in the interests of Social Welfare; and

ii. is made with the object of improving the conditions of life of the Members of the community in the area of benefit; and for those purposes to associate with the West Lothian Council (referred to later as "the Council"), voluntary organisations and inhabitants in the area of benefit

(b) To co-operate with the Council and its successors in office in establishing, maintaining and managing any Community Centre situated in the area of benefit which is provided or grant-aided by the Council, in so far as it is established, maintained and managed for the attainment of object (a) of the Association

**4. MEMBERSHIP:-**

Membership of the Association shall be open to :-

(a) The following individuals (referred to later as individual members):-

- i. all persons who are eighteen (18) years or over and work or live in the area of benefit, or who attend a full-time education course at an establishment in the area of benefit (referred to later as "full members")
- ii. all persons between the age of fifteen (15) years and eighteen (18) years who work or live in the area of benefit or who attend a full-time education course in the area of benefit (referred to later as "youth members"); or
- iii. persons who are fifteen (15) years or over but do not qualify for membership because they neither work nor live nor attended a full-time education course in the area of benefit (referred to later as "associate members")

- (b) any voluntary organisations operating in the area of benefit which satisfy the Management Committee that they are organisations whose objects are of a similar nature to the objects of the Association and whose Membership, in the opinion of the Association, would be of benefit to the Association (referred to later as "associated organisations")

**5. TERMINATION OF MEMBERSHIP:-**

The Management Committee shall have the right to terminate any Membership for any good and sufficient reason, but, provided Member or one representative of an associated organisation shall have the right to be heard by the Committee before such a decision is made

**6. MANAGEMENT COMMITTEE:-**

The Management Committee shall have sole responsibility for setting out the policy and the general management of the Association, subject to the powers of the Association in General Meeting, except that :-

- i. the Management Committee shall have regard to any guidance and policy of the Council relating to the operation and functioning of Community Centres
- ii. the Management Committee shall have executive control of the Association
- iii. the Management Committee shall be assisted in the administration of the Association by the Community Education Worker appointed by the Council (referred to later as the "C.E. Worker")
- iv. the Management Committee shall have power to delegate any of their responsibilities and duties to a sub-committee appointed by, and responsible to, the Management Committee
- v. to ensure the smooth functioning and running of the Committee, Members who miss three (3) consecutive Meetings will automatically relinquish their Membership of the Committee unless special circumstances preclude their attendance, defined by the Management Committee
- vi. All Management Committee members must be in possession of an up to date Bathgate Community Education Centre membership. No exemptions will be allowed.

**7. COMPOSITION OF MANAGEMENT COMMITTEE:-**

- (1) The Management Committee shall comprise the following members, persons or representatives who are nominated by the respective bodies or organisations to serve on the Management Committee :-
- a) individual members, comprising of six (6) full members and two (2) youth members, elected annually at the Annual General Meeting
  - b) one (1) member of the Council
  - c) one (1) member of West Lothian Council
  - d) one (1) representative of each Community Council serving in the area of benefit



- (2) In addition to the persons comprising the Management Committee as above, the associated organisations shall, subject to the conditions specified below, be entitled to appoint a total of three (3) persons to serve on the Management Committee.
- a) not more than one (1) representative from each associated organisation shall be nominated
  - b) if any representative resigns during their term of office, another representative may be appointed for the duration of the period
  - c) if more than three (3) representatives be proposed for appointment, the associated organisations shall themselves decide which three (3) of the candidates shall be appointed
- (3) The Centre Co-ordinator and the Council's Director of Education or his representative (such representative not being the Centre Co-ordinator) shall attend meetings of the Management Committee in an advisory capacity and shall be entitled to address the Committee on any matter
- (4) The Management Committee shall have powers at any time to co-opt up to three (3) additional members
- (5) Vacancies on the Management Committee shall be filled by co-option

8. **MANAGEMENT COMMITTEE QUORUM**

Five (5) Members of the Management Committee present in person shall be a quorum for meetings of the Management Committee, provided one (1) Member present is an office bearer

9. **OFFICE BEARERS**

The Association shall elect a Chairperson, Vice Chairperson, Secretary and Treasurer at the Annual General Meeting of the Association

10. **MINUTES**

The Secretary shall, amongst other things, be responsible for the writing of minutes of Meetings of the Association in general meeting, the Management Committee and any sub-committees thereof. The Secretary may be assisted by the appointment of an assistant or Minute Secretary. All minutes shall be open to inspection by all Members, but they should be approved at the following Meeting before they are displayed

11. **ANNUAL GENERAL MEETING**

- a. The Association shall, in each year, hold a general meeting as its Annual General Meeting in addition to any other Meetings in that year and shall specify the Meeting as such in the notices calling it. The Annual General Meetings shall be held within six (6) weeks after the end of the Association's financial year. The Annual General Meeting shall be held at such place and time as the Committee shall decide
- b. Existing Executive Committee Members must make every effort to be in attendance at Annual General Meetings and Extraordinary General Meetings

- c. **Nominees for Executive positions at Annual General Meetings:** Members must have served two (2) years on the Committee before being proposed for an Executive position, unless they have previous experience in an Executive position on a Committee
- d. **Composition of Committee:** Member who cannot make an Annual General Meeting, can show interest for nomination by contacting the Secretary

**12. EXTRAORDINARY GENERAL MEETINGS**

- a. **All general meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings**
- b. **The Management Committee may, whenever it thinks fit, convene an Extraordinary General Meeting and Extraordinary General Meetings shall also be convened by the Management Committee on the requisition of fifteen (15) full Members in writing**

**13. QUORUM FOR GENERAL MEETINGS**

**Fifteen (15) Full or Youth Members present in person shall be a quorum for General Meetings**

**14. NOTICE OF GENERAL MEETING**

**Notice of General Meeting shall be by advertisement in a newspaper circulating in the area of benefit two (2) weeks prior to such General Meeting**

**15. CHAIRPERSON**

**The Chairperson of the Management Committee shall chair General Meetings, including the Annual General Meeting. If the Chairperson is absent, the Vice-chairperson or a member of the Management Committee elected at the start of the General Meeting shall chair the Meeting**

**16. AGENDA**

**At the Annual General Meeting, the Agenda shall be in the following form, or as near to as circumstances permit:-**

- a) **Apologies for absence**
- b) **Minutes of previous Meeting**
- c) **Presentation and adoption of Annual Reports**
- d) **Presentation and adoption of Annual Audited Accounts**
- e) **Election of Office Bearers, but only where Office Bearers are appointed at the Annual General Meeting (see clause 9)**
- f) **Election of Members of the Management Committee**
- g) **Any other competent business of which prior notice has been given**
- h) **Appointment of the Auditors**
- i) **Motions**

**17. VOTING RIGHTS**

**At General Meetings, all full and youth Members present shall be entitled to vote. No other person shall be entitled to vote. Voting shall be by show of hands or by ballot, at the discretion of the Chairman**

**18. SUBSCRIPTIONS**

- i The Management Committee shall determine the level of annual subscriptions and Membership fees for individuals and Associated Organisations.
- ii A half yearly membership can only be taken out by a new member joining the Centre after 31<sup>st</sup> March. This cannot be claimed by any existing member or group withholding payment till the end of March.

**19. FINANCE**

All monies raised by, or on behalf of, the Association shall be applied to further the objects of the Association and for no other purpose. However, no Office-Bearer or other Member shall be paid or given any sum of money or honorarium, except in so far as the payment is for reimbursement of outlays actually incurred for the benefit of the Association. For the purposes of this Clause, it is understood that, amongst other things, payments for time occupied and ex gratia payments are not for the benefit of the Association

**20. BANK ACCOUNTS**

All Bank Accounts shall be operative on any two signatures of the Chairman and the Treasurer of the Association and the Centre Manager

**21. ACCOUNTS**

The Centre Co-ordinator will normally be responsible for the day-to-day financial administration and will assist the Treasurer in the preparation of Financial Reports and Accounts.

A Financial Report will be given to each Meeting of the Management Committee. The financial year will normally be from 1st April / 31st March. A copy of the Audited Accounts shall be sent to the Director of Education of the Council not later than twelve (12) weeks after the end of the financial year

**22. AUDITORS**

The Accounts of the Association shall be audited by an Accountant. The Association shall pay all fees due to the Auditor for their professional services

**23. AMENDMENTS**

Any resolution to alter this Constitution will be submitted to the Association in writing twenty-one (21) days before the General Meeting takes place. Any such resolution must be passed by a two-thirds majority of those present and entitled to vote. Proposed alterations to Articles 3, 4, 19, 23 or 24 of this Constitution, shall be notified to H.M. Inland Revenue, to ascertain whether or not such proposed alterations would affect the charitable status of the Association and in the event that such alterations do affect the said status, they shall not be entertained

**24. DISSOLUTION OF ASSOCIATION**

If the Management Committee decide that dissolution of the Association is necessary or advisable, the Management Committee shall call a Meeting of all Members and also inhabitants of the area of benefit who are aged at least eighteen (18) years.

Twenty-eight (28) days notice of such Meeting shall :-

- a) be given to all Members
- b) be posted in a conspicuous place or places in the area of benefit
- c) be published in a newspaper circulating in the area of benefit
- d) be given in writing to the Council

If such a decision to dissolve be confirmed by at least a two-thirds majority of those present and voting at the Meeting then after the satisfaction of all debts and liabilities including the return of those items advanced or on loan from the Council, the assets shall not be paid or distributed to the Members but shall be given to such other charitable organisations with objects similar to those of the Association as the Association may decide. The Association shall then be declared dissolved

**May 2005**

<b>May 2007</b>	<b>Amendments</b>	<b>No 06</b>	<b>added paragraph</b>	<b>vi</b>
		<b>No 18</b>	<b>added paragraph</b>	<b>2</b>