



My Ref: RCCAT/DN-A/SI/CTB

Contact: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

Date: 26 May 2023

ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT ACT DECISION NOTICE - AGREED IN PART

To: Lochwinnoch Community Development Trust
C/o The Work Place
39 High Street
Lochwinnoch
PA12 4AB

Date of Notice: 25 May 2023

This Decision Notice relates to the asset transfer request made by **Lochwinnoch Community Development Trust** acknowledged on **01 March 2023** in relation to a **vacant site at Lochhead Avenue, Lochwinnoch PA12 4AW**.

I am delighted to inform you that the Community Asset Transfer Subcommittee of Renfrewshire Council met on the **24th of May 2023** and has decided to **approve** the above Community Asset Transfer request in part, subject to the conditions in the attached Heads of Terms:

- a) Approval is for a 10-year lease of the land at Lochhead Avenue and additional rights requested at a rent of £1 per annum, such rent only to be paid if asked for; and

The reasons for this decision are as follows:

There being no reasonable grounds for refusal.

- b) The said Subcommittee decided to **refuse** your application for an option to purchase the said land at this time.

The reasons for this decision are as follows:-

There is insufficient information available at present to allow the Subcommittee to be satisfied as to the viability and impact of the proposed use of the land in the longer term; a further report to be presented to the sub-committee within 3 years of this notice.



Chief Executive Service
Head of Economy & Development: Alasdair Morrison
Renfrewshire House, Cotton Street, Paisley PA1 1JB
www.renfrewshire.gov.uk



The attached document specifies the terms and conditions subject to which the Council would be prepared to **lease** the land to you. If you wish to proceed, you must submit an offer to the Council at the address above by **23rd of November 2023**. The offer must reflect the terms and conditions attached and may include such other reasonable terms and conditions as are necessary or expedient to secure the lease within a reasonable time period.

You are strongly advised to seek independent property advice and to consult a conveyancing solicitor to review these terms and to act on your behalf in submitting your offer and in negotiations with Renfrewshire Council.

Right to Request a Review

If you consider that the terms and conditions attached differ to a significant extent from those specified in your request, you may **apply to the Council to review this decision**. Any application for Review must be made in writing to [REDACTED], Renfrewshire Council, Renfrewshire House, Cotton Street, Paisley PA1 1WB or emailed to [REDACTED] by **Wednesday 21st of June 2023** which is 20 working days from the date of this notice.

If the outcome of the review does not resolve the issue, or if no decision is made within the required period,- being 6 months from the date of the request for a review, you can then Appeal to the Scottish Ministers under section 88 of the Community Empowerment (Scotland) Act 2015.

Guidance on making an application for review or appeal is available in the [Guidance for Community Transfer Bodies](#) and to download from the [Council Website](#).

Yours sincerely

[REDACTED]

[REDACTED]

Community Asset Transfer

Long Lease of: Vacant Site at Lochhead Avenue, Lochwinnoch, PA12 4AW

Heads of Terms

Below are the core Terms and Conditions under which Renfrewshire Council agrees to **lease** the above asset to you

1.	PROPERTY	Vacant Site, Lochhead Avenue, Lochwinnoch PA12 4AW. Site Plan reference E2919 (attached) UPRN:123099644
2.	LANDLORD/OWNER Solicitor name, contact details Landlord Contact	Renfrewshire Council Cotton Street, Paisley, PA1 1WB Margaret Craig Margaret.craig-cs@renfrewshire.gov.uk Aileen Johnston aileen.johnston@renfrewshire.gov.uk
3.	TENANT Contact Details Solicitor name, address, contact details	Lochwinnoch Community Development Trust Limited Company Registration No. SC445206 Tori Bell, Director toribell2012@icloud.com tori@myleaproject.org 07883 837 284 TBC Name, Position Address Email Telephone
4.	LEASE TERM	10 Years
5.	RENT	£1.00 per annum
6.	USE	Site to be used as a multi-use social space and garden for the benefit of the community and to promote and improve economic, social and environmental wellbeing in accordance with the approved CAT request and business plan.
7.	REPAIR	Full Repairing and Insuring. The Tenant shall be responsible for all repair and maintenance of the Property together with any and all boundary fences.

8.	ALTERATIONS	Any alterations or additions to the property will require landlord's approval which approval is not to be unreasonably withheld.
9.	ALIENATION	No assignation permitted. No sub lease of whole or part permitted except with landlord's approval.
10.	PLANNING & OTHER STATUTORY CONSENT	The tenant to ensure that the property has the correct planning consent for their proposed use and any developments approved with landlord's consent.
11.	INSURANCE	The tenant is responsible for all insurance of the land and buildings including, but not limited to, public liability and contents.
12.	RATES	The tenant to be responsible for all local authority charges on the land/property.
13.	UTILITIES	The tenant to be responsible for all utility costs relating to the land/property.
14.	PERMISSIONS	<p>As per the approved CAT Request, the tenant will be permitted to:</p> <ul style="list-style-type: none"> a) erect buildings b) sublet [to other community groups for the purpose of providing a service under approved usage as detailed in paragraph 6 above]; and c) connect the site to services such as phoneline and water / sewage. <p>All permissions subject to paragraphs 8, 9 and 10 above.</p>
15.	LANDLORD CONDITIONS	<p>The landlord requires the following additional conditions:</p> <ul style="list-style-type: none"> a) a break clause at the end of year 3 following conclusion of the lease. Clause may be invoked by either the tenant or the landlord
16.	COSTS	<p>Each party will be responsible for their own legal costs.</p> <p>The tenant is responsible for any LBTT, VAT and registration dues payable.</p>
17.	DATE OF ENTRY	To be agreed prior to the conclusion of the Lease.

These terms are not intended to form part of a legally binding contract and the correspondence of which it is part is expressly subject to completion of formal legal missives.

