

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

Contact: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

Date: 12 April 2023

ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT ACT DECISION NOTICE - AGREED

To:
Western Desert Recce Group SCIO

[REDACTED]

FAO: [REDACTED]

Date of Notice: 16/03/2023

This Decision Notice relates to the asset transfer request made by **The Western Desert Recce Group** on the **14th of December 2022** in relation to **Whitehaugh Barracks, Whitehaugh Avenue, Paisley PA1 3SS**.

I am delighted to inform you that the CAT Subcommittee of Renfrewshire Council met on the 15th of March 2023 and has decided to **agree** to the request.

The reasons for this decision are as follows:

There being no reasonable grounds for refusal

The attached document specifies the terms and conditions subject to which we are prepared to transfer ownership of the asset to you. If you wish to proceed, you must submit a formal offer to us at the address above by the **15th of September 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 transfer 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 1TT or emailed to [REDACTED] by the **10th of May 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, 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]

Community Asset Transfer

Sale of: Whitehaugh Barracks, Whitehaugh Avenue, Paisley PA1 3SS

Heads of Terms

Below are the core Terms and Conditions under which Renfrewshire Council agrees to **transfer ownership** of the above asset to **Western Desert Recce Group**.

1.	PROPERTY	Whitehaugh Barracks, Whitehaugh Avenue, Paisley PA1 3SS. The site, shown heavily outlined in black and coloured grey on the attached plan (E3347) on which is located the main 2-storey and attic category C listed building, courtyard and single storey garage block, extending in total to 2,104 sqm or thereby. UPRN: 123051190
2.	CURRENT OWNER Solicitor name, contact details Estates Contact	Renfrewshire Council Cotton Street, Paisley, PA1 1TT [REDACTED] [REDACTED] [REDACTED] [REDACTED]
3.	PURCHASER Contact Details Solicitor name, address, contact details	Western Desert Recce Group SCIO (SC041486) [REDACTED] Chairperson [REDACTED] [REDACTED] To be confirmed Name, Position Email Telephone
4.	PURCHASE PRICE	[REDACTED]
5.	DATE OF ENTRY	To be agreed subject to the conclusion of the Transfer.
6.	USE	The asset is being transferred for use as a living museum and includes the storage of military equipment and artefacts and the restoration of military vehicles on site as part of the collection; and as a hub for the local community. No live firearms or ammunition may be stored on site.

		Replica and decommissioned firearms or ammunition to be registered and approved by Police Scotland and stored appropriately.
7.	REPAIR, MAINTENANCE & INSURANCE	For the avoidance of doubt, the purchaser has sole responsibility for insuring the property, buildings and contents; maintaining the property and grounds, together with any and all boundary fences, in good order including all and any repairs necessary, from the date of entry,.
8.	PLANNING & OTHER STATUTORY CONSENT	The purchaser will be responsible for a) securing the correct planning or other statutory consents as may be required for any alterations to the property, land or perimeter fencing, including installation or change to lighting, change of use or outdoor events outwith the agreed use; and b) ensuring all and any building works, installations or change of use are sympathetic to the listed status of the asset and are approved by Historic Environment Scotland.
9.	RATES	For the avoidance of doubt, the purchaser will be responsible for all local authority charges on the property from the date of entry and application for exemptions if eligible.
10.	UTILITIES	For the avoidance of doubt, the purchaser will be responsible for all utility costs relating to the property from the date of entry, including but not limited to, water, waste, fuel and telecoms.
11.	COSTS	Each party will be responsible for their own legal costs. The purchaser is responsible for any LBTT, VAT and registration dues payable.
15.	SPECIFIC CONDITIONS OF SALE OR TRANSFER	(i) The property is being transferred to the purchaser at a discounted rate under Part 5 of the Community Empowerment (Scotland) Act 2015 on the basis of the expected benefits as set out in the CAT request. As such, the purchaser is prevented from re-selling the property for commercial gain. (ii) Sale of the asset is conditional upon full compliance with the requirements of the Subsidy Control Act 2022. (iii) If it is determined that the property is Common Good, the sale will be conditional on any consents or approvals required in connection with section 75 of the Local Government (Scotland) Act 1973 and any related legislation.

	<p>(iv) The purchaser agrees to a 'claw back' clause, valid for 5 years from the date of sale, in favour of the Council and entitling it to recover the property in the event that the purchaser</p> <ul style="list-style-type: none"> a) no longer requires the property within this timescale; b) is unable to secure funding to restore the asset within the timescale; or c) is unable or unwilling to deliver the benefits as set out in the asset transfer request within the timescale. <p>(v) Beyond the claw back period and in the event the Western Desert Recce Group no longer needs or wants the property and/or in the event of their winding up or dissolution, any surplus assets, after the satisfaction of liabilities, must pass to another charity or eligible community transfer body for the benefit of the community.</p> <p>(vi) WDRG to be granted as soon as reasonably practicable after missives are concluded, a Licence to Occupy the garage block and to commence renovations , such Licence to be in terms satisfactory to the Council. Acceptance by the Council of the formal offer and conclusion of missives not to be unduly delayed.</p> <p>(vii) WDRG to be responsible for, amongst other things, the insurance, repair and maintenance of the garage block from the date of occupation and pending completion of the transfer.</p> <p>The missives to follow shall, at the option of Renfrewshire Council, contain a provision that a standard security and minute of agreement, or similar, and a constitutive deed, shall be granted by the purchaser to ensure the enforceability of the conditions above, and shall contain such other terms and conditions as may be considered appropriate by the Council, acting reasonably and having due regard to your rights under the Community Empowerment (Scotland) Act 2015</p>
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