

**My Ref:** RCCAT/DN-A/SI/PMCH  
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**Date:** 15 April 2025

**ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT ACT  
DECISION NOTICE - AGREED**

Johannes Gonani  
Pachedu Multi Cultural Hub Ltd



***Date of notice: 15/04/2025***

Dear

This Decision Notice relates to the asset transfer request made by **Pachedu Multi Cultural Hub Ltd** on **21/01/2025** in relation to the asset transfer purchase of **Falcon Day Centre, Falcon Crescent, Paisley, PA3 1NS** (UPRN: 123047855).

I am delighted to inform you that the Community Asset Transfer Subcommittee of Renfrewshire Council met on the **19<sup>th</sup> of March 2025** 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 Renfrewshire Council would be prepared to **transfer ownership** of the asset (land/property) to you. If you wish to proceed, you must submit a formal offer to the Council's Head of Corporate Governance, at the address given below by **20/10/2025** being a date not less than 6 months from the date of this notice. 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 may request an extension to this date. To do so, please submit a request in writing to [communityassettransfer@renfrewshire.gov.uk](mailto:communityassettransfer@renfrewshire.gov.uk) not less than 4 weeks prior to the deadline for submission of your formal offer as aforementioned, stating your

reasons for seeking an extension. Renfrewshire Council may determine whether or not to grant such a request for an extension, and its decision in this respect will be final, but without prejudice to your statutory rights in terms of the relevant legislation.

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 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 Renfrewshire Council to review this decision**. Any application for Review must be made in writing to Mark Conaghan, Head of Corporate Governance, Renfrewshire Council, Renfrewshire House, Cotton Street, Paisley PA1 1WB or by email to [mark.conaghan@renfrewshire.gov.uk](mailto:mark.conaghan@renfrewshire.gov.uk) and be received by **16/05/2025**, which is 20 working days from the date of this Decision Notice.

If the outcome of the review does not resolve the issue, or if no decision is made within the required period, being six 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

A handwritten signature in dark ink, appearing to read 'Alasdair Morrison', with a stylized flourish at the end.

Alasdair Morrison  
Head of Economy and Development

## Community Asset Transfer

Transfer of Ownership of: **Falcon Day Centre, Falcon Crescent, Paisley, PA3 1NS**

### Heads of Terms

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

1.	<b>PROPERTY</b>	Falcon Day Centre, 1 Falcon Crescent, Paisley PA3 1NS UPRN: 123047855 Site Plan E3602 attached
2.	<b>OWNER</b>  Solicitor name, contact details  Property Contact	Renfrewshire Council Cotton Street, Paisley, PA1 1TT [REDACTED] [REDACTED] [REDACTED] [REDACTED]
3.	<b>PURCHASER</b>  Contact Details  Solicitor name, address, contact details	Pachedu Multi Cultural Hub Ltd (SC837581)  Johannes Gonani [REDACTED]  TBC Name, Position Address <a href="#">Email</a> Telephone
4.	<b>PURCHASE PRICE</b>	£1000.00
5.	<b>DATE OF ENTRY</b>	To be agreed subject to the conclusion of the Transfer.
6.	<b>USE</b>	Asset to be used as a community hub that serves as a cultural connector and community focal point, fostering cultural enrichment, social cohesion, economic development and community integration.  Purchaser responsible for checking and securing any statutory consents required for intended future use or changes to same.
7.	<b>REPAIR &amp; MAINTENANCE</b>	The purchaser has sole responsibility for maintaining the property and grounds, together with any and all boundary fences, in good order from the date of entry.

8.	<b>SECURITY, INSURANCE, HEALTH &amp; SAFETY</b>	<p>The Council will have no further liability for the asset, or people using or affected by the asset or use of the asset from the date of entry.</p> <p>The purchaser must ensure the asset is appropriately and adequately secured and protected from the date of entry and that the asset is adequately and appropriately insured against all risks including, but not limited to, buildings, contents and public liability; and that the asset complies with the current health, safety and other regulatory requirements, as appropriate, at all times.</p>
9.	<b>PLANNING &amp; OTHER STATUTORY CONSENTS</b>	The purchaser will be responsible for securing the correct planning and 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.
10.	<b>RATES</b>	The purchaser to be responsible for all local authority charges on the property from the date of entry and application for exemptions if eligible.
11.	<b>UTILITIES</b>	The purchaser to be responsible for all utility costs relating to the property, as appropriate, from the date of entry.
12.	<b>COSTS</b>	<p>Each party will be responsible for their own legal costs.</p> <p>The purchaser is responsible for any LBTT, VAT and registration dues payable.</p>
13.	<b>TRANSFER CONDITIONS</b>	<p>Transfer subject to:</p> <ul style="list-style-type: none"> <li>a) the Council being fully satisfied as to its title to the whole of the land, and the renunciation of any leases or licences affecting the property.</li> <li>b) Section 80 (2)(b) of the Community Empowerment (Scotland) Act 2015 whereby, in the event the purchaser no longer needs the property and/or in the event of their winding up or dissolution, any surplus property, after the satisfaction of liabilities, <b>must</b> pass to another charity or eligible community transfer body for community benefit.</li> </ul> <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, shall be granted by the purchaser to ensure the enforceability of this and any other condition.</p>
14.	<b>OTHER CONDITIONS</b>	The sale to follow shall be subject to the terms of the Council's title and shall contain such other terms and

