

My Ref: RCCAT/DN-A/SI/CTB
Contact: Sandra Inrig
Telephone: 0141 487 1447 / 07974 071238
Email: sandra.inrig@renfrewshire.gov.uk
Date: 27 May 2025

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

Maggie Morrison
Inchinnan Development Trust



Date of notice: 27/05/2025

Dear Maggie

This Decision Notice relates to the asset transfer request made by **Inchinnan Development Trust** on **16/01/2025** in relation to asset transfer purchase **Site, East Beardmore Cottages** (UPRN: 123104862).

I am delighted to inform you that the Community Asset Transfer Subcommittee of Renfrewshire Council met on the **21st of May 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 main 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 or your solicitor must submit a formal offer to the Council's Head of Corporate Governance at the address given below by **Friday, 28th of November 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 stating your reasons for seeking an extension to 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 such 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 and be received by **24/06/2025** 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.

Full 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



Alasdair Morrison
Head of Economy and Development

Community Asset Transfer

Transfer of Ownership of: Site, East Beardmore Cottages, Inchinnan

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.	PROPERTY	Site, East Beardmore Cottages lies on the eastern boundary behind No.s 52 to 60 Beardmore Cottages, Inchinnan and runs from Greenock Road to the entrance to the community owned Teucheen Wood. Comprising open grass land, the site extends to 2.47 acres (10,003 sqm). The site includes a wayleave pathway from Greenock Road to the Teucheen Wood constructed in 2022. UPRN: 123104862
2.	LANDLORD/OWNER Solicitor name, contact details Landlord Contact	Renfrewshire Council Cotton Street, Paisley, PA1 1TT [REDACTED] [REDACTED] [REDACTED] [REDACTED]
3.	PURCHASER Contact Details Solicitor name, address, contact details	Inchinnan Development Trust (SC659896). Maggie Morrison, Secretary [REDACTED] [REDACTED] [REDACTED] [REDACTED]
4.	PURCHASE PRICE	£1.00
5.	DATE OF ENTRY	To be agreed subject to the conclusion of the Transfer.
6.	PERMITTED USE	For use as an accessible nature space for the local community including schools and other groups, to include <ul style="list-style-type: none">• creation of a fully accessible communal nature space;• creation of quality woodland edge habitat;

		<ul style="list-style-type: none"> • creation of quality wet grassland habitat; and • miscellaneous biodiversity enhancements across the site. <p>Purchaser responsible for checking and securing any statutory consents required for intended future use or changes to same.</p>
7.	REPAIR & MAINTENANCE	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.	SECURITY, INSURANCE, HEALTH & SAFETY	<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.	PLANNING & OTHER STATUTORY CONSENTS	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.	RATES	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.	UTILITIES	The purchaser to be responsible for all utility costs relating to the property, as appropriate, from the date of entry.
12.	COSTS	<p>Each party will be responsible for their own legal fees.</p> <p>The purchaser is responsible for any LBTT, VAT and registration dues payable.</p> <p>The purchaser is further responsible for the costs of any outlays incurred by the Council for the production of reports and/or searches or similar requested by the purchaser's solicitor.</p>
13.	TRANSFER CONDITIONS	The sale to follow shall be subject to the terms of the Council's title 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

		<p>(Scotland) Act 2015</p> <p>Transfer granted subject to</p> <p>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;</p> <p>b) agreement of the Scottish Ministers for disposal of land held on the Council's Housing Revenue Account for below 75% of the market value; and</p> <p>c) 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, must pass to another charity or eligible community transfer body for community benefit.</p>
14.	OTHER CONDITIONS	None
15	Missives	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 any or all of the conditions set out in sections 13 and 14 above.

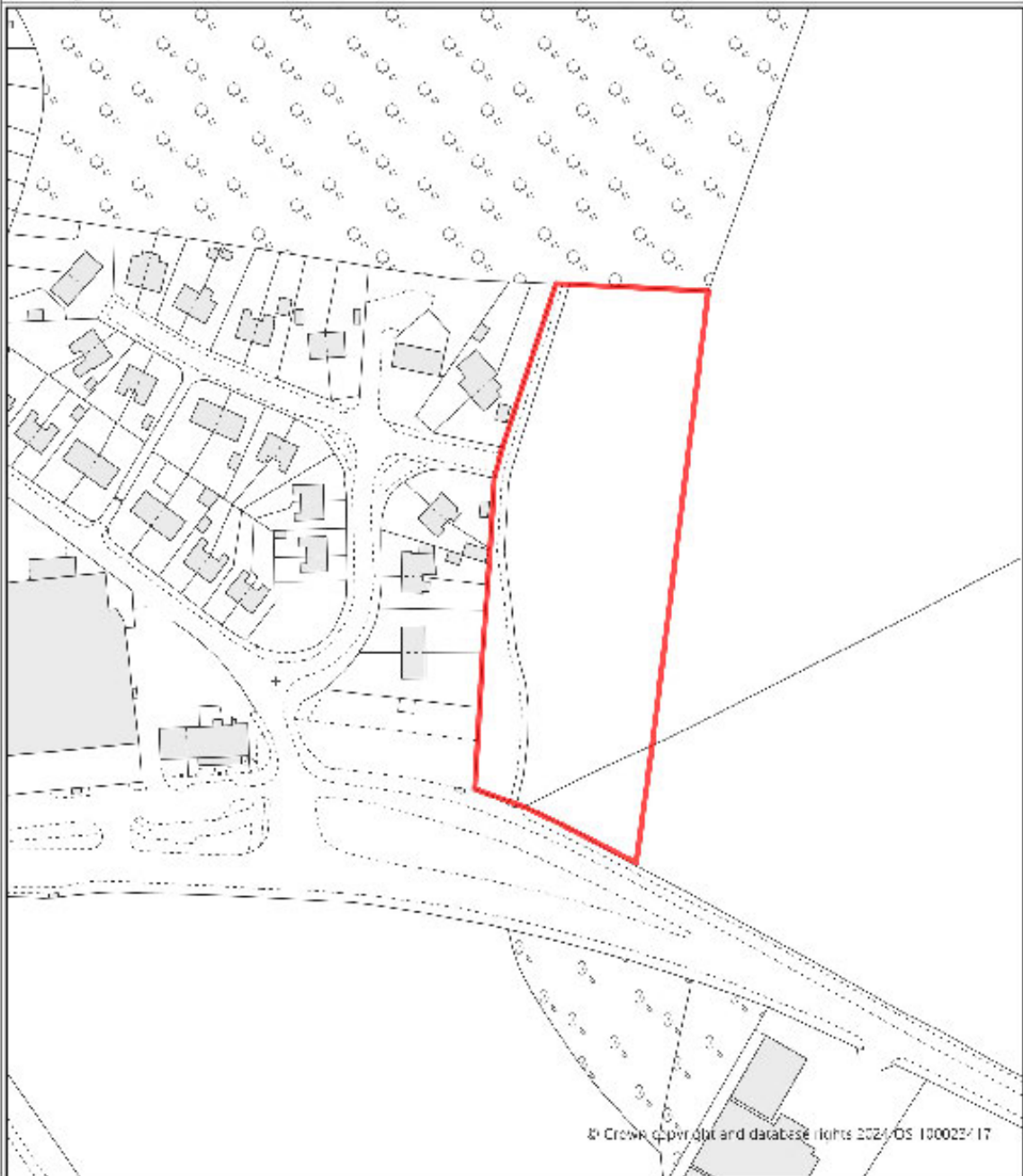
These terms are not intended to form part of a legally binding contract and the correspondence of which it is part is expressly subject to completion of formal legal missives.

Decision notice relates solely to the land shown outlined in red on the attached plan E3571



Use: housing

Date: 10/01/2022



Notes:

Area shown outlined red extends to 10,003 sqm or thereby.

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