



My Ref: RCCAT/DN-A/SI/FoHP
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Date: 01 March 2023

ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT ACT DECISION NOTICE - AGREED

To: Gillian Whyte
Friends of Howwood Park Ltd
41 Linister Crescent
Howwood
PA9 1DS

23rd February 2023

This retrospective Decision Notice relates to the asset transfer request made by **Friends of Howwood Park Ltd** (SC716490) on **4th December 2020** in relation to the Howwood Park Pavilion, Midton Road, Howwood PA9 1BN (UPRN: 123095681); indicated hatched in the attached site plan (E2980).

Renfrewshire Council has decided to **AGREE** to this request.

The reasons for this decision are as follows:

- No reasonable grounds for refusal following consideration by Infrastructure, Land and Environment Policy Board on 27th January 2021.

The attached document specifies the terms and conditions subject to which we would be prepared to **lease** the asset to you. If you wish to proceed, you must submit an offer to us at the address above by **23rd August 2023**, being 6 months from 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 **lease** within a reasonable time period.

You are strongly advised 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.



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



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 **Mark Conaghan, Head of Corporate Governance**, Renfrewshire Council, Renfrewshire House, Cotton Street, Paisley PA1 1WB mark.connaghan@renfrewshire.gov.uk by **Wednesday 22nd March 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, 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

Alasdair Morrison
Head of Economy and Development

Heads of Terms – CAT Transfer – Long Lease

Howwood Park Pavilion, Midton Road, Howwood. PA9 1BN

1.	PROPERTY	<p>Howwood Park Pavilion, Midton Road, Howwood. PA9 1BN, extending to 84sqm or thereby. Premise are shown hatched black on the attached site plan (E2980). Access to the property is to be provided and the tenant may be asked to contribute to the cost of maintenance of said access.</p> <p>UPRN: 123095681</p>
2.	Landlord	<p>Renfrewshire Council Cotton Street, Paisley, PA1 1WB</p>
	Solicitor name / contact details	<p>Erin Leyden Erin.leyden@renfrewshire.gov.uk</p>
	Landlord Contact	<p>Louise Le Good Louise.legood@renfrewshire.gov.uk</p>
3.	Tenant	<p>Friends of Howwood Park Ltd (SC716490) 41 Linister Crescent Howwood PA9 1DS</p>
	Solicitor name, address, contact details	<p>Karina Macleod Arachas3 Clyde Offices 2nd Floor 48 West George Street, Glasgow. G2 1BP. 07376-427225 karina@arachas3.co.uk</p>
	Tenant Contact	<p>Gillian Whyte, Chair Person gill-whyte@hotmail.co.uk 07834 817337</p>
4.	TERM	10 years
5.	RENT	£1 per annum
6.	USE	Permitted use is recreational purposes, on a not-for-profit basis, for the benefit of the residents of the village of Howwood (this is subject to the restrictions set out in the property titles).
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. Any Known Arrangement, tbc
10.	PLANNING & OTHER STATUTORY CONSENT	The tenant to ensure that the property has the correct planning consent for their proposed use.
11.	INSURANCE	The landlord will insure the property excluding the tenant's fixtures and fittings and if required recharge the premium to the tenant. The tenant being responsible for contributing £250 for any claim insurance claim made. The tenant is responsible for all other insurance including, but not limited to, public liability and contents.
12.	RATES	The tenant to be responsible for all local authority charges on the property.
13.	UTILITIES	The tenant to be responsible for all utility costs relating to the property.
14.	OTHER CONDITIONS	The park management rules are to be complied with.
15.	COSTS	Each party will be responsible for their own legal costs.
16.	DATE OF ENTRY	To be agreed subject 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.

Attach Plan



E2980 Howwood
Park Pavilion.pdf