



My Ref: RCCAT/DN-A/SI/WCBC
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Date: 16 September 2022

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

To: Helen Bateman
Secretary,
Woodlands Community Bowling Club SCIO (SC050436)
28 Moorburn Place
Linwood
PA3 3SH

Date of notice: 16 September 2022

This Decision Notice relates to the asset transfer request made by **Woodlands Community Bowling Club SCIO (SC050438)** on **20 May 2022** in relation to **The Woodlands Bowling Club, Brediland Road, Linwood PA3 3RA** (UPRN: 123029526; site map E3277 attached)

The CAT Panel (officer group) met on the 2nd of August 2022 and decided to **AGREE** to this request. The Infrastructure, Land and Environment Board (31/08/2022) approved the disposal of the asset to Woodlands Community Bowling Club (SCIO SC050436) at the offered price and instructed the Head of Economy and Development to proceed with the transfer.

The reasons for this decision are as follows:

No reasonable grounds for refusal.

The attached document specifies the terms and conditions subject to which we would be prepared to **Transfer Ownership** of the asset to you. If you wish to proceed, you must submit an offer to us at the address below by **Friday, 18th of March 2023**, being 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.



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



You are strongly advised to consult a 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 / Appeal

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.conaghan@renfrewshire.gov.uk by **Friday, 14th of October 2022**, 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 (6 months from the date of your application 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

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

Alasdair Morrison
Head of Economy and Development

Transfer of Ownership

Woodlands Bowling Club, Brediland Road, Linwood PA3 3RA

Terms and Conditions of Transfer

1.	PROPERTY	Bowling Green and Pavilion, Brediland Road. Linwood PA3 3RA, extending to 2,884 sqm or thereby and shown on attached plan (E3277). UPRN: 123029526
2.	CURRENT OWNER Solicitor name, contact details Landlord Contact	Renfrewshire Council Cotton Street, Paisley, PA1 1WB Margaret Craig Margaret.craig-cs@renfrewshire.gov.uk Louise Le Good Louise.legood@renfrewshire.gov.uk
3.	PURCHASER Solicitor name, address, contact details Contact Details	Woodlands Community Bowling Club SCIO (SC050438) Ian Briggs J & J McCosh Clydesdale Bank Chambers, Dalry, KA24 5AB 01294 832112 ian.briggs@jjmccosh.co.uk Helen Bateman, Secretary h.bateman01@outlook.com 07545 651307
4.	PURCHASE PRICE	£1 (if asked)
5.	DATE OF ENTRY	To be agreed subject to the conclusion of the Transfer.
6.	USE	The subjects to be used as a community bowling club and for community activities
7.	REPAIR & MAINTENANCE	a) 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. b) The purchaser will be responsible for a share, estimated at 1.35%, of repairs and maintenance to all access paths, roads and car parks of the On-X Sports Centre currently leased to OneRen
8.	ALARM SYSTEMS	The purchaser must ensure the property is protected from intruders and has the appropriate fire and safety alarms, and maintenance thereof, that comply with HSE Standards and Scottish Government Legislation

9.	HEALTH & SAFETY	<p>The purchaser will be responsible for,</p> <ul style="list-style-type: none"> a) ensuring appropriate health and safety signage throughout the building, including but not limited to, emergency exits; b) ensuring appropriate fire equipment and maintenance thereof; c) annual PAT testing of all small and installed electrical appliances.
10.	PLANNING & OTHER STATUTORY CONSENT	<p>The purchaser will be responsible for 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.</p>
11.	INSURANCE	<ul style="list-style-type: none"> a) The purchaser will be responsible for ensuring an adequate level of Buildings Insurance, to cover the cost of re-building in the event of any structural damage, fire or flood, from the date of entry. b) The purchaser is responsible for all other insurance including, but not limited to, public liability and contents.
12.	RATES	<p>The purchaser to be responsible for all local authority charges on the property from the date of entry and application for exemptions if eligible.</p>
13.	UTILITIES	<p>The tenant to be responsible for all utility costs relating to the property from the date of entry.</p>
14.	COSTS	<p>Each party will be responsible for their own legal costs. The purchaser is responsible for any LBTT, VAT and registration dues payable.</p>
15.	SALE OR TRANSFER	<p>The property is being transferred at a discounted rate under Part 5 of the Community Empowerment (Scotland) Act 2015.</p> <p>As such, the purchaser is prevented from re-selling the property for commercial gain. In the event Woodlands Community Bowling Club 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.</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, shall be granted by the purchaser to ensure the enforceability of this condition.</p>

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.



Site Map E3277
(UPRN 123029526).p