

**My Ref:** RCCAT/DN-A/SI/EA  
**Contact:** Sandra Inrig  
**Telephone:** 0141 487 1447 / 07974 071238  
**Email:** [sandra.inrig@renfrewshire.gov.uk](mailto:sandra.inrig@renfrewshire.gov.uk)  
**Date:** 20 March 2026

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

Ali Whitty, Director  
Erskine Arts



**Date of notice:** 20 March 2026

This Decision Notice relates to the asset transfer request made by **Erskine Arts** on **17 June 2024** in relation to **Land, Kilpatrick Drive, Erskine PA8 7AF**.

I am delighted to inform you that the Community Asset Transfer Subcommittee of Renfrewshire Council met on the **18<sup>th</sup> of March 2026** and has decided to **approve** the asset transfer request.

The reasons for this decision are as follows:

**Erskine Arts have fulfilled the condition on the previous decision notice dated 26/09/2024 and meet the criteria of an eligible Community Transfer Body.**

**There being no other reasonable grounds for refusal.**

The attached document specifies the terms and conditions subject to which we would be prepared to **lease** the asset (land/property) to you. If you wish to proceed, you must submit an offer to us at the address above by **18 September 2026** being a date not more 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 **lease** 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](mailto:communityassettransfer@renfrewshire.gov.uk). If required, a request to extend should be submitted by **21 August 2026** being a date not less than 4 weeks prior to

the date when your offer should be received. Consent to such a request will not be unduly withheld by the Council.

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.

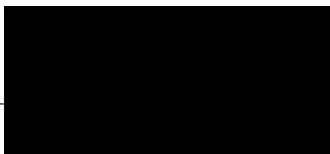
### **Right to Request a Review**

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 **Mark Conaghan, Head of Corporate Governance**, Renfrewshire Council, Renfrewshire House, Cotton Street, Paisley PA1 1WB [mark.conaghan@renfrewshire.gov.uk](mailto:mark.conaghan@renfrewshire.gov.uk) by **21 April 2026**, which is 20 working days from the issue date of this letter.

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 black rectangular box redacting the signature of Alasdair Morrison.

Alasdair Morrison  
Head of Economy and Development

## Community Asset Transfer

Long Lease of: Land, Kilpatrick Drive, Erskine PA8 7AF

### Heads of Terms

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

|    |                                                                                                      |                                                                                                                                                                                                                                                          |
|----|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | <b>PROPERTY</b>                                                                                      | Land, Kilpatrick Drive, Erskine PA8 7AF.<br><br>Site, extending to 465sqm or thereabouts, is located approximately 30 meters south of the entrance to Erskine Sports Centre as detailed in the attached site map reference E3478A<br><br>UPRN: 123121277 |
| 2. | <b>LANDLORD/OWNER</b><br><br>Solicitor name, contact details<br><br>Landlord Contact                 | Renfrewshire Council<br><br>Cotton Street, Paisley, PA1 1TT<br><br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]                                                                                                                                  |
| 3. | <b>TENANT</b><br><br>Contact Details<br><br><br><br><br><br>Solicitor name, address, contact details | Erskine Arts (SC482468)<br><br>Ali Whitty, Director<br>[REDACTED]<br>[REDACTED]<br>Tel. [REDACTED]<br><br>[REDACTED]<br>Harper Macleod<br>[REDACTED]                                                                                                     |
| 4. | <b>TERM</b>                                                                                          | 25 years                                                                                                                                                                                                                                                 |
| 5. | <b>RENT</b>                                                                                          | £1.00 per annum                                                                                                                                                                                                                                          |
| 6. | <b>USE</b>                                                                                           | Group to make purposeful use of the land to create a community garden space including a COVID memorial seating area and sound garden sculpture work for the benefit all users.                                                                           |
| 7. | <b>REPAIR</b>                                                                                        | The Tenant shall be responsible for all repair and maintenance of the asset together with any and all boundary fences from the date of entry.                                                                                                            |
| 8. | <b>ALTERATIONS</b>                                                                                   | Any alterations or additions to the property will require landlord's approval which approval is not to be unreasonably withheld.                                                                                                                         |

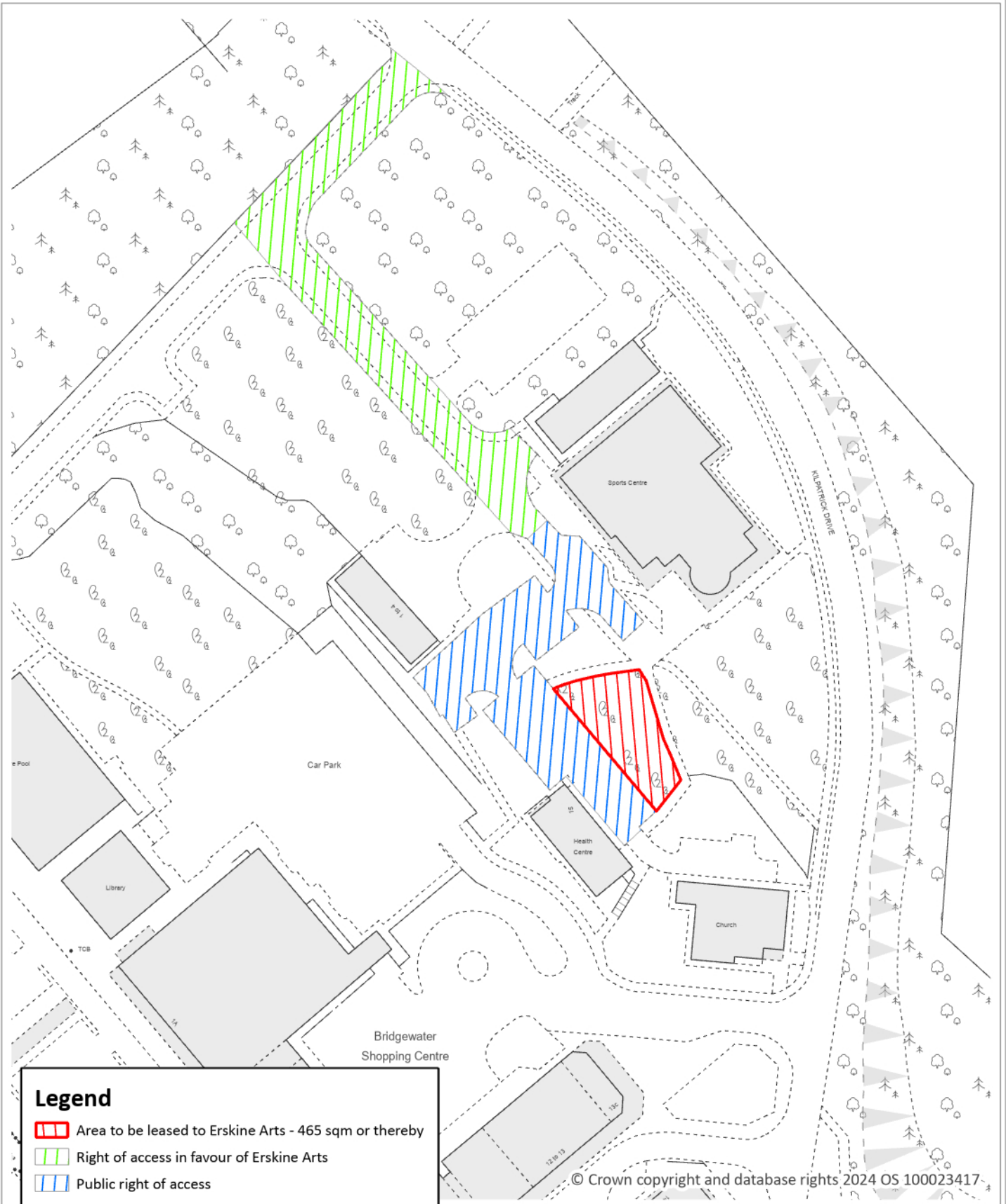
|            |                                               |                                                                                                                                                                                                                                                                                                                                                                               |
|------------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>9.</b>  | <b>ALIENATION</b>                             | No assignation is permitted. No sub lease of whole or part permitted except with landlords approval.                                                                                                                                                                                                                                                                          |
| <b>10.</b> | <b>PLANNING &amp; OTHER STATUTORY CONSENT</b> | The tenant to ensure that the asset has the correct planning consent for their proposed use and 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 from the date of entry. |
| <b>11.</b> | <b>INSURANCE</b>                              | No buildings exist on the site and the site is not insured by the landlord.<br><br>The tenant is responsible for all other insurance including, but not limited to, public liability and contents.                                                                                                                                                                            |
| <b>12.</b> | <b>RATES</b>                                  | The tenant to be responsible for all local authority charges on the property from the date of entry and application for exemptions if eligible.                                                                                                                                                                                                                               |
| <b>13.</b> | <b>UTILITIES</b>                              | The tenant to be responsible for all utility costs relating to the property from the date of entry including new connections.                                                                                                                                                                                                                                                 |
| <b>14.</b> | <b>LANDLORD CONDITIONS</b>                    | a) Lease granted subject to the landlord being fully satisfied as to its title to the whole of the land.<br><br>The lease to follow 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                                |
| <b>15.</b> | <b>COSTS</b>                                  | Each party will be responsible for their own legal costs.                                                                                                                                                                                                                                                                                                                     |
| <b>16.</b> | <b>DATE OF ENTRY</b>                          | To be agreed                                                                                                                                                                                                                                                                                                                                                                  |

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 negotiations and lease agreement.

**Decision notice relates solely to the land detailed on the attached plan E3478A**



Site Plan E3478A -  
USE.pdf



Notes: