

OFFICIAL



**Asset Transfer under the Community Empowerment (Scotland) Act 2015
DECISION NOTICE – AGREED**

Pollokshaws Area Network

To: [REDACTED]

Address: Pollokshaws Area Network, c/o Pollokshaws Methodist Church, 74
Shawholm Crescent, Glasgow, G43 1HL

Date: 22/01/2020

This Decision Notice relates to the asset transfer request made by **Pollokshaws Area Network** validated on 5 September 2018 in relation to **Former Shawbridge Nursery, 132 Shawbridge Street, G43 1NP**.

Glasgow City Council has decided to **agree** to the request.

This decision was made after a thorough evaluation process against pre-determined criteria outlined in the Council report of [November 2017](#). The request is recommended for approval on the basis of a 5 year lease. This recommendation is made for the following reasons:

1. The Community Transfer Body (CTB) has a good track record of project delivery from the asset being requested.
2. In the absence of any immediate alternative plans, the planned community benefits would seem to fit with the Community Empowerment Act's intention that Authorities should agree to Requests unless there is a good reason not to.
3. The portion of the site where the subjects are located is identified as a future redevelopment site within the Pollokshaws Transformational Regeneration Area. The proposed terms of the lease make provision for a right to terminate the lease after the 3rd anniversary of the start of the lease.

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 by 23 July 2020 (6 months). The offer must reflect the terms and conditions attached and may include other such reasonable terms and conditions as are necessary or expedient to secure the transfer within a reasonable time.

The offer must be prepared by a firm of solicitors and should be addressed to:

OFFICIAL

OFFICIAL

The Head of Legal and Administration
Chief Executive's Department
Glasgow City Council
City Chambers East
40 John Street
Glasgow, G1 1JL

The offer also must contain the following:

1. The name of the subjects on which the offer is made
2. The name of the Community Transfer Body
3. The date of the Decision Notice
4. Confirmation that offers of grant/funding will be in place at point of transfer
5. Confirmation of permissions (planning, environmental etc) in place and any that remain outstanding at the time of offer
6. Confirmation that the specific terms and conditions under which the Decision Notice was issued are acceptable.

Following receipt of the formal offer it is expected that the asset transfer will be concluded within 6 months. If the transfer is not made within 6 months then a request for an extension should be made as soon as possible.

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 request a review by the Council.

Any request for a review must be made in writing by Wednesday 22 February 2020, which is 20 working days from the date of this notice, to:

Norrie Lyttle
Committee Services Manager
Glasgow City Council
Chief Executive's Department
40 John Street
Glasgow, G1 1JL

Email: norrie.lyttle@glasgow.gov.uk

Guidance on requesting a review is available within the [Guidance for Community Transfer Bodies](#) (Section 17 and 18).

OFFICIAL

OFFICIAL

Terms and Conditions

1. Landlord: Glasgow City Council.
2. Tenant: Pollokshaws Area Network (PAN), a registered charity and RSCIO (SC043728).
3. Subjects: the building at 132 Shawbridge Street and the ground around the building which incorporates the Community Garden operated by PAN.
4. Term: 5 years
5. Date of Entry: no later than 31st January 2020.
6. Break Option: The landlord will have the right to terminate the lease at any time after the 3rd anniversary of the date of entry, by serving notice of at least 6 months on the tenant.
7. Rent: A concessionary rent of £750 (SEVEN HUNDRED AND FIFTY POUNDS STERLING) per annum exclusive of VAT and rates.
8. Rent Review: If the tenant no longer qualifies for a concessionary rent in terms of the Council's concessionary rental policy, the rent will be reviewed immediately to market rent (currently £2,000.00 exclusive of VAT). The tenant will have the right to terminate the lease in the event of a rent review on serving notice of not less than 28 days.
9. VAT: The tenant shall be liable for the payment of VAT payable on the rent, all utility cost and if applicable, rates.
10. USE: The building will be used as a meeting, training and drop-in facility for the local community, with ancillary storage space for equipment used in connection with the community garden. The ground around the building will be used as a Community Garden.
11. ALIENATION: There will be an absolute restriction on any sub-letting, but assignation of the whole shall be permitted with the prior written consent of the landlords which will not be unreasonably withheld or delayed.
12. REPAIRING OBLIGATIONS: The lease will be on full repairing and insuring terms with specific exclusion from liability for building repairs resulting from latent and inherent defects.

The tenant shall be responsible for maintaining the subjects in a reasonable condition, wind and watertight. In addition, the tenant shall keep the subjects in a clean, neat and tidy condition, all to the satisfaction of the landlord, acting reasonably. The tenant will be responsible for complying with all relevant health and safety regulations in respect of the subjects.

OFFICIAL

OFFICIAL

13. DILAPIDATIONS: The lease shall incorporate a Schedule of Condition, to be produced by the tenants and agreed with GCC, which will document the condition of the accommodation prior to occupation. At the expiry of the lease the premises should be returned in no worse condition than at date of entry.

14. INSURANCE:

(a) The Landlord shall insure the premises for full reinstatement against all customary perils, with the tenant being liable for any premiums for such insurance as the landlord places on the subjects.

(b) The tenant shall be responsible for taking out its own Contents and Public Liability insurance etc.

15. LEGAL COSTS: Each party shall be responsible for meeting its own legal expenses in respect of this transaction.

16. OTHER: The parties will co-operate to try to conclude a lease on these terms. During this, the tenant's Community Asset Transfer request will be held in abeyance.

OFFICIAL