



Asset Transfer under the Community Empowerment (Scotland) Act 2015

DECISION NOTICE – AGREED

Possilpark People's Trust
(Company Number SC576904, Charity Number SC048052)

To: [REDACTED]
Address: [REDACTED]
Date: 27/01/2020

This Decision Notice relates to the asset transfer request made by **Possilpark People's Trust** validated on 18 September 2018 in relation to **Possilpoint Community Centre and Red Blaes Pitch, 130 Denmark Street, Glasgow, G22 5LQ**.

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 reasons for this decision are as follows:

1. The Community Transfer Body (CTB) has a strong and multi skilled partnership to draw from and appears to have the skillset in place, or available to it, to deliver the project. The CTB itself evolved from pre-existing partnership working.
2. The CTB secured a grant to produce a feasibility study and options appraisal resulting in a preferred option of demolition and re-build of a new facility.
3. Whilst the plans are ambitious, they seem credible. There may however be a requirement for increased contingency planning and phasing the project to reflect available finances although the recent achievement of £1.5m Regeneration Capital Grant Funding underlines confidence in the proposal/CTB.
4. The proposal is likely to promote regeneration, public health, social well-being and environmental well-being, providing employment and training opportunities and providing sporting and recreation facilities for the local community. In doing so it is likely to reduce inequalities of outcome which result from socio-economic disadvantage experienced in the local area.
5. The Council has no current or planned use for this site, and is not aware of alternative proposals for the site.
6. In the absence of any alternative plans, the planned community benefits coupled with a modest capital receipt of £110,000 fit with the intention of the Community Empowerment (Scotland) Act 2015 that Relevant Authorities should agree to Requests unless there are 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 by **28 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:

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 **Tuesday 25 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).

Terms and Conditions

1. The sale price shall be £110,000, exclusive of Value Added Tax, if applicable.
2. The subjects comprise all and whole Possilpoint Community Centre and Red Blaes Pitch, 130 Denmark Street, Glasgow, G22 5LQ. For the purpose of this transaction the subjects shall be split into two sites:
Site A – Red Blaes Pitch – Development Site
Site B – Existing Possilpoint Community Centre
3. The subjects shall be used solely for community use by the Purchaser, as outlined in their governing documents and in accordance with the proposal contained in the Community Asset Transfer request. Any change in use will require prior written consent from the Seller (the Council) which shall not be unreasonably withheld where the proposed use is consistent with the aims of the purchaser's governing documents.
4. The Purchaser agrees to a clawback agreement if Site B is sold and the Purchaser has the benefit of a commercial or residential planning permission (not including any proposed community uses) resulting in an uplift in land value for Site B only. This will be 100% of any uplift in excess of £55,000 (half the sale price).
5. There will be a right of pre-emption in favour of the Council which will allow the Council to purchase the subjects at market value, in the event that the Purchaser (or any other party having a power of sale over the subjects) intends to sell or transfer the subjects either in whole or part.
6. It shall be an essential condition of the transfer that the Purchaser completes the proposed community facilities on Site A and brings them into beneficial use by the community, within 5 years from the date of transfer.
7. The transfer will be conditional on:
 - a. satisfactory confirmation that offers of grant/funding for delivery of the project will be in place at the date of transfer; and
 - b. the requisite consents, statutory or otherwise, required to carry out the project, being in place at the date of transfer; and
 - c. the Purchaser granting an interposed lease or licence (peppercorn rent) in favour of the Seller for Site B on terms and conditions to be agreed. The lease or licence shall terminate at the later of (1) on six months' notice from the Seller; or (2) when the new facilities have been completed on Site A and the activities etc. carried out on Site B have either transferred to Site A or have ceased to be delivered on Site B.
8. The Purchaser will grant a first ranking security over the subjects in favour of the Seller. In the event that the Purchaser borrows or receives grant funding for the construction of the community facilities on the subjects, the Seller will enter into a ranking agreement to allow prior ranking of the amount of grant or lending used to fund the construction.