



Asset Transfer under the Community Empowerment (Scotland) Act 2015

DECISION NOTICE – AGREED

The Children's Wood (Charity Number SC045378)

To: [REDACTED]
Address: [REDACTED]
Date: 03/03/2020

This Decision Notice relates to the asset transfer request made by **The Children's Wood** validated on 28 March 2019 in relation to **The Children's Wood and North Kelvin Meadow, site between Clouston St/Sanda St/Kelbourne St, G20**.

Glasgow City Council has decided to **agree to** the request on the basis of a 25 year lease.

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) currently use and manage the subjects as a community garden and open space for the benefit of the local community.
2. The CTB has a good track record of service delivery from the asset being requested.
3. The proposal is likely to promote health, social well-being and environmental well-being.
4. 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.
5. The proposed lease term is for 25 years with a condition allowing the council to resume, with no less than 12 months' notice, part of the subjects if Planning Consent is obtained for the use of that part of the subjects for education purposes.

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 within 6 months of the date of this decision notice. 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 within 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).

Heads of Terms

The subjects: Open Space - Site at Kelbourne Street/Sanda Street/Clouston Street Glasgow

Relevant Authority: Glasgow City Council (the council)

Community Transfer Body: The Children's Wood (TCW)

Lease Term – 25 years

Rent – £100 pa (in line with the council's current concessionary rental policy)

Rent reviews – every five years to the prevailing rate applicable to the concessionary rental policy in force as at the date of entry.

The lease shall contain a condition allowing the council to resume part of the subjects if Planning Consent is obtained for the use of that part of the subjects for education purposes. The council will serve no less than 12 months' notice requesting that variation to the extent of the subjects, and TCW will grant a partial renunciation of the lease and remove any equipment or other structures from that part of the site at the expiry of the notice period.

TCW shall:

1. Use and manage the subjects as community garden and open space for the benefit of the local community, the surrounding area and the general public; free of any charges or levies and for no other purpose whatsoever.
2. Not build or erect any structures or buildings, or carry out any structural alterations to the existing building on the subjects without the prior consent of the council.
3. Not be entitled to assign the lease without the prior consent of the council, which in the case of another community body with similar aims to TCW will not be unreasonably withheld; TCW will not be entitled to assign the lease in part, nor to sub-let the subjects in whole or in part.
4. Be wholly responsible for the maintenance of the subjects in a neat and tidy condition (maintenance regime to be agreed, both parties acting reasonably).
5. Be responsible for ensuring that all persons (volunteers & staff) engaged in the maintenance etc. of the subjects have received the requisite training.
6. Be responsible for managing the health and safety of the subjects to include but not limited to: poisonous plants (how to manage); ensure the subjects are kept free of any hazards (trip and the like); managing the use of equipment on the subjects including electrical equipment; not to deposit anything on the subjects which could give rise to the harbourage of vermin and an appropriate regime in place to deal with dog fouling.
7. Be responsible for having the appropriate insurances in place; to include but not limited to Public Liability (minimum £5 million cover) and Employers liability (required even if it is only for volunteers).

Each party will bear their own costs; however TCW will bear all reasonable outlays and registration dues in respect of this transaction.

These terms are subject to such other reasonable terms and conditions as the council Director of Governance and Solicitor to the council may consider appropriate to protect the best interests of the council.

These Heads of Terms are not intended to form part of any legally binding contract and are expressly subject to completion of formal legal missives in accordance with Scots Law.