



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: [REDACTED]

This Decision Notice relates to the asset transfer request made by **Possilpark People's Trust** validated on 30 November 2020 in relation to **Possilpoint Community Centre, 130 Denmark Street, Glasgow, G22 5LQ and Red Blaes Pitch, Ashfield Street.**

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. A previous Community Asset Transfer (CAT) request from the CTB was approved by GCC in [January 2020](#) however modifications to the overall project and phasing resulted in submission of this current CAT request.
3. The plans are ambitious and are underpinned by an earlier feasibility study and a recent [Strategic Plan](#) (completed in 2020) including comprehensive options appraisal and a capital and revenue funding strategy/projections. There may be a requirement for increased contingency planning and phasing the project to reflect available finances and the timing at which they become available. The award of £1.5m Regeneration Capital Grant Funding (RCGF) 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 proposals, by the Council, or any other body, 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.
7. Conditions are imposed on the transfer to take account of the fact that (1) while the proposal is well developed, statutory consents, including planning permissions are still to be obtained, and significant funding is still required to bring the proposal to fruition; and (2) agreement to the request will result in the transfer of an existing community facility from council ownership. It is therefore important to ensure that use will continue and that the proposed benefits of the request are realised within a realistic timeframe.

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 **1 October 2021** (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 review

You have a right to apply to the Council to review this decision.

Any application for review must be made in writing to the **Committee Services Manager** (details below) within 20 working days from the date of this notice.


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

Email: norrie.lyttle@glasgow.gov.uk

Your application for review **must**:-

- specify the land to which the asset transfer request relates;

and contain the following:-

- The name and contact address of the community transfer body;
- A statement setting out your reasons for requiring the review, and all of the matters which you want to raise in the review;
- A Statement saying what procedure you consider the council should use to obtain further information, e.g. whether there should be a hearing or a site visit; and
- A list of documents and other evidence supporting your request for review (along with copies of any which have not already been submitted to the council).

Further guidance on making an application for review is available within the [Guidance for Community Transfer Bodies](#) (Section 17 and 18).

Terms and Conditions

HEADS OF TERMS FOR THE COMMUNITY ASSET TRANSFER OF POSSILPOINT COMMUNITY CENTRE AND ADJACENT RED BLAES PITCH AT 130 DENMARK STREET, GLASGOW, G22 5LQ.	
The Subjects	The Subjects comprise all and whole Possilpoint Community Centre and Red Blaes Pitch, 130 Denmark Street, Glasgow, G22 5LQ Site A – Red Blaes Pitch – Development Site Site B – Existing Possilpoint Community Centre
Seller	Glasgow City Council as Local Authority for the City of Glasgow in terms of the Local Government etc. (Scotland) Act 1994
Purchaser	Possilpoint Peoples Trust
Price	The sale price shall be £110,000, exclusive of Value Added Tax, if applicable.
Date of Entry	Tbc
Use	The Subjects shall be used solely for the construction, and thereafter use, of a community centre, and outdoor sports facilities, all as detailed in the proposal contained in the Community Asset Transfer request (the Permitted Use). 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.
Overage / Clawback	The Purchaser agrees to a clawback agreement, where any part of the site 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. The clawback will represent 100% of any uplift in value calculated on a

	<p>pro rata basis against the purchase price paid for the entire site.</p>
<p>Right of Pre-emption</p>	<p>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 then the seller reserves the right to buy back the Subjects.</p> <p>The pre-emption will not operate in the event of a sale to another charitable body which has objectives which are substantially the same as those of the Purchaser, and which would result in the Subjects continuing to be used for the Permitted Use.</p>
<p>Purchaser's works (including timing)</p>	<p>It shall be an essential condition of the transfer that the Purchaser completes the construction of the Subjects for the Permitted Use and brings them into beneficial use by the community, within 5 years from the date of transfer. Failure to do so will entitle the Seller to purchase the Subjects from the Purchaser.</p>
<p>Suspensive Conditions</p>	<ol style="list-style-type: none"> 1. The Seller secures Formal Approval 2. The Purchaser <ol style="list-style-type: none"> a. receives satisfactory confirmation that offers of grant/funding for delivery of the project will be in place at the date of transfer; and b. ensures that the requisite consents, statutory or otherwise, required to carry out the project, are in place at the date of transfer; and c. at the date of transfer, grants 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

	<p>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.</p>
<p>First Ranking Security</p>	<p>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.</p>
<p>No contract</p>	<p>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.</p>