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

**Friends of Broomhill Avenue Greenspace**

To: [REDACTED]

Address: [REDACTED]

Date: 25 October 2019

This Decision Notice relates to the asset transfer request made by **Friends of Broomhill Avenue Greenspace** validated on **30 January 2019** in relation to **Broomhill Avenue Greenspace, Glasgow, G11 7AE**.

**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) on a voluntary basis currently carries out low level maintenance and grass cutting at the site. The CTB has invested modest resources in enabling the site to be used by the wider community.
2. The proposal is likely to promote health, social well-being and environmental well-being.
3. The planned community benefits and a leasing arrangement with appropriate break clause, fits 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 22 April 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:

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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 Friday 22 November 2019, which is 20 working days from the date of this notice, to:

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

Email: ██████████

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

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### Terms and Conditions

Open Space – Broomhill Avenue (The subjects)

Friends of Broomhill Avenue Greenspace (FoBAG)

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.

Break option – the Council will have the right to terminate the lease at any time after the 5<sup>th</sup> anniversary of the date of entry and every 5 years thereafter, by serving notice of at least 6 months on FoBAG.

Use – community garden and open space. No buildings or other equipment to be installed at the site without the Council's consent

FoBAG shall:-

1. Use and manage the subjects as a community 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. Be wholly responsible for the maintenance of the subjects in a neat and tidy condition (maintenance regime to be agreed, both parties acting reasonably).
3. Be responsible for ensuring that all persons (volunteers & staff) engaged in the maintenance etc. of the subjects have received the requisite training.
4. 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.
5. Be responsible for having the appropriate insurances in place; to include but not limited to Public Liability (min £5 million cover) and Employers liability (required even if it is only for volunteers).

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

Subject to such other reasonable terms and conditions as the 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.

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