



**Asset Transfer under the Community Empowerment (Scotland) Act 2015  
DECISION NOTICE - following a Review by Glasgow City Council's Asset  
Transfer Review Committee of 26 October 2020.**

**The Children's Wood SCIO (Charity Number SC045378)**

To: [REDACTED]

Address: [REDACTED]

Date: 28 October 2020

This Decision Notice is issued following a request for a review on 30 March 2020 of the original Decision Notice dated 3 March 2020 relating to the asset transfer request by the Children's Wood, validated by the Council on 28 March 2019, in relation to the Children's Wood and North Kelvin Meadow, site between Clouston Street/Sanda Street/Kelbourne Street, Glasgow, G20

The review was considered at a meeting of Glasgow City Council's Asset Transfer Review Committee of 26 October 2020.

This Decision Notice supersedes the original Decision Notice of 3 March 2020.

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The Committee has decided to modify the decision to remove the disputed condition from the original Decision Notice, but all other conditions will remain in place. The condition to be removed is:

- The council may 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.

Glasgow City Council has therefore decided to agree to the request on the basis of a 25 year lease. The attached document specifies the terms and conditions subject to which Glasgow City Council would be prepared to transfer ownership of the asset to you. If you wish to proceed, you must submit an offer to the Council by 28 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.

**OFFICIAL - SENSITIVE: Commercial**

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:

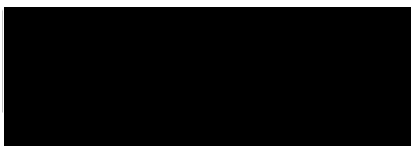
1. The name of the subjects on which the offer is made
2. The name of the Community Transfer Body
3. The date of the Decision Notice
4. Confirmation that the specific terms and conditions under which the Decision Notice was issued are acceptable.

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 an appeal**

If you are unhappy with the Decision, you may appeal to Scottish Ministers. Any request for a review must be made in writing by 24 November 2020, which is 20 working days from the date of this notice.

Guidance on requesting an appeal by Scottish Ministers is available within the [Guidance for Community Transfer Bodies](#) (Section 20).



Director of Governance and Solicitor to the Council

**Appendix 1  
Terms and Conditions**

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 - £250 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.

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).

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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 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.