COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015

FALKIRK COUNCIL ASSET TRANSFER REQUEST FORM

IMPORTANT NOTES:

This is an application form which can be used to make an Asset Transfer request to Falkirk Council.

Any Community Body interested in making an Asset Transfer Request is advised to contact the Asset Team on strategicpropertyreview@falkirk.gov.uk before making the request so that we can discuss your proposal.

Please complete the asset transfer request form if the property/land is owned/leased/managed by Falkirk Council.

It is essential that you read the Asset Transfer guidance provided by the Scottish Government before making a request.

When completed, this form should be emailed to strategicpropertyreview@falkirk.gov.uk or sent to

The Asset Team

Falkirk Council

4 Stadium Way

Falkirk

FK2 9EE

Section 1: Information about the Community Transfer Body (CTB) making the request

1.1 Name of the CTB making the asset transfer request

Falkirk Thornhill Community Hall SCIO (Charity No. SC047801)

1.2 CTB address. This should be the registered address, if you have one.

Postal address: Thornhill Community Hall, Thornhill Road, Falkirk Postcode: FK2 7AE

1.3 Contact details. Please provide the name and contact address to which correspondence in relation to this asset transfer request should be sent.

Contact name: REDACTED Postal address: Postcode: Email: Telephone:

☑ We agree that correspondence in relation to this asset transfer request may be sent by email to the email address given above. *(Please tick to indicate agreement)*

You can ask Falkirk Council to stop sending correspondence by email, or change the email address, by telling them at any time, as long as 5 working days' notice is given.

1.4 Please mark an "X" in the relevant box to confirm the type of CTB and its official number, if it has one.

	Company and its company number is …….	
x	Scottish Charitable Incorporated Organisation (SCIO) and its charity number is ……..	Charity No. SC047801
	Community Benefit Society (BenCom) and its registered number is ……	
	Unincorporated organisation (no number)	

Please attach a copy of the CTB's constitution, articles of association or registered rules.

Please note that under The Community Empowerment (Scotland) Act 2015, where a CTB is seeking ownership rather than a lease, the organisation must have at least 20 members. See the Scottish Government's Guidance for Community Transfer Bodies.

1.5 Has the organisation been individually designated as a community transfer body by the Scottish Ministers?

No ☑

Yes ☐

Please give the title and date of the designation order:

1.6 Does the organisation fall within a class of bodies which has been designated as community transfer bodies by the Scottish Ministers?

No ☐

Yes ☑

If yes what class of bodies does it fall within?

We are a two tier SCIO with a minimum 20 members. We currently have 44 members

Section 2. Information about the land and rights requested

2.1 Please identify the property/land to which this asset transfer request relates.

You should provide a street address or grid reference and any name by which the land or building is known. If you have identified the land on the relevant authority's register of land, please enter the details listed there.

It may be helpful to provide one or more maps or drawings to show the boundaries of the land requested. If you are requesting part of a piece of land, you must attach a map and give a full description of the boundaries of the area to which your request relates. If you are requesting part of a building, please make clear what area you require. A drawing may be helpful.

Details of Property: Thornhill Community Hall (aka Thornhill Community Centre) and all land included within the boundaries of the property. Address: Thornhill Road Falkirk Postcode: FK2 7AE

2.2 Please provide the UPRN (Unique Property Reference Number), if known.

UPRN:136029150

Section 3. Type of request, payment and conditions

3.1 Please tick what type of request is being made:

☑ for ownership (under section 79(2)(a)) - go to section 3A

3A – Request for Ownership

What price are you prepared to pay for the land requested?

Proposed price: £1

Please attach a note setting out any other terms and conditions you wish to apply to the request.

Section 4. Community Proposal

4.1 Please set out the reasons for making the request and how the land or building will be used.

This should explain the objectives of your project, why there is a need for it, any development or changes you plan to make to the land or building, and any activities that will take place there.

4.1.1 Objectives of Project

Our mission is clear: *"Thrive at Thornhill is your inclusive local community centre in the heart of Falkirk. We provide a welcoming space to connect, create, grow and belong, offering classes, events and groups that reduce poverty, improve wellbeing and build lasting value for our community."*

Taking over ownership of this asset would allow us to continue to run it as a NFP community space with the overall objectives to:

- Reduce poverty by providing affordable and concessionary access to activities and services, ensuring cost is never a barrier.
- Improve mental health, health and wellbeing by creating inclusive spaces for physical activity, therapies, cultural engagement and social connection, aligning with priorities identified by the Falkirk Communities Mental Health and Wellbeing Fund, including addressing social isolation, loneliness and suicide prevention. Through therapy, counselling, chronic pain and clinical provision, we will provide early access to services that reduce waiting lists, support those on low incomes, and complement NHS provision.
- Champion inclusivity and diversity by ensuring universal accessibility, actively engaging underrepresented groups, and supporting anchor lets for long-standing community organisations.
- Build community wealth by implementing Community Wealth Building principles, keeping economic value local, prioritising local suppliers, supporting volunteer-to-employment pathways, and working with third sector organisations including CVS Falkirk.
- Support sustainability by investing in energy-efficient infrastructure, insulated cladding, efficient heating, LED lighting, and by reducing travel miles through central, accessible provision.
- Preserve, promote and support heritage by protecting the John de Graeme mural and the building's cultural and historical significance, delivering heritage-focused programmes linked to Victoria Park and Falkirk's wider history, and safeguarding the presence of established cultural groups.
- Safeguard continuity for all established community groups and anchor lets, ensuring no existing activities are displaced, and maintaining the Centre as a stable, trusted base for the 386+ weekly users who depend on it for health, wellbeing, social connection, addiction recovery, brain injury rehabilitation, mental health support, faith and culture.

4.1.2 Why is there a need for your Project?

Thornhill will be an inclusive hub, serving young people, older residents, protected groups and the wider Falkirk community through affordable activities, training, volunteering, health and wellbeing provision and cultural opportunities.

Community ownership will not only preserve this vital asset but unlock its full potential as a place where Falkirk connects, learns, grows and thrives. We commit to maintaining current user groups ensuring no existing community activities are displaced, while expanding provision, including anchor lets who are ready to commit and will generate annual income over the long term.

There are over 386 current regular users depending on this facility, with 12 established community groups, including Headway Falkirk (brain injury rehabilitation), Connect2 Forth Valley (addiction recovery, supporting 1,700 people annually), Caledonia Services (HSCP-aligned mental health and wellbeing, 130 participants monthly), Hartbeeps (parent and toddler, 50 children weekly), Daughters of the Reformation (a 46-year intergenerational ladies heritage and cultural group), two faith congregations serving ethnically diverse communities, fitness, creative arts, and personal development groups currently using the centre. These services cannot be replicated elsewhere and many serve people with several protected characteristics under the Equality Act 2010.

Our Equality and Poverty Impact Assessment evidences the scale of this need across all protected characteristics. The Centre currently serves an existing audience of approximately 69 children and young people weekly, 93 older adults aged 60 and over, 220 women and girls, 120 men and boys, 49 people from Black, Asian and Minority Ethnic backgrounds, and 89 people attending faith-based or spiritual activities. Among our user groups participants include those with brain injuries resulting in physical disabilities, learning disabilities, mental health conditions and sensory impairments. 80 also identified as having physical disabilities. Many other participants also present with co-occurring mental health conditions and complex needs. One group has confirmed there is no alternative venue in Forth Valley that meets their needs. This Centre is, for many of these users, irreplaceable.

The need is not hypothetical. Since the commencement of the FRI licence period in October 2025, two groups have already been displaced: Monday Club (older adults, approximately 40 members including care home residents and carers) left due to operational uncertainty, and Count Me In (neurodiversity community inclusion, 12 weekly participants) relocated to Carronshore. Both have options to return if long-term stability is secured through community ownership. This demonstrates that service contraction is already occurring and will continue without the security that a successful CAT provides.

The Centre will be fully accessible to the whole community, with all spaces bookable transparently through the Hallmaster online booking system, which provides real-time public availability, published pricing, and 24/7 online access for any member of the community. No space will be restricted or unavailable to the general public. Based on current and projected demand, we expect approximately 60% of usage to be health, wellbeing and therapy provision, 25% to be regular community group bookings, and 15% to be ad-hoc hires and community events, totalling 296 hours per month across 75% of available capacity in the main hall alone. As additional spaces come online through our phased development, overall capacity will increase significantly, enabling existing groups to expand and new services to be introduced without displacing what is already established. The development of sensory and wellbeing spaces, an industrial kitchen with confirmed use, and a multi-purpose pavilion will directly respond to identified need from anchor lets, community partners, and our EPIA findings, and further detail is set out in Section 4.1.3.

Our EPIA and stakeholder engagement have identified a pipeline of 16+ new services and groups contingent on tenure security, including therapeutic and counselling services, Forth Valley College hospitality training, Caledonia Services expansion into employability and volunteer pathways, community food provision (foodbank services, café, hospitality training, catering, and general use), men's health services, and NHS-linked health outreach. These represent significant unmet local need that can only be addressed through the stability of community ownership.

As the Centre grows and develops, we will actively welcome new cultural, faith and community groups into our programme, including the Rainbow Muslim Women's Group, already operating from the Centre under current arrangements. Our timetable is designed to accommodate diverse community needs and we remain committed to offering safe spaces and managed lets to any group that serves the local community, ensuring the Centre reflects the full cultural diversity of the Falkirk area. This commitment has been communicated directly to all parties and our invitation remains open.

Community ownership will enable us to embed Community Wealth Building principles at the heart of the Centre's operations. We will prioritise local procurement, support volunteer-to-employment pathways, and develop the Centre as a base for social enterprise activity. Small businesses and self-employed practitioners will be supported through affordable therapy room and training space hire, retaining economic value within the Falkirk area. These aims align with the incoming Community Wealth Building (Scotland) Bill (as passed by the Scottish Parliament) and position the Centre as a practical local example of community-led economic development.

The Centre will also serve as a hub for heritage and cultural activity, building on its unique connection to the John de Graeme mural, Victoria Park, and the 1912 memorial fountain commemorating the Battle of Falkirk and the death of Sir John de Graeme in 1298. We will support heritage-focused programmes and events, preserve the mural as a community and educational asset, and work with the Society of John de Graeme and other cultural partners to ensure the Centre's historical significance is celebrated and accessible to future generations.

Our community survey received 126 responses, with 98.4% supporting SCIO-led community ownership. Over 100 open comments were submitted suggesting future activities and supporting inclusive local governance. Respondents included existing users, Falkirk residents, families, local businesses, care home staff, group leaders, volunteers, and people interested in joining and/or returning to the Centre. The survey was promoted through our Facebook page, shared across over 20 local community groups and pages, circulated through existing user group mailing lists, and displayed within the Centre itself in both paper and electronic format. Focus groups attended by 25 participants representing group leaders, users, trustees, members, volunteers and local residents confirmed overwhelming strong support and contributed directly to our development planning. An interactive

ideas wall in the main hall has gathered over 30 individual contributions identifying community priorities.

With 64% of survey respondents willing to volunteer, over 50 years of continuous community use at this site, and a building that currently hosts the Council Leader's weekly constituency surgeries, we offer the Council a low-risk, high-impact proposition that ensures continuity for all existing users while expanding services to meet growing community needs.

4.1.3 Will any Development/changes/modifications to the asset be required?

Yes. Our vision is to secure the building through Community Asset Transfer and deliver a phased programme of refurbishment and development that modernises the facility, improves energy efficiency, and expands the range of services available to the whole community. The phased approach is evidenced by the September 2023 Condition Survey, supported by our architectural drawings, and designed to ensure the asset is sustainable and fit for purpose for decades to come. We have developed a substantial funding strategy identifying 50+ funding sources to support the phased delivery of all works. Full detail is set out in our Funding Matrix and information in our Business Plan.

Phase One: Safety, Compliance and Core Building Upgrades

- Full electrical rewiring and safety compliance works, identified in the Condition Survey as Category 1.1 (immediate), including replacement of life-expired induction loop and disabled alarm systems.
- Comprehensive LED lighting replacement throughout the building, replacing life-expired fluorescent and ad hoc LED fittings with a planned, energy-efficient lighting scheme.
- Targeted flat roof repair and renewal of the lower roof section, including stripping back, deck repair, re-insulation and application of a new single ply membrane. The higher section over the main hall will be retained as existing. This has been revised from the original pitched roof proposal following architectural design review and represents a more proportionate and cost-effective approach.
- General fit-out works to bring the building up to modern safety and accessibility standards.

Additional items identified in the Condition Survey, and other items including thermal cladding, window and door replacement carried out sensitively to preserve existing features including the John de Graeme mural, heating system upgrades, ventilation, pipework, and longer-term sustainability

measures such as solar panels, are recognised and captured within our funding strategy and later phases of development.

Phase Two: Main Hall and Kitchen Improvements

- Upgrade of the Main Hall as the primary large, flexible community space, retaining capacity for 100+ people.

- Installation of a fully fitted industrial training kitchen capable of serving the entire facility, supporting hospitality training with Caledonia Services, Forth Valley College, Headway, Connect 2 Forth Valley, and other training provision, foodbank and community food provision in partnership with faith and community groups, a volunteer-run community café delivered through our volunteer programmes and Caledonia Services, and an incoming social enterprise opportunity keeping local wellbeing economy within the Falkirk area.

- Improved toilet facilities, including accessible provision.

Phase Three: Pavilion One Conversion

- Full refurbishment of Pavilion One to create:

    - Therapy rooms suitable for counselling, hypnotherapy, chronic pain support and wellbeing sessions, priced at £10 per hour to ensure affordable access for practitioners, small businesses and third sector providers. All therapy rooms bookable through Hallmaster and available for general community booking when not in scheduled use.

    - A dedicated sensory and wellbeing space with acoustic treatment to create a safe and calming environment for neurodiverse users, people with sensory impairments, and individuals accessing mental health support.

- Full acoustic, lighting and thermal upgrades to support specialist use.

Phase Four: Pavilion Two Redevelopment

- Refurbishment of Pavilion Two as a multi-use space for corporate hire, training, education, yoga, meditation and wellbeing programmes.

- Installation of a new fire exit and openable window aspect overlooking Victoria Park, with an external pathway to meet compliance requirements and improve ventilation and light.

- Fit-out to allow flexible layouts for both community and income-generating use, including additional capacity for faith congregations and cultural groups to expand and book multiple spaces simultaneously.

As the Centre grows and develops, we will actively welcome new cultural, faith and community groups into our programme, including groups already operating from the Centre under current arrangements, ensuring the Centre reflects the full cultural diversity of the Falkirk area.

Supporting Infrastructure

- Digital infrastructure upgrades including Wi-Fi throughout the building, supporting employability, learning and digital inclusion.

- Accessibility improvements across the site, including entrances and circulation.
- Refurbishment of storage areas and the small office to support volunteer coordination and administration.
- Protection and promotion of the John de Graeme mural as a community and educational asset, ensuring its preservation through all phases of refurbishment works.

Architectural drawings have been prepared to illustrate the proposed development, alongside boundary plans

4.1.4 What activities will take place?

The Centre will offer a broad and growing range of activities, all bookable transparently through the Hallmaster online booking system and open to the whole community.

Funded places will be available across our programme, with concessionary and free access ensuring cost is never a barrier to participation. We have identified scope to partner with groups and organisations to develop wider funded programmes aligned to our EPIA research, supported by existing groups who have confirmed their commitment to collaborative delivery.

Long-term community group lets and anchor bookings Our established community groups will continue with guaranteed regular bookings, covering addiction recovery, brain injury rehabilitation, HSCP-aligned mental health and wellbeing, parent and toddler provision, heritage and cultural activities, faith congregations, fitness, creative arts and personal development. Confirmed incoming lets include yoga, therapies and training, and a spiritual church currently displaced from other venues with no alternative local provision. As the Centre grows, we will actively welcome new cultural, faith and community groups into our programme, including groups already operating from the Centre under current FRI licencing arrangements.

Health, wellbeing and fitness classes Existing fitness classes including gentle fitness for older adults and mobility-sensitive participation, strength training, and mainstream fitness will continue alongside new provision identified through our community consultation, including yoga, chair yoga, tai chi and badminton. Several of our existing groups provide women-only or women-majority safe spaces for physical activity and social connection, and we are committed to maintaining and expanding these. Post-CAT development of Pavilion One will expand provision to include chronic pain support, counselling, complementary therapies, and clinical hypnotherapy, providing early access to services that reduce NHS waiting lists and support those on low incomes.

Youth provision and intergenerational activities Existing early years provision serving 50 children weekly, faith-based children's and young people's programmes, and intergenerational activities connecting young people with older adults through shared community space. New provision identified through consultation includes kids' dance classes, ASN children's support sessions, themed children's parties, and youth club and youth group programming. These

activities provide valuable diversionary activity in a community with limited youth work provision outwith school hours.

Therapies, mental health and neurodiverse support services Counselling, hypnotherapy, chronic pain support, complementary health provision, and one-to-one wellbeing sessions through Pavilion One therapy rooms. Existing anchor lets deliver HSCP-aligned mental health services (130 monthly participants), addiction recovery support for people with co-occurring mental health and complex needs, brain injury rehabilitation for people with physical disabilities, learning disabilities and sensory impairments, and personal development and trauma support. A neurodiverse creative group may return post CAT.

A dedicated sensory and wellbeing room will support neurodiverse users, people with sensory impairments, and individuals accessing mental health support. Men's health and support groups have been identified as a priority through our community consultation, addressing the well-documented gap in men's health and wellbeing provision locally. Women-only support groups and safe spaces will be maintained and developed, including provision for carers, victims of domestic abuse, and older women at risk of isolation. All services will be accessible and welcoming to people from LGBTQ+ backgrounds, and our existing programme already includes groups that actively serve individuals from the LGBTQ+ community and refugees. Drop-in sessions for mental health and wellbeing support have also been identified as a community priority.

Employability, training and skills development programmes Hospitality training delivered through the industrial training kitchen in partnership with confirmed anchor lets and with Forth Valley College provision. Adult learning including digital literacy classes, language classes, ESOL provision, and back to work support sessions, delivered with wider local training providers and through funded opportunities. Volunteer-to-employment pathways through the community café and kitchen / catering programmes. The kitchen will serve as a base for catering training, employability outreach and social enterprise activity, retaining economic value within the Falkirk area and supporting Community Wealth Building principles. There will also be work experience opportunities across a range of disciplines for students as well.

Music, arts, creativity and cultural events Heritage-focused programmes and events linked to the John de Graeme mural, Victoria Park and Falkirk's wider history, delivered in partnership with cultural heritage organisations. Music groups including an incoming neurodiversity music group, and an operatic society are in discussion. Theatre groups, arts and crafts groups, performing arts, creative workshops, bingo nights, psychic nights, charity days, community days and family fun events, all identified through our community consultation and ideas wall. Interfaith and cultural bridging events. Multicultural celebrations including cultural food events through our community kitchen. Our longest-established group has maintained a heritage and cultural presence at the Centre for 46 years.

Faith and spiritual activities The Centre currently serves multiple faith congregations and spiritual groups, including an African-led Christian congregation with plans to expand into foodbank and broader community services post-CAT, Buddhism group, and a spiritual and philosophical wellbeing group. Confirmed incoming groups include a spiritual church currently displaced from other venues with no alternative local provision. Pavilion Two will provide capacity for faith congregations and cultural groups to expand and book multiple spaces simultaneously.

Social enterprise and community food provision Volunteer-run community café providing a social hub for users and local residents, delivered through our volunteer programmes and

existing anchor let services. Foodbank and community food provision in partnership with faith and community groups. Social enterprise catering opportunities through the industrial training kitchen, supporting local employment and training pathways and keeping local wellbeing economy within the Falkirk area. Drop-in sessions for money advice. These activities embed Community Wealth Building principles and align with the incoming Community Wealth Building (Scotland) Act.

Social functions, celebrations and ad hoc hires Weddings, birthday parties, family celebrations, community events, one-off community meetings, corporate hire, evening and weekend workshops, and seasonal themed events. The main hall retains capacity for 100+ people and will continue to serve as the community's primary venue for social gatherings and celebrations. The hall is in high demand for weekend hires.

Volunteer programmes and partnership projects Structured volunteer programmes linked to the community café, kitchen, events and administration. Partnership projects with CVS Falkirk, Forth Valley College, NHS and HSCP services, wider local training providers, and third sector organisations. 64% of survey respondents indicated willingness to volunteer. We will work towards external recognition through Investing in Volunteers, demonstrating good practice in volunteer and community management.

4.1.5. If the asset is to be used by the public, please provide details of lettings policy and opening times.

Operating hours are: Monday – Sunday, 9am to 10pm, providing 395 lettable hours per month. All spaces are bookable by the general community and will be available through the Hallmaster online booking system, which provides real-time public availability, transparent pricing, and 24/7 online access. No space will be restricted or unavailable to the general public.

Pricing Structure by Space Type

Space Type	Regular Community Let	Ad-hoc / One-off	Commercial / Corporate
Main Hall	£14 / hour	£18 / hour	£25 / hour
Multipurpose Space (Pavilion 2)	£14 / hour	£18 / hour	£22 / hour
Therapy / Wellbeing Rooms (Pavilion 1)	£10 / hour	£10 / hour	£10 / hour
Industrial Kitchen	Included in room hire	Included in room hire	Included in room hire

Therapy rooms are set at a flat £10 per hour for all users regardless of category, reflecting the smaller room size, the one-to-one nature of the service, and the need to support partnership working with third sector organisations who accept referrals from NHS, HSCP and community organisations. This

rate is 45 - 60% below commercial therapy room rental in Falkirk (typically £18–£25 per hour), enabling practitioners to offer affordable sessions accessible to those who need them most.

Main hall and multipurpose space rates are competitive with or slightly below comparable Falkirk community halls (£15 - £22 per hour) and significantly below commercial event space (£30 - £45 per hour). The industrial kitchen is designed as a cross-cutting community asset and there is no separate kitchen hire charge. Kitchen access is included within standard room hire rates at no additional cost, removing financial barriers to community cooking groups, cultural food celebration, training programmes and social enterprise activity.

Commercial hires at £22 - £25 per hour generate surplus above the community rate. This surplus funds subsidises anchor tenant access (30 - 40% below commercial equivalent rates), free taster sessions and open days, a hardship fund for users unable to afford standard rates, and building improvements reducing long-term maintenance liability. Falkirk SMEs are eligible for a 10% local business discount, supporting Community Wealth Building by retaining economic value locally.

Funded places will be available across our programme, with concessionary and free access to select activity reducing cost barriers to participation. We will actively pursue subsidised options through external and partner funding opportunities where applicable.

Let Agreement Structure

Agreement Type	Duration	Rate	Payment	Key Requirements
Anchor Tenant (12-month rolling)	12 months, auto-renew	£14/hr hall, £10/hr therapy	Monthly invoice, 30-day terms	Public liability insurance, PVG, safeguarding policy, GDPR compliance, annual community benefit review, Hallmaster
Regular Community Group (6–12 month)	6 or 12 months	£14/hr (22% saving vs ad-hoc)	Quarterly or monthly	Public liability insurance, protected weekly slot in Hallmaster, GDPR compliance
Practitioner Licence (Therapy Rooms)	Various	£10/hr flat rate	Monthly invoice	Professional accreditation (BACP, COSCA, HCPC), PVG, professional indemnity insurance, GDPR, annual review, Hallmaster
Education / Training (Term-based)	Term or 12-month	£14/hr standard	Start of term or monthly	Public liability, employer's liability, outcomes reporting, kitchen access included for hospitality programmes, Hallmaster
Corporate / Business	Per-booking or annual	£25/hr hall, £22/hr multipurpose	Advance payment	Public liability, 48-hour cancellation policy. Falkirk SMEs eligible for 10% local business discount (Community Wealth Building)

Ad-hoc Community Hire	Per-booking	£18/hr hall, £10/hr therapy	Card at booking	Online via Hallmaster (24/7), kitchen included for events, standard conduct terms

All anchor tenant agreements include an annual increase capped at 3% maximum, reviewed collaboratively with each group.

Governance and Transparency

To provide assurance to the Council and demonstrate true community benefit, Hallmaster will serve as our central booking and management system, providing transparent online booking with 24/7 public availability, multi-room management with real-time availability across all spaces, automated conflict detection preventing double bookings, integrated invoicing and payment tracking for financial transparency, comprehensive reporting functionality by category, space and user type, and website integration to display availability and current events publicly.

Through this, we will maintain a bookings register recording hours by category, space and user type – this will allow the monitoring of category splits quarterly to ensure the facility remains aligned with our stated usage proportions. We will publish a simple annual summary of usage and community benefit, and we will provide reports to the Council as required to evidence community benefit and CAT compliance.

Our standard let agreements for regular and ad hoc lets are appended

4.1.6 What provision will be provided for people with disabilities?

Thornhill Community Hall is committed to accessibility through step-free entry with ramps, automatic doors, accessible toilets with grab rails, wide corridors, and designated disabled parking. Non-slip flooring, good lighting, and hearing loops support those with visual or hearing impairments. Quiet and sensory-friendly spaces, alongside adjustable lighting, will benefit people with sensory sensitivities. Inclusive activities include adapted exercise classes, creative workshops, peer support groups, employability sessions, and sensory play for children. Together, these provisions create a welcoming environment where people of all abilities can participate fully.

Our Equality and Poverty Impact Assessment evidences that the Centre serves an exceptionally high concentration of disabled people and people with long-term health conditions. Approximately 180+ users with identified disabilities attend weekly, including people with mental health conditions (130+ through aligned service alone, plus participants across multiple other groups), physical disabilities (80+ through HSCP services plus all brain injury rehabilitation participants), learning disabilities, sensory impairments, neurodivergent conditions, and long-term health conditions. We recognise that many disabilities are hidden or undisclosed, and the true number is likely significantly higher.

Approximately 119+ users per month across evidenced groups face poverty or financial hardship, with 77% of participants in our aligned mental health services experiencing poverty. Cost will be actively addressed through concessionary and free access, funded places, a hardship fund for users unable to afford standard rates, and partnerships with organisations to support or provide subsidised or free services.
Our brain injury rehabilitation group has confirmed there is no alternative venue in Forth Valley that meets their needs. Our addiction recovery service has stated that in some cases they are the only support their participants have. These are irreplaceable services for some of the most vulnerable people in the Falkirk area, and the Centre's accessibility is fundamental to their continued delivery.

Our induction loop and disabled alarm systems will be included as part of Phase One electrical works, directly supporting users with hearing impairments and mobility needs. The development of Pavilion One will create a dedicated sensory and wellbeing room with acoustic treatment, providing a safe and calming environment for neurodiverse users, people with sensory impairments, and individuals accessing mental health support.

Therapy rooms in Pavilion One will provide affordable access to counselling, hypnotherapy, chronic pain support and complementary health provision at rates 45 - 60% below commercial equivalents in Falkirk, ensuring professional wellbeing services are accessible to those who need them most. Further accessibility improvements across the site, including entrances, circulation, signage and wayfinding, are included within our phased development plan.

4.1.7 Any other relevant information?

Full details of our community proposal, financial projections, funding strategy, phased development plan and operational model are set out in our Business Plan, and clarification supporting documents submitted alongside this application.

Beyond disability access addressed in 4.1.6, we are committed to addressing wider equalities across all protected characteristics. We provide women-only and women-majority safe spaces for physical activity and social connection. Men's health and support groups are being developed to address the well-documented gap in men's health and wellbeing provision locally. As an inclusive community provision, all services are accessible and welcoming to everyone including LGBTQ+, cultural and ethnic communities, and refugees. Our SCIO maintains equality, diversity, safeguarding and data protection policies, reviewed annually. We will publish an Accessibility and Inclusion Statement and monitor usage and impact annually against Falkirk Plan priorities, with data broken down by protected characteristic where available.

As part of our commitment to inclusive community provision, we also offered the Rainbow Muslim Women's Group a managed anchor let within our timetable, to complement their established presence across multiple locations in the Falkirk area. This offer was first made following initial introductions in September 2025 and remains an open invitation as part of our long-term plan for the Centre.

Benefits of the proposal

4.2 Please set out the benefits that you consider will arise if the request is agreed to.

Local Authorities are permitted to dispose of property at less than market value where there are wider public benefits to be gained. This is set out in the Disposal of Land by Local Authorities (Scotland) Regulations 2010. These public benefits are listed below.

In this section, please explain how the project will benefit your community, and others. Please refer to the Scottish Government guidance on how the Council will consider the benefits of a request. Please explain how the project will benefit your community by detailing how your project will promote or improve:-

4.2.1. Economic development/income generation

Volunteer opportunities will build employability skills and create pathways into jobs. Planned café and events operations will generate part-time paid roles, while permanent anchors and sub-lets (therapy rooms, training providers, social enterprises) will provide secure income streams and support new businesses. Local procurement will ensure spending is retained in Falkirk.

The centre is projected to generate approximately £53,954 annually from 296 monthly letting hours (75% of available capacity) in Year 1, with the main hall as the sole lettable space. This comprises regular lets, ad hoc hire, and commercial hire. This is based on current known demand, confirmed anchor let commitments, and projected future growth. As pavilion spaces come online from Year 2 through phased renovation, total income grows annually as set out in the 5-Year Cash Flow Forecast.

Community ownership will support local economic development through affordable workspace for self-employed practitioners and small businesses. Therapy rooms at £10 per hour (45 - 60% below commercial rates in Falkirk) will enable practitioners to establish and grow affordable practices serving the local community. Falkirk SMEs will be eligible for a 10% local business discount on corporate hire, supporting local enterprise and retaining economic value within the area.

The industrial training kitchen will serve as a base for hospitality training with Caledonia Services and Forth Valley College Hospitality programmes, catering social enterprise, and volunteer-to-employment pathways through the community café. It will also support the community foodbank and we already have volunteers from our existing lets including our Miracle Church to help deliver it. These programmes will develop skills and qualifications in hospitality, food hygiene, and catering, creating routes into employment for people furthest from the labour market, including those recovering from addiction, mental health conditions, and long-term unemployment.

Our volunteer programme represents a substantial economic contribution. Over 5,424 volunteer hours are projected annually: Board of Trustees contributing approximately 1,324 hours (valued at £40/hr = £52,960) and operational volunteers contributing approximately 4,100 hours (valued at the Real Living Wage of £12.60/hr = £51,660), giving a combined social value of approximately £105,000 per year. Factoring in an inflationary uplift of 3.5% per year, the 5-year volunteer contribution is valued at over £560,000. Volunteers will contribute to governance, operations, the café, events, administration and community outreach, with structured pathways into paid employment where opportunities arise.

Our Business Plan sets out a 5-year health, social, economic, environmental and regeneration benefit of approximately £724,000 (Business Plan Section 5.2). Combined with the volunteer contribution of over £560,000 (Business Plan Section 5.1), the total community benefit is £1,283,932 over five years, both calculated using the Real Living Wage proxy with 3.5% annual inflation. Using the Scottish Futures Trust TOMS Framework, which attributes higher proxy values to employability, skills development, mental health and environmental improvements, the true social value of the project is likely to exceed £2 million over five years.

Community Asset Transfer will also deliver direct savings to Falkirk Council of over £91,000 over five years, comprising utilities (£61,100), maintenance (£23,884), insurance (£4,403) and staffing (£2,006).

All surplus generated by the Centre will be reinvested locally through the SCIO, supporting building improvements, subsidised community access, and expanded services. Procurement of maintenance, supplies and services will prioritise local contractors and suppliers. This model

directly embeds Community Wealth Building principles - keeping economic value within Falkirk, creating local employment and training pathways, supporting local small businesses and self-employed practitioners, and ensuring community ownership of a public asset generates wealth for the community rather than extracting it. These commitments align with the incoming the Community Wealth Building (Scotland) Bill (as passed by the Scottish Parliament) and position the Centre as a practical, working example of community-led local economic development.

4.2.2. Regeneration

Community ownership keeps the building open and prevents the loss of a valued community asset that has served the Falkirk area for over 50 years. Without community ownership, the co-located ecosystem of the 12 current groups and 386+ weekly users fragments, services cease or relocate, and the intergenerational and cross-community connections built over a decade are lost. The building itself, a 1971 prefabricated structure with life-expired electrical systems, ageing roof and corrugated iron cladding, risks further deterioration without the sustained investment that community ownership enables.

Our phased redevelopment will bring two currently closed pavilions back into productive community use as therapy and wellbeing spaces and a flexible multi-purpose room, alongside the installation of an industrial training kitchen, targeted flat roof repair and renewal, full electrical rewiring, LED lighting, and modern energy-efficient infrastructure. Subsequent phases will deliver replacement of windows and doors carried out sensitively to preserve existing features including the John de Graeme mural, heating upgrades, and longer-term sustainability measures including solar panels where viable. These improvements will reduce the building's energy use, lower operating costs, and ensure the Centre is environmentally sustainable for the long term.

The Centre occupies a strategic location at the top of Victoria Park, directly behind the Central Retail Park which attracts millions of visitors each year. The proximity of Falkirk Grahamston Station and established bus routes ensures easy access by public transport, while 16 designated parking spaces serve the building. This central, accessible position reduces travel miles for the communities we serve, lowering fuel costs and emissions by providing health, wellbeing, training and social services locally rather than requiring users to travel outside the area. The retail park footfall also presents opportunities for visibility, community engagement and attracting new users to the Centre.

The regeneration of Thornhill Community Centre will transform a standard public asset into a modern, energy-efficient, multi-functional community hub, preserving its heritage significance while ensuring it is fit for purpose for decades to come and secures the building for continued community use.

4.2.3 Public Health

Thornhill Community Centre supports health at every level and community ownership will extend and increase this provision significantly. The Centre currently delivers a co-located health and wellbeing ecosystem that would be extremely difficult to replicate if fragmented across multiple venues.

Physical health is supported through weekly fitness classes including gentle fitness for older adults and mobility-sensitive participation, strength training, and mainstream fitness, reducing falls risk and improving mobility for 80+ people weekly. New provision including yoga, chair yoga, tai chi, dance classes, and badminton will expand physical activity options, with funded places available to ensure cost is never a barrier to participation.

Mental health and wellbeing is the single largest area of service delivery from the Centre. Our HSCP-aligned mental health service supports 130 participants monthly, all with mental health conditions, with 80 also experiencing physical disabilities. Our addiction recovery service supports 12-16 weekly participants with co-occurring mental health and complex needs, and provides the broader service supporting approximately 1,700 people annually across the Forth Valley area. Our brain injury rehabilitation group serves 30 - 40 monthly participants with acquired brain injuries resulting in physical disabilities, learning disabilities, mental health conditions, and sensory impairments, this is the only service of its kind in Forth Valley and there is no alternative venue that meets their needs. Personal development, trauma support and mindfulness services support a further 18 weekly participants.

Therapy and early intervention will expand significantly post-CAT through the development of Pavilion One into therapy rooms and a dedicated sensory and wellbeing room. Counselling, clinical hypnotherapy, chronic pain support, complementary therapies and one-to-one wellbeing sessions will be available at £10 per hour, 45 - 60% below commercial rates in Falkirk, enabling practitioners to offer affordable sessions that reduce pressure on NHS waiting lists and provide early intervention before conditions escalate into crisis. Men's health and support groups will address the well-documented gap in men's health provision locally. Women-only safe spaces will be maintained and developed for physical activity, wellbeing and peer support.

Neurodiverse and ASN support is provided through creative arts and music programmes for children and adults with additional support needs, with opportunities for neurodiversity and music group to return post-CAT. A dedicated sensory and wellbeing room with acoustic treatment will provide a safe and calming environment for neurodiverse users, people with sensory impairments, and individuals accessing mental health support. Drop-in sessions for mental health and wellbeing support, and support groups for carers, victims of domestic abuse, and older people at risk of isolation, have been identified as community priorities.

Nutrition and community food will be delivered through the industrial training kitchen, supporting hospitality training with Forth Valley College and existing anchor lets, a volunteer-run community café providing affordable meals and social connection, bringing in social enterprise services, and foodbank provision in partnership with faith and community groups. These programmes address food poverty and nutritional health while creating training and employment pathways.

Preventative health impact is substantial. Our social value analysis estimates that 50 users per year will be diverted from statutory crisis services, representing an estimated £100,000 annual saving in reduced demand on NHS and social care services at £2,000 per intervention. Our Business Plan estimates the total public health benefit at £214,499. The Centre functions as a comprehensive

preventative health hub, complementing statutory provision and reducing system pressure across physical health, mental health, addiction recovery, disability support, and social isolation.

Together, these services deliver early intervention, community-based support, and accessible health provision that aligns with the Falkirk Plan priority of improving mental health and wellbeing, and supports the NHS and HSCP objective of shifting the balance of care from acute services into the community.

4.2.4. Social Wellbeing

Mitigating acute social isolation (identified need, evidenced impact):
Our Equality and Poverty Impact Assessment (EPIA) identified social isolation as the single most prevalent additional support need across the Centre's ecosystem, affecting 139+ identified regular participants. This is not an abstract wellbeing theme - it is a measurable reality across core services (including statutory-aligned mental health support and community-based recovery groups). For many users, particularly older adults, people living with acquired brain injury, individuals in addiction recovery, and those experiencing mental health conditions, the Centre is their primary point of routine social contact and trusted connection. Losing that "weekly anchor" increases the risk of deterioration, relapse, disengagement from services, and escalation into crisis support.

Safeguarding intergenerational continuity (preventing fragmentation of community life):
Community ownership protects the Centre's role as a "cradle-to-grave" social hub where long-standing heritage groups operate alongside early years, health, inclusion, and recovery provision. For example, the Daughters of the Reformation have been based at Thornhill for 46 years, representing continuity, heritage, and multi-generational community belonging. This sits alongside services such as Hartbeeps (supporting 50 parents/carers and 50 babies/toddlers weekly) and specialist inclusion provision for elderly and neurodiverse participants. This co-location is a social wellbeing benefit in its own right: it builds shared identity and reduces the siloing of age groups, carers, and vulnerable cohorts into separate "service islands".

Protecting protected groups through stability (no displacement, restoring what has already been lost):
The Centre already supports a high volume of people with protected characteristics and additional barriers, including children and young people (69 weekly), older adults (93 weekly), women and girls (220 weekly), men and boys (120 weekly), BAME users (49+ weekly), and faith/belief communities (89+ weekly). This means the social wellbeing impact of disruption is disproportionately felt by protected characteristic groups and those experiencing poverty, disability, or trauma.
The need for ownership is demonstrated by what has already happened under interim arrangements: since October 2025, Monday Club (elderly adults, with approx. 40 weekly plus carers) and Count Me In (with approx. 12 weekly neurodiverse participants) have been displaced due to operational uncertainty. Both may return with stability secured through a successful CAT, meaning community ownership directly restores protective routines and prevents further service contraction.

Inclusive access via the "neutral hub" model (anti-gatekeeping, practical fairness):
To ensure social wellbeing is accessible to everyone, rather than controlled by informal gatekeeping, we operate a neutral hub model. This is delivered through:

- Hallmaster as the central booking and visibility system (24/7 online access, published availability, auditable reporting), ensuring no group has hidden control over access.
- A transparent tiered pricing structure that keeps community access affordable while enabling cross-subsidy from commercial hires: Main Hall £14/£18/£25, Multipurpose £14/£18/£22, Therapy rooms £10 flat rate, with the industrial kitchen included (no separate charge).
- A proportional usage model that structurally protects both established groups and open community access: 60% health/wellbeing, 25% protected lets, 15% ad-hoc/community events. This ensures we strengthen without displacing, existing groups are protected while new services are added through planned capacity growth.

Strengthening the ecosystem (meeting identified need and expanding provision safely): Our EPIA and stakeholder engagement identify a pipeline of **16+ additional services** that are contingent on tenure security, including counselling and therapy provision, expanded wellbeing activity (e.g., yoga), men's health sessions, adult learning/digital inclusion, community food/café provision, and additional inclusive programming. This matters for social wellbeing because the Centre is not only maintaining current social connection, it is scaling the amount of "everyday belonging" available locally, especially for those who cannot easily travel or access costlier provision elsewhere.

Quantifiable social value (evidence-led benefit, not anecdotal):
Our Council clarification response includes a Measurable Social Value (community benefit), derived from volunteer contribution, reduced statutory service demand, subsidised access savings, and the value delivered through third-sector service provision hosted at the Centre (including addiction recovery, brain injury support and HSCP-aligned mental health services). This supports the wider point: social wellbeing benefit here is *measurable*, and is created by protecting and expanding a functioning ecosystem rather than replacing it with a single-use model.

Summary:
In social wellbeing terms, the CAT delivers best value because it (1) tackles the area's most prevalent support need, (2) protects high-impact provision for protected characteristic groups, (3) reverses real displacement already occurring, and (4) strengthens the whole ecosystem through a neutral, transparent model that grows capacity without displacing what is already established

4.2.5. Environmental Wellbeing / Environmental Benefits

Decarbonisation through Evidence-Led Upgrades: Community ownership allows the SCIO to transition a Category 1.1 "at risk" building from a state of "managed decline" into a sustainable local asset. Our Phase 1 priorities address the life-expired systems identified in the September 2023 Condition Survey, including:

- Electrical Rewiring: Replacing inefficient systems with modern, safety-compliant infrastructure.
- LED Lighting: A site-wide replacement of fluorescent fittings with an energy-efficient scheme to reduce consumption and maintenance overheads.
- Fabric Protection (Roofing): Repairing the lower roof section with a high-performance membrane and re-insulation to improve thermal performance and stop ponding.

Proportional and Strategic Investment: These priorities form the cost-effective core of our Enablement Fund request. This demonstrates a disciplined, "fabric-first" approach that ensures long-term viability before moving to advanced carbon-reduction measures.

Blended Funding for Future Sustainability: Beyond Phase 1, our wider plan utilises a diversified funding strategy. We have identified routes including CARES, Energy Scotland, and FCC Communities Fund to help deliver replacement windows, and solar PV where viable, ensuring we aren't dependent on a single funding pot.

Reducing Travel Emissions through Localism: Our EPIA confirms that Thornhill's central, walkable location is critical for our 386+ weekly users. By maintaining a high-quality hub locally, we directly support the "20-Minute Neighbourhood" concept, reducing the carbon footprint associated with participants travelling out-of-area for essential health, mental health, and social services.

Sustainable Stewardship vs. Deferred Maintenance: Community ownership allows for proactive stewardship, including monthly inspections and phased maintenance, preventing the "carbon waste" associated with fabric deterioration. This ensures the building remains an energy-efficient resource for the next 25+ years

4.2.6. Does your project contribute to the reduction of inequalities?

Evidenced Benefit to Protected Characteristic Groups: The CAT reduces inequalities by protecting an ecosystem that serves a high concentration of people facing socio-economic disadvantage. According to our EPIA, the centre supports the following groups on a weekly basis:

- **Disability and Mental Health:** 180+ users with identified disabilities, including 130+ through aligned mental health support and 80+ with physical or sensory impairments.
- **Older Adults:** 93+ individuals aged 60 and over, with the capacity to reach 140+ if the Monday Club is restored post-transfer.
- **Families and Maternal Health:** 50 parents and 50 infants, specifically targeting those who cannot drive and rely on local walkable access.
- **Ethnicity and Faith:** 49+ users from Black, Asian and Minority Ethnic backgrounds and 89+ users from faith communities, integrated within a neutral hub model.
- **Survivors of Trauma:** 20+ identified survivors of domestic violence and abuse who utilize the centre as a safe and routine environment for recovery.

Addressing Socio-Economic Disadvantage: We will directly support the Fairer Scotland Duty by removing financial barriers to participation. Our EPIA reveals that a high proportion of our mental health participants live in poverty. We will mitigate this through:

- **Tiered Pricing:** Maintaining therapy room rates at a transparent £10 per hour to ensure therapeutic support remains affordable for residents and small providers.
- **Inclusive Governance:** Using the Hallmaster system to eliminate informal gatekeeping and ensure that access is auditable, fair, and open to all.
- **Funded provision:** supported programmes through funding and grant and collaboration.

Built Environment and Physical Inclusion: Our proposed capital works prioritise accessibility and safety. Phase 1 includes the replacement of disabled alarms, while our redevelopment of Pavilion 1 will create a dedicated sensory and wellbeing space specifically designed for neurodiverse users. Pavilion 2 provides multi purpose room that can provide safe space for women only groups, additional play and support for children, delivery of sensitive activities and other identified needs.

Community Wealth Building and Local Retention: The CAT keeps economic value within the Thornhill area. Our model embeds Community Wealth Building principles by prioritising local procurement, creating volunteer-to-employment pathways, and providing affordable space for local self-employed practitioners.

Strategic Alignment: By protecting these services, the SCIO prevents the displacement of vulnerable cohorts and delivers directly against the Falkirk Plan and the Strategic Plan priorities for inclusive, community-led health and social care.

4.2.7 Will local people be engaged in the use and management of the Asset?

Community-Led Governance and Membership: Falkirk Thornhill Community Hall is a two-tier SCIO currently with 44 local members who hold the power to influence strategic direction through AGMs. This structure ensures that decision-making remains in the hands of the local community rather than being controlled by informal gatekeeping.

Proven Mandate for Ownership: Our engagement is built on a demonstrated mandate, with 98.4 percent of 126 consultation respondents supporting the SCIO taking ownership of the centre.

Structured Stakeholder Involvement: We will maintain a quarterly Stakeholder Group involving CVS Falkirk, Forth Valley College, Society of John De Graeme, and William Wallace, and our regular user and anchor groups. This ensures anchor tenants, such as those providing addiction recovery, brain injury support, mental health services, and faith and culture groups all have a formal voice in the building's management.

Inclusive Outreach Strategies: Led by a strong diverse team, our programme includes biannual community forums and targeted focus groups for underrepresented cohorts. We aim to engage at least 200 residents annually, with a specific target of 20 percent participation from protected characteristic groups including our BAME and LGBTQ+ communities.
This target reflects the Centre's existing diversity: approximately 13% of our current weekly users are from BAME backgrounds and our programme already includes groups that actively serve those from the LGBTQ+ community and refugees. A 20% combined target for engagement participation is achievable through targeted outreach to these established networks and is consistent with our commitment under the Equality Act 2010 and the Fairer Scotland Duty to actively seek the views of underrepresented groups in decision-making.

Volunteer Integration: Our 4,100 annual volunteer hours provide a direct pathway for local people to engage in the daily operations of the centre, fostering deep-rooted community stewardship**.**

4.2.8 How will you monitor whether the Asset Transfer is benefiting the community?

Hallmaster Operational Tracking: We utilise the Hallmaster booking system to provide transparent, auditable reporting on usage. This allows the board to monitor occupancy by user category and space, ensuring we maintain our proportional usage model: 60 percent health and wellbeing, 25 percent protected lets, and 15 percent ad-hoc community use.

Measuring Social Value and Impact: We will produce an Annual Community Impact Report that maps our delivery against **Falkirk Plan** priorities and Community Wealth Building. One of our trustees has over 16 years' experience and monitoring, measuring and reporting on outcomes related to employability and skills, poverty reduction, social isolation, and health inequalities.

Equality and Affordability Monitoring: Our monitoring framework includes tracking concession uptake, hardship support usage, and user satisfaction among our 180+ disabled participants and 130+ mental health service users. This ensures our "Neutral Hub" model remains affordable and prevents the displacement of vulnerable groups.

Governance Assurance: All engagement findings and monitoring data will be reviewed at monthly board meetings. Our trustees, three of whom hold SSSC or Care Inspectorate registration, provide the professional rigour required to ensure that monitoring leads to actionable improvements in service delivery.

4.2.9 Any other relevant information?

Please refer to our full Business plan and Clarification documentation. As detailed, we have a comprehensive evidence base supported by a suite of documents that demonstrate the SCIO's readiness for ownership. The following appendices are in conjunction with this form:

- **Equality and Poverty Impact Assessment (EPIA):** Providing granular data on our 386+ weekly users and protected characteristic groups, our 126 survey results and future needs assessments.
- **5-Year Financial Forecast:** Demonstrating the long-term viability and growth of our operating model.

- **Board Competency Matrix:** Detailing the professional care, governance, and social and economic sustainability expertise of our five trustees.
- **Refined Enablement Fund Request:** Based on the September 2023 Condition Survey and current professional quotes.
- **Funding Matrix:** Outlining our "blended funding" strategy to ensure the asset's sustainability beyond the initial transfer.

Restrictions on use of the land

4.3 If there are any restrictions on the use or development of the land, please explain how your project will comply with these.

Restrictions might include, amongst others, environmental designations such as a Site of Special Scientific Interest (SSI), heritage designations such as listed building status, controls on contaminated land or planning restrictions.

The original car park has been sold to a housing developer. There is an agreement that 16 parking spaces will be allocated for hall use within the development layout.

Negative consequences

4.4 What negative consequences (if any) may occur if your request is agreed to? How you propose to minimise / reduce these?

You should consider any potential negative consequences for the local economy, environment, or any group of people, and explain how you could reduce these.

We have carefully considered the potential risks and negative consequences of taking over Thornhill Community Hall through Community Asset Transfer. Our approach is to identify challenges in advance and set out realistic solutions to manage them:

Building Repairs and Fit-Out Risk The hall requires significant refurbishment, including roof replacement, energy efficiency upgrades, and pavilion fit-outs, which presents a cost risk. The property is currently a Category 1.1 immediate risk building. **Mitigation:** We have secured reserves, developed a phased plan, and refined our Enablement Fund request based on current professional quotes. Work will be phased, beginning with the roof and electrical safety works, to ensure the building remains usable while improvements are made.

Utility Costs and Energy Volatility Energy prices remain volatile and may increase operating costs. **Mitigation:** Our redevelopment plan includes thermal cladding, new windows, solar panels, and energy-efficient heating and lighting systems. These measures will reduce energy demand and stabilise costs over the long term, moving the building towards a Net Zero operational footprint.

Sustainability of Usage There is a risk that we may not attract sufficient lets or users to sustain operations. **Mitigation:** We already have over 386 regular users and secured demand from 12 existing groups with a number of new groups looking to secure space or become anchor lets. Our phased development will create new wellbeing and training spaces to attract additional high-value lets. We will maintain affordable pricing and rates to keep access inclusive.

Reliance on Volunteers Delivery depends on a high volume of continued community volunteering, currently 4,100 hours annually. **Mitigation:** We will introduce structured volunteer recruitment, training, and recognition programmes. As income grows: we will explore creating part-time paid roles for facilities management and café support to reduce reliance on volunteers alone.

Traffic and Parking Pressure Increased use of the hall could place pressure on local parking. **Mitigation:** Sixteen dedicated parking spaces remain available as part of the adjacent housing development. We recognise this is a limited allocation, so we will manage hall usage carefully, particularly around peak times, to avoid overspill issues. We also promote localism: our clarification response confirms detail on local options.

Noise and Disturbance More hall use could create noise concerns for nearby residents. **Mitigation:** Normal hall activities will finish by 10pm daily. Only in exceptional circumstances would this be extended, and in such cases, residents will be notified in advance. Furthermore, refurbished windows and doors will provide significantly improved sound insulation.

Construction Disruption Redevelopment works may cause short-term disruption for hall users. **Mitigation:** Works will be phased and scheduled to minimise impact on regular lets. Users will be kept informed in advance of any changes.

Health and Safety and Safeguarding Risks There are inherent risks in running a public building. **Mitigation:** We will maintain full compliance with health and safety, fire safety, and safeguarding requirements. Our board includes three trustees with SSSC or Care Inspectorate registration, registered health and safety professionals, ensuring that professional risk assessments and reviews are conducted to regulatory standards.

Perceived Exclusion and Gatekeeping There is a risk that community ownership could be perceived as prioritising specific groups. **Mitigation:** We have implemented a Neutral Hub model to ensure we are inclusive for all with equitable access for all protected characteristic groups. This will be enforced through the Hallmaster booking system, which offers 24/7 transparent online access and auditable reporting, ensuring no group can exercise informal control over the asset.

Capacity to deliver

4.5 Please show how your organisation will be able to manage the project and achieve your objectives.

This could include the skills and experience of members of the organisation, any track record of previous projects, whether you intend to use professional advisers, etc.

4.5.1 Has your organisation or any of its members managed projects or owned / leased property/land prior to this?

Yes ☑

No ☐

Please provide details of:

4.5.2 Skills and experience of the members of the organisation

Board of Trustees

Thornhill Community Hall SCIO is governed by a skilled and diverse trustee board, each bringing professional expertise and local commitment.

The Board of Trustees

Thornhill Community Hall SCIO is governed by a skilled and diverse trustee board. The board was reconstituted to ensure the organisation has the professional governance, safeguarding depth, and operational competence required to own and operate a community facility serving over 380 weekly users.

Chairperson: REDACTED

has over 15 years of senior management experience in corporate responsibility, social value, and Community Wealth Building. She leads national teams delivering employment, education, skills, and third sector outcomes, and has raised over £1.2m for training pathways. Locally rooted, and with regular contact, has been building relationships with user groups and driving the redevelopment strategy. She oversees governance, financial sustainability, funding, skills, and partnerships, embedding inclusivity and wellbeing in the hall's future.

Secretary: REDACTED

is a senior cardiothoracic ICU nurse with 12 years of experience in transplant recovery, alongside earlier work in complex disability care. With expertise in safeguarding, autism awareness, and trauma-informed practice, she leads on clinical governance and health-related assurance. Her role strengthens links with NHS and health partners, supporting safe, inclusive service delivery for our vulnerable participants.

Treasurer: REDACTED

is an experienced childcare professional with over 20 years of experience supporting children and families. She is Care Inspectorate registered and brings strong compliance discipline, safeguarding practice, and risk assessment capability. As a funded partner provider with Falkirk Council, she supports robust financial administration and ensures the charity meets all statutory financial obligations.

Trustee: REDACTED

is an experienced social care and community wellbeing professional and is an SSSC registered manager working within regulated frameworks. He brings strong safeguarding leadership, adult support and

protection competence, and operational management experience. His background in partnership working with the HSCP and third sector organisations is critical for managing our 178 monthly hours of health and wellbeing services.

Trustee: REDACTED

is an experienced third sector professional with over seven years of experience in addiction recovery and outreach support. He is SSSC registered and brings specialised training in adult protection and child safeguarding. He provides expertise in early intervention, youth development, and volunteering leadership, which is essential for maintaining the centre as a safe and inclusive hub.

Professional Assurance and Competency

Uniquely, three of our five trustees hold SSSC or Care Inspectorate registration, and all five are PVG registered or in the process of registration. This ensures the SCIO operates with the same level of regulatory rigour as a statutory provider, covering safeguarding competence for both adults and children.

Additional Skills of the Wider Membership

The SCIO draws upon a membership of 44 individuals and a volunteer workforce contributing 4,100 hours annually. This team supports the charity with:

- IT needs, Social Media, and the management of our 24/7 Hallmaster booking system.
- General building maintenance, repairs, and redecoration.
- Day to day operations, including opening and closing, cleaning, and facilities monitoring, compliance and to meet regulations and statutory obligations.

4.5.3 Do you intend to use professional advisors? Please provide details.

We have our Accountant/Bookkeeper, and they will be engaged to complete our annual returns to OSCR.

4.5.4 Do you currently lease/manage a property from Falkirk Council? If yes, please provide details.

The SCIO has been responsible for the day to day running of the hall since 2017. Members are actively involved in the operational management, with full responsibility for bookings and day to day user liaison assumed by the committee from February 2025 and June 2025 respectively. This arrangement, including the current FRI Sub Licence has allowed the SCIO to further demonstrate effective governance and build trust with our protected lets, and the wider community network. We have demonstrated our capacity to manage a Council asset effectively at the centre.

4.5.5 Please detail how you plan to manage the building?

Thornhill Community Hall will be managed exclusively by volunteers during its first two years of ownership to ensure financial sustainability and community accountability. Our operational capacity is built on a volunteer workforce contributing 4,100 hours annually, alongside 1,324 hours of professional trustee oversight. We will utilise the Hallmaster system for 24/7 transparent booking and invoicing, ensuring the asset remains a neutral hub with no informal gatekeeping. This shared management approach involves trustees, SCIO members, and anchor partners: such as Connect2 and Caledonia Services, along with our other long-term lets, to ensure responsibility is embedded across the groups that value the facility most.

4.5.6 Please provide any other information you think may be relevant.

Heritage and Cultural Identity: The centre is a vital repository of local history. It houses the John de Graeme mural, a significant cultural landmark that the SCIO is committed to preserving and promoting as part of the area's heritage. By securing the asset, we also protect the 46 year history of groups like the Daughters of the Reformation, safeguarding the "lived history" of Thornhill for future generations.

Inclusive Neutral Hub Model: Unlike segregated service models, our centre operates as an integrated "Neutral Hub." We currently serve 49 plus weekly users from minority ethnic backgrounds and 89 plus weekly users from diverse faith and belief communities, men, women, young and old. This model brings different groups together under one roof, fostering community cohesion rather than isolation. We aim to introduce a diverse programme of activity to support all.

Serving High-Need Cohorts: Our EPIA confirms that we serve a high concentration of vulnerable residents, including 180 plus disabled users, 130 plus mental health service participants, and 20 plus survivors of domestic abuse. Community ownership is the only way to ensure these groups are not displaced and that the building is reconfigured: including gender neutral toilets and therapy rooms: to meet their specific needs.

Community Mandate: This proposal is supported by 98.4 percent of local residents surveyed, proving that the community views the SCIO as the rightful and most capable steward of this asset.

The SCIO is a two-tier membership organisation with a strong local base, enabling community accountability through elected trustees and member oversight. Our management approach is designed to protect continuity for existing groups, expand provision in line with identified community need, and ensure transparent, auditable access for the wider public. Where specialist advice is required, we will use professional support, including accountancy support for statutory returns and appropriate contractor expertise for regulated works, ensuring the Council’s asset is managed safely, responsibly and to a high standard.

Section 5. Level and nature of support

5.1 Please provide details of the level and nature of support for the request, from your community and, if relevant, from others.

This could include information on the proportion of your community who are involved with the request, how you have engaged with your community beyond the members of your organisation and what their response has been. You should also show how you have engaged with any other communities that may be affected by your proposals.

5.1.1. What community engagement has taken place to help develop your business plan? Please provide evidence, for example any completed surveys, questionnaires, letters of support, minutes of public meetings etc.

Recent engagement activities included an online and paper-based community survey that gathered 126 responses from residents, carers, businesses, organisations, and hall users. A new Facebook page 'Thrive at Thornhill', that quickly gained followers, and with our survey shared across more than 13 community groups and pages, and by MP Euan Stainbank and local members. Trustees also carried out direct engagement at the Central Retail Park and with eight local businesses spanning retail, hospitality, fitness, childcare, and creative sectors. All existing user groups were consulted, securing interest from anchor lets. We had over 100 written responses in addition to the completed responses, and letters of support.

5.1.2 Have you consulted with other local stakeholder groups or agencies? Please provide evidence.

Engagement with existing user groups, businesses, Forth Valley College and the Society of John de Graeme has produced strong indications of partnership and anchor let interest. We are speaking with Social Enterprises and SME's. Several groups new and existing, have already provided outline proposals showing how they would contribute resources, funding or joint initiatives if the CAT is secured and pavilion spaces redeveloped supporting anchor lets.

5.1.4 Have you been in contact with any other communities or community groups that may be affected? Please give details.

Yes. Thornhill Community Hall SCIO has actively engaged with local groups and communities who may be affected by our CAT proposal:

Existing Hall User Groups: We have held meetings with all regular lets and anchor groups. All expressed strong support for the SCIO taking ownership and confirmed their intention to continue their activities at the hall.

Local Residents and Neighbourhoods: We have consulted residents from nearby communities including Middlefield, Grahamston, Ladysmill, the Bog, and Falkirk town centre through our consultation survey (126 responses, 98.4% support) and meetings. Feedback showed overwhelming backing for the hall's continued community use and highlighted demand for new services.

Neighbouring Community Organisations: We have made contact with other community centres and groups across Falkirk to ensure that our proposals do not duplicate provision unnecessarily. Instead, our redevelopment plan (therapy rooms, sensory space, multi-use room, kitchen) is designed to complement existing local facilities by meeting identified gaps in provision, particularly around mental health support, neurodiverse services, and affordable community space.

Local Authority Partners: Through our discussions with Falkirk Council officers (SPR team) and CVS Falkirk, we have highlighted our plans to safeguard existing lets and create new opportunities. No negative impacts on other community centres have been identified.

5.1.5 Please provide any other information you think may be relevant.

Thornhill Community Hall SCIO believes the following additional points are important for Falkirk Council to consider in relation to this CAT request:

Community Support and Mandate: Our consultation survey received 126 responses, with 98.4% in favour of a Community Asset Transfer. This is clear evidence of overwhelming local support for the SCIO to take ownership of the hall.

Proven Governance and Capacity: The SCIO has been operating effectively with Trustees bringing senior professional experience in governance, funding, finance, healthcare, employability, and community development.

Track Record of Delivery: Our Chair and trustees collectively bring experience in managing community facilities, securing large-scale funding, and developing training centres and community programmes. This experience ensures we have the skills to operate Thornhill sustainably.

Unique Offer: Thornhill is uniquely positioned to host services not available elsewhere in Falkirk, including therapy rooms, a sensory/wellbeing space, and a social enterprise café. These facilities will complement rather than compete with existing centres, while directly addressing identified local needs.

Anchor Partnerships: Through anchor partnerships (with some organisations confirmed) the hall will provide stability for established services while creating new opportunities for collaboration.

Strategic Fit: Our plans directly align with the **Falkirk Plan 2021–2030**, the **Council Plan 2022–2027**, and the **Health and Social Care Partnership Strategic Plan 2023–2026**. This ensures that the CAT contributes to local authority objectives on inclusion, sustainability, health and wellbeing, and community wealth building.

Best Value for the Council: By transferring Thornhill Community Hall, the Council secures best value by avoiding long-term repair liabilities while enabling the community to invest in and allowing us to provide much needed long term social, health, and economic benefits.

Sustainability and Risk Mitigation: Our financial model is based on modest, achievable growth with mixed income streams (anchor lets, community use, social enterprise, and commercial hire), supported by volunteers in the first two years and phased staff recruitment thereafter. This approach ensures resilience while avoiding over-commitment.

Section 6. Financial Viability of Project

Your Business Plan should contain full information about the financial viability of the project, evidencing that the organisation will be able to sustain the project in the long term.

Please submit

- at least 1 year's audited accounts to evidence your organisations financial stability (if available)
- where audited accounts are not available (for instance for new groups) please provide a bank statement.
- a projected 5 year income and expenditure account - a cash flow forecast for the proposed asset transfer.

6.1 Please outline the Policies and Procedures your organisation has in place to govern the group's finances

Budgetary processes including setting, monitoring, and reporting on budgets to the management committee, with clear variance controls. We have moved to a SCIO community group bank account with signatory powers and oversight with the Treasurer and Secretary this will ensure payment processes, invoices and expenses are properly approved and tracked.

Financial oversight includes management accounts, auditing and year-end accounts are all up to date and in line with OSCR requirements.

Section 7. Funding

7.1 Please outline how you propose to fund the price or rent you are prepared to pay for the land, and your proposed use of the land.

If you intend to apply for grants or loans you should demonstrate that your proposals are eligible for the relevant scheme, according to the guidance available for applicants.

7.1.1 Please show your calculations of the costs associated with the transfer of the land or buildings and your future use of it, including any redevelopment, ongoing, maintenance and the costs of your activities. All proposed income and investment should be identified, including volunteering and donations.

The current valuation of the building is £85,000; the current rental value of the building is £10,500 per annum.

The September 2023 Condition Survey identified a range of works required to bring the building up to an acceptable standard. We have prioritised these into immediate safety-critical works and phased future improvements. Our Enablement Fund request of £110,040 covers two urgent capital items: full electrical rewiring and replacement including LED lighting (£63,200 exc VAT), addressing the Category

1.1 immediate safety risk identified in the Condition Survey; and flat roof works (£34,200 inc VAT). These works are essential and will ensure the building is safe, compliant and more energy efficient from Year 1. Additional works identified in the Condition Survey and for pavilion fit-outs, will be delivered through a phased funding strategy and where possible matched funding including: CARES, Energy Scotland, FCC Communities Fund, National Lottery Community Fund, and programme-specific funders. These are detailed in our Business Plan, Clarifications, and funding strategy at Section 7.1.5.

We propose that the community benefit that we can provide is £1,283,932 over the next 5 years, comprising £723,932 in health, social, economic, environmental and regeneration benefits (Business Plan Section 5.2) and £560,000 in volunteer contributions (Business Plan Section 5.1), both calculated using the Real Living Wage proxy (£12.60/hr) with 3.5% annual inflation. The underlying hours data was submitted to the Council in August 2025. We propose to pay the value of £1.

In year 1, we estimate monthly operating costs to be £1715.00 and have projected a 3.5% annual increase in years 2 - 5. We have also factored in increases to utilities, maintenance and supplies in years 2 - 5 to reflect an increase in usage once renovations are complete.

Income sources include hire charges for regular and ad hoc lets, contribution of running costs from anchor lets and grant funding.

7.1.2 Please supply details of what funding you have received so far, and of any conditions attached to it.

In the previous year, the SCIO applied to the Shared Prosperity Fund (SPF) Community Fund for £13,894 and was awarded £5,500. This funding was used to cover essential compliance works including building surveys, Legionella testing, and fire safety assessments. There were no ongoing conditions attached beyond the requirement to provide evidence of spend on the approved activities.

7.1.3 Please supply details of any funding you have applied for but have not yet received a response or decision. Please include timescales if known.

Falkirk Thornhill Community Hall SCIO has a comprehensive funding strategy to take forward supporting future works across capital and operational needs. This will mobilise on successful completion of the CAT Transfer. We will also look at partnership funding to support delivery.

We are actively preparing applications as part of our wider funding strategy and will be applying to multiple external funders once the Community Asset Transfer process is confirmed. These applications initially focus on capital works (starting with the Enablement Fund, National Lottery Community Fund, energy efficiency schemes) and, programme funding (health and wellbeing, digital inclusion, employability, and family support).

Timescales will be determined and subject to funder deadlines during 2026 onwards. Further details are described in our business plan and clarification documentation.

7.1.4 Details of any other funding you will have access to? i.e. voluntary contributions, borrowing etc.

The SCIO will have access to the following funding sources in addition to formal grants:

Voluntary Contributions and Donations: Local user groups have already expressed willingness to contribute to fundraising activities and small donations. Ongoing fundraising events are planned to provide supplementary income for the SCIO and the hall, for example summer and Christmas fairs.

Hall Income: Our regular and long term lets provide a consistent baseline of earned income. Regular party bookings, and occasional events also generate revenue.

Anchor Partnerships: Partner charities that are long term lets also contribute volunteer time and resources, reducing running costs and enabling expansion of services. We have provided details on our future needs survey and identified opportunity for partnership funding.

Future Grant Funding: We have a detailed funding strategy in place (referenced in the business plan and clarification documents as well) that identifies multiple streams across capital works, health and wellbeing, NHS/IJB-linked programmes, education, employability, and digital inclusion.

7.1.5 Please outline your funding strategy if you have one, as well as any other relevant information.

Thornhill Community Hall's redevelopment will be funded through a combination of capital, wellbeing, education, environmental, and community-based sources. The primary investment will come from Falkirk Council's Enablement Fund, this will contribute to essential building works while supplementary investment and environmental grant to provide support with accessibility, energy efficiency, compliance, and internal reconfiguration, including the pavilion areas, kitchen, and toilets. Funders including CARES, Energy Scotland, National Lottery, and FCC Communities Fund, to name a few are included in our strategy with focus on renewable energy, insulation, and sustainable infrastructure.

Health, wellbeing, and social impact funding will target therapy, sensory, and wellbeing spaces via NHS/IJB priorities, mental health and inclusion trusts, and youth-focused funders, strengthened by anchor partners delivering established services. Education, skills, and employability initiatives in the Multi Purpose (Pavilion 2) and the industrial kitchen will be supported by SCVO, National Lottery, Community Empowerment Fund, and through Skills Development Scotland project funding, providing pathways from volunteering to training and employment.

Internal fit-out, furnishings, and accessibility improvements will be funded through trusts, participatory budgeting, and corporate sponsorship and support through community benefit funds. Community fundraising, business sponsorship, and volunteer contributions will supplement formal grants.

A phased delivery approach prioritises building fabric, internal works, and equipment, with contingency planning and multiple backup funders for each major cost. Evidence from surveys, anchor partnerships, and SCIO governance ensures strong justification for funders. This diversified strategy ensures financial resilience, sustainability, measurable social and environmental impact, and alignment with local (Falkirk Plan, Council Plan, HSCP) and national policies (Community Empowerment, Community Wealth Building).

Section 8. Enablement Fund

Falkirk Council will hand the building over wind and watertight and compliant. However, this is quite light-touch and would involve (for example) patching of a leaky roof. For more significant building works, groups can apply to the Enablement Fund, to pay for capital improvements such as energy efficiency improvements or larger capital renewals which support the viability of the project going forward. **Only capital items are eligible**. Running repairs are revenue costs and are not eligible. You are strongly advised to email strategicpropertyreview@falkirk.gov.uk to confirm eligibility criteria before you submit this application.

Requests to the Fund must be supported by estimates / quotations from professionals which should be provided as supporting documents.

Please provide details of your request to the Enablement Fund, if applicable.

Item	Estimate Provided By	
Complete electrical rewiring & switchgear replacement and LED Lighting Full rewiring, new switchgear, LED lighting throughout, extraction systems, sockets, distribution boards (Addresses Category 1.1 immediate safety needs)	Full Quote	£63200 ex VAT
Construct flat roof: Fatra Single Ply PVC Roofing System to the flat roof above the changing rooms only	Full Quote. Identified from Conditions Survey	£34,200 Inc VAT

Total £110,040 inclusive of VAT

Checklist of accompanying documents

To check that nothing is missed, please tick which additional documents are accompanying this form.

☐ Section 1 – You must attach your organisation's constitution, articles of association or registered rules

☐ Section 2 – Any maps, drawings or description of the land requested

☐ Section 3 – Note of any terms and conditions that are to apply to the request

☐ Section 4 – Any additional evidence regarding your proposals, their benefits, any restrictions on the land or potential negative consequences, and your organisation's capacity to deliver.

☐ Section 5 – Evidence of community support

☐ Section 6 – Financial – Copies of accounts, forecasts, etc

☐ Section 7 – Funding – Copy of Business Case etc

☐ Section 8 – Enablement Fund – copies of estimates

Two office-bearers (board members, charity trustees or committee members) of the community transfer body must sign the form. They must provide their full names and home addresses for the purposes of prevention and detection of fraud.

This form and supporting documents will be made available online for any interested person to read and comment on. Personal information will be redacted before the form is made available.

We, the undersigned on behalf of the community transfer body as noted at Section 1, make an asset transfer request as specified in this form.

We declare that the information provided in this form and any accompanying documents is accurate to the best of our knowledge.

Name REDACTED

Address

Date 1st October 2025 updated 28th February 2026

Position Chairperson

Signature

Name REDACTED

Address:

Position: Secretary

Date 28/2/26

Evidence 01.03: Council email of 4 September 2025 confirming FTCH to hold the licence

Text copy of email as held by FTCH. Personal contact details removed.

From: [redacted], [redacted] (Strategic Property Review), Falkirk Council. Sent: 4 September 2025. To: both groups.

Good morning everyone

Thanks for attending last night, and thanks to [redacted] and [redacted] for hosting.

We have discussed the situation with [redacted] and he has confirmed that he accepts the suggestion made by Rainbow Muslim Womens Group last night, namely that:

• The management committee should take the FRI and consequently cover all the costs – this will keep the building open

• The RMWG will continue in their efforts to take a CAT of the building

• Officers will assess the 2 applications and make a recommendation to Elected Members on which application provides the most compelling community benefit

• The committee report will make clear that the management committee taking the FRI should not prejudice the Elected Members' decision

If the group who are unsuccessful in their CAT application wish to appeal the decision, the other group would not be granted the full CAT, until such time as the appeal had been settled by Scottish Ministers. There is no clear timeline for this process but our understanding is that it would be lengthy. No Enablement Funding will be released until the CAT transaction is concluded.

Our preferred option remains, as it has always been, that the groups cooperate, much as the Stenhousemuir Football Club and First 4 Kids after-school club are working together at the Tryst Community Centre, with a solid legal agreement on times / spaces for the sub-tenant.

It may be worthwhile for RMWG to meet with the management committee (without officers present), to discuss options, but that is up to you.

Please let us know if there is anything else we can do at this time.

Kind regards

[redacted]

[redacted], [redacted] (Strategic Property Review), Falkirk Council, Place Services

Evidence 01.04: Council email of 16 September 2025 about alternative accommodation, and FTCH's reply

Text copy of email as held by FTCH. Personal contact details removed.

From: [redacted], Falkirk Council. Sent: Tuesday 16 September 2025, 5:24pm. To: FTCH admin. Subject: Re hall

Hi

I've been asked to support groups to find alternative accommodation from the 1st October. Would it be possible to meet with someone from the committee to find out what groups use the hall and would need information on alternatives please?

My availability is Wednesday or Thursday afternoon this week or any of those evenings if that's better for you.

Next week Tuesday afternoon or evening or anytime Wednesday or Thursday including evenings. I'll look forward to hearing from you.

Best wishes

[redacted]

FTCH reply to [redacted], copied to [redacted]

Hi [redacted]

Thank you for your email.

We are extremely concerned by the suggestion that groups would need to move out of Thornhill Community Hall from 1st October. This directly contradicts the formal confirmation we received from the Council following the meeting of 3rd Sept, please see attached. [redacted] confirmed that it was clearly agreed with [redacted] that:

• The Management Committee will take on the FRI, thereby keeping the hall open.

• Rainbow Muslim Women's Group will continue with their CAT application, alongside ours - we are meeting with the RG again this week to offer an alternative option that has not yet been considered.

• Officers will assess both CAT applications and make recommendations to elected members.

• The committee report will make clear that the FRI arrangement does not prejudice the CAT decision.

On the strength of this agreement, and confirmed in the attached, we have continued to prepare our CAT application and have engaged extensively with the community on the basis that the hall remains open and in use. To now suggest that groups are being moved out is confusing, damaging, and risks undermining both the agreed process and community trust.

We therefore request urgent clarification:

1. Does the Council still stand by the position confirmed in writing by [redacted] on 4th Sept?

2. Can you confirm that existing groups will not be asked to relocate while the FRI is in place and the CAT process is ongoing?

Until we have that clarity, it would not be appropriate for us to engage in discussions about "alternative accommodation," as this is not aligned with the agreement reached. [redacted], please can you advise.

Kind regards

[redacted], on behalf of Thornhill Community Hall Committee

Enquiries to: [redacted]
Telephone: [redacted]
Email: [redacted]
Our Ref: [redacted]

Falkirk Thornhill Community Hall SCIO
Thornhill Road
Falkirk
FK2 7AE

Date: 17 September 2025

Dear-

Licence of Thornhill Community Hall, Thornhill Road, Falkirk

I refer to your interest in taking on a licence over the above property and can confirm that Falkirk Council is prepared to lease you the above unit, subject to the following main terms and conditions: -

1) Tenant: Falkirk Thornhill Community Hall SCIO

2) Entry: 1st October 2025

3) Rental: £1 per month

4) Sub-licence: The granting of this licence is conditional on the Licensee granting a sub licence to Rainbow Muslim Women's Group (RMWG) on terms to be agreed between the two parties, including area of let, times etc. For clarity the sub-licence will confirm-

i) Accommodation to be let
ii) Times of lets
iii) Share of costs associated with the let

5) Rates: The licensee is liable for all rates and other outgoings associated with this unit. However, the cost of these will be shared on an equitable basis with RMWG

6) Key Holders: Both the licensee and RMWG will hold access keys to the property

7) Duration: Monthly basis

8) Use: Community Hall for community purposes

9) Mediation: In the absence of both parties being able to agree on matters, Falkirk Council as Licensor will step in to mediate with the decision of Council officers being final.

10) Repairs: This property is let on a full repairing and insuring basis with the licensor insuring the fabric of the building and recharging the premium to the licensor.

I trust the above outlines the proposed terms and conditions and, in this regard, I look forward to receiving your written agreement.

Yours sincerely

[redacted]

[redacted]

"This correspondence is not intended to form part of a contract and any proposed transaction is subject to conclusion of formal missives."

Evidence 01.0Sa: Council email of 17 September 2025 enclosing draft Heads of Terms

Text copy of email as *held by FTCH. Personal contact details removed.*

From: [redacted], [redacted], **Falkirk** Council. **Sent:** 17 Septe□o: oth groups.

Good afternoon,

Following previous engagement, we remain hopeful that a collaborative approach can be taken by both Thornhill Management Committee and Rainbow Muslim Women's Group under a Full Repair and Insuring Licence for Thornhill Community Centre from 1 October 2025. As such, we have attached a draft Heads of Terms for consideration which has been sent to both Thornhill Management Committee and the Rainbow Muslim Women's Group. Please note, this arrangement can only proceed if there is agreement from both parties.

We are requesting that both groups review the draft Heads of Terms and would like to invite both groups to meet on Friday 19 September at 12pm or Tuesday 23 September between 11am and 1pm - please advise what times you can meet and we will confirm. The meeting will take place at Thornhill Community Centre.

In the event that there is no consensus on the proposed arrangement outlined in the Heads of Terms from both parties, the property will close from 1 October 2025 until the outcome of the Community Asset Transfer statutory process. This is due to the fact that Falkirk Council cannot be seen to be pre-determining the outcome of the statutory CAT process by awarding a Full Repair and Insuring Licence to one group over the other.

I'd appreciate if you can please confirm attendance at the meeting proposed and if you have any further questions, please don't hesitate to get in touch.

Kind Regards,

[redacted] Falkirk Council

Dear [redacted],

Thank you for your note confirming that tomorrow's meeting is preferred – that suits us. However, before then, there are several points that require clarification:

1. **Contradictory positions:** On 4th September we were given written confirmation (via [redacted] on your behalf) that Thornhill SCIO would take the FRI to keep the hall open, with both CATs then assessed independently. That position has since shifted to "joint FRI or closure," which has caused confusion and undermined community confidence.

2. **Bias and transparency**: I met with [redacted] at her surgery on Wednesday evening where she confirmed the reason this "uncharted territory" has come about is that although RMWG originally declined the FRI, later reversed their position, and in there also accused the Council of bias. You then changed stance. This sequence of events has never been communicated to us, which has put us at **a full and direct disadvantage**. How does the Council intend to address the perception, and reality, of **clear bias that is displayed against our SCIO as a direct result of this?**

3. **Legality of process:** We must formally question the legality of a process where one group openly refused the FRI, later reversed their stance, and officers shifted position in response to accusations rather than transparent criteria. Officers are not elected to make political judgements, yet these changes risk prejudicing elected members' eventual decision.

4. **RMWG position**: At the last joint meeting 3rd September, RMWG clearly stated they did not want the FRI, nor did they wish to sub-let space from us. Their only stated interest was in full ownership of the building. They provided nothing about how they would accommodate current lets if they were to take the FRI or succeed in a CAT. Running the hall collaboratively as a community centre was not a responsibility they wished to take on, and it appears of no interest to them. Their position now is inconsistent and opportunistic.

5. **Unreasonable requests from RMWG**: Today, RMWG requested access to the hall at 2pm with only a few hours' notice, despite there being an existing group booking and no member availability to accommodate. We are willing to facilitate reasonable requests to support their CAT but will require at least 48 hours' notice to ensure fair access without disrupting hall users. Please confirm that this approach is acceptable. We did offer to meet them this evening (Thursday at 7pm)

6. **Community Wealth Building**: Thornhill SCIO's approach aligns directly with the Community Wealth Building principles that I believe Falkirk council will support, including plural ownership, inclusive community use, valuing volunteering, and keeping assets in productive community hands. The current handling directly undermines these principles by privileging one group's late reversal and accusations over the transparent, inclusive process we have led. That does not look like fair or consistent application of CWB or the Council's own commitments to transparency.

7. **Anchor lets and new opportunities**: On the strength of the agreed FRI, we have already secured anchor lets that will attract significant new activity into the centre, supporting a longer term vision. We are also working with Forth Valley College to establish a full educational outreach facility. These commitments are backed by circa 150 survey responses from the local community – 100% supportive of our proposals.

8. **RMWG Engagement** : We have requested a constructive Zoom discussion with RMWG to resolve arrangements. They did not wish to meet in person, but continue to make last-minute demands for access to the hall today and pavilions when we clearly have groups in as we have been transparent on usage. This is not a sustainable or good-faith approach, and I ask that this is made clear to both parties what process is expected. They have only latterly agreed to meet in person because they want access to the pavilion and kitchen areas, again serving their own needs.

9. **RMWG capacity and discrimination risks** – At our meeting with RMWG last night they openly admitted they have never managed a facility before and have no systems in place for governance, finance, compliance, or health and safety. Their stated reason for seeking the FRI is simply to have their "own flexible space." We pointed out that flexibility already exists under shared lets. Any attempt to alter or displace existing groups would bring the Council into the territory of indirect discrimination under the Equality Act, given the protected characteristics of many of the user groups. RMWG therefore cannot demonstrate capacity to manage the FRI, nor can they do so without risking breaching equality law.

10. **RMWG admitted no capacity**

- They confirmed last night they have **never managed a hall before**, have no systems, policies, governance, H&S or finance in place.
- That must be recorded as evidence they cannot realistically take on the FRI.

Their stated reason for FRI is "flexibility"

- But as we pointed out, *flexibility is already there* through shared usage.
- If they altered lets, they'd risk indirect discrimination under the Equality Act (protected characteristics – religion, disability).

Their true intention is sole space for themselves

- They said they want their "own space" → this undermines the principle of an inclusive *community centre*.
- If they only want flexibility for their group, that is not community wealth building nor plural ownership.

Consequences of their stance

- Their flip-flop is the **reason closure is now on the table**.
- That harms all current groups and the community.

Your offer vs their refusal

- We offered 33% of space until CATs are assessed.
- They may still refusee, knowing it categorically destabilises the community – risks legal action and discrimination.
- They must own the consequences of that refusal.

11 Impact on our CAT submission: Because of the uncertainty and shifting positions, our architect (acting in good faith to allow for RMWG input) held back on progressing drawings. **RMWG did not engage, and as a result we are now behind in obtaining quotes for works.** This delay is entirely due to the lack of transparency and moving of goalposts in the process. I raised this directly with [redacted] yesterday, noting that she described the situation as "uncharted territory." In reality, it appears to be subject to interpretation and late reversals rather than a consistent process. For this reason, we require an extension to our CAT deadline – otherwise our application will be disadvantaged through no fault of our own. After all, the whole process and handling is "Uncharted Territory."

12. **Community confidence:** The repeated changes of position are not only disadvantaging us as applicants, but this will also damage confidence among existing hall users and the wider community in the Council's handling of this process. We are already fielding questions from groups about whether the hall will remain open, and where we have assured them, all is fine, this uncertainty is directly undermining trust.
13. **Elected member oversight**: With elected members deciding on the CAT applications, where is the transparency when officers are shifting positions in response to accusations, without transparency or consistency, risks prejudicing that process before it even reaches the starting line!

14. **Fairness to hall users**: The risk of closure or of undermining the FRI does not just affect applicants – it directly harms the many local groups who rely on Thornhill every week. That cannot be fair or consistent with the Council's responsibilities to the community.

15. **CAT purpose**: The primary purpose of a CAT is to keep assets in community use, to serve the community. It is not, and should not, be an opportunity for any organisation to secure a cheap building. That is how this process risks being perceived if current users and an active SCIO committee are displaced in favour of an organisation with no current presence in Thornhill.

16. **Existing provision at Dalgrain**: We also note that RMWG were offered Dalgrain Community Centre by the Council and already deliver services from there. They run no activities or lets in Thornhill at present. Their interest in Thornhill therefore does not relate to sustaining existing community use of this building, but to seeking an additional asset. **From a Community Wealth Building and Community Empowerment perspective, this raises serious questions about duplication of provision and displacement of existing groups, rather than strengthening inclusive community benefit.**

17. **Competitive CAT**: We are perfectly aware that a competitive CAT process is in no one's best interest and it is not what we want. We are trying our best to work with RMWG to avoid this, but they appear unwilling to accept anything other than their original vision for the building, even where that is to the detriment of the community, the current users, and the building itself.

18. **Public accountability**: If RMWG continue to refuse to work collaboratively and the Council closes Thornhill as a result, we will ensure it is made clear to the community how and why a functioning hall, with committed lets, a strong survey mandate, and an active management committee able to sustain it, has been shut and left vacant. You the council, and the RMWG should be in attendance to deal with this diabolical disaster you are creating.

19. **Equality Act implications** – It must also be noted that Thornhill currently hosts groups linked to protected characteristics under the Equality Act 2010, including religion or belief (spiritual development groups), disability (mental health support and neurodiverse groups). If the hall is closed, or if lets are displaced as a result of officers' backtracking on the FRI, this would amount to indirect discrimination against those protected groups. Officers appear to have shifted position solely in response to one group alleging bias, but in doing so have created real discrimination against other protected groups.

20. **Legal advice**: In parallel, we will be seeking independent legal advice on the matters above, as we cannot accept a process that lacks transparency, undermines fairness, is biased, and risks community harm.

As Head of Strategic Property, the consistency of officer handling and transparency of process sit with you. A spade is a spade – and right now the goalposts have been moved, leaving us having to explain to the community why previously agreed positions have been changed behind closed doors.

We therefore need:

- Written confirmation of the sequence of events since 15th August regarding the FRI and CAT,
- Assurance that our SCIO will not be disadvantaged by accusations of bias,
- Agreement on a clear access protocol for all parties (e.g. minimum 48 hours' notice),
- Formal confirmation of an extension to our CAT deadline in light of the above,
- Formal assurance that the hall will not close on 1 October.

I look forward to your response ahead of tomorrow's meeting.

Kind regards,
[redacted]
Chair, Thornhill Community Hall SCIO

"We are now just 11 days from closure. If this isn't resolved immediately, the Council will be closing down a functioning community hub with 150 survey responses backing us, committed lets, and anchor partners like Forth Valley College. That's not just poor process – it's reputationally and legally indefensible."

Key pressure points

1. **Council Backtracking**
    - On 4 Sept we were given written confirmation we'd take the FRI. The only reason closure is now on the table is because officers backtracked after one group reversed its position and shouted bias. That is unfair and discriminatory.
2. **Community Harm**
    - The hall is in active use every week. Closure will directly harm groups linked to protected characteristics – spiritual belief groups, mental health support, neurodiverse groups. That's indirect discrimination under the Equality Act.
3. **RMWG Capacity Gap**
    - They admitted last night they've never managed before, have no systems or policies, and their only reason for FRI is wanting their own space. They cannot run this hall. To close Thornhill because of their flip-flop is absurd.
4. **Your Offer**
    - We've offered up to 33% space until CATs are decided. They refused. We've been constructive, they've been obstructive. That's the record.
5. **Extension**

- Because of officer backtracking, we've lost time with our architect and quotes. Without an extension, our CAT is disadvantaged through no fault of our own.

escalation routes:

We want this resolved with you and [redacted]. But with 11 days left, if we don't get written confirmation on the FRI, CAT extension, and assurance the hall won't close, we will have no option but to escalate formally – through SARs, FOIs, complaints, our MP, and ultimately the SPSO. We'd much rather not have to do that, but we can't let the community be penalised.

Bottom line to hammer home

- *The Council is not facing two equal groups. You are facing one SCIO with systems, lets, and community backing – and one group with no presence, no policies, and a flip-flop position. Closing Thornhill in 11 days because of that is indefensible*

Evidence 01.07: Council and FTCH emails on the licence and sub-licence, 24 to 29 September 2025

Text copy of the email chain as held by FTCH, in date order. Personal contact details removed.

FTCH ([redacted]) to [redacted] and the Strategic Property Review team, 24 September 2025, 4:46pm. Subject: Update

Hello,

I am following up for an update on the outcome of your meeting yesterday with the RMWG. I have also attempted to reach out to the RMWG directly and have, so far, received no response. Can you please share with us an overview of what was discussed / agreed at the meeting and/or if a further meeting this week together could be of value.

With thanks

[redacted]

Falkirk Council Property Management Team to FTCH, copied to [redacted], 24 September 2025, 5:17pm

Good afternoon,

We met with representatives from the Rainbow Muslim Womens Group yesterday. Today they have confirmed their intention to take on the FRI licence. Everyone is in agreement that the current lets will be honoured and this will be enshrined in the documentation.

For your information please find attached, a draft copy of the FRI Licence for the RMWG as the FRI lead. Please review this and let us know if you have any questions.

We have also attached a copy of the FRI licence we had initially proposed with the Thornhill Management Committee as the FRI Lead for reference. In addition, we have provided a title plan (within the licence), tenant's information pack and running costs. The Communities team have confirmed that all equipment, furniture and other items, are to remain in the building, therefore no written inventory will be supplied.

If we are collectively in agreement, we will be proceeding with the FRI Licence which is the Rainbow Muslim Womens Group taking the lead on the FRI Licence.

It is now imperative that we bring both groups together as soon as possible, so there is a shared understanding of the arrangement and building operations going forward.

We have availability for a meeting: Thursday afternoon 4.30pm; Friday 1pm or 4pm.

Please get in touch with any queries

Kind regards,

Falkirk Council Property Management Team

FTCH ([redacted]) to the Strategic Property Review team, 24 September 2025, 8:07pm

Hello,

As you will be aware from previous messages [redacted] is out of the country until Sunday. I myself am traveling down to London tomorrow afternoon for work and am not available either the times proposed below. We will require the sub-let agreement to be drafted and agreed before we are in a position to sign the Headed Licence agreement as we have been clear from the start of this process that we require the current times for the current lets as outlined in the schedule provided to be guaranteed for the duration of the FRI and we will not compromise on this.

[redacted] is available to meet on Monday the 29th - please confirm a suitable time.

Kind regards,

[redacted]

Strategic Property Review ([redacted]) to [redacted], copied to [redacted] and [redacted], 24 September 2025, 8:18pm (later forwarded to FTCH)

FYI from Thornhill Mgmt Committee.

[redacted], can you please draft the sub-let agreement and we can get this over to them and share with the Rainbows too?

Looks like we are proceeding with the Rainbows as lead so at least we have clarity on that.

Now just to try and find a time we can all meet! [redacted] can you please liaise with both groups and [redacted] for [redacted]'s diary for a time on Monday.

Thanks

[redacted]

[redacted], [redacted], to FTCH, 25 September 2025, 11:56am

Hi [redacted]

I have attached the sub-licence for your approval. Assuming you are I will send it to Rainbows and Thornhill in the same email for signing along with the Licence agreement

Regards

[redacted]

FTCH ([redacted]) to [redacted], 25 September 2025, 12:30pm

Hi [redacted],

Regarding duration - We need a guarantee that the sub-license agreement will remain in effect for the duration of the period that RMWG holds the FRI License.

Thanks

[redacted]

[redacted] to FTCH, 25 September 2025, 2:01pm

Hi [redacted]

Both the licence and the sub licence are on month-to-month agreements. There is also a clause about FC mediating if both parties are unable to agree on any term within the sub licence. This should provide a degree of comfort for FTMH. However, if will add a sentence to the duration clause that states "if FTMH do not beach any terms of the sub licence, then RMWG can only terminate licence with mutual agreement." Will that be sufficient for you?

Regards

[redacted]

FTCH ([redacted]) to [redacted], 25 September 2025, 9:20pm

Hi [redacted],

Yes, I think that would be sufficient - we simply don't trust RMWG not to reneging on their agreements given their behaviour up to this point. We want it watertight that for as long as they hold the FRI they cannot move, change or end their agreement with FTMH and our lets. If the FRI is ended with the Council then we would be looking to step in and pick it up without delay.

Kind regards,

[redacted]

[redacted] to FTCH, 26 September 2025, 3:06pm

Hi [redacted]

Understood, I do think that this additional clause will provide you with the extra protection you are seeking. I will need to send the sub licence to Rainbows as well now. Hopefully all the docs can be signed off on Tuesday afternoon

Regards

[redacted]

FTCH---)to [redacted] and the Strategic Property Review team, 29 Septe 1:0 am, wi th [redacted] 's responses inserted (shown after each point as 'Council response')

Subject: Update - Thornhill Sub-Licence - Required RMWG FRI Amendments (Scenario A: Now 31%) and Alternative FRI for FTMC (Scenario B: 52%)

The proposed wording on duration and mutual agreement as communicated below is a step forward. However, it must also ensure that trivial or alleged breaches cannot be used as grounds for termination. Any termination should be linked only to a proven material breach, notified in writing, and not remedied within the applicable cure period.

Scenario A- RMWG as FRI Holder (FTMC sub-licensee at 31%)

1. Usage and cost share: correct Clause 3.2 from 67% to 31%, reflecting actual operational hours during the FRI period. Council response: From the licence if 67% is RMWG, then 33% would be recharged to the sub-licensee (FTMC).

2. Protected schedule: attach Appendix 1 listing FTMC groups and times; those times absolutely protected; no alteration or cancellation without FTMC's prior written consent. Council response: Agreed. That's why the appendix is included.

3. Separate operating systems: FTMC's Wi-Fi, phone, IT and administration systems remain exclusive to FTMC. Council response: All FC systems will be removed by 1st October - if FTMC owned system then this is FTMC to deal with. RMWG will need to establish their own systems for the building.

4. Termination and cure period: any alleged breach notified in writing, 28 days to remedy. Council response: Happy with this. Cleaning: Council response: Both groups should ensure groups as part of conditions of let leave premises in clean and tidy condition.

5. Liability limited to FTMC's 31% use. Council response: Agreed.

6. Licensee default safeguard: if RMWG loses the FRI, FTMC has first right to assume it and commence per Scenario B. Council response: We would be happy to agree to this to ensure the centre remains open.

7. Access: FTMC to retain master keys, unrestricted access during all scheduled times, emergency access and current storage; key codes unchanged. Council response: OK with this, not unreasonable. Seems sensible, will need agreement with RWMG.

8. Equality and compliance: Council monitoring. Council response: Council will not be monitoring compliance, this not a landlord requirement. Any consideration on the Equality Act will relate to the operation on the property ... and is between the parties involved.

9. GDPR and CCTV: RMWG to be data controller for any CCTV. Council response: Agree.

10. Dispute resolution: Council response: Licence is provided under delegated authority, reference or referral to elected members is not appropriate.

12. Additional protections: Council response: All to be agreed between the parties.

Scenario B - FTMC as FRI Holder: if RMWG withdraw, FTMC would step in as primary FRI holder with 52% protected capacity; the remaining 48% available for sub-letting, with RMWG to state what proportion it wishes to take, which would be legally protected under the sub-licence.

Closing position: We are offering two lawful, workable solutions (31% under Scenario A or 52% under Scenario B).Both keep the hall open.

Kind regards

— Chair, Falkirk Thornhill Community Hall SCIO

[Abridged: the full email and the Council's inline responses are held by FTCH and can be produced.]

-- to FTCH, copied to [redacted] , [redacted] ,the Strategic eview team and [redacted] , 29 epem

Hi.

Thank you for your response below. We have commented on your points in blue below.

The FRI licence is proposed to be between FC as landlord and RWMG as licensee, the sub licence is between RWMG and FTMC (sub licensee). The terms set out in the sub licence can be discussed/negotiated between the licensee and sub licensee.

Falkirk Council is trying to find a solution that allows the property to remain open and is being fair to both parties. Any suggestion that FC is favouring one group over another is completely rejected. If parties are unable to agree then the property will close. Any consideration of a breach of the Equalities Act is between the parties as the operational occupiers.

By entering onto a licence agreement then legally the Council has passed on its obligation on the property on to the licensee. The Council did not facilitate any reversal on who that party would be, the Councils primary objective is for the hall to remain open under a FRI licence, which group take the FRI Licence, and which group takes the sub licence is not a material consideration. It will be up to these two parties agree and document these agreements in a legally competent manner

It is the Council's intention to seek an agreement between the parties at tomorrow's meeting, and I trust that is the same mindset of all parties concerned

Regards

[redacted] Falkirk Council

Enquiries to-:
[redacted]Ofalkirk.gov.uk

Sub Licence

Our Ref: [redacted]
Date: 22 September 2025

Licensee

Rainbow Muslim Welfare Group SCIO

Sub licensee

Falkirk Thornhill. Community Hall SCIO SC047801

Subjects

Thornhill Community Hall, Thornhill Road, Falkirk, FK2 7AE

As a condition of the Licence On b'ehalf of and as instructed by the Licensor we offer to allow the licensee to occupy and use the PrQperty on the followingconditions:

1. Definitions and Interpretation

1.1 In the Sub Licence:

"·Ancillary Rights" means all kitchen and toilet facilities, fixtures and fittings within the Property, an necessary rights of access pedestrian and vehicular to and from the Property and the right to u□e all existing sewers, drains. pipes, cables, connections, water supply pipes and all other··services as are presently used In connection with the Propert□;

"Business Day" means any day on which clearing banks in Edinburgh, Glasgow and Lon□don are open for normal business;

"Date of,Entry" means 01 Octo□r 2025

"Date of Termination" means the date upon which the Licence terminates;

"Interest" means Interest on the sum in question at 4% per annum above the base rate from time to time of the Royal Bank of Scotland from the date that such sum is due for payment or, i(there is no such date specified, the date of demand for such sum until such sum is paid;

"Licence" means the licence to occupy the Property constituted by this offer i:lnd all.duly executed letters following on from It;

"Licence Fee" means the sum of £1 every calendar month, if asked.

"Licensee• means Rainbow Muslim Welfare Group SCIO
and having its registered office'at Westfield Park Community Centre, We□eld Street, Falkirk, FK2 9DX

"Parties" means the Licensee and the Sub Licensee; .

"Sub Licensee", Falkirk Thornhill Community Hall SCIO having its registered office at Thornhill Community·Hall, Thornhnl Road, Falkirk, FK2 7AE •

"Permitted Use" means the provision of .a community h1:jll for community and rec;reational facilities, or the organisation of community"or recreational facilities, with the object of improving the conditions of life for the persons for whom the facilities or activities are primarily intended; •

"Plan" means the demonstrative plan annexed to this offer;

"Property" means Thornhill Community Hall shown outlined in red on the Plan; and

"Schedule of Condition• means the schedule of condition annexed to this offer.

1.2 In the Ucenc·e, unless otherwise specified or the context otherwise requires:

1,2.1 any reference to one gender includes all other genders;

1.2.2 words in the singular only include the plural and *viceversa;*

1.2.3 any reference to the whole is to be treated as including reference to any part of the whole; •

1.2.4 any reference to a person includes a natural person, corporate or unincorporated body(whether or not havingseparate legalper□onality). and words importing individ-uals include corporations and *vice.versa;*

1:2.s anyreference to a Clause, Schedul□ or Part of the Scheduleis to the relevant Clause, Schedule or Part of the Schedule of the Licence;

1.2.6 anyreference to a statute or statutory provision,includes any subordinate legislation which is in force fromtime to time under that statute or statutory provision;

1.2.7 *any* reference to any statute, statutory provision or_subordinat_e legislation is a reference to It {iS it is in force from time to time taking account of any am□ndment or re-enactment;

1.2.8 anyphrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is nqt to be construed as □lmiting the generality of any preceding words; •

1.3 The Parties agree that the Sublicence is notalease and does not confer anytenancy rights on the Licensee or Sub licencee

2, Duration

2.1 The Licence will commence on the Date of Entry and willcontinue from entry date to 31[11] October 2025 and month to month thereafter untilterminated by either Party on delivering to the other Party not less than 28 days written notice to the effect that they are terminating the licence at the expiry of the P,eriod spec;ifled In the notice.

2.2 At the Date.of Termination, the Sub Licensee will:

2.2.1 remove from the Property with its whole equipment and other Items, without the need for any nqtice from th□Licensee, and

3. r>ayments

3.1 The Sub Licensee willpay theLicence Fee to the Llcenseeby equalinstaUments in advanc,.e on 1 day of each month], the first payment beingdue on theDate of Entry in respect of the period from the Date of Entry to the next payment date, and monthly after that;

3–2 The Licensee will also recharge a 31% share of the running costs to the Sub licensee for the duration of the Licence:

3.2.1 all rates, taxes, duties, levies, charges, assessments. impositions and outgoings including repairs and maintenance and genera upkeep in good condition, whatsoever imposed on or payable in respect of the Property or on its owner or occupier;

3.2.2 all insurance premiums payable under the insurances effected by the Licensor in relation to the Property (including anysums the Licensor pays to comply withClause 5.1 and any addition□!premiums payable by reason of the Permitted Use); and

3.2.3 all costs incurred by the Licensor in procuringthe remedy of any breach of any obligation of the Licensee under the Licence.

3.3 All sums payable under the Licence. includingthe Licence Fee. are exclusive of Value Added Tax,.which, if payable, is payable in addition in returnfor a valid Value Added Tax invoice.

3.4 If:

3.4.1 the Licence Fee is not paid on the due date; or

3.4:2 any other sums due by the Licensee are not paid within 10 Business Days after the due date

then the Licensee will pay to the Licensor Interest on the outstanding money.

4. Use

4.1 The Su□Licensee willuse the Property for the Permitted Use and for no other purpose.

4.2 The Licen.see gives no warranty that:

4.2.1 the Property Is suitable for the Permitted Use;or

4.2.2 the Permitted Use is or willremain the permitted u□e of the Propenywlthin the provisions of the planning or other reteyant legislation from time to time.

4.3 The Licensee will not do or permit to be done uponor in connectionwith the Property anything vvhich would be a legal nuisance or cause of damage to the Licensor or the other occupiers of *any* neighbouringpremises or both.

4.4 The Licensee willcomply with:

4.4.1 au statutes, bye-laws and other regulations affecting the Property or the Licensee's use of the Property;

4.4.2 all obligations, restrictions, reservations and other conditions in the titles of the Property; and

4.4.3 all reasonable regulations which may be issued fromtimeto time by the Licensor or its agents in relation to he Property, including in respect of health and safety, risk m_anagement and security.

5. Indemnity and Insurance

5.1 The Licensor will insure the Property against normal commercial risks In their full reinstatement cost (subject to any excesses, limitations and exclusions imposed by the insurers) and will produce written evidence of such insurance to the Licensee on de'mand.

5.2 The SubLicensee willindemnify an_d keep Indemnified the Licensor on demand from all liability in respect of:

5.2.1 any injury to or death of any person by reason of or arising out of the state and condition of the Property or the use of the Property by the Sub Licensee;

5.2.2 damage or loss hlch may be suffered by any persons by reason of or arising out of the state and condition oft.he Property or the use of the Property by the Sub licensee;

5.2.3 any breac·h by the Sub Licensee of its obligations under the Sub Licence; and

5.2.4 localauthority ratesand other costs associated with the occupancy of the Property.

5.3 The Sub Licensee willtak out insurance cover:

5.3.1 such as is necessary to give full indemnification to the Licensee in respect of the matters referred to at Clauses 5.2.1 and 5.2.2; and

5.3.2 against public liability in at least the SUf!l'Of £1 Million for each and every claim,

and, in both cases, will produce written evidence of such insurance to the Licensor on ae-mand.

5.4 The Sub Licensee w/11not do anything whichvitiates or makes void or voidable any insurance policy for the Property effected by the Licensor. or causes monies otherwise payable under such policy to be Irrecoverable or refused or withheld, or an increased premium or loadingto be payable in respect of such policy.

5.5 Should the use or non-use of the Property cause any increase in the cost of insuring the Property or any adjacent premises of the Licensor the licensee willondemand fromtime to time pay to the Licensor the amount of any such increase.

6. Sub-Licence

6.1 The granting of this sublicence permits the sublicensee to use the 31% of the property in order to accommodate the existing user groups continued use at the days and time identified in the timetable in Appendi,x .

Appendix 1

6.2 The licensee is liable for all rates and other outgoings as□oclated with thisunit. However, the cost of these willbe shared on an equitable bash□withsub licensee

6.3 Both thelicensee and the sublicensee will holdaccess keysto the property

6.4 In the absence of both parties being able to·agree on matters, Falkirk Councilas licensor will step in to mediate with the decision of Council Officers beingfinat.

6.5 The Licensor will be entitled to assign its interest under the Licence.

7. **EartyTermlnation**

If:

7.1 any sums due und!'lf the Sub Licence [(including the Licence Fee)J or any part of them are not paidoh the due dates; or

7.2 the Sub licensee.fails to.implement any of its other obligations under theLicence; or

7.3 the Sub Ucensee:

7.3.1 goes intoliquidation, receivership or administration;

7.3.2 signsa trust deed for creditors, are sequestrated or enter avoluntary arrangement.

7.3.3 becomes insolvent.or apparently insolvent; or

7.3.4 is.wound up or dissolved,

then, in each case, the licensee may, at Its option, at any time by notice in writing to the Sub Licensee terminate the.Sub licence with effect from the date specified In the notice Notices

7.4 Any notice, demand, request or certificate required under the Licence must be in writing arid may be delivered personally. or sent by post fo the relevant ,m

7.5 Any notice, demand, request or certificate will be deemed to be received:

7.5.1 if delivered personally, (with proof of delivery) atthe time of delivery; [and]

7.5.2 if sent by rec;orded delivery post. 48 hours a□er the date of posting; [and

Provided that if, in the case of personal delivery, such delivery or occurs outwith normal business hours on a Business Day or on a day'"hich is not a Business Day, delivery wilrbe deemed to occur on the next Business Day.

8. No Liability

The Licensee is not liable to the Sub Licensee for any loss, injury or damage which the Licensee may sustain from a deficiency i□any part.of the Property or the death of or injury to any person or for damage to any property or for any losses, claims, dernands, actions, proceedings, damages, costs or expenses c;,r other liability incurred by the Licensee in'the exercise or purported exercise of the rights□nferred on the Licensee under the Licence.

Appendix 1

9. Costs

9.1 Each of the Parties willbeartheir own costs·and expenses.in connectionwiththe preparation andcompletion of the Ucerce.

9.2 Th□Licensee willpav.within five Bu□iness Days after written demand the costs of registering the Licence iri the Booksof Coundt andSession and obtainingthe extracts.

10. **Conditions**

10.0 RMWG are responsible for managing all bookingarrangements for Saturday parties, community events, hall hire enquiries from Oct1stand will require their own booking system to administer this.

10.2. FTMC hall lets are fully protected. A 15-minute buffer on either side of all lets will be allocated for set up and tidy down. There will be no acceptance of activities running over by either party and anything which prevents lets from setting up or closing down within their slot or the 15 min buffer will be considered a breach of the sublet agreement.

10.3. Both parities they willensure the spaces are cleaned and tidy after their use otherwise additional cleaning costs may be recharged.

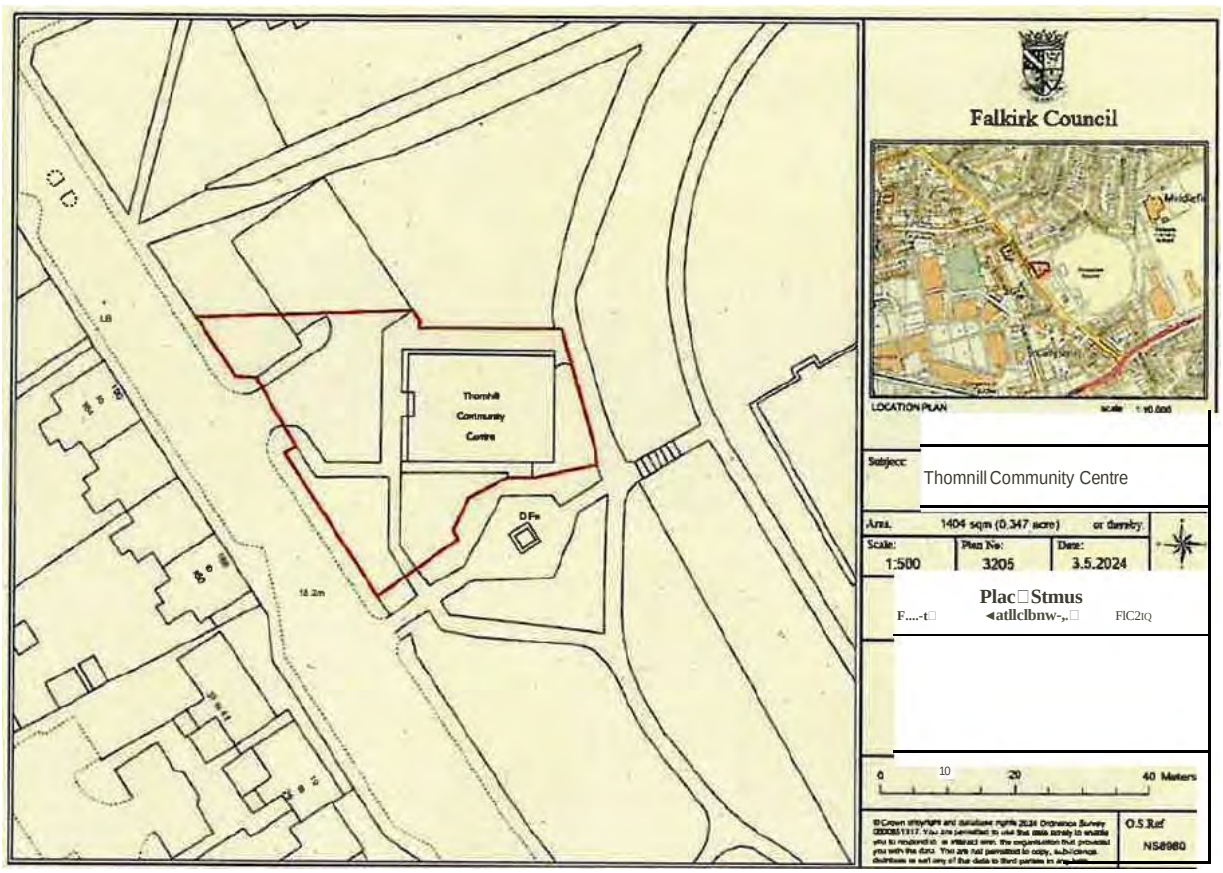
10.4. The CCTV system remains property of the FTMC. It will be disconnected for the period of the FRI license. Alternatively, if the RMWG wish to make use of it, □t can be rented it from us at a monthly rate to be agreed. In either scenario the RMWG agree that there will be no recording in the main hallfor any FTMC lets. RMWG are responsible for registering wfth the ICO and ensuring required GDPR policies are place within 14 days of the FRI licence being signe<;I.

10.5. During lets access is included to the hall, kitchen, storage cupboards (private for each let), toilets, public areas and office space.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
08!30				Hartbeeps			
09:00	FREE	FREE	FREE	Hartbeeps	FREE	Art & Soul (monthly)	FREE
09:30	FREE	FREE	FREE	Hartbeeps	FREE	Art & Soul (monthly)	FREE
10:00	FREE	FREE	FREE	Hartbeeps	FREE	Art & Soul (monthly)	FREE
10:30	FREE	FREE	FREE	Hartbeeps	FREE	Art & Soul (monthly)	Church Groups
11:00	Zuml:>a Geld	li>avt.d l:aulds M□i,□	Zuml;>.□Gold	Hartbeeps	FREE	Art & Soul (monthly)	Church Groups
11:30	zumbaGel.d	OaVid F.auti:isMusie	Zumb-a□old	Hartbeeps	FREE	Art & Soul (monthly)	Church Groups
12:00	ZumbaG<;>ld	Davi□Fa·uldsMµsfo	Zµmba Gold	Hartbeeps	Caledonia Clubhouse	FREE	Church Groups
12:30	FREE	FREE	FREE	Hartbeeps	Caledonia Clubhouse	FREE	Church Groups
13:00	FREE	Caledonia Clubhouse	Headway	Hartbeeps	Caledonia Clubhouse	FREE	Church Groups
13:30	FREE	Caledonia Clubhouse	Headway	Hartbeeps	Caledonia Clubhouse	FREE	Church Groups
14:00	FREE	Caledonia Clubhouse	Headway	Hartbeeps	Caledonia Clubhouse	FREE	Church Groups
14:30	FREE	Caledonia Clubhouse	Headway	Hartbeeps	Caledonia Clubhouse	FREE	Church Groups
15:00	FREE	Caledonia Clubhouse	Headway	Hartbeeps	Caledonia Clubhouse	FREE	Church Groups
15:30	FREE	FREE	FREE	Hartbeeps	FREE	FREE	Church Groups
16:00	FREE	FREE	FREE		FREE	FREE	FREE
16:30	FREE	FREE	FREE	FREE	FREE	FREE	FREE
17:00	FREE	FREE	FREE	FREE	FREE	FREE	FREE
17:30	FREE	Kettlecise 5:45pm	FREE	FREE	FREE	FREE	FREE
18:00	FREE	Kettlecise	FREE	FREE	FREE	FREE	FREE
18:30	FREE	Kettleclse to 6:45pm	FREE	FREE	FREE	FREE	FREE
19:00			FREE	Zum□a Gr-c:>up	FREE	FREE	FREE
19:30			FREE	ZumbaJSl!&,llf)	FREE	FREE	FREE
20:00			FREE	Zumba Group	FREE	FREE	FREE
20:3Q			FREE		FREE	FREE	FREE
21:00			FREE		FREE	FREE	FREE
21:30			FREE		FREE	FREE	FREE
22:00			FREE		FREE	FREE	FREE

[redacted] :;;o,Cf.2,5

[redacted] □ ,1.S


Falkirk Council
LOCATION PLAN
Subject:
Thornhill Community Centre
Area:
1404 sqm (0.347 acre)
Scale:
1:500
Plan No:
3205
Date:
3.5.2024
Thornhill Community Centre
DFe
18.2m
0
10
20
40 Meters
O.S.Ref
NS8980

..

Licensee - Rainbow Muslia:n Women's Group
Authorised Signatory

[redacted]

Witness

Address

..tl:lJ:.?l.<-.!.&!(...f:!.A.Pllilt

Sub Licensee- Falkirk Thornhill Community HallSCIO

Authorised Signatory

[redacted]

Witness

FALKIRK STADIUM

Place of signing

[redacted]

·FuUname

30/09/2023

Date of **signing**

Agenda Item

&RPPXQLW\$VVHW7UDQVIHUR
7KRUQKLOO&RPPXQLW\&HQWH

FALKIRK COUNCIL
COMHAIRLE NA H-EAGLAISE BRICE

)DONLUN&RXQFLO

$JHQGD,WHP

Executive

18 June 2026

Title:	**Community Asset Transfer of Thornhill Community Centre**
Submitted by:	**Director of Place Services**

1. Purpose of Report

1.1 The purpose of this report is to consider the applications by Falkirk Thornhill Community Hall SCIO (FTCH) and the Rainbow Muslim Women's Group (RMWG) in relation to Thornhill Community Centre. The report sets out the evaluation undertaken to recommend the transfer by way of ownership to Rainbow Muslim Women's Group.

2. Recommendations

2.1 It is recommended that Executive:

(1) Note two interests in the property for asset transfer by Falkirk Thornhill Community Hall (SCIO SC04780), and the Rainbow Muslim Women's Group (SCIO SC047758);

(2) Note the evaluation process and the outcome of the assessment;

(3) Agrees the full ownership Community Asset Transfer of Thornhill Community Centre to Rainbow Muslim Women's Group at the proposed purchase price of £1 for full ownership of the land requested, reflecting the benefits that will derive from the project;

(4) Agrees that the Director of Place Services is authorised to prepare and issue a decision notice to progress the transfer to the Rainbow Muslim Women's Group subject to conclusion of any review/appeal process;

(5) Agrees that the Director of Place Services is authorised to prepare and issue a decision notice rejecting the asset transfer application to FTCH;

(6) Agrees that the Director of Place Services is authorised to prepare and include a condition in the decision notice to RMWG allowing the Council the option to reacquire the property in line with the circumstances outlined in paragraph 7.19;

(7) Agrees that the transfer will be subject to any existing burdens or restrictions in the Council's title;

(8) Agrees to grant a sum of up to £101,738 from the Enablement Fund to support capital improvements to the facility subject to further assessment set out in para 5.47;

(9) Notes that the assessments undertaken confirm that the proposals are in line with the Council's statutory obligations in terms of the Community Empowerment (Scotland) Act 2015, The Asset Transfer Request (Procedure) (Scotland) Regulations 2016 and The Disposal of Land by Local Authorities (Scotland) Regulations 2010; and

(10) Instructs and authorises the Director of Place Services to issue a decision notice and to agree and conclude all necessary legal arrangements to progress the disposal in accordance with Part 5 of The Community Empowerment (Scotland) Act 2015.

3. Background

3.1 Thornhill Community Hall was identified for closure as part of the Council's Strategic Property Review given it is a non-core asset.

3.2 Thornhill Community Hall is outlined red as shown in Appendix 1. It is owned by the Council.

3.3 Both The Rainbow Muslim Womens Group (RMWG) and Falkirk Thornhill Community Hall (FTCH) have submitted a valid Community Asset Transfer application seeking full ownership of the building.

3.4 As previously reported, Falkirk Council has too many buildings that are in poor and ageing condition, not energy efficient, expensive to run and underutilised. The Audit Scotland Best Value Assurance Report (January 2022) states the Council 'needs to quickly progress the remaining key actions in the Strategic Property Review (SPR) and take decisions on its property estate to deliver best value.' Elected Members agreed in January 2024, that in the absence of an asset transfer, alternative delivery model or improved financial performance, properties in scope of the SPR would close in phases. Council reiterated approval of the SPR approach to rationalising non-core properties and empower communities to take responsibility for their management and future use through transfer or lease of assets.

3.5 Prompted by the potential closure of the building, the RMWG and FTCH submitted CAT applications seeking to bring it into community ownership. In such circumstances where there are competing applications, the guidance under the Community Empowerment Act (Scotland) 2015 seeks that efforts should be made for groups to work collaboratively. Despite the best efforts of all parties, both parties wished to proceed independently with their respective applications.

3.6 Since 1st October 2025 RMWG have been operating the facility under a Full Repair and Insuring Licence as an interim measure until the CAT property transaction concludes. It should be noted as part of the arrangements, FTCH have been a subtenant and have been responsible for the management of some of the lets.

4. Considerations

4.1 In taking a decision on a community asset transfer request, the Council must decide whether to agree to or refuse an asset transfer request. In doing so, it requires to consider the benefits that might arise if the request is agreed to along with those that might arise from any other proposal. It also requires to consider whether the proposal before it will promote or improve: -

x economic development x

regeneration x public

health

x social wellbeing or environmental wellbeing or reduce inequalities of outcome which result from socio-economic disadvantage

x any other benefits that might arise

4.2 The Council must make the decision in a manner which encourages equal opportunities and the observance of the equal opportunities requirements. The Council must also consider other matters it considers relevant, including: - x the functions and purposes of the authority

x any obligations that may affect its ability to agree to the request.

4.3 Proportionate and appropriate consideration requires to be given to whether the community transfer body is able to successfully deliver the project and make it sustainable, including funding and the capacity and governance of the organisation.

4.4 The Council should agree to a request unless there are reasonable grounds for refusing it. Reasons for the Council's decision are to be given to the applicant.

Where there are competing applications

4.5 As outlined in the background section of this report in such circumstances where there are competing applications, the guidance under the Community Empowerment Act (Scotland) 2015 seeks that efforts should be made for groups to work collaboratively.

4.6 Despite efforts of the Council and both the FTCH and RMWG, a joint application for the asset transfer and shared management approach could not be agreed and therefore both parties have progressed applications to be determined in their own right.

4.7 Both applications were subject to deadlines for submission, and both were progressed in accordance with statutory timescales with evaluation only being undertaken when both could be validated in line with the requirements of Part 5 of The Community Empowerment Act (Scotland) 2015.

4.8 Officers have evaluated both applications and the outcome of this is outlined in the report with a recommendation to progress the RMWG asset transfer.

4.9 Officers involved in the evaluation were from across various Council Services to ensure there were a range of appropriate specialisms and a collective approach to the evaluation. All officers involved in the evaluation process confirmed no conflict of interest. Officers involved in the pre-application discussions with the groups were not involved in the evaluation to avoid even any suggestion of a conflict of interest.

Summary of evaluation process

4.10 Both applications were assessed using the exact same process as all other CAT applications excluding steps 10 and 11. The key steps of the evaluation were as follows:

1. Applications received - The RMWG application was received on 30/09/25. The FTCH application was received on 01/10/25.

2. Initial review - Both applications were given an initial review on 15/10/25 toconfirm if all relevant information was available to validate the application in line with the statutory requirements of the Act.

3. Feedback stage - Officers requested that the groups provide furtherinformation and / or clarification on aspects of the applications in order to enable progression to validation.

4. Further CAT submissions to address feedback provided - The groupssubmitted additional information as requested. This process took time to ensure all relevant information was provided to validate in line with the requirements of the Community Empowerment Act (Scotland) 2015, The Asset Transfer Request (Procedure) (Scotland) Regulations 2016 and the Disposal of Land by Local Authorities (Scotland) Regulations 2010.

5. Validation - Once all relevant information had been received, the applicationswere validated. RMWG application was validated on 16/02/26. FTCH application was validated on 02/03/26.

6. Statutory process commences - Upon validation, the statutory processcommences, this includes representations from interested parties within 20 working days of validation and a further 20 working days for the applicant to respond to any representations made. The Council is required to issue a Decision Notice within 6 months from point of the first validation date, by 16 August 2026.

7. Assessment of applications - An assessment panel made up of Councilofficers from services across the Council individually assessed each application.

8. Business plans reviewed – Business plans and cash-flow forecasts of eachapplication were reviewed and assessed.

9. Evaluation and determination by assessment panel - The assessment panelmet to discuss the RMWG application on 16/03/26, and the FTCH application on 31/03/26.

10. Further review to finalise recommendations - The assessment panel met on16/04/26 to further assess and compare both applications. This enabled further robust discussion to underpin the determination of both applications and the recommendation.

11. Representations and responses were reviewed by the assessment panel toensure all relevant and material considerations were properly assessed and considered. These representations and responses are the views of the individuals and organisations responding to the statutory consultation and are not the views of the Council. The Council does not accept any liability or responsibility for the views expressed therein. These representations are published in accordance with the terms of the Asset Transfer Request (Procedure) (Scotland) Regulations 2016.

4.11 Further information has been made available to Elected Members during briefings in relation to the procedural governance given this is a quasi-judicial process.

Community Transfer Body

4.12 Both RMWG and FTCH made the request as a Scottish Charitable Incorporated Organisation with a suitable Community led membership and properly formed Board of Trustees, as required by Part 5 of the Community Empowerment Act (Scotland) 2015 (referred to hereinafter as “the 2015 Act”).

4.13 In terms of Governance, the 2015 Act sets out requirements for Community Transfer Bodies (CTB). The constitutions of both RMWG and FTCH are consistent with the Scottish Government model SCIO template which is considered to meet the requirements of the legislation and for the groups to enter the proposed ownership arrangement.

4.14 Both groups’ constitutions enable them to acquire property for the further advancement of objectives that are compatible with the Community Empowerment benefits.

4.15 Quantitative and qualitative assessments have been undertaken on these and detailed information on the outcome of this is included in Appendix 2. Both applications were assessed as strong. The assessment key facts summary for RMWG is detailed in Appendix 2A and the assessment key facts summary for FTCH is detailed in Appendix 2B.

4.16 Based on the scoring for each application detailed in appendix 2, Officers are recommending approval of RMWG proposals. In summary, RMWG received a scoring of 68 out of 80. FTCH received a scoring of 62 out of 80. This scoring is based on evaluation and assessment of the below objectives, as is consistently considered for all CAT applications:

x Financial x

Volunteering Hours x

Economy

x Regeneration x

Public Health x

Social Wellbeing x

Environment

x Reducing Inequalities x

Promoting Equality

x Governance x

Funding/Resources

x Sustainability

x Performance Management x

Community Involvement

x Local Community Support

4.17 Further information and narrative on the outcome of the evaluation is included in Appendix 2 and summarised below:

x Both groups are properly constituted for the purposes of the Community Asset Transfer. Panel view is that volunteer experience and track record in a volunteer capacity is stronger for RMWG and FTCH is limited in this area;

x Panel view is that RMWG are more community focused in its objectives than FTCH which provided less evidence and appeared to have a greater commercial focus;

x Panel view that Scottish Government priorities for Public Health, were more aligned to RMWG application than FTCH;

x Whilst both groups have identified environmental improvements to support their asset transfer, RMWG have an embedded environmental approach which includes continuing their environmental education sessions and workshops.

4.18 As a result of the scoring, Officers are recommending the RMWG application is progressed and key information for the application is outlined in the below sections.

<u>Transfer Request</u>

4.19 RMWG has applied for full ownership of the building at a discounted cost of £1, reflecting the benefits that will accrue from their proposals.

4.20 An independent valuation jointly instructed by Falkirk Council and the applicant was carried out on the property. The valuation provided the opinion of capital value to be £85,000 and rental value to be £10,500 per year.

4.21 Accordingly, the transaction will fall within the scope of s11 of the Local Government (Scotland) Act 2003 which amends s74 of the Local Government (Scotland) Act 1973 allowing local authorities to dispose of land for less than best consideration but only in certain circumstances.

RMWG Proposals

4.22 The RMWG wish to take over the building to protect current lets; to facilitate other community activities; and to use as a base for their group operations. All groups who currently use the building will have their lets honoured and none will be displaced as a result of a community asset transfer to RMWG.

4.23 The group wishes to facilitate additional community activities including a foodbank, affordable skills training, a community café, and expanded support services.

4.24 In addition, they wish to use the building as a base for their own charitable operations, from which to deliver their classes and activities to their core audience, women from an ethnic minority background.

4.25 Enablement Funding is being sought for solar panels (to reduce energy costs); kitchen renovation (to support a new community café) and pavilion renovation (to create a base for the group's core work).

5. Recommended proposal

5.1 As outlined above, Officers are recommending the RMWG application is progressed. The RMWG have provided the required information in line with the 2015 Act.

x Community Asset Transfer Application Form x Community Asset Transfer Business Plan
x Accounts
x 5-year Financial Forecast x Evidence of Community Engagement
x Letters of Support x Enablement Fund Request x "Achievements and Glimpses" document x Formal Response to Feedback

5.2 The following sections, outline the proposals by the RMWG and how these are compatible with the 2015 Act and the Council's aims and objectives.

RMWG constitution

5.3 The constitution highlights the charitable purposes as follows:

- *The advancement of education*

- *The organisation of recreational activities with the object of improving the conditions of life for the persons for whom the activities are intended*

- *The promotion of religious and racial harmony*

- *The relief of those in need*

5.4 The group's constitution is included in Appendix 3.

5.5 The application by RMWG is considered valid in accordance with the 2015 Act. A full copy of the application is included in Appendix 4 and business plan is included in Appendix 5.

5.6 For information and in the interest of transparency, FTCH constitution is included at Appendix 6, CAT application is included within appendix 7 and business plan is included in appendix 8.

Local consultation

5.7 The group's online public survey attracted 135 responses. 95.6% of respondents answered "yes" to the question "*Do you support the idea of this group taking on its own premises and making it into a community cultural hub open to all?"*

5.8 Of the group's members, 35 individuals answered the internal organisational survey. Almost 70% of respondents thought it would be helpful if the group had a dedicated space for their core work.

5.9 A suggestion board within the centre identified potential future activities such as Bookbug, English Conversation classes and cookery sessions.

Benefits of RMWG application

5.10 This proposal assists with the delivery of the Falkirk Council Plan in that "*More communities taking over the places they meet in*" is one of the success measures within the objective to "Deliver Stronger and Healthier Communities".

5.11 The proposal also assists the group to deliver the outcomes of Scottish Government's National Performance Framework objective that "*We live in communities that are inclusive, empowered, resilient and safe*".

5.12 The application form, and business plan (Appendix 4 and 5) also identify the following key benefits:

- **Economy**

5.13 A busy, thriving Hall will bring more people to the neighbourhood and contribute to increased footfall at businesses and amenities.

5.14 The group states: "We are seeking to acquire Thornhill Community Hall to establish a permanent, inclusive space that serves not only the Rainbow Muslim Women's Group but the wider Falkirk community. This centre will be a vibrant, welcoming hub where people of all backgrounds — women, families, young people, the elderly, and

local organisations — can come together to connect, learn, and grow. Thornhill Community Centre already hosts a variety of valuable activities, including Zumba classes, music lessons, art workshops, kettlecise, church-led sessions, and mental and emotional wellbeing programmes.

5.15 We fully envisage these existing activities continuing and thriving. Our vision is to build on this strong foundation by introducing new programmes — such as affordable skills training, a community café, and expanded support services — that respond to emerging needs and reflect the evolving aspirations of the community."

5.16 The group state that economic empowerment through skills development is a significant part of their core work with ethnic minority women, providing training and pathways to employment, helping individuals gain independence, and contribute to the local economy.

5.17 They state that by encouraging and supporting women to start their own businesses, jobs are created and the local economy is stimulated. Strengthening community ties through cultural and social activities creates a supportive environment for economic activities, while developing leadership skills among women leads to more effective community advocacy and economic planning.

- **Regeneration**

5.18 Proposed upgrades to the building will have good regeneration outcomes including reducing electricity costs to make the business more viable, by the installation of solar panels.

5.19 Enhancing the building's appearance and surroundings will make it a welcoming and attractive space for all community members, improving the quality of life and attracting more residents and businesses.

5.20 Engaging youth in educational and recreational programs will reduce anti-social behaviour and its environmental impact.

- **Public Health**

5.21 Many of the classes running in the Hall contribute towards good wellbeing of participants including: Zumba classes, music lessons, art workshops, kettlecise, church-led sessions, and mental and emotional wellbeing programmes. The group state that they will honour all the existing hall lets.

5.22 The core RMWG activities will be run from the renovated pavilion space (currently lying unused) to allow current lets to continue operating in the Hall. Where RMWG activities require the kitchen, the pavilion will be offered as alternative accommodation to current lets.

5.23 A letter of support from the NHS-funded Braveheart Foundation states that public health initiatives run by the group have "***played a pivotal role in bridging gaps between diverse groups"*** Nine letters of support from organisations were received and are included in Appendix 9.

5.24 The group states that in their core work they will continue in empowering women to make informed health choices, by conducting workshops addressing issues like nutrition, exercise, disease prevention, smoking cessation, substance abuse, and domestic violence, working with local health authorities to implement communitywide health initiatives.

5.25 The group states that their support groups help individuals manage stress and anxiety, with mindfulness and relaxation exercises improving overall mental wellbeing. Healthy eating is promoted through cooking classes and nutritional education. Regular exercise is encouraged with physical activity programmes. They state that their information sessions on prenatal and postnatal care ensure the health and wellbeing of mothers and babies, while their food bank and parcel delivery service support families and individuals with food provision. - **Social Wellbeing**

5.26 Engaging in health and fitness activities in a community setting helps participants feel more connected within their networks.

5.27 Involvement in the various clubs and groups helps to combat social isolation.

5.28 A letter of support from the Council's Fairer Falkirk team states that RMWG activities have "brought people together and introduced many to new cultural experiences"

5.29 A letter of support from Central Scotland Regional Equality Council states that social cohesion and collaborative partnerships across communities will be strengthened if the group acquire the building.

5.30 The group states that by organising social events and gatherings, they are able to foster a sense of community and belonging among members of their community, while encouraging volunteerism to enhance social cohesion and provide meaningful ways for individuals to contribute to their community.

5.31 In addition they cite the positive wellbeing outcomes which flow from their offering of peer support groups, mentorship programmes, cultural celebrations and festivals, recreational activities, adult education classes, parental support, advocacy and leadership skill development.

5.32 Many user statements attest to the improvement of social wellbeing amongst members, including this one:

"Before I joined the group, I often felt lonely and cut off from others. Taking part in activities like yoga and the coffee and chat sessions has given me a reason to get out of the house, meet new people, and build friendships. Having this safe and welcoming space has made a huge difference to my mental health. I feel happier, more connected, and supported by a community that understands me."

- **Environmental / Climate Change**

5.33 The transfer of Thornhill Community Centre would have a positive impact on the Council's organisational 2030 net zero target by reducing the emissions generated from electricity, gas and water consumption by 12 tonnes of carbon dioxide

equivalent, based on 2025 figures. It is acknowledged that whilst the reduced emissions positively impact the Council's organisational targets, the facility will still generate Co2 emissions that impact the wider area emissions; these will be somewhat mitigated by the installation of solar panels as planned by the group.

5.34 The group states that a community-owned building means creating a hub for sustainable initiatives and a place where the community can come together to learn, share, and implement eco-friendly practices.

5.35 A letter of support from Forth Environment Link states that the group has **"always been passionate about sustainability and equipping their community with resources, skills, conversations and funding to develop their own connection with nature, wellbeing and the planet."**

5.36 They will continue their long association with 3 local charities to deliver their environmental work:

- **Bo'ness-based Sustainable Thinking Scotland SCIO**: RMWG distribute fresh produce from the Foodbank Farm to those in need.

- **The Cyrenians:** RMWG Collect and distribute surplus food from supermarkets to avoid landfill.

- **Forth Environment Link:** RMWG deliver plant-based cookery lessons to different demographics and host workshops on climate adaptation

5.37 They state that they will continue to conduct workshops and seminars on sustainable living practices, such as reducing waste, recycling, water conservation, sustainable active transport, and conserving energy, and plan to implement initiatives like community clean-up days and recycling programmes. They state that promoting sustainable practices and green initiatives in and around the building will improve the local environment and attract eco-conscious businesses and residents.

5.38 The group have applied to the Enablement Fund for the installation of solar panels to reduce carbon emissions.

- **Tackling Inequality**

5.39 The core work of the group is the empowerment of women from an ethnic minority background, who by virtue of their race and sex, may face barriers. Over several years, the group has built a reputation as a trusted partner, working with statutory services including the Council and the NHS to deliver training and activities in a culturally sensitive manner to their members, who might not always feel able to engage with these services outwith the group.

5.40 The group has always worked with economically disadvantaged communities of all backgrounds as described in letters of support from the Avonbridge Community Association and Fairer Falkirk, particularly in the delivery of food and facilitation of cookery lessons. The group have been recipients of the council's School Holiday

Fund since 2022, supporting low-income families with nutritious meals and engaging activities during school holidays.

5.41 The Supported Accommodation Coordinator at the Council's homelessness service (the Castings) has written a letter of support praising the group's work: **"*Their donations of food have made a significant difference to the residents in our supported accommodation, ensuring that some of the most vulnerable members of our community feel cared for and valued. We wholeheartedly endorse their efforts and believe that having the right building will strengthen their ability to meet growing demand and enhance the wellbeing of countless individuals*."**

Funding

5.42 The group's income over the last 5 years has amounted to over £200,000, comprising donations, fund-raising and grants from local and national funders including the Council, the Big Lottery, Foundation Scotland, CVS, Youth Scotland, Forth Environment Link, and BEMIS amongst others.

5.43 The group are currently in Year 1 of a £40,000 grant (unrestricted funding) from Corra Foundation, payable over 5 years.

5.44 As with all groups who have entered into an FRI licence, the group are entitled to claim a one-time payment from the revenue fund earmarked to help groups in the early stages of the CAT process. Thornhill Community Centre have received £1,738.65

Enablement Fund

5.45 Community Transfer Bodies have the right to apply to Falkirk Council's Enablement Fund for larger capital renewals which support the viability of the CAT for properties identified by the SPR.

5.46 RMWG's application also includes a request for up to £101,738 from the Enablement Fund. This request follows technical and financial assessments undertaken to inform the Enablement Fund recommendation to Executive. This process ensures there is an established need for the works, that the works are in line with a set criteria for the funding, is proportionate and to allow the Council to demonstrate compliance with its best value obligations. The initial works identified include alteration of the pavilion and a new commercial kitchen to support the viability of the CAT and solar panels to improve energy efficiency in the building.

Item	**Amount (up to inc. VAT)**
Alteration of pavilion	£51,990
Supply & install of commercial kitchen	£18,548
Solar panels	£31,200
Total	£101,738

5.47 These figures represent the costs based on quotes or professional estimates supplied. The group will continue to research and apply for third-party match funding to go towards funding these works. If successful, this would reduce the amount of Enablement Funding required or potentially support additional works. The group will

seek to inform the Council promptly to allow funds to be reallocated where appropriate.

5.48 Following a positive decision notice, the Enablement Funding will only be released once the property transaction is finalised and the building has been transferred by ownership to the group.

5.49 The awarding of Enablement Funds will be administered within the SPR team. Groups will procure and manage the works themselves and submit invoices to the SPR mailbox. Invoices will be reviewed and paid to the groups, who will then be responsible for paying the contractors.

5.50 Groups must obtain quotes or estimates that are inclusive of VAT, as the amount agreed by Executive is final and cannot be increased.

Assessment of proposals

5.51 An assessment has been undertaken in accordance with the Council's process for reviewing CAT applications. This includes a quantitative evaluation to consider the financial benefits of the application, and a qualitative evaluation of the application to consider key elements including links to national and local priorities, community benefits, sustainability and governance arrangements. The Community Asset Transfer Assessment Panel have provided their input and have assessed and evaluated all relevant documents received in relation to the Community Asset Transfer of Thornhill Community Centre.

5.52 This assessment is undertaken to satisfy the Council's statutory obligations under the Disposal of Land by Local Authorities (Scotland) Regulations 2010 and Part 5 of the 2015. Act.

Quantitative evidence

5.53 Volunteer hours: The group has stated that Trustees and volunteers jointly work 4576 hours a year at a monetary value of £98,592 per annum.

5.54 Direct savings to the Council: Upon transfer of the property, an annual revenue saving of £10,790 on running costs will be delivered which reflects savings agreed within the SPR.

5.55 It should be noted that the combined value of the group's volunteer hours, (£98,592 annually) and the direct savings to the Council, (£10,790 annually) exceeds the market value of the property to Falkirk Council which is estimated at £85,000.

Qualitative evidence

5.56 The assessment by the Community Asset Transfer Working Group of the business plan and the impacts of the proposed ownership transfer are set out in the Assessment Criteria at Appendix 2A.

5.57 The group is held in high regard within the local and national third sector, as evidenced in their track record of regularly securing grants from CVS, Corra Foundation and the Council to carry out their work. In the past decade they have consistently

received official recognition: CVS Falkirk Volunteer Engaging Organisation Award Winner; SCVO Scottish Charity Awards Runner Up; CEMVO Scotland Ethnic Minority Awards Nominee; British Muslim Awards Community Group of the Year Winner; and CVS Falkirk Volunteers' Week Outstanding Achievement in Health & Wellbeing. The Chair also received the CVS Lifetime Achievement Award in 2024.

5.58 They have provided letters of support from the Council's Homelessness and Fairer Falkirk support teams as well as the following local charities and third sector organisations: Braveheart Foundation, The Conservation Volunteers, Central Scotland Regional Equality Council, Forth Environment Link, Avonbridge Community Association, Sustainable Thinking Scotland and Causeway Music Project.

5.59 The group have a strong track record of securing grant funding. A five-year cash flow forecast has been provided which shows a positive cash balance throughout the period. An opening cash balance of £37,662 provides a strong start and year 1 ends with a balance of £141,897. This positive balance is projected through the next 5 years and by year 5 will be £481,941 if all goes to plan. The Group has secured five years of unrestricted funding from the Corra Foundation to support operational and repair costs which underpins these projections.

6. Consultation & Engagement

Application consultation

6.1 Evidence of community consultations for RMWG is included in Appendix 9. In the interests of full transparency, evidence of community consultation for FTCH is included in Appendix 10.

6.2 Notification of the request was posted on the Community Asset Transfer section of the Council website and in a publicly accessible location near the property. This ensured the public was duly informed about the Community Transfer Body's intentions and could make representations regarding the Community Asset Transfer request. As Falkirk Thornhill Community Hall (FTCH) are currently a sub-tenant of the RMWG within the Hall, they were notified accordingly.

Council engagement

6.3 Officers from the Council have engaged with both groups to ensure both applications met the requirements of the 2015 Act. CVS Falkirk has supported both groups in the development of CAT applications and business plans.

6.4 Officers from across the Council have actively engaged to assess and evaluate the applications and have robustly followed the process outlined in the report and in line with the statutory requirements..

6.5 Both organisations have been evaluated against the statutory criteria set out in section 82 of the 2015 Act and the two proposals have been compared to determine the most appropriate way forward.

6.6 As part of ensuring the quasi-judicial procedural governance arrangements are adhered to, engagement and briefings have taken place with both Elected Members and the community groups.

7. Implications

Council Plan

7.1 The Council Plan can be viewed at Policies and strategies: Council Plan 2022 - 2027 - Falkirk Council.

7.2 The implications arising from this report in relation to the Council Plan Priorities and Enablers are:

Council Plan Priorities
Supporting Stronger & Healthier Communities Communities that are empowered, inclusive, resilient and safe.
Promoting Opportunities and Educational Attainment and Reducing Inequalities Educational excellence, reduce poverty & inequality, and improve wellbeing.
Supporting a Thriving Economy and Green Transition An economy that is competitive, entrepreneurial, inclusive, and sustainable and an environment that we value, enjoy, protect and enhance.
Council Plan Enablers
Financial Sustainability
Strategic Operational
Transformation and Improvement **Valued Sustainable Workforce**

Financial

7.3 The Community Asset Transfer would deliver the SPR saving of £10,790 associated with the property, as agreed by Council January 2024. This comprises £9,360 from the Hall plus £1,430 from the pavilion.

7.4 The Community Asset Transfer of the building would also reduce the overall total backlog in maintenance for Falkirk Council and subsequent capital expenditure required. As identified in the condition survey undertaken, the total backlog maintenance is estimated at £249,313.

7.5 The Council in foregoing the capital receipt requires ensuring that there is compliance with s11 of the Local Government in Scotland Act 2003 which amends s74 of the Local Government (Scotland) Act 1973 allowing local authorities to dispose of land for less than best consideration but only in certain circumstances and the Disposal of Land by Local Authorities (Scotland) Regulations 2010. The proposal is following assessment considered to be compliant with benefits of the transfer and the activities proposed greatly outweighing the disbenefit of foregoing the capital receipt.

7.6 The Council has to consider whether the Subsidy Control Act 2022 applies. This Act sets out a four limbed test all of which must be met for the provisions to apply. Officers consider that the proposals do not meet the criteria for 2 of the tests as the group does not fall within the definition of an enterprise and does not impact any defined market with the subsidy being available across the area to similar proposals.

7.7 No equipment was transferred to group as part of the handover at the commencement of the FRI Licence, therefore it was determined that there was no subsidy.

7.8 The Enablement Fund request of £101,738 is contained within the existing SPR financial model and would be provided through the General Services Capital Programme.

Resources

7.9 Proposals outlined in the report will be managed within existing Property, Legal, Finance and SPR staff resources.

Legal

7.10 Given there are 2 applications, this could potentially lead to a review process. Elected Members in such circumstances will be provided with briefings on the procedural specifics of this.

7.11 In the event of a review or an appeal there will be a prohibition on disposing of the property until the review or appeal has been concluded.

7.12 Employment issues: No employees remain at the building being considered by this report. Having considered the options available to them, all employees chose to accept either voluntary severance or redeployment and therefore no TUPE considerations apply.

7.13 In terms of the 2015 Act a Decision Notice must be issued to the group advising of Council's decision to agree or refuse the request, and the reasons for that decision, by 16/08/2026.

7.14 Legal documents pertaining to the conveyance to facilitate the ownership transfer of the asset will be required and the CTB has 6 months from the date of the Decision Notice to make a formal offer to the Council.

7.15 Both parties will meet their own legal fees and associated costs. The cost of outlays such as copy deeds, property searches, plan reports, coal mining reports, property enquiry certificates and others will be met by RMWG.

7.16 The Statutory process for dealing with Community Asset transfer requests is contained in the 2015 Act and associated Asset Transfer Request (Procedure) Scotland Regulations 2016. Both applications have been received, validated and published in accordance with the legislation. In terms of the 2016 Regulations, representations on CAT applications can be made within 20 working days from point of publication. Following this, applicants have 20 working days to provide a response on any such representations. Representations were received in respect of both applications. Both applicants were then invited to provide a response on their respective representations. RMWG provided a response on representations relating to their application within the statutory 20 working day period. FTCH did not respond within the statutory 20 working day period however a short extension was agreed with FTCH and a response has been provided.

7.17 RMWG representations and response are provided in Appendix 11. The FTCH representation and response is provided in Appendix 12. These representations and responses have been reviewed as part of the assessment and evaluation process. These representations and responses are the views of the individuals and organisations responding to the statutory consultation and are not the views of the Council. The Council does not accept any liability or responsibility for the views expressed therein. These representations are published in accordance with the terms of the Asset Transfer Request (Procedure) (Scotland) Regulations 2016.

Risk

7.18 Transferring the asset to RMWG to invest and develop it will reduce statutory compliance requirements, maintenance and condition costs and reputational risks to Falkirk Council. Financial risks and all responsibilities associated with the property will transfer to RMWG.

7.19 There is a risk that upon transfer RMWG are unable to manage it as planned. This is considered a low risk, given the group's established activities and experience; following appraisal by officers there is confidence in their capacity and leadership.

7.20 There is a risk that given there are two competing applicants and Officers are recommending the asset transfer to RMWG, lets currently managed by FTCH will be concerned about their future use of the building. RMWG have provided assurance that all groups who currently use the building will have their lets honoured and none will be displaced as a result of a community asset transfer to RMWG.

7.21 The Scottish Government Guidance on community asset transfer notes that the constitution of a CTB requires to include provision that its surplus funds or assets must be applied for the benefit of the community. A CTB eligible for ownership requires to have provision that on winding up any surplus property, after the satisfaction of liabilities, passes to another charity or community body. This means that any property acquired by asset transfer cannot be used or sold for the private profit of the members of the group.

7.22 Notwithstanding that, it is proposed that the Council retains the option to take the property back in certain circumstances. In the event that (1) the property is to be sold or otherwise disposed of by RMWG, (2) RMWG is wound up or (3) RMWG no longer use the property for the use proposed by them, or a use which complies with

their charitable purposes as approved by the Office of Scottish Charities regulator (OSCR), the Council will be entitled to the option of first right of refusal to reacquire the property.

7.23 Such right to reacquire the property shall be for market value for existing use and shall not be timebound. For the first 10 years the Council's financial support, made up of the market value foregone, plus any Enablement Fund written down (depreciated) over the 10-year period (ie. 10% per year), will be deducted from the market value for existing use at the pre-emption date, and where the outcome is positive this is the price to be paid.

7.24 The right of first refusal to reacquire the property shall not, however, operate in the event of a sale, disposal or transfer by/from RMWG to another charitable body which has objectives which are substantially the same as those of RMWG and which would result in the property continuing to be used for a use which is substantially the same as the use proposed by RMWG.

7.25 It is important to note that external funders to organisations may seek security for their funding, and the Director of Place Services should be authorised to negotiate and, as appropriate, agree such arrangements where they impact on the Council. Any transfer back to the Council would most likely involve discussion with the Office of the Scottish Charity Regulator (OSCR). The property would then be anticipated to be processed in line with Surplus Property Procedures having regard to discussions with OSCR.

7.26 There is a risk that given there are two competing applications, this will lead to a review. There are established processes and protocols for these circumstances.

Equalities

7.27 In line with the approach adopted through the Strategic Property Review an Equality and Poverty Impact Assessment (EPIA) was prepared with reference to the closure of the facility, showing a variety of negative potential impacts.

7.28 Both RMWG and FTCH CAT applications were evaluated for the purposes of Equality and Poverty Impact Assessment. Officers are satisfied that both groups have undertaken the required engagement and work to address the requirements of an EPIA. These are contained within the respective CAT applications.

7.29 Approval of the Community Asset Transfer as set out in this report will ensure the facility remains available to local groups and will mitigate any potential impact on Equalities. As a result, the Community Asset Transfer will not disproportionately disadvantage any person or group of persons identified as potentially having a protected characteristic. The EPIA on the decision of this report is shown in appendix 13.

Sustainability/Environmental Impact

7.30 A sustainability assessment is not required.

Impact on Climate Change Targets

7.31 The transfer of Thornhill Community Centre would have a positive impact on the Council's organisational 2030 net zero target by reducing the emissions generated from electricity, gas and water consumption by 12 tonnes of carbon dioxide equivalent, based on 2025 figures.

7.32 It is acknowledged that whilst the reduced emissions will positively impact the Council's organisational targets, the facility will still generate Co2 emissions that will impact the wider area emissions.

8. Conclusion

8.1 Following the statutory process and robust assessment of two CAT applications submitted for Thornhill Community Centre, Officers are recommending the asset transfer of the property to RMWG.

8.2 RMWG wish to undertake a community-led transformation of the Thornhill Community Centre. They are requesting full ownership of the building, at the cost of £1. The group has costed plans for capital works to upgrade the facility including solar panels to improve energy efficiency and works to the kitchen and pavilion to support the ongoing viability of the CAT.

8.3 The proposal includes a request to the Council's Enablement Fund for £101,738 to support the delivery of these capital improvements works to the property.

8.4 RMWG have provided a robust Business Plan.

8.5 A full assessment of the proposals has concluded that the group have strong leadership, the business plan is comprehensive, viable and sustainable.

8.6 Officers are satisfied that the proposal is compliant with legal requirements on the disposal of assets at less than market value. The council will realise an annual revenue saving of £10,790 through transferring the property which is in line with the Strategic Property Review agreed savings.

8.7 The transfer of the facility will support community empowerment, enable future investment and deliver significant local benefits including positive health and wellbeing outcomes. The group's activities are in alignment with the Council Plan 2023 – 2027.

Director of Place Services

Author: [redacted]

Date: 20 May 2026

Appendices

Appendix 1 – Thornhill Community Centre Disposal Plan
Appendix 2 – Summary of Panel Assessment Scoring
Appendix 2A – Assessment key facts summary for RMWG
Appendix 2B – Assessment key facts summary for FTCH
Appendix 3 – RMWG Constitution
Appendix 4 - RMWG Application Form
Appendix 5 – RMWG Business Plan
Appendix 6 – FTCH Constitution
Appendix 7 – FTCH Application Form
Appendix 8 – FTCH Business Plan
Appendix 9 – RMWG Community Consultation and Letters of Support
Appendix 10 – FTCH Community Consultation and Letters of Support
Appendix 11 – RMWG Representations and response
Appendix 12 – FTCH Representations and response Appendix 13 - EPIA

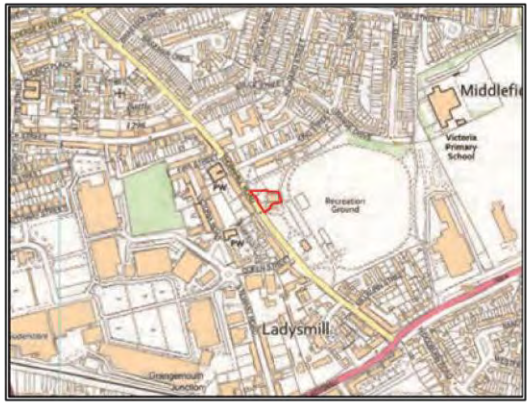
List of Background Papers

The following papers were relied on in the preparation of this report in terms of the Local Government (Scotland) Act 1973: x Insert list here or if none state "None."

Appendix 1



Falkirk Council



LOCATION PLAN scale: 1:10,000

Subject:

Thornhill Community Centre

Area: 1404 sqm (0.347 acre) or thereby.

Scale:	Plan No:	Date:
1:500	3205	3.5.2024

Place Services

Falkirk Stadium, 4 Stadium Way, Falkirk, FK2 9EE

0 10 20 40 Meters

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O.S.Ref NS8980

Appendix 2

Appendix 2 - Summary of Panel Assessment Scoring

	Average - RMWG	Average - FTCH	Comments
Objectives	4.7	4.3	Panel view that RMWG was more community focused in its objectives than FTCH which provided less evidence and appeared to have a greater commercial focus
Financial	4.3	4.3	Costs identified for Council are same for both applications
Volunteering Hours	4.8	4.7	FTCH have identified volunteer hours but not identified how many volunteers to understand if this is sustainable. RMWG have identified 20 volunteers.
Economy	4.3	4.3	Both RMWG and FTCH support local economic development.
Regeneration	4.2	3.8	Panel view RMWG talk about supporting community regeneration and FTCH talk about commercial activity to support regeneration. Panel noted that local businesses were named in FTCH business plan as competitors.
Public Health	4.5	3.8	Panel view that Scottish Government priorities for Public Health, were more aligned to RMWG application than FTCH. In addition, the panel view is that RMWG application is more aligned with the public health needs of local area than FTCH. Panel notes that for some FTCH activity that would be chargeable, this is offered free on NHS.
Social Wellbeing	4.6	3.8	Current lets for both RMWG and FTCH benefit social wellbeing, however panel view is that RMWG demonstrated better understanding of social wellbeing.
Environmental	4.2	3.8	Whilst both groups have identified environmental improvements to support their asset transfer, RMWG have an embedded environmental approach which includes continuing their environmental education sessions and workshops.
Reducing Inequalities	4.3	3.5	Panel view is RMWG were more focused on providing community support and noted that FTCH providing lower cost for therapies does not reduce inequality
Promoting Equality	4.2	3.5	Both groups undertook an Equality and Poverty Impact Assessment questionnaire which was satisfactory. Panel view is RMWG were more focused on providing community support and noted that FTCH providing lower cost for therapies does not promote equality
Governance	5.0	4.7	Both groups are properly constituted for the purposes of the Community Asset Transfer. Panel view is that volunteer experience and track record in a volunteer capacity is stronger for RMWG and FTCH is limited in this area.
Funding/ Resources	4.3	3.3	RMWG have a good funding track record and current funding position. FTCH have identified potential funders but don't have same track record of obtaining funding.
Sustainability	3.8	3.7	Recognised that both RMWG and FTCH have limited experience in operating the building. Panel view is that the RMWG is a more established group.
Performance Management	3.3	3.7	Both FTCH and RMWG identified performance measures associated with the asset transfer. Panel view is that FTCH have a broader scope for performance management including both quantitative and qualitative measurements.
Community Involvement	3.8	3.7	Both RMWG and FTCH undertook community engagement however the panel view is that there could have been improved community involvement and methodology behind the engagement.
Local Community Support	3.8	3.3	Panel view is that both RMWG and FTCH engaged with core groups. Unclear on community support for FTCH wider activity i.e. therapies. Panel view is that FTCH appear more commercial and RMWG appear more dedicated to community activity.
Total /80	**68**	**62**	

Very Strong	69-85
Strong	**52-68**
Moderate	35-51
Weak	18-34
Poor	0-17

****Both applications were considered to be strong**

Appendix 2A - Assessment key facts summary for RMWG
COMMUNITY ASSET TRANSFER

Name of property Thornhill Community Centre	Name of group Rainbow Muslim Womens Group	SCIO number or equivalent SCIO - SC047758	Sale or lease Sale	Length of lease N/A	Rental per annum (or outright cost) £1

		APPLICATION DETAILS	ADDITIONAL COMMENTS	SCORING
BENEFITS (OUTCOMES)				
1. Objectives	Do project outcomes contribute to achieving the Council's priorities?	The project aligns with all of the Council's Strategic Plan priorities of supporting stronger and healthier communities; promoting opportunities and educational attainment and reducing inequalities; and supporting a thriving economy and a green transition. Supporting stronger and healthier communities is at the heart of community ownership		4.7
2. Financial	Is there a financial saving on public sector costs?	An asset transfer of the property will generate an estimated annual revenue saving of £10,790 to the Council (£9,360 from the Hall plus £1,430 from the pavilion)		4.3
	Is there an enhanced provision of public benefit through volunteering hours?	They estimate they generate 4,576 volunteer hours per annum Generating a financial equivalent of over £100,400 public benefit per annum		4.8
	Current market valuation of the property whether by sale or rent	£85,000 market value £10,500 per annum market rent		
	Backlog maintenance figure from C&B report	£249,313		
3. Non-financial benefits	What is the impact on:			

	(i) economy	A busy, thriving Hall will bring more people to the neighbourhood and contribute to increased footfall at businesses and amenities. The group states: "We are seeking to acquire Thornhill Community Hall to establish a permanent, inclusive space that serves not only the Rainbow Muslim Women's Group but the wider Falkirk community. This centre will be a vibrant, welcoming hub where people of all backgrounds — women, families, young people, the elderly, and local organisations — can come together to connect, learn, and grow. Thornhill Community Centre already hosts a variety of valuable activities, including Zumba classes, music lessons, art workshops, kettlecise, church-led sessions, and mental and emotional wellbeing programmes. We fully envisage these existing activities continuing and thriving. Our vision is to build on this strong foundation by introducing new programmes — such as affordable skills training, a community café, and expanded support services — that respond to emerging needs and reflect the evolving aspirations of the community." The group state that economic empowerment through skills development is a significant part of their core work with ethnic minority women, providing training and pathways to employment, helping individuals gain independence, and contribute to the local economy. They state that by encouraging and supporting women to start their own businesses, jobs are created and the local economy is stimulated. Strengthening community ties through cultural and social activities creates a supportive environment for economic activities,		4.3

		while developing leadership skills among women leads to more effective community advocacy and economic planning.		
	(ii) regeneration	Proposed upgrades to the building will have good regeneration outcomes including reducing electricity costs to make the business more viable, by the installation of solar panels. Enhancing the building's appearance and surroundings will make it a welcoming and attractive space for all community members, improving the quality of life and attracting more residents and businesses. Engaging youth in educational and recreational programs will reduce anti-social behaviour and its environmental impact.		4.2

	(iii) public health	Many of the classes running in the Hall contribute towards good wellbeing of participants including: Zumba classes, music lessons, art workshops, kettlecise, church-led sessions, and mental and emotional wellbeing programmes. The group state that they will honour all the existing hall lets. The core RMWG activities will be run from the renovated pavilion space (currently lying unused) to allow current lets to continue operating in the Hall. Where RMWG activities require the kitchen, the pavilion will be offered as alternative accommodation to current lets. The group states that in their core work they will continue in empowering women to make informed health choices, by conducting workshops addressing issues like nutrition, exercise, disease prevention, smoking cessation, substance abuse, and domestic violence, working with local health authorities to implement community-wide health initiatives. The group states that their support groups help individuals manage stress and anxiety, with mindfulness and relaxation exercises improving overall mental wellbeing. Healthy eating is promoted through cooking classes and nutritional education. Regular exercise is encouraged with physical activity programmes. They state that their information sessions on prenatal and postnatal care ensure the health and wellbeing of mothers and babies, while their food bank and parcel delivery service support families and individuals with food provision.		4.5
	(iv) social wellbeing	Engaging in health and fitness activities in a community setting helps participants feel more connected within their networks. Involvement in the various clubs and groups helps to combat social isolation. The group states that by organising social events and gatherings, they are able to foster a sense of community and belonging among members of their community, while encouraging volunteerism to enhance social cohesion and provide meaningful ways for individuals to contribute to their community. In addition they cite the positive wellbeing outcomes which flow from their offering of peer support groups, mentorship programmes, cultural celebrations and festivals, recreational		4.6

		activities, adult education classes, parental support, advocacy and leadership skill development. The group states that while their roots lie in supporting ethnic minority women, their work "*has grown to encompass a wide range of communities across Falkirk, including families, young people, older adults, and individuals facing social isolation or economic hardship*". They state that they have "*delivered programmes in various neighbourhoods — from wellbeing and food support to youth engagement, digital inclusion, and intergenerational activities — always shaped by local needs and open to all, regardless of background, age, gender, or ethnicity."*		
	(v) environment / climate change (including figures on carbon dioxide equivalent)	The transfer of Thornhill Community Centre would have a positive impact on the Council's organisational 2030 net zero target by reducing the emissions generated from electricity, gas and water consumption by 12 tonnes of carbon dioxide equivalent, based on 2025 figures. It is acknowledged that whilst the reduced emissions positively impact the Council's organisational targets, the facility will still generate Co2 emissions that impact the wider area emissions; these will be somewhat mitigated by the installation of solar panels as planned by the group. The group states that a community-owned building means creating a hub for sustainable initiatives and a place where the community can come together to learn, share, and implement eco-friendly practices. They will continue their long association with 3 local charities to deliver their environmental work: **Bo'ness-based Sustainable Thinking Scotland SCIO:** RMWG distribute fresh produce from the Foodbank Farm to those in need. **The Cyrenians:** RMWG Collect and distribute surplus food from supermarkets to avoid landfill. **Forth Environment Link:** RMWG deliver plant-based cookery lessons to different demographics and host workshops on climate adaptation They state that they conduct workshops and seminars on sustainable living practices, such as reducing waste, recycling, water conservation, sustainable active transport, and conserving energy, and plan to implement initiatives like community clean-up days and recycling programmes. They state that promoting sustainable practices and green initiatives in and around the building will improve the local environment and attract ecoconscious businesses and residents. The group have applied to the Enablement Fund for the installation of solar panels to reduce carbon emissions.		4.2
	(vi) other			

Appendix 2A - Assessment key facts summary for RMWG
COMMUNITY ASSET TRANSFER

4. Equality	What evidence is there that the project:			

	(i) contributes to reducing inequalities (protected characteristics)	The core work of the group is the empowerment of women from an ethnic minority background, who by virtue of their race and sex, may face barriers. The group is a trusted partner, working with statutory services including the Council and the NHS to deliver training and activities in a culturally sensitive manner to their members, who might not always feel able to engage with these services outwith the group. The group has always worked with economically disadvantaged communities of all backgrounds as described in letters of support from the Avonbridge Community Association and Fairer Falkirk, particularly in the delivery of food and facilitation of cookery lessons. The group have been recipients of the council's School Holiday Fund since 2022, supporting low-income families with nutritious meals and engaging activities during school holidays.		4.3
	(ii) Promotes equality	The group states that they have been a cornerstone of community empowerment in Falkirk for over two decades, fostering unity across diverse ethnic backgrounds through food banks, educational programmes, cultural events, and inclusive support services. They state that their proposal is more than a building, being an investment in social cohesion, wellbeing, and the future of Falkirk's multicultural society. They state that they will create a welcoming space that brings together people from all ethnic backgrounds, fostering mutual understanding, cultural exchange, and social harmony.		4.2
ABILITY TO DELIVER / SUSTAINABILITY				
5. Governance / Accountability	Are appropriate governance structures in place?	Yes, the group is a 2-tiered SCIO with a suitable Community led membership and properly formed Board of Trustees, as required by Part 5 of the Community Empowerment Act (Scotland) 2015.		5

Appendix 2A - Assessment key facts summary for RMWG
COMMUNITY ASSET TRANSFER

6. Availability of Resources / Business Plan	Has the group identified all the resources required, such as funding, staff and volunteer resources with the appropriate skills, and are they sufficient to deliver the project?	**Funding** Through fundraising and grant funding the group have secured an average of £40,000 per year since 2020 (Business Plan p.53) They are currently in Year 1 of a £40,000 grant (unrestricted funding) from Corra Foundation, payable over 5 years. **Enablement Fund** – Details of the Enablement Fund request is contained with the CAT application. **Staff** 2 part-time staff **Volunteers** Over 20 active volunteers **Trustees** 5 Trustees who have served the organisation for between 20 years and 5 years each.		4.3

		Further information is provided in the business plan		
7. Sustainability	Has it been demonstrated that the resources are sustainable over the lifetime of the project?	The organisation has been operational for over 20 years with a track record of partnership working and securing funding (typically around £40,000 annual income from diverse sources). They have provided letters of support from the Council's Fairer Falkirk and Homelessness support teams as well as the following local charities and third sector organisations: Braveheart Foundation, The Conservation Volunteers, Central Scotland Regional Equality Council, Forth Environment Link, Avonbridge Community Association, Sustainable Thinking Scotland and Causeway Music Project. Both Braveheart and The Conservation Volunteers have registered their interest in delivering some services from the building, in collaboration with RMWG if the CAT is successful. They have secured five years of unrestricted funding to support operational and repair costs, and benefit from a large, active volunteer base that reflects the diversity of the wider Falkirk area. (Business Plan p. 39)		3.8

Appendix 2A - Assessment key facts summary for RMWG
COMMUNITY ASSET TRANSFER

8. Performance Management	How does the group propose to monitor and report on the achievement of the desired outcomes?	They state they will monitor usage and participation on a quarterly and annual basis aiming to increase usage by 50% within the first 2 years. They will record attendance figures, membership levels, social media engagement, and website traffic. .		3.3
COMMUNITY SUPPORT				
9. Community Involvement	Has it been demonstrated that the community were involved in developing the proposal?	Yes. The group has submitted a breakdown of their engagement results. They received 135 responses to their public online survey (Facebook) In this survey, 95.6% of respondents answered yes to the question "*Do you support the idea of this group taking on its own premises and making it into a community cultural hub open to all?"* They also received a highly positive response when asked if people would use the facility, and have incorporated respondents' activity ideas into their planning (eg. cookery, fitness, crafting etc). In addition, they received 52 responses to their internal consultation with their members. The written answers all attest to the positive impact the organisation has on their members' lives. Around 92% of respondents answered "yes" or "maybe" when asked if it would make a difference to have a designated space for activities.		3.8
10. Local Community Support	What evidence has been provided of local community support?	As previously stated, a number of local groups and agencies have submitted letters of support praising the RMWG's work with service users. They have submitted a photograph of their suggestion board for users, as well as 3 documents capturing the user statements and pie-chart results of their surveys.		3.8
OTHER		**Letters of support have been provided.**		

Is the building currently staffed?	No employees remain at the building being considered by this report. Having considered the options available to them, all employees chose to accept either voluntary severance or redeployment and therefore no TUPE considerations apply.		

Appendix 2A - Assessment key facts summary for RMWG
COMMUNITY ASSET TRANSFER

CONCLUSION	
COMMENTS	**OVERALL ASSESSMENT (See Table below)**
Applicant has met the requirements of the Act and provided information in relation to all assessment criteria.	68/80 Strong

Evidence	**Overview**
Very strong	Governance and financial arrangements are strong and sustainable. Best Value characteristics are evidenced and contained throughout the overall approach. Related projected benefits are very robust and demonstrate value for money: suitability, effectiveness, prudence, quality, value and the avoidance of error and other waste.
Strong	Governance and financial arrangements are sound and sustainable. Best Value characteristics are in evidence in the proposal. Related projected benefits are demonstrated well and represent value for money.
Moderate	Governance and financial arrangements are in place and acceptable. Best Value characteristics have been considered as part of the proposal. Related projected benefits are acceptable and could lead to value for money.
Weak	Governance and financial arrangements are weak. Best Value characteristics are not well demonstrated in the proposal. Related projected benefits are not based on robust information and demonstrates questionable value for money.
Poor	Governance and financial arrangements are poor. There is little evidence of Best Value characteristics in the proposal. Related projected benefits are ill defined and/or unrealistic and do not demonstrate value for money.

Appendix 2B – Assessment key facts summary for FTCH
COMMUNITY ASSET TRANSFER

Name of property Thornhill Community Hall	Name of group Falkirk Thornhill Community Hall SCIO	SCIO number or equivalent SC047801	Sale or lease Sale	Length of lease N/A	Rental per annum (or outright cost) £1

		APPLICATION DETAILS	ADDITIONAL COMMENTS	SCORING
BENEFITS (OUTCOMES)				
1. Objectives	Do project outcomes contribute to achieving the Council's priorities?	The project aligns with all of the Council's Strategic Plan priorities of supporting stronger and healthier communities; promoting opportunities and educational attainment and reducing inequalities; and supporting a thriving economy and a green transition. Supporting stronger and healthier communities is at the heart of community ownership		4.3
2. Financial	Is there a financial saving on public sector costs?	An asset transfer of the property will generate an estimated annual revenue saving of £10,790 to the Council (£9,360 from the Hall plus £1,430 from the pavilion)		4.3
	Is there an enhanced provision of public benefit through volunteering hours?	They estimate they generate 5,424 volunteer hours per annum Generating a financial equivalent of over £105,000 public benefit per annum		4.7
	Current market valuation of the property whether by sale or rent	£85,000 market value £10,500 per annum market rent		
	Backlog maintenance figure from C&B report	£249,313		
3. Non-financial benefits	What is the impact on:			

Appendix 2B – Assessment key facts summary for FTCH
COMMUNITY ASSET TRANSFER

	(i) economy	A busy, thriving Hall will bring more people to the neighbourhood and contribute to increased footfall at businesses and amenities. The group state that closure of the Hall would mean the 12 current groups and 386+ weekly users will fragment, with services ceasing or relocating, and the intergenerational and cross-community connections built over a decade will be lost. They state that community ownership will support local economic development through affordable workspace for self-employed therapy practitioners and small businesses, with corporate hire rates being discounted for small and medium sized businesses. Volunteer opportunities will build employability skills and create pathways into jobs. The industrial kitchen will be used for hospitality training and a planned foodbank and community café. The group state that Community Asset Transfer will also deliver direct savings to Falkirk Council of over £91,000 over five years, comprising utilities (£61,100), maintenance (£23,884), insurance (£4,403) and staffing (£2,006). Procurement of maintenance, supplies and services will prioritise local contractors and suppliers, supporting local small businesses and self-employed practitioners to embed Community Wealthbuilding principles into a practical, working example of community-led local economic development.		4.3

	(ii) regeneration	Proposed upgrades to the building will have good regeneration outcomes, including reducing electricity costs to make the business more viable, by the installation of LED lighting and a new pavilion roof with improved thermal performance. The group intend to convert the pavilions into therapy and wellbeing spaces for hire by private practitioners alongside a flexible multi-purpose room. The kitchen will be upgraded to an industrial training kitchen and community café, aiding vocational training opportunities with local education providers. The group state that the Hall occupies a strategically central and accessible location directly behind the Central Retail Park which attracts millions of visitors each year, and that regenerating it will transform a standard public asset into a modern, energy-efficient, multifunctional community hub, preserving its heritage significance while ensuring it is fit for purpose for decades to come and secures the building for continued community use.		3.8

	(iii) public health	The group states that the Hall currently delivers a co-located health and wellbeing ecosystem which functions as a comprehensive preventative health hub complementing statutory provision and reducing system pressure. They plan to convert the pavilions for the following purposes: **Pavilion 1** – Counselling, hypnotherapy, sensory and neurodivergent-inclusive rooms, quiet space for reflection (Therapy and Wellbeing Suite) **Pavilion 2** – Yoga, meditation, employability training, digital skills classes, small corporate hire, volunteer training, with a mini catering facility (Flexible Multi-Purpose Room) The group are committed to honouring all existing lets including fitness and dance classes; badminton; mental health support groups; brain injury rehabilitation; arts programmes for neurodiverse and ASN support groups etc. They state that the renovated kitchen will aid delivery of nutritional information and community food, while therapy and early intervention will expand significantly post-CAT when the Pavilions are converted.		3.8
	(iv) social wellbeing	There is evidence of long standing lets. The group affirm that co-location is a social wellbeing benefit building shared identity, reducing the siloing of age groups, carers, and vulnerable cohorts into separate service islands, and that the range of current user groups shows the importance of safeguarding intergenerational continuity and preventing fragmentation of community life. The group state that to ensure social wellbeing is accessible to everyone, rather than controlled by informal gatekeeping, they will operate a neutral hub model using an online booking system, a tiered pricing structure, and a proportional usage model. Involvement in the various clubs and groups helps to combat social isolation. The group have identified that for more than 139 regular participants from the current lets, the Hall is their primary point of routine social contact and trusted connection. They state that losing		3.8

		that weekly anchor increases the risk of deterioration, relapse, disengagement from services, and escalation into crisis support. The group assert that social wellbeing benefit produced at the Hall is measurable, and is created by protecting and expanding a functioning ecosystem rather than replacing it with a single-use model. The group state that in social wellbeing terms, the CAT delivers best value because it (1) tackles the area's most prevalent support need, (2) protects high-impact provision for protected characteristic groups, (3) reverses real displacement already occurring, and (4) strengthens the whole ecosystem through a neutral, transparent model that grows capacity without displacing what is already established		

	(v) environment / climate change (including figures on carbon dioxide equivalent)	The transfer of Thornhill Community Centre would have a positive impact on the Council's organisational 2030 net zero target by reducing the emissions generated from electricity, gas and water consumption by 12 tonnes of carbon dioxide equivalent, based on 2025 figures. It is acknowledged that whilst the reduced emissions positively impact the Council's organisational targets, the facility will still generate Co2 emissions that impact the wider area emissions; these will be somewhat mitigated by the installation of LED lighting and a new pavilion roof which will improve thermal performance, reducing maintenance overheads, consumption, and carbon emissions. The group identify that travel emissions are reduced through the local provision of essential health, mental health, and social services. They state that they will conduct phased building maintenance, preventing the "carbon waste" associated with fabric deterioration. If successful, the group are planning to apply to CARES, Energy Scotland, and FCC Communities Fund for new doors and windows, solar panels, heating upgrade and modern energy-efficient infrastructure. The group have applied to the Enablement Fund for the installation of LED lighting and new pavilion roof.		3.8
	(vi) other			
4. Equality	What evidence is there that the project:			
	(i) contributes to reducing inequalities (protected characteristics)	The group are committed to honouring all existing lets, including groups that serve older adults; families and maternal health; ethnicity and faith-based groups; and survivors of trauma. Many of these people face socio-economic disadvantage. **Disability:** The group state that they are committed to accessibility through step-free entry with ramps, automatic doors, accessible toilets with grab rails, wide corridors, and designated disabled parking. Non-slip flooring, good lighting, and hearing loops will support those with visual or hearing impairments. Quiet and sensory-friendly spaces, alongside adjustable lighting, will benefit people with sensory sensitivities. Inclusive activities include adapted exercise classes, creative workshops, peer support groups, employability sessions, and sensory play for children. Together, these provisions create a welcoming environment where people of all abilities can participate fully. They intend to		3.5

Appendix 2B – Assessment key facts summary for FTCH
COMMUNITY ASSET TRANSFER

		install an induction loop and disabled alarm system, directly supporting users with hearing impairments and mobility needs. **Poverty:** The group states that the costs of counselling, hypnotherapy, chronic pain support and complementary health provision will be actively addressed through concessionary and free access, funded places, a hardship fund for users unable to afford standard rates, and partnerships with organisations to support or provide free or subsidised services at rates 45 - 60% below commercial equivalents.		
	(ii) Promotes equality	The group plans to mitigate local Socio-Economic Disadvantage through: x **Tiered Pricing:** Maintaining therapy room rates at a transparent £10 per hour to ensure therapeutic support remains affordable for residents and small providers. x **Inclusive Governance:** Using the Hallmaster system to eliminate informal gatekeeping and ensure that access is auditable, fair, and open to all. x **Funded provision:** supported programmes through funding and grant and collaboration. The group state that they will be addressing Socio-Economic Disadvantage through their direct support of the Fairer Scotland Duty by removing financial barriers to participation.		3.5
ABILITY TO DELIVER / SUSTAINABILITY				
5. Governance / Accountability	Are appropriate governance structures in place?	Yes, the group is a 2-tiered SCIO with a suitable Community led membership and properly formed Board of Trustees, as required by Part 5 of the Community Empowerment Act (Scotland) 2015.		4.7
6. Availability of Resources / Business Plan	Has the group identified all the resources required, such as funding, staff and volunteer resources with the appropriate skills, and are they sufficient to deliver the project?	**Funding** The group has identified more than 50 potential funders they can apply to. **Enablement Fund** – Details of the Enablement Fund request is contained with the CAT application. Please note, the figures in the business plan are no longer required. **Staff** The group plan to recruit staff after 2 years **Volunteers** Number of registered volunteers not provided, but group estimates 5,424 volunteer hours consisting of 4,100 hours for operational volunteers plus 1,324 hours from board of trustees. **Trustees** 5 Trustees who have served the organisation for between 2 years and 3 months each. Further information is provided in the business plan		3.3

Appendix 2B – Assessment key facts summary for FTCH

COMMUNITY ASSET TRANSFER

7. Sustainability	Has it been demonstrated that the resources are sustainable over the lifetime of the project?	The SCIO draws upon a membership of 44 individuals and a volunteer workforce contributing 4,100 hours annually. This volunteer team supports the charity with: • IT needs, Social Media, and the management of the 24/7 Hallmaster booking system. • General building maintenance, repairs, and redecoration.		3.7
		• Day to day operations, including opening and closing, cleaning, and facilities monitoring, compliance and to meet regulations and statutory obligations.		
8. Performance Management	How does the group propose to monitor and report on the achievement of the desired outcomes?	The proposed pavilion reconfiguration will increase the total potential lettable hours from 395 hours per month to 2,370 hours per month; they state they will monitor usage and participation with the aim of increasing hall usage by 62 additional hours a month by year 4. They state that they will be measuring social value, impact, equality, affordability, and governance**.**	.	3.7
COMMUNITY SUPPORT				

Appendix 2B – Assessment key facts summary for FTCH

COMMUNITY ASSET TRANSFER

9. Community Involvement	Has it been demonstrated that the community were involved in developing the proposal?	Yes. The group states that all existing user groups were consulted, securing interest from anchor lets using online and paper-based surveys. The group launched a new FB page which grew quickly. The survey was shared across 13 FB groups. Existing user groups, businesses, the Society of Sir John de Graeme and Forth Valley College have produced strong indications of partnership, collaborations, and anchor let interest. Trustees spoke to shoppers and 8 local businesses in the Retail Park who were supportive of their plans "*There is a strong appetite for therapy and wellbeing services, including counselling and hypnotherapy, that could help unburden the NHS and offer accessible care for people who cannot afford private provision*." Survey feedback includes the following proposed usages: x We would use this space for one to one support with service users for interviews for rehab and application form assistance x Guided Meditation Sessions x KCR - Kinetic Chain Release and Connective tissue work x For private meetings x Meditation and Mindfulness and 1-2-1 support x Counselling services and private therapies The document entitled Community Engagement Evidence contains a screenshot indicating that there were 126 responses to a Google Survey. 98.4% of respondents (124 out of 126) support the hall remaining open and becoming community-owned. There 3 emails endorsing the current committee and the Falkirk Spiritual and Psychic Development class. Page 21 of the Business Plan features 113 verbatim quotes from respondents, 1 of which is an endorsement of the current committee. The remainder are arguing against the closure of the hall:	Page	3.7

		x Lack of services already in Falkirk. Closing another centre will adds to the already growing problem. It's a much needed hall. x Another hall closed will result in our community falling apart. It will be more of an "everyone for yourself" type of place. No togetherness, nothing to look forward to or take pride in. Another safe space for so many taken away. x If community hall was closed we would be unable to hold our meetings and help survivors. It would be almost impossible to find other premises that are central for everyone and that would meet our needs.		

Appendix 2B – Assessment key facts summary for FTCH

COMMUNITY ASSET TRANSFER

10. Local Community Support	What evidence has been provided of local community support?	Screenshots of written responses, and pie-charts from online consultations have been provided. Organisations with current lets have provided letters of support and these include: - Mount Zion International Tabernacle - Connect2 Forth Valley - Willow Tree Performing Arts - HSCP		3.3
OTHER		**Letters of support have been provided.**		
Is the building currently staffed?		No employees remain at the building being considered by this report. Having considered the options available to them, all employees chose to accept either voluntary severance or redeployment and therefore no TUPE considerations apply.		

CONCLUSION

COMMENTS	**OVERALL ASSESSMENT (See Table below)**
Applicant has met the requirements of the Act and provided information in relation to all assessment criteria.	62/80 Strong

Evidence	**Overview**
Very strong	Governance and financial arrangements are strong and sustainable. Best Value characteristics are evidenced and contained throughout the overall approach. Related projected benefits are very robust and demonstrate value for money: suitability, effectiveness, prudence, quality, value and the avoidance of error and other waste.
Strong	Governance and financial arrangements are sound and sustainable. Best Value characteristics are in evidence in the proposal. Related projected benefits are demonstrated well and represent value for money.

Appendix 2B – Assessment key facts summary for FTCH

COMMUNITY ASSET TRANSFER

Moderate	Governance and financial arrangements are in place and acceptable. Best Value characteristics have been considered as part of the proposal. Related projected benefits are acceptable and could lead to value for money.
Weak	Governance and financial arrangements are weak. Best Value characteristics are not well demonstrated in the proposal. Related projected benefits are not based on robust information and demonstrates questionable value for money.
Poor	Governance and financial arrangements are poor. There is little evidence of Best Value characteristics in the proposal. Related projected benefits are ill defined and/or unrealistic and do not demonstrate value for money.

Appendix 3 – RMWG Constitution



CONSTITUTION OF RAINBOW MUSLIM WOMENS GROUP

CONSTITUTION

of

RAINBOW MUSLIM WOMENS GROUP

CONTENTS		
GENERAL	type of organisation, Scottish principal office, name, purposes, powers, liability, general structure	clauses 1 - 10
MEMBERS	qualifications for membership, application, subscription, register of members, withdrawal, transfer, reregistration, expulsion, termination	clauses 11 - 26
DECISION-MAKING BY THE MEMBERS	members' meetings, power to request members' meeting, notice, procedure at members' meetings, voting at members' meetings, written resolutions, minutes	clauses 27 - 53
BOARD (CHARITY TRUSTEES)	number, eligibility, election/ retiral/reelection, termination of office, register of charity trustees, office bearers, powers, general duties, code of conduct	clauses 54 - 83
DECISION-MAKING BY THE CHARITY TRUSTEES	notice, procedure at board meetings, minutes	clauses 84 - 99
ADMINISTRATION	sub-committees, operation of accounts, accounting records and annual accounts	clauses 100 - 108
MISCELLANEOUS	winding up, alterations to the constitution, interpretation	clauses 109 - 114

GENERAL

Type of organisation

1 The organisation will, upon registration, be a Scottish Charitable Incorporated Organisation (SCIO).

Scottish principal office

2 The principal office of the organisation will be in Scotland (and must remain in Scotland).

Name

3 The name of the organisation is Rainbow Muslim Women's Group

Purposes

4 The organisation's purposes are:

4.1 The advancement of education

4.2 The organisation of recreational activities with the object of improving the conditions of life for the persons for whom the activities are intended

4.3 The promotion of religious and racial harmony

4.4 The relief of those in need

In furtherance of the aforesaid purposes the organisation shall work in partnership with all relevant stakeholders to deliver our objectives including but not limited to:

x Organise and deliver activities which encourage and promote good physical/ mental health & well-being

x Provide training opportunities to increase the skills and knowledge of participants and to improve their life chances and employability

x Offer opportunities to volunteer with the organisation x Provide social and recreational activities designed to tackle social isolation and loneliness

x Refer or sign post users to relevant services and organisations x Participate in community cohesion activities to promote tolerance, understanding and co-operation and to tackle discrimination and prejudice

x Conduct outreach activity to engage with new and existing users in order to promote the services of the organisation and to build good relations

x Deliver personal development workshops designed to increase the self-confidence of participants

x Organise and deliver cultural events designed to bring diverse communities together and to promote equality and diversity, religious and racial harmony

Powers

5 The organisation has power to do anything which is calculated to further its purposes or is conducive or incidental to doing so.

6 No part of the income or property of the organisation may be paid or transferred (directly or indirectly) to the members - either in the course of the organisation's existence or on dissolution - except where this is done in direct furtherance of the organisation's charitable purposes.

Liability of members

7 The members of the organisation have no liability to pay any sums to help to meet the debts (or other liabilities) of the organisation if it is wound up; accordingly, if the organisation is unable to meet its debts, the members will not be held responsible.

8 The members and charity trustees have certain legal duties under the Charities and Trustee Investment (Scotland) Act 2005; and clause 7 does not exclude (or limit) any personal liabilities they might incur if they are in breach of those duties or in breach of other legal obligations or duties that apply to them personally.

General structure

9 The structure of the organisation consists of:-

9.1 the MEMBERS - who have the right to attend members' meetings (including any annual general meeting) and have important powers under the constitution; in particular, the members appoint people to serve on the board and take decisions on changes to the constitution itself;

9.2 the BOARD - who hold regular meetings, and generally control the activities of the organisation; for example, the board is responsible for monitoring and controlling the financial position of the organisation.

10 The people serving on the board are referred to in this constitution as CHARITY TRUSTEES.

MEMBERS

Qualifications for membership

11 Our membership shall be open to:-

11.1 Women aged sixteen years and over residing in the Falkirk local authority area who wish to further the purpose and objectives of the Organisation.

11.2 The Organisation shall have no less than 20 members as per the criteria described in clause 11.1.

12 Employees of the organisation are not eligible for membership.

Application for membership

13 Any person who wishes to become a member must sign a written application for membership; the application will then be considered by the board at its next board meeting.

14 The board may, at its discretion, refuse to admit any person to membership.

15 The board must notify each applicant promptly (in writing or by e-mail) of its decision on whether or not to admit him/her to membership.

Membership subscription

16 Membership subscription will be payable at the annual general meeting.

Register of members

17 The board must keep a register of members, setting out

17.1 for each current member:

17.1.1 his/her full name and address; and

17.1.2 the date on which he/she was registered as a member of the organisation;

17.2 for each former member - for at least six years from the date on he/she ceased to be a member:

17.2.1 his/her name; and

17.2.2 the date on which he/she ceased to be a member.

18 The board must ensure that the register of members is updated within 28 days of any change:

18.1 which arises from a resolution of the board or a resolution passed by the members of the organisation; or

18.2 which is notified to the organisation.

19 If a member or charity trustee of the organisation requests a copy of the register of members, the board must ensure that a copy is supplied to him/her within 28 days, providing the request is reasonable; if the request is made by a member (rather than a charity trustee), the board may provide a copy which has the addresses blanked out.

Withdrawal from membership

20 Any person who wants to withdraw from membership must give a written notice of withdrawal to the organisation, signed by him/her; he/she will cease to be a member as from the time when the notice is received by the organisation.

Transfer of membership

21 Membership of the organisation may not be transferred by a member.

Re-registration of members

22 The board may, at any time, issue notices to the members requiring them to confirm that they wish to remain as members of the

organisation, and allowing them a period of 28 days (running from the date of issue of the notice) to provide that confirmation to the board.

23 If a member fails to provide confirmation to the board (in writing or by e-mail) that he/she wishes to remain as a member of the organisation before the expiry of the 28-day period referred to in clause 22, the board may expel him/her from membership.

24 A notice under clause 22 will not be valid unless it refers specifically to the consequences (under clause 23) of failing to provide confirmation within the 28-day period.

Expulsion from membership

25 Any person may be expelled from membership by way of a resolution passed by not less than two thirds of those present and voting at a members' meeting, providing the following procedures have been observed:-

25.1 at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion;

25.2 the member concerned will be entitled to be heard on the resolution at the members' meeting at which the resolution is proposed.

Termination

26 Membership of the organisation will terminate on death.

DECISION-MAKING BY THE MEMBERS

Members' meetings

27 The board must arrange a meeting of members (an annual general meeting or "AGM") in each calendar year.

28 The gap between one AGM and the next must not be longer than 15 months.

29 Notwithstanding clause 27, an AGM does not need to be held during the calendar year in which the organisation is formed; but the first AGM must still be held within 15 months of the date on which the organisation is formed.

30 The business of each AGM must include:-

30.1 a report by the chair on the activities of the organisation;

30.2 consideration of the annual accounts of the organisation;

30.3 the election/re-election of charity trustees, as referred to in clauses 59 to 62.

31 The board may arrange a special members' meeting at any time.

Power to request the board to arrange a special members' meeting

32 The board must arrange a special members' meeting if they are requested to do so by a notice (which may take the form of two or more documents in the same terms, each signed by one or more members) by members who amount to 5% or more of the total membership of the organisation at the time, providing:

32.1 the notice states the purposes for which the meeting is to be held; and

32.2 those purposes are not inconsistent with the terms of this constitution, the Charities and Trustee (Investment) Scotland Act 2005 or any other statutory provision.

33 If the board receive a notice under clause 32, the date for the meeting which they arrange in accordance with the notice must not be later than 28 days from the date on which they received the notice.

Notice of members' meetings

34 At least 14 clear days' notice must be given of any AGM or any special members' meeting.

35 The notice calling a members' meeting must specify in general terms what business is to be dealt with at the meeting; and

35.1 in the case of a resolution to alter the constitution, must set out the exact terms of the proposed alteration(s); or

35.2 in the case of any other resolution falling within clause 45 (requirement for two-thirds majority) must set out the exact terms of the resolution.

36 The reference to "clear days" in clause 34 shall be taken to mean that, in calculating the period of notice,

36.1 the day after the notices are posted (or sent by e-mail) should be excluded; and

36.2 the day of the meeting itself should also be excluded.

37 Notice of every members' meeting must be given to all the members of the organisation, and to all the charity trustees; but the accidental omission to give notice to one or more members will not invalidate the proceedings at the meeting.

38 Any notice which requires to be given to a member under this constitution must be: -

38.1 sent by post to the member, at the address last notified by him/her to the organisation; *or*

38.2 sent by e-mail to the member, at the e-mail address last notified by him/her to the organisation.

Procedure at members' meetings

39 No valid decisions can be taken at any members' meeting unless a quorum is present.

40 The quorum for a members' meeting is two thirds of members, present in person.

41 If a quorum is not present within 15 minutes after the time at which a members' meeting was due to start - or if a quorum ceases to be present during a members' meeting - the meeting cannot proceed; and fresh notices of meeting will require to be sent out, to deal with the business (or remaining business) which was intended to be conducted.

42 The chair of the organisation should act as chairperson of each members' meeting.

43 If the chair of the organisation is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the charity trustees present at the meeting must elect (from among themselves) the person who will act as chairperson of that meeting.

Voting at members' meetings

44 Every member has one vote, which must be given personally.

45 All decisions at members' meetings will be made by majority vote - with the exception of the types of resolution listed in clause 46.

46 The following resolutions will be valid only if passed by not less than two thirds of those voting on the resolution at a members' meeting (or if passed by way of a written resolution under clause 50):

46.1 a resolution amending the constitution;

46.2 a resolution expelling a person from membership under clause 25;

46.3 a resolution directing the board to take any particular step (or directing the board not to take any particular step);

46.4 a resolution approving the amalgamation of the organisation with another SCIO (or approving the constitution of the new SCIO to be constituted as the successor pursuant to that amalgamation);

46.5 a resolution to the effect that all of the organisation's property, rights and liabilities should be transferred to another SCIO (or agreeing to the transfer from another SCIO of all of its property, rights and liabilities);

46.6 a resolution for the winding up or dissolution of the organisation.

47 If there is an equal number of votes for and against any resolution, the chairperson of the meeting will be entitled to a second (casting) vote.

48 A resolution put to the vote at a members' meeting will be decided on a show of hands - unless the chairperson (or at least two other members present at the meeting) ask for a secret ballot.

49 The chairperson will decide how any secret ballot is to be conducted, and he/she will declare the result of the ballot at the meeting.

Written resolutions by members

50 A resolution agreed to in writing (or by e-mail) by all the members will be as valid as if it had been passed at a members' meeting; the date of the resolution will be taken to be the date on which the last member agreed to it.

Minutes

51 The board must ensure that proper minutes are kept in relation to all members' meetings.

52 Minutes of members' meetings must include the names of those present; and (so far as possible) should be signed by the chairperson of the meeting.

53 [The board shall make available copies of the minutes referred to in clause 51 to any member of the public requesting them; but on the basis that the board may exclude confidential material to the extent permitted under clause 99.]

BOARD

Number of charity trustees

54 The maximum number of charity trustees is eleven (11); out of that:

54.1 no more than eight (8) shall be charity trustees who were elected/appointed under clauses 59 and 60 (or deemed to have been appointed under clause 58); and

54.2 no more than three (3) shall be charity trustees who were coopted under the provisions of clauses 63 and 64.

55 The minimum number of charity trustees is three (3).

Eligibility

56 A person shall not be eligible for election/appointment to the board under clauses 58 to 61 unless he/she is a member of the organisation; a

person appointed to the board under clause 63 need not, however, be a member of the organisation.

57 A person will not be eligible for election or appointment to the board if he/she is: -

57.1 disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005; or

57.2 an employee of the organisation.

Initial charity trustees

58 The individuals who signed the charity trustee declaration forms which accompanied the application for incorporation of the organisation shall be deemed to have been appointed by the members as charity trustees with effect from the date of incorporation of the organisation.

Election, retiral, re-election

59 At each AGM, the members may elect any member (unless he/she is debarred from membership under clause 57) to be a charity trustee.

60 The board may at any time appoint any member (unless he/she is debarred from membership under clause 57) to be a charity trustee.

61 At each AGM, all of the charity trustees elected/appointed under clauses 59 and 60 (and, in the case of the first AGM, those deemed to have been appointed under clause 58) shall retire from office – but shall then be eligible for re-election under clause 59.

62 A charity trustee retiring at an AGM will be deemed to have been reelected unless: -

62.1 he/she advises the board prior to the conclusion of the AGM that he/she does not wish to be re-appointed as a charity trustee; or

62.2 an election process was held at the AGM and he/she was not among those elected/re-elected through that process; or

62.3 a resolution for the re-election of that charity trustee was put to the AGM and was not carried.

Appointment/re-appointment of co-opted charity trustees

63 In addition to their powers under clause 60, the board may at any time appoint any non-member of the organisation to be a charity trustee (subject to clause 54, and providing he/she is not debarred from membership under clause 57) on the basis that he/she has specialist experience and/or skills which could be of assistance to the board.

64 At each AGM, all of the charity trustees appointed under clause 63 shall retire from office – but shall then be eligible for re-appointment under that clause.

Termination of office

65 A charity trustee will automatically cease to hold office if: -

65.1 he/she becomes disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005;

65.2 he/she becomes incapable for medical reasons of carrying out his/her duties as a charity trustee - but only if that has continued (or is expected to continue) for a period of more than six months;

65.3 (in the case of a charity trustee elected/appointed under clauses 58 to 62) he/she ceases to be a member of the organisation;

65.4 he/she becomes an employee of the organisation;

65.5 he/she gives the organisation a notice of resignation, signed by him/her;

65.6 he/she is absent (without good reason, in the opinion of the board) from more than three consecutive meetings of the board - but only if the board resolves to remove him/her from office;

65.7 he/she is removed from office by resolution of the board on the grounds that he/she is considered to have committed a material breach of the code of conduct for charity trustees (as referred to in clause 82);

65.8 he/she is removed from office by resolution of the board on the grounds that he/she is considered to have been in serious or persistent breach of his/her duties under section 66(1) or (2) of the Charities and Trustee Investment (Scotland) Act 2005; or

65.9 he/she is removed from office by a resolution of the members passed at a members' meeting.

66 A resolution under paragraph 65.7, 65.8 or 65.9 shall be valid only if: -

66.1 the charity trustee who is the subject of the resolution is given reasonable prior written notice of the grounds upon which the resolution for his/her removal is to be proposed;

66.2 the charity trustee concerned is given the opportunity to address the meeting at which the resolution is proposed, prior to the resolution being put to the vote; and

66.3 (in the case of a resolution under paragraph 65.7 or 65.8) at least two thirds (to the nearest round number) of the charity trustees then in office vote in favour of the resolution.

Register of charity trustees

67 The board must keep a register of charity trustees, setting out

67.1 for each current charity trustee:

67.1.1 his/her full name and address;

67.1.2 the date on which he/she was appointed as a charity trustee; and

67.1.3 any office held by him/her in the organisation;

67.2 for each former charity trustee - for at least 6 years from the date on which he/she ceased to be a charity trustee:

67.2.1 the name of the charity trustee;

67.2.2 any office held by him/her in the organisation; and

67.2.3 the date on which he/she ceased to be a charity trustee.

68 The board must ensure that the register of charity trustees is updated within 28 days of any change:

68.1 which arises from a resolution of the board or a resolution passed by the members of the organisation; or

68.2 which is notified to the organisation.

69 If any person requests a copy of the register of charity trustees, the board must ensure that a copy is supplied to him/her within 28 days, providing the request is reasonable; if the request is made by a person who is not a charity trustee of the organisation, the board may provide a copy which has the addresses blanked out - if the SCIO is satisfied that including that information is likely to jeopardise the safety or security of any person or premises.

Office-bearers

70 The charity trustees must elect (from among themselves) a chair, a treasurer and a secretary.

71 In addition to the office-bearers required under clause 70, the charity trustees may elect (from among themselves) further office-bearers if they consider that appropriate.

72 All of the office-bearers will cease to hold office at the conclusion of each AGM, but may then be re-elected under clause 70 or 71.

73 A person elected to any office will automatically cease to hold that office: -

73.1 if he/she ceases to be a charity trustee; *or*

73.2 if he/she gives to the organisation a notice of resignation from that office, signed by him/her.

Powers of board

74 Except where this constitution states otherwise, the organisation (and its assets and operations) will be managed by the board; and the board may exercise all the powers of the organisation.

75 A meeting of the board at which a quorum is present may exercise all powers exercisable by the board.

76 The members may, by way of a resolution passed in compliance with clause 46 (requirement for two-thirds majority), direct the board to take any particular step or direct the board not to take any particular step; and the board shall give effect to any such direction accordingly.

Charity trustees - general duties

77 Each of the charity trustees has a duty, in exercising functions as a charity trustee, to act in the interests of the organisation; and, in particular, must:-

77.1 seek, in good faith, to ensure that the organisation acts in a manner which is in accordance with its purposes;

77.2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;

77.3 in circumstances giving rise to the possibility of a conflict of interest between the organisation and any other party:

77.3.1 put the interests of the organisation before that of the other party;

77.3.2 where any other duty prevents him/her from doing so, disclose the conflicting interest to the organisation and refrain from participating in any deliberation or decision of the other charity trustees with regard to the matter in question;

77.4 ensure that the organisation complies with any direction, requirement, notice or duty imposed under or by virtue of the Charities and Trustee Investment (Scotland) Act 2005.

78 In addition to the duties outlined in clause 77, all of the charity trustees must take such steps as are reasonably practicable for the purpose of ensuring: -

78.1 that any breach of any of those duties by a charity trustee is corrected by the charity trustee concerned and not repeated; and

78.2 that any trustee who has been in serious and persistent breach of those duties is removed as a trustee.

79 Provided he/she has declared his/her interest - and has not voted on the question of whether or not the organisation should enter into the arrangement - a charity trustee will not be debarred from entering into an arrangement with the organisation in which he/she has a personal interest; and (subject to clause 80 and to the provisions relating to remuneration for services contained in the Charities and Trustee Investment (Scotland) Act 2005), he/she may retain any personal benefit which arises from that arrangement.

80 No charity trustee may serve as an employee (full time or part time) of the organisation; and no charity trustee may be given any remuneration by the organisation for carrying out his/her duties as a charity trustee.

81 The charity trustees may be paid all travelling and other expenses reasonably incurred by them in connection with carrying out their duties; this may include expenses relating to their attendance at meetings.

Code of conduct for charity trustees

82 Each of the charity trustees shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the board from time to time.

83 The code of conduct referred to in clause 82 shall be supplemental to the provisions relating to the conduct of charity trustees contained in this constitution and the duties imposed on charity trustees under the Charities and Trustee Investment (Scotland) Act 2005; and all relevant provisions of this constitution shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time

DECISION-MAKING BY THE CHARITY TRUSTEES

Notice of board meetings

84 Any charity trustee may call a meeting of the board *or* ask the secretary to call a meeting of the board.

85 At least 7 days' notice must be given of each board meeting, unless (in the opinion of the person calling the meeting) there is a degree of urgency which makes that inappropriate.

Procedure at board meetings

86 No valid decisions can be taken at a board meeting unless a quorum is present; the quorum for board meetings is two thirds charity trustees, present in person.

87 If at any time the number of charity trustees in office falls below the number stated as the quorum in clause 86, the remaining charity trustee(s) will have power to fill the vacancies or call a members' meeting - but will not be able to take any other valid decisions.

88 The chair of the organisation should act as chairperson of each board meeting.

89 If the chair is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the charity trustees present at the meeting must elect (from among themselves) the person who will act as chairperson of that meeting.

90 Every charity trustee has one vote, which must be given personally.

91 All decisions at board meetings will be made by majority vote.

92 If there is an equal number of votes for and against any resolution, the chairperson of the meeting will be entitled to a second (casting) vote.

93 The board may, at its discretion, allow any person to attend and speak at a board meeting notwithstanding that he/she is not a charity trustee - but on the basis that he/she must not participate in decision-making.

94 A charity trustee must not vote at a board meeting (or at a meeting of a sub-committee) on any resolution which relates to a matter in which he/she has a personal interest or duty which conflicts (or may conflict) with the interests of the organisation; he/she must withdraw from the meeting while an item of that nature is being dealt with.

95 For the purposes of clause 94: -

95.1 an interest held by an individual who is “connected” with the charity trustee under section 68(2) of the Charities and Trustee Investment (Scotland) Act 2005 (husband/wife, partner, child, parent, brother/sister etc) shall be deemed to be held by that charity trustee;

95.2 a charity trustee will be deemed to have a personal interest in relation to a particular matter if a body in relation to which he/she is an employee, director, member of the management committee, officer or elected representative has an interest in that matter.

Minutes

96 The board must ensure that proper minutes are kept in relation to all board meetings and meetings of sub-committees.

97 The minutes to be kept under clause 96 must include the names of those present; and (so far as possible) should be signed by the chairperson of the meeting.

98 [The board shall (subject to clause 99) make available copies of the minutes referred to in clause 96 to any member of the public requesting them.]

99 [The board may exclude from any copy minutes made available to a member of the public under clause 98 any material which the board considers ought properly to be kept confidential - on the grounds that

allowing access to such material could cause significant prejudice to the interests of the organisation or on the basis that the material contains reference to employee or other matters which it would be inappropriate to divulge.]

ADMINISTRATION

Delegation to sub-committees

100 The board may delegate any of their powers to sub-committees; a sub-committee must include at least one charity trustee, but other members of a sub-committee need not be charity trustees.

101 The board may also delegate to the chair of the organisation (or the holder of any other post) such of their powers as they may consider appropriate.

102 When delegating powers under clause 100 or 101, the board must set out appropriate conditions (which must include an obligation to report regularly to the board).

103 Any delegation of powers under clause 100 or 101 may be revoked or altered by the board at any time.

104 The rules of procedure for each sub-committee, and the provisions relating to membership of each sub-committee, shall be set by the board.

Operation of accounts

105 Subject to clause 106, the signatures of two out of three signatories appointed by the board will be required in relation to all operations (other than the lodging of funds) on the bank and building society accounts held by the organisation; at least one out of the two signatures must be the signature of a charity trustee.

106 Where the organisation uses electronic facilities for the operation of any bank or building society account, the authorisations required for operations on that account must be consistent with the approach reflected in clause 105.

Accounting records and annual accounts

107 The board must ensure that proper accounting records are kept, in accordance with all applicable statutory requirements.

108 The board must prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions (or if the board consider that an audit would be appropriate for some other reason), the board should ensure that an audit of the accounts is carried out by a qualified auditor.

MISCELLANEOUS

Winding-up

109 If the organisation is to be wound up or dissolved, the winding-up or dissolution process will be carried out in accordance with the procedures set out under the Charities and Trustee Investment (Scotland) Act 2005.

110 Any surplus assets available to the organisation immediately preceding its winding up or dissolution must be used for purposes which are the same as - or which closely resemble - the purposes of the organisation as set out in this constitution.

Alterations to the constitution

111 This constitution may (subject to clause 112) be altered by resolution of the members passed at a members' meeting (subject to achieving the two thirds majority referred to in clause 46) or by way of a written resolution of the members.

112 The Charities and Trustee Investment (Scotland) Act 2005 prohibits taking certain steps (eg change of name, an alteration to the purposes, amalgamation, winding-up) without the consent of the Office of the Scottish Charity Regulator (OSCR).

Interpretation

113 References in this constitution to the Charities and Trustee Investment (Scotland) Act 2005 should be taken to include: -

113.1 any statutory provision which adds to, modifies or replaces that Act; and

113.2 any statutory instrument issued in pursuance of that Act or in pursuance of any statutory provision falling under paragraph 113.1 above.

114 In this constitution: -

114.1 "charity" means a body which is either a "Scottish charity" within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of section 1 of the Charities Act 2011, providing (in either case) that its objects are limited to charitable purposes;

114.2 "charitable purpose" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.

COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015
FALKIRK COUNCIL ASSET TRANSFER REQUEST FORM

IMPORTANT NOTES:

This is an application form which can be used to make an Asset Transfer request to Falkirk Council.

Any Community Body interested in making an Asset Transfer Request is advised to contact the Asset Team on strategicpropertyreview@falkirk.gov.uk before making the request so that we can discuss your proposal.

Please complete the asset transfer request form if the property/land is owned/leased/managed by Falkirk Council.

It is essential that you read the Asset Transfer guidance provided by the Scottish Government before making a request.

When completed, this form should be emailed to strategicpropertyreview@falkirk.gov.uk or sent to

The Asset Team

Falkirk Council

4 Stadium Way

Falkirk

FK2 9EE

Section 1: Information about the Community Transfer Body (CTB) making the request

1.1 Name of the CTB making the asset transfer request

Rainbow Muslim Women's Group

1.2 CTB address. This should be the registered address, if you have one.

Postal address:
Westfield Park Community Centre
Westfield Street Falkirk

Postcode:
FK2 9DX

1.3 Contact details. Please provide the name and contact address to which correspondence in relation to this asset transfer request should be sent.

Contact name: [redacted]

Postal address:
[redacted]

Postcode:
[redacted]

Email:
[redacted]

Telephone:
[redacted]

We agree that correspondence in relation to this asset transfer request may be sent by email to the email address given above. *(Please tick to indicate agreement)*

You can ask Falkirk Council to stop sending correspondence by email, or change the email address, by telling them at any time, as long as 5 working days' notice is given.

1.4 Please mark an "X" in the relevant box to confirm the type of CTB and its official number, if it has one.

	Company and its company number is …….	
X	Scottish Charitable Incorporated Organisation (SCIO) and its charity number is	SC047758
	Community Benefit Society (BenCom) and its registered number is ……	
	Unincorporated organisation (no number)	

Please attach a copy of the CTB's constitution, articles of association or registered rules.

Please note that under The Community Empowerment (Scotland) Act 2015, where a CTB is seeking ownership rather than a lease, the organisation must have at least 20 members. See the Scottish Government's Guidance for Community Transfer Bodies.

1.5 Has the organisation been individually designated as a community transfer body by the Scottish Ministers?

No **Yes**

Please give the title and date of the designation order:

1.6 Does the organisation fall within a class of bodies which has been designated as community transfer bodies by the Scottish Ministers?

No

Yes

If yes what class of bodies does it fall within?

Scottish Charitable Incorporated Organisation (SCIO)

Section 2. Information about the land and rights requested

2.1 Please identify the property/land to which this asset transfer request relates.

You should provide a street address or grid reference and any name by which the land or building is known. If you have identified the land on the relevant authority's register of land, please enter the details listed there.

It may be helpful to provide one or more maps or drawings to show the boundaries of the land requested. If you are requesting part of a piece of land, you must attach a map and give a full description of the boundaries of the area to which your request relates. If you are requesting part of a building, please make clear what area you require. A drawing may be helpful.

Details of Property:



Figure 1: Thornhill Community Centre Location



Figure 2: Aerial Overview


Figure 3: Exterior View



Figure 4: Building Layout (proposed)

Address:
Thornhill Community Centre
Thornhill Road
Falkirk

Postcode:
FK2 7AE

2.2 Please provide the UPRN (Unique Property Reference Number), if known.

UPRN: 136029150

Section 3. Type of request, payment and conditions

3.1 Please tick what type of request is being made:

X for ownership (under section 79(2)(a)) - go to section 3A

☐ for lease (under section 79(2)(b)(i)) – go to section 3B

☐ for other rights (section 79(2)(b)(ii)) - go to section 3C

3A – Request for Ownership

What price are you prepared to pay for the land requested?

Proposed price: £1

Please attach a note setting out any other terms and conditions you wish to apply to the request.

3B – Request for Lease

What is the length of lease you are requesting?

How much rent are you prepared to pay? Please make clear whether this is per year or per month.

Proposed rent: £ per

Please attach a note setting out any other terms and conditions you wish to be included in the lease, or to apply to the request in any other way.

3C – Request for other Rights

What are the rights you are requesting?

Do you propose to make any payment for these rights?

Yes

No

If yes, how much are you prepared to pay? Please make clear what period this would cover, for example per week, per month, per day?

Proposed payment: £ per

Please set out any other terms and conditions you wish to apply to the request.

Section 4. Community Proposal

4.1 Please set out the reasons for making the request and how the land or building will be used.

This should explain the objectives of your project, why there is a need for it, any development or changes you plan to make to the land or building, and any activities that will take place there.

4.1.1 Objectives of Project

The Rainbow Muslim Women's Group has been a cornerstone of community empowerment in Falkirk for over two decades. Through food banks, educational programmes, cultural events, and inclusive support services, we have fostered unity across diverse ethnic backgrounds. As demand for our services grows, we envision a dedicated community hub — a vibrant, inclusive space where women and families from all walks of life can connect, learn, and thrive. This centre will not only streamline our operations but will serve as a beacon of hope, resilience, and opportunity for the wider community. Our proposal is more than a building — it is an investment in social cohesion, wellbeing, and the future of Falkirk's multicultural society.



Mission statement

Empowering Women, Enriching Communities.

Our mission is to uplift and inspire women — particularly those from ethnic minority and vulnerable backgrounds — to participate confidently in society. Through education, advocacy, and community-led initiatives, we aim to dismantle barriers, promote inclusion, and unlock potential. We believe in the transformative power of diversity and strive to build a future where every woman feels seen, heard, and empowered to shape her own path and contribute meaningfully to the community.

The Rainbow Muslim Women's Group is **well-positioned** to take ownership of Thornhill Community Centre under the **Community Empowerment** (Scotland) **Act 2015**, which supports the transfer of public assets to community-led organisations that deliver **inclusive, sustainable,** and **locally responsive services**. Our organisation exemplifies these principles through its extensive experience working across Falkirk and its commitment to fostering **empowerment, well-being**, and **social connection** for all.

Although our roots lie in **supporting ethnic minority women,** our work has grown to encompass a wide range of communities across Falkirk, including **families, young people, older adults,** and individuals **facing social isolation or economic hardship**. We have delivered programmes in various neighbourhoods — from **wellbeing and food support** to **youth engagement, digital inclusion,** and **intergenerational activities** — always shaped by local needs and open to all, regardless of background, age, gender, or ethnicity.

Our experience working across Falkirk is a strength, not a limitation. It has enabled us to build **strong relationships** with diverse communities, develop **adaptable service models,** and gain deep insight into the challenges and opportunities facing different areas. We bring this knowledge and network to Thornhill, with a clear intention **to collaborate with local residents, groups,** and **stakeholders** to co-create a space that reflects their aspirations and priorities.

We have secured **five years of unrestricted funding** to support operational and repair costs, and we benefit from a **large, active volunteer base** that reflects the diversity of the wider Falkirk area. Our renovation plans — including **solar panel installation, kitchen upgrades,** and **environmental enhancements** — demonstrate our readiness to manage the building responsibly and sustainably. These improvements will ensure the centre is **welcoming, accessible,** and **fit for purpose** for all users.

Importantly, we maintain **continuous dialogue** with the communities we serve through **surveys, open forums,** and **feedback sessions**. This **participatory approach** ensures our services remain relevant and responsive. We are committed to extending this model to Thornhill, working in partnership with local people to ensure the centre becomes a **vibrant, inclusive hub** for everyone.

By acquiring Thornhill Community Centre, we will not only **safeguard a vital community asset** but also enhance its potential by drawing on our proven track record, **inclusive ethos, and collaborative spirit**. Our vision aligns fully with the goals of the Community Empowerment Act: to enable communities to **shape their own futures** and take ownership of the spaces that matter most to them.

The Rainbow Muslim Women's Group is committed to building a model of community ownership that ensures its programmes and spaces are shaped by the people they serve. This approach goes beyond participation — it empowers individuals from all backgrounds to take an active role in decision-making, planning, and delivery. By involving local residents, volunteers, and partner organisations in shaping services, the group fosters a sense of shared responsibility, pride, and belonging. This inclusive model helps ensure that the group's work remains relevant, responsive, and rooted in the lived experiences of the community.

4.1.2 Why there is a need for your Project?

The Rainbow Muslim Women's Group currently operates across multiple venues in Falkirk, including Westfield Community Centre, Thornhill Community Hall, Dalgrain Community Centre, and Trinity Church. While this flexible approach has allowed us to reach a wide range of beneficiaries, it also presents logistical challenges — including limited availability, fragmented service delivery, and the need to transport supplies between locations.

To address these challenges and better serve the community, the group is actively seeking to acquire a permanent base through the **Community Asset Transfer** process. Establishing a dedicated space would allow us to consolidate our programmes, expand our services, and create a welcoming hub that fosters inclusion, wellbeing, and community ownership.

We are open to exploring **collaborative opportunities** with other organisations who share our vision for a vibrant, inclusive community space. While past efforts to work with the former centre committee proved difficult, we are now engaging constructively with the current committee to identify shared goals and potential pathways forward.

Our aim is not only to secure a building, but to build a sustainable and inclusive future — one where the community has a permanent place to connect, grow, and thrive.

The Rainbow Muslim Women's Group's future programmes are designed to create meaningful change across Falkirk by addressing both immediate needs and long-term empowerment. Initiatives such as the **Chat and Chai Café** and **Community Kitchen** will offer safe, welcoming spaces for affordable meals and social connection, helping to reduce isolation and food insecurity. These informal settings will also act as gateways to deeper engagement, allowing participants to build trust and confidence before accessing further support. Programmes like the **Wellbeing Workshops** and **Skills Exchange** will promote mental health, self-esteem, and practical skill development, empowering individuals to take active roles in their communities.

Importantly, the group's approach is inclusive and community wide. While its roots lie in supporting ethnic minority women, the planned programmes are open to **all residents**, regardless of age, gender, or background. The **Youth Engagement Programme** and **English Language/Digital Literacy Classes** will help bridge generational and educational gaps, equipping participants with essential life skills and fostering mutual understanding. By creating spaces where diverse groups can come together, learn, and support one another, the group aims to strengthen community cohesion and resilience across Falkirk.

The overall impact of these programmes will be to **bring diverse communities together, break down social and cultural barriers**, and **tackle discrimination** through shared experiences, dialogue, and inclusive participation. By fostering empathy, respect, and collaboration, the Rainbow Muslim Women's Group will contribute to a more connected, equitable, and welcoming Falkirk for **all.**

We are seeking to acquire Thornhill Community Hall to establish a permanent, inclusive space that serves not only the Rainbow Muslim Women's Group but the wider Falkirk community. This centre will be a vibrant, welcoming hub where people of all backgrounds — women, families, young people, the elderly, and local organisations — can come together to connect, learn, and grow.

Thornhill Community Centre already hosts a variety of valuable activities, including Zumba classes, music lessons, art workshops, kettlecise, church-led sessions, and mental and emotional wellbeing programmes. We fully envisage these existing activities continuing and thriving. Our vision is to build on this strong foundation by introducing new programmes — such as affordable skills training, a community café, and expanded support services — that respond to emerging needs and reflect the evolving aspirations of the community.

Our plans are shaped by formal research, practical experience, and deep engagement with local residents. We understand the community because we are part of it — and we are committed to ensuring that the centre remains responsive, inclusive, and co-designed with those it serves. As needs change, so too will our offerings. This will be a living, breathing space that adapts to support wellbeing, opportunity, and unity.

In today's climate, where anti-immigrant sentiment has sadly gained traction across the UK — and where Falkirk has witnessed distressing incidents including attacks on local mosques — the need for safe, inclusive spaces is more urgent than ever. Our centre will stand as a symbol of solidarity and resilience, actively working to bring communities together, foster understanding, and promote social harmony.

This is not just about acquiring a building — it is about creating a shared asset that reflects the diversity, strength, and hope of Falkirk's communities. A place where everyone feels welcome, supported, and empowered to contribute.

Initial Development Plan

As part of its next phase of growth, the Rainbow Muslim Women's Group will undertake a series of practical renovations and improvements to establish a fully functional and welcoming community centre. The development plan includes:

- **Installation of solar panels** to reduce electricity costs and lower the centre's carbon footprint, supporting both environmental sustainability and financial efficiency.
- **Repainting and decorating the interior walls**, featuring children's artwork to create a bright, uplifting atmosphere that reflects community spirit and creativity.
- **Full renovation of the kitchen** to support food-based programmes such as the Community Kitchen and Chat and Chai Café. This will ensure the space is safe, efficient, and suitable for preparing and serving meals to large groups.
- **Addition of indoor and outdoor planters** to bring natural elements into the centre, promoting a calming and pleasant environment for visitors and participants.

These tangible improvements will enhance the functionality, accessibility, and atmosphere of the centre, enabling the group to deliver its programmes more effectively and create a space that truly belongs to the community.

4.1.3 Will any Development/chan es/modifications to the asset be required?

4.1.4 What activities will take place?

There is currently a number of different lets that operate from the Thornhill Community Centre – we aim to continue these lets for the foreseeable future. These types of let, are indicative of the types of services and activities, that are required by the local community.

Ongoing Programmes

The Rainbow Muslim Women's Group currently delivers a range of weekly sessions tailored to the needs of different community groups:

- **Working Women Group** – Monday evenings
  Designed for women in employment, offering a space to connect, unwind, and engage in personal development activities.
- **Aspiring Mums and Bairns Group** – Wednesday afternoons
  Focused on skill-building and social support for mothers with young children.
- **Life Skills Building Group** – Fridays
  Aimed at women facing language barriers, this group promotes confidence, communication, and essential life skills.
- **Youth Group** – Friday evenings
  For girls aged 12+, offering creative, educational, and wellbeing-focused sessions in a safe and supportive environment.
- **Elderly Group** – Weekly yoga sessions
  Promoting physical and mental wellbeing for older women through gentle movement and mindfulness.

Future Plans

In addition to the five weekly sessions currently delivered by the Rainbow Muslim Women's Group, our future plans for Thornhill Community Centre include a combination of new and existing activities that reflect the diverse needs of the wider community.
Proposed New Activities:

- Chat & Chai Café – A warm, affordable breakfast café for elderly residents and families.
- Affordable Skills Lessons – Community-led workshops in sewing, cooking, baking, crochet, and more.
- Food Bank & Parcel Delivery – Continued support for families facing hardship.
- Catering Services – A social enterprise offering training and income generation.
- Seasonal Fun Days – Inclusive events during school holidays.
- English Language & Digital Literacy Classes – Empowering individuals to engage confidently in society.
- Existing Activities to Continue:
- Zumba classes
- Music lessons
- Art workshops
- Kettlecise fitness sessions
- Church-led classes
- Mental and emotional wellbeing programmes

As community needs evolve, we will remain responsive. Our programme will be shaped by ongoing dialogue with residents, ensuring that gaps are addressed and new opportunities embraced. This will be a shared space, co-designed with the people it serves.

1. Chat & Chai Café

The Chat & Chai Café will provide a welcoming and accessible space specifically designed for elderly individuals and families to socialize, relax, and enjoy breakfast and tea at reduced rates. By fostering a warm and inclusive environment, the café will encourage seniors to engage in conversations, share experiences, and develop meaningful social connections. Affordable pricing ensures broad accessibility, allowing all participants to benefit regardless of financial constraints.

2. Affordable Skills Lessons

The Affordable Skills Lessons program will provide accessible opportunities for individuals to learn practical and creative skills at minimal cost. Offerings include cooking (including international cuisines), baking, sewing, crochet, knitting, clay art, and other creative disciplines. Classes will be delivered by skilled community members operating small businesses and dedicated volunteers, ensuring high-quality instruction and active community engagement.

3. Food Bank and Parcel Delivery

The Rainbow Group has demonstrated sustained capacity in addressing food insecurity through the provision of both cooked meals and grocery distribution. During the Covid-19 restrictions, when access to community facilities was limited, members operated food banks from their homes and provided meals to asylum seekers with restricted access to resources.

At present, the group collaborates with Sustainable Thinking Scotland (Bo'ness) to distribute fresh produce, and with FareShare Central & South East Scotland (via Cyrenians' Good Food Programme) to collect and redistribute surplus food from supermarkets.

The proposed development seeks to expand this provision by establishing a food bank within the community hall kitchen, ensuring wider community access to essential food services.

4. Catering Services

The Catering Services programme will offer community-focused catering for events and activities, both generating revenue and providing practical skills training opportunities.

5. Seasonal Fun Days

Seasonal Fun Days will provide recreational and cultural activities during school holidays, designed to engage children, families, and wider community members.

6. English Language and Digital Literacy Classes

The English and Digital Literacy programme will provide structured learning opportunities to improve communication skills and digital competence for adults, particularly those from minority or disadvantaged backgrounds.

4.1.5. If the asset is to be used by the public, please provide details of lettings policy and opening times.

Pricing

Hall Let Prices

We have carried out extensive checks on the prices being charged by my main competitors and have based our prices on being competitive with them.

Main Hall	£15 per hour
Kitchen (Renovated)	£10 per hour
Pavilion1 (Multipurpose Room)	£12 per hour
Pavilion 2 (Meeting Room)	£10 per hour

Party Packages

Packages	Cost
Party Package 1 3 Hours Kitchen and Hall	£65
Party Package 2 3 Hours Kitchen, Hall and Inflatables	£100

Lessons Prices

Packages	Price per Lesson (1.5 hours)	Price per Block of 6 lessons (Full term)
Sewing Class	£20	£100
Crochet Class	£15	£65
Cooking Class	£18	£95
Baking Class	£18	£95

4.1.6 What provision will be provided for people with disabilities?

The community centre is all on one level, and the centre is fully accessible. We will ensure that all activities, where possible, are accessible by all.

4.1.7 Any other relevant information?

Current activities organised by the Rainbow Muslim Women's Group:

Educational Trips and Opportunities for Children

We organise enriching educational outings during school holidays to support learning and family bonding. Recent trips have included:

- Royal Botanic Gardens Edinburgh
- Dynamic Earth Edinburgh
- Bo'ness and Kinneil Railway
- National Galleries of Scotland
- Stirling Castle
- Gymnastics programme (5 months)
- Recycling and environmental awareness workshops
- NHS dental and hygiene education sessions

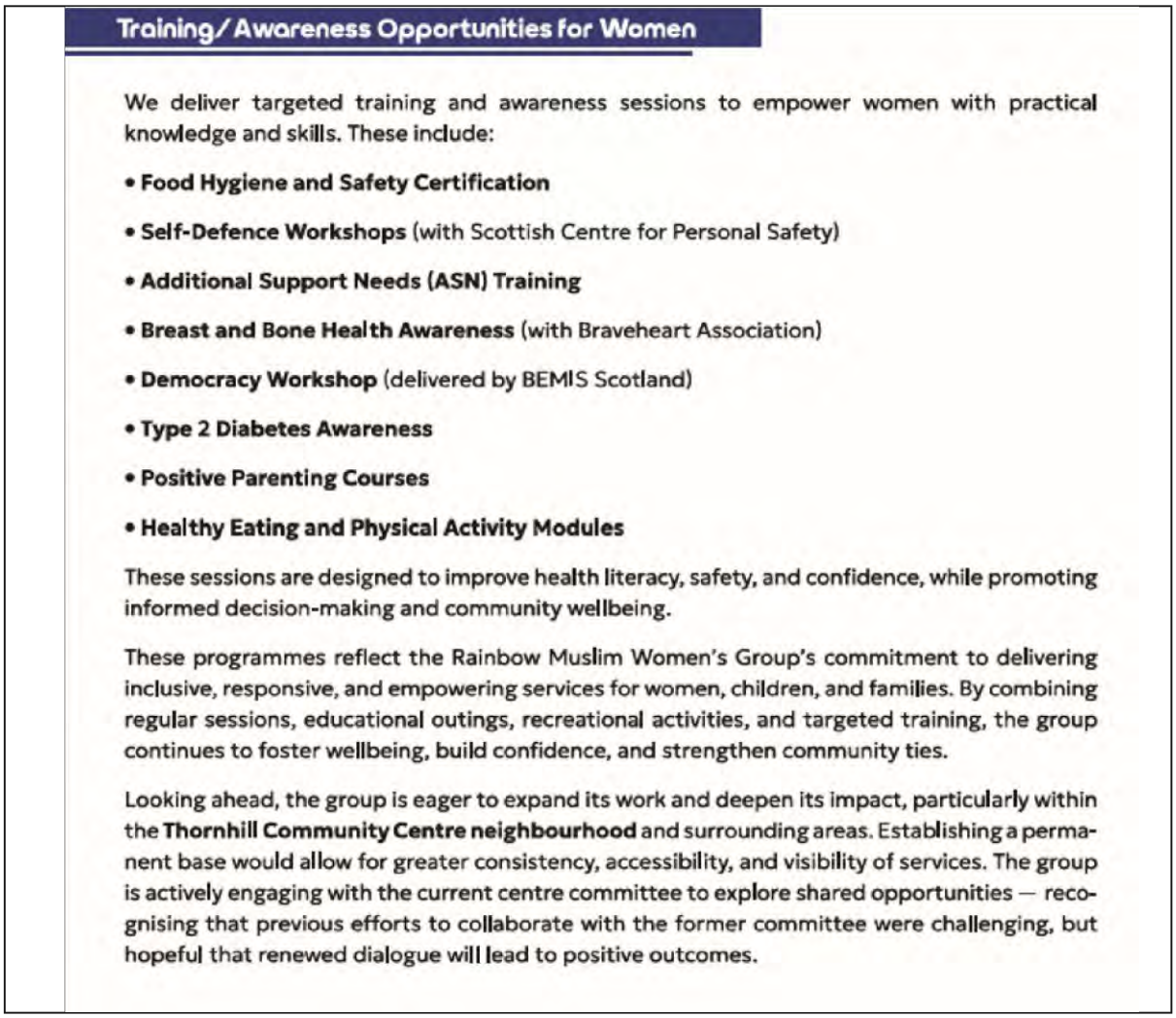
These activities provide children with hands-on learning experiences while fostering community connections.

Recreational Activities For Families

To support wellbeing and social inclusion, we offer recreational trips and events for families and volunteers, including:

- Beach trips to St Andrews and Ayr
- Visits to Blair Drummond Safari Park and Almond Valley
- Seagull Trust boat cruise
- Eid in the Park (annual event)
- Edinburgh Christmas Market
- St Andrews Day celebration

These outings help reduce isolation and offer families affordable opportunities to relax and connect.



Training/Awareness Opportunities for Women

We deliver targeted training and awareness sessions to empower women with practical knowledge and skills. These include:

- **Food Hygiene and Safety Certification**
- **Self-Defence Workshops** (with Scottish Centre for Personal Safety)
- **Additional Support Needs (ASN) Training**
- **Breast and Bone Health Awareness** (with Braveheart Association)
- **Democracy Workshop** (delivered by BEMIS Scotland)
- **Type 2 Diabetes Awareness**
- **Positive Parenting Courses**
- **Healthy Eating and Physical Activity Modules**

These sessions are designed to improve health literacy, safety, and confidence, while promoting informed decision-making and community wellbeing.

These programmes reflect the Rainbow Muslim Women's Group's commitment to delivering inclusive, responsive, and empowering services for women, children, and families. By combining regular sessions, educational outings, recreational activities, and targeted training, the group continues to foster wellbeing, build confidence, and strengthen community ties.

Looking ahead, the group is eager to expand its work and deepen its impact, particularly within the **Thornhill Community Centre neighbourhood** and surrounding areas. Establishing a permanent base would allow for greater consistency, accessibility, and visibility of services. The group is actively engaging with the current centre committee to explore shared opportunities — recognising that previous efforts to collaborate with the former committee were challenging, but hopeful that renewed dialogue will lead to positive outcomes.

Benefits of the proposal

4.2 Please set out the benefits that you consider will arise if the request is agreed to.

Local Authorities are permitted to dispose of property at less than market value where there are wider public benefits to be gained. This is set out in the Disposal of Land by Local Authorities (Scotland) Regulations 2010. These public benefits are listed below.

In this section, please explain how the project will benefit your community, and others. Please refer to the Scottish Government guidance on how the Council will consider the benefits of a request.

Please explain how the project will benefit your community by detailing how your project will promote or improve:-

4.2.1. Economic development/income generation

ie. Please include details of any job creation or **volunteering and training** opportunities that will be available as a result of the Asset Transfer. Also details of how your organisation will involve the **local community** and of any incentives that may be available to encourage the local community to use the proposed services.

Community Benefit	Economic Development / Income Generation
Impact	We enhance employability among women by offering skill development and vocational training, leading to higher employment rates. Our reduced-price Skill Lessons offer individuals the opportunity to learn valuable skills at a significantly reduced cost, making education and personal development accessible to all. This includes a wide range of creative arts such as Cooking Classes for Global Cuisines, Crochet Classes, Knitting Classes, Sewing Classes, Clay Art Classes, and Baking Classes. These lessons are delivered by skillful community members running their small businesses and passionate volunteers who are happy to pass on their valuable hobbies for the welfare of the community. We create new jobs and stimulate local economies by encouraging and supporting women to start their own businesses. Ensuring fair wages for work done improves the economic conditions of families.
Impact	Women who earn and spend locally contribute to the economic vitality of their communities. We attract businesses and investments to the area by offering education and training, leading to a more skilled workforce. Promoting lifelong learning opportunities ensures that women can continuously improve their skills and adapt to changing economic conditions. Providing support services such as childcare and healthcare enables women to participate more fully in the economy. Empowering women economically reduces poverty levels and improves overall community wellbeing. Strengthening community ties through cultural and social activities creates a supportive environment for economic activities. Developing leadership skills among women leads to more effective community advocacy and economic planning. Our Skill Lessons help the community in several ways: gaining new skills enhances personal development and opens growth opportunities, both personal and professional. These lessons increase employability and empower women. lessons make creative education more accessible to individuals who might not otherwise afford such opportunities. Learning creative skills can help reduce stress, improve mental health, and boost overall emotional well-being by providing a platform for self-expression and relaxation. These lessons encourage social interaction and help create a sense of community, enabling individuals to connect with others who have similar interests and passions.
Benefit	£109,930

4.2.2. Regeneration

i.e. Please include details of whether your organisation will contribute to the **physical regeneration** of the area, and how your proposal will impact the regeneration of the area, in terms of volunteering or employment, giving examples.

Community Benefit	Regeneration
Impact	We are committed to revitalising our community building to create a vibrant hub for local activities and services. By making the building more energy-efficient, we aim to reduce our carbon footprint and lower energy costs. Enhancing the building's appearance will make it a welcoming and attractive space for all community members. We plan to help regenerate the nearby green spaces, creating beautiful and functional areas for recreation and relaxation. By bringing in investment into the community to help with community projects such as our community centre, and public spaces will enhance the quality of life and attract more residents and businesses. Promoting sustainable practices and green initiatives in and around the building will improve the local environment and attract eco-conscious businesses and residents.
	Engaging youth in educational and recreational programs will reduce anti-social behaviour and its environmental impact. Developing leadership skills among community members will empower them to take active roles in regeneration efforts. Ensuring that the voices of women and marginalized groups are heard in decision-making processes will lead to more inclusive and effective regeneration strategies.
Benefit	£57,646

4.2.3. Public Health

i.e. How likely is the proposal to improve the Public Health of the Community, in terms of **physical and mental health**, for example through volunteering, training, or taking part in activities, giving examples.

Community Benefit	Public Health
Impact	We empower women to make informed health choices by conducting health education workshops on topics such as nutrition, exercise, and disease prevention. Our Chat and Chai Café provides a welcoming space for elderly people and families to socialise and enjoy affordable tea and breakfast, reducing loneliness and enhancing mental well-being. It also offers financial relief during the cost-of-living crisis and strengthens social networks, especially for the elderly from all areas, including our ethnic minority community. We promote healthier lifestyles through campaigns on mental health, reproductive health, and chronic diseases. Our support groups help individuals manage stress and anxiety, while our stress management programmes, including mindfulness and relaxation exercises, improve overall mental wellbeing. Our Subsidised Skill Lessons make education and personal development accessible by offering creative arts classes at reduced costs. These lessons, delivered by skilled community members and volunteers, enhance personal development, reduce stress, improve mental health, and foster a sense of community. We promote healthy eating through cooking classes and nutritional education and encourage regular exercise with physical activity programmes. Our information sessions on prenatal and postnatal care ensure the health and wellbeing of mothers and babies. Our food bank and parcel delivery service, supports families and individuals with food provision. Continuing this service from the community hall will improve health, provide financial relief, and reduces food waste by distributing surplus food to deserving families. We engage in public health campaigns to address issues like smoking cessation, substance abuse, and domestic violence, and work with local health authorities to implement community-wide health initiatives.
Benefit	£225,223

4.2.4. Social Wellbeing

i.e. How will the proposal improve the Community's Social Well-Being and mental health, or how might it improve the **learning offer and activities** available in the area? Please give brief examples of these activities.

Community Benefit	Social Wellbeing
Impact	By organising social events and gatherings, we are able to foster a sense of community and belonging among members of our community, while encouraging volunteerism to enhance social cohesion and provide meaningful ways for individuals to contribute to their community. By establishing peer support groups we can provide emotional and practical support, helping individuals navigate personal challenges, and by creating mentorship programmes we can connect women with role models and advisers, fostering personal and professional growth. Hosting cultural celebrations and festivals we can promote cultural understanding and appreciation, strengthening community bonds, and offering recreational activities such as sports, arts, and crafts so as to improve mental health and provide opportunities for social interaction. Providing adult education classes can empower individuals with new skills and knowledge, enhancing their social and economic opportunities, and conducting workshops on various topics such as parenting, financial literacy, and personal development can improve overall wellbeing. Providing resources and support for parents can strengthen family units and improve child development outcomes, and offering affordable and accessible childcare services can enable parents to participate more fully in the workforce and community activities. We engage in advocacy efforts to address social issues and promote equality which can empower community members to drive positive change, and developing leadership skills among women can enhance their ability to advocate for themselves and their communities.
Benefit	£301,638

4.2.5. Environmental Wellbeing / Environmental Benefits

i.e. Will the proposal bring green / environmental benefits and / or have an impact on the **local environment**? Will it help mitigate the effects of climate change? If so please give details.

Community Benefit	Environmental Wellbeing / Environmental Benefits
Impact	We are raising awareness and encouraging environmentally friendly behaviors by conducting workshops and seminars on sustainable living practices, such as reducing waste, recycling, and conserving energy. We will aim to directly improve the local environment by implementing initiatives like community clean-up days and recycling programs. Educating the community about energy conservation techniques and the benefits of using energy-efficient appliances reduces overall energy consumption.

Impact	Supporting the adoption of renewable energy sources, such as solar panels, decreases reliance on fossil fuels and reduces greenhouse gas emissions, which we will look to embed within our community building. Running campaigns to raise awareness about the importance of water conservation encourages more sustainable water use practices. Promoting the use of sustainable transportation options, such as biking, walking, and public transit, reduces air pollution and traffic congestion. Providing education on the impacts of climate change and ways to mitigate its effects empowers the community to act. Having a community building under community ownership means we can create a dedicated space for these activities, fostering a sense of ownership and responsibility. This enables us to have a greater impact on environmental wellbeing by providing a hub for sustainable initiatives and a place where the community can come together to learn, share, and implement eco-friendly practices. By working with other Third Sector organizations, such as Sustainable Thinking Scotland in Bo'ness, we distribute fresh produce among deserving families, and we collect food weekly from supermarkets to redistribute it to those in need. Having worked so well previously and currently with limited resources and space, the group aims to continue running the food bank from the community hall, which will be open for the wider community. This will positively impact on the community by providing nutritional support, offering financial relief to deserving individuals and families during the cost-of-living crisis, collecting surplus food and distributing it among deserving families.
Benefit	£81,777

4.2.6. Does your project contribute to the reduction of inequalities?

i.e. Will the proposal enable the community to access activities not otherwise available; will these activities be available at an affordable rate; how will your organisation work with other local providers to **reduce inequalities**?

While Falkirk hosts a number of community organisations and service providers, few are specifically tailored to the needs of ethnic minority women and families. Existing groups often focus on broader community engagement or single-issue support, such as food banks, youth services, or faith-based initiatives. These organisations may offer valuable resources, but they frequently lack the cultural sensitivity, language accessibility, and gender-specific programming that the Rainbow Muslim Women's Group provides.

The group's unique positioning — as a women-led, culturally inclusive organisation rooted in lived experience — allows it to fill a critical gap in local service provision. Rather than competing directly, the group seeks to complement existing efforts through collaboration, referrals, and shared use of space and resources. Its focus on empowerment, wellbeing, and social connection across diverse communities makes it a vital contributor to Falkirk's evolving support landscape.

4.2.7 Will local people be engaged in the use and management of the Asset?

A “community of interest” may not represent the people living near to the asset. Please provide evidence of how **local people and communities** will be engaged in the use and management of the asset, and how they have been consulted.

The Rainbow Muslim Women's Group is committed to building a model of community ownership that ensures its programmes and spaces are shaped by the people they serve. This approach goes beyond participation — it empowers individuals from all backgrounds to take an active role in decision-making, planning, and delivery. By involving local residents, volunteers, and partner organisations in shaping services, the group fosters a sense of shared responsibility, pride, and belonging. This inclusive model helps ensure that the group's work remains relevant, responsive, and rooted in the lived experiences of the community.

Ownership will be encouraged through regular feedback sessions, community forums, volunteer development, and opportunities for co-designing activities. The group will also explore forming a community advisory panel to guide strategic decisions and ensure diverse voices are heard. Importantly, this plan is not limited to ethnic minority women — it is open to **all members of the community**, regardless of age, gender, or background. By creating space for collaboration and leadership across different groups, the Rainbow Muslim Women's Group aims to strengthen social bonds, build local capacity, and promote long-term sustainability.

Ultimately, the community ownership model will help break down barriers, challenge discrimination, and bring people together around shared goals. It will transform the group from a service provider into a community anchor — one that reflects the values, needs, and aspirations of Falkirk's diverse population.

4.2.8 How will you monitor whether the Asset Transfer is benefiting the community?

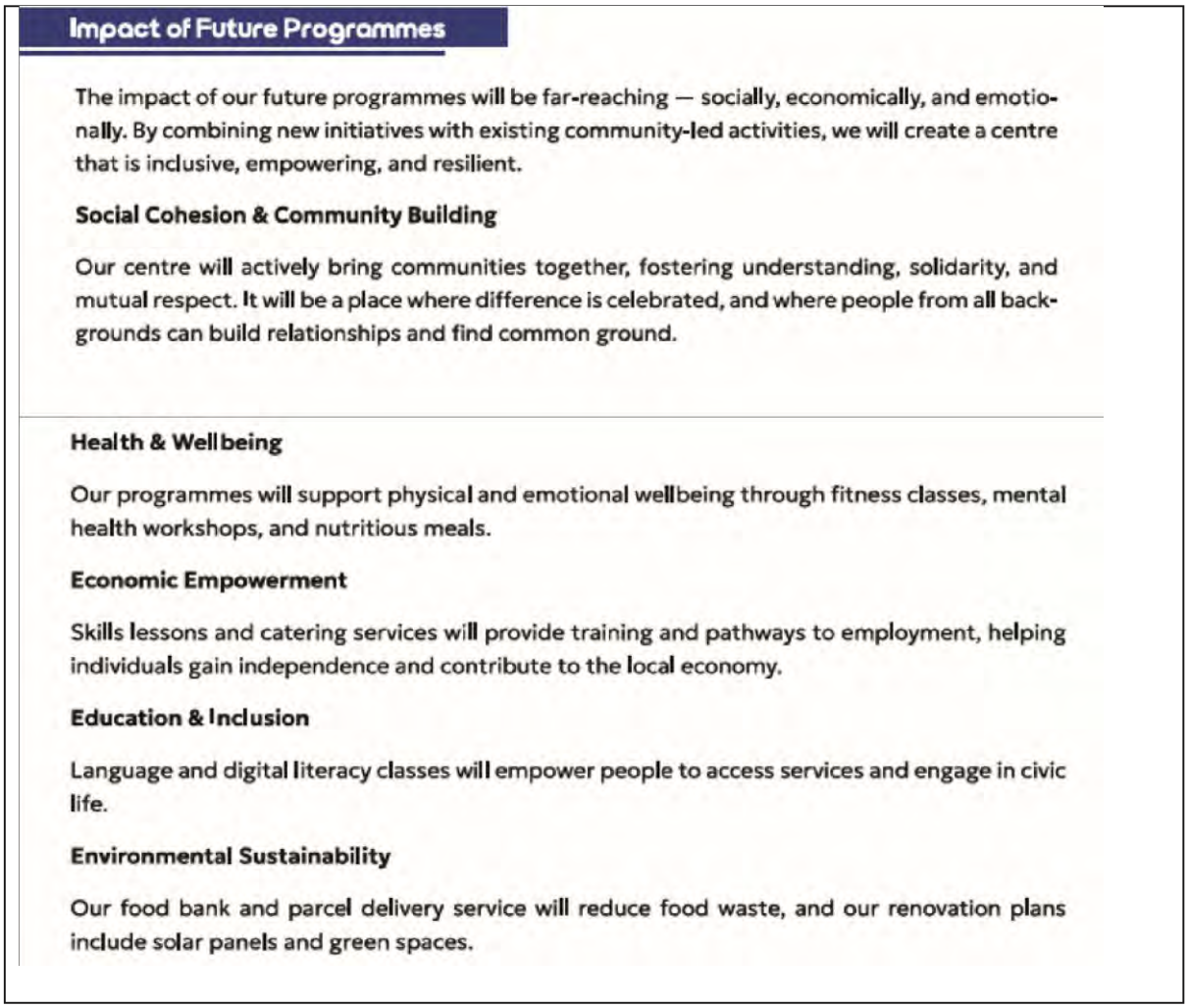
ie. Will you survey the users / invite feedback / compare user numbers with a baseline etc

Measuring Impact

To ensure our services remain effective and responsive, the Rainbow Muslim Women's Group will monitor hall usage and programme participation on a quarterly and annual basis, with the goal of increasing overall usage by 50% within the first two years. Attendance across all activities — including the café, workshops, and classes — will be tracked and evaluated against our organisational objectives to ensure alignment with our mission to engage and support the wider community.

We will maintain comprehensive records covering attendance figures, membership levels, social media engagement, and website traffic. In addition, we will assess our social impact by collecting demographic data of service users, gathering feedback on health and wellbeing outcomes, and documenting how our programmes contribute to reducing isolation and improving quality of life. This evidence-based approach will allow us to continuously refine our services and ensure they meet the evolving needs of Falkirk's diverse population.

4.2.9 Any other relevant information?



Impact of Future Programmes

The impact of our future programmes will be far-reaching — socially, economically, and emotionally. By combining new initiatives with existing community-led activities, we will create a centre that is inclusive, empowering, and resilient.

Social Cohesion & Community Building

Our centre will actively bring communities together, fostering understanding, solidarity, and mutual respect. It will be a place where difference is celebrated, and where people from all backgrounds can build relationships and find common ground.

Health & Wellbeing

Our programmes will support physical and emotional wellbeing through fitness classes, mental health workshops, and nutritious meals.

Economic Empowerment

Skills lessons and catering services will provide training and pathways to employment, helping individuals gain independence and contribute to the local economy.

Education & Inclusion

Language and digital literacy classes will empower people to access services and engage in civic life.

Environmental Sustainability

Our food bank and parcel delivery service will reduce food waste, and our renovation plans include solar panels and green spaces.

Restrictions on use of the land

4.3 If there are any restrictions on the use or development of the land, please explain how your project will comply with these.

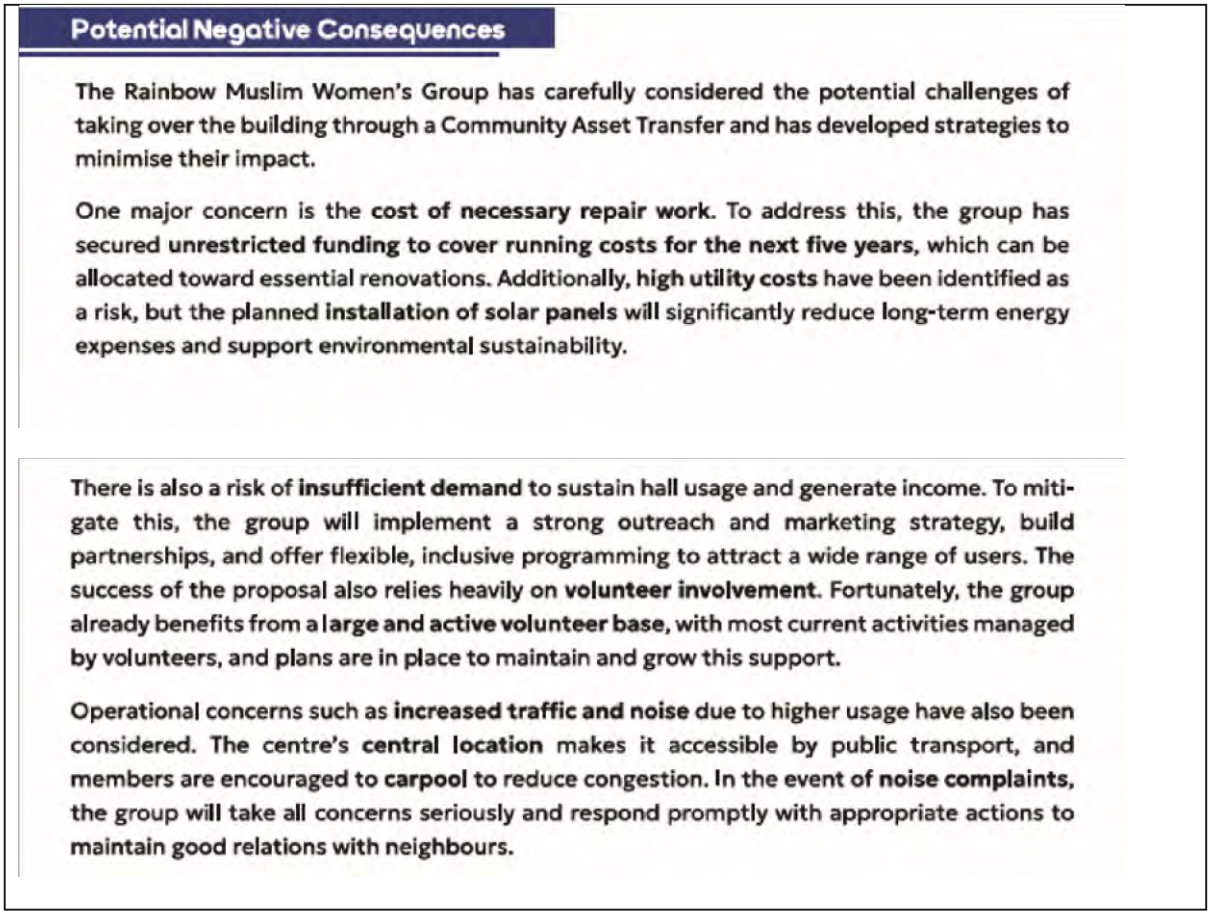
Restrictions might include, amongst others, environmental designations such as a Site of Special Scientific Interest (SSI), heritage designations such as listed building status, controls on contaminated land or planning restrictions.

No known restrictions

Negative consequences

4.4 What negative consequences (if any) may occur if your request is agreed to? How you propose to minimise / reduce these?

You should consider any potential negative consequences for the local economy, environment, or any group of people, and explain how you could reduce these.



Potential Negative Consequences

The Rainbow Muslim Women's Group has carefully considered the potential challenges of taking over the building through a Community Asset Transfer and has developed strategies to minimise their impact.

One major concern is the **cost of necessary repair work**. To address this, the group has secured **unrestricted funding to cover running costs for the next five years**, which can be allocated toward essential renovations. Additionally, **high utility costs** have been identified as a risk, but the planned **installation of solar panels** will significantly reduce long-term energy expenses and support environmental sustainability.

There is also a risk of **insufficient demand** to sustain hall usage and generate income. To mitigate this, the group will implement a strong outreach and marketing strategy, build partnerships, and offer flexible, inclusive programming to attract a wide range of users. The success of the proposal also relies heavily on **volunteer involvement**. Fortunately, the group already benefits from a **large and active volunteer base**, with most current activities managed by volunteers, and plans are in place to maintain and grow this support.

Operational concerns such as **increased traffic and noise** due to higher usage have also been considered. The centre's **central location** makes it accessible by public transport, and members are encouraged to **carpool** to reduce congestion. In the event of **noise complaints**, the group will take all concerns seriously and respond promptly with appropriate actions to maintain good relations with neighbours.

Capacity to deliver

4.5 Please show how your organisation will be able to manage the project and achieve your objectives.

This could include the skills and experience of members of the organisation, any track record of previous projects, whether you intend to use professional advisers, etc.

4.5.1 Has your organisation or any of its members managed projects or owned / leased property/land prior to this?

Yes X

No

The organisation has successfully managed a range of different projects in the past. The group has successfully organised, managed, and delivered educational trips during school holidays – from the Royal Botanic Gardens to Stirling Castle; and recreational trips for the

whole family – from beach trips to Ayr and St Andrews, to a day spent at the Edinburgh Christmas Market.

Please provide details of:

4.5.2 Skills and experience of the members of the organisation

About Us

The Rainbow Muslim Women's Group is a long-established. community-led organisation dedicated to supporting women and families across Falkirk and surrounding areas. Founded over two decades ago, the group has grown organically in response to the evolving needs of the local community. with a particular focus on those from ethnic minority backgrounds.

At its heart, the group exists to create safe, inclusive spaces where women can connect, learn, and thrive. Throughout a wide range of social, educational, and wellbeing-focused activities, the organisation fosters empowerment, reduces isolation, and promotes active participation in community life.

What began as a small grassroots initiative has developed into a trusted and respected charity, known for its welcoming environment, responsive programming, and strong community relationships. The group's work is driven by a deep understanding of the barriers many women face - whether cultural, linguistic, economic, *or* social - and a commitment to breaking those barriers through compassion, collaboration, and practical support.

The Rainbow Muslim Women's Group continues to evolve, guided by its mission to uplift women, strengthen families, and build bridges across communities. With a growing membership, dedicated volunteers, and a clear vision for the future, the group is well-positioned to expand its impact and build a lasting legacy of inclusion and empowerment,

The Rainbow Muslim Women's Group is governed by a diverse and experienced Board of Trustees, each bringing valuable skills and perspectives to the organisation. The committee operates under a two-tier SCIO structure and is supported by part-time staff and a strong volunteer base.

• C• [redacted]

-has led the group for over15years, with more than 25 years of volunteering experience. Her leadership is rooted in community service and entrepreneurship, and she has been recognised With a Lifetime Achievement Award for her contributions.

• **lirea!** 11 *r* - [redacted]

-brings 20 years of business experience and a decade of committee service. She oversees financial management with a practical, detail-oriented approach that ensures fiscal responsibility and transparency.

•5ecre rv- [redacted]

-upports the charity's daily operations with strong organisational skills and reliability. Herbackground in business enables her to manage administrative tasksefficiently.

•Vk C lr- [redacted]

-as run a company for 30 yeats and contributes strategic insight and leadership to the board. Her experience strengthens the group's long-term planning and community outreach.

• Viu-Tr asur r- [redacted]

_,olds qualifications in Social Work and IT, and has worked witf'Iseveral thirdsector organisations. She supports financial oversight and brings a deep understanding of community needs.

• V,,. s---·□,.,,._. ___

-olds a BA (Hons) In English and hasexperlence In education. Shecombines strong rnterpersonal skllls with a commitment to supporting both administrative functions and community engagement

Committee Strengths and Operational SupPQrt (skills audit matrhc attached on appendi)(1)

Beyond the fonr1al trustee roles, the chatlty benefits from two □rt-time staff and over 20 active volunteers, each 1.ontributlng a wide range of practical, creative, ahd Interpersonal skllls. Volunteers support programme delivery, event planning, administration, and community outre□ch, with many trained In Food Hygiene, First Ald, and PVG certification.

The Board of Trustees Includes 1professlonals and entrepreneurs from diverse backgrounds, enabling well-rounded decision-making and strategic planning. Their experience in project management, budgeting, and stakeholder engagement ensures the charity operates effic:fently andsustainabfy.

Trustees and volunteers **alike** are deeply committed to the charity's missfon, often contributing **their tirne and expertise outside of formal responsibilities. Their entrepreneur;ial insight and connections with local tradespeople also support the maintenance andenhancement of physical spaces used by the group.**

Ftnandal **oversight** ls **maintained through dlllgent record-keeping ahd collaboration with an external acc.ountarrt: to ensure compliance with OSCR requirements.**

This **collective strength - combininggovernance, operational capacity, and community dedication - .positions the Rainbow Muslim Women's Group to manage future growth and the responsibilities of asset ownership with confidence.**

4.5.3 Do you intend to use professional advisers? Please provide details.

We will carry out the necessary record-keeping/book-keeping for the centre. We instruct an Accountant to independently examine our accounts before we complete our annual Return with OSCR.

We will instruct a solicitor to negotiate our agreement with Falkirk Council,

We intend to instruct several surveyors, architects, etc. as the need arises.

4.5.4 Do you currently lease/manage a property from Falkirk Council? If yes, please provide details.

We do not currently lease or manage a property direct from Falkirk Council at present. We aim to take on an FRI Licence of the Thornhill Community Centre, which will give us invaluable hands-on experience of managing and operating a community asset.

4.5.4 Please detail how you plan to manage the building?

For example opening and closing the building / managing lets / will you have staff etc?

The centre will be managed by a dedicated group of volunteers, who will manage the opening and closing of the building, and booking of lets. The committee is considering funding a project worker post in the future, but in the interim all projects will be managed by the Rainbow Muslim Women's Group staff and volunteers.

4.5.5 Please provide any other information you think may be relevant.

Score (0-3)

- 3 = Significant experience and expertise.
- 2 = Some knowledge or experience.
- 1 = Interested in learning more.
- 0 = No knowledge or experience.

Skill Category	Description	Chair	Treasurer	Secretary	Vice Chair	Vice Treasurer	Vice Secretary
Governance	Understanding of charity governance, compliance, and legal responsibilities.	3	1	2	2	1	2
Finance	Financial management, budgeting, and understanding charity accounts.	3	3	2	2	3	2
Fundraising	Experience in raising funds through grants, events, or individual donations.	3	3	2	3	3	2
Legal Knowledge	Familiarity with charity, employment, and contractual law.	2	1	2	2	2	2
Strategic Planning	Ability to contribute to long-term strategy development and execution.	3	2	3	3	3	1
HR & People Management	Knowledge of recruitment, staff management, and volunteer coordination.	2	2	3	3	3	3
Marketing & Communications	Skills in PR, marketing strategies, and digital communication.	2	2	2	2	1	2
Community Engagement	Understanding of the needs of the local community and stakeholder management.	3	3	3	3	2	3
Digital & IT	Awareness of digital trends and IT solutions for charities.	1	1	1	1	2	2
Risk Management	Identifying and mitigating risks to the organization.	3	2	3	1	2	2
Leadership & Collaboration	Ability to work collectively, inspire others, and lead initiatives.	3	3	3	3	2	2
	Total Score	28	23	26	25	24	23

gFigure 5: Skills Audit

Awards and Recognition

The Rainbow Muslim Women's Group has consistently been recognised for its outstanding contributions to community development, inclusion, and wellbeing. These accolades reflect the dedication, innovation, and impact of our work over the past two decades.

- **CVS Falkirk Volunteer Engaging Organisation Award – Winner (2016)**
  Honoured for our commitment to creating meaningful volunteer opportunities and fostering a culture of community-led service.
- **SCVO Scottish Charity Awards – Runner-Up (2017)**
  Acknowledged as one of Scotland's most impactful charities, demonstrating excellence in grassroots leadership and programme delivery.
- **CEMVO Scotland Ethnic Minority Awards – Nominee (2018)**
  Celebrated for our role in empowering ethnic minority women and promoting diversity and inclusion across Falkirk.
- **British Muslim Awards – Community Group of the Year Winner (2022)**
  National recognition for our transformative work in bridging communities, supporting vulnerable groups, and championing social cohesion.
- **CVS Falkirk Volunteer's Week – Outstanding Achievement in Health & Wellbeing (2024)**
  Awarded for our innovative and inclusive health and wellbeing programmes that have improved lives and reduced isolation.

These honours not only validate our mission but also inspire us to continue striving for excellence. They serve as a testament to the power of community-led action and the strength of women working together to build a better future.

Section 5. Level and nature of support

5.1 Please provide details of the level and nature of support for the request, from your community and, if relevant, from others.

This could include information on the proportion of your community who are involved with the request, how you have engaged with your community beyond the members of your organisation and what their response has been. You should also show how you have engaged with any other communities that may be affected by your proposals.

5.1.1. What community engagement has taken place to help develop your business plan? Please provide evidence, for example any completed surveys, questionnaires, letters of support, minutes of public meetings etc.

Community Engagement

The Rainbow Muslim Women's Group has cultivated strong, diverse community engagement over the past two decades, involving people of all ages, backgrounds, and faiths. Our programmes consistently attract high levels of participation, reflecting the trust and connection we have built within the community.

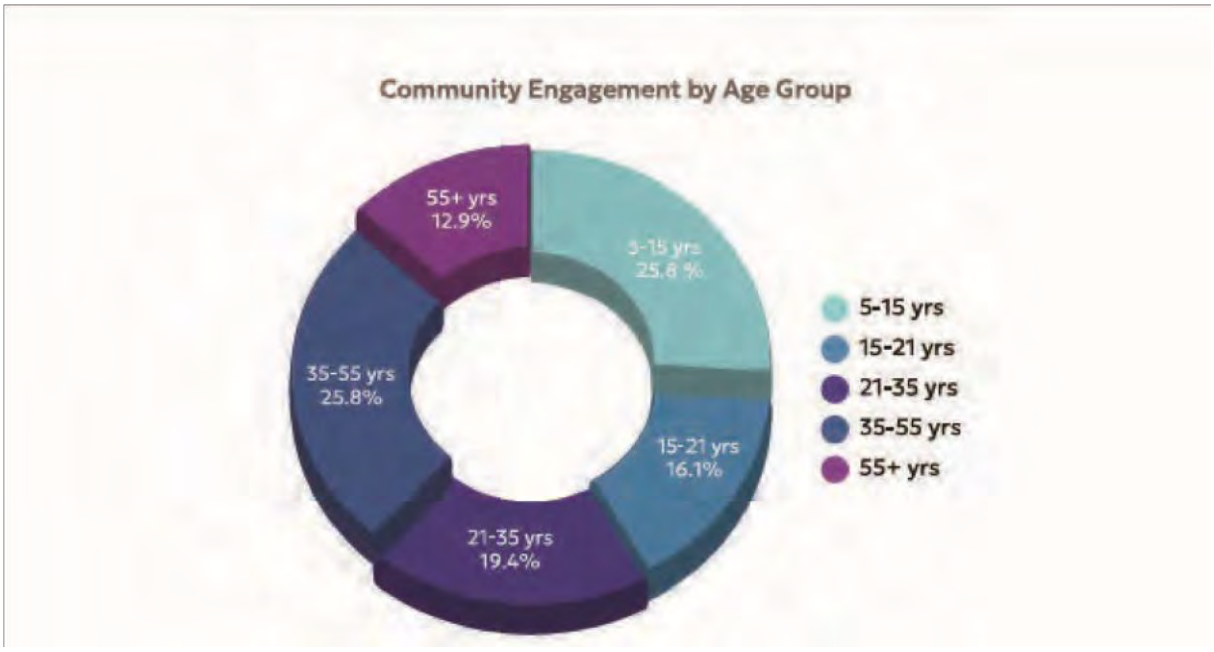
During the pandemic, our group played a vital role in supporting the wider community, and our annual Eid in the Park events have become a symbol of unity — bringing together people from different cultures and faiths in celebration and harmony.

To inform our plans for acquiring Thornhill Community Centre, we conducted a community survey — shared both directly and via social media — to gather feedback from a broad cross-section of residents. The responses were overwhelmingly supportive, with many highlighting the need for a central, accessible space that could host a variety of activities and serve as a consistent point of connection.

We are committed to ensuring that the centre remains community-led and responsive. As needs evolve, we will continue to engage residents through surveys, feedback sessions, and open forums. Our goal is to create a space that reflects the community's voice — not just at the point of acquisition, but throughout its future.

In light of recent challenges — including rising anti-immigrant sentiment and distressing incidents such as attacks on local mosques — the importance of safe, inclusive spaces cannot be overstated. Thornhill Community Centre will be a place where people feel welcome, respected, and empowered. It will stand as a beacon of unity and resilience, actively working to bring communities together and promote social harmony.

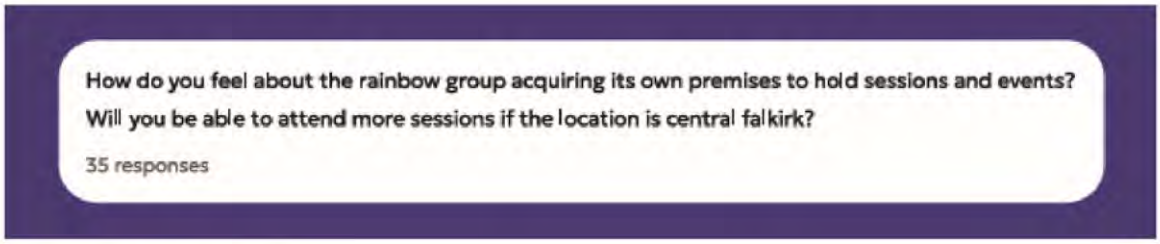
Below are the stats of the active group members benefiting from the groups.



During the pandemic the group has worked actively for the wider community, hence there is a positive approach of the wider community towards the group.

In addition to this, the annual Eid in the Park event also engages people from from a wide range of backgrounds, therefore breaking the cultural barriers and bringing in social harmony.

To better understand the views and expectations of both our members and the wider community, we carried out a survey to gather feedback on the idea of acquiring a community building. The survey was shared directly with members and also posted on social media to reach a broader audience. This allowed us to capture a range of perspectives, ensuring that the voices of those who regularly engage with our work, as well as those who may benefit in the future, were heard.



Summary of Responses

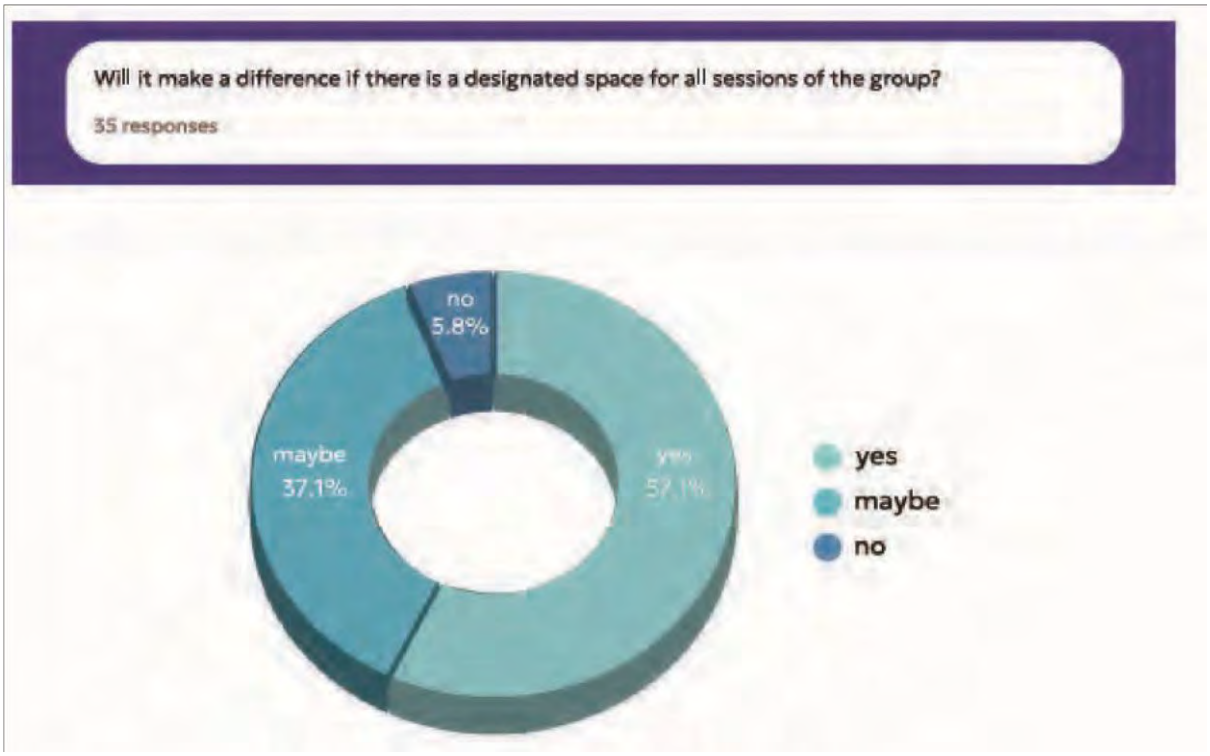
The majority of respondents expressed strong support for the charity acquiring its own community building. Many highlighted that a dedicated, central location—particularly in Falkirk—would make it easier and more convenient to attend sessions, with improved access via local transport. Several participants noted that having all activities and resources in one place would increase attendance, encourage punctuality, and provide greater consistency in service delivery. Respondents also emphasized the social benefits, stating that such a space would help people meet, share experiences, and strengthen the sense of community.

Overall, the feedback was overwhelmingly positive, with many describing the idea as exciting, helpful, and a valuable opportunity for the group's future.



Summary of Responses

Participants suggested a wide variety of activities for the new premises, with the most popular being yoga, exercise/fitness classes, cooking and baking sessions, crafts, and health and well-being workshops. Many also requested personal development opportunities, parenting sessions, and social gatherings such as tea/coffee chats. Some respondents emphasized the importance of children's activities during school holidays and weekend or evening events to make attendance easier for working families. Interest in outdoor activities, sewing/knitting, Zumba, and stalls or community events was also highlighted. Overall, responses show a strong demand for a mix of physical, creative, educational, and social activities, building on what the group already offers but with more variety, frequency, and accessibility.



Survey responses gathered during the planning phase show strong support for the Rainbow Muslim Women's Group's vision to establish a permanent community space. A significant majority of respondents expressed a clear need for inclusive, affordable, and culturally sensitive services in Falkirk, particularly those that promote wellbeing, social connection, and skill development. Many participants highlighted the importance of having a safe and welcoming environment where people from all backgrounds can come together, share experiences, and access support without barriers.

The feedback also revealed a strong appetite for the proposed programmes — including food provision, wellbeing workshops, youth engagement, and language/digital literacy classes — with respondents noting that these would fill critical gaps in existing local services. Importantly, the survey showed that the wider community, not just ethnic minority women, is eager to participate and contribute. This reinforces the group's commitment to inclusivity and community ownership, and confirms that the proposed centre has the potential to become a valued and unifying space for all residents of Falkirk.

Impact Statements from Users

The following impact statements reflect the voices of our users, highlighting the tangible outcomes and changes they have seen.

"The group has given me a place to look after my health through yoga and wellbeing sessions, but more importantly, it's where I've found friends and a real sense of belonging."

"I've learned new skills in the cooking workshops and met people I'd never have connected with otherwise; the group has made me feel part of a community."

"Before I joined the group, I often felt lonely and cut off from others. Taking part in activities like yoga and the coffee and chat sessions has given me a reason to get out of the house, meet new people, and build friendships. Having this safe and welcoming space has made a huge difference to my mental health. I feel happier, more connected, and supported by a community that understands me."

"Attending the sessions has improved my confidence and wellbeing, and I now feel less isolated because I have a supportive group around me."

Feedback from users highlights the transformative impact of the Rainbow Muslim Women's Group's services, with many expressing how the programmes have helped reduce isolation, build confidence, and foster a sense of belonging. Participants consistently noted that the group provides a safe and welcoming space where they feel heard, supported, and empowered. The activities have not only improved individual wellbeing but also strengthened community ties, creating opportunities for learning, friendship, and mutual support across diverse backgrounds.

5.1.2 Have you consulted with other local stakeholder groups or agencies?Please provide evidence.

We have worked with CVS Falkirk & District, who have supported the group with drafting the business plan, finances, governance support, amongst other things.

We maintain close contact with Falkirk Council around the provision of school holiday food and activities.

We have received a number of letters of support from Braveheart, FEL, Sustainable Thinking Scotland, and others.

5.1.4 Have you been in contact with any other communities or community groups that may be affected?Please give details.

We have engaged with the community, the current users of the centre, potential future users of the centre, and the current management committee of the centre.

5.1.5 Please provide any other information you think may be relevant.



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Figure 6: Letter of Support

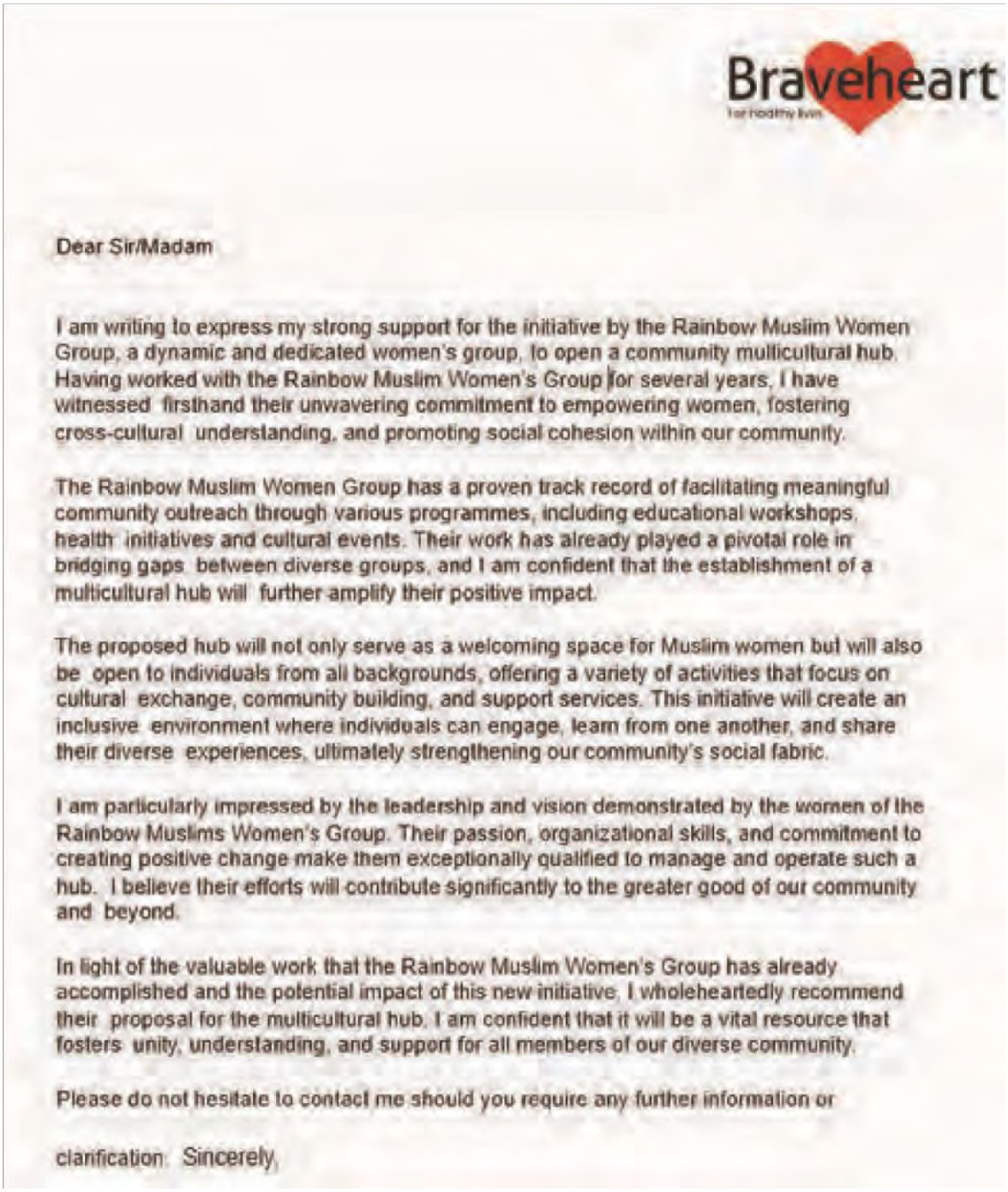


Figure 7: Letter of Support

Avonbridge Community Association

~~Avonbridge Community Centre, Blackston Road, Avonbridge, Falkirk, FK1 2NB~~
c/o [redacted]
Contact: [redacted]

In support of [redacted] and the Rainbow Muslim Women's Group

Avonbridge Community

Avonbridge is a village of ~700 people in a predominantly rural part of the Upper Braes ward, about 6 miles south of Falkirk. There are few services and facilities in the village itself, transport options ar limited, and a high proportion of local children qualify for free school meals.

[redacted] and the Rainbow Ladies have helped our school-holiday activities for the last two yea fl, f!i by providing freshly cooked snacks for a family "Pakora-fest" event in October-2023 and returning in 2024 to lead some fun scratch-cookery sessions. Through excellent food and gentle company, they a brought the best of the town and a taste of the world to this wee country place, made some goo,J,nemories and a few new friends. We look forward to welcoming them at future .;ammun nu in the village.

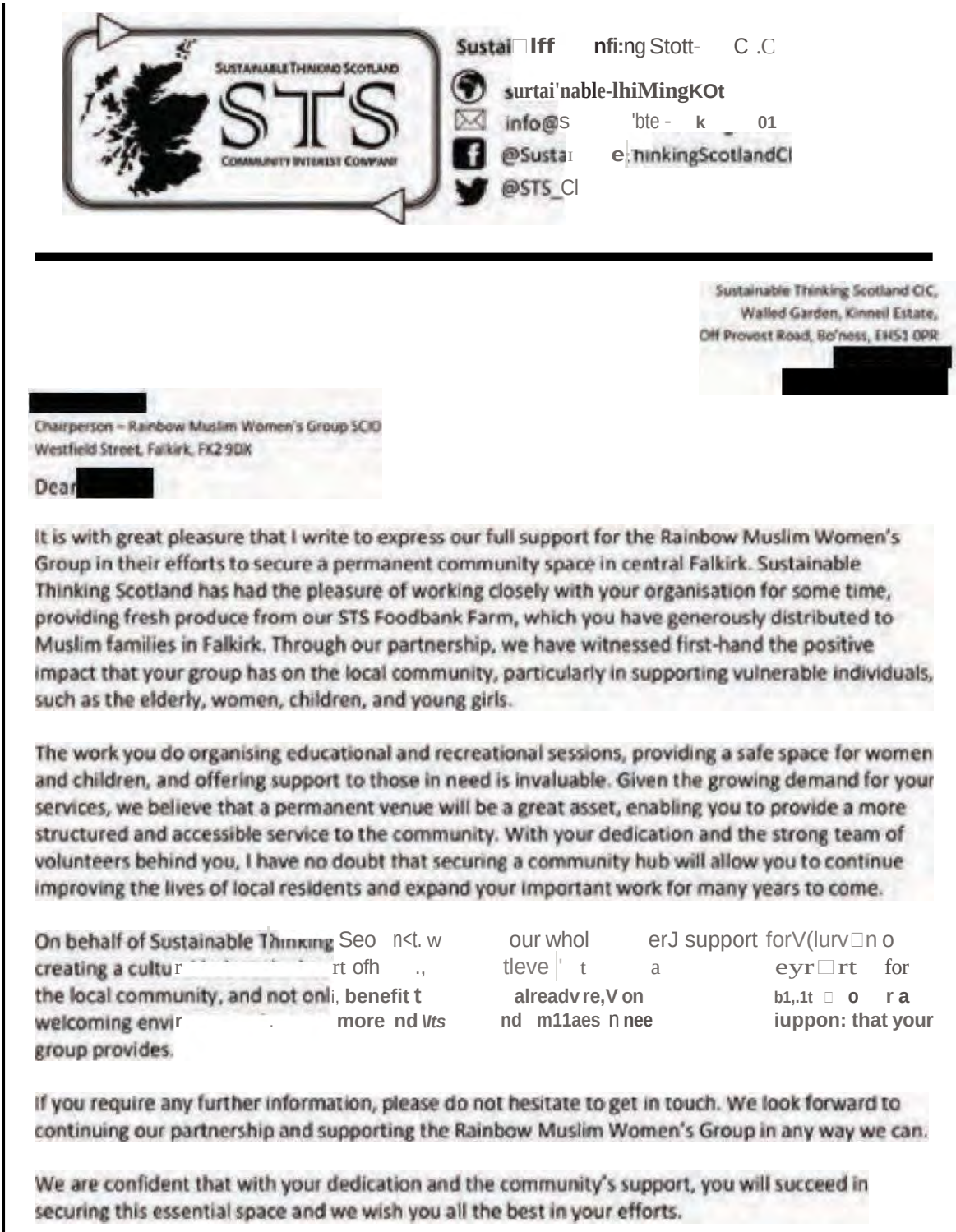
Personal

I first met [redacted] at a third-sector workshop on succession-planning (ironically, 3 years t r we are both still in post!) Since then, I have often encountered her and the Rainbow Muslim Women's Group volunteers doing all sorts of good throughout Falkirk, collaborating and helpin local groups with a wide range of community projects.

Their hearts are huge, and I am sincerely in we,o wh t t ac: ieve bet h here and further afie kl, Please support them in any way you can.

Best regards,

Figure 8: Letter of Suppo,rt



Sustainable Thinking Scotland CIC,
Walled Garden, Kinneil Estate,
Off Provost Road, Bo'ness, EH51 0PR

[redacted]

[redacted]
Chairperson – Rainbow Muslim Women's Group SCIO
Westfield Street, Falkirk, FK2 9DX

Dear [redacted]

It is with great pleasure that I write to express our full support for the Rainbow Muslim Women's Group in their efforts to secure a permanent community space in central Falkirk. Sustainable Thinking Scotland has had the pleasure of working closely with your organisation for some time, providing fresh produce from our STS Foodbank Farm, which you have generously distributed to Muslim families in Falkirk. Through our partnership, we have witnessed first-hand the positive impact that your group has on the local community, particularly in supporting vulnerable individuals, such as the elderly, women, children, and young girls.

The work you do organising educational and recreational sessions, providing a safe space for women and children, and offering support to those in need is invaluable. Given the growing demand for your services, we believe that a permanent venue will be a great asset, enabling you to provide a more structured and accessible service to the community. With your dedication and the strong team of volunteers behind you, I have no doubt that securing a community hub will allow you to continue improving the lives of local residents and expand your important work for many years to come.

On behalf of Sustainable Thinking Seo n<t. w our whol erJ support forV(lurv□n o creating a cultu rt ofh ., tleve ' t a eyr□rt for the local community, and not onli, benefit t alreadv re,V on b1,.1t □ o r a welcoming envir . more nd \/ts nd m11aes n nee iuppon: that your group provides.

If you require any further information, please do not hesitate to get in touch. We look forward to continuing our partnership and supporting the Rainbow Muslim Women's Group in any way we can.

We are confident that with your dedication and the community's support, you will succeed in securing this essential space and we wish you all the best in your efforts.

Figure 9: Letter of Support

Section 6. Financial Viability of Project

Your Business Plan should contain full information about the tinancial viability of the project, evidencing that the organisation will be able to sustain the project in the long term.

Please submit

- at least 1 year's audited accounts to evidence your organisations financial stability (if available)
- where audited accounts are not available (for instance for new groups) please provide a bank statement.
- a projected 5 year income and expenditure account
- a cash flow forecast for the proposed asset transfer.

6.1 Please outline the Policies and Procedures your organisation has in place to govern the group's finances

We have submitted our accounts for all previous years that we have been operational to OSCR, complete and on time, as is required of registered SCIOs. Our finances are presented and scrutinised on a regular basis at our board meetings. We follow OSCR's Guidance and Good Practice for Charity Trustees (oscr.org.uk) to ensure we manage our finances correctly.

The rates for each of our spaces have been set for the coming year, and these will be reviewed yearly at our AGM.

Our 5-Year Cash Flow, accounts, have been submitted along with this application.

Income Forecast (Lets and Hires)

Lessons	Rate	Weekly	Yearly	Hire Income
Weekday Hires				
Main Hall	£15/hour	50*	2500	£37,500
Kitchen	£10/hour	20	1000	£10,000
Pavilion Room 1	£12/hour	10	500	£5,000
Pavilion Room 2	£10/hour	5	250	£2,500
Weekend Hires				
Package 1	£65/ 3hours	N/A	30	£1,800
Package 2	£100/ 3hours	N/A	25	£2,500
Pavilion Room 1	£35/3 hours	N/A	20	£700
			Total per Year	**£60,000**

- Assumptions based on 42 hours per week usage of main Hall (as advised by the management committee) with a potential to increase to 50 hours. (50 weeks a year)

Our group activities to be held in Pavilion Hall when kitchen is not needed. Where our activities require kitchen usage (like cooking, baking classes and Breakfast Café) current hall users will be offered the renovated Pavilion Hall.

Weekend Hire's assumptions based on the availability of other community centres on weekends.

Profit Forecast (Chat & Chai Cafe)

Quarter	People attending per session	Price per breakfast	Cost per breakfast	Profit per Breakfast	Weekly profit	Quarterly Profit
Q1	30	£4.50	£2.00	£2.50	£150.00	£1,500.00
Q2	40	£4.50	£2.00	£2.50	£200.00	£2,000.00
Q3	45	£4.50	£2.00	£2.50	£225.00	£2,250.00
Q4	45	£4.50	£2.00	£2.50	£225.00	£2,250.00
				Total Profit		**£8,000.00**

- Assumptions made on previous breakfast events arranged by the group.

Breakfast sessions will be run bi-weekly (Monday and Thursday from 9:30 – 12:30)
Estimated costs includes the direct volunteers' expenses.

We have conducted research into local breakfast prices and found that our reduced-price Breakfast Club offers meals at a rate substantially lower than the average cost of a dine-in breakfast in the area. While most sit-in breakfasts in Falkirk cost between £5.50 and £10.00, our café will serve a hearty, homemade morning meal for £4.50. This ensures our service remains affordable and accessible to the community, particularly for those affected by the rising cost of living.

Profit Forecast (Lessons)

Lessons	Max. Intake per Term (Persons)	Cost per Lesson	Cost per Term	Price per Term/Person	Income per Term	Profit per Term	Profit per Annum
Sewing	10	£55	£330	£100	£1,000	£670	£4,020
Crochet	10	£25	£150	£65	£650	£500	£3,000
Cooking/ Baking	15	£20	£540	£95	£1,425	£885	£5,310
					Total		**£12,330**

Section 7. Funding

7.1 Please outline how you propose to fund the price or rent you are prepared to pay for the land, and your proposed use of the land.

If you intend to apply for grants or loans you should demonstrate that your proposals are eligible for the relevant scheme, according to the guidance available for applicants.

7.1.1 Please show your calculations of the costs associated with the transfer of the land or buildings and your future use of it, including any redevelopment, ongoing, maintenance and the costs of your activities. All proposed income and investment should be identified, including volunteering and donations.

We have calculated the group's Board of Trustees volunteering hours based on monthly meetings of our board of trustees and all volunteering work carried out by the Board. A rate of £40/hour has been calculated, as illustrated in the appendices, for when the Board meets, and when individuals are acting in their capacity as a Trustee of the Board. We have also calculated the Volunteer hours based on the activities, events etc., that we have planned for the next few years, plus the day-to-day management of the hall.

Volunteering Hours	Rate	Hours	Year 1 Benefit	Year 2-3 Benefit	Year 4-5 Benefit
Board of Trustees	£40ph	1,560	£62,400	£131,428	£140,790
Volunteers	£12ph	3,016	£36,192	£76,214	£81,643
	Total	4,576	£98,592	£207,642	£222,433

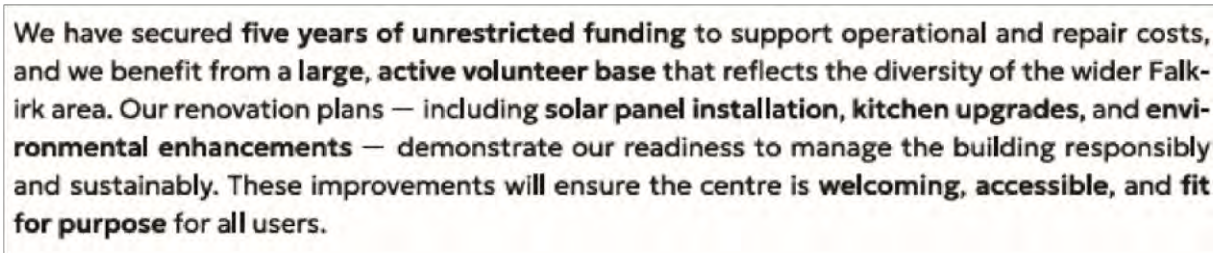
Please see our Cash Flow for all our planned start up, ongoing, maintenance and planned redevelopment costs. Our Cash Flow also shows all proposed income and investment.

We aim to host fundraising events on a frequent basis to help generate additional income for the group.

All proceeds from lets will be used to continue our charitable purposes.

We recognise we will require a solicitor to review and negotiate the terms of our agreement.

7.1.2 Please supply details of what funding you have received so far, and of any conditions attached to it.


We have secured **five years of unrestricted funding** to support operational and repair costs, and we benefit from a **large, active volunteer base** that reflects the diversity of the wider Falkirk area. Our renovation plans — including **solar panel installation, kitchen upgrades,** and **environmental enhancements** — demonstrate our readiness to manage the building responsibly and sustainably. These improvements will ensure the centre is **welcoming, accessible,** and **fit for purpose** for all users.

This funding is from the Corra Foundation, supporting documentation will be sent with the application.

7.1.3 Please supply details of any funding you have applied for but have not yet received a response or decision.Please include timescales if known.

At present, we have no funding applications outstanding.

7.1.4 Details of any other funding you will have access to? i.e. voluntary contributions, borrowing etc.

We hold a significant level of reserves so that we are confident in our ability to take on the asset through community ownership.

Alongside the lettable incomewhich will come from the centre, we also have our projected lesson and cafe income,we will also look to hold a number of fundraising events throughout the year, and we also welcome donations from the community, local businesses, and other groups.We receive regular donations from the community for the work that we do, and we do not foresee any reason why this would not continue.

As a SCIO, we will have access to all relevant financial products and services if required.

7.1.5 Pleaseoutline your funding strategy if you have one, as well as anyother relevant information.

Past Funding Experience

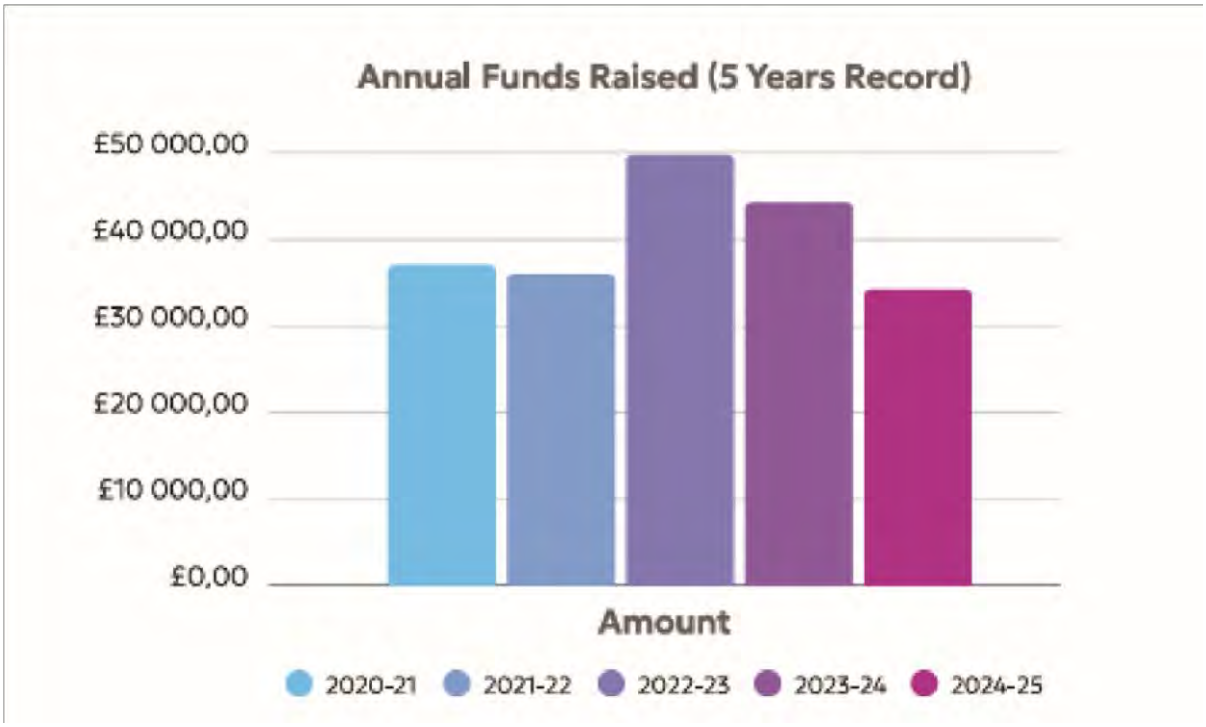
Over the past decade, the Rainbow Muslim Women's Group has built a strong and trusted reputation among funders, consistently securing vital financial support to deliver meaningful impact across the community. In the last five years alone, we have successfully raised **£201,118.42** from a diverse range of partners, including national charities, local authorities, and individual donors.

Our three largest funders — **Corra Foundation**, **CVS Falkirk**, and **Falkirk Council** — have provided sustained support, recognising the value and effectiveness of our programmes. Their continued investment reflects confidence in our governance, delivery, and ability to reach underserved communities.

In addition to institutional grants, we have benefited from **public donations**, **sector-specific funding**, and **community-led fundraising efforts**, all of which have contributed to our financial resilience and programme expansion.

These funds have been strategically invested in initiatives that promote **social inclusion**, **mental and physical wellbeing**, **skills development**, and **community cohesion**. From educational trips and training courses to food provision and cultural events, our funding has enabled us to respond to real needs with practical, inclusive solutions.

Our consistent fundraising success demonstrates not only our operational capacity but also the strength of our relationships with funders and the wider community. It positions us well for future growth and for taking on the responsibilities of managing a community-owned asset.



VOLUME 1

REVIEW SUBMISSION

COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015

APPLICATION FOR REVIEW UNDER SECTION 86

THORNHILL COMMUNITY CENTRE

ON BEHALF OF

RAINBOW MUSLIM WOMEN'S GROUP SCIO

Submitted To:

[redacted]

Falkirk Council
Falkirk Stadium
4 Stadium Way

FK2 9EE

Review Applicant:
Rainbow Muslim Women's Group SCIO

Scottish Charity Number:
sc047758

Property:
Thornhill Community Centre
Thornhiil Road

Date of Submission:
9th September 2026

COMMUNITY EMPOWERMENT (SCOTLAND) ACT 201S

APPLICATION FOR REVIEW UNDER SECTION 86

THORNHILL COMMUNITY CENTRE

REVIEW SUBMISSION

ON BEHALF OF RAINBOW MUSLIM WOMEN'S GROUP SCIO

Submitted to:

[redacted]

Falkirk council
Falkirk Stadium
4 Stadium Way
Falkirk
FK2 9EE

Review Applicant:
Rainbow Muslim women's Group SCIO
(Scottish Charity NO. SC0477S8)

Submission Date.' 9th September 2026

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10. Why the Officer Recommendation Should Be Upheld
11, Community Benefits
12, Governance, Capacity and Deliverability
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14, Impact of Continuing Uncertainty on the Community
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17, Review procedure Requested
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Supporting Evidence

This Review Submission should be read alongside the accompanying Evidence aundle.

The purpose of this submission is to set out the factual backgrounde procedural history, and the reasons why Rainbow Muslim Women's Group SCIO respectfully submits that its Community Asset Transfer Request should be agreed, The accompanying Evidence Bundle contains the supporting documentation upon which this submission relies. including the original asset transfer request, officer assessment materials, governance documentation, licence arrangements, mediation materials, community support evidence, and related correspondence,

Whilst the Review Submission is intended to be read es a standalone document, it should be considered together with the Evidence Sundle as a complete record of the matters relied upon by RMWG in support of this review application.

1. EXECUTIVE SUMMARY

This Application for Review is submitted by Rainbow Muslim Women's Group SCIO ("RMWG") under Section 86 of the Community Empowerment (Scotland} Act 2015 following the expiry of the statutory determination period without the issue of a Decision Notice in respect of its Community Asset Transfer Request for Thornhill Community Centre, Falkirk Council has subsequent'} confirmed that no decision notice was issued within the prescribed period and that review rights have arisen.

This review concerns a Community Asset Transfer Request that has already been subject to a comprehensive assessment by Falkirk Council.

Following that assessment, Council officers concluded that RMWG represented the strongest proposal and recommended that ownership of Thornhill Community centre should transfer to RMWG. RMWG achieved the highest overall assessment score and was identified as the preferred applicant following consideration of governance, sustainability. deliverability, cornrnunity benefit, equality outcomes and organisational capacity,

Executive subsequently elected to defer determination to allow mediation and exploration of potential col'aborative arrangements between the competing applicants. RMWG respected that decision entirely and participated fullb professionally and in good faith throughout the mediation process,

It is important to recognjse, however, that mediation did not occur in isolation,

For many months prior to mediation, the parties had already been occupying Thornhill community Centre under a Council-established principal licence and sub-licence arrangement, Shared occupation, operational engagement, governance discussions, Council intervention and the development of operational frameworks all represented opportunities to explore collaborative working in practice. Those opportunities were extensive and sustained,

The mediation process represented the latest stage in that wider effort. That process concluded without agreement,

The independent mediator recorded that na agreement had been reached and that the parties were unable to unify around a collaborative approach to securing the Community Asset Transfer Of Thornhill Community Centre.

- No jointly governed proposal emerged,
- No agreed governance framework emerged,
- No alternative proposal emerged capable of replacing the recommendation already before Falkirk Council,

Accordingly, this review raises straightforward and important question:

What evidence emerged following the Council's asse5sment process that justifies departing from the recommendation already reached by Falkirk Council's professional officers?

RMWG respectfully s'Jbmits that no such evidence exists.

The Council's own assessment process identified RMWG as the strongest application.

The collaborative alternative subsequently sought by Executive was explored extensively and did not materialise.

The officer recommendation therefore remains the strongest* most comprehensive and most evidence-based conclusion available to the Review Committee.

For these reasons, RMWG respectfully invites the Review Committee to uphold the merits of the original recommendation and determine that ownership of Thornhill Community Centre should transfer to Rainbow Muslim Women's Group SCIO

2. APPLiCÄNT DETAILS

Rainbow Muslim Women's Group SCIO V' RMWG [II]) is a Scottish Charitable Incorporated Organisation registered with OSCR under charity number SC047758„

RMWG exists to advance education, organise activities which improve quality of life, promote religious and rac•al harmony and support those in need. For more than two decades the organisation has delivered projects, programmes and services throughout Falkirk and the wider Forth Valley area3. PROPERTY DETAILS

This review relates to:

Thornhill Community Centre
Thornhill Road
Falkirk

The property has been the subject of competing Community Asset Transfer Requests and has been occupied under principal licence and sub-licence arrangements since October 2025-

4. BASIS FOR REVIEW

RMWG [I] s application was validated on 16 February 2026. The statutory determination period expired on 16 August 2026. No Decision Notice was issued- Falkirk Council subsequently confirmed that RMWG was entitled to seek review.

This review is therefore submitted under Section 86 of the Community Empowerment (Scotland) Act 2015.

5. PROCEDURAL HISTORY

The history of this matter is important because it demonstrates both the thoroughness of the Council's assessment process and the extensive efforts subsequently ondertaken to explore collaborative alternatives.

RMWG submitted a Community Asset Transfer Request in respect of Community Centre. A competing request was submitted by Falkirk Thornhill Community Hall SCIO. Following validation, Council officers undertook a detailed assessment of both applications against the statutory criteria.

That assessment resulted in a recommendation that ownership should transfer to RMWG.

When the matter came before Executive in June 2026. members chose not to determine the applications immediately. Instead, Executive elected to defer determination to allow independent mediation and further exploration of collaborative working arrangernents between the parties,

Mediation subsequently took place during July 2026, An independent mediator engaged with both organisaticns and explored whether a collaborative model could be developed.

The mediation concluded without agreement.

Executive subsequently reconsidered the matter in August 2026, No Decision Notice was issued and the statutory determination period expired shortly thereafter.

6, THE COUNCIL'S ASSESSMENT AND RECOMMENDATION

The Council's assessment process should be regarded as the foundation of this review.

The recommendation •n tavour of RMWG was not reached casually, nor was it the view of a single officer. It was the outcome of a structured assessment process undertaken by Falkirk Council in accordance with the statutory framework for Community Asset Transfer requests,

The applications were examined in detail,

- Governance arrangements were assessed,
- Community benefit proposals were assessed
- Financial sustainability was assessed,
- Organisational capacity was assessed.
- Equality impacts were assessed.
- Public health and social wellbeing outcomes were assessed, ollowing that process, the Council's professional officers reached a clear conclusion.

RMWG represented the strongest proposal and ownership should transfer to RMWG.

The assessment scoring reflected that conclusion.

RMWG achieved a score of 68 out of 80, while the competing application achieved 62 out of 80.

The significance of these findings should not be understated.

This review does not begin from a position of uncertainty,

It begins from a position where the Council's own assessment process has already identified the preferred applicant.

7. RAINBOW MUSLIM WOMEN'S GROUP: AN ESTABLISHED COMMUNITY ORGANISATION

RMWG is not a newly established body seeking to develop capability,

It is an established community organisation with a substantial track record of delivery.

For more than twenty years, RMWG has delivered programmes and activities designed to improve health, wellbeing, education, community participation, satiäL inclusion and community cohesion.

The organisaticn has developed strong relationships across the voluntary, community and public sectors and has demonstrated an ability to secure external funding, manage projects and mobilise volunteers,

The Annual Report for 2025 demonstrates the breadth of activity undertaken by the organisation.

These activities include:

- health and wellbeing programmes; yoga and mindfulness sessions; family activities; youth programmes;
- educational visits; community events; women's empowerment initiatives; charitable and humanitarian projects;
- volunteering opportunities; food support and social inclusion programmes-

The organisation's work has also attracted external recognition, including awards acknowledging contributions to health, wellbeing and community development,

This record demonstrates that RMWG is not merely proposing future community benefit.

It is already delivering it.

g. EXHAUSTIVE ATTEMPTS AT COLLABORATIVE WORKING

One of the most striking features afthi5 case is ttæ extent to which collaborative work' ng has already been explored.

Collaborative working was not ignored.

Collaborative working was not refused.

Collaborative working was actively tested over a prolonged period.

In September 2025 Falkirk Council established a framework under which the parties would operate through a principal licence and sub-licence arrangement. The intention was to enable shared occupation and provide a practical opportunity for collaboration to develop. From October 2025 onwards the parties occupied and operated within the same facility.

This meant that collaborative working was not simply a theoretical aspiration.

It tested in practice,

As operational issues arose, RMWG sought to establish greater clarity through govemance proposals, communication protocols, operational rules and dispute-resolution arrangements. These proposa\s were documented and shared with Falkirk CouncilDespite those efforts, significant operational difficulties continued to arise.

Disputes emerged regarding management responsibilities, operational authority, costsharing arrangements and day-to-day operation of the facility.

Council officers were required to intervene and provide clarification regarding the operation of the liccnce arrangements and the obligations of the parties.

It is therefore important to understand that when Executive later directed formal mediation, mediation was not the beginning of a conversation.

It was the latest stage in an extended and sustained effort to determine whether a viable collaborative model could emerge.

9. MEDIATION AND ITS OUTCOME

The purpose of the mediation was clear.

Executive wished to determine whether a collaborative arrangement could emerge that might justify departing from the officer recommendation already before it.

RMWG participated fully and constructively in that process,

The independent mediator met both parties, facilitated discussions and explored possible pathways forward.

The outcome was equally clear,

No agreement was reached.

The mediator recorded that the parties were unable to unify around a collaborative approach to the Community Asset Transfer.

impartantlv, mediation did not produce:

- an agreed governance structure;
- a jointly developed proposal;
- a shared operational framework;
- or an alternative application capable of replacing the officer recommendation.

The significance of that outcome is considerable.

The reason tor Executive's deferral was testedThe

process concluded.

The hoped-for collaborative alternative did not emerge-

10. WHY THE OFFICER RECOMMENDATION SHOULD BE UPHELD

The central issue before the Review Committee is not whether collaboration would have been desirable. It is difficult to imagine any community organisation arguing that collaboration. where achievable, is not a positive objective.

Rather, the issue is whether the extensive efforts undertaken to achieve that objective resulted in the emergence of a viable alternative proposal capable of replacing the recommendation already before Falkirk Council,

The answer to that question is no.

When Falkirk Council officers completed their assessment of the competing Community Asset Transfer applications, they did so following a detailed and structured evaluation process. Both apptications were considered against the relevant statutory criteria and* having undertaken that assessment, officers concluded that RMWG represented the strongest proposal and should be awarded ownership of Thornhill Cotnrnunity Centre. That conclusion reflected the professional judgement of the Council's own assessment process and resulted in a clear recommendation in favour of RMWG.

Executive subsequently elected not to determ ine the applications and instead chose to provide a further opportunity for collaboration to be explored. RMWG respected that decision and engaged fully in the process which fallowed. However, it •s important to recognise that mediation was not taking place in vacuum. The parties had already occupied the same building undet licence and sob-licence arrangements since October 2025 and had already been given numerous opportunities to develop practical mechanisms for collaborative working. Governance proposals had been prepared, operational frameworks had been suggested, Council officers had been involved and practical collaboration had already been tested in the day-to-day operation of the building-

The mediation process represented one final opportunity to determine whether a collaborative futu re was achieva ble.

The independent mediator's report now provides the anse.ver to that question.

No agreement was reached. The parties were unable to unify around a collaborative approach and no workable alternative proposal emerged. Whilst the mediation process may have provided clarity regarding the positions of the parties, it did not produce an agreed governance structure, an alternative tra nsfer proposal, or any arrangement capable of replacing the recommendation already before the authority.

The significance of this is substantial.

Executive deferred determination because it wished to establish whether a different course of action could emerge, That opportunity was provided. The process has now concluded .The hoped-for alternative did not materialise. The Review Committee is therefore effectively returned to the same position that existed before the June 2026 deferral. namely that the Council's own assessment process had identified RMWC as the strongest proposal and recommended transfer accordingly-

The Review committee is respectfully invited to attach significant weiÉht to that fact. The recommendation remains the only fully assessed, fully evaluated and evidence-based proposal before the authority. No subsequent evidence has emerged capable of displacing

11. COMMUNITY BENEFITS

The Community Asset Transfer legislation places significant emphasis upon community benefit.

The evidence demonstrates that RMWG delivers community benefit across all of the principal statutory themes.

The organisation promotes health and wellbeing through regular health, fitness and wellbeing programmes.

It promotes social wellbeina through volunteering, community participatiOn, skills development and activities that reduce isolation-

It supports economic development through employability, skills training and volunteering opportu nities.

it contributes towards equality and reduction of inequalities through extensive engagement with women, ethnic minority communitiesv older people, young people and families facing harriers to participation.

The Council's own assessment recognised these benefits and attached significant weight to them.

12. GOVERNANCE, CAPACIIY AND DELIVERABILITY

The evidence before the Review Committee demonstrates that RMWG possesses the governance arrangements, organisational maturity end delivery capability required to steward Thornhill Community Centre sua:essfutlv.

The organisation operates as a SCIO with an established constitutional structure and trustee board.

- It has demonstrated the ability to secure and manage external funding, o It has demonstrated the ability to deliver significant programmes, a It has demonstrated the ability to recruit and coordinate volunteers.
- it has demonstrated resilience and sustainability over a prolonged period.

These strengths were reoognised by thc Council's own assessment process.

13. SUSTAINABILITY* INVESTMENT AND LONG-TERM STEWARDSHIP

The long-term future of thornhill Community Centre requires investment, planning and confidence,

The Council's own recommendation included provision for Enablement Funding Of up to E101,738 to support improvements to the facility.

Those improvements include measures intended to improve sustainability, modernise facilities and strengthen the long-term viability Of the buiiding,

RMWG ha5 demon5trated a track record of securing funding and delivering projects and is therefore well placed to maximise these opportunities.

14. IMPACT OF CONTINUING UNCERTAINTY ON THE COMMUNITY The absence of a final

determination affects more than the parties.

It affects the community.

Continued uncertainty restricts long-term planning.

- It delays investment.
- It postpones refurbishment projects, o It prevents funding opportunities from progressing.
- It creates uncertainty for those who use and rely upon the centre.

The Community Asset Transfer process exists to deliver positive community outcomes.

The community now deserves certainty and a clear direction for the future.

15. COMPARISON WITH ALTERNATIVE PROPOSALS

Section 82 of the Community Empowerment (Scotland) Act 2015 requires the authority, when considering an asset transfer request, to consider the benefits of the proposal before it and compare those benefits with any alternative proposals. That obligation applies equallyduring the review process.

In this case, that comparison has already been undertaken through Falkirk Council's own assessment process. The competing applications submitted by RMWG and FTCH were evaluated against the relevant criteria and scored accordingly. Following that exercise, Council officers concluded that RMWG represented the stronger proposal and recommended that ownership of Thornhill Community Centre should transfer to RMWG.

Executive subsequently deferred determination in order to establish whether a collaborative alternative could emerge through mediation- The independent mediation process has now concluded and no agreement was reached. The mediator confirmed that the parties were unable to unify around a collaborative approach to securing the Community Asset Transfer.

Accordingly, the comparison between available options now remains substantially the same as that previously a5sessed by officers, The collaborative alternative that Executive hoped might emerge did not materialise, end no replacement proposal was brought forward that was capable of displacing the recommendation already before the authority.

RMWG therefore respectfully submits that the evidence continues to support the conclusion reached hy Falkirk Counci!s own assessment process, nameti/ that RMWG represents the strongest proposal when compared with the available alternatives.

16. NO REASONABLE GROUNDS EXIST TO REFUSE THE REQUEST

The statutory framework requires that a request should be agreed unless reasonable grou nds exist for refusal.

The Council's own assessment recommended transfer to RMWG-

- RMWG achieved the highest as5essment score.
- The evidence demonstrates substantial community benefit. e, Governance and sustainabi'ity are well evidenced, o Collaboration was extensively explored.
- No viable alternative proposal emerged.

Accordingl% RMWG respectfully submits that there are no reasonable grounds to refuse the request.

17. REVIEW PROCEDURE REQUESTED

RMWG considers that the Review Committee possesses a substantial body of information arising from the original Community Asset Transfer process. the asset transfer request, the competing application, the officer assessment, Executive reports, representations received doting consultation. and the outcome of the mediation process, •n addition, this Review Submission is accompanied by a :omprehensive Evidence Bundle containing the docurnents upon v"üch RMWC relies in support of this re.iew application

Having regard to the volume of material aFeady available, RMWG considers thet the review is capab'e of determination on the basis Of the Mitten submissions and documentary evidence before the Committee, The principal issues are well defined and have been the sut*ect Of extensive consideration through the original assessment process 'the Executive's deliberatiorts, the shared occupation arrangements, and the mediation process,

Howeverr should the Community Empowerment Review Committee consider that a hearing session. site Visit any other procedtre would assist in reaching its determination, RMV'/Ci would welcorr,e the opportunity to participate fully and provide any further clarification that the Committee may consider helpful

18. OUTCOME SOUGHT

Rainbow Muslim Women's Group respectfully requests that the Community Empowerment Review Committee:

1. uphold the merits of the RMWC Community Asset Transfer request and uphold this review;
2. Conclude that the request should be agreed;
3. Determine that the transfer of Thornhill Community Centre should proceed in favour of RMWG; and

4, Issue an appropriate decision notice in accordance with the Community Empowerment (Scotland) Act 2015.

19. CONCLUSION

This review concerns the future ownership, stewardship a-id long-term development of a significant community asset It is review that takes place following a full statutory assessment proces extensive officer consideration, prolonged shared occupation arrangements, independent mediation and the eventual expWy of the statutory determination period without a decision Oe•ng issued, The Review Committee is therefore not being asked to determine this matter in the absence of evidence. Rather, it is being asked to consider the substantial body of evidence that has already been gathered and tn determine whether any material basis now exists to depart from the conclusion previously reached by Falkirk Council's own assessment process.

The Council's assessment process was comprehensive. It evaluated both competing appr•cations against the statutory criteria and considered governance, sustainability, deliverability, community benefit, equality impacts and organisational capacity, Havir•g undertaken that work. Counci officers concluded that Rainbow Muslim Women's Group represented the strongest proposal and recomtnended that ownership of Thornhill Community Centre should transfer to RMWG. That recommendation was supported by the highest assessment score and reflected the professional judgement of those responsible for evaluating the competing appÄcations,

Executive subsequentw chose to expaore whether a collaborative alternative could emerge. RMWG fully respected that decision and participated constructivety throughout the process, However, the possibility of collaborative woüing was not explored solely through the mediation exercise itself. The parties had already been operat.ng within the same facility under a principal "cence and sub-licence arrengement sir,ce October 2025. Shared occc.•patian, govemance dscossians, operational frame.vorkst Council intervention and mediation all represented substantial and sustained efforts to determine whether a collaborative model could be achieved in practice. In that regard, collaboration was not merely considered as a theoretical possibility. It was activebJ tested through practical experience over a prolonged period.

The outcome of those efforts is known. The independent mediator confirmed that no agreement was reached and that the parties were unable ta unify around a collaborative approach to securing the Commur•.ity Asset Transfer. Whilst the mediation process may have clarified the positiors of the parties. it did not result in an agreed governance structure, a jointly deveroped proposal, or any alternative arrangement capable cf replacing the recommendation already before Falkirk Corncil, The purpose for which Executive deferred determination was therefore fully explored, yet the hoped-fer alternative did not emerge.

Importantly, this rev•ew is not solely concerned with what failed to emerge- It is equalb/ concerned with what has already been demonstrated, RMWG is an established community organis.ation with a proven track record spanning more than two decades. Throughout that period the organisation has delivered programmes and services that improve health and wellbeing, reduce social isolation, support learning and personal developtnertti pnognote equality and community cohesion, and provide practical support 10 individuals and families The

organisatiota demonstrated effective govemance$ tesponsib/e financial management, successful grant-management capability, strong partnerships, and the abiiity to mobilise and 50stair. involvement. The evidence before the Review Committee demonstvates oot an aspiration to deliver :ommunity benefit. but an established history of doing so.

The own assessment reached the same conclusion. Officers deterrf'ir.ed that RMWG was best placed to secure the mg-term future of Community Centre to rnurnise the benefits that ownership would bring to tie wider comxusnity. Signi6antly, nothing that has occurred since that vecommendattan was reached has undermined those firsfings. anythingi the subsequent events have reinforced tne tobostness of the original assessment- The extensive efforts to establish a collaborative alternati*R did not result io a superior proposal- The recommendation therefore stands today supported by the original assessment processr but also by the evidence gathered since.

The :ommunity has now waited through full assessment process, an extended period of shared occupation, multiple attemots to establish collaborative arrangements, a fotroat mediatio process and the expiry at the statutory determination period. The continuing uncertainty has delayed investrr•ent€ restricted long-term planning and postponed opportunities to and develop the facility the benefit of local people, The :ommunity is entitled to certainty regarding the future of this important asset and the opportunity to realise the benefits identified during the Council's own assessment process,

The question that remains for the Review Committee is therefore a straightfomard one:

What evidence has emerged since the officer recommendation reached that jtgtifies a different conclusion?

RMWG respectfully subtilits that no soch evidence exists.

The Council's assessment remains the a-tost comprehensive erahuation undertaken in relation to the cornpetirg applications. The recommendation flowing from that assessment remains unchanged. The community benefits identified by officers remain compelling. The organisational capacity, governance arrangements and sustainability credentials of RMWG remain strong, The possibility of collaborative gavernance has been explored extensively and na viable alternative proposal has enterged.

Accordingly, end having regard to the entiiety of the evidence before it, RMWG respectful* invites the Community Empowerment ReGevv Can-gnittee to conclude that Rainbow Muslim Women's Group remains the orgorisation best pbced to secure the long-term future of Thorohiti Canvnunity Cente and to uphold the original recommendation of Falkir'k Council'S profess'ona/ officers by determining that ownership cf the asset should transfer to Rainbow Muslim Wornen± GroupSCIO

Review Applicant: Rainbow Mus)im Women's Group

VOLUME 2

EVIDENCE BUNDLE COVER NOTE

Supporting Documentation

This Evidence Bundle should be read alongside the accompanying Review Submission.

The documents contained within this bundle provide the evidential basis for the matters set out within the Review Submission and are arranged in thematic sections for ease of reference.

The bundle includes the original Community Asset Transfer Request, officer assessment materials, governance documentation, licence arrangements, mediation documentation, community support evidence, operational governance documents and related correspondence relied upon by Rainbow Muslim Women's Group SCIO in support of its review application.

COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015

APPLICATION FOR REVIEW UNDER SECTION 86

THORNHILL COMMUNITY CENTRE

EVIDENCE BUNDLE

Submitted on behalf of

RAINBOW MUSLIM WOMEN'S GROUP SCIO

Review Applicant: Rainbow Muslim Women's Group SCIO {SC047758)

Property: Thornhill Community Centre, Thornhill Road, Falkirk

Review Authority: Falkirk Council Community Empowerment Review Committee

Submitted to:

[redacted]

Falkirk Council
Falkirk Stadium
4 Stadium Way
Falkirk
FK2 9EE

Review Applicant:
Rainbow Muslim Women's Group SCIO
(Scottish Charity No. SC047758)

Submission Date: September 2026

This Evidence Bundle should be read alongside the Review Submission lodged under Section 86 of the Community Empowerment 15cotland) Act 201S- The documents contained within this bundle are arranged in thematic sections and provide supporting evidence for the matters set out in the Review Submission

EVIDENCE BUNDLE INDEX

SECTION A - STATUTORY & PROCEDURAL DOCUMENTS

Document

Al FC to RMWG — Signed Application Acknowledgment

A2 FC Officers CAT Recommendation Repart

A3FC to RMWC re. 13-8.26

A4 RMWG to FC re.13.8.26

AS Asset Transfer Request (Review Procedure) (Scotland) Regulations 2016 A6CAT Review Guidance

SECTION 8- RMWG COMMUNITY ASSET TRANSFER APPLICATION

Ref	Document
81	RMWG - CAT Application
B2	RMWG to FC Officers— November 2026 Response
B3	EPIA Questionnaire— Rainbow Muslim Women's Group– 13.1.2

SECTION C - GOVERNANCE & ORGANISATIONAL CAPACITY

Ref	Document
Cl	RMWG Constitution
C2	RMWG Annual Report/ Accounts – 2025

SECTION D — LICENCE, SUB-LICENCE SHARED OCCUPATION

	Document
DI	5064 — Heads Of Terms — Thornhill Community Hall — Signed 17-9.25
02	to RMWG FRI Licence -Signed
D3	FC to RMWG Sub Licence —Signed
04	Updated Tenant Information Pack (2024}

SECTION E- GOVERNANCE, COLLABORATIVE WORKING & OPERATIONAL ARRANGEMENTS

Ref	Document
El	Memo to Falkirk Council — 27 February 2026
E2	Operational Rules — 27.2.26 (Final)

Falkirk Council clarification regarding licence responsibilities, running costs and recharge obligations E4 Summary of Shared Running Costs

SECTION F - MEDIATION

Ref	Document
Fl	Post Mediation Report SM05246

SECTION G - COMMUNITY SUPPORT, CONSULTATION & REPRESENTATIONS

Ref	Document
Gl	RMWG Response to Public Representations re. RMWG Application
G2	Statement on Behalf of RMWG to Falkirk Council Executive (13 August 2026)

SECTION H - REPRESENTATIONS REGARDING COMPETING APPLICATION

Ref	Document
HI	RMWG—FTCH CAT Application Representation

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SCOTTISH STATUTORY TNSTRUMENTS

2016 No. 358

COMMUNITY EMPOWERMENT

The Asset Transfer Request (Review Procedure) (Scotland) Regulations 2016

Made 8th November 2016
Laid before the Scottish Parliament 10th November 2016
Coming into force 23rd January 2017

The Scottish Ministers make the following Regulations in exercise of the powers conferred by sections 86(3) and (7)(b)(i) and 87(3) of the Community Empowerment (Scotland) Act 2015(1) and atl other powers enabling them to do so.

PART 1

Preliminary

Citation, commencement and application

1.41) These Regulations may be cited as the Asset Transfer Request (Review Procedure) (Scotland) Regulations 2016 and come into force on 23rd January 2017.

(2) These Regulations (other than Part 4) apply to applications for review made under section 86(2) of the Act (review by local authority).

(3) These Regulations apply as specified in regulation 13 to applications for review made under section 87(2) of the Act Oeview of decisions by the Scottish Ministel$).

Commencement Information

11 Reg. I in force at 23.1.2011, see reg. 1(1)

Interpretation

2. In these Regulations—

fibe Act" means the Coma.nmity Empowerment ACL 2015;

"asset trans&t request" means the asset transfer request to Whteh the applicatico for review relates; ᵍeognmunrty transfer body" means cornmunity transfer body which the asset transfer reqæst;

"contactQ.ddress"' has the meaning giverr in regul&iion 1 8,'

"decision mea.rs ne'iee given by 'he relevant authority of its decision an the asset trmsfer reqÄt;

"bearing session* means a hearing held or to be ilCtd into matters specified in a noUee given under I (Ij cithe Hearing Session Rules;

"Hearing Session Rules$:neans die rules set out in the schedule;

"interested party" means any person from whom the relevant authority received representations

Cwhicli were not subsequently withdrawn) in connection with the asset transfer request;

"period allowed for determination ofthe request"means—

(a) Ole period of 6 months beginning the date; or

(h) SEh k.jnger period as m ey be aye-ed between the community transfer body and the relevant authority under section ofthe Act;

"rcievtnt authority" taeeng the relevmt authority to whoa•n the asset transfer request is made; "review documents* means the decision notice in resrect of which the application review is nude, ffe application for review, all documents accompanying the application for review in with regulation 3 and any representations Ot cornmentg made under tegulacioa 4(4)

the ıppoiınted by the persons Seattiéi Ministers under | 2(1) to consi&r asset transfer request to it and to report t them on it;

"rule" me.aaz a rule set in the schedule;

"specilied woettets" in relation to a requeså for further written rcpresentzti0iiS or

formation under regul"tion S 01' to d patiicular heating session, these matters which are set out in the notiec given un&r regu)älion 941) or rule I of Hearing Session as the case my he;

'%'elida.tion dare" has the same vneaning as in tbe Assed Transfer Request (Procedure) {Scotlmd)

Regulations 2016(2); and "working ety Y'

means every dzy evccpl— (a) Saturday

and Sunday:

(b) 75th and 2å1h December; und

(c) 1st and 2nd January.

Commencement Information

I2 *Reg. 2 in force at 23.1.2017, see reg. 1(1)*

(2) S.S.I. 2016/357.

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Changes legislariON.• arc no known owstanding effects for Tru"rfe••
Request (Reluw Pmt.'cduw) (Scotlandu Regulations 20/ O. (See end ofDorumentf0r details)

PART 2

Application for review under section 86(2) of the Act

Application for review

3.41) An application for review to the local authority under section 86(2) of the Act is to be made in writing in accordance with this regulation.

(2) The application for review must be made to the local authority within the period of 20 working days beginning with, in the case of an application for review made by virtue of— (a) section 86(1)(b)(i) or (ii) of the Act, the date of the decision notice; and

(b) section 86(l)(b)(iii) of the Act, the date of expiry' of the period allowed for detennination of the request.

(3) The application for review must—

(a) includethe name and contact address of the community transfer body;

(b) speciW the land to which the asset transfer request relates;

(c) include a statement setting out the community transfer body's reasons for requiring o review of the case and by what, if any, procedure (or combination of procedures) the community transfer body considers the review should be conducted; and

(d) be accompanied by a list of all documents, materials and evidence which the community transfer body intends to rely on in the review.

(4) Subject to paragraph (5)—

(a) all matters which tl1e community transfer body intends to raise in the review must be set out in the application for review or in the documents, materials and evidence refened to on the list submitted in accordance with paragraph (3)(d); and

(b) the application for review must be accompanied bya copy of all documents, mate1ials and evidence specified on such list other than any documents, mate1ials or evidence which- (i) the community transfer body has ah·eady provided to the local authority in connection with the asset transf@r request; or (ii) the local authority othe1wise ah'eady holds.

(5) In addition to matters set out in the application for review andin the documents, materials and evidence refened to the list submitted in accordance with paragraph (3)(d), the c01mmmity transfer body may raise matters and submit fhrther documents, materials er evidence only- (a) in accordance with and to the extent pennitted by regulation 4(6); or

(b) where the local autho1ity makes a request (undeneguJation 8(1), rnle I (1) of the Hearing Session Rules or othe1wise) for fhither representations to be made or a.uther information tc be provided by the com1rnmity transfer bcxiy.

Commencement Infonnation

13 Reg. 3 in force at 23.1.2017, reg. I **(l)**

Notification to interested parties and publication

4.41) local autho1ity must before the expily ofthe period of 10 working days beginning with the date on which the application for review is made-

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ta) send an acknowledgement of the application for teNiewto the community transfer bodys@Hi.gthe date on Which the application for review -was made and infO1m the e01mnunity transfer body how documents related tv the review may lye Inspected; and

(b) give of tbereview to interested purty,

(2) Notice inde1parecraph (134b) ig to'be 2i

(a} in w1iting to an i11terested who is an owner. tenant cc occy'oiet of the land to which the asset transfer request and{b) in writi11g or by adve1tisement tn nevgspaper circulating in the locality where the land is situated, to lmy Other interested pa1ty.

(3} Notice under paragraph is

Slate the ofthe transfer

{b) specify the the asset transfer request relates; {cl sta:e that copies CT any representatjcos prewmsly made with res;kCt to transfer **re** will considered the ioeal authorty when detennining the review;

(d) state that fmther repregentatiens nay be made laeaJ auth0lity and include **fo.nwtlionas** to any repre«entotjons be made, by what date they must be made ond ihBl a copy of tqcesentRliOit sent to cottvllllity transfix body for comment; and

(e) state ccpy cfthe eppJication review and Other documents related to the review may be js»ected.

(4) An pat•y may Within period of 10 working days beginning with the Oh Which noajee is given iOdcr pangnph make representations in of the review to the local authority.

(S) local authority musl send copy of any representations received under paraglaph 14) to community transfer body and must inform the community transfer body how and by what date (being a nol less titan workirw de.ys after the date on Which Stich copy is sent undec this paragraph) tLe community transfer body may nuke comments 10 the authority on such representatsons.

(6) eonununiLY transfer body on or before that date, make cornrnents 00 such representations 10 the local authority.

(T) An interested party Ittay, in addition to representations nude by virtue of paragraph (4), raise mutters and further documents, materials or evidence only ill accotdance with a request made undet regulation 1(1) of 'he Hearing Sosion Rules olher»ise.

Commencenve•t Inforrnatior'

14 4in force at 23.1.2017, see reg. 1(1)

Publication review documents

S. authority in elationto review, mukea copy cf— (a) neview

docuntcnt.s; and

(b) any notice :gtven toderregu.letion 4(1)(b),

uvailnble for inspecti'%t on website by electronic means unii! such Ii:ne as the review is determined.

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egvluti01's 2/114 (See end ofDocumL2nt details}

Commencement Information

15 Reg. 5 in force at 23.1.20t7,seereg. 1(1)

PART 3

Procedure for Detemination

Determination without further procedure

6. Where the local authority considers that the review documents provide sufficient inrormation to enable it to determine the review, it may detennine the review without further procedL.ne.

Commencement Information

16 Reg. 6 in force at 23.1-2017, see reg. I (J)

Decision as to further procedure

7.—(1) Where the locai authority does not determine the review without further procedure, the local authority may determine the mamer in which the review is to be conducted.

(2) 'Ihe local authority may determine at any stage of the review —

(a) that further representations should be made or ftrther information should be made available or provided to enable the review to be determined; and

(b) how such further representations or further information should be made available or provided.

(3) Where the local authority considers that further representations should be made or further inforrnation should be made available or provided by means of— (a) written submissions, regulation 8 applies;

(b) a hearing session, the Hearing Session Rules apply.

(4) Notices given under regulation 8(1) or rule 1(1) Of the Hearing Session Rules rnay be given separately or combined into a single notice.

Commencement Information

17 Reg. 7 in force at 23.12017,seereg. 1<1)

Written submissions

8.—(1) Where the locai authority has determined that h.J1t11er representations should be made or further information shonld be provided by means of written submissions, the local authority may request such fillther representations or information and is to do so by giving written notice to that effect to—

(a) the community trensfer body; and

(b) any other person from whom the local authority wishes to receive further representations or information.

Document Generated: 2025-09-30
Changes to legislation: There are currently no known outstanding effects for The Asset Transfer Request (Review Procedure) (Scotland) Regulations 2016. (See end of Document for details)

(2) The notice given under paragraph (1) is to— (a) set the matters on n which such further representations (b) specify which such further representations or the date by local euthoriB€; and or infkvmation is requested; or information to be sent to the

(e) provide tir aid address ofany person to notice given.

(3) Any further representations made 0' infonmti55 provided in response to the nooce given under paragraph ( ) ("additional are to be sent the local authority on or before the date specified for that paupose in the hOtiee and a copy ofaay odditionnl material 'o be sent on or before that date to any other person 10 whom me notjv:c was given.

(4) Within period of 10 working days beginning date of copy of the additicol any person to whom the notice under paragraph (I) was given—

(a} may send comments to the fitnh•ority in and

(b) must, When dcjng so, send copy of such commente Other person to whom the notice was given paragraph

A additional material or any required to he sent io per»on vnder this regulation is to bC sent the person the address for that person in notice given under

(6) In this "additional nnterial" has the meat-any given in paragraph (3).

Commencement Information 18

8 in force at 23.1.2017, see reg. 1(1)

Reg.

Time period for decision

9. The period prescribed fot the purposes of of the Act is j*riod of 6 months beginning with the date on which ihe epplication for review 86(2) of ACI is made.

Cornnwtuement information

Reg. 9 in force at 23.1.2017, see reg. 1(1)

New evidence

10.—(1) If, the conclusion of any further procedure conducted hy virtue of regulation 7, the local authority proposes CO take into considexatim any new evidence Which is to the detennination of the review, local authority must 70t reach a decision on the review without first affording the oommuruty transfer body and any other relevant pany an opportunity of making IHu•esentå1ions on new cvide.nee.

C) this Jz•gulaticrø Wielevant party" means—

(J) where evidence relates to a specified matter considered at hearing session, any petscrtt to appear at that heaEtog session;

(b) where the evidence relates to matters in respect cf which further written representations or infotmation was sought by a notice under regulation 80), any person to whorn notice sent.

Commencement Info1mation

110 Reg. 10 in force at 23.1.2017, see reg. 1(1)

PART4

Reviews under section 87(2) of the Act

Reviews1mder section 87(2) or the Act

11. 1) An application for review under section 87(2) of the Act is to be made in writing in accord.ance with this regulation.

(2) The application for review must be served on the Scottish Ministers within the period of 20

working days beginning with, in the case of an application for review made by virtue of

(a) section 87(1 (b)(Oor (ii) of the Act, the date of the decision notice; and

(b) section 87(1 (b)(iii) of the Act, the date of expiry of the peiiod allowed for detennination of tl1e request.

Commencement Info1mation

111 Reg II in force at 23.1.2017, see reg. **1(1)**

Review panel

12.41) Where an application for review is made the Scottish Ministers must appoint 3 persons, no more than one of I Fr whom may be al member of tl1e staff of the Scottish Ministers, to consider the asset transfer request and report to them on it ("the review panel").

(2) Following such consideration the review panel must repo1t

(a) their findings in fact and conclusions in respect of the asset ti-ansfer request; and (b) their recommendations as to the dete1mination of the asset transfer request, to the Scottish Ministers.

'lutual Amendments

FI Words in reg 1 2(1) substituted (22..2017) bv 'I 'he ndments)(scotland) Retll\ations 2016 Com:nun:ty lf1111powcnnc;1t JO,6i4 11), regs. l, **3(2)** (Miscel lancolls (S.S.I.

Commencement Info1mation

112 Reg. 12 in force at 23.1.2017, see reg. 1(1)

Application of regulations

13.These Regulations, other than regulations 3(1) and (2), 9 and I0, apply to a review under section 87(2) of the Act as they apply to a review under section 86(2) of the Act as if

(a) in regulation 3(4), in regulation 4 a_nd in regulation 5, references to the local authority were references to the Scottish Ministers;

(b) in Pait 3 andiiz the KeaingSession rulesm•eoces:to be loc.aJauthority werereferences to the review panel; and

(C) in regulation 6 for *Vit to detennine the review, it may delennine reviewe there were substituted "them to de sc. review panel may finalise their repo1t";

(d) in regulation 7(1}-

(i) for "does rot detennine the review without[9,] there were substituted "consider that"; and

(ii) auer '*procedure" there •a•ere inse1ted 'Cig desirable to assist them in the preparation Of their rett•01t" ,

Commencement Info1mation

I IIIft'.!roeSJ1.23.l.lOi7, iitg., i.(I)

113 Reg.

New evidence

14.41) If, after the consideration ofthe review panel's repo1t. the Scottish Ministers propose to take into consideretion any new evidence which is material co the dete1miuation Of the review. the Scottish Ministers must not reach a decision on the review without affording the community transfer tx»dy and any Clher relevant party an oppo1tunity of making representations on such evidence.

(2} In this regulation-

"relevant patty" me;arg-

(a) the new evidence relates to a;ped±'kdmattercongider•ed hearing any person entitled to appear at that heuing session;

(b} where the new evidence relates to mutters in respect Of whieh futher written repcescntztiongor infoanation was sought bynotice under regulution 80), anyperson to whom such notice was sent.

Commencement Infonnation

Reg. 14 ill r1:in::1ull.23.1.2017, :i.n:ff&, 1.(1)

114

PARTS

General

Fmther copies Of

1S.l)rhe relevant authority require any person who has submitted dogwoergs, mate1ials ot evidence under these Regulations in witb the review to-

(a) provide to die relevant authority such number Of additional copies Of such Of those documents, mate1ials evidence as they may specify; and

(b) provide such other persons as they muy specify such copies Of additional copies uf any documents, mateiiuls evidence as they may specify.

(2) The relevant authority mu<, until such time as the review is determined, make copies Of such docuuenls, materials c: evidence provided under paragraph available for inspection at ai1 office of the relevat1t authority and, where practicable, must afford any person who so requests a reasonable opportunity of taking copies of such docmnents (or any part thereof).

Commencement Info1mation

115Reg. **15** inforceat23.l.2017,seereg. l(l)

Compliance with notification and consultation procedures

16. (1) The relevant authority must, to the extent not already done so, comply with regulations 6 (notification of asset transfer request) and 7 (publication of asset transfer request) of the Asset Transfer Request (Procedure) (Scotland) Regulations 2016(3) before dete1mining the review.

(2) Where the relevant authority notifies any person in accordance with paragraph (1), references in these Regulations(other than regulation 4) to an interested pa1ty include any such person from whom the relevant authority received representations (which are not subsequently withdrawn) in connection with the asset transfer request.

Commencement Info1mation

116 Reg. 16 in force at 23.1.2017, see reg. 1(1)

Decision notice

1% The relevant authority must-

(a) give notice of the decision to the community tran.sfer body;

(b) notifyeve1y person who made (anddid not subsequently withdraw) representations in respect of the review that a decision on the review has been made and how a copy of the notice of the decision may be inspected; and

(C) make a.copy of the decision notice available for inspection on a. website or by other electronic means.

Co1mnencement Infonnation

111 Reg. 17 in force at 23.1.2017, see reg. 1(1)

[F2 Contact address

18. (I) In relation to a review to which these Regulations apply, the "contact address" is the address (or addresses), including any address (or addresses) for the purposes of electronic communication within the meaning of regulation 1 9, to which the community transfer body wishes any document relating to the review to be sent.

(2) The contact ad&ess is the address (or addresses) included in the application for review unless the community traiEfer body subsequently expressly informs the relevant authority of a change to the contact address.I

(1) SSL 201/,i:l57.

Textual Amendments F2 Reg

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Commencement Infonnation

IIS Res. 18 in **i'.Jrcc81121.I.Wli. sc.c** ro"1(1)

Electronic communication

1,.-{1)Where the criteria in paragraph (2) are met, any documentrequired or euthotised to be sent by these Regulations may be sent by electronic communication and any requirement in these Regulations that any document is to be in writing is fulfilled.

(2) The criterin arc-

thete.cipientagtees.otisdeen.edtohaveagreedu"derparagtaph (3) **(:SA)],mteeeivc** it electronically; and

(b}the document trensmitted by electronic communication is-

(i) capable of being by the recipient; (ii)legible in

alt matetial respects; and

(iii) sufficiently to be used for subsequent reference.

<3)Any person sending document using electronic commmtication is to be taken to have agreed **_(11) to** I.bi!: **U1:ieof:s1.11m** commmicetionforall purposes reletingto the reviewwt.icharecapable Ot being canied out electronically; and

(b) that the addTss fee the purpose ofsue.h communicetion is the addt·ess inco1porated into, or otherwise logically associated with, that commm1ication.

(41) Deemed agreement under paragmph (3) subsists until that person gives notice to revoke the **agreement.**

(5) NOLire of withdrawal Of eonsent to the use Of electronic communication or of revocation Of agreement under paragraph (4) tiies effect on the later of- (a) the <lute specified by the person in the aotice; gr

(b) the expity of the p«iod of woti.it1g days begimting with the date on which the notice is given.

A)Where the contact addt·ess includes an addt·ess (or addt·esses) for the pmposes et electronic con:ununieation ('Select,-onic collllmmication contact addt·ess'") the collllmutity transfer body is taken to have ageed- (i.1) to the use electrode communication for all g;uposes relating lhe review which are capable of being canied electronically; erod

(b) that the addt·ess for the pmposes of such commwgication is the electronic comrmmication contact addt·ess.

(5B) Where any document is sent to the commmity transfer body by electronic eolll11•uunic.atioau by virnte of this regutaticn, the addt·ess (or ad&csses) for the pmpose of such communieatl0□ (a) where there an electronic communication contact addt·ess, must be the electronic commm1ication contact address; and

(b) may, in addition, be any address which the community transfer body has agreed, or is deemed to have agreed under paragraph (3), may be used for the purpose of electronic communication,]

(6) In this regulation—

"address" includes any nurnber or address used for the purpose of such communication or storage;

"document" includes any notice, consent, agreement, decision, representation, statement, report or other information or communication;

"electronic communication" has the meaning given in section 15(1) of the Electronic Com_munications Act 2000(4);

I[F]*'electronic communication contact address" has the meaning given in paragraph(5A);]

"legible in all material respects" means thbt the information contained in the document is available to the recipient to no lesser extent than it would be if sent or given by means of a document in printed form; and

"sent" includes served, submitted or given and cognate expressions are to be construed accordingly.

Textual Amendments

F3 Words in leg.] inserted (22. .2017) by The Community Empowerment (Miscellaneous Amendments) (Scotland) Regulations 2016 (S.S.'. 2016/41 1), legs. 1,3(4)(a)

V4 Reg. 19(5A)(5B) inserted (22.1.2017) by The Community Empowerment (Miscellaneous Amendments) (Scotland) Regulations 2016 (S.S.]. 2016/41 i), regs. l, 3(4)(b) 85 Words in reg.] 9(6) inserted (22.1.2017) by The Conmunity Empowennent (Miscellaneous Amendments) (Scotland) Regulations 2016 (S.S.]. 2016/41 ! regs. Is 3(4)(c)

Commencement Information

119 Reg. 19 in 23.1.2017, see reg. 1(1)

St Andrew's House, (4) 2000c_7_ Section was amended hy the Communications
Edinburgh KEVIN STEWART
8th November 2016 Authorised to sign by the Scottish Ministers

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SCHEDULE Regulation 2

Hearing Session Rules

Notice cf hearing session aud specified matters

:S.-O)mwete the authoiity has determined (hat a IneMing sessionshould be held it is to gtve wtitteu notice to effect LO-

(a) the cormnu.nity transfer body;

0) any interested party who made representations in relation to $ecified matters; and

(c) any person who the local authority wishes to make Fmther representations or to pcovide farther info1mation on specified matters at the hearingsession.

.notioegiven **nid'apm,gm-ph**(1):isto specify the mattergto be considered at the hearing session.

(3}only specified matters are to Se considered at the heDing session.

(4) Aperson given notice LJlder paragraph or (c) old who intends tn at hearing session must within period of working days begiming with the date cf such notice irfonn the local autho1ity in wiiting of that intention-

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120 S£:h. **pu,u.** I **in 'lnrce** C!I'**23.1.2011,** !'.et! r,c_g. **1**(1)

Appearances heating session

l.The persons entitled to appear at a heating session are-

(a) the community transtur body; **and**

(b) Uly Q&.erpersonwho, in response to a notice given undetrnle I (I Mus inio/onnedffelocel eutherity oftluei.r inter:ticn to oppear at the hearing seuion in accordance with rule1(-i).

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Date and notlncation or hearingsession

3.-(J)Tue d.zl•e. time and place at whicb hearing session is to held is to be detennined (and may subsequently be varied) by the It'K'7il authority.

(2) The Baca] outhcrity is to give to {hose persons entitled to appear at the heating session such notice of the date, lime and place fixed for the holding of a hearing session (and any

Procedure)

subsequent variol.ion thereof) as may appear to local uuthority to be reasonable in the circumstances-

Commeneement Infonnation

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Changes •o Request (Review

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Service of hearing statements aud documents

4.-(1) Where required to do so by notice given by the local authority, a person entitled to appear at the hearing session must, by such date as is specified in the notice, send to the local authority, the community transfer body and to such ocher persons entitled to appear at the hearing session as the local authority mayspecill' in such notice- (a) a hearing statement; and

(b) where that person intends to refer to or rely on any documents when presenting their case a copy of eve1y document (or the relevant part of a document) on the list comprisedin that hearing statement which is not already availablefor inspection under regulation 5, 15(2), or paragraph (2) of this rnle.

(2) The local authority must make a copy of any healing statement or other document (or any pa1t thereof) which, or a copy of which, has been sent to it in accordance with this rnle, available for inspection on a website or by other electronic means until such time as the review is detennined.

(3) Any person who has served a hearing statement in accordance with this rnle must- (a.) when required by notice in writing from the local authority, provide such fur-ther infonnation about the matters contained in the statement as the local autho1ity may specifr; and

(b) at the same time send a copy of such ftuiher information to any other person on whom the hearing statement has been served.

(4) Different dates and different persons may be specified for the purposes of para.graph (1).

(5) In this rnle, "hearing statement" means, aud is compdsed of

(a) a.w1itten statement which fully sets out the case relating to the specified matters which a person proposes to put forward to a hearingsession;

(b) a list of documents (if any) which the person putting forwardsuch case intendsto refer to or rely on; and

(c) a. list of any other persons who are to speak a.t the hearing session in respect of such case, auy matters which such persons are pa1ticularly to address and any relevant qualifications of such persons to do so.

Commencement Infonnation

123 Sch. Para. 4 in force at 23.1.2017, see reg. **1(1)**

Procedme at hearing

5. (l) Except as otherwise provided in these Hearing Session Rules, the procedure at a hearing session shall be as the local authority determines.

(2) The local authority is, having considered any submission by the persons entitled to appear at the hearing session, to state at the commencement of the hearing session the procedure the local authority proposes to adopt.

(3) Any person entitled to appear may do so on that person's own behalf or be represented by another person.

(4) Where there are two or more persons having a similar interest in the issues being considered at [he hearing session, the local authority may allow one or more persons to appear on behalf of some or all of any persons so interested.

Document Generated: 2025-09-30
Changes to legislation: There are currently no known outstanding effects for The Asset Transfer Request (Review Procedure) (Scotland) Regulations 2016. (See end of Document for details)

(3} A hearirg shall take the form ofadiscussicnledby the local authccity and cross examination is not permitted unless (he authcriry considers cross examination is requved to ensure a thorough examination Of the issues.

(6) Subject to paragraph a person entitled to appear at a heartng session is entitled to call evidence.

(7) The local authority may refuse to pennit—

(a) giving or roduction oievidenee,

(b) the cross examination of persons giving evidence; or

(c) the preservation of any other matter, which the local authority

considers to be irrelevant or repetitious.

(8) The authority oproeeed With hearing session in he absence of any person entitled to appear at (he beating session.

(9) The local authority may from time to time adjourn the hearing session and, ifthe date. time and place of the adjourned hearing session are innounced before the adjournment, no fujther notice ts teguired otherwise rule applies as it applies to the variation of the time place at which a hearing session is to be held.

Commencement Information

124 S n force atZ3.1.Ttltscereg. 1(1)

EXPLANATORY NOTE

(This is parr Qfihe Regularjout)

These Regulations make provision in connection with applications for leview made to a local authority under section 86 Of the Community Empowertnent (Scotland) Act 201 ('the Act*) and applications for reviews made to the Scottish Ministers under section 81 of the Act

Procedure)

Part 1 of the Regulations sets out how the Regulations apply and are to be interpreted, Part 2 Of the Regulations makes provision in relation to procedure for rnaki"E an application for review under section 860) of the Act. Regulation sets out time period within which and how such an application fur review must be made. Regulation 4 provides fior notification of the review to interested parties and gives such parties an opportunity 10 make representations for the community transfer body 10 conuneră on any such representåtio,xs. In terms or regulation 3 the local authority arc 10 publish copies of documenLs relating to the review on a website or by c'.her eleclmnic means.

Part g of the Regulations relates to the process of detemlination of a review. Regulation 6 to 8 make provision for the procedure. ifany is considered to be required, to be followed by the lowl authority when considering a review. Regulation 8 sets out procedures for how written submissions are to be sought and the Hearing Session Rules set out in the schedule contain rules as to how hearings are to be conducted. Regulation 9 relates to hyrther procedure by the local authority ifthe local authority proposes to consider new evidence after the conclusion of any procedure under tegulaticn 8 or the Hearing Session Rules.

Part 4 of the Regulations makes provision in respect of reviews under section 87(2) of the Act. Regulation 11 sets out the time period within which and how such an application for review must be made. Regulation 12 requires the Scottish Ministers to appoint persons to form a review panel to consider the review and report to them on their findings and recommendations for disposal of the review. Regulation 13 applies provisions of the Regulations to applications for review under section 87 of the Act with modifications to take account of the fact that applications are made to the Scottish Ministers rather than the local authority and the procedure for section 87 reviews is to be conducted by a review panel. Regulation 14 relates to further procedure by the Scottish Ministers if they propose to consider new evidence after the conclusion of any procedure under regulation 8 or the Hearing Session Rules.

Part 5 makes general provisions in relation to the provision of further copies of documents (regulation 15), notification of the decision on review (regulation 17), the definition of 'contact address' (regulation 18) and the use of electronic communications (regulation 19). Regulation 16 requires the relevant authority to ensure that publication and notification procedures set out in the Asset Transfer Request (Procedure) (Scotland) Regulations 2016 are fulfilled if this has not already been done.

Changes to legislation:
There are currently no known outstanding effects for The Asset Transfer Request (Review Procedure) (Scotland) Regulations 2016.

2016 No. 358

COMMUNITY EMPOWERMENT

The Asset Transfer Request (Review Procedure) (Scotland) Regulations 2016

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Made	8th November 2016
Laid before the Scottish Parliament	10th November 2016
Coming into force	23rd January 2017

The Scottish Ministers make the following Regulations in exercise of the powers conferred by sections 86(3) and (7)(b)(i) and 87(3) of the Community' Empowerment (Scotland) Act 2015 and all other powers enabling them to do so.

Extent

Preamble: Scotland

PART 1

Preliminary

Law In Force

1. — Citation, commencement and application

(1) These Regulations may be cited as the Asset Transfer Request (Review Procedure) (Scotland) Regulations 2016 and come into force on 23rd January' 2017.

(2) These Regulations (other than Part 4) apply to applications for review made under section 86(2) of the Act (review by local authority').

(3) These Regulations apply as specified in regulation 13 to applications for review made under section 87(2) of the Act (review of decisions by the Scottish Ministers).

5M 20/6/358

Commencement

Pt I reg. January 23, 2017

Extent

Pt 1 reg. '(I H3): Scotland

Law In Force

2. Interpretation

In these Regulations__

"the Act" means the Community Empowerment (Scotland) Act 2015;

"asset transfer request" means the asset transfer request to which the application for review relates;

"community fransfer body" means the community transfer body which made the asset transfer request;

"contact address" has the meaning given in regulation 18;

"decision notice" means the notice given by the relevant authority of its decision on the asset transfer request;

"hearing session" means a hearing held or to be held into matters specified in a notice given under rule 1(1) of the Hearing Session Rules;

"Hearing Session Rules" means the rules set out in the schedule;

"interested party" means any person from whom the relevant authority received representations (which were not subsequently withdrawn) in connection with the asset transfer request;

"period allowed for deterrnination of the request" means—

(a) the period of 6 months beginning with the validation date; or

(b) such longer period as may be agreed between the community transfer body and the relevant authority under section 82(8)(b) of the Act;

"relevant authority" means the relevant authority to whom the asset transfer request is made; "review docur:nents" means the decision notice in respect of which the application for review is made, the application for review, all documents accompanying the application for review in accordance with regulation 3 and any representations or comments made under regulation 4(4) or (6);

'Yeview panel" means the persons appointed by the Scottish Ministers under regulation 12(1) to consider the asset transfer request and to report to them on it;

"rule" means a rule set out in the schedule;

"specified matters" are, in relation to a request for further written representations or information under regulation 8 or to a particular hearing session, those matters which are set out in the notice given under regulation 8(1) or rule 1(1) of the Hearing Session rules, as the case may be;

"validation date" has the same meaning as in the Asset Transfer Request (Procedme) (Scotland) Regulations 2016; and
"working day" means eve1y day except_
(a) Saturday and Sunday;

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{bh5th and 26th December; and
(c) 1st and 2nd Januaiy

Commencement

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PART2

Application for review under section 86(2) of the Act

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3.- Application for review

(1) An application for review to the local authority under section 86(2) of the Act is to be made in writing in accordance with this regulation.

(2) The application for review must be made to the local authority within the period of 20 working days beginning with, in the case of gn application for review made by vi1iue of-

(a) section 86(1 or (ii) oflhe Act, the date or the decision notice; and

(b) section 86(1 of ihe Act, the date ofexpiiy off-he period allowed IOr determination of the request.

(3) The appliGLliOil for nzview must-

(a) include the name and contact address of the community transfer body;

(h) specify the land to which the asset transfer request relates;

(c) include statement setting out the commllllity transfer body's reasons for requii·ing a review of the case and by what, if any, procedme (or combination or procedures) the community transfer body considers the review should be conducted; and

(d) bc accompanied by a list documents, materials and evidence which the community transfer body intends to rely on in the review,

(4) Subject to paragraph(5)—

(a) all matters Which the community transfer body intends to raise in the review must be set out in the application for review or in the documents, tnaterials and evidence referred to on the list suhmitted in accordance with paragraph and

(b) the application for review must be accompanied 'by a copy of all documents, materials and evidence specified on such list other than any documents, materials or evidence which— (i) the commumty transfer body has already provided to the local authority in connection with the asset transfer request; or

(ii) the local authority otherwise already holds.

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(5) In addition to matters set out in the application for review and in the documents, materials and evidence referred to the list submitted in accordance with paragraph the community transfer body may raise matters and submit further documents, materials or evidence only— (a) in accordance with and to the extent permitted by regulation 4(6); or

(b) where the local authority makes a request (underregulatmon 8(1), rule 1(1) ofåe Hearing Session Rules or othenvise) for funher representations to be made or frrther information to be provided by the community transfer body,

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Commencement

Pt 2 reg. 3(1)-(5)(b): January 23, 2017

Extent

Pt 2 reg. 3(1)-(5)(b): Scotland

PI 2 reg. 3(1)-(5)(b)

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'i Notification to interested parties and publication

(l) The local authority must before the expiry ofthe period of 10 working days beginning with the date on which the application to: review is made—

(a) send an acknowledgement of the application to the community transfer body stating the date on which the application for review was made and inform the community transfer body how documents related 10 the review may be inspected; and (b) give notice Of the review to each intcrested party.

(2) Notiec under paragraph (1 is to be given—

(a) in writing ati interested purty Who is an tenanL occupier land to which the assct transfer request rclatcs; and

(b) in writing or by advenisement in a newspaper circuluGng in the locality where land is situated. Other interested party.

(3) Notice under paragraph (1 is to—

(a) State the of the transrer body;

(b) specify thc land to which the assct transfer request relates;

(c) State that copies Of any representations previously made with respect to the asset transfer request; will be considered by the local authority when dctcrmining the review;

(d) state that further representations may be made to the local authority and include infomation to how any representations may be made, by what. date they must he made and that a copy of the representation will be sent to the community transfer body for comment; and

(e) state how a copy oflhe application for rcvicw and other documents related to the review may be inspected,

(4) An interested pady may within the period of 10 working days beginning with the date on which notice is given under paragraph make representations in respect of the review to the local authority.

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(S) The local authority must send a copy ofany representations received undet paragraph (4) to the community transfer body and must info1m the commlmity transfer body how and by what date (being a date not less than 10 working dBYS after the date on which such wpy is sent under this paragraph) the commlmity transfer body may make comments to the local authority on such representations,

(6) enle community transfer body may, on or before that date. make comments on such representations to the local authcnty

(7) An interested party may, in addition to any representations made by virtue of paragraph (4), rai% matters and submit funher documents, materials or evidence only in accordance with a request made lmder regulation 8(1), mle 1(1) of the Hearing Session Rules or otherwise-

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Commencement

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Extent m 2 reg. 40 H 7b:
Scotland

Law In Force

5. Publication of review documents The local authority must, in relation to a review, make a copy of- (A) Ille review documents; and

(b) any notice given under regulation 4(l)(b),available for inspection on a website or by other electronic means until such time as the review is detennined-

Commencemeot

Pt 2 reg. 5(a)-(b): January 23, 2017

Extent

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PART3

Procedure Tor Determination

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6. Determination without ftnther procedure

Where the local authority considers that the review documents provide suffcient info1mation to enable it to dete1mine the review, it may dete1mine the review Without further procedure.

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7.- Decision as to fmther procedure

(l) Wmere the local authority does not dete1mine the review without fiuther procedure, the local authority may dete1mine the manner in which the review is to be conducted.

(2) The local authority may determine at any stage of the review-

{a) that fmther representations should be made or fmther info1mation should be made available or provided to enable the review to he dete1mined; and

(b) how such fiuther representations or fiuther infonnation should be made available or vided.

(3) Where the local authority considers that fianher representations should be made or fmther info1mation should be made available or provided by means or-

(a) written submissions, regulation 8 applies;

(b) a hearing session, the Hearing Session Rules apply.

(4) Notices given under regulation 8(1) or mle 1(1) Of the Session Rules may be given separately

separately or combined into a single notice. single notice.

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8,-W1itten submissions

(I) Where the local authority has detennined that representations should be made or TIJrther info1mation should be provided by mens of written submissions, the loctl authority may request such fmiher representations or info1mation and is to do so by giving written notice to that effect

(a) the community transfer body; and

(b) any other from whom the lccal authority wishes to receive fm·.herrepresentations or info1mation,

(2) The notice given under paragraph (1) is to_

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(a) set out the matters on which such further representations or information is requested;

(b) specify the date by which such further representations ar information are to be sent to the local authority; and

(c) provide the name and address of any person to whom the nottee is given.

(3) i\.ny fiMhcr representations made or informution provided in response to the notice given tmder paragraph (I) ("additional material") are to be sent to the local authority on or before the date specified for that purpose the notice and a copy of any additional material is to be on or before that date to any other person to whom the notice was given.

(4) Within penod of 10 working days beginning with the date ofreceipt of a copy ofthe additional material, any person to whom the notice under paragraph (I was given-

(a) rnny send comments to the local authority in respect of the additional material; and

(b) must, when doing so, send a ecpy cfsuch comments to any other person to whom the notice was given under paragraph(!).

(5) A copy of any additional material or any comments required to be sent to a person under this regulation is to be sent to ',he person at the address stated for that person in the notice given under paragraph (I),

(6) In this regulation "additional material" has the meaning given in paragraph (3).

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Pt 3 reg. 8(1)-(6): Scotland

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9. Time period for decision

The period prescribed for the purposes of section 36(7)(b)(i) of the Act is the period of 6 months beginning with the date on which the application for review under section 86(2) of the Act is madc.

Commencement

Pt 3 reg. 9: January 23, 2017

Extent

Pt 3 reg. 9: Scotland

o Law In Force

10.—New evidence

(l) If, after the conclusion of any further procedure conducted by virtue of regulation '7. the local authority proposes to take trito ecasideration any new evidence which is material to the determination of the review. the local authority must not reach a decision on the review vÅthout first affording

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the communitytranstérbody and any oåerrelevant party an opportunity ofmaking representations on such new evidence,

(2) In this regulation frelevsnt pan" means—

(a) where the new evidence relates to a specified matter considered at a hearing session, any person entitled to appear at that hearing session;

(b) wiiere the new evidence relates to matters in respect of which further written representations or information was sought by a notice under regulation 1), any person to whom such notice was sent.

Commencement

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PART4

Reviews under section 87(2) or the Act

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Ur-Reviewsunder section 87(2) of the Act

(1) An application for review under section 87(2) ofthe Act is to be made in writing in accordance with ffis regulation,,

(2) The application for review must be served on the Scottish Ministers within the period of 20 working days beginmng with, in the case of an application for review made by vi1iue-o:f-·

n(l)(l,)(i)' (a) section or (ii) Of the Act, the date or Lhe decision notice; and

Si(!Xh)(iii) (b) section of the Act, the date ofexpiiy ofthc period allowed for detennination ofLhc request.

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.**PI 4 reg.** J Ifl **H2Xb): January 11, 2017**

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12.- Review panel

(1) Where an application for review is made the Scottish Ministers must appoint 3 persons, no more than one of I whom may be al member of the staff of the Scottish Ministers, to consider the asset transfer request and repo1t to them on it ("the review panel'),

(2) Following such consideration the review panel must report-

(a) their findings in fact and conclusions in respect of the asset u•anster request; and

(h) their recommendations as to the dete1mination of the asset transfer request, to the Scottish Ministers.

Notes

Words substituted by Community Empowennent {MiscellaneousAmendments} (Scotland) Regulations 2016/411 (Scottish SI) (Janua1y 23, 2011: substitution came into focce on Januruy 22.2017 but cannot take effect until SSI 2016/358 comes into foree)

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Pt 4 reg. I2(1)-(2)(b)□Janury23.2017

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13. Application Of regulations

These Regulations, other than regulations 3(1) and (2b 9 and IO, apply to a review under section 81(2) of the Act as they apply to a review lmder section 86(2) [he Act as if-

(a) in regulation 3(4), in regulation 4 and in regulation 5, references to the local authority were retirences to the Scottish Ministers;

(b) in Pe11 3 and in the Hearing Session Rules references to the local authority were references to the review panel; and

(c) in regulation 6 for "it to dete1mine the review, it may detennine the review" there were substituted "'them to do so, the review panel may finalise their report"; (d) in regulation 7(1)-

(i) for "does not dete1mine the review without" there were substituted "consider that"; and

(ii) after "procedure" there were inse1ted "is desirable to assist them in the preparation oftheir report".

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14. — New evidence

(1) If, after the consideration of the review panel's report, the Scottish Ministers propose to take into consideration any new evidence which is material to the deternlination of the review, the Scottish Ministers must not reach a decision on the review without affording the community' transfer body and any other relevant party an opportunity of making representations on such new evidence.

(2) In this regulation—

'Yelevant party" means—

(a) where the new evidence relates to a specified matter considered at a hearing session, any person entitled to appear at that hearing session;

(b) where the new evidence relates to rnatters in respect of which further written representations or inforrnation was sought by a notice under regulation 8(1), any person to whom such notice was sent.

Commencement

Pt 4 reg. 14{1)-(2) definition of 'I relevant party" (b): January 23, 2017

Extent

Pt 4 reg. 14{1)-(2) definition of "relevant party" (b): Scotland

PART 5

General

e Law In Force

15. — Further copies of documents etc.

(l) The relevant authority may require any person who has submitted documents, materials or evidence under these Regulations in connection with the review to—

(a) provide to the relevant authority such number of additional copies of such of those documents, materials or evidence as they may specifr, and (b) provide to such other persons

as they may specify such copies or additional copies of any documents, materials or evidence as they may specify.

(2) The relevant authority must, until such time as the review is dete1mined, make copies of such documents, materials or evidence provided under paragraph (l)(a) available for inspection at an offce of the relevant authority and, where practicable, must afford any person who so requests a reasonable oppo1iunity of taking copies of such documents (or any pali thereof).

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16.- Compliance With notificatioa and consultation procedures

(l)The relevant aMhority must, to the extent not ah-eady done so, comply with regulations 6 (notificalion of asset transfer request) and 7 (pubhcation of asset transfer request) of the Asset Transfer Request (Procedure) (Scotland} Regulations 2016 before dete1mining the review.

(2) Where the retevant authoaty notifies any person in accordance with peragr.ph 1), references in these Regulations (other than regulation 4) to an interested party include any such person from **whQm the** relevant authority received representations (which are not subsequently withduawn) in connection with asset transfer request.

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17. Decision notice

The relcvant authority must—

(a) give notice ot-tiue decision to the community transfer body;

(b) notify every person wt10 made (and did not subsequently withdraw) veprvscntations in respect at' the review that a decision the review has becn made and how a copy of the notice or the decision may be inspected;and

(e) make a copy of the decision notice Evai}abie for inspection on a website or by other electronic means.

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m S reg. 17(a)-(c): January 23,2017

Extent

Pt 5 reg. 17(a)-(c): Scotland

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18— Contact address

(I) In relation to a review to which these Regulations apply, the "contact address" is the address (or addresses), including any address (or addresses) for the purposes of electronic communication within the meaning of regulation 19, to which the community transfer body wishes any document relating to the review to be sent.

(2) The contact address is the address (or addresses) included in the application for review unless the community transfer body subsequently expressly informs the relevant authority of a change to the contact address.

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Notes

Substituted by Community F,,mpowennent (Miscellaneous Amendments) (Scotland) Regulations 2016/411 (Scottish S!) rcg.3(3) (January 23, 2017: substitution came into force on January 22, 2017 but cannot take effect until SSI 2016/358 comes into force)

Commencement

Pt5reg. January 23, 2017

Extent

Lau In Force

19.— Electronic communication

(l) Where the criteria in paragraph (2) are met, any document required or authorised to be sent by these Regulations may be sent by electronic communication and any requirement in these Regulations that any document is to be in writing is fulfilled.

(2) The criteria are—

(a) the recipient agrees, or is deemed to have agreed under paragraph (3) | or (5A)l [1] , to receive it electronieally; and

(b) the document transmitted by electronic communication is— (i) capable of being accessed by the recipient;

(ii) legible in all material respects; and

(iii) sufficiently perrnanent to be used for subsequent reference.

(3) Any person sending a document using electronic communication is to be taken to have agreed— (a) to the use of such communication for all purposes relating to the review which are capable of being carried out electronically; and

(b) that the address forthe purpose ofsuch communication is the address incorporated into, or otherwise logically associated with, that communication.

(4) Deemed agreement under paragraph (3) subsists until that person gives notice to revoke the agreement.

(5) Notice of withdrawal of consent to the use of electronic communication or of revocation of agreement under paragraph (4) takes effect on the later of__

(a) the date specified by the person in the notice; or

(b) the expiry of the period of 5 working days beginning with the date on which the notice is given.

[(5A) Where the contact address includes an address (or addresses) for the purposes of electronic cominunication ("elecfronic communication contact address") the community' transfer body is taken to have agreed—

(a) to the use of electronic communication for all purposes relating to the review which are capable of being carried out electronically; and

(b) that the address for the purposes of such communication is the electronic communication contact address.

(5B) Where any document is sent to the community transfer body by electronic comrnunication by virtue of this regulation, the address (or addresses) for the purpose of such communication— (a) where there is an electronic communication contact address, must be the electronic communication contact address; and

(b) may, in addition, be any address which the community transfer body has agreed, or is deemed to have agreed under paragraph (3), may be used for the purpose of electronic communication.

(6) In this regulation__

"address" includes any number or address used for the purpose of such communication or storage;

"document" includes any notice, consent, agreement, decision, representation, statement, report or other information or communication;

"electronic communication" has the meaning given in section 15(1) of the Electronic Communications Act 2000[3] ;

["electronic communication contact address" has the meaning given in paragraph (5A);]

"legible in all material respects" means that the information contained in the document is available to the recipient to no lesser extent than it would be if sent or given by means of a document in printed form; and

"sent" includes served, submitted or given and cognate expressions are to be construed accordingly.

Notes

1 Words inserted by Community Empowerment (Miscellaneous Amendments) (Scotland) Regulations 2016/411 (Scottish SI) reg.3(4)(a) (January 23, 2017: insertion came into force on January 22, 201 7 but cannot take effect until SSI 2016/358 comes into force)

2 Added by Community Empowerment (Miscellaneous Amendments) (Scotland) Regulations 2016/411 (Scottish SK) reg.3(4)(b) (January 23, 2017: insertion came into force on January 22, 2017 but cannot take effect until SSI 2016/358 comes into force)

3 Section I S was amended by the Communications Act 2003 (c.2 1), schedule 1 7, paragraph 158.

4 Definition inserted by Community Empowerment (Miscellaneous Amendments) (Scotland) Regulations 2016/4 k I (Scottish SI) reg.3(4)(c) (January 23, 2017: insertion came into force on January 22, 201 7 but cannot take effect until SSI 2016/358 comes into force)

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KEVIN STEWART
Authorised to sign by the Scottish Ministers
St Andrews House,
Edinburgh

8th November 2016

SCHEDULE

Hearing Session Rules

Regulation 2

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1.-Notice of hearing session and specified matters

(1) Where the authority has detemined that hearing session should be held it is to give written notice to that effect to-

(a) the community transfer body;

(b) any interested party who made representations in rclatian to specified matters; and

(c) any person who the local authority wishes to make further representations or to provide fmther ofonmi·tioo on specified the hearing session,

(2) The notice given under paragraph (1) is tospecify the matters to be considered at the hearing session,

(3) Only specified matters are to be considered at the hearing scssian,,

(4) A person given notice under paragraph (Of (c) and who intends to appear at the hearing session must within period of 10 working beginning with the date of such notice infonn the local authority in writing of that intention.

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2, Appearances at hearing session ute persons entitled to appear at a hearing session are- (a) the community transfer body; and

(b) any other person who, **in** response to a notice given undenule 1(1), has inf01med the local authority of their intention to appear at the hearing session in aecardance with mle 1(4).

Commencement

Sch. **1para. 2(a}-(b}t Janusryl3. 201?**

Extent

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3 .- Date and notification of hearing session

(1) The date, time and place at the hearing session is to he held is to be dete1mined (and may subsequently be varied) by the locuJ authority.

(2) The local authority is to give to those persons entitled to appear at the hearing session such notice or the date, time and place fixed for the holding of a hearing session (and any subsequent variation thcrcot) as may appear LO the local authority to be reasonable in the circumstances,

Commencement

Sch. I pan. 3(1H2); January 23, 2017

Extent

Sch. par-a. 3K IH2b Scooand

4-— Service of bearing statements and documents

(l) Where required to do so by notice given by the local authority, a person entitled to appear at the hearing session roust, by such date as is specified in the notice, send to the local authority, the community transfer body and to such other persons entitled to appear at the hearing s&ssion as the local authority may specify in such notice—

(a) a hearing statement; and (b) where that person intends to refer to or rely on any documents when presenting their ease a copy of' every document Cor the relevant part of a document) on the list comprised

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in that hearing statement which is not already available for inspection under regulation 5, 15(2), or paragraph (2) of this rule.

(2) The local authority must make a copy of any hearing statement or other document (or any part thereof) which, or a copy of which, has been sent to it in accordance with this rule, available for inspection on a website or by other electronic means until such time as the review is determined.

(3) Any person who has served a hearing statement in accordance with this rule must

(a) when required by notice in writing from the local authority, provide such further information about the matters contained in the statement as the local authority may specify; and

(b) at the same time send a copy of such further information to any other person on whom the hearing statement has been served.

(4) Different dates and different persons may be specified for the purposes of paragraph (1).

(5) In this mle, "hearing statement" means, and is comprised of—

(a) a written statement which fully sets out the case relating to the specified matters which a person proposes to put forward to a hearing session;

(b) a list of documents (if any) which the person putting forward such case intends to refer to or rely on; and

(c) a list of any other persons who are to speak at the hearing session in respect of such case, any matters which such persons are particularly to address and any relevant qualifications of such persons to do so.

Commencement

Sch. 1 pan. January 23, 2017

Extent

Sch. 1 pan. 4(l)-(5)(c): Scotland

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e Law In Force

S.— Procedure at hearing

(1) Except as otherwise provided in these Hearing Session Rules, the procedure at a hearing session shall be as the local authority determines.

(2) The local authority is, having considered any submission by the persons entitled to appear at the hearing session, to state at the commencement of the hearing session the procedure the local authority proposes to adopt.

(3) Any person entitled to appear may do so on that person's own behalf or be represented by another person.

(4) Where there are two or more persons having a similar interest in the issues being considered at the hearing session, the local authority may allow one or more persons to appear on behalf of some or all of any persons so interested.

(5) A hearing shall take the form of a discussion led by the local authority and cross examination is not permitted unless the local authority' considers that cross examination is required to ensure a thorough examination of the issues.

(6) Subject to paragraph (7), a person entitled to appear at a hearing session is entitled to call evidence.

(7) The local authority may refuse to permit—

(a) the giving or production of evidence;

(b) the cross examination of persons giving evidence; or

(c) the presentation of any other matter, which the local authority considers to be irrelevant or repetitious.

(8) The local authority may proceed with a hearing session in the absence of any person entitled to appear at the hearing session.

(9) The local authority may from time to time adjourn the hearing session and, if the date, time and place of the adjourned hearing session are announced before the adjournment, no further notice is required otherwise rule 3 applies as it applies to the variation of the date, time or place at which a hearing session is to be held.

Commencement

Sch. 1 para. January 23, 2017

Extent

ara. 5(1)-(9): Scotland

Sch. I para.

EXPLANATORY NOTE

(This note is not part ofthe Regulations)

These Regulations make provision in connection with applications for review made to a local authority under section 86 of the Community Empowerment (Scotland) Act 2015 ("the Act") and applications for reviews made to the Scottish Ministers under section 87 of the Act.

Part I of the Regulations sets out how the Regulations apply and are to be interpreted. Part 2 of the Regulations makes provision in relation to procedure for making an application for review under section 86(2) of the Act. Regulation 3 sets out the time period within which and how such an application for review must be made. Regulation 4 provides for notification of the review to

interested parties and gives such parties an opponunity to make representations and for the community transfer body to comment on any such representations. In terms of regulation 5 the local authority are to publish copies of documents relating to the review on a website or by other electronic means.

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Part 3 ofthe Regulations relates to the process of determination of a review. Regulation 6 to 8 make provision for the procedure, if any is considered to be required, to be followed by the local authority when considering a review. Regulation 8 sets out procedures for how written submissions are to be sought and the Hearing Session Rules set out in the schedule contain rules as to how hearings are to be conducted. Regulation 9 relates to further procedure by the local authority if the local authority proposes to consider new evidence after the conclusion of any procedure under regulation 8 or the Hearing Session Rules.

Part 4 of the Regulations makes provision in respect of reviews under section 87(2) of the Act. Regulation 11 sets out the time period within which and how such an application for review must be made. Regulation 12 requires the Scottish Ministers to appoint persons to form a review panel to consider the review and report to them on their findings and recommendations for disposal of the review. Regulation 13 applies provisions of the Regulations to applications for review under section 87 of the Act with modifications to take account of the fact that applications are made to the Scottish Ministers rather than the local authority and the procedure for section 87 reviews is to be conducted by a review panel. Regulation 14 relates to further procedure by the Scottish Ministers if they propose to consider new evidence after the conclusion of any procedure under regulation 8 or the Hearing Session Rules.

Part 5 makes general provisions in relation to the provision of further copies of documents (regulation 15), notification of the decision on review (regulation 17), the definition of 'contact address' (regulation 18) and the use of electronic communications (regulation 19). Regulation 16 requires the relevant authority to ensure that publication and notification procedures set out in the Asset Transfer Request (Procedure) (Scotland) Regulations 2016 are fillfilled if this has not already been done.

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Formal Notice and Request for Urgent Clarification

Community Asset Transfer Applications for Thornhill Community Centre

14' August 2026

To: Chief Executive, Monitoring Officer, Director ot Place Services and Members of Falkirk Cou nail Executive

Rainbow Musüm Women's Group ("RMWG") writes lollowing the decision ot Falkirk Council Executive on 1 3 August 2026 in relation to the competing Community Asset Transfer applications for Thornhili commun ity Centre,

This correspondence formally records RMWG's position regarding the Executive's decision and seeks urgent clarification regarding the Council's compliance with the Community Asset Transfer process.

Executive Was Reconvened to Determine the Applications

In June 2026, Executive considered competing Community Asset Transfer applications submitted by Rainbow Muslim women's Group (RMWG) and Falkirk Thorn hill Community Hall (ETCH).

Following e detailed assessment process, Council officers recommended that ownership of Thorn hill Community Centre be transferred to RMWG. Executive subseq uently deferred determination or the applications to allow mediation to take place between the parties before g tine! decision wes reached.

RMWG accepted that decision and participated fully, professionally and in good faith throughout the mediation process.

Executive met again on 1 3 August 2026 specifically to consider the outcome Of thät mediation process and to determine the competing applications,

The outcome of mediation was clear.

Mediation did not produce;

- an agreed governance structure; ▪ an agreed management framework; ▪ a jointly developed proposel;
- an agreed allocation of responsibilities; ot ▪ any alternative arrangement capable of being properly assessed against the existing recommendation.

Accordingly. the purpose for which Executive originally deferred determination had been exhausted.

Joint Working Has Already Been Tested

It is important to recognise that mediation did not occur in isolation.

Since October 2025, both organisetions hgve occupied Thornhill Community Centre under licence and sub-licence arrangements. The practical realities of joint occupation have therefore already been tested over a substential period,

The experience of that period, together with the outcome of mediation, demonstrates that a joint governance arrangement has not emerged despite repeated opportunities tor one to do so.

In these circumstsnces, RMWG struggles to understand the basis upon which Executive concluded that a further period of delay is likely to produce an outcome that failed to emerge through many months of practical operation and formal mediation,

Officer Recommendation Remains Unchanged

The Council's assessment process has concluded.

Professional officers scrutinised the competing applications and recommended transfer of the asset to RMWG.

Executive deterred determination in order to allow mediation.

Mediation has now concluded without producing a viable alternative proposal.

The result is that Executive was effectively returned to the same position that existed prior to the original deferral. with the Officer recommendation remaining the only fully assessed end evidence-based proposal before the Council,

Concems Regarding the Executive Motion

RMWC notes that Executive approved a motion which included provision to;

'Agree to extend the period for determination for both applications by three months subject to agreement by both groups, "

Both applicant organisations were present at the Executive meeting, having addressed members through deputations on their respective applications. Members were advised during discussion that any extension of the determination period would require the agreement ot both applicant organisations. Despite this, Executive chose not to establish their positions before approving a motion that relied entirely upon their agreement-

Had Executive sought the position ot the applicants at that stage, members would immediately have known whether there was any realistic prospect of extending the determination period, If either applicant indicated that it would not agree to en extension, Executive would have been faced with the need to determine the competing applications at that meeting.

Instead, Executive approved a motion which was expressly dependent upon the subsequent agreement of both applicants, while leaving unresolved the question of

whether that agreement could actually be obteined. Only after the meeting did Falkirk Council approach RMWG to seek its consent to the proposed extension.

RMWG has now confirmed that it does not agree to any extension of the determination period. Given that the statutory determination period expires on 16 August 2026, RMWG is concerned that Executive's decision has created unnecessary uncertainty gnu risks transferring responsibility for the next stage of this process away from Falkirk Council and into statutory review or appeal procedures.

The community is entitled to understand why Executive chose not to establish the applicants' positions before approving a motion that depended entirely upon their agreement,

Statutory Compliance

RMWG understands that the Community Asset Transfer framework requires a decision notice to be issued within the prescribed determination period unless e longer period hes been egreed with the relevant community transfer body. Scottish Government guidance further provides that where no decision notice is issued within the required period, rights ot review or appeal may arise, and that any extension Should be agreed before the determination period expires-

Given that RMWG does not agree to the proposed extension, and with the statutory determination period dug to expire on 16 August 2026. Executive's decision has created significant uncertainty regarding the status Of the applications end the Council's intend0d compliance with the statutory process.

RMWG therefore seeks urgent clarification on the following matters:

1. What is Falkirk Council"; position regarding the statutory determination deadline anplicable to these applications?
2. Does Falkirk Council consider that the determination period can be extended where agreement has not been obtained from both applicant organisations?
3. It so, on what legal oasis does the Council consider such an extension to be effective?
4. In the absence of an agreed extension, wnat steps does Felkitk Council intend to take to comply with its obligations under the Community Asset Transfer framework?
5. Given that mediation has concluded and no alternative proposal has emerged, What material consideration now exists mat justifies further delay rether than determination?

The community is entitled to understand why a determination was not reached when Executive hed the opportunity to do so and to understand how the Council now intends to bring this matter to a lawful and timely conclusionConfidentiality of Mediation

RMWG is additionally concerned that significant discussion st Executive eppeared to focus on obtaining further detail regerding matters discussed during mediation,

The purpose of mediation was not to provide decision-makers with a detailed account of confidential discussions between participants,

The relevant question for Executive was whether mediation produced a viable alternative arrangement capeble of replacing or improving upon the proposal already assessed by Officers.

The enswer, as reported to Executive, was that it did not,

RMWG respectrullY submits thet the outcome of mediation, namely that no viable alternative arrangement emerged, is the material consideration rather than the confidential content of discussions that took Place during the process.

Detrimental Impact on the Community

RMWG is increasingly concerned that the continued tailure to determine these applications is having detrimental impact Ott Thornhill Community Centre and the wider community it serves,

Executive has now had two opportunities to determine the applications. The first wes deterred to allow mediation to teg,e ptace. The second occurred 10110wing the conclusion of that mediation process, Despite both opportunities, the community remains without certainty regarding the future ownership end governence Of the centre-

Continued delay impects more than the applicants. It effects centre users. volunteers, community groups, partner organisations and those seeking to plan for the future of the facility.

The absence of a definitive outcome continues to restrict long-term planning, deleys investment decisions, end creates unnecessary uncertainty regarding the future development ofthe centre.

RPTWC is particularly concerned that ongoing delay continues to prevent access to enablement funding and other investment opportunities that could otherwise be used to progress refurbishment and improvement works within the building. These are tangible benefits that could already be supporting the future sustainability and development of Thornhill Community Centre.

The community was told that mediation was being undertaken to establish whether an alternative solution could be identified. That process has now concluded. No viable alternative proposal emerged, In RMWG's view, there is therefore no community benefit in extending uncertainty further,

The Community Asset Transfer process exists to secure positive outcomes for communities, RMWG is concerned that continued delay is now undermining that

objective end preventing the community from realising the benefits that a clear and timely decision would provide.

The community deserves certainty, accountability and a clear direction for the future Of nnornhilL Community Centre.

Wider Principles

Throughout this process, RMWG hac consistently maintained that Community Asset Transfer decisions should be determined on evidence, capability, governance. sustainability and community benefit.

The Community Asset Transfer process exists to ensure decisions are reached on merit and through objective assessment. The Council's own process led officers to recommend transterto RMWG,

RMWG remgins concerned that, despite a completed assessment process, an officer recommendation, arid an unsuccessful mediation process, the Council continues to deter determination tether than reach a decision,

Community leadership can emerge trom all parts of Falkirk's diverse population, What matters is capability, commitment, governance, sustainability and the abilityto deliver positive outcornes lor local people- Those are the principles that should guide the determination ot any Community Asset Transfer application.

Reservation Of Rights

nt•lWG remains committed to resolving this matter through the proper operation of the Community Assat Transfer process and has engaged constructively throughout. including participating fully and in good faith in mediation.

However, given the proximity of the statutory determination deadline, the absence of an agreed extension, and the Executive's decision not to determine the applications, RMWG is now seeking urgent clarification regarding the Council ' s compliance with the statutory process.

RMWG is aware of the rights available to community transfer bodies where the prescribed determination period expires without a decision notice being Issued.

Nothing in this correspondence should be interpreted as acceptance of any extension to the determination period. and RMWG reserves all rights available to it.

Conclusion

The Council's assessment process has concluded.

The mediation process has concluded,

No viable alternative proposal has emerged.

Executive wes reconvened to determine the applications, Instead, it chose to pursue a course of action that was expressly dependent upon the agreement ot both applicants despite not first establishing whether that agreement existed

Now that RMWG has confirmed that it does not agree to the proposed extension, Falkirk Council should explain how it intends to proceed and how its ections remain consistent with the statutory Commu nity Asset Transfer framework,

The community deserves certainty.

The time tor further process has passed.

The time for determination has arrived.

RMWG requests a substantive written response to the matters raised in this correspondence by 12 noon on Wednesday 19 August 2026. Given the proximity of the statutory determination deadline. the uncertainty surrounding the status of any proposed extension, and the continuing impact of delay on the future planning and development of Thornhill Community Centre. RMWG considers it essential thet the Council Clarifies its position as a matter of urgency.

Yours faithfully,

Rainbow Muslim Women'S Group

RMWG Response

Dear [redacted]

Thank you for your email of I ath August and your request for clarification, I note your disappointment with the decision taken by the Executive on 13th August,

AS you will be aware from the meeting and subsequent correspondence on Friday,

the decision of the Executive was as below:Executive:

1. Agree to extend the period for determination for both applications by three months subject to agreement by both groups;

2 Agree that the matter be continued ror a perjoo of three months to allow officers (end any external medigtors es required) to further explore the scope for a single appiication to be made on the basis Ota joint governance arrangement;

3 Agree that the Director or Place Services shall have authority to agree a further extension of th9 period ror determ/nation of both applications.

This decision was reached after both you and Falkirk Thornhill Community Hall SCIO were heard by way of deputations and lengthy discussion end debate.

As you note, the agreement to extend the determinetion periods for the applications was subject to both applicants agreeing to en extension, You have notified the Council that you ore notin agreement to the extension of the determination period for your application. What this means is that no decision notice on your application has been issued within the required Six-month period (16tn August 2026) based on the validätion date of your application whiCh wes 1 6^{0}' Feb 2026.

AS a result Of this. you ere now in the 20-working day period during Which you may epply to the authority for a review in the circumstances where no decision notice has been Swen in relation to your application and the six month period allowed for determination of your application has expired. The deadline for the review request is September 2026.

Section 86 of the Community Empowerment (Scotland} Act 2015 provides for review by the authority and the regulations setting out the relevant procedure are the Asset Transfer Request (Review Procedure) (Scotland) Regulations 2016 (the 2016 Regulations). The 20-working day period begins with the date of expiry of the period allowed for determination of your application, Such an internal review would be conducted by the Council's Community Empowerment Review Committee. I attach a copy of the 2016 Regulations as well as the Scottish Government Guidance for Community Transfer Bodies. I would, in particular, refer you to sections 17 and 1 a of the Guidance which set out what is involved in seeking a review.

It is important to note that if no review in writing is sought by you within the 20 working day period, your application is considered to be at an end.

You may wish to seek your own independent advice or legal advice on the matter,

You have asked why both groups were not asked about their view on extension to their determination periods at the meeting. There are two considerations in this regard. Firstly, while a party cen make a request tot e deputation and be heard ata committee meeting, once the deputation has withdrawn, there is no further opportunity for the party to be heard. Standing Order 10.2 notes that "No member of the public will be permitted to speak or to take any other part in the proceedings o/ a meeting of the Council except when addressing the meeting as a member or a deputation under Standing Order 33." Secondky, the Council is not aware of how decisions are taken by groups on matters such as an extension, This could be, for instance, a matter tor trustees as opposed to being a matter for representatives attending a meeting on behalf of the group.

I hope that this is ot assistance in ctarifYing the position.

Yours sincerely,

[redacted]

[redacted]

Falkirk Council

Suite 1b, Falkirk Stadium, Stadium way

Gran emouth, Falkirk. FK2 9EE

[redacted]

FALKIRK COUNCIL

COMHAIRLE NA H-EAGLAISE BRICE

Enquiries to:
&rateqic Progeny Review Teem.
Suite 1B
Fall:irt§f§81\Wli□9EE
StrateglcPropertyftivle.w@falka'k.gov.uk

[redacted]
Chair, The Rainbow Mus
[redacted]lim Group

ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT ACT

ACKNOWLEDGEMENT LETTER

Dear

This letter is to acknowledge receipt of your transfer request in relation to Thornhill Community Centre, Thornhill Road, Falkirk.

I confirm that the request is made in accordance with the legislation and all required information has been provided, The vdidation date for this asset transfer request is 16 February 2026.

An asset transfor request has also been received from Falkirk Thornhill Management Committee in relation to Thornhill Community Centre- The property has not been advertised for sale, nor has the Council entered negotiations or initiated proceedings with a view to transferring or leasing property. We therefore consider that the Council is prohibited by section of the Act from leasing or Otherwise disposing of the property described above until that request is concluded.

Notice of this asset transfer request will be published online at Community Asset Transfer: Publipatlpn of requests and repreeentqtions Current notices of request -

Falkirk Council and sent to any tenants or occupiers Of the land or building. Any representations made 10 the Council about this request will be copied to you at the contact address provided in your request, and you will have at least 20 working days to comment on them.

The request will be considered by Council Executive. We will give you notice of our decision whether to agree to or refuse your request, and our reasons for that decision, by 16 August 2026.

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Falkirk Stadium, 4 Way. FK29EE Okectw: •emie

If you do not receive a decision by that date, you may apply for e review of the case. You may also apply for a review if your request is refused, or if the request is agreed but the decision notice specifies material terms or conditions which differ to a significant extent from those specified in the requeSt. Guidance on applying for a review is available at Asset transfer: summau guide - qov.scot (www.gov.scot). An application for review should be sent to strategicpropertyreview@falkirk.gov.uk

If you have any questons about the asset transfer process, please contact strategicpropertvreview@falkirk.qov.uk

Kind Regards,

[redacted]

Falkirk Council Suite 1B Falkirk Stadium
FK2 9EE

Agenda Item 16

Community Asset Transfer of Thornhill Community Centre

FALKIRK COUNCIL

COMHAIRLE NA H-EAGLAISE BRICE

Falkirk Council

Agenda Item 16

Executive

18 June 2026

	Community Asset Transfer of Thornhill Community Centre
Submitted by:	Director of Place Services

1. Purpose of Report

1 .1 The purpose of this report is to consider the applications by Falkirk Thornhill Community Hall SCIO (FTCH) and the Rainbow Muslim Women's Group (RMWG) in relation to Thornhill Community Centre. The report sets out the evaluation undertaken to recommend the transfer by way of ownership to Rainbow Muslim Women's Group.

2. Recommendations

2.1 It is recommended that Executive:

(1) Note two interests in the property for asset transfer by Falkirk Thornhill Community Hall (SCIO SC04780), and the Rainbow Muslim Women's Group (SCIO SC047758);

(2) Note the evaluation process and the outcome of the assessment;

(3) Agrees the full ownership Community Asset Transfer of Thornhill Community Centre to Rainbow Muslim Women's Group at the proposed purchase price of El for full ownership of the land requested, reflecting the benefits that will derive from the project;

(4) Agrees that the Director of Place Services is authorised to prepare and issue a decision notice to progress the transfer to the Rainbow Muslim Women's Group subject to conclusion of any review/appeal process;

(5) Agrees that the Director of Place Services is authorised to prepare and issue a decision notice rejecting the asset transfer application to FTCH;

(6) Agrees that the Director of Place Services is authorised to prepare and include a condition in the decision notice to RMWG allowing the Council the option to reacquire the property in line with the circumstances outlined in paragraph 7.19;

(7) Agrees that the transfer will be subject to any existing burdens or restrictions in the Council's title;

(8) Agrees to grant a sum of up to E101,738 from the Enablement Fund to support capital improvements to the facility subject to further assessment set out in para 5.47;

(9) Notes that the assessments undertaken confirm that the proposals are in line with the Council's statutory obligations in terms of the Community Empowerment (Scotland) Act 2015, The Asset Transfer Request (Procedure) (Scotland) Regulations 2016 and The Disposal of Land by Local Authorities (Scotland) Regulations 2010; and

(10) Instructs and authorises the Director of Place Services to issue a decision notice and to agree and conclude all necessary legal arrangements to progress the disposal in accordance with Part 5 of The Community Empowerment (Scotland) Act 2015.

3. Background

3.1 Thornhill Community Hall was identified for closure as gan of the Council's Strategic Propeny Review given it is a non-core asset.

3.2 Thomhill Community Hall is outlined red as shown in Appendix 1. It is owned by the Council.

3.3 Both The Rainbow Muslim Womens Group (RMWG} and Falkirk Thornhill Community Hall (FTCH} have submitted a vaEid Community Asset Transfer application seeking full ownership Of the building,

3,4 As previously repotted, Falkirk Council has too many buildings that are in poor and ageing condition, not energy efficient, expensive to run and underutili:sed. The Audit Scotland Best Value Assurance Report (January 2022) states the Council 'needs to quickly progress the remaining key actions in the Strategic Propel(y Review (SPR) and take decisions on its property estate to deliver bast value: Elected Members agreed in January 2024, that in the absence of an asset transfer, alternative delivery model or improved financial performance, properties in scope of the SPR would close in phases. Council reiterated approval of the SPR approach to rationalising non-core properties and empower communities to take responsibility for their management and future use through transfer or lease of assets.

3.5 Prompted by the closure of the building, the RMWG and FTCH submitted CAT applications seeking to bring it into community ownership, In such circumstances where there are competing applications, the guidance under the Community Empowerment Act (Scotland) 2015 seeks that efforts should be made for groups to work collaboratively- Despite the best efforts of all paflies, both parties wished to proceed independently with their respective applications,

3.6 Since 1st October 2025 RMWG have been operating the facility under a Full Repair and Insuring Licence as an interim measure until the CAT propeny transaction concludes. It should be noted as part of the arrangements, FTCH have been a subtenant and have been responsible for the management of some of the letse

4. Considerations

4.1 In taking a decision on a community asset transfer request, the Council must decide whether to agree to or refuse an asset transfer request. In doing so, it requires to consider the benefits that might arise if the request is agreed to along with those that might arise from any other proposal. It also requires to consider whether the proposal before it will promote or improve:

- economic development
- regeneration
- public health
- social wellbeing or environmental wellbeing or reduce inequalities of outcome which result from socio-economic disadvantage
- any other benefits that might arise

4.2 The Council must make the decision in a manner which encourages equal opportunities and the observance of the equal opportunities requirements. The Council must also consider other matters it considers relevant, including:

- the functions and purposes of the authority
- any obligations that may affect its ability to agree to the request,

4.3 Proportionate and appropriate consideration requires to be given to whether the community transfer b0dy is able to successfully deliver the project and make it sustainable, including funding and the capacity and governance of the organisation.

4,4 The Council should agree to a request unless there are reasonable grounds for refusing it. Reasons for the Council's decision arc to be given to the applicant,

Where there are competing applications

4.5 As outlined in the background section of this report in such circumstances where there are competing applications, the guidance under the Community Empowerment Act (Scotland) 2015 seeks that efforts should be made for groups to work collaboratively,

4.6 Despite efforts af tha Council and both the FTCH and RMWG, a joint application for the asset transfer and shared management approach ccald not be agreed and therefore both parties have progressed applications to be determined in their own right.

4.7 Bath applications were subject to deadlines for submission, and both were progressed in accordance with statutory timescales with evaluation only being undertaken when both could be validated in line with the requirements of Part 5 of The Community Empowerment Act (Scotland) 2015-

4.8 Offcers have evaluated both applications and the outcome of this is outlined in the report with a recommendation to progress the RMWG asset transfer.

4.9 Officers involved in the evaluation were from across various Council Services to ensure there were a range af appropriate specialisms and a collective approach to the evaluation. All officers involved in the evaluation process confirmed no conflict of interest Officers involved in the pre-application discussions with the groups were not involved in the evaluation to avoid even any suggestion of a conflict of interest.

Summary of evaluation process

4.10 Both applications were assessed using the exact same process as all other CAT applications excluding steps 10 and 11. The key steps of the evaluation were as follows:

1. Applications received - The RMWG application was received on 30/09/25. The F TCH application was received on 01/10/25.
2. Initial review - Both applications were given an initial review on 15/10/25 to confirm if all relevant information was available to validate the application in line with the statutory requirements of the Act.
3. Feedback stage - Officers requested that the groups provide further information and / or clarification on aspects of the applications in order to enable progression to validation,
4. Further CAT submissions to address feedback provided - The groups submitted additional information as requested. This process took time to ensure all relevant information was provided to validate in Iino with the requirements of the Community Empowerment Act (Scotland) 2015, The Asset Transfer Request (Procedure) (Scotiand) Regulations 2016 and the Disposal of I-and by Local Authorities (Scotland) Regulations 2010,
5. Validation - Once all relevant information had been received, the applications were validated. RMWG application was validated on 16/02/26. FTCH application was validated on 02/03/26,

6. Statutory process commences - IJpon validation, the statutory process commences, this includes representations from interested parties within 20 working days of validation and a further 20 working days for the applicant to respond to any representations made. The Council is required to issue a Decision Notice within 6 months from point of the first validation date, by 16 August 2026,

7, Assessment of applications - An assessment panel made up of Council officers from services across the Council individually assessed each application,

8, Business plans reviewed — Business plans and cash-flow forecasts of each apptication were reviewed and assessed.

9, Evaluation and determination by assessment panel - The assessment panel met ta discuss the RMWG application on 16103/26, and 'the FTCH application an 31/03/26.

10. Fuflher review to finalise recommendations • The assessment panel met on 16/04/26 to further assess and compare both appl'cations. This enabled further robust discussion to underpin the determination of both applications and the recommendation.

11. Representations and responses were reviewed by the assessment panel to ensure all relevant and material considerations were properly assessed and considered. These representations and responses are the views of the individuals and organisations responding to the statutory consultation and are not the views of the Council- The Council does not accept any liability or responsibility far the views expressed therein. These representations are published in accordance with the terms of the Asset Transfer Request (Procedure) (Scotiand) Regulations 2016.

4.11 Further information has been made available to Elected Members during briefings in relation to the procedurai governance given this is a quasi-judicial processCommunity Transfer Body

4.12 Both RMWG and FTCH made the request as a Scottish Charitable Incorporated Organisation with a suitable Community led membership and property formed Board of Trustees, as required by Part 5 of the Community Empowerment Act (Scotland) 2015 {referred to hereinafter as "the 2015 Act").

4.13 In terms of Governance, the 2015 Act sets out requirements for Community Transfer Bodies The constitutions of both RMWG and ETCH are consistent with the Scottish Government model SCIO template which is considered to meet the requirements of the legislation and for the groups to enter the proposed ownership arrangement.

4.14 Both groups' constitutions enable them to acquire property for the further advancement of objectives that are compatible with the Community Empowerment benefits,

435 Quantitative and qualitative assessments have been undertaken on these and detailed information on the outcome of this is included in Appendix 2. Both applications were assessed as stronge The assessment key facts summary for RMWG is detailed in Appendix 2A and the assessment key facts summary for FTCH is detailed in Appendix 2B,

4.16 Based on the scoring for each application detailed in appendix 2, Officers ate recommending approval of RMWG proposals. summary. RMWG received a scoring of 68 out of 80. F TCH received a scoring of 62 out of 80. This scoring is based on evaluation and assessrnent of the below objectives, as is consistently considered for all CAT applications;

- Financial
- Volunteering Hours
- Economy
- Regeneration . Public Health
- Somal Wellbeing
- Environment
- Reducing Inequalities
- Promoting Equality
- Governance
- Funding/Resources
- Sustainability
- Performance Management
- Community Involvement
- Local Community Support

4.17 Further information and narrative on the outcome ot the evaluation is included in Appendix 2 and summarised below:

- Both groups are properly constituted for the purposes of the Community Asset Transfer. Panel view is that volunteer experience and track record in a volunteer capacity is stronger for RMWG and FTCH is limited in this area;
- Panel view is that RMWG are more community focused in its objectives than FTCH which provided less evidence and appeared to have a greater commercial focus;

- Panel view that Scottish Government priorities for Public Health. were more aligned to RMWG application than FTCH;
- Whilst both groups have identified environmental improvements to support their asset transfer, RMWG have an embedded environmental approach Which includes continuing their environmental education sessions and workshops.

4.18 As a result of the scoring, Officers are recommending the RMWG application is progressed and key information for the application is outlined in the below sections.

Transfer Request

4.19 RMWG has applied for full ownership of the building at a discounted cost of El, reflecting the benefits that will accrue from their proposals.

4.20 An independent valuation jointly instructed by Falkirk Council and the applicant was carried out on the property. The valuation provided the opinion of capital value to be E85,OOC and rental value to be Cl 0,500 per year-

4.21 Accordingly, the transaction will fall within the scope of sll of the Local Government (Scotland) Act 2003 which amends s74 of the Local Government (Scotland) Act 1973 allowing local authorities to dispose of land for less than best consideration but only in certain circumstances.

RMVitG Proposals

4.22 The RMWG wish to take over the building to protect current lets; to facilitate other community activities; and to use as a base for their group operatims. All groups who currently use the building will have their lets honoured and nane will be displaced as a result of a community asset transfer to RMWG.

423 The group wishes to facilitate additional community activities including a foodbank. affordable skiffs training, a community café. and expanded support ser,/ices.

4.24 In addition, they wish to use the building as a base for their own charitable operations, from which to deliver their classes and activities to their core audience, women from an ethnic minority background-

4.25 Enablement Fundinq is being sought for solar panels (to reduce energy costs); kitchen renovation (to suppon a new community café) and pavilion renovation (to create a base for the group's core work),

5. Recommended proposal

5.1 As outlined above, Officers are recommending the RMWG application is progressed. The RMWO have provided the required information in line with the 2015

- Community Asset Transfer Application Form
- Community Asset Transfer Business Plan

- Accounts
- 5-year Financial Forecast
- Evidence of Community Engagement
- Letters of Support
- Enablement Fund Request
- "Achievements and Glimpses' document
- Formal Response to Feedback

5.2 The following sections, outline the proposals by the RMWG and how these are compatible with the 2015 Act and the Council's aims and objectives,

RMWG constitution

5.3 The constitution highlights the charitable purposes as follows:

- The advancement of education
- The organjsabon of recreational activities with the object of improving the conditions of life for the persons for whom the activities are intended
- The promotion of religious and racial harmony
- The relief of those in need

5.4 The group's constitution is included in Appendix 3.

5.5 The application by RMWG is considered valid in accordance with the 2015 Act. A full copy of the application is included in Appendix 4 and business plan is included in Appendix 5.

5.6 For information and in the interest of transparency, FTCH constitution is included at Appendix 6, CAT appicatian is included within appendix T and business plan is included in appencüx 8,

Local consultation

5.7 The group's online public survey attracted 135 responses. 95.6% of respondents answered "yes" to the question "Do you support the Idea of this group taking on its own premises and making it into a community cultural hub open to all?*

5.8 Of the group's members, 35 individuals answered the internal organisational survey. Almost 70% Of respondents thought it would be helpful if the group had a dedicated space for their core work,

5.9 A suggestion board within the centre identified potential future activities such as Bookbug, English Conversation classes and cookery sessions,

Penefit$	RMWG appli_cetion

5.10 This proposal assists with the delivery of the Falkirk Council Plan in that "More communities taking over the places they meet in" is one Of the success measures within the objective to A DeIiver Stronger and Healthier Communities".

5-11 The proposal also assists the group to deliver the outcomes of Scottish Government's National Performance Framework Objective that "We live in communities that are inclusive, empowered, resilient and safe".

5.12 The application form, and business plan (Appendix 4 and 5) also identify the following Key benefits;

- Economy

5.13 A busy, thriving Hall will bring more people to the neighbourhood and contribute to increased footfall at businesses and amenities.

5.14 The group states; "We are seeking to acquire Thornhill Community Hall to establish a permanent, inclusive space that serves not only the Rainbow Muslim Women's Group but the wider Falkirk community. This centre will be a vibrant. welcoming hub where people of all backgrounds — women, families. young people, the elderly, and local organisations — can come together to connect, learn, and grow. Thornhi!l Community Centre already hosts a variety of valuable activities. including Zumba classes, music lessons, aft workshops, kettlecise„ church-led sessions, and mental and emotional wellbeing programmes.

5.15 We fully envisage these existing activities continuing and thriving. Our vision is to build on this strong foundation by introducing new programmes such as affordable skills training, a community café, and expanded support services — that respond to emerging needs and reflect the evolving aspirations of the community:

5.16 The group state that economic empowerment through skills development is a significant part of their core work with ethnic minority women, providing training and pathways to employment, helping individuals gain independence, and contribute to the local economy.

5.17 They state that by encouraging and supporting women to start their own businesses, jobs are created and the local econorny is stimulated. Strengthening community ties through cultural and social activities creates a supportive environment for economic activities, while developing leadership skills among women leads to more effective community advocacy and economic planning,

- Regeneration

5.18 Proposed upgrades to the building will have good regeneration outcomes including reducing electricity costs to rnake the business more viable, by the installation of solar panels,

5,19 Enhancing the building's appearance and surroundings will make it a welcoming and attractive space for all community members, improving the quality of life and attracting more residents and businesses.

5.20 Engaging youth in educational and recreational programs will reduce anti-social behaviour and its environmental impact.

Public Health

5.21 Many of the classes running in the Hall contribute towards good wellbeing of participants including: Zumba ciasses, music lessons, art workshops. kettlecisee church-led sessions, and mental and emotional wellbeing programmes, The group state that they will honour all the existing hall lets,

5.22 The core RMWG activities will be run from the renovated pavilion space (currently lying unused) to allow current lets to continue operating in the Hall. Where RMWG activities require the kitchen, the pavilion will be offered as alternative accommodation to current lets,

5.23 A letter of support from the NHS-funded Braveheart Foundation states that public health initiatives run by the group have ᵘpfayed a pivotal role in bridging gaps between diverse groups" Nine letters of support from organisations were received and are included in Appendix 9,

5,24 The group states that in their core work they will continue in empowering women to make informed health choices, by conducting workshops addressing issues like nutrition, exercise, disease prevention. smoking cessation, substance abuse, and domestic violence, working with local health authorities to implement communitywide health initiatives.

5.25 The group states that their support groups help individuals manage stress and anxiety, with mindfulness and relaxation exercises improving overall mental wellbeing. Healthy eating is promoted through cooking classes and nutritional education, Regular exercise is encouraged with physical activity programmes. They state that their information sessions on prenatal and postnatal care ensure the health and wellbeing of mothers and babies, while their food bank and parcel delivery service support families and individuals with food provision.

Social Wellbeing

5.26 Engaging in health and fitness activities in a community setting helps participants feel more connected within their networks.

527 Involvement in the various clubs and groups helps to combat social isolation,

5.28 A letter of support from the Council's Fairer Falkirk team states that RMWG activities have "brought people together and introduced many to new cultural experiences"

5.29 A letter of support from Central Scotland Regional Council states that social cohesion and collaborative partnerships across communities will be strengthened if the group acquire the building.

5.30 The group states that by organising social events and gatherings, they are able to foster a sense of community and belonging among members of their community. while encouraging volunteerism to enhance social cohesion and provide meaningful ways for individuals to contribute to their community.

5,31 In addition they cite the gnsitive wellbeing outcomes which now from their offe'ing of peer support groups, mentorship programmes, cultural celebrations and festivals, recreational activities, adult education classes. parental support, advocacy and leadership skill developrnent.

5.32 Many user statements attest to the improvement of social wellbeing amongst members, including this one;

"Before I joined the group, ; often felt Ione/y and cut off from Others. Taking part in activities like yoga and the coffee and chat sessions hes given me a reason to get out of the house, meet new people, and build friendships. Having this safe and welcoming space has made a huge difference to my mental health. fee; happier, more connected, and suppodod by a community that understands me, '1

- Environmental Climate Change

5.33 The transfer of Thornhill Community Centre would have a positive impact on the Council's organisational 2030 net zero target by reducing tho emissions generated from electricity, gas and water consumption by 12 tonnes of carbon dioxide equivalent, based on 2025 figures, It is acknowledged that whilst the reduced

the Council's

emissions positively impact organisationai targets, the facility will still generate c02 emissions that impact the wider area emissions; these will be somewhat mitigated by the installation of solar panels as planned by the group.

5.34 The group states that a community-owned building means creating a hub for sustainable initiatives and a place where the community can come together to learn, share, and implement eco-friendly practices.

5.35 A letter of support from Forth Environment Link states that the group has "always been passionate about sustainability and equipping their community with resources, skills, conversations and funding to develop their own connection with nature, wellbeing and the planet."

5.36 They will continue their long association with 3 local charities to deliver their environmental work:

- Bo i ness•based Sustainable Thinking Scotland SCIO. RMWG distribute fresh produce from the Foodbank Farm to those in need.

- The Cyrenians: RMWG Collect and distribute surplus food from supermarkets to avoid landfill.

- Forth Environment Link: RMWG deliver plant-based cookery lessons to different demographics and host workshops on climate adaptation

5.37 They state that they will continue to conduct workshops and seminars on sustainable living practices, such as reducing waste, recycling, water conservation, sustainabEe active transport, and conserving energy, and plan to implement initiatives like community clean-up days and recycling programmes- They state that promoting sustainable practices and green initiatives in and around the building will improve the local environment and attract eco-conscious businesses and residents,

5.38 The group have applied to the Enablement Fund for the installation of solar panels to reduce carbon emissions.

- Tackling Inequality

5,39 The core work of the group is the empowerment of women from an ethnic minority background, Who by virtue of their race and sex, may face barriers- Over several years, the grocgp has built a reputation as a trusted partner, working with statutory services including the Council and the NHS to deliver training and activities in a culturally sensitive manner to their members, who might not always feel able to engage with these sewices outwith the group.

5.40 The group has always worked with economically disadvantaged communities of all backgrounds as described in letters of support from the Avanbridge Community

the Council's

Association and Fairer Falkirk, particularly in the delivery of food and facilitation of cookery lessons. The group have been recipients of the council's School Holiday Fund since 2022, supporting low-income families with nutritious meals and engaging activities during school holidays-

5.41 The Supported Accommodation Coordinator at homelessness service (the Castings) has written a letter of support praising the group's work: "Their donations of food have made a significant difference to the residents in our supported accommodation, ensuring that some of the most vulnerable members of our community feel cared for and valued. We wholeheartedly endorse their efforts and believe that having the right building will strengthen their ability to meet growing demand and enhance the wellbeing of countless individuals."

Funding

5.42 The group's income over the last 5 years hes amounted to over €200,000, comprising donations, fund-raising and grants from local and national funders including the Council, the Big Lottery, Foundation Scotland. CVS. Youth Scotland, Forth Environment Link, and BEMIS amongst others.

5.43 The group are currently in Year 1 of 3 E40,000 grant (unrestricted funding) from Corra Foundation. payable over 5 years.

5.44 As with all groups who have entered into an FRI licence, the group are entitled to claim a one-time payment from the revenue fund earmarked to help groups in the early stages of the CAT process. Thomhill Community Centre have received El ,738.65

Enablement Fung

5.45 Community Transfer Bodies have the right to apply to Falkirk Council's Enablement Fund for larger capital renewals which support the viability of the CAT for properties identified by the SPR-

5.46 RMWG's application also includes a request for up to EIOI,738 from the Enablement Fund, This request follows technical and financial assessments undertaken to inform the Enablement Fund recommendation to Executive. This process ensures there is an established need for the works, that the works are in line with a set criteria for the funding, is proportionate and to allow the Council to demonstrate compliance with its best value obligations. The initial works identified include alteration of the pavilion and a new commercial kitchen to support the viability of the CAT and solar panels to improve energy efficiency in the building.

Item	Amount u to inc. VA
Alteration of vilion	E51 990

the Council's

Su I & install of commercial kitchen	E18,548
Solar nels	231 200
Total	EIOI 738

5.47 These figures represent the costs based on quotes or professional estimates supplied. The group will continue to research and apply for third-party match funding to go towards funding these works, If successful, this would reduce the amount of Enablernent Funding required or potentially support additional works. The group will

seek to inform promptly to allow funds to be reallocated where appropriate.

5.48 Following a positive decision notice, the Enablement Funding will only be released once the property transaction is finalised and the building has been transferred by ownership ta the group.

5.49 The awarding of Enablement Funds will be administered within the SPR team. Groups will procure and manage the works themselves and submit invoices to the SPR mailbox. Invoices will be reviewed and paid to the groups. who will then be responsible for paying the contractors.

5.50 Groups must obtain quotes or estimates that are inclusive of VAT, as the amount agreed by Executive is final and cannot be increasedAssessment of proposals

5.51 An assessment has been undertaken in accordance with the Council's process for reviewing CAT applications. This includes a quantitative evaiuation to consider the financial benefits of the application, and a qualitative evaluation of the application to consider key elements including links to national and local priorities, community benefits, sustainability and governance arrangements. The Community Asset Transfer Assessrnent Panet have provided their input and have assessed and evaluated all relevant documents received in relation to the Community Asset Transfer of Thornhill Community Centre.

5.52 This assessrnent is undertaken to satisfy the Council's statutory obigations under the Disposal of Land by Local Authorities Scotland)Regulations 2010 and Part 5 of the 2015.Act.

Quantitative evidence

5,53 Volunteer hours: The group has stated that Trustees and volunteers jointly work 45/6 hours a year at a rryonetary value of €98,592 per annum.

5.54 Direct savings to the Council: upon transfer of the propetty, an annual revenue saving of E 10,790 on running costs will be delivered which reflects savings agreed within the SPR.

5.55 It should be noted that the combined value of the group's volunteer hours, (€98,592 annually) and the direct savings to the Council. (E 10,790 annually) exceeds the market value of the property to Falkirk Council which is estimated at Ed5,ClOO,

the Council's

Qualitative evidence

5.56 The assessment by the Community Asset Transfer Working Group of the business plan and the impacts of the proposed ownership transfer are set out in the Assessment Criteria at Appendix 2A.

5.57 The group is held in high regard within the local and national third sector, as evidenced in their track record of regularly securing grants from CVS, Corra Foundation and the Council to carry out their work, In the past decade they have consistently rec;eived official recognition: CVS Falkirk Volunteer Engaging

Organisation Award Winner; SCVO Scottish Charity Awards Runner Up; CEMVO Scotland Ethnic Minority Awards Nominee, British Muslim Awards Communib/ Group of The Year Winner: and CVS Falkirk Volunteers' Week Outstanding Achievement in Health & Wellbeing. The Char aso received the CVS Lifetime Achievement Award in 2024.

5.58 They have provided letters of support from the Council's Homelessness and Fairer Falkirk support teams as well as the following local charities and third sector organisatjons: Braveheart Foundation, The Conservation Volunteers, Central Scotland Regional Equa%ty Council, Forth Environrnent Link, Avonbndge
Community Association, Sustainable Thinking Scotland and Causeway Music

5.59 The group have a strong track record of secunng grant funding, A five-year cash flow forecast has been provided which shows a positive cash balance throughout the period. An opening cash balance of €37,662 provides a strong start and year 1 ends with a balance of e141,897. This positive balance is projected through the next 5 years and by year 5 will be €483 If aJI goes to plan. The Group has secured five years of unrestricted funding from the Corra Foundation to support operational and repair costs which underpins these projections.

6. Consultation & Engagement

A 'iCa ultati0

€.1 Evidence or community consultations for RMWG is included in Appendix 9. In the interests of full transparency, evidence of community consuttation for FTCH is included in Appendix 10.

6.2 Notification of the request was posted on the Community Asset Transfer section 01 the Council website and in a publicly accessible location near the ptX3gedY„ This ensured the public was duly informed about the Community Transfer BodVs intentions and could make representations regarding the Community Asset Transfer request. As Falkirk Thornhili Community Hall (FTCH) aro currently a sati-tenant of the RMWG within the Hajj, they were notified accordingly.

Cpungil engagement

6.3 Officers from the Council have engaged with both groups to ensure both applications met tho requirements of the 2015 Act- CVS Falkirk has supported both groups in the development of CAT applications and business plans.

6.4 Officers from across the Council have actively engaged to assess and evaluate the applications and have robustly followed the process outlined in the report and in fine with the statutory requirements..

6.5 Both organisations have been evaluated against statutory criteria set out in section 82 0t the 2015 Act and the two proposals have been cornpared to determine the most appropriate way forward.

6.6 As part of ensuring the quasi-judicial procedural govemance arrangements are adhered to, engagement and briefings have taken place with both Elected Members and the community groups.

7. Implications

Council Plan

7.1 The Council Plan can be viewed at Policies and strategies: Council Plat) 2022 - 2027 - Falkirk Council.

7.2 The implications arising from this report in relation to the Council Plan Priorities and Enablers are:

Supporting Stronger & Healthier Communities

Communities that are empowered, inclusive, resilient and safe.

Promoting Opponunities and Educational Attainment and Reducing Inequalities

Educational excellence, reduce poverty & inequality, and improve wellbeing.

Supporting a Thriving Economy and Green Transition

An economy that is competitive, entrepreneurial, inclusive, and sustainable and an environment that we value, enjoy, protect and enhance.

[redacted]

Financial Sustainability

Strategic	☒
Operational	☒
Transformation and Improvement	☒
Valued Sustainable Workforce	☐

Financial

7.3 The Community Asset Transfer would deliver the SPR saving of El 0,790 associated with the property, as agreed by Council January 2024. This comprises E9,360 from the Hall plus El,430 from the pavilion.

7.4 The Community Asset Transfer of the building would also reduce the overall total backlog in maintenance for Falkirk Council and subsequent capital expenditure required. As identified in the condition survey undertaken, the total backlog maintenance is estimated at $249,313.

7.5 The Council in foregoing the capital receipt requires ensuring that there is compliance with $11 of the Local Government in Scotland Act 2003 which amends s74 of the Local Government (Scotland) Act 1973 allowing local authorities to dispose of land for less than best consideration but only in certain circumstances and the Disposal of Land by Local Authorities (Scotland) Regulations 2010, The proposal is following assessment considered to be compliant with benefits of the transfer and the activities proposed greatly outweighing the disbenefit of foregoing the capital receipt-

7.6 The Council has to consider whether the Subsidy Control Act 2022 applies. This Act sets out a four limbed test al' of which must be met for the provisions to apply. Officers consider that the proposals do not meet the criteria for 2 of the tests as the group does not fall within the definition of an enterprise and does not impact any defined market with the subsidy being available across the area to similar proposals.

77 No equipment was transfered to group as part of the handover at the commencement of the FRI Licence, therefore it was determined that there was no subsidy.

7.8 The Enablement Fund request of EIOI , 738 is contained within the existing SPR financial model and would be provided through the General Services Capital Programme.

Resources

7.9 Proposals outlined in the report will be managed within existing Property. Legal, Finance and SPR staff resources,

Legal

7.10 Given there are 2 applications, this could potentially lead to a review process, Elected Members in such circumstances will be provided with briefings on the procedural specifics Of this.

7.11 In the event of a review or an appeal there will be a prohibition on disposing of the property until the review or appeal has been concluded.

7.12 Employment issues: No employees remain at the building being considered by this report Having considered the options available to them, all employees chose to accept either voluntary severance or redeployrnent and therefore no TUPE considerations apply

7.13 In terms of the 2015 Act a Decision Notice must be issued to the group advising of Council's decision to agree or refuse the request, and the reasons for that decision, by 16/08/2026.

7.14 Legal documents pertaining to the conveyance to facilitate the ownership transfer of the asset will be required and the CTB has 6 months from the date of the Decision Notice to make a formal offerto the Council.

7.15 Both parties will meet their own legal fees and associated costs. The cost of outlays such as copy deeds, property searches. plan reports, coal mining reports, propety enquiry certificates and others will be met by RMWG-

7.16 The Statutory process for dealing with Community Asset transfer requests is contained in the 2015 Act and associated Asset Transfer Request (Procedure) Scotland Regulations 2016. Both applications have been received, validated and pub"shed in accordance with the legislation. In terms of the 2016 Regulations, representations on CAT applications can be made within 20 working days from point of publication. Following this, applicants have 20 working days to provide a response on any such representations. Representations were received in respecl of both applications. Both applicants were then invited to provide a response on their respective representations. RMWG provided a response on representations relating to their application within the statutory 20 working day period. FTCH did not respond within the statutory 20 working day period however a short extension was agreed with FTCH and a response has been provided.

7.17 RMWG representations and response are provided in Appendix 11. The FTCH representation and response is provided in Appendix 12. These representations and responses have been reviewed as part of the assessment and evaluation process. These representations and responses are the views of the individuals and organisations responding to the statutory consultation and are not the views of the Council The Council does not accept any liability or responsibility for the views expressed therein, These representations are published in accordance with the terms of the Asset Transfer Request (Procedure) (Scotland) Regulations 2016.

Risk

7.18 Transferring the asset to RMWG to invest and develop it will reduce statutory compliance requirements, maintenance and condition costs and reputational risks to Falkirk Council. Financial risks and all responsibilities associated with the property will transfer to RMWG,

7-tg There is a risk that upon transfer RMWG are unable to manage it as planned. This is considered a low risk, given the group's established activities and experience; following appraisal by omcers there is confidence in their capacity and leadership.

7.20 There is a risk that given there are two competing applicants and Officers are recommending the asset transfer to RMWCi lets currently managed by FTCH will bc

concemed about their future use of the building. RMWG have provided assurance that alt groups who currentty use the building will have their lets honoured and none will be displaced as a result of a community asset transfer to RMWG.

7.21 The Scottish Govemment Guidance on community asset transfer notes that the constitution Of a CT B requires to include provision that its surplus funds or assets must be applied for the benefit of the community. A CT B eligible for ownership requires to have provision that on winding up any surplus property, after the satisfaction of liabilities, passes to another charity or community body. This means that any property acquired by asset transfer cannot be used or sold for the private profit of the members of the group,

722 Notwithstanding that, it is proposed that the Council retains the option to take the propeny back in certain circumstances. In the event that (1) the propeny is to be sold or otherwise disposed of by RMWG, (2) RMWG is wound up or (3) RMWG no longer use the property for the use proposed by them, or a use which complies with their charitable purposes as approved by the Office of Scottish Charities regulator (OSCR), the Council witl be entitled to the option of first right of refusal to reacquire the property.

7,23 Such right to reacquire the property shall be for market value for existing use and shall not be timebound. For the first 10 years the Council's financial support, made up of the market value foregone, plus any Enablement Fund written down (depreciated) aver the 10-year period (ie,, 10% per year). will be deducted from the market value for existing use at the pre-emption date. and where the outcome is positive this is the price to be paid,

7.24 The right of first refusal to reacquire the property shall not, however, operate in the event of a sale, disposal or transfer by/from RMWG to another charitable body which has objectives which are substantially the same as those of RMWG and which would result in the property continuing to be used for a use which is substantially the same as the use proposed by RMWG.

7.25 It is important to note thet extemal funders to organisations may seek security for their funding, and the Director of Place Services should be authorised to negotiate and, as appropriate, agree such arrangements where they impact on the Council, Any transfer back to the Council would most likely involve discussion with the Office of the Scottish Charity Regulator (OSCR). The property would then be anticipated to be processed in line with Surplus Property Procedures having regard to discussions with OSCR-

726 There is a risk that given there are two competing applications, this will lead to 8 review There are established processes and protocols for these circumstances.

Equalities

7.27 In line with the approach adopted through the Strategic Property Review an Equality and Poverty Impact Assessment (EPIA) was prepared with reference to the closure of the facility, showing a variety of negative potential impacts.

7-28 Both RMWG and ETCH CAT applications were evaluated for the purposes Of Equality and Poverty Impact Assessment. Officers are satisfied that both groups have undertaken the required engagement and work to address the requirements of an EPIA. These are contained within the respective CAT applications,

7.29 Approval of the Community Asset Transfer as set out in this report will ensure the facility remains available to local groups and will mitigate any potential impact on Equalities. As a result, the Community Asset Transfer will not disproportionately disadvantage any person or group of persons identified as potentially having a protected characteristic. The EPIA on the decision of this report is shown in appendix 13,

Sustainability/Environmental Impact

7.30 A sustainability assessment is not required.

Impact on Climate Change Targets

7.31 The transfer of Thomhill Community Centre would have a positive impact on the Council's organisational 2030 net zero target by reducing the emissions generated from electricity, gas and water consumption by 12 tonnes of carbon dioxide equivalent, based on 2025 figures.

7.32 It is acknowledged that whilst the reduced emissions will positively impact the Council's organisatjonal targets, the facility will still generate c02 emissions that will impact the wider area emissions.

8. Conclusion

8.1 Fallowing the statutory process and robust assessment of two CAT applications submitted for Thornhill Community Centre, Officers are recommending the asset transfer of the property to RMWG.

8.2 RMWG wish to undertake a community-led transformation of the Thornhili Community Centre. They are requesting full ownership of the building, at the cast of El . The group has costed plans for capital works to upgrade the facility including solar panels to improve energy efficiency and works to the kitchen and pavilion to support the ongoing viability of the CAT,

8.3 The proposal includes a request to the Council's Enablement Fund for EIOI. 738 to support the delivery of these capita: improvements works to the property.

8.4 RMWG have provided a robust ausiness Plan.

8.5 A full assessment of the proposals has concluded that the group have strong teadership, the business plan is comprehensive, viable and sustainable.

8.6 Officers are satisfied that the proposal is compliant with legal requirements on the disposal of assets at less than market value. The council will realise an annual revenue saving

of E 10,790 through transferring tho property which is in line with the Strategic Property Review agreed savings.

8.7 The transfer of the facility will support community empowerment, enable future investment and deliver significant local benefits including positive health and wellbeing outcomes, The group's activities are in alignment with the Council Plan 2023 -2027.

Director of Place Services

Author: [redacted]

Date: 20 May 2026

Appendices

Appendix I — Thomhill Community Centre Disposal Plan
Appendix 2 — Summary of Panel Assessment Scoring
Appendix 2A — Assessment key facts summary for RMWG
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Appendix 3 — RMWG Constitution
Appendix 4 - RMWG Application Form
Appendix 5 —RMWG Business Plan
Appendix 6- ETCH Constitution
Appendix 7 — FTCH Application Form
Appendix B —FTCH Business Plan
Appendix 9 — RMWG Community Consultation and Letters of Support Appendix I O — FTCH Community Consultation and Letters of Support
Appendix Il — RMWG Representations and response
Appendix 12 — FTCH Representations and response Appendix 1 3 _
EPIA

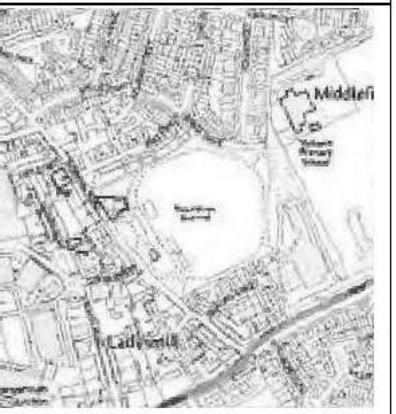
List of Background Papers

The following papers were relied on in the preparation of this report in terms of the Local Govemment (Scotland) Act 1973:

- Insert list here or if none state "None."

Appendix 1

Falkirk Council

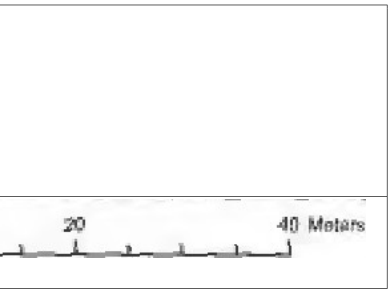


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Appendix2 - Summary Of Panel Assessment Scoring

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Appendix 2A - Assessment key facts summary for RMWG
COMMUNITY ASSET TRANSFER
- Assessment key facts summary for
ASSFT TRANSFER

Name	SCIO mmbnr or •q:uivałent	S'le or lease	LengLh lease	Rental per ann•um
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Sfrengiŕ=ning mrrrnur/it•ŕ fes thraugh ard saciai acti%'ities a s far ect:rnmic

		while developing leadership skills among women Eads to more effective community advocacy and economic planning.		
	(ii) regeneration	Proposed upgrades to the building will have good regeneration outcomes including reducing electricity costs to make the business more viable, by the installation of solar Enhancing the building's appearance and surroundings will make it a welcoming and atractive space for all community members. improving the quality of and attracting more residents and businesses. Engaging youth in educational and recreational programs will reduce anti-social behaviour and its environmental impact.		4.2
	(iii) public health	Many of the classes running in the Hall contribute towards good wellbeing of participants including Zumba classes. music lessons, art workshops, kettlecise, church-led sessions, and mental and emotional wellbeing progremrnes. The group state that they will honour all the existing hall lets. The core RMWG activities will be run from the renovated pavilion space (currently lying unused) albw current les to continue operating in tile Hat'. Where RMWG aciivities require (he kitchen. the pavilion will be offered as alternative accommodeticn to current lets. The group states that in their core work they will continue in empowering women to make informed health choices, by conduc{ing workshops addressing issues like nutrition. exercise, disease prevention, smoking cessation. subslBnce abuse. and domestic violence. woüing with loæl heath authorities to implement community-wide heallh initiatives. The group stetes that thdr support groups help individuais manage stress and anxiety, with mindfulness and relaxation exercises improving overall mentel wellbeing. Healthy eating is promoted mugh making classes and nutritional education. Regular exercise is encouraged with physical activity programmes. They state frat their information sessions on prenatal and postnatal care ensure the health and wellbeing of mothers and babies, while their food bank and parcel delivery service support families and individuals with food provision.		4.5

	{iv) social wellbeing	Engaging in health and fitness activities in a community setting helps participants feel more connected within their networks. InvolEment in the various dubs and groups helps to combat social isolation. The group setes that by organising social evene and gamerings. they are able to foster a sense of community and belonging among rnanbers of their community. while encouraging volunLeerign to enhance social cohesion and provide meaningful ways for indMduals to contribute Lo their community. In addition they cite fre positive wellbeing outcomes which flow from their offering of peer su ort rou s. mentorshi ro rammes, cultural celebrations and festivals. recteational		4.6

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	(vi) other			
4. Equality	W□ t tvi<d□1!3 l:hEire s11t'11i1 1·			

Appendix 2A - Assessment key facts summary for RMWG
COMMUNITY ASSET TRANSFER

	(i) contributes to reducing inequalities (protected characteristlcs)	The core work of the group is the empowerment of fru-n an ethnic minority background. by virtue of their rece end sex. may face barners. The group is a trusted partner, working with statutory services including the Counet and the NHS to deliver training and activities in a culturaliy sensitive manner to their members, who might not always feel able to engage with these serviæs outwih the group. The group has always worked with economically disadvantaged communities of ell backgrounds as desaibed in letters of supporl from the Avonbridge Community Association and Fairer Falkirk, particularly in the delivery of food and facilitation of cookery lessons. The group have been recipients of the coundl's Schoo' HolZay Fund since 2022, supporting low-income families with nutritious meals and engaging activities during schod holidays.		4.3
	(ii) Promotes equality	The group states that they have been a cMnerstone of community empowerment in Falkirk for over two decades. fostering unity across diverse emnz beckgrounde through food banks. eduætional programmes, cultural events, and inclusive support services. They slate that their proposel is more than a building, being an investment in social cohesion, wellbeing, and the future of Falkirk's multicultural sodety. They state that they will create a *Icoming space thet brings together people from all ethnic backgrounds, fostering mutual under-standing. cultural exchange. and social harrnony.		4.2
ABILITY TO DELIVER SUSTAINABILITY				
5. Govemance Accountabilit	Are appropriate govemance structures in place?	Yes, the group is a 2-tiered SCIO with a suitable Community lad membership and property formed Board of Trustees. as required by Part 5 of the Community Em owerment Act Scodand 2015.		5

6. Availability of Resources / Business n	Has the group identified all the resources required. such as funding. staff and volunteer resources with the appropriate skills. and are they sufficient to deliver the project?	Funding Through fundraising and grant funding the group have secured an average of E40,OOO per year since 2020 (Business Plan p.53) They are currently in Year 1 of a €40,000 grant (unrestricted funding) from Corva Foundation. payable over 5 years. Enablement Fund — Details of the Enablement Fund request is contained with the CAT application. Staff 2 part-time staff Volunteers Over 20 active volunteers T rustees 5 Trustees who have served the organisation for beb.yeen 20 years and 5 years each.		4.3

Appendix ZA - key summary for RMWC COMMUNITY Assessment feets

ASSET TRANSFER

		Further informalizn i: provit±d in the business		
7. Sustain±iEty	it been demc«wiraied that resouroas are sustainatye cuet• the project?	The orgar.isei0-i been •peratiar0I years with track r0:.o-d of 08ttrerehi0 •erk.in• and Securing furdrva (iyvitalb arourd 211L'al lniisme from They hsve provided er 110m Fairer FSlkirk as as tre enanties eng third sectc€ arganeauacs: Foundation. Scotland Regiaral Et;uaUF Council. Varth Link, Community Swtainabe Thinking Stoiland ard Music Proi%t. Bee* ane The Careervabon Voluriiee•s registered interest in doiverina aervices frcqm the bolding, if' collabotztOn wrtn RWNG if the CAT successrul. have sacureC cost* and Eeneflt from a eider Falkirk area, ri'-'lil □rs ,Of ur•r«islr'c-ted ru11ttin!.1;1,1 s1trp;,c1111 O;lllrBllcnat erd Ni□•r a large, 9citva ••dh.ilTIWr b.nua ;ti111t n;i:QCU.'lh,;,dh,vull'/ al·lJ-a lMi'.9-.93-)		
8. Pedt:rrnance Wnagenent	How does ure group gn:VDse ID repo-t an achievement the desired	They state Wii an a annua to increase usage hy •hthn the first years. wiii record atterrianze figures, social rredia engagement ard mensiln traffic.		2.2
cotartuNIfY SUPPORT				
g. Community Invcdvemeni	HAS bean denanstrate± that the invalvgd in devecping the prapoaen	ex.e group has Adami They 135 online In this survey, 32.0% of respondents the you idea of it' cwt fifo A ccvnmandy bud open io They ais:; received a p;sitQe Onen asked if peope fa:ility, and have activity fritz their panning leg. cookery. filne.*$ crafting In ad:iman, they to twir *4th their members The Mitten attest tn the positive organialian on thai,• hues, Araur•d af respondents or gher. asked it it rreke a ip have a designated space Ex activites.		

Appendix 28 - key facts for
COMMUNITY ASSET TRANSFER

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OTHER		Lernrs of support have been provided'.		

Is the building currently staffed?	No employees remain et the building being considered by this report. Having considered lhe options available In them, all employees chose to accept either voluntary severance or redeployment and therefxe no TUPE considerations apply.		

CONCLUSION

COMMENTS	OVERALL ASSESSMENT (See Table below)
Applicant has met the requirements of the Act and provided information in relation to all assessment criteria.	68/80 Strong

Evidence	Overview
Very strong	Governance and financial arrangements are strong and sustainable. Best Value characteristics are evidenced and contained throughout the overa!I approach. Related projected benefits areve robust and demonstrate value for mone : suitabili, effectiveness, rudence. uali . value and the avoidance of error and other waste.
Strong	Governance and financial arrangements are sound and sustainable. Best Value characteristics are in evidence in the proposal. Re'ated projected benefits are demonstrated well and re resent value for mone.
Moderate	Governance and financial arrangements are in place and acceptable. Best Value characteristics have been considered as part of the proposal. Related projected benefits are acceptable and could lead to value for mone .
Weak	Governance and financial arrangements are weak. Best Value characteristics are not well demonstrated in the proposal. Related projected benefits are not based on robust information and demonstrates uestionable value for mone . Governance and financial arrangements are poor. There is little evidence of 3est Value characteristics in the proposal. Related projected benefits are ill defined and/or unrealistic and do not demonstrate value for mone .

Appendix 2A - Assessment key facts summary for RMWG

COMMUNITY ASSET TRANSFER

Appendix 28 -AssHsment Ci'l' **ai:ts** • umlffl:;11,y f-or FT0-1

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		AF'lPIIJCA DETJ!.I S	ADDITIONAL COMMENTS	SCORING
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	(it) regeneration	Proposed upgrades to the building will have good regeneration outcomes, including reducing electricity costs to make the business more viable. by the installation of LED lighting and a new pavilion roof kMth improved thermal performance. The group intend to convert the pavilions into therapy and wellbeing spaces for hire by private practitioners alongside a flexible multi-purpose room. The kitchen will be upgraded to an industrial training kitchen and :ommunity café. aldlng vocational training opportunities with local education providers. The group state that the Hall occupies a strategicalY central and accessible loæicn directty behind the Cenlrel Retail Perk which attracts millions of visitors each year. and that regenerating it will transform a standard public asset into a modem. energy-efficient, multifuncfionae :ommunity hub. preærving heritaF significanæ *hile ensuring it is fit for purpose for decades to come and secures the buildlng for continued communty use.		3.8
	(iii) public health	The group states tiat the Hall currently delivers a co-located health and wellbeing ecosystem which functions as a comprehensive xreventative heaith hub complementing statutory provision and reducing system pressure. They plan to convert the pavilions for the following purposes: Pavilion 1 — Counsel'ing, hypnotherapy. sensory and neumdivergeM-indusive rooms. quiet space for reflection (Therapy and Wellbeing Suite) Pavilion 2 — Yoga. meditation, employability training. digital skills classes. sma" corporate hire, volunteer training. with a mini catering facility (Flexible Multi-Purpose Room) The group are comrnitted to honounng a" existing lets including fitness and dance classes; badminton; mental health support groups; brain injury rehabililation; programmes for neurodiverse and ASN supp«t groups etc. They state that the renovated kitchen will aid delivery of nutritional information and wmmunity tood, while therapy end early intervention will expand significantly post-CAT when the Pavilions converted.		3.8

	(iv) social wellbeing	There is evidence of long standing lets. The group affirm that co-location is a social wellbeing benefit building shared identity, reducing he siloing of age groups, carers. and vulnerable cohor# into separate service islands, and tat the range of current user groups shows the importance of safeguarding intergenerational continuity and preventing fragmentation of community life. The group slate that to ensure social wellbeing is accessible to everyone, rather than controlled by gatekeeping. they will operate a neutral hub model using an online booking system, a tiered pricing structure, and a proportional usage model. Involvement in the various clubs and groups helps to combat social isolation. The group have identified that for more than 139 regular participants from the current lets. the Hall is their ima oint of routine social contact and trusted connection. The state that losin		3.8

		that weekly anchor increases the risk of deterioration, relapse, disengagement from services, and escalation into crisis support. The group assert that social wellbeing benefit produced at the Hall is measurable, and is created by protecting and expanding a functioning ecosystem rather than replacing it with a single-use model. The group state that in social wellbeing terms, the CAT delivers best value because it (1) tackles the area's most prevalent support need, (2) protects high-impact provision for protected characteristic groups, (3) reverses real displacement already occurring, and (4) strengthens the whole ecosystem through a neutral, transparent model that grows capacity without displacing what is already established		
	(v) environment / climate change (including figures on carbon dioxide equivalent)	The transfer of Thornhill Community Centre would have a positive impact on the Council's organisational 2030 net zero target by reducing the emissions generated from electricity, gas and water consumption by 12 tonnes of carbon dioxide equivalent, based on 2025 figures. It is acknowledged that whilst the reduced emissions positively impact the Council's organisational targets, the facility will still generate Co2 emissions that impact the wider area emissions; these will be somewhat mitigated by the installation of LED lighting and a new pavilion roof which will improve thermal performance, reducing maintenance overheads, consumption, and carbon emissions. The group identify that travel emissions are reduced through the local provision of essential health, mental health, and social services. They state that they will conduct phased building maintenance, preventing the "carbon waste" associated with fabric deterioration. If successful, the group are planning to apply to CARES, Energy Scotland, and FCC Communities Fund for new doors and windows, solar panels, heating upgrade and modern energy-efficient infrastructure. The group have applied to the Enablement Fund for the installation of LED lighting and new pavilion roof.		3.6
	(vi) other			
4. Equality	What evidence is there that the project:			
	(i) contributes to reducing inequalities (protected characteristics)	The group are committed to honouring all existing lets, including groups that serve older adults; families and maternal health; ethnicity and faith-based groups; and survivors of trauma. Many of these people face socio-economic disadvantage. **Disability:** The group state that they are committed to accessibility through step-free entry with ramps, automatic doors, accessible toilets with grab rails, wide corridors, and designated disabled parking. Non-slip flooring, good lighting, and hearing loops will support those with visual or hearing impairments. Quiet and sensory-friendly spaces, alongside adjustable lighting, will benefit people with sensory sensitivities. Inclusive activities include adapted exercise classes, creative workshops, peer support groups, employability sessions, and sensory play for children. Together, these provisions create a welcoming environment where people of all abilities can participate fully. They intend to		3.5

		install an induction loop and disabled alarm system, directly supporting users with hearing impairments and mobility needs. Poverty: The group states that the costs of counseling, hypnotherapy, chronic pain support and complementary health provision will be actively addressed through concessionary end free access. funded pleces. a hardshlp fund for users unable afford standard rates. and partnerships with organisations to support or provide free or subsidised services et rates 45 - 60% bAaw cnmmercial equivaents.		
	{ii) Promotes equality	The group plans to mitigate local Socio-Economic Disadvantage through: • Tiered Pricing; Maintaining therapy mom rates at a transparent EIO per hour to ensure therapeutic supporl t«nains Bffcxdable for residen& end smell providers. • IncluSve Govemance: using the Hallmaster system to eliminate informal gatekeeping and ensure that access is auditable. fair, and open to all. • Funded pmvision: supported programmes through funding and grant and collaboration. The group state that they will be addressing Socio-economic Disadvantage through their direct supporl of the Fairer Scotland Duty by removing financial barriers to partidpation.		3.5
ABILITY TO DELIVER SUSTAINABILITY				
5. Govemance I Accountabilit	Are appropriate govemance structures in place?	Yes, the group is a 2-tiered SCIO with a suitable Community led membership and propedy formed Board of Trustees. as required by Part 5 of the Community Em owerment Act Scotland 2015.		4.7
& Availability of Resources I Business n	Has the group identified a" the resources required, such as funding. staff and volunteer resources with the appropriate skills, and are they sufficient to de'iver the project?	Funding The group has identified more than 50 potential funders they can apply to. Enablement Fund — Details of the Enablernent Fund request is contained with me CAT application. Please note, the figures in the business plan are no longer required. Staff Tne group plan to recruit staff aner 2 years Volunteers Number of registered volunteers not provided, but group estimates 51424 volunteer hours consisting of 4.100 hours for operational volunteers plus 1.324 hours from board of trustees. Trustees 5 Trustees who have served the organisation for betyæen 2 years and 3 months each. Further information Is provided in the business plan		3.3

2B – Assessment key facts summary for FTCH

ASSET TRANSFER

7. Sustainability	Has it been demonstrated that the resources are sustainable over me lifetime of the project?	The SCIO draws upon a membership of 44 individuals and a volunteer wor%foræ contributing 4, 100 hours annually. This volunteer team he charity with: • IT needs. Social Media. and the management the 24-17 Hallmas-ter booking system. • General buildin maintenance. re irsr and redecoration.		3.7

Appendix 28 -Assusment key facts summary far
COMMUNITY ASSET TRANSFER

FTC*I

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p prqxJ!W! b:l **onlhe sr'ed**	The pavilion reconfiguration 'Nil' 'Increase the hoers hours per monih ta 29371) hours pm rncmh: state they amt particigatian With the aim of increasing hat' usage Ey G2 additklnal by 4.		
	They slsl',e lh!lt g-OVI:ffIIInoe. they be measuring sc•ciei velle. equality; affardabiity; and		

·nm.fated iiy were □□the	Yes. **I'lle oro□1jlli00811il:l1.sll□iei&1•ng** oroucs consulted, securing archar lats using online and gaper-based surveys, The group launched a rim•,• Fg 1 1_!9 e_"hu;h **grew quloll;l!,<**, '11ho 1,un,11))' w,u **r.llil!'lld.ar.roH** **EXm'.nQ** lJ3e/" **groul)!, busiM!ll!U!S, t'le,Saciel')t etSir Jar.in de Gra□e ancl Fa,1h ¹i/all!!)l Co'lege "8v-e** l)(odUced rill'Ong il"ldk:!1io111s,of i:eitne□hip, oi::11.sl:omtoae, **21;\d** ant;;;'1or let inl8fi!St Tro:sbi!Qs l.lP0"8 to SOOPP9f\S 91Td 8 IcC81! b'JBl111!e&Ee,lr me.Reitan Paff<□e suppo,twe or their plans. .. Th!s,,,J J.s**a** st.0179 *3ff8Me*for.*t.'tcr;,pJr .. na'* \o,11u¹.being **l/ililM!l1ts**, *w.v:.'r.·c.:ngCO*<.'.!'ISllt\'neSf\0 *nypnotbmJpy. that CO!Lld□p* L..'.1,bli!□□;*!fieNHS* ,1,!!lt otftN'*?!>..::eS$d,'P.*.;;0□,**ir;r**,*t,'l'Jo,;,IIJ wJ10* ca,inotw.'fMJ *pri\lare _p,ov,1$ian-*.• **Survey feedback includes the following proposed usages:** + We'Wlll□druse!hisspac□iQr q1r..11□n r:n11□_port w□h□□ ı,ıwı l'r;,ri11t.r.iQ'W'$ *rot* liertlibar.d□lcii1'0:"I fotm**1ll!!!ldttlhOb** • G1.11:i□ M.□!mi>□ii.;on; , , KCR-ll!iinEIJc Ohan ruf□!-,jj:end Corn□oiJlH! tinue **WOl'k** ,. **For' J:(ii,BU!-mi!'C'lng!l** " **Mectte1k!n andMln«tunaE!B &!'ld 1-·2-11SllP,llOl't** " eB\.lri□eWR□□□□ □R'i!1pr'ivA\"elfl@fihisres **1** 3 **FB grau***	Peqe	3.7

The documer* Carnmunity Engagement Es•idence a indicabng there were 1213 to a GAgle zf or 1 the Open bersnming ecrtrnwnitp¹-c0.wed. There ert"3ils eruarsng the eun•eni can•rittae End 'he Falkirk Spirual and Psychic etggs.

21 d Business 113 verbatim 1 is an the curre•li earnmiiie. The rern0ir±r are 8rguing egainsi

face FTCH

	Lack of services already in Falkirk. Closing another centre will adds to the aiready growing problem. It's a much needed hall. Another hall dosed result in our community falling apart. It will be more of an "everyone for yourself' type of place. No togetherness. nothing to look forward to or take pride in. Another safe space for So many taken away. If community hall was closed we would be unable to hold our meetings and help survivors. It would be almost impossible to find other premisas that are central tor everyone and that would meet our needs.		

Appendix 28 -Assessment key summary for
COMMUNITY ASSET TRANSFER

	What evidence has been provided of local community support?	Saeenshots of written responses. and pie-charts from online consultations have been provided. Organisations with current lets have provided letters of support and these include: Mount Zion International Tabernacle Connect2 Form Valley Willow' Tree Performing Arts HSCP		3.3
		Letters of support have been provided.		
	currently staffed?	No employees remain at the building being considered by this report Having considered the options available to them. all employees chose to accept either voluntary severance or redeployment and therefore no TUPE considerations apply.		

CONCLUSION

	OVERALL ASSESSMENT (See Table below)
et the requirements of the Act and provided information in relation to all assessment criteria.	62/30

	OveMew
	Governance and finandal arranganents are strung and suslalnable. Best Value characteristics are evidenced and contained throughout the overall approach. Related projected benefits are ve robust and demonstrate value for monev: suitabili . effectiveness. rudence. ualit. value and the avoidance of error andother waste.
	Governance ano financial an-anganents are sound and sustainable. Best Value characteristics are in evidence in the proposal. Related projected benefits are demonstrated well and re resent va*ue for mone.

facts FTCH

COMMUNITY ASSET TRANSFER

V cdarate	Govsnance and financi* rrang□nt:B {*If*@ lfiP:l;Kl!'-;,n(f□i;1□1•. O"l v,.,,,..i d't!lr&c:Le,ie-iea,h□.e beeri **ool'll!ill'e-ed ae:** p0ri of the prepssal. Related projected **!!!Oiiiii.** se, aooei=tablo benefiis and valuer
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	Governance 11\'11'19Gm1Jr1111 'iii"'ilil, are There is evidence 'Y 6a:!t in are i" defined unrealistic ard

Appendix 3 — RMWG Constitution



CONSTITUTION OF RAINBOW MUSLIM WOMENS GROUP

CONSTITUTION

of

RAINBOW MUSLIM WOMENS GROUP

CONTENTS		
NERAL	type of organisation, Scottish principal office. name. purposes. powers. liability, general structure	clauses 1 - 10
MBERS	qualifications for membership, application, subscription, register of members. withdrawal, transfer, reregistration, expulsion, termination	clauses 11 26
ISION-MAKING THE MEMBERS	members' meetings, power to request members' meeting. notice. procedure at members' meetings, voting at members' meetings, written resolutions, minutes	clauses 27 53
ARD (CHARITY STEES)	number. eligibility. erection; retiral{reelection, termination of office, register Of charity trustees, Office bearers, powers, general duties. code of conduct	clauses 54 83
ISION-MAKING CHARITY STEES	notice, procedure at board meetings, minutes	clauses 84 • 99
MINISTRATION	sub-committees, operation of accounts, accounting records and annual accounts	Clauses 100 108
CELLANEOUS	winding up, alterations to the constitution, interpretation	clauses 109 • 114

GENERAL

Type of organlsation

1 The organisation will, upon registration, be a Scottish Charitable Incorporated Organisation (SCIO).

Scottish principal office

2 The principal office of the organisation will be in Scotland (and must remain in Scotland).

Name

3 The name of the organisation is Rainbow Muslim Women's Group

Purposes

4 The organisation's purrnses are:

4.1 The advancement of education

4 2 Tho organisation of recreational activities with the object of improving the conditions of life for the persons for whom tne activities are intended

4.3 Tho promotion of religious and racial harmony

4.4 The relief Of those in need

In furtherance of the aforesaid purposes the organisation shall work in partnership with all relevant stakeholders to deliver our objectives including but not limited to:

- Organise and deliver activities which encourage and promote good physical/ mental health & well-being
- Provide training opportunities to increase the skills and knowledge of participants and to improve their life chances and employability • Offer opportunities to volunteer with the organisation
- Provide social and recreational activities designed to tackle social isolation and loneliness
- Refer or sign post users to relevant services and organisalions • Participate in community cohesion activities to promote tolerance, understanding and co-operation and to tackle discrimination and prejudice
- Conduct outreach activity to engage with new and existing users in order to promote the services of the organisation and to build good relations

- Deliver personal development workshops designed to increase the ser- confidence of participants
- Organise and deliver cultural events designed to bring diverse communities together and to promote equality and diversity, retigious and racial harmony

Powers

5 The organisation has power to do anything which is calculated to further its purposes or is conducive or incidental to doing so.

6 Na part of the income or property of the organisation may be paid or transferred (directly or indirectly) to the members - either in the course of the organisation's existence or on dissolution - except where this is done in direct furtherance of the organisation•s charitable purposes.

Liability of members

7 The members af the organisation have no liability to pay any sums to hesp to meet the debts (or other liabilities) of the organisation if it is wound up: accordingly, if the organjsatian is unable to meet its debts, the members will not be held responsible,

8 The members and charity trustees have certain legal duties under the Charities and Trustee Investment (Scotland) Act 2005; and clause 7 does nol exclude {or limit) any persona! liabilities they might incur if they are in breach of those duties or in breach of other legaE obligations or duties that apply to them personally, General structure

9 The structure of the organisatlon consists of;-

9.1 the MEMBERS • who have the right to attend members' meetings (including any annual general rneeting) and have important powers under the constitution; in parlicular. the members appoint people to serve on the board and take decisions on changes to the constitution itself;

9.2 the BOARD • who hold regular meetings, and generally control the activities of the organisation; for example, the board is responsible for monitoring and controlling the financial position of the arganisation.

10 The people serving on the hoard are referred to in this constitution as CHARITY TRUSTEES.

MEMBERS

Qualifications for membership

11 Our membership shall be open to:-

11.1 Women aged sixteen years and over residing in the Falkirk locat authority area who wish to fudher the purpose and objectives of the Organisatiom

11.2 The Organisation shall have no less than 20 members as per the criteria described in clause 11.1.

12 Employees of the organisation are not eligible for membershipApplication for membership

13 Any person who wishes to become a member must sign a written application for membership; the application will then be considered by the board at its next board meeting.

14 The board may, at its discretion, refuse to admit any person to membership.

15 The board must notify each applicant promptly (in writing or by e-mail) of its decision on Whether or not to admit him/her to membershipMembership subscription

16 Membership subscription will be payable at the annual general meeting-

Register of members

17 Tho board must Keep a register of members, setting out

17-1 for each r;urrent member;

17.1.1 his/her full name and address; and

17.1 ,2the date on which he/she was registered as a member of the organisation;

17.2 for each former member - for at least six years from the date on he/she ceased to be a member:

17.21 his/her name; and

17 ,2,2the date on which he/she ceased to be a member.

18 The board must ensure that the register of members is updated within 28 days of any change:

18-1 which arises from a resolution of the board or a resolution passed by the members of the organisation; or

18-2 which is notified to the organisatiom

19 If a member or charity trustee of the organisation requests a copy of the register of members, the board must ensure that a copy is supplied him/her within 28 days, providing the reque5t is reasonable: if the request is made by a member (rather than a charity trustee), the board may provide a copy which has the addresses blanked out.

Withdrawal from membership

20 Any person who wants to withdraw from men%ership must give a written notice of withdrawal to the organisation, signed by him/her; he/she will cease to be a member as from the time when the notice is received by the organisation,

Transfer of membership

21 Membership of the organisation may not be transferred by a member.

Re-registration of members

22 The board may, at any time, issue notices to the members requiring them to confirm that they wish to remain as members of the organisation, and allowing them a period of 28 days (running from tho date of issue of the notice) to provide that confirmation to the board,

23 If a member fails to provide confirmation to the board (in writing or by e-mail) that he/she wishes to remain as a member of the organisation before the expiry of the 28-day period referred to in clause 22, the board may expel him/her from membership,

24 A notice under clause 22 will not be valid unless it refers specifically to the consequences (under clause 23) of failing to provide confirmation within the 28-day period.

Expulsion from membership

25 Any person may be expelled from membership by way of a resolution passed by not less than two thirds of those present and voting at a members' meeting, providing the following procedures have been observed:-

25-1 at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion;

25-2 the member concerned will be entitled to be heard on {he resolution at the members* meeting at which the resolution is proposed.

Termination

26 Membership of the organisation will terminate on death,

DECISION-MAKING BY THE MEMBERS

Members' meetings

27 The board must arrange a meeting of members (an annual general meeting or *AGM") in each calendar year-

28 The gap between one AGM and the next must not be longer then 15 rmnthS.

29 Notwithstanding clause 27, an ACM does not need to be held during the calendar year in which the organisation is formed; but tie first ACM must stiJl be held wjthin 15 months of the date on which the organisatjon is formed.

30 The business of each AGM must include:-

30.1 a report by the chair on the activities of the organisatiotv,

30.2 consideration ot the annual accounts of the organisation;

30.3 the election;re-election of charity trustees, as referred to in clauses 59 to 62.

31 The board may arrange e special members' meeting at any time.

Power to request the board fo arrange a special members' meeting

32 The board must arrange a special members' meeting if they are requested to do so by a notice (which may take the forni of two or more documents in the same terms, each signed by one or more members) Oy members who amount to 5% or more of the total membership of the organisation at the time, providing;

32M the notice states the purposes for which the meeting is to be held; and

32.2 those purposes are not inconsistent with the terms of this constitution, the Charities and Trustee (Investment) Scotland Act 2005 or any other statutory provision,

33 If the board receive a notice under clause 32, the date for the meeijng which they arrange in accordance with the notice must not be later than 28 days from the date on which they received the notice.

Notice of members' meetings

34 At least 14 cleat days' notice must be given of any ACM or any special members' meeting-

35 The notice calling a members' meeting must specify in general terms what business is to be dean with at the meeting; and

35.1 in the case of a resolution to alter the constitution, must set out the exact terms of the proposed alteration(s): or

35.2 in the case of gny other resolution falling within clause 45 (requirement for two-thirds rr@ority) must set out the exact terms of the resolution,

36 The reference to •clear days" in clause 34 shall be taken to mean that. in calculating the period of notice,

36.1 the day after the notices are posted (or sent by e-mail) should be excluded: and

36.2 the day of the meeting itself should also be excluded.

37 Notice of every members' meeting must be given to all the members Of the organisation. and to all the cttarity trustees; but the accidental omission to give notice to one or rnore members will not invalidate the proceedings at tha meeting.

38 Any notice which requires to be given to a member undet this constitution must be: -

3B, I sent by post to the member. at the address last notified by him/her to the organisation; or

38.2 sent by e-mail to the member, at the e-mail address last notified by him/her to the organisation,

Procedure at members' meetings

39 No valid decisions can be taken at any members' meeting unless a quorum is present.

40 The quorum for a members' meeting is two thirds of members, present in person.

41 If a quorum is not present within 1 5 minutes after the time at which a members' meeting was due to start - or if a quorum ceases to be present during a members' meeting - the cannot proceed; and fresh notices of

meeting will require to be sent out, to deal with the bugness (or remaining business) which was intended to be conducted.

42 The chair of the organisation should act as chairperson ot each members' meetmg-

43 If the chair of the organisatjan is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the charity trustees present al the meeting must elect (from among themse(ves) the person who will act as chairperson ot that meeting.

Voting at members' meetings

44 Every member has one vote, which must be given personally.

45 Ail decisions at memberS meetings wili be made by majority vote with the exception of the types of resolution listed in clause 46.

46 The following resolutions will be valid only if passed by not less than two thirds of those voting on the resOluüon at a members' meeting (or if passed by way of a written resolution undar clause 50):

46.1 a resolution amending the constitution;

46.2 a resolution expelling a person from membership under clause 25;

46.3 a reso'ution directing the board to take any particular step (Or directing the board not to take any particular step);

46,4 a resolution approvjng the amalgamation of the organisation with another SCIO (or approving the coostjtution of the new SCIO to be constituted as the successor pursuant to that amalgamation);

46.5 a resolution to the effect that ail of the organisation's property, rights and liabilities should be transferred to another SCIO (or agreeing to the transfer from ar.other SCIO of al! of its proper(y, rights and habilities);

46.6 a resolution for the winding up or dissolution of the organisation,

47 If there is an equal number af votes tor and against any resoÄJtjon, the chairperson of the meeting will be entitled to a second (casting) vote.

48 A resolution put to the vote at a members' meeting will be decided on a show of hands - unless the chairperson (or at (east two other members present at the meeting) ask for a secret ballot.

49 The chairperson will decide how any secret ballot is to be conducted. and he/she will oecJare the result of the ballot at the meeting.

Written resolutions by members

50 A resolution agreed to in wdting (or by e-mail) by all the members will be as valid as if it had been passed at a members' meeung; the date of the resolution will be taken to be the date on which the last member agreed to it

Minutes

51 The board most ensure that proper rnnutes are kept in relation to all members' meetings.

52 Minutes of members' meetings must include the names of those present; and (so far as possible) Shoutd be signed by the chairperson of the meeting.

53 {The board shall mako available copies of the minutes referred to in cfause 51 to any member of the public requesting them; but on the basis that the board rnay exclude confidenbal matenaj to the extant permitted under clause 99.1

BOARD

Number of charity trustees

54 The maximum nutnber ot charity trustees is eleven (11 b; out of that;

54.1 no more than eight (8} shad be charity trustees were elected/appdnted under clauses 59 and 60 (or deemed to have been appointed under clause 5B): and

54.2 no rnore than three (3) shall be charity trustees who were coopted under the provisions of clauses 63 and 64 .55 The minimum number of Charity trustees is three (3).

Eligibility

56 A person shall not be eligible for election/appointment to the board under clauses 58 to 61 unless he'ghe is a member of the organisation; a person appointed to the board under clause 63 need not, however. be a member of the organisetion,

57 A person wili not be eligible for election or appointrnent to the board if heishe is: -

57.1 disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005; or

572 an employee Ot the organisaUon.

Initial charity trustees

58 The individuals who signed the charity trustee declaration forms which accompanied the application for incorporation of the organisation shall be deemed ta have been appointed by the members as charity trustees with effect from the date of incorporation of the organisation.

Election, retiral, re-election

59 At each AGM, the members may elect any member (unless he/she is debarred from membership under clause 57) to be a charity trustee.

60 The board may at any time appoint any member (unless he/she is debarred from membership under clause 57) to be a charity trustee.

61 At each ACM, all of the charity trustees elected/appointed under clauses 59 and 60 (and, in the case of the first ACM, those deemed to have been appointed under clause 58) shall retire from office — but shall then be eligible for re-election under clause 59,

62 A charity trustee retiring at an AGM will be deemed to have been reelected unless: -

62.1 he/she advises the board prior to the conclusion of the AGM that he/she does not wish to be re-appointed as a charity trustee; or

62.2 an election process was held at the AGM and he/she was not among those cloctcd/re-clcctcd through that process; or

62.3 a resolution for the re-election Of that charity trustee was put to the AGM and was not carried.

Appointment/re-appointment of co-opted charity trustees

63 In addition to their powers under clause 60, the board may at any timo appoint any non-member of the organisation to be a charity trustee (subject to clause 54, and providing he/sha is not debarred from membershlp under clause 57} on the basis that he/she has specialist experience and/or skills which could be of pssistance to the board,

64 At each AGM, all of the charity trustees appointed under clause 63 shall retire from office — but shall then be eligible for re-appointment under that clause.

Termination of office

65 A charity trustee will automatically cease to hold office if: -

65.1 he/she becomes disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005;

65.2 he/she becomes incapable for medical reasons of carrying out hismer duties as a charity trustee - but only if that has continued (or is expected to continue) for a period of more than six months:

65.3 (in the case of a charity trustee electedfappointed under clauses 58 to 62) he/she ceases to be a member of the organisation;

65.4 he/she becomes an employee of the organisation;

65.5 he/she gives the organisation a notice of resignation. signed by him/her;

65.6 he/she is absent (without good reason, in the opinion of the board) from more than three consecutive meetings of the board - but only if the board resolves to remove him/her from office;

65.7 he/she is removed from office by resolution of the board on the grounds that he/she is considered to have committed a material breach of the code of conduct for charity trustees (as referred to in clause 82);

65,8 he/she is removed from office by resolution of the board on the grounds that he/she is considered to have been in serious or persistent breach of histhar duties under section 6E(I) or (2) of the Charities and Trustee Investment (Scotland) Act 2005; or

65,9 he/she is removed from office by a resolution of the members passed at a members' meeting.

66 A resolution under paragraph 65-7, 65.8 or 65.9 shall be valid only it: -

66.1 the charity trustee who is the sublect of the resolution is given reasonable prior written notice of the grounds upon which the resolution for his/her removal is to be proposed;

66,2 the charity trustee concerned is given the opportunity to address the meeting at which the resolution is proposed, prior to the resolution being put to the vote; and

66.3 (in the case of a resolution under paragraph 65.7 or 65.8) at least two thirds (to the nearest round number) of the charity trustees then in office vote in favour of the resolution,

Register of charity trustees

67 The board must keep a register of charity trustees, setting out

67.1 for each current charity trustee:

67. i . 1 his/her full name and address;

67.1.2 the date on which he/she was appointed as a charity frustee; and

67.1.3 any office held by him/her in the organisation;

67.2 for each former charity trustee - for at least G years from the date on which he/she ceased to be a charity trustee:

67.2.1 the name of the charity trustee;

67.22 any office held by him/her in the organisation; and

67.23 the date on which he/she ceased to be a charity trustee,

68 The board must ensure that the register of charity trustees is updated within 2B days of any change:

68.1 which arises from a resolution of the board or a resolution passed by the members of the organisation; or

68.2 which is notified to the organisation,

69 If any person requests a copy or the register of charity trustees, the board must ensure that a copy is supplied to hirn/her within 2B days, providing the request is reasonable; if the request is made by a person who is not a charity trustee of the organisation, the board may provide a copy which has the addresses blanked out - if the SCIO is satisfied that including that information is likely to jeopardise the safety or security of any person or premises.

Office-bearers

70 The charity trustees must elect (from among themsetves) a chair. a treasurer and a secretary-

71 In addition to the office-bearers required under clause "O, the charity trustees may elect (from among themselves) further office-bearers if they consider that appropriate.

72 All of the office-bearers will cease to hold office at the conclusion of each AGM, but may then be re-elected under clause 70 or 71.

73 A person elected to any office will automatically cease to hold that office; -

73.1 if he/she ceases to be a charity trustee; or

73.2 if he/she gives to the organisation a notice of resignation from that office, signed by himther.

Powers of board

74 Except where this constitution states otherwise, the organisation (and its assets and operations) will be managed by the board; and the board may exercise all the powers of the organisation.

75 A meeting of the board at which a quorum is present may exercise ail powers exercisable by the board.

76 The members may, by way or a resolution passed in compliance with clause 46 (requirement for two-thirds majority). direct the board to take any particular step or direct the board not tc take any particular step; and the board shall give effect to any such direction accordingly.

Charity trustees • general duties

77 Each of the charity trustees has a duty. in exercising functions as a charity trustee, to act in the interests of the organisation; and, in particular, must.'-

77.1 seek, in good faith, to ensure that the organisation acts in a manner which is in accordance with its purposes;

77,2 act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;

77.3 in circumstances giving rise to the possibility of a conflict of interest between the organisation and any other party.

77.3. I put the interests of the organisation before that of the other party;

77.3.2 where any other duty prevents him/her from doing so. disclose the conflicting interest to the organisation and refrain from participating in any deliberation or decision of the other charity trustees with regard to the matter in question;

77.4 ensure that the organisation complies with any direction, requirement. notice or duty imposed under or by virtue of the Charities and Trustee Investment (Scotland) Act 2005,

78 In addition to the duties outlined in clause 77, all of the charity trustees must take such steps as are reasonably practicable for the purpose of ensuring: _

78-1 that any breach of any of those duties by a charity trustee is corrected by the charity trustee concerned and not repeated; and

78-2 that any trustee who has been in serious and persistent breach of those duties is removed as a trustee.

79 Provided he/she has declared his/her interest - and has not voted on the question of whether or not the organisation should enter into the arrangement - a charity trustee will not be debarred from entering into an arrangement with the organisation in which he/she has a personal interest; and (subject to clause 80 and to the provisions relating to remuneration for services contained in the Charities and Trustee Investment (Scotland) Act 2005), he/she may retain any personal benefit which arises from that arrangement.

80 No charity trustee may serve as an employee (full time or part time) of the orgamsation: and no charity trustee may be given any remuneration by the organisation for carrying out his/her duties as a charity trustee,

81 The charity trustees may be paid all travelling and other expenses reasonably incurred by them in connection with carrying out their duties; this may include expenses relating to their attendance al meetings.

Code of conduct for charity trustees

82 Each of the charity trustees shall comply with the code of conduct (incorporating detailed rules an conflict of interest) prescribed by the board from time to time.

83 The code of conduct referred to in clause 82 shall be supplemental to the provisions relating to the conduct Of charity trustees contained in this constitution and the duties irnposed on charity trustees under the Charities and Trustee Investment (Scotland) Act 2005; and all retevant provisions of this constitution shall bo interpreted and applied in accordance with the provisions of the code of conduct in force from time to time

DECISION-MAKING BY THE CHARITY TRUSTEES

Notice of board meetings

84 Any charity trustee may call a meeting of the board or ask the secretary to call a meeting of the board.

85 At least 7 days' notice must be given of each board meeting, unless (in the opinion of the person calling the meeting) there is a degree of urgency which makes that inappropriate.

Procedure at board meetings

B6 No valid decisions can be taken at a board meeting unless a quorum is present; the quorum for board meetings is two thirds charity trustees, present in persom

87 If at any time the number of charity trustees in office falls below the number stated as the quorum in clause 86, the remaining charity trustee(s) will have power to fill the vacancies or call a members' meeting - but will not be able to take any other valid decisions,

88 The chair of the organisation should act as chairperson of each board meeting.

89 If the chair is not present within 15 mlnutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the charity trustees present at the meeting must elect (from among themselves) the person who will act as chairperson of that meeting. 90 Every charity trustee has one vote. which must be given personally.

91 All decisions at board meetings will be made by majority vote,

92 If there is an equal number of votes for and against any resolution, the chairperson of the meeting wiil be entitled to a second (casting) vote,

93 The board may, at its discretion, allow any person to attend and speak at a board meeting notwithstanding that he/she is not a charity trustee - but on the basis that he/she must not participate in decision-making.

94 A charity trustee must not vote at a board meeting (cr at a meeting of a sub-committee) on any resolution which relates to a matter in which he/she has a personal interest or duty which confl'cts (or may conflict) with the interests of the organisation; he/she must withdraw from the meeting while an item of that nature is being dealt with.

95 For the purposes Of clause 94: •

95.1 an interest held by an individual who is [e]connocted" with the charity trustee under section 68(2) of the Charities and Trustee Investment (Scotland) Act 2005 (husband/wife, panner, child, parent. brotherisister etc} shall be deemed to be held by that charity trustee;

95.2 a charity trustee will be deemed to have a personal interest in rekition to a particular matter if a body in relation to which he/she is an employee, director, member of the management committee, officer or elected representative has an interest in that matter.

Minutes

96 The board must ensure that proper minutes are kept in relation to ail board meetings and meetings of sub-committees-

97 The minutes to be kept under clause 96 must incaude the names of those present; and (so far as peggible) should be signed by the chairperson of the meeting.

98 [The board shall (subject to clause 99) make available copies of the minutes referred to in clause 96 to any member of the public requesting them.l

99 [The board may exclude from any copy minutes made available to a member of the public under clause 98 any material which the board considers ought properly to be kept confidential - on the grounds that allowing access to such material could cause significant prejudice to the interests of the organisation or on the basis that the material contains reference to employee or other matters which it would be inappropriate to divulge,]

ADMINISTRATION

Delegation to sub-committees

100 The board may delegate any of their powers to sub-committees: a sub-committee must include at least one charity trustee, but other members of a sub-committee need not be charity trustees,

101 The board may also delegate to the chair of the organisation (or the holder of any other post) such of their powers as they may consider appropriate.

102 When delegating powers under clause 100 or 101, the board must set out appropriate conditions (which must include an obligation to report regularly to the board),

103 Any delegation of powers under clause 100 or 101 may be revoked or altered by the board at any time,

104 The rules of procedure for each sub-committee, and the provisions relating to membership of each sub-committee, shall be set by the board,

Operation of accounts

105 Subject to clause 106, the signatures of two out of three signatories appointed by the board will be required in relation to all operations (other than the lodging of funds) on the bank and building society accounts held by the organisation; at least one out of the two signatures must be the signature of a charity trustee.

106 Where the organisation uses electronic facilities tor the operation of any bank or building society account, the authorisations required for operations on that account must be consistent with the approach reflected in clause 105.

Accounting records and annual accounts

107 The board must ensure that proper accounting records are kept, in accordance with all applicable statutory requirements.

108 The board must prepare annual accounts. complying with all retevant statutory requirements; if an audit is required under any statutory provisions (or if the board consider that an audit would be appropriate fot some other reason), the board should ensure that an audit or the accounts is carried out by a qualified auditor.

MISCELLANEOUS

Winding-up

109 If the organisation is to be wound up or dissolved, the winding-up or dissolution process will be carried out in accordance with the procedures set out under the Charities and Trustee Investment (Scotland) Act 2005.

110 Any surplus assets available to the orggnisation immediately preceding its winding up or dissolution must be used for purposes which are the same as - or which closely resemble - the purposes of the organisation as set out in this constitution,

Alterations to the constitution

111 This constitution rnay (subject to clause 112) be altered by resolution of the members passed at a members' meeting (subject to achieving the two thirds majority referred to in clause 46) or by way of a written resolution of the members.

112 The Charities and Trustee Investment (Scotland) Act 2005 prohibits taking certain steps (eg change of name, an alteration to the purposes. amalgamation, winding-up) without the consent of the Office of the Scottish Charity Regulator (OSCR).

Interpretation

113 References in this constitution to the Charities and Trustee Investment (Scotland) Act 2005 should be taken to include,' •

113.1 any statutory provision which adds to, modifies or replaces that Act', and

113.2 any statutory instrument issued in pursuance of that Act or in pursuance of any statutory provision falling under paragraph 113.1 above.

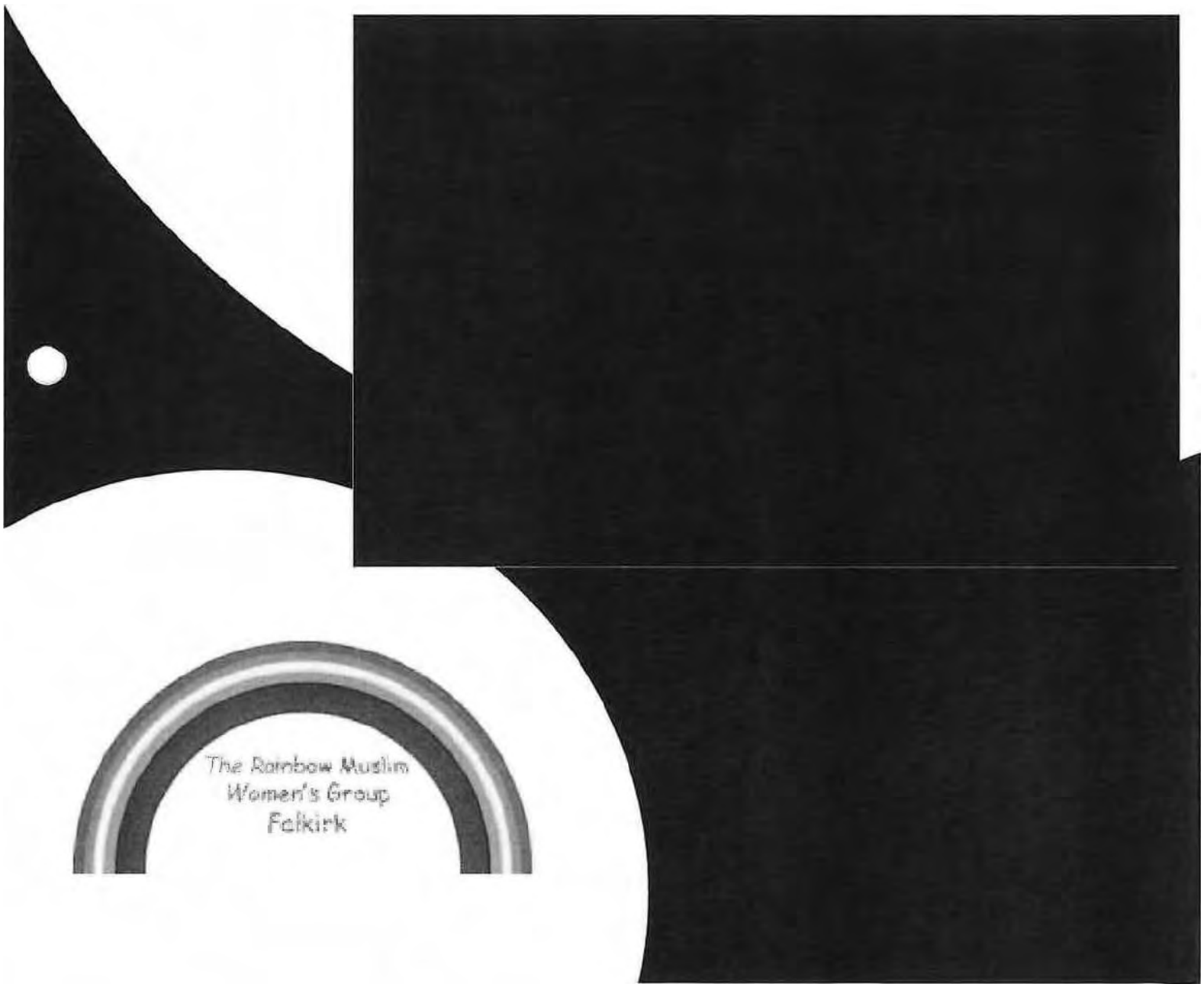
114 In this constitutiom -

114.1 "charity" means a body which is either a 'Scottish charity" within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005 or a "charity" within the meaning of section 1 of the Charities Act 2011 providing (in either case) that its objects are limited to charitable purposes;

114„2 "charitable purpose" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.

Annual Report

March 2025



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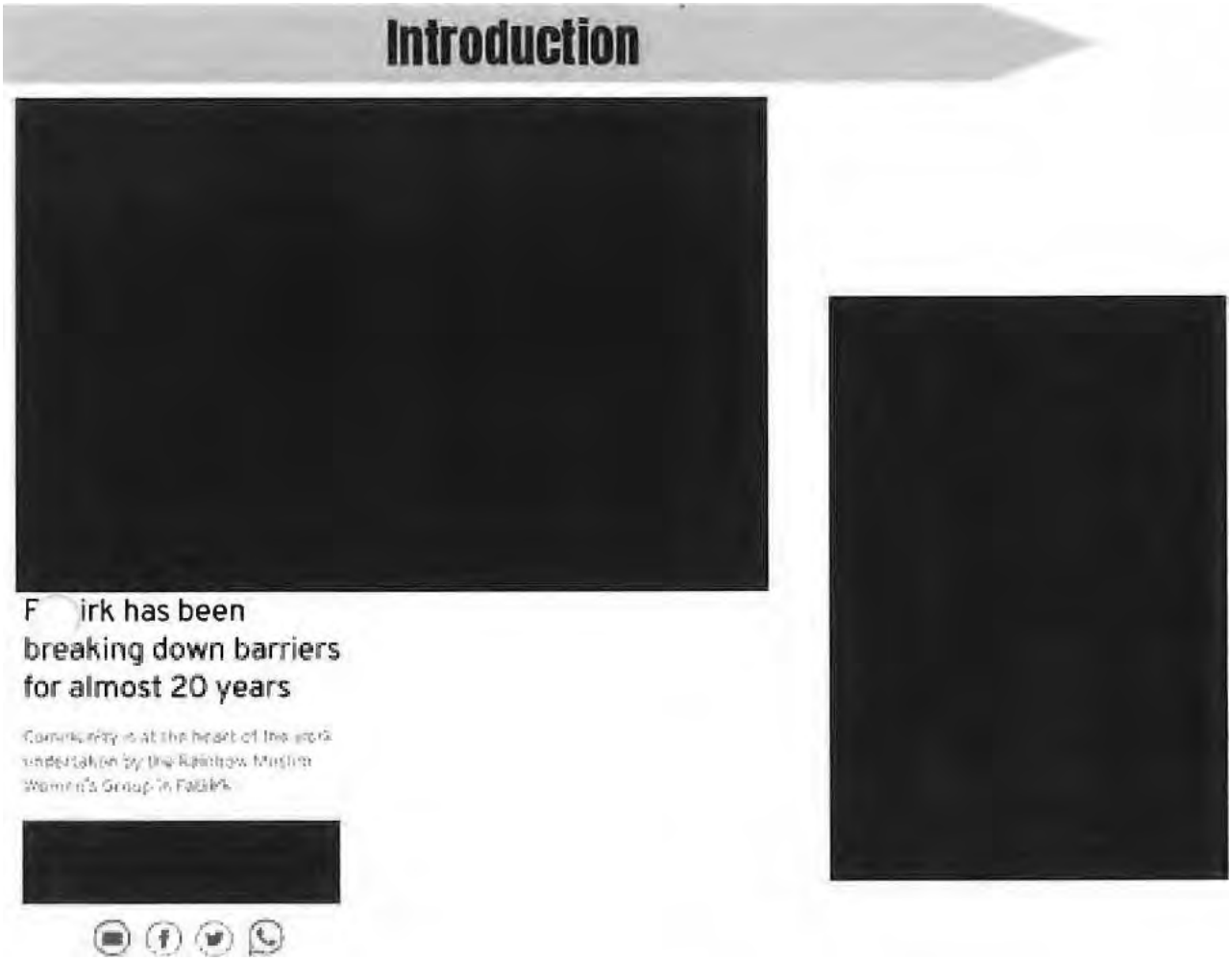
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Introduction

F irk has been
breaking down barriers
for almost 20 years

In 1999, more than 20 years ago, a group of ethnic minority women joined hands to create an organisation to help other women, who were isolated due to language, confidence issues. and cultural barriers, hence the Rainbow Group was formed.

We believe in evolving according to the needs of the community. Initially our aim was to create informal educational opportunities which are accessible to women from minority ethnic groups,

Over time with rising racism within the community and Islamophobia, our vision and aims have extended to promoting multiculturalism and reducing racism.

During COVID-19 lockdown, our group worked 7 days a week to supply essential food packages and prescription pick-up for the local community, including refugees, senior citizens, law-income famillies .and others who were in need.

Message from our Chairperson

As we reflect on the year from March 2024 to March 2025, I am proud to share that the Rainbow Muslim Women's Group has continued to thrive, delivering a wide range of programs that enhance the health, well-being, and resilience of our community in Falkirk and beyond.

This year. we supported women through workshops on entrepreneurship. international women's day celebrations, and regular yoga and mindfulness sessions, fostering empowerment and personal development. Children and families engaged in creative and educational activities, from art, crafts. and gardening projects during British Science Week to hands-on experiences at Dynamic Earth, Almond Valley Heritage Centre, and local parks. Holiday food and activity programs brought joy, learning, and connection to children while promoting healthy eating and life skills.

Our dedication to solidarity and giving back remanned strong, we rued funds for Gaza through pre-Eid and Iftar charity events, installed a seventh water filtration plant in Pakistan, and continued to provide meals and support to vulnerable groups. In recognition of our work, Rainbow Muslim Women's Group received the "Outstanding Achievement in Health and Wellbeing" award, and I was deeply honoured with a Lifetime Achievement Award for service to the community.

These accomplishments would not have been possible without our 50-strong team of volunteers, generous funders, partner organizations, and the wider Falkirk community, Your support, commitment, and trust continue to inspire us and drive our mission forward. Together, we have strengthened connections, empowered individuals, and brought joy and support to those who need it most,

I extend my heartfelt thanks to everyone involved and look forward to another year Of learning, growth- and oositive impact.

Chairperson, an ,uSim omen's Group



Looking ahead, we are inspired by this ear's successes and excited to continu aking a positive impact in 2025. Thank you to everyone who contributed their time. effort, and heart to our mission.

I am proud of the progress we have achieved in delivering sustainable solu .s across healthcare, education, and community development- Yet, there is still much to be done to secure a brighter and better future for the generations to come. As we enter our third decade as a thriving and sustainable organisation, we are excited to continue this journey alongside our people, our families, and the communities we serve.

our story

OUR MISSION

The mission of the Rainbow Muslim Women's Group is to empower and support women and their communities by promoting physical and mental wellbeing fostering social inclusion, and advocating for humanitarian causes.

i ..re is an outline of our major events and activities during the last year;

- Socialising,eating together sharing each others lives and challenges, seeking peer support, planning their voluntary community activities within and out With the group.
- Promoting active health and well being through participating in cycling. walking and exercise classes such as yoga and Zumba.
- Volunteering, cooking, and growing sessions to promote a healthy lifestyle at Jupiter Urban Wildlife Centre.
- Healthy cooking. arts and craft sessions were arranged for the youth group.
- Organising outdoor trips to local and nearby parks, cities such as visiting the Helix Park, and a trip of Ayr Beach. These outdoor trips are much needed because they give the women an experience of fun, wellbeing and connecting to their local environment.
- Managed to raise money for the people Of Gaza.
- Organising recreational activities for family welfare with family fundays.
- Promoting multicultural celebration Of Pakistani Independence Dayst Andrew's Day.

OUR PURPOSE

The oragnisgtion*s purposes ere:
The advancement of education.

The organisation of recreational activities with the object of improving the conditions of life for the persons for whom the activities gre intended.

The organisgtion and delivery of cultural events designed to bring diverse communities together end to promote equality and diversity,religious and racial harmony.

The relief of those in need,

The organisation and delivery of activities which encourage promote good Physical/mental health camp:well being,

The provision of training opportunities to increase the skills and knowledge of participants and to improve their life changes and employability.

Offering opportunties to volunteer With the organisation .

The provision of social and recreational activities designed to tackle social isolation and loneliness. The participation in community cohestion activities to promote toler ance.

Understanding and co-operation and to tackle discrimination and prejudice.

- Conducting outreach activity to engage With new and existing user in order to
- Promote the services of the organisation and to build good relations,
- The delivery of personal development workshops designed to increase the
- Self-confidence of participants

organisatians.



DETAILS

ACM held with election of new committee members Group achievements. pannerships. and future plans reviewed, Chaåperson received Lifetime Achievement Award; group received Outstanding Achievement in Health & Wellbeing Award.

A year-round programme t1Mded by

our major Projects

this year,we had amazing calllaborations with



Falkirk Council. Included Easter & Summer holiday activities such as crafts, cooking. creative arts, picnics, museum visits, train rides, outdoor play, and healthy meals for cNltren and families.

Supported children[q]s wellbeing through tun, learning and social connection.
Provided tree meals and sate activities (hiting school holidays. Strengthene family bonds and reduced social isolation.



An ongoing environmental and outdoorlearning project in partnership with
TCV. funded by the Ethnic Minority Development Fund and National
Lottery, Activities included gardening.

Improved mental and physical wellbeing through nature-based activities.
Developed practical skills such as gardening and woodwork. Increased social connection and environmental awareness among women and Tamilies,



outdoor cooking, woodwork, and nature sessions at Jupiter Urban Wildlife Centre,

Improved mental and physical health ot women and families, Increased community participation, confidence, and long-term wellbeing habits.



Regular yoga, mindfulness. gymnastics sessions for children, and wellbeing workshops funded through Community Empowerrnent Grant and National Lottery support.

Builds skills. confidence, leadership, and recognition tor women



Recreational trip for senior women funded by Age Scotland

Aspiring Mums entrepreneurship workshop, lirst-aid, toad hygiene, personal development trainings, and leadership/volunteer awards at CVS Falkirk

OUTCOMES

Improved governance and strong organisational structure. Strengthened partnerships and community trust. Volunteers and leadership recognised, increasing motivation and visibility of the group.



Pre-Eid fundraiser (E487.66 for Gaza), Charity Iftaar dinner (E3000 for Gaza),

and installation of the 7th water filtration plant in Pakistan.



British Science Week gardening project, Dynamic Earth Marine Life workshops, and crafting/arts sessions for children

Improves wellbeirtg, social interaction, and intergenerational inclusion

Supported vuherable communities internationally. Increased community engagement in charitable work and strengthened the organisaton's humanitarian impact.

Enhances children's learning, creattvity, and engagement 'Nth science and arts



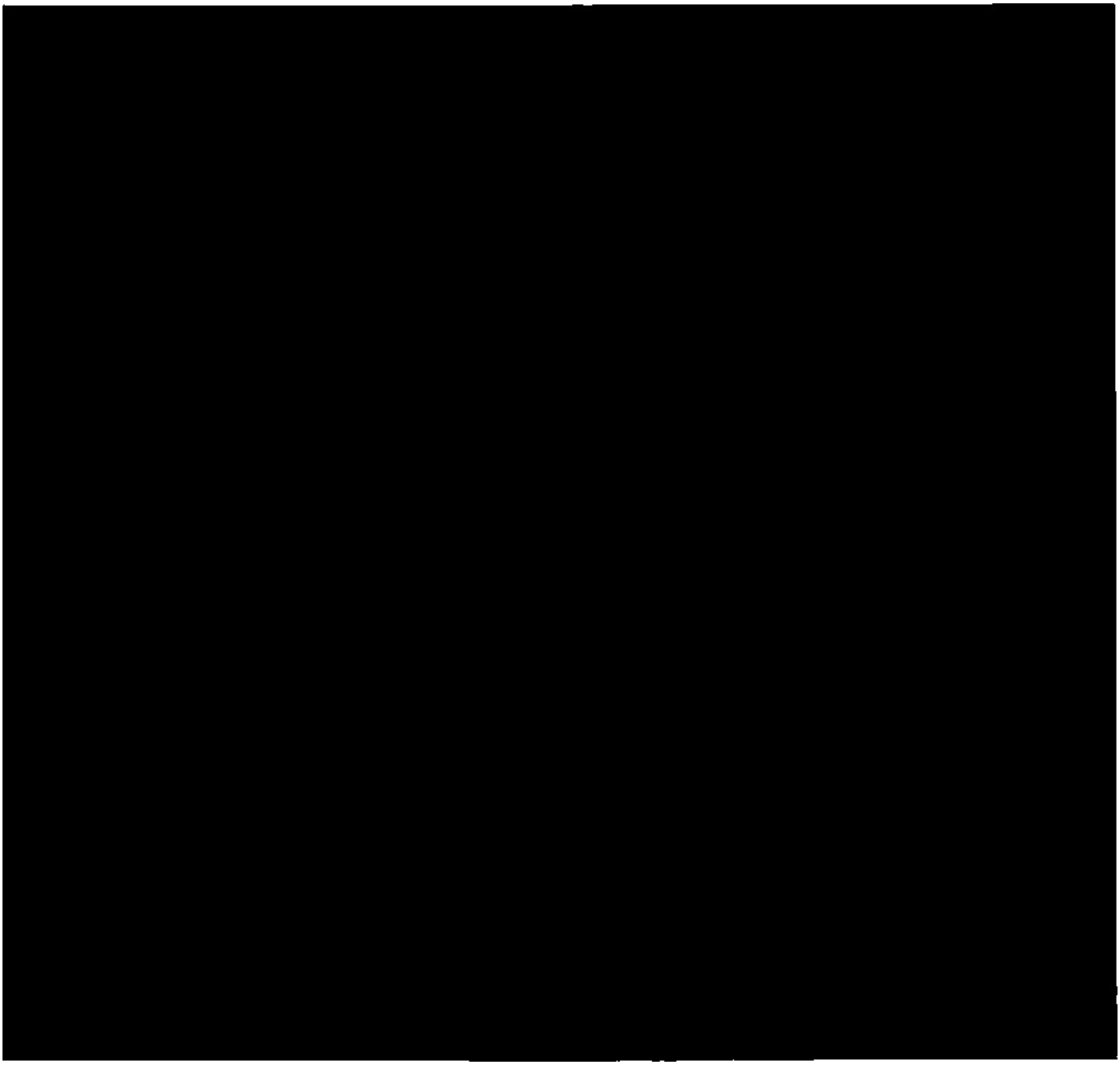


This year was a proud milestone tor the Rainb w Muslim Women's Group and the Falkirk community, Our [redacted] Chairperson,, who has served the Falkirk and community honoured with the Lifetime Achievement Award for her unwavering or years, was Forth Valley dedication.

The ceremony at Grange Manor Hotel highlighted her decades of service, including fundraising for international alsaster relief and providing hot meals to Ukrainian refugees.

[redacted] is the heart of the Rainbow Muslim Women's Group, and under her gul ance, over 50 volunteers deliver programmes that support mental, physical, and social wellbeing. Popular initiatives include cooking and yoga sessions, food hygiene and first aid training, personal development, and women's empowerment workshops,

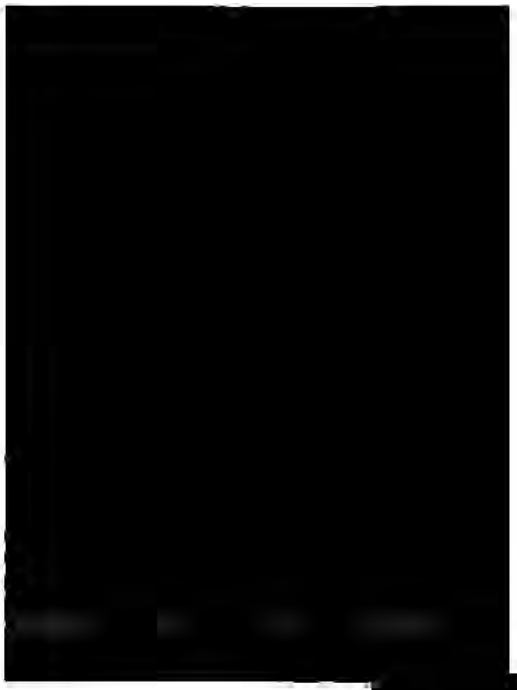
Adding to the celebrations, the qroup also received the Outstanding Achievement in Health and Wellbeing Award, recoanising our ongoing commitment to community health. We extend heart}eit thanks to our funders, partners. and volunteers, and tocvs recogniblng Falkirk, and the judging panel

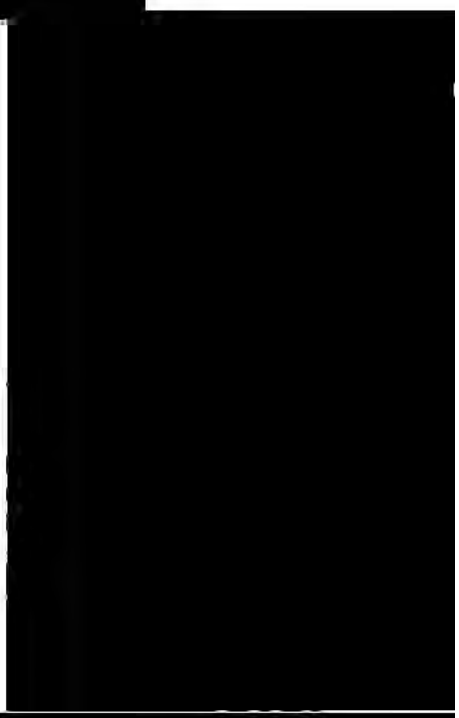


During our AGM this year, new committee members were selected. We looked back at our last two years' progress, achievements and experiences and pledged to move forward to create [redacted] a bigger positive impact in the ion among many others who community. We were extremely honoured to have esteemed oue.sts

including from CVS ciation The brave hehave been a part of our journey through the years.

Some of the senior members of the Rainbow Group participated in the **Tape Letters Scotland initiative** - a unique oral-history project that documents the tradition within the **Scottish Pakistani community** of □ending recorded voice messages on cassette tapes between the 1960s and 1980s. As part of this project, our members shared their personal stories and experiences. We also attended the exhibition launch at the **Museum of Edinburgh,** where these powerful intergenerational narratives were showcased.



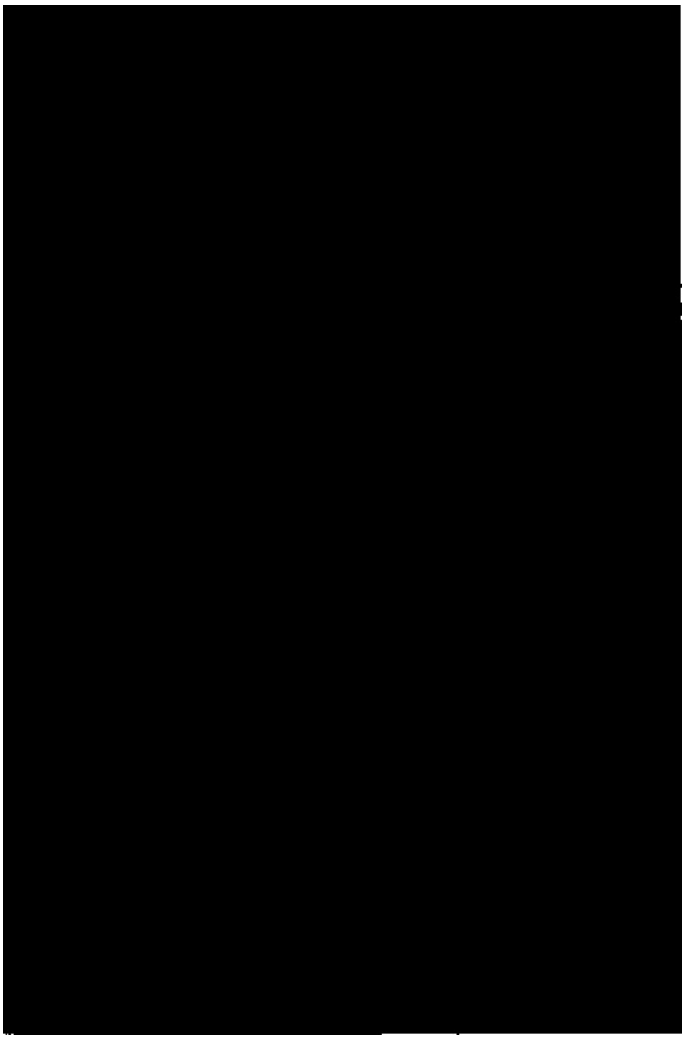




Holiday Trip - Bo'ness Museum of Scottish Railways & Bo'ness and Kinneil Steam Railway

During the holidays, children and families had the opportunity to explore history and enjoy a fun-filled day at the Bo ness Museum of Scottish Railways and Bo'ness and Kinneil Steam Railway, thanks to the support of Falkirk Council. Participants were thrilled to board a historical steam train, experiencing firsthand the sights and sounds of a bygone era. The museum visit was equally captivating, with children particularly fascinated by the Royal Mail train, where they had the chance to sort letters, Including those bound for imaginative destinations like Hogwarts and Sodor. The trip combined learning with enjoyment, offering a hands-on understanding of railway history while sparking curiosity and excitement. The day concluded with a delightful picnic In the nearby Picnic area, allowing families to relax, socialise, and reflect on the memorable experiences of the day, This outing provided a perfect balance of education, recreation, and community bonding.

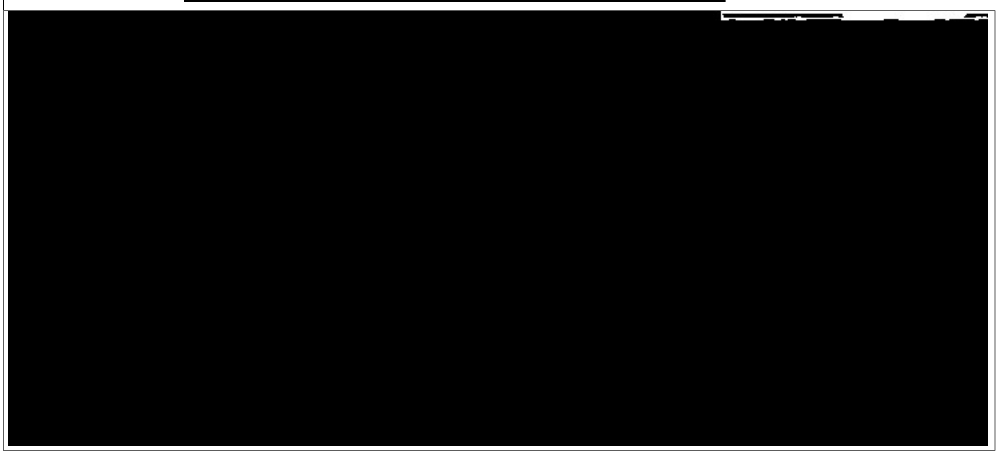




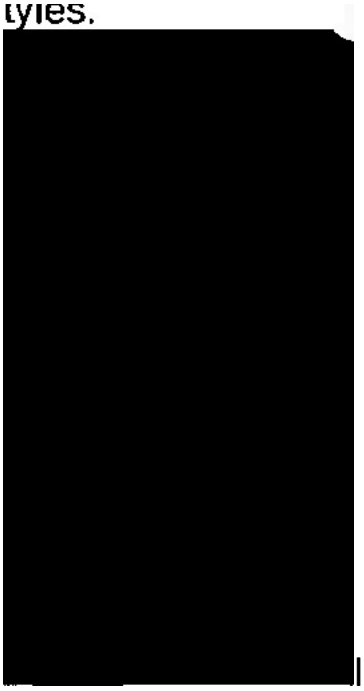
Outdoor Walk and Play Session - Helix Park,

Falkirk As part of our Easter holidays food and activities programme, children and families enjoyed a fun-filled outdoor walk and play session at Helix Park, Falkirk, supported by Falkirk Council. Participants explored the walking tracks, climbed and played on the park's climbing frames, and engaged in energetic outdoor games such as football. The sunny weather added to the enjoyment, creating a perfect day for physical activity, social interaction, and fun in nature. The session also included a delightful picnic, with a menu of chicken pulao, vegetable and yogurt raita, fresh fruits like oranges and bananas, and cakes. Sharing the meal together enhanced the sense of community and brought joy to both children and their families. This activity marked the successful conclusion of our food and Easter holiday activities providing memorable experiences, promoting wellbeing, encouraging active, healthy lifes





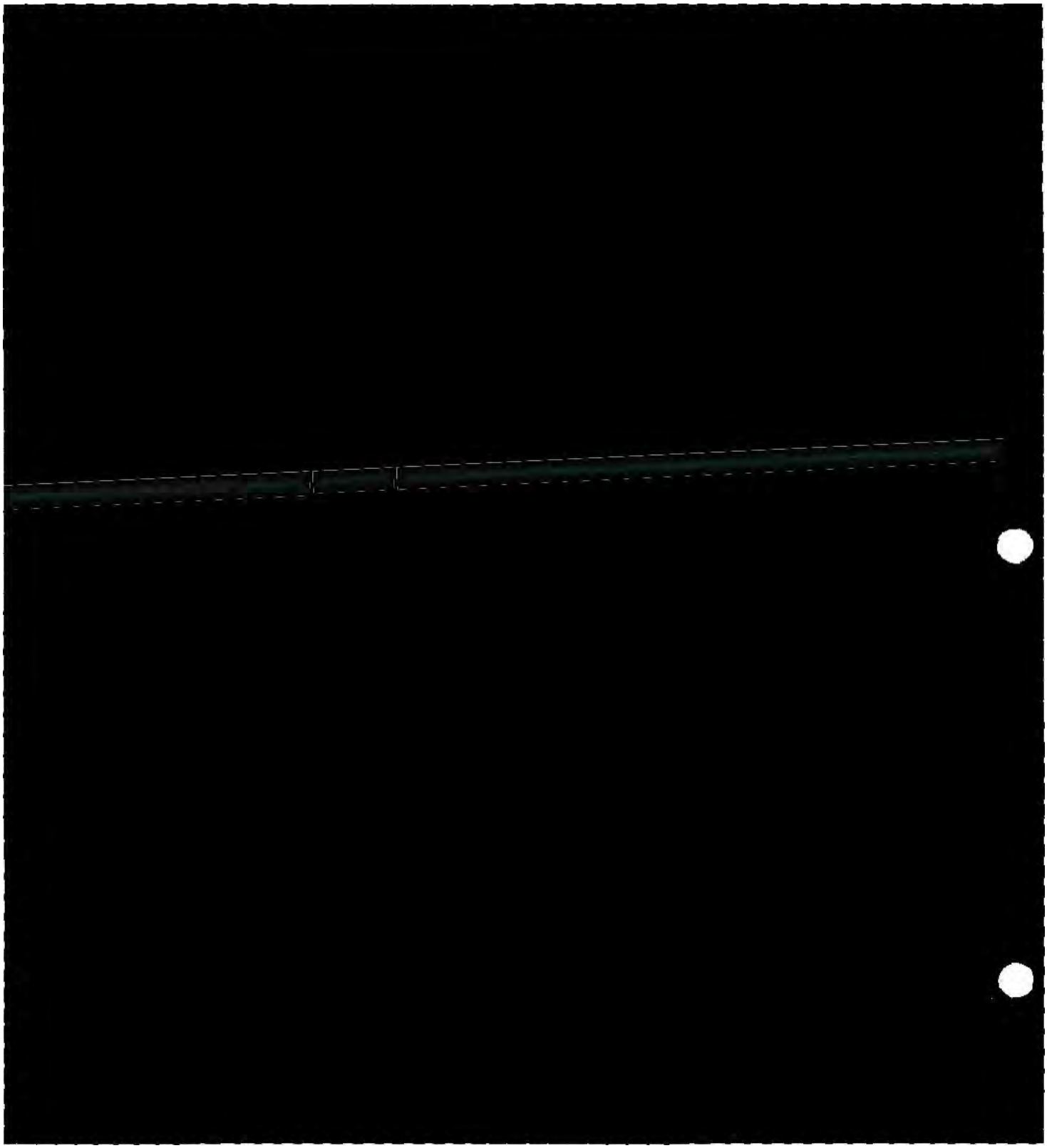
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Creative Money Box Painting Session - Holiday Activities

As part of our holioay activities, children participated in a fun and creative session where they painted their own ceramic money boxes using colourful paints. Each child received a complete set, including a ceramic box, paint set, and brushes, allowing them to express their imagination and artistic skins freely. In addition to the painting activity, some of our volunteers added to the festive atmosphere by creating intricate henna patterns on the hands of both children and adults, enhancing the sense of celebration and cultural learning. After the creative session, all participants came together to enjoy a delicious meal, featuring a variety of dishes including ch;ckpea salad, doner kebab, French fries, pizza, fresh fruits, drinks, and juices. This session not only nurtured creativity and fine motor skills but also fostered sodaJ interaction, cultural engagement, and a sense of community among the participants.

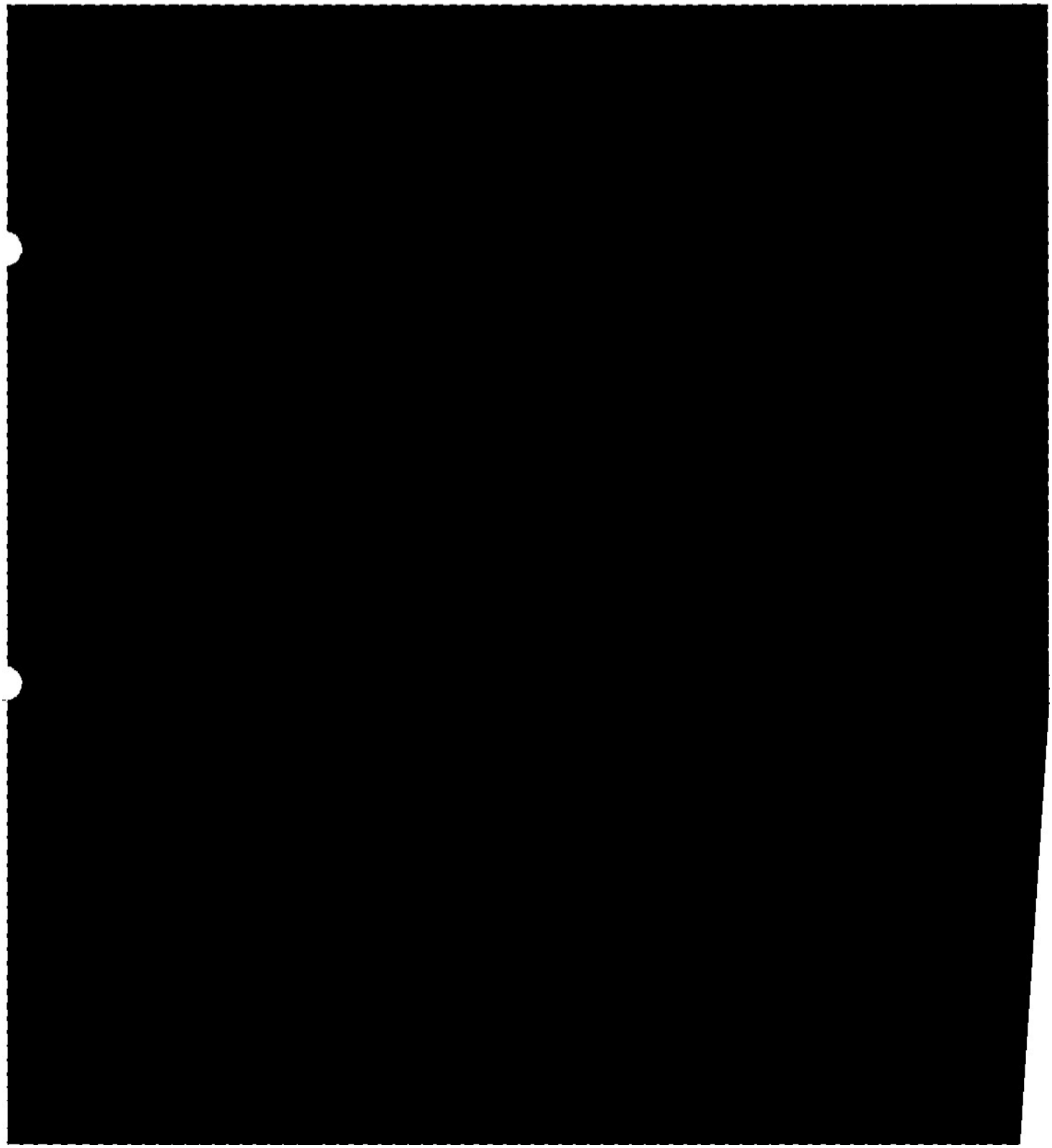


A picnic and sports event was organised at callendar Park. This event was free for women and children. Children enjoyed playing team sports and individual games as wen. It was a great opportunity for children to catch up and connect with their friends. One of the volunteers was afso making henna patterns on hands. There was face painting as well which was kindly organised by Falkirk new Scots group. At the end lunch was provided which included chicken pulao

rice, tuna sandwiches, egg mayo sandwiches, cookies and fresh fruits.

On one of the holydays, children created their own "City-scapes" using various paint and pencil mediums. This session was conducted by the lovely people of The creative centre. To get the most out of the day's lovely weather, we had a picnic at dollar park afterwards.

Everyone had samosas, spring rolls, fries, fresh salad and fruits which was followed by play in dollar park. Ail in al a day we'll spent with fabulous company and delicious food.

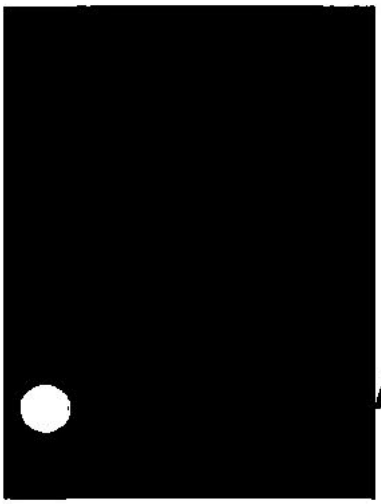
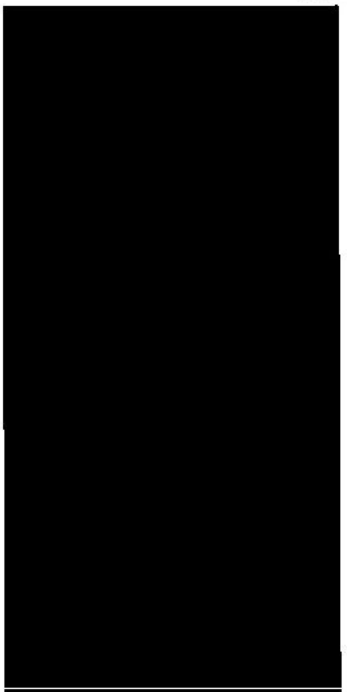


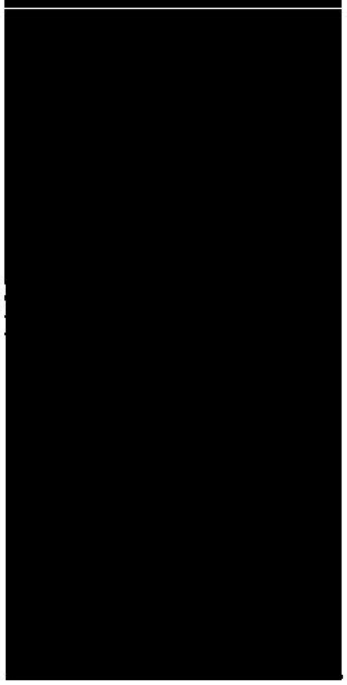
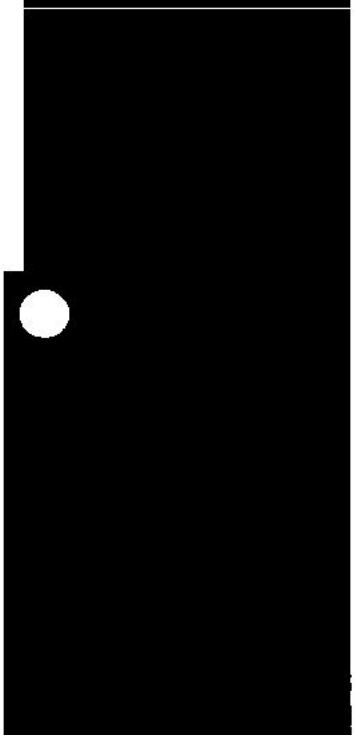
We collaborated with kite club of scotland and D2, the creative centre to organise kite festival. It was a two day family event and was open for all. On Day one, the attendees made their own kites at D2 centre and On day 2 a colourful kite flying outdoor activity was arranged. This event was a part of Refugee week Scotland celebrations and was kindly funded by Scottish refugee Council.

Scottish Refugee Council . Special thanks to the amazing for all her efforts in organising such a fun activity for the commun





Summer Holidays Art & Outdoor Activity Session - D2, The Creative Centre

During the summer holidays, children participated in a creative and engaging art session at D2, The Creative Centre, where they used acrylic paints to design and bring their own landscapes to life. The session encouraged artistic expression, imagination, and fine motor skills, while providing a supportive environment for children to explore their creativity. After the painting activity, participants enjoyed a delicious meal of grilled chicken, fries, pita bread, and fresh fruits, offering a well-rounded and enjoyable experience. The day concluded with outdoor play at Dollar Park, where children had the opportunity to socialise, be active, and enjoy games in the fresh air. This combination of creativity, nutrition, and outdoor activity provided a balanced, enriching, and memorable experience for all the children involved.

Outdoor Holiday Picnics

As part of our holiday activities, we organised a series of outdoor picnics that provided children and families with opportunities to relax, socialise, and enjoy nature together. Participants engaged in a variety of outdoor games, explored walking trails, and spent quality time connecting with friends and peers in a safe and welcoming environment. Nutritious and delicious meals were provided, adding to the enjoyment of the day. These picnics not only offered a fun and healthy way to spend the holidays but also fostered community bonding, physical activity, and a sense of well-being for all who attended.

We organised a **mums and kids cooking session.** Children made sandwiches, pizzas and smoothies with their mums. A couple of our lovely volunteers cooked chicken pulao, mint sauce and mixed salad. Children enjoyed spending time with their mums and friends to create healthy snacks while learning some life skills. Children were encouraged to drink sugar free healthy smoothies. Lunch was followed by outdoor play in the adjacent park.



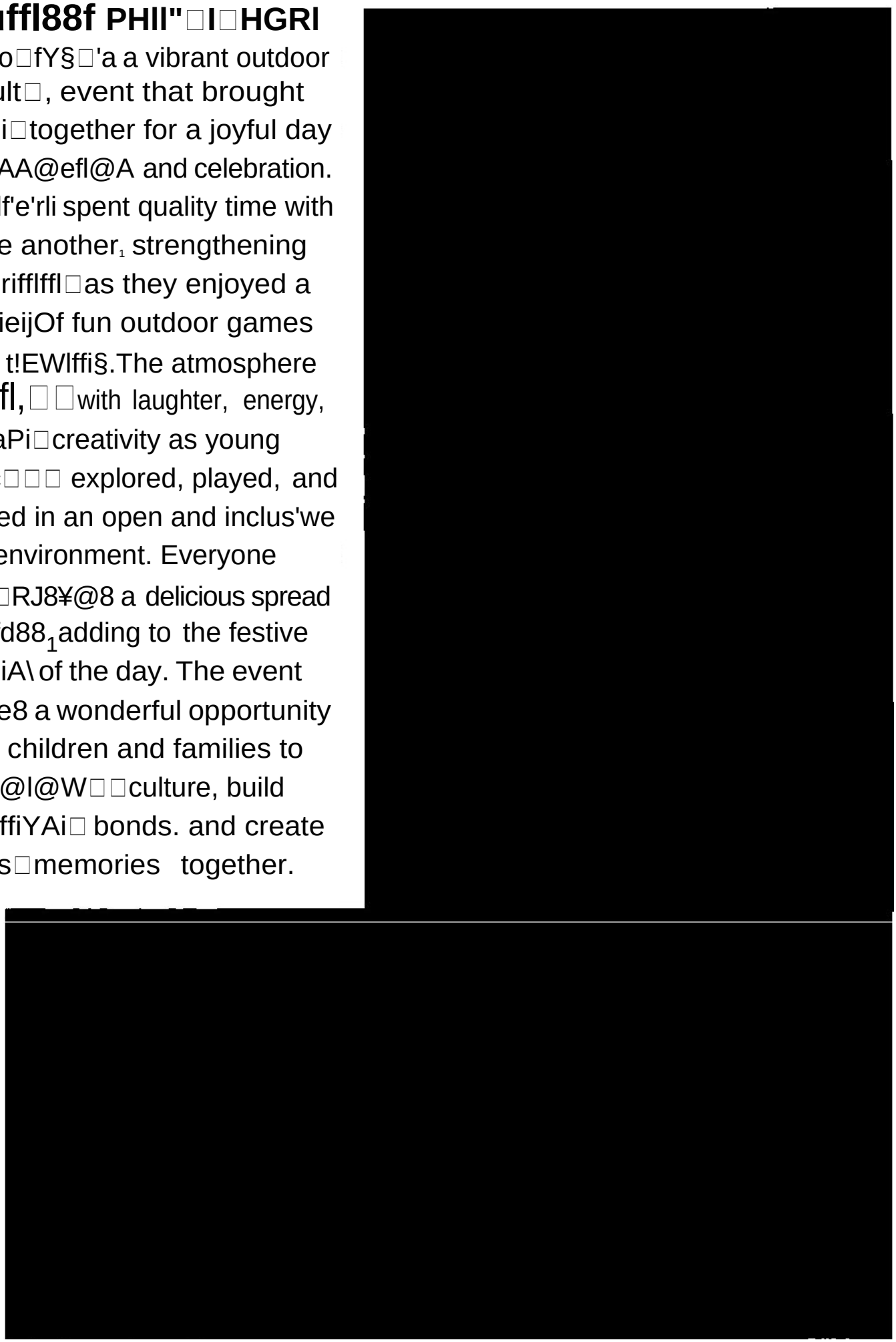
TRIP TO ALMOND VALLEY HERITAGE CENTRE:



The visit to almond valley was such a fun day. There was something for every age group. Children enjoyed looking at the animals and museums. They were really interested in the mill and little historical tid bits that were highlighted throughout the space. Lots of outdoor fun and play was followed by delicious picnic. We enjoyed pulao rice, burgers, sandwiches, drumsticks and ice cream at end of the day.. photos don't do justice to the laughter and joy but here are a few shots of the day...

Ouffl88f PHll"□I□HGRl

We o□fY§□'a a vibrant outdoor cult□, event that brought famili□together for a joyful day of coAA@efl@A and celebration. ChiIdf'e'rli spent quality time with one another, strengthening frierifflffl□as they enjoyed a varieijOf fun outdoor games and t!EWlffi§.The atmosphere was fl,□□with laughter, energy, aPi□creativity as young partfc□□□ explored, played, and learned in an open and inclus'we environment. Everyone also □RJ8¥@8 a delicious spread of fd88$_1$adding to the festive spiA\of the day. The event offere8 a wonderful opportunity for children and families to c@l@W□□culture, build comffiYAi□ bonds. and create las□memories together.



Canal Boat Trip

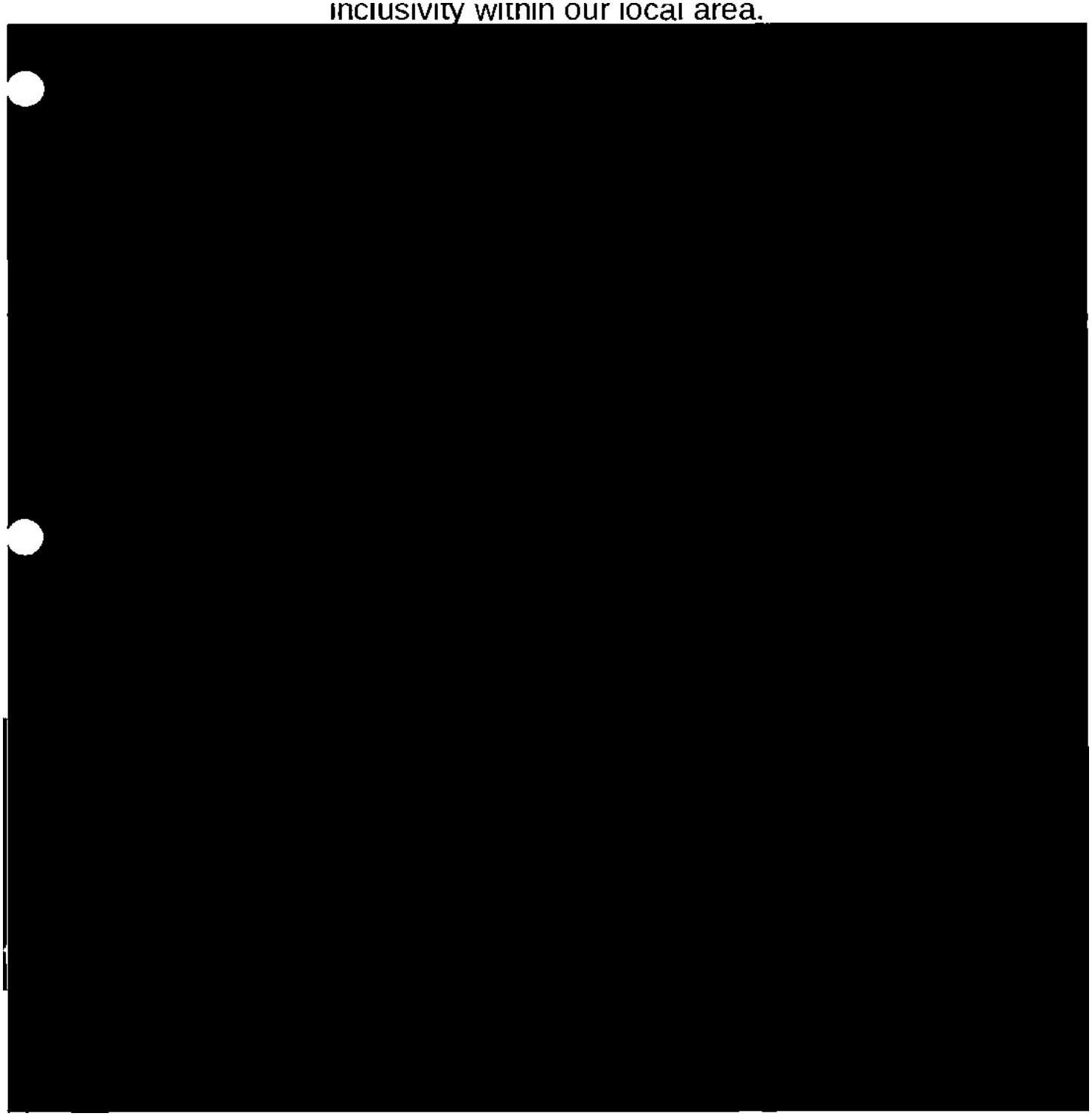
We would like to thank Seagull Trust Cruises - Falkirk for providing our group with a wonderful and relaxing canal boat experience. The trip offered a peaceful environment where women and families could enjoy nature, socialise, and unwind together. The friendly crew made the experience even more memorable through their warm hospitality and support. It was a refreshing and enjoyable outing that contributed greatly to the wellbeing of our members.



Cultural celebration with The Edinburgh Chinese Arts Association

As part of our ongoing commitment to celebrate cultural diversity and community engagement, the Rainbow Muslim Women's Group hosted a vibrant cultural event in collaboration with The Edinburgh Chinese Arts

Association. The event featured traditional folk performances, interactive activities, and opportunities for participants to learn about Chinese arts and culture. This initiative, supported by Falkirk Council's Community Empowerment Grant, provided a platform for cross-cultural exchange, strengthened community connections, and encouraged inclusivity within our local area.

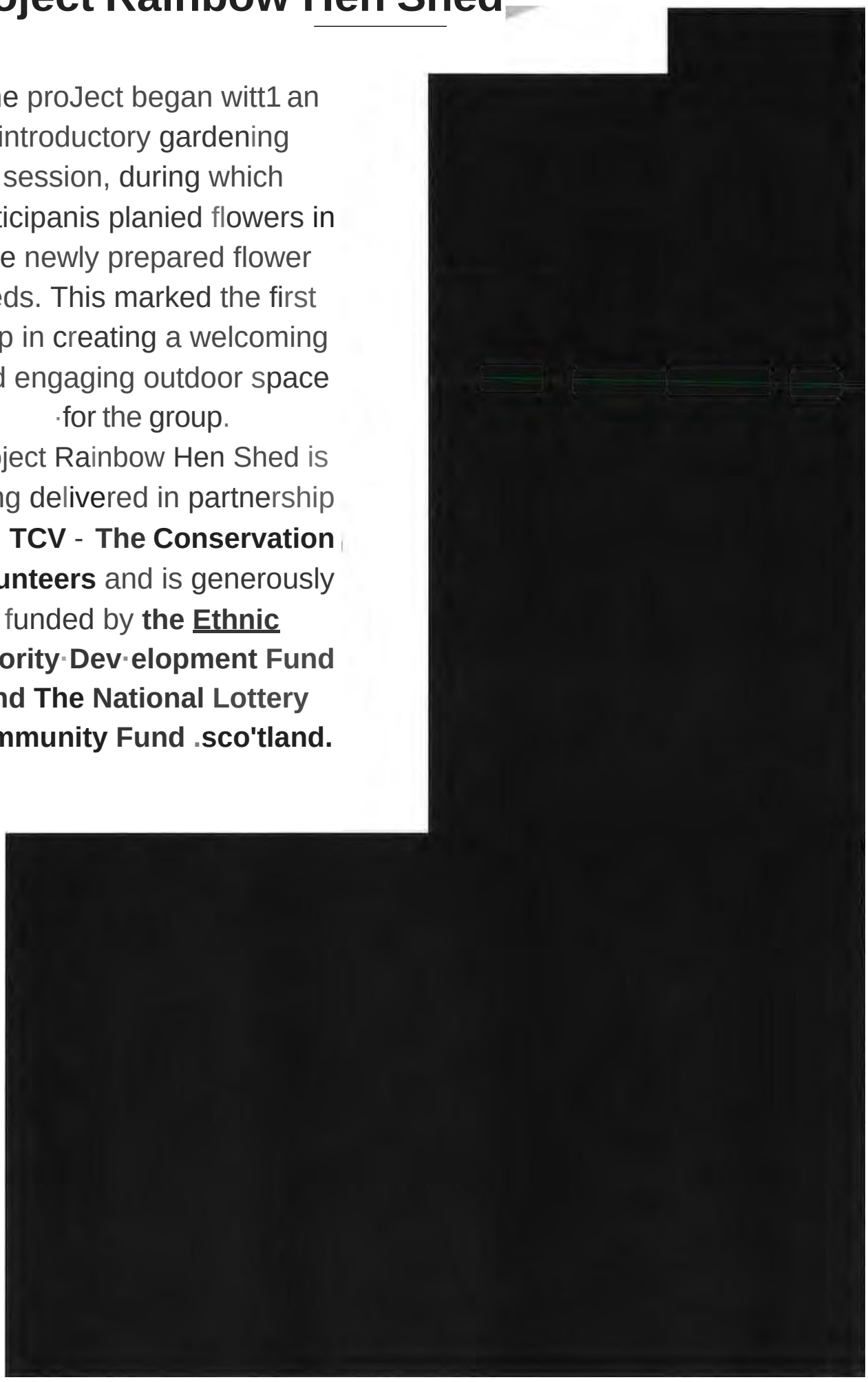


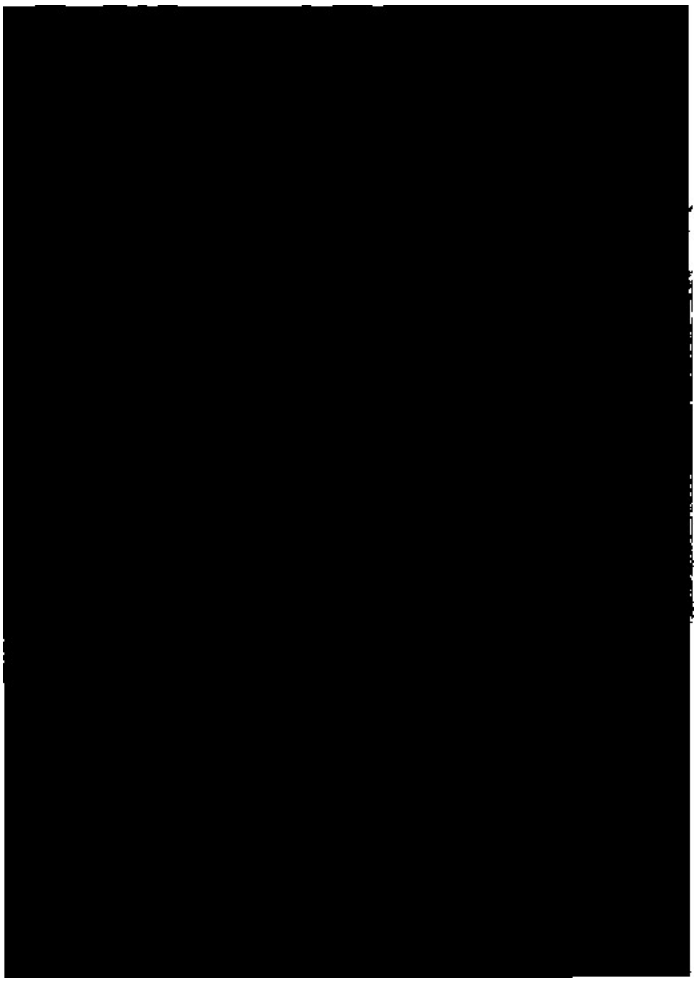
inclusivi within our local area.

Project Rainbow Hen Shed

The proJect began witt1 an introductory gardening session, during which participanis planied flowers in the newly prepared flower beds. This marked the first step in creating a welcoming and engaging outdoor space ·for the group.

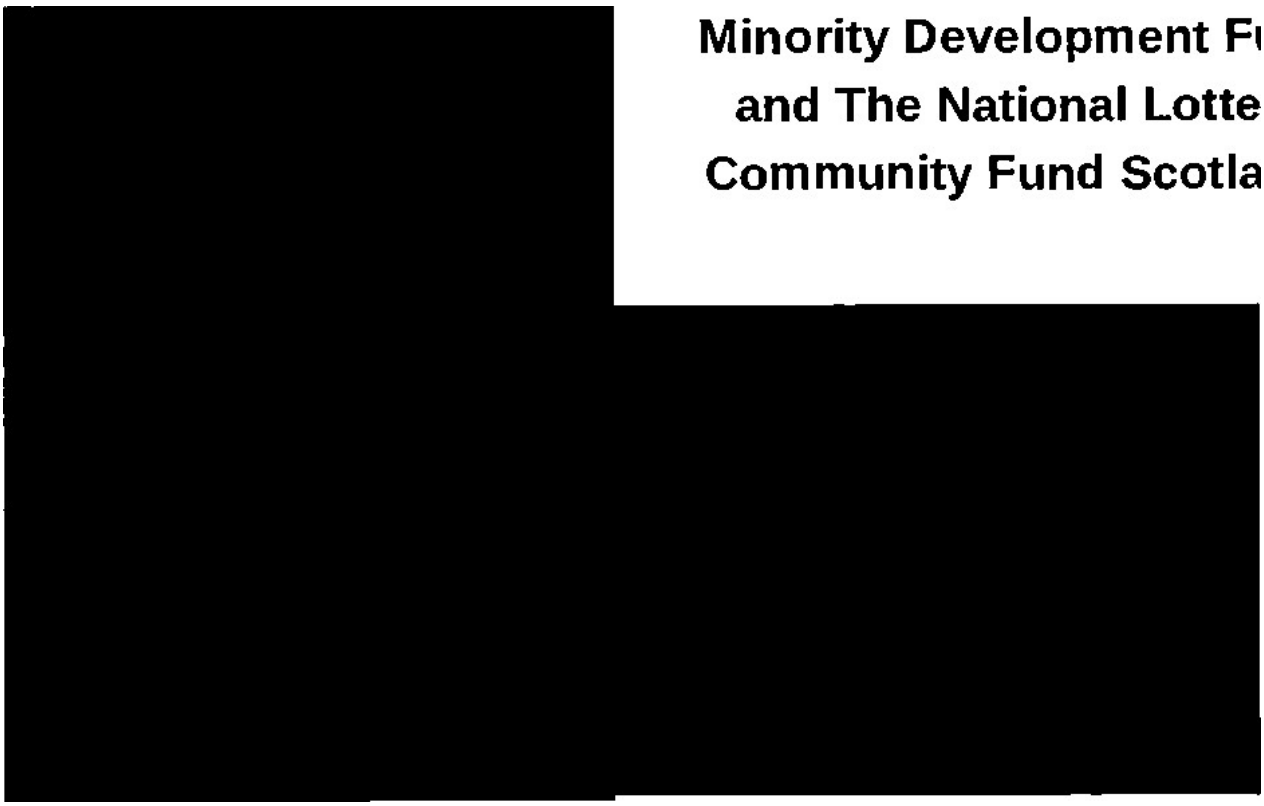
Project Rainbow Hen Shed is being delivered in partnership with **TCV - The Conservation Volunteers** and is generously funded by **the Ethnic Minority·Dev·elopment Fund and The National Lottery Community Fund .sco'tland.**





As part of the project activities, the group visited Jupiter Urban Wildlife Centre, where participants enjoyed a handson outdoor session that included cooking and gardening. The visit offered an opportunity to connect with nature, learn new skills, and strengthen community bonds.

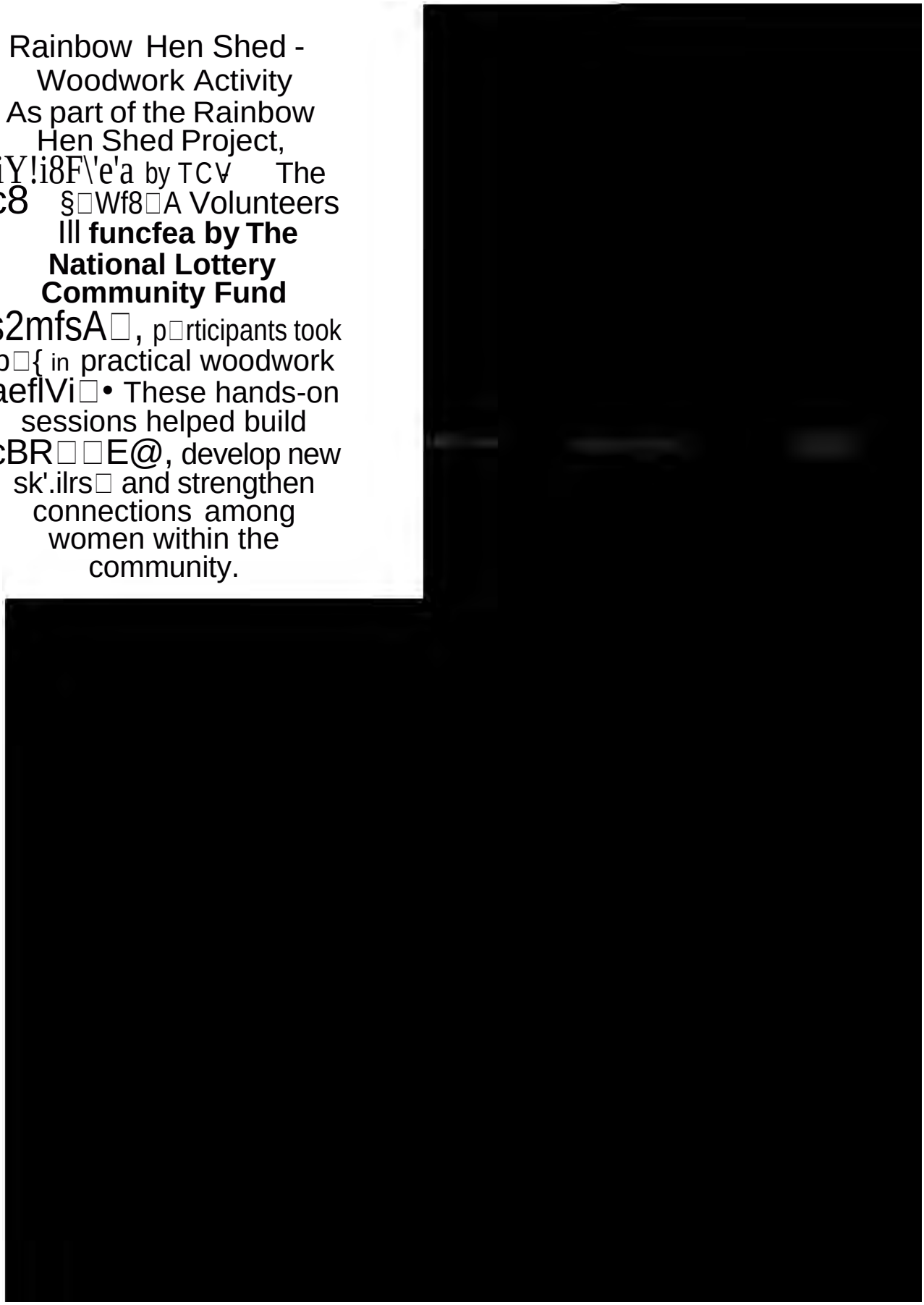
Project Hen Shed is being delivered in collaboration with T CV — The Conservation Volunteers, with funding



support from the Ethnic Minority Development Fund and The National Lottery Community Fund Scotland.

Rainbow Hen Shed - Woodwork Activity

As part of the Rainbow Hen Shed Project, iY!i8F\'e'a by TC¥ The c8 §□Wf8□A Volunteers Ill **funcfea by The National Lottery Community Fund** s2mfsA□, p□rticipants took p□{ in practical woodwork aeflVi□• These hands-on sessions helped build cBR□□E@, develop new sk'.ilrs□ and strengthen connections among women within the community.



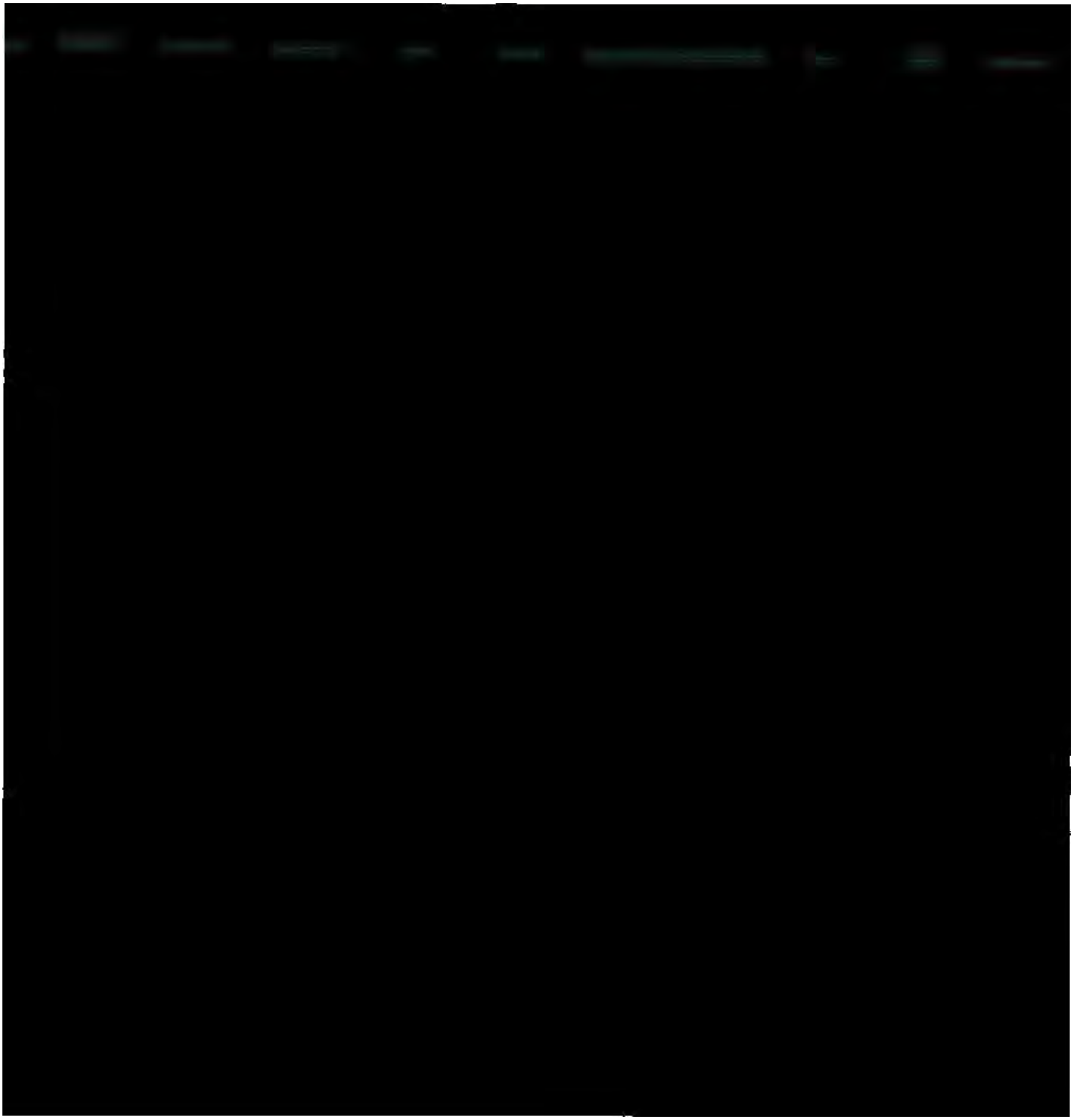


Herb-Collecting Session in the Woods - Rainbow Hen Shed

Another successful and enriching session took place as part of the Rainbow Hen Shed programme, where participants spent time in the woods learning about local herbs, their uses, and sustainable gathering practices. Guided by experienced facilitators, women explored the natural environment, identified various plants, and collected herbs that could be used for cooking, wellbeing, and traditional remedies. This hands-on activity not only deepened their connection to nature but also promoted outdoor learning, confidence, and environmental awareness. We are grateful to The National Lottery Community Fund and •rcv - The Conservation Volunteers for their invaluable support, which makes these educational and empowering sessions possible.

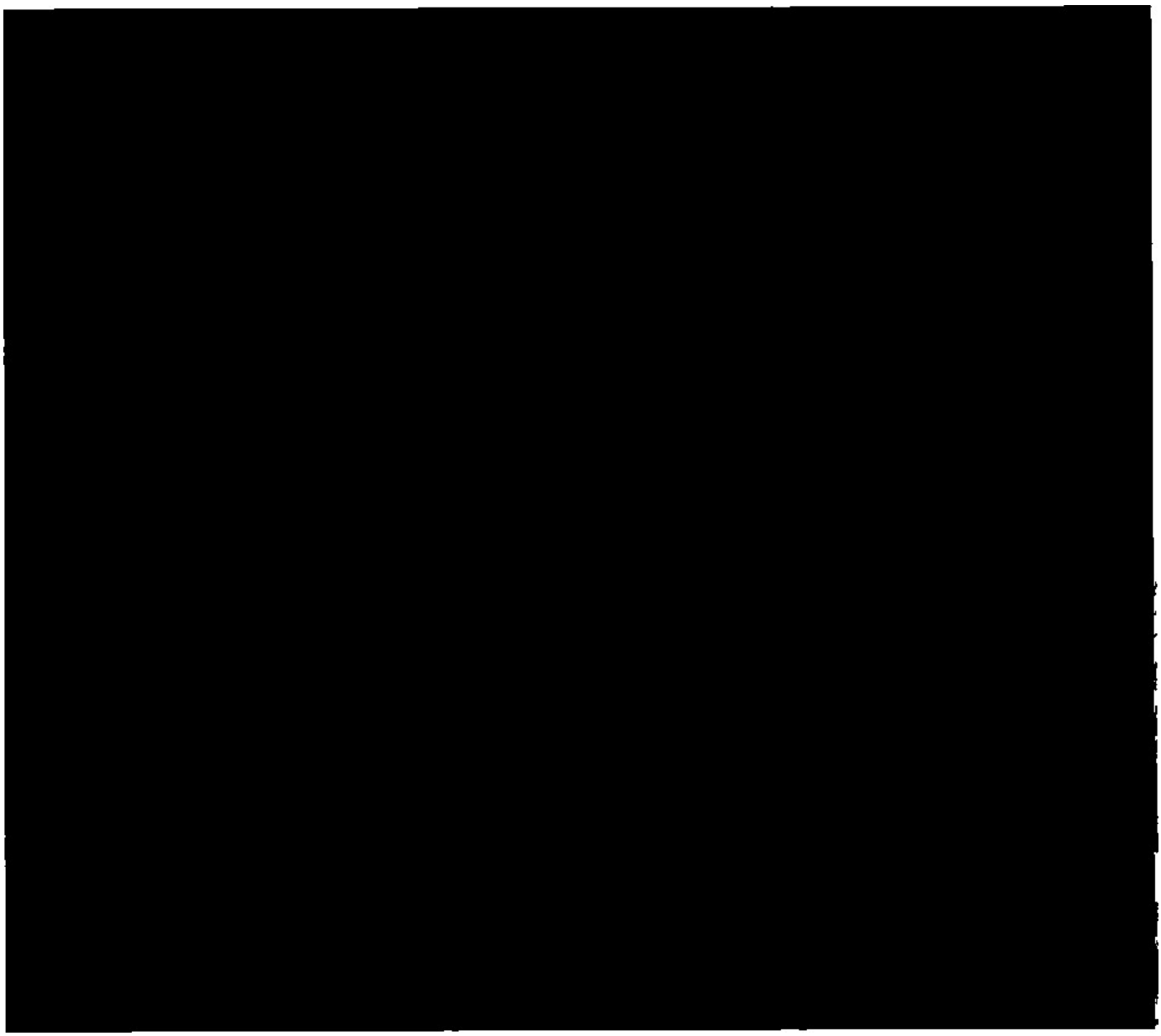
As part of our Hen Shed project, we delivered regular hands-on woodwork sessions that provided women with a creative, practical, and confidence-building learning experience. Participants learned basic woodworking skills, worked on small projects, and enjoyed the opportunity to connect, socialise, and

support one another In a relaxed environment. These sessions played a valuable role in promoting wellbeing, reducing isolation, and encouraging women to explore new hobbies. We extend our heartfelt thanks to The National Lottery
Community Fund Scotland and TCV - The Conservation Volunteers for their continued support in making these empowering activities possible.



As part of the Rainbow Hen Shed project, we also organised a combined woodwork and traditional bread-making session, offering women a unique blend of practical skills and cultural connection. Participants engaged in simple woodworking tasks while also learning to prepare and cook fresh bread on the tandoor, an activity that brought back warm memories for many and created a welcoming, communal atmosphere. The session encouraged teamwork, confidence, and

creativity, while also providing a meaningful space for women to relax and bond. We are deeply grateful to TCV - The Conservation Volunteers and The National Lottery Community Fund Scotland for supporting this initiative and helping us deliver such enriching and enjoyable experiences for our community.



Senior Citizens Support & Engagement Project



We are grateful to Age **Scotland** for funding a wonderful recreational trip for our senior members. The group enjoyed a visit to the **Kelvingrove Art Gallery and Museum** where they explored the exhibitions and spent valuable time together.

The trip concluded with a shared lunch at **Kebabish Restaurant.** providing a warm and social environment for everyone. we extend special thanks to the amazing learn at **Kelvingrove** for Kindly arranging a dedicated space for prayer, ensuring all participants felt comfortable and included.



Women Empowerment & Skills Development

International Women's Day Celebration

In celebration of International Women's Day the Rainbow Muslim Women's Group hosted a vibrant event embracing the theme: 'A woman is e full circle. Within her is the power to create, nurture, and transform" ...

Participants enjoyed delicious food, henna. relaxing f great company, creating a joyful and empowering experience. This event, supported by Corra Foundation, celebrated womten[f]s achievements and fostered community connection.



Aspiring Mums Women Entrepreneurship Workshop

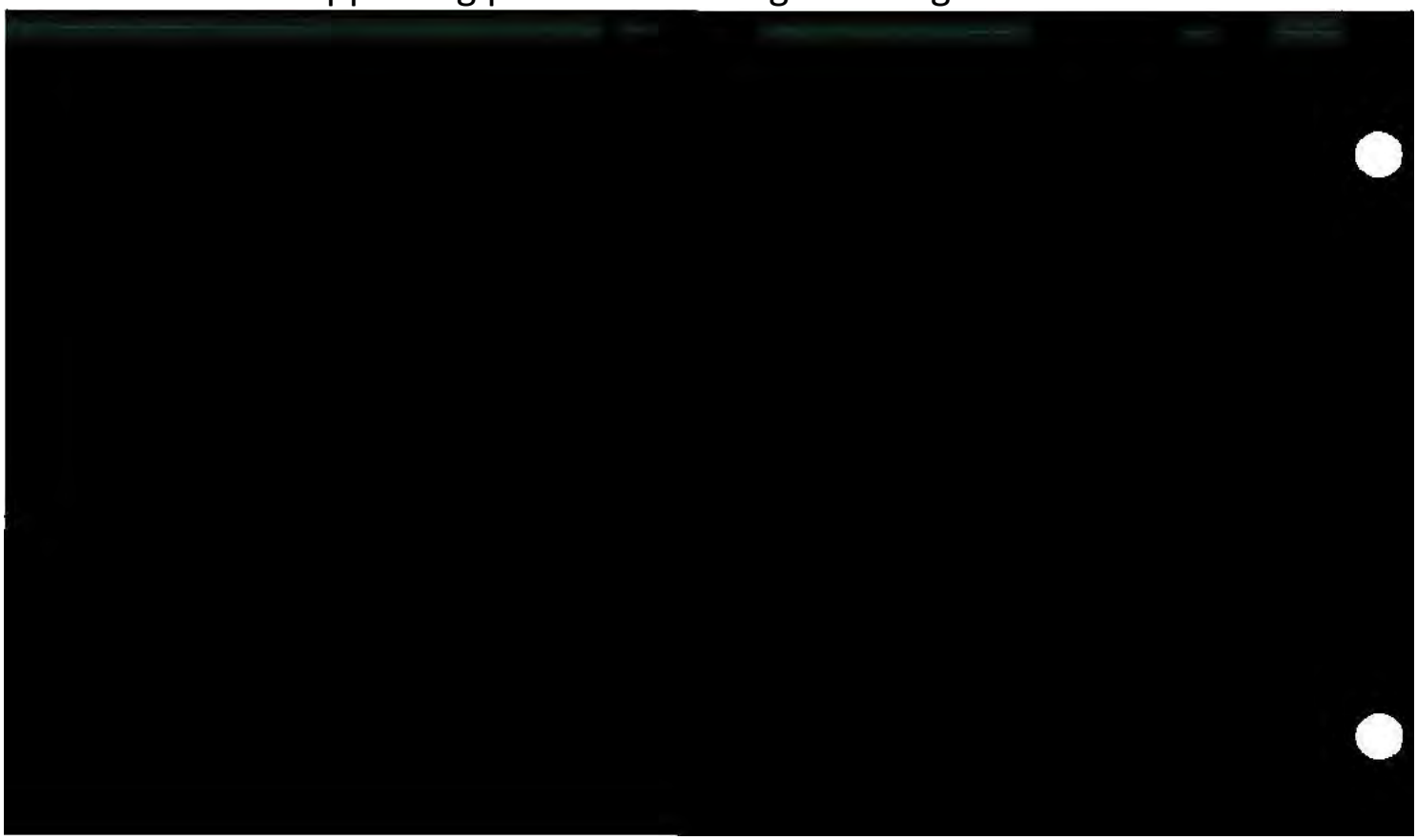
The Aspiring Mums programme hosted a workshop on women's entrepreneurship, providing participants with guidance, inspiration, and practical skills to develop their own business ideas. The session empowered women to explore their potential, build confidence, and take steps toward economic independence.



British Science Week - Home Gardening Initiative

As part of this year's British Science Week, we encouraged participants to engage in home gardening activities. The sessions provided hands-on learning about plants and their care, and at the end, fruit trees were

distributed for participants to grow in their own spaces. This initiative promoted environmental awareness, responsibility, and a connection with nature while supporting practical learning for all ages.



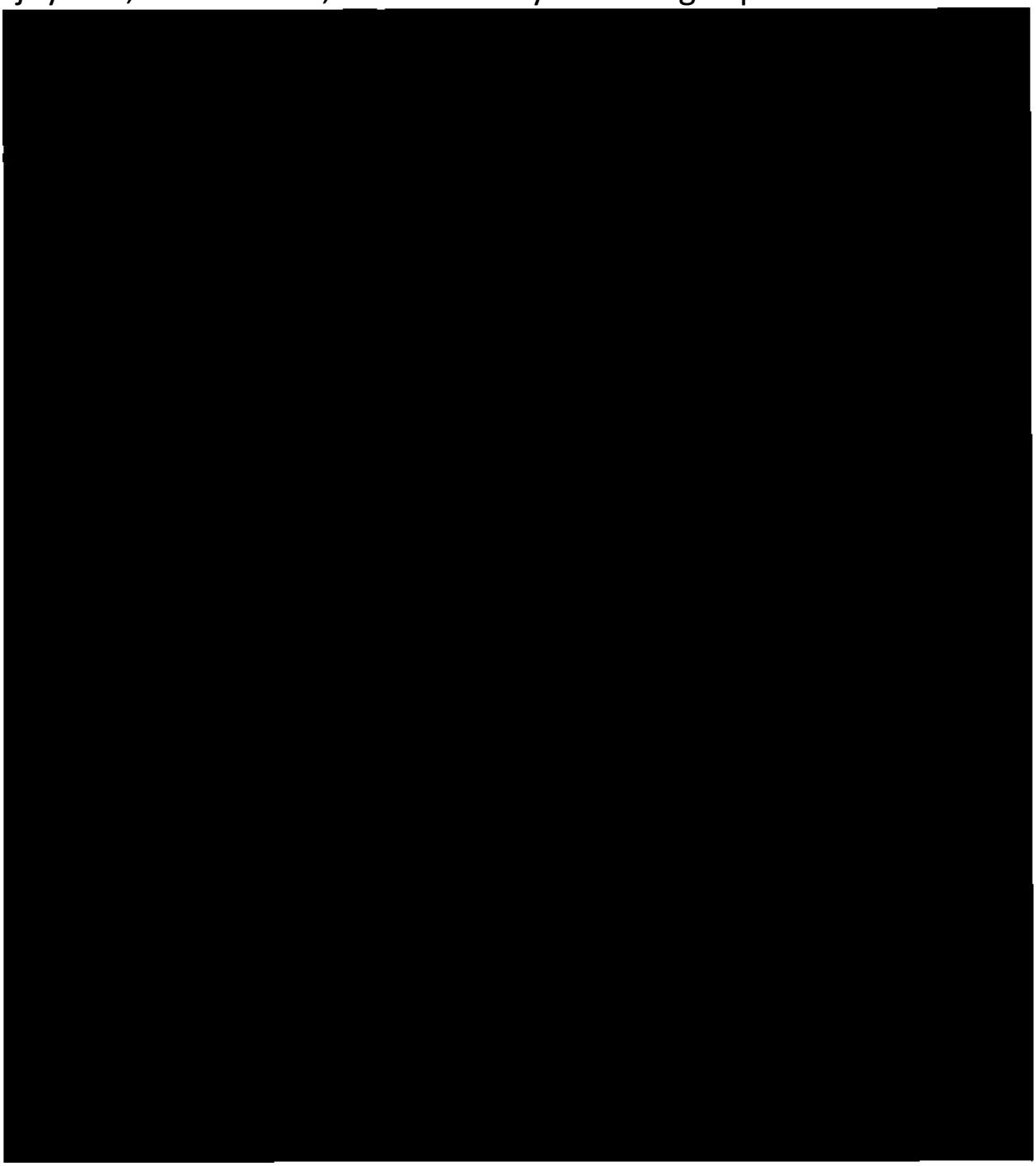
Sauerkraut making session at Rainbow group



Autumn Cooking Session

To celebrate the warmth and cotours of autumn, we organised a special cooking session where participants came together to enjoy delicious seasonal food and learn new culinary skills. The session created a welcoming space for women and families to connect, share recipes, and experience the joy of cooking together. With guidance and hands-on participation, everyone had the opportunity to prepare wholesome dishes while strengthening community bonds.

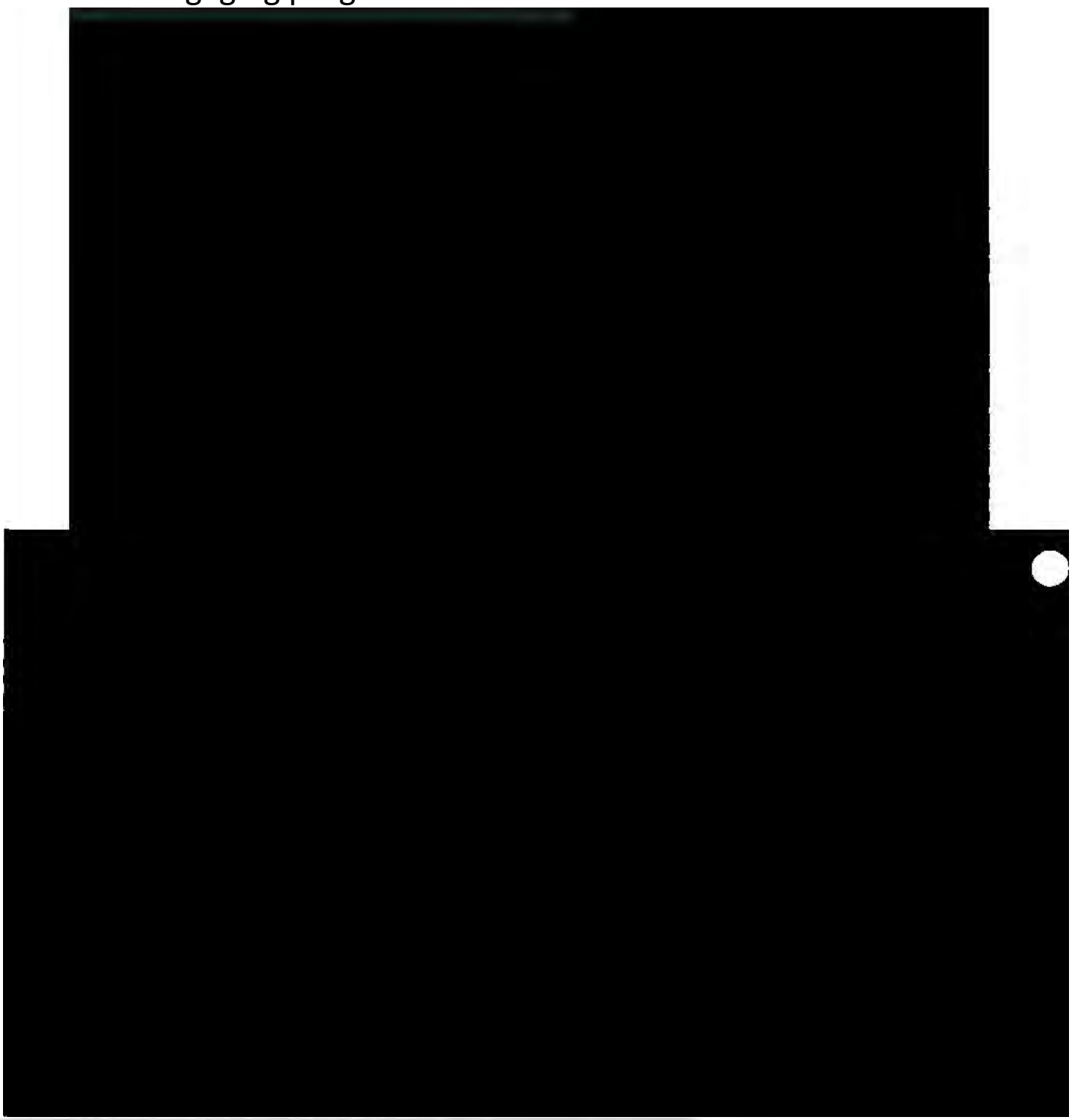
This activity was proudly funded through the Community Empowerment Grant provided by Falkirk Council, whose support enabled us to deliver an enjoyable, educational, and culturally enriching experience for all.



Community Cooking Session - Avonbridge

As part of our ongoing efforts to foster community connection and promote healthy living, we organised a community cooking session in Avonbridge. Women and families from the area came together to prepare and share nutritious meals, learning new recipes and techniques while enjoying a warm and welcoming atmosphere. This session not only encouraged confidence in home cooking but also strengthened social ties among participants. The activity was delivered through the Community Empowerment Grant funded by Falkirk

Council, whose continued support enables us to bring meaningful and engaging programmes to communities across Falkirk.



Humanitarian & Charitable Projects

Family Ceilidh Event

A vibrant family ceilidh was organised in collaboration with Causeaway Music Project and Blackwood Music Academy, bringing together community members for an evening of music. dance, and cultural celebration. The event also supported our fundraising efforts, generating E94.87 to contribute towards our ongoing community activities.

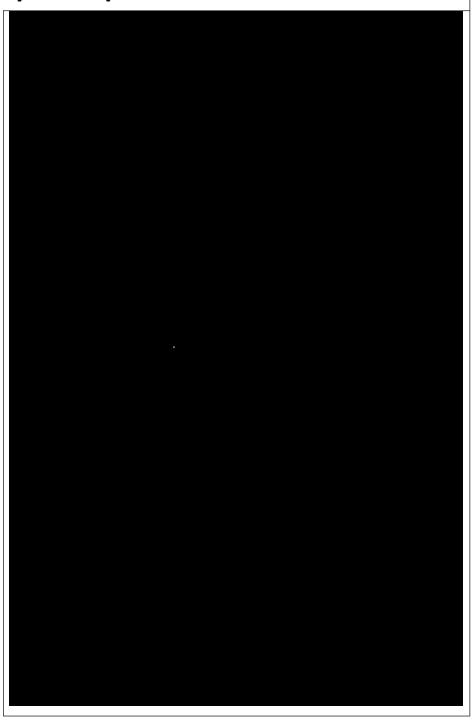


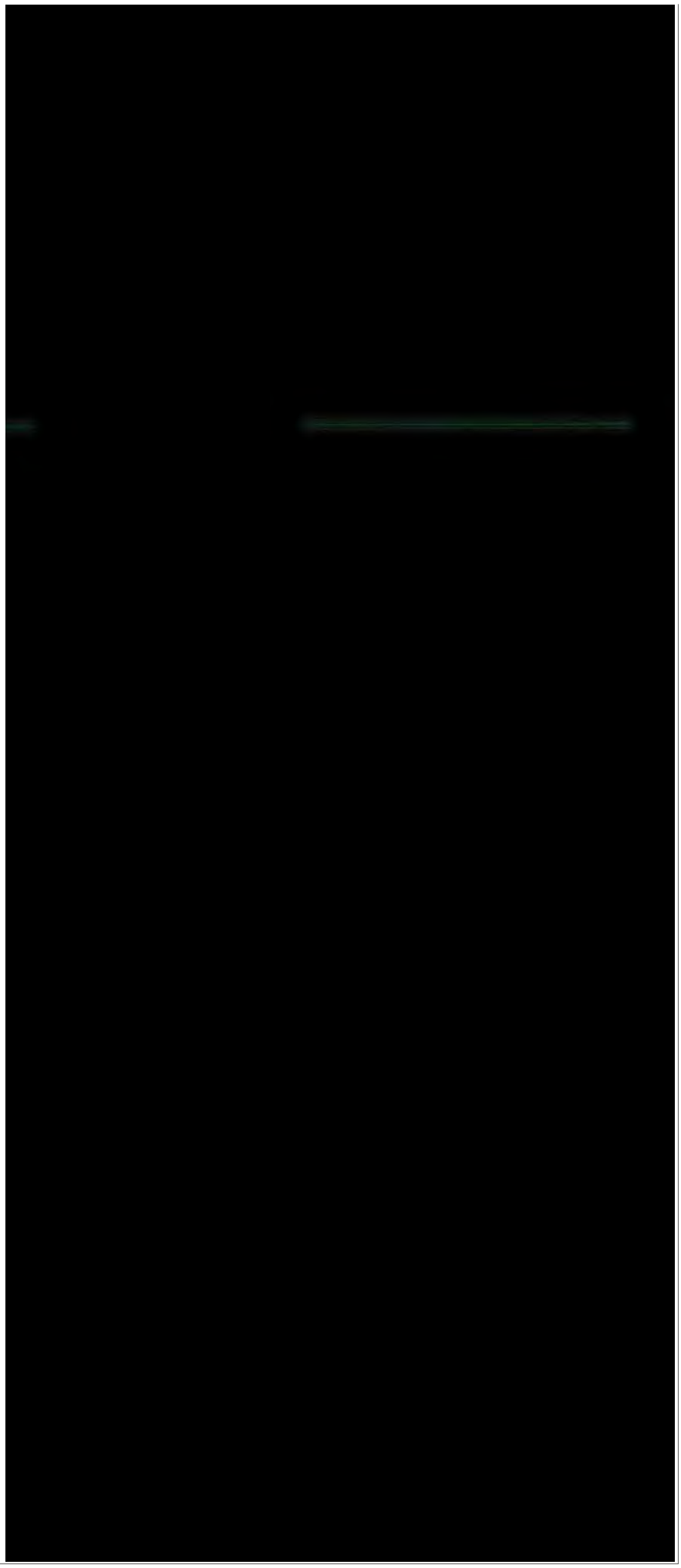
Charity Iftar Dinner for Gaza

With the generous support of the community and an excellent turnout, the Rainbow Muslim Women's Group successfully raised E3,OOO for Gaza through our charity Iftar dinner. This achievement was made possible thanks to the contributions of local businesses, including New Taj Mahal Falkirk, Naz Tandoori, Sanam Tandoori, Kebabish (Graham's Road), Little Asia, and Thistle Cash and Carry, who generously donated food and groceries. We also extend our gratitude to the management of St Francis Church Hall, Falkirk for providing the hall and kitchen. Most importantly, this success reflects the dedication and hard work of our extraordinary team of volunteers who came together to make this event a resounding success.



anks to the generous nations from our local mmunity, the Rainbow slim Women Group was provide hot meals for people of warstricken za. This effort reflects compassion collective rit of our members, unteers, and porters, who came ether to offer relief ring an extremely llenging time. Through tiative, we were able end a message of idarity, humanity, and to se suffering in crisis. We main deeply grateful to ryone who contributed wards making this act of port possible.





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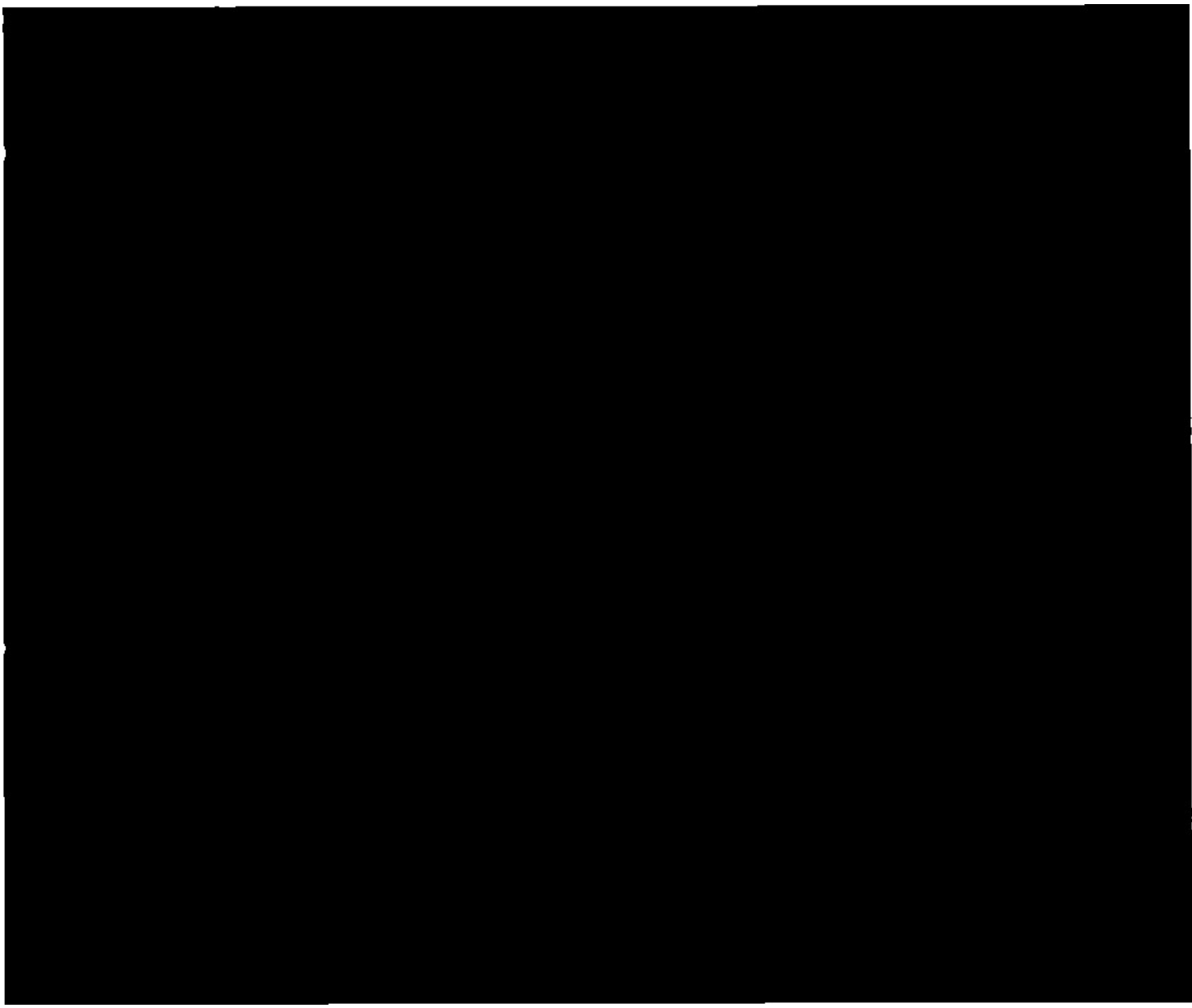
this to hope

Clean Water Access Project - Pakistan

Rainbow Muslim Women Group successfully installed its 7th water filtration plant in a remote area of Pakistan, continuing our commitment to improving access to safe drinking water for vulnerable communities.

This achievement was made possible through the generous donation from Dave and his family, whose support now ensures that hundreds of people can access free, clean, and safe water every day.

We extend our heartfelt gratitude for their kindness and for standing with us in this meaningful humanitarian effort.



Community Vegetables Distribution — Sustainable Thinking Scotland C.I.C

Throughout the year. the Rainbow Muslim Women Group collaborated with Sustainable Thinking Scotland C.I.C to grow and distribute fresh, homegrown vegetables within the community. Participants engaged in

sustainable gardening practices, nurturing a variety of seasonal produce while learning about eco-friendly cultivation methods. The harvested vegetables were then shared among communitv members, promoting healthy eating, environmental awareness, and local food resilience.

This initiative not only provided nutritious food but also strengthened communiO/ connections, encouraged participation in sustainable practices, and offered an opportunity for families to learn about the benefits of growing and consuming local produce. We extend our sincere thanks to Sustainable Thinking Scotland C.I.C for their support and guidance throughout this ongoing programme.



Education & Children's Learning Projects

Children's Crafting Sessions

We organised various fun and engaging crafting sessions where children painted clay pots with acrylic paints, showcasing their creativity and artistic skills. Parents, particularly mums, also joined in the activities, making it a wonderful family experience. A nutritious

dinner, including chicken pulao, fresh salad, and fruits, was provided during the session, This event offered children an enjoyable opportunity to express themselves creatively while socialising with friends and peers.



Marine Life Workshop at Dynamic Earth

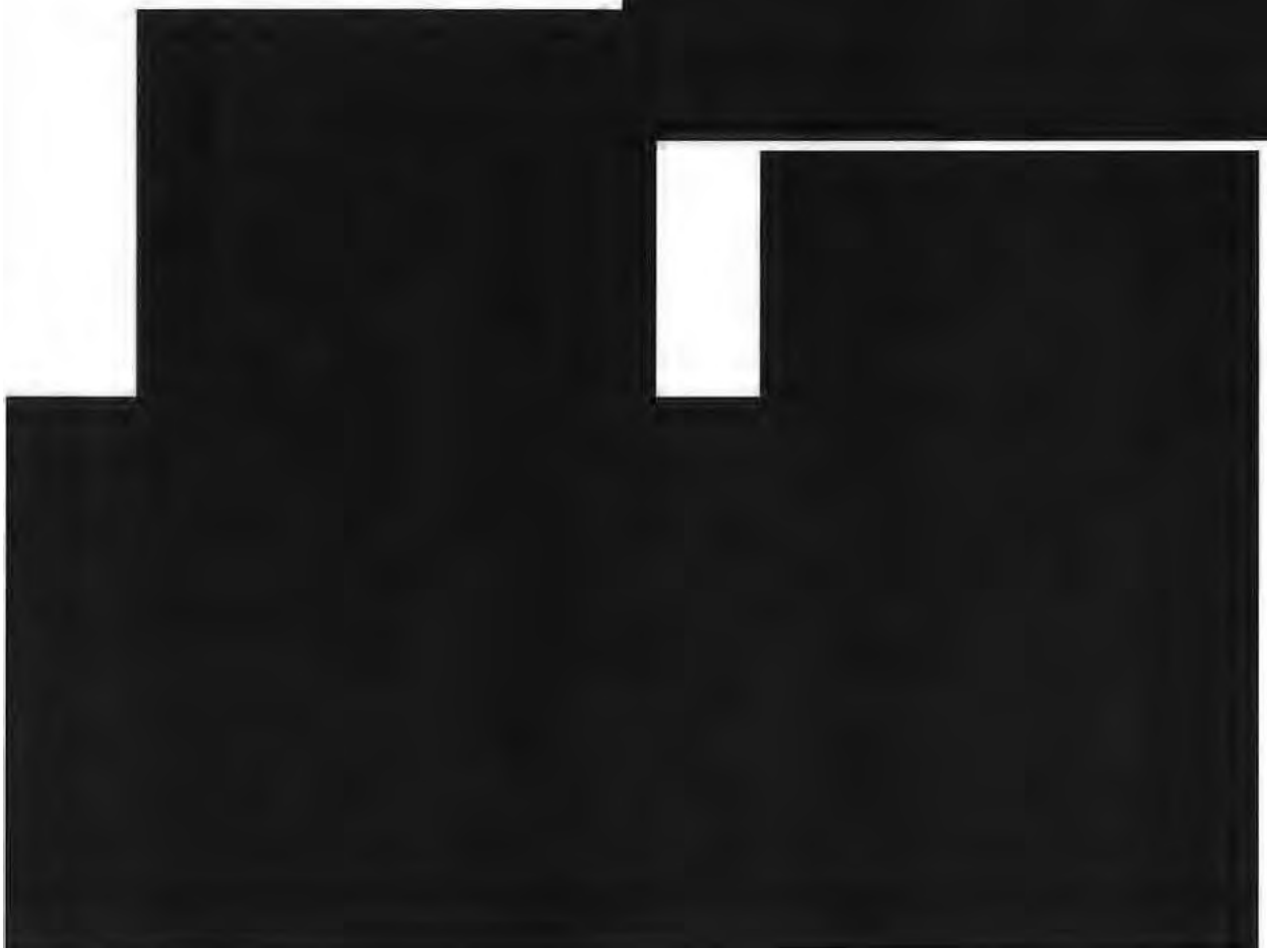
In collaboration with Dynamic Earth, we organised a fun and interactive session for children aged 5-15] with 25 participants taking part. The session focused on marine life and included a variety o·f activities suita.ble ·for all agesi such as sketching, c.raft.ing1 using microscopes to observe shelfs, and hands-on experiments. The session was both informative and engaging, providing a memorable learnin g experience for the children. We extend our aratitude to

[redacted]

for conducting the session. The day concluded with a healthy and enjoyable meal of rice, salad, and fresh fruits.

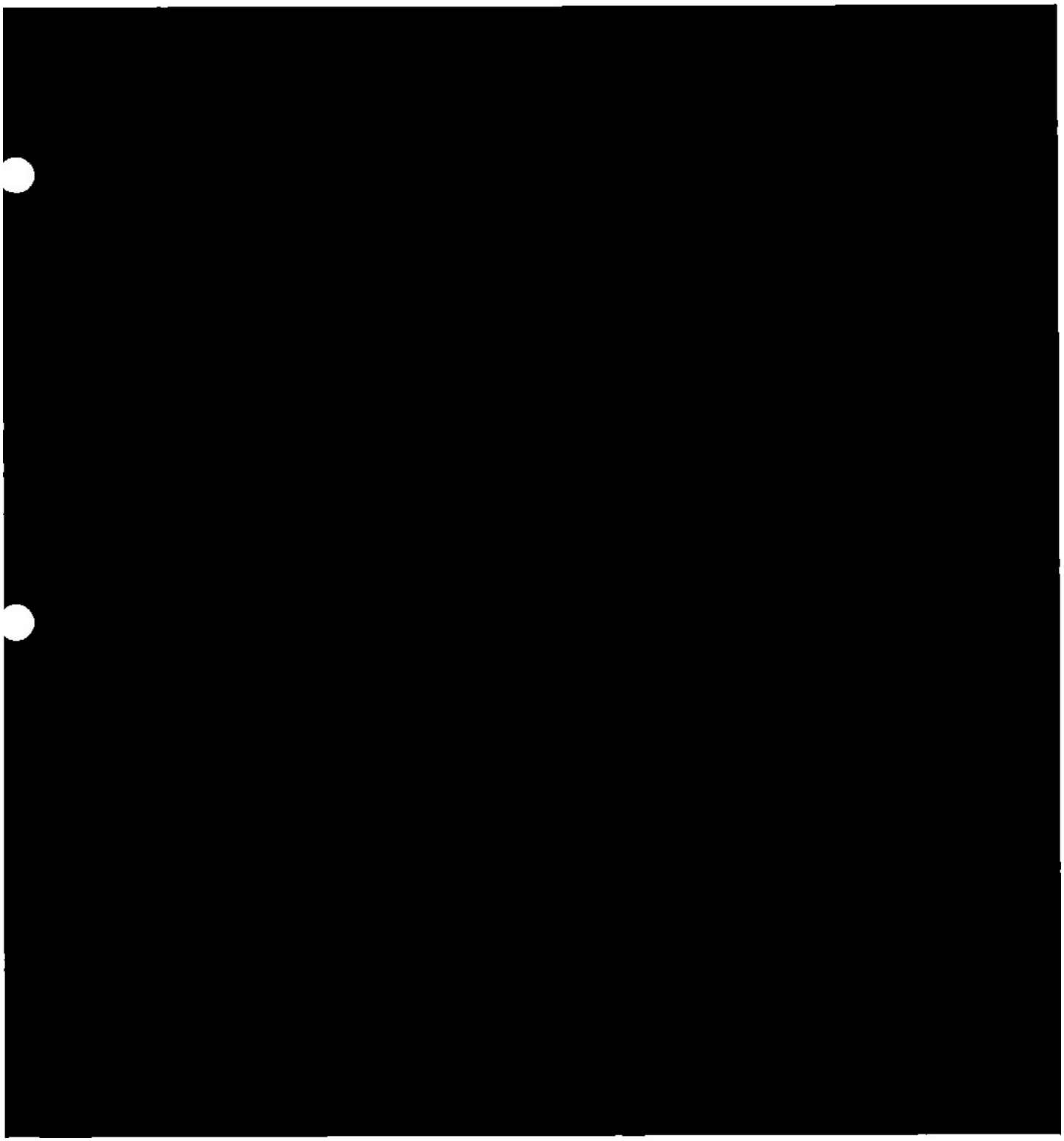






Visit to Dynamic Earth

During the October holidays, a group of 50 participants, including children and women, visited Dynamic Earth as part of one of their community programme initiatives. The visit offered an engaging and educational experience, allowing participants to explore the evolution of organisms and the history of life on Earth. Highlights included the Time Machine, volcanic activity simulation. and the planetarium, which captured the imagination of both children and adults. Participants also learned about the fascinating world of fungi and their vital role in ecosystems. Overall, it was an enjoyable and enriching day that combined learning with fun.



Women's Health & Wellbeing Programme

Regular Yoga & Wellbeing Sessions

Throughout the year, regular yoga and wellbeing sessions were organised for women at Dalgrain Community Hall, offering a consistent opportunity to improve both physical and mental health. These sessions focused on gentle movement, stretching, breathing techniques, and relaxation practices that helped participants build strength, flexibility, and emotional balance. The supportive group environment also encouraged

social connection, confidence, and a sense of belonging. These valuable wellbeing activities were delivered through the Community

Empowerment Grant, funded by Falkirk Council, whose continued support enabled us to provide a safe, welcoming, and sustaining space for women to prioritise their health.



Mindfulness Sessions

Regular mindfulness sessions were delivered to support women's emotional wellbeing, stress management, and overall mental resilience. Through guided breathing exercises, grounding techniques, and relaxation practices, participants were able to unwind, reconnect with themselves, and build healthier coping skills for everyday life. These ongoing sessions created a consistent safe space where women could prioritise their mental health and find peer support. This meaningful programme was made possible through the Community Empowerment Grant provided by Falkirk Council, whose support enabled us to continue offering these valuable wellbeing activities throughout the year.





Questions?

Contact us.

Charity contact information:
Rainbow Muslim Women's Group
Scottish Charity Number: SC0477SB
Westfield Community Centre,Westfield St,Felkirk
FR2 9DX



TWITTER: https://twitter.com/RMWGfalkirk

FACEBOOR: https://www.facebook.com/Rainbow-Muslim-women - Group-SCIO

IN STAG RAM: https://instag ram.com/ra inbowmuslimwomeng rou pscio?

igshid=YmMyMTA2M2Y=

Acknowledegements

We couldnt have done it without your generous support.

We would like to thank every volunteer and member of staff for their efforts this year-Our volunteers make the charity what we are.To recognise this we have adjusted the management team to place a greater focus on finding more volunteers and making volunteering for us an enjoyable and rewarding experience.



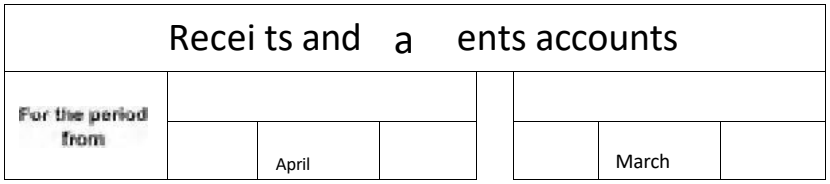
THANKS

TO OUR VOLUNTEERS!

Rainbow Muslim Woman's Group

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Recei ts and a ents accounts							
For the period from		April			March	



Rainbow Muslim Woman's Group

Section A Statement of receipts and payments

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Rainbow Muslim Woman's Group

Section B Statement of balances

		Unre1tricled tunm toN-arest£	Restricted funds tony,uontt	Expendable endowment fllnd• to nqu•t'S! £	Permanont endOWln&nt tund8 fO nsUtrO3t]	TOlalcum,nt CMriod	To!Jllla•l period
B1 Cash funds	Cashandbank balances at start of year	6,371	10,879			16,2:IO	22,$87
	Surplus/ (deficit)11hown on receipts and lt>avmente acco..nt	2,068	4,3&3			6,4&1	(6,687)
						.	
22700 76	**Cash and bank balancee at el\d of year**	7,4i9	15,262		.	%2,70t	16,260

(Agreeh;,lanr.P<Withreceipts andpayments acmunl{s»

BICash funds

82 Investments

	Fund towhich3-'Qtf:tbelCIngQ	Market valuation to J\elftSt £	Last year to nearest £

Other assee

	Fund"' M'llch... otbllt Ongs	Coot!If av1141:1blt) ®near□&tE	Corr•nt1,.al\.tt(ir av•llall!t) to neareSt£	LA<styur 1ooeares1£
	Toul			

84 Liabilities

	Fund.. w1'!<h l'°billl), ...,	Amount due tonutostt.
	Total	

Fund 10whichll•blllty '"4atu

Affloufllwe fUtimate:l tll)nt:ara,t£'

;ontingent liabilities

IE andA..cem.mt Pr fee		
		SOO
	SOO	SOO

Sign•ed me Or two on d tha uuBte-tS Signature Print Name Date of approval

[redacted]

[redacted]

2' 2025

sc047758

Rainbow Muslim Woman's Group

Section C Notes to the Accounts

[redacted]

Cl Nature and purpose of funds (may De stated on analysis of funds worksheets)

Restricted funds are funds subÅect to specific requirements as to their use which may declaæd by the donor or with their authority or created through legal processess, but still within the wider objects of the charity. Unrestricted funds are expendable at the discrebon of the trustees in furtherance of une object of the charity if pads of the unrestricted funds are earmarked at the discriticn of the trustees for a parteu!ar purpose. they are designated as seprate fund. This de*nation has an adminL3trative purpose and does not legally restrict the trustee's descretion to apply the fund.

ca Grams

Type of activity or project supported	Indivi&.rai i ingtitution	Number of grants made	
FPS. WATER AID		3.000	
	Total	3,000	

C3a Trustee remuneration

If no remuneration was pald during the period to any charity trustee or person connected to a trustee cross Ehis box (otherwise complete secHon 3b)	

C3b Trustee remuneration details

Authority under which paid	£

C4a Trustee expenses

If no expenses we!e paid to any charity trustee during the period tl%n CIOS5 this @therwise compkte section 4b)	

TNnuceon arnount (E)	Balance outstandlng at

Rainbow Muslim Woman's Group

C4b Trustee expenses details

	NumlM!rof (Nlee	£

CS Transactions with trustees and connected persons

C6 Other information

Rainbow Muslim Wo nan's Group **SC047758**

Additional analysis (1)

Analysis of receipts and payments

1 Donations

	Unrestricted funds to nearest £	Restricted funds to nearest £	Expendable endowment funds to nearest £	Permanent endowment funds to nearest £	Total current period to nearest £	Total last period to nearest £
Blackhall Mosque					-	-
Ausal and M					-	150
Bilal					-	1,700
WATER FILTRATION DONATION		3,000			3,000	5,170
Morocco Earthquick					-	2,551
Libya Flood crisis					-	1,000
Dates Fetork					-	1,165
AMINA					-	125
BSA					-	500
Bemis					-	500
Falkirk Islamic Centre					-	-
Scottish Midland					-	-
N Farooqui					-	-
Sport In mind					-	-
Other					-	30
Total	-	3,000	-	-	3,000	12,891
	-	-	-	-	-	reference

2 Grants

	Unrestricted funds to nearest £	Restricted funds to nearest £	Total current period to nearest £	Total last period to nearest £
The children Hospital			-	-
Main Grant	11,130		11,130	-
The Corra Foundation		8,000	8,000	8,000
Local Giving Ltd			-	-
Falkirk council		9,684	9 684	11,668
Support In mind			-	-
CVS Falkirk			-	11,170
LINK			-	500
Youth Scotland			-	3,000
AGE SCOTLAND	800		800	750
BEM S SCOT			-	-
WATER FILTRATION			-	-
ADYEN N V			-	-
FLOOD RELEIF			-	-
FORTH ENVIRONMENT			-	500
OTHER			-	-
Stein Carron			-	-
Total	11,930	17,684	29,614	38,588
	-	-	-	reference

3 Gross receipts from other charitable activities

	Unrestricted funds to nearest £	Restricted funds to nearest £	Expendable endowment funds to nearest £	Permanent endowment funds to nearest £	Total current period to nearest £	Tota last period to nearest £
Membership	514				514	-
					-	-
Total	514	-	-	-	514	-
	-				-	

4 Payments relating directly to charitable activities

	Unrestricted funds to nearest £	Restricted funds to nearest £	Expendable endowment funds to nearest £	Permanent endowment funds to nearest £	Tota current period to nearest £	Total last period to nearest £
Print, post and stationery	146				146	1,399
Insurance	435				435	-
Almond Valley Trip		424			424	-
Telephone and internet		95			95	195
Food Friends and Events					-	9,670
Food and Drinks	1,427	4,715			6,142	3,073
Art and Craft materials	967	715			1,682	1,043
Catering					-	1,360
D Dance Group Fee					-	100
Mindfulness Session					-	3,316
Laptop					-	1,430
Tutor Fee					-	1,215
Petrol					-	-
Travel and Parking		393			393	185
Creche Hire					-	120
Volunteer Expenses	2,095	200			2,295	
Bus Hire	300	480			780	1,810
Programme Activities	4,955	1,387			6,342	2,415
Subscriptions	71	240			311	-
Water filtration		3,000			3,000	
Yoga Session					-	1,335
wage		4,012			4,012	10,309
Other					-	2,318
					-	-
Total	10,398	16,661	-	-	28,057	41,059

I report on the accounts of the charity' for the year ended 31 March 2025

Respective responsibilities of trustees and examiner

The charity's m.lstees are responsible for he preparation of the accounts in accordance with the terms of the Charities and Trustee Invesünent (Scotland) Act 2005 the Charities Accounts (Scotland) Regulations 2006. The charity bustees consider that the audit requirement of Regulaton 10(1) (d) of he 2006 Accounts Regulations does not apply. It is responsibility to examine me accounts as required under secton 44(1) (c) of the Act and to state *jeher parücular maNers have come to my attenton.

Basis of independent examiner's statement

My examination is canied out in accordance 'Mth Regulaton 11 of the 2006 Accounts Regulations. An examination includes a review of the accounting records kept by the charity and a comparison of the accounts presented with those records. It also includes consideration of any unusual items or disclosures in the accounts and seeks explanations from me m.lstees conceming any such matters. The procedures undertaken do not provide all the evidence mat would be required in an atßit, and consequenty, I do not express an audit opinion on the view given by he accounts.

Independent examiner's qualified statement

During my examination, no matter has come to my atention other than that disclosed below:

I. In my opinion, attention should be drawn to enable a proper understanding of the accounts to be reached.

The matter that has come to my attention is mat, during my examinaüon of the accounting of me charity, it was noted that he accounting records did not contain the details of some of the receipts and payments and there were no physical documents retained to support certain cash/cheque lodgements and cheque payments. This led to the underlying tansactions being assigned to the category and fund based on verbal information from he Trustees. The charity bustees are aware of the importance of maintaining full records of s[redacted]full records of such transactions goingforward.

Relevant Professional qualificatioNprofessional body: Fellow of the Association of Chartered Certified Accountants (ACCA)

Address: SEVENSTARS ACCOUNTANTS LTD, 10 DUNDASS STREET, FALKIRK, FK3 8BX

Date: 24/12/2025

CONSTITUTION OF RAINBOW MUSLIM WOMENS GROUP

CONSTITUTION

of

RAINBOW MUSLIM WOMENS GROUP

CONTENTS		
GENERAL	type Of organisation. Scottish principal offce. name, purposes, powers, liability, general Structure	clauses 1 - 10
MEMBERS	qualifications for membership, application, subscription. register of members, withdrawal, transfer, reregistration, expuision, termination	clauses Error! Reference source not found. 26
DECISION-MAKING BY THE MEMBERS	members" meetings, to request members' meeting, notice. procedure at members* meetings, voting at mernbers" meetings, written resolutions. minutes	clauses 27 53
BOARD (CHARITY TRUSTEES)	number, eligjbjlity, election/ retiralfreelection, termination of office, register of charity oustees, office bearets, powers, general duties, cade of conduct	clauses 54 83
DECISiON-MAKING BY THE CHARITY TRUSTEES	notice, procedure at board meetings, minutes	clauses 84
ADMINISTRATION	sub-committees, operation of accounts, accounting records and annual accounts	clauses 100 • 10b
MISCELLANEOUS	winding up, alterations to the constitution, interpretation	clauses 109 114

GENERAL

Type of organisation

1 The organåsation will, upon registrationt be a Scottgsh Charitable Incorporated Organisaf(on (SCIO).

Scottish principal office

2 The principal office of the organisatioa will be in Scotlead (and must remain in Scotland}Name

3 The name of the organisatioo is Rainbow Muslim Women's Group

Purposes

4 The organisation's purposes are:

4.1 The advancement of education

4.2 The organisation Of recreational activities with the object of improving the conditions of life tor the persons for whom the activities are intended

4.3 The promotion of religious and racial harmony

4 4 The relief of those in need

In füfåharanco of the aforesaid purposes the organtsation shall work in partnership with alt relevant stakeholders to deriver our objectives including bÜt not limited to:

- Orgenfse and deliver activities which encourage and promote good physical," mental health & we'Vheing
- Provide training oppodunities to increase the skills and knowledge of participants and to improve their life chances and employabi'ity • Offer opportunities to volunteer With the organisation
- Provide social and recreational activities designed to tackle social isolation and loneliness
- Refer or sign post users to relevant services and organisatjons • Participate in community cohesion activitieg to promote tolerance. understanding and co-operation and to tackle discrimination and prejudice
- Conduct outreach activity to engage with new and existing users in order to promote the services of the organisation and to buijd good relations

- nelivet persona(development workshops designed to increase the self-confidence of carticipants
- Organise and deliver events designed to bring diverse communities together and to promote equality and diversity, religious and racial harmony

Powers

5 The organisation has power to do anything which is calculated to further its purposes or is conducrve or incidental to doing so.

6 No part of the income or property of the organisation may be paid or transferred (directly or indirectly) to the members - either in the course of the organjsation•s existence or on dissolution - except where this is done in direct furtheranoe of the orgenisation's charitable purposes,

Liability of members

7 The members of the organisation have no liability to pay any SLjms to help ta meet the debts (or other liabilitjes) of the organisatuon it it is wound ugL accordingly, if the organisation is unable to meet its debts, the members wilt not be held responsible,

8 Tho members and charity trustees have certain legal duties under the Charities and Trustee Investment (Scotland) Act 2005; and clause 7 does not exclude (or limit) any personal liabilities they might incur if they are in breach ot those duties or in breach of other legal obligations cr duijes that apply to them personally.

General structure

9 The structure of ihe organisation consists oc-

9.1 the MEMBERS who have the right to attend members' meetings (including any annual general maeting) and have important powers under the constitution; in particular, the members appoint people to serve an the board and take decisions on changes to the constitution itself;

9.2 the BOARD - who hold regular meetings, and generally control the activities of the organisatiorr, for example, the board is responsible for monitoring and controlling the financial positjan of tha organisation,

10 The people serving on the board are referred to in this constitution as

CHARITY TRUSTEES-

MEMBERS

Qualifications for membership i 1 Out

membership shay be open to:-

i Women aged sixteen years end over residing in the Falkirk local authority erea who wish to further the purpose and objectives Of the Organisation.

11.2 The Organisatton shad have no less than 20 members as per the criteria described in clause 11.1.

12 Employees ofthe organisatian are not eligible for membershipApplication for membership

13 Any person who wishes to becocr•re a member must sign a written application for membership; tho application will then be considared by the board at its next board meeting-

14 The board may. at its discretion, refuse to admit any person to membership.

15 The board must notify each applicant promptly (in writing or by e-mail) of its decision on whother or not to admit him/her to membership.

Membership subscription

16 Membership subscription wili be payable at the annual general meeting.

Register of members

17 The board must keep a register ot members, setting out

17.1 for each current member:

17. i. his/her full name and address; and

17-1.2 the date on which he/she was registered as a member of the organisation;

17.2 for each former member - for at least six years from the date on he/she ceased to be a member;

17.2.1 his/her name; and

1 17,2.2the date on which he/she ceased to be a member.

8 The board must ensure that the register of members is updated within

28 days of any change;

S

18.1 which arises from a resolution of the board or a resolution passed by the members of the organisation; or

18.2 which is notified to the organisation.

19 If a member or charity trustee of the organjsation requests a copy of the register of members. the ooand must ensure that a copy is supplied to him/her within 28 days, providing the request is sonable;if the request is toade by a member (rather than a charity trustee). ihe board may provide a copy which has the addresses Oianked out,

Withdrawal from membership

20 Any person who wants to withdraw from membership must cive a wntten notice of withdrawal to the organisation, signed by himmer•. he/she cease to be a member as from the time when the notice is received by the organisation

Transfer of membership

21 Membership of the organisatton may not be transferred by a member.

Re-registration of members

22 The board may, at any time, issue notices to the members requiring them to confirm thet they wish to reman as members of the organisation, and allowing them a period of 2B days (running from the date of issue of the notice) to provide that confirmaton to the board.

23 If a member taits to provide confirmat'on to board (in writjng ov by e-mail) that he/she wishes to remain as a member of the organisabon before the expiry of the 28-day pe'iod referred to in clause 22, the board may expel him{her frommembe

24 A notice under clause 22 Will not be valid unless jt refers specifically to the consequences (under clause 23) of failing to provide confirmation within the 28-day period.

Expulsion from membership

25 Any person may be expelled from membership by way a resolution passed by not less than two thirds of those present and '{Oling at a mem0ers* meeting. pmv'ding the toUowing procedures have been observed:-

25-1 at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion;

25-2 the member concerned wilt Oe entitled to be heard an the resolution at the membevs' meeting at which the resolution is proposed.

Termination

26 Membevship of the organisation will terminate on death.

DECISION-MAKING BY THE MEMBERS

Members' meetings

27 The board must arrange a meeting of members (an annual general meeting Of %AGM") in each calendar year.

2B The gap between one AGM and the next must not be longer than 15 months,

29 Notwithstending clause 27, an AGN does not need to be held during the calendar year in which the organsation is formed; but the first AGM must still be held within 15 months of the date on which the organisation is forrrøed.

30 The business of each AGM must include;-

30.1 a report by the chair on the activities of the organisation:

30.2 consideration of the annual accounts of the organisation;

30.3 the election/re-electjon of charity trustees, as referred to in clauses 59 to 62.

31 The board may arrange a speCiaj members' meeting at any tirne.

Power to request the board to arrange a special members' meeting

32 The board must arrange a special members' meeting if they are requested to do so by a notice (which may take the form of two or more documents in the same terms, each signed Oy one more members) by members who amount to 5% or more Of the total membership Of the organisation at providing;

32.1 the notice states the purposes for which the meeting is to be held; and

32,2 those purposes are not inconsistent with the terms of this constitution. the Charities and Trustee (Investment) Scotland Aci 2005 or any other statutory provision.

33 If the board receive a notice under clause 32. the date for the meeting which they arrange in accordance With the notice must not be later than 28 days from the date on which they received the notice-

.7

Notice of members' meetings

34 At leasi 14 clear days' notice must be given of any AGM or any special members' meeting.

35 The notice calling a members' nweting must specify in genera) terms what business (s to be dealt with at the meeting; and

25.1 in the case of resolution to alter the constitution, must set out the exact terms of the proposed alteration(s); or

35.2 the cese of any other resolution falling within clause 45 (requirement far two-thirds majority) must set out the exact terms ot the resolution.

36 The reference to "Glear days" in clause 34 shah be taken to rnean that, in catcuiäting the period of notice,

36.1 the day after the notices are posted (or sent by e-mail) should be excluded; and

362 the day of the meeting itself should also be excluded.

37 Notice of every members' meeting must be given to all the members of the organjsatlon, and to all the charity trustees; but the accidental omission to give notice to one or rnore members will not invalidate the proceadings at the meeting.

38 Any notice which requires to be given to a member undet this constitution must be: -

38,1 sent by post to the at the address lest notified by him/her to the organisatiom or

38.2 sent by e-mail to the member, at the e-mail address last notified by him/her to the organisation,

Procedure at members' meetings

89 No valid decisions can be taken at any mæmbers' meeting unless a quorum is present-

40 The quorum for a members' meeting is two thirds of members, present in person,

41 if a quorum is not present within 15 minutes after the time at which a rnembers' meeting was due to start - or it a quorum ceases to be present dufjng a meeting - the meeting cannot proceed', and fresh notices of meeting will require to be sent out, to deal with the business (or remaining business) whlch was intended to be conducted.

42 The chair of the orgamsation should act as chairperson of each members' meeting.

43 If the chair of the organisatjon is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to aci as chairperson), the charity trustees present at the meeting must elect (from among themselves) the person who will act as chairperson of that meeting.

Voting at members' meetings

44 Every member has one vote, which must be given personally.

45 All decisions at members' meetings will be made by majority vote with the exception of the types of resolution listed in clause 46.

46 The following resolutions will be valid only if passed by not less than two thirds of those voting on the resolution at a members' meeting (Or if passed by way of a written resolution under clause 50):

46.1 a resoaution amending the constitution;

46.2 a resolution expelling a person from membership under clause 25;

46.3 a resolution directing the board to take any particular step (or directing the board not to take any particular step);

46.4 a resolution approving the amalgamation of the organisaton with another SCIO (or approving the constitution of the new SCIO to be constituted as the successor pursuant to that amalgamation};

46,5 a resolution to the effect that all of the organisation's property, rights and liabilities should be transferred to another SCIO (or

agreeing to the transfer from another SCIO of all of its property, rights and liabilities);

46,6 a resolution for the winding up or dissolution of the organisation-

47 If there is an equal number or votes for and against any resolution, the chairperson of the meeting will be entitled to a second {casting} vote,

48 A resolution put to the vote at a members' meeting will be decided on a show of hands - unless the chairperson (or at least two other members present at the meeting) ask for a secret ballot.

49 The chairperson will decide how any secret ballot is to be conducted, and he/she will declare the result of the ballot at the meeting,

Written resolutions by members

50 A resolution agreed to in writing (Or by e-mail) by all the members will be as vatid as if it had been passed at a members[i] meeting; the date of the resolution will be taken to be the date on which the last member agreed to it.

Minutes

51 The board must ensure that proper minutes are kept in relation to all members' meetings.

52 Minutes of members' meetings must include the names of those present: and (so far as possible) should be signed by the chairperson of the meeting ,

53 [The board shall make available copies of the minutes referred to in clause 51 to any member of the public requesting them; but on the basis that the board may exclude confidential material to the extent permitted under clause 99.1

BOARD

Number of charity trustees

54 The maximum number of charity trustees is eleven (1 out of that:

54.1 no rrore than eight (8) shall be charity trustees who were elected/appointed under clauses 59 and 60 (or deemed to have been appointed under clause 58); and

542 no more than three (3) shall be charity trustees who were coopted under the provisions of clauses 63 and 64, 55 The minimum number of charity trustees is three (3b

Eligibility

56 A person shall not be eligible for election/appointment to the board under clauses 58 to 61 unless he/she is a member of the organisation; a person appointed to the board under clause 63 need not, however, be a member of the organisation-

57 A person will not be eligible for election or appointment to the board if he/she is: -

57,1 disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005; or

57.2 an employee of the organisation.

Initial charity trustees

58 The individuals who signed the charity trustee declaration forms which accompanied the application 'for incorporation of the organisation shall be deemed to have been appointed by the members as charity trustees with effect from the date of incorporation of the organisatian.

Election, retjral, re-election

59 At each ACM, the members may elect any member (unless he/she is debarred from membership under clause 57) to be a charity trustee.

60 The board may at any time appoint any member (unless he/she is debarred from rnembership under clause 57) to be a charity trustee.

61 At each AGMi all of the charity trustees elected/appointed under clauses 59 and 60 (and, in the case of the first ACM, those deemed to have been appointed under clause 5B) shall retire from office — but shall then be eligible for re-election under clause 59.

62 A charity trustee retiring at an AGM will be deemed to have been reelected unless: -

62M he/she advises the board prior to the conclusion of the ACM that he/she does not wish to be re-appointed as a charity trustee; or

62-2 an election process was heEd at the ACM and he/she was not among those elected/re-elected through that process; or

62-3 a resolution for the re-election of that charity trustee was put to the AGM and was not carried,

Appointment/re-appointment of co-opted charity trustees

63 In addition to their powers under clause 60, the board may at any time appoint any non-member of the organisation to be a charity trustee (subject to clause 54. and providing he/she is not debarred trom rnembership under clause 57) on the basis that he/she has specialist experience andlor skills which could be of assistance to the board-

64 At each AGM, all of the charity trustees appointed under clause 63 shall retire from office — but shall then be eligible for re-appointment under that clause.

Termination of office

65 A charity trustee will automatically cease to hold office if:

65.1 he/she becomes disqualified from being a charity trustee under the Charities and Trustee Investment (Scotland) Act 2005;

65.2 he/she becomes incapable for medicai reasons of carrying out his/her duties as 3 charity trustee - but only if that has continued (or is expected to continue) for a period of more than six months;

65.3 (in the case of a charity trustee elected/appointed under clauses 58 to 62) he/she ceases to be a member of the organisation;

65,4 he/she becomes an employee of the organisation;

65.5 he/she gives the organisation a notice of resignation, signed by him/her;

65.6 he/she is absent (without good reason, in the opinion of the board) from more then three consecutive meetings of the Inard - but only if the board resolves to remove him/her from office;

65.7 he/she is removed from office by resolution of the board on the grounds that he/she is considered to have committed a material breach of the code of conduct for charity trustees (as referred to in clause 82);

65.8 he/she is removed from office by resolution of the board on the grounds that he/she is considered to have been in serious or persistent breach of his/her duties under section 66(1) or (2) Of the Charities and Trustee Investment (Scotland) Act 2005; or

65.9 he/she is removed from office by a resolution of the members passed at a members' meeting,

66 A resolution under paragraph 65.7, 65-8 or 65-9 shall be valid only if; -

66, 1 the charity trustee who is the subject of the resolution is given reasonable prior written notice of the grounds upon which the resolution for his/her removal is to be proposed;

66-2 the charity trustee concerned is given the opportunity to address the meeting at which the resolution is proposed. prior to the resolution being put to the vote; and

66, 3 (in the case of a resolution under paragraph 65,7 or 65-8) at least two thirds (to the nearest round number) of the charity trustees then in office vote in favour of the resolution.

Register Of charity trustees

67 The board must keep a register of charity trustees, setting out

67.1 for each current charity trustee:

67.1.1 his/her full name and address;

67.1.2 the date on which he/she was appointed as a charity trustee; and

67.1 „3any office held by him/her in the organisation;

67.2 for each former charity trustee - for at least 6 years from the date on which he/she ceased to be a charity trustee:

67.2. I the name of the charity trustee;

67 ,2.2 any office held by him/her in the organisation: and

67.2.3the date on which he/she ceased to be a charity trustee.

68 The board must ensure that the register of charity trustees is updated within 28 days of any change;

6B. I which arises from a resolution of the board or a resolution passed by the members of the organisation: or

68.2 which is notified to the organisatiom

69 If any person requests a copy of the register of charity trustees, the board must ensure that a copy is supplied to him/her within 28 days. providing the request is reasonable; if the request is made by a person who is not a charily trustee of the organisation, the board may provide a copy which has the addresses blanked out - if the SCIO is satisfied that including that information is likely to jeopardise the safety or security Of any person or premises.

Office-bearers

70 The charity trustees must elect (from among themselves) a chair, a treasurer and a secretary,

71 In addition to the office-bearers required under clause 70, the charily trustees may elect (from among themselves) further office-bearers if they consider that appropriate.

72 All of the office-bearers will cease to hold office at the conclusion of each AGM, but may then be re-elected under clause 70 or 71.

73 A person elected to any office will automatically cease to hold that office; -

73. t it he/she ceases to be a charity trustee; or

73.2 if he/she gives to the organisation a notice of resignation from that office. signed by him/her.

Powers of board

74 Except where this constitution states otherwise, the organisation (and its assets and operations) will be managed by the board; and the board may exercise all the powers of the organisation.

75 A meeting of the board at which a quorum is present may exercise al' powers exercisable by the board.

76 The members may' by way of a resolution passed in compliance with clause 46 (requirement for two-thirds majority). direct the board to take any particular step or direct the board not to take any particular step; and the board Shali give effect to any such direction accordingly.

Charity trustees - general duties

77 Each of the charity trustees has a duty, in exercising functions as a charity trustee, to ect in the interests of the organisation: and, in particular. must-

77.1 seek, in good faith, to ensure that tho organisation acts in a manner which is in accordance with its purposes;

77.2 act with the care and diligence which it is reasonabEe to expect of a person who is managing the affairs of another person;

77.3 in circumstances giving rise to the possibility of a conflict Of interest between tho organisation and any other party:

77.3.1 put the interests of the organisation before that or the other party;

77.3.2 where any other duty prevents him/her from doing so, disclose tha conflicting interest to the organisation and refrain from participating in any deliberation or decision Of the other charity trustees with regard to the matter in question;

77.4 ensure that the organisation complies with any direction, requirement, notice or duty imposed under or by virtue of the Charities and Trustee Investment (Scotland) Act 2005,

78 In addition to the duties oudined in clause 77, all of the charity trustees must take such steps as are reasonably practicable for the purpose of ensuring: -

78.1 that any breach af any of those duties by a charity trustee is corrected by the charity trustee concemed and not repeated; and

78.2 that any trustee who has been in serious and persistent breach of those duties is removed as a trustee.

79 Provided he/she has declared his/her interest - and has not voted on the question of whether or not the organisation should enter into the arrangement - a charity trustee will not be debarred from entering into an arrangement with the organisaüon in which he/she has a personal interest; and (subject to clause 80 and to the provisions relating to remuneration for services contained in the Charities and Trustee Investment (Scotland) Act 2005), he/she may retain any personal benefit which arises from that arrangement.

80 No charity trustee may serve as an employee (full time or part tirne) of the organisation: and no charity trustee may be given any remuneration by the organisation for carrying out his/her duties as a charity trustee-

81 The charity trustees may be paid all travelling and other expenses reasonably incurred by them in connection with carrying out their duties: this may include expenses relating to their attendance at meetings.

Code of conduct for charity trustees

82 Each of the charity trustees shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the board from time to time.

83 The code of conduct referred to in clause 82 shall be supplementak to the provisions relating to the conduct of charity trustees contained in this constitution and the duties imposed on charity trustees under the Charities and Trustee Investment (Scotland) Act 2005; and all relevant provisions of this constitution shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to tine

DECISION-MAKING BY THE CHARITY TRUSTEES

Notice of board meetings

84 Any charity trustee may call a meeting of the board or ask the secretary to call a meeting of the board.

85 At least 7 days' notice must be given of each board meeting, unless (in the opinion of the person calling the meeting) there is a degree of urgency which makes that inappropriate,

Procedure at board meetings

86 No valid decisions can be taken at a tward meeting uniess a quorum is present', the quorum for board meetings is two thirds charity trustees, present in person.

87 If at any time the number af charity trustees in office falls below the number stated as the quorum in clause 86, the remaining charity trustee(s) will have power to fill the vacancies or call a members' meeting - but will not be able to take any other valid decisions-

88 The chair of the organisation should act as chairperson of each board meeting ,

89 IT the chair is not present within 15 minutes after the time at which the meeting was due to start (or is not willing to act as chairperson), the charity trustees present at the meeting must elect (from arnong themselves) the person who will act as chairperson of that meeting. 90 Every charity trustee has one vote, which must be given personally. 91 All decisions at board meetings will be made by majority vote,

g2 If there is an equal number of votes for and against any resolution, the chairperson of the meeting will be entitled to a second (casting) vote.

93 The board may, at its discretion, allow any person to attend and speak at a board meeting notwithstanding that he/she is not a charity trustee - but on the basis that he/she must not participate in decision-making,

94 A charity trustee must not vote at a board meeting (or at a rneeting of a sub-committee) on any resolution which relates to a matter in which he/she has a personal interest or duty which conflicts (or may conflict) with the interests af the organisation; he/she must withdraw from the meeting while an item of that nature is being dealt with,

95 For the purposes of clause 94; -

95,1 an interest held by an individual who is "connected • with the charity trustee under section 68(2) of the Charities and Trustee Investment (Scotland) Act 2005 (husband/wife. partner, child. parent, brother/sister etc) shall be deemed to be held by that charity trustee;

95,2 a charity trustee will be deemed to have a personal interest in relation to a particular matter if a body in relation to which he/she is an employee, director, member of the management committee, officer or elected representative has an interest in that matter.

Minutes

96 The board must ensure that proper minutes are kept in relation to all board meetings and meetings of sub-committees-

97 The minutes to be kept under clause 96 must include the names of those present: and (so far as possible) should be signed by the chairperson of the meeting.

98 [The board shall (subject to clause 99) make available copies of the minutes referred to in clause 96 to any member of the public requesting them.)

99 ['The board may exclude from any copy minutes made available to a member of the public under clause 98 any material which the board considers ought properly to be kept confidential - on the grounds that allowng access to such material could cause significant prejudice to the interests of the organisation or on the basis that the material contains reference to employee or other matters which it would be inappropriate to divulge.]

ADMINISTRATION

Delegation to sub-committees

100 The board may delegate any of their powers to sub-committees; a sub-committee must include at least one charity trustee. but other members of a sub-committee need not be charity trustees.

101 The board may also delegate to the chair of the organisation (or the holder of any other post) such of their powers as they may consider appropriate.

102 When delegating powers under clause 100 or 101, the board must set out appropriate conditions (which must include an obligation to report regularly to the board),

103 Any delegation Of powers under clause 100 or 101 may be revoked or altered by the board at any time.

1 04 The rules of procedure for each sub-committee, and the provisions relating to membership of each sub-commlttee, shall be set by the board.

Operation of accounts

105 Subject to clause 106, the signatures of two out of three signatories appointed by the board will be required in relation to all operations (other than the lodging of funds) on the bank and building society accounts held by the organisation; at least one out of the two signatures must be the signature of a charity trustee

106 Where the organisation uses electronic facilities for the operation of any bank or building society account, the authorisations required for operations on that aooount must be consistent with the approach reflected in clause 105,

Accounting records and annual accounts

107 The board must ensure that proper accounting records are kept, in accordance with all applicable statutory requirements.

108 The board must prepare annual accounts, complying with all relevant statutory requirements; if an audit is required under any statutory provisions (or if the board consider that an audit would be appropriate for some other reason), the boatd should ensure that an audit of the accounts is carried out by a qualified auditor„

MISCELLANEOUS

Winding-up

109 If the organisation is to be wound up or dissolved. the winding-up or dissolution process wilt be carried out in accordance with the procedures set out under the Charities and Trustee Investrnent (Scotland) Act 2005.

110 Any surplus assets available to the organisetion immediately preceding its winding up or dissolution must be used for purposes which are the same as - or which closely resemble - the purposes of the organisation as set out in this constitution,

Alterations to the constitution

111 This constitution may (subject 10 clause 1 12) be altered by resoEution of the members passed at a members' meeting (subject to achieving the two thirds majority referred to in clause 46) or by way of a written resolution of the members.

1 12 The Charities and Trustee investment (Scotland) Act 2005 prohibits taking certain steps (eg change or name, an alteration to the purposes, amalgamation. winding-up) without the consent Of the Office of the Scottish Charity Regulator (OSCR),

Interpretation

113 References in this constitution to the Charities and Trustee Investment (Scotland) Act 2005 should be taken to include: -

113.1 any statutory provision which adds to, modifies or replaces that Act; and

113,2 any statutory instrument issued in pursuance of that Act or in pursuance of any statutory provision falling under paragraph 113.1 above.

114 In this constitution: -

114.1 •charity" means a body which is either a 'Scottish charity" within the meaning of section 13 of the Charities and Trustee Investment (Scotland) ACI 2005 or a •charity" within the meaning of section 1 of the Charities Act 2011 providing (in ether case) that its objects are limited to charitable purposes;

114.2 "charitable purpose" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.

Falkirk Council

Place Services

Invest Falkirk

Asset Management

Tenant Information Pack

Contents:

Introduction — page 3 FAQs - Pages 3 to 5
Key Contacts Pages 6 to 7

Our Commitments to you — Page 8

Business Falkirk — Page 9

Other Organisations Page IC

Tenant Information Pack — What it means to you

This information pack has been developed to help you understand your rights and responsibilities as a tenant. and our obligations as a landlord, under the terms of your commercial licence with Falkirk Cou ncil.

f you are new tenant, the information aims to highlight what you're responsible for while occupying the property. For existing occup•ers. it serves 05 a checklist to ensure you are keeping up to date With your statutory and licence obligations. Frequently Asked Questions — FAQs

HOW does a licence operate?

A licence •s a legally binding contract which ties both the tenant and the lend lord into meeting obligations. As a legal contract. conditions can be enforceable directly or through court action and failure to perform some material conditions contained in your licence can be grounds for the early termination of the licence itself, Normally the licence contains terms specific to the occupier such as the tenant's name, property address, date of entry, agreed term of occupation and rent, the agreed use and general conditions are specified in detail in the Schedule of Tenant's Obligations,

What are my obligations as tenant?

Below are examples Of obligations a tenant has:

- TO pay the agreed rent on time even if not asked.
- To use the property only for the purposes for which it is Jet, stated in user clause.
- To observe management rules in connection with any common areas such as car parking and service yards-
- To pay the property Business Rates.
- To arrange and pay for contents and public liability insurance
- To arrange and pay for all utilities
- To arrange and pay for their own telephone and broadband service where required
- To arrange and pay for their own security systems where required
- To maintain the property internally and externally to the landlord's satisfaction-

- To maintain a valid and current Gas Safety Certificate during occupation and provide the landlord with same at termination, ▪ To maintain an appropriate Asbestos Management Plan during occupation and provide the landlord with same at termination.
- TO maintain a valid and current Electrical Safety Certificate during occupation and provide the landlord same at termination.
- To meet legal requirements for carrying out Fire Risk Assessments. ▪ To meet legal requirements for the control Of Legionella.

Please note that some external charges are out with Falkirk Councils control such as Rateable Value, Small Business Rates Relief, VAT etc, are subject to regular updates and tenants should keep themselves updated on any changes in government legislation which could adversely affect them.

Win the Council repair anything which breaks down or wears out?

This will be subject to the repairing obligation within the licence, but generally, most licences are on standard Full Repairing and Insuring {FRI) terms, which Falkirk Council and other landlords use- On signing the licencer the tenant has accepted the property as being in good and tenantableconditio
From then on, all repair and maintenance obligations transfer to the tenant, In practical terms, an FRI licence is best regarded as a form of temporary ownership rather than a simple right to occupy, This means that for the period of the licente you have responsibility for the repair, maintenance, utilities and Other works or payments relating to the property.

In terms of building insurance, the landlord will arrange this and recharge the premium to the tenant. Consequently, any damage caused to the fabric of the building by an insured risk will be handled by the landlord and claimed back from the insurer. The tenant's excess as it currently stands is €250 and will be recharged the landlord.

What are Falkirk Council's obligations?

Prior to the licence commencing Falkirk Council as landlord will:

- Provide the building in a wind and watertight condition
- Provide photographic schedule Of condition that records condition at entry.
- Provide the tenant with an Energy Performance Certificate {FPC).
- Check and ensure the electrical systems are safe by providing an Electrical Condition Report

- Provide the tenant with a valid and current Gas Safety Certificate where applicable
- Provide the tenant With an appropriate Asbestos Management Plan. ▪ provide a legionella certificate

What are my main statutory obligations?

Every occupier of a Falkirk Council property has a duty to comply with a range of legislation. particular attention should be paid to the following:

- Health and Safety at Work etc, Act

- Health and Safety (Miscellaneous Amendments) Regulations
- Control of Substances Hazardous to Health (COSHH) Regulations
- Regulatory Reform (Fire Safety) Order
- The Control of Asbestos Regulations
- Gas Safety Management Regulations

What if want to alter the property?

If vou wish to make any alterations or additions to the licenced property internalb/ or externally, vou must firstly apply for written consent from the landlord and provide plans of the proposed alterations, Secondly, you should check whether or not need Planning Permission and/or a Building Warrant from Falkirk Council's Place Services (see Key Contacts}.

If you require any assistance with the above, please contact Falkirk Council Asset Management in the first instance at propertv@falkirk.gov.uk-

Licence Termination

The licence will be on a month to month basis. The licence can be terminated any time by either party given one month's written notice.

It should be noted that any request for consent for alteration will incur a fee payable to the landlord for granting permission.

Legal Advice

It is highly recommended that you seek independent legal advice prior to entering into any legally binding agreement.

Key Contacts:

Falkirk Council

MV Falkirk
www.falkirk.gov.uk
www.investfalkirk.com

Commercial Property — Asset Management
Tel - 01324 504999 Email:
property@falkirk.gov.uk

Strategic property Review
Email; StrategitPropertvReview@falkirk.gov.uk

Business Rates (NOR) - www.fa*kirk.eov.uk/services/business•nvestrnent/business-rates/

lei: 506966
Email: revenues9@falkirk.gov.uk

Assessor for Central Scotland - wwwsaa.gov.uk

Tel: 01786 892200

Email: assessor@centralscotland-vjb.gov.uk

Business Gateway (Grants, Loans, Advice) -
www.falkirk.gov.uk/services/business-investment/business-grants.aspx

Tee 01324 390960
business@falkirk.gov.uk

Environmental Health — www.falkirk.gov.uk/service&1YircJQt11±2U

Planning Permission & Building Standards - www$alkirk.gov.uk/services/glaoningtbuildine/

Building Standards; Email;
buildingstandards@falkirk.gov.uk lei: 01324
504748 Email: dc@falkirk.gov.uk

Police Scotland www.scatland.police.uk/contact-us/

Business property - oraøertvPfaIkirk,eov.uk el:
01324

Sundry Accounts - www.falkirk,,gav.uk/do-it-todav/nav/sundry-debtors.asax

Tel; 01324 506070
Trading Standards - www.fatkirk.qov.uk/services/law-licensing/trading-standards/

Travelling People's Officer www.faIkirk.gov.uk/services/people-communities/gypsy-traveller-sites.aspx

Tel: 01324 503853
Email: HousingNeeds@falkirk.gov.uk

Trade Waste - www.falkirk.gov.uk/services/bins-rubbish-recycling/trade-waste/

Tel: 01324 504422
Email: tradewaste@falkirk.gov.uk

Our Commitment to You

Our main offices are open from 9:00 am to 5:00 pm Monday to Friday. except for public holidays at Christmas, New Year. May and September weekends.

Asset Management Team Contact — 01324 504999 or property@falkirk.gov.uk

Helping us to get it right

If we are failing in the above, please contact [redacted]) in the first instance, his contact details are;

Tel: [redacted]
Email: [redacted]

If you are unhappy with the outcome, you can pursue the matter by writing to [redacted], suite 1B. The Falkirk Stadium, Westfield, Falkirk 9DX.

CVS Falkirk

We have also partnered with third sector organisation, CVS Falkirk. CVS can provide additional support and guidance to interested parties including:

- helping groups develop their ideas
- supporting and advising groups through the transfer journey
- building capacity, skills and resilience beyond the transfer

Please contact info@cvsfatkirk.org.uk

Other Organisations:

Emergency Contacts:

Scottish Power - www.scottishpower.co.uk/

SP Energy Networks - www.spenergvnetworks.co.uk(

SGN - www.sgn.co.uk/

Scottish Water - www.scottishwater.co.uk/Help-and-Resources/Contact-Us

Scottish Enterprise - www.scottish-enterprise.com/

Falkirk Delivers - https://falkirkdelivers.com/businesses/contact/get-in-touch/

Tel: 01324 611293

Email: info@falkirkde'ivers.com

Falkirk Council
Place Services

Invest Falkirk

[redacted]

•rie to: [redacted]

Sub Lieence

our Rlf: 073004

Date: 22 September

2025 Licensee

Rainbow Muslim Welfare Group SCIO

Sub licensee

Falkirk Thorrhill Community Hall scro SC047801

Subjects

ThornFill Communay Thornhill Road. Fakirk, FK2 7AE

Aaa ccnditionottlffl **Licence** On**behalf of and** H **j1111,truot.d by1h9UrJms.m** we offer to the □e-tr□ □**f!i**□**yanlhi;lfollOl'lring** c0t1dlUona.: LicenSea occupy end

1. Definitions end interpretation

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rneans aery day on whic;h clearing banks In Edinburgn eaqow Landon are open

"Date of Entry" meane Ot 2025

*Date of Termination" meang tie date upon which the LEenceU!ffl'!i

fnterast.. means interest on the sum In at 4% per above the base rato from to tiff* of theRoya Bank Scotland from the date that such is due for payment there no such date specified, the date of Emand for sum such gum is paid;

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..■ ■ ||| ■

■ ■ ■ ■ **FALKIRK COUNCIL** ■ ■ ■

COMHAIRLE NA H-EAGLAIS BRICE *L."!* ■ ■

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Appendix

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"Pan'"" mea'S he Lhensæ and he Sub Licerwee;

"Sub Licensee", Falkirk T_rnnhill Community Hdl SCIO having iE registered at Thornhil Community Hal', Th«rhill FUM, FK2 7AE

'Permitted Use" mæne the moviNm .a wnmunity hall fr community and re$reedonel Eite or the «wisatiop commmyor 'ecreational facilies, with me 6bJect im proving me conditims life fM thw persons fr whom the faciides activiües re primarily h*ended;

'Plan" meane dermnstratiüe plan antwxed to his offer;

•property" meers Thomhiil Commünlty Hefl stwwn outloed in red on me Plan; and

"S*edul• of Condidon• means the Sd'edule of condiöon annexed this offer.

1.2 In the LIOerwO. unless otherwise specified or the contut otherwise requires:

1.2.1 any reference to ons gender Includes au other enders;

1.2.2 word8 in the singular only include the plural and vice versa;

1.2.3 any reterence to V'e whole is to be treated as including reference to part of the whole;

1 .2.4 any reference to a person includes a nawral person, corporate or unirworporated body (whether or not having separate legal personality) and words impoing indMd• uais incluae corporations and vica vena;

1 .'2.5 any reference to a Clause, Schedu[p or Pen afthe Schedule iB to the relevant Clause, Schedule or Part aftt•w Schedule oft'e Licence;

.2.6 any reference to e statute or stgtutory provision jncl.uoes any subordinate legislation which is in force from time to time under thet statute or statutory prwieion:

1.2.7 am reference to eny stAtute, statutory provision or subordinate legation le a reference to It es "t is in force from time to time taking eccount of any amendment or reenactment;

1.28 eny phrase introduced bythe words "including", "inetuøe". "in pemcutar or any simi12f expression is to be constnzd as illustrative ony and is ngt to be construed allmiting the gendrauty af any preceding words;

1.3 The Parties agree that the Sub Licence is not a lease and does not confer anytenancy rights on the Licensee or Sub Eicencee

2. Duration

2.1 Licencs wilt comrrwnce on the Date of Entry end will continue from entry date to 31 R October 2025 and month to month thereafter until terminated etther Petty on delivering to the other

Appendix

Peny not less thin 28 days written notice to the effect tut they ere terminating me Licencs at fie expiry of the ped0d speelfled (n the notice.



2.2 At the Oate f Termination, the Sub Licensee WILL-

2.2.' temove tram tho Property with its whO(e equipment and other items, without tha need arty nqti•ce the Licensee, and

a. Payment*

The Sub ucensee paytne Licence FOO to the Licensee by equal installments In advanq on

3.1

1 dwofeaeh the first payment being due on of Entry*' resøactOftheperiod from the oate or Entryrothe neit payment datea and mocthty that;

The Licensee will "o share of echarge a 31% the running costs to Sun licensee tor the 3.2 duretion of the Licenca:

.2.1 all rates, tues. duties, levies, Chergeg. •egesstnents. mpositions and outgoings inaluding repairs maintenance and genera upkeep in good condition, whatsoever imposed on or in reggect Of the Property or on its owner occupier.

a-Z2 atl nsurance premiums øgyabae unagt the insuzanees effected by tna Licensor in reatim to the PropernjOnclLJding any sums Licensor to cornøuy with Clause S. 1 end any additional prengunisg«yable by reason otthe Permitted UGe); and

32.3 all coats incurred bythe Licensor in procuring the remadY Of arv bte.mth Of any ogation of Licensee under tt•æLicence.

3 Al surttg payable underthe Licence, ncluding the Licenca Fee, ue exclusive Of value Add*d Tax, it peyab'e, iG payable in addition in return a valid Value Added Tax invoice.

theUcence Fee not paid on the cue data; O'

.4.2 any atnereurne due DY thO Ltconseo ate not paid vmhin 10 guanesa etertne due e are

thenthe Licensee wil to the Licens« Interest on the outstanding money.

4.

1 The 5uo Licensee 'Be the Propertyforthc Permittee use gnu other purpose,

The Occnsee gives no warranty that:

4,2-1 tha progeny is guitabletoethe Permkled uae: or

Appendix

4.2.2 the use is wilt remain the parmitted use of thc Pvooerty withintneprow visions Of the planning other relevant egislation Com time totjme,

4.3 Tho licensee will not •o or permit to oe zone upon or connection witnthe Propeny anything which wmßd oe a legal or cause of dem•ge to the Licensor atneroccupiers of any nei$bouring premises or both.

.4 The LJceruee Will comply with:



4.4.1 au statutes, bye-taws and other reutßtions affecting the Property or the Licensee's use of the Property;

4.4.2 all obligations, restrictions, reservations and other conditions in the titles of the Pru*rty; and

4.4.3 all reasonable regulations which may be issued from time to time by the Licensor or its agents in rekation to Property, including in respect of health and setety. risk management and security.

s. IMemnity and Insurance

5.1 Liceheor will insure the Property against normal commercial risb in their full reinstatemem cost (subject to any excesses. Umitations and exclueJons imposed me insurers) and wiki "oduce written of such insurance to me Licensee on demand.

5.2 Sub Ucensee wilt indemnO• end keep indemnified the Licensor on demand from all üebiLity in respect of:

s.2.1 any injury to death of any person by reagon of arising out of the state end con ditiön of the PToperty or the use of the Properw by the Sub Licensee;

5.2.2 damage or loss which may be Etmered by any persons by reason of or arising out of the state end condition of ttE Property or the uee of the Property by the Sub Licensee;

5.2.3 any breach by the Sub L!censee of its obligations under the Sub Licence; and -

s.2.4 local authority rates and other cosis associated with the occupancy 01 the Property.

5.3 Thé Sub LiceriSee will take mgt insurance cover:

5-3.1 such as is neces*BIY tp gjve fuu indemnification to the Licensee in respect of the matters referred O at Clauses 5.2.1 and 52.2; and

5.3.2 against public tiabiUty in at the sum •ol El Million ior each end every cLeim,

and in both cases, will produce evidence af such ingurerwe to t'W Ltensor on demend.

5.4 Tl•w Sub Licensee Witt nm do anything which vitiates or makes voi or voideble any insurence potidy for the Property effected by the Licensor. or causes monies otherwiee payable under such pollcy to be irrecovereble or refused or withheld, an increased premium or Loading to be payable in respect of such policy.

5.5 ShöuLd the use or non-use of the Property eeuse any Increase in the cost of insuring the Propery or any adjacent premises of the Licensor the Licensee will on demand from time to time pay tp the Licensor the amount of any such increase.

Appendix

6. Sub -Licence

The granting of this sub licence permits the sub Licensee to use the 31% of the property in order to accommodate the existing user groups continued use at me days and time identified in the timetable in Appendix 1.

1

0.2 (Ecetueg is Ifable tor all' rates end other outgoings assocgate.d with this unit. However, the cost ofthese will be shared on equitable besis with sub Ucensea

e.a Both the licensee end tha aub Licensu witt hold access keygta the property

6.4 In in to mediate wi Jcensor will be e the ebSence cf both patties being ablo an matters. FeLkjrk Council as Liconsor Will step in to With the decisjon ot Caunel Officers being fin

5 The entitled to aesjgn its Interest 'Adertha Licence.

Early Terminøtiotx

7.1 8hy Gk.rns due under the sub ifinCltjdtngthO Licence Fee" or aw part otfitem ere not paid ohthe or

7.2 the Sub Licensee.taas to implement any Ot its other Oblüian$ under Licence: or

3 the Sub Licensee;

7,3.1 goos "to liquidation, receivership or adminiatratm

7.32 siOS a trust deed to' creditors, are •equestreted or enter g Urangement.

3.3 becomes insolvent or apperent1Y insotvent; or

7.3.4 iS. wound up Ot diSü.•ed.

then, in each cue, may, at AS option. at any time by mmng to the Sub LiNnsee terminate the SuO wHh effect frml the spvened rotice

4 Any notjce, request or cartilicate required me Ucence rntm be 'n writing and may be personauy , gr gent post tome relavmt.m

7.5 Any notice, demand, rcq'.nitpr ccrttf%iate will be deemed to De recesvea::

5.1 if delivered pgpsonawy, (with proof of delivery) the Ome at delivery; [a landl .5.2itsent by delivery past, 48 noursattertneaatgof posting; tano

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Appendix

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to the Sub Licensee fir any loss. illVy or damage Whb:h the Licaensee may sustain from a deficiency any part the or the death of Of injury to any p«son Of for □anuge to any or fw losses, claims. demands, actions, lfl!Q9,dagnages. costs or expenses or other liab'ity incurred by the Licensee in the exercise or purported exerc&e ot tt•w tights conferred on the Licensee the Licence-

Appa•dlx 1

9. Coi•

9.1 Each M the P%ties beer their OMI costs end expenæs In connection with the preparation and completbn oft* L%ence.

9.2 The Üceneee We Busine— wrtt•n demand me cosü of reøetedng • the ih tne of Council and Sesün Obtaining me •areca..

10. Conditions

10.0 RMWG are responsible for managi ng all booking arrengements for Saturday parties, community events, hell hire enquiries from Octlst and will require their own booking system to administer this.

10.2. FTP•IC hall lets are fully protected, A 15-minuta buffer on either side of all lets will be allocated for set up and tidy down. There will be no acceptance ot ectMties running over by either party and anything which prevents lets from setting up or closing down within their slot or the 15 min buffer will oe considered B breach of the sublet agreement.

10.3. Both parities they will ensure the spaces are cleaned and tidy after their use otherwise additional cleaning costs may be recharged.

10.4. The CCTI/ system remgins property of the FTMC. It will be disconnected for the period of the FRI license. Alternatively, if the RMWG wish to moke use of it. it cen be ranted it from us at monthly rate to be egreed. Ih either scenario the RMWG agree that there will be no recording in the main hall for any FTMC lets., RMWG ara responsible for registering with the ICO and ensuring required GDPR policies are place within 14 days ofthe FRI licence being signed.

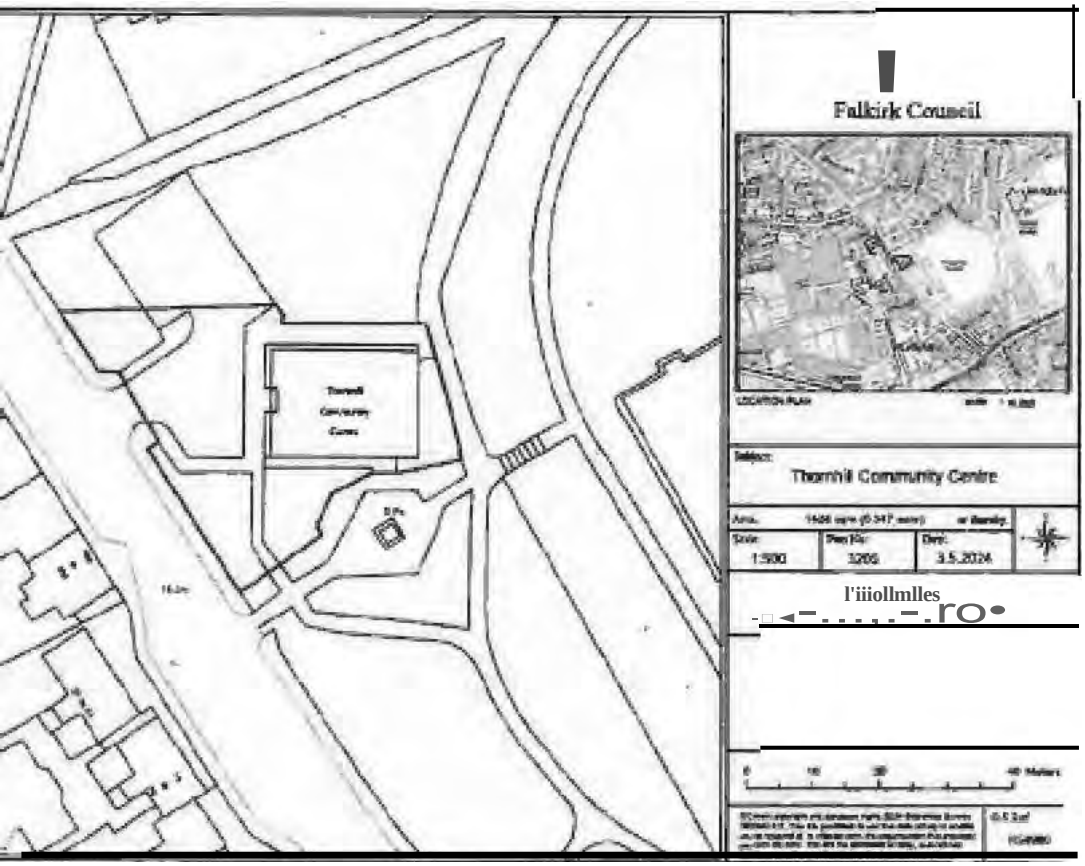
10.5. During lets access is included to the hell, kitchen, storage cupboards (private for each let), toilets, public areas end ottice space.

	Mondav	Tuesdav	Wednesdav	Thursdav	Friday	Saturdav	Sundav
08:30							
09:00	FREE	FREE	FREE		FREE	&Soul	FREE
09:30	FREE	FREE			FREE	rt	FREE
10:00	FREE	FREE	FREE		FREE		FREE
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FALKIRK COUNCIL

COMHAIRLE **COMHAIRLE NA 1-1-EAGLAIS BRICE e**

• **Place Services** t Falklra:*St*

Stadium. 4

– ---------- 9 E E Oit•GkSr•. Bennie **J** [redacted]

Licensee - Rainb* Muslim Women's [redacted] Group

Authoieed Signatory

Witness ..f.1/.?f.(,_f.gJ_(..!J.A.PM

Addrese

Sub Ucen•ee - Felid* ThornhlU Community Hau SCIO

Authorised Signatory [redacted]

Witness

FALKIRK STADIUM **Pia □ of slgninf**

[redacted] **•Fullname**

30/09/2025 **Date of signing**

le

COMHAIRLE

FALKIRK COUNCIL

COMHAIRLE NA H-EAGLAIS

BRICE

Ptacs SeNiæs I Falkirk 4 SädTum Way. Fal&k FK2 9EE I Director Malcolm Benn

Enquiries to [redacted]

FAO [redacted]

our Ref: 073004

Rainbow Muslim Women's Group SCIO SC04T758
Westfield Park Community Centre
Westfield Street
Falkirk
FK2 gox

Date: 22 September 2025

Dear [redacted]

Licence to Oc Oecopy — Tiaonjhiti Comrnun,lty Hall, Thornhdl Road, Falkirk. FK2 TAE

On behati Of and insttuetød by the Licensor we otter to allow Licensee to oecupy and use the Ptcpeny on following eanditi0"'VS!' . Definltions and interpretation

1.1'n the Ljeenee:

"Ancillary Rights* tnearvs all kitchen and towel tacüities, qxlures sod fittings the Property. all necessary tights ot access pedestrian and vehicular to end from the Property and the tight to use existitg sewers, drains, pjPOGt cables. corrections. water supply and all other services as are presenwy used connection with the Property,

"Bushess Day" means any oay on Which c*earb'jg banks in Edinburgh, Glasgow and Lon• don are open for normat buüle%

"Date Of Entry"' means Cl 2025

"Date of Termjnatåon" tnearts the crate which {he Licence terminates;

"Interest" means interest on the sum in questjon at 4% pet above the base rate from time to time the Royal Balk Scuard the date that such Sign is due fC$ payment or, is such date specified the oate of dernanC such sum until such sum is

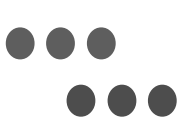
*Ucence" means the licence to occupy the Property constituted by thig offer and an duty executed fetters foÖosving on from it;

"Lleenæ Fee means sum ofC1268 28 pet c&ndar month comprÉing an occupancy foe Of and an msorance premium El 267.2B.

"L/eensee", Rainbow Muslim Women's Group.} SCIO

-I-iconøor" means Fa*jrk Council. constituted in te«ns ot Local Government Etc-1%01fä0djAct 1994 and having is principal offtoe at The Foundry. 4 Cerurai Park, Central Boule-vard. FKS 4RU ;

*'Parties" means the Licensor and the 1-Qs!ISoe•,



FAtt<IRK COUNCIL r_

COMHAIRLE NA H-EAGLAtS BRICE

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Fam

Termitted Us.e.. means the provision of a community for cornrrunity and recreational flie'S, or the arganisation cornrunty recreat!ISrwj fauliJes, the object of improving the conditions of life for the persons for whom the facwtaes or acCivai8$ are primarily intended;

"Plan" means the demonstrgWe plan annexed to this offer; wproperty" meats

TP.ornhA Conmunity shown outlined in red on the PING and

"Schedule of Condition" means the of annexed to this offer,

1.2 lntne Litence. otherwise specitaed the context otheMise requites',.Z.1any reference

to one gender f\t\Uckl5 aU.Qtl\etgenders;

1 .2.2 words airway only %1et1Bethe plur€t and•

1.28 arty reterence to whoce be treated asnclm!ifllretetenoe to gay otthe whole:

1,24 any reference to a person a natural pence', corporate or unincorporated body (whether or not separatg tegat personality) rtid'wordSimportjng jndiViOunts inc•ude vjee verss:

1.25 anytGfere1%eto a or Pnrtofthe Senedul'G is to the Clause, SchBdi.ile or part the Schedule Of the Licence;

,I.I:iBOY reference to statute statutory ineuzdes anysut,o,r,filr.e.te:t.egl!ltatlnn WhlCh twrt;e from time to time under that statute or statutory provision;

1·2.7 eny reference to statute. statutory provwon 05 SubOtdQnate j: a refer.f!!ne.etu It ag It is in from time to tjme takingeccount of amendment or ree nectmer%:

1.2,g any introdLE•ed OH the "include", "in or any iter expression is to be construed illustrative C%1ty and not to be construed as **!IltiIll:wr•** .era.flty of any veceding words;

1.2.9 **a IIOcurrtentwiU**be duly executed only bf it •mecuted such manner 8s meel$ the requirements af Sec«on 3 ane Sections and 9C o' me ReqlArementR 01' WrRlng (Sconan•d) Act '995: and

1.2 ,'0 whBve at any one time there gre two or more persons included the expression "Ll-•censee; obligations eontainee in the licence which are expressed to be made by the Licensee are severally on them their respective executors and rep'e:sentatives without necessity of liS.CU5Sing·fh.em j.□·tJrelf

1.3 The headings in the Litance ave ineuxfed for convenience and are 10 be ignored in con. styuing the Ljccnce,

2.

.1 SubBct to by the LicenseeWitt•t its obliBti,ons unaecthe Licente, the Licensor will permit Licensee te occupy and use the Propetty tot the Permitted use [together with the Ancillary Rights and] with all. necessary non-exclusive riÜ1t3 access to and egress from the property rrom/to the nignway lover tne oats, tootpetha and others subject to atl title conditions and res of whatever nature affecting it.

2.2 The Licensee will occupy the Ptoperty as a mete licensee anly and acknowledge that possession at the Property is retained by the Licensor subject to the rights created by the Licence.

23 The Parties agree that the Licence is not a lease and does not confer any tenancy riGht9 on the Licensee.

3. Duration

.1 The Licence wid commence on the Oate of Entry and will continue trom entry date to 31st Oc-tober 2025 and month to month thereafter until terminated by either Party on delivering to the otner Patty not less than 2B days written notice to the effect thet they ere terminating the Lieence at the expiry of the perifX' specified in the notice.

3.2 At the Date or Termination, the Licensee wilt

3.2.1 remove from the property with its whale equipment and Other items, without the need tor any notice trom the Licensor, and

3,2.2 Leave the Property in 2 condition ccngiStent "th compliance wlth tts Obligations under the Licence,

4. payments

.1 The Licensee will Day thC Licence FCC to the Licensor equal instalments in on 1dä',' Of each monthli the first payrnctll bOiOE due on thC Date ot Entry in respect Otthe petiOd trom the Date of EntrytO the next pgytn•ant deter and monthly attor that;

4.2 the Licensee will also pay for the duration Of the Licence:

.2.1 au rates, taxeR, duties. levies. Charges, assessrngntg. impositions and outeojngs Whatsoever imposea on payable in respect ofthe Property or on its owner or pccuoier;

4,22 Ell insurance orcrniums payable unacr the insurances effected by the Licensor in relation to the Property including any surns the Licensor nays to complywfih Clause 6.1 and any additional premiums payable by reason Of the Petrnitted usc); enc

4,2.3 costs incurred by tne Licensor in procuring the remedy ot any breach Of any Obligaticn of the Licensee under tno Liconcee

.3 All sums pay±te under the Licence, including lhO Licenee FCO, are of Valua Added Tax, which, it payable, is payable in addition in return for e velid Value Added Tax invoice,

4.4 If:

4.41 the Licence Fee iS not paid on the duc date; or

4.4.2 any other sums due by the Licensee ate not paid within 10 Businesg Days otter the due date

then Licensee will pay to the Licensor Irferest fie outstancfng money.

use

5.1 The Licensee use the Property for the Permitted use and for no other purpose.

.2 The Licensor gives no warranty that:

$2.1 the Property is suitable for the Permitted or

5.2-2 the Permitted use is or will remain the permitted use of the Property within the provisions ot the planning or other relevant tegjsuation trom time to time.

5.3 The Licensee Will not do or permitto be done upon or in cornection with the Property anything which would be a legel nuisence cause of demage to tne Licensor or the other occupiers of any neiOounng premises or both.

The Licensee Will compw with:

5.5.1 all gtntutes, bye-laws and other regtAations affecting the Property or the L*3engee's use of the Property;

5.4-2 ail Obligauons, restrictions, reservations and Other conditions in the titles or the property: and

.4.3ell reasonable regulations which may be issued from time to time by the Licensor or Its agents In relation to the Property, inclursng in respect ot hoatth ard sataty, rls management and security.

Indemnity and •nsuwence

6.1 The Licensor Will insure the property e@nat normal commercial riakæ in their full reinstatement cost (subject to any excesses, limitations and exclusions imposed by the insurerg) end will produce written evidence ot such Ensurence to the Licensee on demand-

.2the Licensee "'Ill inaemnity atw keep indemnified the Licensor on demand ftom ad liability in re5pect ot

6.2.1 any injury to or death of any person by reason of arising out gt the state end conditJon otthe Property or me use o' the Property by the r.jcenseo;

6.2-2 dam* or loss whiCh may be suffered by any persons by reason or out Of the state and condition of the Property or the use of the Property the Licensee; 6-2.3 any breecn oy the Licensee ot its gbUB8tions ender the Licence; and

62.4 local authonw rates otner casts associated Witn tnc occupancy or thC property,

6.3 The Licensee Will take out insurance cover:

6. 3.' such as Is necessary to give tull indemnltjcatianto the L.jcensor in respect of t,he mat. ters referred to at Clauses 6-2.1 6.2,2i and

.3.2*inst public liability in at leastthe sum Of El Million for each ane etaim,

and. in both cases. will produce written evidence af such insurance to the Licenso« on demend.

6.4 The Licensee will not do anything which vitiates or makes void orvaideble any insurance POåiC'Y for the Property effected by the Licensor, or causes monies otherwise payable undersoch policy to be irrecoverebie or refined or or an increased premium or oading to be payee me in respect Otsuch policy,

6.5 Should the use or non-use Cf the Property cause any increase in thC cost Of inst-ring the Prop• enj' or ary adjacent premises ot the Licensor the Licensee will on demand fram time to time pay to the Licensor the arnount ot any such increase.

Sub •Licence

7.1 The granting Ofttlis licenee is condition—I to theticgnsee granting a sub licence to Falkirk Thornhid Community HEIL (FTCH) on terms to be agreed betv•een the two parties, including eree Of let, times etc, clarity the sub-llcence confirm —

- Accommodation to be tet (not then or thereoy Of the properwl
- Times Of let
- Shara Of CC$tS associated with let

7.2 The licensee is Liable for retes and Other outgoings associgtgd with 'this unit. However, the cost otthese will oe shared on en eguitBOIe desis with FTCH .3goth the licensee and the FTCH will hold access keys to the property

.4 In the a,bsenee Of both pertiää bäing äbLe to agree on met.tersi Fälkitk Council as Licensor Will step •n to with the aecisJon 0T Council. Officers final. .5ThC Licensor will be entitled to assign its interest undet the Ucence,

Condition

1The Ljcengee accepts the Property in its present conditjon evidenced by the SChedul.e Of Condition being fit in ell respects for tne PermittedUse.

The Licenseewill:

.2.1at its own cost, repair and maintain the Propertyin the condition as evidenced bytne Schedule of Condition so that it is at all times in at least such condition and, When necessary, butOf'ly in 80 fer as required to maintain the Property in such condition, renew end rebuild the Property (other than damage gauged by risks ageinat which the Licensor has effected insurance except ta the extent its insurance nes oeen invalidated by tne Licensee or those for Whom they are responsible); and

8.22 leave the Property in such condition at the Date of Termination, all to the satisfaction ot the Licensor (acting reasonably),

.3 It tne Licensee tails to carry out any worxs to the Propertytor whicn it is responsible in terms Of the Ljcence ener a Mitten demand has neen mace by the Licensor, the Licensor may carry

out such works (without pteiudice to Other tights including its rights ta terminate the Licence) enc tne Licensee pay to the Licensor on nemanti tna whole proper ecsts incurred by the Licensot in so doing. together with Interest.

.4The Licensor will have np Liability to repair. maintain, renew ot replace the Property,

9. Alterations

9.1 The Licensee Witt not carry out any alteretions gr additions to the ProoetW without the prior written approval Ot me Licensor Ltwhlch will not be unreasonebly withheld ot oat-eyed regpect Cf internal non-structurel Eltetations onlY)l.

92 To the extentrequested bythe Ljeensor. the Licensee '"Il rernove any *terations end additions carti«3 outb%' it reinstate tha Property at the Oate ot Termination to the condition tneywere in before gueh Etterations end.(Ot additions were mad6„

10.

When access to the prope-ty, me Licersor will, and will procure that any Other pæties exereiGitng such cfaccess

10.1 cause minimum intorretencg reasorwbly practicable with the Licensee's use Of the Property end

0.2make goad tn the Licensee's satisfaction (acting easonably) any damage caused to the Property and the riCensee•s ana fittings.

1.Registration

Tha Licensor will:

1.1register Licence in the Books of Council and Session for registration preservation and executions,

11.2 order two extracts; and

11.3 deliver one Ofthe estractS to the Licensee {Or its SOOCitOtS on its bcnato as soon as reasonably practicable following receipt of the extrectg,

EaTermination

12,1 any sums due the Licence flincluding the Licence Feen eny part Of them are not paill on the dates; or

12-2 the Licensee tÄiIS to implement any of its other Obligations under the Lbconce; Of'

12,3 the Licensee:

1231 goes into liquidation, receiversnip or administration;

1232 signs a trust deed for creditors, are sequestrated ot enter t roluntary arrangement.

123.3 becomes inscåvent or apparently insolvent; or

12.3.a is up or dissolved,

lhel\in each case, the Licensor may. at its ootion, at any time by notice in writing to the Licensee terminate the Licence with effect from the specified in the notice but reserving to Licensor its of action in respect of antecedent breach of the Licensee's oblations.

3. Notices

3.1 Any notice, demand* request or certificate required under the Ljcence must ba in writing and may be delivered personally or sent by past to the televant Party using the relevant details specified in Cluee13.3.

3.7Any notice, demand, request Ot certificate be deemed to be received:

13.2.1ifdelivgtad personally. (with proof QtdeUveryj at the•time ot delivery; [and]

13.2-2 if sent by recorded delivery post, hours alter the date ot posting; tend

Provided that if. in the case of personal delivery, such delivery ot occurs outwitti ncemal business hours a Business Oay or a %+ich is not gosinass Day. delivery will be deemed to OCCtr on the next Business Day. 3.3.The details referred to in Clcwse 13.1are:

The Licerzor-Faikirk CouM;il

Address: The Falk*k Stedium, 4 Stadium Way Fa*irk FK2 gEE

For tie attention of: Director of Place Setvjces

The Llc«isee- Raintxjw Muslin Women's group SCIO

Address Westfield Street. Falkirk, FK2 9DX

For me n of-: attention Of:

Ot such 111dc;lre.Q$, 9f □nas other may be notified in from time to time by the relevant Party to the ott•er PUty far the purposes of this Ciause with both P&ties being obliged to notify the other Parry within 14 days of any change of Office bearer or notice address as the case may be.

-'· No Liability

The .loons.oft!snot nabbe to the Licensee for any loss, darr. Which the Licensee may suste#I tram a deficiency in any part of the Property or the death of 10 any person orfor damage to any propeny otfor any losses, claims, demands, actions, proceedirv. jamages, costs expenses or other iability incurred by th,e Licensee in the ex«cise oc purvnrtad exercise Of tne r•tg conferred the Licensee under Licence.

15. General

15.1 Neitnertne Licensee northe Licensor will be btwrxi by eny ecceptance of this offer or any other lettec gur!ISortjngto torm patt Ofthe Ljcence or any aenendrnentor variation ofthe 'icence unless it iSdl.nygxecuted.

5,2The Licence represents the entire 08teement between the Parties relatingto the licenca Ofthe Property and supersedes any prev•ous agreements between the Parties relatingto it. Neither of the parties has baen induced to enter inta the Licence on account Otany prior werrentigs or representations madewhich gre not embodied in the Licence and no representation, wuranty or undertaking ot any descript'on in respect ot tha Property, whether in relation to title. state Of repair. compliance statutes or otner matters. the existence ot local authority or

other proposals or orders, or otherwise, is even in the Licence except insorar at all) as expressly stated in the Licence.

15.3- -The Licence does not create any rights in Of thitd pertjgs under the Contract (Third Party **Rfgtits)** (Scotland} Act 2017 to enforce otherwise invoke any provision Ofthe Ljcance.

16. Costs

$.1Each the Pertiegwlll beatthejr own eostS and expenses in connection with the preparation ano ottne Licence.

16.2 The Licensee witt pey 'Mthin Business Days after wrnten demand the costs ot registering the Ucgnce in the Books ot Council and Sesson and obtainingtha extreats.

17. Proper Law and Prorogation

The Lieence end the rights obligations of the licensor did fre Licensee are governed by and are to be construed in aeootdance Wah the law Of Scotland and the Licensor and the Licensee are deemed to have to *ubmlt to the egeusive jurisdiction at' me Scottish courts,

18. Consent to Registration

The Parties consent to registraoon of tha Licence for preservation and executi0.n_

19. Time Limit

This Offer mess previously withdrawn open f« written acceptance reaching us here no later than October 2024 failing which it be deemed to rave been withdrawn.

1.. Falkirk Couneil
Signatory

[redacted]

The Foundry Control Kerse Lane FK5 4RJ

Rainbow Women"t!lMusllm Group smo

Signatory [redacted]

RR STADIUM Place of signing

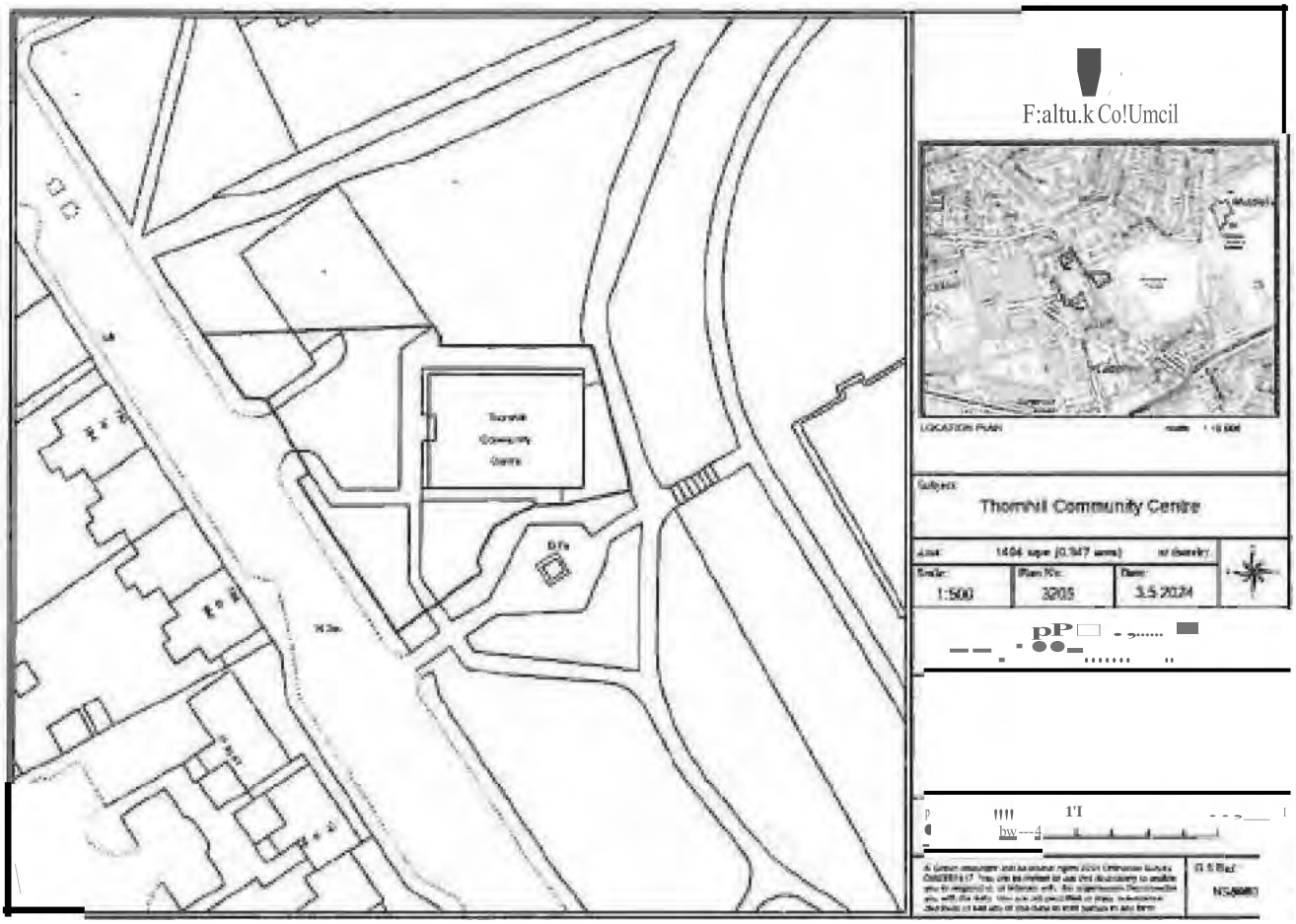
[redacted] Full name

/ 2025 Date of signing

COMHAIRLE
Place Services | Falkirk St
FALKIRK
CQLJNCIL

COMHAIRLE NA H-EAGLAIS BRICE

Stadium INay. FKZ SEEOitector:


F:altu.k Co!Umcil
LOCATION PLAN
Thornhill Community Centre
1:500
3205
3.5.2024

	Monday	Tuesd*f	Wednesday	Thursdav	Friday	Saturday	Sunday
0800				HattbSens			
og:oo	FREE		FREE		FREE	rt & Soul (monthly}	FREE
09:30	FREE		FREE		FREE	rt & soul (rronth(v	FREE
1000		FREE		act beeps		rt & 50ul (month!}'	FREE
10:30	FREE	FREE			FREE	rt Soul	jup
11:00	Zumba Gold	David Vaulds biusic	Zumba Cold		FREE	rt & Soul (moiithiv)	Church Giöup
11:30	Zumba Gold	David Faullds Music	Zumb& r:cld		FREE		Group
12:00	Zumba Gold	David raulds Music	Zumba			FREE	hunch Groups
	FREE	FREE	FREE		Clubhoose		hutch Croup
13:00	FREE		Headway		Celerioma Clubhouse	FREE	hutch Group
	FREE	• /edoni•	Headway	Hart beeps	Cluhho.ß@	FREE	hurch Group
14m	FREE	berlonia Cluthou•ß	Headway		C.'l•ccioma Clubhoose	FREE	hutch Group
14:30	FREE	jed0t)iii Clubhoæe	Headway			FREE	hurch Grqup
	FREE		Headway			FREE	hursh&tou
15:30	FREE		FREE	Df!beeps		FREE	
	FREE	FREE	FREE		FREE	FREE	FREE
16:30	FRÉÉ		FREE	FREE	FREE	FREE	FREE
		FREE	FREE	FREE	FREE	FREE	
17:30	FREE	Kettlecise S:45pm	FREE	FREE	FREE	FREE	
18:00		kettlecise	FREE	FREE	FREE	FREE	FREE
	FREE	Kettlecise to 6:45pm	FREE	FREE	FREE		

19M			FREE	•Group	FREE	FREE	FREE
1930	Mind	rmrrnth{i/		Zumba	FREE	FREE	
20:00	atori Mind		FREE	Zumba Group	FREE	FREE	FREE
20:30	Satori Mind				FREE	FREE	
2.1 m	Satori Mind				FREE		
21:30	atori Mind		PREE		FREE	FREE	FREE
22:00	at n Mind . FREE		FREE		FREE	FREE	FREE

[redacted]

[redacted]

30-9-25

Enquiries to: [redacted]
Telephone: [redacted]
emr[redacted]:ef::0730[redacted]

Falkirk Thornhill Community Hall SCIO
Thornhill Road
Falkirk
FK2 7AE

Date: 17 September 2025

Dear Falkirk Thornhill Community Hall (SCIO)

Licence of Thornhill Community Hall, Thornhill Road, Falkirk

I refer to your interest in taking on a licence over the above property and can confirm that Falkirk Council is prepared to lease you the above unit, subject to the following main terms and conditions: -

i) Tenant; Falkirk Thornhill Community Hall SCIO

2) Entry: 11ilOctober 2025

3) Rental: El per month

4) Sub-licence: The granting of this licence is conditional on the Licensee granting a sub licence to Rainbow Muslim Wotmen's Group (RMWG) on terms to be agreed between the two parties, including area of let, times etc. For clarity the sub-licence will confirm

i) Accommodation to bo let ii) Times or lets
iii) Share of costs associated with the let

5) Rates: The licensee is liable for ail rates and other outgoings associated with this unit- However. the cost of these will be shared on an equitable basis with RMWG

6) Key Holders: Both the licensee and RMWG will hold access keys to the property

7) Duratiom Monthly basis

8) use; Community Hall for community purposes

FALKIRK COUNCIL • •

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EAGLAIS BRICE

Stadium. **4** Stadium **Nay.** FR2 gEE **Oirecb2r:Malrofm B**

9) Mediation: In the absence of both parties being able to agree on matters, Falkirk Council as Licensor will step in to mediate with the decision of Council officers being final.

lO)Repairs: This property is let on a full repairing and insuring basis with the licensor insuring the fabric of the building and recharging the premium to the licensor

I trust the above outlines the proposed terms and conditions and, in this regard. I look forward to receiving your written agreement.

Yours sincereEy

[redacted]

"Thi* correspondence is not to form of e contract and any proposed transaction i' subject to conck"ion of formal missives."

THORNHILL COMMUNITY CENTRE_ OPERATIONAL RULES & CODE OF CONDUCT

Adopted for use by the Principol license Holder fRMWGJ — 27tv February 2025 presented to

FTCH for acknowledgement ond day-to-day use.

Introduction

Fallowing mediation meeting between the parties, it was recognised that a Structured set Of operational rules would help ensure clarity, stablity and fairness in the shared use of Thornhill Community Hall. As no jointly produced document materialised after those discussions, RMWG has prepared and adopted this convehensive framework in its capacity as Principal Licence Holder. These rules provide clear procedures and boundaries for day-to-day management and are issued to FTC* for acknowledgement and use-

1. Licence Hierarchy & Authority

1.1 RMWG is the principal Licence *Older for Thornhill Community Hall. FTCH is a Sub-Licensee whose rights derive from, and are conditional upon, the Principal Licence.

1.2 RMWG retains final operational authority over safety. security, compliance, building systems, timetable integrity and protection of the property,

1.3 FTC'* has no audit. supervisory or managerial authority over RMWG, Attempts to impose parallel oversight or administrative burdens are not permitted,

1.4 60th parties will cooperate in good faith and in accordance with these rules-

2. Access, Keys & Security

2.1 Keys and cades may be used cnly fcr authors-ed lets and activities.

2.2 Changes to locks ar codes require 48 hours' notice to beth parties, unless emergency security concerns necessitate immediate action.

2.3 A shared key-holder register will be maintained and kept current.

3. Use of Space, Booking & Buffers

3.1 Space/use allocation remains RMWC and FTCH31%.

3.2 A shared calendar must be used for all bookings and operational visibility.

3.2 Mandatory buffers: a 15-rninute buffer must be observed before and after let. Backto-sack bookings without buffers are non-compliant.

3.4 RMWG may access the premises during FTCH lets for essential manaaement duties and will minimise disruption.

4. Financial Responsibilities & Evidence Standard

4.1 ETCH will contribute 31% af legitimate running costs, including utilities, cleaning, shared insurance elernents and other outgoings under the Principal Ljcence,

4.2 Evidence standard.' RMWG will provide copies af supplier bills covering the relevant period (showing period, meter readings, standing charges end usage). This constitutes full evidential sufficiency for validation of recharges.

4.3 ETCH has no right to audit RMWG. There is no entitlement to internal accounts. unrelated E*lling periods, supplier contracts or internal governance docun•.ents.

4.4 standing charges are payable regardless af temporary heating interruptions. usage charges may be pro-rated where appropriate.

4.5 Cleaning is a shared outgoing. Routine cleaning IS shared at 69/31, Additional cleaning attributable to a party may be recharged to that pert}.

4.6 Payment terms; 30 days fram the date the evidence is provided, unless otherwise agreed in writing.

5. Facilities Management (Heating, Building Systems, Broadband, Cleaning)

5.1 Heating management: RMWG manages buildine heating and will ensure reasonable temperatures during all lets. A 60-minute pre-let check and a 15-minute final confirmation Will be undertaken for FTCH protected lets. FTCR will be given read-only visibility Of the heating schedu'e for its protected lets and a same-day operational contact for urgent adjustments.

5.2 Building systems: Where Council approval is required far alterations ar upgrades smart thermostats), RMWG will hold or obtain such approval, ETCH has no tight to operate or alter building mantral systems.

5.3 Cleaning: RMWG wili contract cleaning services. FTCH Will receive a simple monthly summary line indicating routine cleaning and anv additional cleans,

5.4 Broadband: Each party maintains and pays for its own broadband connection as required for its operatiors,

6. Data Protection, CCTV & Privacy

6.1 RMWG and FTCH are separate Data Controllers. Each party remains responsible for cornpliance With applicable data protection laws far its own processing activities.

6.2 Internal documents are not shared, Neither party is entitled to the other's DPI.Ai internal policies, retention schedules, internal or CCTV governance documentation unless required by law or expressly agreed in writing.

5.3 RMWG must know which group is present in the ha" at any tome to fu/fil Its responsibilities as licenoe holder, RMWG does not require or hold personal data on FTCH's individual attendees.

6.4 CCTV: Each party that operates CCTV must meet legal requirements (e.g., signage and registration, where applicable}. Neither party may access, copy at interfere with the other'S system Without consent or legal obligation.

6B safeguarding: concerns must be reported to RMWG with date/time and location 50 that CCTV footage can be reviewed proportionately, subject to the rights and freedoms Of others.

7. Communications Protocol

7.1 Operational communications must use designated email addresses/phone contacts,

7.2 Repetitive, aggressive or duplicative correspondence that disrupts operations may trigger the anti-harassment provisions (Section 81.

8. Anti-Harassment, Vexatious Conduct & Overreach

8-1 The following behaviours are prohibited: serial or repetitive demand letters without new grounds; excessive administrative or audit-style demands; misuse of GDPR to compel disclosure at internal documents; attempts to supervise or override RMWG's role; refusal to observe buffer/timetable rules; and legal-style intimidation intended to disr143t operations.

8.2 Remedies far breach: written notice; governance meeting; escalation under the dispute pathway; end* where necessary. temporary suspension of non-essential cooperation until resolution.

g. Dispute Resolution

9.1 Steps: written notice specifying the issue and proposed remedy; (2) meeting within 10 working days; (3) referral to the Council far mediatiati if unresolved. Service delivery continues while a dispute is in progress,

10. Safeguarding

10.1 Safeguarding concerns must be reported prompt"/ to RMWG with sufficient detail (date/time/locationl. RMWG will review, including CCTV where lawful and proportionate.

11. Review & Amendment

11.1 These roles mav be reviewed innually or as required to maintain effective and lawful operation.

12. Adoption & Implementation

RMWG has adopted and implemented these rules with immediate effect and invites FTCH to acknowledge and operate Within this framework.

MEMO TO FALKIRK COUNCIL

Subject: Summary of RMWG's Position, Operational Governance Framework, and Request for Council Acknowledgement

Date: February 2026

From: Rainbow Muslim Women's Group SCIO (RMWG) — Principal Licence Holder

To: Falkirk Council

I, Purpose of This Memo

This mema summarises:

- RMWGs position os Principal Licence Holder
- Why RMWG established a formal set of Operational Rules
- The oøetational challenges that required structured governance
- The need for Falkirk Council to acknowledge the approach and the framework adapted

This draws on RMWG's consolidated response letter to Falkirk •mortihill Community Hall SCIO (FTCH) and the Operational Rules adopted on 27 February 2026,

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2. Background and Context

8MWG completed a full review of the issues repeatedly arising between RMWG and FTCH. As part •f that review, RMWG consufted Falkirk Council to ensure alignment with licensing Obligations and expected govemance practice.

Following the earlier mediation meeting, it was agreed in principle that a structured operationat document was needed to ensure clarity 5tabäity, As no jointly produced emerged, RMWG has now prepared and adopted e comprehensive set of Operational Rules-

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3. RMWG's Licence Responsibilities and Authority

The Operation,d Rules reflect the licence hierarchy:

- RMWG is the Principal Licence Holder for Thornhill Community Hali,
- FTC* is a sub-licensee whose rights are conditional upon—and subordinate to—the Principal Licenee.

RMWG retains final decisioo-ma*ing authority over:

- safety and security
- legal compliance ▪ building systems {e.g.. heating, access control) ▪ timetable integrity ▪ protection of the premises

ms authority sterns directly from the Principal Lieence issued bf FBI*itk. Cotncil.

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4. Why RMWG Established the Operational Rules

4.1 To resolve repeated operational disputes

The lack af shared framework resulted in recurrine disagreements reearding heating, lets. access, cleaning, and other building management issues.

4.2 To prevent attempts at overreach by FTCH

FTC" expectations had begun to exceed their role as 2 sub-licensee, including attempts at supervision, oversight. or imposing administrative burdens on RMWG,

4.3 To protect RMWG from inappropriate GDPR and audit demands

ETCH repeatedly reqtnsted documents they are not legally entitled to (DPIAs, internal legs, policies. internal governance papers}.
RMWC and ETCH separate Data Controllers, and these materials are not shared unless required by law,

4-4 To ensure consistent* lawful, and non-disruptive communication

The rules introduce a ommunications protocol due to repetitWe or escalatory correspondence.

4.5 TO provide a clear dispute-resolution pathway

Disputes must now follow a structured three-stage precess: clarification -i meeting council mediation,

4.6 To protect community service continuity

Past conflicts risked service disruption, which the Rules now prevent through structured processes-

5. The Operational Rules — Purpose and Effect

The Operational Rules adopted by RMWG on 27 February 2026:

- provide c}arky and predictability for both organisat'ans ▪
  set transparent financial evidence standards

- define clear boundaries for data protection and CCTV
- confirm operational expectations and access rules
- codify safeguarding procedures
- orotect against harassment, vexatious conducts and administratøve overreach
- ensure RMWG can meet its obligations underthe Principal Licence

They are issued to FTCH for operational use and acknowledgement

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6. Why Falkirk Council Should Acknowledge This Framework

RMWG respectfully requests Falkirk Council ta formally acknowledge:

1. RMWGs authority to adopt and implement these rules
   As the Principal Licence Holder, RMWG is responsible for ensurins lawfu', sefe, and stable operation of the Hall, The rules directty these obligations.
2. That the Operational Rules are consistent with the Council% expectations They ensure compliance with: ○ the Principal Licence ○ health & safety duties e, safeguarding responsibilities ○ appropriate governance standards

3- That the rules address gaps left after the mediation process
Council acknowledgement confirms that BMWC acted ppropriately when no jointly dratted document err,erged

4. That the rules provide necessary ramework to reduce conf"ct
Without structure now in place, operational disputes were escalating unnecess•il'i' and often reached the Council informally without a proper prior process. 5. That the rules protect the Council's asset dy strengthening; o security ○ building system. governance ○ accountabihty o safeguarding compliance
6. That FTCH is expected to operate within this framework
Acknowledgement helps ensure FTCH respects: c, the licence hierarchy c, evidence standards c, communication rules
a dispute pathway n boundaries around date pratection and CCTV

Council acknowledgement reinforces stability and prevents rmsose ofthe Council" name or authority in operatjond disputes-

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7. Conclusion

RMWG has acted reasonably, proportionately, and in eccordarre with the Principal Licence in adopting these Operational Rules. They are necessary to:

- ensure lawful, safe, and stable hall operations • reduce disruptive behaviours • clarify responsibilities protect the Council's asset• prevent further escalations• ensure community receives uninterrupted service

RMWG invites Falkirk Council to formally acknowledge the Operational RWes and the rationale behind them, in order to support structued, responsible joint use of Thornhi' Community Hall going forward.

Enc,

Final Letter- 2792.26

- Operational Rues - 27.226 (final)

E3 Falkirk Council clarification regarding licence responsibilities, running costs and recharge obligations

HiVTMC

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There is no requirement for RWMG (the licensee) to seek consent from FTMC (sub-licensee) for any matter that pertains to the running of the hall. This also includes the fitting of the Hive System, the carrying out of repairs etc

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Asset Management
Investment. Assi 'ftvesv,nwn, Asse;0 Clinuve
V-"irk Council

E4 — Schedule of Shared Running Costs and FTC" Contribution Liability

purpose

This document provides a summary of the shared running costs incurred at Thornhi!l Community Centre during the period Of shared occupation between Rainbow Muslim Women's Group SCIO ("RMWG") and Falkirk Thornhill Community Hell SCIO ("FTCl•r).

Background

Under the Principal Licence and Sub-Licence arrangements, FTCH was responsible for contributing 31% of agreed running costs associated with the operation of Thornhill Community Centre, RMWG, as Principal Licence Holder, continued to administer and meet the costs associated with operating, maintaining and managing the facility, subsequently recharging ETCH in accordance with the agreed arrangements.

Following disputes regarding liability and payment, Falkirk Council officers provided clarification regarding the operation of the licence arrangements and confirmed that FTCH remained responsible for contributing a 31% share of the relevant running costs.

Summary of Shared Running Costs

The figures below represent expenditure incurred in [he operation and maintenance Of Thornhill Community Centre between October 2025 and August 2026 whilst the parties occupied the building under the Principal Licence and Sub-Licenee arrangements.

During this period, RMWG continued to meet the costs associated with operating the facility, including utilities, cleaning, insurance, internet services, repairs, maintenance, statutory checks and other necessary running expenses.

Description	Amount
Total Running Costs Incurred	E13,248.6S
FTCH Contribution Liability (31%) 4107.08 Payments Received ftorn ETCH E217,89	
Outstanding Balance by ETCH	E3,889.19

The ETCH contribution has been calculated in accordance with the allocation set out within the shared occupation arrangements,

Additional Costs Met Solely by RMWG

For completeness. RMWG notes that a number of costs incurred during the shared occupation period were not included within any recharge calculation and were met entirely by RMWG„

Item	Amount
CCTV System	€349,99

Kettle	€72.25
Microwave	E13000
Flower Pots	E2a5.oo
Bathroom Equipment	E64.OO
Total	061.24

These costs were incurred for the benefit of the facility but were not included within the invoices issued to FTCH. Accordingly, the above figure is entirety separate from the FTCH contribution liability referred to above and has been funded directly by RMWG.

Relevance

RMWG does not present this document to invite the Review Committee to determine any financial dispute between the parties. Rather, this schedule provides evidence of the practical operation of the shared occupation arrangements and demonstrates that RMWG continued to meet substantial operating costs associated with Tharnhill Community Centre throughout the period of joint occupation.

The issues surrounding recharges, cost-sharing arrangements and payment obligations tormed part of the wider operational and governance difficulties encountered during attempts to establish collaborative working between the parties, The schedulc is therefore included as evidence of the practical challenges experienced during the operation af the shared governance model and the efforts required by RMWG to maintain the continued operation of the facility.

Post-Mediation Report

This report records the outcome of a mediation held between two community groups. It is intended to provide an impartial summary of the process, any agreements reached, and any follow-up actions. It should not disclose confidential discussions from private sessions-

1. Mediation Details

- Case Reference: SM05246
- Date of Pre-Mediation Meetings: 07.07.2026 (RMWG) and 08.07.2026 (FTCH)
- Platform; Teams
- Date Of Joint Session (in person): 09.07.2026
- Venue: Forth Valley College, Falkirk • Mediator: [redacted]
- Report Date; 10.07.2026

2. Community Groups

Group Name: Rainbow M L.•slim Womens Group (RMWG)
Representative(s):— Role(s): Chair and Supporter

Group Name: Falkirk Thomhill Community Hall (FTCH)
Representative(s): [redacted]
Role(s): Chair and Secretary

3, purpose Of Mediation

Falkirk Council have requested mediation between both groups to identify whether they can coElaborate on the Community Asset Transfer af Thornhill Community Centre.

4, Mediation Process Followed

- Opening session and introductions completed. Ground rules and confidentiality explained.
- Each group presented its perspective,
- Joint discussion facilitated.
- Options for resolution explored.
- Closing session completed

5. Topics Discussed

- Topic 1; The awarding of the FRI licence,
- Topic 2:The subsequent relationship between the two groups.

Topic 3; Specific concern5 between the two groups. Topic4: Identification of joint unmet needs.

- Topic 5; Consideration of how to progress forward.

6. Outcomes

13 Full agreement reached

☐ Partial agreement reached

X No agreement reached

O Further mediation recommended; although not explicitly recommended further mediation sessions remain available if bath parties felt continu•ng discussions would be beneficial.

7. Mediator Observations

Both groups appeared to enter into discussions, both during individual pre-mediation meetings and in the joint session. With the willingness ta participate in the mediation proces and seek a pathway forward, There were concerns from all the participants that their lived experiences since the awarding of the FRI licence would make progress difficult. Ultimately, despite some understanding of the other groups' difficulties, and mutual similarities, they were unable to unify in the vision of a joint collaboration to secure the Community Asset Transfer of Thornhlll Community Centre. It is noted there was a disconnect between parties on how best to proceed fol'uwing mediation,

8, Confidentiality

This report records the mediation process and outcome, alongside the mediator' 5 impartial observations. Confidential information from private meetings, which includes the pre-mediation meetings and joint session remains confidential unless all relevant parties* consent or disclosure is required by law.

g, Sign-Off

Name: [redacted]

[redacted]

Mediator Name.

Signature:

Date: 15.07.2026

RAINBOW MUSLIM WOMEN'S GROUP

RESPONSE TO PUBLIC REPRESENTATIONS

COMMUNITY ASSET TRANSFER REQUEST THORNHIU COMMUNITY CENTRE

2. Introduction

Rainbow Muslim Women's Group {RMWG) welcomes the opportunity to respond to the public representations received by Falkirk Council in connection with our Community Asset Transfer (CAT) application for Thornhil' Community Centre,

Representations form a key part of the statutory process under Part S of the Communiti Empowerment (Scotland} Act 201S- We recognise that community assets are of deep

importance to loca) people particularly to those who rely on them for connection, wellbeing and support. Our response is intended to assist the by setting out relevant contexts evidence and clarification in a measured and constructive wat',

Our approach throughout is; e

respectful of lived experience;

• grounded in fact end evidence;

• focused on matters relevant to the Council's statutory duties; and

• forward-looking rather than conflict-driven.

This response should be read alongside our CAT application and supporting materials,

2. Volume, Balance and Nature of Representations

A total of 231 representations were submitted in relation to RMWC3s CAT application,

- 216 representations (over 93%) expressed support for the RMWG application;
- IS representations {less than 7%) raised objections; and
- of the 15 objections was submitted by an individual who also represents the competing CAT applicant.

Support was received from:

- long-standing Falkirk residents:
- current and former users of Community Centre;
- third-sector professionöls, partner organisations and community groups;
- organisations working across health, wellbeing, poverty relief, refugee support and hospice care; and
- ind}vjduals with direct experience of managing community assets Many supporters

refer specifically to RMWG's:

- trust built over more than two decades Of communty-based work;
- proven governance, safeguarding and delivery capacity;
- practical experience of managing premises and complex programmes; and
- a demonstrated "open to ell" ethos evidenced through practice rather than aspiration.

The sate, balance and substance of this support is a relevant consideration when assessing public benefit, confidence end suitability.

3, Informed Support from Former Trustees of thornhiii Community Centre

One of the most significant representations of support was submitted by former Trustees and volunteers of Thornhitl Community Hall SCIO.

These individuals:

- managed and operated ThorohiJl Community Centre for ten years;

e held responsibility for governance, finznces, compliance, lets and strategic development;

- possess detailed operational knowledge of the building, its costs and its users; and
- remained in charge untit earty 2025, immediately prior to the recent transition period.

Their collective letter expresses strong and unequivocal support for the RMWG CAT application and confirms confidence in RMWGs.'

- governance and management capacity;
- financial planning and reserves;
- inclusive practice; and
- ability ta safeguard existing lets with minimal disruption,

They further confirm that RMWG has secured running costs and reserves and presents a realistic, workable and sustainable future for the centre.

This endorsement carries particular evidential weight because it comes from individuals with extensive* first-hand experience of running the centre and understanding the responsibilities and risks involved in communitj' asset stewardship,

4. Approach to Objections and Proportionality

RMWG has read and considered all objections carefully.

We recognise that:

- some concerns reflect anxiety during periods of change;
- some objections are based on misunderstandings of our proposal;
- some relate to operational issues arising during a temporary licence transition period rather than long-term ownership; and
- one objection was submitted by the competing CAT applicant's representative.

Concerns are addressed thematically rather than individually, with focus placed on matters relevant to statutory assessment of suitability. capacity and public benefit.

Where individuals experience distress or uncertainty, this is acknowledged sensitively. Where assertions are unproven or arise in a contested environment, clarification is provided proportionate*.

5. Collaboration, Sub-Licence Arrangements and Governance Risk

One objection raises concerns about collaboration and sub-licence arrangements.

During the transition period, RMWG's primary responsibility was to avoid disruption to existing lets while the CAT process was ongoing. This required a cautious, legally compliant and risk-managed approach.

Collaboration proved challenging due to;

- limited goodwill and constructive engagement with the sub Bicensee (competing CAT applicant),'
- unresolved and widely known conflict surrounding management transition;
- the absence of an established governance and asset-management track record within the newly formed committee; and
- the real risk of reputationale safeguarding and compliance exposure to RMWG as main licence holder.

In these circumstances, it would have been professional'y irresponsible for a long-established charity such as RMWG to enter deep operational partnership arrangements or to place its reputation and accountability fully in the hands of a newly formed and contested structure.

RMWG therefore adopted a proportionate approach which prioritised:

- continuity for users:
- legal accountability and compliance;
- minimisation Of governance risk; and
- stability during an unusually contentious transition period5. Existing lets, continuity and reassurance

6.1 Commitment to continuity

RMWG wishes to state clearly that;

- We do not intend to displace existing community groups

- We retognise the importance Of stability for long-standing lets, particularly those supporting older people, people with disabilitles, those experiencing isolation, or individuals managing mental health challenges
- Our CAT application explicitly states that existing lets will continue, and this remains our position

Our proposal is based on:

- Gradual development
- getter coordination
- Improved sustainability Of the building —not replacement Of existing community use.

6.2 Reassu rance without weakening future viability
At the same time, responsible stewardship of a community asset requires that:

- The building remains financially viable
- Operational systems are lawful, safe, and sustainable
- The centre can respond to future community needs alongside existing use

We therefore seek balanced approach:

- Respecting and valuing existing groups
- While retaining the flexibility necessary to manage a major community asset responsibly over the long term

We believe this approach is both reasonable and consistent with good asset governance.

7. Inclusion, equality and "open to all" concems Several representations raise concerns that:

- RMWG'S work focuses on women
- Muslim identity features prominently in our name
- This may limit inclusion of men, LGBT* people, people of other faiths, or those with no faith

We Wish to address this directly.

7-1 Evidence of inclusive practice

While our charitable purpose includes the empowerment of Muslim and ethnic minority women, our delivery has always extended far beyond that group. This is evidenced repeatedly in the representations received, inclUding:

- Mimed-gender activities and family events
- Partnerships with organisations supporting addiction recovery, older people. refugees and asylum seekers
- Community-wide events such as Eid in the perk
- Use of our activities by people of many faiths and none

*Inclusion" for RMWG is not theoretical — it is evidenced through two decades af actual practice,

7-2 Equality duties

RMWG is:

- A teg'stered Scottish charity
- Subject to the Equality Act 2010
- Experienced in delivering services safely and appropriately across protected characteristics

Ownership of a community asset would not alter these duties; it would reinforce them,

8. Allegations regarding access, surveillance, and conduct A small number of representations make allegations relating to:

- Feeling "watched* use of CCTV
- Lack of welcome
- Behaviour perceived as controlling or exclusionary

We take these concerns seriously and empathise with individuals who mav feel unsettled or anxious, particularly in a context where relations between parties have become strained.

However, we respectfully note that:

- These issues arise during a temporary FRI licence period, not under community ownership
- Multiple narratives have emerged in a context of competing applications, heightened emotion, and public commentary
- Some allegations are assertions rather than evidenced findings

RMWG;

- Uses CCTV lawfully and proportionately for safeguarding and insurance purposes
- Has never sought to monitor or intimidate lawful users

- Remains open to dialogue and improvement in communication and visibility

We believe it is important that assessment of suitability be based on:

- Governance structures
- Track record
- Demonstrated delivery —not on an atmosphere of fear or division that has emerged during an unusually contentious transition period.

9. Heritage, the Mural and Cultural Identity

We recognise that the mural at Thornhill Community Centre is meaningful to many local people,

RMWG has never proposed the erasure of local history or heritage, Our intention is to:

- Respect the buildin€s place in FalkirWs story
- Work collaboratively with the Councii and community on any future changes
- Ensure the centre reflects shared belonging, not exclusion

Any suggestion that RMWG seeks to remove Scottish identity is inconsistent with our history of celebrating and contributing to Falkirk's civic life.

10. Consultation and Engagement

Some representations state that they were not consulted,

We acknowledge that:

- Consultation processes have taken piace in a challenging environment
- Engagement has occurred alongside live operational pressures
- Misinformation and polarisation have complicated dialogue

Nonetheless, RMWG has;

- Undertaken consultation as part of its CAT application
- Engaged with partners* users and stakeholders over many years
- Demonstrated a consistent willingness to listen and adapt

We remain committed to oreoing, structured engagement should our application be successful.

- Clear plans for sustainability and improvement

While recognising that different views exist, we respectfully suggest that fear, division and conflict should not determine the future of a community asset — evidence, capacity and public benefit should-

11. Suitability and Public Benefit

The statutory question before the Council is whether RMWG is a suitable commumty transfer body capable of delivering greater or equivalent public benefit.

Our supporting evidence demonstrates:

- strong governance and financial reserves;
- professional advice end compliance capacity;
- over twenty years of communit'/ delivery;
- overwhelming community support;
- informed endorsement from experienced former managers of the centre; and
- clear plans for sustainability and improvement.

12. Looking Forward: A Shared Future for Thornhill Community Centre

Rainbow Muslim Women's Croup believes that Thornhill Community Centre has the potential to be more than a facility that survives; it can be a centre that thrives, adapts, and continues to serve the changing needs of the community for generations to come.

Our vision for the future of the centre is one rooted in continuity and care, but also in long-term stewardship. We recognise that successful community assets are not sustained simply by preserving what has always been done, but by ensuring that buildings, services and governance evolve responsibly in response to social, economic and demographic change.

RMWG is well placed to take this forward because of our longstanding presence in Falkirk, our proven ability to deliver inclusive services at scale, and our experience of managing complexity with sensitivity, Over more than twent'i' years, we have worked with communities during times of pressure and uncertainty including during the Covid-19 pandemic — and have consistently responded by strengthening, rather than fragmenting, community bonds.

Looking ahead, our ambitions for Thornhill Community Centre include:

- Safeguarding the centre as an open, welcoming community space, accessible to existing users while expanding opportunities for wider participation; Improving the sustainability of the building, including energy efficiency and responsible investmentr so that it remains affordable and viable in the long term,
- Building on existing activity; while gradually broadening the range of programmes available to reflect the needs of different ages, backgrounds and circumstances;
- Creating opportunities for volunteering, skills development and community leadership, ensuring the centre remains rooted in local involvement and ownersh ip;
- Strengthening partnerships, drawing on our established relationships across the third sector, health, education and community development.

At a time when many communities are experiencing division, isolation and pressure on shared spaces, we believe Thornhill Community Centre can be a place that brings people together through everyday, practical activity — learning, connection, support and shared use — rather than through rhetoric or competition.

RMWG's approach to the future is grounded in Civic responsibility and humility. We do not claim to have all the answers, but we do bring experience, stability, and an ethos of listening and cooperation. We see community ownership not as an end in itself, but as a means to ensure that Thornhill Community Centre remains a trusted, well-run and genuinely shared asset for Falkirk.

13. Closing Statement

Rainbow Muslim Women's Group recognjses that Thornhill Community Centre is more than a building. For many people it represents continuity, connection, shared history and a place of belonging. We do not underestimate the responsibility that comes With seeking community ownership of such an asset, nor the strength of feeling that accompanies any proposal for change,

Our application is founded on long-standing service to the people of Falkirk, practical experience ot delivering inclusive community provisions and a genuine commitment to stewardship that strengthens rather than fragments the local area. For over two decades, RMWG has worked quietly and consistently to bring people together across differences, often in challenging circumstances, and always with a focus on dignity, respect, and shared community benefit.

We acknowledge that this process has taken place during a period of heightened bension and uncertainty. and that anxiety about the future of valued community spaces can easily give rise to fear or misunderstanding, We believe it is important, however, that the future of Thornhill Community Centre is determined not by division or mistrust, but by evidence, capacity, and the long-term interests of the whole community.

Our intention is neither to displace existing users nor to redefine the centre in narrow terms, Rather, it is to safeguard its future, improve its sustainability, and ensure it continues to be a welcoming, well-managed, and accessible space for current and future generations.

We respectfully ask Falkirk Council to consider our application, and our response to representations, in that spirit.

Statement on Behalf of RMWG to Falkirk Council Executive

Chair, Provost, Councillors and Officers,

Thank you for providing RMWG with the opportunity to address the Executive today.

Given the significance of the decision before you, we have prepared a statement which we intend to read in full. Our purpose is to ensure that Executive has the benefit of RMWG's complete position when considering its final determination.

We do not intend to revisit every disagreement, challenge every allegation, or rehearse the lengthy history that has preceded this meeting. Instead, we wish to focus on the questions most relevant to the decision now before you:

- What was learned through mediation?
- Did mediation identify a viable alternative to the existing recommendation?
- What outcome is most likely to secure the long-term future of Thornhill Community Centre?
- What decision is in the best interests of the community it exists to serve?

RMWG would first like to express its appreciation for the work undertaken by Falkirk Council officers throughout the Community Asset Transfer process and for the Executive's decision to allow mediation before reaching a final determination.

When Executive deferred its original decision, we respected that decision completely and participated in mediation in the spirit intended. We attended in good faith, with sincerity and professionalism, and with a genuine willingness to explore

whether a practical and sustainable basis for future cooperation could be identified.

Our objective was simple. We wanted to understand whether a workable model could emerge that would genuinely serve the long-term interests of Thornhill Community Centre and the wider community.

Throughout the mediation process, RMWG sought to focus on the future rather than the past,

We hoped to explore practical questions relating to governance, accountability, decision-making, financial responsibility, operational management, dispute resolution and long-term sustainability. These are fundamental considerations which determine whether any partnership can succeed in practice.

Unfortunately, the mediation did not progress to the point where these matters could be explored in sufficient detail,

As a consequence, no comprehensive governance framework emerged, no clearly defined allocation of responsibilities was identified, and no detailed operational model was developed that could be properly assessed by our Trustees.

The process therefore did not provide RMWG with confidence that a viable alternative arrangement existed which could reasonably be considered superior to the recommendation already before Executive.

We make that observation not as a criticism of anyone involved, but simply as an honest assessment of the outcome.

It is also important to recognise that mediation did not take place in isolation.

Since October 2025, both organisations have operated within the same facility through licence and sub-licence arrangements. During that time there have been multiple opportunities to explore practical collaboration and joint working.

In that sense, mediation was not the beginning of a conversation. It was the latest opportunity within a much longer process to determine whether a mutually acceptable collaborative model could be established.

Regrettably despite those opportunities, no workable arrangement emerged.

We do not say this to attribute blame to any individual or organisation. We simply recognise the reality that, despite sustained opportunities over a significant period of time, the parties have been unable to identify an arrangement that provides the clarity, governance, accountability and confidence required for the long-term stewardship of this important community asset,

While collaboration is often a desirable objective, it must be built upon clarity, confidence and a shared understanding of responsibilities. The opportunities provided to explore joint arrangements have unfortunately not resulted in such a model

In many respects, mediation therefore achieved one important outcome: it provided clarity.

It demonstrated that no sufficiently developed alternative arrangement has emerged that would justify departing from the recommendation already before this Executive-

The Executive is therefore returned to the position that existed before the deferral.

The recommendation before you was not reached casually, no' was it the opinion of a single individual.

It was the result of a format assessment process in which competing applications were scrutinised evaluated and assessed against the relevant criteria by experienced offcers drawn from a range of professional disciplines,

Professional officers considered the evidence and reached a recommendation that ownership of the asset should transfer to RMWG.

That recommendation reflects professional judgement collective expertise and evidence-based assessment.

Executive members are, of course, entitled to reach their own conclusions, but we respectfully submit that significant weight should be afforded to the findings of the Council's own assessment process.

The central question before Executive today is therefore a straightforward one:

What evidence has emerged since that recommendation was reached that justifies a different conclusion?

Executive deferred its original decision to provide one final opportunity for an alternative solution to emerge.

That opportunity has now been provided.

Mediation has taken place,

No viable alternative arrangement emerged.

Accordingly, the officer recommendation remains the only fully assessed, fully evaluated and evidence-based proposal before you.

There is, however, one further consideration which we respectfully ask Executive to take into account.

This process has now been ongoing for a considerable period of time.

The reality is that uncertainty comes at a cost.

Continued delay inevitably diverts time, energy and resources away from community delivery and towards continued process. Long-term planning becomes more difficult. Opportunities are postponed. Confidence among users, volunteers, partners and stakeholders can be affected.

Most importantly, the community is left waitingv

The community now deserves certainty.

A dear and decisive outcome wilt provide an unambiguous foundation upon which the future of Thornhill Community Centre can be built.

It will allow detailed planning to proceed with confidence.

It wilt establish clear accountability and responsibility.

It will provide reassurance to users, volunteers and partner organisations.

Most importantly, it will unlock significant funding opportunities that depend upon long-term certainty and security.

Those resources can then be directed where they belong: improving facilities, expanding services, supporting local groups and delivering tangible benefits for the people of Thornhill.

Before concluding, we would ask Executive to reflect on one final point.

RMWG is proud of its roots within Falkirk's ethnic minority Muslim community.

We are equally proud to be part of the wider Falkirk community and to contribute alongside many others to the social, cultural and civic life of the area.

Throughout this process, our vision has always been one of openness, inclusion and service to all.

We have never viewed Thornhiil Community Centre as belonging to any one section of the community. We view it as a community asset that should be welcoming, accessible and beneficial to everyone.

The strength of Falkirk lies in the contribution made by people from every background, heritage and faith tradition.

Community leadership can emerge from many piaces and many experiences.

What matters is not ethnicity, faith, familiarity or historic association.

What matters is capability, commitment, governance, sustainability and the ability to deliver positive outcomes for local people.

The Community Asset Transfer process exists to ensure that decisions are reached on evidence, merit and community benefit.

Following that process, officers recommended transfer to RMWG.

We respectfully submit that there is now an opportunity to demonstrate confidence in those principles and confidence in a positive future for Thornhill Community Centre.

RMWG does not seek ownership as an end in itself.

We seek it as a means of securing investment, improving facilities, strengthening sustainability, increasing opportunities and delivering long-term benefits for the whole community.

Accordingly, we respectfully invite Executive to bring this process to a conclusion, endorse the recommendation before it, and proceed with the transfer of the asset to RMWG.

Should Executive do so, we stand ready to move forward positively, constructively and inclusively. We stand ready to work with all community groups, all centre users and all stakeholders to ensure that Thornhill Community Centre becomes a sustainable, thriving and welcoming asset serving the entire community for many years to come.

Thank you for your time and consideration.

Subject: Formal Representation Opposing the Community Asset Transfer Application by Falkirk Thornhill Community Hall SCIO (FTCH)

Email: strategicpropertyreview@falkirk.gov.uk

26th March 2026

Dear Community Asset Transfer Tea m,

Rainbow Muslim Women's Croup {RMWG} submits this formal representation to Falkirk

Council in response to the Community Asset Transfer (CAT) application submitted by Falkirk Thornhili Community Hall SCIO (ETCH). Having carefully reviewed F-TCH's application, and drawing upon extensive documented experience during the shared licence period, we respectful"/ request that Falkirk Council reject FTCH's CAT application on the Oasis of:

1, demonstrable governance and operational risks,
2. inability to work collaboratively with partners,
3, misleading projection of experience and continuity,
4. divisive public campaigning and misinformation,
5. unrealistic development proposals and governance concerns,
6. misalignment with the principles of the Community Empowerment (Scotland} Act 2015and
7, clear and independent evidence that RMWG is better placed to deliver sustainable, inclusive, long-term community benefit.

This representation incorporates documented facts, direct correspondence between the organisations, the public statement of former long,serving trustees of Thornhill Community Hall. and the statutory principles that govern the CAT process.

1.Context; RMWG as Principal Licensee and Established Provider

RMWG has been the principal licence holder since October 2025 and has ensured that Thornhlll Community Centre remained open, functional. and inclusive throughout the transition period- Having served Falkirk for more than 20 years, RMWG has delivered Wide-rang!ng community benefits including:

- wellbeing programmes, • food and crisis support. • youth and family activities, • cultural cohesion work, • emergency humanitarian support {including COVID•19 partnerships), • and strong, established partnerships With the Counci', NHS and local agencies.

Our services have always been open to all and grounded in the ethos of inclusion, fairness, and collaboration.

2, FTCH*5 Lack of Cooperation and Adversarial Conduct During Shared Occupancy

From the outset of the sub-licence arrangement, RMWG undertook repeated, good-faith efforts to establish 3 cooperative working relationship with ETCH, These efforts were consistently met With resistance.

Documented correspondence shows:

- FTCH declined multiple invitations to meet and agree operational protocols.
- FTCH withheld basic operational knowledge despite previously managing the facility, • FTCH adopted a combative approach. frequently esca lating procedural matters instead of seeking resolution.

- FTCH referenced breach clauses at the earliest stages of transition, creating an adversarial environment.
- I-TCH communicated, within days of RMWG assuming responsibility, that RMWG should "give notice" on its FRI licence so FTC" could resume control.

This pattern is incompatible With the governance, partnership working and community-led ethos expected in the management of a public asset.

3. FTCH*S Campaigning Has Facilitated Misinformation and Community Division

RMWG formally reported multiple instances Of hostile online narratives, including misinformation and discriminatory commentary, While FTCH did not author all such posts, their public messaging and tone enabled climate in which such narratives flourished,

This has;

- risked underminit%g the fairness and integrity Of the CAT process,
- contributed to community tension,
- impeded BOOd relations between community groups*
- and created an environment contrary to the Public Sector Equality Duty,

A successful CAT organisation must foster cohesion—not profit from division,

4. Misrepresentation Of Experience by FTCH'S Current Committee

The CAT application submitted by ETCH repeatedly suggests long-term stewardship Of the centre,

This is factually incorrect,

As confirmed in writing by the former trustees and long-serving volunteers of Thornhill Community Hall—individuals who genuinely managed the venue for many years—the current FTCH committee only assumed control in early 2025.

The former leadership team, who possess the true long-term operational experience, have;

- formally declared their full support for RMWG, and
- confirmed that ETCH's current committee does not have the decade-long knowledge they imply.

FTCH's application therefore rests significantly on an inflated projection of experience. This raises material questions about transparency and governance.

5. Independent Testimony from Farmer Thornhill Trustees in Support Of RMWG

The submission provided by the former trustees offers powerful, independent evidence. These individuals:

- bring deep knowledge Of the hall's operations, user groups, and challenges,
- ran the centre successfully for many years,
- and understand precisely What is required to sustain it,

Their letter states:

- RMWG is inclusive, calme future-focused and community-centred.
- RMWG is the organis,ation most capable Of maintaining continuity with minimal disruption.
- RMWG has secured running costs, operational resilience, and proven community del ivery,
- RMWGS approach avoids hostility and encourages unity,
- They are disappointed by the false and divisive narratives ci rcvlating around ETCH's campaign.

Crucially, they emphasise that RMWG—not FTCH—is best placed to uphold the principles of the CAT process-

6. Guidance from the Community Empowerment (Scotland) Act 2015

The Scottish Government[e]s statutory guidance makes clear that the purpose of CAT is to:

- empower community bodies,
- reduce inequalities
- strengthen local voices,
- and ensure sustainable community benefit.

A CAT applicant must therefore demonstrate:

- inclusive governance, the ability to collaborate, strong com munity relationships. credible organisational maturity, and behaviour that builds—not damages—social cohesion.

FTCH's conduct during the sub-licence period, combined with divisive public campaigning, places them in conflict with these principles,

RMWG'S approach, in contrast* aligns fully With the vision Of the Community Empowerment Act,

7. Governance and Deliverability Concerns Within FTCH*s CAT Application

A detailed review Of ETCH's application reveals multiple risks:

- Over-ambitious development programme
- Their multi-phase capital plan is not supported by evidence of prior experience delivering large-scale projects, Unrealistic financial projections
- Income forecasts rely on optimistic assumptions, unsupported by historic performance or secured funding, Heavy dependence on volunteers
- The scale of volunteer input projected is not sustainable Of evidenced.
- Limited track record of delivering complex community services
- Despite claiming continuity, FTCH's current committee lacks long-term operational experience.

These weaknesses I ntroduce substantial risks to the stability of the asset and the services that depend an it.

8. Legal Context of CAT Ownership: Importance of Governance, values, and Long-Term Stewardship

Under the Community Empowerment (Scotland) Act 7015, a successful Community Asset Transfer ICAT) applicant is granted ownership {or a long-term lease) of the property on the terms agreed between the Council and the community body, These terms typically set out expectations around community benefit, but it is ultimately the governance, values, and behaviour of the receiving organisation that determine how those commitments are honoured over time.

Once ownership is transferred, the asset is no longer a Council-managed facility, Its future use depends on:

- the strength of the organisation's governance,
- its track record of acting in the public interest* its ability to manage relationships with diverse user groups, and
- its Willingness to sustain the community-focused purpose Of the Site.

While CAT guidance expects cornrnunity bodies to deliver public benefit, the tong-term safeguarding of that benefit reties heavily on the ethos and conduct of the organisation receiving the asset—not on ongoing Council management.

For this reason, the central question before the Council is:

Which applicant has demonstrated the governance maturity, values, collaborative behaviour; and proven record that give confidence they will continue to act in the wider community interest once the asset is transferred?

Based on the evidence:

- RMWG has shown consistent stability, inclusion, professionalism, end community-focused delivery;

- F-TCH has demonstrated a pattern of non-cooperation, adversarial behaviour„ and divisive public campaigning.

Accordingly, RMWG clearly offers the stronger basis for long-term trust and stewardship; FTCH does not.

9. RMWG's Proven Capability and Community Benefit

RMWG offers:

- 20+ years of continuous service to Falkirk, inclusive and compassionate program strong financial management and audited accounts,
- stable lone-term partnerships.
- the ability to secure and rnanage funding,
- established governance and volunteer structures, and a demonstrably unifying approach to community relations.

RMWG has delivered significantly more activity at the centre during the shared licence period and has done so while maintaining professionalism and respect, even under pressure,

Conclusion: RMWG 's the Strongest, Safest, and Most Suitable CAT Applicant

Based on:

- extensive evidence of FTCH's nonÆooperetion and divisive conduct, misrepresentation of their experience, significant governance and operational risks, the compe"ins testimony of the former longstanding trustees, RMWG's proven capability, stability, and inclusive ethos,
- alignment with the Community Empowerment (Scotland) Act 2015, and the legal implications of full asset ownership,

We respectfully request that Falkirk Council reject FTCH'5 Community Asset Transfer application,
RMWG is the applicant who can deliver a stable, inclusive; sustainable asset for the people of Falkirk and continue the hall's long tradition of serving all sections of the community.

We remain available to provide any further clarification or documentation required.

Yours sincerely,

[redacted]

Chair / Trustee
Rainbow Muslim Women's Croup