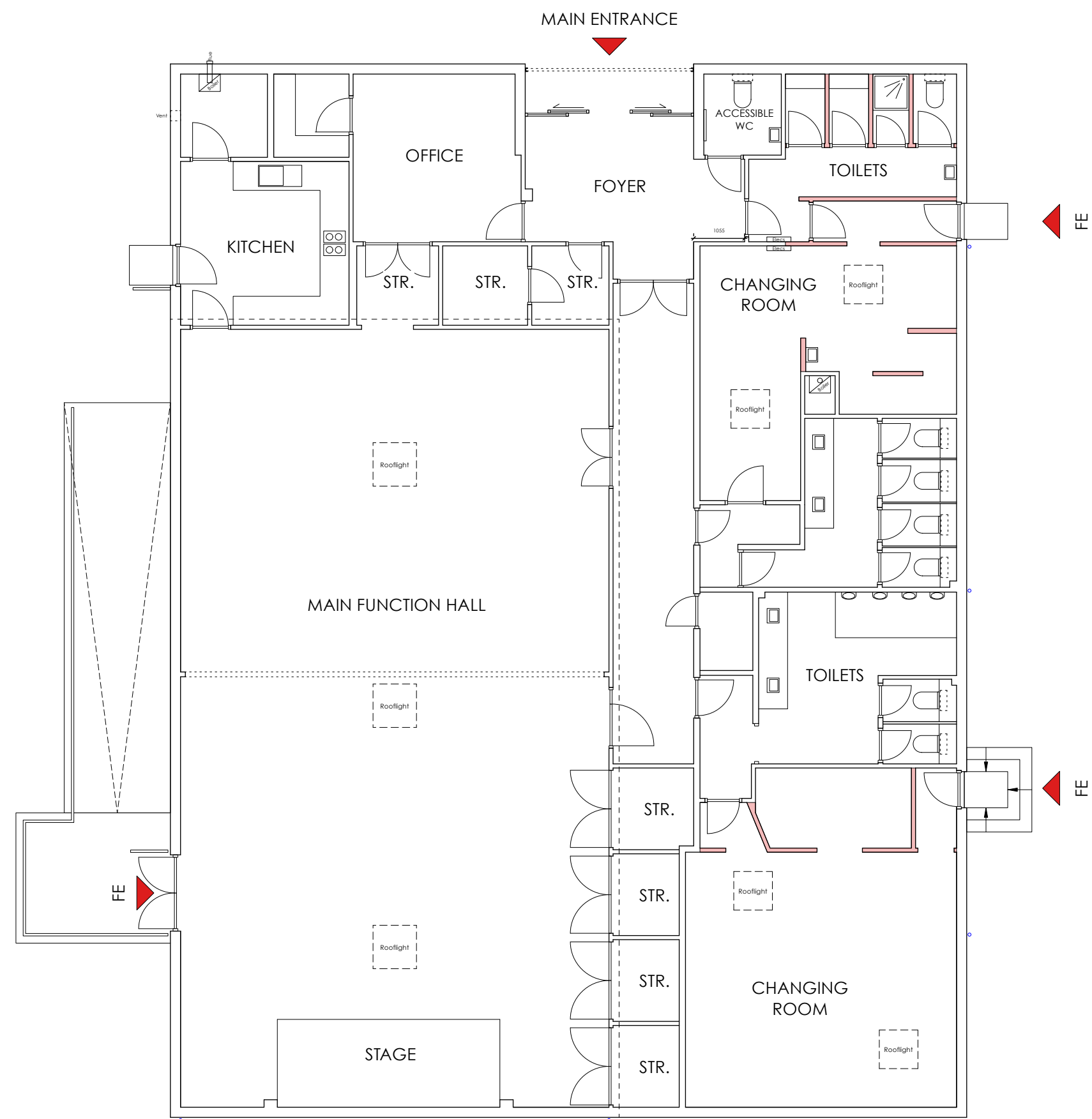
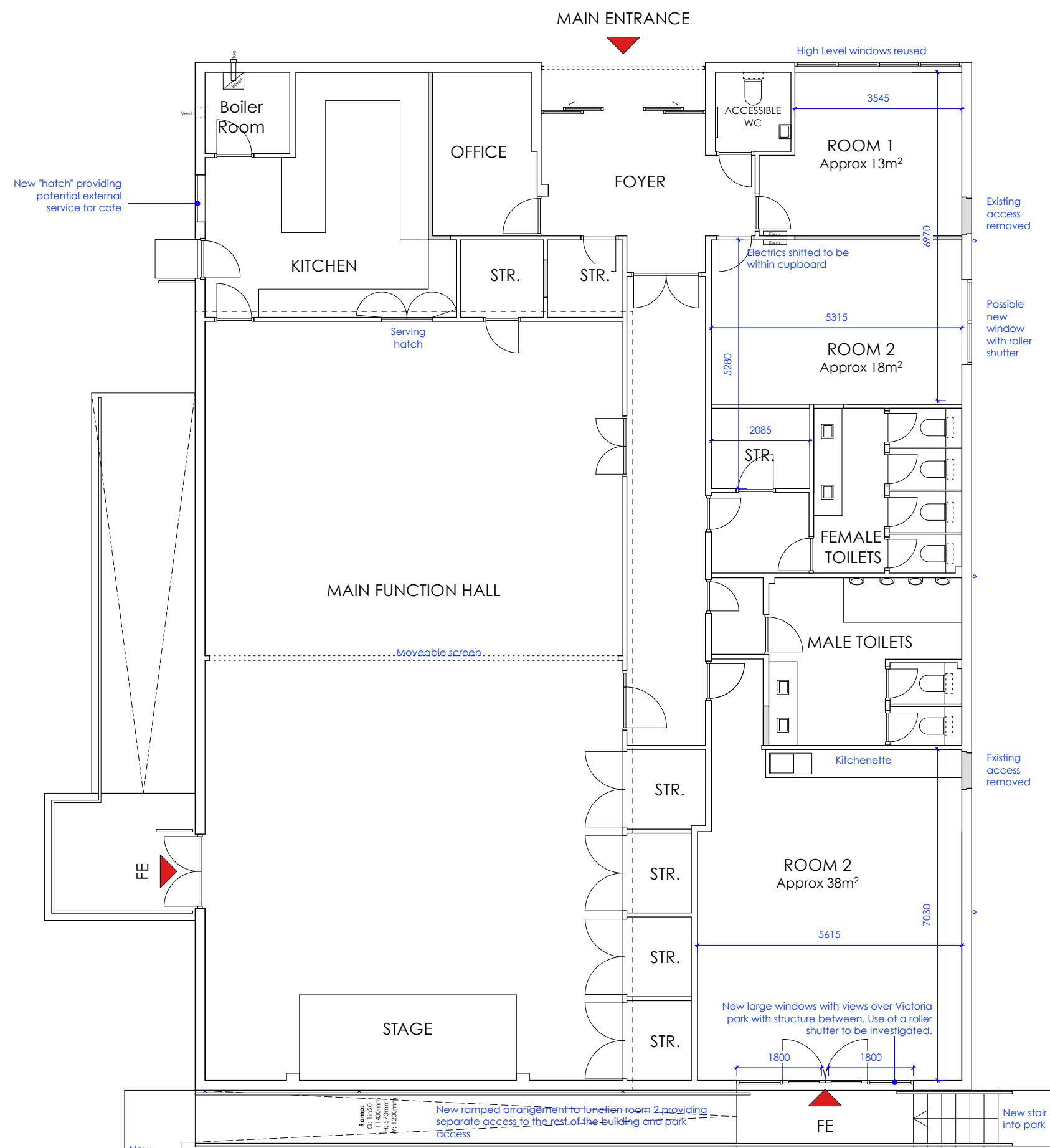
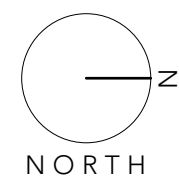


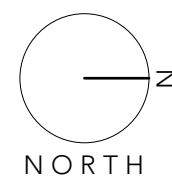


Existing **Ground Floor Plan @ 1:100**

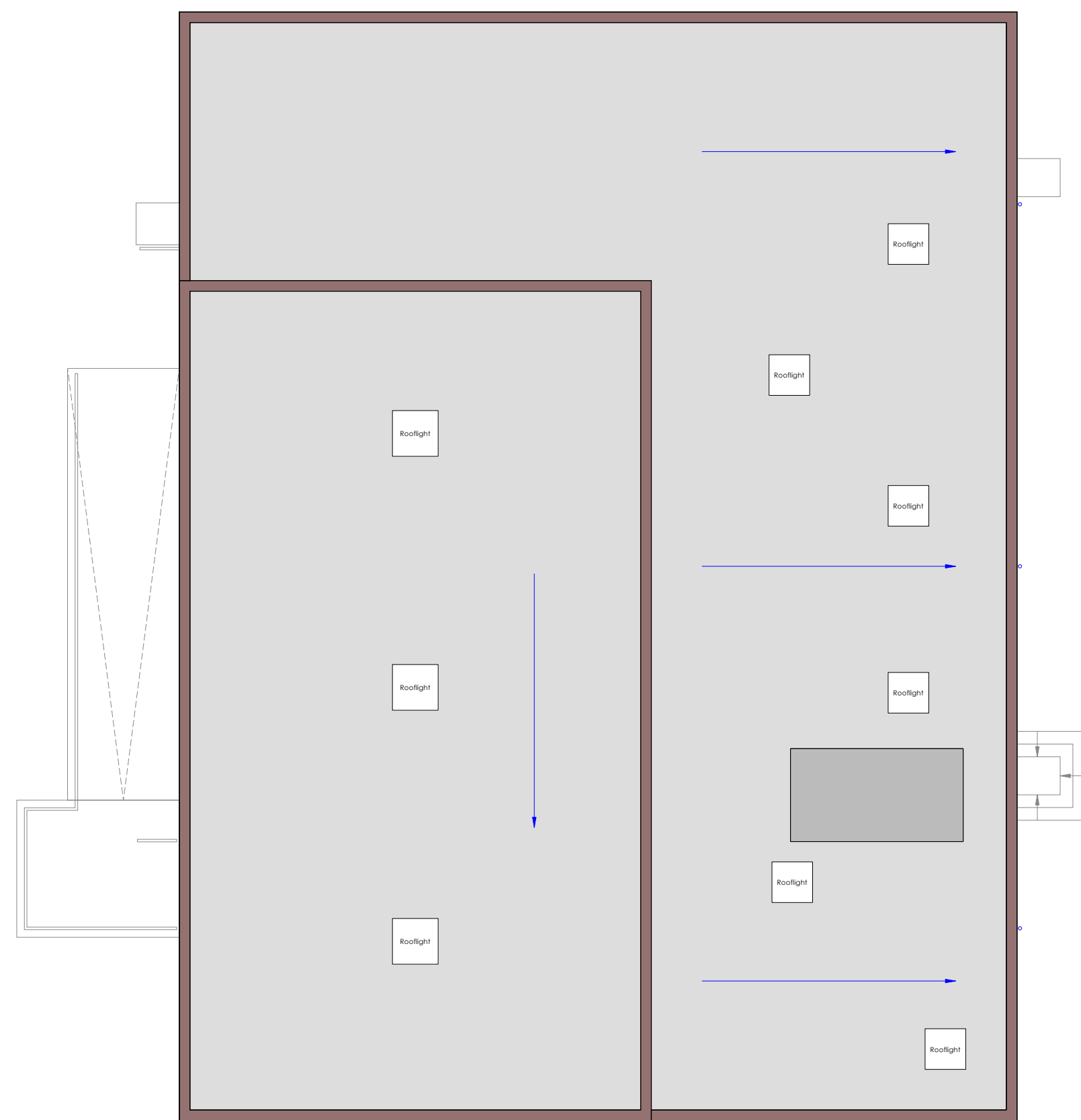
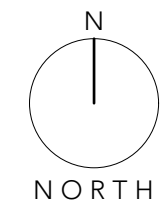
INDICATES DOWNTAKINGS



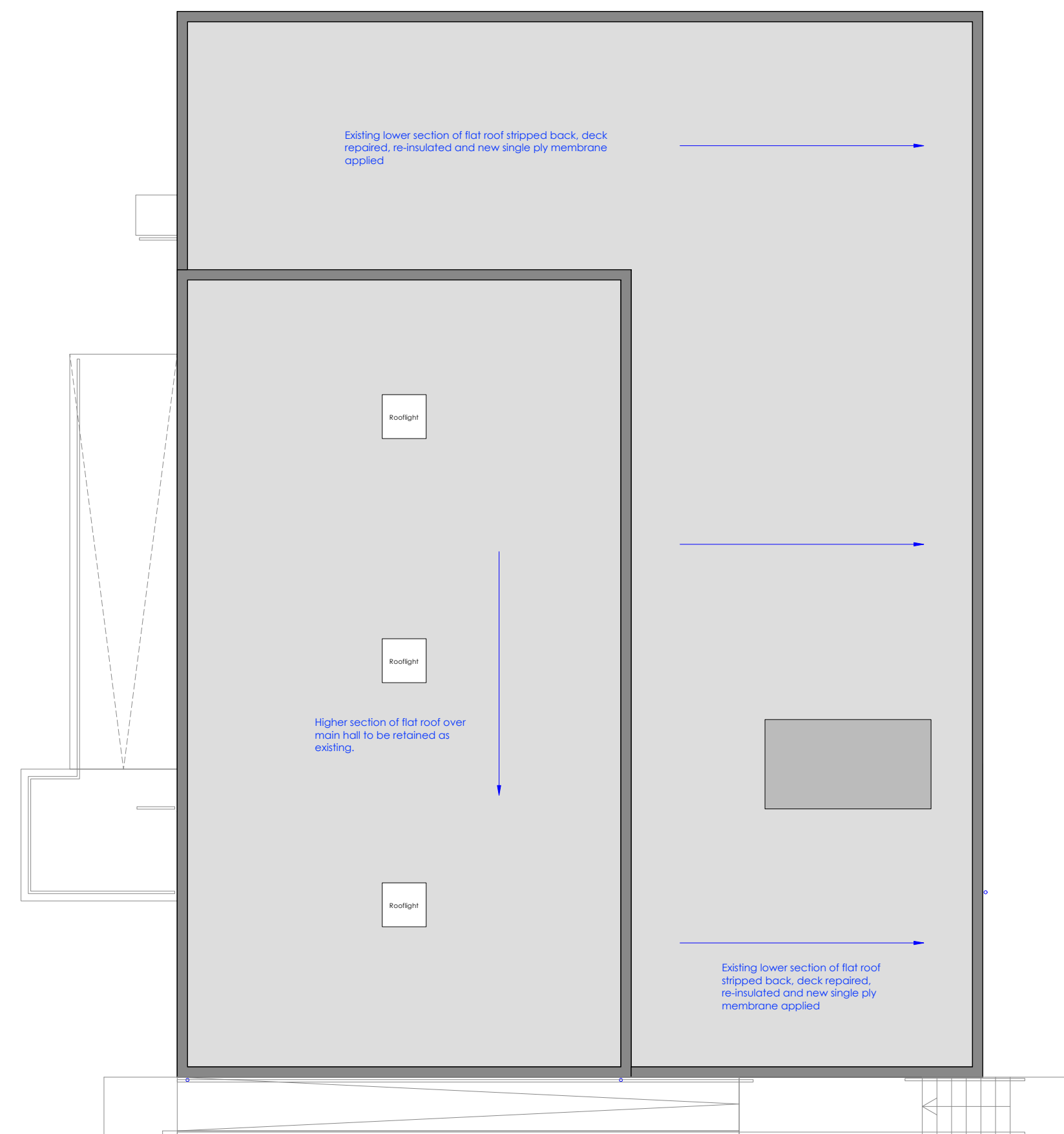
Proposed **Ground Floor Plan @ 1:100**



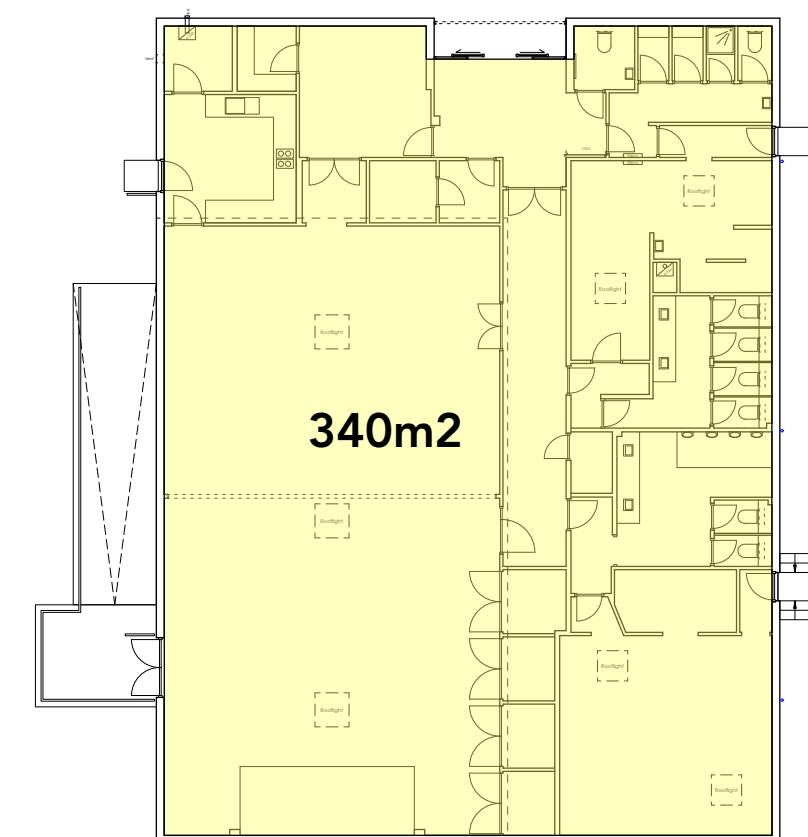
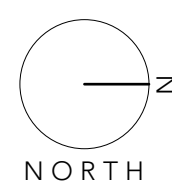
Location **Plan @ 1:1250**



Existing **Roof Plan @ 1:100**



Proposed **Roof Plan @ 1:100**



Existing **GIA @ 1:200**

Area included in calculation indicated shaded yellow above

Rev	Date	By	Description
B	04/02/2026		Pitched roof option omitted in favour of repaired flat roof. GIA Area added.
A	02/02/2026		Plan updated following client feedback.

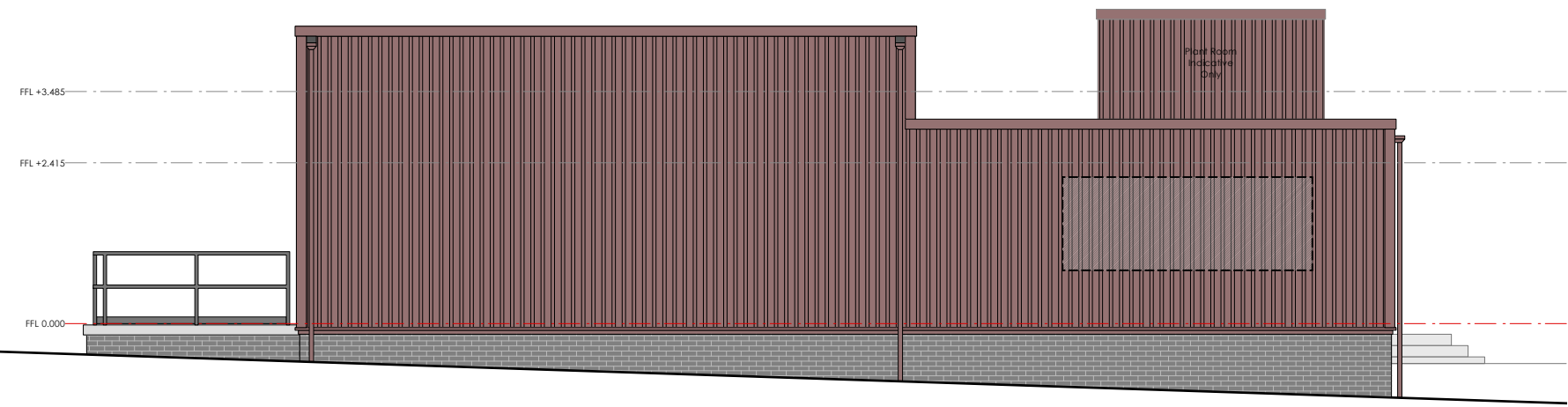
COMMENT

Project	Project Number
Thornhill Community Centre Thornhill Road Falkirk	1131

Drawing
Existing and Proposed Plans

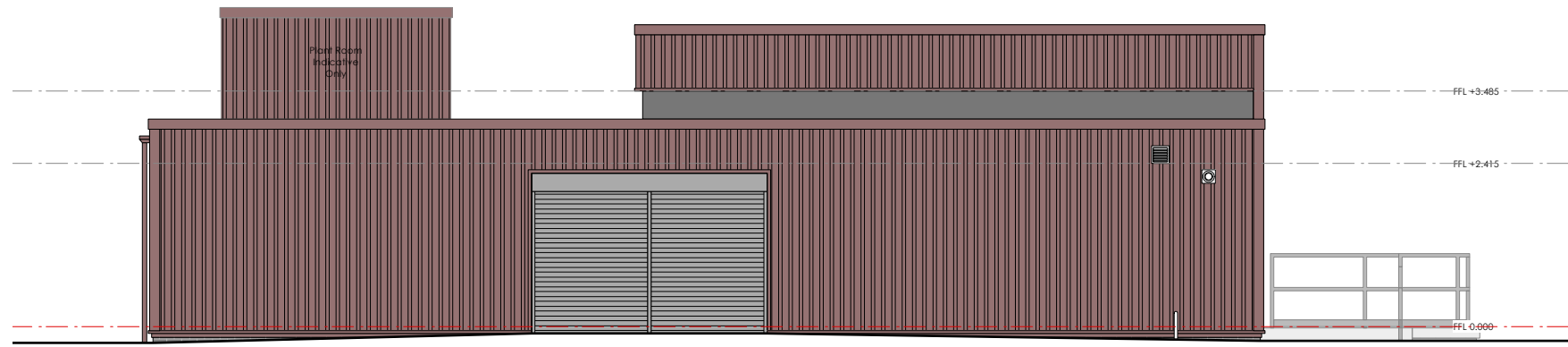
Scale	Drawn by
1:100@A1	DM

Dwg Number	Revision
PP-01	B

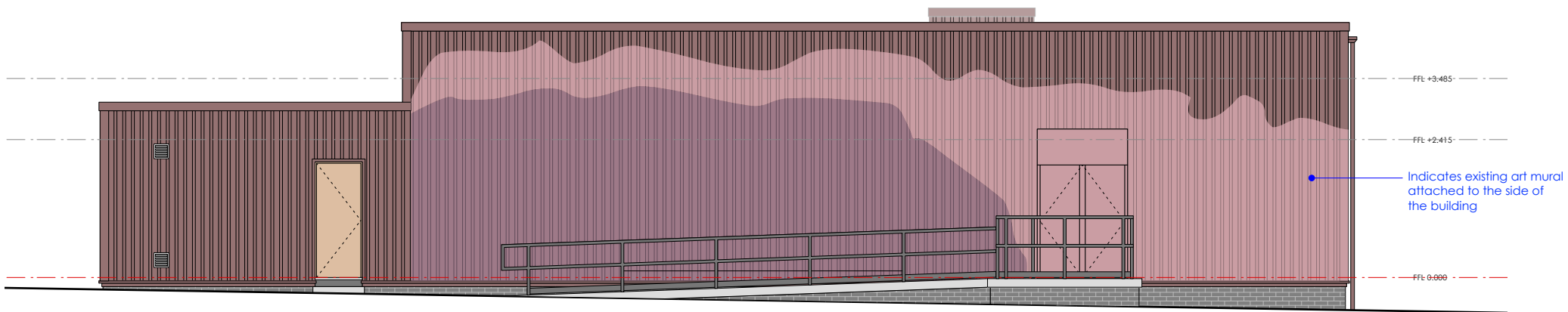


Existing East Elevation @ 1:100

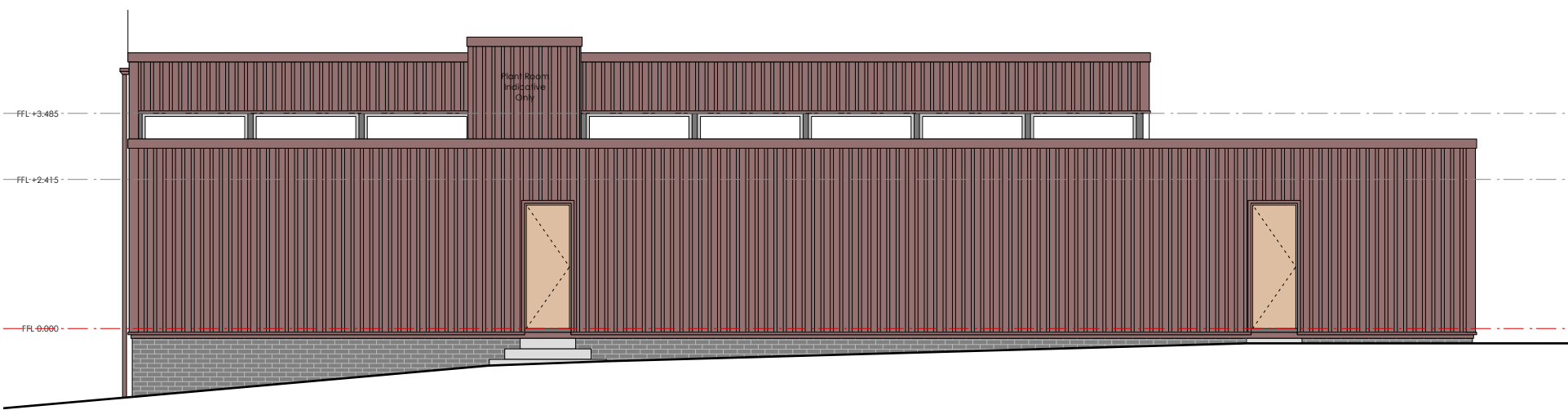
INDICATES DOWNTAKINGS



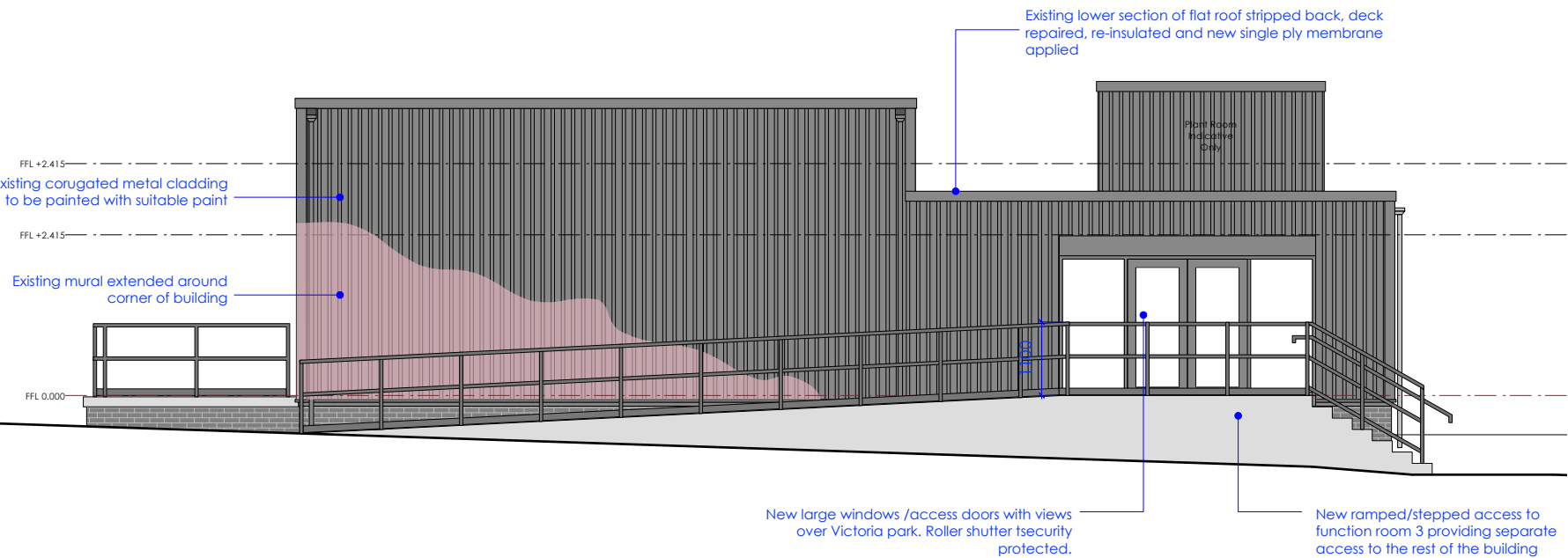
Existing West Elevation @ 1:100



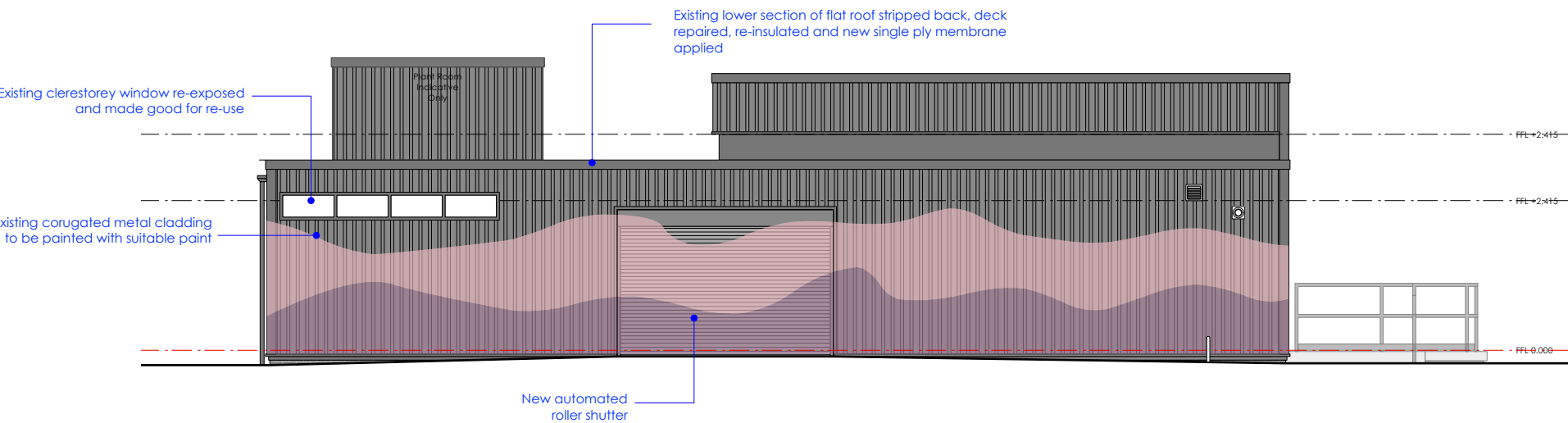
Existing South Elevation @ 1:100



Existing North Elevation @ 1:100



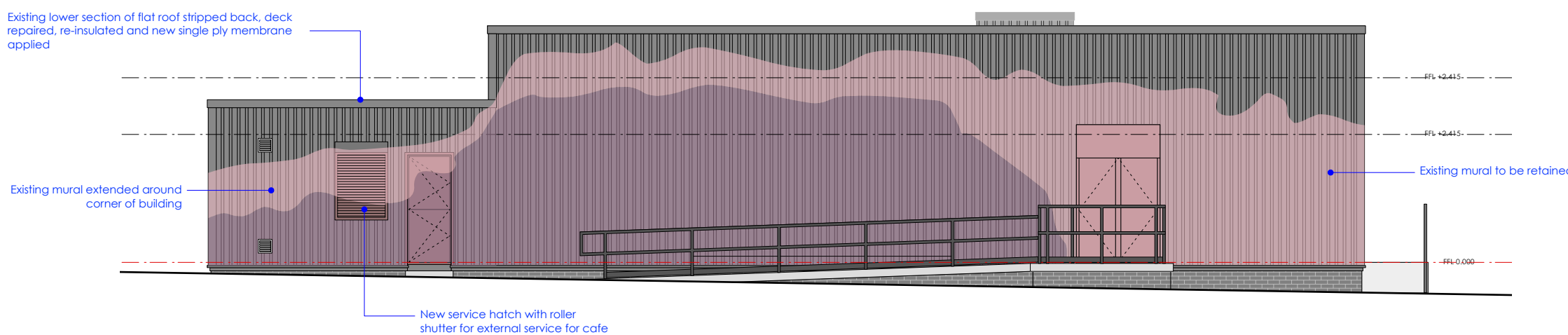
Proposed East Elevation @ 1:100



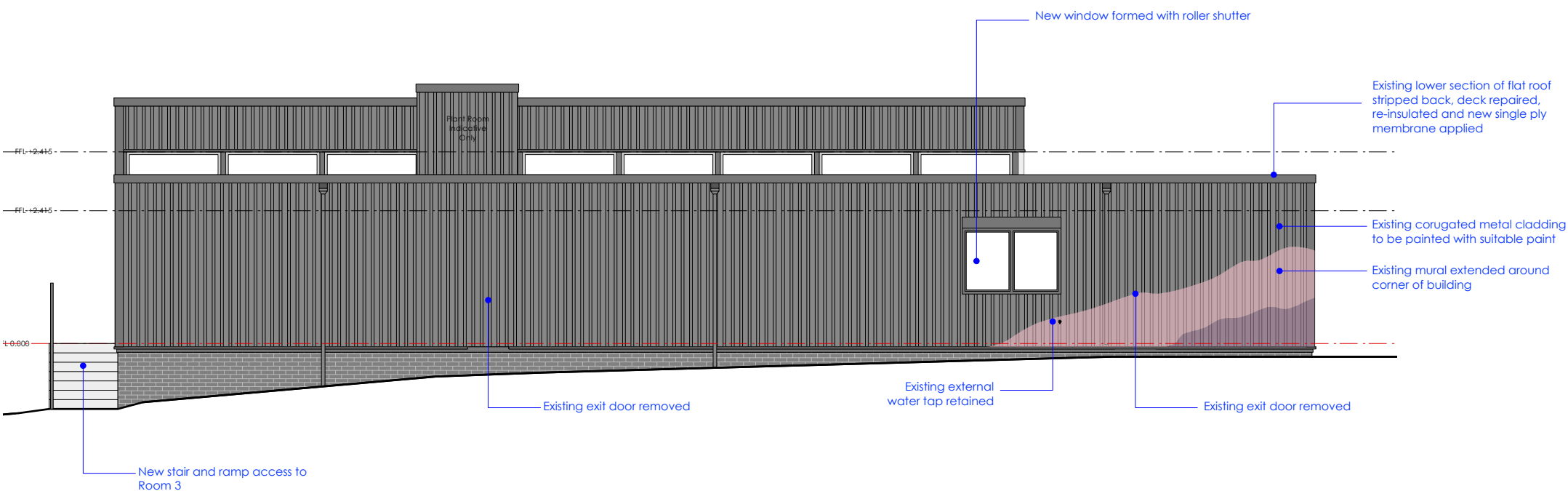
Proposed West Elevation @ 1:100

Existing corrugated metal cladding to be painted with a new pattern or mural to align with the existing art mural on the southern elevation. Proposals to provide a modern facade and increase kerb appeal.

Suggestion:
To replicate the swirls & waves of the existing art mural around the rest of the building, potentially to form the outline or silhouette of the Ochil Hills in the distance as a background to the Battle of Falkirk. Colours shown are indicative of those used in the mural.



Proposed South Elevation @ 1:100



Proposed North Elevation @ 1:100

Rev	Date	By	Description
B	04/02/2026		Pitched roof option omitted in favour of repaired flat roof
A	02/02/2026		Metal clad pitched roof added.

Project	Project Number
Thornhill Community Centre	1131
Thornhill Road	
Falkirk	
Drawing	Existing and Proposed Elevations
Scale	1:100@A1
Drawn by	DM
Dwg Number	PP-02
Revision	B

Evidence 04.20: FTCH concept images of the proposed renovation

Concept images illustrating the renovation set out in FTCH's asset transfer request, business plan and architect's plans (04.19).

Image 1: Front entrance and community café, with a new serving hatch to the kitchen



Image 2: Main hall, refreshed



Image 3: Extended kitchen



Image 4: Entrance to the wellbeing and therapy suite



Image 5: Sensory room



Image 6: Rear pavilion (Pavilion 2). Left: the pavilion as it is now (photograph). Right: concept images of the pavilion in multi-use as a meeting room or a yoga studio, with the new doors shown in the architect's drawings (04.19) opening onto the park and doubling as a fire exit



MEDIATION PREPARATION BRIEFING

Falkirk Thornhill Community Hall SCIO (SC047801)

Final Version: 7 July 2026

Wednesday 8 July (FTCH only, online, 11:00am) | Thursday 9 July (Joint with RMWG, in person)

PART 1: STRATEGIC APPROACH

What mediation is and is not

The Executive Committee deferred the CAT decision unanimously on 18 June 2026 and instructed both parties to explore collaboration through external mediation. The statutory deadline for the decision is 16 August 2026, with a special Executive meeting to be convened before that date.

Mediation is not a negotiation where FTCH trades away its position. It is a structured process to test whether a workable collaborative model exists. The mediator's job is to facilitate that test, not to impose an outcome.

FTCH's core principle throughout: no sole-control model without enforceable protections is acceptable. Two years of documented evidence demonstrates that arrangements where RMWG holds control produce the same adverse outcomes regardless of attached conditions.

What FTCH is asking for

A 50/50 legal structure for the building. Not protection of existing lets under someone else's roof, but genuine equal standing: 50% of the building so that FTCH can manage its own programme, make its own bookings, let out space, and operate as an equal partner. Whether that takes the form of joint ownership, a shared governance body, or another model where neither organisation holds unilateral control is open for discussion. The form is flexible. The principle of equality is not.

The central line

FTCH is entering mediation in good faith to find a legally robust shared future for Thornhill Community Centre. Collaboration cannot mean one organisation retaining unilateral control while the other is expected to cooperate around the edges. A genuine compromise must be equal, transparent, enforceable and protective of existing community users.

The anchor sentence (use whenever the discussion gets messy)

"This is exactly why the outcome needs to be 50/50, written, transparent and independently enforceable."

That sentence works for almost every issue: invoices, racism allegations, access, user groups, bookings, finance, rules, communication and trust. Return to it whenever the discussion drifts.

PART 2: UNRESOLVED CONDITIONS (RAISE FIRST ON WEDNESDAY)

These were stated in FTCH's covering email to the Council and acknowledged by [REDACTED], who said they would be addressed once a mediator was appointed. [REDACTED] is now appointed. These must be resolved before any substantive confidential discussion on Thursday.

1. Terms of reference

What is the scope of this mediation? Is it limited to exploring a collaborative model going forward, or does it extend to resolving historic disputes? FTCH's position: the mediation should focus on whether a workable collaborative arrangement can be agreed. Historic conduct is relevant context but should not become the main event.

2. Mediator independence

[REDACTED] has been appointed by Scottish Mediation and funded by Falkirk Council. FTCH needs to be satisfied that she is independent of the Council and of both parties. Ask [REDACTED] to confirm this and explain her appointment process.

3. Reporting mechanism back to the Executive

This is the critical one. The Executive continued the item specifically to allow exploration of collaboration. Something has to go back to the Executive before the special meeting. The consent form says mediation is confidential. Those two things are in tension.

FTCH's position: both parties must have sight of and an opportunity to respond to anything reported to the Executive arising from the mediation, before it is submitted. A report that one party drafts or influences without the other seeing it first is not acceptable. Ask [REDACTED] how she proposes to handle this and get it agreed before Thursday. ***Bias previously shown during mediation 26 Nov 2025 – information left out of minutes, bias to us, and actions not followed up FC. ***

PART 3: WEDNESDAY SESSION (FTCH ONLY WITH [REDACTED])

Order of the Wednesday session

1. Raise the three unresolved conditions (Part 2 above) and get them agreed before going further.
2. Tell the full history (Part 4 below) so [REDACTED] understands how FTCH got here.
3. Present the six evidence themes (Part 5 below) so she understands the pattern.
4. Set out FTCH's position and the 50/50 proposal (Part 7 below).
5. Ask the questions for [REDACTED] (Part 9 below).

Opening statement for Wednesday

"Thank you for meeting with us today. We are coming into this mediation in good faith and we do want a workable outcome, but we need to be very clear from the outset that, from FTCH's perspective, collaboration has to mean genuine shared control, not one organisation retaining control while the other is expected to cooperate around the edges.

Our position is that Thornhill Community Centre should remain a whole-community asset, with existing users protected and with transparent, fair and inclusive governance. We are seeking a legally robust 50/50 arrangement because the temporary arrangements to date have not created stability. Since RMWG took operational control, there have been unresolved concerns around access, communications, billing, unilateral rules, group confidence and the reduction of existing community use.

We are not here to attack RMWG as an organisation, and we reject any suggestion that our concerns relate to religion, race or the identity of the group. The same concerns would apply to any organisation that displaced long-standing community governance, imposed unilateral control, failed to answer reasonable operational or financial questions, or created uncertainty for existing user groups.

We believe the Council's deferral was an opportunity to find a proper collaborative model. For us, that means equal governance, open-book finance, shared booking and access arrangements, protection for existing users, clear policies, independent dispute resolution, and a written agreement capable of being relied upon by the Council before any final CAT decision is taken."

The 19.5% occupancy figure (for [REDACTED] on Wednesday)

"We have held this back because we were trying not to inflame matters, but we think the mediator needs to understand the reality before the joint meeting. At the time of the temporary licence arrangement, FTCH's protected lets were understood as 31%. The current position is now materially different. Based on the remaining groups, FTCH's protected lets have reduced to approximately 19.5%, because around half of the remaining groups have left. That is not a minor adjustment. It is evidence that the current model is not protecting continuity of community use. – the existing community is harassed, and at the end of the rope with them and do not wish to remain with rmwg in charge. The consensus is it should never have gone to the rmwg and the consensus remains ftch should continue to manage but 50/50 is best for all inclusiveness but theyre equally willing to leave which destroys everything the community and the history of the building stands for.

PART 4: THE FULL HISTORY

Before the FRI licence (pre-October 2025)

FTCH SCIO managed Thornhill Community Centre, serving 16 groups but with 12 established community groups in the fri, and approximately 346 regular weekly users (386 including ad hoc bookings). Groups included brain injury rehabilitation (Headway), mental health and addiction recovery services (Caledonia Services, council-funded via HSCP), elderly support, neurodiverse music (Count Me In), fitness classes, churches, and parent-toddler groups. The building was a functioning whole-community asset under community-led governance.

RMWG expressed interest in the building. FTCH offered RMWG approximately 33% of main hall access through a long-term anchor let within a balanced multi-user programme, we as licence holder. The expectation was that it would continue under our management. This was a genuine, documented offer of inclusion. Initially RMWG agreed and accepted this arrangement, however. Later unknown to us they, the RMWG rejected it.

Following the rejection, RMWG went behind FTCH's back to the council and underhandly forced our hand and if we didn't concede the centre would have closed and destroyed the community. The council, without informing FTCH, sent correspondence discussing "displacement" of the existing community. RMWG stated to us they felt discriminated against because they didn't get the fri as they wanted the building. We had another meeting with the council, we asked the RMWG about the architect plans, we shared ours and invited them to meet with our architect so they could be involved in the full process, but they rejected everything we put on the table. We have always been willing to work with rmwg – there was great emphasis on it. Their response was they just wanted to own the building for their community, but oh for the existing community too. We were backed right into a corner while they were willing to let the building close for their own selfish needs. The lack of trust was non-existent from before the fri licence even commenced.

The council then issued the temporary FRI licence to RMWG from 1 October 2025, with FTCH placed on a sub-licence for its own protected lets in the building it had been managing. That is how FTCH went from managing 12 community groups to being a sub-licensee under an organisation that had rejected collaboration and had no relationship with any of the existing users.

Under the FRI licence (October 2025 onwards)

From the moment RMWG assumed the FRI licence, the documented pattern of conduct has been consistent and escalating. The issues are set out in the six evidence themes below.

PART 5: THE SIX EVIDENCE THEMES

Do not present twenty separate complaints. Present six evidence themes showing a pattern.

Theme 1: Community continuity has deteriorated

"The temporary arrangement was supposed to preserve access and stability pending the CAT process. In practice, existing community use has reduced."

- Twelve established community groups were using the hall. Six have now left.
- Timetable occupancy has dropped from 31% to 19.5%.
- Groups departed include Kettlercise, Satori Mind, Hartbeeps, Art n Soul, Count Me In (displaced to Carronshore), and one of the churches.
- Caledonia Services (HSCP, council-funded mental health programme) has been considering its position.
- When the remaining groups arrive for their sessions, nothing else is there except FTCH's groups. RMWG's promise to "continue lets for the foreseeable future" has not translated into any engagement with, support for, or acknowledgement of the existing community.
- Groups have left because of the uncertainty, the treatment, and the operational conditions.
- competitiveness by introducing same classes as the existing community deliver but offering for free creating direct competition and uneasiness.

Theme 2: Unilateral control has created governance risk

"The issue is not whether RMWG should be involved. The issue is that unilateral operational control has repeatedly created conflict. A shared asset cannot be run on one-sided rules."

- RMWG changed the hall locks without consultation, locking FTCH out. Keys provided 27+ hours late. Breaches Clause 6.3 of the sub-licence (both parties hold access keys).
- RMWG questioned why FTCH needed office access, a contractual right under Clause 10.5 (access during lets includes office space).
- RMWG accused FTCH of changing the keybox code. Independently verified as untrue by two trustees. Retracted by RMWG.
- RMWG disconnected FTCH's broadband without permission or notice and installed their own. Raised in correspondence. Never addressed. Then charged FTCH 31% for internet.
- RMWG installed a Hive heating control system without consultation. Clause 9.1 of the FRI licence: "The Licensee will not carry out any alterations or additions to the Property without the prior written approval of the Licensor." FTCH asked whether prior approval was obtained. No answer received.
- FTCH has no access to heating controls. Vulnerable users left in the cold during sessions. They turn it off and on at will.
- RMWG accused FTCH of manually overriding heating. No evidence provided. No FTCH member had access to the locked controls.
- RMWG issued "Operational Rules and Code of Conduct" with no basis in the sub-licence, characterising legitimate financial scrutiny as "vexatious conduct" with suspension of cooperation as consequence.
- RMWG stated FTCH has "no audit authority" while simultaneously billing FTCH for costs it could not verify.
- FTCH has serious concerns about the accuracy of a claimed let, because it appears impossible when checked against the protected-let timetable. This was raised more than once with the Council copied in and no substantive response was received.
- Caledonia Services (HSCP, council-funded) was denied access to its protected let weekly for several weeks. HSCP raised a formal complaint.

Theme 3: Financial transparency and billing remain unresolved

"FTCH has never said it will not pay legitimate costs. The issue is that charges must be evidenced, correctly calculated, proportionate and transparently explained."

- Inconsistent VAT rates: some bills showed 5% on heating/electricity, others 20%, with no justification.
- Some invoices appeared genuine utility bills; others appeared separately generated in a different format.
- Retrospective charges for locks from October 2025 that RMWG changed without consultation.
- Charges for items FTCH did not agree to: cleaning staff, cleaning supplies, the Hive system, locks, roof repairs, WiFi, and PAT testing including items unrelated to the hall.
- Duplicate invoice numbering with different amounts.
- The FRI licence fee includes building insurance at £1,267.28/month recharged from the council. RMWG separately charged FTCH 31% of a £105.60 "insurance" cost that cannot be building insurance and appears to be RMWG's own additional policy.
- FTCH sent a formal 13-point invoice query on 15 May 2026. RMWG's response on 18 May did not address any substantive query, alleged material breach without identifying any clause, and threatened to contact FTCH's community groups about the billing dispute.

Theme 4: Trust has been damaged by conduct and allegations

"There is now a significant trust deficit. We do not say that mediation cannot address that, but any outcome has to be designed for a low-trust environment. That means written rules, open-book systems, equal access to information and independent escalation."

False accusations of racism (three documented occasions)

1. RMWG sent correspondence to [REDACTED] Falkirk Council accusing FTCH of racism. Challenged directly with the [REDACTED]'s office. The accusation was false and no evidence was provided.
2. RMWG referenced a social media comment by a member of the public as evidence of racism by the FTCH committee. The individual has no connection to the committee.
3. At the council-facilitated meeting on 26 November 2025, RMWG raised the racism accusation openly, circulated printed materials to all attendees, and excluded FTCH from receiving a copy. When FTCH attempted to respond, the Council's facilitator shut them down.

Unsubstantiated, repeated, deeply damaging. Never evidenced. Never retracted.

They thought they had secured the premises, they did not understand they were in a competitive cat assessment period, and they wanted to take our longstanding groups from us and cut us off.

Public campaign and social media

- RMWG made multiple public Facebook posts containing misleading information targeting FTCH during the competitive process, including claiming they had been running the centre for 18 months (the FRI licence had been in place for approximately five months).
- RMWG used the Falkirk Herald's Facebook post to invite FTCH's existing groups to contact them directly, bypassing FTCH.
- A Facebook page titled "Racists Out" appeared at the same time as RMWG's public posts targeting FTCH.
- All content since deleted by RMWG. FTCH has retained screenshots of everything.
- FTCH's own Facebook page has contained only factual, process-related information.

Interference and surveillance

- RMWG directly contacted FTCH's protected-let groups, attempted to claim FTCH's lets as their own, replaced noticeboard materials with information including "under new management."

- RMWG threatened to contact groups paying FTCH regarding the billing dispute (16 May 2026).
- FTCH session interrupted during protected lets period (18 May 2026) my own group, and several reports from other groups. Individuals feel vulnerable and some have stopped attending altogether.
- RMWG members observed monitoring attendees from the car park. Multiple independent users reported feeling watched, unsafe, and anxious.
- At FTCH's closed meeting on 9 March 2026, RMWG sent uninvited individuals. An undercover journalist from the Falkirk Herald was present under a fake name. Subsequently found to have been coordinated.

RMWG's own public meeting

- The Chair of FTCH was publicly ridiculed and called a name in front of the community.
- Community members spoken down to and told to be quiet – like they were children.
- RMWG refused to answer questions about unilateral changes to contracts and the absence of safeguards for existing groups beyond the 12-month protected period.
- RMWG video-recorded attendees without consent. When challenged, individuals retreated into the kitchen to upload elsewhere and hide from the public and our concerns.
- RMWG publicly stated FTCH had "bullied" them, without acknowledging every FTCH communication is grounded in the signed sub-licence agreement.

Theme 5: Existing users and vulnerable groups need protection

"The people most affected are not the trustees. They are the users: existing groups, vulnerable groups, health and social care users, faith and community groups, classes and local residents who need continuity, fair pricing and confidence."

- Brain injury rehabilitation (Headway), mental health and addiction recovery (Caledonia Services/HSCP), elderly support, neurodiverse provision, fitness and wellbeing classes, parent-toddler groups, and faith communities all use or used this building.
- Half the groups have left. The ones remaining have stayed because of loyalty to the programme, not because the environment supports them.
- RMWG's business plan states "42 hours per week usage of main Hall (as advised by the management committee) with a potential to increase to 50 hours." At £15/hour x 50 hours x 50 weeks, that is £37,500 from the main hall alone. Total available hours are 91 per week. The same hall has to hold existing protected lets, RMWG's own programme, and 42 to 50 hours of paid hire. Those cannot all fit. The viability case and the continuation promise are in direct tension.
- RMWG's community consultation: 35 responses to a generic question ("How do you feel about Rainbow Group acquiring its own premises?"), not specific to Thornhill. FTCH's consultation: 126 responses, 98.4% support, building-specific.

Theme 6: The Council needs a defensible outcome

"The Council deferred to allow collaboration. A vague promise to work together will not be enough. The Council needs a defensible, practical, legally robust outcome before making a final decision."

- [REDACTED] was questioned by Executive members and conceded on the record that the commercial scoring was "a feeling" and that commercial activity does support sustainability. That is the head of assets contradicting his own report.
- The Community Wealth Building (Scotland) Act 2026 (Royal Assent 25 March 2026) gives community wealth building statutory footing and a due-regard duty, directly supporting FTCH's model.
- The scoring gap (RMWG 68, FTCH 62) was built almost entirely from subjective "Panel view" language. The one objective criterion (Performance Management) went to FTCH.

- The Council's own EPIA contradicted the panel's inequality scoring. FTCH prepared an extensive EPIA supporting its application across all protected characteristics.
- If mediation produces only a vague statement of goodwill, the Council will be making a permanent transfer decision on a six-point subjective margin with no enforceable safeguards. That is not defensible.

PART 6: THURSDAY SESSION (JOINT WITH RMWG)

Opening statement for Thursday

"FTCH is here to try to find a workable way forward. We recognise that both organisations care about the building and both have communities they want to support. Our concern is that the current temporary arrangement has not produced stability or confidence for existing users, and it has left too much control sitting with one organisation.

For FTCH, collaboration has to mean genuine shared governance. We are therefore proposing a 50/50 model with equal decision-making, transparent finances, shared booking arrangements, protection for existing users, clear access arrangements, agreed policies and an independent dispute route.

We are flexible about the exact legal mechanism, provided it is legally robust and acceptable to the Council. However, we are not able to support an arrangement where FTCH remains dependent on RMWG's unilateral decisions, or where the existing community use of the hall is not properly protected.

We want to move this away from conflict and into a written structure that both organisations, the Council and the community can rely on."

Questions for RMWG (use questions, not accusations)

- "Do RMWG accept that Thornhill Community Centre should be governed as a whole-community asset?"
- "Do RMWG accept that FTCH should have equal legal and operational control in any collaborative model?"
- "If RMWG do not accept 50/50, what exact model are they proposing and how would it prevent unilateral control?"
- "Do RMWG agree that all existing users should be protected unless there are objective, agreed reasons for change?"
- "Do RMWG agree to open-book financial management?"
- "Do RMWG agree that invoices should be evidenced, standardised and transparent?"
- "Do RMWG agree that no rules, access arrangements, charges or bookings should be changed unilaterally?"
- "Do RMWG agree to an independent dispute resolution mechanism?"
- "Do RMWG agree that allegations of racism, harassment or bad faith should not be made unless evidenced and addressed through an agreed process?"
- "Do RMWG agree that any outcome from mediation must be written, specific and capable of being relied upon by Falkirk Council?"

PART 7: FTCH'S 50/50 PROPOSAL (HEADS OF TERMS)

Proposed terms

- Equal board representation or equal decision-making authority.
- No unilateral operational control by either charity.
- Independent chair or independent dispute resolver.
- Written constitution or management agreement.
- Shared booking system with shared access to the calendar.
- Standard hire terms and published pricing.
- Open-book finances with dual authorisation for spending.
- Monthly management accounts.
- Ringfenced protection for existing users.
- No removal or alteration of lets without objective criteria agreed by both parties.
- No unilateral lock changes, access changes, rule changes, or communication to user groups.
- Clear complaints and dispute pathway with independent escalation.
- 6 or 12-month review period.
- Council oversight or step-in trigger if the agreement breaks down.

Possible legal structures (flexible on mechanism)

1. A new joint operating vehicle with equal FTCH/RMWG membership.
2. A lease or CAT award to one body but with legally binding equal management conditions.
3. A formal partnership agreement attached to the lease or management agreement.
4. A staged arrangement where the Council defers final transfer until the joint model is written and approved.

"We are flexible on the legal mechanism, but not on the substance: equal control, written enforceability, transparent finance and protected community access."

FTCH's inclusive track record

FTCH offered RMWG 33% of main hall access before the FRI licence. That was rejected. FTCH's own CAT application explicitly includes provision for RMWG as a standard let within a balanced programme. FTCH's pipeline includes multicultural events, men's health services, broader faith-based provision, and a growing ethnic-minority faith congregation. FTCH has always been the party proposing inclusion. RMWG has been the party rejecting it and seeking sole control. RMWG already operates across Falkirk from multiple locations.

What are rmwg willing to concede? What are they not willing to concede? – whats important to you, we need to know that to find a way to move forward. We need to get a flavour of what it is you are working towards?

PART 8: WHAT FTCH CAN CONCEDE

Show you are reasonable. Every concession you offer makes RMWG look worse if they refuse equal governance in return.

- Name and branding of the joint arrangement.
- Which room or area each organisation uses for its own activities.
- Rotating chairing of operational meetings.
- A neutral independent chair for the first 12 months.
- A phased transition rather than immediate restructuring.
- Joint events and community days.
- A review after 6 months.
- Equal policies applying to both groups.
- RMWG having recognition for its history and service to Muslim women.
- FTCH having recognition for its existing user base and whole-community role.

PART 9: QUESTIONS FOR [REDACTED] (WEDNESDAY)

1. Can you confirm your independence from Falkirk Council and from both parties?
2. What are the terms of reference or scope of this mediation?
3. How will any outcome, agreed points, unresolved matters or points of disagreement be recorded and reported back to the Executive Committee before the special meeting?
4. Will both parties have sight of and an opportunity to respond to anything submitted to the Executive?
5. Will anything said in private caucus be kept confidential unless expressly authorised?
6. Are both parties expected to have authority to agree terms?
7. Will the mediator allow evidence to be referred to where factual claims are disputed?
8. How will allegations such as racism, harassment, bad faith or financial impropriety be handled?
9. Can the mediation focus on future governance rather than becoming a trial of every historic allegation?
10. Can any agreement include legally binding safeguards rather than broad statements of goodwill?
11. Will the mediator assist the parties to draft practical heads of terms?
12. How do you intend to structure Thursday's joint session?
13. Will you be meeting RMWG separately before the joint session as well?
14. Is there anything you need from us in advance of Thursday?
15. What happens if one party says it supports collaboration but refuses equal shared control?

PART 10: RED LINES

These are non-negotiable:

- No model where RMWG remains principal controller and FTCH merely has protected lets.
- No informal "trust us" agreement.
- No unilateral rules.
- No unilateral contact with FTCH user groups about their lets, payments or access.
- No unsupported accusations of racism or harassment being used to shut down governance concerns.
- No unexplained invoices or retrospective costs.
- No removal or reduction of existing users without agreed objective criteria.
- No lock, access, or booking changes without joint approval.
- No outcome that goes back to Council as "collaboration agreed" unless it is written down in specific, enforceable terms.

PART 11: HANDLING THE RACISM ISSUE

Do not go defensive. Do not say "they are playing the race card." Use this:

"We want to address the equalities point directly and respectfully. FTCH is an inclusive community charity and we fully recognise the value of RMWG's work with Muslim women. Our concerns are not about religion, race, ethnicity or culture. They are about governance, transparency, access, existing users and the future of the building as a whole-community asset. We advocate for minority groups and we are not that type of persons. We are upset that you tried to damage our reputation. It has been very disappointing and underhanded. It needs to stop and clear the slate. Nor do we participate in protests or anything like that. We are moving on from that.

If any external organisation, of any background, had displaced long-standing local governance, imposed unilateral operational control, issued rules without agreement, failed to answer reasonable financial queries, or created uncertainty for existing users, FTCH would have raised exactly the same concerns.

We are happy for equality and anti-discrimination safeguards to be built into any agreement. What we cannot accept is legitimate governance scrutiny being characterised as racism or hostility – it needs to stop, as it should never have happened. There is not clear examples of this whatsoever.

If RMWG raises [REDACTED] or former trustees

One-shot factual response, then move on:

'[REDACTED] is a former trustee who remains a signatory on a legacy bank account containing charitable funds that the current board is recovering through solicitors. She has an active dispute with the SCIO. OSCR investigated, closed the inquiry in favour of the current trustees with no regulatory action, and recommended the board pursue recovery with professional support. Her testimony is not independent.'

PART 12: LANGUAGE DISCIPLINE

Phrases to avoid (even if true in your view)

- "They are deceitful."
- "They fabricated everything."
- "They are underhanded."
- "They are playing the racism card."
- "They stole it from under us."
- "They cannot be trusted."

Replace with

- "We have serious concerns about accuracy."
 - "We have not received evidence to support that."
 - "That does not match the documents we hold."
 - "There is a significant trust deficit."
 - "The process has not felt transparent."
 - "That is why the agreement needs safeguards."
 - "We need objective evidence and written terms."
 - "This is exactly why the outcome needs to be 50/50, written, transparent and independently enforceable."
-

PART 13: THINGS NOT TO RAISE IN MEDIATION

- The council notebook/diary. Separate procedural fairness instrument. Raising it gives the council advance notice and spends a card for another time.
- The GDPR/data protection matter. Held for the solicitor at the right time.
- The FOI request. Post-mediation/post-Executive instrument.
- The legacy RBS bank account. Separate legal matter. Do not raise proactively. Have the [REDACTED] response ready if RMWG raises it (Part 11 above).
- Detailed financial figures from the legacy account.
- Internal FTCH strategic arrangements.
- The formal complaint to the Council. Acknowledge it exists if asked; do not discuss contents.

PART 14: FALLBACK IF 50/50 IS REFUSED

If RMWG refuse equal shared control, FTCH must not look stuck. The position is clear:

"If RMWG do not agree to equal shared governance, then no genuine collaboration has been achieved. In that scenario, FTCH will ask that the mediator records that FTCH entered mediation in good faith with a detailed 50/50 proposal covering ten practical headings, but RMWG did not agree to equal governance or legally enforceable shared control. FTCH's position would then be that the Council should not treat mediation as having resolved the governance risk, and that a permanent transfer without enforceable protections for the existing community remains unjustifiable."

This matters because it prevents anyone telling the Executive that "mediation took place and collaboration was discussed" as if that is enough. The record must show what each party proposed and where agreement could not be reached.

What are they looking for if 50/50 not agreed – as everyone wants to work together – FC, the Comm, Our SCIO – so what's your position?

Is there a reason why you don't want 50/50? What's the issue? What is the problem – we are the community too?

PART 15: WHAT FTCH NEEDS RECORDED AND REPORTED

FTCH's position is that any report back to the Executive should distinguish between:

1. Points agreed between the parties.
2. Points not agreed between the parties.
3. Each party's proposed model for the building.
4. Whether either party refused equal shared control.
5. Whether any proposed collaboration is legally enforceable or merely aspirational.

Both parties must have sight of and an opportunity to respond to the report before it is submitted to the Executive. This should be agreed with [REDACTED] on Wednesday before any substantive discussion.

PART 16: DO NOT GET DRAGGED INTO (THURSDAY)

In the live joint session, do not allow the discussion to become:

- Personal disputes between individuals.
- A detailed argument about who said what on Facebook, unless needed as evidence of trust breakdown.
- Defending every individual historic allegation one by one.
- Arguing about whether RMWG are "good people" or a valuable organisation. That is not in dispute.
- Proving every historic point in forensic detail. The themes are enough.
- Debating [REDACTED] unless they raise her first.
- Letting the session become "FTCH on trial" where you are answering for your conduct instead of testing whether a workable model exists.

If the discussion goes off track, return to:

"We can evidence the background if required, but the purpose today is to test whether a workable, enforceable shared governance model can be agreed."

PART 17: EVIDENCE INDEX

Use this to locate evidence quickly if [REDACTED] or RMWG ask. Fill in the specific folder/email locations before Wednesday.

ISSUE

EVIDENCE

Locks changed / access delayed: Email chain, sub-licence Clause 6.3. [Insert date and folder location]

Office access challenged: Email correspondence, sub-licence Clause 10.5. [Insert date and folder location]

Broadband disconnected: Email correspondence to RMWG. [Insert date and folder location]

Hive installed / no approval confirmed: Email to RMWG and Council, FRI Clause 9.1. [Insert date and folder location]

Invoice dispute (13-point query): FTCH letter 15 May 2026 and RMWG response 18 May 2026. [Insert folder location]

Racism allegation to [REDACTED]: Correspondence on file. [Insert date and folder location]

Racism allegation at 26 November meeting: Meeting records, FTCH challenge correspondence. [Insert folder location]

Social media posts and "Racists Out" page: Screenshots retained. [Insert screenshot folder location]

Spies at 9 March closed meeting: Meeting records, subsequent correspondence. [Insert folder location]

RMWG public meeting conduct: Notes and correspondence. [Insert folder location]

Operational Rules document: Copy of document on file. [Insert folder location]

Group departures (12 to 6): Timetable comparison, group correspondence. [Insert folder location]

Occupancy drop (31% to 19.5%): Calculation from current timetable. [Insert spreadsheet location]

Caledonia Services access denial: HSCP complaint and correspondence. [Insert date and folder location]

RMWG claimed let (timetable conflict): Challenge correspondence with Council copied. [Insert date and folder location]

Noticeboard replacement ("under new management"): Photos and correspondence. [Insert folder location]

33% anchor let offer (pre-FRI): Council mediation records, August/September 2025. [Insert folder location]

FTCH CAT application (provision for RMWG): Application document on file. [Insert location]

RMWG business plan (42/50 hours assumption): Published CAT report appendices. [Insert location]

[REDACTED] "a feeling" concession: Executive Committee meeting 18 June 2026, on the public record.

OSCR inquiry closure (MI/INQ/25-0110): OSCR letter dated 14 April 2026. [Insert folder location]

SUMMARY

Your best overall argument

The Council deferred because collaboration was possible. FTCH is offering collaboration. But collaboration cannot mean RMWG keeps control and FTCH accepts safeguards on paper only. The evidence since October 2025 shows unilateral control has already reduced user confidence and community use. A legally binding 50/50 structure is the only compromise that protects both organisations, the Council, and the wider Thornhill community.

When it gets messy, return to

"This is exactly why the outcome needs to be 50/50, written, transparent and independently enforceable."

Hello [REDACTED] and [REDACTED],

Thank you for your reply and for your understanding of my position. I, in turn, appreciate your desire to ensure Falkirk Council are aware of the key points raised in our private session. It is not a common scenario, sharing details of a private session with a third party, but given the circumstances, I believe, as this option has been offered to both parties, that I am able to proceed accordingly. Thank you for the summary provided below, I have my own notes, but it is useful to revisit your perspective. A Teams is scheduled for today at 11.30.

I will ensure both parties are forwarded a copy of my final report for record.

Best wishes,

[REDACTED]

□

A blue circle with white text

AI-generated content may be incorrect.

[REDACTED], Chartered MCIPD

Director

Employment Law & HR Advisor

Mediator

Acas Trained Investigator

MSc L&M, MSc HRM

T: [REDACTED]

E: [REDACTED]

W: [REDACTED]

Li: [REDACTED]

From: [REDACTED]@thornhillcommunitycentre.org.uk> **Sent:** 14 July 2026 16:33 **To:** [REDACTED]>; [REDACTED]

[REDACTED]@thornhillcommunitycentre.org.uk>; Admin

<admin@thornhillcommunitycentre.org.uk> **Subject:** Re: Mediation Report - Post-Mediation Report - FTCH consent and key matters for discussion with Falkirk Council

Hi [REDACTED]

Thank you for your emails and for taking the time to seek RMWG's consent regarding further disclosure of the mediation discussions.

We fully understand and respect your position regarding the confidentiality of the joint mediation session and appreciate that, without the consent of both parties, you are unable to disclose the detail of those discussions.

We are grateful, however, that you have offered to discuss our private pre-mediation session with Falkirk Council, following the consent we have given.

We would therefore like to clarify that FTCH gives its full consent for you to discuss the substance of our private session on 8 July 2026 in whatever level of detail you consider professionally appropriate.

We feel it is important to explain that our private meeting was intentionally structured to provide you with the complete background to the dispute before the joint mediation commenced. We did not raise those matters simply to revisit historical issues. Rather, we wanted you to understand why FTCH's proposal for the future of Thornhill Community Centre took the form that it did, and why we believed legally enforceable shared governance was essential if collaboration was to be sustainable.

The history, the current position and our proposed way forward were all intrinsically linked.

Accordingly, we authorise you to discuss the principal themes from our private session, including:

The background to the dispute

- The history leading to the temporary FRI licence arrangements.
- The events surrounding those arrangements and the context in which FTCH found itself following the implementation of the temporary management arrangements.
- Why FTCH believed the governance difficulties experienced during that period fundamentally shaped our view of what would be required for any future collaborative arrangement.

Our experience during the temporary FRI arrangements

During our private session we explained a number of operational and governance issues which, taken together, informed our proposal for the future. These included:

- governance and management concerns arising during the temporary arrangements;
- unilateral operational decision-making;
- access arrangements and lock changes;
- the removal and replacement of systems without agreement;
- disputes regarding the interpretation and operation of the Sub-Licence Agreement;
- the attempted introduction of an Operational Code of Conduct which FTCH considered sought to impose additional operational requirements beyond those contained within the agreed contractual framework;
- communications and operational processes;

- ongoing unresolved billing and invoice disputes, including the outstanding points which remain unresolved;
- wider concerns regarding transparency, accountability and confidence in the governance arrangements.

These matters were discussed because they demonstrated, from FTCH's perspective, the practical governance issues that had arisen under the temporary arrangements and why we believed stronger governance safeguards were necessary for the future.

Impact on the community

We also discussed the wider impact that FTCH believes the current arrangements have had upon existing community provision, community confidence and the practical operation of the Centre.

In particular, we are content for you to advise Falkirk Council that the level of established community use associated with FTCH has now reduced from the originally protected 31% to approximately 19.5%. We had not previously raised this with the Council, but consider it relevant to understanding the practical impact of the current arrangements and why a sustainable long-term governance solution is required.

The proposal FTCH brought to mediation

We explained that FTCH attended mediation in good faith and with a genuine desire to secure collaboration rather than conflict.

Our proposal was for a legally binding shared-governance model incorporating:

- equal governance;
- equal participation in decision-making;
- equal allocation of community access;
- transparent financial arrangements;
- shared operational systems;
- agreed policies and procedures;
- protection for existing community users;
- appropriate dispute-resolution mechanisms;
- and a structured review process.

We also explained that whilst our preferred proposal was based upon a 50/50 shared-governance model, FTCH was not fixed upon one particular legal mechanism. We remained willing to consider any alternative legally enforceable structure capable of delivering genuine shared governance, protecting both organisations equally and safeguarding Thornhill Community Centre as a whole-community asset.

The purpose behind our proposal

We hope it can be conveyed that FTCH's proposal did not arise in isolation.

It arose directly from our experience during the temporary governance arrangements.

The historical matters discussed during our private session were therefore not simply historical grievances. They explained why FTCH believed legally enforceable shared governance was necessary to avoid repeating the same governance difficulties in the future.

Our objective throughout has been to find a governance structure capable of protecting the Centre, its users and both organisations over the long term, rather than creating a position where either organisation could exercise unilateral control.

We fully appreciate that you must exercise your own professional judgement regarding the discussion with Falkirk Council and are not asking you to advocate for FTCH or make findings on disputed matters.

Rather, we simply wish the Council to understand the complete context that informed our position, the reasoning behind the proposal we brought into mediation and the constructive basis upon which FTCH participated throughout the process.

If possible, we would also be grateful if you could let us know:

- who from Falkirk Council will be attending the Teams discussion;
- whether the discussion will be formally minuted or recorded; and
- whether any written summary or note of the discussion will be provided to the Executive Committee as part of its consideration.

Finally, may we thank you once again for your professionalism, patience and impartiality throughout this process. We appreciate the considerable time and effort you have invested in assisting both organisations.

Kind regards,

██████████ Chair

██████████ Secretary

Falkirk Thornhill Community Hall SCIO

From: ██████████ > **Sent:** 13 July 2026 4:11 PM
To: ██████████ @thornhillcommunitycentre.org.uk>; ██████████
██████████ @thornhillcommunitycentre.org.uk>; Admin
<admin@thornhillcommunitycentre.org.uk> **Subject:** Mediation Report - Post-Mediation Report

Hello ██████████ and ██████████,

I have had a response from RMWG, and they do not consent to your suggested post mediation detail being shared via the report.

As I believe your suggestions go beyond the confidential parameters of the joint mediation I am unable to include them without consent from both parties.

I will contact RMWG and request their consent to disclose what you have suggested and advise accordingly.

I can, however, as you have given your consent, report back to Falkirk Council regarding our private session, please advise if there are specifics you wish me to cover as that will be via Teams.

I will offer the same option to RMWG.

Regarding further mediation, this can always be pursued if both parties consent and fully participate, it will remain an option, and I can clarify that point in the report.

Best wishes,

[REDACTED]

□

A blue circle with white text

AI-generated content may be incorrect.

[REDACTED], Chartered MCIPD

Director

Employment Law & HR Advisor

Mediator

Acas Trained Investigator

MSc L&M, MSc HRM

T: [REDACTED]

E: [REDACTED]

W: [REDACTED]

Li: [REDACTED]

From: Admin <admin@thornhillcommunitycentre.org.uk> **Sent:** 11 July 2026 20:51 **To:**

[REDACTED]; Admin

<admin@thornhillcommunitycentre.org.uk> **Cc:**

[REDACTED] <[\[REDACTED\]@thornhillcommunitycentre.org.uk](mailto:[REDACTED]@thornhillcommunitycentre.org.uk)>;

[REDACTED] <[\[REDACTED\]@thornhillcommunitycentre.org.uk](mailto:[REDACTED]@thornhillcommunitycentre.org.uk)> **Subject:** Re: Mediation Report - Post-Mediation Report, FTCH Comments **Importance:** High

Hi [REDACTED]

Thank you for circulating the draft post-mediation report. We appreciate the time and care you have given to the mediation process.

We have reviewed the draft carefully. We understand and respect that the report must preserve mediation confidentiality and that it cannot be a detailed minute of the

discussions. However, FTCH is not comfortable with the report as currently drafted, because it is too high-level to allow the Executive Committee to understand what each party proposed, what each party was willing to agree to, and where the non-agreement arose.

In particular, the current wording in section 7 states that the parties were “unable to unify in the vision of a joint collaboration”. We are concerned that this presents the outcome as a general or mutual inability to agree, without distinguishing between the parties’ respective positions or the practical proposals actually put forward.

FTCH wants to be fully open and transparent with Falkirk Council about the position it took in mediation. We entered the process in good faith with a detailed proposal for a legally binding 50/50 shared model, including equal governance, equal time allocation, transparent financial arrangements, shared systems, protection for existing community users, an independent dispute-resolution process, and a review period.

We remain willing to collaborate on that basis, or on any equivalent legally enforceable structure that provides genuine shared control and protects the building as a whole-community asset. FTCH also remains willing to participate in any further focused mediation if the purpose is to test a specific legally enforceable model capable of resolving the governance risk.

FTCH therefore consents to disclosure to Falkirk Council of the following:

1. The substance of FTCH’s private pre-mediation session with you on 8 July 2026, including FTCH’s position, proposal, and the issues raised by FTCH.
- 2) FTCH’s own position and proposal as set out during the joint mediation session on 9 July 2026.
3. The key outcome of the joint mediation session, namely whether any agreed collaborative model, legally enforceable shared-control structure, or equivalent alternative model was reached.

FTCH is also willing to consent to fuller disclosure of the joint-session discussions, including the specific positions taken by both parties, the proposals made, and the points where agreement could not be reached, subject of course to the confidentiality requirements of the mediation process and any consent required from RMWG.

We believe the Executive Committee needs to understand, as a minimum:

- a) that FTCH entered mediation with a detailed proposal for equal shared governance, covering governance structure, time allocation, finance, maintenance, access and systems, policies, communication with groups, dispute resolution, and a review period;
- b) that FTCH remained open to a legally robust collaborative structure capable of protecting both organisations and the wider community;
- c) that no agreement was reached on FTCH’s proposed equal shared-governance model;

- d) that no alternative collaborative model was agreed during the mediation which would provide equivalent legally enforceable safeguards against unilateral control;
- e) that no legally binding shared-control arrangement was agreed.

We would therefore ask that section 7 is amended so that it distinguishes between each party's proposed model and each party's position on collaboration, rather than presenting the non-agreement as a general or mutual inability to agree.

Suggested amended wording would be:

"Both groups participated in the mediation process and each had the opportunity to set out their perspective. FTCH proposed a legally binding 50/50 shared model for the future of Thornhill Community Centre, including equal governance, equal time allocation, transparent financial arrangements, shared systems, protection for existing community users, and an independent dispute-resolution process. FTCH stated that it remained willing to explore any equivalent legally enforceable structure capable of providing genuine shared control and protecting the building as a whole-community asset. No agreement was reached on FTCH's proposal. No alternative collaborative model or legally enforceable shared-control arrangement was agreed during the mediation. The parties therefore remain unable to agree a joint collaborative model for the Community Asset Transfer of Thornhill Community Centre."

We would also ask that the report clearly distinguishes between:

1. points agreed;
- 2) points not agreed;
3. each party's proposed model or position;
- 4) whether any legally enforceable collaborative arrangement was agreed;
5. whether any further mediation is recommended.

At present, section 6 records "No agreement reached" and does not tick "Further mediation recommended". Please could you confirm whether your position is that no further mediation is recommended, or whether this remains open depending on the parties' comments.

In relation to confidentiality, if RMWG do not consent to fuller disclosure of the joint-session discussions, please could the report record in neutral terms that FTCH consented to fuller disclosure of its own position and requested fuller disclosure of the mediation discussions, but all-party consent was not achieved.

For clarity, FTCH is not asking you to make findings of fact on disputed matters. However, we are concerned that the Council needs to understand whether the mediation produced any agreed, enforceable collaborative model. FTCH's position is that it did not.

We would be grateful if the report could be amended accordingly before it is submitted to Falkirk Council.

Kind regards,

and Falkirk Thornhill Community Hall SCIO

From: [REDACTED] > **Sent:** 10 July 2026 12:10 PM
To: Admin <admin@thornhillcommunitycentre.org.uk> **Subject:** Mediation Report

Hello [REDACTED] and [REDACTED],

Thank you so much for your time and contribution throughout the mediation process.

I have attached a first draft of the mediation report for your review. As noted yesterday it can only be a summary report as the detail of what was discussed is confidential and cannot be shared.

If you have any comments about the report content could you respond ideally today, Friday 10th July, or at the latest Monday 13th July. If I do not hear from you I will assume you are comfortable with the report.

Best wishes,

11/11/2016

A blue circle with white text

AI-generated content may be incorrect.

██████████, Chartered MCIPD

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 Muslim Womens Group (RMWG)

Representative(s): [REDACTED] and [REDACTED]

Role(s): Chair and Supporter

Group Name: Falkirk Thornhill Community Hall (FTCH)

Representative(s): [REDACTED] and [REDACTED]

Role(s): Chair and Secretary

3. Purpose of Mediation

Falkirk Council have requested mediation between both groups to identify whether they can collaborate on the Community Asset Transfer of 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 concerns between the two groups.

Post-Mediation Report

- Topic 4: Identification of joint unmet needs.
- Topic 5: Consideration of how to progress forward.

6. Outcomes

☐ Full agreement reached

☐ Partial agreement reached

X No agreement reached

☐ Further mediation recommended

7. Mediator Observations

Both groups appeared to enter into discussions, both during individual pre-mediation meetings and in the joint session, with the willingness to participate in the mediation process 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 Thornhill Community Centre.

8. Confidentiality

This report records the mediation process and outcome, alongside the mediator's 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.

9. Sign-Off

Mediator Name:

Signature:

Date:

Hello [REDACTED] and [REDACTED],

Thank you for your e-mail.

I have noted my comments below in the body of your message for reference.

I appreciate you are seeking clarity and the reasons for that; however, I must consider what is appropriate for me to say throughout this process so please understand if I am more ambiguous than you would wish.

Best wishes,

[REDACTED]

□

A blue circle with white text

AI-generated content may be incorrect.

[REDACTED], Chartered MCIPD

Director

Employment Law & HR Advisor

Mediator

Acas Trained Investigator

MSc L&M, MSc HRM

T: [REDACTED]

E: [REDACTED]

W: [REDACTED]

Li: [REDACTED]

From: [REDACTED]@thornhillcommunitycentre.org.uk> **Sent:** 17 July 2026

22:55 **To:** [REDACTED]>; [REDACTED]

[REDACTED]@thornhillcommunitycentre.org.uk>; Admin

<admin@thornhillcommunitycentre.org.uk> **Subject:** Re: Mediation Report - Falkirk Council Briefing Following Mediation

Hi [REDACTED]

Thank you again for your time and professionalism throughout the mediation process.

Further to your meeting with Falkirk Council on Wednesday 15 July, and as the matter will now return to the Special Executive meeting on 13 August 2026, we would be grateful for some clarification to help us prepare our written submission and deputation.

Could you please confirm:

- who attended the meeting on behalf of Falkirk Council; > I had a Teams meeting with [REDACTED].
- whether the discussion was minuted, recorded or otherwise documented; > I am unaware that the meeting was documented in any way.
- whether any note or summary of your briefing will be provided to the officers and elected members involved in the Executive decision; > That is a question for [REDACTED]. and
- broadly, which of the principal matters from FTCH's private session you were able to convey.
- Referencing the detail of the Teams meeting, I relied solely on my notes from our private session, this was to ensure I only covered ground discussed at that point and I did not stray into any further discussions or e-mail correspondence. As you were both in the meeting you will be familiar with the ground you both covered.
- [REDACTED] has received the report as have both parties.

In particular, we would like to understand whether your briefing covered the context surrounding the temporary FRI arrangements; the operational, financial and governance concerns we raised; the impact upon existing community provision; and why those experiences informed FTCH's proposal for legally binding shared governance.

We would also be grateful if you could confirm whether the Council was advised that:

- FTCH entered mediation in good faith and remains willing to collaborate;
- our detailed legally binding 50/50 shared-governance proposal remains open;
- FTCH remains willing to consider any equivalent legally enforceable structure providing genuine shared control; and
- no agreed collaborative governance model was reached through the mediation process.

We fully appreciate that you cannot disclose anything said by RMWG during the confidential joint session, and we are not asking you to do so. Our questions relate solely to FTCH's private session, our own position and the information we expressly authorised you to share.

FTCH also intends to provide Falkirk Council with its own non-confidential written account of its post-mediation position, proposal and the underlying evidence from its records. Could you please confirm that, from a mediation-confidentiality perspective, you have no objection to us doing so, provided that we do not disclose or attribute anything said by RMWG during the joint session?

- As you are aware the entire content of the joint mediation session remains confidential, Falkirk Council are also aware of that. The position of FTCH is a matter for you as a Board, if you do not rely on anything discussed, shared, or intimated during that session then you should not be in breach of our agreement.

Thank you again for your assistance.

Kind regards,

██████████ Chair

██████████ Secretary

Falkirk Thornhill Community Hall SCIO

From: ██████████ **Sent:** 17 July 2026 10:30 AM
To: ██████████ @thornhillcommunitycentre.org.uk>; ██████████
██████████ @thornhillcommunitycentre.org.uk>; Admin
<admin@thornhillcommunitycentre.org.uk> **Subject:** Mediation Report

Hello ██████████ and ██████████,

Thank you for all your input into the mediation process. I appreciate the time you set aside to attend our meetings and to ensure I was aware of all the necessary detail from your perspective. As I have completed my meetings with all parties I have now attached my report for your records.

I must remind both parties that the detail of our joint session remains confidential unless both parties agree otherwise, at present there is no such agreement in place.

Best wishes,

██████████ Hi ██████████

Please see attached the confidential contemporaneous note from Thursdays mediation session.

This has been prepared from the notes we had taken during and immediately after the session. This is for our own FTCH's internal record at this stage. It is not an agreed minute of the mediation and should not be circulated further, including to the wider board, Falkirk Council, RMWG or the mediator, pending clarification of the mediation confidentiality, final position and any trustee-governance requirements.

The note is marked confidential, without prejudice, and prepared for the purpose of obtaining legal advice. We should retain this for our own records only and for reference when ██████████ circulates the draft outcome report for our review.

Thanks

██████████ sent to ██████████ on 11th july.

[REDACTED]
[REDACTED]
Falkirk Council

CC: strategicpropertyreview@falkirk.gov.uk

[Date]

FTCH Formal Submission to the Head of Investment, Assets and Climate

Thornhill Community Centre: Community Asset Transfer, Mediation and Operational Record

INTRODUCTION

Dear [REDACTED],

Ahead of the special Executive meeting on 13 August 2026, Falkirk Thornhill Community Hall SCIO (FTCH) is formally placing with you, as [REDACTED], its complete position and the material operational, governance and financial matters arising throughout the Community Asset Transfer process and the temporary FRI arrangements.

The purpose of this submission is to ensure that these matters are formally recorded at senior officer level, given your oversight of the Strategic Property Review process and the officers involved, and that all matters material to the CAT determination are appropriately taken into account before the Council reaches its decision. Where matters contained within this submission are material to the decision before the Special Executive, FTCH asks that they are brought to members' attention before the determination is made.

This is not solely a response to the mediation. It is a comprehensive account of where matters now stand, covering:

- the outcome of the external mediation and FTCH's continuing offer of legally binding equal shared governance;
- the critical outstanding governance concerns arising from the temporary FRI licence arrangements, including the Operational Code of Conduct imposed by RMWG and the unresolved billing dispute;
- the full operational evidence from the temporary FRI period and its impact on existing community provision; and
- FTCH's concerns regarding the comparative scoring of both CAT applications.

The original recommendation was based on two Strong applications separated by only six points. Since that assessment, the Council has accumulated real-world evidence from the temporary operating arrangement. That evidence includes unresolved financial scrutiny, unilateral operational rules, access and systems issues, and a substantial loss of established community provision. The Executive then deferred specifically to explore collaboration. FTCH responded by presenting the mediator with a detailed, legally enforceable equal governance model, and that offer remains open. Against that background, the Council must now satisfy itself that its original recommendation remains supported by the evidence before making a permanent transfer.

Scottish Government guidance on asset transfer requests makes clear that authorities should maintain dialogue throughout the process and may seek or receive clarification and additional information needed for the decision.

Basis of this submission

The mediator, [REDACTED], has confirmed that FTCH may provide Falkirk Council with its own non-confidential written account of its position, proposal and the underlying evidence from its records, provided that FTCH does not disclose or attribute anything said by RMWG during the confidential joint mediation session. This submission has been prepared on that basis.

The matters set out below are drawn from FTCH's own records, correspondence, documented evidence, and the substance of FTCH's private pre-mediation session with the mediator on 8 July 2026, to which FTCH gave full consent for disclosure to Falkirk Council.

This submission does not disclose, rely upon, or attribute anything said by RMWG during the confidential joint mediation session.

The mediator's briefing to Falkirk Council

The mediator confirmed that her verbal briefing to Falkirk Council on 15 July 2026 was conducted via Teams with [REDACTED] alone. The mediator advised that she was unaware whether the discussion was minuted, recorded, or otherwise documented, and that whether any note or summary would be provided to elected members was a matter for Falkirk Council.

The mediator confirmed she relied solely on her notes from FTCH's private session and did not stray into any further discussions or correspondence. The full detail of FTCH's documented evidence, including the billing correspondence, the Operational Code of Conduct, and the supporting email trail copied to the Council throughout the FRI period, may not have been covered in that briefing.

The published mediation report necessarily cannot set out FTCH's full authorised position, and there is no confirmed written record of the mediator's subsequent oral briefing to [REDACTED]. This written submission is therefore necessary to ensure that FTCH's complete position and evidence is formally placed before the Executive Committee.

Requests for confirmation

We would be grateful for confirmation of:

- That this submission will be placed before the Executive Committee.
- Whether it will be included in the committee report, as an appendix, or as supplementary papers.
- Whether any written record was made of the mediator's Teams briefing on 15 July 2026.
- How the substance of FTCH's authorised private-session disclosure will be conveyed to the elected members making the decision.
- Whether the comparative scoring has been revisited in light of the mediation outcome, the evidence from the temporary FRI arrangements, the continuing financial and governance disputes, and FTCH's continuing collaboration offer.

SECTION 1: THE MEDIATION AND FTCH'S CONTINUING COLLABORATION OFFER

1.1 Mediation outcome

External mediation was facilitated by [REDACTED] of [REDACTED], appointed through Scottish Mediation and funded by Falkirk Council. Pre-mediation meetings took place on 7 July 2026 (RMWG) and 8 July 2026 (FTCH). The joint mediation session took place on 9 July 2026 at Forth Valley College.

The mediator's post-mediation report (reference SM05246, dated 15 July 2026) records:

"No agreement reached."

The mediator's observations state:

"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 Thornhill Community Centre."

The report also notes: "It is noted there was a disconnect between parties on how best to proceed following mediation." Further mediation was not explicitly recommended, although it remains available if both parties consent.

1.2 FTCH's proposal

During FTCH's private pre-mediation session on 8 July 2026, FTCH explained to the mediator a detailed proposal for a legally binding 50/50 equal shared governance model. The proposal covered:

- Equal governance and decision-making.
- Equal time allocation for building use (approximately 45.5 hours per week each from 91 available hours, based on 9:00am to 10:00pm, seven days).
- Transparent financial arrangements, including a joint account for shared costs with dual authorisation and monthly management accounts.
- Joint maintenance responsibilities with agreed thresholds and an independent dispute mechanism for deadlocked decisions.
- Equal access to all building systems (heating, broadband, CCTV, keys) with no unilateral changes.
- Joint policies for GDPR, safeguarding, health and safety, and contractor compliance.
- Agreed communication channels with no unilateral contact with the other organisation's community groups.
- An independent dispute resolution mechanism with a structured escalation pathway.
- A 6 or 12-month review period with agreed criteria for success.
- Council oversight or a step-in trigger if the arrangement breaks down irretrievably.

FTCH was not fixed on one legal vehicle. FTCH remained willing to consider any equivalent legally enforceable structure, including a new jointly controlled charity, a formal partnership agreement, or a staged arrangement where the Council defers final transfer until the joint model is written and approved.

1.3 FTCH's offer remains open

FTCH's willingness to collaborate on the basis of equal shared governance has been consistent throughout. The detailed equal governance proposal was developed for the mediation and remains open today. FTCH remains willing to work through the practical and legal arrangements with the Council and with RMWG, or to consider any equivalent enforceable structure that delivers genuine shared control and protects the building as a whole-community asset.

The absence of agreement at mediation should not be interpreted as FTCH having withdrawn from or rejected collaboration. FTCH's legally enforceable collaboration offer remains available.

1.4 The governance risk remains unresolved

The Executive Committee deferred the CAT decision unanimously on 18 June 2026 to test whether a workable collaborative model existed. No agreed collaborative model was produced. No legally enforceable shared governance arrangement was agreed. The governance risk that led to the Executive's deferral has not been resolved.

SECTION 2: CRITICAL OUTSTANDING GOVERNANCE CONCERNS

Two matters arising from the temporary FRI licence arrangements require particular attention from the Executive Committee because they go directly to the question of whether sole control by one organisation would adequately protect the existing community and the building as a whole-community asset.

2.1 The Operational Code of Conduct

RMWG issued a document titled "Operational Rules and Code of Conduct". This document was not contained within, and was not agreed as part of, the Council-approved sub-licence, yet it purported to introduce additional operational rules and sanctions upon FTCH.

The document:

- Characterised legitimate financial scrutiny and governance correspondence as "vexatious conduct" with suspension of cooperation as the stated consequence. In effect, FTCH was being told that questioning invoices, querying operational decisions, or raising governance concerns through normal written correspondence would be treated as grounds for RMWG to suspend engagement.
- Stated that FTCH has "no audit, supervisory or managerial authority over RMWG" while simultaneously billing FTCH for costs that FTCH was told it could not verify. FTCH was expected to pay charges without the ability to scrutinise what those charges were for or whether they were legitimate.
- Sought to impose additional operational requirements and behavioural standards beyond those contained within the sub-licence agreement approved by Falkirk Council. The sub-licence is the agreed contractual framework governing the relationship between the two organisations. The unilateral Code of Conduct purported to introduce requirements outside that agreed framework.

RMWG stated that the Council had been consulted in preparing this document. FTCH therefore asks the Council to clarify whether it was consulted, by whom, and what advice or approval, if any, was given.

This document was discussed in detail during FTCH's private pre-mediation session because it is a direct, documented example of the governance risk that FTCH's equal governance proposal was designed to prevent. The fact that the current structure permits one organisation to impose unilateral operational rules upon the other, to restrict financial scrutiny, and to characterise legitimate governance correspondence as vexatious, demonstrates why any future arrangement requires clear, legally enforceable limits on power.

A copy of the Operational Rules and Code of Conduct is available for the Executive Committee's consideration if required.

2.2 The unresolved billing dispute

FTCH sent a formal 13-point invoice query on 15 May 2026 raising specific concerns about the content, accuracy, and evidential basis of invoices issued by RMWG. The queries include:

- Differing VAT rates applied (5% on some bills, 20% on others), requiring explanation and clarification.
- Documents supplied in different formats, with matters requiring clarification as to their source and calculation.
- Retrospective charges for locks RMWG changed without consultation.
- Charges for items FTCH did not agree to: cleaning staff, cleaning supplies, the Hive heating system, locks, roof repairs, WiFi, and PAT testing including items unrelated to the hall.
- Duplicate invoice numbering with different amounts.
- The Council's monthly FRI recharge of £1,267.28 already includes building insurance. A separate "insurance" charge of £105.60 was subsequently passed to FTCH. FTCH asked what this additional insurance charge represented.

RMWG's response on 18 May 2026 did not address any substantive query, alleged material breach without identifying any clause, and threatened to contact FTCH's community groups about the billing dispute. RMWG also threatened FTCH with debt collectors. All 13 queries remain substantively unanswered as of the date of this submission.

FTCH has raised these queries both in writing and verbally in person. Despite repeated requests through both channels, RMWG has not provided substantive answers to any of the 13 points. Instead, RMWG has continued to issue further invoices without addressing the outstanding queries. RMWG considers that a response from a council officer about what can and cannot generally be included in bills satisfies the 13-point query. It does not. The 13 specific queries were directed to RMWG as the invoicing party, because they relate to the specific content, accuracy, and evidential basis of RMWG's own invoices, not to general billing principles.

FTCH has never refused to pay legitimate, evidenced costs. FTCH's position has consistently been that the detailed queries must be answered before payment can responsibly be authorised by charity trustees. As trustees of a registered SCIO, FTCH's board members have a legal duty to act with care and diligence, maintain appropriate financial controls, protect charitable assets and ensure clear financial information before authorising expenditure. Paying invoices that contain unresolved queries about accuracy, duplication, and evidential basis would be inconsistent with that duty.

This is not merely a billing disagreement. It is a transparency, financial control, and governance issue. The proposed permanent transfer would place considerably greater responsibility and control in the same governance structure before these concerns have been satisfactorily resolved.

SECTION 3: THE FULL OPERATIONAL RECORD UNDER THE TEMPORARY FRI ARRANGEMENT

3.1 How the temporary arrangement arose

FTCH SCIO managed Thornhill Community Centre, serving 16 groups in total, 12 of which were established community groups included within the FRI arrangement. Approximately 346 regular weekly users (386 including ad hoc bookings) used the building. Groups included brain injury rehabilitation (Headway), mental health and addiction recovery services (Caledonia Services, council-funded via HSCP), elderly support (Monday Club), neurodiverse music (Count Me In), fitness classes (Kettlercise, Zumba, Zumba Gold), churches (Miracle Church, Daughters Ladies Lodge), parent-toddler groups (Hartbeeps), Art n Soul, and a wellbeing class (Satori Mind).

In late August or early September 2025, FTCH offered RMWG approximately 33% of main hall access through a long-term anchor let within a balanced multi-user programme, with FTCH continuing as licence holder. This offer was discussed at face-to-face meetings and confirmed in writing. RMWG initially accepted this arrangement. RMWG subsequently rejected it without FTCH's knowledge and approached Falkirk Council directly.

In September 2025 (prior to the 19th), [REDACTED] from Falkirk Council sent correspondence discussing "displacement" of the existing community, without informing FTCH. [REDACTED], Chair of FTCH, challenged [REDACTED] about this on 19 September 2025.

FTCH shared its architect plans with RMWG and invited RMWG to meet FTCH's architect so they could be involved in the full process. RMWG rejected everything FTCH put on the table. RMWG's stated position was that they wanted the building for their community. FTCH agreed to the sub-licence arrangement to avoid the immediate risk of closure and loss of existing community provision.

Falkirk Council issued the temporary FRI licence to RMWG from 1 October 2025, with FTCH placed on a sub-licence for its protected lets. FTCH went from managing 12 community groups to being a sub-licensee under an organisation that had rejected collaboration and had no relationship with any of the existing users.

3.2 Access, locks and keys (October 2025)

- RMWG changed the hall locks without consultation, locking FTCH out of the building. Keys were provided more than 27 hours late after multiple missed deadlines. This breaches Clause 6.3 of the sub-licence (both parties hold access keys).
- RMWG questioned why FTCH needed office access, a contractual right under Clause 10.5 (access during lets includes office space).
- Keys were given to Councillor [REDACTED] instead of the sub-licensee.
- RMWG accused FTCH of changing the front door keybox code. This was independently verified as untrue by two FTCH trustees and retracted by RMWG.
- RMWG directly contacted FTCH's protected-let groups, claimed FTCH's lets as their own, and replaced FTCH's noticeboard materials with their own including "under new management" notices. Physical copies have been retained.

3.3 Broadband, CCTV and heating systems

- End of October or beginning of November 2025: RMWG disconnected FTCH's broadband without permission, notice, or any communication, and installed their own internet service. FTCH is still paying its own broadband bill. When challenged, RMWG refused to communicate on it. RMWG then charged FTCH 31% for internet on invoices, despite having removed FTCH's own system.
- RMWG removed FTCH's CCTV system and installed their own, without FTCH's knowledge, consent, or communication. FTCH has no access to the replacement system. FTCH has repeatedly requested RMWG's GDPR policies and safeguarding documentation. RMWG has refused to provide any.

- December 2025 or January 2026: RMWG installed a Hive heating control system without consultation or consent. Clause 9.1 of the FRI licence states: "The Licensee will not carry out any alterations or additions to the Property without the prior written approval of the Licensor." FTCH asked whether prior written approval was obtained. No answer was received. FTCH has no access to heating controls. Vulnerable users including brain injury rehabilitation and elderly groups have been left in the cold during sessions.

3.4 Caledonia Services access denial (January 2026)

Caledonia Services (HSCP, council-funded mental health programme) began being denied access to its protected let on a weekly basis. FTCH raised a formal complaint via email. The situation took weeks to change. HSCP has raised a formal complaint.

3.5 Public campaign, interference and conduct (February/March 2026)

- RMWG made multiple public posts on Facebook containing misleading information targeting FTCH during the active competitive process, including claiming they had been running the centre for 18 months when the FRI licence had been in place for approximately five months. All content was subsequently deleted. FTCH has retained screenshots.
- RMWG used the Falkirk Herald's Facebook post to invite FTCH's existing groups to contact them directly, bypassing FTCH.
- On 9 March 2026, FTCH held a closed meeting with its protected-let groups. Uninvited individuals attended, including a journalist from the Falkirk Herald who attended under a different name and was subsequently identified.
- At RMWG's own public meeting near the end of March 2026, the Chair of FTCH was publicly ridiculed. Community members were spoken down to. RMWG refused to answer questions about unilateral changes to contracts and safeguards for existing groups. Attendees were video-recorded without consent.

3.6 Racism allegations

FTCH has been subjected to allegations of racism on at least three documented occasions:

1. Correspondence to ██████████ Falkirk Council accusing FTCH of racism. Challenged directly with the ██████████'s office. No evidence was provided.
2. A social media comment by a member of the public was cited as evidence of racism by the FTCH committee. The individual has no connection to the committee.
3. At the council-facilitated meeting on 26 November 2025, the allegation was raised openly, printed materials were circulated to all attendees except FTCH, and when FTCH attempted to respond, the facilitator shut them down.

These allegations are unsubstantiated, have never been evidenced, and have never been retracted. They have caused significant damage to unpaid volunteer trustees of a registered charity.

3.7 Direct competition with existing groups

RMWG introduced free Zumba classes in direct competition with FTCH's two established, paid Zumba groups who have been in the hall for many years. These are the same existing community groups that RMWG has promised to support and continue.

3.8 Impact on established community provision

Of the 12 established community groups operating under the FRI arrangement, six have now departed:

- Count Me In (neurodiverse music): displaced to Carronshore at the commencement of the FRI period in October 2025.
- Art n Soul: ceased using its regular slot during the FRI period.
- One church: departed during the FRI period.

- Kettlercise: departed May 2026 due to ongoing uncertainty.
- Hartbeeps: departed end of June 2026, unable to afford extra costs under the new arrangements.
- Satori Mind (wellbeing): the Chair's own group departed after RMWG interrupted a protected-let session.

Timetable occupancy has dropped from the protected 31% to approximately 19.5%. This reduction is temporary and is directly attributable to the conditions created under the temporary FRI arrangement. It does not represent a permanent reduction in FTCH's community value or demand. The groups that have departed have done so because of uncertainty, cost increases, operational disruption, and the treatment experienced under the current arrangement, not because of any reduction in community need. The Chair's own group is one of those that has departed and would return under a properly governed arrangement.

Awarding the permanent transfer on the basis of the position after that attrition would allow the consequences of the temporary arrangement to influence the permanent decision.

Caledonia Services (HSCP, council-funded mental health programme) has indicated to FTCH that it will leave if RMWG are awarded the building. The two established Zumba groups face direct competition from RMWG's free Zumba classes. There is a real risk of further departures.

3.9 Why this evidence matters

The operational, financial and governance concerns experienced during the temporary FRI period directly demonstrated what happens when one organisation holds unilateral operational control and the other is dependent upon a sub-licence. These experiences were the evidence base for FTCH's position that any future arrangement requires legally enforceable shared governance, not goodwill or assurances alone.

The history, the current position, and the proposed way forward are intrinsically linked. That is why FTCH's equal governance proposal included specific provisions for every area where the temporary arrangement had failed.

SECTION 4: CONCERNS REGARDING THE COMPARATIVE SCORING

4.1 Overview

RMWG scored 68/80 and FTCH scored 62/80. Both applications were rated "Strong." Several of the scores which differentiated the two applications were supported by subjective "Panel view" commentary rather than objective, evidence-based findings.

At the 18 June Executive meeting, when questioned about the commercial characterisation applied to FTCH, [REDACTED] described it as a "feeling" and also acknowledged that commercial activity can support sustainability. FTCH therefore asks how that subjective characterisation translated into reduced comparative scores across multiple assessment themes.

Professional judgement may be necessary in evaluating competing asset transfer requests, but it must remain anchored to disclosed criteria, relevant evidence, and reasons that permit the comparison to be understood and scrutinised.

4.2 Specific concerns

Performance Management

FTCH scored higher on Performance Management, the criterion most directly concerned with measurable monitoring, reporting and evidencing of outcomes. The panel's own commentary stated FTCH had "a broader scope for performance management, including both quantitative and qualitative measurements." This is a significant finding, as it relates directly to demonstrable governance and operational capability.

Commercial characterisation

FTCH was repeatedly characterised as "commercial" across three scoring criteria (Objectives, Regeneration, Local Community Support). FTCH is a SCIO. Any income is reinvested into the charity. The Community Wealth Building (Scotland) Act 2026, which received Royal Assent on 25 March 2026, now places community wealth building on a statutory footing and demonstrates the clear direction of Scottish public policy towards the generation, circulation and retention of wealth within local communities. FTCH's model is community wealth building. The scoring treated it as a negative.

Consultation comparison

RMWG's community consultation comprised 35 responses to a generic question ("How do you feel about Rainbow Group acquiring its own premises?"), not specific to Thornhill Community Centre. FTCH's consultation was building-specific: 126 responses, 98.4% support for community-led management through FTCH.

RMWG's income model

RMWG's business plan states "42 hours per week usage of main Hall (as advised by the management committee) with a potential to increase to 50 hours." At £15/hour x 50 hours x 50 weeks, that is £37,500 from the main hall alone. The total available hours are 91 per week. This raises a material question as to how the stated 42 to 50 hours of main-hall use can be reconciled with the continuation of existing community lets, RMWG's own programme and the total 91 hours available each week.

EPIA

The Council's own Equality and Poverty Impact Assessment contradicted the panel's inequality scoring. FTCH also prepared an extensive EPIA supporting its application across all protected characteristics.

4.3 The assessment may now be stale

The original comparative scoring was based on information and expectations existing before the temporary FRI arrangements were fully tested. The temporary FRI arrangement has been testing

the current governance model in practice since 1 October 2025. The mediation then separately tested whether a different collaborative model could be agreed.

Material developments since the original scoring include the operational governance concerns documented in this submission, the reduction in community use from 31% to 19.5%, the mediation outcome, and the continuing unresolved billing dispute. FTCH asks whether the Council has reassessed its recommendation in light of what has actually happened, or whether it is relying on the original scoring as though no material new evidence has emerged.

SECTION 5: FTCH'S INCLUSIVE TRACK RECORD

FTCH offered RMWG 33% of main hall access before the FRI licence. That was rejected. FTCH shared architect plans and invited RMWG to meet FTCH's architect. That was rejected. FTCH's own CAT application explicitly includes provision for RMWG as a standard let within a balanced programme.

FTCH's pipeline includes multicultural events, men's health services, broader faith-based provision, and a growing ethnic-minority faith congregation. FTCH has always been the party proposing inclusion. RMWG already operates across Falkirk from multiple locations.

SECTION 6: DECISION AND ACTION REQUESTED

6.1 FTCH's primary position

FTCH's primary position is that the existing recommendation for sole transfer to RMWG should not be approved on the present evidential record.

6.2 FTCH's preferred solution

FTCH's preferred solution remains an equal, legally binding collaborative governance structure. FTCH's detailed proposal remains open and FTCH is willing to work through the practical and legal arrangements with the Council and with RMWG.

6.3 Alternative outcomes

If members conclude that an equal collaborative structure cannot presently be implemented, FTCH's position is that the Executive should consider:

1. Approving FTCH's request for the Community Asset Transfer on its merits.
2. Alternatively, deferring the decision for an independent, evidence-based reassessment of both applications, taking into account the material developments since the original scoring exercise.
3. Requiring officers to provide a theme-by-theme evidential explanation of the scoring, demonstrating how the evidence supports each comparative score and how the comments relate to the statutory criteria being assessed.
4. Requiring legally enforceable protections for existing whole-community users and against unilateral control before any permanent transfer is approved.

6.4 The central question

The Executive Committee deferred its decision on 18 June 2026 because collaboration and governance required to be tested. FTCH's response was a detailed, legally enforceable equal governance proposal. That proposal remains open.

The temporary FRI arrangement has been testing the current imbalance of control since 1 October 2025. That experience has produced the Operational Code of Conduct, the unresolved billing dispute, the restriction of financial scrutiny, unilateral changes to access, systems and operational arrangements, unsubstantiated allegations against volunteer trustees, and a reduction in established community provision from 31% to 19.5%.

At the same time, the comparative scoring remains dependent upon subjective and inconsistently explained judgements, while FTCH scored highest in the criterion most directly concerned with measurable monitoring, reporting and evidencing of outcomes. The head of investment, assets and climate has acknowledged on the record that the commercial characterisation was "a feeling."

The question for the Executive Committee is therefore not simply which group received the higher original score. It is whether, in light of everything now known, transferring sole control of a whole-community asset remains a reasonable, evidence-based and defensible way to protect Thornhill Community Centre for the community it serves.

FTCH asks the Executive Committee to ensure that the final decision is made on the full, accurate and properly recorded position, and that the mediator's authorised briefing, the current operational evidence, and an intelligible examination of the scoring are all in front of the members making that decision.

Yours sincerely,

, Chair

[REDACTED], Secretary

On behalf of the Board of Trustees

Falkirk Thornhill Community Hall SCIO

MAIL-008 | Submission receipt and follow-up

Transcribed pasted email text; [REDACTED]'s quoted acknowledgement dated 11 August 2026. Other transmission headers absent.

SOURCE TEXT

MAIL-008 — Submission to [REDACTED], receipt and FTCH follow-up

Source: email text pasted by [REDACTED] on 21 September 2026. This is a transcription, not an original email export. Paragraph wrapping is normalised. The first covering email and top follow-up have no transmission header in the paste. The quoted [REDACTED] email includes its date and time. [REDACTED] confirms the submission was to [REDACTED].

Covering email — header not supplied

Dear [REDACTED]

Please find attached FTCH's formal submission for your direct review and consideration, together with the supporting appendices.

Given the extent of the ongoing operational, governance, financial and comparative assessment concerns, we consider it important that the full position is now formally placed before you at senior officer level and recorded as part of the CAT process.

We would ask that you personally review the submission, given your oversight of the Strategic Property Review process, and ensure that the matters raised are formally placed on record and appropriately reflected before any further decisions are made regarding Thornhill Community Centre.

For completeness, the attachments are:

1. FTCH Formal Submission – Thornhill Community Centre Community Asset Transfer: Mediation, Operational Record and Comparative Assessment
2. RMWG Operational Rules and Code of Conduct, together with covering correspondence
3. FTCH 13-point invoice query dated 15 May, RMWG response to FTCH invoice query dated 18 May, and our response 22 May 2026
4. Mediator's email confirming the basis of her briefing to Falkirk Council

The mediator's post-mediation report has not been duplicated, as this is already held by Falkirk Council.

[REDACTED] is copied in given her involvement in the CAT and mediation process.

Please confirm receipt of the submission and attachments and that these have been formally recorded.

Kind regards,

[REDACTED], Chair and [REDACTED], Secretary

On behalf of Falkirk Thornhill Community Hall SCIO

FTCH follow-up — top header not supplied

Dear [REDACTED]

Thank you for confirming receipt and that [REDACTED] has reviewed the submission.

For clarity, the primary purpose of FTCH's submission dated 10 August 2026 is to provide a formal written evidential submission relevant to the determination of the Community Asset Transfer for Thornhill Community Centre.

It contains matters which FTCH considers directly relevant to that determination, including the mediation outcome, evidence arising from the temporary FRI arrangements, the unresolved financial and governance issues, the impact upon existing community provision, and concerns regarding the

comparative assessment.

We appreciate that any separate matters which the Council considers to constitute a complaint against the Council or individual officers may be dealt with through the Council's formal complaints procedure. However, that should not detract from consideration of the underlying operational, governance, financial and assessment evidence insofar as it is relevant to the CAT decision itself.

FTCH will, of course, address the key matters directly with elected members through our deputation. However, the deputation is limited to ten minutes and necessarily serves a different purpose from the detailed written evidential record which has now been provided to the Council.

We would therefore be grateful if you could confirm:

1. That FTCH's submission and supporting appendices have been formally retained as part of the Council's record relating to the CAT determination; and
2. Whether the written submission will be made available to the elected members determining the CAT, or otherwise how the material evidence contained within it will be reflected in the information placed before them.

We appreciate that statutory review and appeal mechanisms exist following a decision. However, those mechanisms do not replace the need for the original CAT determination to be made on the full material evidence presently available to the Council. FTCH is providing this evidence now precisely so that it can be considered before the decision is made, rather than requiring matters directly relevant to the determination to be addressed only after the event through review or appeal.

Kind regards

■■■■

On behalf of Falkirk Thornhill Community Hall SCIO

Quoted acknowledgement

From: StrategicPropertyReview <StrategicPropertyReview@falkirk.gov.uk>

Sent: 11 August 2026 9:20 AM

To: Admin <admin@thornhillcommunitycentre.org.uk>

Cc: StrategicPropertyReview <StrategicPropertyReview@falkirk.gov.uk>

Subject: RE: FAO ■■■■ - FTCH Formal Submission - Thornhill Community Centre Community Asset Transfer

Good morning ■■■■ and ■■■■,

I am writing on ■■■■'s behalf to confirm receipt. ■■■■ is currently on holiday but has reviewed your correspondence. He has advised me to inform you that, any key matters you wish to raise and make elected members aware of should form part of your deposition to the Special Executive. This reflects the previous advice provided by the Governance Manager.

Any matters that upon consideration by officers which are deemed to be a complaint against the Council or officers will be dealt with as previously advised in accordance with the Councils formal complaints procedures.

Kind regards,

■■■■

Falkirk Council Strategic Property Review Team

DEPUTATION TO THE SPECIAL EXECUTIVE

Thornhill Community Centre Community Asset Transfer

13 August 2026

Falkirk Thornhill Community Hall SCIO

Convener, members of the Executive, thank you for hearing us today...

On **11 August**, we submitted detailed written evidence to [REDACTED]. [REDACTED] confirmed he reviewed it, but officers advised it would not be published today and that the key matters must instead be raised through this deputation...

Under the Community Empowerment legislation, an asset transfer request must be agreed unless there are reasonable grounds for refusal, and the benefits of competing proposals must be compared...

So this is not simply **68 points against 62**...

The question is...

What are the reasonable grounds for refusing our Strong application... and what objective evidence demonstrates that sole transfer to Rainbow Group provides the greater benefit to the whole Thornhill community?...

You deferred this decision on 18 June because collaboration needed to be tested...

We took that seriously...

We will not disclose anything said by Rainbow Group during the confidential joint mediation session...

What we can tell you is our own position...

In **our private pre-mediation session on 8 July**, we put forward a legally enforceable **50/50 model**: equal decision-making, equal time, transparent finances, protection for existing users and independent dispute resolution...

We subsequently authorised the substance of our own private-session position to be disclosed to Falkirk Council...

The mediator's report recorded that **no agreement was reached**...

The councils covering report before you today goes further, stating that **collaboaration cannot be progressed**.....

Yet that same report also acknowledges that further mediation could potentially lead to collaboration.

We can only speak from our own position...

Our proposal remains open...

No agreement is not the same as no offer...

Since 1 October, you have something the original assessment did not have...

Real-world operational evidence...

First, governance...

In February, Rainbow Group issued an **Operational Rules and Code of Conduct** document which was not contained within, or agreed as part of, the **Council-approved signed sub-licence...**

It characterised legitimate financial scrutiny and governance correspondence as **“vexatious conduct”**, with suspension of cooperation as the stated consequence...

In effect, if we question invoices, or operational decisions or governance matters that would result in cooperation being suspended...

Rainbow Group told us Council officers had been engaged regarding that document...

█ has now confirmed in writing that Falkirk Council **“did not contribute or have any input in its development”...**

Second, finance...

We have always accepted that we must pay our share of legitimate, properly evidenced costs...

But this dispute has been unresolved since May...

On 15 and 22 May, we raised detailed written queries about discrepancies, about missing supporting evidence and about retrospective charges...

Those substantive questions remain unanswered...

Instead, we were accused of material breach, threatened with debt collectors, and threatened with Rainbow Group contacting our community groups about the disputed bills...

Some supporting documents have since been supplied, but the underlying queries remain unresolved...

Scrutiny is not obstruction... It is our duty as charity trustees...

Then there is community impact...

Before the FRI, the Centre operated at approximately **67% timetable occupancy...**

Under the temporary arrangement, our timetable was reduced to **31% in protected lets**, as written into the signed sub-licence...

Actual occupation of that protected-let provision is now around **19%...**

Six of twelve established groups have gone...

A number of affected groups have told us they would **remain with or return to FTCH, or under a properly governed collaborative arrangement...**

At least two remaining groups have told us they intend to leave if Rainbow Group receives permanent control...

And we also have new community provision interested in coming into the Centre...

Those departures have not happened in a vacuum...

The reasons reported to us include uncertainty and anticipated future costs...

Users have reported feeling uneasy about being observed or monitored around sessions...

AND there have been several further interruptions during protected lets time...

That is not simply reduced demand...

It is a loss of established community provision during the temporary arrangement...

And this is where the Council's response matters...

Officers have told us that the FRI is operational and separate from the CAT assessment, and that this evidence is not material to the scoring...

We understand the two processes are distinct...

But the equality assessment itself makes the operational experience relevant...

The assessed Rainbow Group EPIA repeatedly states that data on the numbers and protected characteristics of existing Hall users was not available to Rainbow Group...

Yet it also states that **all existing lets will be honoured and nobody displaced...**

So where information about existing users was missing, the assessment relied materially on an assurance that their provision would continue...

We now have real-world evidence against which that assurance can be tested...

Protected occupation has fallen from 31% to around 19%, and six of twelve protected let groups have gone...

If that evidence is treated as irrelevant, members are being asked to rely on the assurance **without considering the experience capable of testing it...**

The Council's own original EPIA had already identified an evidence gap, recording only six consultation respondents and **“Unknown, no comments received”** across most protected characteristics...

We subsequently supplied a robust building-specific evidence from **126 community responses and existing users...**

So our question is straightforward...

Does the assurance that existing provision will be protected remain safe when tested against what has actually happened?...

Whether that changes an historic score is one question...

Whether it matters to you today when deciding comparative whole-community benefit is another...

Then there is the comparative scoring...

Both applications were assessed as **Strong**...

Only six points separated them...

We scored higher in Performance Management, with the Panel saying we had “**a broader scope for performance management**”...

█ has now confirmed that commercial activity can support sustainability, but that “**it was felt**” one application was more community focused, and this was reflected in the scoring...

Professional judgement has a legitimate place...

But where is the identifiable comparative evidence supporting that conclusion when only six points separate two Strong applications?...

Finally, we are not seeking to exclude Rainbow Group...

Before the FRI, we offered Rainbow Group **33% as a substantial anchor let**...

Our CAT model accommodates Rainbow Group as part of a balanced whole-community programme...

So our primary request today is that you **award the Community Asset Transfer to FTCH**...

If members remain persuaded that collaboration offers the best future for the Centre, we ask that the equal and legally enforceable model already outlined be pursued through whatever lawful mechanism is available...

[SLOW RIGHT DOWN]

Members...

What you have learned since June matters...

No agreement is not the same as no offer...

An assurance is not the same as protection...

Professional judgement has a place... but it must be anchored to identifiable evidence...

Before you vote, ask yourselves...

If you refuse FTCH today... what are the reasonable, evidence-based grounds for doing so?...

And...

Where is the objective evidence that sole transfer to Rainbow Group now provides the greater benefit to the whole Thornhill community?...

Please do not make a permanent decision on assumptions...

when you now have evidence capable of testing them...

Decide on that evidence...

Thank you.

SUMMARY POST QUESTIONING:

Convener, members, just a few final points....

The mediators report recorded that no agreement was reached...

The councils covering report before you today goes further and says that collaboration cannot be progressed..yet that same report acknowledges that further mediation could potnetally lead to collaboration...

We can only speak for our own position... the whole community and all protected groups

our equal and legally enforceable proposal remains open today...

no agreement is not the same as no offer...

Your own covering report also says the risk to the community is mitigated because both groups have given assurances that **all current lets will be hounoured...**

But 6 or the 12 established groups have already gone during the temporary arrnagment, and protected occupation has fallen to 19%...

So protecting only the lets that remain today is not the same as protecting the established whole community provision that existed when this process began...

That assessment relies materially on the assurance that existing lets will be protected and nobody displace...

So the question remains...

If the council is relying on that assurance, why should the real world evidence capable fo testing it be treated as irrelevant?...

Members, this is now a permanent decision...

Please do not decide it simply because one application originally scored six points more in the same strong bracket.

Decide whether, on the evidence now available, sole transfer to the rmwg genuinely provides the greater benefit to the whole community...

Our primary request remains that the community asset transfer is awarded to ftch...

Please decide on the evidence.

Thank you.

CUT VERSION IF NOT ENOUGH TIME:

Members, the mediator said no agreement was reached. The council report says collaboration cannot be progressed, yet also acknowledges further mediation could potentially lead to collaboration. Our equal proposal remains open today....

The same report relies on assurances that current lets will be honoured, but 6 of the 12 established groups have already gone and protected occupation has fallen from 31 to 19 %...

If those assurances are being relied upon, the evidence capable of testing them cannot simply be ignored...

Our primary request remains that the CAT is awarded to FTCH. Please decide on the evidence...thank you.

19% Question: because the 19% is the current position. The temporary arrangement has continued to evolve, groups have left at different points, and we have only recently been able to quantify the present level of occupation accurately. We are raising it now because today is the point at which members are being asked to make the permanent decision.

No we have repeatedly raised operational issues to no avail. The 19% is simply the current quantified position.

MAIL-009 | Conditional extension, acceptance and later query

Transcribed pasted chain. Council14 August and FTCH16 August headers visible; later query undated. Referenced refusal/article not enclosed with this chain.

SOURCE TEXT

MAIL-009 — Executive extension, FTCH acceptance and later query

Source: text pasted by [REDACTED] on 21 September 2026. This is a transcription, not an original email export. Paragraph wrapping is normalised. The top query is undated in the paste. The newspaper article and RMWG refusal are referred to but are not attached to this source copy. Legal positions expressed below are those of the correspondents, not findings by the document compiler.

FTCH later query — transmission header not supplied

Good morning [REDACTED], [REDACTED], and [REDACTED]

Further to our email of 16 August confirming FTCH's agreement to the three-month extension agreed by the Executive, we were extremely concerned to discover yesterday, through an article published by the Falkirk Herald and subsequently circulated on social media, that the RMWG has formally refused to agree to the extension.

The article states that the RMWG has already formally confirmed its refusal to Falkirk Council and has also issued the Council with a formal notice regarding the Community Asset Transfer process.

FTCH has received no notification from Falkirk Council that RMWG had refused the extension, despite this being a material development which directly affects the Executive's decision of 13 August and potentially FTCH's own statutory position.

Our understanding from the discussion at Executive was that the proposed three-month extension required the agreement of both applicants and that, if agreement was not obtained and an application subsequently reached its determination deadline without a decision, the statutory review process would become available.

It is therefore important that we now understand FTCH's position and right of review.

Could you please urgently confirm:

1. Whether, as the RMWG has refused to agree to the extension, the condition attached to the Executive's decision has not been satisfied and the proposed extension of both applications therefore cannot proceed as agreed.
2. Whether FTCH's previously stated determination deadline of 2 September 2026 consequently remains in effect, notwithstanding the agreement FTCH gave on 16 August in response to the Executive's conditional decision.
3. If FTCH's application is not determined by its applicable deadline, whether FTCH will then be entitled to seek an internal review on the basis of non-determination, and the precise date by which any such review request would require to be submitted.
4. If the Council considers that FTCH's determination period has nevertheless been extended despite RMWG refusing the condition upon which the Executive's decision was based, the Council's position on why that extension remains effective and the revised determination date being applied to FTCH.
5. What the Council now intends to do in relation to the Executive's instruction to further explore the scope for a single application based on a joint governance arrangement, given that FTCH has agreed to participate but RMWG has now publicly confirmed that it will not agree to the extension intended to facilitate that process.

For clarity, FTCH remains willing to pursue the joint governance approach agreed by the Executive. Our agreement to the proposed extension was given for that purpose and should not be interpreted as FTCH relinquishing or waiving any statutory rights in relation to its existing Community Asset

Transfer application.

We must also express our concern at the way this development has come to our attention. The RMWG has apparently formally notified Falkirk Council of its refusal and has subsequently provided a detailed public statement to the Falkirk Herald setting out its position and interpretation of the process. FTCH, as the other applicant directly affected by that decision, learned of it only when the article was circulated on social media.

The article now presents a detailed and necessarily one-sided account of the current position to the wider public, while FTCH has not even been formally informed by the Council of the underlying development or what it means for our application. We consider that situation extremely unsatisfactory.

Given the statutory timescales involved, FTCH's previously stated determination date of 2 September, and the need for us to provide accurate information to our trustees and community groups, we would appreciate an urgent written response confirming the Council's formal position and the next procedural steps.

Kind regards,

██████████ Chair

██████████ Secretary

On behalf of the Board of Trustees Falkirk Thornhill Community Hall SCIO

FTCH acceptance

From: ██████████@thornhillcommunitycentre.org.uk>

Sent: 16 August 2026 6:38 PM

To: StrategicPropertyReview <StrategicPropertyReview@falkirk.gov.uk>

Cc: ██████████@thornhillcommunitycentre.org.uk>

Subject: Re: Thornhill Community Centre – Community Asset Transfer Applications - Update

Good evening ██████████

Thank you for your email.

The trustees of Falkirk Thornhill Community Hall SCIO have considered the decision of the Executive and have agreed to the proposed three-month extension to the period for determination of FTCH's Community Asset Transfer application.

FTCH remains willing to engage constructively with Falkirk Council, RMWG and any external mediator as required to further explore the scope for a single application based on a joint governance arrangement, in line with the Executive's decision.

Could you please confirm:

- the revised determination date for FTCH's existing application;
- the revised determination date for RMWG's application, should they also agree to the extension;
- the anticipated next steps and timescales for the three-month process; and
- once both applicants have responded, whether the extension under point 1 of the Executive's decision is formally in effect.

Kind regards

██████████, Secretary

██████████, Chair

on behalf of the Board of Trustees, Falkirk Thornhill Community Hall SCIO

Council decision notification

From: StrategicPropertyReview <StrategicPropertyReview@falkirk.gov.uk>

Sent: 14 August 2026 12:00 PM

To: [REDACTED]@thornhillcommunitycentre.org.uk>

Cc: StrategicPropertyReview <StrategicPropertyReview@falkirk.gov.uk>

Subject: Thornhill Community Centre – Community Asset Transfer Applications

Good afternoon,

Thornhill Community Centre – Community Asset Transfer Applications

As you will be aware from the meeting of the Executive committee yesterday, the decision of the committee was as follows:-

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 for a period of three months to allow officers (and any external mediators as required) to further explore the scope for a single application to be made on the basis of a joint governance arrangement;
3. Agree that the Director of Place Services shall have authority to agree a further extension of the period for determination of both applications.

In light of the decision, can you please confirm if FTCH agrees to extend the period for determination of its application by three months.

I look forward to hearing from you.

Kind regards,

[REDACTED]

Falkirk Council Strategic Property Review Team

MAIL-001 | November 2025 mediation arrangements

SOURCE TEXT COPY | Pasted markdown(9).md | Not yet checked against the mailbox original

Dear [REDACTED]

Thank you for your recent email.

For accuracy, FTMC did not “opt not to” provide a written submission. We were awaiting clarification on the scope, purpose, and expectations of the mediation process, as outlined in our email of 12th November. This clarification had not been provided before the previously stated submission date of 17th November.

Although we are happy to attend this meeting, again to make clear, FTMC did not request or initiate this mediation, it would therefore not be procedurally fair or reasonable for us to submit a written statement before the initiating party. In standard mediation practice, the party requesting mediation sets out the issues they wish to address, with the responding party then having the opportunity to reply. We cannot prepare or submit a statement without knowing the specific matters RMWG wish to raise.

We note that on 11th November the agenda structure requested FTMC to submit by 17th November, with RMWG submitting a “response” by 23rd November. This sequential structure is procedurally imbalanced, as it affords RMWG six days to consider and tailor their response to our submission while providing FTMC with no equivalent opportunity to respond to theirs.

To ensure a transparent and equitable process going forward, could you please confirm:

1. Whether both parties will be required to submit written statements;
2. Whether submissions will be provided simultaneously to avoid any prejudice; and
3. Whether RMWG, as the initiating party, will outline the issues they wish mediation to focus on - as we have asked repeatedly since the beginning of October.

Once we receive confirmation of an equitable and procedurally consistent approach, FTMC will be happy to prepare the relevant documentation.

Kind regards

FTMC

From: [REDACTED]@falkirk.gov.uk>

Sent: 18 November 2025 12:35 PM

To: [REDACTED]@thornhillcommunitycentre.org.uk>; Admin
<admin@thornhillcommunitycentre.org.uk>; [REDACTED]

[REDACTED]@thornhillcommunitycentre.org.uk>; [REDACTED]

[REDACTED]@thornhillcommunitycentre.org.uk>

Cc: StrategicPropertyReview <StrategicPropertyReview@falkirk.gov.uk>

Subject: FW: Agenda for Thornhill Mediation meeting

Hi [REDACTED]

I think you have not made a submission for the mediation?

[REDACTED] offered groups the opportunity to provide a written submission instead of the requested pre-mediation private meeting but if you have opted not to provide a written submission, I suggest we use [REDACTED]'s structure and refer to the previous emails between the groups if necessary.

Kind regards

[REDACTED]

From: [REDACTED]

Sent: 13 November 2025 13:02

To: admin@thornhillcommunitycentre.org.uk; [REDACTED]

[REDACTED]@thornhillcommunitycentre.org.uk>; [REDACTED]

[REDACTED]@thornhillcommunitycentre.org.uk>; [REDACTED]

[REDACTED]@thornhillcommunitycentre.org.uk>

Cc: StrategicPropertyReview <StrategicPropertyReview@falkirk.gov.uk>; [REDACTED]

[REDACTED]@falkirk.gov.uk>; [REDACTED]@falkirk.gov.uk>; [REDACTED]

[REDACTED]@falkirk.gov.uk>

Subject: FW: Agenda for Thornhill Mediation meeting

Dear [REDACTED]

[REDACTED], who will chair the mediation, has kindly provided clarification on your questions, in red below.

Best wishes

From: [REDACTED]@thornhillcommunitycentre.org.uk>

Sent: 12 November 2025 12:56

To: [REDACTED]@falkirk.gov.uk>

Cc: [REDACTED]@falkirk.gov.uk>; StrategicPropertyReview

<StrategicPropertyReview@falkirk.gov.uk>; [REDACTED]@falkirk.gov.uk>; [REDACTED]

@falkirk.gov.uk>; Admin <admin@thornhillcommunitycentre.org.uk>;

info@thornhillcommunitycentre.org.uk

██████████@thornhillcommunitycentre.org.uk>

Subject: Re: Agenda for Thornhill Mediation meeting

Dear [REDACTED]

Thank you for your recent email and the proposed meeting format.

There has been a considerable amount of correspondence between all parties, yet there remains uncertainty about the purpose and scope of the forthcoming mediation meeting. The agenda simply outlines a meeting format and does not share any details on whether this mediation is intended to address specific sub licence or compliance matters, or to resolve general communication issues. As the RMWG initiated this meeting and now confirmed as mediation, we expected there would be a specific list of what they want to address and/or achieve.

Mediation is intended to resolve the issues and conflicts that prevent two parties working together and to reach agreement on what needs to change to create or restore a working relationship. Therefore, the mediation meeting will focus on restoring that relationship in order that the specific issues or tasks mentioned above can be progressed in a mutually agreeable manner.

At present we do not understand the proposed process for written submissions requested either, including if both parties are to submit submissions, who will see them and when, what they are expected to cover, and how they will be used.

The agenda makes it clear that both parties will make uninterrupted submissions, and this should be based on what they see as the current issues and conflicts preventing the two groups communicating and working together. These documents will be shared with all participants of the mediation meeting with the purpose of finding a resolution.

The email below (sent on 11th) provides timescales for submission, with RMWG being asked to submit by CoP on 23rd November; on receipt, each submission will be shared immediately with the other group.

FTMC has already provided detailed correspondence relating to our concerns, position, and response to the RWMGs in various emails with the SPR team copied in to all comms.

Mediation is intended to create a conversation between the two groups in conflict. Falkirk Council are acting as facilitator/mediator and will remain independent throughout the process.

We also note our earlier correspondence with the SPR team, where it was confirmed that either [REDACTED] or [REDACTED] would be available to provide technical input on the sub licence and property management matters. Could you please confirm whether either [REDACTED] or [REDACTED] will be in attendance, as their presence is essential for any discussion involving contractual obligations and FRI responsibilities. Alternatively, are you confirming these won't be covered in the meeting as it is unclear from the agenda.

The meeting is intended to create a way forward for these issues to be addressed and resolved in a mutually agreeable way for both parties.

██████████ will attend.

114

Evidence 05.09a: Emails of 3 to 7 November 2025 on the purpose, agenda and submissions for the Council-facilitated meeting

Text copy of the email chain as held by FTCH, in date order. The meeting, first set for 14 November 2025, took place on 26 November 2025. The chain continues at 05.09 (11 to 18 November 2025).

██████████ (FTCH) to ██████████ and Strategic Property Review, 3 November 2025, 12:19pm

Hi ██████████ and the SPR Team,

Thank you for the invitation to the meeting scheduled for Friday 14th November (2.00 to 3.00pm). We appreciate the Council's efforts to coordinate this.

Before confirming attendance, could you please clarify:

Purpose: Is this intended as formal mediation under the Sub-Licence, or as a general operational discussion, or another form of meeting?

Origin: Was the meeting requested by the Council or by RMWG? We ask because ██████████ emailed me (██████████) personally on 31st October, the day after receipt of your meeting invitation, with what appears to be a separate invitation to meet with RMWG for the same time and date. This was sent only to me, not via our official admin address, and stated it was to discuss "ongoing matters". No agenda was provided, despite us repeatedly asking for one.

Agenda: Will a written agenda be issued in advance so that we can ensure the correct representatives attend and are properly prepared?

We raise point 2 simply for transparency. Throughout October, RMWG have not addressed the points raised in any of our formal correspondence on operational or contractual matters, and the limited responses that have been received have deflected from remedy, leaving several issues outstanding. We have repeatedly asked for an agenda, which continues to be ignored. Additionally, we were advised that ██████████ is unavailable to respond to our emails, concerns, and enquiries, yet she has emailed me directly requesting this meeting with her, again with no agenda.

This is confusing with regards to governance boundaries and the Council's role as neutral mediator.

Given the seriousness of the issues to be detailed in our forthcoming formal complaint, including statutory compliance, data protection concerns, community conduct, and serious false allegations affecting our SCIO, we would respectfully request a private meeting with Falkirk Council and the SPR Team prior to any joint session. This would allow you to review our documented complaint and agree appropriate next steps before any wider discussion takes place.

As some of our trustees will also need to take time away from work to attend, clear confirmation of the meeting's scope, purpose, and whether it forms part of the Council's formal response under Section 6 will help us prepare properly and ensure the session is productive for all parties.

We would be grateful for clarification by Friday 7th November to allow adequate time for preparation and to enable us to submit our comprehensive formal complaint in advance of any meeting.

We remain committed to constructive engagement and to resolving matters professionally.

Kind regards

██████████

PS: Separately, we wanted to update you that we are meeting with [REDACTED] at CVS Falkirk on Thursday 6th November (following his return from annual leave) to progress the requested EPIA. We are working constructively with CVS and engaging the wider community to ensure a comprehensive and balanced response is provided.

Falkirk Council Property Management Team (Strategic Property Review) to [REDACTED], copied to [REDACTED] and [REDACTED], 3 November 2025, 4:33pm

Dear [REDACTED],

Thank you for your email.

I confirm that an agenda will be issued in advance of the meeting.

However, we are not in a position to offer meetings with either group in advance of the joint meeting on 14th November as this could be seen to prejudice the outcome of any mediation process and we will therefore only be considering written submissions. In advance of the meeting on the 14th November, it would be helpful to have received a written submission from Thornhill Management Committee and I understand that you are submitting this as a formal complaint. We kindly ask permission for us to share your formal complaint with the Rainbow Muslim Woman's Group so that they also have an opportunity to respond formally and provide a written submission in advance of 14th November.

The purpose of the meeting on 14th November is to attempt to resolve the issues through an informal mediation process in the first instance. Should we not be able to resolve these issues, the Council may appoint an external mediator, the cost of which may be sought from either or both parties depending on the conclusion of the mediator and outcome of mediation.

If you have any further questions, please don't hesitate to get in touch.

Kind regards,

Falkirk Council Property Management Team

FTCH (Admin) to Strategic Property Review, copied to [REDACTED] and [REDACTED], 5 November 2025, 3:52pm

Dear Falkirk Council Property Management Team

Thank you for confirming that the meeting on 14th November will proceed as an informal mediation under the Sub-Licence and that an agenda will be issued in advance.

Before we prepare our written submission, we would appreciate clarification on several key points:

1. Distinction between mediation and formal complaint

The formal complaint being finalised by Falkirk Thornhill Community Hall SCIO concerns governance, data protection, statutory compliance, equality matters, and wider oversight issues directed to the Council as Licensor. These matters extend beyond the scope of operational mediation with RMWG and require Council investigation and direction rather than joint discussion.

We will therefore:

- Submit a mediation summary to the Council in advance of 14th November, focused solely on operational points relevant to this mediation process; and

- Submit our full formal complaint to the Council separately after the meeting, as a matter requiring Council investigation and direction as Licensor with ultimate authority over both the principal licence and Sub-Licence.

Please confirm that only the mediation summary will be shared with RMWG for the purpose of this process, and that our formal complaint will be treated as a separate governance and oversight matter not for joint mediation.

2. RMWG's written submission and timeline

RMWG sent an eight-page, twelve-section letter to the Council dated 29th October 2025 (and to us via email dated 30th October, copied to CVS Falkirk with an accompanying email).

Could you please confirm:

- Is this 29th October letter RMWG's written submission for the mediation process?
- Or will RMWG be submitting something additional?

To ensure fairness, if this is their submission, FTMC should have the opportunity to respond to their points before the meeting. However, we cannot prepare an appropriate response without knowing:

- What the agenda covers (which points are in scope for mediation versus separate Council investigation); and
- Whether this eight-page letter represents their full submission or if further material is to follow.

At present, RMWG have already provided an extensive written position to the Council (29th October), while FTMC has been asked to submit without seeing an agenda. We would appreciate clarity on the process and timeline so that both parties can prepare fairly.

Depending on the content of the agenda and RMWG's submission, FTMC may also wish to propose additional items for inclusion. We would therefore appreciate confirmation that there will be an opportunity to do so once both the agenda and any submissions have been received.

3. Officer representation

We understand that [REDACTED] is currently on annual leave until 17th November. As [REDACTED] was fundamental to the setup of the Sub-Licence agreement, his knowledge of the intended structure, responsibilities, and interpretation of specific clauses would be valuable for the mediation.

Could you please confirm who will represent Property Services at the meeting and be able to address Sub-Licence compliance and interpretation questions in [REDACTED]'s absence?

4. Council neutrality and community impact

We respect the Council's intention to remain neutral in this process and appreciate the effort to mediate fairly between parties. Our primary concern during this temporary licence period is continuity for all community groups who have used the hall for many years. Recent access issues, ongoing heating failures, safety concerns, and uncertainty have affected vulnerable users and the many protected individuals spanning multiple situations. A clear process and a focussed agenda will help restore a safe, accessible, well-managed environment.

5. Requested clarifications

Once we receive clarification on those above points we will:

- Provide our concise mediation summary responding to operational points relevant to the agenda
- Attend on 14th November prepared to discuss operational matters constructively.

We remain committed to constructive engagement and to providing our mediation summary within the necessary timeframe. Our full formal complaint will be submitted to the Council separately following this meeting.

Kind regards

Falkirk Thornhill Community Hall SCIO

FTCH to Falkirk Council Property Management Team, 7 November 2025

Dear Falkirk Council Property Management Team

Further to our correspondence of 5th November, we note that no response has yet been received regarding the points raised. As the meeting is now only seven days away, we are concerned that we have still not received confirmation of the agenda, submissions, or attendees.

In addition, due to the short notice and lack of confirmation, our trustees' work commitments now make attendance at the proposed afternoon slot impractical. To ensure full representation and fairness, we need all three trustees to attend in person. We would therefore like to propose rescheduling the meeting to 5:00pm or later on Friday 14th November if possible.

If this is not possible, we would appreciate the opportunity to agree an alternative date during the week beginning 17th November (or later), when all trustees can attend. Our collective availability is as follows:

- Tuesday 18th November – 12 – 2pm or Evening
- Wednesday 19th November – Evening only
- Thursday 20th November – Evening only

W/C 24th November:

- o Tues 25th or Fri 28th – Evening only
- o Wed 26th 1 – 2:30pm only
- o Thursday 27th November – 12 – 2pm only

Please confirm at your earliest convenience whether the 14th November meeting can be adjusted to 5:00pm or later, or whether one of the alternative dates above would be acceptable.

We would also be grateful for an update on the outstanding clarifications outlined in our email of 5th November, particularly regarding:

1. Confirmation of the agenda and process for mediation
2. Clarification of whether RMWG's letter of 29th October is their formal submission; and
3. Identification of the Council officer(s) who will attend in place of [REDACTED], if 5pm or later on 14th is acceptable to proceed then.

We remain committed to engaging constructively and look forward to your prompt response so that arrangements can be confirmed in good time.

Kind regards

Falkirk Thornhill Community Hall SCIO

Evidence 05.10: Emails of November 2025: FTCH's reply on the submission timetable, written submissions dropped (20 November), FTCH's reply (21 November) and the Council's reply

Text copy of the email chain as held by FTCH, in date order. Copied to Strategic Property Review and Council officers as shown. The earlier emails of 11 to 18 November 2025 are at 05.09. Mobile number removed.

FTCH to [REDACTED] (case officer), November 2025 (reply to her email of 18 November 2025)

Dear [REDACTED]

Thank you for your recent email.

For accuracy, FTMC did not “opt not to” provide a written submission. We were awaiting clarification on the scope, purpose, and expectations of the mediation process, as outlined in our email of 12th November. This clarification had not been provided before the previously stated submission date of 17th November.

Although we are happy to attend this meeting, again to make clear, FTMC did not request or initiate this mediation, it would therefore not be procedurally fair or reasonable for us to submit a written statement before the initiating party. In standard mediation practice, the party requesting mediation sets out the issues they wish to address, with the responding party then having the opportunity to reply. We cannot prepare or submit a statement without knowing the specific matters RMWG wish to raise.

We note that on 11th November the agenda structure requested FTMC to submit by 17th November, with RMWG submitting a “response” by 23rd November. This sequential structure is procedurally imbalanced, as it affords RMWG six days to consider and tailor their response to our submission while providing FTMC with no equivalent opportunity to respond to theirs.

To ensure a transparent and equitable process going forward, could you please confirm:

Whether both parties will be required to submit written statements;

Whether submissions will be provided simultaneously to avoid any prejudice; and

Whether RMWG, as the initiating party, will outline the issues they wish mediation to focus on - as we have asked repeatedly since the beginning of October.

Once we receive confirmation of an equitable and procedurally consistent approach, FTMC will be happy to prepare the relevant documentation.

Kind regards

FTMC

[REDACTED] to FTCH, copied to Strategic Property Review, [REDACTED], 20 November 2025, 4:55pm. Subject: Written submissions Thornhill

Dear [REDACTED]

On the evening of the key handover at which you and I were both present, it was agreed that an early meeting would be beneficial, but sadly due to scheduling conflicts this was difficult to achieve.

The numerous subsequent emails that we have been copied into, have become increasingly tense to the point that I think we can all agree that relations are strained.

RMWG then requested a joint meeting with FC and CVS which our colleague from the Communities team offered to chair.

As time is now against us for the groups to draft and submit submissions, we have decided to dispense with them and will use the mediation agenda previously circulated. I have shared the email exchanges so that colleagues are aware of the issues.

To some degree I think we have to enter this meeting in a spirit of good faith and a willingness to trust the process.

Perhaps we might view it as the beginning of a longer conversation?

I will also be letting the RMWG know that written submission is no longer required.

Kindest regards

[REDACTED]

[REDACTED]

[REDACTED] (Strategic Property Review)

Falkirk Council | Place Services

**FTCH (Admin) to [REDACTED], copied to Strategic Property Review, [REDACTED]
[REDACTED], 21 November 2025, 1:55pm. Subject: Re: Written submissions Thornhill**

Dear [REDACTED]

Thank you for confirming that written submissions are no longer required.

For clarity, FTMC's correspondence has consistently been factual, transparent, and focused on reporting sublicense compliance issues, statutory failures, security concerns, and safeguarding matters with the Council copied in as licence manager. These concerns are not "tensions" between groups; they are direct reports made in line with our responsibilities under the sublicense.

Before we proceed, we would appreciate clarification on one point. Your email refers to "RMWG requesting a joint meeting with FC and CVS which our colleague offered to chair." Could you please confirm whether this refers to the mediation meeting now scheduled for 26th November, or whether a separate meeting or meetings have taken place and when? Clarification on the timeline would be helpful.

We note that RMWG initiated these meetings, and as we have confirmed we will attend on 26th November to understand the specific matters they wish to raise. As the responding party, we look forward to hearing their issues first under the agreed mediation format.

We remain committed to protecting the interests and continuity of service for all Thornhill Community Centre users and will participate constructively in the discussion.

Kind regards

FTMC

[REDACTED] to FTCH, November 2025 (reply to FTCH's email of 21 November 2025, before the meeting of 26 November)

Dear [REDACTED]

We can confirm that no separate meeting or meetings have taken place.

In their letter of 28th October, where they requested a joint meeting, the RMWG stated:

“to ensure neutrality and constructive dialogue, we would welcome Falkirk Council’s support in facilitating this meeting, with CVS Falkirk contributing as an independent party to help guide discussion towards a fair and sustainable outcome”

In an email to you on 13/11/25, [REDACTED] stated:

“I have personally committed to attending any joint meeting to offer any support that we can to help identify a positive route forward”

Accordingly, our colleague [REDACTED], will be chairing the mediation as previously detailed, with CVS present as a neutral party. The purpose of the meeting is to try to build a positive working relationship between the groups and improve communications.

Ultimately the groups should be able to work together to agree a set of written operational rules governing the operation of the centre. It seems that the parties are not in a position to do this work yet but with a commitment to “protecting the interests and continuity of service for all Thornhill Community Centre” and an assurance that you will “participate constructively in the discussion”, there is optimism that this could be achieved.

Following a successful mediation meeting on Wednesday, issues raised relating to the sub-lease and centre management can be explored; these issues are for the RMWG and FTMC to resolve but Falkirk Council is committed to supporting this process.

Kind regards

[REDACTED]

Evidence 05.11: Action log of the meeting of 26 November 2025 and the email circulating it, 4 December 2025

Text copy as held by FTCH.

[REDACTED], Falkirk Council Property Management Team, to FTCH, 4 December 2025

Good morning,

Please find attached action log from meeting of 26 November.

Kind regards,

[REDACTED]

Falkirk Council Property Management Team

Attachment: action log, 26 November 2025

26/11/25

Thornhill Community Centre, informal mediation between Rainbow Muslim Womens Group (RMWG) and Falkirk Thornhill Management Committee (FTMC)

Location – Falkirk Stadium

Present: [REDACTED] FC; [REDACTED]
[REDACTED] FTMC; [REDACTED] RMWG.

ACTIONS to be completed by Friday 12th December 2025

1. Clarity is needed on the legal roles and responsibilities of the council and the 2 groups in terms of the FRI Licence ([REDACTED])
2. For the duration of the statutory CAT process, the 2 groups will have an MOU covering (but not limited to) the timing, nature and purpose of communications; operational vs. emergency issues. The meeting to discuss this will be attended by 2 members of each group, [REDACTED] set up a meeting by 12 December)
3. Identify who the main contact for each group is, including emergency contact (RMWG and FTMC)
4. Identify options for formal independent mediation ([REDACTED])

Evidence 05.11: Action log of the meeting of 26 November 2025 and the email circulating it, 4 December 2025

Text copy as held by FTCH.

[REDACTED], Falkirk Council Property Management Team, to FTCH, 4 December 2025

Good morning,

Please find attached action log from meeting of 26 November.

Kind regards,

[REDACTED]

Falkirk Council Property Management Team

Attachment: action log, 26 November 2025

26/11/25

Thornhill Community Centre, informal mediation between Rainbow Muslim Womens Group (RMWG) and Falkirk Thornhill Management Committee (FTMC)

Location – Falkirk Stadium

Present: [REDACTED] FC; [REDACTED]
[REDACTED] FTMC; [REDACTED] RMWG.

ACTIONS to be completed by Friday 12th December 2025

1. Clarity is needed on the legal roles and responsibilities of the council and the 2 groups in terms of the FRI Licence ([REDACTED])
2. For the duration of the statutory CAT process, the 2 groups will have an MOU covering (but not limited to) the timing, nature and purpose of communications; operational vs. emergency issues. The meeting to discuss this will be attended by 2 members of each group, [REDACTED] set up a meeting by 12 December)
3. Identify who the main contact for each group is, including emergency contact (RMWG and FTMC)
4. Identify options for formal independent mediation ([REDACTED])

MAIL-003 | MOU clarification, email delivery and assessment role

SOURCE TEXT COPY | Pasted markdown (3).md | Not yet checked against the mailbox original

Dear [REDACTED] and the SPR Team

Thank you for your email of 14th January and the feedback on our CAT application.

Notification and Timeline

I can confirm that we did not receive any email to our Thornhill account, as you have advised it was returned as undeliverable on 17th December. The first notification we received was to our personal email addresses on 19th December.

However, I was on annual leave over the Christmas period and did not return until Monday 12th January. Given the Christmas shutdown period, during which Council offices were also closed (and you yourself were on leave until 7th January), it has been extremely difficult to coordinate a comprehensive response within the timeframe provided.

Items We Will Respond to by 21st January

Notwithstanding the above, I can confirm that by the deadline of midnight on 21st January we will provide full responses to the following:

1. Car Park: Acknowledged and understood. We will confirm our position.
2. Constitution and Purchase: We will confirm our position.
3. Business Plan Usage Proportions: We will provide the projected usage.
4. Enablement Fund Contingency: We will outline our contingency plans and strategy.

Items Requiring Clarification

Before we can meaningfully respond to the following items, we require clarification:

5. Risks and Consequences: You have asked us to outline the consequences if the CAT is not awarded to the 'group'. Could you please clarify whether the group refers to the consequences for:

- a) The SCIO itself;
- b) The existing user groups (and their service users); or
- c) Both the SCIO and the user groups?

6. Let Agreements and Pricing: You have asked whether let agreements and pricing are for dedicated therapy spaces as well as for the main hall. Could you please clarify what specific information you require? For example:

- a) Are you asking whether our current pricing structure covers both the main hall and the proposed therapy/pavilion spaces?
- b) Or are you asking for separate pricing schedules for different areas of the building over and above the detail in the CAT BP?

7. Building Floor Area and Enablement Fund Cap: [REDACTED]'s email of 20th November stated the property size as 231.46m². However, the Shepherd's Chartered Surveyors valuation report states the Gross Internal Area as 321.55m². Could you please confirm which figure is correct, as this directly affects the maximum Enablement Fund request at £600 per m² and to support our quotation cap.

Items Requiring an Extension

In [REDACTED]'s email of 20th November 2025, it was confirmed that no timescales had been set at this stage of the process, and that we should "just send us the information whenever you have it."

Given this previous guidance, combined with the Christmas shutdown, my absence until 12th January, and the fact we did not receive the 17th December email, we respectfully request an extension for the following items:

8. Trustee and Volunteer References: You have asked for evidence of trustees' and key volunteers' involvement in other community organisations, including references.

Before we proceed, could you please clarify:

- a) Does this apply to all trustees and all volunteers, or only key individuals?
- b) What level of involvement qualifies as "significant"?
- c) What format should references take (e.g. written letter, email confirmation, contact details for verification)?

Coordinating multiple references across several individuals requires contacting third-party organisations and individuals, many of whom have been unavailable over the Christmas and New Year period. We will provide this information as soon as it can reasonably be gathered. We would also like to know how this information is scored and if this is a standard question - [REDACTED] advised he has never seen this request before.

9. Enablement Fund Written Quotations: You have asked for written quotations for the proposed capital works from external professionals.

We have refined our Enablement Fund request to essential safety and compliance items only. However, in addition to cost clarification, obtaining written quotations from contractors during December and early January has proven impossible due to the Christmas shutdown and contractors' availability. We have made contact with relevant professionals and are awaiting responses, but this is outside our control. We will submit quotations as soon as they are received.

Outstanding Process Matters

Scoring Matrix and Assessment Criteria: We have requested the scoring matrix, assessment criteria, and weighting that will be used to evaluate our application as part of this competitive CAT process. To date, this has not been provided. In order to engage meaningfully with feedback and understand how decisions will be reached, we require:

- a) The assessment criteria and how applications are scored in this competitive assessment;
- b) The weighting applied to each criterion; and
- c) Confirmation of who comprises the assessment panel.

Equality and Poverty Impact Assessment (EPIA): We are meeting with CVS Falkirk tomorrow to finalise the information for our EPIA, which as previously advised is extensive. We understand the EPIA is assessed separately. Could you please confirm whether we should submit the completed EPIA to the Strategic Property Review team, or to a different team once ready?

Summary

To summarise:

Items 1-4: Full response by 21st January

Items 5-7: Clarification requested before we can respond

Items 8-9: Extension requested in line with [REDACTED]'s previous guidance

Scoring matrix: Still outstanding - please provide

EPIA: Submission route to be confirmed

Please confirm receipt of this email and advise on the clarifications and extension requested.

Kind regards

[REDACTED]

Falkirk Thornhill Community Hall SCIO

From: [REDACTED]@falkirk.gov.uk>

Sent: 14 January 2026 5:08 PM

To: [REDACTED]@thornhillcommunitycentre.org.uk>

Cc: StrategicPropertyReview <StrategicPropertyReview@falkirk.gov.uk>

Subject: FW: Thornhill Meeting. MOU Meeting – Clarification Required Before Scheduling

Dear [REDACTED] and team

I hope this email finds you all well. Just a gentle reminder that we will be looking to have your feedback responses by midnight on Wed 21st January.

Please do let me know if there is anything I or any other member of the team can do to assist in the meantime (I am off on Friday but the mailbox will be monitored as always.)

Best wishes

[REDACTED]

[REDACTED]

[REDACTED] (Strategic Property Review)

Falkirk Council | Place Services

Mobile [REDACTED] | Monday – Friday 9 to 5

Please always copy in strategicpropertyreview@falkirk.gov.uk when you email me

image

From: [REDACTED]

Sent: 19 December 2025 11:39

To: [REDACTED]

Cc: StrategicPropertyReview <StrategicPropertyReview@falkirk.gov.uk>

Subject: Re: Thornhill Meeting. MOU Meeting – Clarification Required Before Scheduling

Dear [REDACTED] and team

On Wednesday 17/12/25 I sent the following email to your Thornhill addresses, but it was returned to me 24 hours later as undeliverable (error messages at the end of this email). I hope it's OK that I have dug out your personal email addresses which you gave me permission to use when you had a previous email issue.

We would request that you please submit your responses to our feedback by midnight on Wednesday 21st January. I am working up to and including Monday 22nd December. If you would like to meet in person or on Teams to discuss any aspect of the feedback, please do not hesitate to get in touch if I can help in any way. I'll be back on Wed 7th.

Additionally, please find responses to your queries, in red below.

Kindest regards

[REDACTED]

From: [REDACTED]@thornhillcommunitycentre.org.uk>

Sent: 10 December 2025 15:37

To: [REDACTED]@falkirk.gov.uk>; StrategicPropertyReview

<StrategicPropertyReview@falkirk.gov.uk>; [REDACTED]@thornhillcommunitycentre.org.uk>

Subject: Re: Thornhill Meeting. MOU Meeting – Clarification Required Before Scheduling

Dear [REDACTED] and the Falkirk Council Property Management Team

Thank you for your email.

Unfortunately, we are unable to attend a meeting during w/c 15th December. Given our existing work commitments, the preparation of our EPIA and other supporting materials for the CAT assessment, and the timing of the run-up to Christmas, trustee availability is extremely limited. We will therefore not be able to attend a meeting before the New Year.

Before offering alternative dates in January, we require clarification on several points so that we fully understand the purpose and scope of the proposed meeting

1. Relationship to Mediation Action 1

The mediation notes state that clarity on the “legal roles and responsibilities of the Council and the two groups” will be provided by 12th December.

As this clarity may directly affect the scope of any MOU, can you confirm that this will be issued in writing before any meeting is scheduled?

Please see [REDACTED]’s email of 08/12/25

2. Scope and Purpose of the Proposed MOU

The terms “timing, nature and purpose of communications” and “operational vs. emergency issues” require definition, particularly as content relating to these matters from the 26th November meeting does not appear in the minutes provided.

To prepare meaningfully, could you provide:

- draft outline,
- an agenda, or
- a description of the specific matters the MOU is intended to address?

The MOU will be co-produced between the 2 parties and the Council, during the meeting itself. Defining the terms “timing, nature and purpose of communications” and “operational vs. emergency issues” will be one of the first tasks in working on the MOU. The MOU is needed to agree how communications and engagement should operate between the groups. We will work to address other relevant issues that arise during the meeting and capture them in the MOU. We will work to a template which will be provided by the Communities team on the day.

3. Relationship to the Sublicence

The sublicence already sets out respective rights and responsibilities. Can you clarify whether the proposed MOU is intended to:

- supplement,
- clarify,
- or alter

any sublicense terms, and if so, on what basis?

[REDACTED] has already clarified the sublicense terms. The MOU is about conduct and engagement between the 2 groups, working towards creating a manageable working relationship.

4. Outstanding Operational Matters

There are outstanding operational and safety matters already raised with the Council.

Can you confirm whether these require resolution before MOU discussions take place, and how they relate to the proposed meeting?

We confirm that these matters do not require to be resolved prior to the MOU meeting. Discussion of these matters is already underway between yourself and [REDACTED], by separate email.

5. CVS Involvement and the Competitive CAT Process

As CVS supports both groups through different advisors, and the CAT process is competitive, could the Council clarify:

- a. How information shared in the meeting will be ring-fenced, and
- b. How any conflicts of interest will be managed?

We confirm that there is absolutely no intention to share group-specific information in this or any other joint meeting in relation to the CAT process. Representatives of CVS Falkirk are committed to following the rules of any mediation, MOU or similar meeting as set out by the Chair and agreed by the participants with regard to confidentiality, conflict etc.

6. Role of CVS – [REDACTED]

Can you confirm the capacity in which [REDACTED] will be attending, for example, as a facilitator, advisor (and to whom), or in another defined role?

[REDACTED] was in attendance at the mediation meeting as a strategic partner representative, and with a commitment to offering relevant support to any partnership attempt to identify a positive resolution to current challenges for all involved. The 2 Thornhill groups are each being supported by a separate member of CVS's community asset transfer support team; [REDACTED], as [REDACTED], is not involved in the casework of either group. You would be most welcome to get in touch with [REDACTED] directly if you have any questions about her role.

7. Impartiality and Responsibility for Arranging the Meeting

As the mediation notes refer to identifying formal independent mediation, could the Council clarify whether the arrangement and facilitation of the proposed MOU meeting should be undertaken by an impartial mediator rather than a Council officer who is also participating in the discussions and CAT assessment?

This will help ensure transparency and confidence in the process for both groups.

The MOU meeting will be run by the Communities Team. I will be present but as I am the case officer for both groups I have formally been recused from the assessment process which will be undertaken by a wide panel of colleagues from across the organisation.

Once the above points are clarified, we will be happy to agree alternative dates for January.

Kind regards

Falkirk Thornhill Community Hall SCIO

[REDACTED]

[REDACTED] (Strategic Property Review)

Falkirk Council | Place Services

Mobile [REDACTED] | Monday – Friday 9 to 5

Please always copy in strategicpropertyreview@falkirk.gov.uk when you email me

image

The information contained in this e-mail is confidential and is intended only for the named recipient(s). If you are not the intended recipient, you must not copy, distribute or take any action or reliance on it. If you have received this e-mail in error, please notify the sender. Any unauthorised disclosure of the information contained in this e-mail is strictly prohibited.

The views and opinions expressed in this e-mail are the senders own and do not necessarily represent the views and opinions of Falkirk Council.

From: [REDACTED]

Sent: 18 December 2025 16:39

To: StrategicPropertyReview StrategicPropertyReview@falkirk.gov.uk; [REDACTED]
[REDACTED]@falkirk.gov.uk; [REDACTED]@falkirk.gov.uk

Subject: emails bouncing back

Importance: High

Hi guys

All the Thornhill Management Committee email addresses (admin plus the named accounts) are bouncing back.

I do have personal addresses for the ladies from when they were previously locked out.

Should I send the email to those addresses? It was about the feedback deadline and clarifying questions about the MOU.

Thanks

[REDACTED]

From: Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@falkirk.gov.uk>

Sent: 18 December 2025 16:29

To: [REDACTED]

Subject: Undeliverable: Re: Thornhill Meeting. MOU Meeting – Clarification Required Before Scheduling

Delivery has failed to these recipients or groups:

[REDACTED]@thornhillcommunitycentre.org.uk ([REDACTED]@thornhillcommunitycentre.org.uk)

Your message couldn't be delivered. Despite repeated attempts to contact the recipient's email system it didn't respond.

Contact the recipient by some other means (by phone, for example) and ask them to tell their email admin that it appears that their email system isn't accepting connection requests from your email system. Give them the error details shown below. It's likely that the recipient's email admin is the only one who can fix this problem.

For more information and tips to fix this issue see this article:

<https://go.microsoft.com/fwlink/?LinkId=389361>.

[REDACTED]@thornhillcommunitycentre.org.uk)

Your message couldn't be delivered. Despite repeated attempts to contact the recipient's email system it didn't respond.

Contact the recipient by some other means (by phone, for example) and ask them to tell their email admin that it appears that their email system isn't accepting connection requests from your email system. Give them the error details shown below. It's likely that the recipient's email admin is the only one who can fix this problem.

For more information and tips to fix this issue see this article:

<https://go.microsoft.com/fwlink/?LinkId=389361>.

[REDACTED]@thornhillcommunitycentre.org.uk)

Your message couldn't be delivered. Despite repeated attempts to contact the recipient's email system it didn't respond.

Contact the recipient by some other means (by phone, for example) and ask them to tell their email admin that it appears that their email system isn't accepting connection requests from your email system. Give them the error details shown below. It's likely that the recipient's email admin is the only one who can fix this problem.

For more information and tips to fix this issue see this article:

<https://go.microsoft.com/fwlink/?LinkId=389361>.

[REDACTED]@thornhillcommunitycentre.org.uk)

Your message couldn't be delivered. Despite repeated attempts to contact the recipient's email system it didn't respond.

Contact the recipient by some other means (by phone, for example) and ask them to tell their email admin that it appears that their email system isn't accepting connection requests from your email system. Give them the error details shown below. It's likely that the recipient's email admin is the only one who can fix this problem.

For more information and tips to fix this issue see this article:

<https://go.microsoft.com/fwlink/?LinkId=389361>.