

MED-005B | [REDACTED] response interleaved with FTCH submission

[REDACTED] identifies the reply as [REDACTED]'s 12 August response. Reply transmission header and original colour distinctions are absent. Same substantive response as MED-005, with closing appendix list added; not independent corroboration. Historical text includes formulations corrected in current v6.

SOURCE TEXT

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10 August 2026

FTCH Formal Submission to the Head of Investment, Assets & 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 current 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. The temporary operating arrangement has generated substantial real-world evidence, both during and since the comparative assessment.

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.

We acknowledge that the Scottish Government Guidance states that “*The relevant authority should continue dialogue with the community transfer body throughout the process. They may ask for clarification or more detail on any issues they feel are necessary for their decision. This will help to avoid situations where a request is refused on the basis of a lack of information which the community transfer body could have provided if they had been asked. The type of information and level of detail expected should be appropriate and proportionate to the individual request.*

As you will appreciate, however, the Council has not made a request for this information and the process is a quasi judicial regulatory one with the Regulations being clear on the procedure for request documents and representations. You have submitted information at a very late stage that the competing applicant has not had an opportunity to have sight of or respond to. In light of this, officers do not consider they have locus to publish your submission for the committee meeting tomorrow.

As you know, the Council’s Standing Orders allow a party to request a deputation which you have done. If agreed by the committee, that will allow you an opportunity to be heard before the committee. I would remind you of the confidentiality of the mediation joint session.

I will also make members aware, when presenting the officer report, that you have submitted further representations.

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 summary of the mediation provided to Elected Members in the Executive report is based on the report prepared by the mediator – this was not shared with Falkirk Council until both FTCH and RMWG had reviewed the report. Falkirk Council made no amendments to the mediator’s report. The discussions between Falkirk Council and the mediator were not minuted or recorded.

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.

Any concerns in relation to operational matters are between the parties (FTCH and RMWG) are for yourselves to resolve in accordance with the licence agreement in place. It is the view of the Council that the statutory CAT process is a distinct process which is entirely separate to the operational FRI arrangements in place. This has always been made clear. Should you wish to raise these or any other appropriate matters there is the opportunity as part of your deposition.

The published mediation report does not 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 current position and supporting evidence are formally recorded at senior officer level and, insofar as they are material to the CAT determination, brought to the attention of the members making that decision.

Any points for the attention of Elected Members should be made through the deputation process.

Requests for confirmation

We would be grateful for confirmation of:

- That this submission has been formally received and recorded.
- How the material matters within it will be brought to members' attention before the determination is made.

Any points for the attention of Elected Members should be made through the deputation process.

- Whether any written record exists of the mediator's Teams briefing on 15 July 2026.

There is no written record of this meeting.

- How FTCH's authorised private-session position has been reflected in the decision-making process.

The assessment of both RMWG and FTCH CAT applications were undertaken in line with the statutory process. There were no material considerations because of the mediation outcome. The purpose of the mediation was to identify if both groups could collaborate, not to review the CAT assessment and scoring process.

- Whether the comparative assessment and recommendation have 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.

As above, the remit of the mediation was to identify if both groups could collaborate. This does not impact the scoring and assessment of the CAT applications. The mediators report does not highlight anything material that would require further consideration of the scoring, the report confirms collaboration is not possible.

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.
- 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.

These points are for you to consider if they are made as part of the deputation process.

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.

This point is for you to consider as part of the deputation process.

1.4 The governance risk remains unresolved

The Executive 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 question which the Executive's deferral and subsequent mediation were intended to explore therefore remains unresolved, despite FTCH still willing to collaborate.

This point can be made as part of the deputation process.

SECTION 2: CRITICAL OUTSTANDING GOVERNANCE CONCERNS

Two matters arising from the temporary FRI licence arrangements require particular attention from the Executive 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.

Our view is that the FRI Licence is an operational arrangement and a distinct process that is separate to the assessment of CAT applications in line with statutory requirements. Any points you wish to make in relation to this, can be made as part of the deputation process.

2.1 The Operational Code of Conduct

At the end of February 2026, RMWG issued an Operational Rules and Code of Conduct document. 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 or remove FTCH from the centre.

- Stated that FTCH has "no audit, supervisory or managerial authority over RMWG" while simultaneously billing FTCH for costs for which FTCH was seeking supporting information and clarification in order to discharge its own financial governance responsibilities.

- 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 is an operational matter for between the tenant and subtenant. Falkirk Council were sent a copy of the document but did not contribute or have any input in its development.

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 has enabled one organisation, in practice, 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. RMWG stated that Council officers had been fully engaged in relation to the document, notwithstanding that its issue to FTCH was one of the small number of occasions on which the Council had not been copied into the correspondence.

Falkirk Council were sent a copy of the document but did not contribute or have any input in its development.

A copy of the Operational Rules and Code of Conduct, together with the covering email correspondence by which it was issued to FTCH, is attached to this submission as Appendix 1.

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, locking FTCH out of the building and shared spaces in direct breach of the FRI licence stipulations.
- Charges for items FTCH did not agree to: cleaning staff, cleaning supplies, the Hive heating system, locks, roof repairs, RMWG's own WiFi system, and PAT testing including inappropriate additional items unrelated to the hall. These items were never communicated nor discussed.
- 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 or the Council officer's general view as to permissible cost categories.

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.

This is an operational matter for resolution between the tenant and subtenant.

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 September 2025, FTCH offered RMWG 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.

Also in September 2025 (prior to the meeting that you held with FTCH on the 19th), Anne Donahue 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 only to avoid the immediate risk of closure and loss of existing community provision. This was the only option open to FTCH as the council stated that the building would close otherwise, and the RMWG did not wish to collaborate with us.

Falkirk Council then 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 which had rejected the proposed collaboration and had no established management relationship with FTCH's existing protected-let users.

These points can be made as part of the deputation process. Falkirk Council was always clear that only 1 community group could be the tenant and take on the FRI licence. It was also an opportunity

for the Groups to work together. Falkirk Council has been clear throughout that the FRI licence process would have no impact on the statutory CAT process and was an operational matter.

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 3 days late after more than one challenge and missed deadlines to rectify. FTCH considers this a breach of Clause 6.3 of the sub-licence, which provides that both parties are to 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 however, given to Councillor [REDACTED] instead of the sub-licensee.
- RMWG accused FTCH of changing the front door keybox code. This was checked separately by two FTCH trustees in the presence of RMWG and then subsequently 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. This led to widespread confusion and upset for the community lets and users.

This relates to operational matters. These points can be made as part of the deputation process.

3.3 Broadband, CCTV and heating systems

- End of October or beginning of November 2025: RMWG disconnected FTCH's broadband service from operational use within the hall without prior notice to or consultation with FTCH, and installed their own separate internet service. FTCH's broadband contract remains active and FTCH continues to pay for broadband provision to the hall. When challenged, RMWG refused to engage on the issue. RMWG then charged FTCH 31% of the cost of their own internet service, despite having disconnected FTCH's system from use.
- RMWG removed FTCH's CCTV connection, and installed their own, without prior notice to or consultation with FTCH. 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, despite several queries from the community users and our trustees.
- Late December 2025 or January 2026: RMWG installed a Hive heating control system without prior notice to or consultation with FTCH. 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 the Council's prior written approval required under Clause 9.1 had been obtained. No answer was provided. FTCH has no access to heating controls. Vulnerable users including brain injury rehabilitation and elderly persons have been left in the cold during sessions. This was particularly concerning during the winter months and apparent throughout evening sessions. Upon contacting RMWG for resolution, we were deemed to be 'harassing and inconveniencing them.

This relates to operational matters. These points can be made as part of the deputation process.

3.4 Caledonia Services access denial (January 2026)

Caledonia Services (HSCP, council-funded mental health programme) began being denied access to an additional hour within the protected timetable on a weekly basis for a period of six full weeks until council officers intervened. RMWG stated that the hall was unavailable because of another let. FTCH subsequently confirmed that during each of the six disputed periods there were no groups or individuals occupying the building, which would be impossible anyway given the half hour availability between the disputed hour. FTCH raised a formal complaint via email. The situation took six weeks to resolve. HSCP had raised a formal complaint.

This relates to operational matters. These points can be made as part of the deputation process.

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

- RMWG made multiple public posts and statements which FTCH considered misleading for the public and damaging to the charity's reputation. This included 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 of the relevant material.

- 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. The uninvited individuals confirmed that the RMWG purposely asked them to attend a private closed meeting to gain information private and confidential information on our plans and our relationship with our own members. We responded appropriately and professionally to all the questions asked of us throughout.

- At RMWG's own public meeting near the end of March 2026, comments were made publicly about the FTCH Chair from the RMWG representatives chairing the meeting, which FTCH considered derogatory. This is highly unprofessional and categorically inappropriate. RMWG refused to answer questions about unilateral changes to contracts and safeguards for existing groups. FTCH also witnessed members of the public being spoken to in a dismissive manner when they attempted to raise concerns or challenge the responses being provided.. Attendees were video-recorded on more than one RMWG mobile phone without prior notice or consent to any of the attendees. When attendees challenged the recording and asked for the footage to be deleted, RMWG declined to do so and withdrew to the kitchen area, with access to that area subsequently restricted by RMWG to avoid being asked to delete the footage

These points can be made as part of the deputation process.

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, nor do our trustees control what individuals do or say on their own social media accounts.
3. At the council-facilitated mediation meeting on 26 November 2025, the allegation was raised openly, printed materials were circulated to all attendees except FTCH. When FTCH attempted to respond, the facilitator, ██████████, did not permit FTCH representatives to do so, leaving FTCH unable to respond to or defend itself against the allegations being made. This is absolutely unacceptable.

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. FTCH includes this history because it is relevant to the deterioration of the working relationship under the temporary arrangement and to the practical prospects of any future model dependent solely on goodwill rather than enforceable governance.

This can be made as part of the deputation process.

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.

This can be made as part of the deputation process.

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 congregation: departed during the FRI period.
- Kettlercise: departed May 2026 due to ongoing uncertainty.
- Hartbeeps: departed end of June 2026, pre-empting that they cannot afford to run with extra costs should the RMWG secure the centre.
- Satori Mind (wellbeing): the Chair's own group departed after RMWG interrupt protected-let session.

Three of the remaining six lets will leave should RMWG secure the CAT due to the number of issues and ongoing concerns that have never been addressed.

Furthermore, the existing community users feel that they have no voice in this set up given that the appropriate channel to voice their concerns is via FTCH, and FTCH are consistently ignored by both RMWG and Council Officers. They also feel that they have been cast aside in order to support one group.

Before the temporary FRI arrangement award to RMWG, FTCH's timetable occupancy was approximately 67%. Under the protected-let arrangements within the FRI arrangement FTCH's allocation reduced to 31% as you know and was discussed on the day of signing the licences, but actual occupancy has subsequently fallen to approximately 19% since March. This reduction is attributable to the decision to place the temporary FRI under the sole control of RMWG and to the conditions subsequently experienced under that arrangement. Matters have not been supported in anyway by Falkirk Council.

This reduction does not represent a permanent reduction in community demand for FTCH's provision. FTCH's records and communications with the affected groups indicate that the departures have arisen from uncertainty, incoming increased costs proposed by RMWG, ongoing operational disruptions and experiences under the temporary arrangement rather than from any identified reduction in community need.

A number of the affected groups have confirmed that they would remain with or return to FTCH under a properly governed arrangement, and would follow FTCH to suitable alternative premises if necessary. Conversely, some continuing groups have indicated to FTCH that they will leave or are considering leaving if RMWG receives permanent control as mentioned above. 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 as discussed with groups in confidence.

This can be made as part of the deputation process.

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. FTCH's CAT application already provides one workable model: FTCH retains management of the Centre while accommodating RMWG through the substantial anchor let proposed from the outset. Alternatively, FTCH's equal-governance proposal, developed in June and discussed with the mediator, provides a second workable route. Both approaches preserve whole-community provision while addressing the areas in which the temporary arrangement has demonstrably failed.

This can be made as part of the deputation process.

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 "Panel view" commentary which FTCH considers insufficiently connected to identifiable comparative evidence.

At the 18 June Executive meeting, when questioned about the basis of the comparative scoring, ██████████ acknowledged that the judgement underpinning the scoring in RMWG's favour was based on a "feeling". He also acknowledged, when separately questioned about FTCH's commercial characterisation, that commercial activity can support sustainability. FTCH therefore asks how those judgements informed the comparative scores across the assessment themes.

It should be made clear that your assertion of the assessment being based on "feelings" is incorrect. Officers undertook both a quantitative and qualitative assessments and based on their professional view "felt" that the proposals from RMWG would be recommended for approval.

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.

The assessment as noted is both quantitative and qualitative. The assessment is undertaken from professions across the Council and is based on the individuals professional view and assessment of the material submitted. The criteria for assessment is based on the statutory requirements for assessing a CAT application and this is outlined in the committee report and includes areas such as public health, social wellbeing. The scoring is based on very strong, strong, moderate, weak, poor.

The evidence used for the assessment and subsequent recommendation is based on the CAT application, business plan and all other documents submitted by the community groups.

Commercial activity can support sustainability however, it was felt in comparing the competing applications, one was more community focussed and this was reflected in the scoring.

In FTCH's view, a Community Asset Transfer decision affecting an entire community should not be materially influenced by a subjective "feeling" rather than identifiable evidence. To do so risks rendering the assessment unreasonable, indefensible and potentially unlawful.

The assessment is based on evidence provided in the submission and the assessment of this.

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.

More criteria than simply the monitoring of performance were considered and scored.

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 considers its model of generating income for reinvestment into the charity and local community to be consistent with community wealth building principles. FTCH is therefore concerned that the repeated characterisation of this aspect of its model as "commercial" appears to have operated adversely within the comparative assessment.

More criteria than simply commercial aspects were considered and scored. As previously outlined multiple officers scored both applications against all criteria.

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.

Both groups were able to demonstrate some engagement with user groups and met the requirement for community asset transfers.

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 with the continuation of existing community lets at FTCH's pre-FRI level of provision, RMWG's own programme and the total 91 hours available each week.

The evidence used for the assessment and subsequent recommendation is based on the CAT application, business plan and all other documents submitted by the community groups.

EPIA

The Council's Equality and Poverty Impact Assessment appears to have been based on engagement with only six people. FTCH does not understand how an equality and poverty assessment based on such a limited engagement sample can properly support the comparative equality conclusions reached for a whole-community centre which had an established user base of approximately 386 users, including ad hoc use, immediately before the temporary FRI arrangement. FTCH's own EPIA drew on a significantly broader evidence base supporting its application across all protected characteristics.

FTCH asks:

- **Who undertook and approved the Council EPIA, and how its findings were used in determining the comparative equality scoring within the CAT assessment.**
- **What evidence informed the Council's comparative equality assessment.**
- **How engagement with only six people was considered representative of the Centre's existing and potential community.**
- What evidence and community engagement underpinned RMWG's own EPIA, particularly in relation to the existing users of Thornhill Community Centre with whom RMWG did not have an established management relationship when the assessment was prepared, nor do they now.

- **How the robustness, breadth and evidential basis of RMWG's EPIA were assessed against FTCH's EPIA, which drew on extensive building-specific community evidence across the protected characteristics.**
- **What weight was given to the respective reach, methodology and representativeness of each organisation's equality evidence when determining the comparative scores.**

All CAT applications submit an EPIA questionnaire. This is contained within the CAT application Appendix for the Thornhill Community Centre Executive Report.

Community consultation and letters of support are contained within the appendices for the Thornhill Community Centre Executive Report.

The EPIA prepared by Falkirk Council is to confirm that the requirements of the EPIA has been met. This involves multiple officers.

Promoting equality and reducing inequality are also part of the assessment criteria.

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.

The scoring is based on assessment of the CAT application submitted and in line with the statutory requirements. As previously advised, the FRI arrangements are operational and are separate to the assessment of the CAT applications. There is nothing material in any submission relating to operational matters that would result in a change to the outcome of this scoring. Any operational concerns or issues can be through the licence agreement.

Any points you wish to raise can be part of the deputation process.

Material developments since the original scoring include the operational governance concerns documented in this submission, the reduction in community use from 31% to 19%, 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 continues to rely upon the original scoring, including the acknowledged 'feeling' underpinning the comparative judgement, notwithstanding the material new evidence now available. FTCH does not consider the latter a sound evidential basis for a decision capable of fundamentally disrupting the existing community.

The view of the Council is that there are no material developments that have an impact on the statutory assessment. Any concerns or issues can be raised as part of the deputation process. The Council maintains the position that a robust process has been followed for the assessment of both applications, this has been done consistently and in line with statutory requirements.

SECTION 5: FTCH'S INCLUSIVE APPROACH AND PLANNED PROVISION

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 documented proposals have consistently sought to accommodate both RMWG and the wider existing community within Thornhill Community Centre. FTCH's existing and planned provision includes multicultural events, men's health services, broader faith-based provision, and a growing ethnic-minority faith congregation. FTCH continues to welcome RMWG as part of Thornhill Community Centre, whether through the proposed equal collaborative structure or through appropriate provision within FTCH's model should FTCH secure the asset.

RMWG already delivers activity from multiple locations across Falkirk. FTCH is not arguing that RMWG should be excluded. The relevance of RMWG's existing multi-location operation is that sole control of Thornhill Community Centre is not the only mechanism through which RMWG can continue or develop its services, whereas the decision before the Executive concerns the future governance of an established whole-community asset which had an established user base of approximately 386 users immediately before the temporary FRI arrangement.

This can be raised as part of the deputation.

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.

This can be raised as part of the deputation.

6.2 FTCH's preferred solution

FTCH's preferred outcome is either an award of the Community Asset Transfer to FTCH or, alternatively, an equal and 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.

This can be raised as part of the deputation. We would remind all those involved that the CAT process is quasi judicial and should be treated accordingly.

6.3 Alternative outcomes and minimum requirements

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

1. Approving FTCH's request for the Community Asset Transfer on its merits.
2. Alternatively, if procedurally available, deferring determination for an independent, evidence-based reassessment of both applications, subject to any extension of the statutory decision period required and agreed.
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, including safeguards against unilateral alteration of their access, terms or operational arrangements, before any permanent transfer is approved.

This can be raised as part of the deputation. We would remind all those involved that the CAT process is quasi judicial and should be treated accordingly.

6.4 The central question

The Executive 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 Executive decision was to explore the opportunity for collaboration between both groups, as per the Executive report being considered, this is not possible.

The temporary FRI arrangement has been testing the current imbalance of control since 1 October 2025. That arrangement has been accompanied by 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%.

This is an operational matter and has no bearing on the assessment of the CAT application in line with statutory requirements. Any concerns or issues can be raised as part of the deputation process.

At the same time, the comparative scoring continues to include Panel view judgements which FTCH considers insufficiently connected to identifiable comparative evidence, while FTCH scored highest in the criterion most directly concerned with managing, measurable monitoring, reporting and evidencing of outcomes. In explaining the comparative scoring, ██████████ acknowledged on the record that the judgement underpinning the scoring in RMWGs favour was based on a “feeling”.

An outline of the criteria has been provided within the appendices and a scoring for each criteria. This is based on a view of whether the evidence is very strong, strong, neutral, weak, poor.

Throughout the temporary FRI arrangement, Falkirk Council officers and the Strategic Property Review team have been copied into the overwhelming majority of substantive correspondence between FTCH and RMWG. The Council has therefore had extensive contemporaneous visibility of the developing operational, financial and governance difficulties set out in this submission. At one stage FTCH was advised that the volume of copied correspondence was excessive; that position was subsequently reversed and FTCH was instructed to ensure that Council officers were copied into communications between the parties. Despite that level of oversight and awareness, FTCH is not aware of any effective intervention by the Council which resolved the substantive issues as they arose. FTCH is concerned that this history demonstrates not only the failure of the temporary governance structure, but also an apparent imbalance in how concerns raised by the two organisations have been received and addressed. This is another reason why the final determination should be based on a transparent examination of the full evidential record rather than assumptions or unsupported comparative judgements.

A significant amount of correspondence has related to operational arrangements associated with the FRI Licence. This is a matter for the tenant and the sub-tenant. Where there has been concern about breaches of the terms of a licence, this has been reviewed and responded to accordingly. We have responded to a significant amount of questions about the process and other matters where relevant. As previously advised, any complaints against the Council should be made through our formal complaints process and we will treat this accordingly. All submissions made in relation to the CAT process have been sent to the assessment panel, this includes copies of the public representations and nothing has been identified as material to the recommendations made.

The question for the Executive 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 to ensure that the final decision is made on the full, accurate and properly recorded position, and that FTCH's authorised mediation position, the current operational evidence, and an intelligible examination of the scoring are all before the members making that decision.

This can be raised as part of the deputation. We would remind all those involved that the CAT process is quasi-judicial and should be treated accordingly.

Appendices

The following documents are attached to this submission:

1. RMWG Operational Rules and Code of Conduct, together with covering correspondence.
2. FTCH 13-point invoice query (15 May 2026).
3. RMWG response to FTCH invoice query (18 May 2026).
4. Mediator's email confirming the basis of her briefing to Falkirk Council.

Yours sincerely

██████████, Chair

██████████, Secretary

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

Evidence 07.01: The RMWG's letter to FTCH dated 29 October 2025 (sent 30 October 2025), copied to Falkirk Council and CVS Falkirk

Text copy of the letter as received by FTCH. The RMWG's earlier letter of 28 October 2025 and FTCH's reply of 28 October 2025 are held by the Council.

██████████, Chair, Rainbow Muslim Women's Group SCIO, to ██████████ (FTCH), dated 29 October 2025, sent 30 October 2025, copied to Falkirk Council and CVS Falkirk

Dear ██████████

Thank you for your correspondence dated 28 October 2025. We acknowledge the issues raised and remain committed to resolving matters constructively, in accordance with the Sub-Licence and principal licence terms, and in the spirit of serving the wider community.

1. Immediate Operational Items

Keys

We confirm that a representative from RMWG attended the centre on Tuesday 28th October and supplied the office keys and electrical cupboard keys as requested.

Heating and Operational Knowledge

While RMWG acknowledges its primary responsibility for the management of the centre, we are surprised that FTCH does not appear to be familiar with the operation of the heating system, particularly given its prior role in managing the facility. RMWG would have welcomed the opportunity to learn from FTCH on such matters, as part of a cooperative and supportive transition. However, the approach taken thus far has placed barriers to collaboration rather than fostering mutual understanding. This is regrettable and does not reflect the spirit of partnership and community that should underpin our shared stewardship of Thornhill Community Hall.

2. CCTV and Security

We note that FTCH previously disconnected its CCTV system and requested payment for its use, creating a security risk for the property and attendees. As the principal licence holder with full repair and insuring responsibilities, RMWG installed CCTV equipment at its own expense to safeguard the facility and support all user groups.

Clause 10.4 of the Sub-Licence confirms FTCH's system is disconnected. It does not prohibit RMWG from installing its own. While we accept and adhere to the condition that FTCH lets must not be recorded, this restriction exists despite FTCH's own system being inactive — raising concerns about the level of risk FTCH is willing to accept in a shared public facility.

RMWG is fully compliant with ICO and GDPR requirements. We respectfully note that regulatory accountability lies to Falkirk Council and relevant authorities, not FTCH, and ask that this distinction be recognised in future correspondence.

3. Allegations and Tone of Correspondence

We respectfully disagree with FTCH's assertion that its correspondence has been confined to professional enforcement of Sub-Licence obligations. While dated events and clause references have been cited, the tone and framing of communications have often felt adversarial and disproportionate, particularly in the absence of any collaborative engagement or transitional support.

RMWG's concerns regarding hostility and exclusion are not based on isolated incidents but on a pattern of interactions that have undermined the spirit of partnership and mutual respect. These concerns were raised in good faith and with the intention of fostering a more constructive working relationship.

4. Public Commentary and Community Impact

We acknowledge that FTCH may not author or control public commentary made by individuals or third parties. However, the nature of some of the remarks observed, including discriminatory language and exclusionary narratives, has caused concern within RMWG and among the communities we serve.

While we do not suggest these comments originate from FTCH, their presence in the wider discourse surrounding the centre's transition is troubling and has had a real impact on community cohesion and the wellbeing of our members.

RMWG raised these concerns not to detract from operational matters, but to highlight the broader social context in which this partnership is unfolding. We believe that all parties involved in the stewardship of Thornhill Community Hall share a responsibility to promote inclusion, challenge divisive narratives, and foster a welcoming environment for all.

5. Equality Act and Inclusive Access

We fully recognise that the Equality Act 2010 protects all individuals with protected characteristics, and we acknowledge that FTCH's user groups include attendees with a range of needs. RMWG's own beneficiaries also include individuals with protected characteristics, notably women from ethnic minority backgrounds, older adults, and those experiencing social isolation. Our commitment to inclusive service delivery is longstanding and central to our work.

We take seriously any concerns raised about access, comfort, or clarity during lets. However, we are concerned that some of the issues listed, such as heating faults and lock code changes, have been presented in a manner that implies deliberate obstruction. In reality, these matters have either been addressed or stemmed from transitional gaps that could have been resolved more easily through cooperative engagement.

RMWG's presence during FTCH lets has never been intended to cause uncertainty. We are committed to respecting boundaries and ensuring that all users feel safe and supported. Where concerns have been raised, we are open to discussing them constructively and putting in place clear protocols to avoid future misunderstandings.

We believe that the Equality Act duties apply not only to operational compliance but also to the tone and nature of engagement between organisations. A collaborative approach, grounded in mutual respect and shared responsibility, is essential to ensuring that Thornhill Community Hall remains a welcoming and inclusive space for all.

6. Storage Cupboards and Safety Considerations

We acknowledge Clause 10.5 of the Sub-Licence, which confirms that storage cupboards are private to each let and that FTCH's user groups retain exclusive access to their designated storage areas.

RMWG fully respects this arrangement and does not seek access to these cupboards or interfere with their contents. However, as the principal licence holder with overall responsibility for the safety and management of the facility, RMWG must ensure that all areas of the building, including storage spaces, do not pose a risk to users or the property.

This includes reasonable checks to confirm that materials stored within the facility are not hazardous, flammable, or otherwise inappropriate for a shared public space. Our intention is not to breach privacy or operational boundaries, but to uphold our duty of care and ensure the safety of all centre users.

We believe this is a proportionate and responsible approach, and we welcome dialogue with FTCH to agree on a protocol that respects both parties' roles and responsibilities.

7. Collaboration and Meeting Request

We remain committed to a collaborative approach and believe a facilitated meeting is essential to clarify roles, responsibilities, and operational boundaries.

Our previous invitation to meet was made in response to ongoing uncertainty around operational boundaries, communication protocols, and shared responsibilities. We had hoped that a face-to-face discussion would allow both parties to address concerns constructively and avoid further misunderstanding.

We believe it would be beneficial for FTCH, RMWG, Falkirk Council, and other relevant stakeholders, including CVS Falkirk, to come together to contribute toward the development of clear operational rules and protocols for Thornhill Community Hall.

It was anticipated that a written agenda would be prepared for the meeting, ideally through joint input, to support constructive engagement.

Our intention is to foster mutual understanding and ensure that all parties are working in alignment for the benefit of the wider community.

8. Licence Structure and Governance

We wish to clarify that the Sub-Licence held by FTCH is contingent upon the principal licence granted to RMWG. Clause 7.1 of the principal licence explicitly states that its granting is conditional upon RMWG issuing a Sub-Licence to FTCH, with terms to be agreed between both parties, including area of let, times, and other operational arrangements.

The Sub-Licence confirms that FTCH has use of 31% of the centre, with specific times of use outlined in the attached programme, and a defined share of costs payable to RMWG. These terms reflect FTCH's limited scope of access and its obligations under the shared use arrangement.

Importantly, Clause 7.1 makes clear that the Sub-Licence is not merely a static entitlement but a conditional agreement requiring ongoing cooperation between the parties. Operational matters, which go beyond high-level terms, which must be discussed and agreed collaboratively. This is one of the key reasons RMWG has sought to meet with FTCH: to jointly develop operational plans, define boundaries, and clarify roles and responsibilities.

FTCH's refusal to engage in such dialogue, and its insistence on placing conditions on holding a meeting, runs counter to the intent of Clause 7.1 and undermines the overarching requirements of the principal licence. From the outset, FTCH has communicated that if RMWG is unable to fulfil its FRI responsibilities, it should give formal notice to Falkirk Council so that FTCH may resume hall management. This posture, taken before any operational engagement, reflects a lack of goodwill and a presumption of failure, rather than a willingness to support a successful transition.

9. Early Positioning and Lack of Goodwill

It is increasingly clear that FTCH has been building a case to escalate matters to Falkirk Council. This is evident in their early and frequent references to specific Sub-Licence clauses, as well as their inclusion of Council officers in correspondence, a pattern that began almost immediately after RMWG assumed the principal licence. From the outset, FTCH appeared to position themselves as the preferred alternative to resume hall management, anticipating RMWG's withdrawal rather than supporting a successful transition.

In contrast, RMWG has consistently prioritised constructive engagement. We have made sustained efforts to communicate respectfully, seek clarity on operational matters, and invite collaboration. These overtures have been met with procedural resistance, a lack of goodwill, and a refusal to share even basic operational knowledge, despite FTCH's continued use of the facility and their prior management role.

RMWG takes its responsibilities seriously and remains committed to ensuring the centre is safe, inclusive, and well-managed. It is important to acknowledge that our tenure as principal licence holder has been brief yet marked by deliberate obstruction and escalation from FTCH. This behaviour may reflect either limited experience in collaborative working or discomfort with the shift in management, possibly rooted in a perception that the centre was taken from them.

The tone and content of FTCH's communications, along with the nature of the evidence they present, suggest a deeper unease with RMWG's leadership. As a well-established minority ethnic women's organisation, our assumption of the principal licence appears to have triggered resistance rather than cooperation. This posture has persisted throughout the transition, manifesting in conditional offers, adversarial exchanges, and procedural manoeuvring.

Despite these challenges, RMWG has continued to reach out in good faith, recognising the value of FTCH's prior experience and seeking to build a collaborative relationship. Unfortunately, these efforts have been met with hostility and obstruction, raising broader concerns about FTCH's willingness or ability to work inclusively with other organisations.

The short period since RMWG assumed the principal licence has already revealed a consistent pattern of resistance from FTCH one seemingly designed to destabilise our efforts and justify a return to sole control. Whether this stems from discomfort with shared management or a belief that the centre was unfairly transferred, the result has been the same: a breakdown in goodwill and a refusal to engage constructively.

10. Governance, Responsibility and Approach

As the principal licence holder, RMWG carries greater responsibility for the management, safety, and operation of Thornhill Community Hall than FTCH, whose Sub-Licence is contingent on the Principal Licence. This structure places RMWG in a position of accountability not only to Falkirk Council but to all user groups and the wider community.

Despite this, the approach taken by FTCH has, at times, bordered on unreasonable and lacking in goodwill. RMWG acknowledges that aspects of facilities management could be improved, but it is important to recognise that we have held the principal licence for less than a month and received no handover or transitional support from Falkirk Council or FTCH, an organisation previously responsible for managing the centre.

Rather than working collaboratively to share operational knowledge and support a smooth transition, FTCH has relied heavily on Sub-Licence clauses to place demands on RMWG, while creating barriers to cooperation. The cumulative effect of this approach has been to undermine partnership and lead toward invoking Clause 6.4, inviting Falkirk Council to mediate a dispute that has largely been shaped by FTCH's own actions.

11. Next Stage Position and Operational Clarity

RMWG has consistently approached the management of Thornhill Community Hall with goodwill, patience, and a commitment to collaboration. From the outset, we have sought to engage FTCH constructively, recognising their prior experience and the potential value of shared insight. Our intention has always been to foster a cooperative environment that benefits all user groups and supports the smooth operation of the facility.

Despite these efforts, FTCH's responses have frequently been adversarial, conditional, and uncooperative. Communications have lacked goodwill, placed procedural barriers before engagement, and included threats of escalation to Falkirk Council, alleging breaches of the SubLicence agreement without first seeking resolution through dialogue. This pattern has made it increasingly difficult to establish a shared operational framework and has undermined the spirit of partnership that should guide community facility management.

In light of this, RMWG believes it is now necessary to move towards a more structured and clearly defined approach. As the principal licence holder with full repair and insuring responsibilities, RMWG has both the authority and the duty to ensure that Thornhill Community Hall is managed in a safe, consistent, and

equitable manner. This includes the development and implementation of operational rules and protocols that apply to all user groups, including FTCH.

These protocols will aim to clarify expectations and responsibilities in areas such as:

- Access and scheduling
- Communication boundaries
- Safety and compliance
- Facility maintenance and reporting
- Respectful conduct and dispute resolution

RMWG remains open to dialogue and welcomes FTCH's input in shaping these rules. However, in the absence of voluntary cooperation, we will proceed with defining and implementing these protocols in consultation with Falkirk Council and other stakeholders, to ensure the centre operates effectively and inclusively.

RMWG will now begin laying the foundations for developing these operational rules and protocols, ensuring they are informed by best practice and aligned with the needs of all user groups.

12. Closing Statement

We respectfully request that future communications be conducted in a spirit of partnership and mutual respect. RMWG remains committed to inclusive service delivery and the wellbeing of all hall users. We hope all parties will recommit to our shared purpose of serving the community through transparent and cooperative facility management.

It is worth noting that from the very outset of the licence and Sub-Licence arrangement, FTCH communicated to RMWG:

"If you would like us to resume running the hall, you will need to give notice on your FRI license to the council, and we will be happy to take it over with agreed notice and an appropriate sublet agreement in place. If not, our groups will continue to attend the hall as per the agreement and schedule provided and expect it to be available, suitable and well maintained."

This message — sent within days of RMWG assuming responsibility for Thornhill Community Hall, framed the relationship not in terms of collaboration or transitional support, but as a conditional offer based on the presumption of RMWG's failure. It suggested that FTCH anticipated reclaiming management responsibilities rather than supporting a successful transition.

This posture has since been reinforced in FTCH's latest correspondence, which states:

"FTMC is not leaving, not providing handover, and does not work for RMWG. This is a shared facility with operational separation. If building management guidance was required, that was a matter between the FRI holder and Council."

Such statements reflect a deliberate refusal to engage in any form of transitional support or knowledge sharing, despite FTCH's prior role in managing the facility and its potential to offer valuable operational insight. It also contradicts FTCH's own assertion that it continues to use the space to ensure lets are accessible and appropriately maintained, a position that implicitly acknowledges a shared interest in the facility's operational integrity.

RMWG's approach stands in stark contrast to FTCH's positioning. From the outset, RMWG has actively sought to engage FTCH in a spirit of cooperation, recognising the value of their prior experience in managing Thornhill Community Hall. We have made repeated efforts to learn from FTCH's operational knowledge, understand existing systems, and establish a collaborative working relationship that benefits all user groups.

It is difficult to reconcile FTCH's insistence that they are merely ensuring access for their lets, while simultaneously denying any responsibility to assist the new principal licence holder in understanding the facility's systems. This contradiction has placed unnecessary strain on the transition and has hindered the development of a cooperative framework for managing the centre.

RMWG's intention has never been to displace or diminish FTCH's role, but to work alongside all stakeholders in a transparent and inclusive manner. We believe that community facilities thrive when organisations collaborate, share knowledge, and prioritise the needs of the wider public over institutional interests.

RMWG remains committed to fulfilling its responsibilities and improving operational delivery. However, we believe that partnership not pressure is the appropriate foundation for managing Thornhill Community Hall.

We respectfully ask FTCH to reflect on the tone, timing, and implications of its communications, and to recommit to a cooperative approach that prioritises community benefit over procedural positioning.

██████████

Chair

Rainbow Muslim Women's Group SCIO

CC

- Falkirk Council
- CVS Falkirk

Evidence 07.02: CCTV, hall floor and heating: FTCH complaint of 9 November 2025, the RMWG's reply of 10 November 2025 copied to the [REDACTED], the [REDACTED] and the [REDACTED], and FTCH's response

Text copy of the email chain as held by FTCH, in date order. The letter the RMWG attached to its email of 10 November 2025 (its letter dated 29 October 2025, sent 30 October 2025) is produced as 07.01.

FTCH (Admin) to the RMWG, copied to Strategic Property Review, [REDACTED] and [REDACTED], 9 November 2025, 2:46pm. Subject: Urgent – Complaints and Compliance Failures Affecting Protected Lets at Thornhill Community Centre

Good afternoon RMWG

We are writing to raise two formal complaints and urgent compliance concerns that directly impact our protected lets and long-standing user groups under the Sub-Licence.

1. Formal Complaint – CCTV Audio Recording Confirmation

FTMC has today received a formal communication following a verbal complaint from one of our protected lets regarding concerns over the newly installed internal CCTV cameras. The group requires full confirmation that no audio recording is active on the internal cameras.

Without this confirmation, their scheduled meeting on Tuesday 11th November cannot go ahead.

We therefore require RMWG to provide FTMC written confirmation by Monday 10th November:

- That no audio recording is enabled on any cameras within the centre; and
- That a Data Protection Impact Assessment (DPIA) has been completed and made available; and
- That RMWG's ICO registration details and data controller contact are provided.

These questions have already been raised by FTMC since early October, yet no information has been supplied to date. This omission now threatens the continuation of long-standing lets that have operated at Thornhill for over four decades. Please treat this as a matter of priority.

We will relay your response and confirmation to all our lets to satisfy the requirements.

2. Formal Complaint – Unsafe Hall Floor Condition

A second complaint has been received from another let regarding the condition of the main hall floor during the exercise session on Monday 3rd November, following weekend events.

The floor was reported as sticky across multiple areas, creating a serious risk of slips, trips, falls, and injury for participants. This issue falls under RMWG's Full Repairing and Insuring (FRI) obligations for building cleanliness and safety.

Please confirm by Monday 10th November before the exercise class allocated times:

- That the hall floor has been fully cleaned and inspected; and
- That a suitable cleaning schedule is now in place to prevent recurrence.

Our other exercise classes are now aware of this issue and will report any similar instances going forward.

3. Heating Control – Immediate Adjustment Required for Exercise Classes

While the heating must remain on at appropriate levels throughout the October to April period for the majority of lets (up to 10:00pm on select evenings), it has been operating at excessive temperatures during exercise sessions, making conditions unsafe for physical activity.

FTMC previously requested (in writing) details of:

- The named contact person responsible for heating emergencies; and
- Information on the heating control system or schedule.

No valid response has been received.

If RMWG are operating the system, it must be regulated appropriately to accommodate both standard lets (requiring heating as normal) and exercise classes (requiring lower temperatures for safety).

Please confirm by Monday 10th November prior to our morning exercise class commencing:

- The current heating schedule in operation;
- The procedure for our lets to adjust the heating themselves or named contact for adjusting the temperature when required and in the event of an emergency; and
- That the system will be adjusted accordingly ahead of this next exercise session.

4. Summary of Immediate Actions Required

FTMC requests written confirmation of the following by Monday 10th November 2025:

1. That no audio recording is enabled on internal CCTV cameras.
2. That RMWG's ICO registration, data controller contact, and DPIA details are provided.
3. That the hall floor has been fully and properly cleaned and inspected for safety ahead of tomorrow morning exercise classes commencing.
4. That the heating schedule has been reviewed and adjusted appropriately to balance all lets.

These matters directly affect accessibility and equalities outcomes for vulnerable user groups and those with protected characteristics. Safety, trust, and continuation of our protected lets is our priority, and these issues must therefore be resolved without delay.

The SPR team is copied into this correspondence for oversight in line with their mediation and monitoring role under the temporary licence.

Kind regards

Falkirk Thornhill Community Hall SCIO

[REDACTED], Chairperson, RMWG, to FTCH, copied to [REDACTED], [REDACTED],
[REDACTED], [REDACTED], Strategic Property Review, [REDACTED]
[REDACTED] (CVS Falkirk) and [REDACTED], 10 November 2025, 12:10pm

Good afternoon FTMC,

Further to your latest set of concerns, I can confirm the following:

- There is no audio recording on the CCTV system and our group has been registered with the ICO before the new CCTV system was installed. There have only been two cameras installed one facing the front door and one in the hallway. There is no CCTV installed in the main hall or office.

- Regarding the second point concerning the unclean floors, our cleaner had arrived on the 3rd of November at 9am to complete their duties - including mopping the main hall floors and hoovering that morning, the booking the day before was a practice session and no food or drink was involved. The schedule for the cleaner is 6 hours per week and visits 3 times a week.

- For any emergencies concerning the heating system, Falkirk council or RMWG can be contacted and we also have a video of how the heating system operates that can be sent so adjustments can be made by FTCH according to their current lets.

Separately, I replied to your email dated 30 October, by sending a substantive response to the various points which you previously raised, I also proposed that we meet along with Falkirk Council and CVS Falkirk. It is disappointing you have chosen not to reply to my letter or take the opportunity to meet.

Our organisation has been incredibly patient and has attempted to work with you but it is clear that you are not interested which is what informs your approach towards us.

For these reasons I am copying this email to [REDACTED] Falkirk Council [REDACTED] [REDACTED], to bring to their attention how a marginalised community organisation is being treated as a result of a contractual arrangement (license / sub license) that Falkirk Council officers have structured and the resulting impact.

I am attaching the letter I sent to you on October 30, so that everyone copied into this email can have an understanding of the situation.

Regards,

[REDACTED]

Chairperson, RMWG

FTCH to [REDACTED] (RMWG), 10 November 2025

Good afternoon [REDACTED]

Thank you for your email today, 10th November, and for the confirmation that the internal CCTV system does not include audio recording.

For clarity, FTMC's concerns were, have always been, and remain compliance-based, not personal or cultural. Our role under the sub-licence is to protect the continuation of long-standing lets, several of which involve large numbers of vulnerable and protected users, and to ensure the premises remain safe, lawful, and accessible for all community members.

1. CCTV and Data Protection Compliance

Thank you for confirming that RMWG is registered with the ICO and that two cameras are in place.

To satisfy our data-protection obligations to user groups, please provide the following:

- Confirmation of the ICO registration
- Your data-controller contact details; and
- A copy of the Data Protection Impact Assessment (DPIA) from installation.

This information has been requested since the beginning of the FRI licence period in early October and remains outstanding. It is essential to restore confidence among long-standing and regular hall users and to demonstrate compliance with UK GDPR.

2. Cleaning and Health & Safety

We note the explanation provided regarding cleaning on 3rd November. However, our protected let commenced at 11:00am on 3rd November, whereas your correspondence states that cleaning was completed at 9:00am the same morning. It is therefore unclear how the floor became extensively dirty and sticky and unsafe within that short period, and further clarification would be appreciated.

We have logged this for record but will continue to monitor safety standards through our lets and user feedback. As the licence assigns FRI and maintenance responsibilities to RMWG, it is important that the cleaning schedule is made available to help alleviate any concerns or issues arising from our protected groups while demonstrating compliance.

3. Heating Operation

Thank you for now providing a video guide of the heating. We still require the contact name and number for heating emergencies, as previously requested. This will ensure continuity of service for all groups while balancing heating levels for different activities.

4. Engagement and Mediation

FTMC has never refused to meet. We have repeatedly requested that RMWG provide a meeting agenda and supporting information in advance, as previously agreed, but this has not yet been received. We have already confirmed to Falkirk Council that we will attend a mediation meeting and have provided our availability directly to the Council to enable coordination.

We remain fully committed to a neutral, Council-facilitated meeting once a clear agenda and factual information have been shared in advance to ensure a balanced and constructive discussion.

5. Conduct and Communications

We note that this is the second occasion where correspondence has included commentary and allusion to racial discrimination regarding FTMC, beyond compliance matters. Such statements are entirely inaccurate and risk undermining constructive dialogue between parties during this FRI period.

FTMC's communications have consistently focused on operational requirements, safety, and governance within the parameters of the sub-licence. All communications have indeed included copy to FC. We request that all future correspondence remains factual and professional, and that Falkirk Council continues to oversee communications between parties until the mediation meeting takes place, to ensure discussions remain focused on operational matters affecting all 350+ regular community users.

FTMC also notes that the correspondence dated 30th October 2025, now re-circulated in this email thread, was formally acknowledged and addressed in our email directly to Falkirk Council and the Strategic Property Review team following its receipt on 30th October 2025. We will not engage in parallel correspondence with RMWG regarding those allegations, which will be dealt with through the Council's formal complaint process. We further refer Falkirk Council to our correspondence of 30th October, where we noted these matters would be addressed through proper channels, and that no unilateral operational changes or protocols will be imposed by RMWG, as previously requested.

FTMC will continue to communicate in a factual and transparent way, focused solely on compliance, safety, and the protection of all community users, and on matters pertaining to the sub-licence agreement during the FRI licensing period. We request that future correspondence remains within these parameters to support constructive progress.

Kind regards

Falkirk Thornhill Community Hall SCIO

MAIL-002 | December 2025 heating failure and access complaint

SOURCE TEXT COPY | Pasted markdown (2).md | Not yet checked against the mailbox original

Hi [REDACTED],

Thank you for your response.

1. Evidence Already Submitted

The contractor, Richard Irvine, submitted his logbook entry, photographs, and all findings directly to Falkirk Council on the evening of 1st December. We signed the evidence and then the contractor submitted this.

Can you clarify why FTCH SCIO is being asked to resubmit evidence already provided to the Council by its own contractor?

2. Temperature Standards – Council Contradiction

Our correspondence referred to the recommended minimum of 18°C for community settings involving elderly and vulnerable users. We did not state this was statutory law. Your response cites the 16°C minimum. Thornhill Community Centre is a workplace as such but it is a community facility used regularly during the winter and in the evenings by elderly and vulnerable individuals in our protected groups.

Further, in the Council's email of 29 September 2025, we were advised that operational conditions for user groups were "between the parties" and that the Council "will not be monitoring compliance, this is not a landlord requirement."

Given this, can the Council clarify:

On what basis it is now determining the appropriate temperature threshold for vulnerable community users in cold conditions and extremely cold conditions in the evenings with sedentary activities, and

Whether it now intends to override FTCH SCIO's operational decisions regarding safe temperatures for elderly and vulnerable users within our protected groups.

FTCH SCIO considers 18°C the appropriate minimum for our user demographic. Is the Council now imposing a different standard?

3. Sublicence Breach – Clause 6.3

Clause 6.3 states:

"Both the licensee and the sub licensee will hold access keys to the property."

Despite repeated requests, the key required to access the heating control box has not been provided.

Important context:

- RMWG provided video guidance showing how to operate the heating system - This guidance clearly indicates FTCH SCIO is expected to operate the controls.
- Yet the key needed to do so has been withheld
- The contractor confirmed on 1st December that the key is not present in our key set
- Without access to the temp controls in the locked box, FTCH SCIO cannot maintain safe temperatures for its user groups.

Can the Council confirm:

Whether withholding the heating control key constitutes a breach of Clause 6.3, and

What steps will now be taken to ensure we are provided with access as required.

4. "Our Tenant" – Clarification Required

You state that the Council "will discuss these matters with our tenant."

For clarity:

1. Can the Council confirm that "our tenant" refers to Rainbow Muslim Women's Group?
2. On what basis would a tenant (the Licence Holder) be responsible for resolving any breaches of the Council-issued sublicence held between FTCH SCIO and Falkirk Council?
3. Can the Council confirm that responsibility for enforcing sublicence compliance rests solely with Falkirk

Council, not with a tenant?

This clarification is necessary to ensure roles and responsibilities are correctly understood.

4. Required Actions

We request the following urgently to avoid any further issues, miscommunications, and with regard to compliance with Clause 6.3.

We look forward to your response.

Regards

Falkirk Thornhill Community Hall SCIO

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

Sent: 03 December 2025 4:23 PM

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

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

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

[REDACTED]@thornhillcommunitycentre.org.uk>

Subject: FW: Thornhill Community Centre – Emergency Heating Failure, Withheld Access Key, H&S Breaches, and Repeated Obstruction

Hi

Thanks, you for your email below and note the issues you have raised. We will discuss these with our tenant and advise accordingly. However, I feel I should point out that the minimum temperature under Health & Safety legislation for places of work is 16 degrees or 13 degrees if much of the work involved rigorous physical effort Temperature in the workplace: What the law says - HSE , not 18 degrees as your email states.

I would be grateful if you could provide a copy of the contractor's entry in the logbook and the photographic evidence of the material being stored in the boiler room.

I look forward to hearing from you

Regards

[REDACTED]

[REDACTED]

Asset Management

Investment, Assets & Climate

Falkirk Council

[REDACTED]

[REDACTED]@falkirk.gov.uk

image

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

Sent: 02 December 2025 17:48

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

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

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

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

Subject: Thornhill Community Centre – Emergency Heating Failure, Withheld Access Key, H&S Breaches, and Repeated Obstruction

Importance: High

Dear SPR Team

We are submitting a formal complaint regarding another serious health and safety breach at Thornhill Community Centre on the evening of 1st December, between 7pm and 10pm, which occurred despite

explicit warnings raised during the mediation meeting with Rainbow Muslim Women's Group (RMWG) and your SPR Council officers on 26th November.

This incident placed vulnerable hall users at risk, disrupted a legitimate FTCH SCIO protected booking, and again demonstrates a lack of compliance and oversight during the temporary shared-use period.

1. Heating Failure and Unsafe Temperature

On arrival at the hall, the heating was found to be completely off and the building freezing for a 7pm session.

A Council contractor (Richard Irvine) attended later to address the issue. Once a workaround was implemented (see Section 2), the system displayed a temperature of 16.5°C, which is below the recommended minimum of 18°C for community settings involving elderly and vulnerable individuals (HSE and public health guidance).

Several attendees were unable to participate due to the cold conditions and this raising further complaint and disruption to services.

2. No Access to Heating Controls – Key Missing

The heating control system requires a specific control key.

As has been the case on previous occasions, and despite repeated requests with the Council copied in, the key:

- Is still not available to FTCH SCIO
- Is still not present in the key box despite RMWG stating it is
- Has not been provided to us in any form
- Was not accessible anywhere in the building
- Remains unsupported by any emergency contact details from RMWG

Furthermore, no escalation route exists except contacting the Council's emergency line, despite this risk being specifically raised on 26th November.

The contractor checked every single key in the centre and confirmed the key to the temperature controls is missing. The control that speaks to the boiler and allows us to adjust the temperature.

This is part of the wider pattern of RMWG withholding access to same key for the temperature controls and other essential areas (separate to this complaint). His findings were recorded in the sign-in book, photographed, and sent to Falkirk Council last night as a result of the incident.

3. Emergency Callout and Documented H&S Breaches

For clarity, during the contractor's attendance:

- a) Heating key confirmed as unavailable - He confirmed this both verbally and in writing.
- b) Unsafe temperature recorded - The heating system displayed 16.5°C, with no ability to adjust the temperature due to lack of access.
- c) Prohibited storage and hazardous materials found in the boiler cupboard - The contractor identified items stored within the boiler cupboard in breach of fire and H&S regulations.

He removed the items, placed them in the kitchen, and photographed the breach and all actions and findings were logged. These items were not placed there by FTCH SCIO or our groups.

4. Warnings Issued During Mediation Were Ignored

At mediation, we made clear that heating access is an emergency requirement due to:

- Elderly users
- Vulnerable individuals and individuals with protected characteristics
- Evening and winter bookings
- The need for safe and compliant building temperatures

Despite this, the Council has not ensured:

- Emergency access arrangements
- Provision of emergency contact details
- Enforcement of compliance by RMWG
- Protection against repeated obstruction

This incident was entirely foreseeable and preventable.

5. Resulting Impact

- Vulnerable users exposed to temperatures below safe minimum
- Reduced participation and loss of support for community activities
- Disruption to a FTCH SCIO protected booking
- Council intervention emergency contractor callout
- Continued obstruction of SCIO access to critical building controls
- Further evidence of unmanaged risk during the temporary licence period
- Further erosion of confidence in shared governance and safety oversight

6. Immediate Actions Required

We request the following without delay:

1. Immediate recovery of the heating control key, to be held in the shared office key box, or, if it cannot be provided, the issuance of a dedicated key for FTCH SCIO to prevent further disruption.
2. Mandatory requirement for RMWG to provide emergency contact details, accessible to FTCH SCIO without further delay.
3. A Council inspection of boiler cupboard compliance, with written confirmation of rectifications, including fire-risk issues and inappropriate storage.
4. Clarification of action to be taken regarding the withholding of emergency access, which directly caused a safety incident.
5. A written plan outlining how the Council will prevent recurrence during the remaining CAT assessment period.

7. Submission of Full Comprehensive Complaint – Request for Senior Contact Details

As previously advised, FTCH SCIO is preparing a full, comprehensive complaint addressing wider governance, conduct, access failures, procedural inconsistencies, and risk concerns arising due to and during the temporary licence period.

To ensure this submission is escalated appropriately, handled impartially, and reviewed at a senior level, we request confirmation of:

- Which senior officers and departments the full complaint should be directed to, and
- Which individuals or roles should be copied in to ensure appropriate oversight, accountability, and transparent review.

We require this information before issuing the full complaint.

8. Evidence Available

- Contractor's written logbook entry
- Photographs of boiler cupboard breaches
- Temperature reading (16.5°C)
- Timeline and email correspondence evidencing repeated access obstruction
- Mediation notes (held by the Council) confirming heating access was raised as an emergency priority on 26th November

Given the seriousness of this incident and the repeated failures preceding it, we request acknowledgment and a substantive response as soon as possible, particularly given the number of vulnerable users and

those with protected characteristics impacted daily.

Yours faithfully

Falkirk Thornhill Management Committee

MAIL-004 | January 2026 Hive, protected lets and data questions

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Dear [REDACTED] and the RMWG

Falkirk Thornhill Community Hall SCIO is a registered charity in its own right. We do not consent to RMWG speaking to Falkirk Council on our behalf at any time, or presenting any position as agreed by FTCH SCIO. We will communicate directly with the Council on all matters concerning our organisation and our protected lets. The Council is copied in for full transparency.

Given the escalating severity of several matters arising, we are now progressing these issues through formal routes and the council will be copied in.

You still have not responded to the six numbered points in our previous email. Please provide a clear point-by-point response, including the evidence requests and allegations, and the UK GDPR information requested.

On heating: RMWG already holds our protected let timetable. Please confirm the date Hive was installed, who authorised the installation in a Council-owned building, and that the schedule now covers all FTCH SCIO protected lets including the 15-minute buffer either side as per Clause 10. Under Clause 6.3 both parties hold access to the property - please also confirm how shared access to the Hive system will be provided to FTCH SCIO.

Separately, please confirm how a booking is operating within the 30-minute Tuesday window given the 15-minute buffer requirements under Clause 10.

Regards

Falkirk Thornhill Community Hall SCIO Committee

From: Rainbow Muslim Womens Group . [REDACTED]
Sent: 30 January 2026 10:11 AM
To: [REDACTED]@thornhillcommunitycentre.org.uk>
Subject: Re: Thornhill Heating, Operations, GDPR, Complaints

Dear FTCH,

Thank you for your recent email.

Our primary interest is to ensure the centre operates in an effective way to benefit all users regardless of who the lets have been organised by.

The installation of the Hive system has been an investment by our organisation to allow flexibility in operating the heating system. We are happy to work with you to ensure the space is heated accordingly, let me know what you consider an acceptable timeframe for having the heating on in advance of any of your agreed lets?

In terms of the other points within your email, we simply wish to state that it is necessary that a formal process with written procedural rules between your group and our organisation is necessary, you might recall at the meeting with the council this was discussed, I will inform them that we should be working towards establishing this sooner than later, which I feel will give clarity to everyone on how best to work with each other.

Regards,

RMWG

On 28 Jan 2026, at 2:22 pm, [REDACTED]@thornhillcommunitycentre.org.uk> wrote:

Dear [REDACTED] and the RMWG

Thank you for your email of 28th January.

We need to correct a fundamental point immediately: our bookings are FTCH SCIO protected lets under the sub-licence and are “fully protected” (Clause 10.2). The agreement is explicit that anything which prevents lets from setting up or closing down within their slot (including the 15-minute buffer either side) is considered a breach of the sublet agreement.

Your email conflates building cost management with control/oversight of FTCH SCIO protected lets. Those are not the same thing. Cost management does not give RMWG any role in supervising FTCH SCIO bookings, attendance, or operations. For avoidance of doubt, Clause 10.0 relates to RMWG managing booking arrangements for Saturday parties/community events/hall hire enquiries from 1 October; it does not override or dilute the protections in Clause 10.2 for FTCH SCIO lets.

Please address the following points:

1) Hive installation – operational change affecting protected lets

You state the heating has been moved to a Hive Hub and is now controlled remotely. We were not consulted or informed in advance, despite the direct impact on our protected lets. Under Clause 6.2, outgoings are shared on an equitable basis, and Clause 6.3 confirms both parties hold access keys to the property. Please confirm:

- the date Hive was installed and who authorised the change;
- what safeguards are now in place to ensure heating is reliably available for the full duration of every FTCH SCIO protected let, including the 15-minute buffer; and
- how FTCH SCIO will be provided with appropriate access/visibility to the Hive settings/schedule (or equivalent transparent shared arrangement), consistent with Clauses 6.2 and 6.3, so we are not reliant on unilateral remote control during our let times. Shared access is a requirement of the licence.

2) Sunday 26th January – freezing conditions and heating error

Our long-term community users and protected church lets attended services in freezing conditions and the heating system displayed an error. We were in for a Committee meeting with our let representatives present as well, in the same conditions, and observed the error. For the avoidance of doubt: we did not enter, touch, or adjust any manual heating controls at any point. Photographic evidence attached of error. Please confirm what the error related to, what checks have been undertaken since Sunday, and what immediate remedial actions are being implemented. We reported this to Julie, the cleaner, who was also on site around 3:05pm prior to our 3:15 protected time and departure.

3) Heating schedule cut off during a protected let (Monday evening)

The heating turning off at approximately 9:15pm is unacceptable where our let runs until 10:15pm (including the 15-minute buffer as per Clause 10.2). This is precisely the type of interference the agreement describes as a breach. Please confirm that all Hive schedules now reflect every FTCH SCIO protected let time accurately (including pre-heat and buffer) and will not be altered in a way that undermines our protected booked hours.

4) “Manually turned on again” – clarification and evidence required

Your email states the heating had been “manually turned on again” after you turned it off. That is another serious statement and cannot be left as an insinuation. Please provide:

- the exact date/time period you allege this occurred; and
- the objective basis for the claim (e.g., Hive/system logs showing a manual override event).

We note that the heating controls are locked and accessible only to RMWG and FTCH SCIO Committee members and all others that have access to the cupboard that holds the key (i.e Julie). No FTCH SCIO Committee member adjusted controls. Unless you have evidence, you must not imply responsibility by FTCH SCIO, our keyholders, or our let users.

5) Comments on attendance – FTCH SCIO protected lets

You state you “noticed” that certain lets did not attend and ask that we notify you if a let is not attending. To be clear: attendance and cancellations of FTCH SCIO protected lets are managed by FTCH SCIO. It is not appropriate for RMWG to monitor, comment on, or report on attendance relating to our protected bookings. Please confirm what you meant by “noticed” and how that information was obtained (e.g., assumption, physical check, third-party report, CCTV/surveillance, or other method).

6) Data protection compliance

RMWG is clearly processing personal data relating to FTCH SCIO lets, including monitoring attendance at our bookings. We have requested RMWG's data protection documentation on several previous occasions and this has been refused.

Please now provide:

- RMWG's Privacy Notice;
- Confirmation of what personal data is being collected in relation to FTCH SCIO lets and let users;
- The lawful basis for processing;
- What is being recorded and the retention policy; and
- Confirmation of whether any personal data relating to FTCH SCIO lets or let users has been shared with third parties (including Falkirk Council).

Please treat this as a formal request under UK GDPR. We expect a full response within 30 calendar days in accordance with the legislation.

Additionally, we wish to place on record that multiple FTCH SCIO let users have reported feeling watched and uncomfortable by RMWG members on several occasions. Given the protected characteristics of users and groups reporting these incidents, this is a serious safeguarding concern and is subject to a separate formal complaint.

Please respond to each numbered point so the position is clear and the heating arrangements are immediately rectified in a way that protects FTCH SCIO's contractual rights and community users.

Regards

Falkirk Thornhill Community Hall Committee

From: Rainbow Muslim Womens Group . [REDACTED]
Sent: 28 January 2026 12:12 PM
To: [REDACTED]@thornhillcommunitycentre.org.uk>; [REDACTED]
[REDACTED]@falkirk.gov.uk>; StrategicPropertyReview <strategicpropertyreview@falkirk.gov.uk>;
[REDACTED]@falkirk.gov.uk>
Subject: Thornhill Heating

Good afternoon,

Just to inform you that the current heating system has now been changed to a Hive Hub.

For the scheduled current lets we have automatically put the heating on half an hour before their class begins at 20°C.

As the heating has been running overnight and to avoid surplus charges we have changed to a hive system where we can control the heat remotely.

We had turned the heating off during the period of no current lets entering the building and came back the following day to see that the heating had been manually turned on again.

Also, in future if there is a current let that is not attending that week please let us know so we can turn off the automatic scheduled heating to prevent surplus charges on the heating bill. As we have noticed yesterday's lets had not attended and this mornings yoga class was also not in the hall.

Thank you.

Regards,
RMWG

<PHOTO-2026-01-28-14-19-21.jpg>

Additional correspondence in the v6 bundle

Prepared 21 September 2026. The earlier source pages 1–21 are retained. These additions are source copies for ██████'s review, not a final set of lodged productions.

Use the source reference and page below. Original uploaded markdown is preserved unchanged; later pasted correspondence is explicitly labelled as a transcription. Metadata, analysis and source text are separated. Attachments merely mentioned in an email are not assumed to be enclosed.

Ref.	Source	Page
MAIL-005	FTCH formal submission dated 10 August; sent 11 August per Alice	23
MAIL-006	May invoice correspondence	35
MAIL-007	Operational Rules and consolidated covering response	40
MAIL-008	Submission receipt and follow-up	44
MAIL-009	Conditional extension, acceptance and later query	46
MED-005B	██████████ response interleaved with FTCH submission	49

Chronology correction

The submission is dated 10 August; ██████ and the supplied deputation identify sending on 11 August. ██████ confirms receipt and ██████'s review on 11 August. ██████ identifies the interleaved reply as ██████'s 12 August response, before the 13 August deputation. ██████ confirms the matters were raised orally and remain unresolved afterwards. See current Statement of Case and USER-001 for the continuing September position.

MED-005B is the fuller copy of the response already contained in MED-005. It must not be counted twice as independent evidence. Historical assertions and legal interpretations in source documents remain their authors' statements; corrections and legal checks are in the current v6 case and note.

Evidence 07.05: Disabled toilet water ingress: FTCH report, RMWG reply and FTCH response, February 2026

Text copy of the email chain as held by FTCH, in date order. Copied to Falkirk Council ([REDACTED]), Strategic Property Review). FTCH's video of the leak is held by FTCH.

FTCH ([REDACTED]) to the RMWG, copied to [REDACTED] and Strategic Property Review, 24 February 2026, 6:29pm. Subject: URGENT – Water Ingress Into Light Fitting, Pool of Water in Disabled Toilet

Dear [REDACTED] and the RMWG

We are writing to bring an urgent matter to your attention regarding the disabled toilet at Thornhill Community Centre.

There is water actively dripping from the ceiling light fitting in the disabled toilet, with a significant puddle of water on the floor beneath it.

We want to flag this as a matter of immediate priority for the following reasons:

1. Electrical safety – Water entering a light fitting presents a serious risk of electrical shock or fire. This needs to be assessed and made safe by a qualified electrician as a matter of urgency.
2. Slip and fall risk – Standing water in a facility used by people with physical disabilities, mobility impairments, and elderly users presents a significant injury risk.
3. Accessibility – The disabled toilet is essential for many of the community groups operating from the centre, including users with complex physical and health needs. If it cannot be used safely, alternative accessible provision will need to be arranged.
4. Building integrity – Water coming through a ceiling fitting may indicate a roof or pipework issue that could worsen if not investigated promptly.

We have video evidence of the issue, which we are happy to share if helpful.

To allow us to update our community groups and ensure the safety of all users, could you please confirm:

1. What steps are being taken to make the light fitting safe;
2. What the source of the water ingress is believed to be;
3. What the timeline is for resolving the issue; and
4. Whether the disabled toilet is safe to use in the meantime, or whether it should be taken out of service until the repair is completed.

We hope this will be resolved quickly. We do need to notify all of our let holders of this issue and any impact on the facilities available to them, so a prompt response would be greatly appreciated.

Regards

Falkirk Thornhill Community Hall SCIO

The RMWG to [REDACTED], copied to [REDACTED] and Strategic Property Review, 26 February 2026, 2:15pm

Good afternoon,

Thank you for your email.

The issue of water leakage that is affecting the light fixture and disabled toilets had been noted when we first took the lease in October. It is part of our long list of repairs of the centre, and we have initiated work to resolve this issue.

In the meantime, we have the yellow caution sign in the toilet. It is safe to use although the water only leaks with heavy rainfall.

We appreciate your patience and understanding.

Regards,

RMWG

FTCH to the RMWG, February 2026 (after 26 February; response requested by Friday 27 February)

Dear [REDACTED] and the RMWG

Thank you for your response. We have serious concerns about what it confirms and what it does not address.

Your email indicates that this water ingress issue has been known to RMWG since you took on responsibility for the building in October 2025. At no point during the past five months has RMWG notified or updated Falkirk Thornhill Community Hall SCIO with regards to this situation and that you have known about this issue for five full months!

We need to be clear about what this means. For five months, our community groups have been directing elderly users, people with physical disabilities and mobility impairments, brain injury survivors, and other vulnerable individuals to use a facility where a known electrical safety hazard existed overhead. The disabled toilet is the only accessible toilet in the building. These users have no alternative. And yet RMWG chose not to inform us, gave us no opportunity whatsoever to put safeguards in place or make alternative arrangements for our lets and our users, protecting the very people who are most reliant on that facility.

The concealment of a known hazard from FTCH SCIO and the community groups we serve, particularly affecting disabled users with no alternative provision – demonstrates a complete absence of consideration for the safety and wellbeing of the people who use this centre. This is not acceptable.

As the holder of a Full Repairing and Insuring licence, RMWG accepted full responsibility for the maintenance, repair, and safety compliance of this building. That includes the duty to maintain electrical systems to prevent danger under the Electricity at Work Regulations 1989 – regulations which explicitly apply to community centres and all premises covered by the Health and Safety at Work Act 1974. It also includes a responsibility to notify other occupiers of known hazards affecting the facilities they and their users rely on.

We must also put the following on record:

1. Electrical safety risk not addressed – Water entering a light fitting is not a routine repair matter. It is an electrical hazard with potential risk of shock and fire. A wet floor caution sign addresses slip risk only and does nothing to mitigate an overhead electrical hazard. These are two entirely separate risks.
2. Basis for claiming the toilet is “safe to use” – Your assurance that the toilet is “safe to use” does not appear to be based on any professional assessment. Please confirm whether a qualified electrician has inspected the light fitting at any point since October 2025, and whether written confirmation was provided that it is safe for continued use. If so, please provide a copy of that confirmation and the inspection date. If not, please confirm on what basis RMWG has made this safety determination.

3. Ongoing risk even when not actively leaking – You state that “water only leaks with heavy rainfall.” Repeated water ingress over a prolonged period can create electrical risk even when surfaces appear dry, due to corrosion, degraded connections, and residual moisture affecting wiring and components.

Given our duty of care to our community groups and users, we cannot provide any assurance that this facility is safe based on your email alone. We therefore require written confirmation from a qualified electrician that the fitting has been assessed and is safe for continued use.

In the absence of that confirmation, we expect the following to be implemented without delay:

- The affected light fitting and circuit to be isolated and made electrically safe immediately;
- A qualified electrician to be instructed urgently to inspect and provide written confirmation and/or complete remedial works; and
- Appropriate interim controls to be put in place, including temporary closure of the disabled toilet if required, clear signage, and direction to an alternative accessible facility.

Please respond as a matter of urgency on Friday 27 February 2026 confirming:

- That an electrician has been instructed (company name and attendance date/time);
- What immediate electrical isolation or make-safe actions have been taken; and
- When we will receive the written assessment and confirmation.

We are placing on record that RMWG’s failure to disclose a known hazard to FTCH SCIO as sub licence holder for a period of five months – a hazard affecting the only accessible toilet in the building, used regularly by some of the most vulnerable members of our community – represents a serious failure in your obligations under the FRI licence and a fundamental breakdown in safety management, communication, and safeguarding. This has put people at risk and denied us the opportunity to take any steps to protect our users.

We will now be writing to all of our let holders to notify them of this issue, to advise them that we cannot currently confirm the disabled toilet is safe for use.

We look forward to your urgent response.

Regards

Falkirk Thornhill Community Hall SCIO

Evidence 07.06: Caledonia Service Tuesday 12pm to 1pm let: FTCH request, RMWG refusal and Caledonia Service emails, December 2025 to February 2026

Text copy of the email chain as held by FTCH, in date order. Personal contact details removed. The RMWG approved the move on 2 March 2026 (08.07, item 3).

FTCH (Admin) to [REDACTED] (RMWG), 16 December 2025, 7:05pm. Subject: Thornhill - Christmas Schedule Confirmation

Dear [REDACTED]

Please find below the confirmed schedule for group lets over the upcoming Christmas period and into January:

Operating Continuously (No Christmas or New Year Break):

- * Sunday church and faith based services
- * Monday daytime classes
- * All other groups are operating normally during w/c 15th December

Recommencing in January:

- * Tuesday daytime (both groups and classes): resumes 6th January as normal - ** See below note
- * Wednesday (all groups and classes): resumes 7th January as normal
- * Thursday daytime (all groups and classes): resumes 8th January as normal
- * Monday evening (both groups and classes): resumes 12th January as normal
- * Tuesday evening group: resumes 13th January as normal
- * Thursday early evening classes: resumes 15th January as normal.
- * Friday Group: resumes 23rd January as normal
- * Saturday classes: will resume in February
- ** Tuesday Daytime - Both Groups and Classes and Schedule Change:

Both Tuesday daytime groups will resume on 6th January with one adjustment. The 11am-12pm Group will now move its slot to 12pm-1pm from 6th January onwards (arriving for 11:45am). This change is part of a wider scheduling initiative and will also eliminate the unused hour between two groups, supporting their business need, while directly improving building efficiency.

Thursday evenings - Awaiting Confirmation:

One of our other groups is still scheduling their Christmas break dates, for Thursday evenings. We will confirm their access needs once this information is known.

All groups will be operating as usual from January, once they resume.

Regards

Falkirk Thornhill Community Hall Committee

██████████ (RMWG) to FTCH, copied to ██████████, 7 January 2026, 4:56pm.
Subject: Re: Thornhill - Christmas Schedule Confirmation

Dear FTMC,

Thank you for your email about the changes.

Unfortunately, we cannot accommodate these changes to the Tuesday Daytime classes as we have bookings already at these times. Also, we note that your allocated proportion has already been filled. We would appreciate it if you kept to the allotted time for FTMC bookings.

Regards,

RMWG

FTCH to the RMWG, January 2026 (after 7 January)

Dear ██████████ and the RMWG

Thank you for your response.

We however, need to move our Tuesday daytime hour to 12pm–1pm as a like-for-like adjustment within FTCH SCIOs existing protected allocation.

You've advised there are bookings already at these times. However, under Clause 10 each let includes a 15-minute buffer either side for set-up and tidy-down. Our current let time finishes at 12:00 (plus buffer to 12:15), and a let starting at 12:00 would require the set-up buffer from 11:45. The 1pm let has a set up buffer from 12:45. This leaves only a 30-minute window.

Could you confirm how a booking has been operating in practice within that 30-minute window, given the clause buffer requirements?

We have a legitimate operational need to move our 11am-12pm let to 12pm-1pm to better support our protected group and their service users. As community charities, we should both be promoting inclusivity and access for all members of the community.

For completeness, this change would also free up a continuous block from 9am–11:45am for RMWG bookings, improving efficiency for both parties, as we pointed out on 16th December when we originally advised of this change requirement.

We would appreciate a prompt response to meet the needs of the existing group.

Regards

Falkirk Thornhill Community Hall SCIO

██████████, Caledonia Service (██████████), to FTCH, 23 January 2026, 12:36pm. **Subject: Thornhill Hall | Impact of Ongoing Booking Dispute**

Hi Committee Members,

I'm writing to you to try and convey the frustrations and impact the ongoing issues we have of trying to use the hall each Tuesday 12pm-1pm.

As you know we had initially enquired about using the hall at the end of October 2025 and after some discussions regarding the time we settled on the 12pm start. This time was selected because it not only worked best for our service user group (individuals that experience severe and enduring mental health issues) but it was conducive for service users engaging longer as this booking flows directly into our existing booking of 1pm-3pm.

However over the last two weeks we have been informed that we would be unable to use the hall at this time as the Rainbow Muslim Group already have a booking in place at this time. Although it has been noted that hall has remained closed the last two weeks during this time with the shutters down and no one present when we have arrived at 12.45pm to set up for our 1pm booking. This late cancellation has resulted in our service having to cancel our new group, increasing anxieties with our service users and causing withdrawal from our service which has historically lead to a higher risk of a deterioration in their mental health.

I understand that issues with bookings can happen and not all times will be available, however the frustrations arise when it appears the hall is sitting empty when we could have been making use of this, with our vulnerable client group seemly being used as collateral damage in one groups apparent insular views on how this community resource should be best utilised.

Thanks

[REDACTED]

[REDACTED]

[REDACTED] | Caledonia Service

[REDACTED] to FTCH, 6 February 2026, 6:27pm. Subject: Re: Thornhill Hall | Impact of Ongoing Booking Dispute

Just wanted to pass on that the hall has remained empty the last two Tuesdays between 12pm-1pm.

Thanks

[REDACTED]

FTCH ([REDACTED]) to [REDACTED], February 2026 (after 6 February)

Thanks [REDACTED]

We had sent the complaint to the RMWG and cc'd the council in asking for an explanation and to clarify. They have ignored our request. We will follow up again next week supporting the escalated complaint as well. I do sincerely apologise for this unfortunate situation - hopefully we will have resolution soon.

Thanks

[REDACTED]

MAIL-010B | Complete church-booking and account thread

Supplied 22 September 2026. [REDACTED] confirms that FTCH's reply at the top was sent on 22 September. Its own sending header is not displayed. RMWG's displayed header gives 21 September 2026 at 08:46 and copies [REDACTED] and the Strategic Property Review team. Earlier quoted messages are dated 18, 15, 11 and 10 September.

This fuller 13,588-byte source replaces the earlier MAIL-010 rendering from page 64. Pages 1–63 are retained unchanged. Both raw source copies are preserved; the overlapping thread is one correspondence chain, not independent corroboration. Referenced attachments and the separate itemised 18 September financial letter are not included in this source. The correspondents' assertions about legal rights and advice remain attributed claims.

SOURCE TEXT

Dear RMWG

FTCH notes your response below.

FTCH understands your response as declining to confirm the requested variation of existing protected hours for 28 November and as confirming that your position is connected to the disputed running-cost account.

FTCH's request remains outstanding. Our letter of 18 September requested written confirmation by 25 September. If confirmation is not received, FTCH will refer the matter to Falkirk Council as Licensor under the dispute provision of the sub-licence, as previously stated. The request concerns an existing FTCH user within the protected-let arrangements and a one-off movement of hours already allocated to FTCH, with no increase in FTCH's overall protected time.

Regarding the running-cost account, £2,385.38 was paid on 18 September 2026 under the reference FTCH PART PAY 002-011. FTCH's letter of the same date identifies each withheld item and the document or correction required to resolve it. Your latest email does not address those items or confirm receipt of the payment. FTCH will respond to the outstanding matters when the requested documents and corrections are supplied.

FTCH also notes your statement that RMWG sought advice from multiple sources, including Falkirk Council, and was told that FTCH was in material breach of the sub-licence and advised to seek legal recourse. FTCH wrote to Falkirk Council on 17 September seeking clarification of the capacity in which it is addressing this dispute and the documentation it reviewed. FTCH awaits the Council's response and will not comment further on that matter until clarification has been received.

Regards

Falkirk Thornhill Community Hall SCIO

From: Rainbow Muslim Womens Group . [REDACTED]

Sent: 21 September 2026 8:46 AM

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

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

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

<StrategicPropertyReview@falkirk.gov.uk>

Subject: Re: Protected Time Reallocation - Saturday 28 November 2026, 2pm to 5pm

Good morning,

Just to be clear, up until now FTCH have been in significant arrears in relation to your share of the financial obligations linked to the sub license which was granted to you because of our principal license.

We have sought advice regarding your arrears from multiple sources including Falkirk Council and have been told that you are in material breach of the sub license agreement and we have been advised to seek legal recourse.

Whilst it is good you have attempted to pay towards the outstanding balance now, this does not change the fact that you have wilfully neglected your obligation to pay the costs despite obtaining income from centre users over the past one year.

Several months ago Falkirk Council reminded you about your obligation to pay 31% of the running costs, it's taken several months since then for FTCH to deal with your debt.

We are under no obligation to vary the agreed timetable, especially given you have deliberately held back paying essential income which is necessary to run the centre, which we have borne entirely upon our shoulders to benefit the local community and centre users - this is an undeniable fact, regardless of how you might want to frame the reason for withholding payment.

For the record, we invite the suggested group to contact us directly and we will discuss what might be possible regarding making arrangements for them.

Just to note, given you continuously keep mentioning a 'faith based' organisation when describing the group that wants to use the hall, we are an equalities rooted organisation and do not discriminate regarding who could potentially use the hall. It makes no difference who the group is, please ask them to contact us directly.

Regards,

RMWG

On 18 Sep 2026, at 5:04 pm, [REDACTED]@thornhillcommunitycentre.org.uk> wrote:

Dear RMWG

Thank you for your email. FTCH will respond to the two matters raised separately, as they are separate issues.

Saturday 28 November 2026

This is not a request for additional protected time or a new booking. It is a one-off variation to the timing of existing FTCH protected hours: the 2.5-hour Saturday allocation already falling on 28 November, together with one hour from FTCH's Sunday allocation, moved to 1.45pm to 5.15pm on Saturday 28 November.

FTCH's overall protected hours remain unchanged.

The user concerned is an established faith-based community group already within FTCH's protected timetable. Clause 10.2 of the sub-licence provides that FTCH's hall lets are fully protected. The group will not be directed to book through RMWG.

The group is not a party to any financial dispute between FTCH and RMWG and should not be disadvantaged because of one.

FTCH therefore does not accept that this request should be considered in the "wider context" of the running-cost account. These are separate matters and should not be conflated.

We also note that this is the second occasion on which RMWG has brought FTCH's community users into the invoice dispute, following RMWG's email of 18 May 2026. Falkirk Council has been copied into the correspondence on both occasions.

Please confirm the variation for Saturday 28 November 2026 in writing by Friday 25 September 2026, so that the group can make the necessary arrangements.

If agreement cannot be reached by that date, FTCH will treat this as a matter on which the parties have been unable to agree and refer it to Falkirk Council as Licensor under the dispute/mediation provision of the sub-licence.

Running costs

FTCH's position on the running-cost account was set out in full in our detailed correspondence of 18 September 2026.

For clarity:

- Invoice 001 of £217.89 has already been paid.
- A further £2,385.38 has been paid today, representing the evidenced and accepted items identified in our reconciliation and communicated separately.
- The remaining £1,503.58 is withheld for the specific evidential, reconciliation and contractual reasons set out against the individual items in our letter.

Furthermore, the supporting evidence for the July and August charges was only provided to FTCH on 11 September 2026, exactly one week ago today. Under RMWG's own Operational Rule 4.6, which provides for payment within 30 days of the evidence being provided, those items are not due for payment until 11 October 2026. They therefore cannot properly be characterised as arrears that have been outstanding for almost one year.

It is therefore not accurate to characterise the full amount stated in your email as longstanding unresolved arrears.

Our letter of 18 September sets out precisely what is required to resolve the remaining items. We await the supporting documents, corrections and responses identified within it.

We also note that the figures in your email (£4,107.01 and £3,889.12) differ from those in RMWG's own review submission (£4,107.08 and £3,889.19). Neither reflects the reconciliation set out in our letter of 18 September.

That financial matter remains entirely separate from the request concerning an established protected community user on 28 November.

Kind regards

Admin

Falkirk Thornhill Community Hall SCIO

From: Rainbow Muslim Womens Group [REDACTED]
Sent: 15 September 2026 8:00 AM
To: [REDACTED]@thornhillcommunitycentre.org.uk>
Cc: [REDACTED]@falkirk.gov.uk>; [REDACTED]
[REDACTED]@falkirk.gov.uk>; StrategicPropertyReview
<StrategicPropertyReview@falkirk.gov.uk>
Subject: Re: Protected Time Reallocation - Saturday 28 November 2026, 2pm to 5pm

Good morning,

Thank you for your clarification regarding the proposed reallocation of protected time.

As previously indicated, should the user concerned wish to utilise space within the Centre, they are welcome to approach RMWG directly so that appropriate arrangements can be explored through the normal booking process.

RMWG notes your position that no additional protected hours are being sought and that this is intended as a one-off amendment to the timing of existing protected hours.

However, members remain of the view that the request represents a variation to the currently agreed protected timetable and must therefore be considered in the wider context of the existing arrangements between the parties.

RMWG also notes that, despite invoices, supporting breakdowns and explanations having been provided, FTCH's contribution towards shared running costs remains unresolved. FTCH's liability totals £4,107.01, of which only £217.89 has been paid, leaving substantial arrears of £3,889.12 outstanding

for almost one year.

Separate from the booking request, RMWG would welcome clarification of FTCH's position regarding the outstanding balance and the steps FTCH intends to take to resolve these longstanding arrears.

RMWG's preference is to see the outstanding matters between the parties resolved constructively and without further delay. We therefore look forward to receiving FTCH's proposals for bringing this matter to a satisfactory conclusion.

Regards,

RMWG

<image.png>

On 11 Sep 2026, at 5:47 pm, [REDACTED]@thornhillcommunitycentre.org.uk> wrote:

Dear RMWG,

Thank you for your response.

To clarify, FTCH is not asking the group to make a separate booking with RMWG and this is not a request for any additional protected time.

The group is an established faith group already included within FTCH's protected timetable under the current FRI arrangements.

For Saturday 28 November 2026, FTCH is proposing to move the existing 2.5-hour Saturday morning protected allocation used by Art n Soul, which already falls on that date, to later in the same day. We would then add FTCH's separate one-hour unused protected allocation from that Sunday 29 November.

This would allow the established protected faith group to use the Centre from 1.45pm to 5.15pm (allowing the 15 min each side set up/tidy up), a total of 3.5 hours, entirely from time already allocated to FTCH within the protected timetable.

There is therefore no increase in FTCH's overall protected hours. We are simply asking for agreement to vary the timing of existing protected hours so that an established protected user can be accommodated.

We would be grateful for confirmation as soon as possible to allow the group to make the necessary arrangements, and that the protected timetable can be adjusted on that basis.

Kind regards

Admin

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

From: Rainbow Muslim Womens Group . [REDACTED]

Sent: 11 September 2026 8:00 AM

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

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

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

<StrategicPropertyReview@falkirk.gov.uk>

Subject: Re: Protected Time Reallocation - Saturday 28 November 2026, 2pm to 5pm

Good morning,

If any of the protected lets want to book outside of the previously agreed upon allocated booking times they are welcome to contact us on this email address,

rmwgthornhill@outlook.com

and we can book that event for them.

Regards,

RMWG

On 10 Sep 2026, at 12:22 pm, [REDACTED]@thornhillcommunitycentre.org.uk> wrote:

Dear RMWG

One of FTCH's established protected user groups has requested use of the main hall on Saturday 28 November 2026 from 1:45pm to 5:15pm for a one-off event, with 30 mins

The group is one of our existing faith-based community user of Thornhill Community Centre and forms part of the established provision protected within the current arrangements.

To accommodate this booking, FTCH intends to reallocate three hours from within protected time which is currently not being utilised, comprising the unused Art and Soul 2.5-hour morning allocation together with time from FTCH's additional Sunday 2pm to 3pm protected hour.

This is therefore a movement of existing FTCH protected hours rather than any increase in FTCH's overall allocation.

The purpose of the reallocation is to enable an established protected community user, whose activities are faith-based, to hold its one-off event on Saturday 28 November.

We would be grateful if you can confirm the booking for Saturday 28 November from 2pm to 5pm as soon as possible and update your diary, so that the group can proceed with its arrangements now without unnecessary delay.

The Strategic Property Review team has been copied into this correspondence in line with our usual practice regarding matters arising under the current licence arrangements.

Many thanks

Kind regards

Admin

Falkirk Thornhill Community Hall SCIO

MAIL-006 | May invoice correspondence

Full uploaded chain. Quoted 15 May email has ten numbered items; later label 13-point requires checking. Top FTCH reply is identified as 22 May in other correspondence; its header is absent.

SOURCE TEXT

Dear RMWG

Thank you for your response dated 18 May 2026.

FTCH SCIO's email of 15 May 2026 raised specific, clause-referenced queries regarding the invoices issued by RMWG. Your response does not address any of those queries. No supporting documentation has been provided. No clarification has been offered. No contractual basis has been cited for any of the disputed charges.

FTCH SCIO's position remains as set out in our letter of 15 May 2026. The invoices remain formally disputed. The board remains willing to pay any charges that are properly evidenced, correctly calculated and contractually due under the sub-licence agreement, as we have consistently advised. Until the requested information is provided, FTCH SCIO does not accept the invoices as payable in their current form.

You state that FTCH SCIO is in "material breach" of the sub-licence agreement. Please identify the specific clause that you allege has been breached and the specific conduct upon which you rely. Disputing invoices containing errors, duplications, unexplained amendments and unsupported charges is not a breach of any agreement. It is a proper governance obligation of the trustees responsible for charitable funds.

In addition to the previous matters raised in our letter of 15 May 2026, FTCH SCIO now raises the following further matters.

Broadband and WiFi Charges

RMWG disconnected FTCH SCIO's existing broadband and WiFi without permission or prior consultation. FTCH SCIO is now being charged for RMWG's own WiFi service, which FTCH SCIO did not request, did not agree to, and which has no identified basis in the sub-licence agreement.

Under the existing arrangements, the only provision relating to connectivity was that, if RMWG wished to use FTCH SCIO's broadband, FTCH SCIO would charge RMWG until RMWG installed its own service. RMWG chose instead to disconnect FTCH SCIO's service and install its own.

FTCH SCIO does not accept liability for charges relating to a service it did not request or agree to, and which replaced a service removed without its consent. Please provide the contractual basis upon which RMWG considers these costs to be rechargeable to FTCH SCIO.

Cleaning Staff Wages

FTCH SCIO was neither consulted on nor agreed to the appointment of a cleaner for the hall. Other community halls of a comparable nature operate on a voluntary cleaning basis, and the FTCH SCIO Community Benefits Plan is based on this model.

If RMWG considers that FTCH SCIO is liable for a share of cleaning staff costs under the sub-licence agreement, the board requires the contractual basis for that charge and original supporting documentation sufficient to verify the sums claimed.

The only documentation provided to date does not appear to be in the format of standard payroll or wage records, does not show taxable pay or statutory deductions, and is not capable of independent verification. The one document relating to staff charges was received in connection with Invoice 001, but equivalent supporting documentation has not been provided consistently in respect of subsequent charges.

As a registered SCIO, FTCH SCIO is subject to statutory charity accounting and external scrutiny requirements. The trustees cannot properly record, approve or account for expenditure that is not supported by clear and verifiable documentation.

If Falkirk Council is able to advise separately on whether cleaning staff costs are properly rechargeable under the sub-licence arrangement, FTCH SCIO would welcome that clarification.

FTCH SCIO notes that RMWG claims to have used its own funds for maintenance and repairs while simultaneously demanding that FTCH SCIO pay 31% of those same costs. FTCH SCIO can only be liable for 31% of charges that are properly evidenced, correctly calculated and fall within the scope of the sub-licence agreement. That is precisely what our letter of 15 May 2026 sought to establish.

The tone and content of your response is noted. Rather than engage with the legitimate and detailed queries raised by FTCH SCIO, RMWG has responded with personal characterisations of FTCH SCIO, intimidation and serious threats directed at a registered Scottish charity and its community network.

The groups served by FTCH SCIO are protected lets under FTCH SCIO's 31% allocation in the sub-licence agreement. FTCH SCIO puts RMWG on notice that the threats contained in your email are treated as a serious matter, and FTCH SCIO reserves its position in relation to any legal remedies that may be available.

In particular, FTCH SCIO notes RMWG's stated intention to contact groups which have paid FTCH SCIO for use of the hall in order to make representations to them regarding money received by FTCH SCIO and the disputed invoices. FTCH SCIO wishes to make its position clear:

1. All community groups operating under FTCH SCIO's 31% allocation are protected lets under the sub-licence agreement. We have longstanding relationships with our community groups.
2. All groups are fully aware of the live billing dispute and that Falkirk Council is equally aware of the dispute.
3. RMWG has identified no contractual basis under the sub-licence agreement for approaching FTCH SCIO's protected-let groups in relation to invoices issued to FTCH SCIO, or for making representations to those groups about FTCH SCIO's handling of disputed charges.
4. Any attempt to do so, whether to demand or redirect payment, make representations about FTCH SCIO's financial conduct, or cause disruption to established community relationships, will be treated as a serious interference with FTCH SCIO's operations under the sub-licence agreement and with the relationships between FTCH SCIO and its protected-let groups.

The board will take appropriate action in respect of any such interference, including legal advice regarding any protective steps or remedies available to the SCIO and the affected groups.

Please provide the requested supporting documentation, clarifications and contractual references for all matters raised in our letter of 15 May 2026 and in this correspondence within the 14-day period set out in our letter of 15 May 2026.

If the requested information is not provided, FTCH SCIO will proceed on the basis that the disputed charges cannot be verified and are not accepted as payable on the information provided.

FTCH SCIO is taking independent legal advice on this matter. Falkirk Council is copied into this correspondence in line with standard practice and so that the Council is aware that this remains a live billing dispute, not a refusal by FTCH SCIO to pay properly evidenced and contractually due charges.

Yours sincerely

For and on behalf of the Board of Trustees

Falkirk Thornhill Community Hall SCIO

From: Rainbow Muslim Womens Group .

Sent: 18 May 2026 7:08 AM

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

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

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

██████████@falkirk.gov.uk>; ██████████
██████████@thornhillcommunitycentre.org.uk>

Subject: Re: April Invoice. FTCH SCIO – Invoices under FRI
Sub-Licence: Request for Substantiation

Dear FTCH,

The FTCH is in material breach on the terms of the sub-licence agreement which you were issued contingent upon our principal license with Falkirk Council.

Given that from the very beginning, the FTCH have been continuously sought to be uncooperative and have lacked goodwill in dealing with us, we are not surprised to FTCH to have withheld paying legitimate costs proportionate to your liability for the property.

It is disreputable that your organisation have been collecting fees from groups that have paid you for the use of the hall, and for almost eight months, only one has been paid towards the liability of FTCH as per the sub licence agreement which was agreed to by both parties.

It can be seen as presumptuous that since October, the FTCH have presented themselves as some kind of rightful inheritors of the community hall, yet haven't paid their fair share towards its expenditure.

The only party who has been proactive towards the centre and its beneficiaries and has paid out from its own funds for urgent maintenance and ongoing costs is our organisation.

When these urgent repairs are required in the hall, we have used our own funds to quickly resolve these issues to ensure the community hall can remain open for the benefit of the local community.

Alongside the FTCH commenting on these specific repairs in previous correspondence - when our organisation has paid, using our own funds, for the repairs, and installation of new reliable heating systems, why is FTCH unwilling to pay their 31% share of this?

This email is copied to Falkirk Council and within the near future we intend to contact all the groups which have paid FTCH for the use of the hall to tell them that none of the money they have paid has been passed on as per the terms of the sub license agreement.

FAO; Falkirk Council, FTCH are in breach of the sub licence as they have not paid any fees as agreed - what is going to be done about this?

Regards,

RMWG

On 15 May 2026, at 10:32 pm, ██████████@thornhillcommunitycentre.org.uk> wrote:

Dear RMWG

We are writing today with regard to the invoices issued by Rainbow Muslim Women's Group to Falkirk Thornhill Community Hall SCIO in connection with the shared running costs of Thornhill Community Centre.

For the avoidance of doubt, FTCH SCIO is not refusing to pay properly evidenced charges due under the sub-licence agreement. There are, however, a number of unresolved concerns regarding the invoices issued to date, the supporting information provided, and whether certain charges fall properly within the scope of the sub-licence.

FTCH SCIO has a 31% share of relevant costs under the current FRI sub-licence arrangement. The trustees have a duty to ensure that any charitable funds paid out are properly due, properly evidenced, correctly calculated, and within the scope of the agreement. At present, the board is not in a position to verify the sums being requested.

Clarification and supporting evidence are required in relation to the following matters:

1. Invoice 002 – duplicate numbering An invoice numbered 002 was issued, and a further invoice also numbered 002 was subsequently issued with different inclusions and amounts. The issuing of two

invoices under the same invoice number with different charges creates uncertainty and is not consistent with clear accounting and invoicing practice. Please confirm which version RMWG considers to be the valid invoice, provide an explanation for why the original invoice was amended or replaced, and issue a credit note or formal cancellation for the superseded version. Until this is resolved, both versions of Invoice 002 remain disputed.

2. Supporting documentation Please provide full supporting documentation for all sums being recharged to FTCH SCIO, including copies of the original supplier invoices, statements, receipts, and the calculations showing how the 31% share has been applied.

3. Consistency of itemisation Earlier billing information appeared to include a greater level of detail in relation to certain costs, including cleaning and staffing-related charges. Later invoices do not appear to provide the same breakdown. Please provide a consistent itemised breakdown across all invoices, with any personal or payroll information appropriately redacted.

4. Energy bills – inconsistent VAT rates and supporting formats The utility bills provided in support of the invoices appear to show inconsistent VAT rates, with some bills showing VAT at 5% and others showing VAT at 20%, with no explanation provided for the discrepancy. In addition, some supporting documents appear to be in the format of supplier-issued utility bills, while other documents do not appear to follow the same supplier bill format. Please provide original supplier-issued bills for all energy charges and confirm the basis for any variation in the VAT rates applied.

5. PAT testing charges The PAT testing documentation provided appears to include items that do not relate to equipment within Thornhill Community Centre. FTCH SCIO's 31% share can only apply to testing of equipment that forms part of the hall's communal assets, or which is otherwise properly chargeable under the sub-licence. Please provide a full schedule of items tested, confirm which items relate to the community centre, and remove any charges relating to equipment that is not part of the hall.

6. Retrospective lock charges FTCH SCIO does not, at this stage, accept liability for charges relating to locks changed by RMWG. This is particularly concerning given that the lock change resulted in FTCH SCIO being unable to access the hall. Please identify the specific provision of the sub-licence under which RMWG considers FTCH SCIO liable for 31% of this cost.

7. Scope of charges Please confirm the specific clause or provision of the sub-licence relied upon for each category of charge being recharged to FTCH SCIO.

8. Cleaning supplies FTCH SCIO did not agree to the purchase of cleaning supplies by RMWG, was not consulted on the selection or cost, and does not accept that these charges are properly rechargeable under the sub-licence. Under Clause 10.3 of the sub-licence, each party is responsible for cleaning after its own use. Please confirm the contractual basis on which RMWG considers FTCH SCIO liable for 31% of cleaning supplies purchased unilaterally by RMWG.

9. Hive heating system RMWG installed a Hive remote heating control system without prior consultation with or agreement from FTCH SCIO. FTCH SCIO has no access to or control over this system. The decision to install the system was taken unilaterally by RMWG. FTCH SCIO does not accept liability for the cost of installation or any associated charges unless RMWG can demonstrate that the expenditure was agreed in advance or is otherwise properly chargeable under the sub-licence.

10. Roof repair FTCH SCIO requires clarification regarding charges relating to roof repairs. FTCH SCIO was not provided with any contractor quotes, was not consulted on the scope of works, and did not agree to any costs in advance. As this appears to relate to building repair obligations under the FRI arrangement, FTCH SCIO requires confirmation of the contractual basis on which RMWG considers this cost to be rechargeable to FTCH SCIO under the sub-licence. FTCH SCIO does not accept liability for 31% of this cost at this stage and, in any event, does not accept that costs incurred without prior consultation or agreement can be recharged retrospectively. Please provide the original contractor invoice, any supporting documentation, and the contractual basis on which RMWG considers this charge to be properly payable by FTCH SCIO.

Until the above information has been provided and the disputed items have been resolved, FTCH SCIO does not accept the invoices as payable in their current form. The board remains willing to pay any

charges that are properly evidenced, correctly calculated and contractually due under the sub-licence.

For clarity, while these invoices remain subject to a reasonable and evidenced dispute, FTCH SCIO does not accept that the sums should be treated as overdue, late, or as a failure by FTCH SCIO to meet valid obligations under the sub-licence.

For the avoidance of doubt, legitimate financial scrutiny, requests for supporting evidence, and the disputing of unsupported charges cannot reasonably be characterised as vexatious conduct. Any operational document issued unilaterally by RMWG cannot override the terms of the sub-licence agreement or limit the right of FTCH SCIO trustees to scrutinise charges passed to the SCIO.

FTCH SCIO is taking legal advice on this matter before authorising any further payments against the disputed invoices. Falkirk Council is copied into this correspondence in line with standard practice, and so that the Council is aware that the matter is a live billing dispute, not a refusal by FTCH SCIO to meet valid obligations under the sub-licence.

Please provide the requested information within 14 days so that the board can review the position and determine which, if any, sums are properly payable.

Yours sincerely,

For and on behalf of the Board of Trustees

Falkirk Thornhill Community Hall SCIO

From: Rainbow Muslim Womens Group .

[REDACTED]

Sent: 11 May 2026 9:00 AM

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

Subject: April Invoice

Good morning,

Please see attached for April invoice and copy of bills.

Payment is due by 22 May 2026.

Regards,

RMWG

Evidence 08.04: [REDACTED]'s email of 14 September 2026, FTCH's letter of 17 September 2026 and his reply of 25 September 2026

Text copy of the email chain as held by FTCH, in date order. The reconciliation attached to FTCH's letter is produced as 08.03. Earlier May 2026 correspondence in the same chain is at 08.01. Direct-dial numbers removed.

[REDACTED], Falkirk Council, to FTCH, copied to Strategic Property Review, 14 September 2026, 2:01pm

Hi

I understand that FTMC has not been meeting its obligations under the sub-licence agreement with RMWG, in respect to the payment of the 31% share as stipulated. I note that previously there were issues on RMWG providing evidence of all the costs being incurred in the running of the centre. However, I understand that these have been resolved and all supporting evidence has been provided along with the invoices.

On the face of it, this would represent a material breach of the licence terms, and I would be grateful if you could advise of the reasons behind the non-payment?

I look forward to hearing from you

Regards

[REDACTED]

[REDACTED]

Asset Management

Investment, Assets & Climate

Falkirk Council

**FTCH (Admin) to [REDACTED], copied to Strategic Property Review, 17 September 2026, 3:40pm.
Subject: FTCH Response and Invoice Reconciliation (reconciliation attached, produced as 08.03)**

Dear [REDACTED]

Thank you for your email of 14 September.

We do not accept the characterisation in your email that the present position amounts, on the face of it, to a material breach of the sub-licence. The circumstances set out below, together with the attached line-by-line reconciliation, demonstrate that this is not a straightforward case of us failing or refusing to meet an undisputed payment obligation.

We completed a detailed line-by-line reconciliation of RMWG Invoices 001–011 against all supporting documentation provided to us, including the material supplied on 11 September. Attached is the final reconciliation.

Our position has been consistent throughout. We have never refused to pay our proper share of legitimate running costs. Invoice 001 has already been paid and, in every substantive communication since we first raised our detailed queries in May – copied to yourself and the Strategic Property Review Team – we have reiterated that we are willing to pay charges which are properly evidenced, correctly calculated and due under the sub-licence.

The sub-licence provides for our agreed share of relevant running costs and we accept that obligation. What does not follow is that every sum appearing on an invoice is automatically payable where there is duplication, missing evidence, calculation inconsistency, an unreconciled charge or a genuine question as to whether the expenditure is properly rechargeable under the agreement.

As charity trustees of a registered SCIO, we are responsible for properly accounting for charitable expenditure and ensuring that charitable funds are only released where expenditure can properly be established as due. We cannot responsibly authorise payment where the amount, supporting evidence or contractual liability remains unresolved.

We raised detailed, itemised queries with RMWG on 15 May and again on 22 May. Your email of 25 May provided useful general clarification regarding categories of expenditure which could, in principle, be recoverable, and we have taken that clarification into account.

To date, the RMWG has not answered those queries.

Their reply of 18 May did not address the individual matters raised. Instead, it alleged material breach without identifying the particular contractual provision relied upon and stated an intention to contact the community groups using our lets to tell them that payments they had made to us had not been passed on.

On 28 May the RMWG then stated:

“I hope any queries your organisation has about the invoices have now been cleared by Falkirk Council.”

They also stated that debt recovery would be pursued if payment was not made. Both communications were copied to the Council. Neither provided a substantive response to the individual invoice queries.

Further invoices and supporting documents have subsequently been provided, including further material in September. This has enabled us to resolve a significant number of the original issues ourselves through the reconciliation. It does not alter the fact that those queries were not answered by the RMWG when they were raised.

The invoicing process itself has also lacked consistency. Invoices have not been issued on a regular monthly cycle; on occasions multiple invoices covering earlier periods have arrived together, with payment requested within a short period; duplicate invoice numbering has been used; supporting documents have sometimes arrived separately and materially later; and some stated invoice totals do not agree with their underlying line items.

This is why a comprehensive reconciliation became necessary.

These concerns are not new. We raised both the unresolved financial dispute and our concerns regarding the RMWG's unilateral Operational Rules in our written submission prior to the 13 August Executive meeting and again during our deputation, including the fact that we had never agreed to those Rules.

The reconciliation establishes the following position:

£217.89 already paid

£2,385.38 evidenced and accepted for payment

£1,503.58 remaining withheld for the specific individual reasons recorded in the reconciliation

The remaining £1,503.58 is not a blanket refusal to pay. Each item has been considered individually and the attached reconciliation identifies the evidence, correction, reconciliation or contractual clarification required. The principal unresolved matters include:

June gas and electricity duplicated across Invoices 009 and 010, with the same underlying supplier charges recharged twice;

Invoice 011 includes £144.65 described as “Gas”, while the supporting document is for a separate E.ON electricity account which has not been established as serving the Property or explained in relation to the other energy charges;

October energy costs remain unreconciled, because Invoice 001 – which we have already paid – included gas and electricity charges, while later supplier invoices for the same general period were subsequently recharged;

broadband/Wi-Fi charges, where RMWG has recharged us 31% of a Three account held in the personal name of the RMWG chairperson, notwithstanding RMWG’s own Operational Rule 5.4 stating that each party maintains and pays for its own broadband connection;

the Hive installation, where the contractual basis for recharge remains disputed and no evidence has been provided to us of the Council approval contemplated by the FRI licence and RMWG’s own Rule 5.2;

lock and key charges, arising from changes to the access arrangements which we had already challenged, together with a supporting receipt whose description does not correspond with the description used on the RMWG invoice;

the fire-alarm charge, where the supporting invoice identifies Thornhill Community Centre as the work site but names Alfavapour, 19 Cow Wynd, rather than RMWG as the customer, requiring evidence that RMWG incurred or reimbursed the expenditure;

the pothole-repair charge, where the supporting purchase is an Amazon DIY repair kit in the personal name of the RMWG chairperson, billed and delivered elsewhere, and RMWG has not identified where the material was actually used; and

other items for which supporting evidence remains absent or insufficient, together with invoice-numbering and arithmetic inconsistencies identified in the reconciliation

Against that documented background, we do not consider it appropriate for the outstanding balance simply to be treated as an undisputed debt, or for non-payment of that disputed balance to be characterised as material breach without first addressing the individual issues evidenced in the attached reconciliation.

Since your email, the RMWG’s statutory review submission has been published (today). This is directly relevant because the RMWG has now firmly placed the financial dispute, its Operational Rules and your own 25 May correspondence before the Community Empowerment Review Committee as evidence upon which it relies.

Its schedule E4 states total running costs of £13,248.65, an FTCH liability of £4,107.08 and an alleged outstanding balance of £3,889.19. The underlying running-cost total of £13,248.65 reconciles exactly to the full-cost total examined in our attached reconciliation. The small difference in the calculated share arises because the RMWG applies 31% to the overall cost total, whereas our reconciliation uses the individual amounts actually invoiced to us.

Importantly, the RMWG’s claimed balance therefore includes the duplicated, unevidenced, unreconciled and disputed items identified within the reconciliation.

We have never agreed to, adopted or accepted RMWG’s Operational Rules, expressly, implicitly or otherwise, and we do not accept that they amend or supersede the Council-approved sub-licence that we entered into and signed. That position was raised with the Council before and during the 13 August meeting and remains our position.

However, the RMWG has now chosen to rely upon those Rules within its statutory review as evidence of its governance and operational framework. On their own terms, those Rules conflict with aspects of the invoicing position in four material respects.

Rule 4.2 states that supplier bills showing the relevant period, meter readings, standing charges and usage constitute the evidential standard for recharges; several invoiced items do not meet that stated standard.

Rule 4.6 states payment terms of 30 days from the date evidence is supplied; payment has previously been demanded within substantially shorter periods and before all supporting evidence was supplied.

Rule 5.4 states that each party maintains and pays for its own broadband connection, yet we have been recharged 31% of RMWG's broadband costs.

Rule 5.2 states that, where Council approval is required for alterations or upgrades such as smart thermostats, RMWG will hold or obtain that approval. No evidence of the Council's approval for the Hive installation has been provided to us.

To the extent that supporting evidence for the July and August invoices was first supplied to us on 11 September, those items would not, even under the RMWG's own stated rule 4.6, fall due until 11 October. Nevertheless, the properly evidenced elements are included within the £2,385.38 we accept for payment.

There is also an important issue on which we now require clarity from the Council.

The RMWG has included your 25 May email within its statutory review evidence as document E3 and presents it as "Falkirk Council clarification regarding licence responsibilities, running costs and recharge obligations". Its accompanying financial schedule similarly relies upon Council clarification when presenting our alleged liability.

Our concern is this. The sub-licence was drafted and issued by Falkirk Council on 22 September 2025, on the Council's own letterhead, and FTCH signed the Council's document. Under its terms the parties are the RMWG as Licensee and FTCH as Sub-Licensee, and clause 3.2 provides for the RMWG to recharge a 31% share of the running costs. Previous Council correspondence has indicated that matters arising between the parties under that document are principally for the two organisations to resolve. At the same time, the RMWG has repeatedly relied upon Council officer correspondence as though it determines disputed liabilities in its favour, and your email of 14 September states an understanding that the evidential issues have been resolved and raises the possibility of material breach.

We therefore require clarity as to the capacity in which the Council is addressing this dispute.

Could you please confirm what information and supporting documentation the Council reviewed before reaching the understanding expressed in your email of 14 September, and whether your email of 25 May was intended to determine the parties' individual disputed liabilities or instead to provide general clarification of the categories of expenditure potentially recoverable under the licence arrangements?

This is particularly important now that the RMWG is relying upon your correspondence within a statutory review. We need to understand whether the Council has independently assessed the disputed charges, is communicating a position presented to it by the RMWG, or is acting in some other capacity as owner/licensor.

We would also be grateful if you could confirm:

whether Falkirk Council gave prior written approval for the Hive installation;

whether the RMWG has informed the Council where the pothole-repair material was used.

The attached reconciliation records our position transparently and identifies precisely what is accepted for payment and what remains unresolved.

We intend to pay the £2,385.38 against the evidenced items identified in Part A of the attached Payment Schedule. We will contact RMWG separately to notify them of that payment and its allocation against those specific evidenced items. The payment will not constitute acceptance of any amount contained within Part B. The remaining £1,503.58 will be reconsidered as the specified evidence, correction, reconciliation or contractual basis is provided.

If the remaining disputed items cannot be resolved following that process, or if any allegation of material breach continues to be maintained notwithstanding the matters set out above, we will refer the outstanding contractual position to our solicitors, [REDACTED], for further advice.

Given that these matters now form part of the RMWG's statutory review evidence, we would appreciate your response to the clarification points above so that both the operational and statutory review records accurately reflect the position.

Kind regards

Admin

Falkirk Thornhill Community Hall SCIO

[REDACTED] to FTCH ([REDACTED]), 25 September 2026

[REDACTED]

I note the issues you have been having regarding the evidence being provided for the costs being incurred and the lack of response to your queries. However, it seems it goes both ways. For example, when do you plan to advise RMWG of your intention to pay £2,385.38 and that payment of the balance relies on additional evidence being provided as you are disputing its validity? I think better communication between the parties would assist here.

This is a matter between RMWG and FTMC and is governed by the sub-licence agreement. The clause in that is clear "The licensee will recharge 31% share of the running costs to the sub-licensee". The issue it seems is that only £217.89 out of an invoiced amount of £4,107 has been paid to date. RMWG are frustrated about the lack payment and are of the view this is a refusal to pay the 31% share as stipulated in the licence, they consider this to be a material breach and failure to remedy said breach could result in the sub-licence being terminated. This was the reason for my email, with a simple request as to the reasons why it has not been paid.

The recharge should be a relatively straightforward process, however I would suggest both parties arrange a meeting to go over the points in dispute to seek a resolution.

With regard to RMWG's operational rules, these were imposed by RMWG as Licensee under the hierarchy of the legal agreements to assist with managing the sub-licence and do not require agreement from FTMC.

On the matter of the installation of a Hive smart system. This allows remote monitoring and control of building services such as heating etc, it is a piece of software that make the running on a building easier and its installation did not require landlord's consent. That said, the install was a decision made by RMWG and the cost of this install should not be included in the 31% recharge of running costs. Re the pothole repair, this repair falls under the repairing obligation on RMWG under the licence like all repairs, the cost of repairs is covered in 3.2.1 of the sub-licence. Your specific question relating to this I am unable to answer as RMWG are not obliged to advise FC of repairs they carry out only that they undertake them.

I can confirm Falkirk Council was provided with supporting evidence by RMWG that had been issued to FTMC but it is not FC's role to review this. That matter requires to be agreed between the parties and is detailed in clause 3.2. of the sub-licence. You have clearly done considerable work on the reconciliation; has the spreadsheet you provided me been shared with RMWG?

I note that you are prepared to seek independent legal advice if these disputed recharge amounts remain, which FTCH are entitled to do. Before choosing that route all other discussion and negotiations should be exhausted

Regards

[REDACTED]

[REDACTED]

Asset Management

Investment, Assets & Climate

Falkirk Council

Evidence 08.05: FTCH payment note and schedule to the RMWG, 18 September 2026

Text copy of the email as sent by FTCH, copied to the [REDACTED] and the Strategic Property Review team. Payment of £2,385.38 was made on 18 September 2026 (08.06).

FTCH (Admin) to the RMWG, copied to [REDACTED] and Strategic Property Review, 18 September 2026

Dear RMWG

We refer to the detailed invoice queries we sent to the RMWG on 15 May and 22 May 2026, which have not to date received a substantive response.

The unresolved financial position has been before Falkirk Council since February 2026, when we first disputed Invoices 001 to 003, and expressly in our correspondence of 15 and 22 May 2026, both of which were copied to the Council and the second of which the Council responded to on 25 May. It was raised again in our written submission before the 13 August Executive meeting within our deputation.

Since then, further invoices and supporting documentation have been provided by the RMWG, including additional material supplied on 11 September. We have undertaken our own detailed review of Invoices 001–011 against all supporting documentation provided to us to date.

As we have consistently stated since first raising our queries, we have never refused to pay our proper share of legitimate running costs which are properly evidenced, correctly calculated and due under the sub-licence.

Invoice 001, totalling £217.89, has already been paid.

Following our review of the remaining invoices and supporting documentation, we have identified a further £2,385.38 which is evidenced and accepted for payment.

Payment of £2,385.38 will be made by BACS on or before 25 September 2026, under the reference “FTCH PART PAY 002-011”.

This payment is expressly allocated against the evidenced and accepted unpaid items within Invoices 002–011 and does not constitute acceptance or settlement of any of the remaining disputed or unresolved charges.

The remaining £1,503.58 relates only to the items set out below. The £2,385.38 part-payment covers all other unpaid line items within Invoices 002–011 which we have accepted as evidenced and payable.

Duplicate or duplicate-appearing charges – £119.23. Invoice 010: Gas £49.00 and Electricity £58.94. These are the June E.ON bills already charged on Invoice 009. Please issue the appropriate credit or restated invoice. Invoice 002: Cleaning supplies £11.29. The receipt dated 17 December 2025 is also charged at £43.73 on Invoice 003. If this represents a separate purchase, please provide the separate receipt; otherwise an appropriate credit or restatement is required.

No supporting document supplied – £797.26. Invoice 002: Monthly insurance £32.73 – November Council invoice required. Invoice 002: Cleaning services £98.41 – November 2025 payslip required. Invoice 003: Cleaning services £68.13 – December 2025 payslip required. Invoice 004: Cleaning services £94.62 – January 2026 payslip required. Invoice 005: Cleaning services £90.84 – February 2026 payslip required. Invoice 005: Roof/extraction fan repair £182.90 – contractor invoice or receipt, confirmation of the works undertaken and contractual basis for recharge required. Invoice 008: Gas £55.53 – May E.ON gas bill required. Invoice 008: Electricity £63.30 – May E.ON electricity bill required. Invoice 009: Monthly insurance £32.73 – June Council invoice required. Invoice 011: Cleaning supplies £47.07 – receipt required. Invoice 011: Lighting repair £31.00 – contractor invoice or receipt required.

October energy reconciliation – £145.16. These supplier bills appear genuine but remain unresolved pending a single reconciled October account which takes account of the £69.17 gas and £17.58 electricity already

paid within Invoice 001. In its email of 2 March 2026, the RMWG stated that it would provide the relevant October supplier bills showing the period covered, meter readings, standing charges and usage, and that usage would be pro-rated to reflect the period during which the heating was operational. Although further supplier bills have subsequently been provided, no reconciliation has been supplied showing how the amounts already paid through Invoice 001 relate to those bills, nor has the stated pro-rating been demonstrated. The gas and electricity figures charged and already paid through Invoice 001 have also not been matched to a source supplier document. The affected items are Invoice 002: Gas £44.97; Invoice 002: Electricity £26.92; and Invoice 007: TotalEnergies £73.27.

Clarification required – £51.15. Invoice 010: Fire alarm annual check £51.15. The Morgan Fire Protection invoice identifies Thornhill Community Centre as the work site but is addressed to Alfavapour, 19 Cow Wynd, rather than RMWG. Please provide evidence that RMWG incurred or reimbursed this expenditure.

Liability and/or contractual basis disputed – £390.78. Invoices 002–011: Internet/broadband £98.57 in total. We already had our own broadband service at Thornhill Community Centre, for which we remain contractually liable and continue to pay. However, the RMWG disconnected then removed our broadband connection and router without prior notice to us, installed its own broadband service and subsequently recharged us 31% of that separate service. It was understood at handover that the RMWG would contribute towards FTCH's existing broadband service until it installed its own; nothing in the signed sub-licence permits the RMWG to remove that service and recharge FTCH for your own replacement. Furthermore, the Three account provided in support of the recharge is held in the personal name of [REDACTED]. In addition, the RMWG's Operational rule states that each party maintains and pays for its own broadband connection. We therefore dispute liability entirely for these charges.

Invoice 004: Locks £13.02 and spare keys £18.60. These charges arise from the lock change of 21 October 2025, which we previously challenged. The change was made without notice and left FTCH without keys to the building for around three days, contrary to Clause 6.3 of the sub-licence, under which both parties hold access keys. The RMWG's own rule now requires 48 hours' notice of any lock change. The supporting receipt for the £18.60 FTCH share also describes a lock rather than spare keys.

Invoice 006: Hive supplied and fitted £122.76. The contractual basis for recharging this installation remains disputed. In its email of 2 March 2026, the RMWG stated that approval documentation for the thermostat "will be provided once received". No such documentation has subsequently been provided to us. Accordingly, we have been provided with no evidence that the prior written Licensor approval required by Clause 9.1 of the FRI licence was obtained. The RMWG's own Operational Rule similarly states that where Council approval is required for alterations or upgrades, including smart thermostats, the RMWG will hold or obtain that approval. We also have no access to or control of the system.

Invoice 008: Pothole repair £92.99. The supporting purchase is an Amazon DIY pothole-repair product purchased in the personal name of Ms Ali and billed and delivered elsewhere. The location at which the material was actually used has not been identified to us and the contractual basis upon which this expenditure is rechargeable remains unresolved.

Invoice 011: Item described as "Gas" £44.84. The supporting document is an electricity bill on a second E.ON account covering 21 October 2025 to 3 August 2026. No second electricity supply serving the Property has been identified to us, and the reason why an electricity bill has been invoiced to us as gas has not been explained.

The above outstanding items total £1,503.58.

For completeness, the detailed queries we raised with the RMWG on 15 and 22 May remain substantively unanswered. The subsequent provision of additional supporting documentation has allowed us to resolve a significant number of those matters ourselves, but the items identified above remain outstanding for the specific reasons stated.

The RMWG's email of 2 March 2026 also expressly stated that unresolved issues would follow a dispute pathway comprising written clarification, a meeting within 10 working days and Council mediation if

unresolved. Even on the RMWG's own stated process, our correspondence of 15 May constituted written clarification of the disputed charges. The RMWG alleged material breach on 18 May; we repeated and expanded the unresolved queries on 22 May; neither set of queries was substantively answered, no meeting was proposed at any stage, and on 28 May the RMWG threatened debt recovery.

The invoicing process has also not operated on a consistent monthly basis. On a number of occasions, multiple invoices covering earlier periods have been issued together, while supporting documentation required to verify those charges has been supplied separately or materially later. Duplicate invoice numbering has also been used and some invoice totals have not agreed with their underlying line items. This has made timely reconciliation and trustee authorisation more difficult.

We also wish to record our position regarding the RMWG's Operational Rules. The RMWG's covering email of 2 March 2026 expressly stated that the Operational Rules had been "adopted by RMWG" and that they were being issued "for FTCH's acknowledgement and use". We did not acknowledge, agree to, adopt or accept those Rules at any point, and do not accept that they amend, replace or supersede the signed sub-licence. They were unilaterally adopted by the RMWG and presented as rules governing FTCH without our agreement, despite not forming part of, or having been incorporated into, the signed sub-licence arrangements put in place under the Council's FRI licence.

However, the RMWG has now chosen to rely upon those Rules within its statutory review submission as evidence of its own governance and operational arrangements. Rule 4.6 states that payment terms are 30 days from the date supporting evidence is provided.

We note that the same covering email of 2 March which introduced those Rules stated that payment for the October evidence was due seven days after the evidence was provided. This is inconsistent with your own 30-day payment term contained within your Operational Rules being introduced in that same communication.

Accordingly, to the extent that supporting evidence for the July and August invoices was first supplied to us on 11 September 2026, those items would not, even under the RMWG's own stated rules, be due until 11 October 2026.

Nevertheless, we are not waiting until 11 October to pay the properly evidenced elements. The £2,385.38 identified above will be paid on or before 25 September.

If the RMWG provides the full supporting evidence requested above and makes any necessary corrections, credits or amendments to the invoices, we will reconsider each affected item. Where an item is then properly evidenced, correctly calculated and established as due under the relevant arrangements, we will arrange payment accordingly.

Please confirm receipt of the £2,385.38 payment once received.

For the avoidance of doubt, the payment is allocated against the evidenced and accepted items identified above only and does not constitute acceptance or settlement of the remaining £1,503.58.

If, following provision of the requested evidence and any necessary corrections or amended invoices, any part of the remaining £1,503.58 continues to be disputed, we reserve our position in full in relation to that dispute, including taking further legal advice from our solicitors, if required.

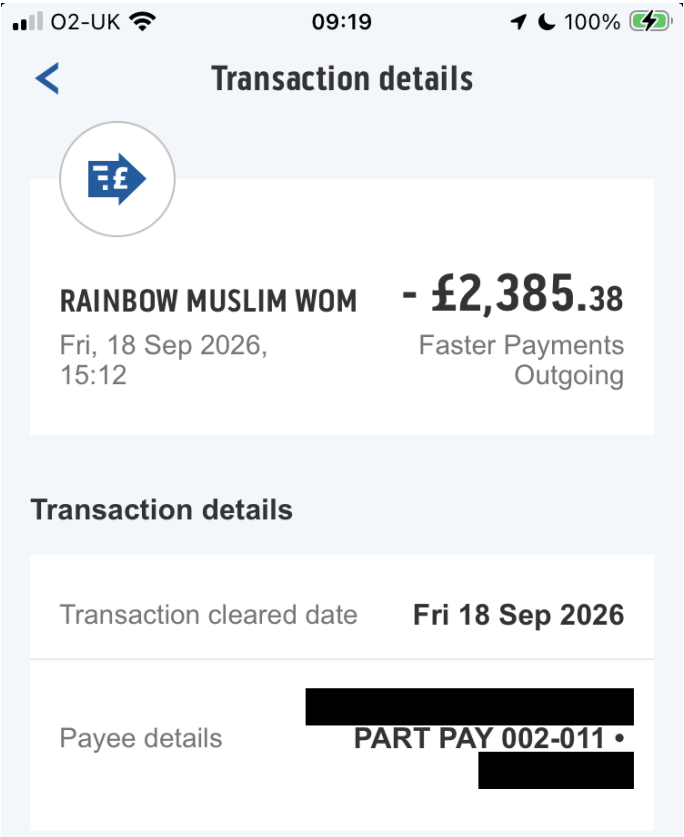
Kind regards

Admin

Falkirk Thornhill Community Hall SCIO

Evidence 08.06: FTCH bank confirmation of payment of £2,385.38 to the RMWG, 18 September 2026

Screenshot of FTCH's banking app. Faster Payment of £2,385.38 to Rainbow Muslim Women's Group, cleared Friday 18 September 2026 at 15:12, reference PART PAY 002-011. Account and sort code details redacted.



MAIL-007 | Operational Rules and consolidated covering response

Full substantive text transcribed from the conversation; not an original email export. Adoption27 February2026; transmission header absent.

SOURCE TEXT

MAIL-007 — Operational Rules and covering response

Source: substantive text pasted by [REDACTED] in this conversation on 21 September 2026. This is a transcription, not an original email export. Line wrapping is normalised. Decorative images and signature whitespace are omitted. No transmission header was supplied. The rules bear their own adoption date; the working index and September draft identify the covering email as 2 March 2026, pending the original header.

Rules — text supplied

THORNHILL COMMUNITY CENTRE – OPERATIONAL RULES & CODE OF CONDUCT

Adopted for use by the Principal Licence Holder (RMWG) – 27TH February 2026 Presented to FTCH for acknowledgement and day-to-day use.

Introduction

Following a mediation meeting between the parties, it was recognised that a structured set of operational rules would help ensure clarity, stability and fairness in the shared use of Thornhill Community Hall. As no jointly produced document materialised after those discussions, RMWG has prepared and adopted this comprehensive framework in its capacity as Principal Licence Holder. These rules provide clear procedures and boundaries for day-to-day management and are issued to FTCH for acknowledgement and use.

1. Licence Hierarchy & Authority

1.1 RMWG is the Principal Licence Holder for Thornhill Community Hall. FTCH is a Sub-Licensee whose rights derive from, and are conditional upon, the Principal Licence.

1.2 RMWG retains final operational authority over safety, security, legal compliance, building systems, timetable integrity and protection of the property.

1.3 FTCH has no audit, supervisory or managerial authority over RMWG. Attempts to impose parallel oversight or administrative burdens are not permitted.

1.4 Both parties will cooperate in good faith and in accordance with these rules.

2. Access, Keys & Security

2.1 Keys and codes may be used only for authorised lets and activities.

2.2 Changes to locks or codes require 48 hours' notice to both parties, unless emergency security concerns necessitate immediate action.

2.3 A shared key-holder register will be maintained and kept current.

3. Use of Space, Booking & Buffers

3.1 Space/use allocation remains RMWG 69% and FTCH 31%.

3.2 A shared calendar must be used for all bookings and operational visibility.

3.3 Mandatory buffers: a 15-minute buffer must be observed before and after every let. Back-to-back bookings without buffers are non-compliant.

3.4 RMWG may access the premises during FTCH lets only for essential management duties and will minimise disruption.

4. Financial Responsibilities & Evidence Standard

4.1 FTCH will contribute 31% of legitimate running costs, including utilities, cleaning, shared insurance elements and other outgoings under the Principal Licence.

4.2 Evidence standard: RMWG will provide copies of supplier bills covering the relevant period (showing period, meter readings, standing charges and usage). This constitutes full evidential sufficiency for validation of recharges.

4.3 FTCH has no right to audit RMWG. There is no entitlement to internal accounts, unrelated billing periods, supplier contracts or internal governance documents.

4.4 Standing charges are payable regardless of temporary heating interruptions. Usage charges may be pro-rated where appropriate.

4.5 Cleaning is a shared outgoing. Routine cleaning is shared at 69/31. Additional cleaning attributable to a party may be recharged to that party.

4.6 Payment terms: 30 days from the date the evidence is provided, unless otherwise agreed in writing.

5. Facilities Management (Heating, Building Systems, Broadband, Cleaning)

5.1 Heating management: RMWG manages building heating and will ensure reasonable temperatures during all lets. A 60-minute pre-let check and a 15-minute final confirmation will be undertaken for FTCH protected lets. FTCH will be given read-only visibility of the heating schedule for its protected lets and a same-day operational contact for urgent adjustments.

5.2 Building systems: Where Council approval is required for alterations or upgrades (e.g., smart thermostats), RMWG will hold or obtain such approval. FTCH has no right to operate or alter building control systems.

5.3 Cleaning: RMWG will contract cleaning services. FTCH will receive a simple monthly summary line indicating routine cleaning and any additional cleans.

5.4 Broadband: Each party maintains and pays for its own broadband connection as required for its operations.

6. Data Protection, CCTV & Privacy

6.1 RMWG and FTCH are separate Data Controllers. Each party remains responsible for compliance with applicable data protection laws for its own processing activities.

6.2 Internal documents are not shared. Neither party is entitled to the other's DPIA, internal policies, retention schedules, internal logs, or CCTV governance documentation unless required by law or expressly agreed in writing.

6.3 RMWG must know which group is present in the hall at any time to fulfil its responsibilities as licence holder. RMWG does not require or hold personal data on FTCH's individual attendees.

6.4 CCTV: Each party that operates CCTV must meet legal requirements (e.g., signage and registration, where applicable). Neither party may access, copy or interfere with the other's system without consent or legal obligation.

6.5 Safeguarding: Concerns must be reported to RMWG with date/time and location so that CCTV footage can be reviewed proportionately, subject to the rights and freedoms of others.

7. Communications Protocol

7.1 Operational communications must use designated email addresses/phone contacts.

7.2 Repetitive, aggressive or duplicative correspondence that disrupts operations may trigger the anti-harassment provisions (Section 8).

8. Anti-Harassment, Vexatious Conduct & Overreach

8.1 The following behaviours are prohibited: serial or repetitive demand letters without new grounds; excessive administrative or audit-style demands; misuse of GDPR to compel disclosure of internal documents; attempts to supervise or override RMWG's role; refusal to observe buffer/timetable rules; and legal-style intimidation intended to disrupt operations.

8.2 Remedies for breach: written notice; governance meeting; escalation under the dispute pathway; and, where necessary, temporary suspension of non-essential cooperation until resolution.

9. Dispute Resolution

9.1 Steps: (1) written notice specifying the issue and proposed remedy; (2) meeting within 10 working days; (3) referral to the Council for mediation if unresolved. Service delivery continues while a dispute is in progress.

10. Safeguarding

10.1 Safeguarding concerns must be reported promptly to RMWG with sufficient detail (date/time/location). RMWG will review, including CCTV where lawful and proportionate.

11. Review & Amendment

11.1 These rules may be reviewed annually or as required to maintain effective and lawful operation.

12. Adoption & Implementation

RMWG has adopted and implemented these rules with immediate effect and invites FTCH to acknowledge and operate within this framework.

Covering response – text supplied, header absent

Good afternoon FTCH,

Thank you for your recent correspondence.

RMWG issued a holding response previously and has now completed a full review of the matters raised. As part of this review, RMWG has also had the opportunity to speak with Falkirk Council to ensure our assessment was thorough and with wider governance expectations.

This email now provides our comprehensive consolidated response and formally introduces the Operational Rules adopted by RMWG to ensure clarity, consistency, and stable management of Thornhill Community Hall.

A. RESPONSES TO ISSUES RAISED

1. Invoice 001 – October 2025

1.1 Evidencing the Invoice

RMWG will provide copies of the relevant supplier bills, including period covered, meter readings, standing charges, and usage.

1.2 Heating Downtime and Standing Charges

Standing charges apply irrespective of temporary heating issues. Usage will be pro-rated to reflect the period during which the heating was operational.

1.3 Cleaning Costs

Cleaning is a legitimate outgoing under the sublicence. We will confirm whether the October charge relates to routine cleaning or an additional clean.

1.4 Insurance Line

RMWG will clarify the insurance cost attributed to October and adjust or remove any element that is not properly shared.

2. Heating – 9 February Protected Let

RMWG regrets the disruption. We have implemented a 60-minute pre-let heating check, a 15-minute final confirmation check, read-only heating schedule visibility for FTCH, and a same-day operations contact. Approval documentation for the thermostat will be provided once received.

3. Tuesday Let Adjustment

RMWG approves the adjustment to 12:00–13:00 with standard buffers. Future clashes will be identified in writing.

4. GDPR, Monitoring, and CCTV

4.1 Data Controller Roles

RMWG and FTCH are separate Data Controllers. FTCH is not entitled to RMWG's internal governance materials unless legally required.

4.2 Subject Access Requests

Please identify the data subject(s). RMWG will respond within statutory timescales.

4.3 Operational Monitoring

RMWG must know which group is using the hall. This does not involve personal data about attendees.

4.4 Safeguarding Concerns

Please provide date, time, and location to allow proportionate CCTV review.

5. Broadband and Hive Thermostat

RMWG has overall facilities management responsibility, any upgrades which have taken place have been to ensure the centre operates effectively with impeding benefit to users. Information on the Hive solution will be shared with you.

6. Previous Correspondence and Next Steps

This is the consolidated response. Evidence for October 2025 has been provided with payment due 7 days thereafter. Unresolved issues will follow the dispute pathway.

B. INTRODUCTION OF OPERATIONAL RULES

RMWG has adopted comprehensive Operational Rules and a Code of Conduct, covering role definitions, financial evidence standards, data protection boundaries, heating and building system governance, cleaning and CCTV procedures, safeguarding, communication expectations, dispute resolution, and protections against harassment and vexatious conduct.

We now issue these Rules for FTCH's acknowledgement and use.

Dispute Pathway (Summary)

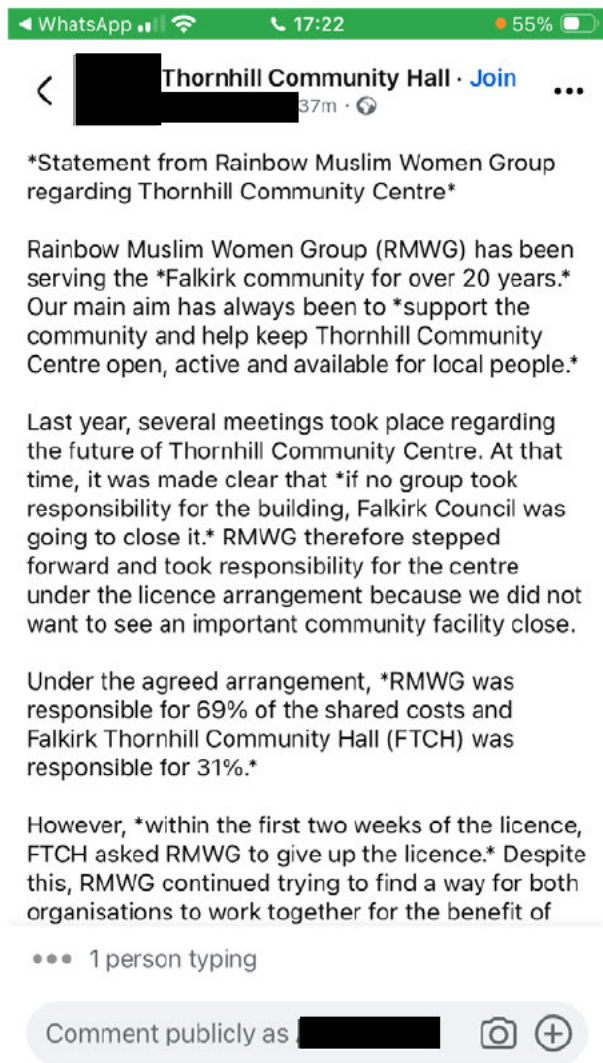
1. Written clarification
2. Meeting within 10 working days
3. Council mediation if unresolved
4. Service continues during any dispute

Kind regards,

RMWG

Evidence 08.09: RMWG statement posted on the Thornhill Community Hall Facebook page and the Falkirk Community Hub group, September 2026

Screenshots taken by FTCH. The first and second screenshots duplicate each other; all are included as captured.





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Statement from Rainbow Muslim Women Group regarding Thornhill Community Centre

Rainbow Muslim Women Group (RMWG) has been serving the *Falkirk community for over 20 years.* Our main aim has always been to *support the community and help keep Thornhill Community Centre open, active and available for local people.*

Last year, several meetings took place regarding the future of Thornhill Community Centre. At that time, it was made clear that *if no group took responsibility for the building, Falkirk Council was going to close it.* RMWG therefore stepped forward and took responsibility for the centre under the licence arrangement because we did not want to see an important community facility close.

Under the agreed arrangement, *RMWG was responsible for 69% of the shared costs and Falkirk Thornhill Community Hall (FTCH) was responsible for 31%.*

However, *within the first two weeks of the licence, FTCH asked RMWG to give up the licence.* Despite this, RMWG continued trying to find a way for both organisations to work together for the benefit of

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want to see an important community facility close.

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However, *within the first two weeks of the licence, FTCH asked RMWG to give up the licence.* Despite this, RMWG continued trying to find a way for both organisations to work together for the benefit of the community.

We repeatedly tried to meet with FTCH in the hope of building a partnership and working together. *Meetings were arranged but were cancelled at the last minute, and no new meetings were rescheduled.* We continued hoping that both organisations could sit together and find a practical way forward, but this did not happen. *Eventually, Falkirk Council had to become involved and arranged a mediation meeting between our two organisations.*

RMWG also prepared standard working rules in an attempt to create a clear and fair way for everyone to use and manage the centre. *Unfortunately, FTCH did not agree to these working arrangements.*

There were also difficulties regarding security at the centre. *Existing security cameras were

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Another major concern has been the payment of shared running costs. Although FTCH was responsible for 31% of the agreed costs and was collecting money from groups using the centre, *for almost a year only one invoice of just over £200 was paid.* *We reported this matter to Falkirk Council, who had to step in to confirm that FTCH was responsible for its 31% share of the costs.* Eventually, after dragging things out for almost one year, *they made another payment recently, but still haven't cleared the full outstanding amount.*

During this period, *RMWG has spent more than £13,000 of its own funds to keep Thornhill Community Centre operating and to cover essential costs.* *We have paid our own share and covered the bills which FTCH were responsible for; we did this because we don't want the community to suffer.*

It's important that the public is aware that the current committee of FTCH mainly came on board in 2025. The original committee members, who ran the centre for almost 10 years, *have actually backed our bid to take over the centre and not FTCH.* This is a very crucial point. *Why is it that the original committee that ran the centre for 10 years is supporting our organisation and not supporting FTCH? People should ask this question of FTCH.* For us, it is very clear: *we have a strong, sustainable and the most suitable plan for the

Comment publicly as [REDACTED]



centre.* The people who ran the centre for 10 years are in the best place to know this.

There is also significant funding connected to the future of the centre. *Falkirk Council has a £100,000 enablement fund towards Thornhill Community Hall.* However, *the continuing delays and the lack of a decision about full ownership are delaying the support and improvements that could be provided to the community and the centre.*

We do not want the community to suffer, and we do not want more time being wasted on a fruitless exercise trying to recreate something which has already failed through the undermining, uncooperative and lacking of responsibility actions of FTCH over the past one year.

Our goal has always been to achieve success with the centre, and there is a real possibility of that, especially because funding is sitting there ready to be available. More and more delay is depriving the community.

For this reason, we want Falkirk Council to make a clear and final decision.

[Rainbow Muslim Women Group SCIO](#)
[Thornhill Community Hall](#)

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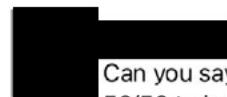
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Can you say why you don't want to do a 50/50 to be fair as you say it's a community centre for the whole community

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< [Redacted] Falkirk community hub 36m · [Redacted] ...

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