

# CONSTITUTION OF Central Football Foundation

# **CONSTITUTION OF**

# **Central Football Foundation SCIO**

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#### Charities and Trustee Investment (Scotland) Act 2005

#### Constitution

of

#### **Central Football Foundation**

In this constitution, the following definitions apply throughout:

- "2005 Act" means the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force.
- "AGM" means an Annual General Meeting.
- "Board" means the Board of Charity Trustees.
- "Charity" means a body entered in the Scottish Charity Register as defined under section 106 of Charities and Trustee Investment (Scotland) Act 2005.
- "Charity Trustees" means the persons having the general control and management of the Organisation.
- "Clauses" means any clause.
- "Clear days", in relation to notice of a meeting, means a period excluding the day when notice is given and the day of the meeting.
- "Community" has the meaning given in clause 4.
- "GM" means a General Meeting.
- "Group" means those other organisations (incorporated or not) that are not this organisation.
- "Individual" means a human/person.
- "Members" means those individuals and groups who have joined this organisation.
- "Organisation" means the SCIO whose constitution this is.
- "OSCR" means the Office of the Scottish Charity Regulator"
- "Property" means any property, assets or rights, heritable or moveable, wherever situated in the world.
- "SCIO" means Scottish Charitable Incorporated Organisation.
- "them" and "their" refer to individuals or groups (either he, she or they).

Words in the singular include the plural and words in the plural include the singular.

These Clauses supersede any model clauses. Any words or expressions defined in the 2005 Act shall, if not inconsistent with the subject or context, bear the same meanings in the Clauses.

The Schedule to these Clauses is deemed to form an integral part of these Clauses.

	NAME
1	The name of the organisation is "Central Football Foundation SCIO ("the Organisation").
2	The Organisation will, upon registration, be a Scottish Charitable Incorporated Organisation (SCIO).
	REGISTERED OFFICE
3	14 Caledonian Court, Falkirk FK2 7FL
	DEFINITION OF COMMUNITY AND PURPOSES
4	The Organisation has been formed to benefit the community of Grangemouth and the surrounding areas (the "Community"), with the following purposes (the "Purposes"):
4.1	The advancement of public participation in sport.
	POWERS
5	The SCIO has power to do anything which is calculated to further its purposes or is conducive or incidental to doing so.  In particular, (but without limiting the range of powers available under the 2005 Act), the SCIO has power:
5.1	to encourage and develop a spirit of voluntary or other commitment by, or co- operation with, individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Organisation to achieve the Purposes;
5.2	to promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and programmes;
5.3	to provide advice, consultancy, training, tuition, expertise and assistance;
5.4	to prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute clauses, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium;
5.5	to purchase, take on lease, hire, or otherwise acquire any property suitable for the organisation;

buildings or erections whether of a permanent or temporary nature, and manage and operate (or arrange for the professional or other appropriate management and operation of) the organisation's property;  5.7 to sell, let, hire, license, give in exchange and otherwise dispose of all or any part or the property of the organisation;  5.8 to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;  5.9 to employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the organisation;  5.10 to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the organisation;  5.11 to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely, conditionally or in trust;  5.12 to borrow or raise money for the Purposes and to give security in support of any such borrowings by the organisation and/or in support of any obligations undertaken by the organisation;  5.13 to set aside funds not immediately required as a reserve or for specific purposes;  5.14 to invest any funds which are not immediately required for the activities of the organisation in such investments as may be considered appropriate, which may be held in the name of a nominee organisation under the instructions of the Board of Trustees, and to dispose of, and vary, such investments;  5.15 to make grants or loans of money and to give guarantees;  5.16 to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the purposes;  5.17 to establish, operate and administer and/or otherwise acquire any separate trading organisation or association, whether charitable or not;		
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5.19 to enter into contracts to provide services to or on behalf of others;	5.18	enter into any arrangement for co-operation, mutual assistance, or sharing profit
	5.19	to enter into contracts to provide services to or on behalf of others;
5.20 to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);	5.20	to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);

5.21	to oppose, or object to, any application or proceedings which may prejudice the interests of the organisation;
5.22	to pay the costs of forming the organisation and its subsequent development;
5.23	to carry out the Purposes as principal, agent, contractor, trustee or in any other capacity.
	GENERAL STRUCTURE OF THE ORGANISATION
6	The organisation is composed of:
6.1	Members
6.2	Charity Trustees
6.3	
	MEMBERSHIP
7	The members of the organisation shall consist of those individuals who made the application for registration of the organisation and such other individuals and groups as are admitted to membership under the following clauses.
8	The organisation shall have not fewer than twenty members at any time; and
8.1	In the event that the number of members falls below twenty the Board may conduct only essential business other than taking steps to ensure the admission of sufficient Ordinary Members to achieve the minimum number.
9	Membership of the organisation is open to:
9.1	Individuals aged 16 or over who (and groups which) are members of the Community ("Ordinary Members");
9.2	If an Individual or group ceases to fulfil the criteria within clause 9.1, that Individual or group must inform the Organisation
	APPLICATION FOR MEMBERSHIP
10	No Individual or Group may become a Member unless that Individual or Group has submitted a written application for membership in the form prescribed by the Charity Trustees and the Charity Trustees have approved the application. An application submitted by an Group must be signed on behalf of that Group.
10.1	The Charity Trustees shall consider applications for membership promptly. The Charity Trustees shall assess each application to determine whether the applicant meets the criteria for becoming an Ordinary Member.
11	Membership of the organisation may not be transferred by a member.
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	MEMBERSHIP SUBSCRIPTIONS
12	Monthly membership subscription will be paid.
	RE-REGISTRATION OF MEMBERS
13	The Board may, at any time, issue notices to the members requiring them to confirm that they wish to remain as members of the organisation, and allowing them a period of 28 days (running from the date of issue of the notice) to provide that confirmation to the Board.
13.1	If a member fails to provide confirmation to the Board (in writing or by e-mail) that they wish to remain as a member of the organisation before the expiry of the 28-day period referred to in clause 13, the Board may expel them from the membership.
13.2	A notice under clause 13 will not be valid unless it refers specifically to the consequences (under clause 13.1) of failing to provide confirmation within the 28-day period.
	LIABILITY OF MEMBERS
14	The members of the organisation have no liability to pay any sums to help to meet the debts (or other liabilities) of the organisation if it is wound up; accordingly, if the organisation is unable to meet its debts, the members will not be held responsible.
15	The members and Charity Trustees have certain legal duties under the Charities and Trustee Investment (Scotland) Act 2005; and clause 14 does not exclude (or limit) any personal liabilities they might incur if they are in breach of those duties or in breach of other legal obligations or duties that apply to them personally.
	CESSATION OF MEMBERSHIP
16	A member shall cease to be a member if:
16.1	that Member sends a written notice of resignation to registered office of the Organisation; they will cease to be a member as from the time when the notice is received by the organisation;
16.2	that Member has failed to respond to any re-registration request under clause 13;
16.3	a resolution that that Member be expelled (where that Member's conduct, in their/its capacity as a Member, has been detrimental to the effective functioning of the Organisation) is passed by special resolution at a GM (notice of which shall state: (a) the full text of the resolution proposed; and (b) the grounds on which it is proposed) at which the Member is entitled to be heard;
16.4	in the case of an Individual, that Individual has died (membership of the Organisation not being transferable);

16.5	in the case of a group, that group goes into receivership or liquidation, or is dissolved or otherwise ceases to exist (membership of the Organisation not being transferable);
16.6	where the Member is a Charity Trustee of the Organisation, that Member has failed to comply with the code of conduct for Trustees in a manner which would result in them ceasing to be a Trustee and a member.
	REGISTER OF MEMBERS
17	The Board must keep a register of members, setting out for each current member:  a) their full name; b) their address; and
	c) the date on which they were registered as a member of the organisation.
17.1	Where any member is not an individual, the register must also contain:  a) any other name by which the member is known;
	b) the principal contact for the member;
	c) any number assigned to it in the Scottish Charity Register, if it is a charity; and
	d) any number with which it is registered as a company, if it is a company.
17.2	For each former member the register must set out, for at least six years from the date on they ceased to be a member:
	a) their name; and
	b) the date on which they ceased to be a member.
17.3	The Board must ensure that the register of members is updated within 28 days of receiving notice of any change.
17.4	If a member or Charity Trustee of the Organisation requests a copy of the register of members, the Board must ensure that a copy is supplied to them within 28 days, providing the request is reasonable. If the request is made by a member (rather than a Charity Trustee), the Board may provide a copy which has the addresses blanked out.
	ASSOCIATES
18	Individuals and Groups wishing to support the Purposes who are not members of the Community may become associates of the Organisation ("Associates"). Associates may attend and speak at GMs but may not participate in such meetings for voting or quorum purposes.
18.1	No Individual or Group may become an Associate unless that Individual or Group has submitted a written application to become an Associate in the form prescribed by the Charity Trustees and the Charity Trustees have approved the application. An application submitted by a Group must be signed on behalf of that Group.

18.2	The Charity Trustees shall consider applications for associateship promptly. The Charity Trustees shall assess each application to determine whether the applicant meets the criteria for becoming an Associate.
19	The Charity Trusteess are:
	Mark Lenathen 14 Caledonian Court Falkirk FK2 7FL
	Darren Dibden 8 Falcon Drive Larbert FK5 4QX
	Robert Harrower Drummond Heggie 26 Rowantree Walk Larbert FK5 4FT
20	An Associate shall cease to be an Associate if:
20.1	that Associate sends a written notice of resignation to the Organisation;
20.2	that Associate becomes a member of the Community;
20.3	a resolution that that Associate be expelled from being an Associate (where that Associate's conduct, in their capacity as Associate, has been detrimental to the effective functioning of the Organisation) is passed by special resolution at a GM (notice of which shall state: (a) the full text of the resolution proposed; and (b) the grounds on which it is proposed) at which the Associate is entitled to be heard);
20.4	in the case of an Individual:
	(a) that Individual becomes insolvent or apparently insolvent or makes any arrangement with their creditors; or
	(b) that Individual has died; or
20.5	in the case of a Group, that Group goes into receivership or liquidation, or is dissolved or otherwise ceases to exist.
	GENERAL MEETINGS (Meetings of the Members)
21	The Board may call a GM at any time and must call a GM within 28 days of a valid requisition. To be valid, such requisition must be signed by at least 5% of the Members, must clearly state the purposes of the meeting, and must be delivered to the registered office of the Organisation. The requisition may consist of several documents in like form each signed by one or more of the Members.

	Annual General Meeting
22	The Board shall convene one GM a year as an AGM. An AGM need not be held during the calendar year during which the Organisation is incorporated, provided an AGM is held within 15 months of the date of incorporation. Thereafter, not more than 15 months shall elapse between one AGM and the next.
22.1	The business of each AGM shall include:
	(a) a report by the Chairperson on the activities of the Organisation;
	(b) the election of Elected Charity Trustees;
	(c) the fixing of annual subscriptions if applicable;
	(d) consideration of the accounts of the Organisation;
	(e) a report of the auditor if applicable; and
	(f) the appointment of the auditor if applicable.
	Notice of General Meetings
23	Subject to the terms of clause 67, notice of a GM shall be given as follows:
23.1	At least 14 Clear Days' notice must be given of any GM.
23.2	The notice must specify the place, date and time of the GM, the general nature of business to be dealt with at the meeting; and
	(a) in the case of a resolution to alter the constitution, must set out the exact terms of the proposed alteration(s); and
	(b) in the case of any special resolution (as defined in clause 30) must set out the exact terms of the resolution.
23.3	Notice of every members' meeting must be given to all the members of the organisation, and to all the Charity Trustees; but the accidental omission to give notice to one or more members will not invalidate the proceedings at the meeting.
	CHAIRPERSON OF GENERAL MEETINGS
24	(a) The Chairperson of the organisation shall act as Chairperson of each GM.
	(b) If the Chairperson is not present or willing to do so the Vice-Chairperson (if applicable) of the organisation shall act as Chairperson of the GM.
	(c) If neither the Chairperson nor the Vice-Chairperson is present or willing to act as Chairperson of the GM within 15 minutes after the time at which it was due to start, the Charity Trustees present shall elect from among themselves one of the Elected Charity Trustees who will act as Chairperson of that GM.
	QUORUM AT GENERAL MEETINGS
25	The quorum for a GM shall be the greater of:
	(a) ten members or

	(b) 10% of the Members,
	present either in person or by proxy.
	No business shall be dealt with at any GM unless a quorum is present.
	Tho business shall be dealt with at any Givi unless a quorum is present.
25.1	If a quorum is not present within 15 minutes after the time at which the GM was due to start (or if, during a GM, a quorum ceases to be present) the GM shall be adjourned until such time, date and place as may be fixed by the Chairperson of the GM.
25.2	The Board may make arrangements in advance of a GM to allow members (or their proxies) to fully participate remotely, so long as all those participating in the meeting can communicate with each other; and all Members (or their proxies) may vote during the meeting. A Member or proxy participating remotely by such means shall be deemed to be present in person at the GM.
	VOTING AT GENERAL MEETINGS
26	The Chairperson of the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
26.1	Each Member shall have one vote, to be exercised in person or by proxy, by a show of hands
26.2	A secret ballot may be demanded by:
	(a) the chairperson of the GM; or
	(b) at least two Members present at the GM,
	before a show of hands and must be taken immediately and in such manner as the chairperson of the GM directs. The result of a secret ballot shall be declared at that GM.
27	In the event of an equal number of votes for and against any resolution, the Chairperson of the meeting shall have a vote in their capacity as a member of the organisation.
	Resolutions
28	At any GM an Ordinary Resolution put to the vote of the meeting may be passed by a simple majority of the Members voting (in person or by proxy).

29	Certain resolutions must be passed as Special Resolutions, including resolutions:
	a) to alter the name of the Organisation; or
	b) to amend the Purposes; or
	c) to amend these Clauses; or
	d) to wind up the Organisation in terms of clause 72.
	At any GM a Special Resolution put to the vote of the meeting may be passed by not less than two thirds of the Members voting (in person or by proxy).
30	Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, and shall have effect as if they had been passed at a GM, provided the terms of this Clause are followed.
30.1	An Ordinary Resolution may be passed in writing if signed by a simple majority of all the Members.
30.2	A Special Resolution to wind up the Organisation may be passed in writing if signed by all the Members.
30.3	Any other Special Resolution may be passed in writing if signed by not less than two thirds of all the Members.
30.4	Written resolutions must be sent to all Members at the same time (the "Circulation Date") in hard copy (posted or hand-delivered) or electronic form (faxed or emailed), or by means of a website.
30.5	Written resolutions must be accompanied by a statement informing the Member:
	(a) how to signify agreement to the resolution;
	<ul><li>(b) how to return the signed resolution to the Organisation (in hard copy (posted or hand-delivered) or electronic form (faxed or e-mailed));</li></ul>
	(c) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days after the Circulation Date); and
	(d) that they will not be deemed to have agreed to the resolution if they fail to reply.
30.6	A written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Members.
30.7	Once a Member has signed and returned a written resolution in agreement thereto, that Members' agreement is irrevocable.
30.8	The Members may require the Organisation to circulate a written resolution.

30.8.1	The resolution must be requested by at least 5% of the Members. Requests must be in hard copy (posted or hand-delivered) or electronic form (faxed or e-mailed), must identify the resolution and may be accompanied by a statement not exceeding 1,000 words which the Organisation will also be required to circulate.
30.8.2	The Board may reject the resolution but must provide reasons for doing so to the members requesting the resolution.
30.8.3	If accepted, the Organisation must circulate the resolution and any accompanying statement within 21 days, and may require the requesting Members to cover the expenses it incurs circulating the resolution.
	MEETING ADJOURNMENT
31	The Chairperson of the GM may, with the consent of a majority of the Members voting (in person or by proxy), adjourn the General Meeting to such time, date and place as the Chairperson may determine.
	ORGANISATION MANAGEMENT
32	The affairs, property and funds of the organisation shall be directed and managed by a Board of Charity Trustees. The Board:
32.1	shall set the strategy and policy of the Organisation;
32.2	shall, where no employees or managers are appointed, be responsible for the day- to-day management of the Organisation;
32.3	shall hold regular meetings between each AGM, meeting as often as necessary to despatch all business of the Organisation;
32.4	shall monitor the financial position of the Organisation;
32.5	shall direct and manage the affairs and Property of the Organisation;
32.6	shall generally control and supervise the activities of the Organisation;
32.7	may, on behalf of the Organisation, do all acts which may be performed by the Organisation (other than those required to be performed by the Members at a GM);

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32.8	may exercise the powers of the Organisation; and
32.9	may not also be paid employees of the Organisation.
	INTERIM BOARD
33	Upon incorporation of the organisation, the individuals who signed the Charity Trustee declaration forms which accompanied the application for incorporation of the organisation shall be deemed to have been appointed by the members as Charity Trustees with effect from the date of incorporation of the Organisation.
33.1	The Interim Board shall retire at the first GM, which shall be held as soon as practicable following incorporation, but shall remain eligible for re-election (the period of office between the date of incorporation and the date of the first GM not being regarded as a "term of office" for the purposes of clause 36.5).
	COMPOSITION OF THE BOARD OF CHARITY TRUSTEES
34	The number of Charity Trustees shall be not less than three and the total number of Charity Trustees shall not be more than six.
	APPOINTMENT OF CHARITY TRUSTEES
35	From and after the first General Meeting of the organisation, the Board shall comprise the following individual persons (a majority of whom shall always be Elected Charity Trustees):
35.1	up to six individual persons elected as Charity Trustees by the Members in accordance with clause 36 ("the Elected Charity Trustees"), who must themselves be Ordinary Members; and
35.3	up to two individual persons co-opted in accordance with clause 37 ("the Co-opted Charity Trustees"), so as to ensure a spread of skills and experience within the Board.
35.4	Employees of the organisation may not be nominated as or become Charity Trustees.
	ELECTED CHARITY TRUSTEES
36	At the first General Meeting of the Organisation, the Members shall elect up to three individual Ordinary Members as Elected Charity Trustees.
36.1	Elected Charity Trustees must be nominated in writing by at least two Members. Such nominations must contain confirmation from the nominee that they are willing to act as an Elected Charity Trustee and must be delivered to the registered office of the Organisation at least seven days before the GM.
36.2	Each Member has one vote for each vacancy in the Elected Charity Trustees on the Board.
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36.3	Provided the first GM is not also the first AGM, there shall be no changes in the Charity Trustees at the first AGM (except to fill any vacancies left following the first GM or caused by retirals since the first GM).	
36.4	At the second and subsequent AGMs, one-third of the Elected Charity Trustees (rounding upwards if this is not a whole number) shall retire from office at the close or adjournment of that meeting.	
36.5	A retiring Charity Trustee shall be eligible for re-election after one term of office. A retiring Charity Trustee shall not be eligible for re-election after two consecutive terms of office until a period of one year in which they have not been a Charity Trustee has passed.	
36.6	The Elected Charity Trustee(s) to retire at an AGM shall be those who have been longest in office since their election/re-election (unless other Elected Charity Trustee(s) have agreed to retire at that AGM). As between Individuals who were appointed as Elected Charity Trustees on the same date, the Elected Charity Trustee(s) to retire shall be agreed between the Individuals appointed on the same date or determined by lot.	
	CO-OPTED CHARITY TRUSTEES	
37	Subject to clause 35, the Charity Trustees may appoint Individuals as Charity Trustee to ensure a spread of skills and experience within the Board ("Co-opted Charity Trustees") and may remove a Co-opted Charity Trustee at any time.	
37.1	A Co-opted Charity Trustee shall retire at the AGM following their appointment unless re-appointed by the Charity Trustees.	
37.2	A Co-opted Charity Trustee can be removed from office at any time by a simple majority of the Board.	
37.3	For the avoidance of doubt, a Co-opted Charity Trustee may participate fully in at all Board meetings which they attend, and is eligible to vote at them.	
	VACANCY	
38	The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Elected Charity Trustee from or after the date of such retiral or deemed retiral until the next AGM.	
	CHARITY TRUSTEES – GENERAL DUTIES	
39	Each of the Charity Trustees has a duty, in exercising functions as a Charity Trustee, to act in the interests of the organisation; and, in particular, must:	
39.1	seek, in good faith, to ensure that the organisation acts in a manner which is in accordance with its purposes;	
39.2	act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;	

39.3	in circumstances giving rise to the possibility of a conflict of interest between the organisation and any other party, put the interests of the organisation before that of the other party; where any other duty prevents them from doing so, disclose the conflicting interest to the organisation and refrain from participating in any deliberation or decision of the other Charity Trustees with regard to the matter in question;	
39.4	ensure that the organisation complies with any direction, requirement, notice or duty imposed under or by virtue of the Charities and Trustee Investment (Scotland Act 2005.	
40	In addition to the duties outlined in clause 39, all of the Charity Trustees must take such steps as are reasonably practicable for the purpose of ensuring:	
40.1	that any breach of any of those duties by a Charity Trustee is corrected by the Charity Trustee concerned and not repeated; and	
40.2	that any Charity Trustee who has been in serious and persistent breach of those duties is removed as a Charity Trustee.	
41	Provided they have declared their interest - and have not voted on the question of whether or not the organisation should enter into the arrangement - a Charity Trustee will not be debarred from entering into an arrangement with the group in which they have a personal interest; and (subject to clause 61 and to the provisions relating to remuneration for services contained in the Charities and Trustee Investment (Scotland Act 2005), they may retain any personal benefit which arises from that arrangement.	
42	No Charity Trustee may serve as an employee (full time or part time) of the organisation; and no Charity Trustee may be given any remuneration by the organisation for carrying out their duties as a Charity Trustee.	
43	The Charity Trustees may be paid all travelling and other expenses reasonably incurred by them in connection with carrying out their duties; this may include expenses relating to their attendance at meetings.	
	CODE OF CONDUCT FOR CHARITY TRUSTEES	
44	Each of the Charity Trustees shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the Board from time to time.	
44.1	The code of conduct shall be supplemental to the provisions relating to the conduct of Charity Trustees contained in this constitution and the duties imposed on Charity Trustees under the Charities and Trustee Investment (Scotland) Act 2005; and all relevant provisions of this constitution shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.	
	REGISTER OF CHARITY TRUSTEES	
45	The Board must keep a register of Charity Trustees, setting out for each current Charity Trustee:  a) the name of the Charity Trustee;	

	b) the address of the Charity Trustee;		
	c) the date on which they were appointed as a Charity Trustee; and		
	d) any office held by them in the organisation.		
45.1	Where a Charity Trustee is not an individual the register must also contain:		
	a) Any other name by which the Charity Trustee is known;		
	b) the principal contact for the Charity Trustee;		
	<ul> <li>any number assigned to it in the Scottish Charity Register (if it is a charity);</li> <li>and</li> </ul>		
	d) any number with which it is registered as a company, if it is a company.		
45.2	Where the Charity Trustee is appointed by OSCR under section 70A of the 2005 Act it must be recorded in the register.		
45.3	For each former Charity Trustee the register must set out, for at least 6 years from the date on which they ceased to be a Charity Trustee:		
	a) the name of the Charity Trustee;		
	b) any office held by the Charity Trustee in the Organisation; and		
	c) the date on which they ceased to be a Charity Trustee.		
45.4	The Board must ensure that the register of Charity Trustees is updated within 28 days of receiving notice of any change.		
45.5	If any person requests a copy of the register of Charity Trustees, the Board must ensure that a copy is supplied to them within 28 days, providing the request is reasonable; if the request is made by a person who is not a Charity Trustee of the Organisation, the Board may provide a copy which has the name and address of any of the Charity Trustees blanked out. The name of a Charity Trustee may only be blanked out if the Organisation is satisfied that including that information is likely to jeopardise the safety or security of any person or premises.		
	TERMINATION OF CHARITY TRUSTEES OFFICE		
46	A Charity Trustee will automatically cease to hold office if: -		
46.1	they give the Organisation a notice of resignation, signed by them;		
46.2	they become an employee of the Organisation;		
46.3	in the case of a Charity Trustee elected under clause 36 they cease to be a member of the Organisation;		
46.4	in the case of a Charity Trustee co-opted under clause 37 the Board under clause 37.2 vote to end the appointment;		

they become disqualified from being a Charity Trustee under the Charities and Trustee Investment (Scotland) Act 2005;  they are absent (without good reason, in the opinion of the Board) from more than three consecutive meetings of the Board - but only if the Board resolves to remove them from office;  they become incapable for medical reasons of carrying out their duties as a Charity Trustee - but only if that has continued (or is expected to continue) for a period of more than six months;  they are removed from office by resolution of the Board on the grounds that they are considered to have committed a material breach of the code of conduct for Charity Trustees (as referred to in clauses 44);  they are removed from office by resolution of the Board on the grounds that they are considered to have been in serious or persistent breach of their duties under section 66(1) or (2) of the 2005 Act;  they become prohibited from being a Charity Trustee by virtue of section 69(2) of the 2005 Act  they become prohibited from being a Charity Trustee by virtue of section 69(2) of the 2005 Act  they commit any offence under section 53 of the 2005 Act.  Clauses 46.9 and 46.10 apply only if the following conditions are met:  the Charity Trustee who is subject of the resolution is given reasonable prior written notice of the grounds upon which the resolution for removal is to be proposed;  the Charity Trustee concerned is given the opportunity to address the meeting at which the resolution is proposed prior to the resolution being put to a vote; and  at least two thirds of the Charity Trustees then in office vote in favour of the resolution.  CHAIRPERSON AND VICE-CHAIRPERSON  The Board shall meet as soon as practicable meeting immediately after each AGM or following the resignation of the existing Chairperson/Vice-Chairperson to appoint:  (a) an Elected Charity Trustee to chair Board meetings and GMs (the "Chairperson"), and  (b) an Elected Charity Trustee to chair Board meetings and GMs in the event that the Chairperson is no	Trustee Investment (Scotland) Act 2005;  they are absent (without good reason, in the opinion of the Board) from more than three consecutive meetings of the Board - but only if the Board resolves to remove them from office;  they become incapable for medical reasons of carrying out their duties as a Chart Trustee - but only if that has continued (or is expected to continue) for a period of more than six months;  they are removed from office by resolution of the Board on the grounds that they are considered to have committed a material breach of the code of conduct for Charity Trustees (as referred to in clauses 44);  they are removed from office by resolution of the Board on the grounds that they are considered to have been in serious or persistent breach of their duties under section 66(1) or (2) of the 2005 Act;  they are removed from being a Charity Trustee by virtue of section 69(2) of the 2005 Act  they become prohibited from being a Charity Trustee by virtue of section 69(2) of the 2005 Act  they commit any offence under section 53 of the 2005 Act.  Clauses 46.9 and 46.10 apply only if the following conditions are met:  the Charity Trustee who is subject of the resolution is given reasonable prior writt notice of the grounds upon which the resolution for removal is to be proposed;  the Charity Trustee concerned is given the opportunity to address the meeting at which the resolution is proposed prior to the resolution being put to a vote; and  at least two thirds of the Charity Trustees then in office vote in favour of the resolution.  CHAIRPERSON AND VICE-CHAIRPERSON  The Board shall meet as soon as practicable meeting immediately after each AGM or following the resignation of the existing Chairperson/Vice-Chairperson to appoint: (a) an Elected Charity Trustee to chair Board meetings and GMs (the "Chairperson"), and (b) an Elected Charity Trustee to chair Board meetings and GMs in the event that			
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the Chairperson is not present and willing to do so (the "Vice Chairperson").			"Chairperson"), and (b) an Elected Charity Trustee to chair Board meetings and GMs in the event that	
	48.1 In the event that:			
48.1 In the event that:		48.1	In the event that:	

	<ul> <li>(a) the Chairperson is not present and willing to act within 15 minutes of the time at which the GM/Board meeting is due to start, or no Chairperson is currently appointed; and</li> </ul>
	(b) the Vice-Chairperson is not present and willing to act within 15 minutes of the time at which the GM/Board meeting is due to start, or no Vice-Chairperson is currently appointed,
	the Charity Trustees present must appoint an Elected Charity Trustee to chair the GM/Board meeting.
	BOARD MEETINGS
49	The quorum for Board meetings shall be not less than 50% of all the Trustees, a majority of whom are Elected Charity Trustees. No business shall be dealt with at a Board meeting unless such a quorum is present.
49.1	A Charity Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, they are not entitled to vote.
49.2	The Board may make any arrangements in advance of any Board meeting to allow members to fully participate in such meetings so long as all those participating in the meeting can clearly comprehend each other; a member participating in any such means other than in person shall be deemed to be present in person at the Board meeting.
50	7 Clear Days' notice in writing shall be given of any meeting of the Board at which a decision in relation to any of the matters referred to in clause 30 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided.
50.1	All other Board meetings shall require not less than 7 days' prior notice, unless all Charity Trustees agree unanimously in writing to dispense with such notice on any specific occasion.
50.2	On the request of a Charity Trustee the Chairperson shall summon a meeting of the Board by notice served upon all Charity Trustees, to take place at a reasonably convenient time and date.
51	No alteration of the Clauses and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.
52	The Board may act notwithstanding any vacancy in it, but where the number of Charity Trustees falls below the minimum number specified in clause 34, it may not conduct any business other than to appoint sufficient Charity Trustees to match or exceed that minimum.
53	The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board or of its sub-committees.
54	The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to these Clauses, as it

	deems necessary and appropriate to provide additional explanation, guidance and governance to members/Charity Trustees.	
	VOTING AT BOARD MEETINGS	
55	The Chairperson of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote,	
55.1	Each Charity Trustee present (and who is eligible to vote) has one vote. In the event of an equal number of votes for and against any resolution at a Board meeting, the Chairperson of the meeting shall have a casting vote as well as a deliberative vote.	
55.2	A resolution in writing shall be as valid and effectual as if it had been passed at a meeting of the Board or of a sub-committee. A resolution may consist of one or several documents in the same form each signed by one or more Charity Trustees or members of any relative sub-committee as appropriate.	
	SUB-COMMITTEES	
56	The Board may delegate any of its powers to sub-committees, each consisting of not less than one Charity Trustee and such other person or persons as it thinks fit or which it delegates to the committee to appoint.	
56.1	Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Clauses for regulating the meetings and proceedings of the Board so far as applicable and so far as they are not superseded by any regulations made by the Board.	
56.2	Each sub-committee shall ensure the regular and prompt circulation of, the minutes of its meetings to all Charity Trustees.	
	CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND CHARITY TRUSTEES	
57	The income and property of the Organisation shall be applied solely towards promoting the Purposes and do not belong to the members. Any surplus income or assets of the Organisation are to be applied for the benefit of the Community.	
58	No part of the income or property of the Organisation shall be paid or transferred (directly or indirectly) to the members of the Organisation, or to any other individual, whether by way of dividend, bonus or otherwise, except in the circumstances provided for in clause 59.	
59	No benefit (whether in money or in kind) shall be given by the Organisation to any member or Charity Trustee except the possibility of:	
59.1	repayment of out-of-pocket expenses (subject to prior agreement by the Board);	

59.2	reasonable remuneration in return for specific services actually rendered to the Organisation (in the case of a Charity Trustee such services must not be of a management nature normally carried out by a Trustee of an Organisation);		
59.3	payment of interest at a rate not exceeding the commercial rate on money lent to the Organisation;		
59.4	payment of rent at a rate not exceeding the open market rent for property let to the Organisation;		
59.5	the purchase of property from any member or Charity Trustee provided that such purchase is at or below market value;		
59.6	the sale of property to any member or Charity Trustee provided that such sale is at or above market value; or		
59.7	payment by way of any indemnity, where appropriate in accordance with clause 67.		
60	Where any payment is made under clause 59, the terms of clause 61 must be observed.		
	PERSONAL INTERESTS & CONFLICTS OF INTEREST		
61	Whenever a Charity Trustee finds that there is a personal interest, as defined in sub- clauses 61.3 and 61.4, they have a duty to declare this to the Board meeting in question.		
61.1	A Charity trustee must not vote at a Board meeting (or at a meeting of a sub-committee) on any resolution which relates to a matter in which they has a personal interest or duty which conflicts (or may conflict) with the interests of the SCIO.		
61.2	It will be up to the Chairperson of the meeting in question to determine:		
	(a) whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or		
	(b) whether the Charity Trustee in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or		
	(c) whether the Charity Trustee in question should be required to be absent during that particular element of the meeting. Where a Charity Trustee leaves, or is required to leave, the meeting they no longer form part of the quorum for that meeting.		

61.3	An interest held by an individual who is "connected" with the Charity trustee under section 68(2) of the Charities and Trustee Investment (Scotland) Act 2005 (husband/wife, partner, child, parent, brother/sister etc) shall be deemed to be held by that Charity trustee;	
61.4	A Charity trustee will be deemed to have a personal interest in relation to a particular matter if a body in relation to which they are an employee, director, member of the management committee, officer or elected representative has an interest in that matter.	
61.5	The Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Organisation and, with the express prior written approval of the Charity Trustee or employee concerned, by members of the public.	
	FINANCES & ACCOUNTS	
62	The Board shall determine:	
62.1	which banks or building societies the bank accounts of the Organisation shall be opened with;	
62.2	how bank accounts shall be maintained and operated; and	
62.3	how cheques and other negotiable instruments, and receipts for monies paid to the Organisation, shall be signed, drawn, accepted, endorsed or otherwise executed.	
63	The Board shall cause accounting records to be kept for the Organisation in accordance with the requirements of the 2005 Act and other relevant legislation.	
63.1	The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board thinks fit and shall always be open to the inspection of the Trustees.	
63.2	The Board must prepare annual accounts, complying with all relevant statutory requirements, and must ensure the accounts are examined or audited, as appropriate, by a qualified examiner or auditor.	
63.3	At each AGM, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date (or, in the case of the first account, since the incorporation of the Organisation). The accounts shall be accompanied by proper reports of the Board.	

63.4	Copies of such accounts shall, not less than 21 clear days before the date of the General Meeting, be delivered or sent to all members, Charity Trustees, the Office Bearers and the auditor, or otherwise be available for inspection on the website or other location of the Organisation (with all members, Charity Trustees, the Organisation Secretary and the auditor being made aware that they are so available for inspection there).	
	NOTICES	
64	The Organisation may serve a notice on a Member in hard copy (addressed to the address given for that Member in the register of members, and posted or hand-delivered) or electronic form (faxed or e-mailed). A notice is deemed to have been served on the day following the day on which it is hand-delivered, posted faxed or e-mailed.	
65	The Organisation may communicate with a Member by electronic means (including fax and e-mail) unless the Member has requested that communications from the Organisation be sent in hard copy. The Organisation may publish notifications by means of a website provided the Organisation has advised Members of this and taken reasonable steps to notify Members who have informed the Organisation that they do not have internet access.	
	RECORDS OF MEETINGS	
66	The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of subcommittees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.	
	INDEMNITY	
67	Subject to the terms of the 2005 Act and without prejudice to any other indemnity, the Charity Trustees, or member of any sub-committee, the Organisation Office Bearers and all employees of the Organisation may be indemnified out of the funds of the Organisation against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may incur or sustain, in connection with or on behalf of the Organisation.	
	ALTERATION TO THE CLAUSES	
68	Subject to the terms of this clause, this constitution may be altered by a Special Resolution of the members passed in accordance with clause 29 or 30.3	

68.1	Any changes to the purposes set out in clause 4 are subject to written consent being obtained from OSCR (and its successors) in terms of section 16 of the Charities and Trustee Investment (Scotland) Act 2005	
68.2	The Board must notify OSCR (and its successors) of any changes to the constitution not relating to the purposes, in terms of section 17 of The Charities and Trustee Investment (Scotland) Act 2005	
	DISSOLUTION	
69	The Organisation may be wound up or dissolved only on the passing of a Special Resolution for that purpose in accordance with clauses 29 and 30.4, and subject to written consent being obtained from OSCR.	
69.1	If, on the winding-up of the Organisation, any property or assets remains after satisfaction of all its debts and liabilities, such property shall be given or transferred to such other community body or bodies or charitable group, which has purposes which resemble closely the purposes of the Organisation, as may be:	
	(a) determined by not less than two thirds of the Ordinary Members of the Organisation voting (in person or by proxy) at a General Meeting called specifically (but not necessarily exclusively) for the purpose; and	
	(b) approved by OSCR (and its successors).	

#### **COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015**

#### FALKIRK COUNCIL ASSET TRANSFER REQUEST FORM

#### **IMPORTANT NOTES:**

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

Any Community Body interested in making an Asset Transfer Request is advised to contact the Asset Team on <a href="mailto:strategicpropertyreview@falkirk.gov.uk">strategicpropertyreview@falkirk.gov.uk</a> before making the request so that we can discuss your proposal.

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

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

When completed, this form should be emailed to <a href="mailto:strategicpropertyreview@falkirk.gov.uk">strategicpropertyreview@falkirk.gov.uk</a> or sent to

The Asset Team

Falkirk Council

4 Stadium Way

**Falkirk** 

FK2 9EE

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

1.1 Name of the CTB making the asset transfer request

Central Football Foundation			
1.2 CTB address. This should be the registered address, if you have one.			
Postal address:			
[REDACTED]			
[REDACTED]			
Postcode:			
[REDACTED]			
1.3 Contact details. Please provide the name and contact address to which correspondence in relation to this asset transfer request should be sent.			
Contact name: [REDACTED]			
Postal address: [REDACTED] [REDACTED]			
Postcode:			
[REDACTED]			
Email: [REDACTED]			
Telephone: [REDACTED]			

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

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

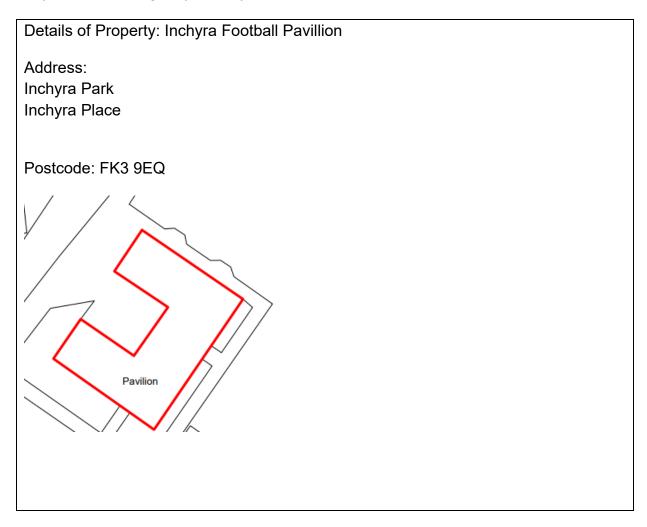
1.4	Please mark an "X" in the relevant box to confirm the type of CTB and its official number, if it has one.			
	Company and its company number is			
X	Scottish Charitable Incorporated Organisation (SCIO) and its charity number is	SC053405		
	Community Benefit Society (BenCom) and its registered number is			
	Unincorporated organisation (no number)			
Please CTB is 20 me	Please attach a copy of the CTB's constitution, articles of association or registered rules.  Please note that under The Community Empowerment (Scotland) Act 2015, where a CTB is seeking ownership rather than a lease, the organisation must have at least 20 members. See the Scottish Government's Guidance for Community Transfer			
Bodie 4.5				
1.5	Has the organisation been individually designated as a community transfer body by the Scottish Ministers?			
No	X			
Yes				
Please give the title and date of the designation order:				
1.6	1.6 Does the organisation fall within a class of bodies which has been designated as community transfer bodies by the Scottish Ministers?			
No Yes X If yes what class of bodies does it fall within?				
Charit	Charity			

#### Section 2. Information about the land and rights requested

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

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

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



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

UPRN: 136078925

# Section 3. Type of request, payment and conditions

3.1 Please tick what type of request is being made:
for ownership (under section 79(2)(a)) - go to section 3A
$\chi$ for lease (under section 79(2)(b)(i)) – go to section 3B
for other rights (section 79(2)(b)(ii)) - go to section 3C
3A – Request for Ownership
What price are you prepared to pay for the land requested?
Proposed price:
Please attach a note setting out any other terms and conditions you wish to apply to the request.
3B – Request for Lease What is the length of lease you are requesting?
20 years
How much rent are you prepared to pay? Please make clear whether this is per year or per month.
Proposed rent: £1 per year

Please attach a note setting out any other terms and conditions you wish to be included in the lease, or to apply to the request in any other way.
3C – Request for other Rights
What are the rights you are requesting?
Do you propose to make any payment for these rights?
Yes □
No 🗆
If yes, how much are you prepared to pay? Please make clear what period this would cover, for example per week, per month, per day?
Proposed payment: £ per
Please set out any other terms and conditions you wish to apply to the request.

#### **Section 4. Community Proposal**

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

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

#### 4.1.1 Objectives of Project

Our key objectives is to ensure that we can continue to offer children, young people and adults who are currently members of the organisation to continue to be able to participate in football related activities and all the benefits that this brings from a social, mental and physical wellbeing perspective.

#### 4.1.2 Why there is a need for your Project?

Inchyra Pavilion has been our home since 2016 and we wish to be in a position to continue using the facility to enable the football club to continue and ensure that we continue to give the opportunity for children, young people and adults to participate in football activities.

Under the rules of the Scottish Youth Football Association and the Scottish Womens Football Association clubs who are participating in football matches must provide access to toilet and changing facilities. If the Inchyra pavilion was to close then the football pitches associated with the pavilion would be rendered redundant as it would not be possible for football games or training activities to be held.

In this scenario we would be looking at the current participants which is excess of 150 children, young adults and adults being deprived the opportunity to continue being members of the Central Football Foundation and continue playing with the various teams across the Foundation.

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

We have already carried out improvement work over the last few years which have included upgrading the changing rooms, putting in new doors, decorating the interior of the building, putting in new toilets

Other work development work that we would initially be looking to undertake as part of the asset transfer would be to install new windows in all the changing rooms which would improve the look of the building (currently some of the windows are boarded up or have broken glass) but also provide a more welcoming feel to teams using the changing rooms. We would also be looking to put in energy efficient lighting in the changing rooms as well a sensors for the lights.

#### 4.1.4 What activities will take place?

We currently have 21 teams within the Foundation. With the age range of players running from age six to adult. We have both male and female teams. These teams all participate in at least two training nights per week and participate in football matches at the weekends through our membership of Scottish Womens Football and Scottish Youth Football Association.

We also intend to continue running our Easter and Summer camps which provide children and young people to participate in footballing activities during the school holidays. Over the last few years, we have worked with Falkirk Council and the Grangemouth schools to offer free places at the camps to children where their family circumstances might be a barrier to them being able to participate in such activities.

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

The nature of the Inchyra pavilion does not lend itself activities other than football. It consists of a number of changing rooms and toilet facilities.

There is no scope to groups looking to hire it out to hold meetings or functions. We would however look to allow other football clubs to hire out the pavilion if they were playing a football match on a pitch at Inchyra.

One part of the building is currently occupied by the Young Protonian Theatre Company who use it as storage for costumes and props. We would be looking to continue with them renting the part of the pavilion and are in discussions with them regarding a leasing agreement being put in place which is agreeable to both parties.

4.1.6 What provision will be provided for people with disabilities? As an inclusive organisation we currently have children and young people With ADHD, Autism, mental health issues hearing impairments actively Participating in football activities through training and playing in matches.

4.1.7 Any other relevant information?

#### Benefits of the proposal

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

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

In this section, please explain how the project will benefit your community, and others. Please refer to the Scottish Government <u>guidance</u> on how the Council will consider the benefits of a request.

Please explain how the project will benefit your community by detailing how your project will promote or improve:-

#### 4.2.1. Economic development/income generation

There are a number of people who attend the site regularly as part of the football activities that happen at the football pavilion. Many of these people purchase food and drinks from local shops while visiting the site which provides an added income stream for local businesses.

People who are attending the football matches from out with the Falkirk/Grangemouth at weekends may visit attractions such as the Kelpies or Falkirk Wheel while they are in the area or go shopping in the Retail park.

#### 4.2.2. Regeneration

The closure of the pavilion would degenerate the area, losing all the benefits that this proposal brings.

#### 4.2.3. Public Health

By improving the overall health of the community, our group aims to help ease the pressure on public and social services, and on other facilities. By engaging in regular social activities, our community can reduce stress, improve mood, and gain a sense of purpose. Physical activities we provide for children of different age groups help maintain physical health and mobility for all those who attend them. Together, these benefits contribute to a healthier, happier, and more connected community. When individuals have access to programmes that support their social, mental, and physical health, they are less likely to require intervention from public services. This proactive approach to community health not only benefits individuals, but also reduces the burden on public resources, allowing them to be allocated more effectively, to areas where they are needed the most.

Regular social activities can reduce stress, improve mood, and provide a sense of purpose, which can decrease the reliance on health services.

Offering educational programs on nutrition, mental health, and preventative care can empower residents to take control of their health. The community centre can collaborate with local health services to provide accessible health screenings, vaccinations, and other essential services. This can be particularly beneficial in ensuring that vulnerable populations receive the care they need.

#### 4.2.4. Social Wellbeing

The activities and social interactions facilitated by Central Football Foundation will contribute significantly to both the mental and social wellbeing of our community. We provide a safe space for the local community to meet and engage with each other through our training, matches, activities and events.

Offering volunteer opportunities within the football club can enhance social cohesion and provide residents with a sense of purpose. Volunteering can help individuals develop new skills, gain confidence, and feel more connected to their community.

By facilitating intergenerational activities, our football club can bridge the gap between different age groups. Intergenerational activities can foster mutual understanding and respect and provide opportunities for learning and mentorship.

#### 4.2.5. Environmental Wellbeing / Environmental Benefits

We will be looking to install new windows in all the changing rooms. Currently most of the changing room windows are either broken or there is no glass in the window which leads to heat loss. By installing new windows in each of the changing rooms it will not only improve the look of the building both internally and externally it will reduce the energy costs as there will be less reliance on having to have the heating on within the changing rooms and the building.

We will also be looking to install energy efficient lighting and have the lighting working on sensors which would lead to the reduction of instances of people using the changing rooms neglecting to switch of the lights.

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

Over the last few years, we have worked with Falkirk Council and the Grangemouth schools to offer disadvantaged children and young people the opportunity to participate in our Easter and Summer camps free of charge. This has given them to participate in football activities which they might not have been able to do due to family circumstances. As well as giving them the opportunity to participate in the activities we also provide them with lunch during the camp. Please see the supporting letter from [REDACTED], Falkirk Council Transformation, Communities & Corporate Services.

As an inclusive organisation we strive to ensure we are reducing inequalities. We run teams and football activities for both male and female players. There are players with ADHD, Autism, mental health issues, hearing implants fully participating in our teams.

We don't discriminate on the basis of race, religion, gender or ability.

Currently we have a young female player with mental health issues who had to give up playing due to an injury. We have got her involved in coaching within the Foundation which has helped greatly with regards her mental health as evidenced by the supporting statement from her mum.

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

The membership is predominantly made up of people from the Grangemouth/Falkirk area which means that the Foundation is locally led and engaged.

As part of our constitution regular meetings will be held with the membership and they will be fully involved in decision making.

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

We will monitor this through the following:

Number of players at the club

Number of new players recruited

Regular engagement with membership

Introduction of new activities such as walking football, women's recreational football

Number of new volunteer coaches recruited

4.2.9 Any other relevant information?

#### Restrictions on use of the land

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

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

Part of the pavilion is currently occupied by the Young Protonian Theatre Company and we would be looking for them to continue occupying that part of the building.

We don't have any development plans which would be impacted by the continued occupancy of the YPTC in part of the pavilion building.

# Negative consequences

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

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

The Young Protonian Theatre Company currently occupy part of the Inchyra Pavillion. If our request is successful then we are looking to continue with the YPTC occupying the part of the building that they are currently in.

A formal rental agreement is being drawn up between Central Football Foundation and YPTC. We are currently engaging with them with regards this.

# Capacity to deliver

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

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

4.5.1 Has your organisation or any of its members managed projects or owned / leased property/land prior to this?
Yes X
No 🗆
Please provide details of:
4.5.2 Skills and experience of the members of the organisation
We will be able to draw upon the following skills and experiences from within the wider membership.
Marketing & Communications Financial Management Project Management Plumbing Joinery Electrical
Trustees & Board members Biographies

# [REDACTED]

Treasurer and Finance & Property Convenor of Grahamston United Church since 2015. Responsible for overseeing the generation of income from hall lets and fund-raising activities. Over thirty years' experience working in Marketing across Financial Services and Utilities

Past Chairman of Falkirk Round Table and current member of Falkirk 41 Club. Former Chairperson of Falkirk High parent council. Boys Brigade officer since 1990.

# [REDACTED]

[REDACTED] has a number of year's experience in the Facilities Management and is therefore well place to support the Foundation in terms of managing the Inchyra Pavilion. He has a network of contacts that can be utilised by the Foundation.

# [REDACTED]

[REDACTED] is a qualified mental health practitioner and currently works for a children's charity as well as acting as the Foundations Child Wellbeing Officer. She also has a background in events management and is responsible events on behalf of the Foundation.

# [REDACTED]

**[REDACTED]** works with the Big Bad Wolf Theatre Company and is involved in fund raising and event planning.

# [REDACTED]

[REDACTED] has a number of years' experience of running football camp experience both in the UK and America. He is responsible is for running our Easter and Summer Camps as well as looking at how the Foundation can grow in terms of expanding into Walking Football, Pan Disability for example etc

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

Solicitor

Accountant

As part of the CAT application process, we have engaged with Falkirk District CVS, Falkirk Council CAT and Strategic property team

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

We have leased the Inchyra pavilion from Falkirk Council since 2016.

We have leased the football part of the Zetland pavilion from Falkirk Council since 2023.

4.5.5 Please detail how you plan to manage the building?

The building will be manged by the members of Central Football Foundation.

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

# Section 5. Level and nature of support

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

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

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

We are active members of the Grangemouth Sports Hub which brings together sports organisations to share ideas and work collaboratively.

We engage with the Grangemouth schools cluster to get children involved with football related activities through our Easter and Summer Camps.

We have undertaken engagement with the Friends of Inchyra Park through Facebook. Please see the engagement appendix.

- 5.1.2 Have you consulted with other local stakeholder groups or agencies? Please provide evidence.
- 5.1.4 Have you been in contact with any other communities or community groups that may be affected? Please give details.

We have agreed with Young Portonian Theatre Group that they will continue to retain access to the part of the Inchyra pavilion that they currently occupy. We are working towards putting the formal rental agreement in place.

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

# **Section 6. Financial Viability of Project**

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

### Please submit

- at least 1 year's audited accounts to evidence your organisations financial stability (if available)
- where audited accounts are not available (for instance for new groups) please provide a bank statement.
- a projected 5 year income and expenditure account
- a cash flow forecast for the proposed asset transfer.
- 6.1 Please outline the Policies and Procedures your organisation has in place to govern the group's finances

Income & Expenditure spreadsheet will be maintained to document all income & expenditure. This will be reviewed at the monthly membership meeting.

The accounts will be audited by a professional firm of accountants before each annual submission to OSCR.

# Section 7. Funding

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

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

# 7.1.1

Please see the five-year income spreadsheet.

### 7.1.2

N/A

# 7.1.3

Scottish FA Facilities Fund – Community Football Spaces\* Falkirk Council Enablement Fund

Apache North Sea Limited

\*50% funding has already been secured.

# 7.1.4

Membership contributions

Sponsorship

Fund raising

# 7.1.5

Funding through what is shown on the five-year income spreadsheet.

Increase in membership contributions as we continue to grow the number of teams and introduce new activities such as walking football.

Volunteering Hours	Rate	Hours	Year 1 Benefit	Year 2-3 Benefit	Year 4-5 Benefit
Board of Trustees*	£20	208	£4,160	£4,160	£4,305.60
Volunteers**	£20	1296	£25,920	£25,920	£26827.20
	Total	1504	£30,080	£30,080	£31,132.80

<sup>\*</sup>Based on 1 trustee at 4 hrs per week over 52 weeks.

Our plan for Community Asset Transfer will benefit the public health and social wellbeing in the area.

(Calculation for Years 2-5 are using an inflationary increase of 3.5% per annum).

Contina	0	Enablement Fund	~
SOCTION	~	Enaniament Film	л.

<sup>\*\*</sup>Based on 3 lead coaches working 9 hours per week over a 48 weeks.

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

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

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

Enablement Fund request for larger capital renewals which support the viability of the CAT					
Item	Estimate Provided By	Total Cost (incl. VAT)	Enablement Fund	SFA Facilities Fund	
Windows Supply & fit white PVC windows	[REDACTED]	£12,318	£6,159	£6,159	
Roof Improvements to the roof	[REDACTED]	£32,000	£16,000	£16,000	
Total including VAT		£44,318	£22,159	£22,159	

# **Checklist of accompanying documents**

To check that nothing is missed, please tick which additional documents are accompanying this form.
□Section 1 – You <u>must</u> attach your organisation's constitution, articles of association or registered rules
$\square$ Section 2 – Any maps, drawings or description of the land requested
$\square$ Section 3 – Note of any terms and conditions that are to apply to the request
$\square$ Section 4 – Any additional evidence regarding your proposals, their benefits, any restrictions on the land or potential negative consequences, and your organisation's capacity to deliver.
☐Section 5 – Evidence of community support
□Section 6 – Financial – Copies of accounts, forecasts, etc
□Section 7 – Funding – Copy of Business Case etc
□Section 8 – Enablement Fund – copies of estimates

# **Declaration**

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

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

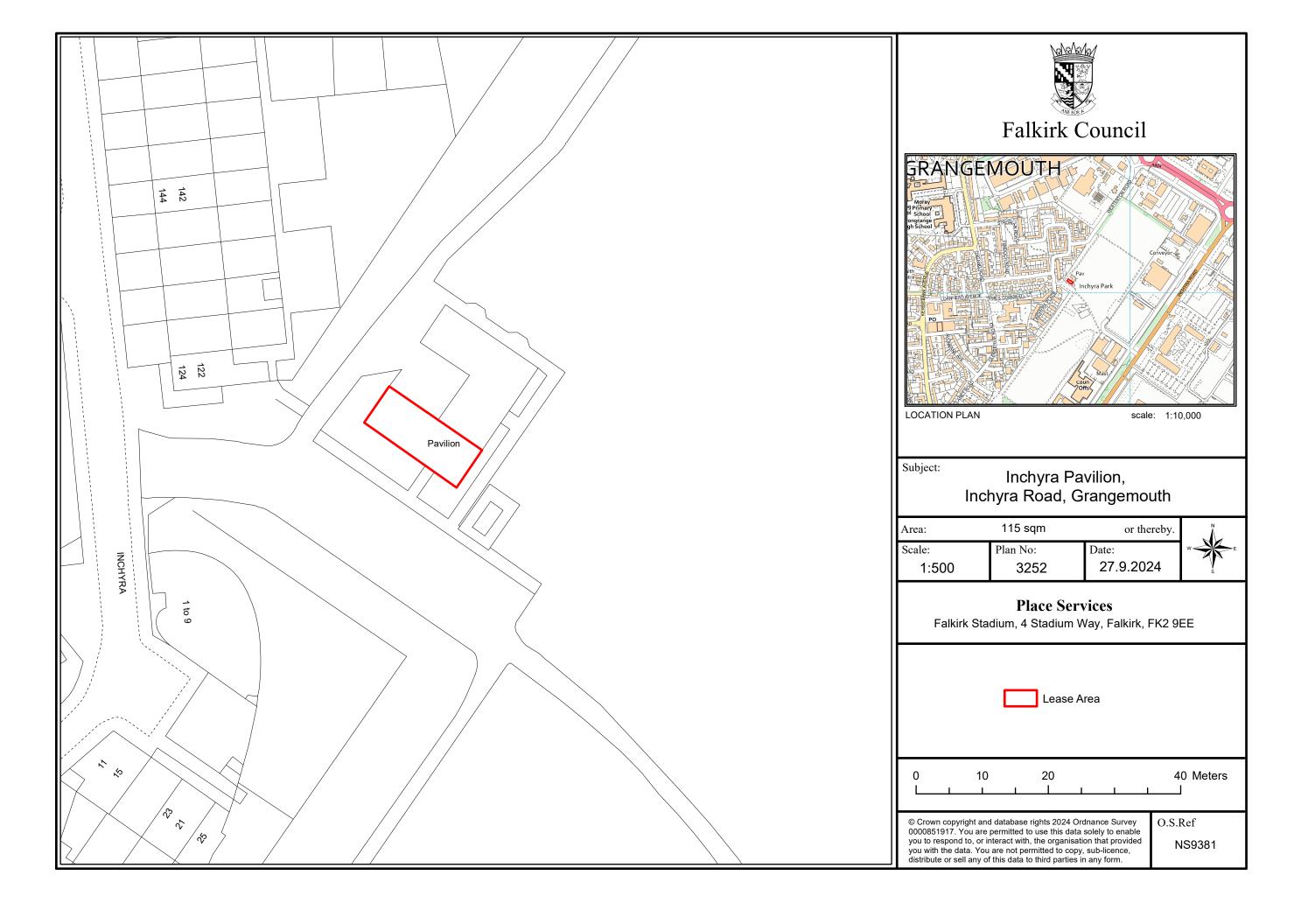
We, the undersigned on behalf of the community transfer body as noted at Section 1, make an asset transfer request as specified in this form.

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

Name [REDACTED]

Address [REDACTED]

Date 23/05	/2025
Position Tru	stee
Signature [F	REDACTED]
Name	[REDACTED]
Address	[REDACTED]
Date	
Position	
Signature	[REDACTED]



# Central Football Foundation Business Plan

SC053405

October 2024

Version 3





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# **Financial Appendices**

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# **Community Asset Transfer Application Form**



# Central Football Foundation Business Plan

# 1. Introduction

Central Football Foundation are located at Inchyra Pavilion, Grangemouth FK3 9EY. The organisation was formed in January 2014 as Central Football Academy and is now known Central Foundation.

Since 2014 we have provided the opportunity for children and young adults both male and female of all backgrounds and ability to participate in football related activities from training, playing in organised matches as well as through our Easter and Summer football camps. We currently have in the region of 270 young people and adults actively involved in football related activities.

Inchyra Pavilion became our home in 2016 and since we moved there, we have undertaken significant improvements to the interior and exterior of the building. This

The group have been working together to form a plan of action in support of retaining the Inchyra Pavilion through a Community Asset Transfer lease agreement with Falkirk Council.

Current valuation of the building is £45,000. We propose to pay the value of £1 per calendar year in rent.

Our current and future aims are:

- Continue to provide access to football related activities to boys, girls and young adults
- Continue to engage with the local community and groups as well as exploring new
  opportunities for this. We have supported and participated in the Grangemouth gala day. We
  have also worked with local schools in conjunction with Falkirk Council to offer free places
  and lunch at our Easter and Summer camps. This has allowed children to participate in
  sporting activities who might not have the opportunity due to family circumstances which
  would make such participation prohibitive.
- Widen the participation in spirting activities by looking at offering such things as walking football.

We want to Community Asset Transfer the following Falkirk Council Property:

Inchyra Pavilion, Grangemouth FK3 9EY

UPRN (Unique Property Reference Number): 136078925

We are aware that The Young Portonian Theatre Group who currently lease one part of the Inchyra Pavilion from Falkirk Council have registered an interest in a Community Asset Transfer. Central Football Foundation engaged with YPTC with regards to us progressing with the Community Asset Transfer and themselves becoming tenants allowing them to continue to use the part of the building they currently occupy.



We are unaware of any restriction on the use of the asset, designation, or listing, that would prohibit Falkirk Council from disposing of the asset

The proposed plan will keep the proposed asset in community usage, and we will strive to make it an ongoing success.

# 1.1. Proposal Objectives

Our key objectives are to offer children within the local community an opportunity to participate in football activities quality and to continue to build a successful community football club, giving it a financially secure future.

The Group will carry out all its activities with the Falkirk Plan 2021 – 2030, at the forefront of our minds when our strategic priorities are agreed upon, wherever practicable, with reference to page 21, 'outcome 12: fewer people struggle with feeling socially isolated or lonely.'

Policy/Plan:	Priorities:	Actions:	Outcome/Indicator:	Our Contribution:
The (Falkirk) Council Plan 2022-2027	Supporting stronger and healthier communities:  Local communities will build on their energy, knowledge and expertise to shape and create neighbourhoods to be proud of and services that meet their needs.	Falkirk Council will Encourage and support local third sector organisations to increase and develop community owned assets through the management and operation of community halls, centres and other public assets available for community transfer;  Provide support to community projects and partner agencies to help with transforming/improvin g local areas and amenities for the benefit of local communities.	More communities taking control over the places they meet in (asset transfers);  More anchor organisations established in communities.	Engaging with relevant organisations – Falkirk Council, CVS Falkirk, COSS etc – to take advantage of the support offered during this process and to ensure our planning for CAT is as robust and sustainable as possible and to build the capacity of our group for what the future holds;  Through community ownership we are working towards becoming a local anchor organisation, rooted in serving the local community. We aim to offer opportunities for young people to join Central Football Academy and ensure the services and activities that take place are available for our community for many years to come. We are building our knowledge and skills in finding and securing funding that can be brought to our community, for their benefit, through our organisation.
Falkirk Health and Social Care Partnership	Community- based services;	Enhance services to improve the 'flow' through hospital settings, prevent	People have the opportunity and choice to access local services and	Early intervention and prevention will support many activities: including the benefits of physical activity



Strategic Plan 2023- 2026	Early intervention and prevention.	admission, and promote independent living;  Minimise the harm of long-term health conditions, ill mental health, substance use or neglect through early action.	supports, which will enable them to live well in the community. This will include a range of options, from informal community supports through to statutory services, designed and delivered through collaboration between health and social care professionals, third sector partners and communities. These services and supports will be person-centred, helping people to improve and maintain their health, wellbeing and quality of life.	through our midweek training sessions and weekend games.  Central Football Academy will be a central hub for information for people in the community through easily accessible signposting information, leaflets, working with partners to bring information to people in the local community.
The Falkirk Plan 2021- 2030	Community-led organisations are stronger and more independent (T1/O2);  More decisions are made together at local level (T1/O3);  Social, community and economic planning focusses on place, and reflects the needs and aspirations of the people that live there (T1/O4);  People of all ages have equal opportunity to	Work with local community bodies to widen opportunities to access funding, and help them apply for funding;  Improve pathways for communities to access Community Asset Transfer and Participation Requests and promote these tools to community bodies;  Support Anchor /Hubs/community organisations to establish and /or develop across Falkirk;  Improve digital inclusion amongst young people and families in the most deprived areas, and within priority groups;	Funds invested in communities by partners;  There will be successful completed Community Asset Transfers/Number of Asset Transfers across Partners;  Number of activities targeted at vulnerable groups.	We have been engaging with support offered, getting the backing of our community through engagement and collaboration. The board plan to undertake training such as digital training with external training providers such as Business Gateway. This will strengthen our Board and make it more reflective of the community we live in through open recruitment/engagement events.  By taking ownership of our community asset, this will strengthen the ability to meet the needs of the people that live in the local area, increased opportunities for local volunteering, participation and support.  By providing a local facility, the people in the area will benefit from services they would otherwise have to



access digital services and have the skills and confidence to safely participate online (T2/05)	Work with the third sector to create mechanisms to identify people that may be experiencing poverty but aren't known to the system;	travel to. This will make it far more accessible to the local community.
Individuals and families affected by poverty have access to joined-up, multi agency support services, and know how and where to access them (T2/07);  Fewer people struggle with the costs of food, fuel and transport (T2/08);  Fewer people struggle with feeling socially isolated or lonely (T3/012).	Ensure people have access to affordable food, including emergency food provision;  Improve support and activities targeted at groups at higher risk of feeling isolated or lonely, and increased awareness of support and opportunities available.	

# 1.2. Benefits for the Local Community

We work with the community, for the community. We will continue to develop partnerships with local organisations, service providers and community groups.

Our vision is to provide youth football activities that help deliver long-term, social, economic, sustainable and environmental benefits to the local community.

### Our values are based on:

- Working in an inclusive and respectful manner, not discriminating against anyone
- Being a not for profit organisation and investing any surplus in the advancement of facilities and our services for the local community
- Being community led



• Innovative and proactive approach to local people's needs

### Our objectives are:

- To improve health and wellbeing of the local community
- Provide increased social benefits
- Empower our community and families
- Reduce poverty in the area by providing essential services to help the wellbeing of the community
- Provide an affordable service for children to help alleviate child poverty in the area

# 2. The Group status

The charity is called Central Football Foundation and has the legal status of a Scottish Incorporated Charity, SC053405.

We are a 2-Tier membership organisation and are run by a board of trustees and a membership. The members of the organisation shall consist of those individuals who made the application for registration of the organisation and such other individuals and groups as are admitted to membership. The building will initially be maintained and managed by volunteers from our membership group, however, we may in the future look at employing an individual to manage the building.

We have Public Liability insurance for £10 million annual cover.

We are initially seeking a 20-year lease with the option of purchasing during the length of the lease.

### 2.1. Exemptions

We will seek the following exemptions/reliefs as a registered charity: VAT
Full rates relief
Water charges

### 2.2. Initial Development Plan

Inchyra Pavilion has been used by our organisation since 2016 and we have carried out several improvements to make it feel a proper home these improvements have included upgrading the changing rooms so that they were suitable for use by our own teams and visiting teams, installing new toilets, painting the floors each year, replacing entrance doors, carrying out roof repairs and fencing off the yard area at the side of the building.

We will look make further improvements to the pavilion by installing new PVC double glazed windows to replace the current windows which are over 30 years old with several of the windows missing glass and boarded up with plywood.



# 3. Market Information

# 3.1. Products and Services

The pavilion will continue to provide a home for Central Football Foundation and allow it to continue providing access to our current activities within the local community whilst looking at widening the participation through the introduction of other activities such as walking football.

# 3.2. Market

Our target market is children, young people and adults within Falkirk and Grangemouth. We currently run age groups from 6-year-olds upwards across both boys and girls. We also have a women's team.

# 3.3. Competition

We are a well-established organisation with a committed membership. The only competition we face would be members leaving to join another football club we do not see this as a major issue as we have always managed to remain at a steady membership in the mid-200s over the last few years. We have also recently started teams at the 2017 & 2017 age groups.

# 3.4. SWOT Analysis

<u>Strengths</u>	<u>Weaknesses</u>
Established football organisation with strong membership.	Repair work required to improve facility.
Dedicated volunteers with a wide range of skills and expertise.	
Strong relationships with the local community.	
Ability to retain and build on our current membership	
<u>Opportunities</u>	<u>Threats</u>
Increase engagement with local community groups.  Increased engagement with local schools and offering free football coaching to pupils facilitated by Central coaches  Introduce new activities such as walking football and over 70s football for both men and women	Rising utility costs.  Reduction in membership which would reduce available funds.  Cost of living impacting ability of members to pay monthly membership fee.



# 3.5. Potential Negative Consequences

We foresee no external Negative Consequences for the wider community, as we are maintaining the pavilion with no planned change of use.

# 3.6. Community Engagement

We have supported and participated in the Grangemouth gala day. We have engaged with local schools to offer free places at our Easter and Summer camps to pupils where the cost of participation would be prohibitive due to family circumstances

We are members of the Grangemouth Sports Hub which brings together different sporting groups in the Grangemouth area.

During the pandemic we organised free food deliveries within the local community.

Our members have supported Strathcarron through various initiatives.

We have also utilised local community venues for our presentation nights, annual photoshoot, running first aid courses and fund-raising events. This has allowed theses venues to generate funds.

(We're just collating the results of a poll/questionnaire that we have recently undertaken amongst our current members, we're also waiting on feedback in respect of the work that we've done with local schools in respect of the Easter and Summer camps that we have offered to disadvantaged school children).

### 3.7. Marketing Activities

We will continue to promote our football related activities through our website and social media channels as a means of growing our membership and increasing participation in sport within the local community.

# 3.8. Prices and Margins

Our main source of regular income is from the monthly membership fee this allows us to sufficiently cover the cost of the activities that we currently provide.

Product/ Service	Selling Price £
Monthly membership	£35

# 3.9. Community Asset Transfer Plan

We will endeavour to put in place relevant permissions, funding, and partnerships during the asset transfer process.



Volunteering Hours	Rate	Hours	Year 1 Benefit	Year 2-3 Benefit	Year 4-5 Benefit
Board of Trustees*	£20	208	£4,160	£4,160	£4,305.60
Volunteers**	£20	1296	£25,920	£25,920	£26827.20
	Total	1504	£30,080	£30,080	£31,132.80

<sup>\*</sup>Based on 1 trustee at 4 hrs per week over 52 weeks.

Our plan for Community Asset Transfer will benefit the public health and social wellbeing in the area.

(Calculation for Years 2-5 are using an inflationary increase of 3.5% per annum).

Community Benefit		Year 1	Year 2-3	Year 4-5
Economic development/inc ome generation	Our football club provides essential services that might otherwise be inaccessible due to the financial constraints of our local community. We are a volunteer run club and the opportunities we provide to volunteers will help residents develop new skills and gain valuable work experience. Volunteering can serve as a stepping stone to future employment, enhancing the employability of individuals and contributing to the overall skill level of the community. Offering educational and training programs can help bridge the gap for those who are not in full-time education or employment.  Our football club fosters social cohesion and well-	£2,000	£4,212	£4,512
	being, which are essential for a thriving economy.			
Regeneration	By taking community ownership of Inchyra Pavilion, we will look to regularly maintain the interior and exterior of the pavilion. We have carried out several improvements to make it feel a proper home. These improvements have included upgrading the changing rooms so that they were suitable for use by our own teams and visiting teams, installing new toilets, painting the floors each year, replacing entrance doors, carrying out roof repairs and fencing off the yard area at the side of the building.  We will look make further improvements to the pavilion such as installing new windows to replace the existing ones, upgrading the toilet facilities, installing energy efficient lighting in all area of the building, installing outside security lights, installing a kitchen	£2,250	£4,739	£5,077

<sup>\*\*</sup>Based on 3 lead coaches working 9 hours per week over a 48 weeks.





recycling programs. These activities can foster a sense of community pride and responsibility, encouraging residents to take an active role in protecting their local environment.			
Total	£52,75 0	£111,1 03	£119,0 17

The below table highlights how our plans for community asset transfer will ensure savings of Falkirk Council.

Direct Savings	Cost	Year 1 Benefit	Year 2-3 Benefit	Year 4-5 Benefit
Utilities	£3500	£3500	£7500	£7500
Insurance	£1500	£1500	£3000	£3000
Maintenance Costs	£500	£500	£1000	£1000
Staffing (direct/indirect)				
	Total	£4500	£11500	£11500

Proposed start-up costs, access to Falkirk Council's Enablement Grant, projected capital costs, and ongoing annual costs.

Planned Purchases for New Activities						
Item Date Cost Funder						
		£				
		£				

Start Up Costs					
Item	Date	Cost	Funder		



Enablement Fund request for larger capital renewals which support the viability of the CAT					
Item	Estimate Provided By	Total Cost (incl. VAT)	Enablement Fund	SFA Facilities Fund	
Windows	[REDACTED]	£12,318	£6,159	£6,159	
Supply & fit white PVC windows					
Roof Improvements to the roof	[REDACTED]	£39,288	£19,644	£19,644	
То	tal including VAT	£51,606	£25,803	£25,803	

The Foundation asked [REDACTED] of [REDACTED] to scope out the work required in relation to replacing the windows at the Inchyra Pavilion, this was based on his background and knowledge (he project managed the refurbishment of Woodlands games hall on behalf of the Falkirk Foundation during the time that he coached there). [REDACTED]'s role within the Foundation is in a voluntary capacity as the coach of our Women's team. He is not a trustee or committee member and therefore has no decision-making powers within the Foundation.

Ongoing Costs	
Item	
PAT Testing	£500
Fire Extinguishers	
Security	
Trade Waste	
Accountant/Auditor	£1500
Cleaning Materials/Cleaner	£1000
Insurances	£2000
Sundries	
Phone/Internet	
Utilities	£3500
Rates	TBC

13



Sanitary

# 4. Location

The business will operate from Inchyra Park Pavilion, Grangemouth FK3 9EY.

# 4.1. The Building









# 5. People

We have an experienced board who have volunteered within the community for many years and have good links with local community.

We will be able to draw upon the following skills and experiences from within the wider membership.

Marketing & Communications Financial Management



Project Management Plumbing Joinery Electrical

### [REDACTED]

Treasurer and Finance & Property Convenor of Grahamston United Church since 2015. Responsible for overseeing the generation of income from hall lets and fund-raising activities. Over thirty years' experience working in Marketing across Financial Services and Utilities

Past Chairman of Falkirk Round Table and current member of Falkirk 41 Club. Former Chairperson of Falkirk High parent council. Boys Brigade officer since 1990.

### [REDACTED]

[REDACTED] has a number of year's experience in the Facilities Management and is therefore well place to support the Foundation in terms of managing the Inchyra Pavilion. He has a network of contacts that can be utilised by the Foundation.

### [REDACTED]

[REDACTED] is a qualified mental health practitioner and currently works for a children's charity as well as acting as the Foundations Child Wellbeing Officer. She also has a background in events management and is responsible events on behalf of the Foundation.

### [REDACTED]

[REDACTED] works with the Big Bad Wolf Theatre Company and is involved in fund raising and event planning.

### [REDACTED]

Darren has a number of years' experience of running football camp experience both in the UK and America. He is responsible is for running our Easter and Summer Camps as well as looking at how the Foundation can grow in terms of expanding into Walking Football, Pan Disability for example etc

We will carry out the necessary record keeping from home and employ an Accountant to audit our accounts and complete our annual OSCR return.

# 6. Finance

### **Cash Flow**

A Monthly Cash Flow Forecast has been prepared for first 5 years of trading and is detailed in Financial Appendix.

### **Reserve Levels**

We estimate the need for reserves of £2000 which we will maintain throughout the year. We will review this figure quarterly.



### Bank account

Bank of Scotland

### Grants

We will apply to various funders for a number of different grants.

# 7. Summary

This document is the written request of Central Football Foundation who are making a formal asset transfer request, made under Part 5 of the Community Empowerment (Scotland) Act 2015 section 79(2)(b)(i).

We possess full knowledge and understand that under the Community Empowerment Act (Scotland) 2015, the relevant authority, which in this case is Falkirk Council, is expected to approve the asset transfer request unless there is a valid reason not to do so. The decision made by Falkirk Council will be communicated to us, the Community Transfer Body, through a decision note, which will outline the details of the decision and provide an explanation of the reasons behind it. Falkirk Council has a maximum period of 6 months to reach a decision and inform the us, the Community Transfer Body, of the outcome.

Our intention is that Falkirk Council will acknowledge and validate our Community Asset Transfer Request within 2-weeks of receiving our application, business plan, and other relevant documentation.

This document presents the commencement of the timescales as listed under the act.

Central Football Foundation
Contact: REDACTED
Address: Redacted
Email: secretary_central@outlook.com

Name of Community Group:

# COMMUNITY ASSET TRANSFER ASSESSMENT PRO-FORMA

Appendix 6

	OMES)  Do project outcor	Central Footba	II Foundation	SCO53405  APPLICATION DET	Lease	20 Yrs	(or outright cost) £1  ASSESSMENT RATING
1. Objectives D	Do project outcor	mes contribute to		APPLICATION DET			ACCECCMENT DATING
1. Objectives D	Do project outcor	mes contribute to			TAILS	ADDITIONAL COMMENTS	Very Strong / Strong / Moderate / Weak / Poor
		mes contribute to					
	Do project outcomes contribute to achieving the Council's priorities?		and healthier coreducing inequal "Our key object adults who are in football related	ns with all of the Council's Strategic ommunities; promoting opportunities alities; and supporting a thriving econives is to ensure that we can continucurrently members of the organisation activities and all the benefits that the support of the continuation of the organisation.	See Request Form 4.1.1	Very Strong	
	s there a financia oublic sector cost			ing perspective" nates a revenue saving to the Counc	il of £8100 per annum <u>(SPR</u>	See SPR Savings Spreadsheet	Strong
p	s there an enhan oublic benefit thro volunteering hour	•		they will generate volunteer 1504 hou nancial equivalent of over £30,080 of		See Request Form 7.1.5	Very Strong
C	Current market va property whether	aluation of the	Full Value of Pr	operty £45,000, Rental Value £6750	per annum.	See Ryden Valuation for Inchyra Pavilion	Very Strong
E	Backlog maintena C&B report		Backlog Mainte	nance is £248,541		See Curry and Brown Condition survey for Inchyra Pavilion	Very Strong
3. Non-financial V	What is the impac	ct on:					
benefits	(i) economy		bring more peo businesses and People who are weekends may	e attending the football matches from		See Request Form 4.1.1	Strong
	(ii) regeneration	า	significantly red Building open for	ades to the building will have good re lucing electricity costs to make the bu or use will stop it from further deterion re decrease anti-social behaviours in	usiness more viable. Keeping the ration and becoming a disamenity	See Request form 4.1.2	Strong
	(iii) public health	1	aims to include	ealth benefits of participation in sports as many people in their team sports	programmes as possible.	See Request Form 4.2.3	Very Strong
	(iv) social wellbe	eing	issues. The act contribute signi provide a safe s	the Team Sports activities combat so ivities and social interactions facilitate ficantly to both the mental and social space for the local community to mee ning, matches, activities and events.	ed by Central Football Foundation will wellbeing of our community. We	See Rerquest Form 4.2.4	Very Strong
		t / climate uding figures on de equivalent)	energy usage,	proposing extensive renovation work such as new roofing with insulation a usage will decrease the Carbon footp		See Request Form 4.2.5	Strong

COMMUNITY ASSET TRANSFER ASSESSMENT PRO-FORMA

-				
4. Equality	What evidence is there that the project:			
	(i) contributes to reducing inequalities (protected characteristics)	The EPIA for this proposal clearly shows that the Central Football Foundation are non-discriminatory. They are members of SFA, SYFA and SWFA and are committed to upholding all regulations and guidelines relating to non-discriminatory best practice	See EPIA	Very Strong
	(ii) Promotes equality	The Group cater for all participants within the teams they have developed. They have very successful women's and girls' teams, and plan to launch a programme of walking football for older participants.	See EPIA	Very Strong
<b>ABILITY TO DEL</b>	IVER / SUSTAINABILITY			
5. Governance / Accountabilit v	Are appropriate governance structures in place?	Yes. The group is a 2-tiered SCIO - Scottish Charitable Incorporated Organisation number SCO 53405	See CFF Constitution	Very Strong
6. Availability of Resources / Business Plan	Has the group identified all the resources required, such as funding, staff and volunteer resources with the appropriate skills, and are they sufficient to deliver the project?	The Group has identified all resources, including Funding (50% match to ERF from SFA Facilities Fund) Volunteers for both coaching and management functions. This is a long-standing club with all the resources expected of such	See Business Plan Throughout	Very Strong
7. Sustainability	Has it been demonstrated that the resources are sustainable over the lifetime of the project?	Due to the Subscription model, alongside sponsorships and donations, and the groups funding track record it can be seen that their proposal is sustainable over time	See 5 Year projection spreadsheet	Very Strong
8. Performance Management	How does the group propose to monitor and report on the achievement of the desired outcomes?	The Trustees meet regularly and keep in close contact with all 21 teams, reporting on finances, user numbers, and positions in the various leagues that they are involved with. Team numbers, Subscription levels, new teams and activities and volunteering numbers will all be monitored over time to allow the groups performance as an organisation to be optimised.	. See Request Form 4.2.8	Very Strong
COMMUNITY SU	PPORT			
9. Community Involvement	Has it been demonstrated that the community were involved in developing the proposal?	Yes. The proposal is entirely community-led. The Local Community were subject to an online survey, which gave 100% support to the proposal	See Request Form Section 5.1	Strong
10. Local Community Support	What evidence has been provided of local community support?	A Number of Comments of support were left in response to the survey above.  The Group is involved in the Grangemouth Sports Hub, with a number of member organisations showing support for the proposal	As above See Request Form Section 5.1.1	Strong
OTHER				
Is the building currently staffed?		HR have been consulted and as the centre was not staffed, there are no staffing issues. No employees worked within the building being considered for Community Asset Transfer in this report and therefore no TUPE considerations apply.		Very Strong

	DNCLUSION
COMMENTS	OVERALL ASSESSMENT (See Table below)

COMMUNITY ASSET TRANSFER ASSESSMENT PRO-FORMA

All components for the Proposal have been rated as strong or very strong, with good adherence to the benefits enjoyed by the community, and a good track	Very Strong
record of fund raising / Financial sustainability.	

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

# Appendix 7

INCOME	Start up	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Membership Fees		50400.00	50400.00	50400.00	50400.00	50400.00	252000
Gift Aid		8500.00	8500.00	8500.00	8500.00	8500.00	42500
Fundraising		2000.00	2000.00	2000.00	2000.00	2000.00	10000
Facility Rental - Zetland		0.00	1000.00	1000.00	1000.00	1000.00	4000
Facility Rental - Inchyra		600.00	600.00	600.00	600.00	600.00	3000
TOTAL CASH IN	0	61500	62500	62500	62500	62500	311500
EXPENDITURE							
Utilities - Zetland		4000.00	4000.00	5000.00	5000.00	5000.00	23000.00
Utilities - Inchyra		1500.00	1500.00	2000.00	2000.00	2000.00	9000.00
Buildings Insurance - Zetland		1500.00	1620.00	1740.00	1860.00	2145.00	8865.00
Buildings Insurance - Inchyra		780.00	840.00	960.00	1080.00	1200.00	4860.00
Public Liability Insurance		1000.00	1000.00	1000.00	1000.00	1000.00	5000.00
Pitch Hire - Zetland		550.00	550.00	550.00	550.00	550.00	2750.00
Pitch Hire - Inchyra		3850.00	3850.00	3850.00	3850.00	3850.00	19250.00
Facility Hire		18000.00	18000.00	18000.00	18000.00	18000.00	90000.00
Coach Education		1000.00	1000.00	1000.00	1000.00	1000.00	5000.00
Affiliation Fees		3000.00	3000.00	3000.00	3000.00	3000.00	15000.00
Referee Fees		5000.00	5000.00	5000.00	5000.00	5000.00	25000.00
Maintenance		1000.00	1000.00	1000.00	1000.00	1000.00	5000.00
PAT Testing		1000.00	1000.00	1000.00	1000.00	1000.00	5000.00
Fire extinguishers		1000.00	1000.00	1000.00	1000.00	1000.00	5000.00
Accountancy Fees		1000.00	1000.00	1000.00	1000.00	1000.00	5000.00
Legal Fees		1000.00	0.00	0.00	0.00	0.00	1000.00
Equipment		5000.00	5000.00	5000.00	5000.00	5000.00	25000.00
TOTAL CASH OUT	0	50180	49360	51100	51340	51745	253725
NET CASH FLOW	0	11320	13140	11400	11160	10755	57775
OPENING BALANCE	0	0	11320	24460	35860	47020	
CLOSING BALANCE	0	11320	24460	35860	47020	57775	

Notes

Cash Flow

Gift Aid is based on getting a proprtion of members to sign up for this

Assumed rental income

Appendix 8

# **Equality & Poverty Impact Assessment 01127 (Version 1)**

SECTION ONE:	ESSENTIAL INFORMATIO	N					
Service & Divis	& Division: Place Services Invest Falkirk						
				Tel	01324504816		
Proposal:	CAT Lease of Inchy	ra Pavilion to Central Football F	oundation	Reference No	01127		
What is the Proposal?		Budget & Other Financial Decision	Policy (New or Change)		HR Policy & Practice	Change to Service Delivery / Service Design	
		No	No		No	Yes	
Who does the Proposal affect?		Service Users	Members of the Public		Employees	Job Applicants	
		Yes		Yes	No	No	
		Children and young people	Significant impact?				
		Yes	No				
Other, please specify:							
Identify the ma	ain aims and projected ou	itcome of this proposal (please	add date o	f each update):			
06/11/2025	/2025   Successful CAT Lease of Inchyra Pavilion to Central Football Foundation						

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For budget changes ONLY please include infor	Benchmark, e.g. Scottish Average		
Current spend on this service (£'0000s)	Total:	8100	
Reduction to this service budget (£'0000s)	Per Annum:	8100	
Increase to this service budget (£'000s)	Per Annum:		
If this is a change to a charge or	Current Annual Income Total:		
concession please complete.	Expected Annual Income Total:		
If this is a budget decision, when will the	Start Date:	01/10/2024	
saving be achieved?	End Date (if any):		

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# A - Quantitative Evidence

This is evidence which is numerical and should include the number people who use the service and the number of people from the protected characteristic groups who might be affected by changes to the service.

Inchyra Survey on Face Book - 16 Responses

100% positive response to Community Take over Proposal from User and Local survey

**Current Service users 270** 

No. of Teams 21 Through out Age groups and sexes

Volunteer Hours 1504 per year

Value of these £30,080 per year

**Volunteering Hours** 

Rate

Hours

Year 1 Benefit

Year 2-3 Benefit

Year 4-5 Benefit

Board of Trustees\*

£20

208

£4,160

£4,160

£4,305.60

Volunteers\*\*

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£20	
1296	
£25,920	
£25,920	
£26827.20	
Total	
1504	
£30,080	
£30,080	
£31,132.80	
EPIA Questionnaire on numbers of Protected Characteristic Individuals	
We need to evidence how many people with protected characteristics will be impacted by the asset transfer to illustrate the scale of the benefit to the decision makers.	
This section also allows you to consider other factors that could impact users, for example a specific service or team designed for those with a specific need.	
Protected characteristic /	
other factors	
Name of groups / activities	
Approx. no of participants	
Age	

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Boys Teams Girls Teams
adies team
250
Sex
Male
Female
140
10
Ethnicity
Asian
Black
1.0
Religion / Belief / Non-belief
Don't know
Sexual orientation
Don't know
ransgender
J16s team

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1
Pregnancy / Maternity
0
Marriage / Civil Partnership
Don't know
Poverty
Free Easter & Summer Camps places to disadvantaged children
30
Care Experienced
Don't know
Other
Disability
ADHD
Autism
Mental Health
6
2

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**B** - Qualitative Evidence

This is data which describes the effect or impact of a change on a group of people, e.g. some information provided as part of performance reporting.

# Social - case studies; personal / group feedback / other

- The Club provides access to football related activities to boys, girls and young adults .
- There is a commitment to continue to engage with the local community and groups as well as exploring new opportunities for this. They have supported and participated in the Grangemouth gala day. They have also worked with local schools in conjunction with Falkirk Council to offer free places and lunch at the Easter and Summer camps. This has allowed children to participate in sporting activities who might not have the opportunity due to family circumstances which would make such participation prohibitive.
- The Club aims to widen the participation in sporting activities by looking at offering such things as walking football.

The Central Football Foundation are affiliated with Scottish Football Association, Scottish Youth Football Association and Scottish Women's Football Association. The Group are committed to following all Guidelines and policies from these organisations, including any and all rules relating to Non Discrimination and Equality. This is shown by their practices as shown by the "People with protected Characteristics" profile below, as taken from the EPIA questionnaire.

**Best Judgement:** 

Has best judgement been used in place of data/research/evidence?

No

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Who provided the best judgement and what was this based on?	
What gaps in data / information were identified?	
Is further research necessary?	Yes / No
If NO, please state why.	

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SECTION FOUR: ENGAGEMENT Engagemen	t with individual	s or organisations affected by the policy or proposal must take place
Has the proposal / policy / project been subject to engagement or consultation with service users taking into account their protected characteristics and socio-economic status?	Yes	
If YES, please state who was engagement with.	Service users a	and Local people , Via the friends of Inchyra Facebook page
If NO engagement has been conducted, please state why.		
How was the engagement carried out?		What were the results from the engagement? Please list
Focus Group	No	

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Survey	Yes	A Survey was conducted in partnership with Friends of Inchyra, focussing on Local people and some service users. They had a response of 16 returns / comments for this, all of which were supportive of the community Asset Transfer going to CFF.  The Question posed on Face book was as follows;  Central Football Foundation are taking over the Inchyra and Zetland Park Pavilion through a Community Asset Transfers.  We will be looking to continue with our current football activities and also have the Young Portonian Theatre Company continuing with their occupancy of part of the pavilion.  We are looking to improve the pavilion externally by doing things like installing new windows throughout the whole pavilion.  We're keen to get feedback/comments from the community on whether they think that having the pavilion in community ownership is a positive thing and making improvements to the pavilion would be beneficial.
		If you can leave your opinions here that would be great. Thanks, Central Football Foundation  Some of the Comments returned are listed here;
		"Having the Pavilion in community ownership is the best possible outcome of keeping one of the 133 buildings open that the council are closing so yes I fully support this decision and it also keeps the groups central using all parts of the park especially when there are events on such as FOIP Easter event and Pumpkin picking providing toilets and fresh drinking water to the public"
		"That would be a great idea for youngsters who like playing football especially during the holidays"
		"Maybe have a cafe for like hot drinks and soft drinks for match days or during the day summer holidays Signed to encourage local residents to park elsewhere as the carpark at the pavilion is for park users. Carpark lining was paid for by friends of Inchyra Park"
		"Community Cafe would be absolutely fantastic"
Display / Exhibitions	No	
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User Panels	No					
Public Event	No					
Other: please specify		CFF is a member of the Grangemouth Sports hub, involving a number of different Sports organisations in the area. The Proposal has received support from several of the members.				
Has the proposal / policy/ project been reviewed a result of the engagement?	l / changed as	Yes				
Have the results of the engagement been fed back to the consultees?		Yes				
Is further engagement recommended?		No				

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# SECTION FIVE: ASSESSING THE IMPACT

**Equality Protected Characteristics:** 

What will the impact of implementing this proposal be on people who share characteristics protected by the Equality Act 2010 or are likely to be affected by the proposal / policy / project? This section allows you to consider other impacts, e.g. poverty, health inequalities, community justice, carers etc.

Protected Characteristic	Neutral Impact	Positive Impact	Negative Impact	Please provide evidence of the impact on this protected characteristic.
Age		✓		The Club engages with Children, Young adults and plans to start walking football for older individuals
Disability		✓		The Club have stated that there are several individuals with Learning needs who engage with it's activities
Sex		✓		The Club runs training and matches for male and female participants, holding a very successful track record for female teams.
Ethnicity		✓		The Club has membership from ethnic minority backgrounds, who will be beneficiaries of the activities.
Religion / Belief / non-Belief	<b>√</b>			The Club does not concern itself with Religiosity or otherwise, and is non discriminatory, allowing all to access the services provided. As such no data exists on this matter
Sexual Orientation	<b>√</b>			The Club doesn't concern itself with the Sexual Orientation of any of its players, the service being open to all. As such no data exists on this matter.
Transgender		✓		The Club has stated that it engages with a Transgender player, without prejudice to their self identification.
Pregnancy / Maternity		✓		This is not a factor for the Club, all being welcome to play at their level of ability. No Data exists.
Marriage / Civil Partnership	✓			This is not a factor for the Club, all being welcome to play at their level of ability. No Data exists, although the age grouping for the adult players would indicate that some are in partnerships.
Poverty		✓		Some 30 people are given free access to the Summer and easter training camps as these are from disadvantaged back grounds. This approach is set to continue, giving an ongoing benefit to those suffering poverty in the area

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Public Sector Equality Duty: Scottish Public Authorities must have 'due regard' to the need to eliminate unlawful discrimination, advance quality of opportunity and foster good relations. Scottish specific duties include:									
	are included, regardless of home status. No Data exists.								
Other, health, community justice, carers etc.	✓	✓  No concern is given to this matter. All are welcome. No data exists							
Risk (Identify other risks associated with this change)									

	Evidence of Due Regard
Eliminate Unlawful Discrimination (harassment, victimisation and other prohibited conduct):	The Proposal will eliminate unlawful discrimination. The Club, as stated are affiliated with SFA / SYFA and follow all guidelines and procedure to protect their players and eradicate unlawful, discriminatory behaviour. The activities evidenced by the Club also support how they are active in addressing discrimination.
Advance Equality of Opportunity:	The Club is affiliated to the Scottish Youth Football Association (SYFA). the Scottish Women's Football Association (SWFA) and the SFA itself. They follow all non-discriminatory policy and guidelines of these organisations, as is shown by their activities.
Foster Good Relations (promoting understanding and reducing prejudice):	As above all policy and Guidelines are followed as affiliates of the above organisations. Exposure to the various groups with protected characteristics promotes understanding and reduces prejudice amongst all persons involved

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SECTION SIX: PARTNERS / OTHER STAKEHOLDERS					
Which sectors are likely to have an interest in or be affected by the proposal / policy / project?		Describe the interest / affect.			
Business	No				
Councils	No				
Education Sector	Yes	Central Football foundation work directly with local schools to encourage participation in team sports.			
Fire No					
NHS No					
Integration Joint Board	No				
Police	No				
Third Sector	Yes	The asset will come under the control and management of a third sector organisation, which is a positive outcome for the Charitable sector.			
Other(s): please list and describe the nature of the relationship / impact.					

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### **SECTION SEVEN: ACTION PLANNING**

**Mitigating Actions:** 

If you have identified impacts on protected characteristic groups in Section 5 please summarise these in the table below detailing the actions you are taking to mitigate or support this impact. If you are not taking any action to support or mitigate the impact you should complete the No Mitigating Actions section below instead.

Identified Impact	To Who	Action(s)	Lead Officer	and Review	Strategic Reference to Corporate Plan / Service Plan / Quality Outcomes

# **No Mitigating Actions**

Please explain why you do not need to take any action to mitigate or support the impact of your proposals.

This property (Inchyra Park Pavilion) was identified for closure as part of the Strategic Property review, From 1st October 2024 as agreed by Council in January 2024. The opportunity for a Community asset Transfer (CAT) was identified as a mitigating factor to closure and this was noted in the EPIA's undertaken. Officers have been working closely with community groups to progress Community Asset Transfer for this facility and are now in receipt of a full CAT application for the Inchyra Park Pavilion.

This EPIA is undertaken with the information available to Falkirk Council at this time and based on current operations. However, Under A CAT model it's up to the community group in question to manage the operations of the building going forward as Falkirk Council have now withdrawn from these buildings in line with the councils decision.

This building will continue to be available to the local community as a key community asset, and its anticipated that Central Football Foundation and other community groups can continue to utilise the building. Therefore there is no perceived negative impact at this time

Are actions being reported to Members?	Yes
If yes when and how?	Executive committee of 6th November 2025

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ECTION EIGHT: ASSESSMENT OUTCOME						
Only one of following statements best matches your assessment of this proposal / policy / project. Please select one and provide your reasons.						
No major change required	Yes	A Successful Asset Transfer via Lease of the Inchyra Pavilion to Central Football Foundation will have a number of positive impacts on the area of its operation, both locally and further afield. There are no negative imp [acts envisioned				
The proposal has to be adjusted to reduce impact on protected characteristic groups	No					
Continue with the proposal but it is not possible to remove all the risk to protected characteristic groups	No					
Stop the proposal as it is potentially in breach of equality legislation	No					

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SECTION IN	SECTION NINE: EPIA TASK GROUP ONLY								
OVERALL AS	SSESSMENT OF	F EPIA:	Has the EPIA demonstrated the use of data, appropriate engagement, identified mitigating actions as well as ownership and appropriate review of actions to confidently demonstrate compliance with the general and public sector equality duties?						
ASSESSMEN	IT FINDINGS				Protected characteristic data is provided of the beneficiaries of this club, and subsequently the				
If YES, use this box to highlight evidence in support of the assessment of the EPIA			pavilion. The	informatio	n provided	to supports the public sector equality duty.			
If NO, use this box to highlight actions needed to improve the EPIA									
Where adverse impact on diverse communities has been identified and it is intended to continue with the proposal / policy / project, has justification for continuing without making changes been made?			Yes / No	If YES, ple	ease describ	)e:			
LEVEL OF IN	1PACT: The EF	PIA Task G	roup has agreed the follow	ving level of im	pact on th	e protected	d characteristic groups highlighted within the	EPIA	
LEVEL		COMMEN	ITS						
HIGH	No								
MEDIUM	No								
LOW	Yes	Overall assessment shows a positive impact on those with protected characteristics.							
SECTION TE	N: CHIEF OFFI	CER SIGN (	OFF						
Director / H	lead of Service	e:							
Signature:	Signature: Malcolm Bennie					Date:	18/09/2025		

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