

CONSTITUTION OF

Cowdenhill Community Centre SCIO

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Charities and Trustee Investment (Scotland) Act 2005

Constitution

of

Cowdenhill Community Centre SCIO

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 Cowdenhill Community Centre SCIO ("the Organisation").
2	The Organisation will, upon registration, be a Scottish Charitable Incorporated Organisation (SCIO).
	REGISTERED OFFICE
3	The principal office of the organisation will be in Scotland (and must remain in Scotland).
	DEFINITION OF COMMUNITY AND PURPOSES
4	The Organisation has been formed to benefit the community of Bo'ness and the surrounding areas (the "Community"), with the following purposes (the "Purposes"):
4.1	The Provision of recreational facilities or the organisation of recreational activities.
	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;

 to construct, convert, improve, develop, conserve, maintain, alter and demolish buildings or erections whether of a permanent or temporary nature, and manag and operate (or arrange for the professional or other appropriate management a operation of) the organisation's property; to sell, let, hire, license, give in exchange and otherwise dispose of all or any pathe property of the organisation; to establish and administer a building fund or funds or guarantee fund or funds endowment fund or funds;
the property of the organisation; 5.8 to establish and administer a building fund or funds or guarantee fund or funds
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 the organisation;
5.10 to take such steps as may be deemed appropriate for the purpose of raising fur for the activities of the organisation;
5.11 to accept subscriptions, grants, donations, gifts, legacies and endowments of a 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 purpose
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 held in the name of a nominee organisation under the instructions of the Board 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 f any charitable purpose falling within the purposes;
5.17 to establish, operate and administer and/or otherwise acquire any separate trac organisation or association, whether charitable or not;
5.18 to enter into any arrangement with any organisation, government or authority w may be advantageous for the purposes of the activities of the organisation and enter into any arrangement for co-operation, mutual assistance, or sharing prof with any charitable organisation;
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 respe 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	Associates
6.3	Charity Trustees (composed of Elected Charity Trustees, Appointed Charity Trustees; and Co-Opted Charity Trustees, following the first GM).
	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 a 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.
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11	Membership of the organisation may not be transferred by a member.
	MEMBERSHIP SUBSCRIPTIONS
12	No membership subscription will be payable.
	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;
	 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.

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 Trustees shall cause a register of associates to be maintained containing: (a) the name and address of each Associate; (b) the date on which each Individual or Group was registered as an Associate; and (c) the date at which any Individual or Organisation ceased to be an Associate and (c) the date at which any Individual or Organisation ceased to be an Associate. 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; 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 bas 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 purpose 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 duri		
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	22	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
(a) a report by the Chairperson on the activities of the Organisation;	22.1	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		(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) ELEVEN members
	(b) 10% of Members
	present either in person or by proxy.
	No business shall be dealt with at any GM unless a quorum is present.
	If a quorum is not present within 15 minutes after the time at which the GM was due

	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 e-mailed), 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;
	(b) how to return the signed resolution to the Organisation (in hard copy (posted or hand-delivered) or electronic form (faxed or e-mailed));
	(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);
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 TEN.

	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 TEN 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						
35.2	up to <u>THREE</u> 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.						
35.3	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 TEN maximum number 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.						
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						

Subject to clause 35, the Charity Trustees may appoint Individuals as Charity Trustees 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.					
A Co-opted Charity Trustee shall retire at the AGM following their appointment unless re-appointed by the Charity Trustees.					
A Co-opted Charity Trustee can be removed from office at any time by a simple majority of the Board.					
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					
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					
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:					
seek, in good faith, to ensure that the organisation acts in a manner which is in accordance with its purposes;					
act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;					
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;					
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.					
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:					
that any breach of any of those duties by a Charity Trustee is corrected by the Charity Trustee concerned and not repeated; and					
that any Charity Trustee who has been in serious and persistent breach of those duties is removed as a Charity Trustee.					
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;						
	 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.						
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 onl be blanked out if the Organisation is satisfied that including that information is like 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;					
46.5	they become disqualified from being a Charity Trustee under the Charities and Trustee Investment (Scotland) Act 2005;					
46.6	they are absent (without good reason, in the opinion of the Board) from more that three consecutive meetings of the Board - but only if the Board resolves to remove them from office;					
46.7	they become incapable for medical reasons of carrying out their duties as a Char Trustee - but only if that has continued (or is expected to continue) for a period of more than six months;					
46.8	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);					
46.9	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;					
46.10	they become prohibited from being a Charity Trustee by virtue of section 69(2) of the 2005 Act					

46.11	they commit any offence under section 53 of the 2005 Act.						
47	Clauses 46.9 and 46.10 apply only if the following conditions are met:						
47.1	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;						
47.2	the Charity Trustee concerned is given the opportunity to address the meeting at which the resolution is proposed prior to the resolution being put to a vote; and						
47.3	at least two thirds of the Charity Trustees then in office vote in favour of the resolution.						
	CHAIRPERSON AND VICE-CHAIRPERSON						
48	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 not present and willing to do so (the "Vice Chairperson").						
48.1	In the event that:						
	 (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 						
	 (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 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 a 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 minute 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 provide 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	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 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	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	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 submeetings 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 nesucceeding 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 strategicpropertyreview@falkirk.gov.uk before making the request so that we can discuss your proposal.

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

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

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

The Asset Team

Falkirk Council

4 Stadium Way

Falkirk

FK2 9EE

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

1.1	Name of the	CTB making	the asset	transfer	request

Cowdenhill Community Centre (SCIO), SC047632		
1.2 CTB address. This should be the registered address, if you have one.		
Postal address: Cowdenhill Road,		
Bo'ness.		
Postcode: EH51 9NZ		
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		
Bo'ness		
Postcode: REDACTED		
Email: REDACTED		
Telephone: REDACTED		
☐ ✓ We agree that correspondence in relation to this asset transfer request may be sent by email to the email address given above. (Please tick to indicate agreement)		
You can ask Falkirk Council to stop sending correspondence by email, or change the email address, by telling them at any time, as long as 5 working days' notice is given.		

1.4	Please mark an "X" in the relevant box to confirm the type of CTB and its official number, if it has one.					
	Company and its company number is					
X	Scottish Charitable Incorporated Organisation (SCIO) and its charity number is	SC047632				
	Community Benefit Society (BenCom) and its registered number is					
	Unincorporated organisation (no number)					
asso Pleas	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 <u>Guidance for Community Transfer</u> <u>Bodies.</u>						
1.5	Has the organisation been individually designated as a community transfer body by the Scottish Ministers?					
No						
Yes						
Pleas	Please give the title and date of the designation order:					
1.6	Does the organisation fall within a class of bodies as community transfer bodies by the Scottish Min	•				
No						
Yes						
If yes	If yes what class of bodies does it fall within?					

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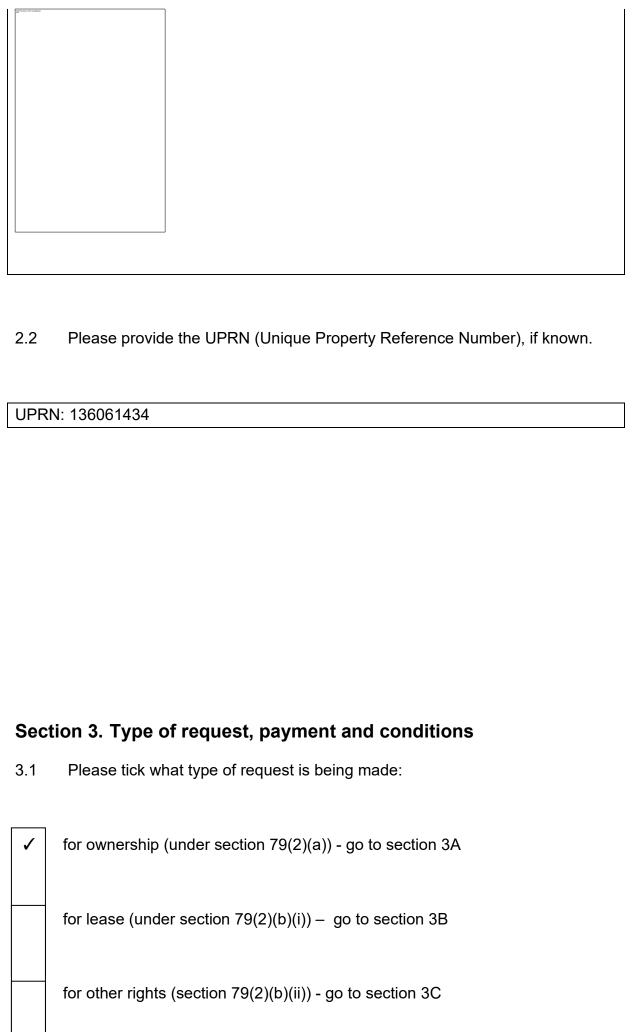
Section 2. Information about the land and rights requested

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.

Cowdenhill Community Centre
Cowdenhill Road
Bo'ness
EH51 9JH



3A – Request for Ownership

What price are you prepared to pay for the land requested?
Proposed price: £1
Please attach a note setting out any other terms and conditions you wish to apply to the request.
3B – Request for Lease
What is the length of lease you are requesting?
How much rent are you prepared to pay? Please make clear whether this is per year or per month.
Proposed rent: £ per
Please attach a note setting out any other terms and conditions you wish to be
included in the lease, or to apply to the request in any other way.
3C – Request for other Rights
What are the rights you are requesting?
N/A

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 objectives are: The provision of recreational facilities, or the organisation of recreational activities, with the object of improving the conditions of life for people within the Community

- To improve health and wellbeing of the local community
- Promote Social inclusion and prevent loneliness
- Provide increased social benefits
- Empower our community and families to have a say in how things are done
- Reduce poverty in the area by giving access to essential services to help improve the wellbeing of the community
- Provide a safe and supportive space for children to help alleviate child poverty in the area
- Promote Community Partnership and Involvement

4.1.2 Why there is a need for your Project?

Our vision is to provide a community led space that helps deliver long-term, social, economic, sustainable and environmental benefits to the local community. Our Project will provide an accessible local place for people to come together without the requirement to travel out with the Community, and enable them to "live well" within their own community. Recent closure of other local amenities has limited the options available within Boness increasing the need to maintain our local facility and amenities

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 for the local community
- Being community led
- Intergenerational approach to serving all age ranges in the community
- Provide a space for mental health support services for the local community
- Innovative and proactive approach to local people's needs

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

We have plans to upgrade the kitchen facilities to maximise Centre usage and increase the viability of the building. We have engaged with Business Energy Scotland to consider what energy efficiency improvements we can make to the hall. We are in receipt of a report from Business Energy Scotland and are currently considering their recommendations. Once ownership of the hall is transferred we intend to commence to carry out these measures in order to lower energy bills and become more sustainable
4.1.4 What activities will take place?
The second states
1.1.5. If the appet is to be used by the public places provide details of lettings policy
4.1.5. If the asset is to be used by the public, please provide details of lettings policy and opening times.
We use an online booking system for all of our hires for the main hall, kitchen,
boardroom and meeting room. Our general opening times are 8am to 10pm.
4.4.C. \M/last magnisian will be magnished for accordance the disabilities O
4.1.6 What provision will be provided for people with disabilities?
We have a ramp at the entrance to the centre and all areas are accessible for wheelchair users, including having an accessible toilet.
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

ie. Please include details of any job creation or <u>volunteering and training</u> opportunities that will be available as a result of the Asset Transfer. Also details of how your organisation will involve the <u>local community</u> and of any incentives that may be available to encourage the local community to use the proposed services.

Our centre offers a choice of rooms which can accommodate meetings, events and regular classes in which the Community can participate. It provides essential services and spaces that might otherwise be inaccessible due to the financial constraints of our local community. We are actively recruiting members within the Community as well as looking to increase activities supported and run by Volunteers. The centre remaining open and in community ownership, will help to develop the skills and experience of our local community through volunteer places, to build upon an individual's experience and skills capacity, thus supporting our community's future employability. By offering volunteer positions, the centre 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. The centre can support local businesses by providing a venue for classes, workshops, and events. This can stimulate local commerce and provide additional income streams for small business owners.

Offering educational and training programs can help bridge the gap for those who are not in full-time education or employment. A community centre fosters social cohesion and well-being, which are essential for a thriving economy. By providing

a space for community activities and support services, the centre can improve the quality of life for residents, and promote inclusivity making Bo'ness a more attractive place to live and work. This can indirectly boost the local economy by attracting new residents and businesses.

In addition ongoing maintenance contracts or improvement work is entirely locally sourced again supporting local businesses and job creation

4.2.2. Regeneration

i.e. Please include details of whether your organisation will contribute to the **physical regeneration** of the area, and how your proposal will impact the regeneration of the area, in terms of volunteering or employment, giving examples.

The closing of a vital community building would be hugely damaging to the local area. We have plans to upgrade our space and our garden area, so that it can be enjoyed by our whole community. We plan to continue our community work, seek input and feedback from members to introduce new initiatives and identify ways to contribute to the local regeneration of the area. We will work with other local organisations to enhance the lives of residents and offer future opportunities We will be looking to upgrade the building with the help of various funders, including Falkirk Council, which will ensure that the building is improved and fit for purpose, encouraging regeneration in the local area, as the community engages with the new vibrant and modernised local centre.

The community centre can act as a hub for local economic activity.

4.2.3. Public Health

i.e. How likely is the proposal to improve the Public Health of the Community, in terms of **physical and mental health**, for example through volunteering, training, or taking part in activities, giving examples.

Our Centre offers a variety of social and physical activities which we continue to expand to accommodate different age groups and physical capabilities. By improving the overall health of the community, our group aims to help ease the pressure on public and social services, Health Centres and on other facilities. By engaging in regular social activities, our community can reduce stress, improve mood, prevent loneliness and gain a sense of purpose. Physical activities at our centre, such as yoga classes and dance classes, help maintain physical health and mobility for all those who attend them. Craft classes and interactive groups help individuals find a sense of self worth and help support charitable and community events. 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 medication and mental health services.

Offering educational programs on nutrition, mental health, and preventative care can empower residents to take control of their health and wellbeing.

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

i.e. How will the proposal improve the Community's Social Well-Being and mental health, or how might it improve the **learning offer and activities** available in the area? Please give brief examples of these activities.

The activities and social interactions facilitated at Cowdenhill Community Centre contribute significantly to both the mental and social wellbeing of our community. Our centre provides a safe space for the local community to meet and engage with each other, and enjoy a range of activities and events.

A vibrant community centre can foster social cohesion by providing a space for residents to come together, share experiences, and support one another. The centre can host both regular weekly activities as well as one off events including a wide range of social activities and gatherings, from hobby groups to cultural celebrations. These activities foster a sense of community and belonging, which is essential for social well-being. Offering volunteer opportunities will further enhance social cohesion and provide residents with a sense of purpose.

We host supportive groups such as the adult singing for elderly & dementia carers class and chair yoga for those less able. These services can provide essential support to vulnerable populations and improve overall social well-being.

By facilitating intergenerational activities, the centre can bridge the gap between different age groups.

The centre can serve as a hub for community engagement, encouraging residents to participate in local decision-making processes. This can foster a sense of ownership and pride in the community, leading to greater social cohesion and well-being.

4.2.5. Environmental Wellbeing / Environmental Benefits

i.e. Will the proposal bring green / environmental benefits and / or have an impact on the **local environment**? Will it help mitigate the effects of climate change? If so please give details.

Currently Cowdenhill is a "zero waste" hall discouraging the use of disposable products and ensuring users make conscious decisions around environmental impacts. We plan to continue to work in an environmentally conscious way, and

we have plans to cut energy costs with improved energy efficiency including installation of solar panels within our 5 year plan. Our aim being to reduce our carbon footprint on the environment and local community as well as reducing our energy costs. These improvements contribute to a healthier, more attractive, and more liveable community, benefiting all who live here. These energy-efficiency improvements can lower operational costs, making the hall more sustainable, allowing more funds to be allocated to community programs and services. Educational workshops on topics such as recycling, composting, and energy conservation can raise awareness and empower the community to make environmentally friendly choices, contributing to a greener Bo'ness. By implementing energy-efficient technologies and sustainable practices, the community centre can reduce its environmental impact. This can include installing solar panels, using energy-efficient lighting, and implementing water-saving measures. These initiatives not only benefit the environment but also serve as a demonstration of the community's commitment to sustainability.

The centre can engage the community in environmental initiatives, such as cleanup drives, tree planting events, and 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. We have a small outdoor area which can offer a garden space, and plan to utilise this to offer Volunteers opportunities to develop gardening skills and grow plants and flowers

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

i.e. Will the proposal enable the community to access activities not otherwise available; will these activities be available at an affordable rate; how will your organisation work with other local providers to **reduce inequalities**?

We currently have lets from local community groups such as yoga classes, dress-making classes, dance groups. Singing groups, various keep fit classes and baby massage classes. The membership will have input into setting reasonable fees and we currently offer reductions for regular users to enable the costs of running activities to remain low. It is also an easily accessible and affordable venue for local community gatherings.

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

Our vision is to provide a community led space that helps deliver long-term, social, economic, sustainable and environmental benefits to the local community.

Our objectives are:

- To improve health and wellbeing of the local community
- Promote Social inclusion and prevent loneliness
- Provide increased social benefits
- Empower our community and families to have a say in how things are done
- Reduce poverty in the area by giving access to essential services to help improve the wellbeing of the community

- Provide a safe and supportive space for children to help alleviate child poverty in the area
- Promote Community Partnership and Involvement

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

A "community of interest" may not represent the people living near to the asset. Please provide evidence of how <u>local people and communities</u> will be engaged in the use and management of the asset, and how they have been consulted.

The group operates as a 2-tier membership organisation managed by a board of trustees and a broader membership base, composed of local individuals and organisations interested in the building's success. General membership is open to all individuals and groups residing or operating within Bo'ness and the surrounding areas. They may vote on matters to be decided at all Annual General Meetings. We regularly consult with members, regular groups and other hall users in order to ensure the hall continues to meet their requirements. Users as well as the wider community can contact us by email, phone or via our social media as well as the hall booking platform and do so regularly. Members are invited to attend meetings and consulted in advance of any planned changes in the way in which the hall is managed and used. All regular Groups and recent hall users have been written to inviting them to become members and provide feedback on their experiences in using the hall. We will continue this on an ongoing basis

Our online presence / social media is growing with approaching 800 followers now supporting the continuation of Cowdenhill Community Centre

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

ie. Will you survey the users / invite feedback / compare user numbers with a baseline etc

We will track the success of the centre by increasing overall usage and ensuring the project's economic sustainability. This will be evaluated quarterly during Board of Trustee meetings. We also compare and strive to increase membership on an annual basis

Our social impact will be monitored by collecting demographic data on hall users and gathering feedback regarding the health and social benefits they experience, with particular attention to the needs of our community

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.

N/A		

Negative consequences

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

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

We have considered potential negative consequences of the group taking over the building through Community Asset Transfer as:

- Costly repair work is required for the building which we will need to seek both grant funding for as well as self fund.
- Utility costs are high for the building, and we understand the risk of these increasing, and are actively looking to reduce monthly bills.
- There is a risk of us not being able to attract enough monies by way of lets or funding to ensure the hall is able to continue.
- We understand there is a lot of volunteering work required for our proposal to work and are reliant on there being a continued involvement from the community to help with this.
- The hall is situated on the corner of a main road and residential street. On the occasion of hosting larger events there may on occasion be increased traffic/parking

The Trustees believe that the business plan and the proposals contained within demonstrate that these challenges can be met.

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

2 Board Members manage Bloomin' Bo'ness and currently lease the bothy at Bo'ness Cemetery. They also lease and manage Bo'ness Public Toilets in conjunction with Buzzness.

Please provide details of:

4.5.2 Skills and experience of the members of the organisation

The charity is called the Cowdenhill Community Centre (SCIO) and has the legal status of a Scottish Incorporated Charity, SCIO SC047632.

The group is a 2-Tier membership organisation and will be run by a board of trustees and a membership, these will be drawn from a range of local people and organisation who have an interest in the building.

Some of the Trustees have been involved in both the running of the Hall for over 10 years whilst under Falkirk Council Management, as well as long standing Committee members who have supported and secured the Halls charitable Status and viability. There is clear and invested continuity in making the hall a success and valuable Community Asset for Boness

As a Board of trustees, we are aware of our role and responsibilities in relation to good governance and take these seriously. We have already demonstrated our effectiveness as a Board and will continue to build on this. The Board is made up of a number of trustees with a wealth of experience across various commercial, legal and NGO sectors.

The hall will offer a full range of letting arrangements for groups, businesses and individuals. Initially it will be managed by volunteers from our membership group, however, we may in the future look at employing an individual to manage the building.

General membership is open to all individuals and groups residing or operating within Bo'ness and the surrounding areas. They may vote on matters to be decided at all Annual General Meetings.

Board/Trustees:

Name REDACTED

Role Chair Person

Experience

Working and liaising with Subject Matter Experts in law, finance, accounting and conveyancing for the development of business,

Previous Charity involvement fundraising for a local Hospice

Currently also a member of a Humanist Charity which provides wedding and funeral service for disadvantaged individuals

Name REDACTED

Role Treasurer

Experience

Retail Group Manager dealing with multi site locations within a high turnover environment. Strong commercial and operational skills. Ongoing experience of HR issues, financial management, logistics and personnel management

Relevant experience in Community involvement and currently also Volunteers with the Bethany Trust providing support to Homeless and disadvantaged individuals in Edinburgh

Name REDACTED

Role Secretary

Experience: local Business Owner and Operational Manager. Civil Service background with 30+years working in Social/Welfare Benefit and Employability Services. Extensive knowledge on delivering services and contractual obligations

Stakeholder engagement working with a range of Charitable trusts, 3rd sector Organisations and Community and welfare Groups across the Lothians and Scottish Borders Local Authority and NHS Trust areas

Run a member led Community dance class for almost 40 years in West Lothian for a local Community Centre/CDT enabling all children and young adults to access

dance/drama and self expression, building friendships and confidence as individuals. Removing the barriers and costs that would apply to this via commercial dance classes

Name REDACTED

Role Vice Chairperson

Experience

Working in the NGO sector for 18 years in a senior position. Additionally, 9 years experience in the Renewable Energy sector Strong operational, evaluation and community engagement skills.

redacted also has extensive experience in volunteering.

Previous Trustee of Kirknewton Development Trust.

Name REDACTED

Role Compliance Manager

Experience

Strong organisational skills working as a Merchant Navy Officer for 14 years, then as a Marine Consultant until 20 17 including being berth master in Newfoundland for 6 years. Currently employed as a flight dispatcher at Edinburgh Airport Experienced in logistical management, emergency response, strong reporting abilities and compliance issues

Highly skilled in engaging with members of the public, providing support and dealing with sensitive and sometimes challenging situations

Name REDACTED

Role Board Member

Experience

Redacted is currently employed in a senior position in the Public Sector.

Redacted has a Wealth of experience in Volunteering and Community Engagement. As well as being a Board Member of Cowdenhill Lorna is also currently the Organiser of Bloomin Boness and is a member of Boness community Council

Name REDACTED

Role Board Member

Experience

Redacted is currently self-employed and is deeply involved in community activities

Similar experience in Volunteering and Community Engagement and invested in making Boness a great town to live in. Currently Joint Organiser of Bloomin Boness and is a member of Boness community Council in addition to being a Member of Cowdenhill

Name REDACTED

Role Board Member

Experience

Redacted is a Retired school teacher. Vast organisational skills as well as budgetary experience. Dedicated to the concept of life long learning

Redacted now volunteers for various groups in Bo'ness.

Previous Volunteering and Charity work includes working with the Samaritans and a Homeless Project in Dundee offering support and accommodation to adults with addictions

Name REDACTED

Role Board Member

Experience

After working in rural social and economic development previously, Helen now works within the Science Industry

Hailing originally from Shetland, Helen is well acquainted with the concept of community effort organising local events and providing community facilities.

Charity and Volunteering experience includes working within Economic and Rural Development Organisations. Involved in setting up Charities, providing creative options for people in very rural areas of Scotland.

Befriender and welfare support to individuals with babies under the age of 2 in Edinburgh

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

We intend to continue our relationship with a local accountant who looks after our yearly accounts.

We intend to instruct a local solicitor to negotiate our agreement with Falkirk Council. We intend to instruct a number of surveyors, architects, etc, as the need arises.

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

We currently manage the running of the centre, the booking of lets, and the opening and closing of the hall

4.5.4 Please detail how you plan to manage the building?

For example opening and closing the building / managing lets / will you have staff etc?

The centre will be managed, and staffed, by a dedicated group of volunteers. A number of our Trustees, already successfully manage the running of the centre, the booking of lets, and the opening and closing of the hall

The centre will be open when lets are required. In general, these are between the times of 9am to 10 pm, 7 days a week.

We use an online booking system to help manage our bookings.

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 have engaged with the community on multiple occasions both in providing information on a personal/individual basis and through hosting events such as Christmas Markets, Boness Fair fundraisers etc and look to expand upon this in the future. Regular verbal and email communications with user groups and their appointed representatives.

We have had great interest, letters of support and over 100 respondents to a poll on keeping the hall in operation with an almost 100% positive response rate. Positive

responses from the local community looking to engage with the voluntary running of the hall or asking how they can support us publicly.
Communication has been done through emails, questionnaires, polls and posts on ours and other local social media pages. Copies of letters of support from Users within the Community are available.
A recent communication has gone out resulting in over 25 new members and this will be further added to in coming months as we increase advertising and social media updates
There is a need, genuine desire, and support, for the community asset transfer and willingness from the community to support the hall and preserve its availability post Community Asset transfer.
5.1.2 Have you consulted with other local stakeholder groups or agencies? Please provide evidence.
We have worked with CVS Falkirk & District on our business plan and CAT application. We have formed links with other local groups such as Primary Schools, Boness Fair Committee and Bloomin Boness and will strive to build strong links and a collaborative approach going forward
5.1.4 Have you been in contact with any other communities or community groups
that may be affected? Please give details.
We have verbal support and willingness from other local community groups who share a desire to revitalise Boness and improve and retain the facilities for the local community. Impact statements have been considered where appropriate.
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

All details of future costings and funding proposals are to be found in our Business Plan which fully sets out our budget and proposals for the next 5 years. A copy of the Business plan has been provided. Key budget projections for the next 12 months show our ability to drive increased revenue and reduce utility costs – key elements extracted below:

April 25- March 26

Hall lets (based on a reserved 10% increase) £11,700

Utilities (heat and light allowing for switching supplier mid year) £7,160 – this is our largest outgoing

Other expenditure (including cleaning, repairs, rental, insurances and admin charges) £3,990

While the Trustees would wish to keep a contingency fund of £20,000 at all times there is a significant reserve put aside to help with initial start-up/running costs.

We recognise our organisation's requirements as a registered SCIO. We will continue to submit audited accounts yearly to OSCR. Our finances are presented and scrutinised at every board meeting. We will follow OSCR's <u>Guidance and Good Practice for Charity Trustees (oscr.org.uk)</u> to ensure we manage our finances correctly.

We have set rates for each of our spaces available to let and will review these yearly at our AGM.

We have increased our usage since obtaining an FRI license in October 24 and plan to build on this as we take ownership.

We are also actively seeking to reduce running costs – for example as a result of inheriting the existing tariff for electricity from Falkirk Council we have established the Annual utilities bill of to be significantly higher than needed. We have recently negotiated a new Supplier/reduced tariff which should reduce the Annual cost. We continue to identify and seek ways to reduce avoidable costs and have this item as a standing agenda at monthly committee meetings

Section 7. Funding

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

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

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

We recognise we will be required to instruct a solicitor to review and negotiate the terms of our purchase, conclude missives, and conduct the conveyance. We have yet to secure funding to upgrade the building and are currently identifying relevant Funders and preparing to seek funding by way of fully funded and match funded grants in the future.

Please see our Cash Flow for all our planned start up, ongoing, maintenance and planned redevelopment costs. Our Cash Flow also shows all proposed income and investment.

Our volunteer contributions can be seen in the table above.
7.1.2 Please supply details of what funding you have received so far, and of any conditions attached to it. N/A – see above
7.1.3 Please supply details of any funding you have applied for but have not yet received a response or decision. Please include timescales if known. n/a – see above
7.1.4 Details of any other funding you will have access to? i.e. voluntary contributions, borrowing etc.
Hall users are a regular funding stream and this has increased due to recent promotion of the hall. Accounts will fully illustrate this. We also have funds which we can draw upon as required – see bank statements
7.1.5 Please outline your funding strategy if you have one, as well as any other relevant information.
We recognise that there is a need to continually update and upgrade our facilities, and we keep up to date with the various funding opportunities available to us, thanks to our local third sector interface, CVS Falkirk & District.
We have commenced identifying sources of grant funding and are in the process of preparing bid submissions. A recent application was submitted for Falkirk Councils Empowerment Grant but the scheme was oversubscribed and subsequently our application was unsuccessful, however we are identifying alternative avenues on an ongoing basis. Our Strategy is to apply for both schemes which offer full grant funding as well as match funding

Section 8. Enablement Fund

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

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

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

Enablement Fund request for larger capital renewals which support the viability of the CAT			
Item	Estimate Provided By	Amount not more than (including VAT)	
No requirements identified			
		0.00	
	Total including VAT		

Checklist of accompanying documents

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

association or registered rules
☐ 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 18th September 2025

Position Chair

Signature REDACTED

Name REDACTED

Address REDACTED

Date 19th September 2025

Position Secretary

Signature REDACTED

Cowdenhill Community Centre Business Plan January 25 (Revised)



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1. Introduction

Bo'ness is a town, former burgh and seaport on the south bank of the Firth of Forth in the Central Lowlands of Scotland. Historically part of the county of West Lothian, it is a place within the Falkirk council area, 17 miles (27 kilometres) northwest of Edinburgh and 6+3/4 miles (11 kilometres) east of Falkirk. At the 2011 United Kingdom census, the population of the Bo'ness locality was 15,100.

Until the 20th century, Bo'ness was the site of various industrial activities, including coal mining, salt-making and pottery production. With its location beside the Forth, the town and its harbour grew in importance in the industrial revolution and later continued to grow into the Victorian era. Since the late 20th century, deindustrialisation has changed the nature of the town, with the coal mine closing in 1982 and the waterfront area now being primarily used for leisure purposes. However, some industry remains in the town including an ironworks and a timberyard/sawmill beside the Forth. The centre of the town contains several listed buildings and is part of a conservation area.[2] The town is the home of the Museum of Scottish Railways and also a regional motor museum.

Situated on the corner of Cowdenhill Road, Bo'ness. Cowdenhill Community Centre offers a choice of rooms to suit many different activities and events.

Cowdenhill Community Centre (SCIO), SC047632, Registered charity from 08 August 2017.

The group's charitable purpose is for the provision of recreational facilities, or the organisation of recreational activities, with the object of improving the conditions of life for the persons for whom the facilities or activities are primarily intended. The group have been working together to form a plan of action, in support of retaining the community building through a Community Asset Transfer lease agreement with Falkirk Council.

Our future aims are to:

- Facilitate a place where different local partners in a neighbourhood can come together and address the issues that matter most to them
- Provide a means for alternative approaches to service delivery underpinned by the principles of community involvement and partnership
- Be a collaborative effort, where many people in the community are involved
- Make use of good ideas and resources within the community, to form an asset that is adaptable to changing circumstances
- Have an income that is sustainable
- Have a range of income sources to cover the costs of running the building, maintenance, such as grants, donations, hiring out space, delivering contracts and seeking sponsorship

We believe that we have the necessary skills to manage our building and get the best for our community.

We want to Community Asset Transfer the following Falkirk Council Property: Cowdenhill Community Centre, Cowdenhill Road, Bo'ness, Falkirk, EH51 9JH UPRN: 136061434

The current valuation of the building is £55,000; the current rental value of the building is £8500. We propose to pay the value of £1, as highlighted in section 3.9.

We are unaware of any other interested parties in a community asset transfer of the above property.

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 Community Ownership Plans

The Group's charitable purpose is for the provision of recreational facilities, or the organisation of recreational activities, with the object of improving the conditions of life for the persons for whom the facilities or activities are primarily intended.

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.' We have also considered priorities, actions and outcomes/indicators from The Falkirk Council Plan 2022-2027 and Falkirk Health and Social Care Partnership Strategic Plan 2023-2026. We have demonstrated how our plans contribute to these priorities, actions and outcomes/indicators in the table below.

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/improving 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. Whilst it is early days for our group in its journey for our CAT, we are working towards becoming a local anchor organisation, rooted in our community and ensuring both meeting space and the services and activities that take place there 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,
Falkirk Health and Social Care Partnership Strategic Plan 2023- 2026	Community-based services; Early intervention and prevention.	Enhance services to improve the 'flow' through hospital settings, prevent admission, and promote independent living; Minimise the harm of long-term health conditions, ill mental health, substance use or neglect through early action.	People have the opportunity and choice to access local services and 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 organisation. Early intervention and prevention will support many activities: to include all physical activity, we plan to allow other organisations to use the hall as a base for outreach work such as substance misuse support, welfare benefits, CAB, mental health and wellbeing. Cowdenhill Community Centre 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 community space they frequent.
The Falkirk Plan 2021- 2030	Community-led organisations are stronger and more	Work with local community bodies to widen opportunities to access funding, and	Funds invested in communities by partners;	We have strengthened our organisation by engaging with support offered, getting the backing of our

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 access digital services and have the skills and confidence to safely participate online (T2/O5)

Individuals and families affected by poverty have access to joined-up, multiagency support services, and know how and where to access them (T2/O7);

Fewer people struggle with the costs of food, fuel and transport (T2/O8);

Fewer people struggle with feeling socially isolated or lonely (T3/O12). 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;

Work with the third sector to create mechanisms to identify people that may be experiencing poverty but aren't known to the system;

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.

There will be successful completed Community Asset Transfers/Number of Asset Transfers across Partners;

Number of activities targeted at vulnerable groups.

community through engagement and collaboration. We will look to 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 our ability to meet the needs of the people that live in the local area, increase opportunities for local volunteering, participation, employment and support.

We will install Wi-Fi in our building for the local community to access.

By providing a local facility, the people in the area will benefit from services they would otherwise have to travel to. This will make it far more accessible to our local communities.

We will work with our community to ensure that our community is understood, and their voice is heard in the planning process, highlighting our unique challenges and priorities.

We will work with our community and partners, to highlight the need for equal access to essential services. Our Adult singing for elderly loneliness and isolation.

1.2 Local Benefits

We currently have lets from local community groups such as yoga classes, dress-making classes, dance groups. Singing groups, and baby massage classes. It is also an easily accessible and affordable venue for local community gatherings.

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 a community led space that helps 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 for the local community
- Being community led
- Intergenerational approach to serving all age ranges in the community
- Provide a space for mental health support services for the local community
- 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 a space for children to help alleviate child poverty in the area

Measuring Performance (KPI):

We will measure the usage of the hall on a monthly, quarterly and yearly basis, against our aims to increase usage by 20% for the first 2 years.

We will monitor our social impact by collecting information on the demographics of hall users, gathering feedback in terms of health and social benefits of users.

2. The Group Status

The charity is called the Cowdenhill Community Centre (SCIO) and has the legal status of a Scottish Incorporated Charity, SCIO SC047632.

The group is a 2-Tier membership organisation and will be run by a board of trustees and a membership, these will be drawn from a range of local people and organisation who have an interest in the building.

As a Board of trustees, we are aware of our role and responsibilities in relation to good governance and take these seriously. We have already demonstrated our effectiveness as a Board and will continue to build on this.

The hall will offer a full range of letting arrangements for groups, businesses and individuals. Initially it will be managed by volunteers from our membership group, however, we may in the future look at employing an individual to manage the building.

General membership is open to all individuals and groups residing or operating within Bo'ness and the surrounding areas. They may vote on matters to be decided at all Annual General Meetings.

We have Public Liability insurance for £1,000,000

We seek to purchase using the Asset Transfer process.

2.1. Exemptions

We will seek VAT exemption as a registered SCIO.

We will seek full rates relief.

We will seek exemption from water charges as a registered SCIO.

3. Market Information

3.1. Products and Services

The community hall offers, will continue to offer and will look to expand upon the following range of services:

- Social gatherings for various age ranges
- Yoga classes
- Dance classes
- Art classes
- · Adult singing for elderly & dementia carers
- Religious groups
- Children's birthday parties
- Breastfeeding Support Group
- Dressmaking classes
- Baby & toddler group
- Baby massage classes
- Local political group meetings
- Physical Fitness classes
- Councillor surgeries
- MSP surgeries

It should also be noted that Cowdenhill is a designated polling place.

3.2. Market

Our target market will be the local community and surrounding area. There is an estimated population at present of 15,100 from the 2020 population estimate. This is predicted to grow to more than 16,000 over the next 2 years with the building of the housing developments.

We plan to specifically target the class letting market, however, we will make the hall available for other uses. Specifically, Bo'ness has a rich history of community spirit through the Fair Day and the hall is perfect for event hosting for the children and fundraising. Over time we would like the hall to become a hub where the spirit of Bo'ness is evident.

We estimate that the current usage of the large hall, is about 70% We would look to increase that to about 80% in Year 2.

We estimate that the current usage of the meeting room, is about 6%. We would look to increase that to about 30% in Year 3.

We estimate that the current usage of the board room, is about 12%. We would look to increase that to about 50% in Year 3.

3.3. Competition

Competition will come from the other similar community buildings including:

- The Town Hall
- The Scout Hall
- Local Church Halls

We have thoroughly researched the above and believe that by offering a community space that is cost effective and without any preconceived notions of the space – either the building or the use thereof, it is possible to generate sufficient income to build and maintain a viable community hall/space.

3.4. SWOT Analysis

<u>Strengths</u>	<u>Weaknesses</u>
Local – no travel costs.	Repair work required on the building
Dedicated volunteers with experience running the building	Steps needed to improve energy conservation
Support of CVS Falkirk & District.	Kitchen needs to be replaced
Using local tradespeople (community	Size of rooms limits use
members) for repairs/maintenance.	Layout can be disjointed for multi group
Low cost for community use	use
<u>Opportunities</u>	<u>Threats</u>
Develop skills of local people.	Failure to attract enough business to ensure
Attract grants to develop range of services	funds.
to improve health and leisure opportunities.	Rising utility costs
Scope to grow as other local facilities	Costly repairs.
reduce.	Discontent with neighbours.
The more users, the easier it is to minimise	
the costs for all.	
Develop the property to be of better use to	
the community.	

3.5 Negative Consequences

We have considered potential negative consequences of the group taking over the building through Community Asset Transfer as:

- Costly repair work is required for the building we will need to fund.
- Utility costs are high for the building, and we understand the risk of these increasing.
- There is a risk of us not being able to attract enough business to ensure the hall is able to continue.
- We understand there is a lot of volunteering work required for our proposal to work and are reliant on there being a continued involvement from the community to help with this.

We foresee no external negative consequences of taking on the asset as we already run the building.

3.6. Community Engagement

We have engaged with the community on multiple occasions both in a personal and individual basis through hosting events such as Christmas Markets, Boness fair fundraisers etc and look to expand upon this in the future. Regular verbal and email communications with user groups and their appointed representatives

We have had great interest, letters of support and over 100 respondents to a poll on keeping the hall in operation with an almost 100% positive response rate. Positive responses from local community looking to engage with the voluntary running of the hall or asking how they can support us publicly.

Communication has been done through emails, questionnaires, polls and posts on ours and other local social media pages. We have also received several Letters of Support from users and the community (please find attached in the Appendix).

Communication recently resulted in 25 new members signing up and this will continue to be added to month on month as we increase advertising and social media updates

There is a need, genuine desire, and support, for the community asset transfer.

3.7. Marketing Activities

MARKETING STRATEGY

We will continue to utilise our social media as a touch point for the local community. One of the greatest strengths of Bo'ness is word of mouth and engagement with the local shop keepers. We use an online booking system at present which has proven very successful in enabling hall users to check availability. We will be looking at developing our own website as a further promotional tool.

We will continue to engage with other charitable groups in the area and offer support as and when possible - through the offering of space and financial assistance. We have been given letters of support from our regular users and will be seeking them from the wider community. We have the support of our local councillors.

We aim to continue with our established and regular clientele, and benefit from word-ofmouth recommendations to bring in additional opportunities. We will also introduce the following promotional activities to market to increase the use of the building where there are gaps:

- Discounts for regular groups
- Opportunities for new groups to take up available space
- Allow taster sessions
- Reduced rates for new groups for short period

3.8. Prices and Margins

We have carried out extensive checks on the prices being charged by our main competitors and have based our prices on being competitive with them. The attached Financial Appendices show that this pricing structure will allow us to make sufficient profit to build a sustainable future for our community building.

Our forecasts for year 1, are based on the services that we provide:

Services	Selling Price £
Classes and parties	£ 15.00 per hour
Social gatherings	£ 15.00 per hour
Board Room	£ 12.00 per hour
Meeting Room	£ 12.00 per hour

Our forecasts for 2025/2026 are based on the services that we provide, with a proposed increase in the let price which has provisionally been set as.

Services	Selling Price £
Classes and parties	£ 18.00 per hour
Social gatherings	£ 18.00 per hour

Board Room	£ 15.00 per hour
Meeting Room	£ 15.00 per hour

Our forecasts for 2026/2027 are based on the services that we provide, with a revised increase in the let price which will be agreed upon at our AGM.

Services	Selling Price £
Classes and parties	£ 20.00 per hour
Social gatherings	£ 20.00 per hour
Board Room	£ 17.00 per hour
Meeting Room	£ 17.00 per hour

3.9. Community Asset Transfer Plan

The current valuation of the building is £55,000; the current rental value of the building is £8000. Essential repairs (as demonstrated in the Conditional Survey Report in the appendices) to the building are £0.00, as Falkirk Council have complied with their obligations to ensure that the building is wind and watertight, and statutorily compliant. We expect to have to carry out additional repairs in the value of £126,350 according to the survey, over the next 5 years, to bring the building up to an acceptable standard and fit for purpose. We propose that the community benefit that we can provide is £271,375 over the next 5 years and we will directly save Falkirk Council £41,697 over the next 5 years, as highlighted in the tables below. We propose to purchase for the value of £1

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

We have calculated the group's Board of Trustees volunteering hours based on monthly meetings of our board of trustees and all volunteering work carried out by the board. A rate of $\pounds 40$ /hour has been calculated for when the Board meets, and when individuals are acting in their capacity as a Trustee of the Board. We have also calculated the Volunteer hours based on the activities, events, etc that we have planned for the next few years, plus the day-to-day management of the hall.

Volunteering Hours	Rate	Hours	Year 1 Benefit	Year 2-3 Benefit	Year 4-5 Benefit	Total
Board of Trustees	£40 ph	350	£14000	£29272	£31052	£74,324
Volunteers	£12 ph	260	£3120	£6522	£6978	£16,620

Total	610	£17120	£35794	£38030	£90,944

We have calculated our social impact and health benefit value based on the activities that we intend to provide at Cowdenhill Community Centre

Community Benefit	Impact	Total (5 year)
Economic development /income generation	Our centre provides essential services and spaces that might otherwise be inaccessible due to the financial constraints of our local community. The centre remaining open and in community ownership, will help to develop the skills and experience of our local community through volunteer places, to build upon an individual's experience and skills capacity, thus supporting our community's future employability. By offering volunteer positions, the centre 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. The centre can support local businesses by providing a venue for classes, workshops, and events. This can stimulate local commerce and provide additional income streams for small business owners. Offering educational and training programs can help bridge the gap for those who are not in full-time education or employment. A community centre fosters social cohesion and well-being, which are essential for a thriving economy. By providing a space for community activities and support services, the centre can improve the quality of life for residents, making Bo'ness a more attractive place to live and work. This can indirectly boost the local economy by attracting new residents and businesses.	£16,500
Regeneration	The closing of a vital community building would be hugely damaging to the local area. We have plans to upgrade our space and our garden area, so that it can be enjoyed by our whole community. We plan to continue our community work to contribute to the local regeneration of the area. We will be upgrading the building with the help of various funders, including Falkirk	£12,000

Council, which will ensure that the building is upgraded and fit for purpose, encouraging regeneration in the local area, as the community engages with the new vibrant and modernised local centre.

The community centre can act as a hub for local economic activity.

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 at our centre, such as voga classes and dance classes, 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 medication and mental 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.

Social Wellbeing

The activities and social interactions facilitated at Cowdenhill Community Centre contribute significantly to both the mental and social wellbeing of our community. Our centre provides a safe space for the local community to meet and engage with each other, in a vast range of activities and events.

A vibrant community centre can foster social cohesion by providing a space for residents to

come together, share experiences, and support

£42,000

£85,800

one another. The centre can host a wide range of social activities and events, from hobby groups to cultural celebrations. These activities foster a sense of community and belonging, which is essential for social well-being. Offering volunteer opportunities at the centre can enhance social cohesion and provide residents with a sense of purpose. We host valuable classes such as the adult singing for elderly & dementia carers class. These services can provide essential support to vulnerable populations and improve overall social well-being.

By facilitating intergenerational activities, the

By facilitating intergenerational activities, the centre can bridge the gap between different age groups.

The centre can serve as a hub for community engagement, encouraging residents to participate in local decision-making processes. This can foster a sense of ownership and pride in the community, leading to greater social cohesion and well-being.

Environmental Wellbeing / Environmental Benefits

£24,131

We plan to continue to work in an environmentally conscious way, and we have plans to make energy efficiency improvements to reduce our carbon footprint on the environment and local community. These improvements contribute to a healthier, more attractive, and more liveable community, benefiting all who live here. These energyefficiency improvements can lower operational costs, allowing more funds to be allocated to community programs and services. Educational workshops on topics such as recycling, composting, and energy conservation can empower the community to make environmentally friendly choices, contributing to a greener Bo'ness.

By implementing energy-efficient technologies and sustainable practices, the community centre can reduce its environmental impact. This can include installing solar panels, using energy-efficient lighting, and implementing water-saving measures. These initiatives not only benefit the environment but also serve as a demonstration of the community's commitment to sustainability.

The centre can engage the community in environmental initiatives, such as clean-up drives, tree planting events, and 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		£180,431

Direct Savings	Cost	Year 1 Benefit	Year 2-3 Benefit	Year 4-5 Benefit
Utilities	£5040	£5040	£10382	£11500
Insurance	£400	£400	£860	£900
Cleaning & Domestic	£1800	£1800	£3708	£4107
Rates	£0	£0	£0	£0
Maintenance Costs	£500	£500	£1100	£1400
Staffing (direct/indirect)	£0	£0	£0	£0
	Total	£7740	£16050	£17907

Breakdown

The valuation of the building is £55,000, the rental value is £8000pa. Taking into consideration our volunteering hours, health and social benefits, and direct savings to Falkirk Council, the value we will provide over 5 years, is £284,572. We therefore will offer to purchase for £1

Costs

Start Up Costs			
Item	Date	Cost	Funder
New Signage	2025	£325	Falkirk Schools Charity Board
Wi-Fi	2025	£800	Tesco Community Fund

2025 – 2026 Capital Costs				
Item	Date	Cost	Funder	
Kitchen Upgrade/storage	2025	£12,400 to £15,900	Enablement fund	
Floor Resurfacing	2026	£2,000	Robertson Trust	
Baby Changing	2025	£500	Asda Foundation	

To be negotiated with Falkirk Council using the Enablement Fund and Match Funded by External Funders			
Item	Date	Cost	Funder
Solar Panels and battery storage facility	2026	£12,000	CARES Match Funding
Heating System & Radiators	2026	£10,000	Business Energy Scotland Match Funding
Door Entry Security System	2026	£3800	The Levelling Up Fund Match Funding
Construction of Storage Room	2026	£2500	Community Choices
Total Match Funding Requested		£28,300	Capital Enablement Fund (Falkirk Council)

Ongoing Costs				
Item	Cost			
PAT Testing	£35			
Fire Extinguishers	£159			
Hall Cleaning	£1500			
Accountant	£300			
Cleaning Materials	£200			
Insurance	£400			
Utilities	£5,040			
Maintenance	£400			
Water	£0			
Sundries	£400			
PHS Sanitary	£340			
First Aid Box	£30			
Advertising/Marketing/Website	£400			

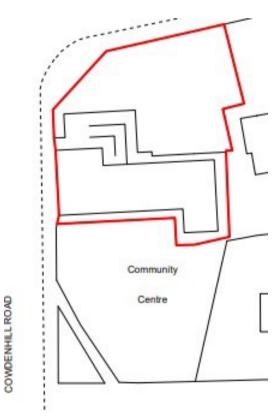
We will endeavour to work with all our partners in the area, including local businesses; the Fair Day Committee; and other local authority services.

4. Location

The business will operate from Cowdenhill Community Centre, Grangepans, Bo'ness, EH51 9PH

MAP VIEW





Energy Efficiency Improvements

Ecologically, the main footprint of the hall is its electricity and water consumption. Whilst little can be done to minimise the use of water through its primary source of waste management within the hall, we aim to investigate changing the toilets to be more water efficient.

We have already changed the lightbulbs to be more energy efficient and we look to install solar panels to help reduce electricity costs.

We also aim to redevelop the kitchen to be more energy efficient.

It is easily accessible by foot or public transport within the town which minimises the transportation impact.

We would aim to develop the land around the building to make it more visually appealing to increase the absorption of Co2 and minimise littering.

4.1. The Building

Exterior Front



• Exterior Side (Left)



• Exterior Side (Right)



Exterior Rear Ground



• Exterior Rear



• Main Hall





Kitchen

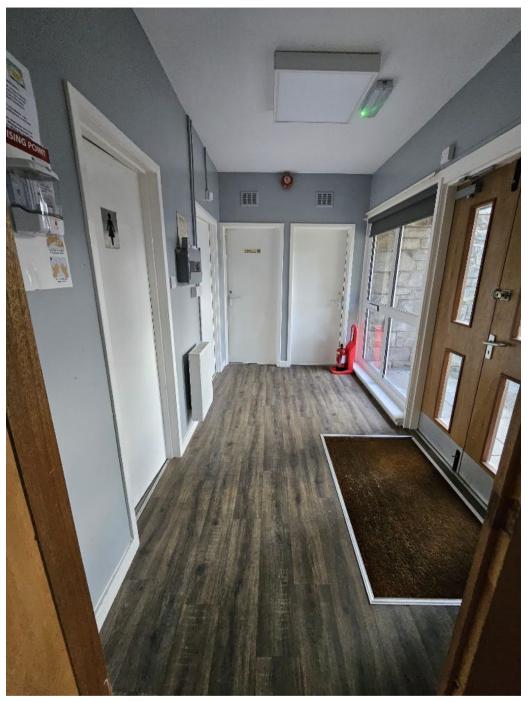


Bathroom and Disabled Bathroom

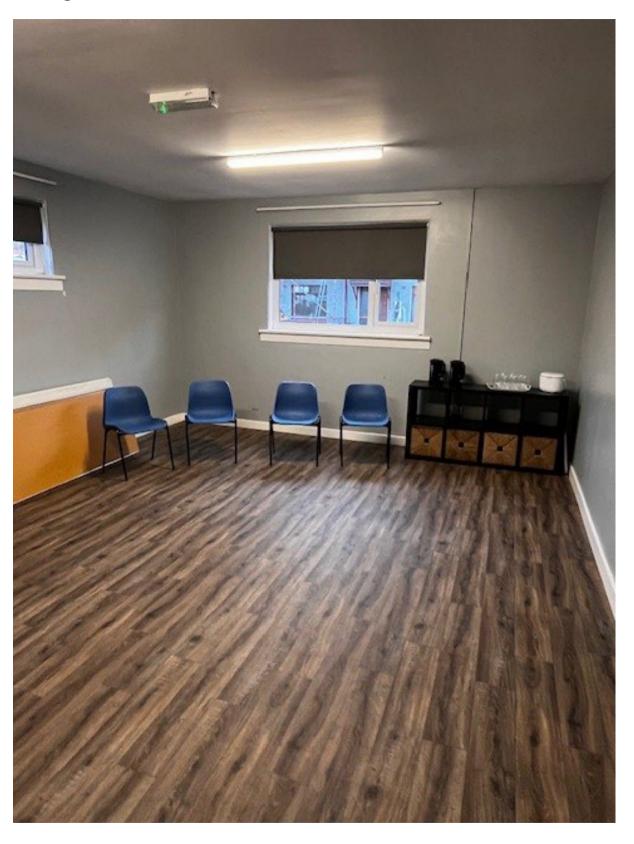




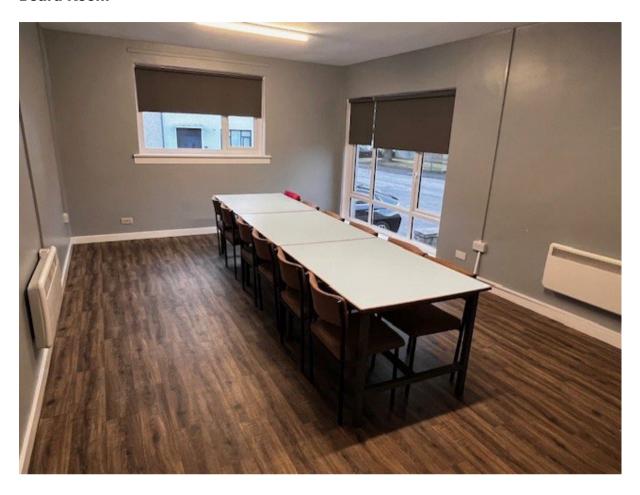
• Foyer



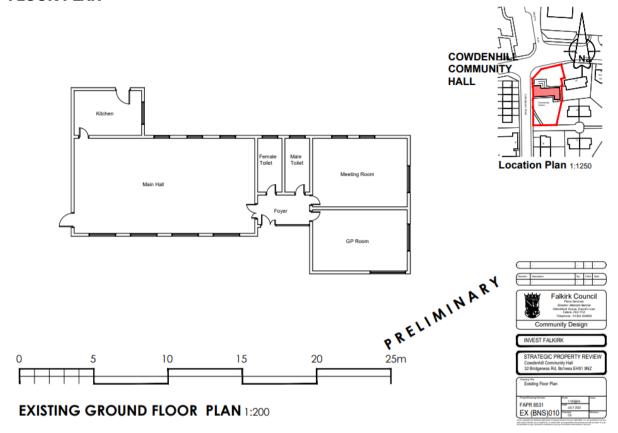
Meeting Room



Board Room



FLOOR PLAN



DESCRIPTION OF BUILDING AND FACILITIES

We will look to undertake a full survey of the building and work with the council on a list of changes that are required prior to lease agreement, the council will also provide their own survey and all details of building works planned etc. We look for a survey that will cover RAAC and Asbestos, if required.

5. People

Board/Trustees:

Name Redacted Role Chair

Experience

Working and liaising with Subject Matter Experts in law, finance, accounting and conveyancing for the development of business,

Previous Charity involvement fundraising for a local Hospice

Currently also a member of a Humanist Charity which provides wedding and funeral service for disadvantaged individuals

Name Redacted Role Treasurer

Experience

Retail Group Manager dealing with multi site locations within a high turnover environment. Strong commercial and operational skills. Ongoing experience of HR issues, financial management, logistics and personnel management

Relevant experience in Community involvement and currently also Volunteers with the Bethany Trust providing support to Homeless and disadvantaged individuals in Edinburgh

Name Redacted

Role Secretary

Experience

local Business Owner and Operational Manager. Civil Service background with 30+years working in Social/Welfare Benefit and Employability Services. Extensive knowledge on delivering services and contractual obligations

Stakeholder engagement working with a range of Charitable trusts, 3rd sector Organisations and Community and welfare Groups across the Lothians and Scottish Borders Local Authority and NHS Trust areas

Run a member led Community dance class for almost 40 years in West Lothian for a local Community Centre/CDT enabling all children and young adults to access dance/drama and self expression, building friendships and confidence as individuals. Removing the barriers and costs that would apply to this via commercial dance classes

Name Redacted

Role Vice Chairperson

Experience

Working in the NGO sector for 18 years in a senior position. Additionally, 9 years experience in the Renewable Energy sector Strong operational, evaluation and community engagement skills.

Redacted also has extensive experience in volunteering.

Previous Trustee of Kirknewton Development Trust

Name Redacted

Role Compliance Manager

Experience

Strong organisational skills working as a Merchant Navy Officer for 14 years, then as a Marine Consultant until 20 17 including being berth master in Newfoundland for 6 years. Currently employed as a flight dispatcher at Edinburgh Airport Experienced in logistical management, emergency response, strong reporting abilities and compliance issues

Highly skilled in engaging with members of the public, providing support and dealing with sensitive and sometimes challenging situations

Name Redacted

Role Board Member

Experience

Redacted is currently employed in a senior position in the Public Sector.

Redacted has a Wealth of experience in Volunteering and Community Engagement. As well as being a Board Member of Cowdenhill Lorna is also currently the Organiser of Bloomin Boness and is a member of Boness community Council

Name Redacted

Role Board Member

Experience

Redacted is currently self-employed and is deeply involved in community activities

Similar experience in Volunteering and Community Engagement and invested in making Boness a great town to live in. Currently Joint Organiser of Bloomin Boness and is a member of Boness community Council in addition to being a Member of Cowdenhill

Name Redacted

Role Board Member

Experience

Redacted is a Retired school teacher. Vast organisational skills as well as budgetary experience. Dedicated to the concept of life long learning

Redacted now volunteers for various groups in Bo'ness.

Previous Volunteering and Charity work includes working with the Samaritans and a Homeless Project in Dundee offering support and accommodation to adults with addictions

Name Redacted

Role Board Member and Secretary

Experience

After working in rural social and economic development previously, Helen now works within the Science Industry

Hailing originally from Shetland, Helen is well acquainted with the concept of community effort organising local events and providing community facilities.

Charity and Volunteering experience includes working within Economic and Rural Development Organisations. Involved in setting up Charities, providing creative options for people in very rural areas of Scotland.

Be friender and welfare support to individuals with babies under the age of 2 in Edinburgh

6. Finance

We have worked hard as a group to review our 5-Year cashflow and sales plan. This is based on our recent experiences and market research. We started from April 2025 to allow time for us to have the lease in place.

Cash Flow

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

Reserve Levels

We estimate the need for reserves at £20,000 which we will maintain throughout the year.

Bank account

TSB

Grants

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

7. Summary

The Charity offers Falkirk Council £1 purchase the Cowdenhill Community Centre under an Asset Transfer. The basis of this offer is:

- Market value has been assessed by Valuer as £55,000, and rental value as £8000.
- Community benefit of the Charity's work over five years is estimated at £271,375

Essential repairs (as demonstrated in the Conditional Survey Report – Appendices) which Falkirk Council will be required to undertake to ensure that the building is wind and watertight, and statutorily compliant. We expect to have to carry out additional repairs in the value of £126,350, according to the survey, over the next 5 years, to keep the building up to an acceptable standard and fit for purpose

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

Name of Community Group: Cowdenhill Community Centre

Contact: Redacted

(Treasurer)

Address: Redacted

Email: Redacted

Appendix 5

Name of property Cowdenhill Community Centre Cowdenhill Community Centre (SC		nmunity Centre	SCIO number or equivalent SCO47632	Sale or lease? Full Ownership	Length of lease N/A	Rental per annum (or outright cost) £1 sale			
				APPLICATION DET	ADDITIONAL COMMENTS	ASSESSMENT RATING Very Strong / Strong / Moderate / Weak / Poor			
BENEFITS (OUT									
1. Objectives Do project outcomes contribute to achieving the Council's priorities?			and healthier co	ns with all of the Council's Strategic ommunities; promoting opportunities alities; and supporting a thriving ecor	and educational attainment and	Supporting stronger and healthier communities is at the heart of community ownership	Very Strong		
2. Financial	Financial Is there a financial saving on public sector costs?			nates a revenue saving to the Counc	il of £6560 per annum <u>(SPR</u>	See SPR Savings Spreadsheet	Very Strong		
	Is there an enhance public benefit the volunteering ho			they generate 610 volunteer hours penancial equivalent of over £17,120 pu		See Request Form Section 7.1	Very Strong		
	Current market		Market valuatio	n =£55,000 ownership & £8,000 per	See Ryden Valuation				
		nance figure from	June 2025 Surv	ey reports backlog repairs to value o	See June 2025 Curry & Brown Condition Survey	Very Strong (Case for CAT)			
3. Non-financial	What is the imp	act on:							
benefits	(i) economy		increased footfal build experiance providing a vel commerce and Offering educa are not in full-tohesion and a space for conful quality of life for attractive place attracting new	Hall will bring more people to the neal at businesses and amenities. Volue and work skill. The centre can sunue for classes, workshops, and ed provide additional income streametional and training programs can time education or employment. A well-being, which are essential formmunity activities and support set or residents, and promote inclusive to live and work. This can indirest residents and businesses.	See section 4.2.1 CAT Request Form	Very Strong			
	(ii) regeneration		significantly red made for new k space are sugg	itchen applicances. Plans to upgrade ested in the proposal	usiness more viable, application being e Both the building and the garden		Strong		
	(iii) public heal	th	Centre offers a expand to accomproving the pressure on pressure on pressure activities and the pressure activities and the pressure activities and the pressure activities are activities	See Request Form section 4.2.3	Very Strong				

		and interactive groups help individuals find a sense of self worth and help support charitable and community events.		
	(iv) social wellbeing	The activities and social interactions facilitated at Cowdenhill Community Centre contribute significantly to both the mental and social wellbeing of our community. Our centre provides a safe space for the local community to meet and engage with each other and enjoy a range of activities and events. Offering volunteer opportunities will further enhance social cohesion and provide residents with a sense of purpose. We host supportive groups such as the adult singing for elderly & dementia carers class and chair yoga for those less able. These services can provide essential support to vulnerable populations and improve overall social well-being. By facilitating intergenerational activities, the centre can bridge the gap between different age groups.	See Request Form section 4.2.4	Very STrong
	(v) environment / climate change (including figures on carbon dioxide equivalent)	Cowdenhill is a "zero waste" hall discouraging the use of disposable products and ensuring users make conscious decisions around environmental impacts. The group plan to continue to work in an environmentally conscious way, and have plans to cut energy costs with improved energy efficiency including installation of solar panels within a 5 year plan. The centre can engage the community in environmental initiatives, such as clean-up drives, tree planting events, and 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.	See Request Form section 4.2.5	Strong
	(vi) other	Reduction of Inequalities – Group objectives are stated as objectives are: To improve health and wellbeing of the local community Promote Social inclusion and prevent loneliness Provide increased social benefits Empower our community and families to have a say in how things are done Reduce poverty in the area by giving access to essential services to help improve the wellbeing of the community Provide a safe and supportive space for children to help alleviate child poverty in the area Promote Community Partnership and Involvement		Very Strong
4. Equality	What evidence is there that the project:			
	(i) contributes to reducing inequalities (protected characteristics)		See Request Form Section 4.2.6 See EPIA	Strong
ADILITY TO DEL	(ii) Promotes equality		See EPIA	
5. Governance /	Are appropriate governance structures in place?	Yes. The group is a 2-tiered SCIO - Scottish Charitable Incorporated Organisation number. Legal srvices have confirmed the Constitution to be in compliance with the 2015 Act as a Full Purchase CTB	See Scio 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 Applicants have demonstrated their plan for utilising the resources at their disposal through the Business proposal and application. The Hall will be run by volunteers who are either committee members or members of the Cowdenhill Group. Suitable Biographies of these key personnel have been provided. The Finance for the hall will come from lets of the hall, for extensive events, classes and activities planned and demonstrated throughout the Form and Business proposal	See Request Form Section 4.5.2 See Business Plan Section 5	Very Strong
7. Sustainability	Has it been demonstrated that the resources are sustainable over the lifetime of the project?	The Proposal demonstrates That the resources that are currently in place are robust and will likely be sustainable of time. The Volunteers are drawn from a sizable membership which in turn is likely to self-renew over time. The Group holds a Constitutional clause of a minimum of 20 members at any given time.	See Business Plan Section 5 See SCIO Constitution	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 groups and projects operating from the Hall. The Group have purported an ongoing system of monitoring and feedback that will help to shape the activities and use of the hall going forwards .	See Request Form Section 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. There has been both online survey and ongoing community feedback relating to this application. There have also been public meetings held to increase membership and gain community opinion on the forward planning of the activities offered by the hall	See Request Form Section 5.1.1	Very Strong
10. Local Community Support	What evidence has been provided of local community support?	The Applicants have formed links with several other local organisations including Schools, Bloomin Bo'ness and the Bo'ness Fair Commitee. They intend to maintain these strong links and to have a collaborative approach		
OTHER				
Is the building co	urrently staffed?	1. For buildings which were staffed (including with cleaners) No employees remain at the building being considered by this report. Having considered the options available to them, all employees chose to accept either voluntary severance or redeployment and therefore no TUPE considerations apply.		

CONCLUSION	
COMMENTS	OVERALL ASSESSMENT (See Table below)
A good proposal overall with solid planning for financial sustainability, assessed as strong or Very strong through out. Relatively small Enablement Fund Request for upgrades to kitchen whic will help to market the property to the public as a viable space for events and parties. Very solid capacity from a highly motivated and experienced Board of Trustees. Strong community Consultation and very good evidence of support	Very Strong

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

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

MONTH	2025 - 2026 April M	lay Jı	une Jul	y Aug	Se	ept Oo	ct No	ov De	ec Jan	Fe	eb M	ar	25/26 TOTAL	Projections fo	•		OTAL
	7.p.i.	,	Ju.,	, ,,	0.0	γρ. Ο.			, , , , , , , , , , , , , , , , , , , ,			u.	101712				0.7.12
INCOME																	
Opening Capital	34500												34500	35050	37098	39892	43533
Hall Lets	1100	1100	1300	500	700	1100	1100	1100	600	900	1100	1100	11700	12870	14157	15573	17130
Funding													0	0	0	0	0
TOTAL INCOME	31100	1100	1300	500	700	1100	1100	1100	600	900	1100	1100	46200	47920	51255	55465	60663
EXPENDITURE																	
Wages													0	0	0	0	0
Premises - Rent	50	50	50	50	50	50	50						350	0	0	0	0
Premises -Heat & Light	420	420	300	300	420	500	800	800	900	900	800	600	7160	7000	7350	7718	8103
Premises - Repairs			120	20	20	150	20		130			130	590	620	650	683	717
Insurance	50	50	50	50	50	50	50	50	50	50	50	50	600	630	662	695	729
Advertising/Promotional													0	0	0	0	0
Cleaning	150	150	150	150	150	150	150	150	150	150	150	150	1800	1890	1985	2084	2188
Admin Costs				300				350					650	683	717	752	790
Capital Expenditure Fund													0	0	0	0	0
TOTAL EXPENDITURE	670	670	670	870	690	900	1070	1350	1230	1100	1000	930	11150	10822	11363	11931	12528

Appendix 7

Equality & Poverty Impact Assessment 01141 (Version 1)

SECTION ONE:	ESSENTIAL INFORMATION	N							
Service & Divi	Place Services Invest Falkirk								
				Т	Cel: 01324504816				
Proposal:	Cowdenhill Commu	unity Hall CAT Purchase		Reference N	lo: 01141	01141			
What is the Pr	oposal?	Budget & Other Financial Decision	(New	Policy or Change)	HR Policy & Practice	Change to Service Delivery / Service Design			
		No		No	No	Yes			
Who does the	Proposal affect?	Service Users	Membei	rs of the Public	Employees	Job Applicants			
		Yes		Yes	No	No			
		Children and young people	Signific	cant impact?					
		Yes		No					
Other, please	specify:								
Identify the m	ain aims and projected ou	tcome of this proposal (please	add date of	each update):					
06/12/2025		r sale of Cowdenhill Communit							
	·								

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For budget changes ONLY please include infor	Benchmark, e.g. Scottish Average		
Current spend on this service (£'0000s)	Total:	6560	
Reduction to this service budget (£'0000s)	Per Annum:	6560	
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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SECTION THREE: EVIDENCE Please include any evidence or relevant information that has influenced the decisions contained in this EPIA. (This could include demographic profiles; audits; research; health needs assessments; national guidance or legislative requirements and how this relates to the protected characteristic groups.)

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.

Facebook Survey 171 responses

100% Agreement from local people for Community asset Transfer

18 letters of support from various users

200 plus service users

Volunteer Hours per annum 610

Value of these 17120

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

This impact assessment has been informed from the information provided within the Business Plan for Asset Transfer, The CAT Full Request Form and the EPIA Questionnaire.

The Organisational have stated their purpose as;

The Provision of Recreational Facilities and the organisation of recreational activities for the community served.

The Organisation State their collective values in Section 1.2 of their Business plan as:

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 for the local community
- · Being community led

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- Intergenerational approach to serving all age ranges in the community
- Provide a space for mental health support services for the local community
- Innovative and proactive approach to local people's needs

The EPIA Questionnaire - Below is the response from the group itself to questions about the number of persons with protected characteristics and general service users.

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

Moo Music, toddlers group

Moo Music Baby Group

Dementia Singing Group

Fitness Class for seniors

Stitch & Bitch Craft Group

Street Bratz dance Classes

Lauren Christie Dance Group

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14 8 30 24 12 8 12 Sex Ethnicity Religion / Belief / Non-belief Spiritualist Church Bo'ness Orange Order 45 18 Sexual orientation

Transgender

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Pregnancy / Maternity **Breastfeeding Support Group** 12 Marriage / Civil Partnership Poverty Care Experienced Other 2 art classes per week are open to all Dressmaking class is open to all Yoga Adult dance / keep fit 15 per class 12 10 15 Disability

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Dementia Singing Group

30

Best Judgement:						
Has best judgement been used in place of data/research/evidence?	No					
Who provided the best judgement and what was this based on?	N/A					
What gaps in data / information were identified?	The specific protected characteristics of all service users.					
Is further research necessary?	No					
If NO, please state why.	The Data provided is sufficient for the purposes of this EPIA					

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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.	Engagement en Community Ce such it is diffice. The Engagement en evidenced from below; User and Community Ce such it is diffice. Public meeting. Social Media	ent took place across several different methods, Including a Face book Survey, plus 2 community exercises and ongoing feed back from users. The Survey was launched on the Cowdenhill entre Facebook page and as such reached the users of the Hall. It was shared many times and as ult to know what the total reach of the survey was. 171 responses have been reported ent events were to attempt to gain new membership and volunteers. 25 new members has been in these engagement events. A full time line is included below of the groups consultative actions munity appeal for letters of support - 17 letters recieved from Groups and individuals using the gs - 20 attendees from members and service users surveys of Local people - 224 replies, 25 new members rotected Characteristics have been specifically contacted and have voiced support for the example Wee Baby Birds - A mother and Baby group, and Retirement Rocks - A choir attended and etirees.					
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						
Survey							

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Display / Exhibitions	No		
User Panels	No		
Public Event	Yes	Public invitations to AGM and EGM successfully gathered new committee members	
Other: please specify	The Group had further sent out a social media call for letters of support for their proposal from stakeholders and service users, resulting in a total of 18.		
Has the proposal / policy/ project been reviewed / changed as a result of the engagement?		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 Cowdenhill Community Centre Scio (CCCS) engages with all age groups from Babies through Youth to the elderly through its various activities. See section 3. The proposal ensures these activities will continue, positively effecting the participants concerned. There is the possibility of expansion of these activities.		
Disability		✓		The Dementia Singing group is the most obvious way that the CCCS. Persons with Physical disabilities are welcomed across the activities. The proposal ensures these activities will continue, positively effecting the participants concerned. There is the possibility of expansion of these activities.		
Sex		✓		The Activities in the centre are designed for both sexes without discrimination. Some activities are specifically for females such as the Breast feeding classes mentioned in the Business plan. The proposal ensures these activities will continue, positively effecting the participants concerned. There is the possibility of expansion of these activities.		
Ethnicity	✓			CCCS Welcome all participants to its various activities Including those with protected characteristics without discrimination.		
Religion / Belief / non-Belief	√			The religious beliefs of any individual are not generally sought and as such there is insufficient evidence for a positive impact to be stated. Individuals are welcomed to all activities without discrimination to their religious beliefs. There are 2 active spiritual groups in the centre that anyone can attend should they wish to.		
Sexual Orientation	✓			There is insufficient evidence of sexual orientation to state a positive impact. However CCCS welcome all individuals to the activities available at the centre, without discrimination.		
Transgender	✓			There is insufficient evidence on numbers of people with transgender status transgender to state a positive impact. However CCCS welcome all individuals to the activities available at the centre without discrimination.		

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opportunity and foster good relation	s. Scottish spe	ecinc duties include:	participants concerned. There is the possibility of expansion of these activities.
Marriage / Civil Partnership	√		There is insufficient evidence about the Marital Status or Civil Partnership status of participants in the activities of the Centre. However, CCCS welcome all individuals to the activities available at the centre without discrimination.
Poverty		✓	The Centre is in an area of Deprivation and abuts another to the east. The Continued operation of the hall will positively impact access to activities but also services for people suffering under poverty. The proposal ensures these activities will continue, positively effecting the participants concerned. There is the possibility of expansion of these activities.
Care Experienced	√		There is insufficient evidence for people with Care Experience who might participate in the centres activities. The Centre caters for all individuals equally. The proposal ensures these activities will continue, positively effecting the participants concerned. There is the possibility of expansion of these activities.
Other, health, community justice, carers etc.	√		No Evidence exists relating to these Protected characteristics.
Risk (Identify other risks associated with this change)	No Risk is id	entified with this change	•

	Evidence of Due Regard
Eliminate Unlawful Discrimination (harassment, victimisation and other prohibited conduct):	The Proposal is committed to ongoing non-discrimination and equity in dealing with all members of the public, Shown in their Objective Statement "Working in an inclusive and respectful manner, not discriminating against anyone". In following this policy the Board of trustees will not tolerate discriminatory practices or other prohibited conduct thus eliminating unlawful discrimination.
Advance Equality of Opportunity:	The proposal advances Equality of opportunity by offering a wide variety of activities to members of the public without discrimination. This is encapsulated by the Objective statement of "Working in an inclusive and respectful manner, not discriminating against anyone". This creates a culture of inclusion which fosters equality of opportunity in access to recreational activities, Training and education and

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Foster Good Relations (promoting understanding and reducing prejudice):

The overall tone and action of the proposal is one of fostering goods relationships across the community activities. By following non-discriminatory practices, various groups become exposed to each other, which breaks down preconceptions, fosters friendship and will assist to reduce prejudice.

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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	Some activities are educationally based and as such benefit that Sector, both in terms of Skills and Physical education.			
Fire	No				
NHS	No				
Integration Joint Board	No				
Police	No				
Third Sector	Yes	The Building is getting taken over by A third Sector Organisation and as such benefits that 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 (Cowdenhill Community Centre) 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 above. Asset.

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 Cowdenhill Community Centre Scio and many 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
	The Proposal will be presented at the Falkirk Council Executive Committee Meeting of December 6th 2025, by means of a full committee report with multiple ancilliary Documents.

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SECTION 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 Cowdenhill Community Centre to the CCCS will have a number of positive impacts on the area of its operation, both locally and further afield. There are no negative impacts 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 NII	NE: EPIA TASK	GROUP ONLY					
OVERALL AS	SESSMENT 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?					
ASSESSMENT FINDINGS If YES, use this box to highlight evidence in support of the assessment of the EPIA			Disaggregated data on protected characteristics of service users has been provided through the types of groups that are held in the facility. Engagement outcomes with service users and community has been provided to indicate a positive impact of this proposal.				
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, please describ	e:		
LEVEL OF IM	IPACT: The EP	IA Task Group	has agreed the follow	ving level of im	pact on the protected	d characteristic groups highlighted within	the EPIA
LEVEL		COMMENTS					
HIGH	No						
MEDIUM	No						
LOW	Yes	Overall assessment shows a positive impact on those with protected characteristics.					
SECTION TEI	N: CHIEF OFFIC	ER SIGN OFF					
Director / H	ead of Service						
Signature:	: Paul Kettrick Date:				14/10/2025		

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