

COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015
APPLICATION FOR REVIEW UNDER SECTION 86
THORNHILL COMMUNITY CENTRE, THORNHILL ROAD, FALKIRK FK2 7AE

VOLUME 1: STATEMENT OF CASE

on behalf of Falkirk Thornhill Community Hall SCIO (SC047801)

Submitted to: [REDACTED], Falkirk Council, by email to the
Strategic Property Review team (StrategicPropertyReview@falkirk.gov.uk), copied to
[REDACTED] and [REDACTED]

Date of submission: 28 September 2026

To be read with Volume 2: Evidence Index and Productions

1. The review and what FTCH asks the Committee to do

1.1 Falkirk Thornhill Community Hall SCIO ("FTCH") made an asset transfer request under Part 5 of the Community Empowerment (Scotland) Act 2015 (the "Act") for ownership of Thornhill Community Centre (the "Centre"). The request was validated on 2 March 2026. No decision notice was issued within the statutory period, which expired on 1 September 2026. The Council confirmed by email, after reference to its legal team, that the last date for this application for review is 28 September 2026. FTCH applies for review under section 86 of the Act (Evidence 01.01, 01.02).

1.2 A competing request for the same property was made by the Rainbow Muslim Women's Group SCIO (the "RMWG"), which lodged its own application for review on 9 September 2026. FTCH is making separate representations on that review. This Statement of Case concerns FTCH's own request.

1.3 In this Statement, the "Executive" means the Council's Executive, the committee of elected members that considered both requests and heard both applicants at its meetings of 18 June 2026 and 13 August 2026.

1.4 FTCH hereby requests Falkirk Council to carry out a formal review of this case and asks the Community Empowerment Review Committee (the "Committee") to:

(a) agree to FTCH's asset transfer request and issue a decision notice accordingly.

Why this matters: *The Act requires the Committee to agree a request unless there are reasonable grounds for refusing it. This Statement shows that no such grounds exist for FTCH's request, and that FTCH's request delivers the greater benefit to the whole community when the two are compared.*

(b) note that FTCH's request makes express provision for the RMWG's continued use of the Centre. At a meeting at the Centre on 3 September 2025, the RMWG itself proposed that FTCH should hold the licence of the Centre while both requests were assessed. The Council accepted that proposal in writing the next day. On 16 September 2025, however, FTCH received an email from a Council officer, [REDACTED], about finding alternative accommodation for FTCH's existing groups from 1 October. On 17 September the Council formally offered FTCH the licence on condition that FTCH granted the RMWG a sub-licence, and FTCH offered the RMWG up to a third of the Centre on that basis. At a meeting on 19 September 2025, [REDACTED] told FTCH's Chair and a trustee that the 16 September email should never have been sent. Within a week, after officers met the RMWG without FTCH, the licence was instead granted to the RMWG, with FTCH as its sub-licensee. FTCH has repeated its offer of an anchor let to the RMWG throughout its asset transfer request, and the offer remains open (Evidence 01.02, 01.03, 01.04, 01.05, 01.05a, 01.06, 01.07, 01.08).

Why this matters: *A transfer to FTCH displaces no one. The RMWG keeps its other venues and is offered a defined place at the Centre. A transfer to the RMWG, by contrast, leaves the Centre's existing groups with no equivalent alternative: one established group has already said it will leave the Centre if the RMWG takes it, a second is considering leaving, and a third has raised concerns about its future there, while groups wishing to return and new groups wishing to start have said they will do so under FTCH or an equal governance model, but not under the RMWG alone. And if the RMWG consolidates its activities at the Centre, as its own request says it intends to, the other community centres in the Falkirk area where it*

currently hires space lose a regular user and the income that comes with it. FTCH's request adds benefit at the Centre without taking it away from anywhere else. It matters too because the displacement of FTCH's groups was being discussed within the Council before FTCH was told anything had changed, which is why FTCH asks the Committee, in section 12, to establish how the licence decision was reached.

(c) in the alternative, if the Committee considers that neither request should be agreed as made, determine the matter on the basis of the equal governance model that FTCH put to the independent mediator in its private session on 8 July 2026, authorised her to convey to the Council, and set out in writing in its submission of 11 August 2026 and in its deputation of 13 August 2026: the model the Executive itself resolved to explore on 13 August 2026 (Evidence 05.01, 05.02, 05.05, 05.07, 05.08).

Why this matters: *It shows that FTCH's position has never been exclusive. The Council's own report records that, where requests compete, groups should be encouraged to work together. FTCH has proposed that at every stage. The Executive agreed it was worth exploring. The RMWG declined.*

(d) hold a hearing session before determining the review, and visit the Centre, for the reasons in section 13 of this Statement.

Why this matters: *The two reviews are in direct conflict on questions of fact that cannot fairly be resolved on paper, and because the pavilions on which the RMWG's proposal depends need to be seen.*

2. Summary

2.1 The review is a fresh assessment. Section 86(8) of the Act applies section 82(3) to (5) to the review, so the Committee must itself weigh the benefits of each request against the other, on the evidence now before it, and must agree a request unless there are reasonable grounds for refusing it. The officers' earlier scoring of 68 to 62, under which both requests were rated Strong, is part of the history of this process. It is not the test the Committee must apply (Evidence 03.01).

Why this matters: *The RMWG's review asks the Committee to treat the officers' recommendation as the starting point and to depart from it only if new evidence requires. That is not what the Act says, and the Committee should not approach its decision on that basis.*

2.2 The evidence has significantly changed since that scoring. Since 1 October 2025 the RMWG has held the licence of the Centre and FTCH has been its sub-licensee with protected lets. The Committee no longer needs to predict how each body would manage a shared community building. There is a documented record of almost twelve months, and it bears directly on the capacity of each applicant to deliver what it promises for the benefit of the community (Evidence 01.08).

Why this matters: *The officers scored two sets of promises. The Committee can now test those promises against what has actually happened, and the Act requires it to weigh the real benefits of each request, not the claimed ones.*

2.3 FTCH's case for its asset transfer request being granted, in its own right and over and above the RMWG's competing request, is set out within this Statement but can broadly be

summarised in the following points. The questions FTCH asks the Committee to answer are gathered in section 14.

(a) FTCH's request delivers the wider community benefit. Before the licence the Centre served 16 groups and around 346 regular weekly users: brain injury rehabilitation, mental health and addiction recovery services, older adults, neurodiverse participants, personal development groups, three exercise classes, creative art classes, bingo, two faith groups, two cultural heritage societies, parents and children, and weekly events and private parties. FTCH's request also provides for the RMWG. The Centre is FTCH's only venue; the RMWG delivers its services from a number of venues across the Falkirk area (Evidence 01.02, 04.01).

Why this matters: *Section 82 asks which request is likely to deliver the greater social wellbeing, public health benefit and reduction in inequality, and the guidance asks the Committee to weigh the impact on other community groups. FTCH's request serves every group at the Centre; the RMWG's proposal is built around its own programme (see section 4 of this Statement).*

(b) The earlier scoring is not a safe foundation. On the one criterion that turns on measurable evidence, Performance Management, FTCH scored higher. The six-point difference is built entirely from subjective panel views. FTCH was marked down for the commercial income that funds its low-cost community provision, even though, as a registered charity, every pound of surplus is reinvested in the Centre and its community. When [REDACTED] was questioned at the Executive on 18 June 2026, following FTCH's deputation, he confirmed that an element of commercial activity is required and that both applications were strong, and described the panel's view as a feeling. He maintained that position in his written response of 12 August 2026, confirming that "it was felt" one application was more community focused and that this was reflected in the scoring. The panel's view was never revisited (Evidence 03.01, 05.05, 06.01).

Why this matters: *A feeling is not evidence, and a subjective panel view is not a reasonable ground for refusing a Strong application. The Council's own officer has accepted that the very thing FTCH was marked down for is something the Council requires. The reasons given for the difference are expressed as opinion rather than evidenced comparison, and the treatment of commercial income, affordable provision and community benefit has never been explained. The scoring must be revisited, and the Committee cannot safely rely on it until it is (see section 6 of this Statement).*

(c) The operating record shows how established users have fared under the RMWG's control. Six of the twelve established groups in FTCH's protected timetable have gone, and occupation of that timetable has fallen from 31 per cent to around 19 per cent. Groups have cited uncertainty about the Centre's future. Users have also reported feeling uneasy at being observed from the car park around their sessions, and members of the RMWG have entered the Centre and interrupted FTCH's protected sessions, contrary to the arrangement that those sessions would not be disturbed. Access, keys, heating and building systems have been withheld or changed. Twice, the RMWG has obstructed a reasonable request within FTCH's own protected hours. From December 2025 it refused for nearly two months to let FTCH move one of its own hours on a Tuesday to accommodate Caledonia Services, a statutory mental health service, claiming another let occupied the slot when no let did or could have. In September 2026 it answered FTCH's request to move its own existing hours

for a faith group's one-off event by referring to a separate dispute about the account, which has nothing to do with that group or its protected let. Not once has the RMWG approached FTCH or any of FTCH's groups to understand their needs or include them in its plans. On Saturday 26 September 2026, two days before this review was lodged, it posted on the Centre's Facebook page inviting new groups to come forward; in almost a year of holding the licence it had not done so before. One of the remaining established groups has now stated that it will leave the Centre if the RMWG's request is agreed, a second is considering leaving, and a third has raised concerns about its future there (Evidence 04.01, 04.08, 04.09, 04.10, 04.18, 05.01, 07.04, 07.06, 07.07, 08.07).

Why this matters: *The RMWG's request relies on an assurance that every existing group will keep its place, and the Council relied on that assurance in its own equality assessment. The last year shows how that assurance works in practice: groups have gone, the groups that remain have been watched and interrupted, protected lets have been obstructed and used as leverage, and none of them has ever been consulted. An invitation to new groups posted in the final days before the review is not a record of engagement; it is the absence of one (see sections 7 and 10 of this Statement).*

(d) FTCH has paid all properly substantiated, undisputed charges. FTCH queried the RMWG's invoices in writing for months, from February 2026 and in detail on 15 and 22 May 2026, and the itemised queries were not answered. Only after FTCH raised the matter again in its deputation of 13 August 2026 did the RMWG supply further supporting documents, in September. FTCH reconciled every line within days and, on 18 September 2026, paid every charge that was properly substantiated and not in dispute. The remaining charges are specifically disputed, each for a recorded reason and with the correction or document that would resolve it, and those itemised issues remain unanswered. The RMWG's unilateral Operational Rules were never agreed to by FTCH, and the RMWG itself breaches the Rules it seeks to impose: it demanded payment within 7 days when its own Rules allow 30; it recharged FTCH for broadband when its own Rules say each party pays for its own; and it has never used the dispute process its own Rules set out, choosing instead to threaten debt recovery. A Council officer has since twice asserted to FTCH that it is in breach and has not paid, most recently on 25 September 2026, a week after FTCH's payment and its line-by-line reconciliation had been sent to him. In the same week, the RMWG published a statement on the Centre's Facebook page telling the public that, in almost a year, FTCH had paid only "one invoice of just over £200". That was Invoice 001, £217.89. The statement omitted that FTCH had paid a further £2,385.38 on 18 September, days earlier, covering every properly substantiated and undisputed charge. When FTCH posted a short reply noting that there were two sides to the story and inviting anyone who wanted clarity to contact FTCH directly, the RMWG deleted it (Evidence 08.01, 08.02, 08.03, 08.04, 08.05, 08.06, 08.07, 08.09).

Why this matters: *The RMWG presents FTCH as a non-paying partner and its own Rules as evidence of good governance. The documents show the reverse: a licensee that invoices without adequate evidence, leaves legitimate itemised questions unanswered, breaks its own rules, uses threats in place of answers, and publishes a false account to the community while removing FTCH's response. A body that manages a shared building's finances, and its public communications, in that way is dividing the community the Centre exists to serve (see section 8 of this Statement).*

(e) FTCH has offered to share the Centre at every stage. The RMWG has refused at every stage. In September 2025 the RMWG itself proposed that FTCH hold the licence, the

Council agreed, and FTCH offered the RMWG up to a third of the Centre as an anchor let; the RMWG then took the licence instead. FTCH's published asset transfer request included the RMWG in its plans from the outset, with a permanent anchor let as a term of its proposal, long before any mediation. FTCH proposed a legally enforceable equal governance model to the independent mediator in July 2026, and put it again to the Executive in its deputation of 13 August 2026. The Executive agreed a three-month extension to explore exactly that; FTCH accepted it; the RMWG declined it and announced its refusal publicly in the Falkirk Herald on 17 August 2026. The RMWG's review now tells the Committee that collaboration was tried and failed and that "no jointly governed proposal emerged" (Evidence 01.02, 01.03, 01.05, 01.07, 03.02, 05.01, 05.02, 05.07, 05.08).

Why this matters: *The Council's own report says competing groups should be encouraged to work together, and the RMWG's case depends on the claim that this was attempted and could not succeed. It was not a failure of collaboration. It was an offer made repeatedly by one applicant, built into its request from the start, and refused each time by the other, including when the offer came from the Executive itself (see section 5 of this Statement).*

(f) FTCH's operation of the Centre is financially sustainable. It is based on FTCH's own invoices for lets at this building, with capital works phased and funded separately. FTCH holds approximately £60,000 in reserves, without grant funding. One of its two accounts was opened under a previous Board and is being brought under the current Board's control through a formal process led by FTCH's solicitors, with the signatory mandate formally lodged with the bank. FTCH has kept OSCR, the bank and its solicitors fully informed throughout, and OSCR has accepted that FTCH's annual accounts will be submitted after the usual date for that reason. Every step has been taken through the proper legal and regulatory route. Over and above those funds, FTCH has a comprehensive funding strategy for the Centre's development, and its Board brings direct experience of securing and managing grant funding (Evidence 01.02, 04.03).

Why this matters: *The Act requires the Committee to be satisfied that a transfer is sustainable. FTCH's case rests on income it has actually earned at this building, funds it holds, and a funding strategy delivered by people who have done it before, with its governance conducted openly and properly. It also matters because the RMWG relies on the support of former trustees of FTCH. Among them is a former trustee who was a signatory of the FTCH account that had not been transferred to the current Board, and which was the subject of the legal process described above. The Committee should weigh that support accordingly (see section 9 of this Statement).*

(g) Repeated false allegations of racism have been made against FTCH: in correspondence copied to the Council's [REDACTED] and [REDACTED], at the Council-facilitated meeting of 26 November 2025, in other meetings, and on social media. Not one has ever been supported by any evidence, and FTCH has asked for it every time. FTCH's own record of inclusion is documented: its users include an African-led church, a multi-ethnic congregation, a statutory mental health service with users from five ethnic groups, disabled people, older people, LGBTQ+ people and refugees, and its request has provided for the RMWG from the start. The Committee is invited to ask the RMWG when and where FTCH is said to have said or done anything racist, and to note that it has never answered that question (Evidence 04.01, 05.01, 05.11, 07.01, 07.02).

Why this matters: *The Committee must decide in a way that encourages equal opportunities and good relations. The RMWG's stated purposes include the promotion of racial harmony. Repeated unsubstantiated allegations of racism against a volunteer charity, made during a competitive process, bear directly on which applicant can manage a shared building fairly for everyone (see section 11 of this Statement).*

(h) The Council's handling of the process raises serious questions of impartiality that the Committee must resolve before it can rely on any part of the officers' recommendation:

- the case officer's professional and personal connections with the RMWG; her recusal from the assessment; and her continuing role as case officer for both applicants ever since (Evidence 05.09, 05.13);
- her handling of the Council-facilitated meeting of 26 November 2025: the RMWG initiated it but was never asked to state its issues; FTCH was told to submit first while the RMWG was given six days to respond; allegations of racism against FTCH were raised and FTCH's opportunity to answer was restricted; and FTCH was then set an impractical deadline over the Christmas period (Evidence 05.09, 05.10, 05.11, 05.13);
- a Council officer's repeated adoption of the RMWG's account of the sub-licence dispute without regard to FTCH's evidence (Evidence 08.04);
- the [REDACTED]'s public support for the RMWG while declining to support FTCH on grounds of impartiality, and her participation in the Executive's decision (Evidence 12.02);
- the letter of support written for the RMWG by the Council's own [REDACTED] team, which the Council then relied on in scoring (Evidence 03.01); and
- the Council's funding of the RMWG, and of a charity of which the case officer is a trustee, which is relevant because of her connections with the RMWG.

FTCH lodged a freedom of information request with the Council on each of these matters before submitting this review. The response is not due until after this review is lodged, so FTCH asks the Committee to obtain the relevant records itself, as further information and evidence, before reaching its decision (Evidence 12.01).

Why this matters: *A recommendation reached through a process that a fair-minded observer would consider may not have been impartial cannot be the foundation of a lawful decision (see section 12 of this Statement).*

3. The statutory framework

3.1 Section 82(3) of the Act requires Falkirk Council as the relevant authority to take into account, among other things, whether agreeing to the request would be likely to promote or improve economic development, regeneration, public health, social wellbeing or environmental wellbeing; whether it would be likely to reduce inequalities of outcome which result from socio-economic disadvantage; any other benefits; and how those benefits compare with the benefits of any alternative proposal. Section 82(5) requires the authority to agree to the request unless there are reasonable grounds for refusing it.

Why this matters: *It sets the two questions the Committee must answer: which request delivers the greater benefit against those factors, and whether there are reasonable grounds*

to refuse FTCH's request. Every section of this Statement is directed to one or both of those questions.

3.2 Section 86(8) of the Act applies those provisions to a review. The Scottish Government's guidance for community transfer bodies states that on review the authority must consider the request in the same way as in the original process (paragraph 18.23 of that guidance). The Explanatory Notes to the Act say the same: on review the authority must consider the same issues as for an initial decision and must agree the request unless there are reasonable grounds for refusal (paragraph 341 of the Explanatory Notes). Both are published documents already held by the Council.

Why this matters: *The Committee is not asked to check the officers' work. It is required by law to carry out the comparison itself, on all the evidence now before it.*

3.3 The RMWG's review accepts that the section 82 comparison of the competing proposals "applies during the review process", but submits that the comparison "has already been undertaken" by officers, and frames the question as what evidence justifies departing from the officers' recommendation. That is not the statutory test. No decision by the Council was ever made on either request: the Executive considered both on 18 June and 13 August 2026 and decided neither. An officers' recommendation is advice, not a decision. The Committee is therefore not reviewing a decision; it is making the decision for the first time, and the comparison is the Committee's to carry out (Evidence 03.02).

Why this matters: *The RMWG's review asks the Committee to "uphold" the officers' recommendation. There is nothing to uphold. If the Committee approached its task as the RMWG asks, it would be applying the wrong test.*

3.4 The Scottish Government's guidance for relevant authorities identifies matters directly relevant to competing requests:

- the authority should consider community support for the proposals and any potential impact on other community groups (paragraph 10.20 of the said guidance);
- wider community support is of particular importance where a request concerns ownership of a key site or facilities affecting people's everyday lives (paragraph 10.21 of the said guidance);
- a body representing a community of interest should show how it has engaged with the geographic community local to the asset, and the views of local residents who are not part of that community of interest should be considered (paragraph 10.23 of the said guidance);
- the decision must be made in a manner which encourages equal opportunities (paragraph 10.10 of the said guidance).

Why this matters: *Each of these points goes to the heart of this case. The Centre is a facility that affects people's everyday lives. FTCH's request serves the whole geographic community of Thornhill and every group that uses the Centre. The RMWG's request is built around its own community of interest, and the guidance requires the Committee to consider the views of the Centre's other users and local residents, and the impact on their groups (see sections 4, 7 and 10 of this Statement).*

3.5 The Council's own report to the Executive recorded that, where there are competing applications, the guidance seeks that efforts should be made for groups to work

collaboratively (paragraph 3.5 of the report of 20 May 2026). Section 5 of this Statement sets out who made those efforts, and who declined them (Evidence 03.01).

Why this matters: *The Council itself identified collaboration as the approach the guidance favours. An applicant that has offered it at every stage is acting as the guidance intends; an applicant that has refused it at every stage is not.*

4. Comparative community benefit

Who uses the Centre

4.1 Before 1 October 2025 FTCH managed the whole Centre at approximately 67 per cent timetable occupancy, against an opening pattern of 9am to 10pm, seven days a week. FTCH's Equality and Poverty Impact Assessment ("EPIA") identifies 16 groups and approximately 346 regular weekly users, 386 including ad hoc bookings. The groups include Headway (brain injury rehabilitation); Caledonia Services (a statutory mental health and recovery service commissioned through the Health and Social Care Partnership); Connect2 Forth Valley (addiction recovery), whose outreach bus operates from the Centre every week, with full use of the kitchen, toilets and hall; the Monday Club, for older women, including care home residents; Count Me In, a music group for neurodiverse participants; Hartbeeps, a parent and toddler group; Zumba Gold for older adults, Zumba and Kettlercise; Satori Mind, a personal development group; Art n Soul creative art classes; bingo; two faith congregations; two cultural heritage societies; and weekly events and private parties. Under the single sub-licence between the RMWG and FTCH, twelve of those groups became FTCH's "protected lets", with hours the sub-licence reserves for them. The Monday Club had already left in September 2025, amid the uncertainty over the licence, and the bingo and the men's cultural heritage society, which were not in the protected timetable, have since stopped. Private hire and occasional users made up the rest of the Centre's use (Evidence 01.08, 04.01).

4.2 FTCH's EPIA records, group by group, from a questionnaire completed by each group: 130 or more users with mental health conditions and 80 or more with physical disabilities in Caledonia Services alone; every Headway participant living with acquired brain injury, physical and learning disability; 12 neurodiverse participants in Count Me In; approximately 93 users aged over 60, rising to 140 or more with the Monday Club and its care home residents; 69 children and young people; 50 parents and carers with 50 babies and toddlers; 49 or more users from Black, Asian and minority ethnic backgrounds; and 89 or more weekly users of faith groups. One of the cultural heritage societies has met at the Centre for 46 years. The Council's own 2023 usage survey had already recorded 180 users a week at the Centre under FTCH's management (Evidence 04.01).

Why this matters: *Section 82 asks which request is likely to deliver the greater benefit to public health and social wellbeing and the greater reduction in inequality. The people who rely on this Centre are disproportionately disabled, older, living with mental ill health or brain injury, in recovery, or from minority ethnic and faith communities. Every one of them is served by FTCH's request. Their continued access is exactly what is at stake.*

4.3 FTCH, as an organisation, has managed the Centre for around a decade; the RMWG's own public statement acknowledges that FTCH's previous committee ran the Centre for almost ten years. FTCH's Board is drawn from the Centre itself. Membership of FTCH is

open to anyone in the community the Centre serves; trustees must be members; and members elect them. In practice the Board is made up of people who use the Centre and belong to its groups. It is a balanced mix of women and men; it includes a gay man; its trustees are of different faiths and of none; and between them they bring direct experience across the life of the community the Centre serves, from parents and toddlers to older people, and in care, addiction and recovery, nursing, health and wellbeing, and disability, together with professional expertise in social value, community wealth building, responsible business and funding. The current Board took office from February 2025 onwards (Evidence 08.09).

Why this matters: *It answers the RMWG's claim that FTCH lacks experience: the organisation has a decade of running this Centre. It matters more because it shows what kind of body the Committee would be transferring the Centre to. FTCH is governed by the people who use it, open to anyone in the community to join and to stand for its Board, and its Board reflects the whole range of people the Centre serves. The Committee is invited to compare that with the membership and governance of the RMWG under its own constitution, and to consider which body is structured to represent every group at the Centre rather than one.*

The evidence of need, and who gathered it

4.4 FTCH's engagement comprised an online and paper survey run from July to September 2025, which received 126 responses, 124 of them (98.4 per cent) in support, with more than 100 open comments; two facilitated focus groups with group leaders, users, trustees and residents, on 6 November 2025 and 25 January 2026; an ideas board and suggestion box in the hall, with 30 or more contributions; and a questionnaire completed by each of FTCH's groups. The survey responses, focus group outcomes and photographs are set out in detail in FTCH's business plan, which formed part of its asset transfer request. FTCH has also published its plans for the Centre online, where they have drawn public support (Evidence 01.02, 04.01, 04.02, 04.03).

4.5 By contrast, the Council's own earlier assessment of this building, completed in January 2024, recorded six survey respondents and "Unknown, no comments received" against every protected characteristic. It received no response at all from anyone identifying as from a non-white or non-UK background, and it recommended that the impact on groups using the building "should be further explored and monitored". FTCH's EPIA supplied that missing evidence: it records 49 or more users from Black, Asian and minority ethnic backgrounds every week (Evidence 04.04).

4.6 The Council-assessed EPIA for the RMWG's request records, against every protected characteristic in turn, that data on the numbers and protected characteristics of the groups currently using the Centre "was not available" to the RMWG, and then relies on the RMWG's statement that it will honour all existing lets. On that basis it rates the overall level of impact as low (Evidence 04.05).

Why this matters: *The Council must have due regard to the needs of people with protected characteristics, and the guidance asks the Committee to weigh the impact on other community groups. Only one applicant has gathered evidence of who actually uses this Centre and what they need. The other's equality assessment says, eleven times over, that it does not know, and asks the Committee to rely on an assurance instead. Sections 7 and 10 of this Statement show what that assurance has been worth in practice.*

The whole community, including the RMWG

4.7 FTCH's defined community is geographic: the people of Thornhill and the surrounding area, with membership open to anyone in that community. FTCH's request makes express provision for the RMWG's use of the Centre. It did so from the start: at the meetings of September 2025, FTCH shared its full plans for the Centre with the RMWG and the Council, and paid its architect to redesign those plans around the RMWG's needs as a long-term anchor let of approximately a third of the Centre. FTCH's request does not seek to exclude the RMWG or the community it serves. It would give the RMWG a defined, protected place at the Centre on the same booking terms as every other group (Evidence 01.02, 04.01a, 04.19).

4.8 The Council's report describes the RMWG's proposal in the following terms: the RMWG wishes "to use the building as a base for their own charitable operations, from which to deliver their classes and activities to their core audience, women from an ethnic minority background" (paragraph 4.24), and "the core work of the group is the empowerment of women from an ethnic minority background" (paragraph 5.39). FTCH makes no criticism of that work, which is valuable. In FTCH's direct experience, however, the RMWG has never once engaged meaningfully with the established groups whose lets it proposes to take on, nor with FTCH, which speaks and acts for those groups. Every approach FTCH has made on the groups' behalf has been ignored or met with disdain. When FTCH asked, from December 2025, to move one of its own protected hours on a Tuesday so that Caledonia Services, a statutory mental health service, could have an extra hour, the RMWG refused for nearly two months, claiming another let occupied the slot. No let did, or could have. The hour was moved only after sustained complaint by FTCH (Evidence 03.01, 07.04, 07.06, 08.07).

Why this matters: *The guidance (paragraph 10.23) requires a body representing a community of interest to show how it has engaged with the geographic community around the asset, and requires the Committee to consider the views of local residents outside that community of interest. The RMWG has not engaged with them. FTCH is them. FTCH's request benefits a much wider range of people in the community, including the RMWG itself, and is by its structure the more inclusive of the two.*

What each applicant's consultation shows

4.9 The RMWG's public survey, of 135 responses, asked whether respondents supported "this group taking on its own premises and making it into a community cultural hub open to all" (Council report, Local consultation). It did not ask about Thornhill, and it was posted on the RMWG's own Facebook page and other local Facebook groups. The RMWG's request summarises the responses as support for "the charity acquiring its own community building", with a central location, "particularly in Falkirk", preferred, and records that the process began when the RMWG started looking for a permanent base for its activities. Its separate survey of its own members, of 35 responses, asked about a dedicated space for the group's core work. That evidences support for the RMWG having a base somewhere in Falkirk. It is not evidence of the views of Thornhill residents, or of the Centre's users, about the future of this building. The RMWG's only Thornhill-specific engagement was an open day held after it had taken over the running of the Centre (Evidence 12.05). It knew who the Centre's existing users were: FTCH met the RMWG early in the process, and the RMWG's own application lists the activities already running at the Centre, from Zumba and kettlecise to church-led sessions and wellbeing programmes. Yet its equality assessment records that data on those

users "was not available" to it. Its own application nonetheless states that it has "engaged with... the current users of the centre... and the current management committee of the centre". It has not. In almost a year of holding the licence, the RMWG has never approached FTCH or any of FTCH's groups about the Centre's future. Its only step towards them came on 26 September 2026, two days before this review was lodged and weeks after its own review: a post on its Facebook page for the Centre inviting anyone with "regular classes at the hall" to promote them, for "classes, meetings, chit chat, knitting, get fit or just for a party". Its application to the Council, by contrast, promised a food bank, affordable skills training, a community café and expanded support services. A public post, after a year of silence and at the end of the process, is not engagement with the Centre's existing groups; it is evidence that none took place. Its supporters describe its aim in similar terms: a former Falkirk councillor wrote publicly asking the Council's Strategic Property Review team to consider the RMWG's application "for their needs", stating that the RMWG "has the right to have their own place". In a later public exchange on FTCH's own Facebook page in September 2026, he maintained that the Centre was needed for the rights of the ethnic community. FTCH replied that it has never questioned the needs or rights of any community, that it recognises the valuable work the RMWG does, that its own request includes a protected place at the Centre for the RMWG and its users, and that the question before the Council is how the Centre can best serve all its existing and future users. He replied that FTCH had "valid points" (Evidence 03.01, 03.02, 04.05, 04.17, 04.18).

4.10 FTCH's evidence, by contrast, is specific to this Centre, and supports the case that it is this Centre, and no other, that its community needs: its survey of 126 responses; statements from the groups that use the Centre; and its petition (Evidence 01.02, 04.06, 04.08 to 04.16).

4.11 FTCH's petition, "Protect the Whole Community", ran for less than three weeks, from 8 to 27 September 2026. FTCH informed the Council before launching it, so that the result could be included in this review as evidence of the community's support. In that time it gathered 631 signatures. More than half are local: at least 325 signatories are from the Falkirk Council area, more than 260 of them from Falkirk itself, and around 395, over three in five, are from the Falkirk Council area and its neighbouring towns in Forth Valley, West Lothian, west Fife and North Lanarkshire. Over 90 per cent are from Scotland, and a number of those living further afield have family or former links to the area. The method, based on the town each signatory entered, is set out with the full breakdown in the evidence. A number of supporters told FTCH that the petition platform would not accept their signature, so the true level of support is likely to be higher. The 23 comments left by 22 signatories are almost all local: twenty are from the Falkirk area, ten from the Centre's own FK2 postcode district, and nine, from eight people, describe using the Centre, including one who has used it for 49 years. Twenty-one are set out below as written, with names removed, and all 23 are reproduced unedited in the evidence. The full signature list has been exported and is held by FTCH, and is available to the Committee in confidence (Evidence 04.06, 04.07).

1. Larbert, FK5: "Falkirk Council archives show Thornhill Community Centre was built in 1971 to serve as a social hub for the residents in the surrounding areas. Local residents lost the great community facilities at The Castings Club in 2013. FTCH bid seems to best deliver for the people living in the neighbourhood."
2. Falkirk: "I have personally been going to the Connect 2 bus on a Thurs night for 7 + years and it's thanks to the Thornhill community centers car park where the bus

parks. It massively helps people within the Falkirk community on many different fronts and needs to stay for everybody within the area."

3. Falkirk, FK2: "I go to a zumba class in the hall & have done for years. I've also been to numerous birthday parties, planned events & baby showers, my own daughters included. The hall has been part of my life since I was young & I want that to continue."
4. Falkirk, FK2: "We have used the Thornhill Community Centre in the past and I personally support Falkirk Thornhill Community Hall SCIO so that the Thornhill Community Centre will remain an inclusive facility for the whole community."
5. Falkirk, FK2: "The community centre is for everyone not just for 1 group and if that group cannot agree to share with others that tells me they won't include the local community"
6. Stenhousemuir, FK5: "I have used this hall in the past and would like to ensure it continues to be managed in the same way - available to the whole community - as I may wish to use it again for future events."
7. Falkirk, FK2: "This is a community centre for everyone I don't see why this can't be a 50/50 share I don't see how 1 group should have it it should be shared . We have used this hall for nearly 49 years and totally disagree with one group no wanting to share"
8. Edinburgh, EH6: "I've attended several workshop's in this fabulous wee community center , not many left that are truly community centred - such a valuable asset to the community. And obviously cherished by the community that supports it. I do hope to attend future workshops if it is to remain 50/50. It would be so sad for the community to lose its center."
9. Falkirk, FK2: "I think this community centre should be completely inclusive and should not be segregated in any way. It should and must be for use by the whole community."
10. FK1: "This hall has been used by many generations of local families over the years. Let's make sure that continues. Sign this petition 
11. Falkirk, FK2: "Having used the centre myself for a few years I appreciate its value in the community. Why cant it be shared? It's a valuable asset and has been for decades."
12. Falkirk: "We all need to work and live together. We cannot let one group take over"
13. Falkirk, FK2: "I would like to nominate the FH group to run the centre as I believe it would be inclusive of the community, it's important to have a group running the centre that welcomes community otherwise it becomes a one man band. It's always been inclusive and I would like it to remain that way."
14. Hallglen, FK1: "Thornhill community hall is for everyone(not just one group) it brings people together. It would be a huge loss to the local community, if a 50/50 transfer is not secured, protected and developed for the whole community."
15. Falkirk, FK2: "Local community groups are vitally important to members of the community so they can gather through various projects and classes, becoming a community that goes from strength to strength and serves local people."

16. Airdrie, ML6: "Community centres like Thornhill are important because they give people from all backgrounds a place to come together, access support and feel part of their community. Whatever the final arrangements are, I hope the centre remains open, inclusive and accessible to everyone who relies on it, now and in the future."
17. Falkirk, FK2: "This needs to be a 50/50 transfer we have used this hall for 49 years it's a community centre for the local community"
18. Falkirk: "A community hall or building should be preserved for all the community off all sides of life and a place for people to support each other and use the resources for the betterment of life's within society, to share is to support and support is the spiritual growth of a society ..."
19. Falkirk, FK2: "A worthwhile cause .Very inclusive community group."
20. Location not given: "Community centres are so important to their local communities, providing safe spaces, education, support and facilities for all. It will be a great loss and a real disservice to the local community if a 50/50 transfer isn't secured for the hall."
21. Bo'ness, EH51: "Groups charities and heritage is important too all community and visitors, we need to keep Scotland and lovely place"

4.12 The RMWG's public statements say the community is tired of delay. The community is tired, but of something else. It has watched an arrangement between Falkirk Council and the RMWG, which it did not choose, see six of the Centre's twelve established groups leave in a year (see section 10 of this Statement). FTCH's survey, its petition and its groups' own statements say, in the community's own words, that it wants the Centre back in the hands of the body that runs it for everyone. That is a very different story from the one the RMWG tells (Evidence 04.06, 04.08 to 04.16).

Why this matters: *The guidance says wider community support is of particular importance where a request concerns facilities that affect people's everyday lives (paragraph 10.21). The RMWG's evidence shows support for the RMWG having a building somewhere. FTCH's evidence shows this Centre's own community asking for this building to be kept for all of them: the groups that use it now, the groups that were displaced and want to return, and the new groups waiting to start under FTCH. Only one of those answers the question the Committee has to decide.*

A host body and an owner-operator

4.13 FTCH delivers no programme of its own. Its function is to manage the Centre for independent groups, and its trustees are drawn from the people who use it, which makes FTCH directly representative of the groups that rely on the Centre. The RMWG proposes to own the Centre and also to be its principal user, as a base for its own operations (Council report, paragraph 4.24). That is not in itself a problem. But the RMWG's management of the Centre over the past year has shown that it will take exclusionary measures to secure the Centre for its own interests. Its own proposal provides that, where its activities require the kitchen, current lets will be offered alternative accommodation in the pavilion (Council report, paragraph 5.22). During the licence period it has run free classes at the Centre in direct competition with FTCH's established paid exercise classes, without reference to them, and changed that activity to yoga only after sustained complaint by FTCH on the groups' behalf and intervention by the Council (Evidence 03.01).

Why this matters: *It shows whose interests would come first under each model. Under FTCH, no group's programme competes with the landlord's. Under the RMWG, the owner's programme competes with every other group for time, space and users, and the RMWG's own proposal says that when its needs and theirs conflict, the other groups move. The Committee is invited to consider which model better secures equal access for everyone who uses the Centre.*

Displacement

4.14 FTCH is a charity in its own right, and the Centre is its reason for existing. Its purpose is to provide this community centre for the groups and people who use it; it has no programme of its own and no other building. The Centre is FTCH's only economically and physically viable venue. The RMWG, by contrast, has delivered services "throughout Falkirk and the wider Forth Valley area" for more than two decades, and its published base for volunteering is Westfield Park Community Centre. At the meeting of 3 September 2025, Council officers told both groups that the RMWG had been offered Dalgrain Community Centre, from which it already delivered services. FTCH recorded that in writing to the Council on 18 September 2025, and the Council has never disputed it (Evidence 01.06, 03.01).

4.15 If FTCH's request is agreed, the RMWG keeps its other venues and is offered a protected anchor let at the Centre, or equal governance of it if the Committee prefers. If the RMWG's request is agreed, FTCH's current role at the Centre ends: its sub-licence falls with the RMWG's licence, the protections written into that sub-licence for FTCH's groups end with it, no equivalent enforceable protection has been offered in their place, and FTCH has no other premises. Some groups have already said they will leave; others would depend on whatever terms the RMWG chose to offer. Groups that choose to leave, or that are waiting to return or start under FTCH, would have no equivalent alternative, at a time when the Council's own Strategic Property Review is reducing the number of community buildings in the area. And if the RMWG consolidates its activities at the Centre, as its own request says it intends to, the community centres where it currently hires space lose a regular user and the income that comes with it. When a former councillor publicly asked the Council to consider the RMWG's application "for their needs", a local resident replied that the decision should rest solely on which group will best serve all of the community. That is the test the Act sets (Evidence 01.08, 04.17).

Why this matters: *The guidance asks the Committee to weigh the impact of each request on other community groups. A transfer to FTCH displaces no one and takes nothing from anywhere else. A transfer to the RMWG ends a charity's service to its community, leaves the Centre's established groups with nowhere equivalent to go, shuts out the groups waiting to come back or begin, and draws income away from other community venues in the Falkirk area. On the section 82 comparison, the balance of benefit is not close.*

Demand: the groups that are there, the groups that will return, and the groups that are waiting

4.16 The demand for the Centre under FTCH is established, returning and new, and the groups have said so in their own words:

Group	Status	What they have told FTCH
Caledonia Services (statutory mental health service)	Established since 2021	May need further recurring slots; would be keen to base three weekly meditation sessions and two weekly cooking groups at the Centre, and support service users to volunteer in a community café (Evidence 04.08)
Headway Falkirk (brain injury, the only such group in Forth Valley)	Established	Community-run management is "in the best interest of the whole community" (Evidence 04.09)
The Miracle Church	Established	Plans a food bank, children's services and wider support (Evidence 04.01)
Ladies' cultural heritage society	Established, around 49 years	Will seek another venue if the RMWG will not share or run the Centre equally (Evidence 04.10)
Men's cultural heritage society	Returning, nearly five decades	A 50/50 share "is the only solution to protect the current hall let[s]" (Evidence 04.11)
Sunday community bingo	Returning	Ready to return, with charity events for local families (Evidence 04.12)
Satori Mind	Returning	Will return
SGI Buddhist group, Falkirk District	Returning	"Will certainly do so again" under FTCH (Evidence 04.13)
Heavens Above spiritual church	New, displaced from the Dawson Centre	Committed to moving to the Centre (Evidence 04.01)
New parent and toddler playgroup	New, run by a local resident	Approached FTCH to start a baby and toddler group; offered Thursday mornings; preparing a plan (Evidence 04.16)
Therapeutic theatre sessions for adults, run by a New Scot	New	Intends to run sessions at the Centre (Evidence 04.14)
An instructor currently running classes under the RMWG	Moving and expanding	Wants to extend her let and add social nights under FTCH; has had no communication from the RMWG (Evidence 04.15)
Coffee morning for older residents; LGBTQ+ social group; yoga	Under discussion	Identified through consultation (Evidence 04.01)

4.17 Established groups want to stay, and to grow. Caledonia Services, a statutory mental health service that has used the Centre since 2021, uses it every Tuesday and two Fridays a month and may need further recurring two-hour slots. When FTCH secures the Centre and carries out the renovation set out in its asset transfer request, business plan and funding strategy, including wellness rooms and a full kitchen, Caledonia would be keen to base three weekly meditation sessions and two weekly cooking groups there, and could support its service users to volunteer in a community café. It told FTCH that the uncertainty of the competing requests has already had "a detrimental impact" on its use of the Centre, that it has concerns about "whether existing lets will continue long term" given inconsistencies in the RMWG's application, and that FTCH "has always demonstrated that they will protect existing lets". Headway Falkirk, the only group in Forth Valley supporting people living with brain injury, has met at the Centre every Wednesday for around three years, with 15 to 20 people attending; it says its members "are among the most vulnerable people in the area"

and that the Centre "continuing to be run by the Community is in the best interest of the whole community". The Miracle Church plans to add a food bank, children's services and wider support. Other established groups are resolute about the alternative: the ladies' cultural heritage society, which has used the Centre for approximately 49 years, has said that if the RMWG will not share or run the Centre equally, it will "have no choice but to seek another venue" (Evidence 01.02, 04.01, 04.08, 04.09, 04.10, 04.20).

4.18 Groups displaced or lost during the licence period will return under FTCH. The men's cultural heritage society, which has used the Centre "for nearly 5 decades", says a 50/50 share "is the only solution to protect the current hall let[s]". The Sunday night community bingo, which also ran charity Christmas parties funded by local people and businesses, is ready to return "so all the local community can once again return on a Sunday night". Satori Mind will return. The Falkirk District group of SGI Buddhists, which has used the Centre before, "will certainly do so again", because FTCH's vision of serving the whole community "is in keeping with our Buddhist philosophy" (Evidence 04.11, 04.12, 04.13).

4.19 New groups are waiting to start under FTCH. Heavens Above, a spiritual church displaced from the Dawson Centre and temporarily meeting elsewhere, recorded in FTCH's EPIA and since reconfirmed by telephone, is committed to moving to the Centre. A local resident, who lives across from the park in which the Centre stands and has recently had a baby, approached FTCH on her own initiative to set up a baby and toddler playgroup; FTCH offered her Thursday mornings within its protected hours, and she is preparing a plan. She told FTCH she hoped the Centre would be kept, "as it's been part of the community for so long". A New Scot who came to Falkirk from Ukraine, who says the Centre "helped me to connect with people, settle in and become a real resident of Falkirk", intends to run therapeutic theatre improvisation sessions for adults there. An instructor who currently runs weekly classes under the RMWG has told FTCH that, if FTCH secures the Centre, she would like to continue her booking and extend her let time to add further class levels and social nights. She also said: "During all this I have had no communication from Rainbow Muslim [Women's] group and I have been reading it all on your Facebook page." A hirer the RMWG already has, growing a class the RMWG already hosts, has heard nothing from it about the Centre's future, and wants to expand under FTCH instead. A weekly coffee morning for older residents, an LGBTQ+ social group and yoga are also under discussion. And the RMWG remains welcome as an anchor let, or under equal governance, if it chooses (Evidence 04.01, 04.14, 04.15, 04.16).

4.20 Beyond that, FTCH's plans are designed to diversify the Centre's use, maximise its capacity and increase the social value it returns to the community. Once FTCH secures the Centre and delivers the renovation of the pavilions and kitchen set out in its asset transfer request, business plan and funding strategy, FTCH plans a social enterprise community café, hospitality training, education and training, and health, wellbeing, sensory and therapy services, with every surplus reinvested in the Centre. FTCH also intends to explore with education partners, including Forth Valley College, work experience and training opportunities for students, for example in business management and the construction trades. Throughout, the main hall remains a community hall for everyone, for classes, groups, social events and celebrations (Evidence 01.02, 04.03, 04.19, 04.20).

4.21 Several of these groups have told FTCH in writing that they will come to, or stay at, the Centre only under FTCH's management or an equal governance model, not under the RMWG alone. FTCH's petition, gathered in less than three weeks, shows the same

community asking for the same thing. FTCH is well placed to meet that demand, because its Board is drawn from the Centre's own users and members and reflects the whole range of people the Centre serves (see paragraph 4.3 above) (Evidence 04.06, 04.08 to 04.16).

Why this matters: *The Committee must compare the benefits each request is likely to deliver. FTCH's request keeps the groups that are there, brings back the groups the last year has lost, brings in new groups that are waiting, and grows the Centre in stages into a hub for training, enterprise and wellbeing, for the whole community. Much of that demand exists only because of FTCH, and the groups themselves have said they will not come, or stay, under the RMWG alone. The benefits of FTCH's request are therefore not simply greater; many of them exist only if FTCH's request is agreed.*

Community Wealth Building

4.22 FTCH's business plan is built on Community Wealth Building, the Scottish Government's model for a wellbeing economy in which wealth, assets and opportunity are held and generated locally. The Falkirk Plan identifies "local and democratic ownership" and "using local land and assets wisely" among its Community Wealth Building principles, and the Community Wealth Building (Scotland) Act 2026 places the approach on a statutory footing. FTCH's model is designed to that framework: a geographically defined, open-membership body that owns its only venue; earned income retained and reinvested in the community; a social enterprise café and training that create local skills and local jobs; procurement kept local; and outcomes measured as social value and social return on investment, with performance management built in from the start. That is why FTCH scored highest on Performance Management, and its Board includes professional expertise in exactly this field (Evidence 01.02, 03.01, 04.03).

Why this matters: *Section 82 asks whether a transfer will promote economic development, regeneration and social wellbeing. A transfer to FTCH delivers the Council's own Community Wealth Building principles: local and democratic ownership, local reinvestment, local skills and measured social value, without drawing activity or income away from other community venues. A transfer that consolidates one organisation's wider operations into this building, at the expense of the venues it currently uses, does not.*

Questions for the Committee

- What engagement has the RMWG had with Thornhill residents and the Centre's existing groups outside its own community of interest, as paragraph 10.23 of the guidance requires?
- How does the RMWG's constitution provide for the membership and representation of the Centre's existing users, who are not part of its core audience?
- Why does the RMWG need this particular building, when it operates across the Falkirk area, was offered Dalgrain Community Centre, and reports five-year income of over £200,000 and secured unrestricted funding?
- If the RMWG consolidates its activities at Thornhill, what will the community centres it currently uses lose in income and activity?

5. Collaboration and mediation

5.1 This section shows that FTCH has sought to share the Centre with the RMWG at every stage, from before the licence was granted to the present day, and that the RMWG has declined every time. It also sets out the two mediation processes, the Council-facilitated meeting of November 2025 and the independent mediation of July 2026, and what each shows about the conduct of the two applicants and the Council's handling of the process.

Why this matters: *The Council's own report says that, where requests compete, groups should be encouraged to work together, and because the RMWG's review rests on the claim that collaboration was tried exhaustively and could not succeed. The record shows something different: one applicant offering, repeatedly and in writing, and the other refusing.*

5.2 The RMWG's review request states that "no jointly governed proposal emerged", "no agreed governance framework emerged" and "no alternative proposal emerged", and that collaboration was "exhaustively" tested. That is not correct. The record is as follows.

Date	FTCH's proposal	Outcome
3 September 2025	At a meeting FTCH hosted at the Centre with the RMWG and Council officers, FTCH presented its plans for the Centre, which its architect had revised at FTCH's cost around the RMWG's needs, and offered the RMWG a long-term anchor let	The RMWG declined, said it wanted its own space and did not wish to sub-let from FTCH, and itself proposed that FTCH hold the licence while both requests were assessed. The Council agreed the next day (Evidence 01.03, 01.06, 04.19)
17 September 2025	The Council's licence offer to FTCH required FTCH to grant the RMWG a sub-licence. FTCH offered the RMWG up to a third of the Centre on that basis	The RMWG refused at a meeting that evening. Within a week, after officers met the RMWG without FTCH, the licence went to the RMWG instead (Evidence 01.05, 01.05a, 01.07)
29 September 2025	Even after the RMWG had taken the licence, FTCH offered that, if the RMWG withdrew, FTCH would hold the licence and the RMWG could secure its own protected share of the Centre	Not taken up (Evidence 01.07)
2 March 2026 (validated)	FTCH's published asset transfer request makes a permanent anchor let for the RMWG, of approximately a third of the Centre, a term of its proposal	Not accepted; the RMWG pursued sole ownership (Evidence 01.02)
8 July 2026	FTCH put a legally enforceable equal governance model to the independent mediator, and authorised her to convey it to the Council: equal decision making and time, open-book finance, shared systems access, safeguarding, independent dispute resolution and Council oversight	The mediator reported that no agreement was reached. FTCH objected in writing on 11 July to any wording suggesting no proposal had been made (Evidence 05.01, 05.02, 05.03)
13 to 16 August 2026	FTCH repeated its equal governance proposal in its deputation. The Executive resolved, by 8 votes to 6, on a three-month extension, subject to both applicants agreeing, to explore a single application on equal joint governance. FTCH accepted in writing on 16 August	The RMWG declined. Its letter, produced in its own review bundle, states that it "does not agree to any extension", and it announced its refusal publicly in the Falkirk Herald on 17 August (Evidence 03.02, 05.05, 05.07, 05.08)

5.3 "No agreement was reached" and "no proposal emerged" are different statements. The first is what the mediator reported. The second is not correct. On six occasions FTCH made,

renewed or accepted a proposal for a shared arrangement: a licence held by FTCH with an anchor let for the RMWG, a permanent anchor let, or equal governance. The RMWG declined each one. The only sharing that has taken place is the present sub-licence, under which the RMWG controls the Centre and FTCH holds protected lets within it. The Council's report records that "both parties wished to proceed independently". The record above shows that only one did. FTCH has continued to say publicly, including in its petition, that the RMWG remains welcome at the Centre (Evidence 03.01, 04.06, 05.03).

Why this matters: *It answers the central claim of the RMWG's review. Collaboration did not fail through lack of effort. It was offered by one applicant at every stage, including by the Executive itself, and refused by the other. An applicant that has declined every proposal for sharing on equal or protected terms cannot credibly assure the Committee that it will protect the place of other groups.*

The Council-facilitated mediation of 26 November 2025

5.4 The meeting of 26 November 2025, at Falkirk Stadium, was arranged by the Council's Strategic Property Review team at the RMWG's request and chaired by the Council's [REDACTED]; the case officer, [REDACTED] and a further Council officer also attended. From October 2025 FTCH asked repeatedly what issues the RMWG wished to raise, and received no answer. On 11 November the case officer set the arrangements: FTCH was to submit a written statement by 17 November, and the RMWG was to submit its "response" to it by 23 November. The party that had asked for the meeting would therefore see FTCH's position, and have six days to answer it, before stating its own. FTCH challenged this the next day, asking what the meeting was for, whether both parties would submit, and whether submissions would be exchanged simultaneously. The Council replied that it would "remain independent throughout the process", but kept FTCH going first. When the 17 November deadline passed with FTCH's questions still unanswered, the case officer wrote that FTCH had "opted not to" make a submission. FTCH replied that it had not opted out of anything: it was still waiting for the clarification it had asked for, and a structure giving the RMWG six days to consider and tailor its response to FTCH's statement, with no equivalent for FTCH, was procedurally imbalanced. Only then, on 20 November, were written submissions dropped altogether. In dropping them, the case officer described FTCH's correspondence as having "become increasingly tense", said that relations were "strained", and shared the email exchanges with her colleagues before the meeting. FTCH replied that its correspondence had consistently been factual reports of sub-licence compliance issues, statutory failures, security concerns and safeguarding matters, made to the Council as licensor, and that these were not "tensions" between groups. In reply, the case officer confirmed that the meeting's purpose was to improve relations, and that "the groups should be able to work together to agree a set of written operational rules governing the operation of the centre" (Evidence 05.09, 05.10).

Why this matters: *It shows the case officer, in charge of a process between two competing applicants, setting it up so that one would see and answer the other's case before stating its own, and changing course only when FTCH objected twice in writing. It also shows FTCH's safety and safeguarding reports being characterised as tension between the groups, and the Council's own view, in November 2025, that operational rules for the Centre were for the two groups to agree together. Three months later the RMWG imposed its own Rules on FTCH without agreement, and relies on them now (see section 8 of this Statement). That is the*

officer who, a month later, declared herself recused from the assessment while remaining case officer for both applicants (see section 12 of this Statement).

5.5 At the meeting, the RMWG raised allegations of racism against FTCH and circulated material that was not supplied to FTCH. FTCH's opportunity to answer was restricted. The RMWG's representatives stated that FTCH's lets should pay the RMWG directly, that there was no point in FTCH being at the Centre, and that the Centre was theirs. When FTCH pointed out that a competitive asset transfer assessment was under way, they said they did not know what that was. FTCH also warned that access to the heating controls was an emergency requirement for its elderly and vulnerable users (Evidence 05.11).

5.6 The minutes the Council later circulated recorded four actions, to be completed by 12 December 2025. FTCH pointed out at the time that matters discussed at the meeting did not appear in them. Only one action was completed (Evidence 05.11, 05.13):

- the request for clarity on the legal roles of the Council and the two groups was answered by an email stating that the Council has no contractual relationship with FTCH, and that any breach of the sub-licence is for the RMWG to resolve;
- the agreed meeting on how the two groups would communicate never took place;
- each group named its contacts; and
- independent mediation was not pursued until the Executive itself deferred its decision in June 2026.

Five days after the meeting, on 1 December 2025, a protected evening session for elderly and vulnerable users found the building without heat and the heating control key missing. The Council's response was that the legal minimum for a workplace is 16°C, and that the heating control key was not an "access key" under the sub-licence (Evidence 07.03).

On 10 December, FTCH told the Council its trustees could not meet before the New Year because they were preparing the equality assessment the Council had asked for. The Council had told FTCH on 20 November that it set no timescales at that stage of the process. Nevertheless, on 17 December the case officer set FTCH a deadline of midnight on 21 January 2026, falling straight after the Christmas and New Year period, to respond to the Council's feedback on its application. When FTCH's email system failed, she sent the deadline to trustees' personal email addresses, the day before she went on leave until 7 January (Evidence 05.12, 05.13).

Why this matters: *It shows the RMWG's position from the outset: not sharing, but FTCH's groups paying the RMWG and FTCH gone. It shows allegations of racism being used against FTCH in a Council-run forum, without evidence or a fair chance to respond (see section 11 of this Statement). And it shows a process that did nothing to protect FTCH's vulnerable users, while the case officer structured the meeting to FTCH's disadvantage and then set a deadline over the Christmas period, two days before she declared herself recused from the assessment (see section 12 of this Statement).*

The independent mediation of July 2026

5.7 Following the Executive's decision of 18 June 2026 to defer and test collaboration, the Council funded an independent mediation, appointed through Scottish Mediation and conducted by an accredited mediator. The mediator held private sessions with the RMWG on 7 July and with FTCH on 8 July, and a joint session on 9 July 2026. Her report, dated 10

July, records that no agreement was reached. On 15 July she briefed the Council by Teams, with a single officer; she was not aware of any note or minute of that briefing (Evidence 05.02, 05.03, 05.04).

5.8 In its private session, FTCH set out its legally enforceable equal governance proposal in full, together with its concerns about the operation of the Centre under the licence, the treatment of its groups, the account, the Operational Rules and the allegations made against it, and it expressly authorised the mediator to convey all of that to the Council. FTCH relies only on its own private session and the mediator's report, and discloses nothing said by the RMWG in the joint session. "No agreement was reached" is not the same as "no offer was made", and the Committee need not take either applicant's word for what happened. The mediation was arranged and paid for by the Council, with public money, to test whether the two applicants could share the Centre. FTCH has nothing to hide from that process. It provides a full account of its own private session and, subject to the mediator's confidentiality requirements, consents to any record of the joint session being made available to the Committee. The Committee may wish to ask the RMWG whether it will give the same consent (Evidence 05.01, 05.02, 05.03).

Why this matters: *The RMWG's review relies on the outcome of this mediation as proof that sharing was impossible. The Committee should know what FTCH actually put forward, that FTCH is willing for the whole process to be seen, and that the Council's only briefing on it appears to have gone unrecorded.*

Why the RMWG has declined to share

5.9 The Committee may ask why the RMWG would decline equal governance of a building it says it wants to share. FTCH does not speculate about the RMWG's reasons. It notes the record: at every stage the Council's handling of the process has favoured the RMWG's position, in the licence decision of September 2025, in the assessment, in the handling of the account, and in the case officer's role (see section 12 of this Statement); and throughout, the RMWG has never sought a meeting with FTCH or its groups about the Centre's future; has never answered FTCH's questions about its Operational Rules, including on what authority it issued them, whether the Council approved them, how FTCH's protected groups are protected under them, and why they treat legitimate financial questions as "vexatious conduct"; and declined the Executive's own extension (Evidence 05.08, 08.07).

5.10 FTCH's offer of an anchor let to the RMWG, within FTCH's request, stands, as does its willingness to govern the Centre equally if the Committee prefers that course (Evidence 01.02).

Why this matters: *The Committee must decide which request best secures the Centre for everyone. The applicant that has offered to share at every stage is still offering. The applicant that has declined at every stage has given the Committee no reason to think it would treat other groups differently once it owned the building.*

Questions for the Committee

- How does the RMWG's statement that "no jointly governed proposal emerged" stand against the six occasions set out above, including the Executive's own extension, which FTCH accepted and the RMWG declined?
- On what basis does the Council's report record that "both parties wished to proceed independently"?

- Will the RMWG give the same consent as FTCH to any record of the July 2026 joint mediation session being made available to the Committee?
- Why was the meeting of 26 November 2025 structured so that FTCH submitted first and the RMWG responded, and why were the agreed actions not completed?

6. The earlier assessment and scoring

6.1 Officers scored the RMWG 68 and FTCH 62 out of 80, across fifteen criteria. Both were rated Strong (Council report of 20 May 2026, paragraphs 4.15 to 4.16 and Appendix 2 to that report). The assessment panel considered the RMWG's request on 16 March 2026 and FTCH's on 31 March 2026, and compared them on 16 April 2026. The report itself presents every reason for the six-point difference as a "panel view" (paragraph 4.17). None of those views is an objective finding (Evidence 03.01).

Why this matters: *The RMWG's review asks the Committee to treat that recommendation as the foundation of its decision. FTCH's challenge is not to the size of the margin but to the method behind it: the criteria, weighting, comparative evidence, scoring and moderation, and how commercial income, affordable provision and community benefit were treated. Where the reasons given are opinions rather than evidenced findings, the recommendation cannot bear the weight the RMWG places on it.*

6.2 Appendix 2 to the Council's report records the panel's views. On Local Community Support, the report states: "FTCH appear more commercial and RMWG appear more dedicated to community". On Economy, it noted that FTCH's business plan named other venues as competitors. On Promoting Equality, the panel commented that FTCH's provision of lower-cost therapies did not promote equality. On Governance, the panel rated the RMWG's volunteer track record 5.0 against FTCH's 4.7, and on Funding 4.3 against 3.3, despite FTCH's fully costed business plan and 53-page funding strategy. On Social Wellbeing and on Reducing Inequalities, the report relies twice on a letter of support written for the RMWG by the Council's own [REDACTED] team (paragraphs 5.28 and 5.40), and the RMWG's Council-assessed equality assessment quotes the same letter as evidence of due regard. On the one criterion that turns on measurable evidence, Performance Management, FTCH scored higher (Evidence 03.01, 04.03, 04.05).

6.3 So FTCH was marked down for earning income from lets, for charging less to therapy providers who serve disabled users, and for identifying its market. In FTCH's opinion, each of those is a strength and evidences FTCH's ability to provide a long-lasting community benefit. Commercial activity, such as private parties and events, makes up approximately 10 per cent of FTCH's model, and it is what allows FTCH to charge community groups, including disability, health, wellbeing, recovery and social services, £14 an hour. The RMWG charges £15 an hour, plus £10 for use of the kitchen. Headway and the Buddhist group have each told FTCH, separately, that they cannot afford that, and the Buddhist group has since raised the kitchen charge in writing. The groups FTCH is bringing in, such as the coffee morning for older residents and the community bingo, run on the smallest budgets of all. FTCH's funding strategy then sits on top of its earned income to keep provision low cost or free. FTCH is a registered SCIO, and every pound of surplus is reinvested in the charity and its wider community activity. Lower-cost access to therapies for people with protected characteristics is the definition of promoting equality. A business plan that identifies competitors is what any competent business plan does. The scoring penalised FTCH for the

very feature that makes its whole-community model affordable and robust, and this should be reviewed (Evidence 01.02, 03.01, 04.13).

Why this matters: *Section 82 asks which request is likely to reduce inequality, be sustainable, and deliver the greatest benefit to the whole community. The panel marked FTCH down for the earned income that keeps the Centre affordable for the groups that most need it, and that is reinvested locally in line with the Council's own Community Wealth Building principles, while marking the RMWG up partly on the strength of a reference written by the Council itself.*

6.4 The commercial focus scoring was put to the [REDACTED] at the Executive on 18 June 2026, following FTCH's deputation. He confirmed that an element of commercial activity is required and that both applications were strong, described the panel's view as a feeling, and members acknowledged that commercial activity reduces risk. In his written response of 12 August 2026 he maintained that "it was felt" one application was more community focused and that this was reflected in the scoring, while stating that the assessment was not based merely on feelings but on quantitative and qualitative assessment by several officers using professional judgement. The panel's view was never revisited. Professional judgement has a place. But where only six points separate two Strong applications, that judgement must be anchored to identifiable comparative evidence, and the Council's own documents identify none. A subjective feeling that one applicant is "more dedicated to community" is not a reasonable ground for refusing the other. The fate of the Centre cannot be left to a feeling (Evidence 05.05, 06.01).

Why this matters: *The Act requires the Committee to agree a request unless there are reasonable grounds to refuse it. The Council's own officer accepted, in public and in writing, that the reason FTCH was marked down is something the Council requires. That leaves no reasonable ground in the scoring for preferring the RMWG.*

6.5 The panel scored the requests before the evidence in sections 5, 7, 8 and 10 of this Statement existed or was exhibited to it, and without regard to the questions of impartiality raised in section 12. FTCH asks the Committee to set the officers' scores aside as unreliable, to carry out the section 82 comparison itself on the full evidence now available, and to attach no weight to panel views that are unsupported by evidence or were formed in a process whose impartiality is now in question. If the Committee considers a scored comparison is needed, it should be a fresh one, by assessors with no prior involvement, against the evidence in this review.

6.6 FTCH lodged a freedom of information request with the Council before submitting this review, seeking among other things: the panel's working papers, scoring sheets and moderation notes; the identity and role of every officer who assessed, moderated, scored or drafted the recommendation; all declarations of interest and recusal decisions, with their dates and scope; the briefings given to elected members, which the Council's report says were provided; the chronology of the licence decision in August and September 2025; the authorship and approval of the [REDACTED] letter of support; and all Council funding awarded to the RMWG and to Friends of Scottish Settlers. The response is not due until after this review is lodged. FTCH does not speculate about what the records will show. Every matter the request concerns is raised in this Statement on the evidence FTCH already holds, and the Committee is asked, under regulation 8, to obtain those records itself and consider them before determining the review (Evidence 12.01).

Why this matters: *The Committee cannot rely on a recommendation it cannot see the workings of. The records that would show how the six points were reached, and who reached them, are held by the Council, and the Committee has the power to obtain them.*

Questions for the Committee

- On what identifiable evidence, rather than a "feeling" by the panel, was one Strong application preferred to the other by six points?
- Why was FTCH marked down for the earned income that keeps the Centre affordable, when the Council itself accepts that commercial activity is required?
- Who assessed, moderated and scored the two requests, and what interest did each declare?
- Who wrote and approved the [REDACTED] letter of support relied on twice in the Council's report?

7. The operating record since 1 October 2025

7.1 The Council granted the RMWG a licence of the Centre from 1 October 2025, and at the same time drew up and issued FTCH's sub-licence for its protected lets; clause 7.1 of the licence ties the two together. The Council's own position, stated on 29 September 2025, was that operational conditions for user groups were a matter "between the parties" and that it "will not be monitoring compliance". The RMWG's review request describes the period from 1 October 2025 as one in which "collaborative working was tested in practice". FTCH agrees that the period is evidence: not of joint governance, since the RMWG held control and FTCH held protected lets under it, but of how the RMWG has treated the other users of the Centre. The RMWG's view of those users was stated at the Council-facilitated meeting of 26 November 2025: FTCH's groups should pay the RMWG directly, and there was no reason for FTCH to be there at all (Evidence 01.07, 01.08, 01.09, 05.11, 07.03).

Why this matters: *The RMWG's request depends on its assurance that every existing group will keep its place. The Committee does not have to take that assurance on trust. It has almost a year of the RMWG in control of this building to judge it by, and the RMWG told the Council at the outset how it regarded the body that speaks for those groups.*

7.2 FTCH sets out below the evidence that demonstrates that the RMWG does not work collaboratively with other community groups. Further instances, each with its date and source, can be supplied to the Committee.

Access, keys and heating

7.3 On 21 October 2025 the RMWG changed the locks without notice, and FTCH was without keys to the building for around three days. The sub-licence provides that both parties hold keys. The cost was later recharged to FTCH, described on the invoice as "spare keys"; the receipt is for a cylinder and mortice lock (Evidence 08.01, 08.02).

7.4 Through the winter, the thermostat sat in a locked wall box to which FTCH, despite repeated requests, was given no key. After weeks, the RMWG supplied a video showing how to operate it, but still no key. At the Council-facilitated meeting on 26 November 2025, FTCH warned that access to the heating controls was an emergency requirement for its elderly and vulnerable users, who are generally accepted to need higher levels of heating. On 1 December 2025, during a protected evening session for those users, the heating was

off. The Council's contractor attended, recorded 16.5°C, confirmed that the heating control key was absent from every key set in the building, and found materials stored in the boiler cupboard in breach of fire regulations. A further heating failure followed on 9 February 2026. The RMWG then installed its own Hive heating control, registered to the RMWG and operated remotely by it, without FTCH's knowledge, and to which no other group could have or be given control. It has since turned the heating on and off at will during FTCH's protected sessions, leaving elderly and vulnerable users cold in evening groups and at Sunday services, as several groups have witnessed and reported. There seems to have been a deliberate attempt by the RMWG to retain full control of the heating of a shared building. Groups have seen their numbers fall as users stayed away from a cold building, and at least one group withdrew in part because of the cold and because its users felt watched. At the Miracle Church's Sunday services the building was freezing (Evidence 05.11, 07.03, 07.04, 08.07).

7.5 FTCH rightly raised these matters with the Council repeatedly, but its complaints went unanswered. The Council's response was that the legal minimum for a workplace is 16°C. When FTCH asked whether the Council was now imposing that standard on a community centre used in the evenings by elderly and vulnerable people, the Council said it had cited the figure only because FTCH had suggested a breach of the licence. It also said the heating control key was not an "access key" under the sub-licence, and that any breach of the sub-licence was for the RMWG to resolve. The heating of a shared building was withheld from the users who most needed it, and the Council declined to intervene (Evidence 07.03).

Why this matters: *The Committee must weigh the benefit to public health and social wellbeing, and the impact on other groups. FTCH accepts that the day-to-day use of the Centre is for its legal occupiers to decide. But this record shows the RMWG controlling a shared building in a way that left the most vulnerable users in the cold. If the Council agreed the RMWG's request, it would be making a decision it knows will disadvantage those users.*

Repairs and safety

7.6 In February 2026 FTCH found water dripping from the ceiling light fitting in the disabled toilet, with a pool of water on the floor and a wet floor sign beside it. The RMWG, which holds the full repairing and insuring licence, had known of the defect since October 2025 and listed it as a matter to be attended to; the only measure taken was the sign. FTCH reported it to the RMWG and the Council the same day, and offered video of it. Caledonia Services has separately told FTCH that it has seen "a noticeable decline in repairs being actioned in a reasonable timescale" and new booking requests delayed unnecessarily (Evidence 04.08, 07.05).

Why this matters: *Water in an electrical fitting, in the one accessible toilet in a building used by people with physical disabilities, is not a maintenance backlog. It is a risk to life, and it was known about. Section 82 requires the Committee to consider whether a transfer will be sustainable and safe for the people who use the Centre. In agreeing the RMWG's request, the Council would be knowingly accepting the risks that arise from the RMWG's management of the building.*

Building systems

7.7 FTCH's broadband was disconnected and its router removed without notice, and replaced with the RMWG's own service. The RMWG then recharged FTCH for that service

while FTCH remained liable for its own broadband contract, even though the RMWG's own Operational Rules say each party pays for its own broadband. FTCH's CCTV equipment remains in place, disconnected for the licence period as the sub-licence provides; the RMWG installed its own system, to which FTCH has no access. The RMWG has since told the public, in a Facebook statement in September 2026, that FTCH removed the Centre's cameras; it did not. The RMWG also installed a Hive heating control, which it alone operates, and recharged FTCH 31 per cent of the cost; the Council's [REDACTED] has since confirmed that the cost "should not be included in the 31% recharge" (Evidence 01.08, 07.04, 08.01, 08.07, 08.09).

Why this matters: *It shows the RMWG's attitude to maintaining a working relationship with the Centre's other users, and its disregard for its own rules. A body that removes another charity's systems without notice, charges it for the replacements, and then tells the public the opposite, is not one that can be relied on to manage a shared building fairly.*

Caledonia Services: a worked example

7.8 In December 2025 FTCH asked the RMWG to move a single one-hour slot within FTCH's own protected timetable, so that Caledonia Services, a statutory mental health and recovery service commissioned through the Health and Social Care Partnership, whose users have protected characteristics, could have an extra hour. The RMWG refused, stating that another let occupied the hour. No let did, or could have. FTCH complained repeatedly for nearly two months. The hour was moved only after FTCH referred the matter to the Council and to the Health and Social Care Partnership and pointed to the group's protected characteristics (Evidence 07.04, 07.06, 08.07).

Why this matters: *It shows what the RMWG's assurance that "all lets will be honoured" means in practice. Faced with a reasonable request from a statutory disability service, costing it nothing and using FTCH's own time, the RMWG gave a false reason to refuse, and moved only under pressure. The Council relied on that assurance in its own equality assessment. The Committee should not.*

Protected lets used as leverage in a dispute about money

7.9 FTCH works to sustain its established groups, and to use its reduced protected allocation as flexibly as they need. On 10 and 11 September 2026 FTCH asked the RMWG to move 2.5 hours from FTCH's Saturday allocation and one hour from its Sunday allocation to 1.45pm to 5.15pm on Saturday 28 November 2026, for a one-off event by an established faith group within FTCH's protected timetable, with no increase in FTCH's hours. The RMWG's reply of 15 September acknowledged that no additional hours were requested, but said the request "must be considered in the wider context of the existing arrangements", referring to the disputed running-cost recharges it invoices to FTCH under the sub-licence (see section 8 of this Statement). FTCH replied on 18 and 22 September maintaining the request, citing clause 10.2 of the sub-licence, which protects FTCH's lets, and setting 25 September 2026 for confirmation, failing which the matter would be referred to the Council as licensor under clause 6.4. On 21 September the RMWG replied. It did not confirm the booking. It said instead that it was "under no obligation to vary the agreed timetable, especially given you have deliberately held back paying essential income"; that it had "sought advice regarding your arrears from multiple sources including Falkirk Council" and been told FTCH was "in material breach"; and that FTCH should stop describing the group

as faith based, because the RMWG is "an equalities rooted organisation". No conflicting booking was identified. The RMWG has not confirmed the booking since (Evidence 07.07).

7.10 This is the second time the RMWG has linked FTCH's protected lets to the dispute about the recharges: on 18 May 2026 it stated its intention to contact FTCH's groups about the fees. The RMWG's Operational Rules describe financial and governance queries as potential "vexatious conduct" warranting suspension of cooperation, and FTCH's own queries about the charges, specific and itemised, remain unanswered. The Council has been aware of that document since March 2026 and has done nothing about it (Evidence 08.01, 08.07).

Why this matters: *FTCH was redistributing its own existing hours, as a one-off and with no increase in its total, so that an established group could hold an event; reasonable flexibility of that kind should be judged on availability and users' needs, and FTCH's groups should not suffer because of an invoicing dispute between the two charities. Taken with the Caledonia episode, it shows a repeated management problem in running a shared hall. By using a dispute about money as a reason to refuse flexibility on bookings, the RMWG is being deliberately obstructive and is disadvantaging a faith group, and other community groups, that have no part in that dispute. A body that treats other groups' access to the Centre as leverage cannot be relied on to protect them once it owns the building.*

Treatment of the Centre's users

7.11 The RMWG has never once approached FTCH or its groups about their continuity, timetabling or the avoidance of competition. It set up free classes almost identical to FTCH's established exercise classes without consulting them, which left those groups deeply upset, and changed that activity to yoga only after sustained complaint by FTCH on the groups' behalf and intervention by the Council. It charges community groups rates they have told FTCH they cannot afford (Evidence 04.13). And on 9 March 2026, when FTCH held a private, closed information session for its own groups' representatives during the representation period, two individuals from Westfield Park Community Centre, from which the RMWG operates, attended uninvited and said that the RMWG had asked them to come; FTCH's chair allowed them to stay so their questions could be answered. The point is not their attendance but its source: the RMWG, which had not engaged with FTCH's groups itself, sent others into their private meeting. Statements can be provided by the representatives of FTCH's groups who were present.

Why this matters: *The guidance asks the Committee to weigh the impact on other community groups, and section 82 asks which request will deliver the greater social wellbeing. Groups being undercut, priced out and never consulted is the impact. Six of the twelve established groups have gone.*

Security of lets: the RMWG's own answer

7.12 At its public meeting at the Centre on 27 March 2026, the RMWG was asked whether, since it could impose Operational Rules FTCH had never agreed to, it could also displace a let at any time. Its only answer was that lets would be honoured unless a group did not pay. FTCH has since been told, verbally only, that the RMWG's protection of existing lets would last twelve months.

Why this matters: *It is the RMWG's own account of what its assurance to existing groups means: conditional, time-limited, and subject to rules only the RMWG can change. Its own proposal also moves those groups to the pavilion whenever it needs the kitchen (see section 10 of this Statement).*

Summary of section 7: what the record shows

7.13 Taken together, the lock change, the heating, the repairs, the building systems, the Caledonia episode, the 28 November request and the treatment of the Centre's users show a pattern of not being collaborative or community minded in routine management matters: access, bookings, communication, safety, and keeping a protected let's service, and flexibility over bookings, separate from a dispute about money. Occupation of FTCH's protected timetable has fallen from 31 per cent to around 19 per cent, and six of the twelve established groups have gone (see section 10 of this Statement). The RMWG's assurance that all lets would be honoured and none displaced (Council report, paragraph 4.22) has now been tested for almost a year. FTCH submits that the record reveals material weaknesses in the RMWG's capacity to manage a shared hall reliably for users who are not its own, and that this goes directly to the comparison of benefit and capacity under section 82 of the Act. It is one thing to dislike FTCH's committee, but FTCH's commitment to the community is evident: everything FTCH does at the Centre, it does on behalf of its lets, and the record shows no equivalent regard for those lets from the body that now controls the building.

Questions for the Committee

- What did the Council do when told that elderly and vulnerable users had been left without heating, and why did it decline to intervene?
- Why did the RMWG refuse a statutory mental health service one hour within FTCH's own time, on the basis of a let that did not exist?
- On what basis did the RMWG refuse a faith group's request within FTCH's protected hours, and why did it link that request to a separate dispute about money?

8. Governance and financial stewardship

8.1 The RMWG's review relies on three things to present itself as the better steward of the Centre: its Operational Rules; an email from a Council officer; and a schedule showing £3,889.19 outstanding from FTCH. Each is answered below (Evidence 03.02, 08.02, 08.07).

The account

8.2 FTCH has never disputed its obligation to pay its 31 per cent share of the Centre's properly evidenced running costs, and its correspondence throughout, from February 2026 onwards, says so in terms. FTCH has paid Invoice 001 (£217.89) and, on 18 September 2026, a further £2,385.38, being every charge that was properly substantiated and not in dispute. For the rest, FTCH asked the RMWG for the supporting documents its trustees needed to confirm that each charge was properly due before spending the charity's funds: first in February 2026, and then line by line on 15 and 22 May 2026. Those itemised questions have not been answered, and until they are, each of those charges remains in dispute. Its first invoice, dated 31 October 2025, was not sent until 12 January 2026. Its email of 2 March 2026 undertook to supply supplier bills, meter readings and a reconciliation of the October charges; none arrived. Its reply of 18 May alleged "material breach" without

identifying any clause and stated an intention to contact FTCH's groups about the fees, and on 28 May it threatened debt recovery. Only after FTCH raised the matter in its deputation of 13 August 2026 did the RMWG supply supporting documents, on 7 and 11 September. Those documents resolved a number of items, and FTCH reconciled every line and paid everything properly substantiated and undisputed within a week. Some of the remaining charges have paperwork but are duplicated, wrongly attributed or not chargeable to FTCH under the sub-licence; a receipt existing does not make its cost FTCH's to pay. Non-payment followed non-evidence; payment followed evidence (Evidence 08.01, 08.02, 08.04, 08.05, 08.06, 08.07).

Why this matters: *It shows FTCH acting as careful charity trustees should: paying what is evidenced, promptly; identifying line by line what remains in question and why; and standing ready to pay anything further that is shown to be due. FTCH is a registered SCIO regulated by OSCR, and has been fully open with its regulator throughout.*

8.3 On the RMWG's own line amounts, the total invoiced is £4,106.85. The RMWG's stated totals do not agree with each other: its email of 15 September 2026 claimed £4,107.01 owed and £3,889.12 outstanding, and its review bundle states £4,107.08 and £3,889.19. The remaining £1,503.58 is withheld across 33 itemised lines, each with a stated reason and the document that would resolve it: £119.23 where the same bill or receipt was charged twice; £797.26 with no supporting document at all; £145.16 for October 2025, where the charges match no supplier document and the reconciliation promised in March has never been supplied; £51.15 for a fire alarm invoice addressed to a third party; and £390.78 where the charge itself is disputed, including broadband FTCH did not ask for, and the Hive installation, which the Council's own [REDACTED] has since confirmed "should not be included in the 31% recharge" (Evidence 08.02, 08.03, 08.04).

8.4 The reconciliation also found June 2026 energy charged on two separate invoices; an electricity back-bill described as gas; one cleaning receipt charged net on one invoice and gross on the next; supplier accounts held in the name of an individual or of a separate business rather than the RMWG; a pothole repair kit bought in an individual's name, delivered elsewhere, and recharged for land outside the licensed property; and a lock change recharged as "spare keys". FTCH's reconciliation workbook and its letter to the Council of 17 September 2026 are produced in full (Evidence 08.02, 08.03, 08.04).

8.5 None of the 33 remaining itemised issues has been resolved or substantively answered by the RMWG. Instead, the RMWG has relied on the Council. On 14 September 2026 the Council's [REDACTED] wrote to FTCH that he understood the evidence issues "have been resolved and all supporting evidence has been provided", and that FTCH's position "would represent a material breach". FTCH replied on 17 September with its full reconciliation, and paid the next day. His reply then stated that the Council had been given the RMWG's supporting evidence "but it is not FC's role to review this"; that the dispute "is a matter between RMWG and FTMC"; and, a week after FTCH's payment, that "only £217.89... has been paid to date". On 21 September the RMWG wrote that it had "sought advice... from multiple sources including Falkirk Council" and been told FTCH was "in material breach". It has also told FTCH that "several months ago Falkirk Council reminded you about your obligation to pay 31% of the running costs", and told the public that it "reported this matter to Falkirk Council, who had to step in to confirm that FTCH was responsible for its 31% share". FTCH has never disputed its 31 per cent share; what the Council's email of 25 May actually addressed was a single cleaning item, which FTCH

accepted. And in a statement posted on the Centre's Facebook page and shared to the Falkirk Community Hub group, the RMWG told the public that FTCH had paid only "one invoice of just over £200", omitting the £2,385.38 paid days earlier, and deleted FTCH's reply inviting anyone who wanted clarity to contact FTCH (Evidence 07.07, 08.04, 08.09).

Why this matters: *The Council cannot both decline to review the evidence and assert that FTCH is in breach on the RMWG's account of it. The RMWG has used that assertion, privately and in public, in place of answering the itemised issues. The documents show a licensee that invoiced without evidence, charged the same costs twice, charged for an installation the Council itself says should not have been charged, and then misstated the position to the community. FTCH paid every properly substantiated, undisputed charge as soon as the evidence existed.*

The RMWG's Operational Rules

8.6 The RMWG's Operational Rules bear an adoption date of 27 February 2026 and were issued to FTCH on 2 March 2026 "for FTCH's acknowledgement and use". FTCH rejected them in writing and has never agreed to them. They are a separate document, not part of the signed sub-licence. The RMWG announced its intention in October 2025, writing that it would develop rules for "all user groups, including FTCH", and would do so "in consultation with Falkirk Council" if FTCH did not agree. Before the Council-facilitated meeting of 26 November 2025, the Council's case officer wrote that "the groups should be able to work together to agree a set of written operational rules", and after that meeting the Council undertook to arrange a meeting by 12 December to agree how the two groups would work together. That meeting never took place. Instead, the RMWG issued its Rules unilaterally, and FTCH has never been part of any process to agree them. The RMWG's covering email said it had spoken to the Council about the Rules; [REDACTED] has since confirmed in writing that the Council "did not contribute or have any input in its development". Yet on 25 September 2026 the [REDACTED] wrote that the Rules "were imposed by RMWG as Licensee under the hierarchy of the legal agreements... and do not require agreement from FTMC" (Evidence 05.10, 05.11, 06.01, 07.01, 08.04, 08.07, 08.08).

8.7 The sub-licence is the Council's own document, drafted and issued by the Council and signed by FTCH at the Council's offices on 30 September 2025. It requires FTCH to comply with "all reasonable regulations which may be issued from time to time by the Licensor or its agents in relation to the Property, including in respect of health and safety, risk management and security" (clause 4.4.3). Who "the Licensor" is for that purpose is not clear. The sub-licence does not define it; clause 6.4 refers to "Falkirk Council as Licensor"; and in the licence the Council granted the RMWG, "the Licensor" is Falkirk Council. The Council has itself taken inconsistent positions on the Rules: its [REDACTED] has stated in writing that the Council "did not contribute or have any input" in them, while its [REDACTED] has written that they "were imposed by RMWG as Licensee under the hierarchy of the legal agreements... and do not require agreement from FTMC". FTCH asks the Committee to establish on what authority the Rules were issued, and whether each of them is a reasonable regulation consistent with the signed sub-licence. Whatever their status, the Rules have not been applied as written. They describe financial and governance queries as potential "vexatious conduct" warranting suspension of cooperation; FTCH's queries about the charges were specific, itemised and reasonable, and they remain unanswered. And the RMWG does not follow its own Rules: Rule 4.6 allows 30 days for

payment from receipt of evidence, but the covering email demanded 7; Rule 5.4 says each party pays for its own broadband, but the RMWG recharged FTCH for its own; and Rule 9.1 sets out a dispute pathway of written clarification, a meeting within 10 working days and Council mediation, which the RMWG has never once used, choosing instead to threaten debt recovery. A licensee may reasonably set house rules for a shared building. The question for the Committee is how the RMWG has used them: against the reasonable questions of the body that speaks for the Centre's other groups, while not observing them itself (Evidence 01.07, 01.08, 06.01, 08.04, 08.07).

Why this matters: *Rules one party writes for another, and then does not observe itself, are not good governance. FTCH is told that Rules it never agreed to bind it anyway, and that it is in "material breach", by a Council that says it does not review the evidence and has given conflicting accounts of its own role. The Committee should give the RMWG's Rules no weight as evidence of its capacity, and should consider what this shows about how the RMWG would treat other groups as owner.*

How FTCH would manage the Centre's finances

8.8 FTCH's approach to the Centre's finances is built on transparency at every stage. Bookings and hall invoices would run through Hallmaster, a shared online system giving each user access to its own bookings and invoices, and the Council an auditable record from booking to invoice to payment, with access appropriate to each person's role. The building's running costs, including energy, insurance, repairs and compliance, would be held in the charity's own name, recharged only with the supplier document attached, and reported openly to users at FTCH's annual general meeting, as FTCH has always done. Its trustees bring professional experience in governance, funding and financial management, and FTCH is regulated by OSCR. Every dispute described in this section would have been prevented by that approach (Evidence 01.02, 04.03).

Why this matters to the Committee's decision

8.9 An asset transfer hands a public building, and responsibility for everyone who uses it, to one body permanently. The Council's report describes the RMWG as having "strong leadership" and a business plan that is "comprehensive, viable and sustainable". The last year is the only test of that description in practice, at this building, with other groups depending on it. It shows charges raised without evidence, costs duplicated, totals that do not agree, a year of questions unanswered, rules imposed and then broken, threats in place of answers, and a false account given to the public. FTCH, by contrast, has managed the Centre's lets for a decade, paid every properly substantiated charge promptly, documented every line it disputes, and proposes a transparent system that every user can see (Evidence 03.01, 08.03).

Why this matters: *Section 82 requires the Committee to be satisfied that a transfer will be sustainable and will deliver benefit for the whole community. Fair, accurate and transparent financial management of a shared building is the foundation of both. On the evidence, only one applicant has demonstrated it.*

Questions for the Committee

- Why have FTCH's itemised queries on the account, raised line by line in May 2026, still not been substantively answered by the RMWG?

- In what capacity, and on what documents, has the [REDACTED] asserted that FTCH is in breach, while saying it is not the Council's role to review the evidence?
- Did the RMWG consult the Council on its Operational Rules, as it said it would in October 2025? If so, how does that square with the Council's statement that it had no input? If not, on what basis does the Council now say the Rules bind FTCH?
- Who may issue regulations under clause 4.4.3 of the sub-licence, on what authority did the RMWG issue its Operational Rules, and how is each disputed Rule reasonable and consistent with the signed sub-licence?

9. FTCH's financial sustainability

9.1 The RMWG's response to representations describes FTCH's forecasts as "unsupported by historic performance". FTCH's performance is in its own invoices. Under the sub-licence FTCH has 31 per cent of the Centre's 91 opening hours a week. On that 31 per cent, fully let, FTCH's regular group lets come to approximately £1,337 a month at £14 an hour, varying slightly with the number of days in the month, before any private hire such as parties. The 67 and 100 per cent figures below are projections at the same rate of use, not historic earnings (Evidence 01.08, 03.02).

Share of the Centre's hours	Regular group lets per month	Per year at that monthly rate
31 per cent: FTCH's protected timetable	£1,337	£16,044
67 per cent: FTCH's occupancy before the licence (projected at the same rate of use)	£2,890	£34,680
100 per cent (projected at the same rate of use)	£4,313	£51,760

9.2 FTCH now knows what the building actually costs to run. The RMWG's own running-cost schedule, produced in its review bundle, puts the running costs of the whole building at £13,248.65 for eleven months, about £14,500 a year. At that rate, FTCH's income from under a third of the hall exceeds that. At the 67 per cent occupancy FTCH achieved before the licence, group lets alone produce well over twice the building's running costs, before private hire, and before the returning, expanding and new groups set out in section 4. FTCH can comfortably sustain the Centre on its earned income, and that income will grow as groups return and new activity comes in. FTCH's own Year 1 budget, set out in its asset transfer request, is deliberately prudent: it allows £1,715 a month for running costs, well above what the building has actually cost, against projected Year 1 income of £53,954 (Evidence 01.02, 03.02).

9.3 FTCH holds approximately £60,000 in reserves, without any grant funding. OSCR is fully aware of FTCH's position and has accepted that its annual accounts will be submitted after the usual date while an account opened under a previous Board is brought under the current Board's control through FTCH's solicitors.

9.4 Over and above its earned income and reserves, FTCH has a comprehensive 53-page funding strategy, and its Board brings direct experience of securing and managing grant funding. FTCH has been unable to put that strategy into action while operating under a sub-

licence, because funders require security of tenure; the transfer unlocks it. FTCH's Enablement Fund request, of £110,040, is for the works the Council's own 2023 condition survey identified as most urgent: full electrical rewiring and LED lighting, addressing a Category 1.1 immediate safety risk, and flat roof works, so that the building is safe, compliant and more energy efficient from the first year. The further phased works set out in FTCH's asset transfer request and its business plan, including the pavilions and kitchen, are separate from and in addition to that request, and will be delivered through FTCH's funding strategy as each phase is funded; the day-to-day running of the Centre does not depend on them. If the Enablement Fund award were delayed or reduced, FTCH's request provides that the works would be phased, beginning with the electrical safety and roof works, supported by its reserves and its funding strategy. FTCH has already secured and delivered grant funding for the Centre: £5,500 from the Shared Prosperity Fund, spent on building surveys, Legionella testing and fire safety assessments. The Council has told FTCH that the building's backlog maintenance stands at £240,270.50, and FTCH's strategy is designed to meet that need over time, in a way no single grant could (Evidence 01.02, 04.03, 05.12).

Why this matters: *Section 82 requires the Committee to be satisfied that a transfer will be sustainable and will deliver benefit for the whole community. FTCH's case rests on real income from this building, a year of real costs for this building, a prudent budget, reserves held without grant funding, an Enablement Fund request targeted at the building's most urgent safety needs, and a funding strategy ready to be released on transfer, delivered by people who have done it before, with every surplus reinvested locally in line with the Council's own Community Wealth Building principles. The RMWG's claim that FTCH's case is "unsupported" is answered by FTCH's own invoices and the RMWG's own running-cost schedule.*

Questions for the Committee

- Does the Committee accept that a year of actual running costs, set against FTCH's actual income, is a more reliable basis for judging sustainability than the forecasts on which the original scoring relied?

10. Security of established users

10.1 The Council's report records the RMWG's assurance that "all groups who currently use the building will have their lets honoured and none will be displaced" (paragraph 4.22), and the report to the Executive relied on assurances from both groups as mitigating the risk to the community. The RMWG's own equality assessment records, against every protected characteristic, that data on the Centre's existing users "was not available" to it. So where the Council had no information about who uses the Centre, it relied on an assurance that their provision would continue. That assurance is not a condition of transfer, and any right of pre-emption would protect the Council, not the groups (Evidence 03.01, 04.05).

10.2 The assurance can now be tested. Since 1 October 2025, six of the twelve established protected groups have ceased to use the Centre, and actual occupation of FTCH's protected timetable has fallen from 31 per cent to around 19 per cent. They are Count Me In, a music group for neurodiverse participants, which relocated to Carronshore in October 2025; Art n Soul, which stopped around December 2025; one of the two faith congregations, which stopped around December 2025; Kettlercise, which left in May 2026; Hartbeeps, which left at the end of June 2026; and a sixth group, which withdrew because of the heating failures

affecting its users and interruptions of its sessions. Their reasons differ. Several cited uncertainty about the Centre's future and the costs they expected if the RMWG took it over; others left because of what they experienced at the Centre under the RMWG's control. Protecting only the lets that remain today is not the same as protecting the community provision that existed when this process began (Evidence 04.01, 05.01).

10.3 The groups themselves have told FTCH what the RMWG's proposal means for them. One established group has said it will leave if the RMWG takes the Centre, a second is considering leaving, and a third has raised concerns about its future there. Caledonia Services has told FTCH it has concerns about "whether existing lets will continue long term", given inconsistencies in the RMWG's application. An instructor who currently hires from the RMWG has had "no communication" from it about the Centre's future and wants to move her classes to FTCH. A local resident who lives opposite the Centre chose FTCH to start a new playgroup. On the RMWG's own figures, 15 of the representations made on its request in March 2026 opposed it. And in almost a year of holding the licence, the RMWG's only approach to the Centre's groups was a Facebook post on 26 September 2026, two days before this review was lodged. FTCH's request for statements told every group that its let was unaffected whatever it decided (Evidence 03.02, 04.08, 04.09, 04.10, 04.15, 04.16, 04.18).

10.4 What the RMWG has actually said about existing lets is conditional and time-limited. At its public meeting on 27 March 2026, its only answer was that lets would be honoured unless a group did not pay. FTCH has been told, verbally only and without confirmation in writing, that the protection would last twelve months; the Committee should require the RMWG to state the actual duration, conditions and enforceability of any protection. Its proposal, as the Council's report records it, is to run its own core activities from a renovated pavilion so that current lets can stay in the hall; but "where RMWG activities require the kitchen, the pavilion will be offered as alternative accommodation to current lets" (paragraph 5.22). Its Operational Rules, which it says bind FTCH without FTCH's agreement, can be changed by the RMWG alone. And at the Council-facilitated meeting of 26 November 2025, the RMWG's representatives said that FTCH's groups should pay the RMWG directly, that there was no need for FTCH to be at the Centre at all, and that the Centre was theirs; when FTCH pointed out that a competitive asset transfer assessment was under way, they asked what that was. The RMWG was acting as though it already owned the Centre, and saw no place in it for the body that speaks for the existing groups (Evidence 03.01, 05.11, 08.07).

10.5 The pavilions to which groups would be moved are currently used for storage and are not fit for activity; the RMWG's own Enablement Fund request is to renovate them "to create a base for the group's core work" (paragraph 4.25). No accommodation exists today for the groups the RMWG proposes to move (Evidence 03.01).

10.6 FTCH's offer to the RMWG is not an assurance but a term of its request: a defined anchor let of approximately one third of main hall time, at published rates, under the same booking system and dispute process as every other user. On transfer it would be put into a written let agreement on FTCH's published anchor tenant terms, a 12-month rolling agreement that renews automatically, with any increase capped, as set out in FTCH's lettings policy, and enforceable by the RMWG as a contract (Evidence 01.02, 04.03).

Why this matters: *The guidance requires the Committee to weigh the impact on other community groups, and the Council's own equality assessment of the RMWG's request*

depends entirely on this one assurance. It has been tested for a year and has not held. FTCH's commitment to the RMWG, by contrast, is written into its request.

Questions for the Committee

- Under the RMWG's proposal, what enforceable protection would existing groups have, for how long, at what charge, on what grounds could it change, and who could enforce it?
- Where would groups moved out of the main hall be accommodated, in what condition, and from when?
- Why, in almost a year of holding the licence, has the RMWG never approached the Centre's existing groups about their future?

11. Allegations of racism against FTCH, and FTCH's record on inclusion

11.1 The RMWG's charitable purposes include "the promotion of religious and racial harmony". Its response to representations refers to "false and divisive narratives circulating around FTCH's campaign". FTCH's petition was launched on 8 September 2026, the day before the RMWG lodged its review, and asks for the Centre to be kept for the whole community, "including the Rainbow Muslim Women's Group". Whilst the RMWG accuses FTCH of a false campaign, it does not identify or provide evidence of such (Evidence 03.02, 04.06).

11.2 Allegations of racism have been made against FTCH repeatedly. Within a month of taking the licence, in its letter of 28 October 2025 answering FTCH's formal notice of breach, the RMWG said it was troubled by "hostility directed toward RMWG, which appears to extend beyond procedural disagreements". Its next letter, dated 29 October and sent on 30 October 2025, went further: "As a well-established minority ethnic women's organisation, our assumption of the principal licence appears to have triggered resistance rather than cooperation", while conceding, of the online comments it had cited, "we do not suggest these comments originate from FTCH". FTCH replied that it rejected "suggestions that enforcement of contractual terms is hostile or discriminatory". On 10 November 2025 the RMWG's Chair copied the Council's [REDACTED], the [REDACTED] and the [REDACTED] [REDACTED] into correspondence about "how a marginalised community organisation is being treated", in answer to FTCH's reports of a protected group's concerns over CCTV audio recording, an unsafe hall floor and heating during exercise classes; FTCH replied that its concerns were "compliance-based, not personal or cultural", and that this was the second such occasion. Allegations were put again at the Council-facilitated meeting of 26 November 2025, with material circulated that FTCH was never given. On 21 September 2026, when FTCH described the group seeking to move its protected hours as faith based, the RMWG responded that it is "an equalities rooted organisation and do[es] not discriminate". Separately, in March 2026, during the statutory representation period, an anonymous account called "Racists Out" was created and, within half an hour and with no followers, posted on FTCH's page calling FTCH racist; FTCH does not attribute that account to anyone, but it shows the atmosphere FTCH has had to work in. FTCH raised these allegations with the independent mediator in its private session in July 2026. Not one of them has ever been supported by any evidence. FTCH has asked for the evidence every time. None has been supplied (Evidence 05.01, 05.11, 07.01, 07.02, 07.07).

11.3 The record showing FTCH's commitment to diversity and inclusion is easily documented and evidenced. FTCH's EPIA records users across every protected characteristic, including an African-led church of 34 Black African and Caribbean participants, a multi-ethnic congregation, a statutory mental health service with users from five ethnic groups, faith groups serving 89 or more people a week, and a wellbeing group whose participants include LGBTQ+ people and refugees. A New Scot from Ukraine has used the Centre for her own development and credits it with helping her settle in Falkirk, and now plans to run sessions there herself. FTCH's Board is open to anyone in the community and reflects it, including people of different faiths and of none and a gay man (section 4). FTCH has offered the RMWG a place at the Centre at every stage (section 5). Its statement to the Falkirk Herald of 22 September 2026 says the Centre should be kept for the whole community, including the RMWG. And when a former councillor supporting the RMWG challenged FTCH publicly in September 2026, FTCH replied that it has never questioned the needs or rights of any community, that it recognises the valuable work the RMWG does, and that its request provides a protected place for the RMWG and its users; he replied that FTCH had "valid points" (Evidence 04.01, 04.14, 04.17).

Why this matters: *The Council must decide in a way that encourages equal opportunities and good relations between communities. The applicant that has been accused, repeatedly and without evidence, is the one whose record shows it serves every community at the Centre, including the RMWG's.*

Questions for the Committee

- When and where is FTCH said to have said or done anything racist, and what evidence has the RMWG ever offered for it?
- Are repeated unsubstantiated allegations against a volunteer charity, during a competitive process, consistent with the racial harmony purposes on which the RMWG's request relies?
- Did the RMWG's accusation of bias against the Council in September 2025 influence the Council's change of position on the licence?

12. Process, impartiality and outstanding information

12.1 FTCH asks the Committee to consider the following matters, on which the Council holds records FTCH does not, and to obtain those records under regulation 8 before reaching its decision. Each is also the subject of FTCH's freedom of information request, lodged before this review was submitted (Evidence 12.01).

The licence decision of September 2025

12.2 On 3 September 2025 the RMWG itself proposed that FTCH hold the licence while both requests were assessed. On 4 September the case officer confirmed in writing that the [REDACTED] had accepted that proposal. On 16 September a Council officer, [REDACTED], emailed FTCH about finding alternative accommodation for its groups from 1 October; on 19 September the [REDACTED] told FTCH that the email should never have been sent. On 17 September the Council formally offered FTCH the licence, and wrote that it "cannot be seen to be pre-determining the outcome" of the asset transfer "by awarding a Full Repair and Insuring Licence to one group over the other". Officers then met the RMWG without FTCH on 23 September; on 24

September an officer wrote, in an email later forwarded to FTCH, "Looks like we are proceeding with the Rainbows as lead so at least we have clarity on that"; and on 29 September the [REDACTED] wrote that the Council "did not facilitate any reversal" and that which group held the licence "is not a material consideration". FTCH signed the Council's sub-licence at the Council's offices on 30 September 2025, with closure of the Centre the stated alternative (Evidence 01.03, 01.04, 01.05, 01.07).

Why this matters: *The Council said that giving the licence to one applicant would look like pre-determining the transfer, then gave it to that applicant within a week, after meeting it alone. The operating record the Committee is now asked to weigh flows directly from that decision.*

The case officer

12.3 FTCH's position is that [REDACTED] is not independent and impartial, and has acted with a bias in favour of the RMWG. She has been the Council's case officer for both applicants throughout. She structured the meeting of 26 November 2025 to FTCH's disadvantage and then set FTCH a deadline over Christmas (section 5). On 19 December 2025, answering FTCH's question whether an impartial mediator, rather than a Council officer involved in the assessment, should run the next meeting, she wrote that she had "formally been recused from the assessment process", while confirming she would still attend. She has remained one of the two officers principally involved ever since, and is copied on the RMWG's correspondence with FTCH to this day (Evidence 05.09, 05.13).

12.4 [REDACTED] is a trustee and director of Friends of Scottish Settlers, Scottish Charity Number SC050254 and Company Number CS004695, and has been described publicly as its Chair. Public posts from 2016 to 2023, and at public events since, show her personal connection with and support for the RMWG and its office holders, in her own time and in her capacity as an officer. FTCH holds independent evidence of that relationship.

12.5 FTCH does not assert that [REDACTED] scored the applications. Its case is that she was recused from the assessment, for reasons, and with a scope and safeguards, that the Council has never explained, yet was kept as case officer for both applicants, in charge of the correspondence, the meetings, and the operational handling of the very period whose evidence the Committee now has to weigh.

Why this matters: *A fair-minded observer, knowing these facts, would conclude there was a real possibility that the process was not impartial. A recommendation produced by such a process cannot be the foundation of the Committee's decision.*

[REDACTED]

12.6 On 14 September 2026 the [REDACTED] told FTCH he understood the evidence issues "have been resolved" and that FTCH's position "would represent a material breach". After receiving FTCH's reconciliation, and a week after FTCH's payment, he wrote that it was "not FC's role to review" the evidence, that the dispute "is a matter between RMWG and FTMC", and that only £217.89 had been paid. He wrote that the RMWG's Rules "do not require agreement from FTMC", while accepting that the Hive installation "should not be included in the 31% recharge". The RMWG says it was advised by "multiple sources including Falkirk Council" that FTCH is in breach. When FTCH raises the same matters with the Council, it is told they are for the RMWG to resolve (Evidence 07.07, 08.04).

Why this matters: *The Council cannot be both a bystander to the sub-licence and the source of the RMWG's claim that FTCH has breached it.*

The Operational Rules and the notebook

12.7 On 29 October 2025 the RMWG wrote that it would develop operational rules for "all user groups, including FTCH", "in consultation with Falkirk Council". Its Rules bear an adoption date of Friday 27 February 2026 and were issued to FTCH on Monday 2 March 2026. The next day, Tuesday 3 March 2026, FTCH's Chair and Secretary found a Falkirk Council-branded notebook on the desk in the locked office at the Centre, to which only FTCH, the RMWG and one other keyholder had access. It had been left there at some point after Wednesday 25 February. They recorded what they found in writing that day, photographed the pages and left the notebook where it was. It contains notes on FTCH's trustees and on the meeting of 26 November 2025; a note written in red to "Save the [REDACTED] reference"; a note to save a former trustee's emails; a list of names including Council officers and the RMWG's Chair; and details of other asset transfer applications and Council meetings. Among its entries are "We did say, theres going to be problems taking over the FRI at the last minute"; "MOU (2) groups: [REDACTED], [REDACTED], [REDACTED] to set up the MOU"; and the words "FOSS" and "[REDACTED] FOSS". FTCH believes the notebook to be the case officer's, and that officers met the RMWG in that office in the days before the Rules were issued. [REDACTED] has since stated in writing that the Council "did not contribute or have any input" in the Rules (Evidence 06.01, 07.01, 08.04, 08.07, 12.03, 12.04).

Why this matters: *The RMWG said in October 2025 that it would develop its Rules in consultation with the Council, and the Council now says it had no input. If officers met the RMWG at the Centre the weekend the Rules were finalised, the Committee needs to know who met whom, what was discussed, whether the Rules were seen or commented on, what advice was given, and what records exist, before it can accept that the Council had no part in Rules its [REDACTED] now says bind FTCH. A Council officer's notes recording only one applicant's conduct go directly to impartiality. And a notebook containing personal data about FTCH's trustees and other applicants, left where a competing applicant could access it, raises a question of data protection the Council must answer.*

12.8 [REDACTED], Councillor [REDACTED], declined in writing in August 2025 to give FTCH a letter of support, because she "would have to recuse myself from the decision making, and would much rather be part of the process, particularly if it comes to a vote". In the first week of the RMWG's licence, in October 2025, she attended the RMWG's open day at the Centre and was photographed with its Chair. The RMWG's post about that day described the Centre's current programmes as "under our administration", said that "the plans to reform the hall were on display", and invited the public to "book the hall for your parties". Her public support for the RMWG's events goes back to at least 2022. The RMWG supplied her with keys to the Centre after the lock change of October 2025, while FTCH had none. On 13 August 2026 she took part in the Executive's decision, voting for the three-month extension to explore joint governance, without, so far as FTCH is aware, declaring any of this (Evidence 12.02, 12.05).

Why this matters: *The Council's most senior elected member cannot decline to support one applicant on grounds of impartiality while publicly supporting the other, and then take part in the decision without a declaration.*

The [REDACTED] letter and Council funding

12.9 The Council's own [REDACTED] team wrote a letter of support for the RMWG's request, and the Council's report relies on it twice, at paragraphs 5.28 and 5.40. The Council's [REDACTED] Officer, [REDACTED], works within that team; she is the sister of [REDACTED], who spoke for the RMWG at the July 2026 mediation and delivered its deputation to the Executive on 13 August 2026. The Council also funds the RMWG: its report records the School Holiday Fund every year since 2022, and the RMWG's income includes further Council grants. Friends of Scottish Settlers' published accounts record further Council funding (Evidence 03.01).

Why this matters: *The Council's own team supported one applicant and the Council then relied on that support in scoring it against the other. The Committee needs to know who wrote and approved the letter, who assessed the applications, what relationships and declarations there were, and how the roles were kept separate. It also needs to know the extent of the Council's funding relationship with the RMWG, which has received Council funding every year since 2022, compared with a single Shared Prosperity Fund award of £5,500 to FTCH for compliance works.*

The August submission

12.10 FTCH sent a full written submission to [REDACTED] on 11 August 2026, covering the operating record, the account, the Rules and its equal governance proposal. He replied that it could not be published before the Executive, and that operational matters under the licence were separate from the statutory assessment. That position cannot stand. The Council took the licence from FTCH after confirming in writing that FTCH would hold it, and the Council's own report relied on the assurance about existing users that the licence period has tested. What has happened to FTCH's groups under that arrangement is the direct consequence of the Council's own decision (Evidence 01.03, 03.01, 05.05, 05.06, 06.01).

Why this matters: *The Committee cannot be asked to ignore the only evidence that tests the assurance on which the recommendation rests.*

Questions for the Committee

- When, by whom and on what basis was the licence granted to the RMWG in September 2025, a week after the Council said doing so would look like pre-determining the transfer?
- When was the case officer recused, from what, by whom, and why was she kept on as case officer for both applicants?
- In what capacity, and on what documents, has the [REDACTED] asserted that FTCH is in breach, while saying it is not the Council's role to review the evidence?
- Which officers met the RMWG at the Centre on the weekend the Rules were finalised, and what did the Council contribute to them?
- Whose notebook was left in the locked office at the Centre, and did the Council assess its loss as a possible breach of data protection law?

- What did the [REDACTED] declare before taking part on 13 August 2026?
- Who wrote and approved the [REDACTED] letter, and did the [REDACTED] have any part in it or in either equality assessment?
- What funding has the Council given the RMWG and Friends of Scottish Settlers, and through which officers?

13. Procedure requested

13.1 FTCH requests a hearing session under regulation 7(3)(b) of the Asset Transfer Request (Review Procedure) (Scotland) Regulations 2016. The RMWG's review submits that written submissions are enough. FTCH disagrees. The two reviews conflict directly on questions of fact that cannot fairly be resolved on paper: whether a jointly governed proposal existed; the state of the account; whether established users have been protected; what was said to the Executive about the scoring; and the Council's own role in the licence decision, the Operational Rules and the account. FTCH has produced evidence to support each section of this Statement. It holds a substantial body of further evidence, all of it material, and will readily supply anything more the Committee requires as the review proceeds. Where the two applicants' accounts conflict, a hearing is the fairest way for the Committee to test them.

13.2 FTCH also invites the Committee to visit the Centre, including the pavilions on which the RMWG's proposal relies, so that it can see for itself the building, its condition, and the accommodation the RMWG proposes for existing groups.

13.3 FTCH asks the Committee to obtain, under regulation 8, the records identified in section 12 of this Statement, and will make the response to its freedom of information request available to the Committee, through whatever route the Committee directs, when it is received. FTCH consents to the release of the record of the July 2026 joint mediation session to the Committee, and invites the RMWG to do the same.

13.4 The documents on which FTCH relies are listed in Volume 2. Documents the Council already holds, including the RMWG's review volumes and the Council's own reports, are listed and not reproduced, save for short extracts. Personal data is redacted in the lodged copies, including the identities of individuals who have given statements on the basis that they are not named.

Why this matters: *The Act requires the Committee to compare the two requests on the evidence, and to agree FTCH's request unless there are reasonable grounds to refuse it. Where the applicants' accounts conflict this directly, and where the Council itself holds records that bear on the fairness of the process, a decision on paper alone would rest on untested claims. A hearing, a visit and the records are what a fair determination requires.*

Questions for the Committee

- Will the Committee hold a hearing, so that the conflicts of fact between the two reviews can be tested?
- Will the Committee visit the Centre and see the pavilions on which the RMWG's proposal depends?
- Will the RMWG consent to the release of the joint mediation record, as FTCH has?

14. Questions the Committee is asked to answer

14.1 The Act requires the Committee to agree FTCH's request unless there are reasonable grounds to refuse it, and to compare the benefits of the two requests on reliable evidence. The questions below, drawn from each section of this Statement, go to three things: whether the officers' recommendation can be relied on at all; whether the RMWG's assurances to the Centre's existing users are real; and which request will deliver the greater benefit for the whole community. The Committee cannot safely decide either request until they are answered.

The assessment and the recommendation

1. On what identifiable evidence, rather than a "feeling" by the panel, was one Strong application preferred to the other by six points? (section 6)
2. Why was FTCH marked down for the earned income that keeps the Centre affordable, when the Council itself accepts that commercial activity is required? (section 6)
3. Who assessed, moderated and scored the two requests, and what interest did each declare? (sections 6 and 12)
4. Who wrote and approved the [REDACTED] letter of support relied on twice in the Council's report, and did [REDACTED] have any part in it or in either equality assessment? (sections 6 and 12)

The licence, the Council's officers and the process

1. When, by whom and on what basis was the licence granted to the RMWG in September 2025, a week after the Council said that doing so would look like pre-determining the transfer? (sections 1 and 12)
2. When was the case officer recused, from what, by whom, and why was she kept on as case officer for both applicants? (section 12)
3. In what capacity, and on what documents, has [REDACTED] asserted that FTCH is in breach, while saying it is not the Council's role to review the evidence? (sections 8 and 12)
4. Did the RMWG consult the Council on its Operational Rules, as it said it would in October 2025? If so, how does that square with the Council's statement that it had no input? (sections 8 and 12)
5. Who may issue regulations under clause 4.4.3 of the sub-licence, on what authority did the RMWG issue its Operational Rules, and how is each disputed Rule reasonable and consistent with the signed sub-licence? (section 8)
6. Which officers met the RMWG at the Centre on the weekend the Rules were finalised? Whose notebook was left in the office, and did the Council assess its loss as a possible data protection breach? (section 12)
7. What did [REDACTED] declare before taking part in the Executive's decision on 13 August 2026? (section 12)
8. What funding has the Council given the RMWG and Friends of Scottish Settlers, and through which officers? (section 12)

Collaboration and conduct

1. How does the RMWG's statement that "no jointly governed proposal emerged" stand against the six occasions set out in section 5, including the Executive's own extension, which FTCH accepted and the RMWG declined? (section 5)
2. Will the RMWG give the same consent as FTCH to any record of the July 2026 joint mediation session being made available to the Committee? (sections 5 and 13)
3. When and where is FTCH said to have said or done anything racist, and what evidence has the RMWG ever offered for it? (section 11)
4. Why have FTCH's itemised queries on the account, raised line by line in May 2026, still not been substantively answered by the RMWG? (section 8)

Existing users and the Centre's future

1. Under the RMWG's proposal, what enforceable protection would existing groups have, for how long, at what charge, on what grounds could it change, and who could enforce it? (section 10)
2. Where would groups moved out of the main hall be accommodated, in what condition, and from when? (section 10)
3. Why, in almost a year of holding the licence, has the RMWG never approached the Centre's existing groups about their future? (sections 4, 7 and 10)
4. How does the RMWG's constitution provide for the membership and representation of the Centre's existing users, who are not part of its core audience? (section 4)
5. Why does the RMWG need this particular building, when it operates across the Falkirk area, was offered Dalgrain Community Centre, and reports five-year income of over £200,000 and secured unrestricted funding? (sections 4 and 9)
6. If the RMWG consolidates its activities at Thornhill, as its request says it intends to, what will the community centres it currently uses lose in income and activity? (section 4)

For and on behalf of the Board of Trustees

Falkirk Thornhill Community Hall SCIO (SC047801)

28 September 2026