



Malcolm Bennie
Director, Place Services
Falkirk Council
Falkirk Stadium
4 Stadium Way
Falkirk
FK2 9EE

2nd March 2025

Dear Malcolm

**The Falkirk Braes Grange Centre
Falkirk Council (the "Council")
Community Asset Transfer – The Grange Community Education Centre, Redding Road, Brightons,
FK2 0AA
Application for Review in Terms of Section 86 of the Community Empowerment (Scotland) Act
2015**

This letter serves as notice of application for review to the Council by The Falkirk Braes Grange ("Falkirk Braes Grange"), a Scottish Charitable Incorporated Organisation (Charity Number SC053512) and having its registered address at The Falkirk Braes Grange Centre, Redding Road, Brightons, Falkirk, FK2 0AA, regarding the Decision Notice issued by Paul Ketrick on behalf of the Council to Falkirk Braes Grange dated 4 February 2025 (the "Decision Notice"), in relation to the said Falkirk Braes Grange' Community Asset Transfer Request for the Grange Community Education Centre, Redding Road, Brightons, FK2 0AA (the "Property"). A copy of this Decision Notice is enclosed for ease of reference.

This application for review is made under Section 86(1)(b)(ii) of the Community Empowerment (Scotland) Act 2015 where the authority *agrees to the request but the decision notice relating to the request specifies material terms or conditions which differ to a significant extent from those specified in the request.*

Falkirk Braes Grange considers that the following Principal Heads of Terms set out in the Decision Notice should be reviewed by the Council for the following reasons:

- (a) Paragraph (4) – *"Each party will be responsible for their own legal expenses in connection with the transfer, but the applicant will meet the costs of any necessary outlays incurred for example copy deeds, property searches, plan reports, coal mining reports, property enquiry certificates and others"*
- (a)(i) Falkirk Braes Granges application stated that both parties are to meet their own legal expenses. Falkirk Braes Grange in their application did not offer to meet the outlays of the Council in the matter and therefore, this term is materially different to the request. It would be commonplace by the Seller of any property in Scotland, at their own expense, to provide the title deeds to the property being sold and to provide a full suite of conveyancing searches for the Purchaser's consideration. Therefore, Falkirk Braes Grange request that these terms are reviewed so that the Council shall meet the costs of the outlays listed in Paragraph (4) of the Principal Heads of Terms in the Decision Notice.

- (b) Paragraph (5) – “*Falkirk Council will retain a right of first refusal over the property in certain specified circumstances, as follows: -*

In the event that (1) the property is to be sold or otherwise disposed of by The Falkirk Braes Grange Centre, (2) The Falkirk Braes Grange is wound up or (3) The Falkirk Braes Grange no longer use the property for the use proposed by them or a use which is substantially the same, the Council will be entitled to the option of first right of refusal to reacquire the property. Such right to reacquire the property shall be for the same price for which it was transferred by the Council to The Falkirk Braes Grange Centre, or such other price as is considered reasonable in all of the relevant circumstances by the Director of Place Services. The right of first refusal to reacquire the property shall not, however, operate in the event of a sale, disposal or transfer by/from The Falkirk Braes Grange to another charitable body which has objectives which are substantially the same as those of The Falkirk Braes Grange and which would result in the property continuing to be used for a use which is substantially the same as the use proposed by The Falkirk Braes Grange Centre”

1. (b)(i) The Council's right of first refusal as presently offered shall run in perpetuity. This is onerous and could have a detrimental impact on future long-term plans and funding opportunities for the Property by Falkirk Braes Grange Centre. Therefore, we propose that Falkirk Council shall always retain the right of preemption over the property but that after 5 years from transfer of title this should be at market value based on current use, less the depreciated value of any capital funding granted by Falkirk Council to upgrade the property
- (b)(ii) In respect of the right to reacquire the Property “*for the same price for which it was transferred*”, Falkirk Braes intend to invest in various improvements for the Property at their own cost, in addition to £161,595 being funded through the Council's Enablement Fund for further improvements to the Property. Due to these improvements being paid for by Falkirk Braes, if the Property was to be re-acquired by the Council at the price of £1, this could be of severe financial detriment to Falkirk Braes as it could see them make a substantial loss on the Property following their own investment(s). Such a loss could be terminal to Falkirk Braes future operation as a community group. Therefore, Falkirk Braes Grange would propose, in the first 5 years, the price for the Council to re-acquire the Property being set at market value at the time of re-acquisition, less the sum of the Enablement Fund contribution by the Council of £161,595; which deduction shall diminish at a rate as proposed below on an annual basis every year from the date of transfer of the Property for 5 years:
- Year 1 - £1
Year 1-Year 2 – 10% of market value less the value of any enablement funding awarded by Falkirk Council to upgrade the property
Year 2-Year 3 – 25% of market value less the value of any enablement funding awarded by Falkirk Council to upgrade the property
Year 3-Year 4 – 50% of market value less the value of any enablement funding awarded by Falkirk Council to upgrade the property

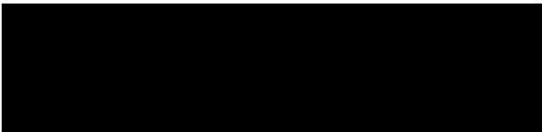
Year 4-Year 5 – 75% of market value less the value of any enablement funding awarded by Falkirk Council to upgrade the property

(b)(iii) The trigger for repurchase as set out in point 3 of Clause 5 should read: "Falkirk Braes Grange no longer use the property for the use proposed by them or a use which complies with their charitable purposes as approved by the Office of Scottish Charities Regulator (OSCR)"

Falkirk Braes wish to make clear their continued commitment to taking ownership of the Property to deliver benefit to the local area. Falkirk Braes wish to work with the Council to find acceptable conditions under which to complete the transfer of the Property and to work in constructive partnership with the Council in the future to ensure the success of the centre and benefit to the community.

Falkirk Braes propose that the Review is conducted by written submission and an in-person hearing.

Yours sincerely

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2nd March 2025

Chairperson – The Falkirk Braes Grange Centre