

Our ref: PMD/CPR1439

Your ref:

Date: 4 April 2024

**Education, Communities &
Organisational Development**
Corporate Director: Ruth Binks

The Inverclyde Shed
14 East Blackhall Street
Greenock
PA15 1HD

Tony McEwan
Head of Culture, Communities & Educational
Resources
Education Services
Wallace Place
Greenock
PA15 1JB
Tel: 01475 715450
communityassets@inverclyde.gov.uk

FAO The Secretary

Dear Secretary,

**The Inverclyde Shed
Asset Transfer Request – Community Empowerment (Scotland) Act 2015 (the Act)
Area of Land at the Walled Garden, Gourock Park, Gourock (the Land)**

Decision Notice

This Decision Notice relates to the asset transfer request made by **the Inverclyde Shed** on **10 October 2024** in relation to **an area of Land at the Walled Garden, Gourock Park, Gourock**.

The Inverclyde Council has decided to agree to the request.

The reasons for this decision are as follows namely the grant of the lease and the use proposed:

- is likely to promote or improve:
 - regeneration;
 - public health;
 - social wellbeing;
 - environmental wellbeing; and
 - a reduction in inequalities of outcome which result from socio-economic disadvantage;
- accords with the Community Food Growing Strategy;
- accords with the outcomes set out in the Inverclyde Alliance Board Partnership Plan;
- is likely to:
 - empower residents;
 - encourage community engagement and participation;



- spark creativity; and
- improve the overall health and wellbeing of the community; and
- is a reasonable request to agree to in all the facts and circumstances.

The attached Heads of Terms document specifies the terms and conditions subject to which we would be prepared to lease of the land to you. If you wish to proceed, you must submit an offer to us at the address above by 5 October 2024. The offer must reflect the terms and conditions attached, and may include such other reasonable terms and conditions as are necessary or expedient to secure the lease within a reasonable time.

Right to review

If you consider that the terms and conditions attached differ to a significant extent from those specified in your request, you may apply to the Council to review this decision.

Any application for review must be made in writing to

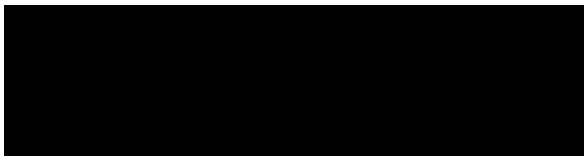
**The Interim Head of Legal and Democratic Services
Inverclyde Council
Municipal Buildings
Clyde Square
GREENOCK
PA15 1LY**

by 3 May 2024, which is 20 working days from the date of this notice.

Guidance on making an application for review is available at
www.inverclyde.gov.uk/assettransfer.

If you have any questions about the asset transfer process please contact the Asset Transfer Team on 01475 715 450 or CommunityAssets@inverclyde.gov.uk .

Yours faithfully



Tony McEwan
Head of Culture, Communities & Educational

**HEADS OF TERMS
FOR
WALLED GARDEN, GOUROCK PARK**

Neither this letter nor any subsequent communication by us or on our behalf, relative to the above property shall be binding upon us (whether acted on or otherwise) unless the same is incorporated within a written document signed by us or on our behalf satisfying the requirements of Section 3 of the Requirements of Writing (Scotland) Act 1995 or is granted in pursuance of any such document.

LANDLORD	Inverclyde Council
LANDLORD'S SOLICITOR	Inverclyde Council's legal service
TENANT	The Inverclyde Shed
TENANT'S SOLICITOR	Tenant indicates not appointing solicitor.
DEMISE	As per plan previously provided.
RIGHTS	Ground lease with access rights
TERM	5years
RENT	£1pa
VAT	n/a
RENT FREE PERIOD	None
RENT REVIEWS	None
OUTGOINGS	Tenant to meet any outgoings in relation to their occupation of the site.
REPAIRS	n/a – T/N to keep the leased area in a neat and tidy condition at all times and to remove any debris/rubbish from the area on a regular basis. This includes any rotting fruit/veg in order to keep vermin at a minimum.
REDECORATION	n/a
INSURANCE AND SERVICE CHARGE	Tenant to arrange its own PLI and contents insurance and any other insurance required for the proposed use of the site.
ALIENATION	No assignation or sub-letting of whole or part.

USER	The establishment of a community growing space consisting of raised sleeper beds for growing vegetables and a containerised fruit tree orchard. All as more particularly described in the Asset Transfer Request Document.
ALTERAIONS AND SIGNAGE	No alterations following the establishment of the growing beds and planters; which have to be agreed in advance with the relevant council officer. No signage permitted.
RIGHT TO BREAK	None
REDEVELOPMENT	n/a
OPENING HOURS	Tenant use only permitted within the park opening hours applying from time to time and as determined by the Landlord.
CONDITIONS	There is a reserved right to the Council as Landlord, and any others authorised by the council, to access any power and/or water within the subjects of any lease.
LEGAL COSTS	Each side to bear its own legal costs
TIMING	Lease to be completed asap.
PERTINENT ISSUES	Any other issues of relevance will be highlighted in the official lease documentation to be mutually agreed by the parties.