

**The Ridge SCIO**

████████████████████

**40A High Street,**

**DUNBAR**

**EH42 1JH**

Dear Madam,

**ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015**

**DECISION NOTICE- AGREED**

**To:** The Ridge SCIO, Charity Number SC047116 ("The Ridge")

**Date of Notice:** 3 February 2020

This Decision Notice relates to the Asset Transfer Request made by The Ridge on 6 August 2019 in relation to Black Bull Close buildings and adjacent land to the rear of 72-80 High Street, Dunbar, East Lothian ("Site"). The Request was for the development of ("Proposal").

**Outcome: East Lothian Council ("the Council") has decided to grant the Request.**

The reasons for this decision are as follows:-

1. The Council believes that the proposal meets the aims of the Community Empowerment (Scotland) Act 2015 and that the transfer of the asset shall provide many opportunities for the local community.
2. The purchase price offered by The Ridge is noted to be below the site valuation obtained from the District Valuer. The Council have accepted this figure taking into account the dilapidation of the building and the extensive nature of the refurbishment work required on site, and taking account of the fact that the Ridge will be undertaking these works as part of their project.
3. The acquisition of the site will allow the Ridge to provide support and training to disadvantaged adults and young people with a view to improving their life chances and employment opportunities, and also to provide support to persons struggling to access healthy food.

4. The acquisition of the site will also allow the Ridge to progress with the restoration and regeneration of the site which will, in turn, provide opportunities for training and development of traditional skills and employment opportunities.

The attached appendix specifies the terms and conditions subject to which the Council would be prepared to transfer ownership of the asset to you. If you wish to proceed, you must submit an offer to the Council at the above address, marked for the attention of the Service Manager, Legal & Procurement, by no later than 3 August 2020. 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 transfer 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:


**Head of Communities & Partnerships  
East Lothian Council  
John Muir House  
Haddington EH41 3HA**

by **2 March 2020** which is 20 working days from the date of this notice. Guidance on making an application for review is available at:

<https://beta.gov.scot/policies/community-empowerment/asset-transfer>

**Date of decision notice – 3 February 2020**

Signed

  
**Sharon Saunders**  
Head of Communities & Partnerships on behalf of East Lothian Council  
East Lothian Council  
John Muir House  
Haddington  
EH41 3HA

## APPENDIX ONE

### ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015

#### DECISION NOTICE- AGREED

##### The Ridge SCIO

##### Black Bull Close buildings and adjacent land to rear of 72-80 High Street, Dunbar

#### TEEMS & CONDITIONS RELATING TO TRANSFER OF SITE

1. The purchase price shall be TWENTY FIVE THOUSAND POUNDS (£25,000) STERLING payable by the Ridge to the Council on the date of entry.
2. The Date of Entry shall be a date mutually agreed between the Council and The Ridge.
3. The Ridge shall apply for and obtain any Planning Consents, including Listed Building Consent, which may be required in respect of their proposed development of the Site, which consents shall be obtained and exhibited to the Council prior to the Date of Entry.
4. The Ridge shall restore and redevelop the Site, which shall be used as a Community facility as approved by the Council and as described in the Disposition to be granted by the Council.
5. The Ridge shall pay the Council's reasonable fees and outlays in connection with the transfer.
6. In the event of the purchase price and other sums due not being paid on the date of entry, interest shall be due and payable by the Ridge to the Council at the rate of five per centum per annum above the base rate from time to time of the Royal Bank of Scotland Plc from the date of entry until the date of settlement, declaring, for the avoidance of doubt, that interest shall not be due and payable for so long as delay in settlement is due to the fault of the Council.
7. On the date of entry in exchange for the purchase price and all other sums due by the Ridge the Council will deliver a validly executed Disposition of the subjects in favour of the Ridge.
8. The Council shall supply a Legal Report on the title to the site and execute an advance notice not less than five days prior to the Date of Entry.
9. In the event that the Ridge seek to sell the Site within a period, to be agreed between the Council and the Ridge, following their acquisition, the Ridge shall offer to sell the Site to the Council in the first instance. The Council shall have a period of 20 working days in which to accept the offer, failing which the Council shall be deemed to have declined the offer. The Ridge shall not be entitled to sell the Site to any other party unless and until the Site has been offered to, and declined by, the Council.
10. In the event that the Ridge seek to sell the Site within a period, to be agreed between the Council and the Ridge, following their acquisition, the Ridge shall undertake to use their best endeavours to sell the Site to a body with similar community aims and objectives to them,

and to bind the purchaser in equivalent terms to those observed by the Ridge regarding the use of the Site.

11. In the event that it does not prove possible to sell the Site to a body as described in Clause 9 above, and the sale proceeds to a party for a non-community purpose, then the Ridge shall pay to the Council at the date of settlement, a sum equivalent to a percentage (to be agreed between the Council and the Ridge) of the profit received by the Ridge on the sale of the Site.

5 February 2020

Signed



East Lothian Council  
John Muir House  
Haddington  
EH41 3HA