

Appendices:

1. Copy of mem and arts for Company Ltd by Guarantee.
2. Rights to be included with lease moving to ownership request.
3. Skills of the CCH Founding Board members – business skills, financial and committee skills etc.
4. Phased repairs 1-3
5. Photos of volunteer efforts – welcoming areas, cleaned out spaces, food bank, planters.
6. DM Hall Valuation report

Letters of support.

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number **671174**

The Registrar of Companies for Scotland, hereby certifies that

CROY COMMUNITY HUB LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in Scotland

Given at Companies House, Edinburgh, on **18th August 2020**



* NSC671174H *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company



Received for filing in Electronic Format on the: **17/08/2020**

X9BLOUY2

Company Name in full:

CROY COMMUNITY HUB LTD

Company Type:

Private company limited by guarantee

Situation of Registered Office:

Scotland

Proposed Registered Office Address:

**CROY CLINIC 4 MCSPARRAN ROAD
KILSYTH
GLASGOW
SCOTLAND G65 9HN**

Sic Codes:

94990

Proposed Officers

Company Director **1**

Type: **Person**

Full Forename(s): [REDACTED]

Surname: [REDACTED]

Former Names:

Service Address: **recorded as Company's registered office**

Country/State Usually **SCOTLAND**

Resident:

Date of Birth: [REDACTED]

Nationality: **SCOTTISH**

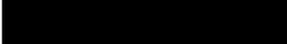
Occupation: **GENERAL
MANAGER**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type: **Person**

Full Forename(s): 

Surname: 

Former Names:

Service Address: **recorded as Company's registered office**

*Country/State Usually
Resident:* **SCOTLAND**

Date of Birth: 

Nationality: **SCOTTISH**

Occupation: **SELF
EMPLOYED**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name:

[REDACTED]

Address

**CROY CLINIC 4 MCSPARRAN ROAD
KILSYTH
GLASGOW
SCOTLAND
G65 9HN**

Amount Guaranteed

1

Name:

[REDACTED]

Address

**CROY CLINIC 4 MCSPARRAN ROAD
KILSYTH
GLASGOW
SCOTLAND
G65 9HN**

Amount Guaranteed

1

Name:

[REDACTED]

Address

**CROY CLINIC 4 MCSPARRAN ROAD
KILSYTH
GLASGOW
SCOTLAND
G65 9HN**

Amount Guaranteed

1

Name:

[REDACTED]

Address

**CROY CLINIC 4 MCSPARRAN ROAD
KILSYTH
GLASGOW
SCOTLAND
G65 9HN**

Amount Guaranteed

1

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

<i>Name:</i>	████████████████████
<i>Authenticated</i>	YES
<i>Name:</i>	████████████████████
<i>Authenticated</i>	YES
<i>Name:</i>	████████████████████
<i>Authenticated</i>	YES
<i>Name:</i>	████████████████████
<i>Authenticated</i>	YES

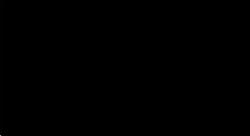
Authorisation

<i>Authoriser Designation:</i>	subscriber	<i>Authenticated</i>	YES
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COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of CROY COMMUNITY HUB LTD

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
	Authenticated Electronically
	Authenticated Electronically
	Authenticated Electronically
	Authenticated Electronically

Dated: 17/08/2020

ARTICLES OF ASSOCIATION

THE COMPANIES ACT 2006

**COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE
CAPITAL**

**ARTICLES of ASSOCIATION of
Croy Community Hub**

Based on the model prepared by Burness Paull LLP (Solicitors) for
Development Trusts Association Scotland

THE COMPANIES ACT 2006

**COMPANY LIMITED BY
GUARANTEE AND NOT HAVING A
SHARE CAPITAL**

**ARTICLES of ASSOCIATION of
Croy Community Hub**

CONTENTS		
GENERAL	constitution of the company, defined terms, objects, powers, restrictions on use of assets, limit on liability, general structure	articles 1-13
MEMBERS	categories, qualifications, application, minimum number, subscription, arrangements involving the company's website , register, withdrawal, expulsion, termination/transfer	articles 14-37
GENERAL MEETINGS (meetings of members)	general, notice, special/ordinary resolutions, procedure	articles 38-69
DIRECTORS	categories, maximum/minimum number, eligibility, election/retiral/re-election (Member Directors), appointment/re-appointment (Co-opted Directors), termination of office, register, office bearers, powers, personal interests	articles 70-99
DIRECTORS' MEETINGS	procedure, conduct of directors	articles 100-116
ADMINISTRATION	committees, operation of bank accounts, secretary, minutes, accounting records and annual accounts, notices	articles 117-134
MISCELLANEOUS	winding-up, indemnity	articles 135-139

Constitution of company

- 1 The model articles of association as prescribed in Schedule 2 to The Companies (Model Articles) Regulations 2008 are excluded in respect of this company.

Defined terms

- 2 In these articles of association, unless the context requires otherwise:-

- (a) **"Act"** means the Companies Act 2006;
- (b) **"charity"** means a body which is either a Scottish charity, or a **"charity" within the meaning of section 1 of the Charities Act 2011**, providing (in either case) that its objects are limited to charitable purposes;
- (c) **"charitable purpose"** means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts;
- (d) **"community body"** means a community body within the meaning of section 34 of the Land Reform (Scotland) Act 2003 (as amended by section 37 of the Community Empowerment (Scotland) Act 2015) which is also regarded as a community body for the purposes of section 49(2)(h) of the Land Reform (Scotland) Act 2016;

"conflict of interest" includes a conflict of interest and duty, and a conflict of duty;

- (e) **"Conflict Situation"** means any situation or matter (other than one which cannot reasonably be regarded as likely to give rise to a conflict of interest) in which any director has or could have a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the company including (without limitation) any such situation or matter which relates to the exploitation of any property, information or opportunity (irrespective of whether the company could take advantage of the property, information or opportunity);
- (f) **"electronic form"** and **"electronic means"** have the meanings given in section 1168 of the Act;
- (g) **"OSCR"** means the Office of the Scottish Charity Regulator;
- (h) **"Part 3A community body"** means a Part 3A community body with the meaning of section 97D of the Land Reform (Scotland) Act 2003 (as inserted by section 74 of the Community Empowerment (Scotland) Act 2015);

- (i) **"Part 5 community body"** means a **Part 5 community body** within the meaning of section 49 of the Land Reform (Scotland) Act 2016;
 - (j) **"property"** means any property, heritable or moveable, real or personal, wherever situated;
 - (k) **"Scottish charity"** means a **"Scottish charity"** within the meaning of section 13 of the Charities and Trustee Investment (Scotland) Act 2005;
 - (l) **"subsidiary"** has the meaning given in section 1159 of the Act;
 - (m) **"sustainable development"** means development which meets the needs of the present without compromising the ability of future generations to meet their own needs.
- 3 Any reference to a provision of any legislation (including any statutory instrument) shall include any statutory modification or re-enactment of that provision in force from time to time.

Objects

4 The company has been formed to benefit the community of Croy and Kilsyth in North Lanarkshire (see attached area map at end of this document) (**"the Community"**) with the following objects:

(1) The advancement of community development (including the advancement of urban regeneration) within the community.

1) the prevention or relief of poverty

2) the advancement of health

3) the advancement of the arts, heritage, culture or science

4) the provision of recreational facilities, or the organisation of recreational activities

But only to the extent that the above purposes are consistent with furthering the achievement of sustainable development.

5 The company's objects are restricted to those set out in article 4 (but subject to article 6).

6 The company may (subject to articles 50 and 51) add to, remove or alter the statement of the company's objects in article 4; on any occasion when it does so, it must give notice to the registrar of companies and the amendment will not be effective until that notice is registered on the register of companies.

Powers

7 In pursuance of the objects listed in article 4 (but not otherwise), the company shall have the following powers:-

- (a) To manage community land and associated assets for the benefit of the Community and the public in general as an important part of the protection and sustainable development of Scotland's natural environment.
- (b) To establish, maintain, develop and/or operate a centre or centres providing facilities for community learning, healthy living initiatives, educational and cultural activities, training activities, leisure pursuits and accommodation for community groups, and for public sector agencies which provide services of benefit to the community, and which may include refreshment facilities.
- (c) To advise in relation to, prepare, organise, conduct and/or support training courses, educational and training events and activities of all kinds.
- (d) To design, prepare, publish and/or distribute information packs, leaflets, books, newsletters, magazines, posters and other publications, audio visual recordings, multimedia products and display materials, and to create and maintain a website or websites.
- (e) To promote, operate, co-ordinate, monitor, and/or support other projects and programmes (which may include workspace projects) which further the objects of the company.
- (f) To provide information, advisory, support and/or consultancy services which further the objects of the company.
- (g) To liaise with local authorities, central government authorities and agencies, charities/community benefit bodies and others, all with a view to furthering the objects of the company.
- (h) To register any interest in land and to exercise any right to buy under Part 2 of the Land Reform (Scotland) Act 2003 and/or any right to buy under Part 3A of the Land Reform (Scotland) Act 2003 and/or any right to buy under Part 5 of the Land Reform (Scotland) Act 2016.
- (i) To make any participation request under Part 3 of the Community Empowerment (Scotland) Act 2015 and/or any asset transfer request under Part 5 of the Community Empowerment (Scotland) Act 2015, and to take any appropriate steps following upon the making of any such request.
- (j) To carry on any other activities which further any of the above objects.
- (k) To promote companies whose activities may further one or more of the above objects, or may generate income to support the activities of the company, acquire and hold shares in such companies and carry out, in relation to any

such company which is a subsidiary of the company, all such functions as may be associated with a holding company.

- (l) To acquire and take over the whole or any part of the undertaking and liabilities of any body holding property or rights which are suitable for the company's activities.
- (m) To purchase, take on lease, hire, or otherwise acquire, any property or rights which are suitable for the company's activities.
- (n) To improve, manage, develop, or otherwise deal with, all or any part of the property and rights of the company.
- (o) To sell, let, hire out, license, or otherwise dispose of, all or any part of the property and rights of the company.
- (p) To lend money and give credit (with or without security) and to grant guarantees and issue indemnities.
- (q) To borrow money, and to give security in support of any such borrowings by the company, in support of any obligations undertaken by the company or in support of any guarantee issued by the company.
- (r) To employ such staff as are considered appropriate for the proper conduct of the company's activities, and to make reasonable provision for the payment of pension and/or other benefits for members of staff, ex-members of staff and their dependants.
- (s) To engage such consultants and advisers as are considered appropriate from time to time.
- (t) To effect insurance of all kinds (which may include officers' liability insurance).
- (u) To invest any funds which are not immediately required for the company's activities in such investments as may be considered appropriate (and to dispose of, and vary, such investments).
- (v) To establish and/or support any other charity, and to make donations for any charitable purpose falling within the company's objects.
- (w) To take such steps as may be deemed appropriate for the purpose of raising funds for the company's activities.
- (x) To accept grants, donations and legacies of all kinds (and to accept any reasonable conditions attaching to them).
- (y) To oppose, or object to, any application or proceedings which may prejudice the company's interests.
- (z) To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the company, and to enter into any arrangement for co-operation or mutual assistance with any charity.

- (aa) To do anything which may be incidental or conducive to the furtherance of any of the company's objects.

Restrictions on use of the company's assets

- 8 The income and property of the company shall be applied solely towards promoting the company's objects (as set out in article 4) and in particular (but without limiting the generality of that provision) any surplus funds or assets of the company must be applied for the benefit of the Community.
- 9 No part of the income or property of the company shall be paid or transferred (directly or indirectly) to the members of the company, whether by way of dividend, bonus or otherwise.
- 10 No director of the company shall be appointed as a paid employee of the company; no director shall hold any office under the company for which a salary or fee is payable.
- 11 No benefit (whether in money or in kind) shall be given by the company to any director except
- (a) repayment of out-of-pocket expenses; or
 - (b) reasonable payment in return for particular services (outwith the ordinary duties of a director) actually rendered to the company.

Liability of members

- 12 Each member undertakes that if the company is wound up while he/she/it is a member (or within one year after he/she/it ceases to be a member), he/she/it will contribute - up to a maximum of £1 - to the assets of the company, to be applied towards:
- (a) payment of the company's debts and liabilities contracted before he/she/it ceases to be a member;
 - (b) payment of the costs, charges and expenses of winding up; and
 - (c) adjustment of the rights of the contributories among themselves.

General structure

- 13 The structure of the company consists of:-
- (a) The MEMBERS - comprising (i) Ordinary Members (who have the right to attend the annual general meeting (and any other general meeting) and have important powers under the articles of association and the Companies Act; in particular, the Ordinary Members elect people to serve as directors and

take decisions in relation to changes to the articles themselves) and (ii) the Associate Members and

- (b) the DIRECTORS - who hold regular meetings during the period between annual general meetings, and generally control and supervise the activities of the company; in particular, the directors are responsible for monitoring the financial position of the company.

Categories of Members

- 14 For the purposes of these articles:-
 - (a) "Ordinary Member" means a member who fulfils the qualifications set out in article 17; "Ordinary Membership" shall be interpreted accordingly;
 - (b) "Associate Member" means a member admitted under article 18 (as read with article 19); "Associate Membership" shall be interpreted accordingly;
- 15 Associate Members are not eligible to stand for election to the Board nor are they eligible to vote at any general meeting.

Qualifications for membership

- 16 The members of the company shall consist of the subscribers to the memorandum of association and such other individuals and organisations as are admitted to membership under articles 17 to 27.
- 17 Ordinary Membership shall (subject to articles 21, 22, 26 and **Error! Reference source not found.**) be open to any person aged 16 years or over who:
 - (a) is ordinarily resident in the Community (as defined in article 4);
 - (b) is entitled to vote at a local government election in a polling district that includes the Community or part of it; and
 - (c) supports the objects and activities of the company.
- 18 Associate Membership shall (subject to articles 21, 22, 23, 24 and **Error! Reference source not found.**) be open to individuals who are not ordinarily resident in the Community and (subject to article 19) to organisations (wherever they have their principal office or place of business or main area of operation) that support the objects and activities of the company.
- 19 In the case of an organisation which is not a corporate body, the organisation itself cannot be a member of the company; instead, membership shall be open to an individual nominated by that organisation (where the organisation would qualify for membership under article 18), but on the basis that no more than one individual

nominated by each organisation under this article 19 can be a member of the company at any given time.

- 20 An individual, once admitted to Ordinary Membership, shall automatically cease to be a member if he/she ceases to fulfil any of the qualifications for Ordinary Membership set out in article 17.
- 21 Employees of the company shall not be eligible for membership; a person who becomes an employee of the company after admission to membership shall automatically cease to be a member.

Application for membership

- 22 Any individual who wishes to become a member must (subject to article 30) sign, and lodge with the company, a written application for membership, specifying the category of membership for which he/she is applying.
- 23 Any organisation which is a corporate body and wishes to become an Associate Member must (subject to article 30) lodge with the company a written application for membership, signed on its behalf by an appropriate officer of that organisation.
- 24 Any individual nominated under article 19 by an organisation which is an unincorporated body who wishes to become an Associate Member must (subject to article 30) lodge with the company a written application for membership, signed by him/her and also signed by an appropriate officer of the organisation which is nominating him/her for membership.
- 25 The company shall supply a form for applying for membership to any individual or organisation on request.
- 26 An individual applying for Ordinary Membership shall, if the company so requests, supply such evidence as the company may reasonably request to demonstrate that he/she fulfils the qualifications set out in article 17.
- 27 The directors shall consider each application for membership at the **first directors' meeting which is held after receipt of the application**; the directors shall, within a reasonable time after the meeting, notify the applicant of their decision on the application.

Minimum number of members

- 28 The minimum number of members is 20; and at least three quarters of the members must, at all times, be Ordinary Members.
- 29 In the event that either or both of the requirements under article 28 cease to be met through a reduction in the number of members or a reduction in the proportion of Ordinary Members included within the membership, the directors may not conduct any business other than to ensure the admission of sufficient members (or, as the case may be, Ordinary Members) to ensure that those requirements are met once more.

Membership subscription

There is no current membership fee. The Directors may introduce a membership fee, agreed by the members at the AGM or any other general meeting.

Arrangements involving the company's website

30 The directors may, if they consider appropriate, introduce arrangements under which an individual or organisation can apply for membership and/or membership subscriptions may be paid and/or an individual may confirm that he/she/it wishes to remain a member, by accessing the company's website (and, where applicable, links from the company's website), and completing and submitting forms electronically; the directors shall ensure that any such arrangements incorporate appropriate security measures and reserve the right for the company to request signed hard copy documentation and/or evidence of eligibility in any case where the directors consider that to be appropriate.

Register of members

- 31 The directors shall maintain a register of members, setting out the full name and address of each member, the date on which he/she/it was admitted to membership, the category of membership into which he/she/it falls, and the date on which any individual or organisation ceased to be a member.
- 32 Where an individual was admitted to Associate Membership on the basis of nomination by an organisation which is not a corporate body, the entries against his/her name in the register of members shall include details of the organisation which nominated him/her for membership.

Withdrawal from membership

- 33 Any individual or organisation who/which wishes to withdraw from membership shall lodge with the company a written notice to that effect, signed by him/her or (in the case of a corporate body) signed on its behalf by an appropriate officer of that body; on receipt of the notice by the company, he/she/it shall cease to be a member.
- 34 An organisation which has nominated an individual for membership under article 19 may withdraw its nomination at any time, by way of notice to the company to that effect, signed by an appropriate officer of that organisation; on receipt of the notice by the company, he/she will automatically cease to be a member.

Expulsion from membership

- 35 Any individual or organisation may be expelled from membership by special resolution (see article 48), providing the following procedures have been observed:-
- (a) at least 21 days' notice of the intention to propose the resolution must be given to the member concerned, specifying the grounds for the proposed expulsion
 - (b) the member concerned (or, in the case of a corporate body, an individual authorised by it) shall be entitled to be heard on the resolution at the general meeting at which the resolution is proposed.

Termination/transfer

- 36 Membership shall cease:
- (a) in the case of an individual, on death
 - (b) in the case of an organisation, on the liquidation, winding-up, dissolution or striking-off of that organisation
 - (c) In the case of an individual admitted to membership on the basis of nomination by an organisation which is not a corporate body, if that organisation is wound-up or dissolved.
- 37 A member may not transfer his/her/its membership to any other individual or organisation.

General meetings (meetings of members)

- 38 The directors shall convene an annual general meeting in each year (but excluding the year in which the company is formed); the first annual general meeting shall be held not later than 18 months after the date of incorporation of the company.
- 39 Not more than 15 months shall elapse between one annual general meeting and the next.
- 40 The business of each annual general meeting shall include:-
- (a) a report by the chair on the activities of the company
 - (b) consideration of the annual accounts of the company
 - (c) the election/re-election of directors, as referred to in articles 76 to 81.
- 41 Subject to articles 38 and 42, the directors may convene a general meeting at any time.
- 42 The directors must convene a general meeting if there is a valid requisition by members (under section 303 of the Act) or a requisition by a resigning auditor (under section 518 of the Act).

Notice of general meetings

- 43 At least 14 clear days' notice must be given of any general meeting.
- 44 The reference to "clear days" in article 43 shall be taken to mean that, in calculating the period of notice, the day after the notice is posted, (or, in the case of a notice sent by electronic means, the day after it was sent) and also the day of the meeting, should be excluded.
- 45 A notice calling a meeting shall specify the time and place of the meeting; it shall
- (a) indicate the general nature of the business to be dealt with at the meeting; and
 - (b) if a special resolution (see article 48) (or a resolution requiring special notice under the Act) is to be proposed, shall also state that fact, giving the exact terms of the resolution.
- 46 A notice convening an annual general meeting shall specify that the meeting is to be an annual general meeting.
- 47 Notice of every general meeting shall be given
- (a) in hard copy form
 - (b) in writing or (where the individual to whom notice is given has notified the company of an address to be used for the purpose of electronic communication) in electronic form; or
 - (c) (subject to the company notifying members of the presence of the notice on the website, and complying with the other requirements of section 309 of the Act) by means of a website.

Special resolutions and ordinary resolutions

- 48 For the purposes of these articles, a "special resolution" means a resolution passed by 75% or more of the votes cast on the resolution at a general meeting, providing proper notice of the meeting and of the intention to propose the resolution has been given in accordance with articles 43 to 47; for the avoidance of doubt, the reference to a 75% majority relates only to the number of votes cast in favour of the resolution as compared with the total number of votes cast in relation to the resolution, and accordingly no account shall be taken of abstentions or members absent from the meeting.
- 49 In addition to the matters expressly referred to elsewhere in these articles, the provisions of the Act allow the company, by special resolution,
- (a) to alter its name
 - (b) to alter any provision of these articles or adopt new articles of association.

- 50 If the company is a community body or Part 3A community body (in each case, as defined in article 2) amendments to the articles of association of the company may require the prior written consent of Scottish Ministers.
- 51 If the company is a Scottish charity, amendments to the objects of the company (as set out in article 4) will require the prior approval of OSCR.
- 52 For the purposes of these articles, an "ordinary resolution" means a resolution passed by majority vote (taking account only of those votes cast in favour as compared with those votes against), at a general meeting, providing proper notice of the meeting has been given in accordance with articles 43 to 47.

Procedure at general meetings

- 53 No business shall be dealt with at any general meeting unless a quorum is present; the quorum for a general meeting shall (subject to article 54) be 9 individuals entitled to vote (each being an Ordinary Member or a proxy for an Ordinary Member).
- 54 A quorum shall not be deemed to be present at any general meeting unless the Ordinary Members present or represented by proxy at the meeting form a majority of the members present or represented by proxy at the meeting.
- 55 For the avoidance of doubt, Associate Members shall not be counted in determining whether a quorum is present at any general meeting.
- 56 If a quorum is not present within 15 minutes after the time at which a general meeting was due to commence - or if, during a meeting, a quorum ceases to be present - the meeting shall stand adjourned to such time and place as may be fixed by the chairperson of the meeting.
- 57 The chair of the company shall (if present and willing to act as chairperson) preside as chairperson of each general meeting; if the chair is not present and willing to act as chairperson within 15 minutes after the time at which the meeting was due to commence, the directors present at the meeting shall elect from among themselves the person who will act as chairperson of that meeting.
- 58 The chairperson of a general meeting may, with the consent of the meeting, adjourn the meeting to such date, time and place as the chairperson may determine.
- 59 Every Ordinary Member shall have one vote, which (whether on a show of hands or on a secret ballot) may be given either personally or by proxy.
- 60 For the avoidance of doubt, Associate Members shall have no power to vote at general meetings.
- 61 Any Ordinary Member who wishes to appoint a proxy to vote on his/her behalf at any meeting (or adjourned meeting):

- (a) shall lodge with the company, at the company's registered office, a written instrument of proxy (in such form as the directors require), signed by him/her; or
- (b) shall send by electronic means to the company, at such electronic address as may have been notified to the members by the company for that purpose, an instrument of proxy (in such form as the directors require);

providing (in either case), the instrument of proxy is received by the company at the relevant address not less than 48 hours before the time for holding the meeting (or, as the case may be, adjourned meeting).

- 62 An instrument of proxy which does not conform with the provisions of article 54, or which is not lodged or sent in accordance with such provisions, shall be invalid.
- 63 A member shall not be entitled to appoint more than one proxy to attend on the same occasion.
- 64 A proxy appointed to attend and vote at any meeting instead of a member shall have the same right as the member who appointed him/her to speak at the meeting and need not be a member of the company.
- 65 A vote given, or ballot demanded, by proxy shall be valid notwithstanding that the authority of the person voting or demanding a ballot had terminated prior to the giving of such vote or demanding of such ballot, unless notice of such termination was received by the company at the company's registered office (or, where sent by electronic means, was received by the company at the address notified by the company to the members for the purpose of electronic communications) before the commencement of the meeting or adjourned meeting at which the vote was given or the ballot demanded.
- 66 An Associate Member which is a corporate body shall be entitled to appoint an individual to attend and speak at any general meeting as its authorised representative.
- 67 If there are an equal number of votes for and against any resolution proposed at a general meeting, the chairperson of the meeting shall not be entitled to a casting vote.
- 68 A resolution put to the vote at a general meeting shall be decided on a show of hands unless a secret ballot is demanded by the chairperson (or by at least two persons present in person at the meeting and entitled to vote, whether as Ordinary Members or as proxies for Ordinary Members); a secret ballot may be demanded either before the show of hands takes place, or immediately after the result of the show of hands is declared.
- 69 If a secret ballot is demanded, it shall be taken at the meeting and shall be conducted in such manner as the chairperson may direct; the result of the ballot shall be declared at the meeting at which the ballot was demanded.

Categories of director

70 For the purposes of these articles

“Member Director” means a director (drawn from the membership of the company) appointed under articles 76 to 81;

“Co-opted Director” means a (non-member) director appointed or re-appointed by the directors under articles 82 and 83.

Maximum/minimum number of directors

71 The maximum number of directors shall be 11 out of that number, no more than 8 shall be Member Directors and no more than 3 shall be Co-opted Directors.

72 At any given time, directors who are also Ordinary Members must form a majority of the total number of directors in office.

73 The minimum number of directors shall be 4, of whom a majority must be Member Directors.

Eligibility

74 A person shall not be eligible for election/appointment as a Member Director unless he/she is a member of the company; a person appointed as a Co-opted Director need not, however, be a member of the company.

75 A person shall not be eligible for election/appointment as a director if he/she is an employee of the company.

Election, retiral, re-election: Member Directors

76 At each annual general meeting, the Ordinary Members may (subject to articles 71 to 75) elect any member (providing he/she is willing to act) to be a director (a “Member Director”).

77 The directors may (subject to articles 71 to 75) at any time appoint any member (providing he/she is willing to act) to be a director (a “Member Director”).

78 At the first annual general meeting, one third to the nearest round number of the Member Directors shall retire from office; the question of which of them is to retire shall be determined by some random method.

79 At each annual general meeting (other than the first)

- (a) any Member Director appointed under article 77 during the period since the preceding annual general meeting shall retire from office;
 - (b) out of the remaining Member Directors, one third to the nearest round number shall retire from office.
- 80 The directors to retire under paragraph (b) of article 79 shall be those who have been longest in office since they were last elected or re-elected; as between persons who were last elected/re-elected on the same date, the question of which of them is to retire shall be determined by some random method.
- 81 A director who retires from office under article 79 or 80 shall be eligible for re-election.

Appointment/re-appointment: Co-opted Directors

- 82 In addition to their powers under article 77, the directors may (subject to articles 71 to 75) at any time appoint any non-member of the company (providing he/she is willing to act) to be a director (a "Co-opted Director") either on the basis that he/she has been nominated by "a body with which the company has close contact in the course of its activities" or on the basis that he/she has specialist experience and/or skills which could be of assistance to the directors.
- 83 At each annual general meeting, all of the Co-opted Directors shall retire from office – but shall then (subject to articles 71 to 75) be eligible for re-appointment under article 82.

Termination of office

- 84 A director shall automatically vacate office if:-
- (a) he/she ceases to be a director through the operation of any provision of the Act or becomes prohibited by law from being a director;
 - (b) he/she becomes debarred under any statutory provision from being a charity trustee (within the meaning of section 106 of the Charities and Trustee Investment (Scotland) Act 2005);
 - (c) he/she becomes incapable for medical reasons of fulfilling the duties of his/her office and such incapacity is expected to continue for a period of more than six months;
 - (d) (in the case of a Member Director) he/she ceases to be a member of the company;
 - (e) he/she becomes an employee of the company;
 - (f) he/she resigns office by notice to the company;
 - (g) he/she is absent (without permission of the directors) from more than three consecutive meetings of the directors, and the directors resolve to remove him/her from office;

- (h) he/she is removed from office by resolution of the directors on the grounds that he/she is considered to have committed a serious breach of the code of conduct for directors (as referred to in article 115); or
 - (i) he/she is removed from office by ordinary resolution (special notice having been given) in pursuance of section 168 of the Act.
- 85 A resolution under paragraph (h) or (i) of article 84 shall be valid only if: -
- (a) the director who is the subject of the resolution is given reasonable prior written notice of the grounds upon which the resolution for his/her removal is to be proposed;
 - (b) the director concerned is given the opportunity to address the meeting at which the resolution is proposed, prior to the resolution being put to the vote; and
 - (c) (in the case of a resolution under paragraph (h) of article 84) at least two thirds (to the nearest round number) of the directors then in office vote in favour of the resolution.

Register of directors

- 86 The directors shall maintain a register of directors, setting out full details of each director, including the date on which he/she became a director, and also specifying the date on which any person ceased to hold office as a director.

Officebearers

- 87 The directors shall elect from among themselves a chair and a treasurer, and such other office bearers (if any) as they consider appropriate.
- 88 All of the office bearers shall cease to hold office at the conclusion of each annual general meeting, but shall then be eligible for re-election.
- 89 A person elected to any office shall cease to hold that office if he/she ceases to be a director, or if he/she resigns from that office by written notice to that effect.

Powers of directors

- 90 Subject to the provisions of the Act and these articles, and subject to any directions given by special resolution, the company and its assets and undertaking shall be managed by the directors, who may exercise all the powers of the company.
- 91 A meeting of the directors at which a quorum is present may exercise all powers exercisable by the directors

Personal interests

- 92 A director who has a personal interest in any transaction or other arrangement which the company is proposing to enter into, must declare that interest at a meeting of the directors; he/she will be debarred (under article 109) from voting on the question of whether or not the company should enter into that arrangement.
- 93 For the purposes of the preceding article, a director shall be deemed to have a personal interest in an arrangement if any partner or other close relative of his/hers *or* any firm of which he/she is a partner *or* any limited company of which he/she is a substantial shareholder *or* director *or* any limited liability partnership of which he/she is a member (or any other party who/which is deemed to be connected with him/her for the purposes of the Act), has a personal interest in that arrangement.
- 94 Provided
- (a) he/she has declared his/her interest;
 - (b) he/she has not voted on the question of whether or not the company should enter into the relevant arrangement; and
 - (c) the requirements of articles 97, 98 and 109 are complied with,
- a director will not be debarred from entering into an arrangement with the company in which he/she has a personal interest (or is deemed to have a personal interest under article 93) and may retain any personal benefit which he/she gains from his/her participation in that arrangement.
- 95 The directors shall be entitled, for the purposes of section 175 of the Act, to authorise (by way of resolution to that effect) any Conflict Situation that may arise (such that the duty of the director concerned, under that section, to avoid conflicts of interest is not infringed) and to amend or vary any such authorisation; the directors may give such authorisation subject to such terms and conditions as they may consider appropriate and reasonable in the circumstances.
- 96 For the avoidance of doubt, article 95 shall not apply to a conflict of interest arising in relation to a transaction or arrangement with the company; any conflict of interest of that nature shall be governed by the provisions of articles 92 to 94 and articles 109 to 112 and the code of conduct referred to in article 116.
- 97 No director may serve as an employee (full time or part time) of the company, and no director may be given any remuneration by the company for carrying out his/her ordinary duties as a director.
- 98 Where a director provides services to the company or might benefit from any remuneration paid to a connected party for such services, then:

- (a) the maximum amount of the remuneration must be specified in a written agreement and must be reasonable
 - (b) the directors must be satisfied that it would be in the interests of the company to enter into the arrangement (taking account of that maximum amount); and
 - (c) less than half of the directors must be receiving remuneration from the company (or benefit from remuneration of that nature).
- 99 The directors may be paid all travelling and other expenses reasonably incurred by them in connection with their attendance at meetings of the directors, general meetings, or meetings of committees, or otherwise in connection with the carrying-out of their duties.

Procedure at directors' meetings

- 100 Any director may call a meeting of the directors or request the secretary to call a meeting of the directors.
- 101 Questions arising at a meeting of the directors shall be decided by a majority of votes; if an equality of votes arises, the chairperson of the meeting shall (subject to article 102) have a casting vote.
- 102 A chairperson who is not an Ordinary Member shall not be entitled to a casting vote.
- 103 No business shall be dealt with at a meeting of the directors unless a quorum is present; the quorum for meetings of the directors shall (subject to article 104) be 4
- 104 A quorum shall not be deemed to be constituted at any meeting of directors unless the Member Directors who are also Ordinary Members form a majority of the total number of directors present at the meeting.
- 105 A director may participate in a board meeting by means of a conference telephone, video conferencing facility or similar communications equipment whereby all the directors participating in the meeting can hear each other; a director participating in a meeting in this manner shall be deemed to be present in person at the meeting.
- 106 If at any time the number of directors in office falls below the number fixed as the quorum or ceases to comply with the provisions of article 73, the remaining director(s) may act only for the purpose of filling vacancies or of calling a general meeting.
- 107 Unless he/she is unwilling to do so, the chair of the company shall **preside as chairperson at every directors' meeting at which he/she is present**; if the chair is unwilling to act as chairperson or is not present within 15 minutes after the time when the meeting was due to commence, the directors present shall elect from among themselves the person who will act as chairperson of the meeting.

- 108 The directors may, at their discretion, allow any person who they reasonably consider appropriate, to attend and speak at any meeting of the directors; for the avoidance of doubt, any such person who is invited to attend a directors' meeting shall not be entitled to vote.
- 109 A director shall not vote at a directors' meeting (or at a meeting of a sub-committee) on any resolution concerning a matter in which he/she has a personal interest which conflicts (or may conflict) with the interests of the company; he/she must withdraw from the meeting while an item of that nature is being dealt with.
- 110 For the purposes of article 109, a person shall be deemed to have a personal interest in a particular matter if any partner or other close relative of his/hers *or* any firm of which he/she is a partner *or* any limited company of which he/she is a substantial shareholder *or* director *or* any limited liability partnership of which he/she is a member, has a personal interest in that matter.
- 111 A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote.
- 112 The company may, by ordinary resolution, suspend or relax to any extent – either generally or in relation to any particular matter – the provisions of articles 109 to 111.

Conduct of directors

- 113 It is the duty of each director of the company to take decisions (and exercise his/her other powers and responsibilities as a director) in such a way as he/she considers will be in the best interests of the company and will promote the success of the company in furthering its objects, and irrespective of any office, post, engagement or other connection which he/she may have with any other body which may have an interest in the matter in question.
- 114 Each of the directors shall, in exercising his/her functions as a director of the company, act in the interests of the company; and, in particular, must
- (a) seek, in good faith, to ensure that the company acts in a manner which is in accordance with its objects (as set out article 4)
 - (b) act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person
 - (c) in circumstances giving rise to the possibility of a conflict of interest of interest between the company and any other party
 - (i) put the interests of the company before that of the other party, in taking decisions as a director
 - (ii) where any other duty prevents him/her from doing so, disclose the conflicting interest to the company and refrain from participating in any discussions or

decisions involving the other directors with regard to the matter in question

- (d) ensure that the company complies with any direction, requirement, notice or duty imposed on it by the Charities and Trustee Investment (Scotland) Act 2005.

115 In addition to the duties outlined in article 113, all of the directors must take such steps as are reasonably practicable for the purpose of ensuring: -

- (a) that any breach of any of those duties by a director is corrected by the director concerned and not repeated; and
- (b) that any director who has been in serious or persistent breach of those duties is removed as a director.

116 Each of the directors shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the board of directors from time to time; for the avoidance of doubt, the code of conduct shall be supplemental to the provisions relating to the conduct of directors contained in these articles of association, and the relevant provisions of these articles shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.

Delegation to sub-committees

117 The directors may delegate any of their powers to any sub-committee consisting of one or more directors and such other persons (if any) as the directors may determine; they may also delegate to the chair of the company (or the holder of any other post) such of their powers as they may consider appropriate.

118 Any delegation of powers under article 117 may be made subject to such conditions as the directors may impose and may be revoked or altered.

119 The rules of procedure for any sub-committee shall be as prescribed by the directors.

Operation of bank accounts

120 The signatures of two out of the signatories appointed by the directors shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the company; at least one out of the two signatures must be the signature of a director.

121 Where the company uses electronic facilities for the operation of any bank or building society account, the authorisations required for operations on that account must be consistent with the approach reflected in article 120.

Secretary

- 122 The directors shall (notwithstanding the provisions of the Act) appoint a company secretary, and on the basis that the term of the appointment, the remuneration (if any) payable to the company secretary, and the conditions of appointment, shall be as determined by the directors; the company secretary may be removed by them at any time.

Minutes

- 123 The directors shall ensure that minutes are made of all proceedings at **general meetings, directors' meetings and meetings of committees**; a minute of any meeting shall include the names of those present, and (as far as possible) shall be signed by the chairperson of the meeting.
- 124 Any person may request a copy of the minutes of general meetings or meetings of the directors of the company and, provided that the request is reasonable, the company must, subject to article 125, provide a copy of the minutes to that person within 28 days of the request.
- 125 Where a request for a copy of minutes is made under article 124, the company may withhold information contained in the minutes provided that the person requesting a copy of the minutes is informed of the reasons for doing so.

Accounting records and annual accounts

- 126 The directors shall ensure that proper accounting records are maintained in accordance with all applicable statutory requirements.
- 127 The accounting records shall be maintained by the treasurer and overseen by the chair, or otherwise by, or as determined by, the directors; such records shall be kept at such place or places as the directors think fit and shall always be available for inspection by the directors.
- 128 The directors shall prepare annual accounts, complying with all relevant statutory requirements.
- 129 Subject to article 129, the directors shall ensure that an audit of the annual accounts is carried out by an auditor.
- 130 Notwithstanding the provisions of article 129, an audit (within the meaning of the Act) by a company auditor (as defined in the Act) shall not be required, in a case where the company is exempt (under the Act) from the requirement to have an audit, if and to the extent that proper arrangements for the auditing or independent examination of the **company's accounts** are made in a manner which satisfies the requirements of the Act and (if the company is a

Scottish charity at the time) the requirements of the Charities and Trustee Investment (Scotland) Act 2005.

- 131 No member shall (unless he/she is a director) have any right of inspecting any accounting or other records, or any document of the company, except as conferred by statute or authorised by ordinary resolution of the company.

Notices

- 132 Any notice which requires to be given to a member under these articles shall be given either in writing or by electronic means; such a notice may be given personally to the member *or* be sent by post in a pre-paid envelope addressed to the member at the address last intimated by him/her/it to the company *or* (in the case of a member who/which has notified the company of an address to be used for the purpose of electronic communications) may be given to the member by electronic means.
- 133 Any notice, if sent by post, shall be deemed to have been given at the expiry of 24 hours after posting; for the purpose of proving that any notice was given, it shall be sufficient to prove that the envelope containing the notice was properly addressed and posted.
- 134 Any notice sent by electronic means shall be deemed to have been given at the expiry of 24 hours after it is sent; for the purpose of proving that any notice sent by electronic means was indeed sent, it shall be sufficient to provide any of the evidence referred to in the relevant guidance issued from time to time by the Chartered Institute of Secretaries and Administrators.

Winding-up

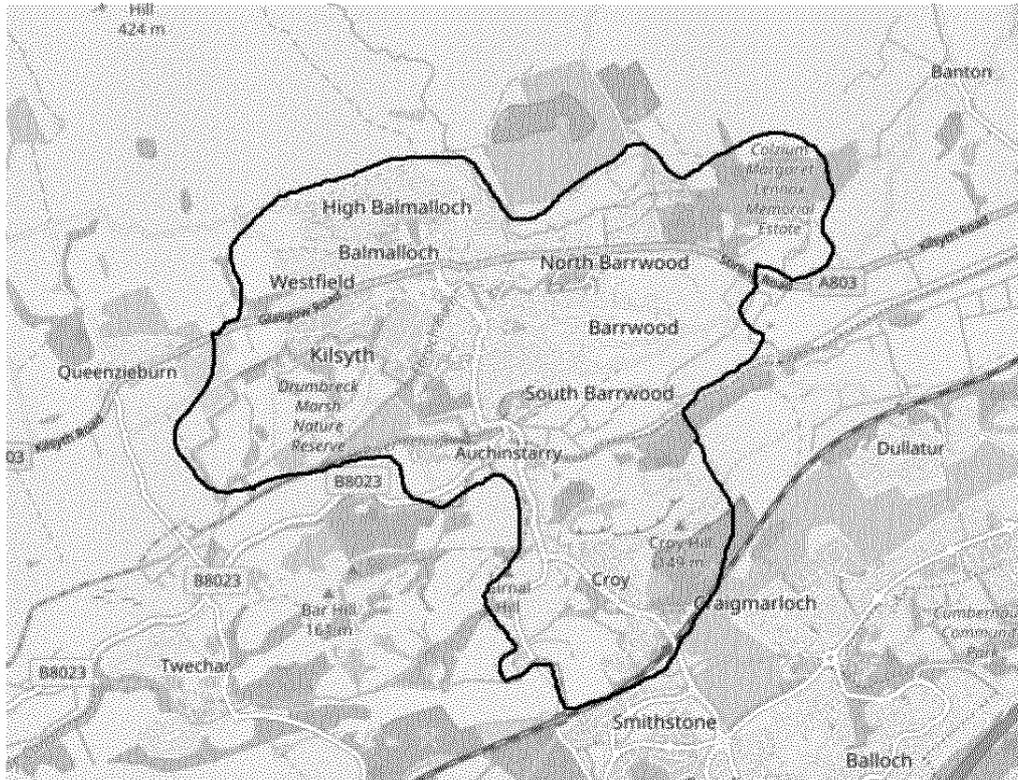
- 135 If on the winding-up of the company any property (including any land acquired by the company under Part 3 or Part 3A of the Land Reform (Scotland) Act 2003 or Part 5 of the Land Reform (Scotland) Act 2016)) remains after satisfaction of all the company's debts and liabilities, such property shall not be paid to or distributed among the members of the company; instead, that property shall (subject to articles 136 and 137) be transferred to such other community body or bodies, crofting community body or bodies or Part 3A community body or bodies as may be determined by the members (subject to the identity of the transferee body or bodies being approved by the Scottish Ministers).
- 136 If the members do not resolve to transfer any property of the nature referred to in article 135 to a community body or bodies, crofting community body or bodies or Part 3A community body or bodies approved by Scottish Ministers, such property shall instead (subject to article 137) be transferred to the Scottish Ministers or to such Scottish charity as the Scottish Ministers may direct.

- 137 If - at the time when the company is being wound up - the company is a Scottish charity, no property shall be transferred under article 135 or 136 to any body unless it is a body entered in the Scottish charity register; for the avoidance of doubt, the Scottish Ministers should be taken to be a "body" for the purposes of this article 137.

Indemnity

- 138 Every director or other officer or auditor of the company shall be indemnified (to the extent permitted by sections 232, 234, 235, 532 and 533 of the Act) out of the assets of the company against any loss or liability which he/she may sustain or incur in connection with the execution of the duties of his/her office; that may include, without prejudice to that generality, (but only to the extent permitted by those sections of the Act), any liability incurred by him/her in defending any proceedings (whether civil or criminal) in which judgement is given in his/her favour or in which he/she is acquitted *or* any liability in connection with an application in which relief is granted to him/her by the court from liability for negligence, default or breach of trust in relation to the affairs of the company.
- 139 The company shall be entitled (subject to the provisions of section 68A of the Charities and Trustee Investment (Scotland) Act 2005) to purchase and maintain for any director insurance against any loss or liability which any director or other officer of the company may sustain or incur in connection with the execution of the duties of his/her office, and such insurance may (subject to the provisions of section 68A) extend to liabilities of the nature referred to in section 232(2) of the Act (negligence etc. of a director).

Map of community area, Croy & Kilsyth, North Lanarkshire



2. 3B additional terms and conditions requested for lease:

Annual break clauses in favour of ownership.

(Scottish Land Fund (SLF) is the major funder for community asset transfers and we have made contact with this fund. Our SLF Advisor stated that as a grass roots group in a deprived urban area protecting a highly valued local asset, the SLF Grant committee would be favourable to an application for full ownership. However, this would be difficult without a track record of delivery on this site. We are requesting this short term lease as a 'try before you buy' approach). SLF is closing to new applications for stage 2 funding on 31st August 2020 and is unlikely to be able to accept new applications until autumn 2021.

1 month notice in favour of the tenant only to end the lease.

(we would require more protection from eviction from the landowner and would seek 3 months notice for the landowners to end the lease, unless there had been a breach of lease terms, whilst retaining a shorter notice period for the tenant)

A Schedule of Condition to be attached to the lease.

That this would be an accurate photographic record of the condition of the site on entry into this lease, agreed and countersigned by tenant and landowner and held on record with the lease (copies being retained by both parties).

That any future valuation for the pursuance of ownership will be based on this pre-agreed Schedule of Condition and not on any market valuation at the time of requesting purchase, less receipted improvement works.

All other repairing clauses and obligations to fall away from a standard commercial lease.

To retain fixtures and fittings currently on the site.

That the tenant has the option to renew the lease at the end of the 2 year term, if ownership has not be activated due to a delay in securing acquisition funding. That the lease or sale of the building can only be offered to another party if CCH Ltd state in writing that they do not wish to continue the lease, moving to the option to buy.

That the tenant has the right to sublet.

(this asset is currently in a very poor state, with a large maintenance backlog. It is estimated that it will cost around £200K to bring the site – including the building and gardens to any kind of reasonable standard. CCH will keep the site in a good tenantable order based on the Schedule of Condition. And any improvements made (through trading income or grants) will be receipted and retained to be considered in any future price negotiations).

3. Skills of the CCH Founding Board Members

The skills of the founding board members of the CCH are vast and varied and each of the four initial directors come from different backgrounds and have a varied selection of skills and experience to bring to the table; from retail management, health and safety as well as catering, food safety and customer experience, through to experience in the construction industry, social work and children's services as well as skills and experience in areas such as; strategic planning, team building, customer care, inventory and business management, payroll, vat returns, cashflow and payment projections, contract negotiation, scheduling and supervising as well as data entry, financial assistance and advice, The initial list of history of experience as you can see would allow for a balance of expertise as well as each of the directors having sat in various roles of committees over the years. Tapping into the support of the members, who have signed up to become part of the origination again only expands and only increases the pool of available desired skills required to support a successful and positive outcome with such a project.

4. Phased repairs

Phase 1 – 2020-2022	£
Fire safety equip	969
Vinyl floor coverings	420
Immediate render repairs	520
Plumbing phase 1	620
Plaster patching repairs	520
Inc fencing height	1000
Fire sensor and alarm system	7170
	11219
VAT	2243.8
TOTAL	13,462.80
Phase 2 – 2022-2023	
New dpm	3240
elecs	2920
Gutters and fascias	655
CCTV system	2460
External full render	6250
	15525
VAT	3105
TOTAL	18,630
Phase 3- 2023-2024	
Industrial vinyl floor coverings	3528
New ramp	5040
joinery	3680
External fencing replacement	1764
ironwork	4536
	14,868
VAT	2973.6
TOTAL	17,841.60
TOTAL across phases 1-3	32,092.80

Additional spend:

Creation of outdoor growing boxes, patio area, large shed and polytunnel

(capital grant funded)

£30,000

Installing external wall insulation, roof insulation, solar PV panels, solar thermal water heater, accumulation tank, upgrading heating and thermostatic controls (Green deal 0% interest loans, recovered from reduced running costs)

£50,000

Extension to the side elevation to create a café extension, with catering kitchen, brick and glass encasement and all finishing

£60,000

Reworking the internal spaces to create movable walls between the upper end hall and meeting rooms to provide larger and smaller flexible spaces

£25,000

Total - £165,000

The above are estimates based on costs for other community hall conversions.

Totals for phases 1-3 and above costs

£197,092.80

5.1





DM HALL
CHARTERED SURVEYORS

COMMERCIAL

REPORT AND VALUATION

**4 McSPARRAN ROAD
CROY
KILSYTH
G65 9HN**



INDEX

1. LOCATION
2. DESCRIPTION
3. ACCOMMODATION
4. CONDITION
5. STATUTORY OBLIGATIONS
6. SERVICES
7. TENURE
8. TENANCIES
9. MARKET TRENDS AND GENERAL COMMENTS
10. RENTAL VALUE
11. CAPITAL VALUE
12. INSURANCE REINSTATEMENT COST
13. SECURITY FOR A LOAN
14. LOCATION PLAN
15. SCHEDULE OF PHOTOGRAPHS
16. TERMS AND CONDITIONS

6th August 2020

Croy and Kilsyth Credit Union
4 McSparran Road
CROY
Kilsyth
G65 9HN

Our Ref.: [REDACTED]/LMD/WS200410

Your Ref.:

Dear Sirs

VALUATION STATEMENT

In accordance with your instructions, we have attended at the undernoted subjects in order to advise as to our opinion of value on the required basis. Our report is prepared in accordance with the Conditions of Engagement for the Valuation and Appraisal of Commercial Land and Buildings, a copy of which is appended hereto.

[REDACTED], inspected the subjects on 5th August 2020.

We would confirm that we do not have a conflict of interest in accepting these instructions and that we currently carry appropriate Professional Indemnity Insurance cover.

Having carried out our inspection and completed relevant enquiries, we would now report on our opinions and findings as follows:-

PROPERTY

4 McSparran Road, Croy, Kilsyth, G65 9HN

CLIENT

Croy and Kilsyth Credit Union

INTEREST

Heritable Ownership - non feudal

DATE OF VALUATION

5th August 2020



DM Hall LLP, a Limited Liability Partnership registered in Scotland with Registration number SO301144
Registered office, 17 Corstorphine Road, Edinburgh, EH12 6DD.

A full list of members can be obtained from the Head Office, 17 Corstorphine Road, Edinburgh, EH12 6DD. Tel: 0131 477 6000. Fax: 0131 477 6016.

Aberdeen, Ayr, Bridge of Allan, Cumbernauld, Cupar, Dumfries, Dundee, Dunfermline, Edinburgh, Elgin, Falkirk, Galashiels, Glasgow (North and South), Hamilton, Inverness, Inverurie, Irvine, Kirkcaldy, Livingston, Musselburgh, Oban, Paisley, Perth, Peterhead, Stirling.

220 St Vincent Street
Glasgow, G2 5SG
DX 561479 Glasgow 16
T: 0141 332 8615
F: 0141 332 4867
www.dmhall.co.uk

Regulated by RICS

13. LOCATION

The subject property is situated on the south side of McSparran Road and forms part of a Local Authority housing estate serving Croy.

Croy is an outlying settlement, situated approximately 2 miles to the south of Kilsyth, accessible via the B802 route which has onwards connection to Junction 4/5 of the M80 motorway. Croy benefits from a railway station, which is within walking distance of the subjects and also has a park and ride facility incorporated, together with excellent means of access onto the central road network, either to the M80, M73 and M74 motorways.

Kilsyth is the nearest main population centre to Croy, which is an established village, originally centred around traditional industries, including mining and textiles, however nowadays acting primarily as a commuter settlement into larger population centres such as Cumbernauld, Kirkintilloch and Glasgow.

Cumbernauld is also within convenient distance of Croy; approximately 5 miles, with Glasgow being within a relatively short journey time by car of approximately 15 minutes.

There are limited local amenities and services within Croy, however Kilsyth contains a full range of these and Cumbernauld has a sizeable town centre retailing core.

As mentioned, the subjects are situated within a residential area and there are no other commercial concerns to immediately nearby. There is unrestricted on-street parking afforded to McSparran Road, which has limited vehicular flow.

We attach a copy of a street layout plan (scale 1:7500) with the approximate location of the subjects shown by means of a coloured marker, for identification purposes only.

13. DESCRIPTION

The subjects under report comprise commercial premises, which were most recently used as a Health Board clinic and estimated to date back to the mid 1900's.

Construction detail to main elevations would appear to be to traditional specifications of brick/blockwork, rendered and painted externally and surmounted by a pitched and tiled roof.

The property extends over ground and lower ground levels in height, given the sloping topography of the site.

The property is set within a landholding which is mainly taken over in garden ground to the front and rear, together with perimeter areas finished in tarmac / concrete hardstanding.

Windows are UPVC double glazed and are protected by metal security grills.

Externally, surface and waste services are run in a mixture of cast iron and UPVC conductors.

Internally, floors are mainly of solid construction, with walls being faced in traditional lath and plaster and plasterwork finishes.

Access into the subject property is afforded from the front of the building, beyond a concrete disabled rampway and at this point, there is a flat roofed canopy overhang, together with a small flat section to the front right-hand corner of the building, assumed to be clad in bituminous felt, mastic asphalt or similar impervious material covering.

There are double leaf outer storm doors which lead into an entrance vestibule, accessing an entrance hallway.

Given the former use as a Health Board clinic, the ground floor is laid out to form a series of interconnecting rooms, which includes a front facing reception area.

The internal finishes typically comprise carpeting or vinyl to the floor with papered and/or plaster/painted walls.

Suspended frame and tile ceilings are in place, with fluorescent strip lighting affixed.

The lower ground floor level of the subjects is accessed by way of an internal staircase and this provides a broadly similar internal configuration/layout, comprising a central corridor run, with a series of rooms leading off to the front and rear.

The rear facing rooms within the lower ground floor have no natural daylight, given the sloping topography of the site.

Internal finishes typically comprise of vinyl flooring and plaster/painted walls and ceilings. Some walls are finished in painted brickwork.

There are toilet facilities to each floor level and these contain an appropriate range of sanitary ware.

13. ACCOMMODATION

Further to our recent inspection of the subject property, at which time measurements were taken, we calculate the Gross Internal floor areas to be as follows:-

Ground Floor: 137.4 sq m (1,479 sq ft)

First Floor: 137.4 sq m (1,479 sq ft)

TOTAL: 274.8 sq m (2,958 sq ft)

The above approximate areas have been calculated for valuation purposes and should be used for no other purpose whatsoever.

4. CONDITION

We noted the overall condition of the subjects to be to a reasonable standard, consistent with age and style of construction detail.

Whilst we were not afforded a clear line of sight of the roof coverings to the property, it would appear to be wind and watertight.

General repairs to the external building fabric should be anticipated and budgeted for, including repairs to rendering, some of which have fallen away.

Some repair/renewal to windows is also required.

We noted evidence of some previous water ingress within the lower ground floor front corner of the subjects and this may be resultant from the concrete/tarmac section of ground directly above at ground level, or from defective guttering/pipework. We also noted some evidence of defective guttering to the rear elevations of the property.

Internally, the decorative order of the subjects was noted to be somewhat dated and a programme of refurbishment in our opinion is warranted, which budget provision should be made for.

Notwithstanding the aforementioned, our valuation assumes there were no material or serious defects in existence which may incur significant cost outlay.

Within the limitations of our cursory visual walk through valuation inspection, there was no obvious evidence of any material defects being readily apparent, which would have an effect on either marketability and/or value.

5. STATUTORY OBLIGATIONS

We understand that the footpaths and roads, ex adverso the subjects, are adopted and maintained by the Local Authority.

We cannot confirm whether or not the subjects comply with current Building Regulations however it does not appear that the properties have been subject to some alterations/adaptations in the past and we have reasonably assumed that they are all fully compliant in all statutory aspects and that there are no outstanding issues that would have an adverse impact on value.

We have not had sight of any formal documentation and reasonably assume that the subjects benefit from the appropriate planning use consent under the terms of the Town and Country (Use Classes) (Scotland) Order 1997.

We have not been provided with a copy of an Equality Audit or similar report and, in the absence of such a report we are not in a position to pass any commentary in this regard. Our understanding of the relevant equality legislation is that it is the occupier who has to comply and not the property

The introduction of the Fire (Scotland) Act 2005 appears to have removed the necessity for a Fire Certificate and replaced it with a system of self regulated audit. This requires those parties responsible for a property to undertake a risk assessment to demonstrate that the fire precautions within premises are adequate for its use. We would recommend that further advice in this regard be sought from an appointed legal adviser and/or local fire officer.

With reference to the Scottish EPC Register, we have been unable to confirm whether a valid Energy Performance Certificate (EPC) has been prepared in respect of the subjects. Notwithstanding, we would advise that The Energy Performance of Buildings (Scotland) Regulations 2008, as amended, requires that an EPC be prepared in respect of any property or part thereof which is intended to be made available for sale or let, and that the Energy Rating be stated on all property advertisements. It is the responsibility of the vendor or landlord to comply with these regulations. Failure to do so may result in summary fines being imposed. If required, DM Hall can provide further guidance in respect of the regulations and, where necessary, prepare an EPC.

Under provisions contained within Section 63 of the Climate Change (Scotland) Act 2009, the Scottish Government has brought forward regulations to require property owners to improve the energy efficiency and greenhouse gas emissions of their buildings. The Assessment of Energy Performance of Non-Domestic Buildings (Scotland) Regulations 2016, requires owners of non-domestic buildings to both assess and improve the emissions and energy performance of their buildings. These regulations are effective from 1st September 2016.

The regulations currently apply only to buildings with a floor area of more than 1,000 sq.m. The total floor area of the subjects under report does not exceed 1000 sq.m., and therefore the property is not currently subject to these new regulations.

Reference to the Assessor's website has shown that the subjects are entered in the current Valuation Roll at Rateable Value £10,300.

We would advise you that, under existing legislation a new owner or occupier has the right to appeal against the assessment for a period of 6 months from the date of acquiring their interest in the property.

The Uniform Business Rate in Scotland for the year 2020/21 is 49.8p in the pound, known as the basic property rate. Where a Rateable Value is greater than £51,000 and less than £95,000 there is a supplement of 1.3p, bringing the total amount payable to 51.1p, known as the intermediate property rate. Where a Rateable Value is greater than £95,000 there is a further supplement of 1.3p, bringing the total amount payable to 52.4p, known as the higher property rate. The Small Business Bonus Scheme gives reliefs up to 100% of liability (depending on circumstances) for properties in active use with a Rateable Value of £18,000 or less. Further details of the Scheme can be obtained from the Scottish Government website, as well as details of measures introduced to help ratepayers deal with the impact of Covid-19.

Planning Authorities will no longer discuss queries with members of the public or professional enquirers. The information contained within this report has therefore been researched from Local Authority websites and Local Plan documentation therefore; the solicitor acting on behalf of the bank should deal with all of the above matters on a formal basis. If there are any issues identified as a result of these reasonable formal enquiries, we will require to consider the effect these may have on the value/marketability in consultation with the legal agent.

6. SERVICES

The subjects would appear to be connected to mains supplies of water, electricity, gas and drainage is assumed to be to the public sewerage system.

A gas fired central heating system would appear to be in place to the subjects, linking into wall-mounted radiators.

7. TENURE

We have not had the opportunity of inspecting the Title Deeds, and for the purposes of our valuation we have assumed that the subjects are held on Heritable Tenure. We have further assumed that the property is free from encumbrances, restrictions or outgoings of an onerous nature which would affect the value.

8. TENANCIES

The subjects are currently occupied on a short term license agreement at £10,300 pa, however in accordance with our instructions and given that the property is planned to be bought outright, our valuation has disregarded the agreement and assumed vacant possession.

9. MARKET TRENDS AND GENERAL COMMENTS

The subjects under report comprise a former NHS Health Board clinic, which is situated within the settlement of Croy, to the outskirts of Kilsyth.

Accommodation within the property extends over ground and lower ground floor levels to a total of 274.8 sq m (2,958 sq ft) and there is garden ground to the front and rear contained within the site curtilage of the subjects.

Given the former use of the property, the internal layout/configuration is heavily compartmentalised and this may not readily suit all occupier requirements, who in many cases, will have a preference for an open-plan layout.

Parts of the lower ground floor do not have any natural daylight, given the topography of the site. The internal finishes and decorative order are dated, which will require an ingoing purchaser/occupier to outlay not insubstantial capital spend towards a comprehensive refit, together with some selective repairs which are outstanding.

We note that the subjects have been occupied by Croy and Kilsyth Credit Union for some time and most recently, a licence to occupy agreement was set up at a rent of £10,300 per annum, in line with the property's rateable value. We note that you are now considering outright purchase of the property from the landlord/owner, hence the purpose of our valuation exercise.

On the open market for sale with vacant possession, we would anticipate the property being met with a relatively limited level of demand from prospective buyers, given the location within a low amenity housing estate, the tired condition, compartmentalised layout and lack of daylight within the lower ground floor.

Prospective buyers may take the form of specialist care home/centre operators or a Local Authority/community based organisation. Dependent on what alternative use consents may be possible for the subjects, it may also suit a light industrial/commercial use, or may be capable of residential development either through reconfiguration of the existing building or demolition and redevelopment of the site, again dependent on planning and other statutory consents being obtained.

Where a more open plan configuration is possible, interest be expressed from religious groups, or a retail/convenience store operator.

It would not be unrealistic for the subjects to be acquired and adapted for use as a doctors, dental or veterinary surgery, again where appropriate consents permitted this. The existing layout may not be inhibitive to a surgery use.

Our approach to valuation has adopted the "comparative" principle of methodology and we are satisfied that we have compiled a sufficient body of evidence to support our valuation opinion detailed herein.

The commercial property market has over the past few years performed on a relatively stable and predictable manner and there appears to have been an ongoing level of demand.

Restrictions on the availability of commercial loan finance have started to be eased and where funding is possible for a property interest such as the subjects, debt serviceability on repayment of a mortgage could be comparatively modest at the present time, given the low levels of interest rates, in comparison with the cost of renting.

We would point out that at the time of writing, the Scottish economy remains in lockdown as a result of the Coronavirus outbreak. Whilst these lockdown measures are now being eased and most commercial premises have now been allowed to re-open recently, some restrictions remain in place.

Given that the shutdown in the market occurred very quickly, there is at the present time, no body of transactional evidence, which would suggest that values have materially fallen, however our opinions stated at the present time do require to be reported with a significant level of abnormal uncertainty that these values will be maintained during the course of 2020. It is hoped that any lockdown in the UK economy will be of a comparatively short term duration, however the effect on property value is at the present time impossible to predict and cannot therefore be guaranteed.

We have attempted to reflect all of the above factors in arriving at our opinions of value.

10. RENTAL VALUE

Were the subjects to be made available on the open market for lease, we would anticipate it commanding a Market Rental Value of the order of **£10,000** (TEN THOUSAND POUNDS STERLING) per annum, exclusive, however some marketing incentives such as a rent free period and/or tenant break options are likely to be required.

11. CAPITAL VALUE

Having regard to the content of this report, including the Terms and Conditions attached hereto, we are of the opinion that the current values can be fairly stated on the required bases as undernoted:-

Market Value

£70,000 (SEVENTY THOUSAND POUNDS STERLING)

12. INSURANCE REINSTATEMENT COST

We would recommend that the subjects as existing be insured for reinstatement purposes to not less than **£600,000** (SIX HUNDRED THOUSAND POUNDS STERLING).

This figure, prepared by ourselves, is based on average prices per square foot for buildings of this type prepared by the Royal Institution of Chartered Surveyors and supplemented by other cost information available to ourselves. It should be understood that average prices can never provide more than an approximate guide to the probable cost of rebuilding.

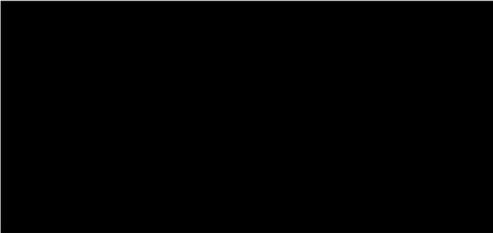
13. SECURITY FOR A LOAN

Not applicable.

Should any of the assumptions contained within this report prove incorrect, we reserve the right to reconsider our opinion of value(s) if appropriate.

We trust the foregoing is sufficient for your purposes but should you require any further information, please do not hesitate to contact us.

Yours faithfully



**REGISTERED VALUER
DIRECTOR
FOR DM HALL LLP**

14 LOCATION PLAN

4 MCSPARRAN RD, KILSYTH



Promap v2
LANDMARK INFORMATION

Ordnance Survey © Crown Copyright 2020. All Rights Reserved.
Licence number 100022432
Plotted Scale - 1:7500. Paper Size - A4

15. SCHEDULE OF PHOTOGRAPHS



Main Elevations



Main Elevations



Rear Elevations



Rear Elevations



Rear Gardens



Front Gardens



Ground Floor



Ground Floor



Ground Floor



Lower Ground Floor



Lower Ground Floor



Lower Ground Floor

16. TERMS AND CONDITIONS



Introduction

Unless specified to the contrary in the body of the Report, our valuations are carried out in accordance with the following terms and conditions.

1. THE SERVICE

- 1.1. Unless otherwise stated, the Valuer is an External Valuer as defined in the latest edition of the RICS Valuation – Professional Standards (Red Book).

The Valuer provides directly to the Client a Report based on an inspection as described below, and either:-

(a) in respect of the particular type of property, has sufficient current local, national and international (as appropriate) knowledge of the particular market and the skills and understanding necessary to undertake the valuation competently; or

(b) where he satisfies (a) above, except that he has insufficient current knowledge, he will be or has been assisted by a person(s) who has (have) such knowledge and the skills and understanding necessary to provide the assistance required;

Unless previously agreed in writing and set out in the Confirmation of Instructions, the Report will cover the following points:

- 1.1.1. A description of the property, its location and its readily apparent state of repair;
- 1.1.2. The Valuer's opinion(s) of value of the Property on the basis stated in the Confirmation of Instructions. These may include Market Value, Market Rent, Building Reinstatement Cost Assessment and/or such other basis as may have been agreed in writing;
- 1.1.3. Where the valuation(s) has (have) been affected by the existence of an unimplemented planning consent for change of use or other development, the Valuer will so report and advise as to the amount(s) of the increase reported in consequence.
- 1.1.4. In the case of Property to be held as an investment:
- (a) An opinion of Market Rent at the reporting date, representing the rental income that the owner will be entitled to from the Property if it becomes or remains fully occupied;
- (b) An opinion on the effects on value of the quality and terms of the lease(s) and relevant implications upon the valuation; and
- (c) the Valuer's view of the market's opinion of tenant covenants for the class of the subject Property in the subject locality.
- 1.1.5. Advice, if the Valuer considers it relevant, on whether there is significant prospect of or potential for change of use or other development of the Property, or those in the vicinity, which would materially affect the value of the Property.
- 1.1.6. Advice, if the Valuer considers it relevant, on any other factors that may materially affect the status or value of the Property as security.
- 1.1.7. Comment upon the proposed purchase price if this has been notified in writing to the Valuer.

- 1.1.8. A statement of any special assumptions which the Valuer has made.
- 1.1.9. If appropriate, the Valuer's opinion of the suitability of the Property as a lending security having regard to the criteria typically applied by mainstream lenders.
- 1.1.10. If appropriate, the Valuer's opinion (without liability on the part of the Valuer) of current market conditions and/or trends in respect of this type of property in the area.
- 1.1.11. A statement as to the valuation method adopted, and an indication as to the extent to which the Valuer has been able to have regard to comparable market transactions:
- (a) in the case of Property valued for the existing use as an operational entity having regard to trading potential, the opinion which the Valuer has formed as to the future trading potential, including the gross income and profitability likely to be achieved; and
 - (b) in the case of Property valued on a residual basis, the significant material figures and assumptions made and the consequences of changes thereto.
- 1.1.12. Where specifically agreed in writing at the time of instruction, an indicative Building Reinstatement Cost Assessment, this is given solely as a guide. A formal Buildings Reinstatement Cost Assessment for insurance purposes can only be given by a quantity surveyor, building surveyor or similarly qualified professional. The Client is advised to obtain a formal Buildings Reinstatement Cost Assessment for insurance purposes
- 1.1.13. Any other aspects, other than the usual legal investigations, which the Valuer considers require further consideration or investigations.
-

- 1.2. Following provision of the Report, the Valuer will be prepared to discuss its contents.
- 1.3. The Valuer shall, unless otherwise expressly agreed, rely upon information provided by the Client and/or the Client's legal or other professional advisers relating to the Property, tenure, leases and all other relevant matters.
- 1.4. Subject to Paragraph 2.1 below, the Valuer shall carry out such inspections and investigations as are, in the Valuer's professional judgement, appropriate and possible in the particular circumstances.
- 1.5. If the Valuer's inspection suggests that there may be material hidden defects to the Property the Valuer will so advise and may defer submitting a final Report until the results of further investigations are available.
- 1.6. The Report will not seek to identify the existence of contamination. If, however, the Valuer in the course of the inspection or investigations learns that there may be contamination, the Valuer will report this to the Client.
- 1.7. In preparing the Report, unless otherwise stated by the Valuer, the following assumptions will be made that the Valuer shall be under no duty to verify:
- (a) that no deleterious or hazardous materials or techniques were used in the construction of the Property or have since been incorporated;
 - (b) that good title can be shown and that the Property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings;
 - (c) that the Property and its value are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries, or by any statutory notice, and that neither the Property, its condition, its use, nor its intended use, is or will be unlawful;

(d) that all required valid planning permissions and statutory approvals for the buildings and for their use, including any recent or significant extensions or alterations, have been obtained and complied with and that works not requiring consents meet the standards required by the building regulations or are exempt;

(e) that inspection of those parts of the Property that have not been inspected would neither reveal material defects nor cause the Valuer to alter the valuation(s) materially;

(f) unless otherwise stated, that no contaminative or potentially contaminative uses have ever been carried out on the Property and that there is no potential for contamination of the Property from past or present uses of the Property or from any neighbouring property;

(g) that no notices have been issued by the Statutory Authorities or by the Fire Master and that no significant capital expenditure is required to comply with the provisions of inter alia the Offices, Shops and Railway Premises Act, Health and Safety at Work etc Act, Fire Precautions Act, Disability Discrimination Act, Equality Act and the Factories Acts; and

(h) that the flank walls of the Property are party walls and that the liability for mutual repairs, including the roof, its parts and pertinents, is on an equitable basis between the proprietors of the various floors.

- 1.8. Unless otherwise specifically stated the Report does not take VAT into account. The client is advised to obtain specialist advice in this regard. Similarly, unless specifically stated, the Report makes no allowance for the costs of acquisition or disposal or for any tax which might arise.
- 1.9. In providing the Services the Valuer will have regard to relevant contents of the latest edition of the RICS Valuation – Professional Standards (Red Book) as published by The Royal Institution of Chartered Surveyors.
- 1.10. The Report will be provided for the stated purpose and for the sole use of the named Client. DM Hall accepts responsibility to the Client alone that the Report will be prepared with the skill, care and diligence reasonably to be expected of a competent Valuer, and accept no responsibility whatsoever to any parties other than the Client. Any such parties rely upon the Report at their own risk. Neither the whole nor any part of the Report, nor any reference to it, may be included in any published document, circular or statement, or published in any way, without DM Hall's prior written approval of the form and context in which it may appear. In the event that the Report is presented to your Lender, we cannot guarantee that it will be acceptable to them. The Client is advised that if a Lender seeks to rely on this Report they do so at their own risk.
- 1.11. DM Hall has a Complaints Procedure in accordance with The Royal Institution of Chartered Surveyors Rules of Conduct. A copy of this procedure is available on request.
- 1.12. Compliance with the RICS Valuation – Professional Standards (Red Book) may be subject to monitoring under the Institution's conduct and disciplinary regulations and the Valuer Registration Scheme.
-

2. THE INSPECTION

- 2.1. The Valuer will undertake a visual inspection of so much of the exterior and interior of the Property as is accessible with safety and without undue difficulty, as can be seen whilst standing at ground level within the boundaries of the Property and adjacent public/communal areas and whilst standing at the various floor levels, which the Valuer considers reasonably necessary to provide the Services, having regard to its purpose. The Valuer is under no duty to carry out a building survey or to inspect those parts of the Property which are covered, unexposed or inaccessible, or to raise boards, move anything, use a moisture detecting meter, or to arrange for the testing of electrical heating or other services. Roof voids and attics are not inspected. In some instances or types of property only selected or representative parts of the Property may be inspected.

- 2.2. The purpose of the inspection is to provide an opinion of value. Comments may be made on the readily apparent state of repair of the Property. The inspection is not a building or structural survey and the Report will not detail defects that do not materially affect value. Where defects are mentioned in the Report, they should be regarded as indicative and not exhaustive.
- 2.3. The Valuer will not carry out an asbestos inspection and will not be acting as an inspector in completing a valuation inspection of properties that may fall within the Control of Asbestos Regulations 2012. No enquiry of the duty holder, as defined in the Control of Asbestos Regulations 2012, of the existence of an asbestos register, or of any plan for the management of asbestos will be made. The Client's legal adviser/conveyancer should confirm the duty holder under these regulations, the availability of an Asbestos Register and the existence and management of any asbestos containing materials. For the purposes of this valuation, it is assumed that there is a duty holder, as defined in the Control of Asbestos Regulations 2012, and that a Register of Asbestos and effective Management Plan is in place which does not require any immediate expenditure or pose a significant risk to health or breach the HSE Regulations.
- 2.4. The Valuer will not carry out an inspection for Japanese Knotweed or other infestations by invasive species. Unless otherwise stated it is assumed that there is no Japanese Knotweed or other infestations by invasive species within the boundaries of the Property or in neighboring properties. The identification of infestations of this type should be made by a specialist contractor. It must be removed by specialist contractors and removal may be expensive. Where the Valuer does report the presence of Japanese Knotweed or invasive species, further investigations may be recommended.

3. THE REPORT

- 3.1. If it is not reasonably possible to carry out a substantial part of the Inspection this will be stated in the Report.
- 3.2. Where the Valuer relies on information provided, this will be indicated in the Report, together with the source of the information.
- 3.3. The Report will state the existence of any apparent, recent significant alterations and extensions so as to alert the Client's legal advisers.

4. VALUATION

- 4.1. The valuations provided will be on the assumptions set out in section 1.7 in respect of individual subject properties (unless otherwise agreed) as inspected. The valuations will be provided on the bases of value stated in the Confirmation of Instructions and as defined in the latest edition of the RICS Valuation – Professional Standards (Red Book) as published by The Royal Institution of Chartered Surveyors. Any special assumptions or reference to a particular buyer will be clearly stated.
- 4.2. The valuations will exclude any additional value attributable to personal goodwill, or the value of any fixtures and fittings which are only of value *in situ* to the present or proposed occupier, except in the case of a Property which is fully equipped and valued as an operational entity, where only personal goodwill is excluded.
- 4.3. Unless otherwise stated, in the valuation of portfolios, each Property is valued separately and not as part of the portfolio. Accordingly, no allowance, either positive or negative, is made in the aggregate value reported to reflect the possibility of the whole or part of the portfolio being put on the market at any one time.

5. INSTRUCTIONS AND CHARGES

- 5.1. All instructions from the Client will be made directly by the Client and confirmed in writing.
- 5.2. The Client will pay to DM Hall the fee initially agreed between them, subject to any amendment thereto to be agreed if the Valuer's instructions are subsequently modified. In addition, the Client will reimburse DM Hall the cost of all reasonable out-of-pocket expenses which may be incurred and pay the amount of any Value Added Tax on the fee and expenses.
- 5.3. Unless otherwise agreed in writing, and subject to condition 5.4 below, the maximum liability of DM Hall and the Valuer (in contract, delict, negligence or otherwise) howsoever arising, in relation to the Property, shall be 20% of the value of the Property on the basis identified in the Confirmation of Instructions or, if no basis is expressed, Market Value as defined by the RICS, on the date of the instruction.
- 5.4. The maximum aggregate liability in contract, delict, negligence or otherwise, howsoever arising, of DM Hall and the Valuer in respect of any one claim or series of claims arising from, or in relation to, this Report shall not in any circumstances exceed £10,000,000 or the limit of liability stated in the professional indemnity insurance policy of DM Hall, whichever is the lower. A copy of the policy certificate is available on request.

This maximum aggregate liability is irrespective of how many separate and individual claims may be presented or their total and the Client expressly in advance frees, relieves and holds harmless DM Hall and its members as members and as individuals, past and present, from any such claims past, present and future in excess of the limitation of liability set out in this clause.

6. PRIVACY AND DATA PROTECTION

- 6.1. Processing of personal data is regulated in the United Kingdom by the General Data Protection Regulation EU 2016/679 ("GDPR") as supplemented by the Data Protection Act 2018 as well as other laws which relate to privacy and electronic communications. In this Paragraph 6, these laws are called "**Data Protection Law**". Terms which are defined in Data Protection Law bear the same meanings when used in this Paragraph 6.
- 6.2. In processing any personal data which DM Hall may receive or collect in the ordinary course of acting for the Client, DM Hall acts as an independent controller and not a processor or sub processor. This means that DM Hall is responsible for complying with Data Protection Law in respect of any personal data it processes in providing Services to the Client. Where the Client (or third parties on behalf of the Client) disclose personal information to DM Hall for the purposes of providing Services it is the Client's responsibility to make sure that such disclosure to DM Hall for these purposes will be fair and lawful and will not contravene Data Protection Law. Where appropriate, the Client (and any third party disclosing personal data to DM Hall on the Client's behalf) should draw the attention of any affected individuals to DM Hall's privacy statement (see Paragraph 6.5 below)
- 6.3. In general terms, DM Hall uses any personal data that is disclosed to it by or on behalf of the Client for the purposes of:
 - 6.3.1 providing services to the Client;
 - 6.3.2 meeting legal requirements upon it – such as in relation to anti-money laundering and;
 - 6.3.3 internal administrative purposes arising from the surveyor/client relationship.

- 6.4. To the extent that the Valuer processes personal data for the purposes of providing his/her Report, the Valuer acts as a processor of the personal data on behalf of DM Hall.
- 6.5. Further information about how DM hall handles personal data that is disclosed to it by (or on behalf of) the client, the reasons it relies on to do so and the rights that individuals have under Data Protection Law can be found in DM Hall's privacy statement which can be viewed at www.dmhall.co.uk. A copy of the privacy statement can be made available at any time on request. To obtain a copy of the privacy statement or to discuss any aspect of the privacy statement or this Paragraph 6, then please e-mail us at data@dmhall.co.uk.

7. DEFINITIONS

- 7.1. The "Valuer" is the author of the Report on the Property.
- 7.2. The "Report" is the report of the kind described in section 1 of these Conditions of Engagement.
- 7.3. The "Property" is the property which forms the subject of the Report.
- 7.4. "DM Hall" is DM Hall LLP, a limited liability partnership registered in Scotland with registration number SO301144 and having its registered office at 17 Corstorphine Road, Edinburgh EH12 6DD.
- 7.5. The "Client" is the person, firm or company to whom DM Hall is to provide the Report in accordance with the Confirmation of Instructions and these Conditions of Engagement.
- 7.6. The "Confirmation of Instructions" is the letter issued by DM Hall confirming receipt of instructions to prepare a valuation, setting out the Services and setting out the fee for the Report.
- 7.7. "Market Value" means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.
- 7.8. "Market Rent" means the estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.
- 7.9. "Building Reinstatement Cost Assessment" means an estimate for insurance purposes of the current cost of:
- (a) rebuilding the Property in its present form (unless otherwise stated); or
 - (b) the Property being constructed as currently proposed;
- each including the costs of site clearance and professional fees but excluding:
- (i) VAT (except on fees);
 - (ii) loss of rent; and
 - (iii) the cost of alternative accommodation for the reinstatement period.
- 7.10. The "Services" means the specific services to be provided by DM Hall to the Client pursuant to the Confirmation of Instructions and section 1 of these Conditions of Engagement.
- 7.11. The "Lender" means a party who has provided or intends or proposes to provide financial assistance to the Client towards the purchase or remortgage of the Property and in whose favour a standard security will be granted over the Property.

Our Ref: [REDACTED]
Your Ref: [REDACTED]
Contact: [REDACTED]
Tel: Office: 01698 302072 Mobile: [REDACTED]
E-mail: [REDACTED]
Date: 31 August 2020



Ward 1, Kilsyth
Civic Centre
Windmillhill Street
Motherwell
ML1 1AB
www.northlanarkshire.gov.uk

To whom it may concern

CROY CREDIT UNION/COMMUNITY HUB

I have had the pleasure of knowing the credit union for several years and they are a professional organisation with over 600 members, for a village of that size it shows the needs. Recently I met the interim board for the Croy Hub, who I am impressed with. They have worked hard to get to this stage but unfortunately have been hit by Covid restrictions and have found it hard to get funding as most sources have dried up temporarily due to funding for Covid Recovery.

I have been a Councillor in this area since 1999 and have seen the need within the village for a base to carry out youth work, work with the elderly and just somewhere for people to meet.

The area where the building is based has high rates of deprivation and this was shown by the attendance of young people who came along outside the building for free lunches over the summer holidays and the amount of food parcels required.

I know from speaking with the group and the community there is a lack of clubs and facilities and this building will fill the much needed gap in Croy for these activities.

I am more than happy to support this group in any way possible.

Yours sincerely





Croy Community Group <croycommunitygroup@gmail.com>

CCG Purchase of NHS Lanarkshire Clinic

1 message

Mon, Aug 24, 2020 at 6:28 PM

To: Croy Community Group <croycommunitygroup@gmail.com>

Hi [REDACTED]

I hope you are well.

I am emailing with some information about the Scottish Land Fund that I hope will be of some help with regards to Croy Community Group's plans to take on ownership of the NHS Lanarkshire Clinic within Croy.

I have looked over the initial referral that was received and the additional information received and the project does look like it has the potential to fit with the priorities of the SLF. We have supported multiple projects involving community groups acquiring publicly owned buildings which have then been converted to community hubs.

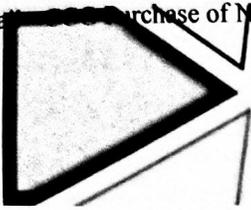
Submitting an SLF application is a two stage application process that can normally take 6 months to a year. We are currently at the end of this round of the SLF, with our final stage 2 deadline on 31st August. Unfortunately it is not feasible for a stage 2 application to be submitted within this fund. We are still open to stage 1 applications however and still plan to award development funding designed to support community groups to fully investigate the feasibility of potential acquisitions until the end of the year.

We do not have confirmation of a new SLF, but are hopeful that the Scottish Government will confirm this and a new fund will open in the second half of 2021. I would advise Croy Community Group to submit a stage 1 application over the next few months and to spend some time building a robust business plan with a view to submitting a stage 2 application in a potential new SLF. Decisions on stage 2 applications are made by an independent stage 2 application and, as well as fit with SLF priorities, are based on how well an application is supported by the local community, robust financial plans and value for money amongst other criteria.

If I can be of any other help to you at this time please let me know.

Kind Regards,

[REDACTED]
Scottish Land Fund Adviser
Community Assets Team



Highlands and Islands Enterprise
Iomairt na Gàidhealtachd 's nan Eilean

Highlands and Islands Enterprise

Centrum House

38 Queen Street

Glasgow

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SUPPORT FOR BUSINESSES AND COMMUNITIES [CLICK HERE](#)**

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SLCU

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but for Service"*

CROY & KILSYTH CREDIT UNION LTD.

Office: 01236 824335

To Whom it may concern.

As previously intimated, we as a Community Registered Society, would whole heartedly welcome the opportunity to become the anchor tenant of the building which we currently utilize for the purposes of providing credit union services to the local community.

Our consultations with members, volunteers and the wider public have been positive, we would like to offer our members a more flexible service, whereby we could open for more than one evening per week, extending to opening during the week and at weekends, thus potentially generating growth of membership.

We feel committing to being the anchor tenant would only be a positive action for the village and surrounding area, as it would go some way to securing this much needed asset for years to come and hope that your asset transfer is successful and look forward to working with you with this project.

Yours faithfully,



For Croy and Kilsyth Credit Union

Treasurer



Secretary



26/8/20

Dear [REDACTED]

Thank you so much for showing me round the Croy Community Hub. As we discussed, CACE is in the process of creating adaptations to our services and planning new ones, to ensure support we can provide to older people in their communities can continue to be high quality, meet people's needs and importantly now, be responsive to the additional challenges created by COVID 19.

As discussed, we consider there would be potential for renting space in the hub to enable us to deliver more services to older people within Croy, especially as there is a shortage of suitable community-use space in the village if the Hub space was not available.

We hope for a successful outcome to your bid for asset transfer and welcome the potential which that would provide for us to work together in the future.

Best wishes

[REDACTED]
CACE

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