



**Property & Support Services Division**

Law House  
Airdrie Road  
Carluke  
ML8 5EP

Date: 17 August 2021

Your Ref:

Our Ref: [REDACTED]

Enquiries to [REDACTED]

Tel No: [REDACTED]

Croy Community Hub Limited  
4 McSparran Road  
Croy  
G65 9HN

[REDACTED]

By Email to: [croycommunityhub@gmail.com](mailto:croycommunityhub@gmail.com)

Dear Sirs/Mesdames

**Asset Transfer Request under the Community Empowerment (Scotland) Act 2015**

**Decision Notice – Agreed**

**Date of Notice: 17 August 2021**

This Decision Notice relates to the asset transfer request made by Croy Community Hub Limited on 1 September 2020 in relation to the former Croy Clinic, 4 McSparran Road, Croy G65 9HN.

NHS Lanarkshire has decided to agree to this request.

The reasons for this decision are as follows:

- There are no reasonable grounds on which the request should be refused.
- The request for Community Asset Transfer is likely to be of significant value to the local community and will promote economic development, regeneration, public health and social wellbeing and environmental wellbeing. Successful delivery will reduce inequalities of outcome.

The attached Schedule specifies the terms and conditions subject to which NHS Lanarkshire would be prepared to enter into an initial lease of the asset to Croy Community Hub Limited with a subsequent transfer of ownership of the asset. If you wish to proceed you must submit an offer to us at

**Property Services**

**Property and Support Services Division**

**Law House**

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**ML8 5EP**

by 17 February 2022. The offer must reflect the terms and conditions attached and may include such other reasonable terms and conditions as are necessary or expedient to secure the lease (with subsequent purchase) within a reasonable time.

**Right to appeal**

If you consider that the terms and conditions attached differ to a significant extent from those specified in your request, you may appeal to the Scottish Ministers.

Any appeal must be made in writing to

**The Scottish Ministers**

**Scottish Government**

**St. Andrew's House**

**Regent Road**

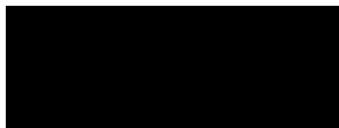
**Edinburgh**

**EH1 3DG**

by 14 September 2021, which is 20 working days from the date of this notice.

Guidance on making an appeal is available at [the Community Empowerment section of the Scottish Government website](#).

Yours faithfully



For and on behalf of NHS Lanarkshire



**Asset Transfer Request Under  
The Community Empowerment (Scotland) Act 2015**

**Schedule to Decision Notice**

Asset transfer request made by: Croy Community Hub Limited ('the Community Group')  
In relation to: the former Croy Clinic, 4 McSparran Road, Croy G65 9HN

1. The request shall proceed as a 2 stage transaction:
  - i. Lease of the property to the Community Group
  - ii. Transfer of ownership of property to the Community Group
2. The premises shall be used solely as a community hub by the Community Group, as outlined in the proposal contained in the Community Asset Transfer request. Any change in use will require prior written consent from NHS Lanarkshire ('the Board') which shall not be unreasonably withheld where such proposed use is consistent with the aims of the governing documents of the Community Group.
3. Each party shall bear its own costs and legal expenses in respect of this Community Asset Transfer request.

**Stage 1 – Lease to the Community Group**

4. Stage 1 to be a lease of the property to Croy Community Hub Limited ("the Tenant") for a period of 2 years
5. The lease commencement date shall be 1 September 2021
6. The lease is to be on Tenant full repairing and insuring terms.

The Schedule of Condition at Entry under the Licence to Occupy between The Scottish Ministers per Lanarkshire Health Board and Croy and Kilsyth Credit Union Limited, dated 25 June 2020 and 30 June 2020 shall be adopted and the Tenant shall repair and maintain the Property in the condition as evidenced therein so that it is at all times in at least such condition and, when necessary, but only in so far as required to maintain the Property in such condition, renew and rebuild the property, and leave the property in such condition should the lease be terminated.
7. Rent for Year 1 is to be £1, and for Year 2 is to be £2,000
8. The Tenant shall be permitted to sub-let part of the premises, any agreement of sub-lease to reflect the salient terms of the head lease. Any sub-lease shall be in alignment with the Objects

of the Group as outlined in the Articles of Association provided with the Community Asset Transfer request. The Tenant will not be permitted to sub-let the whole property.

9. A longstop date is to be incorporated in the lease, requiring progress to purchase of the property before 31 August 2023.

Should a funding bid be in progress by 31 August 2023 but the outcome not determined, the parties will be able to agree to an extension to the original term to facilitate conclusion of the bid. However, should the Community Group not be able to evidence to the satisfaction of the Board that funding is likely to be secured imminently, the Board will retain the right to terminate the lease and progress to dispose of the property on the open market (per the NHS Scotland Property Transactions Handbook).

10. Should funding be secured prior to 31 August 2023, the lease shall permit the Tenant to break and proceed to purchase, upon written notice, and purifying the conditions outlined at point 13 below to the satisfaction of the Board.

#### Sate 2 – Purchase by the Community Group

11. Stage 2 to be a purchase of the property at the agreed purchase price of £50,000.
12. No adjustments are to be made to the agreed price for any improvement works, movement in the market etc. if the purchase goes ahead within the agreed timescale.
13. The purchase will be conditional upon
  - i. Provision of financial information on the operation of the group between the date of inception and the date on which purchase is requested, demonstrating financial security of the group; and
  - ii. Provision of a comprehensive business plan which demonstrates the ability of the group to meet ongoing overheads/property costs associated with property ownership.

Both to be to the satisfaction of the Board.

14. The agreement of sale shall incorporate such provision as required by the Board's Property Adviser and Legal Adviser for clawback of the discount agreed against market value should the property be sold within a defined period.