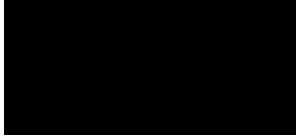


Turriff Town Pride / Turriff in Bloom Group



24th July 2023

Elaine Brown
Formartine Area Manager
45 Bridge Street
ELLON
AB41 9AA
Telephone: 01467 539508

elaine.brown@aberdeenshire.gov.uk

Dear 

ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT ACT DECISION NOTICE – AGREED

This Decision Notice relates to the asset transfer request made by Turriff Town Pride / Turriff in Bloom Group on 20 February 2023 in relation to the Former Depot at Station Road in Turriff. This is shown in the attached plan and outlined in blue.

Aberdeenshire Council ('the Council') has decided to **agree to** the request. The reasons for this decision are as follows:

The Council is satisfied that leasing the building and associated yard to you will support you in delivering civic pride related work and activities and that there is overall community benefit.

The Conditions of Lease attached and signed relative Schedule of Conditions attached to this Decision Notice specifies the terms and conditions subject to which the Council would be prepared to lease the building to you.

If you wish to proceed, you must submit an offer to the Council at formartine@aberdeenshire.gov.uk by no later than 27 December 2023. The offer must reflect the terms and conditions as are necessary or expedient to secure the lease within a reasonable time.

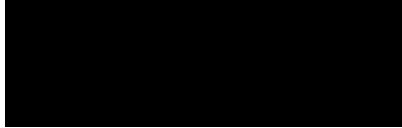
Right to Review and Appeal

If you consider that the terms and conditions contained in the Schedule of Conditions differ to a significant extent from those specified in your request, you may apply to the Council to review this decision in which event the Council are obliged to carry out a review of the case.

An application for review must be made in writing to the Council at formartine@aberdeenshire.gov.uk within 20 working days from the date of this notice.

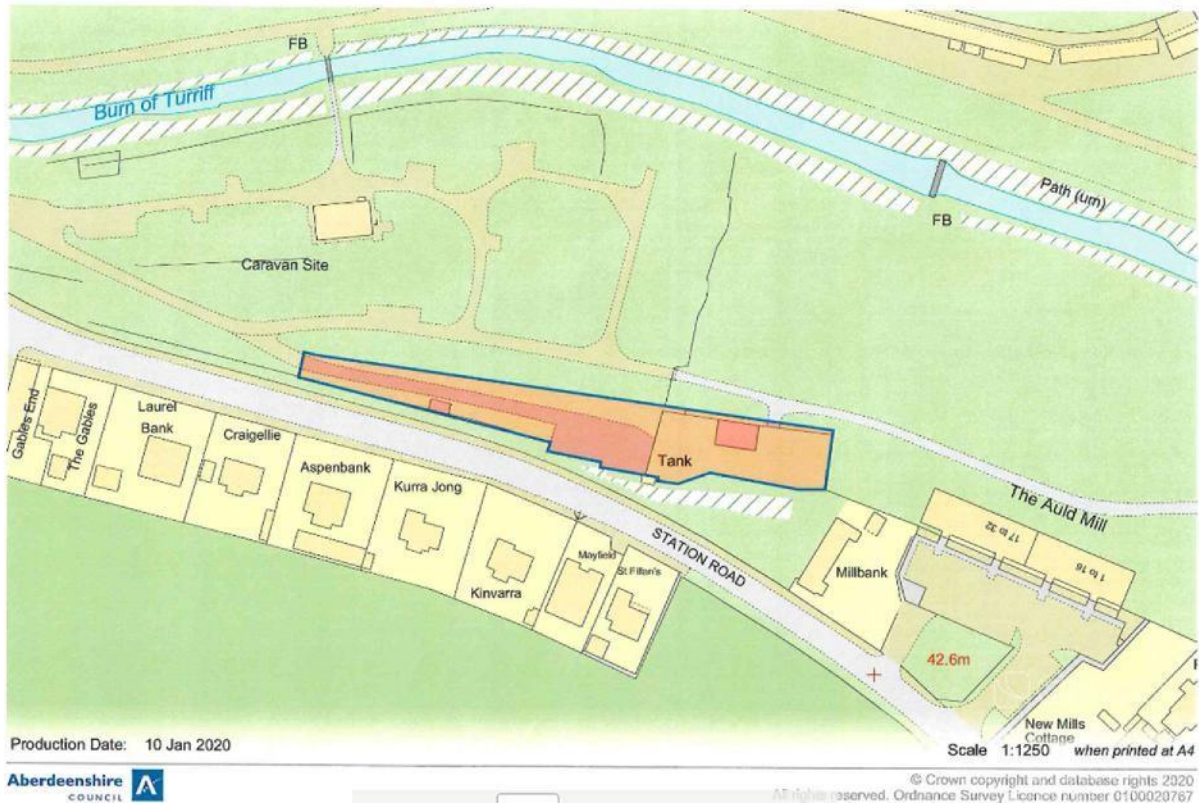
In the event of the Decision Notice which is issued following your making an application to the Council to review this decision specifies material terms or conditions which differ to a significant extent from those specified in your asset transfer request you are entitled to appeal to the Scottish Ministers. Guidance on making an application for review and appeal is available [here](#).

Yours sincerely,

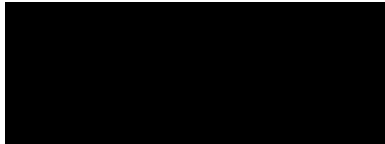


Elaine Brown
Formartine Area Manager

**ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT ACT
DECISION NOTICE – AGREED**



Yours sincerely,



Elaine Brown
Formartine Area Manager

LAND REGISTER OF SCOTLAND

Survey scale 1:1250

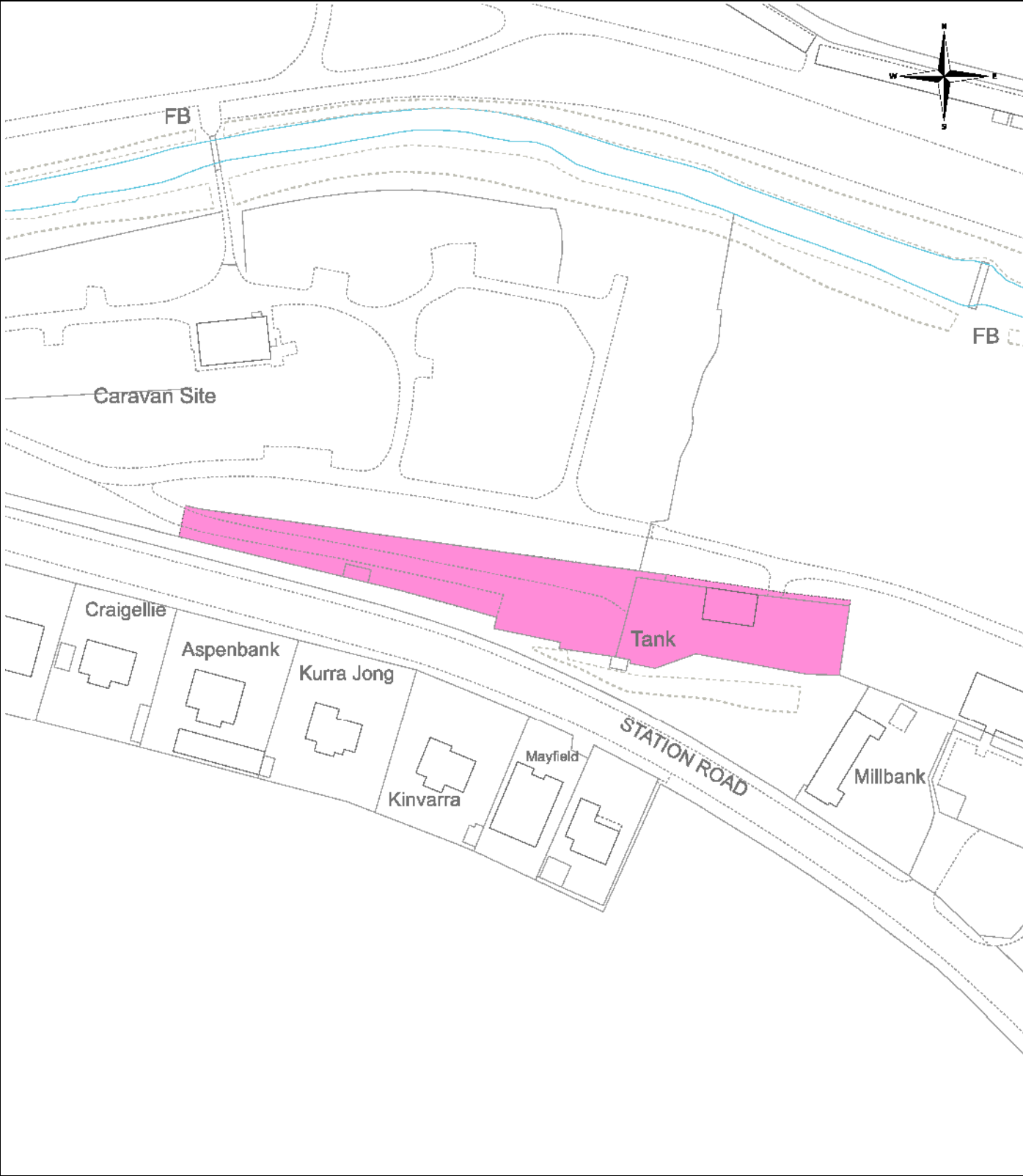
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25/06/2020

REQUEST NUMBER

372563 849147 372792 849411

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**ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT ACT
DECISION NOTICE – AGREED**

Schedule of Conditions

The Subjects:	The former Station Yard depot site and building extending to 0.2240 ha (0.55 acres) or thereby, all as shown coloured pink on the attached plan. Note that the retaining stone wall on the south side of Station Road does not form part of the subjects. The landlord reserves the right to enter the leased premises, subject to reasonable notice, to undertake any required maintenance to the wall.
Access to the Subjects:	From Station Road (part of the A947) via the access shared with Turriff Caravan Park and the private roads through the Caravan Park.
Car Parking:	Within the demise of the leased premises.
Lease Duration:	15 years.
Early termination of lease:	The lease will terminate in the event of the cessation or dissolution of the Group.
Date of Entry:	Upon completion of the lease.
Rent:	£1.00 per annum, if requested, payable annually in advance.
Rent Reviews:	None
Repairing Obligations:	The tenant will be responsible for both the internal and external maintenance and repair of the building including the requirement to maintain wind and watertight. The tenant will also be responsible for maintaining the remainder of the site. Upon expiry of the lease, the premises will be returned in no worse condition than that evidenced in a photographic schedule of condition to be prepared by the landlord prior to the commencement of the lease.
Service Charge:	None
Management Fee:	None
Permitted Use:	For the storage of gardening equipment and the growing of plants.
Hours of Operation:	Unlimited.
Alterations/Signage:	Prior written landlord's consent required for any internal/external alterations and signage, which consent will not be unreasonably withheld or delayed. The tenant will be responsible for obtaining any required planning consents or building warrants.
Alienation:	<p>Assignment of Whole: Permitted, subject to prior written landlord's consent which will not be unreasonably withheld or delayed.</p> <p>Assignment of Part: Prohibited</p> <p>Sub-Lease of Whole: Permitted, subject to prior written landlord's consent which will not be unreasonably withheld or delayed.</p> <p>Sub-Lease of Part: Prohibited</p>
Insurance:	The Council will insure the premises against standard perils and will recover the premium from the tenant. The tenant will carry public liability insurance.

Utilities:	The tenant will be the supply holder for all utilities serving the property and will be responsible for all charges from and after the date of entry.
VAT:	The rent quoted is exclusive of VAT if applicable.
Business Rates:	The property is not currently entered in the Valuation Roll. If the Assessor makes an entry, the tenant will be responsible for the payment of all Uniform Business Rates due, including any water and wastewater charges incurred by virtue of occupation of the premises.
Legal Costs:	Each party will pay their own legal expenses with the tenant liable for registration dues.

Yours sincerely,



Elaine Brown
Formartine Area Manager