

# Notice of Meeting and Agenda



## Community Asset Transfer Committee

**Venue:** Virtual Meeting,

**Date:** Thursday, 24 February 2022

**Time:** 10:00

**Executive Director : Place**

**Contact:**

Clerk Name: Democratic Services Team

Clerk Telephone:

Clerk Email: [democratic.services@midlothian.gov.uk](mailto:democratic.services@midlothian.gov.uk)

**Further Information:**

This is a meeting which is open to members of the public.

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## **1 Welcome, Introductions and Apologies**

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## **2 Order of Business**

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Including notice of new business submitted as urgent for consideration at the end of the meeting.

## **3 Declaration of Interest**

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Members should declare any financial and non-financial interests they have in the items of business for consideration, identifying the relevant agenda item and the nature of their interest.

## **4 Minute of Previous Meeting**

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None submitted

## **5 Public Reports**

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**5.1** Voluntary Community Asset Transfer - Report by Executive Director: Place 3 - 18

**5.2** Community Asset Transfer Request - St David's Brass Band SCIO - Report by Executive Director: Place 19 - 272

## **6 Private Reports**

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No items for discussion

## **7 Date of Next Meeting**

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To be announced

## **Voluntary Community Asset Transfer**

**Executive Director, Place**

**Report for Information**

### **1. Recommendations**

The Committee is asked to note the terms of this report.

### **2. Purpose of Report**

The purpose of the report is to advise members that community asset transfers may be achieved by agreement between the Council and community groups without requiring such groups to submit a formal application in terms of the Community Empowerment (Scotland) Act 2015, subject to compliance with the Disposal of Land by Local Authorities (Scotland) Regulations 2010 and related Scottish Government Guidance.

- **Date:** 10 February 2022

**Report Contact:**

William Venters, Principal Solicitor, 0131-271-3075

[William.Venters@midlothian.gov.uk](mailto:William.Venters@midlothian.gov.uk)

### 3. Background

3.1 On 2 October 2018 Council agreed the arrangements for determining formal requests for community asset transfers made under the 2015 Act as follows:

- (a) all members be notified when a formal application for an asset transfer had been made and be allowed to make representations should they wish to do so prior to a formal decision being made by the Asset Transfer Committee;
- (b) officers (Community Management Assessment Group) would compile a report on any competent bid and the Director, Resources (now Executive Director, Place) would make a recommendation to the Asset Transfer Committee for determination;
- (c) an Asset Transfer Committee be established to consider those applications deemed competent by the relevant officers. The committee would then decide whether to accept, reject or modify the officer recommendations;
- (d) an Asset Transfer Review Committee be established to consider any appeal received from an Applicant as a result of a decision by the Asset Transfer Committee;
- (e) the Asset Transfer Review Committee comprise of 6 named Elected Members (1 from each Ward and who would not be a Member of The Asset Transfer Committee);
- (f) the remaining six elected Members act as a potential Substitute for either of the aforementioned Committees; and;
- (g) the Community Asset Transfer Framework to be used for assessing competent bids in terms of Best Value themes.

The report to Council noted that Scottish Government Statutory Guidance on community asset transfer did not rule out the possibility of voluntary agreement between community groups and relevant authorities. Thus, despite the introduction of a statutory scheme, much of the previous best practice in relation to community asset transfer continues to apply.

3.2 The assessment framework approved by Council recognises that a community asset transfer will apply to all transfers of land or buildings from the Council to a community group at below market value and involves the transfer of responsibility for an asset from the Council to a community group by way of either a transfer of management responsibility, short or long term lease or outright ownership. The type of transfer will be dependent on the individual circumstances of the community group and their proposals. In many cases a phased approach to transfer will be appropriate and a community group may start out with a management agreement before moving to a longer term lease or alternatively could move from a lease to outright ownership.



- 3.3** Since October 2018 the Council's practice has been to consider all requests for community asset transfers under the 2015 Act thus requiring community groups to make a formal application. This is to ensure transparency in decision making. However, a more flexible approach is feasible in terms of the Council's Scheme of Delegation and the 2010 Regulations. Subject to compliance with the 2010 Regulations, if the Council and community group can agree to an asset transfer then it is unnecessary for the community group to make a formal request under the 2015 Act.
- 3.4** Officers met with counterparts from Dundee City Council on 8<sup>th</sup> September 2021 who confirmed their practice of undertaking voluntary community asset transfers in accordance with the 2010 Regulations without going through the formal process in the 2015 Act. However, in order to ensure transparency in the decision making process their officers reported on voluntary transfers to the Development Committee rather than their Community Asset Transfer Committee which only considered formal applications under the 2015 Act.

#### **4 Scheme of Delegation**

- 4.1** In terms of the Council's Scheme of Delegation, the Executive Director, Place has delegated authority for:
- (a) negotiating, agreeing and signing all offers to let property where the length of lease is up to twenty five years and where the rent is no more than £25,000 per annum;
  - (b) negotiating and concluding terms to renew or extend leases where it is beneficial to the Council;
  - (c) authorising the assignation of leases where the Council is Landlord; and
  - (d) in conjunction with the relevant Cabinet portfolio-holder and Members within whose interest the land or property is held, for property authorised to be sold, market, negotiate and agree terms of sale up to a value of £750,000.

As can be seen, the Executive Director, Place has a wide remit to authorise the disposal of Council property (whether by lease or sale) which includes for less than the best consideration but in doing so must comply with the 2010 Regulations.

#### **5 The Disposal of Land by Local Authorities (Scotland) Regulations 2010**

- 5.1** The Regulations make provision for the disposal by local authorities of land and buildings for a consideration less than the best that can reasonably be obtained.

- 5.2** Disposals are permitted at less than best consideration where either:
- (a) the best consideration that can reasonably be obtained is less than £10,000 (the threshold amount); or
  - (b) the proposed consideration is less than 25% of the best consideration (the marginal amount) ; or
  - (c) the local authority has carried out an appraisal of the proposed disposal and is satisfied that the disposal for that consideration is reasonable and it is likely to contribute in respect of the whole or any part of the area of the local authority or any persons resident or present in its area to the promotion or improvement of;
    - (i) economic development or regeneration;
    - (ii) health;
    - (iii) social well-being; or
    - (iv) environmental well-being.

It is important to note that whilst disposals within the 'threshold' and 'marginal amounts' do not require a detailed appraisal in terms of the 2010 Regulations it is considered this would still be required to meet Best Value and the general fiduciary obligations to council tax payers.

## **6. Best Value**

- 6.1** It is well known that Best Value does not always mean the highest price and Councils can sell or lease land at less than market value where it can be shown that public benefits can be obtained.
- 6.2** The Scottish Government has provided guidance on the 2010 Regulations. This emphasises that local authorities are required to fulfil their statutory duties under Best Value as set out in the Local Government in Scotland Act 2003. The 2010 Regulations are consistent with the duty to secure Best Value, and relevant aspects include:
- (a) making the best use of public resources, including land and property;
  - (b) being open and transparent in transactions;
  - (c) ensuring sound financial controls are in place to minimise the risk of fraud or error;
  - (d) assessing the full financial consequences of decisions at an appropriate level before major financial decisions are taken or commitments entered into; and
  - (e) demonstrating responsiveness to the needs of communities, citizens, customers and other stakeholders, where relevant.
- 6.3** The guidance advises that all local authorities should have arrangements in place, including schemes of delegation where appropriate, to deal with disposals of land at less than best consideration

and that local authorities are expected to be open, transparent and fair in all of their transactions and have regard to subsidy control rules (formerly known as 'State Aid' pre-Brexit). Whilst a discounted price or rent can be regarded as a subsidy it is unlikely any rules would be breached given that such a form of subsidy to a community group would not affect international trade.

- 6.4** The guidance includes an example appraisal which can be used to assist in determining whether the Council should agree to a proposal in accordance with the Scheme of Delegation and 2010 Regulations. This is set out in Appendix C and can be aligned with the Council's Assessment Tool for community asset transfers which was approved in October 2018 and is in Appendix D for ease of reference.
- 6.5** As with formal requests for community asset transfers there needs to be transparency in decision making. It is considered that this can be achieved by detailed reporting on proposals to the Executive Director, Place for approval in terms of the Scheme of Delegation. This would be on the basis that reports and decisions will be disclosable under freedom of information rules given the public interest.

## **7 Process**

- 7.1** Members will be aware that the 2010 Regulations and Best Value need to be considered as part of the consideration of formal applications for asset transfer under the 2015 Act. The same considerations will apply for voluntary community asset transfers.
- 7.2** Initial expressions of interest by a community group in an asset together with appropriate supporting information would be considered in the first instance by officers on the Community Management Assessment Group. If the Group considered that a voluntary transfer should be pursued then relevant officers would prepare a delegated authority report for the Executive Director, Place to consider under the Scheme of Delegation. The report would be based on the appraisal and assessment tool referred to in section 6.4 above and set out the terms and conditions of the asset transfer.
- 7.2** The Executive Director, Place would consult with the members in the ward in which the property is located in deciding whether or not to approve a proposed voluntary transfer. Once the proposal is approved Legal Services would be instructed to proceed with the asset transfer to the community group.
- 7.3** In order to aid transparency the reports and decisions in relation to voluntary asset transfers would be posted on the Council's website in the Community Asset Transfer section.
- 7.4** The existing resources and processes that are in place for consideration of applications made under the 2015 Act can be adapted for the voluntary asset transfer approach.

## **8 Report Implications (Resource, Digital and Risk)**

### **8.1 Resource**

It is anticipated that consideration of potential voluntary asset transfers can be done within the existing resources and processes which are in place for formal applications under the 2015 Act.

### **8.2 Digital**

None

### **8.3 Risk**

None

### **8.4 Ensuring Equalities (if required a separate IIA must be completed)**

This report falls within the scope of an existing IIA contained within Appendix 4 of the report to Council in October 2018 and supports the equalities outcomes of the Single Midlothian Plan.

### **8.5 Additional Report Implications (See Appendix A)**

See Appendix A

## **Appendices**

**Appendix A – Additional Report Implications**

**Appendix B – Background information**

**Appendix C – Example of Criteria**

**Appendix D – Scoring Template**

## APPENDIX A – Report Implications

### A.1 Key Priorities within the Single Midlothian Plan

Council decisions on asset transfers will be made in relation to the extent that the transfer supports the strategic priorities of the Single Midlothian Plan.

### A.2 Key Drivers for Change

Key drivers addressed in this report:

- Holistic Working
- Hub and Spoke
- Modern
- Sustainable
- Transformational
- Preventative
- Asset-based
- Continuous Improvement
- One size fits one
- None of the above

### A.3 Key Delivery Streams

Key delivery streams addressed in this report:

- One Council Working with you, for you
- Preventative and Sustainable
- Efficient and Modern
- Innovative and Ambitious
- None of the above

### A.4 Delivering Best Value

Using the Scheme of Delegation and the 2010 Regulations to support community asset transfer is consistent with the duty to secure Best Value.

### A.5 Involving Communities and Other Stakeholders

Using the Scheme of Delegation and the 2010 Regulations to facilitate community asset transfer can empower communities to be involved in utilising council assets.

### A.6 Impact on Performance and Outcomes

The existing Scheme of Delegation and 2010 Regulations can be used to support community asset transfers which can have a positive impact on the performance and outcomes of the authority.

**A.7 Adopting a Preventative Approach**

The Scheme of Delegation and 2010 Regulations can be used to enable community groups to utilise the council's assets to deliver preventative programmes of activity.

**A.8 Supporting Sustainable Development**

A key part in assessing whether the Council can agree to a community asset transfer will be based on the extent to which the transfer contributes to sustainable development.

## APPENDIX B

### Background Papers

[General Guidance by Scottish Government in relation to the Disposal of Land by Local Authorities \(Scotland\) Regulations 2010 dated May 2010.](#)

[Scheme of Delegation to Officials approved by Council on 27 September 2016.](#)

[Report on Community Asset Transfer Framework made to Council on 2 October 2018.](#)





## APPENDIX C

### **EXAMPLE OF THE CRITERIA FOR CONSIDERATION WHEN MAKING AN ASSESSMENT OF A PROPOSAL TO DISPOSE OF LAND FOR LESS THAN BEST CONSIDERATION THAT CAN REASONABLY BE OBTAINED.**

Under Best Value obligations, local authorities are expected to demonstrate sound governance at a strategic, financial and operational level. The following criteria maybe of help to a local authority in drawing up their assessment of a proposed disposal at less than the best consideration that can reasonably be obtained. This is a guide only and the local authority will want to determine what is appropriate and proportionate in each case.

1. A plan and/or written description of the site and buildings, its physical characteristics, location and surroundings.
2. Details of the current use of the land.
3. The best consideration that can reasonably be obtained for the interest as assessed by a qualified valuer (i.e. a chartered Member of, or is authorised to practice by, the Royal Institution of Chartered Surveyors) and the date that this assessment was obtained.
4. Details (where applicable) of the key terms and any restrictions imposed by the authority regarding the disposal, including any clawback provisions.
5. Details about the purchaser: name of the person or organisation, aims and objectives, Board or governance structure, how it is funded and whether charitable status is held etc.
6. An outline of what the purchaser intends to do with the land and whether there has been involvement of local people/service users.
7. A copy of the most recent accounts (if available) or written evidence that the purchaser is financially able to maintain, renovate, etc. the land to be disposed of or leased.
8. Details of the options appraisal and cost benefit analysis carried out by the local authority including any alternative use for the land, (e.g. a copy of the options appraisal report and Committee/Council decision/Minute).
9. Details of the inclusion of the proposed land disposal within the authority's asset management plan.
10. Details of how the disposal at less than best consideration that can reasonably be obtained, will contribute to one or more of the purposes set out in Regulation 4(2) of the Regulations.
11. An indication of the local demand for these services and details of any known opposition or support for the proposal and the measures (if applicable) taken by the authority to deal with the opposition.
12. Confirmation the disposal complies with the European Commission's State aid rules.
13. When using arm's length organisations to deliver services, information on their views and option appraisals taking account of the COSLA/Accounts Commission Code of Guidance on Funding External Bodies and Following the Public Pound.



**APPENDIX D**

<b>Name of CTB making the asset transfer request:</b>	
<b>Land to which this asset transfer request relate:</b>	
<b>Validation date:</b>	
<b>Date of assessment:</b>	
<b>Assessed by:</b>	

<b>Projects Objectives</b>	<b>Evidence</b>	<b>Assessment Score 1-5 (1-Weak, 5-Very Strong)</b>
<b>Do the project objectives meet the Single Midlothian Plan objectives?</b> <ul style="list-style-type: none"> <li>• Reduce the economic circumstances gap</li> <li>• Reduce the gap in learning outcomes</li> <li>• Reduce the gap in health outcomes</li> <li>• Reduce carbon emissions in Midlothian to net zero by 2030</li> </ul>		
<b>Value to relevant authority in existing use of asset?</b> <ul style="list-style-type: none"> <li>• Feasibility and cost of relocation of services elsewhere</li> <li>• Potential revenue savings arising from transfer</li> </ul>		<b>(if high value to Council score 0, no or little value 5)</b>
<b>Value for alternative use/redevelopment</b>		<b>(if high value to Council score 0, no or little value 5)</b>
<b>Value for proposed and other community benefits</b>		
<b>Level of community benefits</b>		

<ul style="list-style-type: none"> <li>• Extent of community served</li> <li>• Nature of benefits to be delivered</li> <li>• Community need/demand for the services</li> </ul>		
<b>Likelihood that benefits will be delivered over a 5 year period</b> <ul style="list-style-type: none"> <li>• Strength of organisation</li> <li>• Sustainability of business plan/project</li> <li>• Sources and level of funding support</li> </ul>		
<b>Impact of project failure</b> <ul style="list-style-type: none"> <li>• To surrounding local environment</li> <li>• To reputation of the parties</li> <li>• To the service users'/relevant authority's objectives</li> </ul>		<b>If the impact of project failure is high, it scores 0.</b>
<b>7 Best Value themes</b>	<b>Evidence</b>	<b>Score 1-5 (1-Weak, 5-Very Strong)</b>
<b>Vision and Leadership – does the organisation have in place a clear vision and plan for what it will do to contribute to the delivery of improved outcomes for Scotland?</b>		
<b>Effective Partnerships – does the organisation have a collaborative approach to the challenges that communities face?</b>		
<b>Governance and Accountability – can the organisation demonstrate structure, policies and leadership behaviours?</b>		
<b>Use of resources – how does the organisation demonstrate effective management of all resources to deliver on outcomes?</b>		
<b>Performance management – does the organisation have robust arrangements in place to monitor and report on outcomes?</b>		
<b>Sustainability – what is the organisation doing to contribute to sustainable development?</b>		

<b>Equality – has the organisation taken consideration of an embedded equality issues into its strategy?</b>		
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<b>Recommendations:</b>	•
<b>Conditions:</b>	•

<b>Score</b>	<b>Overview of evidence</b>
<b>5, Very strong</b>	<ul style="list-style-type: none"> <li>• Governance and financial arrangements are strong and sustainable</li> <li>• Best Value characteristics are evidenced throughout the overall approach</li> <li>• Related project benefits are very robust and demonstrate value for money</li> </ul>
<b>4, Strong</b>	<ul style="list-style-type: none"> <li>• Governance and financial arrangements are sound and sustainable</li> <li>• Best Value characteristics are in evidence in the proposal</li> <li>• Related projected benefits are demonstrated well and represent value for money</li> </ul>
<b>3, Moderate</b>	<ul style="list-style-type: none"> <li>• Governance and financial arrangements are in place and acceptable</li> <li>• Best Value characteristics have been considered as part of the proposal</li> <li>• Related projected benefits are acceptable and could lead to value for money</li> </ul>
<b>2, Weak</b>	<ul style="list-style-type: none"> <li>• Governance and financial arrangements are weak</li> <li>• Best Value characteristics are not well demonstrated in the proposal</li> <li>• Related projected benefits are not based on robust information and demonstrate questionable value for money</li> </ul>
<b>1, Poor</b>	<ul style="list-style-type: none"> <li>• Governance and financial arrangements are poor</li> <li>• There is little evidence of Best Value characteristics in the proposal</li> <li>• Related projected benefits are ill defined and/or unrealistic and do not demonstrate value for money</li> </ul>



## **Community Asset Transfer Request: St David's Brass Band SCIO**

**Report by Kevin Anderson, Executive Director, Place**

### **1 Purpose of Report**

The purpose of this report is for members to consider the Community Asset Transfer (CAT) request (**see Appendix 1**) made by St David's Brass Band, a Scottish Charitable Incorporated Organisation (SCIO), for the transfer in ownership of Vogrie Hall and adjacent ground at 33 Vogrie Road, Gorebridge, EH23 4HH from the Council to the Band. The extent of the property is shown In Appendix 2.

### **2 Background**

#### **2.1 Community Empowerment Act (Scotland) 2015**

In deciding whether to agree to or refuse a CAT request, the Council must consider the following:

- (a) the reasons for the request;
- (b) any other information provided in support of the request;
- (c) whether agreeing to the request would be likely to promote or improve:-
  - economic development
  - regeneration
  - public health
  - social wellbeing
  - environmental wellbeing, or
  - whether agreeing to the request would be likely to reduce socio-economic inequalities
- (d) any other benefits that might arise if the request were agreed to;
- (e) how the request relates to the authority's duties under Equalities Legislation; and
- (f) any obligations that may prevent, restrict or otherwise affect the authority's ability to agree to the request.

In reaching its decision, the Council must compare the benefits of the community transfer body's proposals with the benefits that might arise from any alternative proposal. Alternative proposals may be another asset transfer request; another proposal made by the Council; continuing the existing use or disposal on the open market.

As well as assessing the benefits which the proposed CAT may deliver the Council must also assess whether the community transfer body is able to successfully deliver the project, and make it sustainable.

Importantly, the Act requires the Council to agree a CAT request unless there are reasonable grounds for refusing it.

A key part of the Council's financial strategy is the rationalisation of land and buildings. Council policy is to consider Asset Transfer for halls and pavilions that meet approved criteria. A transfer will reduce future financial burdens to the Council associated with these facilities.

## **2.2 St David's Brass Band SCIO**

The application is being made by St David's Brass Band SCIO registered charity SC047976. The organisation is run by a Board of Directors. St David's Brass Band SCIO have been operating for 40 years and operating out of Vogrie Hall, for the last 10 years. Membership is open to all of Midlothian and those living in the environs.

## **2.3 St David's Brass Band SCIO request**

St David's Brass Band SCIO have applied for the transfer in ownership of Vogrie Hall together with land surrounding the building as shown in Appendix 1. The proposal is to use the building and land for the provision of an expressive arts centre, with community use for benefit of Midlothian residents and those living in the surrounding area.

The application was received on 4<sup>th</sup> January 2021 and due to the Council providing critical service delivery only as per Covid 19 Guidance the application was not progressed at that time. An email was issued to this effect to the applicants. After due diligence checks, the Council validated the application on 11<sup>th</sup> October 2021. The Council has 6 months from the validation date to make a decision (i.e. by 10 April 2022).

Elected members for Midlothian South and Gorebridge and District Community Council were informed of the community asset transfer request. In addition, a notice of asset transfer request was uploaded to the Council website on 17<sup>th</sup> November 2021 and a hard copy of the document was attached to Vogrie Hall. No representations were made to the Council by the deadline date 14<sup>th</sup> December 2021.

## **3 Assessment**

An assessment panel consisting of officers met on 15<sup>th</sup> December 2021 and completed a scoring exercise against the assessment framework (**see Appendix 3**). The assessment panel requested a more detailed business plan (**see Appendix 4**) to be submitted in advance of the Community Management Assessment Group (CMAG) meeting on 25 January 2022.

Following full consideration of the panel's assessment and updated business plan, CMAG, comprising officers from Communities, Estates, Finance,



Education and Land Resources, recommended that the application be approved for the following reasons:

- the assessment panel scored 40 out of a possible 70 point score (57%) which demonstrates that the proposal is likely to achieve best value and comply with the Disposal of Land by Local Authorities (Scotland) Regulations 2010, as noted in section 3.2 below;
- St David's Brass Band will provide locally accessible expressive arts and community facilities;
- the asset transfer will provide a saving to the Council in relation to the cost of repairs (£537,493) the building;
- the asset transfer would ensure that the Council's liabilities for maintenance, repair, renewal and insurance would pass to St David's Brass Band SCIO;
- the asset will be available for community use as St David's Brass Band SCIO have secured £275,000 to refurbish the building from grants and a private donation; and
- The transfer of halls and pavilions, of which Vogrie Hall is one, is part of the Council's financial strategy.

In accordance with the Council's approved governance framework, CMAG's recommendation needs to be reported to the committee to determine whether or not to approve the asset transfer.

### **3.2 Valuation and Heads of Terms for Transfer**

The building is not in a fit state of repair for use, therefore it is currently closed to the public and cannot be leased without remedial works being carried out; consequently, the Council is not receiving any income for the premises.

In terms of the 2010 Regulations, the Council may dispose of land for a consideration less than the best that can reasonably be obtained if it is satisfied that the consideration is reasonable, and the disposal is likely to contribute to any of the purposes set out below in respect of the whole or any part of the area of the Council or any persons resident or present in its area. Those purposes are the promotion or improvement of—

- (a) economic development or regeneration;
- (b) health;
- (c) social well-being; or
- (d) environmental well-being.

It is considered that the transfer for a consideration of £1000 is reasonable given the potential financial savings to the Council as indicated above and it is likely to promote or improve economic development or regeneration, health, social wellbeing and environmental wellbeing in Gorebridge and the surrounding area.

Subject to detailed legal terms and conditions, the proposed heads of terms for a transfer in ownership to St David's Brass Band SCIO are:

- the consideration is £1000.00;

- the date of transfer or entry is to be agreed;
- the property shall be used as an expressive arts centre which includes use for band rehearsals, concerts and competitions and providing additional community facilities for the benefit of Midlothian residents and those living in the surrounding areas and for no other purpose unless with the written consent of the Council;
- the Band be required to obtain all necessary statutory consents (including planning consent and building warrants) for any changes to the existing building and the proposed use;
- the Band be responsible for any rates, insurance and utility charges applicable to the property and for keeping the building in a good and substantial repair;
- the Band repair and refurbish Vogrie Hall in accordance with the phased approach detailed in their application within a reasonable time;
- the Band be required to pay the Council 100% of the uplift in value in the event that a planning permission alternative to the proposed use is granted in the future;
- the transfer is subject to the current lease which the Council has with Scottish Power for the substation sited within the curtilage of Vogrie Hall. Scottish Power has a lease with the Council until 13<sup>th</sup> October 2038;
- certain provisions be included as title conditions as outlined in section 4.2 below; and
- the Band pay the Council's in house legal fee of £1000 plus reasonable disbursements.

## **4 Report Implications**

### **4.1 Resource**

St David's Brass Band SCIO has suggested an asset transfer value of £1,000. Members will wish to consider whether the benefits of the proposed expressive arts centre with additional community facilities to be provided to Midlothian residents and the wider community together with the financial savings offers best value.

St David's Brass Band SCIO have secured £275,000 in funding to refurbish the building from grants and a private donation which would not be available through the Council.

### **4.2 Risk**

If the transfer is not agreed, the Council will continue to incur the maintenance, utility and rates for the building. The proposed transfer of ownership would remove maintenance, repair, renewal and reinstatement liabilities for the Council and place these on St David's Brass Band SCIO.

Estates currently value the site at a market value of £100,000.

In the event that members agree the transfer for a nominal consideration of £1000.00 this would need to be subject to a condition that the use of the property must be restricted in all time coming to the sole purpose of an expressive arts centre which includes use for band rehearsals, concerts and competitions and additional community facilities on a not for profit basis. It is

considered necessary in order protect the Council's interest to include this condition in the disposition to be granted in favour of St. David's Brass Band as an economic development burden (EDB) under section 45 of the Title Conditions (Scotland) Act 2003. It is generally accepted that the legislation allows a broad approach to the securing of economic benefit. The asset transfer would promote social inclusion/cohesion in the community which is vital for the economic future of Midlothian.

It is also recommended that as an added protection an overage provision is inserted into the disposition in favour of St. David's Brass Band as the Council is fulfilling its obligation to obtain best value from the transfer of the asset at a nominal value. The provision would provide that in the event of any sale for an alternative use, the Council would receive a 100% of the uplift in value, i.e. the difference in value between the land as an expressive arts and community centre and the value with the proposed change of use.

Lastly, it is also recommended that the EDB provide that the Band shall, in all time coming keep the property (a) in good and substantial condition and repair and will, as and when necessary, reinstate and rebuild the property, all in accordance with good building practice and all applicable legislation and regulation; and (b) insured with a reputable insurance provider against all normal commercial risks to the sight and reasonable satisfaction of the Council.

#### **4.3 Single Midlothian Plan and Business Transformation**

Themes addressed in this report:

- Community safety
- Adult health, care and housing
- Getting it right for every Midlothian child
- Improving opportunities in Midlothian
- Sustainable growth
- Business transformation and Best Value
- None of the above

#### **4.4 Key Priorities within the Single Midlothian Plan**

The assessment has confirmed that the asset transfer will deliver improved learning and health outcomes.

#### **4.5 Impact on Performance and Outcomes**

This asset transfer will have a positive impact through co-production on the performance and outcomes of the authority.

#### **4.6 Adopting a Preventative Approach**

This asset transfer will provide limited preventative programmes of activity.

#### **4.7 Involving Communities and Other Stakeholders**

The applicant received 148 responses to a community survey and numerous letters of support from community organisations

The community council and elected members were notified of the application and no objections or queries were raised.

#### **4.8 Ensuring Equalities**

A full Integrated Impact Assessment has been considered for this asset transfer and concludes that it will have no negative impact on equalities. This is included in Appendix 5.

#### **4.9 Supporting Sustainable Development**

This asset transfer will have limited impact on sustainable development in Midlothian.

#### **4.10 Digital Issues**

There are no digital issues arising from this report.

### **5 Recommendations**

It is recommended that the committee agree to transfer ownership in Vogrie Hall and adjacent grounds to St David's Brass Band SCIO subject to:

1. the conditions referred to in sections 3.2 and 4.2 of this report; and
2. such other reasonable legal terms and conditions as the Executive Director, Place may consider necessary in order to protect the Council's interest.

**24 February 2022**

**Report Contact:** Annette Lang  
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[Annette.lang@midlothian.gov.uk](mailto:Annette.lang@midlothian.gov.uk)

- Appendix 1:** St David's Brass Band SCIO Asset Transfer Request
- Appendix 2:** Maps of building and land highlighted in yellow
- Appendix 3:** St David's Brass Band SCIO Assessment Framework
- Appendix 4:** St David's Brass Band SCIO revised business plan
- Appendix 5:** Integrated Impact Assessment



# ST DAVID'S BRASS BAND SCIO

## MIDLOTHIAN COUNCIL ASSET TRANSFER REQUEST

### VOGRIE HALL, GOREBRIDGE





<b>DATE</b>	<b>PAGE REFERENCE</b>	<b>REVISION</b>
10 <sup>th</sup> October 2021	Section 1 – Page 2	Item 1.3 – Email address updated
10 <sup>th</sup> October 2021	Section 3 – Page 7	Item 3A – Proposed price, amended to £1,000 (One Thousand Pounds)
10 <sup>th</sup> October 2021	Section 4.4 – Page 24	Added – Additional 2 Community Organisations which have expressed interest in using Vogrie Hall
10 <sup>th</sup> October 2021	Section 5 – Page 30	Added - Note re membership list
10 <sup>th</sup> October 2021	Section 5 – Page 37	Added – Additional 2 Community Organisations which have expressed interest in using Vogrie Hall
10 <sup>th</sup> October 2021	Section 6 – Page 39	Added – Value of Anonymous donation
10 <sup>th</sup> October 2021	Section 6 – Page 39	Added – Conditional Grant Offers received
10 <sup>th</sup> October 2021	Section 6 – Page 39	Added – Grant awards received
10 <sup>th</sup> October 2021	Appendices	Added – No.5 – Membership List
10 <sup>th</sup> October 2021	Appendix 5	Added – Membership List
10 <sup>th</sup> October 2021	Appendix 6 – Funding	Added – Charities Aid Foundation (CAF) Remittance Note
10 <sup>th</sup> October 2021	Appendix 6 – Funding	Added - Conditional Grant Offer Fife Environment Trust
10 <sup>th</sup> October 2021	Appendix 6 – Funding	Added - Conditional Grant Offer Clackmannanshire & Stirling Environment Trust
10 <sup>th</sup> October 2021	Appendix 6 – Funding	Added – Grant Award, People’s Postcode Trust
10 <sup>th</sup> October 2021	Appendix 6 – Funding	Added – Grant Award, Foundation Scotland

**COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015**  
**MIDLOTHIAN COUNCIL ASSET TRANSFER REQUEST FORM**

**IMPORTANT NOTES:**

This form should be used for asset transfer requests for any land or buildings in Midlothian.

You do not need to use this form to make an asset transfer request, but using a form will help you to make sure you include all the required information.

You should read the asset transfer guidance provided by the Scottish Government before making a request.

You are strongly advised to contact the Communities Team and discuss your proposals with them before making an asset transfer request.

When completed, please send:

**Via email to:**

[communities.team@midlothian.gov.uk](mailto:communities.team@midlothian.gov.uk)

**Or mail to:**

Alasdair Mathers  
Communities Team  
Fairfield House  
Dalkeith  
Midlothian  
EH22 3AA







# SECTION 1



**This is an asset transfer request made under Part 5 of the Community Empowerment (Scotland) Act 2015.**

**Section 1: Information about the community transfer body (CTB) making the request**

1.1 Name of the CTB making the asset transfer request

St David's Brass Band SCIO

1.2 CTB address. This should be the registered address, if you have one.

Postal address:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.3 Contact details. Please provide the name and contact address to which correspondence in relation to this asset transfer request should be sent.

Contact name: [REDACTED]

Postal address:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

We agree that correspondence in relation to this asset transfer request may be sent by email to the email address given above. *(Please tick to indicate agreement)*

1.4 Please mark an "X" in the relevant box to confirm the type of CTB and its official number, if it has one.

	Company, and its company number is .....	
X	Scottish Charitable Incorporated Organisation (SCIO), and its charity number is .....	SC047976
	Community Benefit Society (BenCom), and its registered number is .....	
	Unincorporated organisation (no number)	

Please attach a copy of the CTB's constitution, articles of association or registered rules.

St David's Brass Band SCIO has the funding in place to purchase and renovate Vogrie Hall. It submits this CAT constitution model as it provides protection to the band and its investment whilst offering access and opportunities to other community groups and individuals.

(Refer to appendix 1 and accompanying note)

1.5 Has the organisation been individually designated as a community transfer body by the Scottish Ministers?

No

Yes

Please give the title and date of the designation order:

1.6 Does the organisation fall within a class of bodies which has been designated as community transfer bodies by the Scottish Ministers?

No

Yes

If yes what class of bodies does it fall within?

# SECTION 2



## Section 2: Information about the land and rights requested

2.1 Please identify the land to which this asset transfer request relates.

- *You should provide a street address and any name by which the land or building is known.*
- *If you have identified the land on the Midlothian Council community asset map please note the property id number:  
<https://midlothian.maps.arcgis.com/apps/webappviewer/index.html?id=0c1272e9ec1c413aaed177dd3d787395>*
- *Please include a site plan showing the area to be acquired, adjoining properties. This should be to scale 1:500/ 1:1250 and show the direction North, and the boundary of the land required must be clearly marked*
- *If you are requesting part of a piece of land, you must give a full description of the boundaries of the area to which your request relates. If you are requesting part of a building, please make clear what area you require. A drawing may be helpful.*

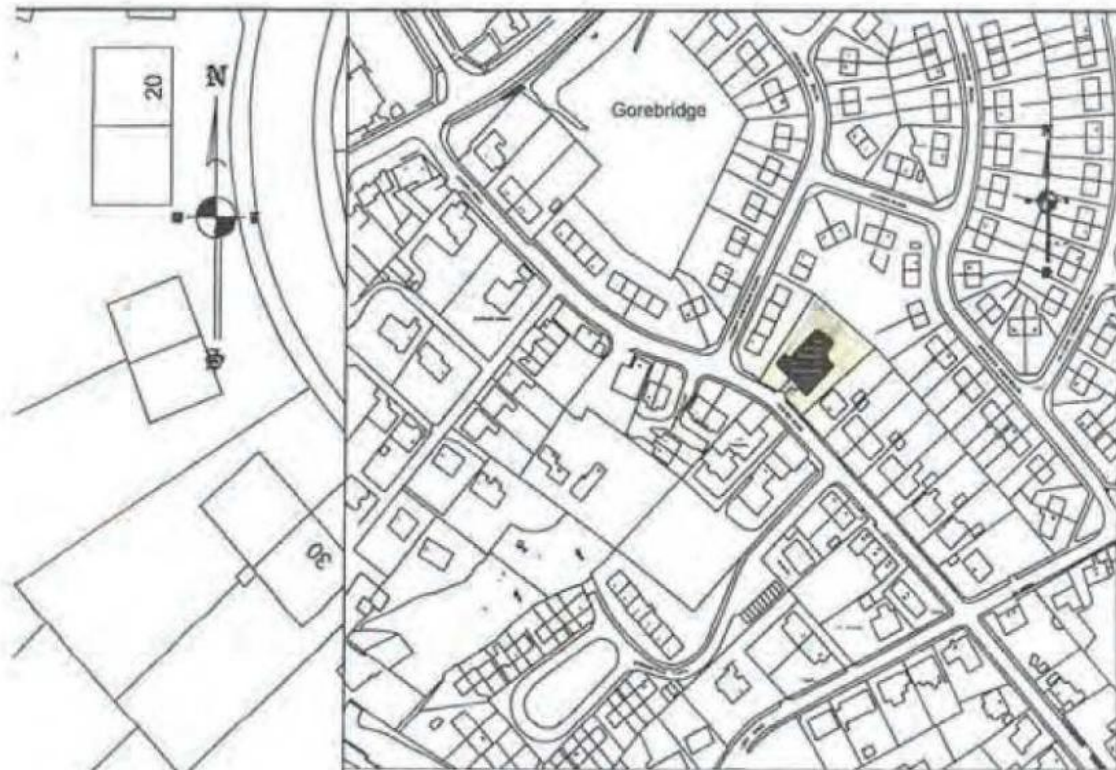
Vogrie Hall  
33 Vogrie Road  
Gorebridge  
Midlothian  
EH23 4HH

2.2 Please provide the Property ID (Prop\_ID), if known.

Prop\_ID: 000166







LOCATION PLAN SCALE 1:2500

THIS IS THE  
 FOREGOING  
 RELATIVE  
 SIGNATURE  
 DATED

*[Redacted Signature]*

16/10/12

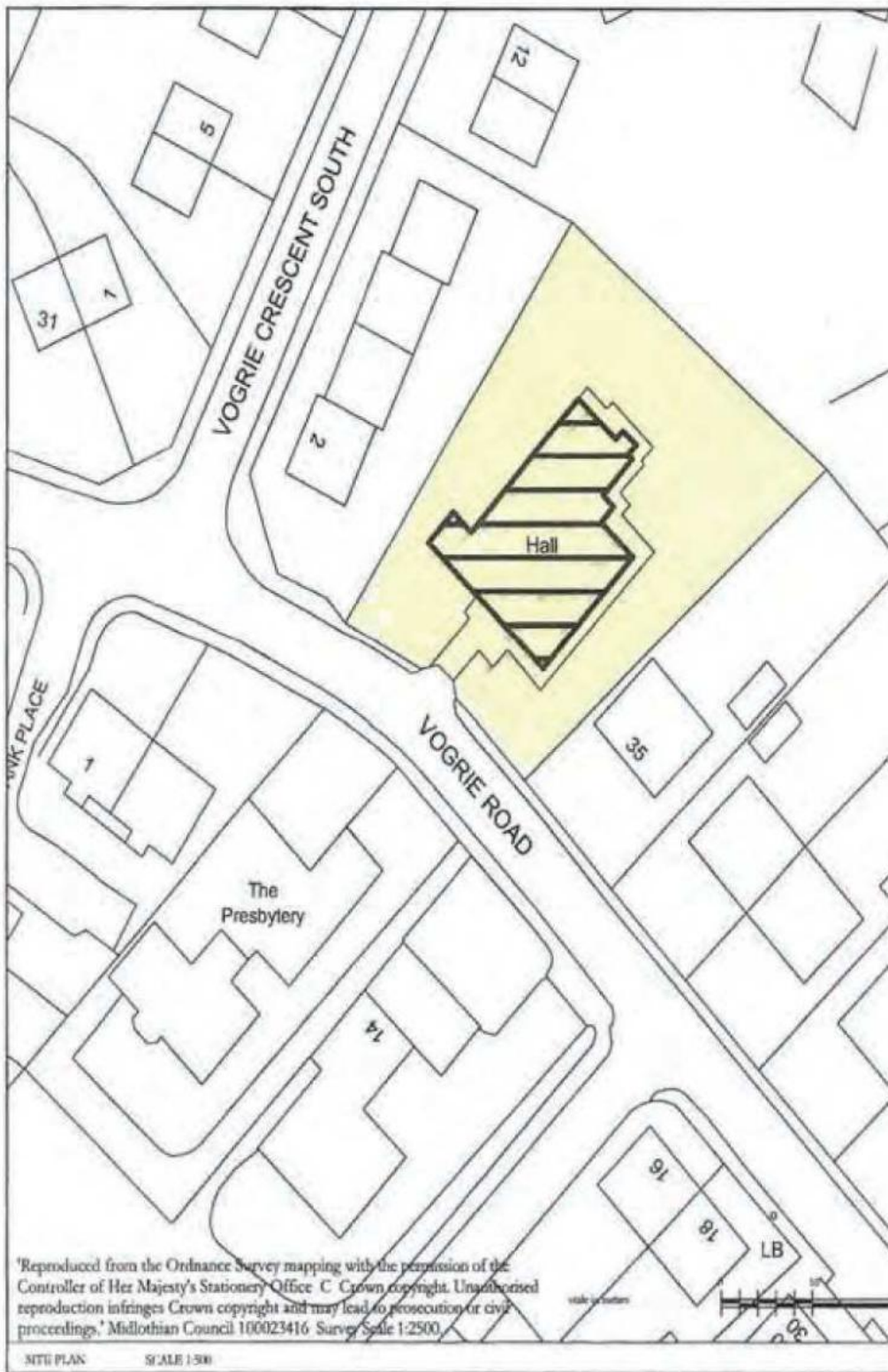
Midlothian Council  
 Dundas Buildings  
 62A Pollock Street  
 Bonnyrigg  
 Midlothian EH19 3YD  
 Tel: 0131 463 1101



**Corporate Resources**  
 Construction - Land Survey

**Lease Plan**  
**Vogrie Hall**  
**33 Vogrie Road**  
**Gorebridge**  
**Midlothian**

Lease Area Thems Limited	UPRN: 166	Date: 04th Sept 2012
	Drawn: R.R.P.	File No: L.166
	Neg No.: NT3461/L/166	



# SECTION 3



### Section 3: Type of request, payment and conditions

3.1 Please tick what type of request is being made:

for ownership (under section 79(2)(a)) - go to section 3A

*(If you are requesting ownership the governing documents require the body to have at least 20 members)*

for lease (under section 79(2)(b)(i)) – go to section 3B

for other rights (section 79(2)(b)(ii)) - go to section 3C

#### 3A – Request for ownership

What price are you prepared to pay for the land requested? :

Proposed price: £ 1,000.00 (One Thousand Pounds)

Please attach a note setting out any other terms and conditions you wish to apply to the request.

#### 3B – request for lease

What is the length of lease you are requesting?

N/A

How much rent are you prepared to pay? Please make clear whether this is per year or per month.

Proposed rent: £ N/A per

Please attach a note setting out any other terms and conditions you wish to be included in the lease, or to apply to the request in any other way.



**3C – request for other rights**

What are the rights you are requesting?

N/A

Do you propose to make any payment for these rights?

Yes

No

If yes, how much are you prepared to pay? Please make clear what period this would cover, for example per week, per month, per day?

Proposed payment: £ N/A per

Please attach a note setting out any other terms and conditions you wish to apply to the request.

# SECTION 4





## Section 4: Community Proposal

4.1 Please set out the reasons for making the request and how the land or building will be used. For example:

- *explain the objectives of your project*
- *how this links into the Single Midlothian Plan*
- *why there is a need for it*
- *any development or changes you plan to make to the land or building*
- *any activities that will take place there.*

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### Objectives

- To establish Vogrie Hall as the Expressive Arts Centre for Midlothian
- To renovate and refurbish the hall to modern standards
- To preserve the facility for use by future generations

Vogrie Hall is a detached building, dating back to the 1930s and is set within its own grounds. It has two halls, a stage, toilet facilities, kitchen area and is centrally located, near bus stops and the Borders Railway line. The building holds a special place in the hearts of the community having had many functions throughout its lifetime. Unfortunately, it is now in need of urgent repair and refurbishment to ensure the facility remains open.



## **Single Midlothian Plan**

The vision of the SMP is based on the two key principles of 'people and places'. Overriding aims are to improve the quality of life for everyone and to safeguard the resources for future generations.

Gorebridge is one of three communities highlighted in Midlothian where residents have lower life outcomes than those in other areas of the county and in Scotland generally. However, in taking ownership of Vogrie Hall, St David's Brass Band SCIO (SDBBS) will be able to preserve a much-needed facility and assist in the delivery of services that will help reduce the gap in learning and health outcomes for the people of Gorebridge.

In the foreword to The Gorebridge Neighbourhood Plan, Ellen Scott BEM (Chair, Gorebridge Community Cares) writes, 'keeping youngsters off the street by improving youth clubs and activities should be one of our priorities, as well as ensuring that our older and less able residents are looked after'.

Theme 2 (Sports, Recreation and Learning) of this Strategy for Community Action states the need to ... 'improve Vogrie Hall for community groups and the Brass Band, to ensure the brass band tradition of mining communities is maintained.'

The objectives of our project articulate well both with the vision set out in the SMP and as outlined in the Gorebridge Neighbourhood plan. When refurbished the hall will once again become a community resource for all residents.

## **The need for the project**

According to new research commissioned by the Coalfields Regeneration Trust (CRT) the COVID-19 crisis has exacerbated already significant socioeconomic problems in former mining areas with "31% of coalfield neighbourhoods now in the most deprived 20% of Scottish communities". The report warns that the pandemic will have long-lasting implications for education, employment, income and health for such groups. Whilst the report makes uncomfortable reading SDBBS firmly believes that a fully restored Vogrie Hall will play an important role in improving the quality of life for Midlothian residents.

Gorebridge is the fastest growing village in Midlothian and in the next 10 years it is estimated that there will be a further 1200 houses built in the area. With a projected 40% rise in population comes an increased demand for leisure activities so it is extremely important that existing resources are not lost but rather enhanced. The Beacon is a wonderful community resource but with space already at a premium and the Leisure Centre at full capacity, new start up groups will find difficulty in accessing accommodation. In the light of such limited resources this project would offer



complementary accommodation and opportunities and at the same time, a permanent base for SDBBS.

Once refurbished the band will be able to offer continued use for existing groups and the amenities will be available to other new groups, including arts and sport-based groups. As a Community Hall many residents remember fondly the various activities that happened there including dances, wedding receptions, discos, youth clubs, Christmas parties, Brownies, Boy's Clubs and lunch clubs (**Refer to appendix 5: Addenda**). The overwhelming response from our surveys has been very positive and shows there is a strong desire for Vogrie Hall to remain open as a fully functioning community facility. Some have indicated that it would be a wasted opportunity if Vogrie Hall were to close.

### **Background to St David's Brass Band SCIO**

SDBBS was established some 40 years ago, John Dickson was the brass teacher at St David's RC High School and encouraged pupils to take part in extracurricular band rehearsals. Soon after, the band entered a national competition and at its very first attempt became Scottish Youth Brass Band Champions. The band went on to represent Scotland at the Royal Albert Hall in London.

As pupils left school, they realised they still had the desire to play together and so the band evolved and became a fully constituted Community Brass Band with Charitable status in 1998. This meant that players of any age and stage and from any background were eligible to join. Since then John Dickson, in his role as conductor, has fashioned the band into a well-respected group of musicians and through sustained hard work and effort has achieved national second section status. He also established youth and beginner bands to accommodate the growing numbers of children wishing to take up playing brass instruments. Adult learners are also very welcome, and the beginner band currently has 3 such players, one having just competed in his first national competition after only 6 months tuition.

As a brass teacher of some 40 years John Dickson has tutored many children who have gone on to pursue music careers both in performing and teaching - at present two former students are attending the Royal Scottish Conservatoire of Music and another is studying music at Edinburgh University. John was recently awarded a Life Member Medal, awarded for fifty years membership of the Scottish Brass Band Association, presented at a concert given by a massed band of past and present members.

Having years of experience in the brass band world John Dickson has many connections and has been able to secure the services of visiting professionals and a number of pupils have enjoyed additional expert tuition with them.

## **Current position**

Throughout the years the band has had to relocate on numerous occasions, often at very short notice. These moves were very disruptive and proved to be counter-productive to the development of the band.

The village of Gorebridge has a long mining tradition and with it comes a tradition of brass banding. Records show that there was a band in Gorebridge as early as 1846 and a brass band in the community continues this heritage. SDBBS has put its roots down now in Gorebridge and does not want to move again. In order to grow as a band and be successful and to offer services, the band needs a place with a secure future. The band is also considering a change of name to reflect its association with the Gorebridge area.

Since 2012 SDBBS has been fortunate to have been able to lease Vogrie Hall. It is particularly suitable for the band's purpose as the area in the small hall can accommodate a seated band of 30 brass players and a full percussion section. The band also possesses an extensive library which requires additional space, as does its collection of band uniforms, instruments, boxes of stands and equipment needed for playing outdoors. Despite viewing alternative properties over the years (most recently the One Dalkeith building in Dalkeith) Vogrie Hall remains the only building which suits the band's needs. There are no other premises in the locality which offer the required space for the band to function as it does at present.

In summary, the acquisition of Vogrie Hall will provide a stability previously unknown, according the band a brighter future for continued success.

## **The band's position in relation to the wider community**

SDBBS recognises the value of working within the wider community and is always keen to raise this profile further. The band played for Her Majesty the Queen when she opened the Border's Railway and has also performed at the Edinburgh Festival, Edinburgh Youth Mock Court Awards at the Signet Library, the Arts festival in Colinton as well as having performed at Gala days and Christmas events in and around Midlothian. The band has played at International Rugby Union matches at Murrayfield – a prestigious job and an honour to be represented at these high level televised events.

The band continues to support the various events run at the Beacon, most recently a Miners' Memorial Service attended by councillors, Christine Graham MSP, local dignitaries and Coal Board Representatives.



Whilst the band maintains the tradition of banding in the mining communities, the village of Gorebridge can rightly boast that having its own brass band is an asset for village functions and is equally proud to hear of its successes further afield.

The band will continue to promote its cause locally and nationally, for example playing in competitions which are run by the Scottish Brass Band Association and it also hopes this year to compete again in contests in England and next year (2020) in Holland. (This unfortunately has been cancelled owing to COVID-19 restrictions).

### **Band Activities**

The main activity of the band is to rehearse for concerts and competitions. During rehearsals, the conductor will instruct players on issues of technique, introduce new repertoire and may request additional small ensemble practice to achieve this. It is hoped that smaller rehearsal or teaching rooms may be incorporated into the plans.

The band provides tuition for players in the Youth/Beginner band. This may become more important with the threat of cutbacks in school music provision.

The band has expressed a desire to have recording facilities set up for easy access during rehearsals to allow members to listen critically to performances and by doing so, will aid further improvements.

There have been master classes given by well-respected professional performers including Michael Dodd, Robbert Vos, Steven Mead and Patrick Sheridan, all of whom have given their time freely to play in concerts with SDBBS. Visiting conductors, composers and teachers have been invited to share their knowledge and expertise, all with the intention of improving players' abilities including one – to – one tuition sessions.

The Youth/Beginner band is actively encouraged to partake of these activities as are other bands from surrounding areas.

The bands are involved in fund raising activities for example playing Christmas music in various venues and most recently held a Winter Fayre. This had been advertised on social media, Black Diamond Radio, Gorebridge Library and in shops. A very successful event which was well supported by local residents and businesses.

An inaugural concert in the new Arts complex will be a fitting tribute to the efforts of all connected to SDBBS.

In addition, it is hoped that a time lapse camera will record the progress of the refurbishment. The finished video will be of interest not only to Gorebridge residents

but also to groups and bands across Scotland. Planning to mark the opening of the new complex have, unfortunately, had to be put on hold because of the coronavirus pandemic but would have included an opportunity for the wider community to explore the new facility and to view an exhibition of plans, before and after photos and the video.

### **Additional Community activities**

Upgraded accommodation will provide opportunities for other interested parties.

- With its sprung floor and staging area, the main hall is unique (as regards halls in Gorebridge) and so will be particularly suitable for exercise-based groups, such as keep fit classes, dance and movement classes, martial arts clubs, youth groups and drama clubs.
- The community choir and any other instrumental groups can make use of the hall for rehearsals and concerts, the space being ideal for performers and a seated audience.
- There is an opportunity to establish a community cinema and also to provide space for exhibitions and craft fairs.
- In addition to expressive arts use, accommodation can be offered for children's parties, after school clubs and one-off functions and meetings.
- A modernised kitchen opens up the use of the halls to interested groups. Indeed, the band would also be able to offer the facility for a range of additional activities, including concerts, musical productions and inter-band contests.
- It is hoped that the outside space immediately surrounding Vogrie Hall might also offer opportunities for example, to local gardening groups

### **Development of Vogrie Hall**

A full survey of the condition of the hall was commissioned by Midlothian Council in February 2015 by Hardies (Property and Construction Consultants). The report was carried out to establish the condition of the building with a summary of repair costs to provide help with grant funding. The report stated that the building had been unused for some years and was now in need of extensive restoration.

#### **Phase 1**

The survey report does not detail what work or costs are involved to satisfy Disabled Discrimination Act (DDA) requirements, in this case, universal access and accessible toilets.

Not everything detailed in the report is considered essential at this stage. However, the roof requires immediate attention, the exterior roughcast requires to be stripped



and replaced to prevent further water damage and the property needs replacement energy efficient windows (i.e. double glazed panels).



Main Hall - Ceiling and wall damage from water ingress through roof leak.

The complete heating system should be replaced.

Electrical wiring to be replaced and comply with current IEE wiring regulations.

With energy efficiency in mind, light fittings are to be replaced with LED lamps.

Insulation of the building would be an asset as it would be a responsible approach to saving energy consumption.

Improved kitchen amenities would enhance the property.

Redecoration will be required after the completion of any restructuring and/or refurbishment.

## **Phase 2**

A recording facility will be beneficial, and this can be achieved if the cupboard off the small hall was equipped as a studio. Ideally, acoustic tiles (or sound proofing material) should be used on the internal walls to assist in the recording process and in the general sound production of the band.

Additional storage may be required depending on the uptake of other user groups.

### **Phase 3**

An extension to the side and rear of the existing kitchen/store will provide much needed storage space/tutorial rooms/office space and/or seating area.

The band is confident that with the refurbishment it has in mind, the new Expressive Arts Centre will be a welcoming and flexible venue. A much-needed facility, it will be well used and a very successful additional resource for Gorebridge.



## **Benefits of the proposal**

4.2 Please set out the benefits that you consider will arise if the request is agreed

to. For example:

- *explain how the project will benefit your community, and others*
- *nature of benefits to be delivered*

*Please refer to the guidance on how Midlothian Council will consider the benefits of a request.*

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An Expressive Arts Centre will bring about many benefits to individuals, groups and the wider community.

"Expressive Arts play a central role in shaping our personal, social and cultural identity.... allowing children and young people to experience enjoyment and contribute to other people's enjoyment through creative performance and presentation." Learning through Expressive Arts "enables young people to become successful learners, confident individuals, responsible citizens and effective contributors." (Curriculum for Excellence – Principles and Practise)

Engaging in Expressive Arts allows people to develop a lifelong appreciation of and participation in cultural activities.

SDBBS's project relates closely to outcomes set out in the Scottish Government National Performance Framework whilst also articulating with the SMP. A fully restored facility will offer increased opportunities and benefits for all.

## **Benefits for the organisation**

1. As an organisation, SDBBS will finally have a permanent base thereby eradicating the uncertainty experienced in the past whilst enabling it to look to the future and increased successes.
2. A well designed, purpose-built band hall promotes a sense of pride and working in collaboration to achieve success only serves to strengthen the community spirit.
3. The band brings together people from all walks of life and across generations. This integration has many benefits. It enriches experiences, raises confidence levels, improves self - worth and the mental wellbeing of band members. Working together, listening to players and being sensitive to their needs fosters respect for others and develops social wellbeing.
4. There are opportunities for members to take on additional responsibilities as charity trustees, thereby helping to steer the organisation going forward.

The opportunities outlined here relate to what SDBBS can offer but with the formation of new community groups will come benefits for their members and therefore positive outcomes for an even wider community.

### **Benefits for members of the organisation**

1. In taking on Vogrie Hall as a centre for the arts SDBBS will be able to encourage new members to become involved, especially young people, providing inter-generational opportunities.
2. The band sees music education, particularly of the young, as an important aspect of its vision as it boosts self-esteem, develops social skills, helps to refine study skills through self-discipline - all essential skills for lifelong learning. "The discipline required to learn, rehearse and play in public is a tool that will serve these young people well into adulthood" (Midlothian Council, 'The Scotsman' 9/2/19).  
The band intends to arrange visits to Primary schools (when pandemic restrictions are lifted) to actively promote brass playing and in February 2020 took part in a brass workshop for young players from local youth bands.  
SDBBS youth band features in many of our concerts as the children are encouraged to showcase their work.
3. It has been shown in studies that music training can be useful in other ways for example, benefits for those with dementia, helping with memory, language and reasoning, increasing coordination, building teamwork and taking a greater pride in achievements.
4. SDBBS contributes to better educated, successful learners and confident individuals. Positive relationships are made in the bands and have long lasting benefits. Lately, there has been an increase in players who, having left to attend university or who have had family commitments have returned to play in the senior band. It has been noted too that children of players are attending and indeed, recently a six-year-old grandchild has started participating. These are signs of a sustainable leisure activity.
5. Training opportunities. With increased success comes increased demands on time and therefore volunteers were sought to assist with the Youth and Beginner bands. Two young adult members (former pupils of John Dickson, both of whom have been to university and gained degrees in music) have been trained in conducting and now coach these bands, taking them to competitions where experience in performing has been invaluable in raising confidence levels. The youngsters are frequently faced with new repertoire which presents more demanding technical challenges and concepts. Understanding these improves knowledge and performances.
6. A recording studio will offer training opportunities for those wishing to enter the field of sound engineering. At least two members of the band possess qualifications in this area (one has a degree in Sound Engineering) and another is currently working through a related SQA course.
7. As the project develops there will be additional opportunities for volunteering in a variety of areas.



### **Benefits for the wider community**

1. The refurbishment will include an improved exterior to the building, making for a more pleasant outlook for residents and enhancing the surrounding neighbourhood.
2. A more welcoming venue will regenerate interest in its use, providing a safe place for increased social interaction.
3. Increased access (universal access and accessible toilets) will allow for inclusion of a wider spectrum of groups and foster a better social mix of communities.
4. Once refurbished the band hopes to stage concerts in Vogrie Hall for the residents of Gorebridge thereby offering increased access to live music and opportunities to participate in a cultural activity.
5. The band can offer tuition in brass and percussion to anyone who wishes to learn to play.
6. Some young adult members of SDBBS now direct and tutor other youth bands.
7. SDBBS feels that by making music and by performing a wide range of styles and genres by an ever-increasing list of composers, it make a valuable contribution to the enjoyment of a wider audience.
8. The creation of a sensory garden would provide opportunities for groups interested in public health issues.
9. Other Expressive Arts groups will be able to perform and present their work to the benefit of their communities.
10. A recording studio will be available for use by the wider community.

### **Economic development**

1. SDBBS will hire out Vogrie Hall to other interested groups with all income generated used to pay for running and maintenance costs incurred by them. As a result of an increase in usage of Vogrie Hall, all income generated by these lets will also allow for a caretaker to be employed and will ensure the continuation of the essential services of a paid cleaner.
2. It may be that a sound engineer will be employed to assist with use of the studio by any external groups.
3. Where possible local tradesmen will be employed to carry out the necessary improvements.

### **Social wellbeing**

1. The Band brings together people of all ages and from diverse backgrounds. This social integration has many benefits – it builds a strong community spirit, whilst promoting physical health and mental wellbeing.
2. A sense of pride is achieved when a successful outcome is the result of strong teamwork.
3. There will be many opportunities for inter-group collaboration - a coming together of Expressive Arts to create community projects.

## **Social inequality**

SDBBS has an open-door policy and can help reduce inequality by providing instruments and tuition to those who would otherwise find this difficult to fund. It feels that no one should be excluded from the enjoyment of taking part in musical activities because of low income.

## **Environmental benefit**

If Vogrie Hall is not renovated it will succumb to further deterioration, inevitably having to be demolished on safety grounds. Architects have now reversed previous thinking regarding older properties. According to a recent article in the Architects' Journal, architects (backed by 14 Stirling Prize winners) now believe that to help in the fight against climate change, older buildings should be protected and retrofitted, rather than knocking them down to be replaced by new structures. There is a greater cost to the environment in replacing old buildings (this is now widely considered a serious mistake) and "it will take decades before new buildings pay back their carbon debt by saving more emissions than they created – and these are decades when carbon must be sharply reduced". (Roger Harrabin, BBC Environment analyst).

The Architects' Journal has given its findings to the Commons Environment Audit Commission (EAC) and hope to persuade the government to offer incentives to builders and property owners to adopt this new approach. Philip Dunne MP, chair of the EAC, has stated, "Prioritising retrofitting can offer huge benefits...It will be a crucial component for us to move to a low carbon economy".

SDBBS supports this view and is keen to protect the environment by safeguarding and restoring Vogrie Hall to modern standards.

"The asset transfer request will be judged on the benefits it will deliver, not on the community it represents" (Community Empowerment (Scotland) Act 2015) and SDBBS recognises that the inclusion and involvement of other interest groups will enhance this application. It is important to realise however that these groups may not necessarily be registered charities or have constitutions of their own. In most cases it is more likely that interest groups will be content to defer management of the hall to the band, thus offering them flexibility regarding leasing arrangements. This has certainly been the case in the past.

## **In summary**

SDBBS has a clear vision of how it will deliver improved learning and health outcomes for the people of Gorebridge:

1. An improved facade will make a better fit within the neighbourhood.
2. Pride in the new centre will help reduce petty crime and deter vandalism.
3. It will offer the opportunity to participate in a cultural activity.
4. Children are given life skills (self-confidence, self-esteem, interpersonal and communication skills) and the opportunity to have positive experiences through quality education.
5. Opportunities for increased physical and mental wellbeing through participation in expressive art activities.
6. Vogrie Hall will be returned to its former use, that is, a facility for continued and future use by the community of Gorebridge.



## Restrictions on use of the land

4.3 If there are any restrictions on the use or development of the land, please explain how your project will comply with these. For example:

- *environmental designations such as a Site of Special Scientific Interest (SSI)*
- *is the land part of the Fields in Trust agreement?*
- *heritage designations such as listed building status*
- *any planning restrictions – if there is a proposed change of use check with duty planning officer*

***\* The applicant is expected to cover any legal costs, survey costs etc in respect of their application \****

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Scottish Power require to have 24/7 access to their substation (adjacent to the hall) via the external grounds but the project will not interfere with this or alter any existing arrangements.

SDBBS would be required to enter into a Formal Lease (details as per current lease) with Scottish Power for the substation to be sited on the grounds. Currently Scottish Power has a lease with Midlothian Council until 13<sup>th</sup> October 2038.

SDBBS does not know of any other restrictions.

## Negative consequences

4.4 What negative consequences (if any) may occur if your request is agreed to? How would you propose to minimise these?

- *consider any potential negative consequences for the local economy, environment, or any group of people, and explain how you could reduce these.*

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If the acquisition of Vogrie Hall is successful SDBBS sees no potential negative impact on the local economy, environment or any group of people.

As SDBBS currently leases the building there would be no displacement of any groups as a result of this project.

Indeed, the organisation will be able to provide complementary services to the two existing facilities in Gorebridge, The Beacon and the Leisure Centre. The band understands that these two buildings are at capacity, thus inhibiting the opportunity for start-up groups or for their development in the future. In fact, it is the band which has suffered negatively as it has lost clients and potential clients to other venues as a direct result of the poor condition of Vogrie Hall.

SDBBS does not intend to run a commercial cafe for profit but may, at a later date, offer limited refreshments for the community groups which use Vogrie Hall.

Informal discussions with neighbours to seek opinions about noise levels during band practices were positive with many saying how much they enjoy the music, especially during the summertime when they are outside in their gardens.

It was also reported that petty crime and vandalism by youths was reduced when the band was in residence, particularly in the summer holidays.

As an Expressive Arts Centre, it is unlikely that the activities at Vogrie Hall (see list of potential users) would detract from any others currently established in Gorebridge. Rather, the facility would provide the ever-increasing population of Gorebridge with greater choices for its leisure pursuits.

SDBBS Project Is there an overlap of service provision between The Beacon, The Leisure Centre and Vogrie Hall?

Provision	The Beacon	Leisure Centre	Vogrie Hall	Overlap?
Cafe	Yes	No	No	No
Hall/room hire	Large Hall (3) Meeting room	Halls (2)	Main Hall (with stage and sprung floor) Smaller Hall	No
Offices	Office (Mgt) 1 big office 4 small offices		No	No
Kitchen	Commercial Kitchen/cafe	No	Yes, but very limited use	No
Toilets	Yes	Yes	Yes (but not disabled access yet)	Toilet facilities would be required for any public building.
Outdoor	Garden for growing	No	Yes. Use of space to be decided when new groups express interest	No
Services	Sure start parents After school club CCF Walking Day service adults with learning disabilities Cooking	Sport activities Gymnastics etc	Potential users: Be Happy Performing Arts Holistic massage and Therapy Krafty Kreations Borthwich Pipe Band SDBBS Randori Judo Gorebridge Community Choir Samba Drumming Group Puppy Training Classes <i>Kung Fu Club</i> <i>Boxing Club</i>	No More options available for community groups with emphasis (but not exclusively) on Expressive Arts Dance, exercise, drama, music etc



## **Capacity to deliver**

4.5 Please show how your organisation will be able to manage the project and achieve your objectives.

- *include details of the structure of your organisation*
  - *include the skills and experience of members of the organisation*
  - *any track record of previous projects*
  - *copies of annual reports*
  - *whether you intend to use professional advisers, etc.*
- 

## **Structure of SDBBS**

The organisation comprises ordinary members (and Youth members) who have the right to attend members' meetings including any Annual General Meetings. Members can appoint people to serve on the Board which consists of 3 office bearers – a Chairperson, a Treasurer and a Secretary and other non-office bearers. These are the conductor (an advisory position), a representative for the Junior Band and any other interested parties.

The Board meets monthly or when required, and minutes are circulated to the wider membership to keep them updated and engaged.

In accordance with regulations set by the Office of the Scottish Charity Regulator (OSCR) an Annual General Meeting is held whereby reports on various aspects of the band's progress are discussed, Charity Trustees are elected (the term of office is 2 years) and accounts are open to question.

The organisation is also guided by principles as laid out by the Scottish Brass Band Association.

Several members of the organisation have been cleared for working with children under the Protecting Vulnerable Groups (PVG) scheme.

## **Skills and experience of SDBBS members**

The band personnel come from a variety of backgrounds including legal, financial and education with members possessing a wide range of skills.

Two such playing members (Alistair Taylor and Fiona Dickson) have been entrusted to pursue the asset transfer request, reporting to the Board and players in the Senior and Youth Bands with updates.

Alistair Taylor has vast experience as a Project Manager in the building industry and Fiona Dickson has a background in music education, having been a Principal Teacher and Depute Head Teacher in East Lothian. Both have been members and supporters of the band since its inception.

The board of SDBBS is drawn from the band membership and as such may change after an AGM when new members are elected. The current charity trustees come from diverse backgrounds and each has professional, personal and interpersonal skills relevant to this project. The current Chairperson is a self-employed driving instructor but with 19 years' experience in retail management. Other members of the board are trained IT specialists and data analysts. Within the band there are university students, a retired GP (also a Trustee of Alzheimer Scotland), teachers at management level, a statistician, a relationship manager with a private bank, a partner in an accountancy firm - any of whom can volunteer for committee work and all have additional skills that would help with the project going forward.

It is expected that other subgroups from within the band will become involved in fund raising and grant applications.

As mentioned previously, a member with relevant technical skills can advise on the setting up of a recording studio.

## **Managing the Project**

Alistair and Fiona began the process of an asset transfer in November 2018, submitting an Expression of Interest in January 2019. They were advised after a meeting of the Community Management Assessment Group in February that SDBBS could proceed with a formal application.

A meeting soon after with a Social Enterprise Development Officer provided useful information and advice about getting started, including business plans, National Performance Framework, legal advice and links to grant awarding bodies.

In the following months Alistair and Fiona attended various workshops including one delivered by the Development Trust Association Scotland (DTAS), organised a meeting with Midlothian and Edinburgh Big Lottery Funding officers, and had various conference calls with support organisations. Alistair and Fiona (April 2019) also consulted with Douglas Westwater (CEO Community Enterprise) in his capacity as an expert in managing capital projects.

Alistair and Fiona continue to access support from Midlothian Voluntary Action (MVA) and Third Sector Interface colleagues.



A conference call with Nicky Donald (DTAS) also offered useful links. More recently there have been meetings with MVA and SEAM personnel to provide further support.

A Crowdfunding workshop (November 2019) provided useful information and both Alistair and Fiona attended two further workshops in 2020 relating to Writing Better Funding Applications.

Alistair and Fiona have taken guidance from others who have already successfully completed a CAT and from those who are still working through their submission. Ellen Scott (Gorebridge Community Cares) has been particularly supportive.

Throughout the process they will liaise with and take guidance from Gillian Cousin (Senior Communities and Lifelong Worker) as well as Dawn Barclay from the Gorebridge Community Development Trust.

Alistair has used his experience and knowledge gained in his forty-year career in the building industry to engage with tradesmen regarding estimates for necessary repairs and has carried out useful work in assimilating details of those groups which have shown an interest in being part of our project. He has collated information regarding running costs of the band.

It is true to say that at all times both Alistair and Fiona have welcomed support from all agencies, including other brass bands in similar circumstances and actively seek out information which will help the project. Most recently an adviser from Inspiring Scotland has provided invaluable support and advice.

### **Achieving objectives**

An anonymous donation has paved the way for SDBBS to achieve the objectives stated in section 4.1. However, this is totally dependent on the negotiated purchase price. Should there be a shortfall then additional funding may be required

### **Professional advisers**

Camerons Strachan Yuill Architects were engaged to prepare Feasibility Drawings and Specification for required works to Vogrie Hall. Douglas Strachan has recently carried out a Measured Survey (June 2020) to prepare Feasibility Drawings and Specification to allow a Quantity Surveyor prepare budget costs.

Marsh and Riddell (Quantity Surveyor) were subsequently engaged to prepare budget costs based upon Drawings and Specification issued by CSY Architects.

## Marsh & Riddell Cost Plant. (Refer to appendix 6)

Enclosed Drawings 10020.1.01 & 10020.1.02 detail the Existing Site Plan and Floor layout, Drawings 10020.1.03 & 10020.1.04 detail the proposed Site Plan and Floor layout to include an accessible ramp and toilet upgrades including an accessible toilet.



Drg. No. 10020.1.01 -  
Existing Location and

Vogrie Hall – Existing location and Site Plan



Drg. No. 10020.1.02 -  
Existing Floor plan.pdf

Vogrie Hall – Existing Floor Plan



Drg. No. 10020.1.03 -  
Proposed Site Plan.pdf

Vogrie Hall – Propose Site Plan



Drg. No. 10020.1.04  
Proposed Floor plan.pdf

Vogrie Hall – Proposed Floor Plan

A solicitor will be engaged to assist with legal transactions.

Further guidance from Midlothian Council personnel will be of invaluable assistance at all stages throughout the process.

### Track record of previous projects

A non-playing member of SDBBS has the key role of Treasurer in keeping accurate financial records, administration and general day-to-day running of the band as well as all things relating to the functioning of the Youth Band. Deirdre Kettle whose background is in IT, has performed this task for many years and has also, for example managed cleaning staff, overseen payments to utility companies and liaised with groups which sub-let the hall. In the recent past the band has sub-let to a dog training

group, Karate Club and Clubbercise - a Dance to Keep Fit group. The Scottish Brass Band Association (SBBA) has also used the halls for auditions and meetings and other groups, including Penicuik Silver Band, Gorebridge Community Council and the Masonic Lodge, have also occasionally used the hall. Sadly, restrictions brought about by COVID-19 has prevented Randori Judo taking up the offer of a let for 2020,

Successful applications for grants were made prior to 2012 to the National Lottery for funding towards band uniforms and instruments and to Midlothian Council for youth band projects.

A request for a grant from the Len Thomson Charitable Trust for Youth Band activities has been made and a decision was expected in January 2020 but has been delayed because of the COVID-19 pandemic.

SDBBS has shown it has the capacity to liaise with a range of community groups and will continue to do so if the request for the transfer is successful.

**Copies of annual report (Refer to appendix 2)**



# SECTION 5





## **Section 5: Level and nature of support**

5.1 Please provide details of the level and nature of support for the request, from your community and, if relevant, from others.

- *include information on the proportion of your community who are involved with the request*
- *how you have engaged with your community beyond the members of your organisation and what their response has been*
- *include copies of surveys and engagement plan*
- *show how you have engaged with any other communities that may be affected by your proposals.*

---

### **Support from within SDBBS**

It was agreed at an AGM in 2017 that the band committee would make representations to Midlothian Council regarding the Community Asset Transfer on behalf of all band members.

As of 2019 Alistair Taylor and Fiona Dickson have been given a mandate from the board (drawn from the band's membership) to present our case to Midlothian Council. It follows that all members of SDBBS and St David's Youth Band are involved with the request.

The band members have been asked what amendments to the hall they would like to see if the transfer is successful.

Youth Band parents were invited to a meeting (26<sup>th</sup> March 2019) to explain our objectives/ask for support.

Alistair and Fiona have had several meetings with the board over the months and had open forums with the bands to inform them of the progress of the Asset Transfer and to answer questions about the process. The issue of funding and fund raising has also been discussed. A further meeting with the board in January 2020 provided further opportunities for discussion.

*Membership list attached (Refer to appendix 5)*

## Support from Councils

Alistair and Fiona attended a Gorebridge Community Council meeting March 2019 to state the band's case and were pleased to receive a positive response. A letter of support was offered and has now been received. They also attended a Gorebridge Futures meeting to keep the forum updated on plans.

We have sent letters to Midlothian Councillors asking for their support in this venture. Unfortunately, Councillor Muirhead indicated that there was a conflict of interest in that he is the chair of the panel that considers Asset Transfer requests and so could not be seen to offer support. However, Councillor Johnstone has sent a letter of support.

Christine Grahame (MSP) is very supportive of the band's proposals and has forwarded a letter to that end.

*During a previous project SDBBS received an email (Refer to appendix 5: addenda) from Tony Malone, at that time Healthy Living/Sports and Leisure Facilities Manager. Although not related to the current proposal it shows an endorsement of the band's ability to manage Vogrie Hall and to work with other organisations.*

## Support from the wider community

In the past the Band's treasurer has spoken informally to residents in Vogrie Road to canvass their thoughts. Again, all replies were positive, and some informed us that they have really enjoyed the sounds of the band in the summertime when their house windows were open. More importantly when the hall was in use, they reported fewer incidences of youth nuisance.

The band has also received support from Scotmid, Lloyds, Tesco and Gorebridge Mini Market - in particular with regard to giving donations for fund raising events.

Gillian Cousin (SCLW) posted our intentions on Gorebridge Community Cares Facebook page and we received 85 'likes' (Refer to appendix 3) and many supportive comments (some recalled happy times spent as youngsters in the hall).

A survey has been issued at various venues that the band has played at (spreadsheets are continually updated) and signatures of support have also been collected.

## **Responses (To date Nov 2019)**

(Owing to pressures of Christmas events, preparation for the Scottish Brass Band Championships in March 2020 and now coronavirus restrictions the band has been unable to add to the following data).

### Surveys

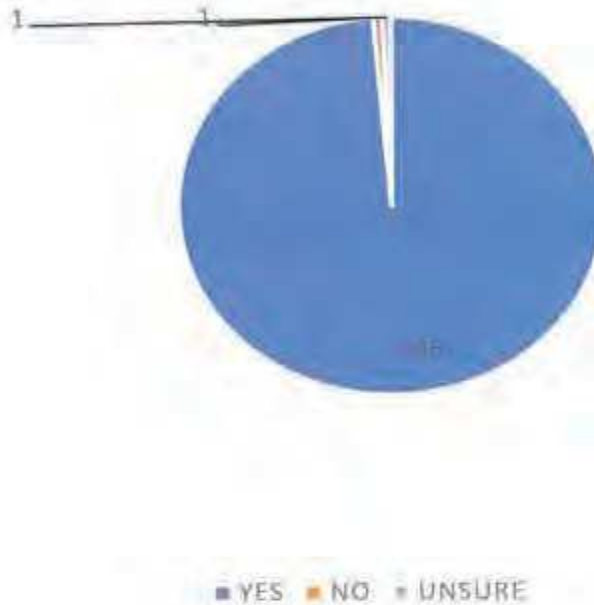
- Band members, family and friends
- Fellow musicians
- Dance to Keep fit
- Tesco workers
- Newbattle memories group

148 collated responses from all venues are shown here.

### Question 1

St David's Brass Band would like to take full ownership of Vogrie Hall, Gorebridge under the Community Asset Transfer scheme.

Do you agree with this?



### Question 2

St David's Brass Band believes there is a need to return this facility to community use.

Do you agree with this?

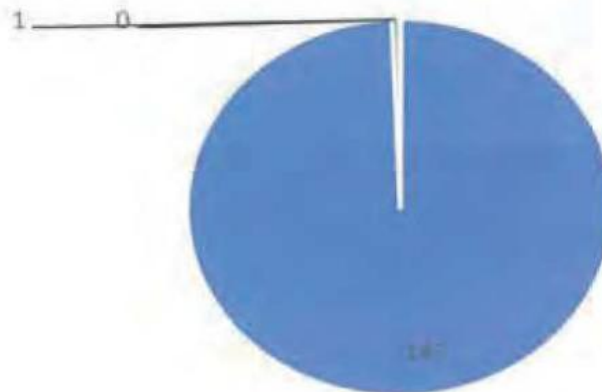




### Question 3

If successful St David's Brass Band would like to refurbish Vogrie Hall to modern standards including work that complies with Disability Discrimination Act requirements.

Do you agree with this?

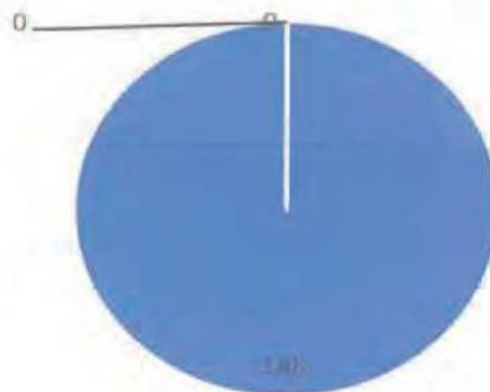


■ YES ■ NO ■ UNSURE

### Question 4

St David's Brass Band would like to offer the use of the large hall to other community groups.

Do you agree with this?



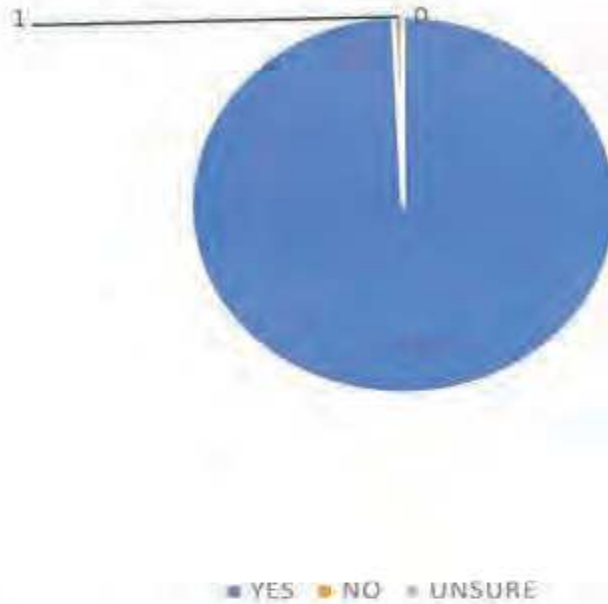
■ YES ■ NO ■ UNSURE



**Question 5**

St David's Brass Band would like to have continued use of the small hall as its permanent base for rehearsals.

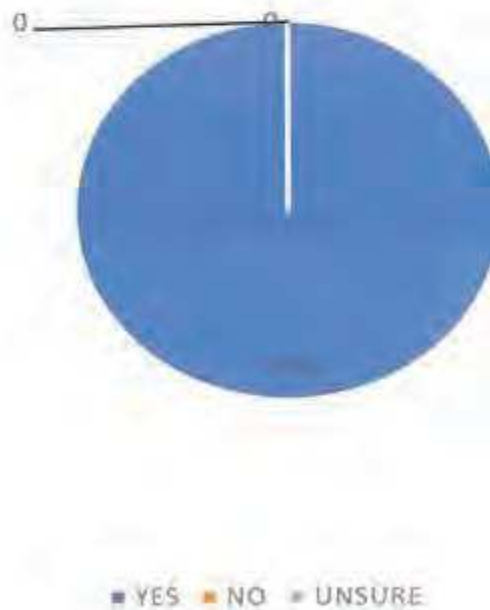
Do you agree with this?



**Question 6**

St David's Brass Band would like to offer brass and percussion tuition to all, regardless of age or ability.

Do you agree with this?



At the bottom of the survey respondents were asked if they had anything further to add. (Refer to appendix 4)

### **Collecting signatures at events.**

Supporters were asked to read the following and, if in agreement, were asked to add their signature and to provide an address or email address.

"St David's Brass Band is in the process of submitting a Community Asset Transfer request to take full ownership of Vogrie Hall. If successful the band will carry out much needed repairs and refurbish the hall to modern requirements, making it a safe and welcoming venue for Gorebridge community groups to use.

We would greatly appreciate your support in our venture and urge you to sign below. In doing so you agree to provide information which will be used solely for the purpose of the Community Asset Transfer request. Thank you – it means a lot to us to have you on board!"

Forms were issued at the following venues:

- St Columba's Church, Blackhall (April 2019)
- Musselburgh and Fisherrow Harbour Festival (May 2019) - including members of the Fire Service, Sea Cadets, RSPB, other musicians, stall holders, and general public
- Concert at the Beacon (June 2019) (one response offered help from 'trades people')
- Concert at the Beacon (4 August 19) Big Lunch
- Brass at the Beacon (10/8/19)
- Concert at the Royal Society of Edinburgh (20 August 19) Edinburgh Fringe Festival. The RSE asked for comments about the performance, venue etc. (not specifically about the Asset Transfer) but of all the 23 respondents all very positive about the band's professionalism
- Sausage Sizzle at the Beacon (23/8/19)
- Miners' Memorial Service (24/9/19) 28
- SDBBS held its first Winter Fayre (Nov 2019) in Vogrie Hall. It was very well attended, raised funds and awareness of the project.

**249 signatures have been collected from supporters**

The above responses have been collated and can be submitted if required.

### Letters of support (Refer to appendix 5)

- Christine Graham MSP
- Councillor Catherine Johnstone
- Gorebridge Community Council
- President, Scottish Brass Band Association (Carrie Boax)
- Clubbercise Midlothian with Wendy (Wendy Stewart)
- Gorebridge Community Cares (Ellen Scott)
- Heriot Wado – KAI Karate Club (Paul Connor)
- Gorebridge Community Choir (Annie Lewis)
- Gorebridge Community Development Trust (Trust Manager – Dawn Barclay)

### User Groups registering interest in using Vogrie Hall

- Be Happy Performing Arts Company - [REDACTED]
- Mindfulness Classes- Adult/Children workshops - [REDACTED]
- Borthwick Pipe Band - [REDACTED]
- Out of school service - [REDACTED]
- Baby and Toddler Craft Play - [REDACTED]
- Randori Judo - [REDACTED]
- Gorebridge Community Choir - [REDACTED]
- Samba Drumming Group (referred by MVA but suspended enquiry owing to COVID-19)
- Puppy Training Classes – [REDACTED]
- *Kung Fu Club* – [REDACTED]
- *Boxing Club* – [REDACTED]

Although some groups which had previously used Vogrie Hall have now relocated (primarily because of the condition of the hall) and others which had expressed an interest have found alternatives (again because of the state of the building and delays in delivering a refurbished property) SDBBS feels confident that after the refurbishment there will be no shortage of community groups keen to use the hall. When The Beacon first opened it was unclear how many groups would 'sign up' to use the facility. However, since then uptake has been very encouraging.

There is no reason to suggest that Vogrie Hall will not flourish in the same way.

### Open Evening – March 2020

A short concert followed by refreshments and a Q&A session on the SDBBS Asset Transfer request for Vogrie Hall. Invitations to attend to be hand delivered to residents in the neighbourhood. Posters in Leisure Centre, Beacon building, shops, Black Diamond Radio. Invitations to councillors.

Sadly, this event was cancelled owing to the coronavirus pandemic.

*Owing to COVID-19 restrictions SDBBS has been unable to meet and rehearse but used the opportunity to make a socially distanced video which received nearly 5000 views in Facebook. Whilst not directly related to support for the transfer of Vogrie Hall it does show the wide-ranging and far reaching appeal of music making and for brass bands in particular.*

### **Measurable Support**

In April 2020 SDBBS received a sizeable donation which was gifted specifically for "purchasing, renovating and maintaining a building for the use of St David's Brass Band".

This shows overwhelming support for this project.





# SECTION 6



## Section 6: Funding

6.1 Please outline how you propose to fund the price or rent you are prepared to pay for the land, and your proposed use of the land.

- *show your calculations of the costs associated with the transfer and your future use of it, including any redevelopment, ongoing maintenance and the costs of your activities*
- *all proposed income and investment should be identified, including volunteering and donations*
- *if you intend to apply for grants or loans you should demonstrate that your proposals are eligible for the relevant scheme, according to the guidance available for applicants.*
- *include latest copy of accounts*
- *detail information on track record of funding*

---

### Funding the project

SDBBS has been very fortunate to have been given an anonymous donation of £200,000 (*Two Hundred Thousand Pounds*) to allow it to "purchase, renovate and maintain a building for the use of St David's Brass Band" (**Refer to appendix 6 Funding**).

For the reasons stated in Section 4.1, Vogrie Hall is currently the only building which suits the needs of SDBBS. It is therefore willing to use this donation for the purchase and renovation of Vogrie Hall. This proposal however, is dependent on the negotiated purchase price being within the cost plan.

*In addition to the anonymous donation SDBBS has conditional Grant Offers of £50,000 (Fifty Thousand Pounds) from Fife Environment Trust and £7,431 (Seven Thousand, Four Hundred & Thirty One Pounds) from Clackmannanshire & Stirling Environment Trust. (Refer to Appendix 6 Funding).*

*With the latest advice (Covid – 19) given by Government Scientists regarding increasing ventilation levels within buildings, we have subsequently applied for various grants to allow the Installation of Fresh Air Heat Recovery systems in Vogrie Hall. We have to date been successful to receive funding from the People's Postcode Trust of £13,693 (Thirteen Thousand, Six Hundred & Ninety Three Pounds) and Foundation Scotland of £5,000 (Five Thousand Pounds). Please note that this activity is in addition to all works detailed in our initial Cost Plan / CAT Request (Refer to Appendix 6 Funding).*

### **Legal costs associated with the transfer**

SDBBS has held discussions with a solicitor regarding costs associated with the transfer of the building and has been given an estimate of £1,000 (One Thousand Pounds). This figure also includes the necessary legal work involved in setting up a new lease with Scottish Power.

Inspiring Scotland has provided SDBBS with a contact for a lawyer who may be able to offer pro-bono support for the transfer, this being dependent on the time period of the transfer.

It is hoped that Midlothian Council will waive their legal costs for the transfer.

### **Redevelopment costs (Refer to appendix 6. vi & appendix 6 Cost Plan)**

#### **Vogrie Hall Annual Operational Cost (Refer to appendix 6. i, ii & v)**

SDBBS has held the lease for Vogrie Hall for nearly 8 years and throughout this time has demonstrated its ability to operate and manage financial affairs successfully. SDBBS is responsible for the running costs of Vogrie Hall including those for cleaning, gas and electricity for the lease of the building. Its track record clearly shows a strong financial footing and has used these historical figures to forecast future operating costs. The band is confident it will meet these but can generate additional capacity as and when required.

Members of SDBBS have been in discussion with contractors employed by Midlothian Council to obtain costs for Facilities Management areas.

#### **Band Operational Cost (Refer to appendix 6. iii, iv & v)**

Figures for income / expenditure regarding band activities over the last 8 years show that SDBBS is financially secure and operates within its means.

#### **Income (Refer to appendix 6. iv)**

Through its various concerts and public events, SDBBS generates funding to enable it to cover the costs associated with its activities without the need for additional grants.

The band is self-supporting in this respect but could, with improved premises, extend the range of fund-raising projects to increase its income.

### **Investments**

SDBBS held a savings account with the Alliance & Leicester Building Society when Santander bought over the Alliance & Leicester Building Society, 85 Santander shares were issued to the band.

### **Volunteering (Refer to appendix 6. vii)**

The following roles are filled by volunteers from within the organisation:-

Conductor	Player
Treasurer	Parent
Secretary	Ex-Player
Librarian	Player
Asset Sub-Committee	Players

### **Donations**

No donations were received in the last financial year (2019 - 2020), however SDBBS has been very fortunate to have been given an anonymous donation to allow it to "purchase, renovate and maintain a building for the use of St David's Brass Band".

**The latest copy of the Annual Report & Consolidated Accounts (Refer to appendix 2)**

### **Track record of funding (Refer to appendix 6. viii)**

Successful applications for grants were made prior to 2012 to the National Lottery for funding towards band uniforms and instruments and to Midlothian Council for Youth Band projects.



## Signature

Two office-bearers (board members, charity trustees or committee members) of the community transfer body must sign the form. They must provide their full names and home addresses for the purposes of prevention and detection of fraud.

This form and supporting documents will be made available online for any interested person to read and comment on. Personal information will be redacted before the form is made available.

**We, the undersigned on behalf of the community transfer body as noted at section 1, make an asset transfer request as specified in this form.**

**We declare that the information provided in this form and any accompanying documents is accurate to the best of our knowledge.**

Name [REDACTED]

Address [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Date 3/12/20

Position CHAIRPERSON

Signature [REDACTED] [REDACTED]

Name [REDACTED]

Address [REDACTED]

Date 3<sup>rd</sup> Dec 2020

Position TREASURER

Signature [REDACTED]

# Appendices

## 1. Constitution

SDBBS has been the only recent organisation willing to take on the issues surrounding Vogrie Hall. In taking on the role of lead group, SDBBS is now in a position to fund the renovation costs thus enabling the wider community the use of the facility in the years to come.

**However, SDBBS will require a degree of protection of its investment and submits the following CAT constitution as the most appropriate model to afford such a safeguard to the band whilst offering opportunities to other groups for their input.**

Previous experience in working with groups indicate their preference for only minimal or no involvement in the running of the hall or in the funding of the project. It is also not possible to quantify uptake of user groups at this stage.

**SDBBS believes this constitution mitigates against such uncertainties.**

2. Copy of annual report and consolidated accounts
3. 'Likes' on Facebook
4. Additional comments from surveys
5. Letters of support

Addenda: screenshots

Email

*Membership List*

6. Costs associated with the transfer of the land and redevelopment, ongoing maintenance, band activities, proposed income.



# APPENDICES





# APPENDIX 1

# CONSTITUTION



SCIO Constitution (two tier) for asset transfer

# **CONSTITUTION OF St David's Brass Band SCIO**

# CONSTITUTION OF

## St David's Brass Band SCIO

CONTENTS		
<b>GENERAL</b>	<ul style="list-style-type: none"> <li>Definitions</li> <li>Name</li> <li>Office</li> <li>Community Definition</li> <li>Purposes</li> <li>Powers</li> <li>General Structure</li> </ul>	Clauses 1-6
<b>MEMBERS</b>	<ul style="list-style-type: none"> <li>Membership</li> <li>Application for membership</li> <li>Membership Subscriptions</li> <li>Re-Registration of Members</li> <li>Liability</li> <li>Cessation</li> <li>Register of Members</li> <li>Associates</li> </ul>	Clauses 7-20
<b>DECISION-MAKING BY MEMBERS</b>	<ul style="list-style-type: none"> <li>General Meetings</li> <li>Chairperson</li> <li>Quorum</li> <li>Voting</li> <li>Proxy</li> <li>Resolutions</li> <li>Adjournment</li> </ul>	Clauses 21-31, Schedule 1
<b>BOARD (CHARITY TRUSTEES)</b>	<ul style="list-style-type: none"> <li>Management by the Board</li> <li>Interim Board</li> <li>Composition</li> <li>Elected</li> <li>Appointed &amp; Co-opted Charity Trustees</li> <li>Vacancy</li> <li>General Duties</li> <li>Code of Conduct</li> <li>Register of Trustees</li> <li>Termination</li> </ul>	Clauses 33-49,
<b>DECISION-MAKING BY CHARITY TRUSTEES</b>	<ul style="list-style-type: none"> <li>Chairperson</li> <li>Board Meetings</li> <li>Voting</li> <li>Sub Committees</li> </ul>	Clauses 50-59
<b>ADMINISTRATION &amp; FINANCE</b>	<ul style="list-style-type: none"> <li>Constraints on payments</li> <li>Personal interests</li> <li>Office Bearers</li> <li>Finances &amp; Accounts</li> <li>Notices</li> <li>Records of meetings</li> <li>Indemnity</li> <li>Alteration to Clauses</li> <li>Dissolution</li> </ul>	Clauses 60-72

Charities and Trustee Investment (Scotland) Act 2005

**Constitution  
of  
St David's Brass Band SCIO**

In this constitution, the following definitions apply throughout:

- **"2005 Act"** means the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification and re-enactment thereof for the time being in force.
- **"AGM"** means an Annual General Meeting.
- **"Board"** means the Board of Charity Trustees.
- **"Charity"** means a body entered in the Scottish Charity Register as defined under section 106 of Charities and Trustee Investment (Scotland) Act 2005.
- **"Charity Trustees"** means the persons having the general control and management of the Organisation.
- **"Clauses"** means any clause.
- **"Clear days"**, in relation to notice of a meeting, means a period excluding the day when notice is given and the day of the meeting.
- **"Community"** has the meaning given in clause 4.
- **"GM"** means a General Meeting.
- **"Group"** means those other organisations (incorporated or not) that are not this organisation.
- **"Individual"** means a human/person.
- **"Members"** means those individuals and groups who have joined this organisation.
- **"Organisation"** means the SCIO whose constitution this is.
- **"OSCR"** means the Office of the Scottish Charity Regulator.
- **"Property"** means any property, assets or rights, heritable or moveable, wherever situated in the world.
- **"SCIO"** means Scottish Charitable Incorporated Organisation.
- **"them"** and **"their"** refer to individuals or groups (either he, she or they).

Words in the singular include the plural and words in the plural include the singular.

These Clauses supersede any model clauses. Any words or expressions defined in the 2005 Act shall, if not inconsistent with the subject or context, bear the same meanings in the Clauses.

The Schedule to these Clauses is deemed to form an integral part of these Clauses.



	<b>NAME</b>
1	The name of the Organisation is St David's Brass Band SCIO.
2	The Organisation is a Scottish Charitable Incorporated Organisation (SCIO).
	<b>REGISTERED OFFICE</b>
3	The principal office of the Organisation will be in Scotland (and must remain in Scotland).
	<b>DEFINITION OF COMMUNITY AND PURPOSES</b>
4	The Organisation, St. David's Brass Band SCIO is a community of interest based in Gorebridge, Midlothian and is open to individuals from any geographic area who want to play or learn to play a brass or percussion instrument, with the following purposes:
4.1	To offer recreational facilities and provide recreational activities with the object of improving the conditions of life for the persons for whom the facilities or activities are primarily intended.
4.2	The advancement of education.
4.3	The advancement of the arts, heritage and culture.
4.4	The advancement of community development.
4.5	The advancement of inter-organisation co-operation.
	<b>POWERS</b>
5	The SCIO has power to do anything which is calculated to further its purposes or is conducive or incidental to doing so.  In particular, (but without limiting the range of powers available under the 2005 Act), the SCIO has power:
5.1	to encourage and develop a spirit of voluntary or other commitment by, or co-operation with, individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Organisation to achieve the Purposes;
5.2	to promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and programmes;

5.3	to provide advice, consultancy, training, tuition, expertise and assistance;
5.4	to prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute clauses, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium;
5.5	to purchase, take on lease, hire, or otherwise acquire any property suitable for the organisation;
5.6	to construct, convert, improve, develop, conserve, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate (or arrange for the professional or other appropriate management and operation of) the organisation's property;
5.7	to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the organisation;
5.8	to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;
5.9	to employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the organisation;
5.10	to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the organisation;
5.11	to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely, conditionally or in trust;
5.12	to borrow or raise money for the Purposes and to give security in support of any such borrowings by the organisation and/or in support of any obligations undertaken by the organisation;
5.13	to set aside funds not immediately required as a reserve or for specific purposes;
5.14	to invest any funds which are not immediately required for the activities of the organisation in such investments as may be considered appropriate, which may be held in the name of a nominee organisation under the instructions of the Board of Trustees, and to dispose of, and vary, such investments;
5.15	to make grants or loans of money and to give guarantees;



5.16	to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the purposes;
5.17	to establish, operate and administer and/or otherwise acquire any separate trading organisation or association, whether charitable or not;
5.18	to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the organisation and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charitable organisation;
5.19	to enter into contracts to provide services to or on behalf of others;
5.20	to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);
5.21	to oppose, or object to, any application or proceedings which may prejudice the interests of the organisation;
5.22	to pay the costs of forming the organisation and its subsequent development;
5.23	to carry out the Purposes as principal, agent, contractor, trustee or in any other capacity.
<b>GENERAL STRUCTURE OF THE ORGANISATION</b>	
6	The Organisation is composed of:
6.1	<p><b>Members:</b></p> <p>I Ordinary members:</p> <p>Playing Member – An individual player for a band under the management of St. David's Brass Band SCIO and any individual receiving tuition from St. David's Brass Band SCIO.</p> <p>Non Playing Member – An individual who is an ex-player of a band under the management of St. David's Brass Band SCIO, a parent/guardian of a playing /ex-playing member of a band under the management of St. David's Brass Band SCIO (Including Junior Members).</p> <p>II Junior members:</p> <p>Individuals under the age of 16 years who play for a band under the management of St. David's Brass Band SCIO and any individual receiving tuition from St. David's Brass Band SCIO.</p>

6.2	Associate Members: Those who wish to support the organisation's purposes, for example participants of other Expressive Arts groups, other hall user groups and individuals And:
6.3	Charity Trustees : Those from the Organisation who are elected at the AGM to serve on the Board with the responsibility for controlling activities relating to the purposes of the Organisation.  Co-opted Trustees: Those individuals appointed by Charity Trustees as and when required to perform tasks.
	<b>MEMBERSHIP</b>
7	The members of the organisation shall consist of those individuals who made the application for registration of the organisation and such other individuals and groups as are admitted to membership under the following clauses.
8	The Organisation shall have not fewer than 20 Ordinary members at any time; and
8.1	In the event that the number of members falls below 20 the Board may conduct only essential business other than taking steps to ensure the admission of sufficient Ordinary Members to achieve the minimum number.
9	Membership of the Organisation is open to:
9.1	Ordinary members. That is:  Playing and non-playing members of St. David's Brass Band SCIO will have the right to attend members' meetings (including any AGM/GM) and will have powers under the constitution, in particular to appoint people to serve on the Board and to take decisions on changes to the constitution itself. And:  Associates Members. That is:  Those who are not members of the Community but who wish to support the Organisation's purposes. Each Member which is a group shall appoint one named authorised representative to represent and act for such Member at all GMs. Any change in the appointment of an authorised representative may be made at any time by the appointing Member, but only by written notice to the Organisation. Such notice will take effect upon its receipt by the Organisation.  Associate Members will have the right to vote, provided that Ordinary Members in attendance are always in majority.
9.2	Individuals under the age of 16 years.  That is: those who play for a band under the management of St David's Brass Band SCIO and who are members of the Community ("Junior Members") (such Members not being eligible to serve as Charity Trustees).



9.3	If an Individual or group ceases to fulfil the criteria within clause 9.1 or 9.2, that Individual or group must inform the Organisation.
9.4	<p>Responsibilities of Playing Members</p> <p>(a) Playing Members are required to sign for receipt of any instrument, uniform, mutes or other similar item issued by the organisation.</p> <p>(b) Playing Members will be accountable for such items (in accordance with above clause) whilst in their care.</p> <p>(c) Playing Members are expected to attend rehearsals regularly and participate in Band commitments. Notification should be communicated to a designated band representative when they are unable to fulfil this requirement.</p>
<b>APPLICATION FOR MEMBERSHIP</b>	
10	No Individual or Group may become a Member unless that Individual or Group has submitted a written application for membership in the form prescribed by the Charity Trustees and the Charity Trustees have approved the application. An application submitted by a Group must be signed on behalf of that Group.
10.1	The Charity Trustees shall consider applications for membership at the next Board Meeting. The Charity Trustees shall assess each application to determine whether the applicant meets the criteria for becoming an Ordinary Member or Junior Member.
10.2	A maximum number of four employees of the SCIO are eligible for membership.
10.3	The Board may, at its discretion, refuse to admit any person / Group to membership if believed not to be conducive to the purposes of the Organisation set out in clause 4.
10.4	There will be no discrimination which breach discrimination such as on grounds of age, disability, gender, reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, political affiliation.
11	Membership of the Organisation may not be transferred by a member.



<b>MEMBERSHIP SUBSCRIPTIONS</b>	
12	<p>Members shall be required to pay an annual membership subscription. The amount of the annual membership shall be £240 for Playing Members and £120 for Junior Members (unless and otherwise determined by the members) and is due from 1st April in each year.</p> <p>Associate Members annual membership will be £1, due from 1st April in each year.</p>
12.1	<p>Annual subscriptions shall be set by Members at the AGM. There are concessionary rates for Junior Members, those under 18 or anyone in full-time education, those who are unemployed and those who are over 60.</p> <p>Unless a regular payment plan is agreed with the Treasurer, the annual membership subscriptions shall be payable on or before 31<sup>st</sup> July in each year.</p> <p>If the subscription payable by any member remains outstanding more than 4 months after the date on which it fell due and providing they have been given at least one written reminder, the Board may choose, by resolution to that effect, to expel them from membership.</p> <p>With the discretion of the Treasurer and Chairperson, a Playing Member may have their subscription waived or reduced in a particular year owing to extreme or unusual financial circumstances. Such arrangements are confidential and should not be taken as precedent.</p>
12.2	Non Playing Members do not pay any subscriptions.
12.3	<p><b>Players' Gift Fund</b></p> <p>The membership subscription includes a £5 donation to the Players' Gift Fund, which can be used at player's discretion for such items as gifts and cards. At the end of St. David's Brass Band SCIO financial year, any amount in the fund over £50 is transferred to Band funds. This is administered by the Board on behalf of players.</p>
12.4	<p>Any Individual or Organisation who/which ceases to be a Member shall not be entitled to a refund of their/its membership subscription.</p> <p>Any outstanding membership subscription must be paid in full or continue with standing order until fully paid.</p>
<b>RE-REGISTRATION OF MEMBERS</b>	
13	The Board may, at any time, issue notices to the members requiring them to confirm that they wish to remain as members of the organisation, and allowing them a period of 28 days (running from the date of issue of the notice) to provide that confirmation to the Board.
13.1	If a member fails to provide confirmation to the Board (in writing or by e-mail) that they wish to remain as a member of the organisation before the expiry of the 28-day period referred to in clause 13, the Board may expel them from the membership.

13.2	A notice under clause 13 will not be valid unless it refers specifically to the consequences (under clause 13.1) of failing to provide confirmation within the 28-day period.
<b>LIABILITY OF MEMBERS</b>	
14	The members of the Organisation have no liability to pay any sums to help to meet the debts (or other liabilities) of the organisation if it is wound up; accordingly, if the Organisation is unable to meet its debts, the members will not be held responsible.
15	The members and Charity Trustees have certain legal duties under the Charities and Trustee Investment (Scotland) Act 2005; and clause 14 does not exclude (or limit) any personal liabilities they might incur if they are in breach of those duties or in breach of other legal obligations or duties that apply to them personally.
<b>CESSATION OF MEMBERSHIP</b>	
16	A Member shall cease to be a member when:
16.1	a written and signed notice of withdrawal is sent by them to the organisation, or an email of withdrawal is sent to an office bearer and all items belonging to the organisation and in their possession are returned.
16.2	that Member has failed to pay an annual membership subscription for over four months and has received at least one written reminder, and the Board has resolved to expel that Member;
16.3	that Member has failed to respond to any re-registration request under clause 13;
16.4	a resolution that that Member be expelled (where that Member's conduct, in their/ its capacity as a Member, has been detrimental to the effective functioning of the Organisation is passed by a resolution at a GM (notice of which shall state: (a) the full text of the resolution proposed; and (b) the grounds on which it is proposed) at which the Member is entitled to be heard;
16.5	in the case of an Individual, that Individual has died (membership of the Organisation not being transferable);
16.6	in the case of a group, that group goes into receivership or liquidation, or is dissolved or otherwise ceases to exist (membership of the Organisation not being transferable);
16.7	where the Member is a Charity Trustee of the Organisation, that Member has failed to comply with the code of conduct for Trustees in a manner which would result in them ceasing to be a Trustee and a member.



<b>REGISTER OF MEMBERS</b>	
17	<p>The Board must keep a register of members, setting out for each current member:</p> <ul style="list-style-type: none"> <li>a) their full name;</li> <li>b) their address;</li> <li>c) the date on which they were registered as a member of the organisation.</li> </ul> <p>In addition each member is asked to provide their contact number (in case of emergencies) and their email address.</p>
17.1	<p>Where any member is not an individual, the register must also contain:</p> <ul style="list-style-type: none"> <li>a) any other name by which the member is known;</li> <li>b) the principal contact for the member;</li> <li>c) any number assigned to it in the Scottish Charity Register, if it is a charity; and</li> <li>d) any number with which it is registered as a company, if it is a company.</li> </ul>
17.2	<p>For each former member the register must set out, for at least six years from the date on which they ceased to be a member:</p> <ul style="list-style-type: none"> <li>a) their name; and</li> <li>b) the date on which they ceased to be a member.</li> </ul>
17.3	<p>The Board must ensure that the register of members is updated within 28 days of receiving notice of any change.</p> <ul style="list-style-type: none"> <li>a) which arises from a resolution of the Board or a resolution passed by the Members of the Organisation;</li> <li>b) which is notified to the Organisation.</li> </ul>
17.4	<p>If a member or Charity Trustee of the Organisation requests a copy of the register of members, the Board must ensure that a copy is supplied to them within 28 days, providing the request is reasonable. If the request is made by a member (rather than a Charity Trustee), the Board may provide a copy which has the addresses blanked out.</p>
<b>ASSOCIATE MEMBERS</b>	
18	<p>Individuals and Groups wishing to support the Purposes who are not Ordinary members may become Associate members of the Organisation. Associate Members will have the right to vote, provided that Ordinary Members in attendance are always in majority.</p>

18.1	No Individual or Group may become an Associate Member unless that Individual or Group has submitted a written application to become an Associate Member in the form prescribed by the Charity Trustees and the Charity Trustees have approved the application. An application submitted by a Group must be signed on behalf of that Group.
18.2	The Charity Trustees shall consider applications for Associate Membership at the next Board Meeting. The Charity Trustees shall assess each application to determine whether the applicant meets the criteria for becoming an Associate Member.
19	<p>The Charity Trustees shall cause a register of Associate Members to be maintained containing:</p> <ul style="list-style-type: none"> <li>(a) the name and address of each Associate Member;</li> <li>(b) the date on which each Individual or Group was registered as an Associate Member; and</li> <li>(c) the date at which any Individual or Organisation ceased to be an Associate Member.</li> </ul>
20	An Associate Member shall cease to be an Associate Member when:
20.1	that Associate Member sends a written notice of resignation to the Organisation;
20.2	that Associate Member becomes a member of the Community;
20.3	a resolution that that Associate Member be expelled from being an Associate Member (where that Associate Member's conduct, in their capacity as an Associate Member, has been detrimental to the effective functioning of the Organisation) is passed by a resolution at a GM (notice of which shall state: (a) the full text of the resolution proposed; and (b) the grounds on which it is proposed) at which the Associate Member is entitled to be heard);
20.4	<p>in the case of an Individual:</p> <ul style="list-style-type: none"> <li>(a) that Individual becomes insolvent or apparently insolvent or makes any arrangement with their creditors; or</li> <li>(b) that Individual has died; or</li> </ul>
20.5	in the case of a Group, that Group goes into receivership or liquidation, or is dissolved or otherwise ceases to exist.



	<b>GENERAL MEETINGS (Meetings of the Members)</b>
21	<p>The Board may call a GM at any time and must call a GM within 28 days of a valid requisition. To be valid, such requisition must be signed by at least 5% of the Members, provided:</p> <ul style="list-style-type: none"> <li>a) the notice states the purpose for which the meeting is to be held;</li> <li>b) those purposes are not inconsistent with the terms of this constitution, the Charities and Trustee (Investment) Scotland Act 2005 or any other statutory provision.</li> </ul> <p>and must be delivered to the registered office of the Organisation. The requisition may consist of several documents in like form each signed by one or more of the Members.</p>
	<b>Annual General Meeting</b>
22	<p>The Board shall convene one GM a year as an AGM. An AGM need not be held during the calendar year during which the Organisation is incorporated, provided an AGM is held within 15 months of the date of incorporation. Thereafter, not more than 15 months shall elapse between one AGM and the next.</p>
22.1	<p>The business of each AGM shall include:</p> <ul style="list-style-type: none"> <li>(a) a report by the Chairperson on the activities of the Organisation;</li> <li>(b) Conductor's Report;</li> <li>(c) the fixing of annual subscriptions;</li> <li>(d) consideration of the accounts of the Organisation;</li> <li>(e) a report of the auditor if applicable;</li> <li>(f) the election of Elected Charity Trustees; and</li> <li>(g) the appointment of the auditor if applicable.</li> </ul>
	<b>Notice of General Meetings</b>
23	<p>Subject to the terms of clause 67, notice of a GM shall be given as follows:</p>
23.1	<p>At least 14 Clear Days' notice must be given of any GM.</p>
23.2	<p>The notice must specify the place, date and time of the GM, the general nature of business to be dealt with at the meeting; and</p> <ul style="list-style-type: none"> <li>(a) in the case of a resolution to alter the constitution, must set out the exact terms of the proposed alteration(s); and</li> <li>(b) in the case of any special resolution (as defined in clause 30) must set out the exact terms of the resolution.</li> </ul>
23.3	<p>The Notice of every members' meeting must be given to all the members of the organisation, and to all the Charity Trustees; but the accidental omission to give notice to one or more members will not invalidate the proceedings at the meeting.</p>



	<b>CHAIRPERSON OF GENERAL MEETINGS</b>
24	<p>(a) The Chairperson of the organisation shall act as Chairperson of each GM.</p> <p>(b) If the Chairperson is not present or willing to act as Chairperson of the GM within 15 minutes after the time at which it was due to start, the Charity Trustees present shall elect from among themselves one of the Elected Charity Trustees who will act as Chairperson of that GM.</p>
	<b>QUORUM AT GENERAL MEETINGS</b>
25	<p>The quorum for a GM shall be the greater of:</p> <p style="padding-left: 40px;">(a) eleven Members; or</p> <p style="padding-left: 40px;">(b) 10% of the Members,</p> <p>present either in person or by a digital format. The Board will administer the Digital Format to be used.</p> <p>No business shall be dealt with at any GM unless a quorum is present.</p> <p>Associate Members will have the right to vote, provided that Ordinary Members in attendance are always in majority.</p>
25.1	<p>If a quorum is not present within 15 minutes after the time at which the GM was due to start (or if, during a GM, a quorum ceases to be present) the GM shall be adjourned until such time, date and place as may be fixed by the Chairperson of the GM.</p>
25.2	<p>The Board will make arrangements in advance of a GM to allow members to fully participate remotely, so long as all those participating in the meeting can communicate with each other; and all Members may vote during the meeting. A Member participating remotely by such means shall be deemed to be present in person at the GM.</p>
	<b>VOTING AT GENERAL MEETINGS</b>
26	<p>The Chairperson of the meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.</p>
26.1	<p>Each Member shall have one vote, to be exercised in person, by a show of hands.</p>
26.2	<p>A secret ballot may be demanded by:</p> <p style="padding-left: 40px;">(a) the chairperson of the GM; or</p> <p style="padding-left: 40px;">(b) at least two Members present at the GM,</p> <p>before a show of hands and must be taken immediately and in such manner as the chairperson of the GM directs. The result of a secret ballot shall be declared at that GM.</p>

27	<p>There shall be no ability for proxy voting.</p> <p>However attendance in person by a digital format. The Board will administer the Digital Format to be used.</p>
28	<p>In the event of an equal number of votes for and against any resolution, the Chairperson of the meeting shall have a vote in their capacity as a member of the Organisation.</p>
	<b>Resolutions</b>
29	<p>At any GM an Ordinary Resolution put to the vote of the meeting may be passed by a simple majority of the Members voting (in person or by Digital Format),</p>
30	<p>Certain resolutions must be passed as Special Resolutions, including resolutions:</p> <ul style="list-style-type: none"> <li>a) to alter the name of the Organisation; or</li> <li>b) to amend the Purposes; or</li> <li>c) to amend these Clauses; or</li> <li>d) to wind up the Organisation in terms of clause 72.</li> </ul> <p>At any GM a Special Resolution put to the vote of the meeting may be passed by not less than two thirds of the Members voting (in person or by Digital Format).</p>
31	<p>Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, and shall have effect as if they had been passed at a GM, provided the terms of this Clause are followed.</p>
31.1	<p>An Ordinary Resolution may be passed in writing if signed by a simple majority of all the Members.</p>
31.2	<p>A Special Resolution to wind up the Organisation may be passed in writing if signed by all the Members.</p>
31.3	<p>Any other Special Resolution may be passed in writing if signed by not less than two thirds of all the Members.</p>
31.4	<p>Written resolutions must be sent to all Members at the same time (the "Circulation Date") in hard copy (posted or hand-delivered) or electronic form (faxed or e-mailed), or by means of a website.</p>



31.5	<p>Written resolutions must be accompanied by a statement informing the Member:</p> <ul style="list-style-type: none"> <li>(a) how to signify agreement to the resolution;</li> <li>(b) how to return the signed resolution to the Organisation (in hard copy (posted or hand-delivered) or electronic form (faxed or e-mailed));</li> <li>(c) the date by which the resolution must be passed if it is not to lapse (that is, the date which is 28 days after the Circulation Date); and</li> <li>(d) that they will not be deemed to have agreed to the resolution if they fail to reply.</li> </ul>
31.6	A written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Members.
31.7	Once a Member has signed and returned a written resolution in agreement thereto, that Members' agreement is irrevocable.
31.8	The Members may require the Organisation to circulate a written resolution.
31.8.1	The resolution must be requested by at least 5% of the Members. Requests must be in hard copy (posted or hand-delivered) or electronic form (faxed or e-mailed), must identify the resolution and may be accompanied by a statement not exceeding 1,000 words which the Organisation will also be required to circulate.
31.8.2	The Board may reject the resolution but must provide reasons for doing so to the members requesting the resolution.
31.8.3	If accepted, the Organisation must circulate the resolution and any accompanying statement within 21 days, and may require the requesting Members to cover the expenses it incurs circulating the resolution.
	<b>MEETING ADJOURNMENT</b>
32	The Chairperson of the GM may, with the consent of a majority of the Members voting (in person or by Digital Format), adjourn the General Meeting to such time, date and place as the Chairperson may determine.
	<b>ORGANISATION MANAGEMENT</b>
33	The affairs, property and funds of the Organisation shall be directed and managed by a Board of Charity Trustees. The Board:
33.1	shall set the strategy and policy of the Organisation;

33.2	shall, where no employees or managers are appointed; be responsible for the day-to-day management of the Organisation;
33.3	shall hold regular meetings between each AGM, meeting as often as necessary to despatch all business of the Organisation;
33.4	shall monitor the financial position of the Organisation;
33.5	shall direct and manage the affairs and Property of the Organisation;
33.6	shall generally control and supervise the activities of the Organisation;
33.7	may, on behalf of the Organisation, do all acts which may be performed by the Organisation (other than those required to be performed by the Members at a GM);
33.8	may exercise the powers of the Organisation; and
33.9	may not also be paid employees of the Organisation.
<b>INTERIM BOARD</b>	
34	Upon incorporation of the organisation, the individuals who signed the Charity Trustee declaration forms which accompanied the application for incorporation of the organisation shall be deemed to have been appointed by the members as Charity Trustees with effect from the date of incorporation of the Organisation.
34.1	The Interim Board shall retire at the first GM, which shall be held as soon as practicable following incorporation, but shall remain eligible for re-election (the period of office between the date of incorporation and the date of the first GM not being regarded as a "term of office" for the purposes of clause 24.6).
<b>COMPOSITION OF THE BOARD OF CHARITY TRUSTEES</b>	
35	The number of Charity Trustees shall be not less than three and the total number of Charity Trustees shall not be more than 11 (8 elected and 3 co-opted).
<b>APPOINTMENT OF CHARITY TRUSTEES</b>	
36	From and after the first General Meeting of the organisation, the Board shall comprise the following individual persons (a majority of whom shall always be Elected Charity Trustees):
36.1	up to 8 individual persons elected as Charity Trustees by the Members in accordance with clause 37 ("the Elected Charity Trustees"), who must themselves be Ordinary Members; and



36.2	There shall be no ability to appoint a Charity Trustee.
36.3	up to 3 individual persons co-opted in accordance with clause 39 ("the Co-opted Charity Trustees"), so as to ensure a spread of skills and experience within the Board.
36.4	Employees of the Organisation may not be nominated as or become Charity Trustees.
36.5	Individuals under 16 years of age may not be nominated as or become Charity Trustees.
36.6	An individual disqualified under the Charities and Trustee Investment (Scotland) Act 2005 will not be eligible to be nominated as or become Charity Trustees.
<b>ELECTED CHARITY TRUSTEES</b>	
37	At the first General Meeting of the Organisation, the Members shall elect up to 8 individual Ordinary Members as Elected Charity Trustees.
37.1	Elected Charity Trustees must be nominated in writing by at least two Members. Such nominations must contain confirmation from the nominee that they are willing to act as an Elected Charity Trustee and must be delivered to the registered office of the Organisation at least seven days before the GM.
37.2	Each Member has one vote for each vacancy in the Elected Charity Trustees on the Board.
37.3	Provided the first GM is not also the first AGM, there shall be no changes in the Charity Trustees at the first AGM (except to fill any vacancies left following the first GM or caused by retirements since the first GM).
37.4	At the second and subsequent AGMs, one-third of the Elected Charity Trustees (rounding upwards if this is not a whole number) shall retire from office at the close or adjournment of that meeting.
37.5	A retiring Charity Trustee shall be eligible for re-election after one term of office. A retiring Charity Trustee shall not be eligible for re-election after two consecutive terms of office until a period of one year in which they have not been a Charity Trustee has passed.
37.6	The Elected Charity Trustee(s) to retire at an AGM shall be those who have been longest in office since their election/re-election (unless other Elected Charity Trustee(s) have agreed to retire at that AGM). As between Individuals who were appointed as Elected Charity Trustees on the same date, the Elected Charity Trustee(s) to retire shall be agreed between the Individuals appointed on the same date or determined by lot.



	<b>APPOINTED CHARITY TRUSTEES</b>
38	There shall be no ability to appoint a Charity Trustee.
	<b>CO-OPTED CHARITY TRUSTEES</b>
39	Subject to clause 35, the Charity Trustees may appoint Individuals as Charity Trustees to ensure a spread of skills and experience within the Board ("Co-opted Charity Trustees") and may remove a Co-opted Charity Trustee at any time.
39.1	A Co-opted Charity Trustee shall retire at the AGM following their appointment unless re-appointed by the Charity Trustees.
39.2	A Co-opted Charity Trustee can be removed from office at any time by a simple majority of the Board.
39.3	For the avoidance of doubt, a Co-opted Charity Trustee may participate fully in at all Board meetings which they attend, and is eligible to vote at them.
	<b>VACANCY</b>
40	The Board may from time to time fill any casual vacancy arising as a result of the retiral (or deemed retiral for any reason) of any Elected Charity Trustee from or after the date of such retiral or deemed retiral until the next AGM.
	<b>CHARITY TRUSTEES – GENERAL DUTIES</b>
41	Each of the Charity Trustees has a duty, in exercising functions as a Charity Trustee, to act in the interests of the organisation; and, in particular, must:
41.1	seek, in good faith, to ensure that the organisation acts in a manner which is in accordance with its purposes;
41.2	act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
41.3	in circumstances giving rise to the possibility of a conflict of interest between the organisation and any other party, put the interests of the organisation before that of the other party; where any other duty prevents them from doing so, disclose the conflicting interest to the organisation and refrain from participating in any deliberation or decision of the other Charity Trustees with regard to the matter in question;
41.4	ensure that the organisation complies with any direction, requirement, notice or duty imposed under or by virtue of the Charities and Trustee Investment (Scotland) Act 2005.

42	In addition to the duties outlined in clause 41, all of the Charity Trustees must take such steps as are reasonably practicable for the purpose of ensuring:
42.1	that any breach of any of those duties by a Charity Trustee is corrected by the Charity Trustee concerned and not repeated; and
42.2	that any Charity Trustee who has been in serious and persistent breach of those duties is removed as a Charity Trustee.
43	Provided they have declared their interest - and have not voted on the question of whether or not the organisation should enter into the arrangement - a Charity Trustee will not be debarred from entering into an arrangement with the group in which they have a personal interest; and (subject to clause 61 and to the provisions relating to remuneration for services contained in the Charities and Trustee Investment (Scotland) Act 2005), they may retain any personal benefit which arises from that arrangement.
44	No Charity Trustee may serve as an employee (full time or part time) of the organisation; and no Charity Trustee may be given any remuneration by the organisation for carrying out their duties as a Charity Trustee.
45	The Charity Trustees may be paid all travelling and other expenses reasonably incurred by them in connection with carrying out their duties; this may include expenses relating to their attendance at meetings.
<b>CODE OF CONDUCT FOR CHARITY TRUSTEES</b>	
46	Each of the Charity Trustees shall comply with the code of conduct (incorporating detailed rules on conflict of interest) prescribed by the Board from time to time.
46.1	The code of conduct shall be supplemental to the provisions relating to the conduct of Charity Trustees contained in this constitution and the duties imposed on Charity Trustees under the Charities and Trustee Investment (Scotland) Act 2005; and all relevant provisions of this constitution shall be interpreted and applied in accordance with the provisions of the code of conduct in force from time to time.
<b>REGISTER OF CHARITY TRUSTEES</b>	
47	The Board must keep a register of Charity Trustees, setting out for each current Charity Trustee: <ul style="list-style-type: none"> <li>a) the name of the Charity Trustee;</li> <li>b) the address of the Charity Trustee;</li> <li>c) the date on which they were appointed as a Charity Trustee; and</li> <li>d) any office held by them in the organisation.</li> </ul>



47.1	<p>Where a Charity Trustee is not an individual the register must also contain:</p> <ul style="list-style-type: none"> <li>a) Any other name by which the Charity Trustee is known;</li> <li>b) the principal contact for the Charity Trustee;</li> <li>c) any number assigned to it in the Scottish Charity Register (if it is a charity); and</li> <li>d) any number with which it is registered as a company, if it is a company.</li> </ul>
47.2	<p>Where the Charity Trustee is appointed by OSCR under section 70A of the 2005 Act it must be recorded in the register.</p>
47.3	<p>For each former Charity Trustee the register must set out, for at least 6 years from the date on which they ceased to be a Charity Trustee:</p> <ul style="list-style-type: none"> <li>a) the name of the Charity Trustee;</li> <li>b) any office held by the Charity Trustee in the Organisation; and</li> <li>c) the date on which they ceased to be a Charity Trustee.</li> </ul>
47.4	<p>The Board must ensure that the register of Charity Trustees is updated within 28 days of receiving notice of any change</p> <ul style="list-style-type: none"> <li>a) which arises from a resolution of the Board or a resolution passed by members of the Organisation; or</li> <li>b) which is notified to the Organisation.</li> </ul>
47.5	<p>If any person requests a copy of the register of Charity Trustees, the Board must ensure that a copy is supplied to them within 28 days, providing the request is reasonable; if the request is made by a person who is not a Charity Trustee of the Organisation, the Board may provide a copy which has the name and address of any of the Charity Trustees blanked out. The name of a Charity Trustee may only be blanked out if the Organisation is satisfied that including that information is likely to jeopardise the safety or security of any person or premises.</p>
<b>TERMINATION OF CHARITY TRUSTEES OFFICE</b>	
48	<p>A Charity Trustee will automatically cease to hold office if: –</p>
48.1	<p>they give the Organisation a notice of resignation, signed by them;</p>
48.2	<p>they become an employee of the Organisation;</p>
48.3	<p>in the case of a Charity Trustee elected under clause 37 they cease to be a member of the Organisation;</p>

48.4	in the case of a Charity Trustee appointed under clause 38 they cease to be a member of the appointing group;
48.5	in the case of a Charity Trustee co-opted under clause 39 the Board under clause 39.2 vote to end the appointment;
48.6	they become disqualified from being a Charity Trustee under the Charities and Trustee Investment (Scotland) Act 2005;
48.7	they are absent (without good reason, in the opinion of the Board) from more than three consecutive meetings of the Board - but only if the Board resolves to remove them from office;
48.8	they become incapable for medical reasons of carrying out their duties as a Charity Trustee - but only if that has continued (or is expected to continue) for a period of more than six months;
48.9	they are removed from office by resolution of the Board on the grounds that they are considered to have committed a material breach of the code of conduct for Charity Trustees (as referred to in clauses 46);
48.10	they are removed from office by resolution of the Board on the grounds that they are considered to have been in serious or persistent breach of their duties under section 66(1) or (2) of the Charities and Trustee Investment (Scotland) 2005 Act;
48.11	they become prohibited from being a Charity Trustee by virtue of section 69(2) of the Charities and Trustee Investment (Scotland) 2005 Act;
48.12	they commit any offence under section 53 of the Charities and Trustee Investment (Scotland) 2005 Act.
49	Clauses 48.9 and 48.10 apply only if the following conditions are met:
49.1	the Charity Trustee who is subject of the resolution is given reasonable prior written notice of the grounds upon which the resolution for removal is to be proposed;
49.2	the Charity Trustee concerned is given the opportunity to address the meeting at which the resolution is proposed prior to the resolution being put to a vote; and
49.3	at least two thirds of the Charity Trustees then in office vote in favour of the resolution.



	<b>CHAIRPERSON</b>
50	The Board shall meet as soon as practicable, meeting immediately after each AGM or following the resignation of the existing Chairperson, to appoint: an Elected Charity Trustee to chair Board meetings and GMs (the "Chairperson"), and
50.1	In the event that: the Chairperson is not present and willing to act within 15 minutes of the time at which the GM/Board meeting is due to start, or no Chairperson is currently appointed the Charity Trustees present must appoint an Elected Charity Trustee to chair the GM/Board meeting.
	<b>BOARD MEETINGS</b>
51	The quorum for Board meetings shall be not less than 50% of all the Trustees, a majority of whom are Elected Charity Trustees. No business shall be dealt with at a Board meeting unless such a quorum is present.
51.1	A Charity Trustee shall not be counted in the quorum at a meeting (or at least the relevant part thereof) in relation to a resolution on which, whether because of personal interest or otherwise, they are not entitled to vote.
51.2	The Board may make any arrangements in advance of any Board meeting to allow members to fully participate in such meetings so long as all those participating in the meeting can clearly comprehend each other; a member participating in any such means other than in person shall be deemed to be present in person at the Board meeting.
52	7 Clear Days' notice in writing shall be given of any meeting of the Board at which a decision in relation to any of the matters referred to in clause 30 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided.
52.1	All other Board meetings shall require not less than 7 days' prior notice, unless all Charity Trustees agree unanimously in writing to dispense with such notice on any specific occasion.
52.2	On the request of a Charity Trustee the Chairperson shall summon a meeting of the Board by notice served upon all Charity Trustees, to take place at a reasonably convenient time and date.
53	No alteration of the Clauses and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

54	The Board may act notwithstanding any vacancy in it, but where the number of Charity Trustees falls below the minimum number specified in clause 35, it may not conduct any business other than to appoint sufficient Charity Trustees to match or exceed that minimum.
55	The Board may invite or allow any person to attend and speak, but not to vote, at any meeting of the Board or of its sub-committees.
56	The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to these Clauses, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members/Charity Trustees.
<b>VOTING AT BOARD MEETINGS</b>	
57	The Chairperson of the Board meeting shall endeavour to achieve consensus wherever possible but, if necessary, questions arising shall be decided by being put to the vote.
57.1	Each Charity Trustee present (and who is eligible to vote) has one vote. In the event of an equal number of votes for and against any resolution at a Board meeting, the Chairperson of the meeting shall have a casting vote as well as a deliberative vote.
57.2	A resolution in writing shall be as valid and effectual as if it had been passed at a meeting of the Board or of a sub-committee. A resolution may consist of one or several documents in the same form each signed by one or more Charity Trustees or members of any relative sub-committee as appropriate.
<b>SUB-COMMITTEES</b>	
58	The Board may delegate any of its powers to sub-committees, each consisting of not less than one Charity Trustee and such other person or persons as it thinks fit or which it delegates to the sub-committee to appoint.
58.1	Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any remit and regulations imposed on it by the Board. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these Clauses for regulating the meetings and proceedings of the Board so far as applicable and so far as they are not superseded by any regulations made by the Board.
58.2	Each sub-committee shall ensure the regular and prompt circulation of, the minutes of its meetings to all Charity Trustees.
58.3	Any delegation of powers by the Board may be revoked or altered by the Board at any time.



	<b>CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND CHARITY TRUSTEES</b>
59	The income and property of the Organisation shall be applied solely towards promoting the Purposes and do not belong to the members. Any surplus income or assets of the Organisation are to be applied for the benefit of the Community.
60	No part of the income or property of the Organisation shall be paid or transferred (directly or indirectly) to the members of the Organisation, or to any other individual, whether by way of dividend, bonus or otherwise, except in the circumstances provided for in clause 61.
61	No benefit (whether in money or in kind) shall be given by the Organisation to any member or Charity Trustee except the possibility of:
61.1	repayment of out-of-pocket expenses (subject to prior agreement by the Board);
61.2	reasonable remuneration in return for specific services actually rendered to the Organisation (in the case of a Charity Trustee such services must not be of a management nature normally carried out by a Trustee of an Organisation);
61.3	payment of interest at a rate not exceeding the commercial rate on money lent to the Organisation;
61.4	payment of rent at a rate not exceeding the open market rent for property let to the Organisation;
61.5	the purchase of property from any member or Charity Trustee provided that such purchase is at or below market value;
61.6	the sale of property to any member or Charity Trustee provided that such sale is at or above market value; or
61.7	payment by way of any indemnity, where appropriate in accordance with clause 70.
62	Where any payment is made under clause 61, the terms of clause 63 must be observed.
	<b>PERSONAL INTERESTS &amp; CONFLICTS OF INTEREST</b>
63	Whenever a Charity Trustee finds that there is a personal interest, as defined in sub-clause 63.3 and 63.4, they have a duty to declare this to the Board meeting in question.

63.1	A Charity trustee must not vote at a Board meeting (or at a meeting of a sub-committee) on any resolution which relates to a matter in which they have a personal interest or duty which conflicts (or may conflict) with the interests of the SCIO.
63.2	It will be up to the Chairperson of the meeting in question to determine: <ul style="list-style-type: none"> <li>(a) whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or</li> <li>(b) whether the Charity Trustee in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or</li> <li>(c) whether the Charity Trustee in question should be required to be absent during that particular element of the meeting. Where a Charity Trustee leaves, or is required to leave, the meeting they no longer form part of the quorum for that meeting.</li> </ul>
63.3	An interest held by an individual who is "connected" with the Charity trustee under section 68(2) of the Charities and Trustee Investment (Scotland) Act 2005 (husband/wife, partner, child, parent, brother/sister etc) shall be deemed to be held by that Charity trustee;
63.4	A Charity trustee will be deemed to have a personal interest in relation to a particular matter if a body in relation to which they are an employee, director, member of the management committee, officer or elected representative has an interest in that matter.
63.5	The Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Organisation and, with the express prior written approval of the Charity Trustee or employee concerned, by members of the public.
<b>OFFICER BEARERS</b>	
64	The Board must elect (from among themselves) a Secretary and Treasurer for such term and upon such terms and conditions as they think fit. Any office bearer may be removed by the Board at any time.
<b>FINANCES &amp; ACCOUNTS</b>	
65	The Board shall determine:
65.1	which banks or building societies the bank accounts of the Organisation shall be opened with;
65.2	how bank accounts shall be maintained and operated; and



65.3	Subject to clause 65.4, the signature of two out of three signatories appointed by the board will be required in relation to all operations (other than lodging of funds) on the bank and building society accounts held by the Organisation; at least one of the two signatures must be the signature of a charity trustee.
65.4	Where the Organisation used 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 method reflected in clause 65.3.
66	The Board shall cause accounting records to be kept for the Organisation in accordance with the requirements of the 2005 Act and other relevant legislation.
66.1	The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board thinks fit and shall always be open to the inspection of the Trustees.
66.2	The Board must prepare annual accounts, complying with all relevant statutory requirements, and must ensure the accounts are examined or audited, as appropriate, by a qualified examiner or auditor.
66.3	At each AGM, the Board shall provide the members with a copy of the accounts for the period since the last preceding accounting reference date (or, in the case of the first account, since the incorporation of the Organisation). The accounts shall be accompanied by proper reports of the Board.
66.4	Copies of such accounts shall, not less than 14 clear days before the date of the Annual General Meeting, be delivered or sent to all members, Charity Trustees, the Office Bearers and the auditor, or otherwise be available for inspection on the website or other location of the Organisation (with all members, Charity Trustees, the Organisation Secretary and the auditor being made aware that they are so available for inspection there).
	<b>NOTICES</b>
67	The Organisation may serve a notice on a Member in hard copy (addressed to the address given for that Member in the register of members, and posted or hand-delivered) or electronic form (faxed or e-mailed). A notice is deemed to have been served on the day following the day on which it is hand-delivered, posted faxed or e-mailed.
68	The Organisation may communicate with a Member by electronic means (including fax and e-mail) unless the Member has requested that communications from the Organisation be sent in hard copy. The Organisation may publish notifications by means of a website provided the Organisation has advised Members of this and taken reasonable steps to notify Members who have informed the Organisation that they do not have internet access.

	<b>RECORDS OF MEETINGS</b>
69	The Board shall cause minutes to be made of all appointments of officers made by it and of the proceedings of all General Meetings and of all Board meetings and of sub-committees, including the names of those present, and all business transacted at such meetings and any such minutes of any meeting, if purporting to be signed after approval, either by the Chairperson of such meeting, or by the Chairperson of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
	<b>INDEMNITY</b>
70	Subject to the terms of the 2005 Act and without prejudice to any other indemnity, the Charity Trustees, or member of any sub-committee, the Organisation Office Bearers and all employees of the Organisation may be indemnified out of the funds of the Organisation against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may incur or sustain, in connection with or on behalf of the Organisation.
	<b>ALTERATION TO THE CLAUSES</b>
71	Subject to the terms of this clause, this constitution may be altered by a Special Resolution of the members passed in accordance with clause 30 or 31.3.
71.1	Any changes to the purposes set out in clause 4 are subject to written consent being obtained from OSCR (and its successors) in terms of section 16 of the Charities and Trustee Investment (Scotland) Act 2005.
71.2	The Board must notify OSCR (and its successors) of any changes to the constitution not relating to the purposes, in terms of section 17 of The Charities and Trustee Investment (Scotland) Act 2005.
	<b>DISSOLUTION</b>
72	The Organisation may be wound up or dissolved only on the passing of a Special Resolution for that purpose in accordance with clauses 30 and 31.4 and subject to written consent being obtained from OSCR.
72.1	<p>If, on the winding-up of the Organisation, any property or assets remains after satisfaction of all its debts and liabilities, such property shall be given or transferred to such other community body or bodies or charitable group, which has purposes which resemble closely the purposes of the Organisation, as may be:</p> <ul style="list-style-type: none"> <li>(a) determined by not less than two thirds of the Ordinary Members of the Organisation voting (in person or by Digital Format) at a General Meeting called specifically (but not necessarily exclusively) for the purpose; and</li> <li>(b) approved by OSCR (and its successors).</li> </ul>



# APPENDIX 2

## ANNUAL REPORT AND CONSOLIDATED ACCOUNTS







**ST. DAVID'S BRASS BAND  
&  
ST. DAVID'S BRASS BAND SCIO**

**ANNUAL REPORT  
& Consolidated  
ACCOUNTS**

**for the Year ending  
31st March 2020**

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# Trustees' Annual Report

## For the Year: 1st April 2019 to 31st March 2020

The trustees have pleasure in presenting merged reports together with the financial statements and the independent examiner's report for the year from 1st April 2019 to 31st March 2020.

While this report is about the year 2019 / 20, Covid-19 lockdown was imposed in mid-March, just before the year end. Its long term effects on all future aspects of the band and its activities are currently unknown.

### Reference and administration information

Charity name: St. David's Brass Band

Registered charity number SC028401

Charity name: St. David's Brass Band SCIO

Registered charity number SC047976

Charities' principal address

Charities' trustees on date of approval of Trustees' Annual Report

Donald Stuart Dickson Chairman

Andrew Thomson Secretary

Deirdre Kettle Treasurer

Julie Trotter

David Moir

Scott Galbraith

Stephen Wilson

William Fortune elected at AGM in Oct 2019

Other charity trustees during the year.

[REDACTED] was a trustee until 18 June 2019, when she stood down from the committee as she now receives remuneration for Youth tuition. She will continue as a youth advisor to the committee and a link with the Youths.

## Structure, governance and management

### Constitution

St David's Brass Band is a charitable unincorporated association.

St. David's Brass Band SCIO is a Scottish Charitable Incorporated Organisation

The purposes and administration arrangements for each are set out in the respective constitutions.

St. David's Brass Band is in the process of being wound up with all belongings and finances being transferred to St. David's Brass Band SCIO.

### Appointment of trustees

The Band's trustees are appointed by senior band members at our Annual General Meeting, which has been held in the autumn each year. The committee may co-opt trustees to fill any vacancies.

## Objectives and activities

### Charitable purposes

St David's Brass Band's purposes, as recorded in the constitution, are to advance the education of the band members and also the public of Midlothian and surrounding areas in the art of music and in particular brass band music by the presentation of public performances and other related activities.

St David's Brass Band SCIO's purposes, as recorded in the constitution, are :

To advance the education of the Band Members and also the public of Midlothian and surrounding areas in the art of music, and in particular brass band music.

To make public performances and other related activities.

### Summary of the main activities in relation to these objects

Rehearsals are held two evenings a week at Vogrie Hall, Gorebridge. These sessions are variously used for the senior band, youth group and learners, both adult and youth, with extra sessions arranged before contests.

Any Scottish contests entered are usually held according to the regulations of the Scottish Brass Band Association.

This year the senior band travelled to Durham to compete in a contest at the Beamish Museum and also the Scottish Championships in early March 2020.

They also played at several local events as well as playing: a concert at the Royal Society of Edinburgh; for the senior schools Mock Court Presentation event in Edinburgh's prestigious Signet Library; Edinburgh's Blackhall St. Columba's Church; Fisherrow Harbour Festival and Waterfront events at Musselburgh, and Christmas Carols at various venues.

The Youth band competed in the Scottish Youth Championships in November and Youth band players also joined the senior band players at many of the public events. Some also attended an 'instrument cleaning' tutorial run by Penicuik Silver Band. Unfortunately, a small concert planned for the end of March had to be cancelled, due to the Covid-19 lockdown. Although called the 'youth' band, in practice, there are also one or two adult learners that enjoy taking part.



## Summary of the main achievements

### Youth Band:

As with the previous year, one or two young players left, as they left school and moved on to other studies and one or two new players started, so numbers remained much the same. This inexperienced Youth band competed at the Scottish Youth Championships in the Preparatory section, gaining a creditable Bronze award. In line with allowed limits, our adult learners also took part.

### Senior Band:

Summer 2019 saw the band travel to the Beamish Museum to take part in an open air contest run by Durham County Brass Band Association. This was much enjoyed by all who went and marked the senior contesting debut of one of our adult learners. Hopes of going again in 2020 were dashed with the cancellation of the 2020 event. At the Scottish Championships, in March 2020, the senior band retained their Second Section status, again being placed 7th.

The Band played at quite a few local events, one of which was the unveiling of a Miners' Memorial in Gorebridge, which was well attended by people from surrounding areas.

### The premises:

The Band continues to occupy Vogrie Hall on a tenanted basis. The building has serious roof issues. The committee recognises that the Council does not have the funding to deal with these, but they must be addressed if the Band is to continue using the building. The sub-committee formed to put together an application for a Community Asset Transfer of the property, continues to follow up on this process, which has become extremely complicated and convoluted. A Winter Fayre was successfully held to raise funds for the Hall. It also helped to raise the profile of the Band's 'hall efforts' within the local community, gaining much support.

## Financial review

Members subscriptions represent four tenths of the year's income. There are currently no other users of the hall - a reflection of its run down state. There has been a string of users who tried using the hall, but as the reality of its current state set in, each group in turn has reluctantly moved to other premises.

After last year's grant application round, Midlothian Council awarded the Band of £2,260 for general band costs, spread over three years., starting with £700 this year.

Next year's sum of £1,020 was paid in March, towards the end of the 2019/20 year, giving a false impression of funds raised this year. Also, £240 of subs, due in the coming year, was paid in March, making a total of £1260 in funds that are income for next year. Against that, the Performing Rights Society payment was double the norm, as they were invoicing for the previous year too, after merging licensing systems with PPL, an extra sum of just over £200.

The trustees expect that the cost of instrument maintenance and repairs will continue to increase, as they begin to show their age. Last year, the committee designated funds, for instrument purchase, of £5,000. With Covid-19 lockdown making the financial future uncertain, should it become necessary, these designated funds could be used for other purposes.



## Statement of the charity's policy on reserves

The Band's reserves are currently sufficient. General unrestricted funds of £13,980, less the designated funds for instruments of £5,000, leaves £8,980 of unrestricted funds being about half a year's expected expenditure. The Trustees consider the general, unrestricted fund of £8,980 adequate for a typical year, but will keep a close eye on funds, given the uncertainties that lie ahead.

## Details of any surplus / deficit

Although there was an overall surplus of £514, there was a deficit of unrestricted funds of £366. Fund-raising around Christmas was less than previously, though events outside of that season had increased, but with some of those monies raised being restricted for Hall use.

## Outstanding liabilities - none.

## Donated facilities and services

The Band's conductor donates all his time with the Band for free.

## Consolidated accounts

As the Band is well into the process of becoming a Scottish Charitable Incorporated Organisation (SCIO), the accounts for the year 2019/20 are consolidated accounts for the two charities. There are one or two contractual items to finalise so that the process may be completed. There remains a small sum in the old bank account, until the change over is complete.

The trustees declare that they have approved the trustees' report above.

Signed on behalf of the charity's trustees by:

1. Donald Stuart Dickson  
Chairman

Date: 16 Sept 2020

2. Deirdre Kettle  
Treasurer

Date: 16 Sept 2020

## Statement of Receipts and Payments for the year ended 31 March 2020

	Unrestricted Funds	Restricted Funds	Current Year ended 31/03/2020	Last Year ended 31/03/2019
<b>Receipts</b>				
Donations	5,462	125	5,587	5,121
Grants	1,720		1,720	2,000
Receipts from fundraising activities	4,759	868	5,627	6,219
Income from investments other than land and buildings	10		10	14
Rents from land & buildings	795		795	1,785
Gross receipts from other charitable activities	0		0	0
			0	0
<b>Total receipts</b>	<b>12,746</b>	<b>993</b>	<b>13,739</b>	<b>15,139</b>
<b>Payments</b>				
Expenses for fundraising activities	595		595	367
Payments relating directly to charitable activities	11,985	0	11,985	10,560
Grants and donations		113	113	312
Audit / independent examination	30		30	30
Purchases of fixed assets	502		502	2,939
Purchase of investments			0	0
<b>Total payments</b>	<b>13,112</b>	<b>113</b>	<b>13,225</b>	<b>14,208</b>
<b>Net receipts / (payments)</b>	<b>(366)</b>	<b>880</b>	<b>514</b>	<b>931</b>
<b>Transfers to / (from) funds</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Surplus / (deficit) for year</b>	<b>(366)</b>	<b>880</b>	<b>514</b>	<b>931</b>





## Statement of Balances - As at 31 March 2020

	Unrestricted funds	Restricted funds	Total current period	Total last period
<b>Cash funds</b>				
Cash and bank balances at start of year	14,346	398	14,744	13,813
Surplus / (deficit) shown on receipts and payments account	(366)	880	514	931
			0	0
			0	0
<b>Cash and bank balances at end of year</b>	<b>13,980</b>	<b>1,278 0 0</b>	<b>15,258</b>	<b>14,744</b>

Investments	Fund to which asset belongs	Market valuation	Last year
Santander shares as at 31st March 2020	Unrestricted	112	294
	<b>Total</b>	<b>112</b>	<b>294</b>

Other assets: insurance values used, as insured new for old	Fund to which asset belongs	Insurance value	Last year
Instruments	Unrestricted	161,960	161,960
Band equipment (inc. music, uniforms)	Unrestricted	40,800	40,800
Other property, inc 2 trophies	Unrestricted	950	950
	<b>Total</b>	<b>203,710</b>	<b>203,710</b>

Signed on behalf of the charity's trustees by:

Signature	Name	Date of approval
		16 Sept 2020
		16 Sept 2020



## Notes to the accounts for the year ended 31 March 2020

### 1. Basis of accounting

These accounts have been prepared on the Receipts and Payments basis in accordance with the Charities & Trustee Investment (Scotland) Act 2005 and the Charities Accounts (Scotland) Regulations 2006 (as amended)

### 2. Nature and purpose of funds

**Unrestricted funds** are those that may be used at the discretion of the trustees in furtherance of the objects of the charity. The trustees maintain a single unrestricted fund for the day-to-day running of the club.

**Restricted funds** may only be used for specific purposes. Restrictions arise when specified by the donor or when funds are raised for specific purposes.

1. **Members' Gift Fund:** Senior band member's subscription includes a donation of £5 to the 'Members' Gift Fund', to be used for retirals, leaving collections and the like. Any balance exceeding £50 to be returned to unrestricted funds at year end. This year, the balance was less than £50, so no funds were transferred.
2. **Senior uniforms:** This small restricted fund is still available and remains the same amount as last year.
3. **Vogrie Hall Fund:** A fundraising event was held to raise funds towards costs incurred in acquiring Vogrie Hall. None has been paid out yet.

### 3. Remuneration and transactions

There was no remuneration paid to, or transactions with, trustees or any connected persons during the year.

### 4. Third party payments, not included in receipts and payments

**Advance sales** of tickets for Scottish Brass Band Youth Championships, total £70.

**£110** was an instrument repair, paid by band in same invoice as band instruments repairs, and then paid back by player.

### 5. The following two pages are a more detailed listing of

- a) receipts
- b) payments



## Analysis of receipts

<b>6. Donations received</b>	<b>Unrestricted funds</b>	<b>Restricted funds</b>	<b>Total current period</b>	<b>Total last period</b>
Subscriptions	5,462		5,462	4,776
Gift Fund		125	125	115
Donations			0	230
<b>Total</b>	<b>5,462</b>	<b>125</b>	<b>5,587</b>	<b>5,121</b>

## 7. Grants received

Council, general costs 2019 /20	700		700	500
Council, general costs 2020 /21, received March 2020	1,020		1,020	1,500
	0		0	0
<b>Total</b>	<b>1,720</b>	<b>0</b>	<b>1,720</b>	<b>2,000</b>

## 8. Gross receipts from fundraising activities

Band Xmas events & carolling	3,431		3,431	5,457
Other Performances	1,285		1,285	725
Fundraiser event for hall		868	868	0
Easy Fundraising & Easysearch	43		43	37
			0	0
<b>Total</b>	<b>4,759</b>	<b>868</b>	<b>5,627</b>	<b>6,219</b>

## Analysis of payments

	Unrestricted funds	Restricted funds	Total current period	Total last period
<b>9. Payments relating directly to charitable activities</b>				
Memberships and player registrations	270		270	285
Licenses, including website	446		446	83
Insurance	1,516		1,516	1,481
Contest, inc. transport	1,664		1,664	1,911
Asset maintenance and repairs	650		650	90
Band hall, eg rent, rates, cleaning, fuel	6,584		6,584	6,048
Stationery, keys, engraving, consumables	95		95	57
Other charitable activities: (f/raising course)	200		200	255
Youth tuition	560		560	350
			0	0
<b>Total</b>	<b>11,985</b>	<b>0</b>	<b>11,985</b>	<b>10,560</b>

## 10. Governance costs

Independent examiner's costs	30		30	30
<b>Total</b>	<b>30</b>		<b>30</b>	<b>30</b>

## 11. Purchase of fixed assets

Instruments			0	1,995
Music	469		469	793
Uniforms & other equipment	33		33	151
<b>Total</b>	<b>502</b>	<b>0</b>	<b>502</b>	<b>2,939</b>

# OSCR

Office of the Scottish Charity Regulator

## Independent examiner's report on the accounts

Report to the trustees/  
members of **St. David's Brass Band**

Registered charity  
number **SC 028401**

On the accounts of the charity for the period	Period start date			to	Period end date		
	Day	Month	Year		Day	Month	Year
	1st	April	2019		31st	March	2020

Set out on pages **1 to 9**

**Respective responsibilities of trustees and examiner** The charity's trustees are responsible for the preparation of the accounts in accordance with the terms of the Charities and Trustee Investment (Scotland) 2005 Act and the Charities Accounts (Scotland) Regulations 2006. The charity trustees consider that the audit requirement of Regulation 10(1) (a) to (c) of the Accounts Regulations does not apply. It is my responsibility to examine the accounts as required under section 44(1) (c) of the Act and to state whether particular matters have come to my attention.

**Basis of independent examiner's statement** My examination is carried out in accordance with Regulation 11 of the Charities Accounts (Scotland) Regulations 2006. An examination includes a review of the accounting records kept by the charity and a comparison of the accounts presented with those records. It also includes consideration of any unusual items or disclosures in the accounts and seeks explanations from the trustees concerning any such matters. The procedures undertaken do not provide all the evidence that would be required in an audit and, consequently, I do not express an audit opinion on the accounts.

**Independent examiner's statement** In the course of my examination, no matter has come to my attention ~~[other than that disclosed on the attached page\*]~~

1. which gives me reasonable cause to believe that in any material respect the requirements:
  - to keep accounting records in accordance with section 44(1) (a) of the 2005 Act and Regulation 4 of the 2006 Accounts Regulations, and
  - to prepare accounts which accord with the accounting records and comply with Regulation 9 of the 2006 Accounts Regulations

have not been met, or

2. to which, in my opinion, attention should be drawn in order to enable a proper understanding of the accounts to be reached

Signed: [REDACTED]

Date: **22 SEPTEMBER 2020**

Name: [REDACTED]

Relevant professional  
qualification(s) or body (if  
any):

Address: [REDACTED]

\*Please delete the words in the brackets if they do not apply. If the words do apply, set out those matters which have come to your attention on the following page.



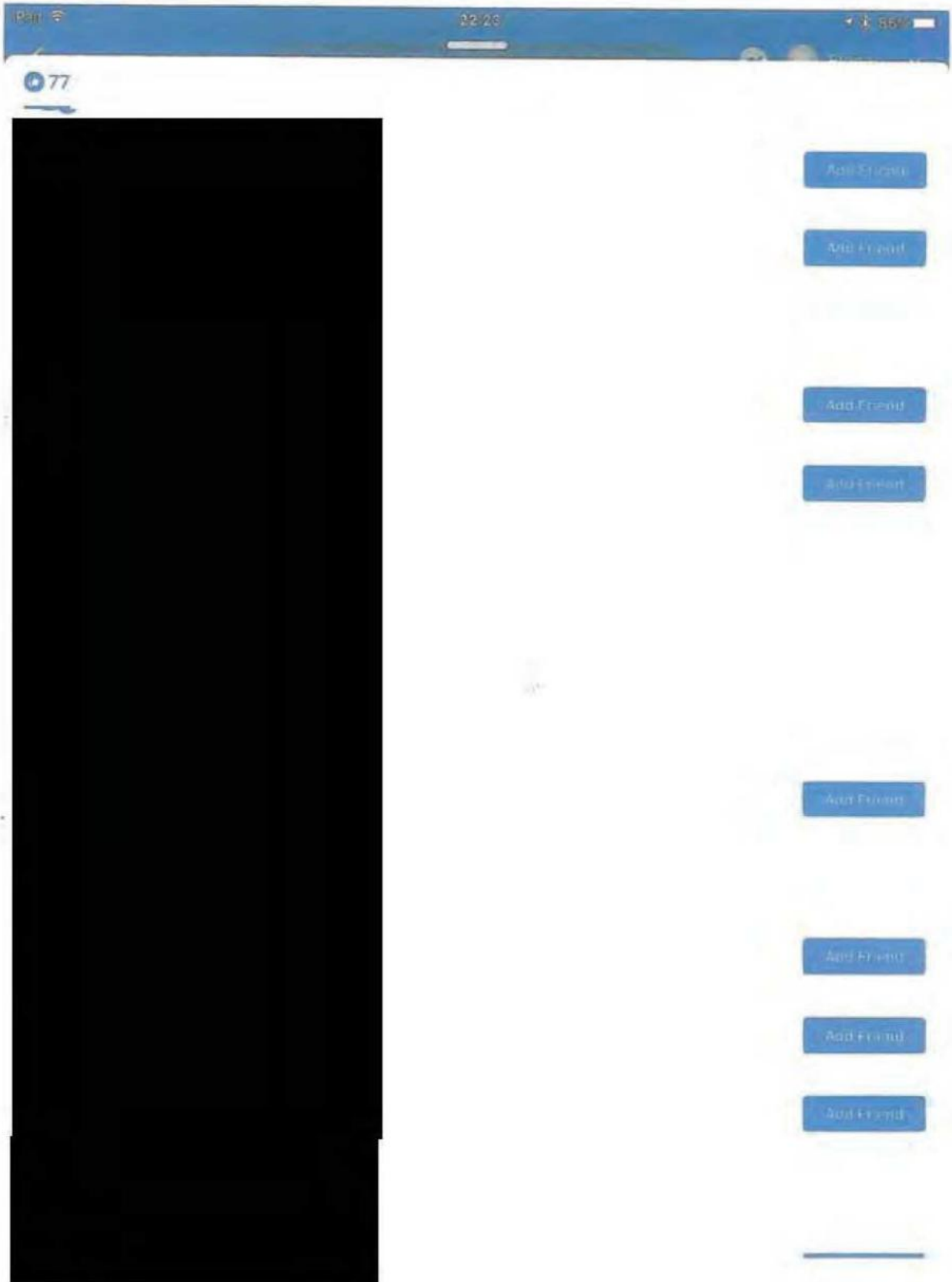


# APPENDIX 3

## “LIKES” ON FACEBOOK



3. Copies of Facebook "likes"



77



Message

Add Friend

Add Friend

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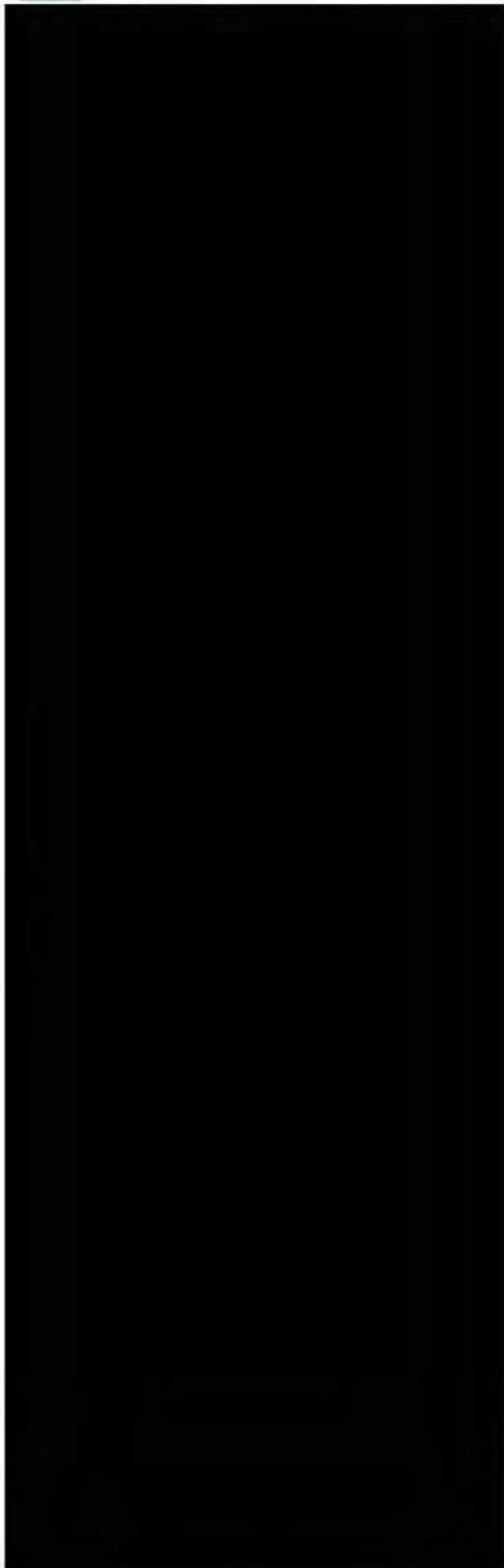
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# APPENDIX 4

## ADDITIONAL COMMENTS FROM SURVEYS



4. Copies of comments from surveys

Thank you for taking time to complete our survey.

This hall badly needs someone to give it some TLC  
and the band are the people that best fit this task

Name

Date 25/4/19

Thank you for taking time to complete our survey.

There is not enough Provision for all kind of  
music. This project is a great asset to  
all the People in Gorsebridge

Name

Date 24/4/19

Thank you for taking time to complete our survey.

This can only be of great benefit to the  
community as a whole, as well as to the band  
itself

Name

Date 7/5/19

Thank you for taking time to complete our survey.

I have no knowledge of this Band so it is  
difficult to give an objective opinion.

Name

Date 26-4-19

Thank you for taking time to complete our survey.

Music for all is vital! But of luck - please let  
us know if the Beacon or the Tank can help - any way

Name

Date 01/06/19

I'm a Grammy from I networks & loved the band. I  
very much want to support your plans.

Name [Redacted]

Date 1/6/19

Thank you for taking time to complete our survey.

Well worth while to restore & refurbish  
for such a benefit to everyone in  
the community.

Name [Redacted]

Date 01 Jan 2019.

Thank you for taking time to complete our survey.

ST DAVIDS BRASS BAND  
TAKING OWNERSHIP AND REFURBISHMENT WOULD ENSURE THAT  
THE FACILITIES ARE AVAILABLE FOR FUTURE  
GENERATIONS.

Name [Redacted]

Date 1/6/19

Thank you for taking time to complete our survey.

Go for it!

Name [Redacted]

Date 25/8/19



# APPENDIX 5

## LETTERS OF SUPPORT





The Scottish Parliament  
Pàrlamaid na h-Alba

**Christine Grahame MSP**

Q2.01

The Scottish Parliament  
EH99 1SP



10 June 2018

Dear Sir/Madam

**St David's Brass Band – Community Asset Transfer of Vogrie Hall**

I am pleased to write a letter of support for the proposed Community Asset Transfer of Vogrie Hall to St David's Brass Band.

I understand that the band started at St David's High School almost forty years ago with thirty-one children and then developed into a community band. The band have leased the small hall for the past six years and sublet the larger hall to other community groups. The hall is particularly suited to the band because of its floor space and storage. There are no other local venues available or suitable.

St David's Brass Band plays regularly at concerts with no fee, for example Christmas Concerts when funds were raised for Marie Curie Cancer Care, Friends of Midlothian, Midlothian Special Needs Play Scheme, Midlothian Food Bank, Friends of Saltersgate School and Erskine House. The band also participates in the annual Santa event in Gorebridge for the Christmas Light Switch On.

Should the Community Asset Transfer be successful, then Vogrie Hall would become a space within Gorebridge for the arts. The stage would naturally lend itself to productions such as theatre and art displays as well as music.

I have no hesitation in recommending the Community Asset Transfer of Vogrie Hall to St David's Brass Band. Gorebridge is a former mining town and I feel that the tradition of brass is a valuable asset to the town. The town is a fast growing one and the more community facilities that are available, the better.

Yours sincerely

**Christine Grahame MSP**  
Midlothian South, Tweeddale and Lauderdale

Parliamentary Office: Q2.01, Scottish Parliament, Edinburgh, EH99 1SP Tel: 0131 348 5729

*Councillor  
Catherine Johnstone*

*SNP Group*

Ward 6 Midlothian South  
Dalkeith

Midlothian Council  
Midlothian House  
Buccleuch Street  
Dalkeith  
EH22 1DJ

E-mail:  
catherine.johnstone@midlothian.gov.uk

Tel: 0131 271 3018

Midlothian

06 February 2020

Ms Fiona Dickson  
St David's Brass Band



Dear Fiona

Thank you for your letter about Vogrie Hall, Gorebridge and St David's Brass Band.

There is a particular procedure you should follow. The officers who can assist are Alasdair Mathers and Catherine Dunns. There are various links on the Council's website. If you put "Community Asset Transfer" in the search criteria this will lead you to a whole host of information and links.

I welcome your input into our community teaching and performing music for all to enjoy and your plans to extend the Vogrie Hall use into a community hall is particularly welcome. I wish you and the Band every success in your music ambitions and community work.

I have enclosed FAQ information for your perusal.

Yours sincerely



Councillor Catherine Johnstone



Alistair Taylor  
St David's Brass Band  
Via email



Dear Alistair

Thank you for attending the March meeting of Gorebridge Community Council and explaining your plans for Vogrie Hall and the application for a community asset transfer.

The members are happy to support your proposals and now write to confirm our support and we all wish you well with this venture.

Kind Regards

Cath McGill  
Secretary



## Scottish Brass Band Association

Incorporating National Youth Brass Bands of Scotland

*Supporting bands in Scotland since 1895*

*Registered Charity Number SC033163*

*Patron Professor John Wallace CBE*

Supported by Creative Scotland



Dear Fiona,

Firstly, a huge thank you from The Scottish Brass Band Association (SBBA) for the invaluable work that you do with St. David's Brass Band.

It is fair to say that having a place to call home is something that all brass bands strive to achieve. The benefits of having a band hall that allows the band to be permanently set up is a definite advantage and we are delighted that Vogrie Hall would enable you to reach out to other community groups and offer them facilities to utilise. As we know brass bands are very much a musical group that allows inter-generational music making to exist and it is commonplace to find teenagers playing alongside adults in their senior years playing along together for one common cause- indeed it can be said brass bands offer the "cradle to grave" experience.

As SBBA is the parent body for all Scottish Brass Bands we are happy to support your efforts to secure a hall through a community asset transfer, as we are aware bands in other local authorities have done.

I look forward to hearing of your endeavours in the near future and wish you every success with your application. Should you require any further assistance from SBBA please do not hesitate to get in contact.

Kind regards

Carrie Boax  
President

SBBA



Vogrie Hall, Gorebridge

17 March 2019

To whom it may concern

On behalf of Clubbercise Midlothian with Wendy I am more than happy to support St David's Brass Band in any way to ensure the continued use of Vogrie Hall in Gorebridge. I think this is a fantastic opportunity for the hall to be bought over as Gorebridge is a growing village and would benefit from this immensely.

The dance/aerobics classes I run are a big hit in our village, not only for the active and well being part but also for the social side and community engagement aspect. We are limited in the village for hall space, it would be such a shame if Vogrie Hall was no longer in use.

If the chance was given for the roof to be repaired and maintenance and upkeep to the hall I think this has great potential to advertise to have youth clubs, kids parties, mother and toddler groups and other such groups, discos and parties, all of which I would be happy to help set up and put you in contact with people to try and generate more income.

If I can help with anything please do get in contact.

Yours sincerely

A solid black rectangular box used to redact the signature of the sender.

# Gorebridge Community Cares

8<sup>th</sup> March 2019



To WHOM IT MAY CONCERN

## St David's Brass Band – Community Asset Transfer of Vogrie hall

I am very happy to write a letter of support for the proposed Community Asset Transfer of Vogrie Hall by St David's Brass Band.

Historically, Vogrie Hall played a very special place in the memory of many members of the community in Gorebridge because it was the 'go to' place – discos, lunch clubs and much more were held there and it would be a great loss to the community if it closed its' doors and was demolished.

St David's Brass Band, I understand had a few homes before Vogrie Hall, having been moved on quite a few times, before settling there. They are a very good Brass Band, they give music tuition to local children. We are an ex mining village and it is a wonderful thing to keep the tradition of Brass in our community.

On a more personal basis, our charity has worked with the Brass Band over quite a few years. They are faithful attenders at our free Santa Event where they play during the celebration. We had over 271 children visit Santa in 2018, which together with their parents, makes it a very successful community event. We hosted one of our Santa events in Vogrie hall, but due to the growth of the event now host it in the Leisure Centre where we have two large halls.

The hall itself, if refurbished, offers a wonderful space that the Brass Band could offer the community. It has a large stage and could quite easily be used to perform amateur dramatics, music festivals and much more. Gorebridge is such a fast growing community, the more community spaces available the better.

I have no hesitation in recommending the Community Asset Transfer of this facility. I have no doubt it will add to the health and wellbeing of our community.

Kind regards

*Ellen*







6<sup>th</sup> March 2019

Subject : St Davids Brass Band

To Whom It May Concern

I can confirm that as a representative of Heriot Wado-Kai Karate Club we are happy to support the aims of St. David's Brass Band SCIO in their pursuits of taking over the managing of Vogrie Hall through Community Asset Transfer.

We have every confidence that St. David's Brass Band SCIO will be able to successfully manage the transfer and operations of Vogrie Hall and wish them every success with this.

Regards

Paul Connor

Head Instructor



# GOREBRIDGE COMMUNITY CHOIR

## Community Asset Transfer of Vogrie Hall, Gorebridge

31/01/2020

Dear Sir/Madam

I am a professional singer and music teacher, and I direct the Gorebridge Community Choir, which was set up in 2019. I've collaborated several times with the St David's Brass Band, most recently for the Christmas tree switch-on at Gorebridge Beacon with the new community choir. The band features regularly at public events in Gorebridge, and provides essential training for young people in the disciplines of playing and performance. The standard is very high.

Gorebridge Community Choir is delighted to support the Asset Transfer of Vogrie Hall to the band. The hall has the potential to be a valuable performance and rehearsal space for the village, which is fast growing. While the Beacon is a fantastic asset, it's not specifically an arts facility, nor does it provide a suitable acoustic space for music or theatre performance. Vogrie Hall lends itself better to these things, and CAT is its best hope of being renovated, and being brought back into regular and valued use.

Yours faithfully



Annie Lewis

Monday 27 January 2020

## Letter of Support

To whom it may concern,

We are delighted to offer this Letter of Support for St David's Brass Band.

As the main community anchor organisation in Gorebridge, we (the Trust) are incredibly grateful for the input and support we continually receive from St David's and we know the work they undertake for other community groups and organisations is immense.

St David's support all the local events here in Gorebridge including but not exhaustive: Gala Day, Remembrance Sunday and other key events, e.g. Mining Memorial unveiling.

We are aware of their journey to take ownership of Vogrie Hall as a community asset transfer: for the village, the heritage, the young people and community we wholeheartedly believe this transfer will make a massive difference to St David's and support fully.

Community transfer is no easy tasks and we believe that once under their ownership they will continue to support the community and also allow for teaching of a new generation of players.

Music and music tuition is not a high priority on our local councils' budget, and young people now have to pay for tuition. Music and the willingness to learn - we believe - should be nurtured and St David's will allow this to happen. They will also be taking on another community building for the benefit of the community for years to come.

St David's do provide for the people of Gorebridge a gift that no other group can replicate or share. We wish them all the best in their community asset transfer and ongoing work.

If you have any questions to this letter of support, please feel free to contact me on

[REDACTED]

[REDACTED]

Trust Manager





# APPENDIX 5

## ADDENDA

The screenshots from the Gorebridge Community cares FaceBook page clearly show the valuable role Vogrie Hall played in the lives of the community. Two comments in particular provide specific support for this application.

This email is not a letter of support for this proposal but rather one of commendation. It shows that the band has worked successfully with Midlothian Council in the past and will endeavor to liaise closely with the Council and other agencies in the future.



















**Comments** Done

---

   
 Used to ho there for record hops as they were known in the day my mum Violet Bornowski and her friends held Tea dances in Vogarie Hall  
 3 h Like Reply 1

  - let's save it  
 4 h Like Reply 3

   
 is it under threat for some reason?  
 3 h Like Reply

   
 the Brass band are putting in for a Community Asset Transfer. Fingers crossed it will be saved for community use through the Brass Band. They have quite a lot of local kids now learning to play an instrument.  
 3 h Like Reply 4

  fingers crossed, such a tricky time all round and be great to save it for current and future generation use! ❤️

 Write a comment...









**Comments** Done

[Redacted] [Redacted]  
Was well used for the disco, also used To volunteer to feed the pensioners there once a week, think it was a Wednesday , some great stories from them  
1 h Like Reply

[Redacted]  
My late dad Alex Hutchison used to run a boys club at vogrie hall back in the 80s  
Just now Like Reply

[Redacted]  
Had my 18th birthday party there.....many moons ago😭😭!!  
8 m Like Reply

[Redacted]  
My aunty wedding reception was held there 50 odd years ago, and I remember going to Christmas parties there  
54 m Like Reply

[Redacted]  
A long time ago then Mandy Scott xx  
1 m Like Reply

[Redacted]  
Had some great nights in there 🍷🕺  
1 h Like Reply

📷 Write a comment... GIF 😊





From: [REDACTED]  
Subject: FW: disabled loo  
Date: 6 December, 2013 at 12:19 pm  
To: [REDACTED]  
Cc: [REDACTED]

TM

Hi Diane,

Just a note to inform that we will have no issues with renewing and extending the lease to St David's Brass Band

We have had a great working relationship with the Band over the past year.

Tony

[REDACTED]

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 06 December 2013 12:08  
**To:** Tony Malone  
**Subject:** Fwd: disabled loo

Tony,  
Coalfields Regeneration Trust would be satisfied by an email stating there would be no impediment to renewing our lease.

[REDACTED]

deirdre

---

The information contained in this message may be confidential or legally privileged and is intended for the addressee only.

If you have received this message in error or there are any problems please notify the originator immediately.

If you are not the intended recipient you should not use, disclose, distribute, copy, print, or rely on this e-mail.

All communication sent to or from Midlothian Council may be subject to recording and/or monitoring in accordance with relevant legislation.

---

This message has been scanned for malware by Websense. [www.websense.com](http://www.websense.com)









# APPENDIX 6

## FUNDING



## APPENDIX 6. i

### VOGRIE HALL ANNUAL OPERATIONAL COSTS

ITEM	2012.2013	2013.2014	2014.2015	2015.2016	2016.2017	2017.2018	2018.2019	2019.2020
HALL LEASE TO MIDLOTHIAN COUNCIL	£ 1,500	£ 3,636	£ 3,686	£ 3,686	£ 3,694	£ 3,701	£ 3,770	£ 4,124
MC ADMIN CHARGE TO SET UP LEASE	£ 210							
GAS - UTILITY	£ 1,344	£ 1,439	£ 1,439	£ 1,005	£ 817	£ 783	£ 633	£ 688
ELECTRICITY - UTILITY	£ 635	£ 767	£ 767	£ 758	£ 710	£ 846	£ 837	£ 877
CLEANER	£ 1,083	£ 1,083	£ 660	£ 178	£ 752	£ 776	£ 808	£ 882
WATER RATES	£ 462	£ 462	£ 1,031	£ 82				
COUNCIL RATES	£ 366	£ 365						
REPAIRS			£ 518					£ 13
WARRANT FEE - DISABLED TOILET	£ 175	£ 175						
ARCHITECT FEE - DISABLED TOILET			£ 600					
PREVIOUS ACCOMODATION RENT	£ 1,865							
	£ 3,941	£ 6,969	£ 8,701	£ 5,709	£ 5,973	£ 6,106	£ 6,048	£ 6,584

**APPENDIX 6. ii**

**VOGRIE HALL ANNUAL OPERATIONAL COST - FUTURE**

ITEM	COMPANY	RATE
GAS - UTILITY	GAZPROM	£ 722
ELECTRICITY - UTILITY	EDF	£ 921
BROADBAND PROVIDOR	PLUSNET	£ 227
CLEANER	SDBBS	£ 900
FIRE EXTINGUISHERS - YEARLY	CALEDONIA	£ 61
FIRE ALARM SYSTEM - YEARLY	ATALIAN SERVEST	
EMERGENCY LIGHTS - YEARLY	ATALIAN SERVEST	
BOILER SERVICE - YEARLY	ATALIAN SERVEST	
WATER HYGIENE MONITORING - MONTHLY	ATALIAN SERVEST	£ 3,170
ELECTRICAL TESTING - YEARLY	D. SYKES	£ 250
BROWN GARDEN WASTE BINS YEARLY LEASE	MIDLOTHIAN COUNCIL	£ 52
BROWN GARDEN WASTE BINS 2 WEEK EMPTY	MIDLOTHIAN COUNCIL	£ 70
BUILDING INSURANCE	BBIS	£ 1,680
MAINTENANCE BUDGET		£ 800
<b>TOTAL</b>		<b>£ 8,853</b>



## APPENDIX 6. iii

### ST DAVID'S BRASS BAND ANNUAL OPERATIONAL COSTS

	2012.2013	2013.2014	2014.2015	2015.2016	2016.2017	2017.2018	2018.2019	2019.2020
<b>PURCHASE OF FIXED ASSETS:-</b>								
MUSIC	£ 575	£	£ 481	£ 261	£ 678	£ 536	£ 793	£ 469
UNIFORMS & OTHER EQUIPMENT	£ 414	£	£ 280	£ 406	£ 259	£ 672	£ 151	£ 33
INSTRUMENTS		£ 4,369	£ 2,009	£ 2,823	£ 4,000		£ 1,995	
<b>INSTRUMENT MAINTENANCE &amp; REPAIRS</b>	£ 270	£ 3,712	£ 40	£ 295	£ 265		£ 90	£ 650
<b>PAYMENTS RELATING DIRECTLY TO CHARITABLE ACTIVITIES:-</b>								
MEMBERSHIP AND PLAYERS								
REGISTRATION	£ 350	£ 295	£ 325	£ 390	£ 270	£ 335	£ 285	£ 270
LICENSES	£ 201	£ 226	£ 211	£ 217	£ 221	£ 225	£ 83	£ 446
INSURANCE	£ 1,236	£ 1,269	£ 1,298	£ 1,112	£ 1,408	£ 1,480	£ 1,481	£ 1,516
CONTESTS / TRANSPORT	£ 1,656	£ 1,291	£ 5,381	£ 2,496	£ 2,495	£ 4,890	£ 1,911	£ 1,664
CONSUMABLES	£ 353	£ 222	£ 419	£ 566	£ 321	£ 331	£ 424	£ 690
OTHER CHARITABLE ACTIVITIES	£ 496	£ 581	£ 317	£ 713	£ 350	£ 238	£ 567	£ 313
YOUTH TUITION							£ 350	£ 560
<b>GOVERNANCE COSTS:-</b>								
INDEPENDENT EXAMINER'S FEE	£ 30	£ 30	£ 30	£ 30	£ 30	£ 32	£ 30	£ 30
	£ 5,581	£ 11,995	£ 10,791	£ 9,309	£ 10,297	£ 8,739	£ 8,160	£ 6,641

## APPENDIX 6. iv

### ST DAVID'S BRASS BAND SCIO ANNUAL INCOME

	2012.2013	2013.2014	2014.2015	2015.2016	2016.2017	2017.2018	2018.2019	2019.2020
SUBSCRIPTIONS	£ 3,639	£ 3,550	£ 4,412	£ 5,066	£ 5,082	£ 5,101	£ 4,776	£ 5,462
GIFT FUND	£ 95	£ 115	£ 116	£ 110	£ 95	£ 115	£ 115	£ 125
DONATION	£ 614	£ 178	£ 202	£ 80	£ 511	£ 146	£ 230	
FUNDRAISING	£ 6,004	£ 4,724	£ 6,623	£ 7,127	£ 2,844	£ 5,295	£ 6,219	£ 5,627
INCOME FROM INVESTMENTS	£ 36	£ 35	£ 39	£ 16	£ 53	£ 20	£ 14	£ 10
OTHER CHARITABLE ACTIVITIES	£ 465	£ 2,814	£ 2,109		£ 115	£ 222		
HALL LEASE	£ 75	£ 3,555	£ 3,618	£ 3,333	£ 3,803	£ 2,775	£ 1,785	£ 795
GRANTS	£ 1,879	£ 1,265	£ 3,974	£ 795	£ 3,350		£ 2,000	£ 1,720
	£ 12,807	£ 16,236	£ 21,093	£ 16,527	£ 15,853	£ 13,674	£ 15,139	£ 13,739

## APPENDIX 6. v

### ST DAVID'S BRASS BAND SCIO - YEAR ON YEAR OPERATING COSTS

	2012.2013	2013.2014	2014.2015	2015.2016	2016.2017	2017.2018	2018.2019	2019.2020
BAND ANNUAL OPERATIONAL COST	£ 5,581	£ 11,995	£ 10,791	£ 9,309	£ 10,297	£ 8,739	£ 8,160	£ 6,641
VOGRIE HALL ANNUAL OPERATIONAL COST	£ 3,941	£ 6,969	£ 8,701	£ 5,709	£ 5,973	£ 6,106	£ 6,048	£ 6,584
SDBBS ANNUAL OPERATIONAL COST	£ 9,522	£ 18,964	£ 19,492	£ 15,018	£ 16,270	£ 14,845	£ 14,208	£ 13,225
SDBBS ANNUAL INCOME	£ 12,807	£ 16,236	£ 21,093	£ 16,527	£ 15,853	£ 13,674	£ 15,139	£ 13,739
ANNUAL SURPLUS / DEFICIT (£)	£ 3,285	£ 2,316	£ 1,601	£ 1,509	£ 417	£ 1,171	£ 931	£ 514
ANNUAL SURPLUS / DEFICIT (%)	26%	13%	8%	9%	-3%	-9%	6%	4%
YEAR ON YEAR OVERALL SURPLUS (£)	£ 3,285	£ 557	£ 2,158	£ 3,667	£ 3,250	£ 2,079	£ 3,010	£ 3,524
YEAR ON YEAR OVERALL SURPLUS (%)	26%	2%	4%	6%	4%	2%	3%	3%

## APPENDIX 6. vi

### REDEVELOPMENT

ACCESSIBLE TOILET / MALE TOILET / FEMALE TOILET	£ 19,151
UNIVERSAL ACCESS RAMP	£ 21,906

### THE FOLLOWING WORK IS REQUIRED TO RETURN THE BUILDING TO MODERN STANDARDS

ROOF FINISH/RWP/FLASHINGS	£ 22,438
ROUGHCAST - RECTIFICATION / REPLACEMENT	£ 4,999
EXTERNAL DOOR	£ 1,630
DOUBLE GLAZED WINDOWS	£ 15,507
MAIN HALL - REPLACE CEILING - REPLACE DAMAGED EAST WALL SECTION ALSO INCLUDES REDECORATION OF WALLS & CEILINGS THROUGHOUT	£ 17,386
HEATING SYSTEM REPLACEMENT	£ 8,825
VENTILATION TO MAIN HALL	£ 2,300
ELECTRICAL - NEW INSTALLATION SMALL POWER	£ 16,000
ELECTRICAL - NEW INSTALLATION LIGHTS / EMERGENCY LIGHTING	£ 8,710
<b>TOTAL</b>	<b>£ 138,852</b>
CONTRACTOR'S DIRECT COSTS	£ 17,148
EMPLOYER'S CONTINGENCIES	£ 16,000
<b>TOTAL</b>	<b>£ 172,000</b>
VAT @ 20% ON CONSTRUCTION COSTS	£ 34,400
<b>TOTAL</b>	<b>£ 206,400</b>
PLANNING APPLICATION FEES	£ 202
BUILDING CONTROL APPLICATION FEES	£ 1,343
DESIGN FEES - CSY ARCHITECTS - "ARCHITECT"	£ 11,952
MARSH & RIDDELL - "QUANTITY SURVEYOR"	£ 2,400
CHRISTIE GILLESPIE - "STRUCTURAL ENGINEER"	£ 942
"M&E ENGINEER"	£ 3,000
SDBBS LEGAL FEES ASSOCIATED WITH VOGRIE HALL PURCHASE & SP LEASE	£ 1,000
MIDLOTHIAN COUNCIL LEGAL FEES	£ 1,000
<b>TOTAL</b>	<b>£ 228,239</b>



## APPENDIX 6. vii

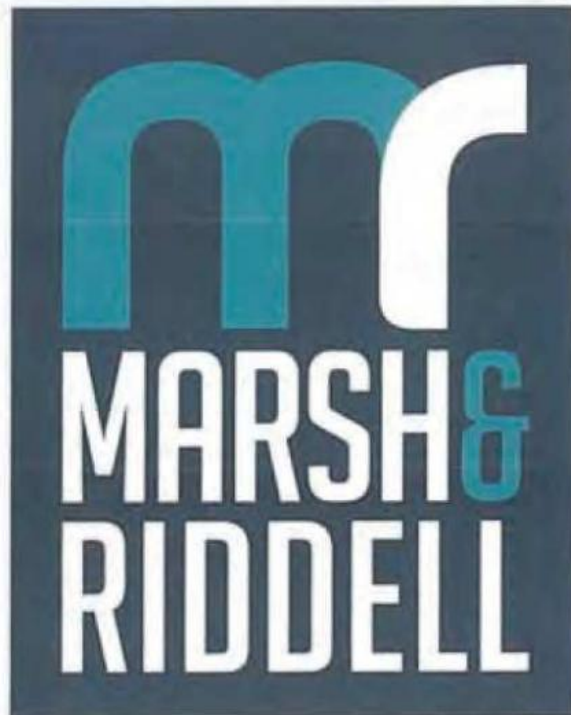
### VOLUNTEERING

COMMUNITY ASSET TRANSFER SUB-COMMITTEE - 2 MEMBERS TIME VOLUNTEERED TO DATE    2 x 607hrs @ £9.00	£ 10,926
SENIOR BAND CONDUCTOR VOLUNTEERS THEIR TIME CONDUCTING THE SENIOR BAND 3 HOURS PER PRACTICE, TWO PRACTICES PER WEEK, 48 WEEKS PER YEAR 3hrs x 2 practices x 48 wks @ £35.00	£ 13,440
BAND SECRETARY VOLUNTEERS THEIR TIME TO CARRYOUT SECRETARIAL DUTIES FOR ST DAVID'S BRASS BAND SCIO    2hr x 48wks @ £9.00	£ 864
BAND TREASURER VOLUNTEERS THEIR TIME TO CARRYOUT FINANCIAL DUTIES FOR ST DAVID'S BRASS BAND SCIO    4hr x 48wks @ £9.00	£ 1,728
BAND LIBRARIAN VOLUNTEERS THEIR TIME TO CARRYOUT MUSIC LIBRARY DUTIES FOR ST DAVID'S BRASS BAND SCIO    2hr x 48wks @ £9.00	£ 864
REGISTRATION SECRETARY, INC MANAGEMENT OF YOUTH BAND, UNIFORMS & VOGRIE HALL VOLUNTEERS THEIR TIME TO CARRYOUT THESE DUTIES FOR ST DAVID'S BRASS BAND SCIO    4hr x 48wks @ £9.00	£ 1,728
6 No. CHARITY TRUSTEES VOLUNTEER THEIR TIME TO ATTEND BOARD MEETINGS OF ST DAVID'S BRASS BAND SCIO    6 x 2hr x 12 @ £9.00	£ 1,296
	£ 30,846

APPENDIX 6. viii

ST DAVID'S BRASS BAND SCIO - GRANT PROVIDERS

YEAR	GRANT PROVIDER	PURPOSE	AMOUNT
2012.2013	MIDLOTHIAN COUNCIL	ANNUAL COMMUNITY GRANT	£ 1,015
	VOLUNTARY ACTION FUND COMMUNITY GRANTS FUND		
2012.2013		STANDS, GIG BAGS, PERCUSSION BEATERS, LYRES	£ 864
2013.2014	EAST OF SCOTLAND BRASS BAND ASSOCIATION	MICHAEL DODDS - MASTERCLASS, WORKSHOPS & CONCERT WITH ST DAVID'S BRASS BAND	£ 100
2013.2014	MIDLOTHIAN COUNCIL	ANNUAL COMMUNITY GRANT	£ 1,015
2013.2014	MUSIC FOR YOUTH (MFY)	TRANSPORT SUBSIDY TO MFY EVENT	£ 150
2014.2015	MIDLOTHIAN COUNCIL	ANNUAL COMMUNITY GRANT	£ 1,015
2014.2015	COALFIELDS REGENERATION TRUST	YOUTH - INSTRUMENTS, MUSIC & WAISTCOATS	£ 2,859
2014.2015	SCOTTISH BRASS BAND ASSOCIATION	JOINT YOUTH CONCERT WITH OTHER AREA YOUTH BANDS	£ 100
2015.2016	MIDLOTHIAN COUNCIL	GENERAL RUNNING COSTS	£ 645
2015.2016	SCOTTISH BRASS BAND ASSOCIATION	ROBBERT VOS (HOLLAND) - MASTERCLASS, WORKSHOPS & CONCERT WITH ST DAVID'S BRASS BAND & LASSWADE HIGH SCHOOL BAND	£ 150
2016.2017	MIDLOTHIAN COUNCIL	GENERAL RUNNING COSTS	£ 1,300
2016.2017	MIDLOTHIAN COUNCIL	GENERAL RUNNING COSTS	£ 750
2016.2017	MIDLOTHIAN COUNCIL	ADULT TUITION PROJECT	£ 1,300
2018.2019	MIDLOTHIAN COUNCIL	GENERAL RUNNING COSTS	£ 500
2018.2019	MIDLOTHIAN COUNCIL	YOUTH - INSTRUMENTS & TUITION	£ 1,500
2019.2020	MIDLOTHIAN COUNCIL	GENERAL RUNNING COSTS	£ 700
2019.2020	MIDLOTHIAN COUNCIL	GENERAL RUNNING COSTS	£ 1,020
2020.2021	FOUNDATION SCOTLAND	TO PURCHASE A LAPTOP AND APPROPRIATE SOFTWARE TO ENABLE THE BAND TO PLAY TOGETHER AND CREATE VIRTUAL PERFORMANCES	£ 2,770



**CHARTERED QUANTITY SURVEYORS  
BUILDING SURVEYORS  
ASBESTOS SURVEYORS**

**Initial Outline  
Cost Plan  
For  
St. David's Brass Band SCIO**

**Project: Vogrie Hall, Gorebridge**

**Date: November 2020  
Revision: A**

# FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



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## REVISIONS & DISTRIBUTION

Revision	Date	Amended By	Comment
-	11/11/2020		First Issue
A	12/11/2020		Rev A

Distribution     Employer                       1 Architect                       Structural Engineer  
                     Services Engineer               CDM Consultant               1 FILE




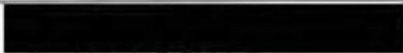
# FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



## DECLARATION

This cost plan has been prepared by undernoted signatory and has been checked by the second signatory.

Signed:  (Quantity Surveyor)  
  
For Marsh & Riddell

Signed:  (Checked by)  
 BSc(Hons), MRICS, MQSi, M.Inst.CS, Tech IOSH  
For Marsh & Riddell

## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



### 1.00 INTRODUCTION

#### 1.10 General Information

1.10 Chartered Surveyors:



Telephone:

1.11 Client details:

St. David's Brass Band SCIO  
Vogrie Hall  
Gorebridge

1.12 Project:

Vogrie Hall  
Gorebridge

1.13 Date of Cost Plan:

12<sup>th</sup> November 2020

1.14 Cost Period:

4<sup>th</sup> Quarter 2020

1.15 Chartered Architect:



Telephone:

1.16 Structural Engineer:

Not yet appointed,

1.17 Services Engineer:

Not yet appointed,

## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



### 1.20 Instructions and basis of Cost Plan

1.21 Marsh & Riddell were instructed by Camerons Strachan Yuill Architects, to prepare an Initial Outline Cost Plan for proposed refurbishment works to Vogrie Hall, Gorebridge. The cost plan is based on the information provided to Marsh & Riddell as follows:

- Architect's Drawings:
  - 10020.1.01 – Location and Site Plan Existing;
  - 10020.1.02 – Existing Floor Plans;
  - 10020.1.03 – Proposed Site Plan;
  - 10020.1.04 – Proposed Floor Plans.
- Supplementary Information:
  - CSY Architect's Building Survey Photographs;
  - scan1035 – Existing Radiator/Pipework Mark-up (issued buy A. Taylor)

## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



### 2.00 INITIAL OUTLINE COST PLAN

#### 2.10 Initial Outline Cost Plan

2.11 We include at Appendix A, a breakdown of our Cost Plan amounting to One Hundred and Seventy Two Thousand Pounds (£172,000), presented in Building Cost Information Service (BCIS) standard elemental format, with the following included within the costs presented:

##### Element 1 – Substructure:

Not Applicable

##### Element 2 – Superstructure:

###### Element 2C1: Roof structure:

- Allowance made for repairs to timber roof structure, refer to note at 3.21 of this report.

###### Element 2C2: Roof Coverings:

- Replacement of insulation, sarking, breather membranes etc. to area of water ingress at flat/pitched roof junction;
- Replacement felt shingle coverings to pitched roof;
- Replacement of membrane covering to flat roof;
- Replacement of roof flashings;
- Allowance for replacement of additional sarking boards as required, refer to note at 3.21 of this report.

###### Element 2C3: Roof Drainage:

- Replacement of damaged sections with proprietary metal gutters and downpipes.
- Allowance for additional replacements not identifiable at this stage, refer to note at 3.21 of this report.

###### Element 2E2: External Wall Finishes:

- Replacement of roughcast finish to damaged sections of side hall/store walls.

###### Element 2F1: Windows:

- New doubled glazed timber sash windows.

###### Element 2F2: External Doors:

- New main entrance external double door set.

###### Element 2G1: Internal Walls/Partitions:

- New timber partitions forming new partitions generally, plasterboard and skim finish;



## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



- Pipe boxing for new flow and return radiator pipework.

### Element 2H: Internal Doors:

- Factory finished timber door sets, complete with ironmongery, etc;
- Door architraves with associate decorative finish.

### Element 3 – Internal Finishes:

#### Element 3A: Wall Finishes:

- Plasterboard and skim wall finishes to internal face of external walls as water ingress;
- Plaster skim finish allowed;
- Decoration of all walls throughout;
- Decoration to timber panelling in main hall;
- Decoration to skirtings/timber cills;
- Decoration to new pipe boxing;
- Allowance for additional wall lining repairs; refer to note at 3.21 of this report.

#### Element 3B: Finishes to Floors:

- New tiled flooring on OSB to WC's and Entrance area.

#### Element 3C: Finishes to Ceilings:

- Replacement plasterboard linings to ceilings in main hall;
- Plaster skim finish in main hall allowed;
- Decoration of all ceilings throughout.
- A general allowance for additional ceiling repairs, refer to note at 3.21 of this report.

### Element 4 – Fittings & Furnishings:

#### Element 4A1: Fittings, fixtures and furniture:

- Sundry fittings with WC's to include toilet roll holders, soap dispensers and the like, refer to note at 3.21 of this report.

### Element 5 – Services:

#### Element 5A1: Sanitary Appliances:

- Provision for sanitary appliances as follows:
  - WC's, urinal, wash hand basins and the like to WC compartments;
  - Doc M pack to Accessible WC;

#### Element 5C1: Internal Drainage:

- Plastic above ground disposal and waste pipework to foregoing sanitary appliances, run to connect existing underground drainage.

#### Element 5D2: Cold Water Service:

- Alterations to existing water service pipework to serve new sanitary appliances

## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



- Element 5D3: Hot Water Service:
- Alteration to existing hot water pipework to serve new sanitaryware.
- Element 5E: Heat Source:
- Replacement of existing boiler with new combi boiler unit.
- Element 5F1: Central Heating:
- Replacement of 7nr existing cast iron radiators with new Stelrad radiators;
  - Removal of 1nr existing cast iron radiator, no replacement required;
  - Replacement of existing pipework to 13nr radiators with flow and return pipework and insulation.
- Element 5G3: Local and Special Ventilation:
- Mechanical extract fans to new WC's;
  - Allowance included for ventilation to main hall, refer to note at 3.21 of this report.
- Element 5H1: Electric Source and Mains:
- Provision has been made for new distribution board.
- Element 5H2: Electric Power Supplies:
- Provision for replacement of small power throughout.
- Element 5H3: Electric Lighting:
- Wiring to new light fittings (see element 5H4 for light fittings themselves), including plastic switch plates and the like.
- Element 5H4: Electric Light Fittings:
- Provision for light fittings.
- Element 5H5: Specialist Lighting:
- Provision for emergency light fittings.
- Element 5H7: Earthing Systems:
- Allowance for earthing and bonding.
- Element 5L1: Warning Installations:
- Allowance for specialist survey of system requirements, refer to note at 3.21 of this report;
  - Provision for fire alarm system installation.
- Element 6 – External Works:
- Element 6A3: Surface Treatments:
- New paved areas main entrance gate/path area.
- Element 6D1: Ancillary Buildings and Structures:
- We have made provision with the costs for replacement of the main entrance steps with new ramp and steps, including all groundworks, substructure blockwork, concrete slab etc. as well as the associated tubular steel handrail.

## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



### Element 7 – Preliminaries:

Element 7A1: We have made provision within the cost for Contractor's direct costs and preliminaries costs at slightly over 12% of the total construction value. We have applied a percentage here based on historic data we hold within the office which shows that preliminaries and associated contractors' costs are typically between 8% and 15% of the overall construction cost.

### Element 8 – Contingencies:

Element 8A1: We have included a contingency sum within the outline costs.

## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



### 2.20 PROFESSIONAL FEES, STATUTORY CONSENT CHARGES & VAT

- 2.21 As part of the project costs of professional services needs to be considered. The professional services that will be required as part of the project are likely to include: an Architect; a Structural Engineer; and a Quantity Surveyor. We have excluded these costs from those reported.
- 2.22 In addition to the professional fees levied by the Consultants, there are further costs which also need to be taken into account as part of the project costs and these are statutory consents, which include: Planning Permission fees; and Building Warrant fees. Both these charges are levied the Local Authority. These are excluded from the reported costs.
- 2.23 The final aspect which needs to be included is VAT. This is presently 20%, and will apply to all aspects of the costs presented at 2.31, with the exception of the statutory consents levied by the Local Authority, which include: Planning Permission; and Building Warrant charges, which are zero rated with regard to VAT. We have therefore included at 2.31 of this report, VAT at 20% (which is the prevailing rate) to the appropriate elements.



## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



### 2.30 Cost Plan Summary

2.31 We estimate the total project value to be Two Hundred and Six Thousand, Four Hundred Pounds (£206,400), as summarised below:

		<u>TOTAL</u>
<u>Construction Costs:</u>		
Works as 2.11 of this report	172,000	
VAT @ 20% on construction costs	34,400	206,400
	-----	
<u>Statutory Consents:</u>		
Planning Permission charges <sup>1</sup>	Excluded	
Building Warrant charges <sup>2</sup>	Excluded	Excluded
	-----	
<u>Professional Fees:</u>		
Professional Fees for Architect, Structural Engineer, Services Engineer and Quantity Surveyor	Excluded	
VAT @ 20% on professional fees	Excluded	Excluded
	-----	
COST PLAN TOTAL		£ 206,400
		-----

<sup>1</sup> As current at 1<sup>st</sup> June 2017

<sup>2</sup> As current at 2<sup>nd</sup> March 2015

## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



### 3.00 COST INFORMATION & EXCLUSIONS

#### 3.10 Basis of Cost Plan

- 3.11 The construction costs reported at Appendix A have been calculated on the basis of an approximate quantity measurement and rated using recent and historic tendered rates held by Marsh & Riddell and also benchmarked against national cost data held with the Building Cost Information Services (BCIS).
- 3.12 The cost data which has been used to rate and calculate the overall construction costs has been updated as necessary using the Tender Price Index published by the aforementioned BCIS and the appropriate locational factors have also been applied to ensure that the costs, which have been reported as part of this Cost Plan exercise, are accurate and are representative of the tender costs which are received in the Scottish Borders. Further to this as we have used cost data held within the office and on projects that Marsh & Riddell have been actively involved in, the costs and rates we have used are representative of tendering levels which are presently being received in the Scottish Borders.

## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO



### 3.20 Provisional Allowances and Assumptions

3.21 It should be noted that the following Provisional Allowances and Assumptions have been allowed for within the Cost Plan estimate as reported:

- Element 2C1 – Roof Structure
  - A provisional sum of £5000 has been included for any roof structural repairs identified during the works.
- Element 2C2 – Roof Coverings
  - A provisional sum of £520 has been included for any additional sarking boards requiring replacement.
- Element 2C3 – Roof Drainage
  - A provisional sum of £1,500 has been included for additional roof drainage replacements not identifiable from current information.
- Element 2E2 – External Wall Finishes
  - A provisional sum has been included for additional roughcast replacement over and above the damaged and decaying East wall.
- Element 3A – Wall Finishes:
  - A provisional sum of £1,050 has been included for any additional wall lining repairs required;
  - A provisional sum of £1,000 has been included for any repairs required to timber panelling in the main hall.
- Element 3C – Ceiling Finishes:
  - A provisional sum of £1,380 has been included for any additional ceiling finish repairs required;
- Element 4A1 – Fittings, fixtures and Furniture:
  - A provision sum of £250 has been included for sundry fittings, such as toilet roll holders and the like.
- Element 5C1: Internal Drainage:
  - A provisional sum of £500 has been allowed for above ground drainage at this stage.
- Element 5G3 – Local and Special Ventilation
  - A provisional sum of £2,300 has been included for ventilation to the main hall and stage area.
- Element 5H2 – Electrical Power Supplies
  - A provisional sum of £2,000 has been included for repairs to walls/floors/ceilings required following small power system replacement.
- Element 5L1 – Warning Installations
  - A provisional sum of £500 has been included for survey to establish fire warning system requirements.
- Element 8A1 – Employer's Contingencies:
  - A general contingency sum of £16,000 is included, which equates to approximately 10% of the construction costs.

## FEASIBILITY COST PLAN

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO

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### 3.30 Specific Exclusions

3.31 It should be noted that the following elements are specifically excluded from the Cost Plan estimate as reported:

- Loose furniture fittings and the like;
- Removal/storage of any existing loose furniture in the property;
- Sprinkler or other fire suppression installations;
- Ground works beyond those associated with main entrance ramp and entrance;
- Asbestos surveys or removal works;
- Dry or wet rot removal other than provisional sum allowance for localised structural repairs at area of water ingress



**FEASIBILITY COST PLAN**

Vogrie Hall, Gorebridge  
St. David's Brass Band SCIO

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**APPENDIX A**  
**ELEMENTAL COST PLAN**

Marsh and Riddell Ltd  
Vogrie Hall, Gorebridge  
Cost Plan  
Gross Floor Area: 280 m2



Code	Description	Cost	Elem Rate	%
2	<b>SUPERSTRUCTURE</b>			
2C1	Roof structure	5,000.00	17.86	2.90
2C2	Roof coverings	14,738.00	52.64	8.56
2C3	Roof drainage	2,700.00	9.64	1.56
2C	Roof	22,438.00		13.04
2E2	External wall finishes	4,999.00	17.85	2.90
2E	External walls	4,999.00		2.90
2F1	Windows	15,507.00	55.38	9.01
2F2	External doors	1,630.00	5.82	.94
2F	Windows and external doors	17,137.00		9.96
2G1	Internal walls / partitions	5,676.00	20.27	3.30
2G	Internal walls and partitions	5,676.00		3.30
2H	Internal doors	4,350.00	15.54	2.52
2	<b>SUPERSTRUCTURE</b>	<b>54,600.00</b>	<b>195.00</b>	<b>31.74</b>
3	<b>INTERNAL FINISHES</b>			
3A	Wall finishes	9,631.00	34.40	5.59
3B	Floor finishes	2,020.00	7.21	1.17
3C	Ceiling finishes	7,755.00	27.70	4.50
3	<b>INTERNAL FINISHES</b>	<b>19,406.00</b>	<b>69.31</b>	<b>11.28</b>
4	<b>FITTINGS AND FURNISHINGS</b>			
4A1	Fittings, fixtures and furniture	250.00	.89	.14
4A	Fittings and furnishings	250.00		.14
4	<b>FITTINGS AND FURNISHINGS</b>	<b>250.00</b>	<b>.89</b>	<b>.14</b>
5	<b>SERVICES</b>			
5A1	Sanitaryware	2,805.00	10.02	1.63
5A	Sanitary appliances	2,805.00		1.63
5C1	Internal drainage	500.00	1.79	.29
5C	Disposal installations	500.00		.29
5D2	Cold water service	500.00	1.79	.29
	<b>Carried Forward</b>			

Marsh and Riddell Ltd  
Vogrie Hall, Gorebridge  
Cost Plan



Gross Floor Area: 280 m2

Code	Description	Cost	Elem Rate	%
	<b>Brought Forward</b>			
5D3	Hot water service	350.00	1.25	.20
5D	Water installations	850.00		.49
5E	Heat source	2,500.00	8.93	1.45
5F1	Central heating	6,325.00	22.59	3.67
5F	Space heating and air treatment	6,325.00		3.67
5G3	Local and special ventilation	5,000.00	17.86	2.90
5G	Ventilating systems	5,000.00		2.90
5H1	Electric source and mains	300.00	1.07	.17
5H2	Electric power supplies	14,040.00	50.14	8.16
5H3	Electric lighting	2,240.00	8.00	1.30
5H4	Electric light fittings	3,980.00	14.21	2.31
5H5	Specialist lighting	1,740.00	6.21	1.01
5H7	Earthing systems	750.00	2.68	.43
5H	Electrical installations	23,050.00		13.40
5L1	Warning installations	1,660.00	5.93	.96
5L	Communications installations	1,660.00		.96
<b>5</b>	<b>SERVICES</b>	<b>42,690.00</b>	<b>152.46</b>	<b>24.81</b>
<b>6</b>	<b>EXTERNAL WORKS</b>			
6A3	Surface treatments	1,056.00	3.77	.61
6A	Site works	1,056.00		.61
6D1	Ancillary buildings and structures	20,850.00	74.46	12.12
6D	Minor building work	20,850.00		12.12
<b>6</b>	<b>EXTERNAL WORKS</b>	<b>21,906.00</b>	<b>78.24</b>	<b>12.73</b>
<b>7</b>	<b>PRELIMINARIES</b>			
7A1	Contractor's direct costs	17,148.00	61.24	9.96
7A	Preliminaries	17,148.00		9.96
<b>7</b>	<b>PRELIMINARIES</b>	<b>17,148.00</b>	<b>61.24</b>	<b>9.96</b>
<b>8</b>	<b>EMPLOYER'S CONTINGENCIES</b>			
	<b>Carried Forward</b>			





# CAF Charities Aid Foundation

Charities Aid Foundation, 25 Kings Hill Avenue, Kings Hill, West Malling, Kent. ME19 4TA  
Telephone: 03000 123 000 Fax: 03000 123 160 Email: enquiries@cafonline.org

## Remittance Advice

Date: 01/05/2020

St David's Brass Band SCIO

This remittance will be credited to the following account on or after 06/05/2020

<b>Credit(s)</b>	
CAF Account Donation	£200,000.00
<b>Credit Total</b>	<b>£200,000.00</b>
<b>Debits(s)</b>	
	£0.00
<b>Debit Total</b>	<b>£0.00</b>
<b>Remittance Total</b>	<b>£200,000.00</b>

The above payment(s) represent donations that will appear in the bank account specified above. Unless you are a CAF Donate customer which has elected to reclaim Gift Aid yourself, no further tax can be reclaimed. The payment is made on the understanding that it will be used wholly for charitable purposes and not in return for goods, services, school fees, discharge of debts or as part or full payments under a deed of covenant, or either the Gift Aid Scheme. Acceptance of these funds will be taken to signify your agreement to these conditions.



[REDACTED]  
SLCF/AB/013\_PR177 - Vogrie Hall  
[REDACTED]

Dear Alistair,

The Board of Fife Environment Trust met on Thursday 27<sup>th</sup> May to consider the funding applications submitted for the end of May deadline.

I can confirm that the FET Trustees have agreed a Conditional of £50,000 for your project entitled 'Vogrie Hall' – (34.22% intervention rate).

I have attached a Conditional Offer of Grant, Acceptance of Grant and the Trust's Standard Conditions of Grant. Please note that while the offer is at conditional stage, works are unable to commence.

I would appreciate if you could sign the Acceptance of Grant and email a copy to me before posting the original to the undernoted address.

Kind Regards.

Fiona



I am currently working from home and can only be contacted via e-mail. Sorry for any inconvenience.



<https://www.fifeenvironmenttrust.org.uk>

\*\*\*\*\*  
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Fife Council  
\*\*\*\*\*

- ConditionalOfferLetter\_PR177.doc (60 KB)
- ConditionalOfferAcceptance\_PR177.doc (68 KB)
- Standard Conditions of Grant v2\_Nov2020.docx (33 KB)
- image001.png (18 KB)





Alistair Taylor  
St David's Brass Band SCIO

Our Ref: SLCF/AB/013\_PR177

Date: 9<sup>th</sup> June 2021

Dear Mr Taylor,

**Fife Environment Trust – Conditional Offer of Grant**

I am pleased to inform you that the St David's Brass Band SCIO application for funding for the project entitled 'Vogrie Hall' was approved by the Fife Environment Trust at the meeting held on Thursday 27<sup>th</sup> May 2021.

The award will be **£50,000** (34.22% of the total *eligible* project cost of £146,134) **subject to the standard conditions** as attached and the additional requirements detailed below. The following is outstanding and must be supplied to allow issue of the formal offer of funding:

- A tender summary report or 3 comparative quotations
- Evidence from the local Council what conditions have been applied in respect of the asset transfer application;
- Further evidence in respect of funding received from Community Aid Foundation;

The FET Trustees agreed that Fife Environment Trust will not contribute funding towards the installation of PVC windows and would encourage your organisation to consider alternatives.

In addition, please review the Scottish Government website for the latest guidance in respect of Covid-19 multi purpose community facility measures.

<https://www.gov.scot/publications/coronavirus-covid-19-multi-purpose-community-facilities---guidance>

If the above is acceptable and you wish to accept the conditional offer, please sign and return the attached acceptance form within four weeks from the date at the top of this letter. **Please note that no works can commence and no costs can be incurred until the above information is received and a formal offer released from Fife Environment Trust. Should works commence whilst the FET award remains at a conditional stage, this will render the award withdrawn.**

//

I look forward to receiving the outstanding information and acceptance of the conditional offer to allow issue of a formal offer.

Yours sincerely



Fiona Scott  
Policy Officer  
On behalf of The Fife Environment Trust

Enc



## FIFE ENVIRONMENT TRUST

*A Company Limited by Guarantee  
Registered: Fife House SC 174115  
Scottish charity: SC27995*

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On behalf of St David's Brass Band SCIO, I hereby accept the foregoing *conditional* offer of The Fife Environment Trust (FET) dated 9<sup>th</sup> June 2021 on the terms and conditions stated therein.

In signing, I accept all conditions attached to this award and will provide all items listed as soon as possible to allow issue of a *formal* offer of funding. I acknowledge that whilst the award remains at a conditional stage, works can not commence.

In accepting this award I declare that I have informed FET of all other funding (including values and sources) committed to this project. I will also declare any additional funding secured for the works prior to claiming any grant award made by FET.

I acknowledge that **failure to do so will result in withdrawal of the funding and possible legal action.**

Signed.....

Name.....

Position within Organisation.....

Date of Signature.....

**FIFE ENVIRONMENT TRUST**  
**STANDARD CONDITIONS OF GRANT**

These are Fife Environment Trust's Standard Conditions referred to in the foregoing offer of grant.

1. Unless otherwise agreed in writing by Fife Environment Trust (FET), no grant will be paid for any work which has commenced or equipment purchased, prior to the acceptance of the formal offer of grant made by FET.
2. Before commencing any works, the applicant shall obtain necessary statutory consents, including where appropriate that of planning or the roads authority or the local authority under the Buildings (Scotland) act 1959, and the consent of any other person or body with an interest in the project or the site and shall furnish FET with such documents.
3. If research projects are undertaken, ownership of the results shall be transferred to FET. In addition, the applicant shall be responsible for making the research publicly available.
4. No grant shall be payable by FET in respect of any costs additional to the estimated eligible costs of the project as approved at application stage, unless the approval of FET to an increase/variation in grant has been secured in advance in writing.
5. If the final eligible costs of the project are lower than the estimates, FET will reduce its contribution accordingly based on the match funding drawn in and a reduced total project cost. For the avoidance of doubt, FET will only fund the remaining balance after taking match funding into account alongside a reduced total project cost.
6. Unless specified otherwise in the offer of grant, funds shall be payable by FET only after the works in question have been completed and a valid claim for the cost incurred has been submitted to FET. For long-term projects, FET may elect to make payment in instalments subject to claims for work undertaken being submitted along with eligible invoices.
7. Claims for payment of grant must be supported by evidence of the costs incurred:-
  - I. If the applicant is required to produce receipts for payment made, then these shall take the form of receipted invoices. Where work in respect of the scheme is carried out by the applicant's own employees, reasonable written proof of the costs incurred for such work should be submitted (e.g. time sheets and rates). The hours worked on a project by employees must be additional to any existing contract between organisation and employee.
  - II. If the applicant is required to produce an itemised account of expenditure, this shall take the form of a list of each item of expenditure and the cost incurred, certified as an accurate record by the applicant or appropriate representative. FET may on a sample basis seek further verification of costs incurred, in the form of a receipted invoice or equivalent evidence for that item of expenditure, for example, returned cheque or BACS (Banks Automatic Clearing System) printout.

In either case the aim is to provide FET with evidence that the stated costs have actually been incurred by the applicant. In addition, the applicant is expected to be



able to demonstrate that value for money has been achieved e.g. by obtaining competitive tenders or comparative for works prior to awarding a contract.

8. Currently FET grant payments are paid via BACS transfer to the bank details supplied on the submitted application form. If this is not possible payments would be made by cheque, issued to the applicant contact and applicant body as per the submitted application form.
9. The offer of a grant is made on the understanding that in the course of making the application the applicant will have disclosed to FET any financial contributions received or expected for the same purpose. In so far as any such contributions may have not been disclosed, FET may vary or cancel the offer to take account of them.
10. Where the project is to be funded by other bodies or if the grant is conditional upon the applicant obtaining match funding, the applicant shall provide satisfactory evidence (i.e. copies of award letters) to confirm that match funding has been secured within 12 months of the date of conditional offer letter.
11. Unless otherwise agreed in writing by FET, the project shall conform to the plans or the specifications or other particulars submitted to FET and approved by the Board. FET may send a representative to inspect the project to ensure that the works are fully completed in accordance with the said plans or specifications before final payment of the grant is made. If an inspection is carried out after the final payment has been made and the scheme has not been completed as specified above, the grant may be repayable in accordance with condition 15.
12. The applicant shall be responsible for maintaining any works or equipment which are the product of this grant scheme, for a period of ten years unless otherwise specified in the grant offer. The applicant should have adequate insurance in place and copies of the policy and premium receipts to be presented to FET on demand. The applicant shall be responsible for restoring or replacing any facilities which may be damaged, lost through fire, theft, accident, storm or malicious damage, unless FET specifically agrees otherwise. Where required, the applicant is responsible for reporting to FET on the continuing use of the facility.

In relation to land or buildings, the applicant shall maintain the community area for use by the general public and if the community area ceases to be open to the general public or otherwise becomes non-compliant with the Scottish Landfill Communities Fund through changes that occur, SLCF funding is to be returned to Fife Environment Trust to be spent on further projects.

13. The grant is conditional upon the applicant completing the project, the maintenance of which is entirely the applicant's responsibility. Neither FET, nor any of its Officers shall have any liability in respect of the project.
14. The applicant must provide FET with prior notification of any proposal to sell or dispose of any equipment or works which are the product of the project, or of the land on which they are situated. In the event of such a sale or disposal, the grant or such part of it as FET thinks fit, shall be immediately repayable to FET in accordance with condition 15.
15. In the event of the following the applicant shall be bound to repay FET on demand the full grant or such part as FET thinks fit, in accordance with condition 16:-
  - i. Breach of any of the terms and conditions of this offer of grant.

- II. If any information given to FET by the applicant, in connection with payment of the grant, is found to be false or misleading in any respect, whether such written information is provided prior to or after the execution of this offer by the parties hereto.
  - III. Any failure, delay or omission by FET to exercise any right to demand payment shall not be construed as a waiver of such rights.
  - IV. Without prejudice of the foregoing provisions of condition 15, if any of the events specified in the foregoing condition 15(I) or 15(II) hereof, occur to the grant or any part or instalment thereof, being paid to the applicant by FET, FET shall be under no obligation to pay the grant or the remaining balance thereof, as the case may be, to the applicant. The applicant shall be deemed to have forfeited all claims and rights to same.
16. Where the amount or any part of it is repayable to FET in terms of conditions 11, 14 or 15 above then:-
- I. The amount payable shall be the total amount of the grant paid, but reduced by equal proportions over the whole of the grant period<sup>1</sup> so that by the end of that period the liability for any repayment would be nil.
  - II. Interest shall be payable on the amount of grant repayable at the prevailing base lending rate, from the date on which the repayment is due until it is made.
17. The applicant shall indemnify FET against all action, claims, demands, costs, expenses and losses incurred by or made against FET which arise out of or in connection with the payment of the grant by FET, or any other facilities, services or other things created or provided using the grant, or in consequences of the payment of the grant or facilities, services or other things created or provided by the applicant using or in consequence or otherwise related in any manner whatsoever to, the facilities, services or other things created or provided using the grant.
18. Any person authorised by FET on its own behalf shall be entitled at all reasonable times to inspect the project, for the purpose of ascertaining that the terms and conditions of the grant are being complied with.
19. Any letter, notice or demand by FET shall be sufficiently served on the applicant if it is delivered by hand or left at the applicant's last known address or sent by post addressed to the applicant at the last known address.
20. The applicant shall submit to FET quarterly monitoring reports detailing the progress of the project throughout its life. The format of the reports will be determined by FET.
21. In line with Scotland's Charter for a tobacco free generation your project should recognise that children have a particular need for a smoke free environment and should ensure that they are able to play, learn and socialise in places free from tobacco.

### Publicity

22. The grant contribution by FET towards the project should be acknowledged in all publicity surrounding the scheme, or any reports compiled in connection with the scheme. If requested, the FET and Scottish Landfill Communities Fund logos can be sent via email for inclusion as indicated.
23. Organisations using the grant for the production of a publication should ensure that a final copy of the publication is forwarded to FET.
24. Any publicity event associated with the project should acknowledge FET and be attended by a representative of FET where possible.
25. Any media coverage that results from the project should be copied and forwarded to FET for initial approval.
26. FET reserve the right to publicise full details of any grant offered including name of recipient, project details and grant offered.

### **Note:-**

! The period of grant shall be determined by FET.





## Approve CSET 348

[REDACTED]

Dear Alistair

I hope this finds you well.

I am pleased to attach a formal offer of funding from the Trust towards works to refurbish Vogrie Hall as a community facility. Please can you review the offer of funding and conditions of grant. If you have any questions please do not hesitate to contact me.

If you wish to accept the offer of funding please complete the form and return to me by email

[REDACTED]

This email and any attachments are intended solely for the individual or organisation to which they are addressed and may be confidential and/or legally privileged. If you have received this email in error please let us know at [info@stirling.gov.uk](mailto:info@stirling.gov.uk) and then delete it. Please check this email and any attachments for the presence of viruses as Stirling Council accepts no liability for any harm caused to the addressees' systems or data. Stirling Council may monitor its email system. Stirling Council accepts no liability for personal emails.

[Stirling Council](#).

 Living Wage Employer

- CONDITIONS of GRANT Scottish.pdf (181 KB)
- 3.0 AprovCSET 348.pdf (298 KB)



*Clackmannanshire and Stirling Environment Trust*

Alistair Taylor  
[Redacted]

Enquiries to: [Redacted]

Our Ref.

CSET348/PA/21

Date:

11<sup>th</sup> June 2021

Dear Alistair

**Clackmannanshire and Stirling Environment Trust**

**Project Title: Refurbishment of Vogrie Hall.**

**Project ref. CSET 348**

On behalf of and as authorised by the Clackmannanshire and Stirling Environment Trust (The Trust) I hereby offer to award, St David's Brass Band , The sum of Seven Thousand Four Hundred and Thirty One Pounds, £7431.00 or 3% of total eligible projects costs, whichever is lower for the following purpose: -

*"The renovation and refurbishment of the hall to provide a hall that is fit for purpose  
Funding to be allocated towards the specific element of the provision of accessible  
toilets as per funding application dated 26<sup>th</sup> April 2021*

Subject to the conditions overleaf:

I acknowledge receipt of page 1 of the offer of funding dated 11 <sup>th</sup> June 2021	
--	--

*Please initial box*

1. That the project is recorded with the regulator. The Trust will record the project with the regulator when this offer of funding is returned. **Note** no works may commence until you have been advised by the Trust that the project has been recorded.
2. Any alteration to the specifications from the said application must be approved by the Trust prior to implementation. Failure to do so may result in the withdrawal of this offer of funding.
3. That where ever possible all works should be subject to tender or competitive quotes, evidence of which must be supplied to the Trust.
4. The terms of the Schedule of standard conditions attached and signed as relative hereto will apply to this offer of funding.
5. That funding is only available for the specific elements relating to the provision of accessible toilets, funding from other approved bodies under the SLCF scheme must not be used for the same purpose.
6. Confirmation of the Community Asset Transfer

If you wish to accept the offer, please initial the boxes on pages 1 and 2, sign page 3 and have it witnessed. Then return one complete copy to me within **four weeks from the date of this letter**. If you require longer please could you inform me as soon as possible.

If you have any queries in the meantime please do not hesitate to get in contact with me.

Yours sincerely

[Redacted Signature]

Manager Clackmannanshire and Stirling Environment Trust

I acknowledge receipt of page 2 of the offer of funding dated 11<sup>th</sup> June 2021

Initial  
Here

**Clackmannanshire and Stirling Environment Trust**

*Registered as an Approved Body: - Enrolment number AB 009*

---

**Project Title: Refurbishment of Vogrie Hall.**

**Project ref. CSET 348**

On behalf of, St David's Brass Band, I hereby accept the forgoing offer of the Clackmannanshire and Stirling Environment Trust, dated 11<sup>th</sup> June 2021 on the terms and conditions stated within.

Signed: -.....

Name: -.....

Position within organisation:.....

Date: -.....

Witness

Signature.....

Name in full.....

Address in full.....

.....

The completed offer of funding should be returned to me by email at

[morrisona@stirling.gov.uk](mailto:morrisona@stirling.gov.uk)



**Clackmannanshire and Stirling Environment Trust**

**STANDARD CONDITIONS OF GRANT**

**These are the Clackmannanshire and Stirling Environment Trust's (CSET) Standard Conditions referred to in the forgoing offer of grant.**

- 1) All projects must be recorded with the regulator prior to the commencement of any works or the payment of any grant.
- 2) Before commencing any works, the applicant shall obtain and furnish CSET with confirmation of, all necessary statutory consents, including where appropriate that of the planning or roads authority, or the local authority under the buildings (Scotland) act 1959.
- 3) Before commencing any works, the applicant shall obtain and furnish CSET with confirmation of the consent of any other person or body with an interest in the scheme or the site of the scheme.
- 4) If research projects are undertaken ownership of the results shall be transferred to CSET. In addition the applicant shall be responsible for making the research publicly available.
- 5) If a public amenity project is undertaken the applicant must supply the Trust with evidence of public access including a copy of the letting or membership policy which must clearly show costs and any limitations on use.
- 6) Unless otherwise agreed in writing by CSET no grant will be paid for any work that has commenced, or equipment purchased, prior to the receipt of the applicant's acceptance of the offer of grant made by CSET.
- 7) No grant shall be payable by CSET in respect of any costs additional to the eligible costs of the scheme, as stated in the offer of grant, unless the approval of an increase in grant has been secured in writing from CSET.
- 8) If the final eligible costs are lower than the original costs supplied in the application, then CSET reserve the right to reduce the grant contribution pro-rata.
- 9) Unless specified otherwise in the offer of grant, funds shall be payable by CSET only after the works in question have been completed.
- 10) Unless specified in the offer of grant, funds shall only be payable by CSET on the submission of a CSET claims form.
- 11) For long-term projects CSET may elect to make payments in instalments subject to the submission of claims as per condition 9
- 12) Unless agreed in writing by CSET work should be completed within 6 months of works commencing

13) Evidence of the costs incurred must accompany any claims for grant payment. CSET may on a sample basis seek further verification of costs incurred in the form of a receipted invoice or equivalent evidence for that item of expenditure, e.g. a cleared cheque or BACS (Banks Automatic Clearing System) printout.

14) If the applicant is required to produce receipts for payments made; these shall take the form of receipted invoices. Where work in respect of the scheme is carried out by the applicant's own employees reasonable written proof of the costs incurred for such work should be submitted (e.g. time sheets and rates)

If the applicant is required to produce an itemised account of expenditure, this shall take the form of a list of each item of expenditure and the cost incurred, certified as an accurate record by the applicant or an appropriate representative..

In either case the aim is to provide CSET with evidence that the applicant has actually incurred the stated costs.

15) The offer of grant is made on the understanding that, in the course of making the application, the applicant has disclosed to CSET any and all financial awards received or expected for the same purpose.

If any such contributions have not been disclosed, CSET reserve the right to vary, cancel or withdraw the offer of grant. **Note as a general rule** the Trust will not award funds to a project that has or subsequently receives funding from another Approved Body under the Scottish LCF Scheme. If such an award is made CSET must be advised directly and certainly before any works commence

16) Where the project is part funded by other bodies or organisations the applicant shall provide CSET with satisfactory evidence that a formal offer of such funding has been accepted.

17) Unless otherwise agreed in writing by CSET, the scheme shall conform to the plans or the specifications or any other particulars submitted to CSET. CSET will send a representative to inspect the scheme to ensure that it is fully completed in accordance with the said plans or specifications before final payment of the grant is made. If an inspection is carried out after the final payment has been made and the scheme has not been completed as specified above the grant may be repayable in accordance with condition 22.

18) The applicant shall be responsible for maintaining any works or equipment that are the product of this grant scheme, for a period of no less than three years, within the appropriate council area, unless otherwise specified in the grant offer.

19) The applicant shall be responsible for restoring or replacing any facilities or resources, which may be lost or damaged, through fire, theft accident, storm or malicious damage and shall take out and keep in force suitable insurance cover, obtained from a reputable bank or insurance company satisfactory to CSET. The



applicant shall exhibit to CSET the policy and premium receipts, or copies of them on demand;

20) The grant is conditional on the applicant completing the project. The maintenance of which is entirely the applicant responsibility. Neither CSET, nor any of its officers shall have any liability in respect of the scheme.

21) The applicant must provide CSET with prior notification of any proposal to close, sell or dispose of any equipment or works which are the products of the grant scheme, or of the land on which they are situated. In the event of such a sale or disposal the grant or such part of it as CSET thinks fit shall be immediately repayable to CSET.

22) The applicant shall be bound to repay CSET in full or part as CSET sees fit the grant awarded in the event of the following: -

Breach of terms and conditions of this offer of grant.

Any written information supplied to CSET by or on behalf of the application is found to be false or misleading in any material respect, whether such written information is provided prior to or after the execution of this offer.

23) Without prejudice of the foregoing provisions of conditions 21 and 22, if any events specified occur to the grant or any part of instalment paid to the applicant, by CSET, CSET shall be under no obligation to pay the grant or the remaining balance thereof, as the case may be. The applicant shall be deemed to have forfeited all claims and rights to the same.

24) Where the amount or any part of it is repayable to CSET in the terms of conditions 15, 19, 21 and 22 above then:-

The amount repayable shall be the total amount of grant paid or part thereof.

Repayment shall be due immediately

Interest shall be payable on the amount of grant repayable at the prevailing base lending rate from the date on which the repayment is due, until it is made.

25) Any failure, delay or omission by CSET to exercise any right to demand payment shall not be construed as a waiver of such rights.

26) The applicant shall indemnify CSET against any actions, claims, demands, costs, expenses or loses incurred by or made against CSET which arises out of, or in connection with:-

The payment of the grant or in consequences of the payment of the grant

Any facilities, services or other things created or provided using the grant.

- 27) Any person authorised by CSET on its own behalf shall be entitled at all reasonable times to inspect the grant scheme for the purpose of ascertaining that the terms and conditions of the grant are being complied with.
- 28) If required the applicant may be asked to submit to CSET quarterly monitoring reports detailing the progress of the project throughout its life. The format of the report will be determined by CSET
- 29) The grant contribution by CSET towards the scheme must be acknowledged in **all** publicity surrounding the project, or any other reports compiled in connection with the project, failure to do so may result in repayment of some or the entire award paid.
- 30) CSET reserve the right to publicise full details of any grant offered including name of recipient, project details and grant offered.
- 31) Any letter, notice or demand by CSET shall be sufficiently served on the applicant if it is delivered by hand or left at the applicant's last known address or sent by post, addressed to the applicant's last known address.



## People's Postcode Trust Application

To secretary@stdavidsbrass.co.uk <secretary@stdavidsbrass.co.uk>



ST DAVID'S BRASS BAND SCIO

Dear ALISTAIR TAYLOR,

Thank you for your application to People's Postcode Trust.

We are delighted to inform you that this has been provisionally successful pending all correct documentation has been submitted to us in the timeframe advised below.

Application Name: Clean Air Project

Award amount: £13,693.00

### Payment

Please Complete the following form by **Friday 2nd July 2021**.

Please note that if your Funding Agreement form and the required supporting documents are not returned in advance of the deadline, we will be unable to process the payment of your grant by the date specified. If these are received after the deadline, your payment will only be included in the following month's payments schedule.

### Funding Agreement Form

What will you be asked for?

1. An upload of a screenshot, photo or scanned copy of your organisation's bank statement (not a summary of transactions/online banking homepage), dated within the last 3 months.
2. A photo or scanned copy of one of your organisation's paying in slips or a voided cheque.
3. To read through and sign the Funding Agreement.

Following submission of your funding agreement, you will receive an email containing a link to verify your electronic signature. For this form to be approved by our team, we require that this verification is completed. Please access the email address entered on your funding agreement and complete the

verification. Once you click on the link, our team will begin processing this form. Our team will be in touch should there be anything further we require.

The award will be transferred in full to your organisation's account by the end of **July** subject to the completed form reaching us in advance of the deadline and final checks on your organisation taking place. Should anything be outstanding, we will be in contact.

#### Announcing your award

Please do not publicly announce your award until the funds are in your organisation's bank account. Towards the end of June we will be sending you an email to confirm the funding transfer with details on how to acknowledge the award. You are welcome to share the news internally with your organisation.

#### Flexibility

We also understand that priorities might change for your organisation over the coming months. We are committed to being more flexible with these funds and so if you do need to change an element of this application please get in touch.

We appreciate the time, effort and energy that went into this and we truly hope that these funds will prove to be very helpful at this difficult time.

Kind regards,

[Redacted Signature]

People's Postcode Trust Team

People's Postcode Trust is a charity registered in Scotland, No. SC040387 and is a company limited by guarantee (356549). People's Postcode Trust is regulated by the Gambling Commission under account number [18971](#). Players must be 18 or over. Not available in Northern Ireland. © 2021 Postcode Trust



## People's Postcode Trust

To: secretary@stdavidsbrass.co.uk <secretary@stdavidsbrass.co.uk>



Dear ALISTAIR TAYLOR,

Congratulations on your successful application to People's Postcode Trust.

We are delighted that, thanks the support of our players, we are able to fund "Clean Air Project" and would like to welcome you and your organisation to our family of grant holders. Your award has been transferred into the nominated bank account.

Please find below some useful information relating to our funding.

### Acknowledging the funds

A handy guide on how to acknowledge our funding is attached. If you have any communications related queries or would appreciate some assistance, please contact our comms team: [trustcomms@postcodelottery.co.uk](mailto:trustcomms@postcodelottery.co.uk)

### Monitoring

We understand that time is a highly valuable resource, especially for smaller charities and good causes, and so it is unlikely that we will contact you during the funding period. Occasionally we will undertake visits to organisations that we fund either during or just after this period. Should we wish to come and visit your organisation we will give advance notice and organise a time that suits. We will only do this when it is safe and will abide by government restrictions. Otherwise, if you have an upcoming event relating to the funded activities that you would like us to attend, please send us an invitation by email.

### Evaluation

We will forward an evaluation form for the funding a month in advance of 31/07/2022. This is the end date of the funding period given in the application. We will not ask for receipts and invoices with this form but we do ask that you keep them safe following the funding period just in case we need to check a specific item. Please ensure that this form reaches us by the end date so that we can hear how your work has benefitted your community. Once this form has been returned your organisation is welcome to apply for future funding (subject to changing criteria). If your activities have come to an end and



you are in the position to submit your evaluation early, the form can also be found on our [Trust website](#).

### Contact

If you wish to change an aspect of the funded activities or for any other enquiries, please get in touch: [info@postcodetrust.org.uk](mailto:info@postcodetrust.org.uk)

We hope you are keeping safe and well at this time and we look forward to hearing how your work progresses.

Best wishes,

[Redacted signature]

People's Postcode Trust is a charity registered in Scotland, No. SC040387 and is a company limited by guarantee (356549).

People's Postcode Trust is regulated by the Gambling Commission under account number [18971](#). Players must be 16 or over. Not available in Northern Ireland. © 2021 Postcode Trust

- [People's Postcode Trust - Welcome.pdf \(3 MB\)](#)

)



## Response Recovery and Resilience Fund A593832 GA

To Alistair Kenneth Taylor <secretary@stdavidsbrass.co.uk>

Dear Alistair,

### **The Community Response Recover and Resilience Fund Grant Application Reference: A593832**

We are pleased to inform you that £5000 has been awarded to your organisation. Your grant is for the following purpose: To contribute to the instillation of fresh air ventilation systems into Vogrie Hall.


Where possible and appropriate, could you provide a photograph of the work you are doing with the award for publicity use. Claire Montgomery from our Communications department might get in touch to follow up and ask for further information on your project.

Please also download the [Acknowledging Your Grant information sheet](#).

We are processing payments daily and would expect payment to be with you within 5 days. The award will be paid via bacs, a remittance advice will be emailed to the organisation email address provided when applying. The remittance email will be issued by Foundation Scotland's finance team when the payment is being made and will be from Docs ([Docs@foundationscotland.org.uk](mailto:Docs@foundationscotland.org.uk)).

If you have any queries or need to get in touch concerning this grant offer, please reply to this email or telephone 0141 341 4960.

Best wishes,

  
Programmes Administrator

Main   
Teams   
Web 

Foundation Scotland | [Empire House | 131 West Nile Street | Glasgow | G1 2RX](#)  
**Scotland's Community Foundation**

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**We are open as usual.** Please note that our staff are now all working from home - we are working differently, working digitally. Staff work travel has been suspended so we will hold our meetings online. For information on our response to the Coronavirus and changes to how we are operating please see our [website](#) for details.



### Checklist of accompanying documents

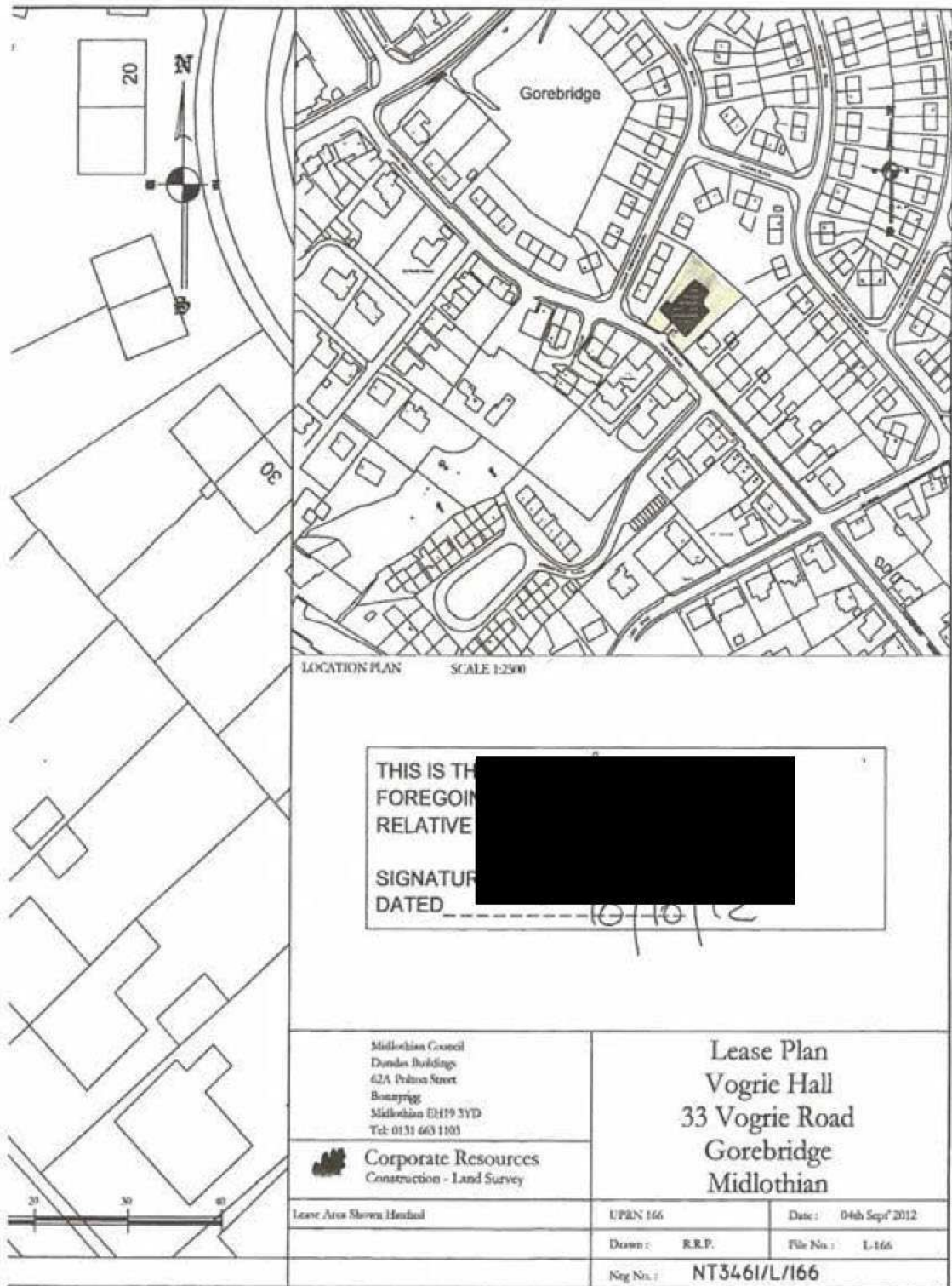
To check that nothing is missed, please use the checklist below for all attachments:

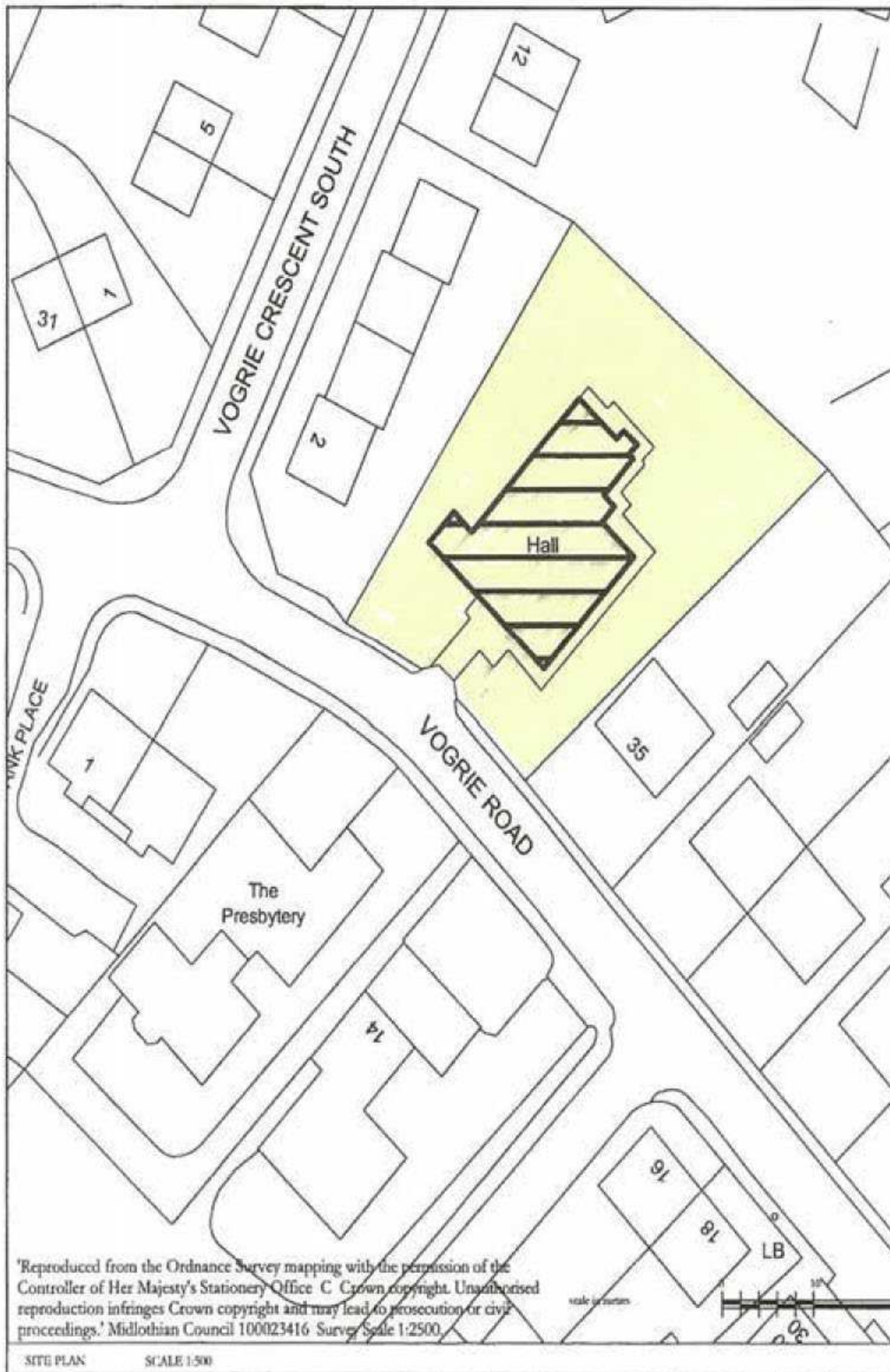
<b>Section 1 – you <u>must</u> attach your organisation’s constitution, articles of association or registered rules</b>	√
<b>Section 2 – you <u>must</u> attach any maps, drawings or description of the land requested</b>	√
<b>Section 3 – note of any terms and conditions that are to apply to the request</b>	√
<b>Section 4 – about your proposals, their benefits, any restrictions on the land or potential negative consequences, and your organisation’s capacity to deliver.</b>	√
<b>Section 5 – you <u>must</u> provide evidence of community support including copies of surveys</b>	√
<b>Section 6 – you <u>must</u> attach your latest annual report, accounts and any current funding bids in support of the project</b>	√





**Community Asset Transfer Committee**  
**Thursday 24th February 2022**  
**Item 5.2**  
**Appendix 2**





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SITE PLAN SCALE 1:500

<b>Name of CTB making the asset transfer request:</b>	<b>St David's Brass Band SCIO</b>
<b>Land to which this asset transfer request relate:</b>	<b>Vogrie Hall, 33 Vogrie Road, Gorebridge, EH23 4HH</b>
<b>Validation date:</b>	<b>11<sup>th</sup> October 2021</b>
<b>Date of assessment:</b>	<b>15th December 2021</b>
<b>Assessed by:</b>	<b>A Lang, G Cousin, M Inglis, J Venton &amp; M Kenmure ( in attendance R Irvine, L Thomson)</b>

	<b>Projects Objectives</b>	<b>Evidence</b>	<b>Assessment Score 1-5 (1-Weak, 5-Very Strong)</b>
<b>1</b>	<p><b>Do the project objectives meet the Single Midlothian Plan objectives?</b></p> <ul style="list-style-type: none"> <li>• Reduce the economic circumstances gap</li> <li>• Reduce the gap in learning outcomes</li> <li>• Reduce the gap in health outcomes</li> <li>• Reduce Carbon Emissions in Midlothian to net zero by 2030</li> </ul>	<ul style="list-style-type: none"> <li>• Potential to contribute to reducing health and learning outcomes for those gaining qualifications and supports mental health and a sense of belonging</li> <li>• Potential to contribute to growing and allotment strategy</li> <li>• Place for other community groups to meet and offer new opportunities linked to the SMP priorities</li> <li>• Supports climate change in terms of embodied carbon</li> <li>• Supports volunteering which is an action of SMP</li> <li>• Most of reference band to impact on band but does highlight impact to other groups</li> </ul>	<p><b>4, 3, 4, 2, 2</b></p> <p><b>Collective score 3</b></p>

		<ul style="list-style-type: none"> <li>• Contributes to outcomes but not explicitly in terms of the how</li> <li>• Music contributes to local people's educational attainment and other health and wellbeing aspects</li> <li>• Only 9 youth members</li> <li>• More detail on demand and how can be achieved would have been helpful</li> <li>• High level statements on wider use but more details would be beneficial</li> </ul>	
2	<p><b>Value to relevant authority in existing use of asset?</b></p> <ul style="list-style-type: none"> <li>• Feasibility and cost of relocation of services elsewhere</li> <li>• Potential revenue savings arising from transfer</li> </ul>	<ul style="list-style-type: none"> <li>• £1,000 offered</li> <li>• Cost of repairs £537,493 estimated by Council</li> <li>• Grant funding attracted £75,000 and £200,000</li> <li>• Worth building and land £100,000 minimum figure, 2 house plots demolish building</li> <li>• Demolition costs potentially</li> <li>• Benefit to other community groups</li> <li>• <b>£3,600 rent and group pay utilities and insurance £725.38 (not paid when not occupying)</b></li> <li>• Sum insured £599,560</li> <li>• Alternative rent sum would be increased however the council does not have the financial resource to bring the building</li> </ul>	<p><b>4, 4, 4, 4, 4</b></p> <p><b>Overall score 4</b></p>



		<p>back into use.</p> <ul style="list-style-type: none"> <li>• Apparent the repair and maintenance cost far exceed the potential income</li> </ul>	
3	<b>Value for alternative use/redevelopment</b>	<ul style="list-style-type: none"> <li>• Not on SHIP</li> <li>• Limited use for redevelopment – size for 2 house plots if sold</li> <li>• £100,000</li> <li>• No other alternative plans made for that site since expression of interest, has been explored for nursery provision but rejected and don't envisage for the future</li> </ul>	<p><b>3, 3, 3, 3, 3</b></p> <p><b>Overall total 3</b></p>
4	<b>Value for proposed and other community benefits</b>	<ul style="list-style-type: none"> <li>• A lot of focus on the application on the band rather than wider community benefit</li> <li>• Support from wider community through consultation responses, indicative use from previous community users</li> <li>• Small financial element £1,000 purchase being offered</li> <li>• If group get asset they have ideas and generated initial support and principle in application to embody community benefits to wider groups</li> <li>• Analysis of non-duplication or competitiveness with other community organisations</li> <li>• 30 members 92/3 thirds from Midlothian</li> <li>• Noise consideration</li> </ul>	<p><b>3, 2, 2, 3, 3</b></p> <p><b>Overall score 3</b></p>

		<ul style="list-style-type: none"> <li>• Difficult to ascertain a financial value on the level of community benefits</li> <li>• Value of volunteer new opportunities</li> </ul>	
5	<p><b>Level of community benefits</b></p> <ul style="list-style-type: none"> <li>• Extent of community served</li> <li>• Nature of benefits to be delivered</li> <li>• Community need/demand for the services</li> </ul>	<ul style="list-style-type: none"> <li>• Brass band mixed age groups</li> <li>• Outside space</li> <li>• Live music</li> <li>• Sensory garden</li> <li>• Expressive arts groups space to present or perform</li> <li>• Recording studio</li> <li>• Job creation one caretaker</li> <li>• Local trades people employed to carryout repairs</li> <li>• Sense of pride and community spirit</li> <li>• Intergenerational opportunities</li> <li>• Limited information on support to address social inequalities</li> <li>• Geographically Gorebridge however open to Midlothian and Environs</li> <li>• Growing population in the Gorebridge area, other anchor orgs at capacity in terms of space</li> <li>• Attendance at Galas and other local events to perform</li> <li>• Volume of community benefits difficult to</li> </ul>	<p><b>3, 3, 3, 3,</b></p> <p><b>Overall total 3</b></p>

		ascertain in terms of numbers benefiting	
		<ul style="list-style-type: none"> <li>• Venue for children parties</li> <li>• 11 groups registered an interest</li> </ul>	
<b>6</b>	<b>Likelihood that benefits will be delivered over a 5 year period</b> <ul style="list-style-type: none"> <li>• Strength of organisation</li> <li>• Sustainability of business plan/project</li> <li>• Sources and level of funding support</li> </ul>	<ul style="list-style-type: none"> <li>• Project manager in building industry member</li> <li>• Depute head teacher</li> <li>• Retail management experience</li> <li>• Sound experience</li> <li>• IT and data analysis experience</li> <li>• finance skills accountancy</li> <li>• Feasibility drawings secured</li> <li>• Solicitor will be engaged for legal transactions</li> <li>• 148 consultation responses 249 support signatures</li> <li>• 11 user groups interested in using hall</li> <li>• £200,000 anonymous donation, £50,000, £7431, £13,693</li> <li>• Request for council to waive legal fees (unlikely that the council would waive their own legal fees as recharged to the department of the council)</li> <li>• For 8 years band covered their own heating and lighting costs and other associated running costs and small repairs. Approximately £6,000 per year estimated future costs £9,000 approx low</li> </ul>	<b>4, 4, 3, 3, 3</b>  <b>Score overall 3</b>

		<p>estimation.</p> <ul style="list-style-type: none"> <li>Do not see the £200,000 in the accounts, due diligence established the amount was £200,000 and evidence of them receiving it with a letter. Pg177 (charities aid foundation).</li> <li>The difference in Council estimation of repairs and organisation approx. £300,000 difference</li> <li>Limited evidence of business model and business plan</li> <li>Higher than envisaged running costs with increased use of the building</li> <li>Got the money to operate just now but costs could escalate and limited information on contingency</li> </ul>	
7	<p><b>Impact of project failure</b></p> <ul style="list-style-type: none"> <li>To surrounding local environment</li> <li>To reputation of the parties</li> <li>To the service users'/relevant authority's objectives</li> </ul>	<ul style="list-style-type: none"> <li>Reduction of community spaces available</li> <li>Less community activity</li> <li>Hamper other organisations securing capital grants due to project reputational damage</li> <li>Potential for unfinished and unsafe building to be the result</li> <li>Reputational damage to the organisation or local authority for providing the assets if the community benefits aren't realised or the organisation cannot cope with additional financial burdens</li> </ul>	<p><b>3, 3, 2, 4, 2</b></p> <p><b>3 overall</b></p>



	7 Best Value themes	Evidence	Score 1-5 (1-Weak, 5-Very Strong)
8	<b>Vision and Leadership – does the organisation have in place a clear vision and plan for what it will do to contribute to the delivery of improved outcomes for Scotland?</b>	<ul style="list-style-type: none"> <li>• Yes arts centre and completing existing facilities and avoids duplication</li> <li>• Application clear objectives and detailed plan for refurbishment and consultation with community</li> </ul>	<p>4, 4, 4, 4, 4</p> <p><b>Collective score 4</b></p>
9	<b>Effective Partnerships – does the organisation have a collaborative approach to the challenges that communities face?</b>	<ul style="list-style-type: none"> <li>• Yes evidence of partnership working with other community anchor organisations, consultation with community, other orgs using building when in operation, become more involved in community activities for example Christmas lights. No formal community commitment from other organisation to pay rents.</li> <li>• While collaborating with 3 other orgs the focus is not on wider communities challenges it is on providing space primarily for their organisation and other community groups although some contribution to wider community benefits.</li> </ul>	<p>3, 3, 3, 3, 2</p> <p><b>Overall score 3</b></p>
10	<b>Governance and Accountability – can the organisation demonstrate structure, policies and leadership behaviours?</b>	<ul style="list-style-type: none"> <li>• Yes good track record of operating facility and appropriate expertise in terms of project and financial management in the group.</li> <li>• No evidence of any additional policies in place apart from constitution</li> <li>• PVGs for some members who are linked</li> </ul>	<p>3, 3, 3, 2, 4</p> <p><b>Overall score 3</b></p>

		<p>to youth work with band</p> <ul style="list-style-type: none"> <li>• Lack of business plan, which can reflect on the leadership behaviours.</li> </ul>	
11	<b>Use of resources – how does the organisation demonstrate effective management of all resources to deliver on outcomes?</b>	<ul style="list-style-type: none"> <li>• Previous experience of generating income to meet running costs but not large repairs</li> <li>• No detailed business plan and forecast of rising costs</li> <li>• Successful in securing grant applications</li> <li>• Human resource staff and volunteers (limited)</li> <li>• If employing (need to engagement with advice organisation for becoming employer).</li> <li>• Landscaping costs not included for example</li> </ul>	<p><b>2, 3, 3, 2, 2</b> <b>Overall score 2</b></p>
12	<b>Performance management – does the organisation have robust arrangements in place to monitor and report on outcomes?</b>	<ul style="list-style-type: none"> <li>• Financial monitoring skills in place</li> <li>• Consultation skills evident</li> <li>• More work would be required in terms of monitoring impact of its work on the wider community</li> <li>• Not clear about the systems in place to monitor or report or assess impact on wider outcomes</li> </ul>	<p><b>3, 2,2, 2,2</b> <b>Overall score a 2</b></p>
13	<b>Sustainability – what is the organisation doing to contribute to sustainable development?</b>	<ul style="list-style-type: none"> <li>• Refurbishment opposed to demolition and new building although limited information on carbon reduction measure to reduce climate change</li> </ul>	<p><b>2, 2, 1, 2, 2</b> <b>Overall score 2</b></p>

		<ul style="list-style-type: none"> <li>• Research on less impact on climate if not a new build</li> <li>• Some increased insulation levels</li> <li>• Maybe included in building warrants if required</li> <li>• Depreciation of asset</li> <li>• Limited evidence of climate change impact</li> <li>• Redundant building currently, traditional method of construction</li> </ul>	
14	<b>Equality – has the organisation taken consideration of an embedded equality issues into its strategy?</b>	<ul style="list-style-type: none"> <li>• There is a commitment and openness towards inclusion but lacks specific details of how it would be proactive in ensuring those from equality groups were encouraged to participate in activities and legislative requirements are met.</li> <li>• Wheel chair accessed included</li> <li>• See notes from equality engagements officer with ideas and suggestions for equality improvements</li> <li>• Policy development for operating a building and employing staff</li> </ul>	<p>2, 2, 3, 2, 2</p> <p><b>Overall score 2</b></p>
	<b>Total</b>		<p><b>40/70</b></p> <p><b>57% positive</b></p>

<b>Recommendations:</b>	<ul style="list-style-type: none"> <li>• <b>Recommendation for panel to approve subject to robust business plan with updated cost of works due to changing conditions for example asbestos.</b></li> <li>• Work with equalities engagement officer to promote active targeting of those from protected characteristic groups and consider accessibility audit before finalise refurbishment.</li> <li>• Encourage consideration of climate reduction actions in the refurbishment</li> <li>• Legal costs would not be covered by the council therefore the council would still charge the organisation legal costs</li> <li>• Economic development burden</li> <li>• Develop appropriate policies relating to building operation and employing staff</li> <li>• Strengthen the monitoring and reporting of impact on service users and the wider community so they can know the difference they are making.</li> </ul>
<b>Conditions:</b>	<ul style="list-style-type: none"> <li>• Land sale not permitted</li> <li>• <b>Production of business plan prior to going to CMAG for ongoing operation and also increase of running and capital refurbishment costs</b></li> <li>• Redeveloped of property as detailed per application</li> </ul>

Score	Overview of evidence
<b>5, Very strong</b>	<ul style="list-style-type: none"> <li>• Governance and financial arrangements are strong and sustainable</li> <li>• Best Value characteristics are evidenced throughout the overall approach</li> <li>• Related project benefits are very robust and demonstrate value for money</li> </ul>
<b>4, Strong</b>	<ul style="list-style-type: none"> <li>• Governance and financial arrangements are sound and sustainable</li> <li>• Best Value characteristics are in evidence in the proposal</li> <li>• Related projected benefits are demonstrated well and represent value for money</li> </ul>
<b>3, Moderate</b>	<ul style="list-style-type: none"> <li>• Governance and financial arrangements are in place and acceptable</li> <li>• Best Value characteristics have been considered as part of the proposal</li> <li>• Related projected benefits are acceptable and could lead to value for money</li> </ul>
<b>2, Weak</b>	<ul style="list-style-type: none"> <li>• Governance and financial arrangements are weak</li> <li>• Best Value characteristics are not well demonstrated in the proposal</li> <li>• Related projected benefits are not based on robust information and demonstrate questionable value for money</li> </ul>
<b>1, Poor</b>	<ul style="list-style-type: none"> <li>• Governance and financial arrangements are poor</li> </ul>



	<ul style="list-style-type: none"><li>• There is little evidence of Best Value characteristics in the proposal</li><li>• Related projected benefits are ill defined and/or unrealistic and do not demonstrate value for money</li></ul>
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**ST DAVID'S BRASS BAND SCIO**  
**Scottish Charity No. SC047976**

# **Business Plan for St David's Brass Band SCIO**

**Date : 16<sup>th</sup> December 2021      updated to incorporate  
Midlothian Council comments.**

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## **Section 1: Introduction**

### **History of the Band**

St David's Brass Band SCIO (SDBBS) is a Scottish Charity now based in Gorebridge, a former mining village in Midlothian, Scotland.

Rehearsals are held in Vogrie Hall (also known as Gorebridge Public Hall) at 33 Vogrie Road, Gorebridge, Midlothian, EH23 4HH.

Originally formed in 1981 as St David's High School Brass Band, it was composed of school pupils under the baton of John A Dickson. The band's first contesting appearance came in 1986 at the Scottish Youth Championships, winning at the first attempt. Following this, in 1991 the band broke new ground and entered the Scottish Championships Fourth Section for the first time.

As the years passed, many pupils decided to continue playing after they had left school and so in 1997 the band adopted a formal constitution and registered as a Scottish Charity under the name of St David's Brass Band. In 1998 the band was awarded a Lottery grant which allowed the purchase of a full set of instruments to replace the original ones which were many decades old.

As well as contesting successes since then, the band has played at many high profile events including representing Scotland at the British Brass Band Championships on 3 occasions, playing for the Princess Royal in Holyrood Park, playing the National Anthems at Murrayfield as part of the International Rugby 6 Nations tournament, and in 2015 the band played at the opening of the Borders Railway Line in the presence of Her Majesty the Queen.

Players have come from as far away as Norway, Belgium, Peterhead, Glasgow and even on occasion, Australia to play with band, with players' ages ranging from 8 to 80.

The band undertakes various engagements in and around the Lothians and Fife areas including gala days, birthday parties, Christmas carolling and light ceremonies, arts festivals and memorial services.

SDBBS provides opportunities for playing in the Senior Band, Youth/Beginner Bands, and for tuition on brass and percussion instruments as well as training and conducting experiences.

### **Brief outline of Plan**

To show that SDBBS is an organisation that has the capability to oversee the development of a refurbished Vogrie Hall that will be used by the community.

## **Aims & Objectives**

### Aims:

1. To offer recreational facilities and activities with the object of improving conditions of life for the persons for whom the facilities and activities are intended.
2. To develop the band's Youth Programme.

### Objectives:

1. A successful Community Asset Transfer application will ensure that Vogrie Hall remains open. SDBBS will monitor the process of redevelopment to ensure a successful outcome.
2. Recruitment is key to increasing the membership, with school visits planned and 'try out' sessions organised. Juniors are encouraged to play with Seniors at public functions.

## Section 2: Organisation Details

**Organisation:** St David's Brass Band SCIO

**Contact Name:** [REDACTED]

**Contact Address:** [REDACTED]

**Telephone:** [REDACTED]

**E-Mail address:** [REDACTED]

**Web Address:** [www.stdavidsbrass.co.uk](http://www.stdavidsbrass.co.uk)

**Charity Status:** Registered Charity SC047976

**General Structure:** The organisation is composed of Members, Associate Members, Charity Trustees and co-opted Charity Trustees.

### Business Bankers

Name: Bank of Scotland

Branch Address: 47 High Street, Dalkeith, Midlothian.

Post Code: EH22 1JA

Bank Account Name: St David's Brass Band SCIO

## **Section 3: Marketing**

### ***What products/services will you provide?***

1. The band can provide instruments, music and uniforms for both Senior and Junior/Youth members. Rehearsals are scheduled weekly for both the Senior and Junior/Youth bands, leading to performances at public events.  
Tuition is offered from qualified teachers in brass and percussion disciplines.
2. The band will offer Vogrie Hall for lease to interested community groups. These groups will have the full access to the main hall, kitchen and toilet facilities.

### ***What will your pricing policy be?***

1. An annual subscription is required from band members. This is currently set at £240 for playing members and £120 for Junior/Youth members. Associate membership is £1.
2. Community groups leasing the hall will be charged a rate of £17.50 per hour which will include heating & lighting. Rates for long term leases can be negotiated.

### ***Who will be your customers?***

1. Any organisation that seeks a musical interlude, parade or accompaniment to enhance their activities will be the band's customers.
2. Any organisation that requires the main hall for their activities will be potential customers. They need not be locally based groups.

### ***How do you know there is a demand for your product or service?***

1. The band has been in existence since 1981 and has built up a reliable reputation for levels of performance, punctuality, organisation and professionalism. It has regular requests to perform at various functions and feedback is always positive. Customers frequently re-book for subsequent events in the following years.



2. There have been various groups in the past that have leased Vogrie Hall from the band, including the Scottish Brass Band Association for meetings and auditions, other brass bands for rehearsals, dog training classes, Karate clubs and Exercise classes. We also know that more recently, there have been 9 groups which have expressed an interest in leasing the premises.

<b>Marketing Tactics ( How do you alert your potential customers)</b>
Links with local organisations through social media, e.g. Facebook (residents' forums) and Black Diamond Radio.
Flyers with band details to advertise availability of the hall/opportunities to join the bands
Word of mouth
Pop- up concerts to promote the band's profile
"Try-out sessions"

***Detail your main competition.***

1. There is no competition in the area regarding banding opportunities.
2. There are 2 other facilities in the Gorebridge area that offer similar sized venues. The Beacon is a recent addition to the area and offers a small hall, a cafe and offices/meeting rooms. The Leisure Centre offers space for a variety of sporting and leisure pursuits.

***Explain your competitive advantage.***

1. SDBBS has a monopoly on brass band activities in Gorebridge and surrounding areas. There are other bands in Midlothian (Newtongrange, Penicuik, Loanhead, McTaggarts) but each tends to have long established connections with groups in their own areas and 'competing bands' do not encroach.
2. Gorebridge is the fastest growing village in Midlothian and it is estimated that there will be a further 1200 houses to be built in the area in the next 10 years. It follows that there will be an increased demand for leisure facilities.  
Research shows that both the Beacon and the Leisure Centre are at capacity but Vogrie Hall will be a welcome additional venue offering different amenities.

## **Section 4: Social Impact**

### ***What is the benefit of your origination to people and communities?***

1. The band's activities provide the following benefits to its members:
  - Increases social interaction
  - Enriches experience
  - Raises confidence levels, improves self-worth
  - Promotes physical health and mental wellbeing
  - Develops self-discipline and aids study skills
  - Helps those with dementia, strengths memory. Language and reasoning
  - Increases co-ordination, builds teamwork and pride
  - Offers opportunities for a musical career
  
2. The band can offer Vogrie Hall for use by any groups for their activities or for any individual who requires space for their own work.

### ***Who are the beneficiaries & how many people do you think are likely to benefit?***

1. Initially the playing members of the band (about 53) but there is always room for expansion. Other beneficiaries include parents of young players, family members and those that form the audience at events.
  
2. As stated above, members of other organisations who use Vogrie Hall will be beneficiaries.

## Section 5: Finance

### Capital Refurbishment Costs

Within the initial submission of the Community Asset Transfer request in December 2020, our total cost for the refurbishment/modernisation costs were detailed as £228,239. We have now updated these costs to current costs, including an error found in our design fees and inclusion of the purchase price which now brings the total cost to £ 250,176.

At the initial submission of the Community Asset Transfer request in December 2020, there was Income of £200,000 set aside against the project with various grant applications being applied for. Over the last year, 2 additional grants were awarded against the project bringing our available income to £ 257,431. St. David's Brass Band SCIO continue to apply for grant awards on this project.

As detailed on Appendix 6. vi within our Community Asset Transfer Request, the refurbishment/modernisation costs are fully detailed. After the full design has been priced by 3 Contractors and fixed costs have been obtained, SDBBS will be in a position to review the final Total cost projection, the Total current income available and make a decision should any item require to be modified or postponed till a later date.

<b>Expenditure</b>	<b>Dec 2020</b>	<b>Dec 2021</b>	<b>Comment</b>
Cost Plan Rev "A"	206,400	221,054	Using RICS Indices 7.01% increased costs to date
Building Warrants	1,545	1,545	
Design Fees	18,294	24,577	Error in initial Fee cost & increased costs to date
Legal Fees	1,000	1,000	
M.C. Legal Fees	1,000	1,000	
Purchase price		1,000	
<b>Total</b>	<b>£228,239</b>	<b>£250,176</b>	
<b>Income</b>	<b>Dec 2020</b>	<b>Dec 2021</b>	<b>Comment</b>
Anonymous Donation	200,000	200,000	
FET – Grant		50,000	Conditional on CAT award
CSET – Grant		7,431	Conditional on CAT award
<b>Total</b>	<b>£200,000</b>	<b>£257,431</b>	

As identified earlier SDBBS continued to apply for various Grants after the submission of the Community Asset Transfer Request. Due to the Covid – 19 Pandemic and the Government Scientists recommendation to increase Ventilation within buildings, SDBBS was fortunate to be awarded grants totalling £18,693 to allow for the Installation of Fresh Air Heat Recovery Systems. This item did not form part of the original refurbishment work.



## Ongoing Operational Costs

Within the initial submission of the Community Asset Transfer Request in December 2020, the projected operational costs of Vogrie Hall are detailed on Appendix 6.ii

Figures listed in table below are forecast of operational costs for when Vogrie Hall reopens. SDBBS has also utilised costing figures gained from holding a lease for Vogrie Hall over the last nine years.

<b>Expenditure</b>	<b>Company</b>	<b>Rate</b>
Gas – Utility	GAZPROM	772
Electricity – Utility	EDF	921
Broadband Provider	PLUSNET	227
Cleaner	SDBBS	900
Fire Extinguisher – Yearly	Caledonia	61
Fire Alarm System – Yearly	Atalian Servest	
Emergency Lights – Yearly	Atalian Servest	
Boiler Service – Yearly	Atalian Servest	
Water Hygiene Monitoring – Monthly	Atalian Servest	3,170
Electrical Testing – Yearly	D. Sykes	250
Brown Garden Waste Bins – Yearly Lease	Midlothian Council	52
Brown Garden Waste Bins – 2 weekly empty	Midlothian Council	70
Building Insurance	BBIS	1,680
Maintenance Budget		800
Instrument Insurance	BBIS	1,650
Music/Uniforms		500
Players Registration/Licenses		500
Contests/Transport		1,900
Youth Tuition		500
Consumables		350
<b>Total Expenditure</b>		<b>£14,303</b>
<b>Income</b>		
Hall Leases		2,188
SDBBS Membership subscriptions		5,500
Fundraising		5,600
Grants		1,000
Gift Aid		100
<b>Total Income</b>		<b>£14,388</b>



## ***Increase in Running Costs***

The day to day running costs of the Brass Band element will be basically the same as prior to the refurbishment works. There will however be an increase in the operational costs of Vogrie Hall from when SDBBS leased the building to after being fully refurbished. Within the initial submission of the Community Asset Transfer Request in December 2020, the actual cost for SDBBS to operate Vogrie Hall over the last 8 years is detailed on appendix 6.i

With the installation of roof insulation, doubled glazed windows, an A+ ErP Efficient Gas Boiler, Thermostatic Radiator Valves & LED lighting our usage of gas & electricity will be reduced which should help to lower our costs.

<b>Item</b>	<b>Last Year of Operation</b>	<b>After refurbishment</b>
Hall lease to Midlothian Council	4,124	
Gas – Utility	688	722
Electricity – Utility	877	921
Cleaner	882	900
Repairs	13	
FM Contracts		3,603
Building Insurance		1,680
Maintenance Budget		800
Broadband Provider		227
<b>Total</b>	<b>£6,584</b>	<b>£8,853</b>

The Brass Band was previously financial self-supporting and after the Refurbishment of Vogrie Hall will be able to extend the range of fund-raising projects to increase its income.

Income would also be increased from Hall Leases after the refurbishment works as Community Organisations return to using the hall.

## **Viability**

The forecast trading results for the first 2 years of trading are as follows:-

<b>Description</b>	<b>Year 1</b>	<b>Year 2</b>
Membership subscriptions	5,500	6,000
Fundraising	5,600	5,600
Grants	1,000	1,000
Gift Aid	100	100
Hall Leases	2,188	3,600
<b>Total Income</b>	<b>£14,388</b>	<b>£16,300</b>
Vogrie Hall operational costs	8,903	10,050
Instrument Insurance	1,650	1,800
Music/Uniforms	500	550
Players Registration/Licenses	500	500
Contests/Transport	1,900	2,000
Youth tuition	500	550
Consumables	350	500
<b>Total Expenditure</b>	<b>£14,303</b>	<b>£15,950</b>
<b>Net Profit (Loss)</b>	<b>£85</b>	<b>£350</b>

## **List the equipment you already own that will be used in the business**

<b>Description</b>	<b>Value</b>
Brass Instruments	£135,812
Percussion	£32,727
Music	£50,000
Stands/Banners/Mutes	£8,847
Uniforms	£14,544
Filling Cabinets/chairs	£2,400
Laptop/printer/hard drive/headphones	£2,215
<b>Total</b>	<b>£246,545</b>

## Section 6: Operations

### ***What are your hours of business?***

1. The band meets between 7pm – 9pm on Tuesdays and Fridays but these hours can be supplemented when required, for example in preparation for competitions.  
Performances take place out with these times, and dates are published in advance.
2. The hall hours will be 9am - 9pm, 7 days a week, throughout the year.

### ***Who will be responsible for operational tasks?*** Production, Suppliers, Equipment, Premises, Sales/Marketing, bookkeeping

1. These tasks tend to be shared among volunteers within the band and who have relevant skills in any particular area.
2. Depending on uptake, it may be necessary to recruit support for tasks relating to the premises or administration.

### ***Who will be responsible for management tasks?***

Management Accounts, Staff, Regulatory Information

1. The Board of Charity Trustees meets monthly where decisions regarding the direction of the band take place. As well as a Chairperson, a Secretary and Treasurer there are 5 other Board Members. Sub-committees are formed when required, for example a CAT sub-group and a social committee.
2. The Board of Trustees can co-opt members to the Board to advise on matters relating to the liaison between the band and other groups.

### ***How many staff will be needed?***

How many, what hours will they work, what will they be paid?

- |                  |              |             |
|------------------|--------------|-------------|
| 1. The conductor | 6 hrs / week | unpaid post |
| Librarian        | 2hrs / week  | volunteer   |
| Youth Tutor      | 2hrs / week  | £30 / hr    |
| Cleaner          | 2hrs / week  | £9.50 / hr  |

2. A hall caretaker may be required dependent on number of leases taken out. This is a job that someone may volunteer for. Failing that, a rate of £9.50 per hour would be offered.

***Contingency plans you may have?***

What happens if you or staff are off sick, if you are too busy, do you have others you can call upon?

1. There is a contact list which can be activated in cases of players being unavailable for performances. These are musicians who have helped in the past and are known to be reliable substitutes.
2. The process of leasing the hall does not require a regular input, so it is unlikely that sickness would interrupt this service. There are 5 keyholders who can open and close the facility, covering any absence if necessary.



## **Section 7: SWOT Analysis**

Please detail the strengths, weaknesses, opportunities and threats of you and your business.

### **STRENGTHS**

1. The band has long standing foundations, good relationships between members and there is a willingness to work together to achieve.
2. Vogrie Hall will be a welcoming, safe place that is accessible to the general public.

### **WEAKNESSES**

1. Sometimes an over reliance on 'the few' and not enough effort from 'the many' within the band and there can be a reluctance to volunteer for additional roles.
2. There are no perceived weaknesses regarding the use of the hall by others.

### **OPPORTUNITIES**

1. The acquisition of Vogrie Hall will provide flexibility regarding operational hours and usage, for example holding social evenings and fundraising events.
2. Increased use of the hall generates improved social interaction and further opportunities to improve health and wellbeing.

### **THREATS**

1. Poor attendance at rehearsals can lead to a drop in motivation from those who do attend. Banding relies on teamwork and a missing link can upset the "harmony" of the group.
2. The outcome of the Community Asset Transfer request will determine the extent to which the band can improve the building.

## Section 8: Risk Assessment – Refurbishment Works

Risk identified	Severity and probability	Rating	Control actions planned	New severity/probability	Rating
Building Warrant application returned with required amendments.	Severe risk, unable to proceed with refurbishment, unlikely risk.	AMBER	Design Team make required amendments to Design.	Not Severe risk, unlikely	GREEN
Building Contractors Tender costs over budget.	Severe risk, increase budget costs or revise scope of work, relatively likely.	AMBER	Contingencies costs have been built into budget costs.	Not Severe risk, unlikely	GREEN
Late receipt of Monthly Grant Funding application payments.	Relatively Severe risk, insufficient funds towards end of project to pay monthly costs, unlikely risk	GREEN	Ensure correct paperwork issued to Grant Funders with Monthly applications	Relatively Severe risk, unlikely	GREEN
Project delays to to weather conditions (Wind, rain, frost etc).	Relatively Severe risk, unable to progress external works, unlikely risk.	GREEN	Majority of external works at front end of programme, delays to be made up during overall programme time.	Relatively Severe risk, unlikely	GREEN
Shortage of building materials.	Relatively Severe risk, area of works unable to continue, relatively likely	AMBER	Material to be sourced from other suppliers. Area of works to be reprogrammed	Relatively Severe risk, unlikely	GREEN
Design Team identify incorrect works during inspections.	Severe risk, possible project delay to rectify, unlikely.	AMBER	Building Contractor to rectify and mitigate project delay	Relatively Severe risk, unlikely	GREEN
Other Social Distancing (Including working-from-home	e.g. One of our team is at risk of falling ill if they are exposed to the	AMBER	We have allowed for rest time within the schedule and have planned	Relatively Severe risk, unlikely	GREEN

measures, school closures, limited access to healthcare and other provision)	virus as they are in a high-risk health category.		for this element of the project to be undertaken by another person on the team should they become unable to work. If required, the timeline would be stretched to accommodate a period of absence.		
Should we return to a total lockdown as previous, all work on the project would be stopped.	Severe risk, unable to proceed with refurbishment, highly likely risk.	<b>RED</b>	At the moment a total lockdown being reimposed is highly unlikely due to Covid – 19 Vaccine Programme.	Relatively Severe risk, relative likely	<b>AMBER</b>







# Integrated Impact Assessment Form

Promoting Equality, Human Rights and Sustainability

<b>Title of Policy/ Proposal</b>	Asset Transfer – Vogrie Hall (33 Vogrie Road, Gorebridge EH23 4HH) to St David's Brass Band SCIO (Scottish Charitable Incorporated Organisation)
<b>Completion Date</b>	3 <sup>rd</sup> February 2022
<b>Completed by</b>	Gillian Cousin
<b>Lead officer</b>	Annette Lang

**Type of Initiative:**

Policy/Strategy

Programme/Plan                      New or Proposed

Project                                      Changing/Updated

Service                                      Review or existing

**Function                                      Other (Transfer of  
asset to a local SCIO)**

Statement of Intent

### **1. Briefly describe the policy/proposal you are assessing.**

Set out a clear understanding of the purpose of the policy being developed or reviewed (e.g. objectives, aims) including the context within which it will operate.

The proposal is to transfer a council asset to a community group who are registered as a Scottish Charitable Incorporated Organisation. This transfer of ownership is governed by the Community Empowerment Act 2005.

#### Community Empowerment Act (Scotland) 2015

In deciding whether to agree to or refuse a Community Asset Transfer request, the Council must consider the following:

1. the reasons for the request;
2. any other information provided in support of the request;
3. whether agreeing to the request would be likely to promote or improve:-
  4. economic development
  5. regeneration
  6. public health
  7. social wellbeing
  8. environmental wellbeing, or
  9. whether agreeing to the request would be likely to reduce socio-economic inequalities
10. any other benefits that might arise if the request were agreed to;
11. how the request relates to the authority's duties under Equalities Legislation; and
12. any obligations that may prevent, restrict or otherwise affect the authority's ability to agree to the request.

In reaching its decision, the Council must compare the benefits of the community transfer body's proposals with the benefits that might arise from any alternative proposal. Alternative proposals may be another asset transfer request; another proposal made by the Council; continuing the existing use or disposal on the open market.

As well as assessing the benefits which the proposed CAT may deliver the Council must also assess whether the community transfer body is able to successfully deliver the project, and make it sustainable.

Importantly, the Act requires the Council to agree a CAT request unless there are reasonable grounds for refusing it.

A key part of the Council's financial strategy is the rationalisation of land and buildings. Council policy is to consider Asset Transfer for halls and pavilions that meet approved criteria. A transfer will reduce future financial burdens to the Council associated with these facilities.

## **St David's Brass Band SCIO**

The application is being made by St David's Brass Band SCIO registered charity SC047976. The organisation is run by a Board of Directors. St David's Brass Band SCIO have been operating for 40 years and operating out of Vogrie Hall, for the last 10 years. Membership is open to all of Midlothian and those living in the environs.

### St David's Brass Band SCIO request

St David's Brass Band SCIO have requested full ownership and transfer of Vogrie Hall together with land surrounding the building). The proposal is to use the building and land for the provision of an expressive arts centre, with community use for benefit of Midlothian residents and those living in the environs and the surrounding area.

### Assessment

A Community Asset Transfer Assessment panel group of council officers met on 15<sup>th</sup> December 2021 and completed a scoring exercise against the assessment framework (The assessment panel requested a more detailed business plan) to be submitted in advance of the Community Management Assessment Group (CMAG) Meeting.

This assessment recommended that the Council approve the request for the reasons below:

- St David's Brass Band will provide locally accessible expressive arts and community facilities.
- The transfer will provide a saving to the Council both in relation to the cost of repairs (£537,493) the building and land is worth approximately £100,000.
- The proposed transfer would ensure liabilities for maintenance, repair, renewal and insurance for the Council and place these on St David's Brass Band SCIO.
- The facility will be available for community use and St David's Brass Band SCIO have secured £275,000 to refurbish the building from grants and a private donation.
- The transfer of halls and pavilions, of which Vogrie Hall is one, is part of the council's financial strategy

The application is recommended for approval subject to certain conditions.

The Community Management Assessment Group (CMAG) Meeting, comprising officers from Communities, Estates, Finance, Education and Land Resources undertook a formal review of the assessment by the asset transfer panel on 25<sup>th</sup> January 2022. In accordance with the Council approved Framework. The decision of the CMAG was to progress to Community Asset Transfer Board for elected members to make the final decision.

### What will change as a result of this policy/Proposal?

The building has historically been operated by the Brass Band on a lease. However due to repair issues and covid it has been closed for just under 2 years. The change as a result of this proposal will mean that the community group will have ownership transferred to them which will enable them to access funding to repair and reopen the building making it accessible to their brass band and wider community.

### 13. Do I need to undertake a Combined Impact Assessment?

High Relevance	Yes/no
The policy/ proposal has consequences for or affects people	Yes
The policy/proposal has potential to make a significant impact on equality	Yes
The policy/ proposal has the potential to make a significant impact on the economy and the delivery of economic outcomes	No
The policy/proposal is likely to have a significant environmental impact	No
Low Relevance	
The policy/proposal has little relevance to equality	No
The policy/proposal has negligible impact on the economy	Yes
The policy/proposal has no/ minimal impact on the environment	Yes
<p><b>If you have identified low relevance please give a brief description of your reasoning here and send it to your Head of Service to record.</b></p> <p><b>If you have answered yes to high relevance above, please proceed to complete the Integrated Impact Assessment.</b></p>	

**14. What information/data/ consultation have you used to inform the policy to date?**

<b>Evidence</b>	<b>Comments: what does the evidence tell you?</b>
Data on populations in need	The evidence from the Midlothian Profile and Scottish Index of Multiple Deprivation continues to highlight that Gorebridge is an area of deprivation.
Data on service uptake/access	The take up of the brass band and use of the hall will increase due to having access to improved facilities which can be reopened.
Data on quality/outcomes	<p>The band have a proven track record in operating the building successfully. They will also meet the objectives of the Single Midlothian Plan in relation to:</p> <ul style="list-style-type: none"> <li>• Reducing the gap in health and learning related outcomes.</li> </ul>
Research/literature evidence	<p>The Midlothian Profile and the Single Midlothian Plan provide an evidence base of the needs of the residents in Midlothian and have been included in the application.</p> <p>The consultation with the community has 148 consultation responses, 249 support signatures and 11 user groups had noted their interest in using the hall.</p>
Service user experience information	<p>The consultation with the community has 148 consultation responses, 249 support signatures and 11 user groups had noted their interest in using the hall.</p> <p>30 members within the brass band itself are also supportive.</p>
Consultation <b>and involvement</b> findings	The consultation with the community has 148 consultation responses, 249 support signatures and 11 user groups had noted their interest in using the hall.
Good practice guidelines	In line with the Community Empowerment Legislation and specifically Asset Transfer Guidance



Other (please specify)	
Is any further information required? How will you gather this?	No

**15. How does the policy meet the different needs of and impact on groups in the community?**

<b>Equality Groups</b>	<b>Comments – positive/ negative impact</b>
Older people, people in the middle years,	Positive - opportunities to reduce social isolation, improve health and wellbeing and develop new skills.
Young people and children	Positive - enable young people and children to access new opportunities, receive support on issues such as health and wellbeing or supporting the development of skills.
Women, men and transgender people (includes issues relating to pregnancy and maternity)	Positive - opportunities to reduce social isolation, improve health and wellbeing, learn new skills and increase access to education and training.
Disabled people (included physical disability; learning disability; sensory impairment; long term medical conditions; mental health problem)	Positive - opportunities to reduce social isolation, improve health and wellbeing, learn new skills and increase access to education and training. Also enhanced access to the facilities.
Minority ethnic people (includes Gypsy/Travellers migrant workers non-English)	Positive - opportunities to reduce social isolation, improve health and wellbeing, learn new skills and increase access to education and training and improve written and spoken language skills.
Refugees and asylum seekers	Positive - opportunities to reduce social isolation, improve

	health and wellbeing, learn new skills and increase access to education and training and improve written and spoken language skills.
People with different religions or beliefs (included people with no religion or belief.	Faith based groups are able to apply in to access services and make use of the facility.
Lesbian; gay bisexual and heterosexual people	Positive - opportunities to reduce social isolation, improve health and wellbeing, learn new skills and increase access to education and training. There will be an equal access to the facility and services.
People who are unmarried; married or in a civil partnership	Positive - opportunities to reduce social isolation, improve health and wellbeing, learn new skills and increase access to education and training.
Those vulnerable to falling into poverty	
Unemployed	Positive - opportunities to learn new skills and increase access to employment, education and training and access to income maximisation support.
People on Benefits	Positive - opportunities to learn new skills and increase access to employment, education and training and access to income maximisation support.
Single Parents and vulnerable families	Positive - opportunities to receive support and improve health and wellbeing.
Pensioners	Positive - opportunities to reduce social isolation, improve health and wellbeing and develop new skills.
Looked after Children	Positive - opportunities to receive support and improve health and wellbeing.
Those leaving care settings	Positive - opportunities to

(including children and young people and those with illness)	receive support and improve health and wellbeing.
Homeless People	Positive - opportunities to learn new skills and increase access to employment, education and training.
Carers (including young carers)	Positive - opportunities to receive support and improve health and wellbeing.
Those involved in the criminal justice system	Positive - opportunities to learn new skills and increase access to employment, education and training.
Those living in the most deprived communities (bottom 20% SIMD areas)	Positive - opportunities to learn new skills and increase access to employment, education and training.
People misusing services	Positive - opportunities to receive support and improve health and wellbeing.
People with low literacy/numeracy	Positive - learn new skills and increase access to employment, education and training and improve written and spoken language skills.
Others e.g. veterans, students	Positive - opportunities to receive support and improve health and wellbeing.
<b>Geographical Communities</b>	
Rural/ semi-rural Communities	Applications for use of the hall are welcome from all communities across Midlothian and the wider environs. This also applies to membership of the brass band.
Urban Communities	Applications for use of the hall are welcome from all communities across Midlothian and the wider environs. This

	also applies to membership of the brass band.
Coastal Communities	n/a

**16. Are there any other factors which will affect the way this policy impacts on the community or staff groups?**

No

**17. Is any part of this policy/ service to be carried out wholly or partly by contractors?**

If yes, how have you included equality and human rights considerations into the contract?

**Not contractors but the asset will transfer to an independent group out with the council.**

**18. Have you considered how you will communicate information about this policy or policy change to those affected e.g. to those with hearing loss, speech impairment or English as a second language?**

The decision notice on the asset transfer is published on the council website

Information published by Midlothian Council can be provided on request in many of the community languages and in large print, Braille, audio tape or BSL. For more information, please contact the Equality, Diversity & Human Rights Officer on 0131 271 3658 or [equalities@midlothian.gov.uk](mailto:equalities@midlothian.gov.uk)

The organisation securing the premises will promote the facility and its use.

**19. Please consider how your policy will impact on each of the following?**

<b>Objectives Equality and Human Rights</b>	<b>Comments</b>
Promotes / advances equality of opportunity e.g. improves access to and quality of services, status	St David's Brass Band SCIO will be able to continue to provide locally based services addressing the needs of their local communities.
Promotes good relations within and between people with protected characteristics and tackles harassment	St David's Brass Band SCIO will be able to continue to provide locally based services addressing the needs of their local communities.
Promotes participation, inclusion, dignity and self- control over decisions	St David's Brass Band SCIO has clear policies and procedures in place in relation to positive access and inclusion
Builds family support networks, resilience and community capacity	St David's Brass Band SCIO will build capacity locally in Gorebridge through running a building and operating the brass band.
Reduces crime and fear of crime	N/A
Promotes healthier lifestyles including Diet and nutrition Sexual Health Substance Misuse Exercise and physical activity Life Skills	St David's Brass Band SCIO will increase the skills of members and will provide access to other groups to run activities which promote healthier lifestyles
<b>Environmental</b>	
Reduce greenhouse gas (GHG) emissions in Midlothian (including carbon management)	Repair of the building will make it more carbon efficient and will provide future options for projects such as food growing
Plan for future climate change	N/A
Pollution: air/ water/ soil/ noise	N/A
Protect coastal and inland waters	N/A
Enhance biodiversity	N/A
Public Safety: Minimise waste generation/ infection control/ accidental injury /fire risk	N/A
Reduce need to travel / promote sustainable forms or transport	N/A
Improves the physical environment e.g. housing quality, public and green space	Will improve physical environment as



	dilapidated building will be refurbished and made safe
<b>Economic</b>	
Maximises income and /or reduces income inequality	N/A
Helps young people into positive destinations	Yes through building confidence and music skills
Supports local business	n/a
Helps people to access jobs (both paid and unpaid)	Yes through building confidence and music skills
Improving literacy and numeracy	Yes through building confidence and music skills
Improves working conditions, including equal pay	N/A
Improves local employment opportunities	N/A

**20. Is the policy a qualifying Policy, Programme or Strategy as defined by The Environmental Impact Assessment (Scotland) Act 2005?**

No

**21. Action Plan**

Identified negative impact	Mitigating circumstances	Mitigating actions	Timeline	Responsible person
Lack of information to equality groups that they can utilise the new facility	The group have said it will be inclusive and open to all but do not state how they will actively promote to equality groups	Link St David's Brass Band with Council Equality Officer to support active promotion with equality groups	2022/23	Gillian Cousin to link Equalities Officer and St David's Brass Band


**22. Sign off by Chief Officer**

Signature



Name        Joan Tranent

Date         10 February 2022