

ASSET TRANSFER UNDER THE COMMUNITY EMPOWERMENT ACT

MODEL DECISION NOTICE - AGREED

To: Loch Lomond South CDT Ltd (SC825195).

Address: 81 Cook Road, Haldane, Balloch, Dunbartonshire, G83 8DL.

26 November 2025

This Decision Notice relates to the asset transfer request made by Loch Lomond South CDT Ltd on 22nd May 2025 in relation to Old Station Building, Balloch, West Dunbartonshire also referred to as the former Balloch Tourist Information Centre.

Scottish Enterprise has decided to **agree to** the request on the terms and conditions as set out in this notice.

The reasons for this decision are as follows:

- The request offers a facility for the local community, improving engagement, and reducing inequality to services and opportunities within the area.
- The request supports economic development through a range of local project-led services and business opportunities.
- The proposed use of the asset is inclusive and open to all.
- The request provides a balanced approach to utilising the asset maximising its value for community benefit.
- The property the subject of the request is already under missive to Flamingoland, whose formal consent is required to the grant of the Licence. The proposed licence term is for 3 years, allowing Scottish Enterprise to terminate the Licence at any point on no less than 6 months' prior written notice

The attached document specifies the terms and conditions subject to which we would be prepared to grant a licence to occupy the land to you, subject to formal consent being obtained from Flamingoland Limited. If you wish to proceed, you must submit an offer to us at the address above by 29th May 2026. The offer must reflect the terms and conditions attached and may include such other reasonable terms and conditions as are necessary or expedient to secure the licence to occupy within a reasonable time.

Right to review

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

Any appeal must be made in writing to Scottish Ministers, Scottish Government, St Andrew's House, Regent Road, Edinburgh, EH1 3DG by 24th December 2025 which is 20 working days from the date of this notice.

Guidance on making an **appeal** is available at <https://www.gov.scot/publications/asset-transfer-under-community-empowerment-scotland-act-2015-guidance-community-9781786527509/pages/17/>

Heads of Terms

No	Item	Details
1.	Property Address	Former Station Building, Balloch
2.	Licensor	Scottish Enterprise Atrium Court 50 Waterloo Street Glasgow G2 6HQ
3.	Licensee	Loch Lomond South CDT Ltd SC825195 81 Cook Road Haldane Balloch G83 8DL
4.	Area of Subjects	1,689 sq ft
4.	Repairing Obligations	The Licensee is responsible for maintaining and repairing the building throughout the term of the lease.
5.	Licence Duration	3 years
6.	Break Options or Renewal Rights	Either party may terminate at any time during the Licence giving 6 months' prior written notice.
7.	Date of Entry	TBC
8.	Licence Fee	<p>£1 per annum (if asked), subject to an assessment of compliance with the Subsidy Control Act 2022.</p> <p>It is anticipated that the difference between the market value of the Licence and the Fee to be paid by the Licensee will be treated as Minimal Financial Assistance (under the Subsidy Control Act 2022). This would require the Licensee to provide a declaration in the required form before commencement of the Licence.</p>
9.	Rent Reviews	N/A
10.	Permitted Use	Community Hub including business space, coffee shop, tourist information centre, Aire.
11.	Licensor's Works	<p>Prior to Date of Entry of the Licence, the Licensor would carry out the following works to the Property: -</p> <ul style="list-style-type: none"> • Works to keep roof watertight - Refix slipped / missing slates, overhaul the skylight window and repair rainwater goods. • Internal works to remedy non-compliant ground floor layout - Strip out partition wall, make good ceiling, walls, and floor. • Statutory testing - Mechanical ventilation test and minor repairs, Fire detection and Emergency lighting test, Legionella test, Test of immersion hot water and instantaneous heaters

12.	Alienation	Not permitted.
13.	Insurance	The Licensee is responsible for all insurance premiums.
14.	Services	The Licensee is responsible for all utility costs.
15.	VAT	All figures quoted are exclusive of VAT.
16.	Business Rates	In the normal manner, the Licensee will be responsible for all statutory charges levied as a result of their occupation.
17.	Legal Costs	Each party will be responsible for their own legal costs in the formatting of the documentation. In addition, the Licensee will be responsible for any LBTT and registration dues.
18.	Suspensive Conditions	<p>The grant of the Licence is to be subject to :</p> <ul style="list-style-type: none"> (i) Prior formal Scottish Enterprise approval; (ii) Prior formal Flamingo Land Limited approval to the grant of the Licence; (iii) the Tenant first obtaining all necessary planning and other Planning or other Statutory Consents , including for any change in use
19.	Guarantors/Rent Deposits	N/A
20.	Licensor's Solicitors	TBC
21.	Licensee's Solicitors	TBC
22.	No Contract	These terms are not intended to form part of a legally binding contract and the correspondence of which it is part is expressly subject to completion of a formal legal agreement in accordance with Scots law.

