# South Ayrshire Council

**COMMON GOOD CONSULTATION**

Notice of Consultation under Section 104 of the Community Empowerment (Scotland) Act 2015 and Section 27 (2A) of the Town and County Planning (Scotland) Act 1959.

**Reason for Site Notice Being Displayed:** Consultation on proposed lease of changing pavilion and adjacent land (Asset reference L405).

**Proposed Lease of Changing Pavilion and Adjacent Land at: -** Victory Park, Girvan, KA26 9DH

Notice is hereby given of a **PUBLIC CONSULTATION**

In terms of Section 104 of the Community Empowerment (Scotland) Act 2015 local authorities are required to consult with the local community when planning to dispose of common good property, or change its use. In terms of Section 27 (2A) of the Town and County Planning (Scotland) Act 1959 local authorities are required to publish a notice of a proposed disposal of any land which consists, or forms part, of a common or of an open space and consider any objections made to them.

South Ayrshire Council is proposing to enter into a new 20 year lease to Girvan Youth Football Club for the changing pavilion and adjacent land at Victory Park in Girvan to allow the club to refurbish and extend the pavilion for users of the playing fields in Victory Park.

The area that would be covered by the lease is shown outlined in red in the plan below. The hatched areas indicate a right of access. At the end of the lease the pavilion and land would revert to the Council.

The lease would include the following terms: -

* Victory Park Pavilion and the adjacent ground would be leased to Girvan Youth Football Club for a period of 20 years.
* The rental will be £100 per annum payable annually in advance with upwards only rent reviews in line with the market value at 5 yearly intervals.
* The tenant will be responsible for ensuring that the premises are suitable for its intended use and accepts them in their present condition.
* The tenant will be responsible for any costs associated with its occupation of the subjects including any non-domestic rates (Rates are not currently charged in relation to this property) and the cost of any utilities etc.
* The tenant will be responsible for any maintenance and repairs (Full Repairing and Insuring terms) and will ensure that the premises are kept clean and tidy at all times to the reasonable satisfaction of South Ayrshire Council.
* At the end of the lease the tenant may be obliged to remove any fittings and fixtures and if asked to do so return the premises to the condition noted at the start of the lease.
* The tenant will not be permitted to sub-let or assign their interest in whole or in part to a third party.  Permitting other clubs and organisations to use the facility will not be considered to be sub-letting.
* At its’ discretion, when the pavilion is not being used by the tenant, it will be made available for use by other local organisations, at a cost that is no more than the Council would charge for use of similar facilities and the tenant will make available to the Council details of any requests to use the facility and bookings by other organisations.
* The pavilion will be used as a changing pavilion and toilets associated with the adjacent playing fields within the park and for no other purpose.
* The tenant is obliged to obtain any consents, statutory or otherwise, that may be required in relation to its proposed use of these premises.
* The tenant will agree to indemnify the Council from any claims arising from its’ use of this building.
* The tenant will be liable for the cost of putting in place building insurance for this part of the property. The insurance will be arranged for by the Council and recharged to the tenant.  The tenant will be obliged to put in place its own building insurance for any extension to the pavilion.  The tenant will obtain public and occupier’s liability for all parts of the subjects let.
* The tenant must obtain written consent from the landlord before making any structural alterations to the premises.
* All other terms and conditions will be the subject of negotiation between the respective parties’ solicitors.

**Description of Consultation process:**

The Council invites responses to this consultation to be made online or in writing or by email by
**noon on Friday 3 December 2021**. Thereafter, the Council will consider the responses received, and publish on its website the Council’s response within eight weeks. Please note that all responses to the consultation will be published alongside the decision. If the Council’s decision is to proceed with the proposed lease, and the lease is deemed to be a disposal, a petition will be lodged in the Sheriff Court at Ayr, seeking the court’s authority for the disposal. Notification of the lodging of any such petition would be published in local newspapers and intimated to community councils in North and South Carrick including the date when the case would call in court. Any groups or individuals who wish to oppose the petition can attend court on that date to have their opposition noted. A further date, for an evidential hearing, would be assigned by the court. If the petition is granted, or the lease is not deemed to be a disposal, the Council would then enter into the lease.

You can submit a comments response sheet online or by email to estates@south-ayrshire.gov.uk or in writing to: -

South Ayrshire Council

County Buildings

Wellington Square

Ayr

KA7 1DR

By no later than **noon on Friday 3 December 2021.** Any correspondence should be clearly marked ‘Victory Park lease consultation’.

