

South Ayrshire Council

**Report by Assistant Director - Place
to Leadership Panel
of 15 February 2022**

Subject: Seafield Tennis Courts

1. Purpose

- 1.1 The purpose of this report is to present the Leadership Panel with the proposed Community Asset Transfer of ownership of the asset known as Seafield Tennis Courts to Ayr Lawn Tennis Club (ALTC).

2. Recommendation

2.1 It is recommended that the Panel:

- 2.1.1 approves the asset transfer of ownership of Seafield Tennis Courts, as shown in Appendix 1, under Part 5 of the Community Empowerment (Scotland) Act 2015 to Ayr Lawn Tennis Club SCIO for the sum of £4,500 (Four Thousand, Five Hundred Pounds) Sterling for the reasons detailed in Appendix 2 and subject to the conditions detailed in Appendix 3;**
- 2.1.2 should the asset transfer summarised in 2.1.1 be approved, approve an award of £60,000 (Sixty Thousand Pounds) of funding from the Advancing Community Assets Fund subject to the conditions detailed in Appendices 4 and 7;**
- 2.1.3 notes that, if the applicants wish to proceed with the acquisition, they have a period of 6 months from the date of the decision notice within which to submit to the Council an offer to acquire the property; and**
- 2.1.4 requests the Head of Legal, HR and Regulatory Services to conclude the sale, in accordance with the recommendations of the report, in the event of an offer being received.**

3. Background

- 3.1 Section 82 of the Community Empowerment (Scotland) Act 2015 ('the Act') states that where an asset transfer request is made by a community transfer body (CTB) to the Council, the Council must decide to agree to or refuse the request. Under subsection (5), the Council must agree to the request unless there are reasonable grounds for refusing it.

- 3.2 Ayr Lawn Tennis Club SCIO (ALTC) have requested to purchase the asset known as Seafield Tennis Courts (the 'Asset') as shown in the attached asset location plan outlined in **Appendix 1** through the Community Asset Transfer (CAT) process in accordance with the Act.
- 3.3 ALTC is a Scottish Charitable Incorporated Organisation (SCIO) as required by Section 80 of the Act and an eligible community transfer body as defined in section 77 of the Act and a community-controlled body as defined in section 16 of the Act **[page 154, Appendix 5]**. In terms of their Constitution (clause 72.1) (see **Appendix 5**), on winding up of ALTC, any surplus property or assets are to be transferred to charitable bodies or groups with purposes closely resembling the purposes of ALTC.
- 3.4 ALTC has been a registered charity since 1 February 2019, however the club have existed for over 100 years and have owned their 3 courts on 4 Southpark Road, Ayr, KA7 2TL since 1986.

3.5 The Seafield Tennis Courts are owned by South Ayrshire Council.

4. Proposals

- 4.1 ALTC has submitted a formal community asset transfer request to purchase the asset in accordance with the Act and the application form, business plan and supporting documentation submitted to support the application can be viewed on **pages 5-23 in Appendix 5**. The request was validated by the Council on 8 November 2021.
- 4.2 The Council commissioned a Condition Survey Report **[page 89 of Appendix 5]** in on 15 June 2021. A value of £38,670 **[page 90 of Appendix 5]** of capital remedial works were identified. The most significant remedial work identified is the replacement of the playing surface which is beyond its design life. Other work identified included repairs to damaged fencing and net posts.
- 4.3 An independent valuation of the asset was undertaken on 22 June 2021 by J&E Shepherds Chartered Surveyors and the opinion of the valuer is that the market value of the requested asset is £5,000 (Five Thousand Pounds) **[page 99 of Appendix 5]**. Whilst more than 6 months have elapsed since the valuation, given prevailing planning policy, the small scale of the site, and the relatively low valuation, and the cost of commissioning a 2nd valuation, the Council is of the opinion that there is no need, nor would it represent best use of Council funds, to undertake a 2nd valuation.
- 4.4 ALTC has also requested access rights for the gravel access path to the courts as outlined in **Appendix 1**.
- 4.5 ALTC reasons for making the request and intended use are summarised below and further detail is provided in the request in **pages 5-23 of Appendix 5**.
- 4.5.1 To purchase the asset and replace the life expired playing surface, install an electronic app-based gate management system.
- 4.5.2 In acquiring and developing the facility, it is anticipated that ALTC will deliver the following activities: increased coaching hours delivered by ALTC [available to both public and members]; increased levels of junior

member play; increased membership of ALTC; increased public participation via a more accessible booking system and active promotion (see **pages 69-87 of Appendix 5**); increased tennis provision in connection with South Ayrshire Council Active Schools (see **pages 151-153 of Appendix 5**).

- 4.6 ALTC has outlined how they consider the proposal will promote or improve the following:
- 4.6.1 Regeneration – undertake capital works to bring back into community use an asset which has reached the end of its design life.
 - 4.6.2 Public Health and social wellbeing – the facility will increase capacity and accessibility of tennis facilities to members and the general public thus improving participants health and wellbeing and offering social opportunities for players (see **pages 133 – 153 of Appendix 5**)
- 4.7 ALTC have outlined evidence of community support in **pages 110-129 of Appendix 5**.
- 4.8 In accordance with Regulation 7 of The Asset Transfer Request (Procedure) (Scotland) Regulations 2016 – publication of asset transfer requests, the opportunity was made available to make representation on the application and for the applicant to respond. The public consultation period was undertaken between Wednesday 24 November and Wednesday 22 December. No representations were received.
- 4.9 An assessment of State Aid has been undertaken and any discount on market value or granting of Advancing Community Assets Funding would not constitute State Aid as the proposal and its activities will serve only a distinct, very local market, with minimal possibility of intra-community trade and is unlikely to affect trade between Member States.
- 4.10 The Council's Community Asset Transfer Advisory Group has undertaken a robust evaluation of the request and recommended that the request be granted. The analysis is detailed in **Appendix 6**.
- 4.11 In accordance with best practice the Council undertakes a parallel analysis of possible 'alternative proposals' to the asset transfer. The Community Asset Transfer Advisory Group has undertaken a robust evaluation of alternative proposals and considers that ALTC's proposal is stronger than the alternatives. This assessment is detailed in **Appendix 6 – Annex 2**.
- 4.12 ALTC propose to fund the purchase from their own reserves (**pages 32-33 Appendix 5**) and plan to fund future resurfacing from a sinking fund (**pages 32, 132 of Appendix 5**). Should this not be possible grant funding will be applied for.
- 4.13. ***Application for Capital Grant from Advancing Community Assets Fund***
- 4.13.1 The Advancing Community Assets Fund is a South Ayrshire Council fund to provide financial support to community-controlled bodies that aspire to take on a Council-owned asset (land and property) through ownership, lease or other rights such as rights to manage, occupy or use the asset

for a specified purpose, with the aim of promoting or improving economic development, regeneration, public health, social wellbeing, environmental wellbeing or reducing socio-economic inequalities for people living in South Ayrshire.

- 4.13.2 ALTC are applying for a Advancing Community Assets Fund capital grant. The capital grant. Capital grants are intended for capital works, relevant to the condition of the asset being requested. General conditions of the Advancing Community Assets Fund are included as **Appendix 7**.
- 4.13.3 ALTC have provided quotes to appoint contractors to address the points raised within the Condition Survey mentioned in 3.6 and the installation of an electronic gate access system (**pages 45-81 of Appendix 5**) . These are as follows:
 - 4.13.3.1 Resurface tennis courts and work to kerbing and fencing: £40,938 (Forty Thousand, Nine Hundred and Thirty-eight Pounds) including VAT [**page 19 of Appendix 5**];
 - 4.13.3.2 Smart access gate system: £9,675 (Nine Thousand, Six Hundred and Seventy-five Pounds) including VAT. [**Page 19 of Appendix 5**; and
 - 4.13.3.3 Electrical connection work for the above: £1,146.70 (One Thousand, One Hundred and Forty-six pounds and Seventy Pence) including VAT. [**page 19 of Appendix 5**].
- 4.13.4 ALTC have requested the above sum plus an additional £8,240.28 (Eight Thousand, Two-hundred and Forty Pounds and Twenty-eight Pence) in contingencies (returned if unspent) [**page 19 of Appendix 5**] to give a total of £60,000 funds from the Advancing Community Assets Fund as part of this CAT request.]

5. Legal and Procurement Implications

- 5.1 The recommendations in this report are consistent with legal requirements and if ALTC wish to proceed with the acquisition, they have a period of 6 months from the date of the decision notice within which to submit to the Council an offer to acquire the property.
- 5.2 There are no procurement implications arising from this report.

6. Financial Implications

- 6.1 A disposal will remove the Seafield Tennis Courts from Council responsibility and any associated liability of costs and repairs in the future.
- 6.2 A capital receipt of £4,500 will be received by the Council
- 6.3 The Advancing Community Asset Fund will require to pay £60,000 to ALTC. The Advancing Community Assets Fund has sufficient funds to meet this request.

7. Human Resources Implications

7.1 Not applicable.

8. Risk

8.1 *Risk Implications of Adopting the Recommendations*

8.1.1 There are no risks associated with adopting the recommendations.

8.2 *Risk Implications of Rejecting the Recommendations*

8.2.1 The risks of rejecting the recommendations emerge from the necessary adoption of an alternative proposal. Alternative proposals and the risks associated with each of these are outlined in **Appendix 6 – Annex 2**.

9. Equalities

9.1 The proposals in this report have been assessed through the Equality Impact Assessment Scoping process. There are no significant potential positive or negative equality impacts of agreeing the recommendations and therefore an Equalities Impact Assessment is not required. A copy of the Equalities Scoping Assessment is attached as **Appendix 8**.

10. Sustainable Development Implications

10.1 ***Considering Strategic Environmental Assessment (SEA)*** - This report does not propose or seek approval for a plan, policy, programme or strategy or document otherwise described which could be considered to constitute a plan, programme, policy or strategy.

11. Options Appraisal

11.1 An options appraisal has not been carried out in relation to the subject matter of this report.

12. Link to Council Plan

12.1 The matters referred to in this report contribute to Commitment 6 of the Council Plan: A Better Place to Live/ Enhanced environment through social, cultural and economic activities.

13. Results of Consultation

13.1 Consultation has taken place with Councillor Ian Cochrane, Portfolio Holder for Environment, and Councillor Brian McGinley, Portfolio Holder for Resources and Performance, and the contents of this report reflect any feedback provided.

13.2 In accordance with Regulation 7 of The Asset Transfer Request (Procedure) (Scotland) Regulations 2016 – publication of asset transfer requests, the opportunity was made available to make representation on the application and for the applicant to respond. The public consultation period was undertaken between Wednesday 24 November and Wednesday 22 December and no representations were received.

14. Next Steps for Decision Tracking Purposes

- 14.1 If the recommendations above are approved by Members, the Assistant Director – Place will ensure that all necessary steps are taken to ensure full implementation of the decision within the following timescales, with the completion status reported to the Leadership Panel in the ‘Council and Leadership Panel Decision Log’ at each of its meetings until such time as the decision is fully implemented:

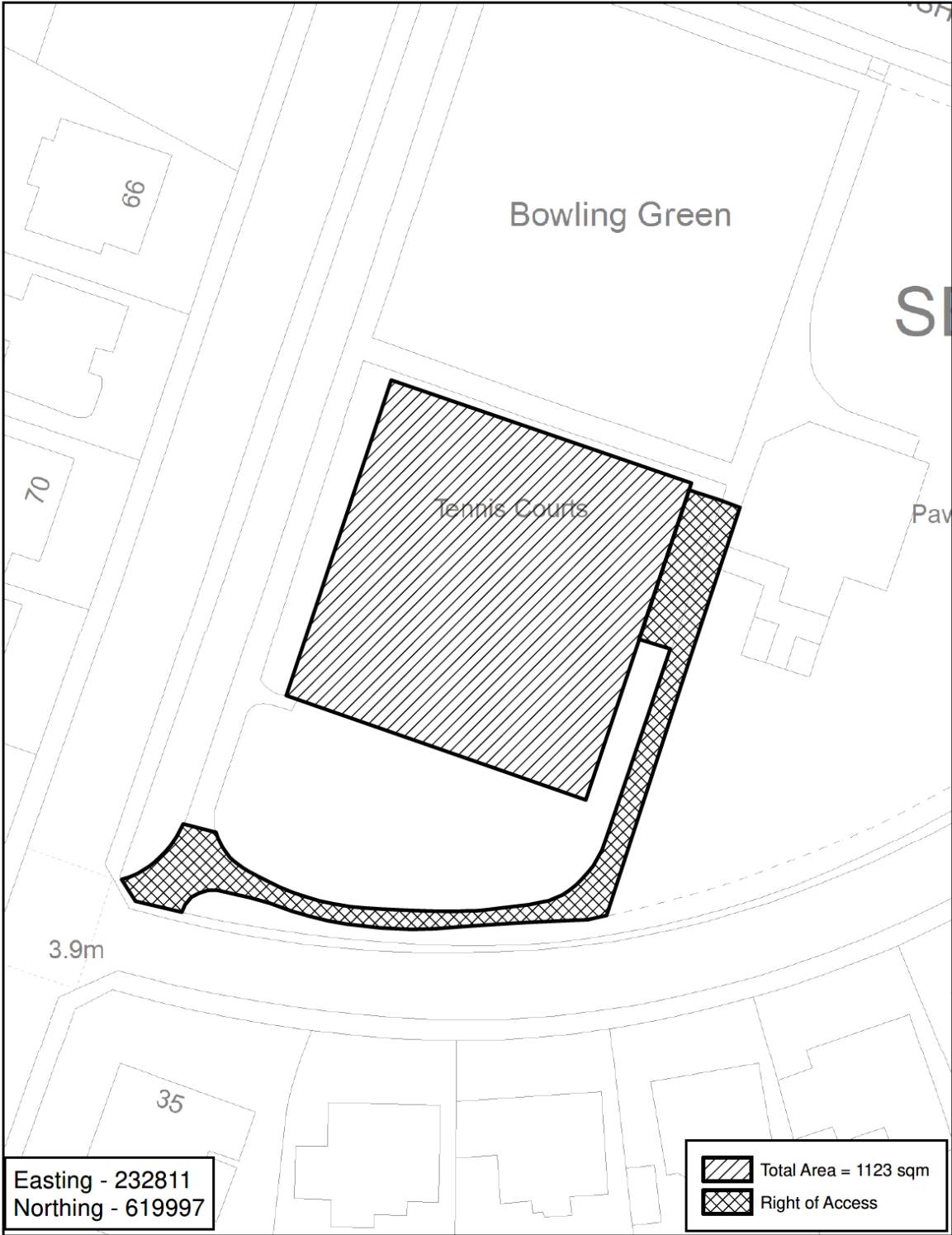
<i>Implementation</i>	<i>Due date</i>	<i>Managed by</i>
Issue Decision notice	28 February 2022	Head of Legal, HR and Regulatory Services
Conclude the sale in the event of an offer being received and in accordance with the recommendations of the report	15 August 2022	Head of Legal, HR and Regulatory Services / Service Lead – Asset Management and Community Asset Transfer

Background Papers **None**

Person to Contact **Tom Burns, Service Lead, Asset Management and Community Asset Transfer**
County Buildings, Wellington Square, Ayr, KA7 1DR
Phone 01292 612 845
E-mail: tom.burns@south-ayrshire.gov.uk

Date: **8 February 2022**

Location Pan



Seafield Tennis Courts, Ayr.

Scale 1:500



This product includes mapping data licenced from Ordnance Survey with the permission of the Controller of Her Majesty's Stationery Office. © Crown copyright and/or database right 2022. All rights reserved. Licence number 100020765.

Summary of reasons for agreeing to request

1. The proposal is likely to promote or improve public health, through the upgrade and greater accessibility of a sports facility; social well-being, through the provision of organised sporting and recreational activity facilities for the local community; and environmental well-being, through the replacement of the current life-expired playing surface. In doing so, the proposal is likely to reduce inequalities of outcome through socio-economic disadvantage by way of the engagement of the Community Transfer Body (“CTB”) with schools in disadvantaged catchment areas.
2. The Council has no current proposals in relation to the site and is not aware of any alternative proposals. The Council has considered the benefits that might arise from alternative proposals-retaining ownership of the asset or selling the asset on the open market- and compared them to the benefits of the CTB’s current proposals. The CTB’s proposals offer a better long-term plan for sustainable management of the asset.
3. The CTB has identified community support for the proposal from local elected representatives, the community council and residents of the properties adjacent to the site. Other local tennis clubs have also indicated their support.
4. The CTB is a robust and viable organisation, with good standards of governance and the capacity to deliver the proposal in terms of its Constitution, Business Plan and projected accounts. It has identified all the relevant costs of the project and appropriate and realistic sources of funding. The CTB has a strong track record of owning and developing assets, having owned 3 existing courts at Southpark Road, Ayr since 1986 and resurfacing and developing these assets over many years, including the development of a new clubhouse.
5. The projected benefits will contribute to the Scottish Government’s National Outcomes on Health and Communities and to the Council’s local outcomes in terms of the Council Plan 2018-2022: “3.1 We will enhance collaborative working to maximise support and ensure all residents have the opportunity to be healthy, supported and safe.”; “5.2a Support local community-controlled organisations to develop thriving places by empowering them to make better use of local community assets.” and “6.1 We will create a greener, healthier South Ayrshire and enhance it for future generations”. Finally, it will contribute to achieving the Council’s local outcomes in its South Ayrshire Physical Activity and Sport Strategy, Strategic Goal 2: “There will be opportunities for everyone, at every life stage, to become involved, and remain involved, in sport and recreation.”.
6. The proposal will not have an adverse impact on the Council’s ability to deliver its functions.
7. There are no obligations or restrictions imposed on the Council by enactment or otherwise, which prevent, restrict or otherwise affect the ability of the Council to agree to the request.
8. There are no reasonable grounds for refusing the request.

CAT Seafield Tennis Courts- Ayr Lawn Tennis Club

Terms and Conditions

1. The sale price shall be FOUR THOUSAND FIVE HUNDRED POUNDS (£4500) STERLING.
2. The subjects shall be used for community use by the Ayr Lawn Tennis Club SCIO (the “Purchaser”), for the advancement of public participation in sport through provision of tennis facilities in Ayr to promote, encourage and facilitate the playing of tennis as outlined in their asset transfer request and accompanying documentation lodged in support of the request. Any change in use will require the prior written consent of the Council which shall not be unreasonably withheld in the case of a proposed use which is consistent with the terms of the asset transfer request and accompanying documentation.
3. The Purchaser agrees to the inclusion of the terms of Condition 2 above as an economic development burden in the title granted to the Purchaser.
4. If the proposed project has not been completed and in beneficial use within 2 years of the date of completion of the sale to the Purchaser, the Council will have the option (but no obligation) to buy back the property at the original price of FOUR THOUSAND FIVE HUNDRED POUNDS (£4500) STERLING.
5. In the event that the Purchaser wishes to sell, alienate or dispose of the subjects or any part or parts of them, there is reserved to the Council a right of pre-emption at the original price of FOUR THOUSAND FIVE HUNDRED POUNDS (£4500) STERLING.

ACAF Seafield Tennis Courts- Ayr Lawn Tennis Club

Terms and Conditions of Grant

If there is any difference between the Advancing Community Assets Fund ('ACAF') Conditions for Capital Grants and the following conditions of grant, the following conditions of grant shall apply.

1. The grant shall be essentially conditional on:
 - a. the transfer of the subjects to the Grantee;
 - b. the requisite consents, statutory or otherwise, required to carry out the project, being in place; and
 - c. the signing of a grant agreement between the Council and the Grantee.

2. The subjects shall be used for community use by the Ayr Lawn Tennis Club SCIO (the "Grantee"), for the advancement of public participation in sport through provision of tennis facilities in Ayr to promote, encourage and facilitate the playing of tennis as outlined in their application for ACAF grant and accompanying documentation lodged in support of the request. Any change in use will require the prior written consent of the Council which shall not be unreasonably withheld in the case of a proposed use which is consistent with the terms of the application for ACAF grant and accompanying documentation.

3. The Grantee shall make the tennis courts available for public booking at least 7 days in advance for a minimum of 14 hours per week (at least 4 hours of which will be at weekends) during daylight hours throughout the months of April to September (both months inclusive). The level of fees to be charged for use of the tennis courts by the public will be £10 per hour per court initially, to be reviewed annually and agreed with the Council at a rate comparable to Council and other public provision, having regard to the long-term sustainability of the asset.

4. The Grantee shall ensure that the access arrangements detailed in Condition 3 above are publicised on its website on a permanent basis, through its social media channels at least once a year and by posters or leaflets displayed in the locality of the tennis courts. The Grantee shall also co-operate with the Council to provide appropriate information as requested to enable the Council to publicise the access arrangements through its channels including newsletters, websites and social media.

5. The hours available for public booking may also be booked by members of the tennis club and publicly available organised coaching/training activity will count towards these hours. The hours available for public booking may be waived with the prior consent of the Council (not to be unreasonably withheld) if the Grantee wishes to organise a tournament, festival or special event.

6. The Grantee shall submit a report to the Council annually detailing the public access arrangements for the courts, the publicity given to the said access arrangements, the proposed fees for the following year and the number of members of the public using the courts during the period of the report. The use of the courts by the public and the fees structure will be reviewed annually at a meeting to be called by either party

7. Each of the following events shall be a claw-back event ('Claw-back Event'):
 - a. Failure to complete the project within the agreed timescales;

- b. Provision of fraudulent, inaccurate or misleading information in connection with the grant application or any subsequent information provided to the Council in connection with the project;
- c. Failure to comply with conditions 2 or 3 above;
- d. The sale or disposal of the subjects to any party other than the Council;
- e. The grant of planning permission for the subjects for a change of use; and
- f. The Grantee no longer being in operation or being placed into receivership or liquidation.

8. The Grantee shall repay the grant in full immediately on the occurrence of the Claw-back Events detailed in conditions 7a) or 7 b) or either of them at any time.

9. The Grantee shall repay immediately on the occurrence of the Claw-Back Events detailed in conditions 7c), 7d), 7e) or 7f) or any of them:

1. The grant in full, where the Claw-Back Event takes place on or before the 5th anniversary of the commencement date as stated in the grant agreement; and

2. 50% of the grant, where the Claw-Back Event takes place between the 5th and 10th anniversary of the commencement date as stated in the grant agreement;

10. The Grantee agrees to the inclusion of the terms of Conditions 2, 3, 7, 8 and 9 above as economic development burdens in the Grantee's title.

Appendix 5

COMMUNITY ASSET TRANSFER REQUEST
MEMBERS PACK FOR LEADERSHIP PANEL
Seafield Tennis Courts

**Relating to report by Assistant Director, Place, to
South Ayrshire Council 15th February 2022**

Table of Contents

1 Title page	1
2 CAT application and Community Benefit Statement	3
ALTC CAT Application	4
ALTC Statement of community benefit and widening access	23
3 Financial Information	25
ALTC Business Plan	26
Accounts to December 2020	33
ALTC Funding Note November 2021	32
4 Capital Grant Costs and Estimates	44
ALTC summary of quotes	45
ALTC Doe sports quote	46
ALTC sportex quote	63
ALTC doe sports and CIA note	66
ALTC access gate premium CIA	68
ALTC access gate lite CIA	74
ALTC power supply estimate	80
ALTC West D. gate access example	81
ALTC suggested promotion approaches	85
5 Reports, Valuation	88
Condition Report	
Seafield Tennis Condition Report CS000600	88
Survey Jun 21, Seafield Tennis Courts, Auchentrae Crescent, Ayr (Com)	93
6 Community Support	110
ALTC Allan Dorrans MP	111
ALTC Cllr Dowey letter of support	113
ALTC letter of support Cllr McCabe	116
ALTC letter of support Seafield Bowling Club	118
ALTC Tennis Scotland letter of support	119
Fort Seafield and Wallacetown Community Council letter of support	120
ALTC Immediate residents support	121
Emails from South Ayrshire Tennis Clubs	123
7 Combined Additional Information November 2021	130
Combined Additional Information November 2021	130
Additional Information 1 Additional Information to Stage 2 CAT Application	131
Additional Informaiton 2 Evidence of Previous Community Engagement by ALTC	134
Additional Information 3 Active Schools Agreement	139
Additional Information 4 Coach profile qualifications volunteers	148
Additional Information 5 ALTC and SAC Thriving Communities Active Communities Meeting note 20.11.2021	150
Additional Information 5 SAC Sport and Physical Activity Strategy and future working together	152
8 ALTC Constitution	153
9 ALTC Map and Photograph of Site	177

CAT application and community benefit statement

- 1. ALTC stage 2 application**
- 2. Statement of widening access**

Stage 2

Community Asset Transfer (CAT) request

IMPORTANT NOTES:

This form must be used by a community controlled body wishing to formally request transfer of a Council-owned asset from South Ayrshire Council under Part 5 of the Community Empowerment (Scotland) Act 2015.

Before and during completion of this application you must refer to the [asset transfer guidance for Community Transfer Bodies provided under the Community Empowerment \(Scotland\) Act 2015](#). Throughout sections of the application, where applicable, relevant guidance page numbers have been provided to assist.

Council officers may require a number of follow-up meetings to discuss the proposal. This is with the aim of better understanding your proposal or to clarify information that has been submitted.

The sections in the form below are designed to inform the Council about the governance of your organisations, your detailed plans for the asset, support from the local community and other interested parties, financial plans and risk management. Information contained within the application form and any supporting documentation submitted will be shared with those involved within the decision-making process and data protection and commercial confidentiality arrangements will apply on such occasions.

If you are applying for a capital grant within your application then please read the Advancing Community Assets Fund guidance before making your request.

We also provide additional information on our website www.south-ayrshire.gov.uk/community-asset-transfer.

For assistance in completing this form or if you have any questions regarding a Community Asset Transfer and development grant, please contact:

Sarah Baird, Community Asset Transfer Team Leader
South Ayrshire Council
E-mail: cat@south-ayrshire.gov.uk Telephone: 01292 613072

**THIS IS AN ASSET TRANSFER REQUEST MADE UNDER PART 5 OF THE
COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015**

SECTION 1: ORGANISATION INFORMATION

Please provide details of the Organisation making the request	
1.1 Name of Organisation (Community controlled body):	Ayr Lawn Tennis Club
1.2 Address of Organisation (this should be the registered address, if you have one):	4 Southpark Road, Ayr, KA7 2TL
1.3 Contact Name:	Michael Whiteford
1.4 Position in Organisation:	Chairperson/Trustee (Seafield Project Team Leader)
1.5 Correspondence address:	[REDACTED]
1.6 Postcode:	[REDACTED]
1.7 Telephone Number:	[REDACTED]
1.8 Email address: Do you agree that correspondence in relation to this asset transfer request may be sent by email to the email address given above?	YES [REDACTED] <i>You can ask South Ayrshire Council to stop send correspondence by e-mail, or change the e-mail address, telling us at any time, by giving 5 working days' notice.</i>
1.9 Website address (if applicable):	https://clubspark.lta.org.uk/ayrlawntennisclub

1.10 Social media links e.g. Facebook, Twitter	https://clubspark.lta.org.uk/ayrlawntennisclub	
1.11 Please indicate what type of Organisation you are, along with the official number (if applicable): (see pages 11-15 of guidance)	Company Limited by Guarantee and its company number is:	
	Scottish Charitable Incorporated Organisation (SCIO) and its charity number	Scottish Charitable Incorporated Organisation SCO049014 Constitution submitted
	Community Benefit Society (BenCom) and its registered number is:	
	Voluntary or Unincorporated Organisation (no number)	
	Other: Please specify:	
1.12 Please indicate what type of Community controlled body you are (see pages 11-15 of guidance) Please tick only <u>one</u>		
Community Controlled Body (see pages 11-14 of guidance)		
Your Organisation is individually designated as a community controlled body by Scottish Ministers (see page 14-15 of guidance) <i>If yes, please give the title and date of the designation order:</i>		
Your Organisation falls within a class of bodies which has been designated as community transfer bodies by Scottish Ministers (See pages 14-15 of guidance). <i>If yes, what class of bodies does it fall within?</i>		

Please include a copy of the Organisation's constitution, articles of association or registered rules with your application submission

SECTION 2: ASSET INFORMATION

2.1 Provide the name (if it has one), address and postcode of the asset:

Seafield Tennis Courts, Arrol Drive, Ayr, KA7 4AZ
(Plot or area of ground at Arrol Drive, Ayr extending to 0.12 hectares or thereby outlined in red on attached plan together with a right of access thereto/therefrom by existing paths and gates. Part of land extending to 1.175 acres in Notice of Title in favour of South Ayrshire Council recorded GRS (Ayr) 2nd December 1999
South Ayrshire Council

2.2 Provide the name of the landlord or owner of the asset:

2.3 Is the asset for a building or land or both?

Land

2.4 Provide the UPRN (Unique Property Reference Number) if known (this will be given in the Council's register of land)

Unique Property Reference Number? L47

2.5 Map Reference /Boundary Plan

Map attached.

Provide a map or boundary plan – this could be a google street view with the land and/or property you wish to enquire about indicated. This is to ensure all parties are clear on the nature of the request.

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

Not aware of any existing restrictions. Agreeable to condition that the land will only be used as tennis courts and the public will have access.

Restrictions might include, amongst others, environmental designations such as a Site of Special Scientific Interest (SSSI), heritage designations such as listed building status, controls on contaminated land or planning restrictions.

SECTION 3: TYPE OF REQUEST, PAYMENT AND CONDITIONS

3.1 Please indicate what type of request is being made (see pages 30-31 of [guidance](#)):

For ownership (under section 79(2)(a)) go to section 3.2A below
For lease (under section 79(2)(b)(i)) go to section 3.2B below
For other rights (under section 79(2)(b)(ii)) go to section 3.2C below

3.2A – Request for ownership

What price are you prepared to pay for the land and/or building requested (see parts 11 & 12 of [guidance](#))

Proposed price: £4,500

Proposed Condition :

The land will be used at all times as tennis courts and the public will have access.

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

Have you sought an independent financial assessment of the value for the land/property?

No independent value of the land was sought as any value would be restricted if only used as tennis courts.

If so, please identify the source and the estimated value

3.2B – 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 what period this would cover, for example per week, per month, per year (see parts 11 & 12 of [guidance](#))

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

with the application submission.

3.2C – Request for other rights: Yes. Only other rights requested are a right of access to and from the existing paths and gates owned by South Ayrshire Council.
What are the rights you are requesting?

Do you propose to make any payment for these rights?

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

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

Proposed price: £0.00

It is not proposed to make any payment for this right as it would be included in the price paid and in the Title of the land if the transfer request is granted.

SECTION 4: COMMUNITY PROPOSAL

4.1 Detail the reasons for making this asset transfer request and how the land and/or building will be used (see pages 30-33 of [guidance](#))

This section should include:

- Describe the vision, aims and objectives of your proposal to take on the asset
- Why there is a need for the particular asset requested and why this specific building or land being requested is necessary or particularly suitable for your proposal
- Please set out how the land or building will be used and what activities (in general terms) will take place there
- Detail any development or changes you plan to make to the land or building
- Any other information you consider relevant

The vision, aims and objectives of the proposal to take over the two tennis courts would be to increase public participation in sport through the provision of attractive upgraded tennis facilities to promote, encourage and facilitate the playing of tennis for the community of Ayr. The proposal is in line with Government and Lawn Tennis Association initiatives to upgrade public tennis courts for local communities.

The aim is to allow Ayr Lawn Tennis Club to expand from their existing 3 courts at nearby Southpark Road to 5 courts and to increase the number of people playing tennis particularly juniors. The 2 extra courts would allow the club to expand its activities such as coaching, fielding more teams in the Tennis Ayrshire Leagues and Active Schools Programmes. The land will only be used for the playing of tennis consisting of general play by the public and members of the club, matches with other clubs and coaching sessions.

Ayr Lawn Tennis Club has been established for over 100 years and became a SCIO on 1st February 2019. It is fully affiliated to and accredited by Tennis Ayrshire, Tennis Scotland and the Lawn Tennis Association. The club had 3 artificial grass courts (which have just been upgraded to artificial clay) and floodlights at 4 Southpark Road, Ayr where there is an active senior and junior membership totalling 237. The artificial clay courts recommended by Tennis Scotland and the Lawn Tennis Association are the only facility of this type in Ayrshire. The club has a Coach who along with assistants and volunteers provides coaching for members and non-members, runs tennis camps during school holidays and indoor mini tennis classes in Belmont Academy in the winter. The coach, assistants and volunteers are all approved under the PVG scheme with Disclosure Scotland.

The coaching sessions for minis, juniors and adult beginners have proved popular and the club wish to build on this and increase participation. School links are an important part of the club's work in the community and the coach has run after school sessions for Kincaidston, Alloway, Holmston, Doonfoot, Ayr Grammar and St. John's Primary Schools. With extra courts the schools programme could be increased. The Club also holds Open Days which are advertised to encourage the public to come along to the club to see the facilities and try tennis with equipment provided. The club operates 4 Gents Teams and 3 Ladies Teams in the Tennis Ayrshire Senior Leagues. However these matches take up court capacity and the 2 extra courts at Seafield would allow more members and the public to have use of the courts for general play.

Since 1996 the club has managed and operated the 2 courts at Seafield. This has provided benefits to the community providing tennis facilities for the general public without any costs being incurred by the Council. Indeed in the past the club paid over £1,200 in essential repairs to keep the courts playable. The Club has a good relationship with the adjoining Seafield Bowling Club which appreciates the club's stewardship and commitment. Unfortunately, the court surface at Seafield has now deteriorated to a stage where it is unplayable and unsafe and needs investment to upgrade the surface. The club has obtained quotes from specialist contractors in tennis court surfaces to replace the 2 courts surface, upgrade the kerbing and fencing and install a smart access gate system. If the club obtained the funds for the work required the courts would be considerably improved and would attract more people to use the facility particularly with an easy to use online booking system.

The club wants to increase pay and play opportunities for the general public by a Smart Access online gate entry system which can monitor the usage of the courts that is favoured and approved by both Tennis Scotland and the Lawn Tennis Association. The club will be able to monitor the usage of the courts and the key objectives of the proposal through the data produced by the smart access gate system linked to the ClubSpark booking system. The club has obtained a detailed quote to install the smart access gate system. It would also involve the cost of an electrician providing a switched fused spur mounted within an enclosed box at the gate entrance. Agreement has been reached with Seafield Bowling Club to take an electrical connection from there clubhouse to the access gate with a separate meter for the tennis club. The club is restricted at present by only having 3 courts and wish to expand their activities by owning the 2 additional courts at Seafield, obtaining funds to upgrade them and then manage and operate them for the benefit of the community. Given the club's experience, expertise, knowledge of tennis and long successful record of managing a tennis club, they feel that they are in a better position than South Ayrshire Council to operate the asset for the benefit of the community. All money generated by the Club

is used for the members and non-members attending coaching, holiday camps and school sessions and will be used to support Seafield tennis courts for the benefit of the community.

4.2 Set out the benefits that you consider will arise if the asset transfer request is approved (see pages 30-33,41-44 of [guidance](#))

This section should include:

- Describe the current use of the asset and detail the benefits that your proposal will bring that you consider will replace the benefits of its existing use
- How the project will benefit your community, and others including how it will promote or improve economic development, regeneration, public health, social wellbeing or environmental wellbeing and reduce inequalities
- Describe how your organisation intend to evidence the benefits arising from the proposal
- Any other information you consider relevant

The current use of the land is 2 tennis courts which have deteriorated over the years to such an extent that they are unplayable and unsafe with the surface breaking up and are in need of immediate resurfacing. The condition of the courts has led to a decline in usage.

The proposal by the club to acquire the courts and replace the surface with an attractive playing facility will lead to an increase in use of the courts and increase in public participation. It will enable the club to increase its coaching and schools programmes, encourage more people to take up tennis and provide an attractive modern user friendly facility for the community. The improved facility would be an attractive asset for the community and develop the growth of tennis participation. At a time when people are being encouraged to become more active it would promote public health and social well being and also improve the environment with an attractive modern facility. A separate paper is produced detailing Community benefits, widening access and reducing inequality.

The Club has a long standing interest to ensure that the facility is well maintained and managed to increase participation in tennis. A Community Asset Transfer would give the club security to apply for funding opportunities for future court upgrades and also increase availability and the hours of play by considering installing floodlights subject to planning permission. The club would monitor the usage and participation at Seafield by use of the Smart Access online gate entry system and will regularly assess the benefits enjoyed by having the extra courts.

4.3 What negative consequences (if any) may occur if your request is agreed to and how would you propose to minimise these (see page 33 & 45 of [guidance](#))

This section should include:

- Detail any potential negative consequences identified for the local economy, environment, or any group of people and explain how you will reduce or remove these
- Any other information you consider relevant

The club does not envisage any negative consequences occurring if the request is agreed. The club has managed the facility since 1996 without any complaints from the adjoining bowling club or neighbouring residents. The club is aware of its responsibility to ensure that there is no rowdy or boisterous behaviour to prevent any nuisance to the bowling club or neighbouring residents. If there was any incident or complaint, they would wish the bowling club and neighbours to bring this to the club's attention for any necessary action. A number of club members live in the vicinity and will be able to monitor and report any incidents. If the request for CAT is not agreed there will be negative consequences as the courts will deteriorate even further resulting in the loss of a public facility and possible vandalism leading to complaints from local residents, the Community Council and the adjoining bowling club.

4.4 Describe how your organisation will be able to manage the asset and achieve your objectives (see pages 32-33 of guidance)

This section should include:

- Provide detail of the structure of your organisation
- Evidence the strength of leadership, skills, experience and capacity to deliver of your Board and staff of your organisation to maximise the prospects of the asset. If the skills are not currently in place, describe how you intend to address this
- Detail the business fit between the core objectives of your organisation and the proposed use of the asset
- Describe how you operate your organisation including how often meetings are held, how you communicate with members and stakeholders etc.
- Evidence of track record of previous project delivery
- Whether you intend to use professional advisers, etc.
- Any other information you consider relevant

The Club which is a SCIO has 9 Trustees who are all on the Management Committee which consists in total of 10 members of the club. The Management Committee consists of a Chairperson, Secretary, Treasurer, Junior Convenor, Grounds Convenor, Child Protection and Welfare Officer, and 4 other members. Trustees and Committee members are elected annually at the AGM or co-opted if necessary. There has never been a problem recruiting members to serve and the club is always looking to refresh the Committee with younger members to reflect the membership. Committee members then progress to Trustees. The Committee has a broad range of skills, expertise and experience consisting of among others a retired accountant, a retired solicitor, retired loss assessor, university lecturer, child psychologist and retired teacher. The club has a part-time groundsman and cleaner, club coach and a pool of volunteers to assist in coaching and ground maintenance duties.

Committee meetings are regularly held every month and more often if necessary and detailed Minutes are kept. Communication with members consists of regular emails, monthly newsletters and information on the club website and Facebook page.

The Club has considerable experience over the years of successful projects and managing an asset. The club owns its grounds at 4 Southpark Road, Ayr where there are 3 all weather artificial clay courts with floodlights on 2 courts. Over the years the club was able to purchase the grounds in 1986 having previously leased, build a new clubhouse, replace the red blaes courts with artificial grass and recently with artificial clay, install floodlights on 2 courts, replace all perimeter fencing, install new entrance gate and repoint and repair perimeter walls. There has been an ongoing programme of development and improvement.

The Club is confident it will be able to manage the project and objectives. It has an excellent track record over very many years of managing the club in a prudent and financially viable way. It has developed plans, procedures and policies which led to the club being awarded Tennis Mark status by the Lawn Tennis Association and its Safeguarding procedures have been audited and approved by Tennis Scotland.

SECTION 5: SUPPORT

5.1 Provide evidence of how you know that your proposals are supported by and meet the needs of the wider community and South Ayrshire. You should describe the level and nature of support for the asset transfer request from your community and, if relevant, from others (see page 33-34 of [guidance](#))

This section should include:

- Evidence from a range of activities undertaken to engage with your community, such as public meetings, community surveys, community action planning or charrette etc
- Detail evidence of any support from local Councillors, Community Council, other community leaders and other relevant parties
- You are encouraged to include information on the total number of people in the community and how many of them are members of the organisation to provide context for the level of support.
- You may also wish to include other support you are receiving for example from another local community or organisations or national organisations.
- Details of any identified concerns or objections within your community in relation to the proposal that you are aware of and what steps have been taken to address and overcome these.
- Any other information you consider relevant

Provide copies of the evidence of support with your application

The club has had the experience of managing the asset since 1996 and is aware of the level of support and court usage. The Club has consulted local residents overlooking the courts, Seafield Bowling Club, Councillors Derek McCabe and Martin Dowey, Fort Seafield and Wallacetown Community Council, Allan Dorans MP for Ayr, Carrick and Cumnock and also Tennis Scotland and has the support of these individuals and bodies. Letters/emails of support are attached. The Club is not aware of any identified concerns or objections within the community to the proposal.

5.2 Provide details of any current or proposed partnership working arrangements with other organisations in developing and/or delivering your proposal

This section should include:

- Detail at what stage the partnership is
- Who are the partners
- Are there written agreements in place, if so please provide a copy with the application
- Any other information you consider relevant

The club has no current or proposed partnership working arrangements with any other organisation in this proposal.

SECTION 6 : FINANCIAL INFORMATION

6.1 Please outline how you propose to fund the price or rent you are prepared to pay for the land and/or building, and your proposed use of the asset (see page 33 of [guidance](#))

This section should include:

- Your calculations of the costs associated with the transfer of the land or building and your future use of it, including any redevelopment, on-going maintenance and the costs of your activities.
- Provide an explanation how you have established the cost e.g. estimates, quotes etc.
- All proposed income and investment should be detailed, including volunteer hours and donations/fundraising activities.
- Are the sources of income sustainable, i.e. likely to persist over the next few years, or are short-term, or will there be a need for subsidy from another source for example public funds?
- 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. Please indicate whether grant fund applications have been secured or are currently pending and the related dates.
- If your organisation has ever been investigated on the basis of poor financial management or failure to demonstrate good organisational governance please provide details.
- Any other information you consider relevant

The funds to purchase the land and the ongoing costs of maintaining the courts will be met from the club's own resources. The cost of resurfacing the courts, ancillary work to kerbing and fencing and installing a Smart Access online gate entry system will be the subject of a Capital Grant request to the Advancing Community Assets Funds as detailed in Section 7. The costs such as professional fees, ongoing development, maintenance, insurance and running costs of the facility at Seafield will be funded by the club from its own income from members subscriptions, coaching fees and revenue from the public and non-members by way of court hire charges at Seafield and visitors fees at Southpark Road.

The Club accounts show that every year a profit has been generated not only to operate the club but also to invest in a sinking fund for future developments. The facility at Seafield will be an integral part of the whole structure of Ayr Lawn Tennis Club. It is not envisaged that Seafield initially as a stand alone facility will generate a sustainable source of income but will be subsidised and supported by the financial strength of the club's own resources. It is anticipated that a new attractive facility will progressively increase income over the years due to increased usage. The benefit of having 2 extra courts will also encourage more people to become members of the club with a rise in subscription income.

The club has never been investigated on the basis of poor financial management or failure to demonstrate good organisational governance. The club is confident that if this request is granted it will not affect the club's ability to successfully manage both facilities at Seafield and Southpark Road with a sinking fund being set aside each year for both. By having the security of owning the asset at Seafield it will help the club attract funding opportunities in the future to maintain and develop the asset. Accounts from 1st February 2019 to 31st December 2019 and from 1st January to 31st December 2020 are submitted..

Please provide a copy of your most recent account/income and expenditure with your application submission

6.2 ONLY for organisations formed within the last twelve months unable to submit accounts: N/A	
6.2a When was the organisation formed?	N/A
6.2b What is your projected annual income for 2020/2021?	N/A
6.2c What is your projected annual expenditure for 2020/2021?	N/A
6.3 Does the organisation hold a bank account? If so please provide full details (name of bank, address, sort code, account number etc.)	
Bank name:	[REDACTED]
Bank address:	
Sort code:	
Account number:	

6.4 Is your organisation currently in receipt of funding from <u>any</u> public body, South Ayrshire Council, The National Lottery funding or similar organisations? If so, please list these here with the amounts awarded and dates (last three calendar years only)		
<i>Funder</i>	<i>Amount of award</i>	<i>Period of award</i>
<i>The club is not in receipt of any regular funding from any public body or South Ayrshire Council. The club does not have any outstanding obligations or loans.</i>		

6.5 How do you plan to finance any development or refurbishment costs, on-going repairs, caretaking, cleaning, maintenance, insurance, rates and other running costs?

This section should include:

- Details on any works you plan to undertake post-acquisition and information on your plan for sustaining the asset
- Detail your plans for mitigation if negative issues arise concerning cash-flow, liquidity or financial capacity issues that may impact on delivery of the proposal.
- How you intend to continue to operate should any income related to the proposal not be generated as planned.
- What your plans for the proposed asset would be should your organisation incur operational difficulties or ceases trading.
- Any other information you consider relevant

As explained in Section 6.1 the development costs of resurfacing the courts, ancillary work to the kerbing and fencing and installing the Smart Access online gate entry system is dependent on the outcome of the Capital Grant request to the Advancing Community Assets Fund as detailed in Section 7. It is not envisaged that if the development proceeds the new hard court all weather surface proposed will require much maintenance at all. The only ongoing costs will be the maintenance of the gate entry system, insurance and possible repairs to the perimeter fencing, nets and net posts.

The ongoing costs will be supported and met from the club's own resources and it is not envisaged that there will be any negative issues arising from cash flow or liquidity. The club will continue to operate even if the income generated by the proposal is not as planned.

6.6 Please provide details of contingency plans that you have in place.

This section should include :

- Detail your plans for mitigation if negative issues arise concerning cash-flow, liquidity or financial capacity issues that may impact on delivery of the proposal.
- How you intend to continue to operate should any income related to the proposal not be generated as planned.
- What your plans for the proposed asset would be should your organisation incur operational difficulties or ceases trading.
- Any other information you consider relevant

The Club will continue to operate even if the income generated by the proposal is not as planned. There is a benefit to the club by having the 2 extra courts and at the same time providing a facility for the community to enjoy. The continued existence of the club is not dependent on the income generated from the Seafield project. Seafield will be supported by the financial strength of the club which will set up a sinking fund for the renewal of the court surface in say 15 years' time and also to cover if required the renewal of the perimeter fencing.

SECTION 7: ADVANCING COMMUNITY ASSETS FUND – CAPITAL GRANT REQUEST

APPLICANTS MAY APPLY TO THE ADVANCING COMMUNITY ASSETS FUND FOR CAPITAL WORKS, RELEVANT TO THE CONDITION OF THE ASSET BEING REQUESTED ONLY

7.1 Do you wish to apply for a capital grant?	Y
--	---

7.2 How much capital grant are you applying for?	£60,000.00
---	-------------------

Item <i>Provide a <u>detailed</u> cost breakdown itemising expected expenditure that you require the development grant for:</i>	Cost (£) <i>Please advise if each cost is inclusive or exclusive of VAT</i>	Have estimates/quotes been sought? <i>If yes please submit copies with the application</i>
1. Resurface tennis courts and work to kerbing and fencing	£40,938 including VAT	Y Quotes from Doe Sports and Sportex (formerly Ecosse Sports)
		Y/N
2. Smart Access Gate System (cost £8,892 incl. VAT)	£9,675.00 incl.VAT (incl.preparation work)	Y Quote from CIA Fire and Security
		Y/N
		Y/N
3. Electrical connection work	£1,146.72 incl. VAT	Y Quote from David Brennan Electricians
4. Contingencies ***	£8,240.28	Y/N
	Total: £60,000	

Please provide a copy of your business case/plan with your application submission

Business plan submitted.

**** Contingencies. If the request for funding from the Advancing Community Assets Fund is successful the club is fully aware that it requires to account to SAC for all sums spent and will submit all receipts. They would also refund SAC for funds unspent which were not required. However it would be prudent to have a buffer for contingencies that may arise in the course of the work.

Summary of Quotes is submitted. Previous quotes were obtained from Doe Sports, Ecosse Sports and Malcolm Construction for the court resurfacing .Previous quotes were obtained from CIA Fire and Security Limited and Alternative Systems Protection for the smart access gate system. Note that CIA is the only company to have developed in conjunction with the Lawn Tennis Association the Smart Access integrated online gate system which is linked to the LTA ClubSpark booking system.

SECTION 8: RISK/SOCIAL IMPACT

8.1 Please outline whether any other organisation/business in your area will be affected by your proposals and what barriers or challenges to your project succeeding you have identified.

This section should include:

- Detail your plans for mitigation if negative issues arise concerning cash-flow, liquidity or financial capacity issues that may impact on delivery of the proposal.
- Any other information you consider relevant

The club does not foresee any other organisation or business in the area being affected by the proposal. The adjoining Seafield Bowling Club are supporting the proposal. The only barrier and challenge for the project succeeding is not being able to access funding for the courts resurfacing upgrade and ancillary work and Smart Access online gate entry system.

DECLARATION

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

We confirm that we have read and understood the [Scottish Government Guidance for Community Transfer Bodies under the Community Empowerment \(Scotland\) Act 2015](#).

We declare that the information provided in this form and any enclosed accompanying documents are correct. I confirm that if there are any significant changes to the application or the proposal, South Ayrshire Council will be informed immediately.

Where the Organisation provides any personal data (as defined in the Data Protection Act 1998) to Ayrshire Council in connection with this, the Council will use that personal data for such purposes as outlined here. It may share that personal data with other regulators (including the Council's and Organisation's external auditors, HMRC and law enforcement agencies) as well as with the Council's Elected Members and Officers. The personal data may be checked with other Council Services for accuracy, to prevent or detect fraud or to maximise the Council's revenues. It may be shared with other public bodies for the same purpose. The Organisation undertakes to ensure that all persons whose personal data are (or are to be) disclosed to the Council are duly notified of this fact.

Where the Organisation processes (or will process) personal data (as defined in the Data Protection Act 1998) hereby confirms that it has (or will acquire) a valid Notification with the Information Commissioner covering the processing of personal data, including in that Notification the disclosure of personal data to the Council, the requirement shall not apply if the Organisation is, by virtue of the Data Protection (Notification and Notification Fees) Regulations 2000 as amended, exempt from the requirement to notify.

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

This form and all supporting documentation will be made available online for any interested person to view and comment on. Personal information will be redacted in line with data protection before the form is available.

1st office bearer	
Name:	<i>Michael Whiteford</i>
Address:	[REDACTED]
Date:	<i>4th November 2021</i>
Position	<i>Chairperson/Trustee (Seafield Project Team Leader)</i>
Signature:	[REDACTED]
2nd office bearer	
Name	<i>Graham Miller</i>
Address:	[REDACTED]
Date:	[REDACTED]
Position:	<i>Treasurer/Trustee</i>
Signature:	[REDACTED]

CHECKLIST OF ACCOMPANYING DOCUMENTS

Please provide details of all documents which you are including with your proposal. All documents submitted electronically should be named clearly referencing the name of your organisation e.g. ABCorg/Business Plan2020, ABCorg/Constitution etc

Section 1 Organisation information

- You must attach your organisation's current constitution, articles of association or registered rules
- Any other information you consider relevant

Title of document/s attached:

Constitution

Section 2 Asset information

- Include any relevant maps, drawings or description of the land/building requested and any development or change you plan to do to the asset
- Any other information you consider relevant

Title of document/s attached

Map/photograph

Section 3 Type of request, payment & conditions

- Include specific details of any terms and conditions that you wish to be applied to the request
- Any other information you consider relevant

Title of document/s attached

The land will be used at all times as tennis courts and the public will have access

Section 4 Community proposal

- Include any documentation such as market research and analysis, feasibility study, options appraisal etc.
- You may wish to include examples of previous projects that you have successfully delivered and/or letters of support from partner/s that you are/will be working with.
- Any other information you consider relevant

Title of document/s attached

Previous successful projects in development of the club are detailed in 4.4

Section 5 Support

- Include evidence of the level and nature of community support for the asset transfer, this may include letters of support, copies of surveys undertaken etc.
- Any other information you consider relevant

Title of document/s attached

Letters/emails of support as detailed in 5.1

Section 6 Financial information

- Provide a copy of the current business plan, copies of the last 3 months bank statements and any evidence of funding or loans secured to date
- Any other information you consider relevant

Title of document/s attached

1. Business Plan
2. Last 3 bank statements
3. Accounts from 1st February to 31st December 2019
4. Accounts from 1st January to 31st December 2020.

Section 8 – Risk/Social Impact

- include any risk analysis/assessment undertaken and how you will counter any risk identified.
- Any other information you consider relevant

Title of document/s attached :

Risk assessment considered on experience of use of asset since 1996.
No negative issues identified as detailed in 6.6

ALTC

Ayr Lawn Tennis Club
Charity no. SC049014

SEAFIELD TENNIS COURTS COMMUNITY BENEFITS/WIDENING ACCESS

The proposed new high quality tennis courts with easily available booking and a smart gate access system will greatly improve public access to tennis with subsequent physical and mental health benefits. The club believes that tennis should be accessible, affordable, welcoming and enjoyable by everyone.

The courts will create more opportunities for tennis coaching and engagement with schools. Through the club links with Active School Coordinators the club could provide local school access for PE classes or after school activities at the refurbished courts. For example the courts are within walking distance of Doonfoot Primary School. There is social housing within the developments at Doonfoot and children from these households could benefit from having access to free tennis activity. There are Lawn Tennis Association initiatives such as the LTA Youth Schools programme where teachers receive training and the primary school can receive a £250 reward voucher to pay for a local coach to lead tennis activity in the school or at local courts.

Having access to more courts would allow Ayr Lawn Tennis Club coaches to run more LTA initiatives that are designed to widen access to tennis. Previously the Tennis for Kids initiative gave kids a free tee shirt, racket and balls and 6 group classes for a fee of £25. The club could specifically target local social housing areas and schools in these areas with a leafletting campaign about these low cost initiatives and free Open Days and taster sessions to be run at Seafield Courts.

There would also be more opportunity for coach led classes for Adult Beginners, Rusty Rackets and Cardio Tennis (which does not require any tennis skill and can appeal to teenagers and adults to keep fit) and Tots Tennis which also involves the parents. All of these would be more visible to the local community than behind the high walls and closed gate at the club's own Southpark Courts. This should encourage participation by a variety of age groups at Seafield.

Apart from links through Active Schools the club also has a connection with Whiteleys Retreat which provides respite care for children and their families. The club propose to run charity tennis days to raise funds for this very worthwhile cause. The club coach has previous experience in running disability tennis sessions. Disability tennis could be provided for adults and juniors with learning difficulties or other physical or mental disabilities and links to such groups could be made through SAC. The proposed surface at Seafield would be suitable for wheelchair tennis although specially adapted wheelchairs based at Prestwick Tennis Centre would need to be used. In addition the gate access into the courts and access paths would need to be upgraded to be suitable for wheelchairs.

Ayr Lawn Tennis Club is determined that Seafield Courts be available to everyone to enjoy the benefits of tennis. The club want to make it easier for people to find and book a court through the online booking platform combined with digital gate access technology so people can turn up knowing that a court is available for them to use.

Financial Information

- 1. Business plan**
- 2. Projected accounts**
- 3. Funding note**
- 4. Accounts to December 2020**

AYR LAWN TENNIS CLUB BUSINESS PLAN

Background

Ayr Lawn Tennis Club (ALTC) was established as a club over a 100 years ago and in 1986 was able to purchase their own grounds at Southpark Road, Ayr having previously leased. The original three courts had a blaes surface and there was a very small clubhouse. In 1990 the present clubhouse, with kitchen and shower facilities, was built. In 2003 the courts surface was changed to artificial grass (with an expected life of ten years) and floodlighting was installed on two of the courts. The courts surface was 'rejuvenated' five years ago. In 2020 the courts surface has been changed to artificial clay, favoured by the LTA, and ALTC is the first tennis club in Ayrshire to install this surface. This project was self-funded. The club has also replaced all perimeter fencing and installed a new entrance gate. A separate project to repoint the high stone walls surrounding the Club is underway; this will also be self-funded with an estimated total cost of £15k spread over several years.

Governance

ALTC is a voluntary organisation run by volunteers from the local community. It is, since February 2019, a Scottish Charitable Incorporated Organisation (SCIO), number SC049014. There is a committee comprising nine trustees and two ordinary members:

President	Trustee	Roddy Mackintosh
Membership Secretary	Trustee	Yvonne Feggans
Treasurer	Trustee	Graham Miller
Junior Convener	Trustee	Sadie Gow
Child Protection Officer	Trustee	Edna-Kay Reid
Committee Member	Trustee	Michael Whiteford
Committee Member	Trustee	Nicholas Kilpatrick
Committee Member	Trustee	Martin Abramson
Committee Member	Trustee	Norma Davie
Committee Member		Wendy McClure
Committee Member		Iain Baird

The Club is governed by a constitution approved by the Office of the Scottish Charity Regulator (OSCR). The constitution defines two levels of membership, ordinary (with voting rights) and junior, and allows for associates.

AYR LAWN TENNIS CLUB BUSINESS PLAN

ALTC is composed of members of the local community and provides tennis facilities. Located in Ayr, South Ayrshire, the Club is affiliated to the LTA through Tennis Scotland and Tennis Ayrshire and has teams which compete in the Ayrshire Leagues and the Scottish Cup. The Club offers coaching at all levels and ages as well as adult practice nights and weekend social tennis. Junior coaching sessions are also held at some local schools. Several American style mixed doubles Tournaments and a Club Championship are held annually.

Business Details

ALTC is located at 4 Southpark Road, Ayr, KA7 2TL, South Ayrshire.

In 2019 the club had 155 members split equally between adult and junior, male and female. Coaching is provided through a coach with overseas coaching qualifications and working towards LTA accreditation and is assisted by volunteers. However, due to the Coronavirus pandemic in 2020 the Club has already been closed for 2 months and there is likely to be a reduction in income. The number of members rejoining so far of 147 is less than in 2019 and it is difficult at this stage to estimate the full effect of the loss.

The Club has:

Three artificial clay tennis courts (two with floodlights) with surrounding high stone wall and fencing. A clubhouse with kitchen, changing rooms, showers, toilets and a community space large enough for one table tennis table which is used during inclement weather and a TV.

More information can be found at:

Website clubspark.lta.org.uk/ayrlawntennisclub

Email AyrLawnTennis@gmail.com

Facebook www.facebook.com/Ayr-Lawn-Tennis-Club

The Club's Project

The project is to further develop the Club and make it more attractive to the local community. The two hard courts at Arrol Drive, Seafield, Ayr, presently owned by South Ayrshire Council and managed by ALTC, are in a state of disrepair and usage of the courts has fallen over the past few years. A project to transfer ownership to ALTC and to resurface the Seafield courts would provide an attractive facility for the public to use and enable more coaching sessions to be held and therefore encourage more younger, and older, people to take up the sport. ALTC would require financial support by way of a grant to enable the resurfacing work to be carried out and also to instal an electrical gate system; the estimated total cost of this would be £40,000.

Financial Position

The bank balance is estimated to be £28,000 at the end of 2020 with a membership of 135.

The financial projections for the following five years are:

**AYR LAWN TENNIS CLUB
BUSINESS PLAN**

	2020 £	2021 £	2022 £	2023 £	2024 £	2025 £
Bank balance at end of year	27,780	35,447	42,869	49,695	59,525	72,459
Subscription income	13,452	19,767	21,372	22,276	23,180	24,084
Other income	14,424	42,500	2,600	2,700	2,800	2,800
Total income	27,876	62,267	23,972	24,976	25,980	26,884
Repairs & Maintenance	(6,555)	(6,000)	(7,100)	(8,700)	(6,700)	(4,500)
Other expenditure	(6,925)	(48,600)	(9,450)	(9,450)	(9,450)	(9,450)
Total expenditure	(13,480)	(54,600)	(16,550)	(18,150)	(16,150)	(13,950)
Net income/ (expenditure)	14,396	7,667	7,422	6,826	9,830	12,934
Depreciation	(3,378)	(7,753)	(7,753)	(7,753)	(7,753)	(7,753)
Surplus/ (deficit)	11,017	(86)	(331)	(927)	2,077	5,181
Members	147	165	173	181	189	197

Note : The income figure shown for 2021 is dependent on funding of £40,000 being obtained to resurface the two courts at Seafield and install a gate entry system.

Club Vision

Ayr Lawn Tennis Club (ALTC) is a community tennis club that is run as a Scottish Charitable Incorporated Organisation (SCIO). It serves the town of Ayr and the surrounding area in South Ayrshire in the West of Scotland.

The purpose of ALTC is to advance public participation in sport through the provision of tennis facilities to promote, encourage and facilitate the playing of tennis.

AYR LAWN TENNIS CLUB BUSINESS PLAN

What Makes Our Club Unique

The Club will be the only tennis facility in Ayrshire with artificial clay courts favoured by the LTA and Tennis Scotland similar to ones being installed in several of the larger tennis clubs in nearby Glasgow.

Current and Future Membership Trends

Membership of the Club has been fairly static over the past few years. With the new artificial clay court surface and the potential of new resurfaced courts at Seafield we expect to increase our membership:

Members	2017	2018	2019	2020	2021	2022	2023	2024	2025
				*					
Adult	88	94	89	97	107	111	115	119	123
Intermediate	6	11	9	15	17	17	17	17	17
Junior	61	55	57	35	41	45	49	53	57
Total	155	160	155	147	165	173	181	189	197

* The Club was closed for two months due to the coronavirus pandemic and a further month due to court resurfacing resulting in a reduction in members from 2019. However with the club now open again and with a new artificial clay surface it is anticipated the membership will increase from 2021 onwards.

Long Term Vision

To improve the range and quality of sports facilities and resources, and sporting opportunities, for the community of Ayr and the surrounding area, without distinction of sex, sexuality, political, religious or other opinions, through an inclusive partnership between the Club, inhabitants, local authority, local schools and other voluntary organisation, based upon the principles of participation, community health, fun and social well-being.

Short Term Vision

Over the next twelve months the plan is to develop the courts to make the Club more attractive to existing members and to attract more members, and to increase its visibility at the heart of the community.

Objectives

As stated in the Club's Constitution:

The Organisation has been formed to benefit the community of Ayr and the wider Ayrshire council areas (the "Community"), with the following purposes (the "Purposes"): The advancement of public participation in sport through provision of tennis facilities in Ayr to promote, encourage and facilitate the playing of tennis.

Community Benefit

AYR LAWN TENNIS CLUB BUSINESS PLAN

The community that would benefit directly are the members of the Club and members of the public having access to new resurfaced tennis courts. There are also a number of people who are not members that use the facilities in connection with coaching. Currently, the Club is open to members only although members are encouraged to bring along non-members. The Club also holds Open Days where anyone can come and play.

The Club has established close links with some schools in the area with the aim of encouraging children to actively participate in tennis.

The Club offers a 50% reduction in annual subscriptions for new members to encourage more people to join. The Club provides tennis balls and also loans rackets to juniors for the coaching sessions.

The Project

The redevelopment of the Club in 2021 will consist of taking over the two hard courts at Seafield, resurfacing the courts to make them playable and installing an electric gate system linked to a booking system to facilitate access to the courts.

	Estimated Cost (£)
Resurface 2 tennis courts, including any repairs to the sub-structure	30000
Gate system and related works	7000
Contingency	3000
Total	40000

The project is dependent on obtaining funding from South Ayrshire Council.

Competitors

There are nine tennis clubs in Ayrshire, 2 of which are within 20 minutes of the Club:

- Ayr Carrick Tennis Club with four blaes courts
- Prestwick Tennis and Fitness Club with four indoor and eight outdoor courts (four artificial grass and four hard courts).

However, with 3 artificial clay courts and 2 hard courts available to play all year the Club would be able to offer something unique in Ayrshire to rival clubs in Glasgow with the same surface.

Communications

The Club uses several methods of communicating with the public to maximise awareness of the Club and events being held, for example:

Facebook/Website

Local monthly magazine

Notice boards (libraries, schools, etc).

RECEIPTS AND PAYMENTS BY YEAR	2020				2021				2022			2023			2024			2025			
	Numbers	Year to date	Est to Y/E	TOTAL	Numbers	Numbers	To 23 Aug	Est Sep-Dec	TOTAL	Numbers	Numbers	TOTAL	Numbers	Numbers	TOTAL	Numbers	Numbers	TOTAL	Numbers	Numbers	TOTAL
	£	£	£	£	Renew	New (2)	£	£	£	Renew	New (2)	£	Renew	New (2)	£	Renew	New (2)	£	Renew	New (2)	£
CURRENT ACCOUNT – AT START		40,871		40,871								905			3,739			7,377			13,919
DEPOSIT ACCOUNT – AT START (1)		42,513	97,675	42,513			32,364		32,364			37,000			42,000			50,000			58,000
RECEIPTS																					
Seniors																					
Gents	45	6,014		6,014	42	24	10,308		10,308	66	2	12,462	68	2	12,834	70	2	13,206	72	2	13,578
Ladies	58	6,479		6,479	40	13	8,756		8,756	53	2	10,044	55	2	10,416	57	2	10,788	59	2	11,160
Intermediate																					
Gents	3	209		209	2	1	233		233	3		279	3		279	3		279	3		279
Ladies	3	186		186	2	0	170		170	2		186	2		186	2		186	2		186
X Country Senior	4	216		216	3	2	373		373	5		465	5		465	5		465	5		465
X Country Student	5	312		312	5	1	429		429	6		468	6		468	6		468	6		468
Junior																					
Under 18	7	210		210	10	7	790		790	17		1,020	17		1,020	17		1,020	17		1,020
Under 12	12	371		371	8	14	629		629	22	4	960	26	4	1,120	30	4	1,280	34	4	1,440
Free	19				19	14				33			33			33			33		
Honorary	10				7					7			7			7			7		
Subscriptions net of charges	166	13,997	0	13,997	138	76	21,688		21,688	214	8	25,884	222	8	26,788	230	8	27,692	238	8	28,596
Other Income																					
Visitors		20		20			202		202			200			200			200			200
Bank Interest		173		173																	
Seafield (3)		0		0						130	1,300		130	1,300		130	1,300		130	1,300	
Coaching Programmes		1,513		1,513			135		135			0			0			0			0
Gift Aid		401		401			5		5			5			5			5			5
Grants		10,500		10,500								0			0			0			0
Donations		2,056		2,056			16		16			0			0			0			0
Miscellaneous		736		736			148		148			3,500			3,500			3,500			3,500
		15,399	0	15,399			506	0	506			3,500			3,500			3,500			3,500
TOTAL RECEIPTS		29,396	0	29,396			22,194	0	22,194			29,384			30,288			31,192			32,096
PAYMENTS																					
Repairs & Maintenance: Courts		(3,461)		(3,461)			(2,006)	(1,000)	(3,006)			(3,500)			(3,500)			(3,500)			(3,500)
Repairs & Maintenance: Buildings		(561)		(561)			(514)	(250)	(764)			(1,000)			(1,000)			(1,000)			(1,000)
Repairs & Maintenance: Other		(2,825)		(2,825)			(110)	(3,000)	(3,110)			(2,600)			(4,200)			(2,200)			(2,200)
Balls		(798)		(798)			(697)		(697)			(1,000)			(1,000)			(1,000)			(1,000)
Seafield (4)				0					0			(1,000)			(1,000)			(1,000)			(1,000)
New Courts		(219)		(219)					0			0			0			0			0
Coaching Fees		(3,048)		(3,048)			(2,327)	(1,250)	(3,577)			(3,500)			(3,500)			(3,500)			(3,500)
Insurance		(1,475)		(1,475)			(1,560)		(1,560)			(2,000)			(2,000)			(2,000)			(2,000)
Tournament Prizes & Costs		(505)		(505)				(400)	(400)			(500)			(500)			(500)			(500)
Electricity		(830)		(830)			(656)	(200)	(856)			(1,000)			(1,000)			(1,000)			(1,000)
TV Licence		(157)		(157)			(105)	(52)	(157)			(200)			(200)			(200)			(200)
Affiliation Fees		20		20			(270)		(270)			(500)			(500)			(500)			(500)
Sundry Expenditure		(1,246)		(1,246)			(358)	(200)	(558)			(250)			(250)			(250)			(250)
TOTAL PAYMENTS		(15,105)	0	(15,105)			(8,603)	(6,352)	(14,955)			(17,050)			(18,650)			(16,650)			(14,450)
TOTAL NET RECEIPTS/ (PAYMENTS)		14,291	0	14,291			13,591	(6,352)	7,239			12,334			11,638			14,542			17,646
FIXED ASSET ADDITIONS BS																					
Decking				0					0												0
Plant & machinery				0					0			(4,500)	(5)								0
Ground				0					0												0
Clubhouse				0					0												0
Court Development			(65,311)	(65,311)					0												0
Perimeter fence & gate				0					0												0
Defibrillator				0			(1,698)		(1,698)												0
TOTAL FIXED ASSET ADDITIONS		0	(65,311)	(65,311)			(1,698)	0	(1,698)			(4,500)			0			0			0
TOTAL RECEIPTS/ (PAYMENTS)		14,291	(65,311)	(51,020)			11,893	(6,352)	5,541			7,834			11,638			14,542			17,646
CURRENT ACCOUNT – AT END		97,675	32,364	32,364			9,257		905			3,739			7,377			13,919			23,565
DEPOSIT ACCOUNT – AT END (1)							35,000	2,000	37,000			42,000			50,000			58,000			66,000
DEPRECIATION		(2,828)		(2,828)			(5,002)	(2,518)	(7,520)			(7,584)			(7,584)			(7,584)			(7,584)
SURPLUS/ (DEFICIT) FOR PERIOD		11,463		11,463					(281)			4,750			4,054			6,958			10,062

- (1) The deposit account is effectively the sinking fund to be used for court resurfacing and clubhouse improvements. For Southpark Rd courts £75k will be required in 12 years time; for Seafield courts £45k will be required in 15 years from the year of acquisition. The aim is to place £5k on deposit each year to build up the fund for the Southpark courts. When/ if Seafield is acquired (assumed in 2022) then an additional £3k will be placed on deposit each year (assumed from 2023).
- (2) The number of new members expected each year is impossible to predict accurately. The large increase in 2021 was unexpected and in the following years estimated numbers of new members has been kept low. Retention of the new members will be key.
- (3) The numbers of visitors using the Seafield courts is difficult to predict. With a new surface hopefully numbers will be higher than in the past. A charge of £10 per hour per court will be levied. As a starting point it is assumed court hire of 5 hours per week (for 6 'summer' months) each year.
- (4) Expenditure on Seafield is expected to be minimal. The main item will be gate maintenance; other expenditure will include general court cleaning and bin emptying and possibly costs for access to the bowling clubhouse (toilets). Additional insurance cost has been included under insurance.
- (5) It is assumed a payment of £4.5k will be made to acquire the Seafield land; this will not be depreciated.

ALTC Funding Note November 2021

Morning Robin

I confirm that ALTC propose to pay the £4,500 out of the club's existing funds and would not be seeking external funding for that amount.

I am gathering in all the information requested in your email of 15th November and I shall send you that by email today or tomorrow which will save you a visit to my house. The only thing I am waiting for is the responses and feedback from Carrick, Coylton, Prestwick and Troon tennis clubs. I emailed their Secretaries on Monday but so far no replies. It may be that they will need to consult with their Committees before replying.

If necessary I shall send you all the information requested before Friday and forward later the responses from the other clubs as soon as they are received.

Mike

Sent from my iPad

AYR LAWN TENNIS CLUB
(Scottish Charitable Incorporated Organisation number SC049014)

ANNUAL REPORT

AND

FINANCIAL STATEMENTS

FOR THE YEAR TO 31 DECEMBER 2020

**Ayr Lawn Tennis Club
Annual Report and Financial Statements for the Year to 31 December 2020**

CONTENTS

Trustees' Annual Report	2 - 4
Independent Examiner's Report To The Trustees	5
Statement of the Receipts and Payments	6
Statement of the Balances at 31 December 2020	7
Notes To The Financial Statements	8 - 10

TRUSTEES' ANNUAL REPORT

The trustees have pleasure in presenting their report together with the financial statements for the year to 31 December 2020.

Reference and Administrative Information

Charity Number:	SC049014	
Address:		4 Southpark Road, Ayr, KA7 2TL
Current Trustees and Committee Members:		
President	Trustee	Roddy Mackintosh, appointed during the year
President	Trustee	Steven Boom, resigned during the year
Membership Secretary	Trustee	Yvonne Feggans
Treasurer	Trustee	Graham Miller
Junior Convener	Trustee	Sadie Gow
Child Protection Officer	Trustee	Edna-Kay Reid
Committee Member	Trustee	Michael Whiteford
Committee Member	Trustee	Nicholas Kilpatrick
Committee Member	Trustee	Martin Abramson
Committee Member	Trustee	Norma Davie
Grounds Convener, Committee Member		Iain Baird
Committee Member		Wendy McClure

Structure, Governance and Management

Constitution

Ayr Lawn Tennis Club (ALTC) was registered as a Scottish Charitable Incorporated Organisation (SCIO) on 1 February 2019. Prior to that date ALTC operated as a Community Amateur Sports Club (CASC) and the assets of the CASC were transferred to the SCIO in November 2019 and the CASC deregistered.

Appointment of Trustees

Ayr Lawn Tennis Club
Annual Report and Financial Statements for the Year to 31 December 2020

At each Annual General Meeting of ALTC the members elect up to 10 individual ordinary members as elected charity trustees who will serve for one year and may be re-elected. The trustees may appoint up to two individuals as co-opted charity trustees who will also serve for one year and may be reappointed.

Objectives and Activities

Charitable Purposes

To advance public participation in sport through the provision of tennis facilities to benefit the community of Ayr and the wider Ayrshire council areas.

Activities, Achievements and Performance

Due to the coronavirus pandemic the Club's activities have been very limited during the year. The Club followed government guidelines which resulted in closure for 2 months of the year and restricted play for most of the year. No regional competitions were held. The Club's coach, whilst unable to continue with normal group coaching, produced a series of training videos for members to watch on-line.

New artificial clay courts were laid in October and have proved to be very popular with members. The courts have allowed play to continue even in wet and freezing conditions.

As part of the Club's aim to encourage local talent, 2 promising players (1 senior and 1 junior) were given free membership for the year to allow them to practice on the artificial clay surface.

Financial Review

The Club is in a healthy financial position with a bank balance of £32k at the year end. During the year, the artificial grass courts, after approximately 18 years of use, were replaced with artificial clay courts costing £67k. The Club was able to self-fund the project.

The main source of funding is subscriptions which are payable by members. This year members totalled 166 (2019: 155) and subscriptions were £14k (2019: £15k). Although member numbers were higher than in the previous year 36 new members (the majority of whom were from Ayr Carrick LTC) joined in the last quarter and benefited from reduced new member rates, and earlier in the year the Club was closed for two months due to the coronavirus pandemic and it was decided to waive subscriptions for that period.

Other income was £15k (2019: £3k). South Ayrshire Council (SAC) provided small businesses with grants to help mitigate the effects of coronavirus and ALTC received a grant of £10k. We were also successful in obtaining a grant of £500 from the Aldi Scottish Sports Fund. These funds were used in part to support ALTC's children's coaching programmes. Donations were £2k (2019: £1k), the increase from the last year being due to some members donating the waived subscriptions during the closure for the pandemic.

Payments totalled £15k (2019: £9k). The main items were: £3k for court repair/ maintenance; £3k for repair/ maintenance of part of the wall surrounding the Club; and £3k for coaching.

Ayr Lawn Tennis Club
Annual Report and Financial Statements for the Year to 31 December 2020

The surplus for the year, after depreciation, was £11k (2019: £10k). The grants, in particular that from SAC, and the donations resulted in the surplus for the year being at a similar level to the previous year.

Reserves Policy

The trustees' policy is to build up reserves in order to be able to finance the next resurfacing of the courts which is expected to be required in approximately 12 years time.

Plans for Future Period

The trustees intend to continue to develop the junior coaching activities through school liaison work, to take part in regional competitions, and to build up the membership. These activities will be dependent on the relaxation of the restrictions in place due to the coronavirus pandemic.

Discussions are underway with South Ayrshire Council regarding a Capital Asset Transfer of 2 tennis courts currently owned by the Council but managed by ALTC. If successful, the 2 additional courts would hopefully attract more members of the public.

Repairs to the stone walls surrounding the courts have been partly completed and it is planned to complete the repairs over the next 3 years.

On behalf of the trustees:

Name: Roddy Mackintosh, President

Signature: 

Date: 1 | 4 | 2021

**Ayr Lawn Tennis Club
Annual Report and Financial Statements for the Year to 31 December 2020**

INDEPENDENT EXAMINER'S REPORT TO THE TRUSTEES

I report on the accounts of the charity for the year to 31 December 2020.

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) Act 2005 and the Charities Accounts (Scotland) Regulations 2006 (as amended). The charity trustees consider that the audit requirement of Regulation 10(1) (d) of the 2006 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 2006 Accounts Regulations. 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 view given by the accounts.

Independent examiner's statement

In the course of my examination, no matter has come to my attention [other than disclosed below*]

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

◦ 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.

Name: Alan Todd Signature: 

Relevant Professional qualification/professional body: CA

Address: 7 Corsehill Park, Ayr, KA7 2UG

Date: 5th March 2021

Ayr Lawn Tennis Club
Annual Report and Financial Statements for the Year to 31 December 2020

STATEMENT OF THE RECEIPTS AND PAYMENTS

	Notes	12 Months to 31 December 2020	11 Months to 31 December 2019
		£	£
RECEIPTS			
Members Subscriptions			
Subscriptions for current year	2a, 2b	13,997	15,700
ClubSpark charges	2c	0	(107)
Stripe (debit/ credit card) charges	2c	0	(114)
Total Subscriptions net of charges		<u>13,997</u>	<u>15,479</u>
Other Receipts			
Visitors		20	175
Bank Interest		173	132
Seafield		0	225
Coaching Programmes	3	71	166
Lights		724	276
Gift Aid	2a	401	275
Mini Tennis	3	1,442	948
Grants	4	10,500	
Donations	2a	2,056	1,100
Keys		6	30
Miscellaneous		6	48
Total Other Receipts		<u>15,399</u>	<u>3,376</u>
TOTAL RECEIPTS			<u>18,855</u>
		29,395	
PAYMENTS			
Repairs & Maintenance: Courts	5a	(3,461)	(1,489)
Repairs & Maintenance: Buildings	5b	(561)	(1,218)
Repairs & Maintenance: Other	5c	(2,825)	(41)
Tennis Balls	6	(798)	(213)
Seafield		0	(8)
New Courts		(219)	0
Coaching Fees	3	(1,874)	(407)
Insurance		(1,475)	(1,427)
Tournament Prizes & Costs		(505)	(232)
SCIO (costs of incorporation)		0	(424)
Electricity		(830)	(736)
TV Licence		(157)	(115)
Affiliation Fees	7	20	(850)
Mini Tennis Costs	3	(1,174)	(1,087)
Sundry Expenditure	8	(1,246)	(330)
TOTAL PAYMENTS			<u>(8,577)</u>
		(15,105)	
TOTAL NET RECEIPTS/ (PAYMENTS)		<u>14,290</u>	<u>10,278</u>
DEPRECIATION	1b	(2,828)	(152)
SURPLUS/ (DEFICIT) FOR THE PERIOD		<u>11,462</u>	<u>10,126</u>

Ayr Lawn Tennis Club
Annual Report and Financial Statements for the Year to 31 December 2020

STATEMENT OF THE BALANCES AT 31 DECEMBER

	Notes	2020 £	2019 £
FIXED ASSETS (net of depreciation)	9	227,310	164,827
CURRENT ASSETS			
Bank Accounts			
- Secure Trust			42,513
- Current Account		32,363	40,870
TOTAL CURRENT ASSETS		32,363	83,384
CURRENT LIABILITIES			
Members Loans repayable on demand		(2,900)	(2,900)
TOTAL CURRENT LIABILITIES		(2,900)	(2,900)
NET CURRENT ASSETS/ (LIABILITIES)		29,463	80,484
NET ASSETS		256,773	245,311
CAPITAL ACCOUNT			
Balance brought forward		245,311	
Donation from ALTC CASC	<i>1b</i>		235,183
Add Surplus/ (Deficit) for the period		11,462	10,126
BALANCE CARRIED FORWARD		256,773	245,311

On behalf of the trustees:

Name: Graham Miller, Treasurer

Date:

4/13/21

Ayr Lawn Tennis Club
Annual Report and Financial Statements for the Year to 31 December 2020

NOTES TO THE FINANCIAL STATEMENTS

1 GENERAL

- 1a The Financial Statements have been prepared on a cash basis.
- 1b Ayr Lawn Tennis Club (ALTC) was entered in the Scottish Charity Register as a Scottish Charitable Incorporated Organisation (SCIO) on 1 February 2019, having previously been a Community Amateur Sports Club (CASC). In November 2019 all assets of ALTC CASC were donated to ALTC SCIO on successful completion of the transfer of title in the Land Register.
- 1c Where figures have been added, any differences between the total shown and the sum of the individual figures are due to rounding.

2 MEMBERS SUBSCRIPTIONS

- 2a Subscriptions are lower than the previous year despite the number of members being 11 more. The main reasons being that the Club was closed for 2 months (April and May) and the Committee decided to make a pro-rata reduction in the annual subscriptions; and members joining late in the year (36, the majority of whom were from Ayr Carrick LTC, in the last quarter) benefit from a substantially reduced subscription. Some members donated the pro-rata reduction amount to the Club resulting in higher donations and Gift Aid than in the previous year.

- 2b Subscriptions by membership category:

	Number	£
Senior Gents	45	6,014
Senior Ladies	58	6,479
Intermediate Gents	3	209
Intermediate Ladies	3	186
Cross-country senior	4	216
Cross-country student	5	312
Junior under 18	7	210
Junior under 12	12	371
Junior free	19	
Honorary	10	
	166	13,997

- 2c Since removing the facility to pay by monthly direct debit and debit/ credit card more members are paying by bank transfer for which the Club incurs no charges.

3 COACHING

The Covid pandemic affected the coaching programmes run by the Club. The Club was closed for 2 months and even when able to reopen there were restrictions on the numbers of people who could attend coaching. The numbers of junior members was also down from the previous year. During this period the Club continued to support the full-time coach who also provided training videos on the Club's YouTube page.

4 GRANTS

The following grants were obtained: £10k from South Ayrshire Council (SAC) in respect of COVID19; £0.5k from Aldi Scottish Sports Fund. The SAC grant in particular and also the increased donations resulted in the surplus for the year being at a similar level to the previous year.

Ayr Lawn Tennis Club
Annual Report and Financial Statements for the Year to 31 December 2020

5 REPAIRS AND MAINTENANCE

- 5a Courts: expenditure is higher than in 2019, £1.8k having been incurred on the repair to the drain at the back of court 1.
- 5b Buildings: expenditure is £0.7k less than in 2019 when £0.6k was incurred converting the Clubhouse lighting to LED.
- 5c Other: expenditure is higher than in 2019; £2.5k was incurred in respect of the wall repair at one end of court 1, and £0.3k was spent on tree pruning in a property adjacent to the Club.

6 TENNIS BALLS

The annual large order of tennis balls purchased for use in 2019 was accounted for through ALTC CASC.

7 AFFILIATION FEES

A rebate of £440 was received from the LTA to compensate the Club for the fact that no tournaments, leagues etc were held during the year. The fees for 2020/ 21 were lower than those for 2019/ 20.

8 SUNDRY EXPENDITURE

Sundry expenditure is £0.9k higher than the previous year. The main items of expenditure were £0.3k for scoreboards, £0.1k for court numbers, £0.1K for advertising, £0.2k for hand-sanitizer.

Ayr Lawn Tennis Club
Annual Report and Financial Statements for the Year to 31 December 2020

9 **FIXED ASSETS**

		COST			
	Year	At Start	Additions	Disposals	At End
Ground	1986	38,348			38,348
Clubhouse	1990	34,603			34,603
Court Development	2003/ 2020	128,422	65,311	50,000	143,733
Plant & machinery	2003	4,011			4,011
Decking	2004	1,736			1,736
Perimeter fence & gate	2017	19,219			19,219
		<u>226,339</u>	<u>65,311</u>	<u>50,000</u>	<u>241,650</u>
		DEPRECIATION			
	Year	At Start	During Year	Disposals	At End
Ground	1986				0
Clubhouse	1990				0
Court Development	2003/ 2020	(50,000)	(908)	(50,000)	(908)
Plant & machinery	2003	(4,011)			(4,011)
Decking	2004	(1,736)			(1,736)
Perimeter fence & gate	2017	(5,765)	(1,920)		(7,685)
		<u>(61,512)</u>	<u>(2,828)</u>	<u>(50,000)</u>	<u>(14,340)</u>
		NET			
		<u>164,827</u>			<u>227,310</u>

Depreciation is provided at the following rates to write off the asset over its estimated useful life.

- Court Development - No depreciation provided on sub-surface, cost £78,422 (2003)
8.33% straight line (12 years life) on court surface, cost £65,311 (2020)
- Perimeter fence & gate - 10% straight line
- Ground and Clubhouse - No depreciation provided

Capital Grant Costs and Estimates

1. Summary of quotes
2. Doe sports quote
3. Sportex quote
4. Doe sports and CIA email
5. CIA access gate premium quote
6. CIA access gate lite quote
7. Power supply estimate
8. West Dunbartonshire
9. ALTC proposed promotional approaches

AYR LAWN TENNIS CLUB
COMMUNITY ASSET TRANSFER REQUEST
SEAFIELD TENNIS COURTS
SUMMARY OF QUOTES

DOE SPORTS SPORTEX

Renew court surfaces including ancillary work to kerbing and fencing	£40,938 incl. VAT	£41,022.33 incl. VAT	£58,398.33 incl. VAT (includes new posts and fencing)
Smart Access Gate system (cost quoted by CIA £8,892 incl. VAT)	£ 9,675 incl. VAT (quoted by Doe incl.preparatory work)	£9,675 incl. VAT (assumed same as Doe/CIA quote	£9,675
Electrical connection work (quote by David Brennan Electricians)	£1,146.72	£1,146.72	£1,146.72
Contingencies	£8,240.28	£8,155.95	
	-----	-----	-----
	£60,000	£60,000	£69,220.05
	-----	-----	-----

CM/HF/16.189 Rev B

Ayr Tennis Club
c/o Mike Whiteford

29th October 2021

Dear Mike

Ayr Tennis Club – Seafield Court Improvement Works

Thank you for your enquiry for the resurfacing of the existing Polymeric tennis courts. Following our site survey and discussions with you, we have pleasure in submitting our specification and quotation for your consideration.

Our quotation is based upon the DOE VISCOUNT 32 which is a single layer macadam surface specifically designed for tennis. The grading of the aggregate is such that the material is pervious.

The VISCOUNT 32 surface includes colour coating with a high quality, textured, acrylic paint in a choice of single or dual colours giving an aesthetically pleasing finish. The colour coating is applied two to three weeks after surface construction and, in reflecting the sun's rays, assists in resisting any natural surface 'softening' during warm weather in the early life of the facility.

An important benefit of colour coating is that the ball 'comes through' better - i.e. lower bounce - giving an improved game with faster play on the DOE VISCOUNT 32 colour coated surface than on traditional black macadam.

All bitumen-bound surfacing material can soften in warm weather during the first year following construction (particularly if the facility is in a natural 'sun trap'). This may possibly cause minor interruption to play during the first summer. As the bitumen hardens naturally any 'softening' will cease.

The existing playing posts appear to have rusted in the sockets and could, therefore, have weakened at ground level. We have priced separately for providing new posts and sockets should replacement prove necessary.

The location of the court makes it necessary for the materials to be double-handled from the access road adjacent and our quotation is priced accordingly. It is assumed we will have free uninterrupted use of the is access point for the duration of the works, we have included for the formation of temporary trackway from the road edge to court.

In line with your email request of 13th September and my colleague Colin Elliot's visit, there are a number of ancillary costs you require. I have detailed these separate to the quote.

There are a number of courts with the Viscount surface in our region and we would be pleased to arrange for you to inspect a similar installation. If you would prefer to make direct contact, we are sure our clients would be pleased to facilitate you.

We spoke of the various types of gate access systems available with the current LTA preferred system to be a powered system which will require the introduction of a power supply brought adjacent to the courts. We appreciate this can be a costly exercise. Our suppliers have developed an access gate that does not require power but can still be booked through mobile devices which generate a unique code for access. More information can be provided when received from suppliers.

We trust you find the enclosed of interest and in accordance with your requirements. However, should there be any points that you wish to discuss or which require clarification, please do not hesitate to contact this office.

Yours sincerely
for DOE SPORT (North) Ltd.

A handwritten signature in black ink, appearing to read 'C Mitchell', with a large, sweeping flourish extending upwards and to the right.

Craig Mitchell
Estimating & Design Manager

PERFORMANCE

DOE VICEROY is an attractive, naturally black surface constructed using pervious asphalt (macadam) specifically designed for tennis courts. The surface is laid using steel screed bars to ensure the correct tolerance. Our Foremen's expertise and experience in the correct rolling and compaction of the surface during construction are vital elements in the finished quality of the court.

DOE VICEROY can be laid either as a "single layer" surface – VICEROY 32 or, with a base course beneath the playing surface to give a "double layer" court – VICEROY 65.

Club, School and all intensively used courts should be constructed using the "double layer" 65mm depth system for their new court installations.

DOE VISCOUNT is the black VICEROY court – either the 32 or the 65 – enhanced by an additional layer – an application of Doe's acrylic tennis court coating in single or dual colours of your choice.

Players will notice that the ball "comes through better" on the colour coated VISCOUNT surface. It offers a lower ball bounce and faster surface pace than the black VICEROY surface.

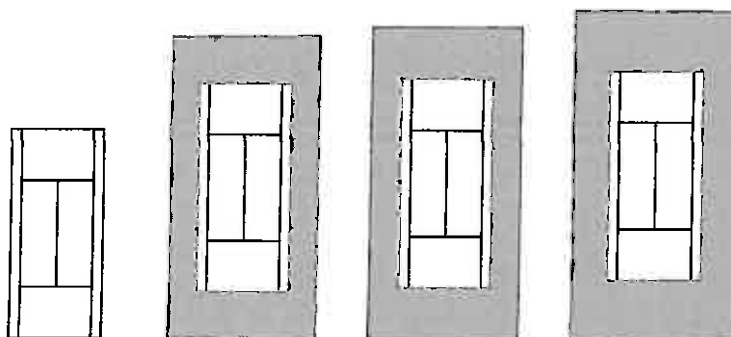
The colour coating on VISCOUNT also helps to deflect the sun's heat, making the surface less susceptible to softening in summer temperatures. The VISCOUNT colours are very attractive and greatly enhance the aesthetic quality of the court.

The acrylic coating used by DOE has been tested to meet and exceed recognised standards in sports surface coating technology. It is applied in a fine mist spray and does not impair the natural porosity of the playing surface.

In common with all types of tennis surface, VICEROY and VISCOUNT benefit from routine maintenance. This is not onerous provided it is carried out regularly from the start and it will safeguard your investment.



COURT SIZES



Playing Area	Residential Courts Normal Minimum	LTA Recommended Minimum Size	LTA Recommended Full Size
23.77m x 10.97m (78' x 36')	33.53m x 16.46m (110' x 54')	34.75m x 17.07m (114' x 56')	36.58m x 18.29m (120' x 60')

© small version of
full size court:

The information contained in this leaflet may be subject to alteration without notice.

Corporate Headquarters: Methil, Fife
Regional Offices: Avebury, Worcestershire

T 01333 422205
F 01333 424340

E doe@doenorth.co.uk
W doesport.co.uk



SCOTLAND REFERENCE POINTS

Client	Location	Details
Mr & Mrs Mitchell	Berwick upon Tweed	1 Viscount
Mr Scott	Perth	1 Viscount
Mrs Watt	Berwick	1 Viscount
Mr Cullis	Killiecrankie	1 Viscount
Mr Gray-Cheape	Forfar	1 Viscount
Mrs Goodwin	Edinburgh	1 Viscount
Mr Gordon	Atholl	1 Viscount
Mr Corstorphine	Drem	1 Viscount
Mr & Mrs Borthwick	Heriot	1 Viscount
Kilgraston School	Bridge of Earn	3 Viscount
Bearsden TC	Glasgow	1 Viscount Mini Court
Argyl park	Alexandria	3 Viscount
West End TC	Dundee	1 Viscount
Strathblane TC	Strathblane	1 Viscount
Broughty Ferry TC	Dundee	3 Viscount Mini Courts
Udny TC	Pitmedded	2 Viscount
Fossoway TC	Crook of Devon	1 Viscount
Broughton TC	Broughton	1 Viscount
Westburn TC	Aberdeen	4 Viscount
Torphins TC	Torphins	2 Viscount
Dunkeld TC	Dunkeld	2 Viscount
Mr & Mrs Leavey	Dollar	1 Viscount
Albury Tennis Club	Aberdeen	4 Viscount
Hamilton Tennis Club	Hamilton	1 Viscount Mini Court
Innerleithan Tennis Club	Innerleithan	2 Viscount
Mr. Kingan	Dumfries	1 Viscount
Mrs. Morrison	Sutherland	1 Viscount
Mr. & Mrs. Fletcher	Tranent	1 Viscount
Mr. Hannay	Castle Douglas	1 Viscount
Mr. Bullough	Logiealmond, Perthshire	1 Viscount
Mr. Ross	Inverurie	1 Viscount
Annan & Seaforth TC	Annan	4 Viscount
Tornagrain TC	Tornagrain, Inverness	2 Viscount
Thurso Tennis Club	Thurso	2 Viscount & 1 Mini Court
Mrs Simmie	Edzel	1 Viscount
Mr Robb	Blairstown	1 Viscount
Mr & Mrs James	Gladsmuir	1 Viscount
Mr McCarthur	Drummond, Dingwall	1 Viscount
Mr Swindells	Peebles, In Progress	1 Viscount
Mr Hay	Scone	1 Viscount
Mr. Murphy	Longniddrie	1 Viscount
Dunblane TC	Dunblane	2 Viscount Mini Courts
Mr Sayegh	Edinburgh	1 Viscount
Mr. Wordie	Doone	1 Viscount
Kilconquhar Castle Estates	Kilconquhar	1 Viscount
Mr. & Mrs Laird	Forfar	1 Viscount
Mr Yeoman	Crombie Point, Fife	1 Viscount
Mrs Stephen	Inverurie	1 Viscount
Mr & Mrs Stewart	Kelso	1 Viscount
Mr Ross	Inverurie	1 Viscount
Mr. Ferguson	Calendar	1 Viscount
Mr. Duncan	Dumfries	1 Viscount

Mr. King	Auchterarder	1 Viscount
Mr. Andy Murray	Cromlix, Nr. Dunblane	1 Viscount
Dollar Park	Falkirk	4 Viscount
Montrose Tennis Club	Montrose	2 Viscount Mini Courts
Tain tennis Club	Tain	3 Viscount
Mr. Yerburch	Castle Douglas	1 Viscount
Aberfeldy Tennis Club	Perthshire	1 Viscount 65
Kincairney Estate	Dunkeld	2 Viscount
Mr. McPherson	Stow	1 Viscount 65
Victoria Park	Edinburgh	3 Viscount
Mr. R. Mays	Montrose	1 Viscount
Mr. Jarvie	Edinburgh	1 Viscount
Mr. & Mrs. White	Kirriemuir	1 Viscount
Mrs. Giffords	Kirriemuir	1 Viscount
Zetland Park	Grangemouth	3 Viscount 65
Mrs Gifford	Kirriemuir	1 Viscount
Ettrick Forrest Sports & Recreation	Ettrickbridge	1 Viscount
Muirenwood Residents Associates	Monifieth	1 Viscount
Mr. Jack	Laurieston, Castle Douglas	1 Viscount
Carie Estate	Loch Rannoch, Pitlochry	1 Viscount
Leith Links	Edinburgh	3 Viscount
Liberton High School	Edinburgh	3 Viscount
Mr. Murray Lindsay	Stanley, Perth	1 Viscount
Cromarty Tennis & Sports Club	Cromarty	1 Viscount
Mr. Cross	Bridge of Earn, Perthshire	1 Viscount
Mrs. Bullough	Perth	1 Viscount
Mrs. Brown	Kirklands of Damside	1 Viscount
Cowan Park	Barrhead	3 Viscount
Mr Ian Gray	Strathtummel	1 Viscount
Mrs. Plowman	Haddington	1 Viscount
Darnhall Tennis & Bowling Club	Perth	3 Viscount
Lenzie Tennis Club	Lenzie, Glasgow	1 Viscount
Mr. Whiteford	Nigg, Tain	1 Viscount
Keithhall	Inverurie	1 Viscount
Montrose Tennis Club	Montrose	3 Viscount
Duke of Northumberland	Lauder	1 Viscount
Highland Council	Ullapool	2 Viscount
Highland Council	Pefferiside Park, Dingwall	2 Viscount
Lord & Lady Bourne	Moray	1 Viscount
Lord & Lady Cawdor	Cawdor	1 Viscount
Garstang Tennis Club	Garstang	2 Viscount
Mary Erskine School	Ravelston	12 Viscount
Mr. Palmer	Pitlochry	1 Viscount
Broughton Tennis Club	Broughton	1 Viscount
Mr. Mallinson	North Berwick	1 Viscount
Abernethy Tennis Club	Abernethy	2 Viscount
Mr. Knowles	Inverurie	1 Viscount
Gullane Tennis Club	Gullane	3 Viscount
Aylth Bolwing & Tennis Club	Aylth	2 Viscount
Scone Tennis Club	Scone	1 Viscount Mini
Mr. Moore	Morpeth	1 Viscount
Mr. Sneddon	Dalbeattie	1 Viscount
Lauriston Tennis Club	Falkirk	2 Viscount
Edinglassie House	Strathdon	1 Viscount
Mr. & Mrs. Robert	Auchterarder	1 Viscount
Glebe Tennis Club	Saltcoats	4 Viscount

Mr. Stakis	Kibrachan	1 Viscount
Mr. MacDonald	Lochcarron	2 Viscount
Rosehill Farm	Glenbar	1 Viscount
Mr. Connell	Auchterarder	1 Viscount
Mr. MacLellan	Kilbarchan	1 Viscount
Colinton Tennis Club	Edinburgh	1 Viscount <i>Mini</i>
Banton & Kelvinhead B.C.	Banton	2 Viscount
Glenalmond College	Perth	2 Viscount
Mr. Cope	Blairstown	1 Viscount
Fettes College	Edinburgh	1 Viscount
Mrs. Baillie	Inverness	1 Viscount
Mr. & Mrs. Stock	Blairstown	1 Viscount
Mr. & Mrs Thornton-Kemsley	Laurencekirk	1 Viscount
Lady Clifford	Dunbar	1 Viscount
Mrs. Barnes	Roxburgh	1 Viscount
Mrs. Parry	Dalbeattie	1 Viscount
Roths Tennis Club	Morayshire	3 Viscount
Culloden House	Inverness	1 Viscount
Dundas Castle	South Queensferry	1 Viscount
Mr. Davies	Inverness	1 Viscount
Allangrange	Munlochy	1 Viscount
Mr. MacMillan	Langbank	1 Viscount
Mrs. Booth	Banchory	1 Viscount
Merchiston Castle School	Edinburgh	3 Viscount
Mr. Younger	St. Andrews	1 Viscount
Morrison's Academy	Crieff	3 Viscount
Mr. Morrison	Poolewe	1 Viscount
Newlands Park	Glasgow	1 Viscount
Mr. Schweizer	Insch	1 Viscount
Mrs. Nyirende	Dunfermline	1 Viscount
Mrs. Hutchison	Appin	1 Viscount
Mr. Walton	Alford	1 Viscount
Mr. Houldsworth	Milnathort	1 Viscount
The Meadows	Edinburgh	16 Viscount
Methven Tennis Club	Dundee	2 Viscount
Gleneagles Hotel	Perthshire	1 Viscount
Mr. Butter	Pitlochry	1 Viscount
Mrs. Stansfeld	Montrose	1 Viscount
Elie Sports Club	Elie, Fife	3 Viscount
St. Andrews University	St. Andrews	2 Viscount
Ardvreck School	Crieff	1 Viscount
The Highland Club	Fort Augustus	1 Viscount
Mr. & Mrs. Dawson	Heriot	1 Viscount
Knock House	Mull	1 Viscount
Alburne Park	Glenrothes	1 Viscount
Mr. Alexander	Scotlandwell	1 Viscount
Mr. T. Leslie	Lochailort	1 Viscount
Mr. & Mrs. Wordie	Dunblane	1 Viscount
Sundrum Castle	Ayr	1 Viscount
Mr. W.G. Thomson	Dunblane	1 Viscount
Mrs. Acton	Lasswade	1 Viscount
Mrs. Korner	Dumfries & Galloway	1 Viscount
Lord Lindsay	Upper Largo	1 Viscount
Old Craig	Alyth	1 Viscount
Mrs. Eden	Cromlix	1 Viscount
Mr. Kennerley	Auchendarne	1 Viscount

Mr. Gammell	Alrick	1 Viscount
Mrs. Stewart	Isle of Raasay	1 Viscount
Mr. Trentham	Cockairnie	1 Viscount
Mr. & Mrs. Scott	Isle of Bute	1 Viscount
Balerno Tennis Club	Edinburgh	2 Viscount
Mary Erskine School	Edinburgh	2 Viscount
Dunbar Tennis Club	Dunbar	6 Viscount
Mr. Donaldson	Garvold	1 Viscount
Mr. Robbie Douglas Millar	Tynehead, Mid Lothian	1 Viscount
Mr. Graham	Doune	1 Viscount
Mr. Haldane	Auchterarder	1 Viscount
Mr. Illingworth	Ochertyre	1 Viscount
Mr. D. MacLellan	Stockbridge, Symington	1 Viscount
Mr. & Mrs. Percy	Balfron, Glasgow	1 Viscount
Mr. Lunn	Bearsden, Glasgow	1 Viscount
Mrs. Stanistreet	Aberdour	1 Viscount
Judge Brooks	Tummel Bridge	1 Viscount
Mr. & Mrs. Stewart	Blairdrummond	1 Viscount
Mr. P. Wilson	Speanbridge	1 Viscount
Mrs. MacDonald	Trinafour	1 Viscount
Mr. Boyd	Inveresk	1 Viscount
Mr. Paton	Aberdeen	1 Viscount
Mrs. R. Brown	Auchterarder	1 Viscount
Sir & Lady Gordon Cumming	Forres	1 Viscount
Mrs. Smither	Beasdale, Arisaig	1 Viscount
Kingston Playing Fields	Neilston	1 Viscount
St. Cadoc's Primary School	Newton Mairns	1 Viscount
Mr. Fleming	Paisley	1 Viscount
Mr. Skene	Letham	1 Viscount
Mr. Leader	Glencarse, Perthshire	1 Viscount
Kinghorn Tennis Club	Kinghorn	2 Viscount
RAF Kinloss	Kinloss	2 Viscount
Mr. Bremner	Saline	1 Viscount
Mrs. S. Jardine Paterson	Auchterarder	1 Viscount
Mr. Ian Morgan	Stonebyres, Lanark	1 Viscount
Mrs. S. Tuck	Kilmacolm, Renfrewshire	1 Viscount
Mr. C.D. Clayhills-Henderson	Liff, Dundee	1 Viscount
Mr. S. Haddow	Newton Mearns	1 Viscount
Mr. & Mrs. Dessian	Arbroath	1 Viscount
Mr. W.S. Wilson	Barrhill, By Girvan	1 Viscount
Mr. & Mrs. Kilgour	Kenley Green, St. Andrews	1 Viscount
James Ogilvie	Coates House, Upper Largo, Fife	1 Viscount
Mr. Wallace	The Coach House, Coupar Angus	1 Viscount
Mr. & Mrs. Dobson	Logie House, Logie, Kirriemuir	1 Viscount
Mr. & Mrs. Reid	Gartincaber House, Doune	1 Viscount
Strathallan School	Perthshire	9 Viscount
Mr. & Mrs. Reid	Bonhard House, Scone	1 Viscount
Mr. & Mrs. Flowers	Meadowwell Farm, Cupar.	1 Viscount
Mr. & Mrs. Beamish	New Fargie House, Perthshire.	1 Viscount
Mrs. Dewar-Durie	Finnich Malise Estate, Croftamie	1 Viscount
Mrs. Dingwall	Balgersho House, Coupar Angus	1 Viscount
Mr. & Mrs. Neil	Pittarrow Cottage, Laurencekirk	1 Viscount
Mrs. Llewellen-Palmer	Hallyburton Estate, Coupar Angus	1 Viscount
Mr. Lang	Humbie House, Humbie, E.Loathian	1 Viscount
Mrs. Herries	Crocketford, Castle Douglas	1 Viscount
Watson House	Gargunnock, Nr. Stirling	1 Viscount

Mrs. Llewellyn Palmer	Hallyburton Estate, Coupar Angus	1 Viscount
Mr. Lean	Newtonairds, Dumfries	1 Viscount
Mr. Munro-Ferguson	Novar Estate, Evanton, Ross-shire	1 Viscount
Mrs. Bell	Stenton, Dunkeld, Perthshire	1 Viscount
Mr. Diggle	Lockerbie	1 Viscount
Mrs. Smoor	Gagie House, by Dundee	1 Viscount
Fountain Spa Leisure Club	Edinburgh	1 Viscount
Duke of Northumberland	Dipple House, Nr. Fochabers	1 Viscount
Duchess of Argyle	Inverary Castle, Inverary, Argyle	1 Viscount
Mr. Catto	Easter Abercalder, Gorthleck	1 Viscount
Mrs. Sewell	Farraline Estate, Gorthleck.	1 Viscount
Mr. & Mrs. Adamson	Careston Castle, Brechin, Angus	1 Viscount
Mrs. McIntyre	Whitehouse, Millikan, Brookfield	1 Viscount
Mrs. Reekie	Phesdo House, By Fettercairn	1 Viscount
John Tulloch	Courance, Lockerbie	3 Viscount
Mr. Livingstone	Kilrenny, Fife	1 Viscount
Mr. Dalziel-Job	Castlehill House, Rosyth, Fife	1 Viscount
Sir Wm. Benyon	Glen Mazeran Lodge, Tomatin	1 Viscount
Mr. & Mrs. Gifford	Bridge of Earn, Perthshire	1 Viscount
Mr. & Mrs. Farrar	By Dunfermline	1 Viscount
Mr. & Mrs. M. Gregor	Edinburgh	1 Viscount
Mr. & Mrs. D. Leggat	Ayr	1 Viscount
Mr. R. Vernon	Mauchline, Ayrshire	1 Viscount
Mr. & Mrs. Hutchinson	Appin, Argyle	1 Viscount
Springwells Tennis Club	Airdrie	2 Viscount
Mr. & Mrs. Yerburgh	Castle Douglas	1 Viscount
Mr. A. D. Stewart	Lochearnhead	1 Viscount
Strathkelvin D/C	Torrance	3 Viscount
Mr. B. Aitcherson	Blanefield, Stirling	1 Viscount
Mortonhall Tennis Club	Mortonhall, Edinburgh	5 Viscount
Kippen Tennis Club	Kippen, Stirling	2 Viscount
Mr. D. Heathcote-Amory	Blairgowrie, Perth	1 Viscount
Ralia Sporting Enterprises	Newtonmore, Inverness-shire	1 Viscount
Dr. J. Norris	Dalton, Lockerbie	1 Viscount
Dowanhill Tennis Club	Dowanhill, Glasgow	1 Viscount
Skeldon Estate	Skeldon, Dalrymple, Ayrshire	1 Viscount
Whitehouse of Dunira	Comrie, Tayside	1 Viscount
Mrs. M. Dewar-Durie	Croftarmie, Stirling	1 Viscount
Bardowie Tennis Club	Glasgow	2 Viscount
Mr. J. Miller	Bardowie Castle, Glasgow	1 Viscount
Mrs. G. Corstorphine	Balerno, Midlothian	1 Viscount
Mr. D. A. S MacLellan	Symington, Ayrshire	1 Viscount
Milngavie & Brearsden S C	Milngavie, Glasgow	6 Viscount
Mr. N.J.F. Dalrymple-Hamilton	Girvan, Ayrshire	1 Viscount
Mr. & Mrs. Percy	Sandyhills, Dalbeattie	1 Viscount
Mr. H. J. Jack	Gatehouse of Fleet	1 Viscount
Strathgryffe T & S C	Houston, Renfrewshire	3 Viscount
Sir Michael Nairn	Blairgowrie, Perthshire	1 Viscount
Mr. L. D. Heriot Maitland	Errol, Perthshire	2 Viscount
Mr. J. K. McIlwraith	Milngavie, Glasgow	1 Viscount
Mrs. A. Maxwell	New Galloway, Castle Douglas	1 Viscount
Mr. W. Johnstone	Amisfield, Dumfries	1 Viscount
Mr. J. Oest-Larsen	Balmacellan, Castle Douglas	1 Viscount
Mr. A. Stewart	Fenwick, Ayrshire	1 Viscount
Mr. J. Lumsden	Alexandria, Dumbarton	1 Viscount
Mr. H. I. Macrae	Auchterarder, Nr. Perth	1 Viscount

Mr. W. T. Scott	Gargunnoch, Stirling	1 Viscount
Mrs. Noel-Paton	Bridge of Earn, Perthshire	1 Viscount
Mr. D. M. Briggs	Gartocharn, Dumbartonshire	1 Viscount
Mr. A. J. McCulloch	Closeburn, Dumfries	1 Viscount
Mrs. M. Galbraith	Mauchline, Ayrshire	1 Viscount
Mrs. M. Borwick	Dalry, Ayrshire	1 Viscount
Mr. M. R. Melville	Castle Douglas, Dumfries	1 Viscount
Mr. Kuiper	Lochwinnoch, Renfrewshire	1 Viscount
Mr. M. Mathieson	Twynholm, Dumfries	1 Viscount
Mr. A.G.O. Walker	Newark Castle, Ayrshire	1 Viscount
Mr. G. Mackenzie	Bridge of Weir, Renfrewshire	1 Viscount
Mrs. E. Lockett	Dalry, Ayrshire	1 Viscount
Mr. P. Simpson	Elgin, Grampian	1 Viscount
Mr. J. M. Haldane	Auchterarder, Perth	1 Viscount
Mr. H. Marshall	Dalry, Ayrshire	1 Viscount
Mr. D.W.N. Landale	Dalswinton, Dumfries	1 Viscount
Sir David Hope-Dunbar	Kirkcudbrightshire	1 Viscount
Mrs. Paton	Grandhome House, Aberdeen.	2 Viscount
Mr. & Mrs. White	West Lodge, Corraith, Symington, Ayr.	1 Viscount
Lord Southesk	Kinnaird Castle, Nr. Brechin	1 Viscount
Mr. Peter Christie	Cambo House, By St. Andrews.	1 Viscount
Mr. & Mrs. MacLellan	The Bower Kilbarchan	1 Viscount
Lord MacPherson	Kyllachy, Tomatin	1 Viscount
Mr. & Mrs. Maxwell	Dalintober, Ledaig	1 Viscount
New Park School	St. Andrews, Fife	2 Viscount
Mr. John Foster	Park House, Drumoak	1 Viscount
Lt.Col. & Lady Campbell	The Glebe, Stobo, Nr. Peebles	1 Viscount
Mrs. Whewell	Innerwick House, Glenlyon	1 Viscount
Lord & Lady Poole	Loch Eye House, Fearn	1 Viscount
Mr. & Mrs. Watson	Kinnellar, Aberdeenshire	1 Viscount
Cardoness Holiday Park	Gatehouse of Fleet, Castle Douglas	1 Viscount
Mr. Mercer-Nairne	Meikleour House, Meikleour	1 Viscount
McMillan Hotels	Glen App Castle, Ballantrae	1 Viscount
Sir Chips Keswick	Bridge of Urr, Castle Douglas	1 Viscount
Hon. M.D. Jansen	Uppat House, Golspie	1 Viscount
Mr. & Mrs. Buchanan	Pencaitland, W.Loathian	1 Viscount
Mr. Anderson	Muirnwood Place , Monifieth	1 Viscount
Mr. & Mrs. Griffin	Balmedie, Aberdeen	1 Viscount
Mr. Stewart-Menteth	Monkcastle House, By Kilwinning	1 Viscount
Wellington School	Ayr	2 Viscount
Mr. & Mrs. McColl	Edinburgh	1 Viscount
Mr. A. O. Haig	Scanieport, Inverness	1 Viscount
Mr. & Mrs. McIntyre	Findon Farm, Culbokie.	1 Viscount
Auchendolly Estate	Auchendolly	1 Viceroy
Mr. & Mrs Campbell	Nairn	1 Viceroy
Mrs. Laing	Forres, Moray	1 Viceroy
Mr. W. Wilson	Ayr	1 Viceroy
Mr. I. Sandison	Angus	1 Viceroy
Mr. A. Stewart	Newton Stewart	1 Viceroy
Mr. W. M. Herries	Castle Douglas	1 Viceroy
Mr. R. Johnston-Stewart	Newton Stewart	1 Viceroy
Drumley House School	Mossblown, Ayr	2 Viceroy
Mr. S. Haddow	Newton Mearns	1 Viceroy
Col & Mrs Ross	Castle Douglas	1 Viceroy
Sir John Thomson	Castle Douglas	1 Viceroy

Mr. C. Stewart-Menteth	Dalry, Ayrshire	1 Viceroy
Mr. M.D. Mortimer	By-Annbank, Ayrshire	1 Viceroy
Mr. N. Kilpatrick	Abbothill, Ayr	1 Viceroy
Mr. & Mrs. Berry	By Aberfeldy, Perthshire	1 Viceroy
Lord Brabourne	New Kelso, Lochcarron	1 Viceroy
Mr. Maitland Dougall	By Kelty, Fife	1 Viceroy
Mrs. R. G. McIntyre	Sorn Castle, Mauchline	1 Viceroy
Mr. & Mrs. Fraser	Monlack Castle, Nr. Beaully	1 Viceroy
Mrs. Laing	Wester Lovat House, Nr. Beaully	1 Viceroy
The Rt. Hon. A.W. Gilby	Ruscoe, Gatehouse of Fleet	1 Viceroy
Mr. & Mrs. G.A. Bowles	Corsock, Castle Douglas	1 Viceroy
Mrs. Sherriff	The Old Manse, Blairdrummond	1 Viceroy
Health & Racquet Club	Newhaven Harbour, Leith, Edinburgh	8 Viceroy
Next Generation Club	Monifieth	5 Viceroy
Mr. & Mrs. Weston	Whitehills, Newton Stewart	1 Viceroy
Mrs. N. Lundie	Balloch, Dunbartonshire	1 Special
Mr. & Mrs. Wellwood	Kirknewton, Midlothian	1 Special
Mr. & Mrs. D. G. Donaldson	Baierno, Midlothian	1 Special
Mr. & Mrs. Stirling-Aird	Old Kippenross, Dunblane	1 Special
Mr. & Mrs. Gourley	Thornhill, Dumfries	1 Special
Mr. G. Douglas	Nr Kelso, Roxburghshire	1 Special
Lt. Col. D. J. Younger	Melrose, Roxburghshire	1 Special
Lord Younger	Stirling	1 Ambassador
Methven Tennis Club	Perth	2 Ambassador
Gorbals Leisure Club	Glasgow	6 Grand Prix Indoor T.C.
Virgin Active	Wearside	2 Grand Prix Indoor T.C.
Gleneagles Hotel	Auchterarder	4 Grand Prix indoor T.C.
Scotstoun Leisure Centre	Glasgow	8 Grand Prix indoor T.C.
Newlands Lawn T.C.	Glasgow	4 Grand Prix Indoor T.C.
Craiglockhart Tennis Centre	Colinton	6 Grand Prix Indoor T.C.
Stirling University	Stirling	2 Grand Prix Indoor T.C.
Newlands Tennis Club	Glasgow	4 Grand Prix Indoor T.C.
Mr & Mrs MacDonald	Edinburgh	1 Casolon
Mrs Wallace	Peterculter	1 Casolon
Mr Bowie	Prestwick	1 Casolon
Milton House	South Lanarkshire	1 Casolon
Kippie Lodge	Aberdeen	2 Casolon
Mr. Willoughby	Miegle	1 Casolon
Cruxfield House	Preston	1 Casolon
Stow Sports Council	Stow	1 Casolon
Bearsden Tennis Club	Glasgow	4 Casolon
Mr. Coffey	Isle of Jura	1 Casolon
St. Andrews T.C.	St. Andrews	3 Casolon
Mr. Corray	Aberdeen	1 Casolon
Gleneagles Hotel	Gleneagles	1 Casolon
Mr. Lovie	Fraserburgh	1 Casolon
Mr. MacDonald	Easter Kinkell	1 Casolon
Mr. Harrison	Balfour Castle, Orkney	1 Casolon
Broughty Ferry T.C.	Broughty Ferry	6 Casolon
Mr. L. Porter	Arbroath	1 Casolon
Falkirk Primary Schools	Falkirk	3 Casolon
Dalbeattie Tennis Club	Dalbeattie	3 Casolon

Mr. & Mrs. Langlands	Aberdeen	1 Casolon
Forfar House	Bathgate	1 Casolon
Mr. Porter	East Seaton	1 Casolon
Paradykes Primary School	Midlothian	1 Casolon
Bishopton Tennis Club	Bishopton	3 Casolon
Falkirk Schools	Falkirk	3 Casolon
Mr. Taylor	Newtyle	1 Casolon
Dalbeattie Tennis Club	Dalbeattie	3 Casolon
Hillpark Bowling & Tennis Club	Glasgow	3 Casolon
Mr. McCall	Pollockshields	1 Casolon
Mr. D. Poddar	Glasgow	1 Casolon
Benarty Community Centre	Ballingry	3 Casolon
Mr. Forbes	Kinneff	1 Casolon
Kippie Lodge	Aberdeen	2 Casolon
Victoria Quay	Edinburgh	1 Casolon
Tayport Tennis Club	Tayport	3 Casolon
Blair Atholl Trust	Perthshire	1 Casolon
Bearsden Lawn Tennis Club	Glasgow	4 Casolon
Stow Multi-Sport	Stow	1 Casolon
Guildtown Multi-Sport	Guildtown, Nr. Perth	1 Casolon
Larghan Park	Coupar Angus	3 Casolon
Mr. Flatters	Glassel Estate, Nr. Banchory	1 Casolon
Whitemuir Golf Club	Gleneagles Hotel, Auchterarder	1 Casolon
Fife Council	Lochgelly High School, Fife	2 Casolon
Mr. MacKinnon	Pittormie House, Balmullo, Fife.	1 Casolon
Newcastleton Polysport	Newcastleton	1 Casolon
Mr. J. & Lady Sara Collins	Symington, Ayrshire	2 Casolon
Mr. & Mrs. P. Burt	North Berwick, East Lothian	1 Casolon
Dowanhill Tennis Club	Dowanhill, Glasgow	3 Casolon
Troon Tennis Club	Troon, Strathclyde	3 Casolon
Kirkcaldy Lawn Tennis Club	Kirkcaldy, Fife	3 Casolon
Strathgryffe Tennis & S C	Houston, Renfrewshire	3 Casolon
Broomhill Lawn Tennis Club	Glasgow	4 Casolon
Milton Rovers Football Club	Carluke	2 Casolon
St. Andrews L.T.C.	St. Andrews, Fife.	3 Casolon
Cardoness Holiday Park	Gatehouse of Fleet, Castle Douglas	1 Casolon
Wairds Park	Johnshaven	2 Casolon
Kippie Lodge	Milltimber	2 Trojan
Barnton Park Lawn Tennis Club	Edinburgh	2 Trojan
Anstruther Tennis Club	Fife	4 Trojan
Barnton Park Lawn Tennis Club	Edinburgh	3 Trojan
Stepps Tennis Club	Stepps	3 Trojan
Hillhead Sports Club	Glasgow	3 Trojan
Waverley Tennis Club	Edinburgh	4 Trojan
Mr. Moncrieff	Fowlis	1 Trojan
Forfar House	Bathgate	1 Trojan
Craigmillar Park Tennis Club	Edinburgh	4 Trojan
Pitliver House	Nr. Dunfermline	1 Trojan
Uddingston Bowling & T.C.	Uddingston, Glasgow	4 Trojan
Mr. C. Ferrari	The Ridge, Pitfodels, Aberdeen	1 Trojan
Glasgow Academy	Windyedge Playing Fields	3 Trojan
Bridge of Allan Tennis Club	Bridge of Allan, Perthshire	2 Trojan
Mr. A. McKenzie-Smith	Myers Castle, Auchtermuchty, Fife.	1 Trojan

Aberdeen Petroleum Club	Kippie Lodge, Aberdeen	2 Trojan
Newlands Lawn Tennis Club	Glasgow	7 Trojan
Bennachie Leisure Centre	Insch	2 Trojan
Western Lawn Tennis Club	Glasgow	6 Trojan
Montrose Tennis Club	Montrose	3 Trojan
Dumfries Sports Club	Dumfries	4 Trojan
Mr. & Mrs. Morrissey	Gateside, By Beith	1 Trojan
Kirkcaldy Tennis Club	Kirkcaldy, Fife	3 Trojan
Brucehaven Tennis Club	Limekilns, Fife	2 Trojan
Glenfarg Tennis Club	Glenfarg	3 Trojan
Waverley TC	Edinburgh	4 Doe Mono Pro/Clubcourt
Kirkcaldy TC	Kirkcaldy	2 Doe Mono Pro/Clubcourt
Lomond Park TC	Edinburgh	5 Doe Mono Pro/Clubcourt
Lenzie TC	Lenzie	3 Doe Mono Pro/Clubcourt
West End TC	Dundee	3 Doe Mono Pro/Clubcourt
Stewarton TC	Stewarton	3 Doe Mono Pro/Clubcourt
Mr Balfour	Mains of Kynachan	1 Doe Mono Pro/Clubcourt
North Berwick TC	North Berwick	3 Doe Mono Pro/Clubcourt
Dean Tennis Club	Edinburgh	4 Doe Mono Pro/Clubcourt
Cults Lawn Tennis Club	Aberdeen	2 Doe Mono Pro/Clubcourt
West Kilbride Sports Club	West Kilbride	3 Doe Mono Pro/Clubcourt
Queens Park Tennis Club	Glasgow	5 Doe Mono Pro/Clubcourt
Weir Recreation LTC	Glasgow	4 Doe Mono Pro/Clubcourt
Giffnock Tennis Club	Giffnock	6 Doe Mono Pro/Clubcourt
Kippe Lodge	Peterculter	1 Doe Mono Pro/Clubcourt
Lorn Macneal Architect	Edinburgh	1 Doe Mono Pro/Clubcourt
Prestwick Sport & Leisure	Prestwick	4 Doe Mono Pro/Clubcourt
Kirkcaldy TC	Kirkcaldy	3 Olympus
Mr Grant	Old Dunira House, Comrie	1 Olympus
Mr Petrie	The Hillock, near Dundee	1 Olympus
Grange Tennis Club	Edinburgh	2 Olympus
Mrs Hanney	Carluith	1 Olympus
Mr McCreath	Newton Stewart	1 Olympus
Mr. Stock	Blairgowrie	1 Olympus
Mr. Grossart	Fife	1 Olympus
The Grange Club	Edinburgh	2 Olympus
Mr. Colin Montgomery	Drum of Garvock, Perthshire	1 Olympus
Mrs. & Mrs. McMahon	Culroy	1 Olympus
Mrs. Plowden	Humbie, East Lothian	1 Olympus
Mr. Pearson	Gullane	1 Olympus
Mr. Orr	Ballintaggart	1 Olympus
Mr. & Mrs. Whittle	Edinburgh	1 Olympus
Grange Tennis Club	Edinburgh	1 Olympus
Milngavie & Bearsden	Sports Club Glasgow	6 Olympus
Mr. & Mrs. Wallace	Inverness	1 Olympus
Mrs. Harper-Gow	Greenlaw, Inverness	1 Olympus
Titwood Tennis Club	Glasgow	2 Lano Grand Clay
Braid Tennis Club	Edinburgh	3 Lano Grand Clay
Broughty Ferry TC	Dundee	3 Lano Grand Clay
Peebles Lawn Tennis Club	Peebles	3 Lano Grand Clay
Skibo Castle	Dornoch	1 French Court Clay

Stirling University	Stirling	2 North European Clay
Lundin Links TC	Lundin Links	3 Tennitop Ace
Bertha Park	Perth	3 Tennitop Ace
Merkinch	Inverness	1 Tennitop Ace
Rothiemurchas TC	Aviemore	1 Covered Tennitop Ace
Rothiemurchas TC	Aviemore	3 Tennitop Ace
Mrs. Wood	Edinburgh	1 Tennitop Ace
Whinhill PS	Greenock	1 Double Tennitop Ace MUGA
Drumbowie Primary School	Falkirk	1 Tennitop Ace MUGA
Kilmacolm PS	Kilmacolm	1 Double Tennitop Ace MUGA
CAOL Campus	Fort William	3 Tennitop Ace MUGA
Resolis	Fort Augustus	1 Double Tennitop Ace MUGA
West Linton Tennis Club	West Linton	3 Match Play



Constructionline

Gold Member

CERTIFICATE OF MEMBERSHIP

Doe Sport North Ltd

Registration No: **51540**

Date Issued: **22nd of January 2021**

This certifies that the member named above has met pre-qualification requirements appropriate to public and private sector procurement.

A supplier's verification status is dynamic, this certificate proves the Supplier was verified to the named level on the day stated only. For the current status please check the Constructionline platform.



Constructionline

PO BOX 6441, Basingstoke,
Hampshire, RG21 7FN
0333 300 3066
constructionline.co.uk



012



CERTIFICATE OF REGISTRATION

This is to certify that

Doe Sport (North) Ltd

Quayside House
Dock Road
Methil Dock Business Park
Methil
Fife
KY9 3SR

has been audited and found to meet the requirements of standard
ISO 14001:2015 Environmental Management System

Scope of certification

The provision of design and construction of synthetic sports pitches, tennis courts and multi-use games areas (MUGAS).

Certificate number: 3266

Issue number: 2021-01

Certificate effective date: 15 October 2021

Certificate expiry date: 8 December 2024

Date of initial certification: 4 February 2020

Robert Veitch
Executive Vice President Fire & Building Products
Element Materials Technology

Issuing Office: Warringtonfire Testing and Certification Limited t/a BM TRADA Chiltern House, Stocking Lane, High Wycombe, Buckinghamshire, HP14 4ND, UK
Registered Office: 10 Lower Grosvenor Place, London, United Kingdom, SW1W 0EN Reg.No. 11371436

This certificate remains the property of BM TRADA. This certificate and all copies or reproductions of the certificate shall be returned to BM TRADA or destroyed if requested. Further clarification regarding the scope of this certificate and verification of the certificate is available through BM TRADA or at the above address or at www.bmtrada.com/certified-companies/check-a-certificate

The use of the UKAS accreditation mark indicates accreditation in respect of those activities covered by the accreditation certification number 012. For further information on bmtrada activities covered by UKAS accreditation please go to: <https://www.ukas.com/search-accredited-organisations>



012



CERTIFICATE OF REGISTRATION

This is to certify that

Doe Sport (North) Ltd

Quayside House

Dock Road

Methil Dock Business Park

Methil

Fife

KY9 3SR

has been audited and found to meet the requirements of standard
ISO 9001:2015 Quality Management System

Scope of certification

The provision of design and construction of synthetic sports pitches, tennis courts and multi use games areas (MUGAS).

Robert Veitch
Executive Vice President Fire & Building Products
Element Materials Technology

Certificate number: 7357

Issue number: 2021-01

Certificate effective date: 15 October 2021

Certificate expiry date: 8 December 2024

Date of initial certification: 9 December 2009

Issuing Office: Warringtonfire Testing and Certification Limited t/a BM TRADA Chiltern House, Stocking Lane, High Wycombe, Buckinghamshire, HP14 4ND, UK
Registered Office: 10 Lower Grosvenor Place, London, United Kingdom, SW1W 0EN Reg.No. 11371436

This certificate remains the property of BM TRADA. This certificate and all copies or reproductions of the certificate shall be returned to BM TRADA or destroyed if requested. Further clarification regarding the scope of this certificate and verification of the certificate is available through BM TRADA or at the above address or at www.bmtrada.com/certified-companies/check-a-certificate

The use of the UKAS accreditation mark indicates accreditation in respect of those activities covered by the accreditation certification number 012. For further information on bmtrada activities covered by UKAS accreditation please go to: <https://www.ukas.com/search-accredited-organisations>

CERTIFICATE OF MEMBERSHIP 2021

This is to certify that

Doe Sport (North) Ltd

is a

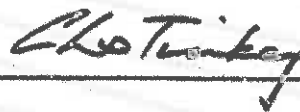
Principal Contractor

for the construction of

**Tennis Courts, Synthetic Pitches
and Multi-Sports Surfaces**



Jason Douglass, Chair



Chris Trickey, Chief Executive

RE: Ayr Lawn Tennis Club - Community Asset Transfer of Seafield Tennis Courts (owned by South Ayrshire Council)

Luke McGeechan <luke.mcgeechan@sportexgroup.co.uk>

Tue 12/10/2021 09:05

To: Mike Whiteford [REDACTED]

📎 1 attachments (91 KB)

Budget Price Schedule - Ayr Seaforth.pdf;

Hi Mike,

Please find attached our revised budget price schedule for the redevelopment of the existing polymeric tennis courts at Ayr Seafield. As requested, we have based this proposal on removing the existing polymeric and upgrading the courts with a new painted, porous asphalt layer inclusive of necessary associated works. I have itemised the price scheduled so you can see the anticipated scope of the project.

One variable to this project is probably the fencing. Our price schedule is based on replacing the fencing with new but the club may need this is not necessary, although the fencing is tired and dated. Should the club wish to keep the existing fence insitu, I would allow a budget of £3-4k to make good where possible.

Please note that our proposal includes for treating perimeter weeds at the fence line only.

Any questions please don't hesitate to come back to me or alternatively give me a call on the mobile.

Kind regards

*****Welcome to SPORTEX. Formerly known as Ecosse Sports, we're proud to be the first and only UK sports surfacing specialists to offer the full 360 lifetime requirements for all sports surfaces – installation, maintenance and sustainable recycling of end of life artificial turf.*****

Luke McGeechan
Commercial Director
SPORTEX Group



SURFACING | MAINTENANCE | RECYCLING

13-17 Abbotsinch Road | Grangemouth | Scotland | FK3 9UX

T: 0131 333 3030

M: 07917 725611

E: luke.mcgeechan@sportexgroup.co.uk

W: sportexgroup.co.uk



This electronic message contains information from SPORTEX Group which may be privileged or confidential. The information is intended to be for the use of the individual(s) or entity named above. If you are not the intended recipient be aware that any disclosure, copying, distribution, or use of the contents of this information is prohibited. If you have received this electronic message in error, please notify us by telephone or e-mail (to the numbers above) immediately.

Ayr LTC
 Court Reconstruction (Ayr Seafield) - Two Courts
 30/09/2021



Court Area	34m x 32m - 1088m2 (assumed)	Unit	Qty	Rate	Value
Prelims	Site set up, contractors compound, access	weeks	8	200.00	1,600.00
Preparation	Lift and remove from site, the existing polymeric surfacing	m2	1088	3.50	3,808.00
	Pierce existing asphalt at 450mm centres and backfill with pea gravel	m2	1088	1.56	1,697.28
	Remove existing post sockets	Set	2	150.00	300.00
	Remove existing kerbs and haunching	lm	132	6.00	792.00
Construction Works	Install bituminous tac coat to existing asphalt prior to overlaying	m2	1088	1.00	1,088.00
	Install new post sockets	Set	2	500.00	1,000.00
	Install new kerbs	lm	132	19.00	2,508.00
	Install wearing course of macadam	m2	1088	11.50	12,512.00
	Install new posts and nets	Set	2	400.00	800.00
	Supply and apply in two passes with a specialist sprayer SportsCote acrylic tennis court paint in two tone combination dark green/light green. Set out and paint 2nr. set tennis court play lines in white acrylic line paint. The court shall be marked out in accordance with the Rules of Tennis issued by the International Tennis Foundation. Run-backs and run-outs shall as far as possible be in accordance with LTA recommendations.	m2	1088	3.75	4,080.00
Surfacing					
	Supply and install new 3m high chainlink fencing with tubular posts complete with 1nr. Single pedestrian gate and 1nr. Double gate access. Includes removal of existing fencing.	lm	132	140.00	18,480.00
Fencing					

Total Budget Estimate £48,665.28

Notes

- * All costs exclude VAT at the appropriate rate
- * Costs are for budget purposes only and do not represent a formal offer to undertake any such works

RE: Ayr Lawn Tennis Club - Community Asset Transfer of Seafield Tennis Courts (owned by South Ayrshire Council)

Craig Mitchell <craig@doenorth.co.uk>

Mon 01/11/2021 08:26

To: 'Mike Whiteford' - [REDACTED]

See below Mike... [REDACTED]

Craig Mitchell
Estimating & Design Manager

Mob; 07717 575707



www.doesport.co.uk

Doe Sport (North) Ltd
Quayside House
Dock Road, Methil Dock Business Park
Methil, Fife, KY8 3SR
T: 01333 422205
F: 01333 424340
W: www.doesport.co.uk

Follow us on twitter: @DoeSportNorth



From: Mike Whiteford <thewhitefords@hotmail.co.uk>

Sent: 29 October 2021 16:35

To: Craig Mitchell <craig@doenorth.co.uk>

Subject: Re: Ayr Lawn Tennis Club - Community Asset Transfer of Seafield Tennis Courts (owned by South Ayrshire Council)

Hi Craig

Many thanks for the updated quote. At the site visit with Colin I mentioned that we intended moving the existing access gate position to a location adjacent to the net posts nearer the bowling clubhouse. This would enable us to get a power connection from the existing clubhouse for the smart access gate system. I have already obtained permission from the bowling club to connect to their electricity supply with a separate meter for the tennis club and also obtained a quote from a local electrician for the work required. Colin mentioned that Doe could provide and install a new gate and CIA could install the gate system. I presume this

is not included in your quote and I would be grateful if you could advise me of the cost of providing and installing the access gate in the proposed new location.

CIA have to supply & install the gate, however Doe undertake all the preparation works. We have to install a new frame for the gate inc all the underground preparation and CIA simply come along and install the system (inc gate) and hook up. We just need a 13a fused spur adjacent to the gate location.

The Extra over costs for the supply & Installation of new electronic access gate and all connections inc ensuring compatibility with lighting systems controls. Includes all cabinets and ducting. - £9,675.00 *

Other costs which you will need to account for direct with CIA are:

Annual maintenance cost - £320.00

Annual cloud costs - £66.00

Annual data contract - £215.40

Your quote only mentions the supply of one net but obviously we shall require two. Would this alter your quote? All equipment for both courts are included.

I would also be most interested if you could provide me as soon as possible with details and costs of an access gate that does not require power but can still be used with mobile devices to generate a unique access code so that we can consider the best option. I have asked CIA if this gate is now in operation and will advise upon receipt of their answer. I am not aware of any other system that offers this.

Many thanks.

Mike

Sent from my iPad

On 29 Oct 2021, at 14:19, Craig Mitchell <craig@doenorth.co.uk> wrote:

Hi Mike,

Thanks for your patience with this. Its just been an exceptionally busy period for me the last 2 months.

In any case, please see attached which I hope to be of interest.

Best regards

Craig Mitchell
Estimating & Design Manager

Mob; 07717 575707



Doe Sport (North) Ltd
Quayside House
Dock Road, Methil Dock Business Park

LTA Data Process System Design Proposal

Seafield Tennis Courts

Reference: 36196

Seafield Tennis Courts
Southpark Road
Ayr

02 November 2021

Presented by

Ian Keates

Telephone: 01285 651025



Security House • 82C Chesterton Lane • Cirencester • Gloucestershire • GL7 1YD
Tel: (01285) 651025 • Fax: (01285) 642155 • E: info@ciafireandsecurity.co.uk • www.ciafireandsecurity.co.uk
VAT Registration No. 575 9228 00 • Registered in England No. 6681403

Doe Sport (North) Ltd
Quayside House
Dock Road
Methil Dock Business Park
Methil, Fife
KY8 3SR

02 November 2021

Dear Craig

Re: Smart Gate Quotation for Seafield Tennis Courts

Thank you for choosing CIA Fire and Security Ltd. to quote for your LTA Data Process System.

Further to our site visit, we have the pleasure of submitting the enclosed quotation for your review. The quotation comprises:

- Section 1: System Design Proposal
- Section 2: Summary of Costs
- Section 3: Confirmation of Acceptance
- Section 4: Product

We hope our assessment meets with your approval and look forward to the opportunity of working with you in the near future.

Should you have any queries or would like information on the other services we provide, including Intruder, Fire, CCTV, Fire Extinguishers, Keyholding & Gate Automation, please do not hesitate to contact me.

CIA Fire & Security's Terms & Conditions are located on our website www.ciafireandsecurity.co.uk/terms-conditions. Sections 4, 5 and 8 provide details of your service contract. Please ask a member of our team should you require a hard copy.

Yours sincerely



Ian Keates
SmartAccess Manager
CIA Fire & Security Ltd.

Section 1: System Design Proposal

Site Address	Customer Details (Correspondence / Invoice Address)
Seafield Tennis Courts Southpark Road Ayr	Doe Sport (North) Ltd Quayside House Dock Road Methil Dock Business Park Methil, Fife KY8 3SR

The System Design Proposal is for a Smart Gate

System Type: LTA Data Process System

To supply and install online access control system with intergration to your venues Clubspark account:

Gate 01

- 1 No. Cloud Access Control Unit mounted beside the gate
- 1 No. Power Supply Unit
- 1 No. Keypad mounted on the gate frame
- 1 No. Bespoke gate and entrance with built in locking and door closer mechanism
- 1 No. 4G Router with roof mounted 4G antenna mounted in the control cabinet
- 1 No. Anti-Tamper strip
- 1 No. Keypad Shroud
- 3 No. 12 Volt Lighting Triggers
- 1 No. Clubspark Connection Fee

Labour & Material: £7,280.00

Others to Supply:

1. Provide a 13 amp switched fused spur mounted in a 500mm x 500mm 250mm deep externally rated cabinet by each gate location; our equipment is 12 vdc with a 2amp current draw.

The mains connection can take place after the gate installation, in this instance we shall provide the cabinet, at an additional charge of £130.00, and mount our equipment leaving a fly-lead for your electrical contractor to connect to and for them to power up the system, at this point they can call CIA to remotely configure the gate controls for you.

2. The venue is required to have its own Clubspark account in preparation for connection to the gate controls .
3. Should the lighting controls be required:

Your lighting contractor will need to install cabling from the existing lighting control terminations to the lighting relays, which will be installed by CIA situated in the Controller Enclosure Housing, which will allow for full light automation, these triggers are din rail mounted with a permanent 0vdc and switchable 12vdc triggers.

4. The old gate will be removed by CIA as a part of the installation and secured to the court fence for the venue to dispose of.

Section 2: Summary of Costs

Tennis Court Gate	£7,280.00
Maintenance	£ 320.00 per annum
Cloud Costs	£ 66.00 per annum
Data Contract	£ 215.40 per annum
Initial Contract Term	36 Months (Non-Refundable)
Rolling Contract Term	3 Months' Notice Required



Payment Term Conditions

- The installation invoice is due no later than 7 days after the invoice date.
- Preventative maintenance invoices are to be paid monthly or annually via direct debit.
- Corrective maintenance and system additions are to be paid in full by direct debit.
- A direct debit mandate will be sent at time of acceptance. Prior to any work commencing, please complete this form and return it to our CIA office via post or email, for the attention of Accounts Department (Accounts@ciafireandsecurity.co.uk). Please note Direct Debits can also be set up over the telephone.

Please note the featured prices exclude VAT.

Acceptance

- Should you like to go ahead with your quotation, please contact our office and request to speak with either Charlotte or your nominated Business Manager.
- Please complete Section 3 and return back to CIA as per instructions.

System Cancellation

- Should you wish to cancel the agreement no refund will be made available in the first year.
- If you are paying your first years' service and monitoring costs via direct debit and opt to cancel your contract in the first year, you must pay all outstanding months in full; that is, to see your first-year contract through.
- Should you cancel after the first-year charges will be refunded for the remaining period, plus three months' cancellation fee. Please note, any cancelled contract must be confirmed in writing by the client.

Section 3: Confirmation of Acceptance

Quotation & Acceptance → Customer Copy

Date	02 November 2021
Specification No.	36196
Customer Name	Doe Sport (North) Ltd Quayside House Dock Road Methil Dock Business Park Methil, Fife KY8 3SR

Installation Charges

Tennis Court Gate	£7,280.00
Maintenance	£ 320.00 per annum
Cloud Costs	£ 66.00 per annum
Data Contract	£ 215.40 per annum

VAT: All payments are subject to VAT at the prevailing rate.

Agreement: The works detailed in this document are subject to the following terms. This Quotation is made upon and subject to the terms below and should be signed by you or on your behalf and returned to the Company. This Quotation is not an Offer, and is based on the Costs of Labour and Materials prevailing at the Date of Tendering and is valid for a period of One month from this date.

For and behalf of CIA Fire and Security Ltd.	<i>Jan Keates</i>
--	-------------------

I / we the customer accept this Quotation on the above basis and have read and understood the enclosed terms and conditions. We will accept Purchase Orders, Purchase Order Numbers and e-mail acceptance (please quote our specification number in all correspondence) and will have expected that you have read and understood the terms and conditions in this document.

Customer Completion

Name of Customer or his / her authorised representative	
Signature of Customer or his / her authorised representative	
Date	
Purchase Order Number	

Please sign the Confirmation of Acceptance and return this page to: lta@ciafireandsecurity.co.uk

Section 4: Product

Readers

Readers are used in association with a central control logging facility. In addition they may be used in specific association with access point hardware. Both types provide the following features:

- Indication of access granted
- Physical tamper detection and malicious damage protection where mounted externally
- Capability to respond to valid entry procedure within 2 seconds.
- Relocking of access point if not used with predetermined time.

Access Point Hardware

Access point mechanisms are selected in accordance with the environment conditions they are to be installed in and classification, anticipated use and duty cycle.

The following considerations are made when specifying access point hardware:

- Temperature
- Humidity
- Corrosion
- Vibration
- Dust and other contamination
- Physical abuse
- Transfer of electrical connections
- Safety precautions
- Door closing mechanisms

Control Equipment

The control equipment panel and system software/database should be protected from unauthorized interference and displayed data should not be visible to unauthorized persons.

Other considerations made are:

- Operational and environmental requirements
- Logging requirements
- Blocking/invalidation of tokens
- Back up of database
- Programming of time/zone restrictions
- Power failure contingency
- Maintenance

LTA Data Process System Design Proposal

Seafield Tennis Courts

Reference: 36196

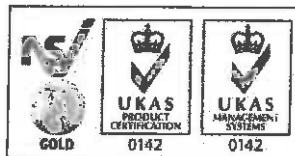
Seafield Tennis Courts
Southpark Road
Ayr

02 November 2021

Presented by

Ian Keates

Telephone: 01285 651025



Security House • 82C Chesterton Lane • Cirencester • Gloucestershire • GL7 1YD
Tel: (01285) 651025 • Fax: (01285) 642155 • E: info@ciafireandsecurity.co.uk • www.ciafireandsecurity.co.uk
VAT Registration No. 575 9228 00 • Registered in England No. 6681403

Doe Sport (North) Ltd
Quayside House
Dock Road
Methil Dock Business Park
Methil, Fife
KY8 3SR

02 November 2021

Dear Craig

Re: Smart Gate Quotation for Seafield Tennis Courts

Thank you for choosing CIA Fire and Security Ltd. to quote for your LTA Data Process System.

Further to our site visit, we have the pleasure of submitting the enclosed quotation for your review. The quotation comprises:

- Section 1: System Design Proposal
- Section 2: Summary of Costs
- Section 3: Confirmation of Acceptance
- Section 4: Product

We hope our assessment meets with your approval and look forward to the opportunity of working with you in the near future.

Should you have any queries or would like information on the other services we provide, including Intruder, Fire, CCTV, Fire Extinguishers, Keyholding & Gate Automation, please do not hesitate to contact me.

CIA Fire & Security's Terms & Conditions are located on our website www.ciafireandsecurity.co.uk/terms-conditions. Sections 4, 5 and 8 provide details of your service contract. Please ask a member of our team should you require a hard copy.

Yours sincerely



Ian Keates
SmartAccess Manager
CIA Fire & Security Ltd.

Section 1: System Design Proposal

Site Address	Customer Details (Correspondence / Invoice Address)
Seafield Tennis Courts Southpark Road Ayr	Doe Sport (North) Ltd Quayside House Dock Road Methil Dock Business Park Methil, Fife KY8 3SR

The System Design Proposal is for a SmartAccess Lite

System Type: LTA Data Process System

To supply and install offline SmartAccess Lite access control system with Clubspark intergration.

The venue will provide its own Codelock Portal Web account in order to link the gate to the Clubspark platform and pre-purchase batches of codes to be utilised on their venue:

Gate 01

- 1 No. Bespoke gate and entrance with built in locking and door closer mechanism
- 1 No. Codelocks Smart Lock with free to exit handle and key override
- 1 No. Anti-Tamper strip
- 1 No. Keypad Shroud
- 1 No. Clubspark Connection Fee

Labour & Material: £5,570.00

Netcode pricing structure

100 Netcode Credits	£ 15.75
1000 Netcode Credits	£147.00
2500 Netcode Credits	£325.00
5000 Netcode Credits	£600.00

Venue Details:

- The system has been designed on receipt of an email from Craig Mitchell of Doe Sport (North) Ltd
- The venue has unknown quantity of courts
- Gate 1 gives access to all courts
- The Fence colour is to be confirmed

Routine Maintenance Frequency & Cost:

- Each access control system is to be maintained in accordance with a planned preventative maintenance schedule and code of practice. The preventative maintenance frequency for access control systems of this form is annually; that is, 12 months from the month in which the installation was completed.

- Routine Maintenance is:

- To be invoiced annually in advance;
- Based on one gate;
- Based on a three year rolling contract;
- Subject to a standard annual inflation rate;
- To be paid in monthly instalments via direct debit or in full, within 30 days of the invoice date.

- The Routine Maintenance charge comprises:

- 1 x Annual Preventative Maintenance Service Visit & Technical Phone Support
- No mileage charge will be incurred for preventative maintenance works.

Callout:

Requests for reactive maintenance and callouts will be categorised by CIA and will be classified either:

- Emergency** Faults where access to the tennis court is prevented → 48 hour response
- Urgent** Faults where access is still permitted but reporting is inhibited → 72 hour response
- Routine control** Faults that have no immediate impact upon the use and reporting mechanism of the access
→ 96 hour response

Callout Premiums		Charge
Normal Working Hours	First Hourly Charge Attendance Fee – Normal Working Hours (Mon-Fri 08:00 – 17:00 excl. Bank Holidays) - No mileage charge will be incurred for corrective (callout) works.	£160.00
	Standard Half Hourly Labour Rate	£35.00

Section 3: Confirmation of Acceptance

Quotation & Acceptance → Customer Copy

Date	02 November 2021
Specification No.	36196
Customer Name	Doe Sport (North) Ltd Quayside House Dock Road Methil Dock Business Park Methil, Fife KY8 3SR

Installation Charges

SmartAccess Lite Gate Installation	£5,570.00
Maintenance	£ 320.00 per annum

VAT: All payments are subject to VAT at the prevailing rate.

Agreement: The works detailed in this document are subject to the following terms. This Quotation is made upon and subject to the terms below and should be signed by you or on your behalf and returned to the Company. This Quotation is not an Offer, and is based on the Costs of Labour and Materials prevailing at the Date of Tendering and is valid for a period of One month from this date.

For and behalf of CIA Fire and Security Ltd.	<i>Jan Keates</i>
--	-------------------

I / we the customer accept this Quotation on the above basis and have read and understood the enclosed terms and conditions. We will accept Purchase Orders, Purchase Order Numbers and e-mail acceptance (please quote our specification number in all correspondence) and will have expected that you have read and understood the terms and conditions in this document.

Customer Completion

Name of Customer or his / her authorised representative	
Signature of Customer or his / her authorised representative	
Date	
Order Number	

Please sign the Confirmation of Acceptance and return this page to: ita@ciafireandsecurity.co.uk

Section 4: Product

Readers

Readers are used in association with a central control logging facility. In addition they may be used in specific association with access point hardware. Both types provide the following features:

- Indication of access granted
- Physical tamper detection and malicious damage protection where mounted externally
- Capability to respond to valid entry procedure within 2 seconds.
- Relocking of access point if not used with predetermined time.

Access Point Hardware

Access point mechanisms are selected in accordance with the environment conditions they are to be installed in and classification, anticipated use and duty cycle.

The following considerations are made when specifying access point hardware:

- Temperature
- Humidity
- Corrosion
- Vibration
- Dust and other contamination
- Physical abuse
- Transfer of electrical connections
- Safety precautions
- Door closing mechanisms

Control Equipment

The control equipment panel and system software/database should be protected from unauthorized interference and displayed data should not be visible to unauthorized persons.

Other considerations made are:

- Operational and environmental requirements
- Logging requirements
- Blocking/invalidation of tokens
- Back up of database
- Programming of time/zone restrictions
- Power failure contingency
- Maintenance

19 Mossgreen Place
 Mossblown
 Ayr
 KA6 5DU

Tel 01292521228
 Mob 07885485159
 EMAIL dabrennan1958@gmail.com
 www.dabsparky.co.uk

31



David A. Brennan Ltd

Electrical Contractors, Installations, Maintenance, Repairs

ESTIMATE

Customer

Company: Seafield Tennis Courts

Name: Mr M. Whitefors

Date: 21/12/2020

Address: Arrol Drive,
 Ayr KA7 4AZ.

County:

Qty	Description	Terms	30Days/invoice date
	To instal power supply for gate access at Seafield Tennis Courts, Arrol Drive, Ayr.		
2	647 x 436mm GRP enclosures.		
1	RCD enclosure complete with 16amp MCB.		
15mts	2.5mm 3 core SWA.		
1	Gland pack.		
3mts	41 x 41 galvanised uni-strut.		
	Excavation & back filling of trench.		
1	Solid state reconditioned power meter.		
	Total materials & labour.		£955.60
		SubTotal	£955.60
		VAT 20.00%	£191.12
		TOTAL	£1,146.72



Company VAT Number: 617 3540 50

Tennis Courts

New all-weather floodlit tennis courts

We are delighted to support the three new all weather floodlit tennis courts in Argyll Park, Alexandria, by the Vale of Leven Swimming Pool.

Tennis balls can be purchased from the Vale of Leven Swimming Pool.

Please note - we don't offer racket hire.

[Join now & save ££s](#)

Tennis Coaching for Children and Adults!

A coaching provider is now in place with sessions for children and adults!

GorDan's Tennis is commencing from 18th October 2021. Click on the button below for more information and to sign up!

[NEW! Tennis Coaching](#) 

Non-member use

- Free use at off-peak times Monday to Friday 9am to 4pm (£8.50 per hour at other times).

How to book a court



Click the image to download the app



1. Sign up for a free Lawn Tennis Association membership on the [LTA ClubSpark](#) website
2. Download the ClubSpark app from your app store
3. Use your Lawn Tennis Association registration details to log in and book
4. You will receive an access code to gain entry to the courts (floodlights are included when appropriate).

View the booking and usage [terms and conditions](#)

See the [FAQ](#) page for more information

What should I do if I arrive at the courts and someone is on the court and refusing to leave?

You should report this to the Duty Officer at the Vale of Leven Swimming Pool.

How much is a membership and how do I become a member?

Adult Membership - £102

Junior Membership (U 18) - £51

Memberships last for 12 months from the date you join. You will receive an automatic email when your membership is needing renewed.

To become a member click the [ClubSpark Link](#) and follow the instructions

What are the benefits of having a membership?

You can use the LTA Rally App or website to quickly book courts whenever you wish and there is no additional cost. You would also save considerably if you plan on using the courts regularly.

Are there any times when the courts are free to use?

Yes. Courts are free to use from Monday to Friday between 9am and 4pm

How do players get access during the times the courts are free?

You still need to book a court via the online system. Go to the LTA Rally website and book the court. The system will not ask for a payment and it will provide you with a code to gain access via the entrance gate.

Are the courts floodlit?

Yes, all three courts are floodlit. There is no additional cost for the floodlights

Are there Tennis coaching programmes?

A coaching provider is now in place with sessions for children and adults!

GorDan's Tennis is commencing from 18th October 2021. Visit [GorDan's Tennis / Junior coaching_\(lta.org.uk\)](#)

Further coaching programmes and come and try sessions will be organised in the future

Are you selling equipment?



Tennis balls will be available to purchase from the Vale Pool including yellow balls for adult and juvenile play, red balls for 4-6 year olds and orange balls for 7-9 year olds.

Is there toilet or changing provision?



There is no changing provision, players should turn up ready to play. Players can use the toilets at the Vale Pool when it's open.

[Is there anything wrong with this page?](#)

ALTC

Ayr Lawn Tennis Club

Charity no. SC049014

Ayr Lawn Tennis Club advertising and promotion proposals for the redeveloped Seafield Tennis Courts to encourage community involvement.

WORKING WITH SAC.

Engagement and cooperation with SAC to make the booking app easily available and promoted on the SAC website.

FACEBOOK

Events and activities including the Coaching Programmes are currently advertised via the coaches Facebook and Instagram pages “Gillian McIlroy Tennis “and these are then shared via the Ayr Lawn Tennis Club Facebook page. The Tennis Ayrshire Facebook page is another place to advertise the facility.

WEBSITE

Events and activities are posted on the Ayr Lawn Tennis Club Website and similarly Seafield Tennis Courts can be advertised within this website :

<https://clubspark.lta.org.uk/ayrlawntennisclub>

LOCAL PRESS

Ayrshire sport section journalist Lewis Moynihan

████████████████████ is the club's current contact for promoting events, activities, results within the local press including Ayrshire Post and Ayr Advertiser. Tennis at Seafield could also be promoted by this method.

ALLOWAY & DOONFOOT GOING OUT MAGAZINE

This local magazine is distributed to all households within Alloway, Doonfoot and Seafield. Ayr Lawn Tennis Club can advertise events and activities in the publication including the promotion of Seafield Tennis Courts for use by the public.

EXTERNAL NOTICEBOARDS

Events and activities occurring at the club are also advertised on the noticeboard outside the tennis courts in Southpark Road. A similar noticeboard will be made available outside the courts at Seafield containing all relevant information for club members and the general public. The club can also put posters in Alloway Library, Carnegie Library, the Citadel, Alloway Post Office, Alloway Chemist, Cambusdoon Cricket Club and other local Community noticeboards and Church Halls.

ACTIVE SCHOOLS LIAISON

Ayr Lawn Tennis Club supports tennis coaching within some of the local primary schools in South Ayrshire and this occurs by liaison between the Club Coach and Active School Coordinators. Promotion of tennis and the courts at Seafield could be issued via this network and through leafletting local schools.

MONTHLY eNEWSLETTER

A monthly newsletter is prepared and issued via email to all club members who will be encouraged to spread the word regarding the availability of Seafield Tennis Courts.

WESTSOUND RADIO STATION

The club would also be able to promote the opening of the new facility at Seafield with public access by using local radio and by holding an Open Day at the courts.

Reports and valuation

1. Condition report
2. Valuation survey

CS000600 CONDITION SURVEY REPORT

Survey Description: Seafield Tennis Court

Site: L3003 - Seafield Tennis Club

Address: Carwinshoch View
Ayr
KA7 4BD

Number of Buildings: 0

Number of Rooms: 0

Surveyor: Stuart Taylor - Surveyor

Survey Date: 15/06/2021

Survey Status: COMPLETE

Weather:

Score: C - 40-60% 40-60%

Score Comments: Generally in reasonable condition, with exception of playing surface and posts.

General Summary: Elastisol finish to tennis courts is generally beyond design life and has failed to localised areas. This type of surface cannot be repaired, therefore full replacement is required. In addition to this, some routine maintenance is required to the perimeter fencing and access path.

Mechanical Summary: n/a

Electrical Summary: n/a



Identified Work Summary

Identified Work Element	Identified Work Element Total By Priority						Totals
	Not Selected	1	2	3	4	5	
01 - Roofs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02 - Floors and stairs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
03 - Ceilings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04 - External walls windows and doors	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 - Internal walls and doors	0.00	0.00	0.00	0.00	0.00	0.00	0.00
06 - Sanitary services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
07 - Mechanical	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08 - Electrical Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09 - Redecorations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10 - Fixed internal facilities, furniture, fittings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11 - External areas	0.00	1,150.00	6,020.00	0.00	0.00	0.00	7,170.00
12 - Outdoor Sports facilities & Fixed Furniture	0.00	0.00	31,500.00	0.00	0.00	0.00	31,500.00
13 - Specialist Survey by Building Surveyor	0.00	0.00	0.00	0.00	0.00	0.00	0.00
14 - Fixed Temporary Structure	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Totals:	0.00	1,150.00	37,520.00	0.00	0.00	0.00	38,670.00

Identified Work Details (by location)

Building:									
Room	Element	Sub-Element	Item	Cnd	Pri		Code	Cost (£)	
	11 - External areas	EFEN - Walls, Fencing & Gates	WELFE - Weldmesh	C	1	Defect	Section of fence has been cut by vandals and a temporary repair undertaken.	IW00154827	
						Remedy	Allow to remove defective section of weldmesh and replace with matching type.		200.00
	11 - External areas	EFEN - Walls, Fencing & Gates	WELFE - Weldmesh	B	2	Defect	Spot corrosion is evident throughout to entrance gate and posts of fencing. One post to the North East corner is in particularly poor condition.	IW00154826	
						Remedy	Allow to replace corroded post to North East corner, and treat all other corrosion with primer.		500.00
	11 - External areas	EFEN - Walls, Fencing & Gates	WELFE - Weldmesh	B	2	Defect	Fencing requires general overhaul to tighten up wires, particularly to top level of mesh which has separated from that below.	IW00154828	
						Remedy	Allow to overhaul fencing, say 140lm @ £20/m.		2,800.00
	11 - External areas	EPATH - Paths & Paved Pedestrian Areas	PGRAV - Gravel Footpath	B	2	Defect	Main access path from boundary to side of court, requires a general tidy up and additional stone added.	IW00154829	
						Remedy	Uplift and renew gravel paving. 60.00 m2 @ 12.00		720.00

Building:									
Room	Element	Sub-Element	Item	Cnd	Pri			Code	Cost (£)
	11 - External areas	OTHER - Other	OTHER - Other	C	1	Defect	Weed growth is evident between perimeter kerb and haunching to East boundary.	IW00154822	
						Remedy	Remove all vegetation, say 10lm and allow for any repairs required to haunching on completion. Allow £25/m		250.00
	11 - External areas	OTHER - Other	OTHER - Other	C	1	Defect	Weed growth is evident between perimeter kerb and haunching to North boundary.	IW00154823	
						Remedy	Remove all vegetation, say 28lm and allow for any repairs required to haunching on completion. Allow £25/m		700.00
	11 - External areas	OTHER - Other	OTHER - Other	C	2	Defect	Concrete haunching to the kerbing at southern boundary has generally failed throughout and breaking up.	IW00154821	
						Remedy	Break out and renew circa 40lm of concrete haunching @ £50/lm		2,000.00
	12 - Outdoor Sports facilities & Fixed Furniture	EXFF - External Fixed Furniture	OTHER - Other	C	2	Defect	Posts for nets of both courts have surface corrosion throughout.	IW00154825	
						Remedy	Allow to replace these, along with nets, as part of the works to renew surfacing.		1,500.00

Building:								
Room	Element	Sub-Element	Item	Cnd	Pri		Code	Cost (£)
	12 - Outdoor Sports facilities & Fixed Furniture	SPIT - Sports Pitches	OTHER - Other	C	2	Defect	Elastosol surface forming tennis courts is generally beyond design life and failed to localised areas.	W00154824
						Remedy	This surfacing can not be repaired. Therefore, allow to strip and renew with a layer of bitmac. Budget cost for this provided by Mark Oakley of Hunter Construction.	
								30,000.00
Total Cost (£):								38,670.00



Client: South Ayrshire Council

Date of Valuation: 22 June 2021

Property: Seafield Tennis Courts, Auchentrae
Crescent
Ayr KA7 4BD

TABLE OF CONTENTS

1.0	Confirmation of Instructions
2.0	Location
3.0	Description
4.0	Areas
5.0	Services
6.0	State of Repair
7.0	Statutory Enquiries
8.0	Tenure
9.0	Environmental Considerations
10.0	Valuations
11.0	Special Valuation Assumptions
12.0	Limitation and Publication
Appendix 1	Terms and Conditions of Engagement
Appendix 2	Location Plan
Appendix 3	Photographs
Appendix 4	Definitions of Value
Appendix 5	Scope of Work and Valuation Assumptions

1. CONFIRMATION OF INSTRUCTIONS

1.1 Introduction

We refer to your instructions of 21 June 2021 and our Terms and Conditions of Engagement dated 23 June 2021 a copy of which is reproduced in Appendix 1. We understand that a Summary Valuation is sufficient for current purposes and that a more detailed Valuation Report is not required.

In accordance with these instructions, an inspection of the property was undertaken by Kevin N Bell BSc MRICS, acting as an external valuer, on 22 June 2021. The extent of the inspection carried out is as described in the attached Scope of Work and Valuation Assumptions and any specific limitations will be outlined within this summary report.

We can confirm Kevin N Bell BSc MRICS (an RICS Registered Valuer) has the necessary knowledge and expertise to provide the advice required.

This report has been prepared in accordance with the RICS - Global Standards 2020 incorporating the IVSC International Valuation Standards.

1.2 Date of Valuation

22 June 2021

1.3 Conflict of Interest

We are not aware of any conflict of interest that would preclude us from providing the valuation advice requested.

1.4 Professional Indemnity

J & E Shepherd maintain Professional Indemnity Insurance with various Lloyds Syndicates and London Company Markets led by Zurich Insurance Plc with a limit of indemnity set at a level which is proportionate to the instruction as fully outlined within the Terms and conditions of Engagement previously provided and appended to this report.

1.5 Purpose of Valuation

This summary report is provided for a potential Community Asset Transfer.

Whilst this report may be suitable for secured lending purposes, any lender wishing to rely upon its contents should instruct this Firm to prepare a further report which addresses the lenders specific reporting assumptions and requirements.

1.6 Interest Valued

Heritable (Scottish equivalent of English Freehold).

1.7 Basis of Value

Our Valuation has been prepared to determine Market Value with vacant possession.

1.8 Sources of Information

For the purpose of this valuation we have considered and relied upon a range of information provided to us which we have assumed to be true and correct.

1.9 Scope of Work and Valuation Assumptions

The scope of work and valuation assumptions adopted for the purposes of this report are set out in Appendix 5.

1.10 Verification

Before any financial transaction is entered into the validity of the assumptions that we have adopted should be verified. Any variation should be referred to us immediately, as this could impact the valuation(s) reported.

2. LOCATION

Ayr is located on the Clyde coast around 40 miles south west of Glasgow in the South Ayrshire Council area. The town has a resident population of around 46,800 with the South Ayrshire Council area having a population of around 112,000. Accessibility has improved with the M77 upgrade around 15 years ago.

Ayr is the main shopping and administrative centre for the area and in addition, is a traditional Clyde Coast holiday resort. Consequently, the town benefits from a wide range of services and facilities.

In addition to good road links the town has a mainline railway station and lies adjacent to Prestwick International Airport.

The retailing patterns have altered within Ayr town centre in recent times with the prime retail areas moving south towards the Ayr Central shopping development which offers 350,000sq.ft of retail and underground car parking.

Ayr's original covered shopping mall, The Kyle Centre, has recently closed and is due to be redeveloped as a cinema and licensed/leisure venue although plans for this have stalled.

As with the majority of medium sized Scottish towns there are a significant volume of vacant shop units within the town centre primarily in the prime retailing area and this is unlikely to change.

The subjects are located in the Seafield district of Ayr, a popular and long established residential area set approximately 2 miles south of the town centre and adjacent to the beach.

The subjects are located adjacent to a local bowling club and unrestricted on-street car parking is available in the area.

The location of the property is shown on the appended Location Plan within Appendix 2.

3. DESCRIPTION

The asset to be valued comprises Seafield Tennis Courts with the subjects comprising two full sized courts set within a regular shaped level site bound by metal post and wire fencing with access via a pedestrian gate.

The subjects are set within a larger landscaped area and we note that access is available via a gravel pathway from the south west .

The landscaped area is outwith the perimeter of the tennis courts whilst in addition the bowling club immediately north is also outwith the subjects of survey.

Photographs are enclosed at Appendix 3.

4. AREAS

We note from information provided that the tennis court area is 0.11 hectares (0.27 acres).

5. SERVICES

We assume that there is no service provision available to the subjects.

6. STATE OF REPAIR

We have not been instructed to provide a report upon the structure and fabric of the property however a visual, non disruptive inspection of the subjects was undertaken for the current purposes.

When arriving at our valuation the general condition of the subjects has been considered however it is beyond the scope of this summary to provide detail in this regard.

Unless otherwise stated, when arriving at our valuations we have assumed that there are no defects pertaining to the site that would impact on the values. The above should not be considered as an exhaustive list. Should detailed reports on the condition of the property be required or where specialist advice is recommended, our Building Consultancy Department would be pleased to deal with this on receipt of further written instructions.

7. STATUTORY ENQUIRIES

7.1 Structure and Local Plan

The subjects are covered by the South Ayrshire Local Development Plan which was adopted on 23rd September 2014. Within said Plan and the Modified Proposed LDP the tennis court is identified as an area of open space.

7.2 Current Planning Use/Consent(s)

As noted above we consider the subjects will remain in use as a tennis court for the foreseeable future.

7.3 Rateable Value

The subjects are not assessed for rating purposes.

7.4 Other Matters

When arriving at our valuations we have assumed that the property has an unimpeded right of access onto an adopted highway and that any/all necessary licences and consents are in place for usage and any alterations. We have assumed that the subjects comply with all relevant legislation including (but not exclusively) the Fire (Scotland) Act 2005 and The Equality Act 2010 and that if/when listed or in a conservation area that there would be no issues which would impact on value. This should however be checked and changes may impact on the values reported.

8. TENURE

Assumed Heritable (Scottish equivalent of English Freehold). We have not had sight of a report on title and assume that the title deeds contain no onerous or restrictive conditions and that the existing use complies fully with current planning law.

9. ENVIRONMENTAL CONSIDERATIONS

We have carried out no environmental investigations and we have assumed that there is no existence of contamination or site/ground condition issues which would affect value. Similarly we have assumed that there are no Asbestos, Radon Gas, Japanese Knotweed or other invasive species issues that would affect value.

We have not had sight of the EPC for the property and for the purposes of this summary have assumed there are no issues in this regard.

When arriving at our valuations we have assumed that there is no history of flooding, no flood issues that would impact on the property and that the property can obtain insurance. Should this not prove to be correct it may impact on the values reported herein and we would recommend further checks are made.

We have made no investigations with regard to whether the property is within an area where coal mining has taken place and for the purposes of this summary we have assumed that there are no issues or risk of movement from underground mine workings in this regard however would recommend that further checks are made.

We reserve the right to amend our valuations on sight of any further information with regard to any of these items as noted herein and above.

10. VALUATIONS

Our valuation(s) have been prepared in accordance with the Royal Institution of Chartered Surveyors (RICS) - Global Standards 2020 incorporating the IVSC International Valuation Standards. Any departures from this will be clearly stipulated within our report. All valuations will be carried out under the definitions of the various valuation bases set out by the RICS, which are appended.

10.1 Market Value

We are of the opinion that the Market Value of the property with vacant possession as at 22 June 2021, may be fairly stated as being in the sum of **£5,000 (Five Thousand Pounds)**.

The outbreak of Covid-19, declared by the World Health Organisation as a Global Pandemic on the 11th March 2020, has and continues to impact many aspects of daily life and the global economy – with real estate markets continuing to experience lower levels of transactional activity and liquidity. Travel, movement and operational restrictions have been implemented by many countries and in some cases, 'Lockdowns' have been applied to varying degrees and to reflect further waves of Covid-19. Although these new waves may imply a new stage of the crisis, they are not unprecedented in the same way as the initial impact. The pandemic and the measures taken to tackle COVID-19 continue to affect economies and real estate markets globally albeit as at the date of valuation property market are mostly functioning again.

We continue to be faced with an unprecedented set of circumstances caused by COVID-19. In the case of the subject property(ies), as at the date of valuation, transaction volumes and relevant evidence are at an insufficient level upon which to base our judgement. Accordingly our valuation is reported as being subject to 'Material Valuation Uncertainty' as set out in VPS 3 and VPGA 10 of the RICS Valuation - Global Standards. Consequently, less certainty - and a higher degree of caution - should be attached to our valuation(s) than would normally be the case.

For the avoidance of doubt, the inclusion of this explanatory note (and where applicable) the 'Material Valuation Uncertainty' declaration above does not mean that the valuation(s) cannot be relied upon. Rather, the declaration has been included to ensure transparency and to provide further insight as to the market context under which the valuation opinion(s) was prepared. In recognition of the potential for market conditions to move rapidly in response to changes in the control or future spread of COVID-19 we highlight the importance of the valuation date and recommend that you keep the valuation/s contained within this report under frequent review.

The above mentioned valuation figure makes no allowance for any effect on value of the imposition of Value Added Tax on some property transactions.

11. SPECIAL VALUATION ASSUMPTIONS

In arriving at our opinion of value we have assumed that the subjects of survey will remain either in their current use as a tennis court or as open space with no prospect of planning consent for change of use.

We also assume the subjects extend to the footprint shown on the location plan with the landscaped areas to the perimeter outwith the asset to be valued.

On balance we consider Seafield Tennis Courts to have limited saleability and this is reflected in the valuation figure reported.

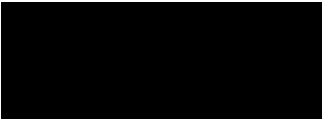
12. LIMITATION AND PUBLICATION

This valuation report is prepared solely for the use of the named client. No responsibility is accepted to any other party for the whole or any part of its contents. It may be disclosed to other professional advisors assisting in respect of the purpose for which the valuation is prepared.

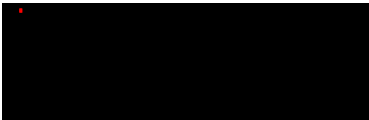
Neither whole nor any part of this valuation report, nor any reference thereto may be included in any published document, without the valuer's written approval over the form and context which it may appear.

We trust that this report will be satisfactory for your present purposes.

Yours faithfully


.....
Inspected and Prepared By
Kevin N Bell BSc MRICS
Partner
RICS Number: 0070497
For and on behalf of J & E Shepherd
Chartered Surveyors

25 June 2021


.....
Steven W Barnett BLE FRICS
Managing Partner
RICS Number: 0103034
For and on behalf of J & E Shepherd
Chartered Surveyors

25 June 2021

APPENDIX 1 - TERMS AND CONDITIONS OF ENGAGEMENT

COMMERCIAL SUMMARY VALUATION REPORT TERMS AND CONDITIONS OF ENGAGEMENT

J & E Shepherd
22 Miller Road, Ayr KA7 2AY



To: David Anderson, South Ayrshire Council, Newton House, 30 Green Street, Ayr KA8 8BH

Date: 23rd June 2021

Dear Sir

We write to confirm your instructions to inspect and provide a summary valuation report of the property at: -

PROPERTY TO BE VALUED:	Seafield Tennis Courts, Ayr
INTEREST TO BE VALUED:	Heritable (Scottish equivalent of English Freehold) Interest.
PURPOSE OF VALUATION:	For Internal purposes.

The instruction is based on the following information and is subject to the undemoted Terms and Conditions of Engagement.

INSTRUCTING PARTY:	David Anderson
CLIENT:	South Ayrshire Council
PRICE QUOTED/AGREED:	N/A
CLASSIFICATION OF PROPERTY:	Leisure Site
STATUS OF VALUER:	RICS Registered External Valuer
DATE OF VALUATION:	22 nd June 2021
SPECIAL ASSUMPTIONS:	n/a
INFORMATION TO BE RELIED UPON:	We have relied upon a site plan provided by the client.
REPORT TYPE:	Summary Valuation Report
SURVEYOR:	Kevin N Bell BSc MRICS
ACCESS ARRANGEMENTS:	22 nd June 2021

FEE £500 exclusive of VAT plus any agreed additional costs/fees associated with separate specialist investigations.

Unless otherwise agreed, the fee invoice will be made out in the name of the instructing party who will be liable for payment. It is expected that payment will be received within 14 days of issue.

In the event of our fee for the services provided in terms of this Contract, V.A.T thereon and/or outlays incurred on your behalf in connection therewith not being settled within our standard settlement terms of 14 days, we reserve the right:-

1. To instruct Solicitors, Debt Collection Agents or other third parties to endeavour to collect said fees, V.A.T. and outlays for us. It is a specific condition of our accepting instructions from you that in the event of said Solicitors, Debt Collection Agents or third parties being instructed by us, you will be liable to reimburse us for the whole fees and other costs charged by them to us and thereby incurred in that connection; and
2. To exercise our statutory right under the Late Payment of Commercial Debts (Interest) Act, 1998 as amended by the Late Payment of Commercial Debts Regulations, 2002 and any subsequent legislation to claim interest and compensation for debt recovery costs under such legislation.

THE VALUER: J & E Shepherd, Chartered Surveyors at the address shown above.

Summary Valuation Report

You understand that the Summary Valuation Report provides a brief overview of the property only together with a valuation. It does not provide detail on the property or its condition, nor does it provide a market commentary, comment on demand or market conditions or comparable information. If any of this information is required then a more detailed report should be instructed.

Terms and Conditions of Engagement

We are not aware of any conflict of interest that would preclude us from providing the valuation advice requested. The Valuer shall inspect the property to be valued and shall provide a written summary report and valuation. Unless the property is to be valued as part of an operational entity the valuation shall not include trade fixtures and fittings, tenant's improvements, plant and machinery unless specifically agreed in writing.

Following discussion with the instructing party and/or client it is understood that the valuation is required for internal purposes. On this understanding the Valuer will assess the valuation on the basis of Market Value. The summary valuation report is not suited for secured lending purposes and cannot be relied on for same.

The valuation will be undertaken in accordance with the RICS – Global Standards 2020 incorporating the IVSC International Valuation Standards and on the basis of our Scope of Work and Valuation Assumptions attached and appended to the report. Compliance with these standards and external inspection of the report may be required during investigation by the RICS for the purposes of administration of the Institutions conduct and disciplinary regulations.

The valuation report is prepared solely for the use of The Client. No responsibility is accepted to any other party for the whole or any part of its contents. It may be disclosed to another professional advisor assisting in respect of the purpose for which this valuation is prepared. Neither the whole nor any part of the Report, nor reference thereto may be included in any published document, without the Valuers written approval over the form and context in which it may appear.

**COMMERCIAL SUMMARY VALUATION REPORT
TERMS AND CONDITIONS OF ENGAGEMENT**

J & E Shepherd
22 Miller Road, Ayr KA7 2AY



Energy Performance Certificate

If you provide us with an EPC produced by anyone other than J & E Shepherd you agree we may treat it as having been prepared using best practice and accurate. Otherwise unless instructed to provide one, we will presume that there are no matters covered by an EPC which would affect the property's value.

Consumer Contracts

If you are a consumer you have a right to cancel your contract with us under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("Regulations") if your contract with us is an off-premises or distance contract. Please read this information carefully.

You have the right to cancel an off-premises or distance contract with us without giving any reason. The cancellation period will expire at the end of 14 days after the day on which you receive these terms and conditions. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail to us at the address on the letter enclosing these terms). To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you exercise your right to cancel, we will reimburse to you all payments received from you pursuant to this letter of engagement. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract. We will make the reimbursement using the same means of payment as you used to make the payment to us, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of the reimbursement.

If you requested us to begin the performance of services during the cancellation period (see below), you are liable to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

In terms of the Regulations, we cannot start to provide services to you under this letter of engagement during the cancellation period unless you expressly request us to do so. If you ask us to supply services during the cancellation period you will lose your right to cancel your contract with us if, having made the request, the services are fully performed during the cancellation period; and if you exercise your right to cancel during the cancellation period, and the services have been partly performed, you will be have to pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of this contract, in comparison with the full coverage of the contract.

Data Protection

Privacy Policy

In the course of providing services to you, we may collect or receive personal data or sensitive personal data relating to you and (where the client is a company) your employees, officers, and shareholders or (where the client is an individual) members of your family. In line with the new EU General Data Protection Regulation (GDPR) we have updated our Privacy Policy to provide detailed information on how we use and protect personal information and your rights in relation to this. The updated Privacy Policy can be viewed in full at www.shepherd.co.uk/information/privacy-policy. If you have any questions, queries or requests, please contact us at dataprotection@shepherd.co.uk and we will endeavour to respond to you as quickly as possible.

Money Laundering Regulations

We are obliged in certain circumstances to identify our clients in accordance with the requirements of the Money Laundering Regulations 2007. We are likely to request from you, and retain some information and documentation for these purposes and/or make searches of appropriate databases electronically. For the avoidance of doubt, searches may also be conducted on directors and "beneficial owners" of the client as is required by the legislation. If satisfactory evidence of your identity is not provided within a reasonable time, there may be circumstances in which we are not able to proceed with the instructions.

The provision of certain of our services is business in the regulated sector under the Proceeds of Crime Act 2002 and, as such, we may be required to comply with this legislation which includes provisions that may require us to make a money laundering disclosure in relation to information we obtain as part of our normal work. It is not our practice to inform you when such a disclosure is made or the reasons for it because of the restrictions imposed by the "tipping off" provisions of the legislation.

Limitation of Liability

Neither party will be liable for any loss of profit (other than in respect of our fees, costs or charges), loss of business or goodwill, or for any special, indirect or consequential loss or damage suffered by the other (including as a result of an action brought by a third party), save that nothing in these Terms of Engagement will exclude or restrict any liability which either party may have for death or personal injury arising out of negligence; fraudulent misrepresentation or any other liability which cannot be restricted or excluded by law. We will not be liable for any loss which may occur as a result of your reliance on a subsequent valuation in, among other things, any discharge of any loan or advance of further funds.

We will not be liable for any loss as a result of your receipt of any information, data or communications supplied or sent by us electronically, where through no fault of our own the relevant information, data or communication has been corrupted or otherwise modified as a result of it being supplied or sent electronically. You will be responsible for ensuring that any materials you provide or send us by any electronic medium and/or by computer disk are, and remain, virus free.

Subject to the above, our total liability in contract, including negligence or breach statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this appointment or otherwise under the Terms of Engagement, unless otherwise agreed in writing, be on the basis of a liability cap set at a level which is proportionate to the instruction as follows:

Market Value of the Property as Existing	Liability Capped at:
£250,000 and below	£5,000
£250,001 to £500,000	£10,000
£500,001 to £1,000,000	£20,000
£1,000,000 or above	25% of any loss attributable to us after the application of the following provisions on just and equitable shares, up to a maximum of £250,000

Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs our liability if any for any loss or damage ('the loss and damage') under this Appointment shall not exceed such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the loss or damage and on the assumptions that:

COMMERCIAL SUMMARY VALUATION REPORT TERMS AND CONDITIONS OF ENGAGEMENT

J & E Shepherd
22 Miller Road, Ayr KA7 2AY



- all other consultants, contractors, sub-contractors, project managers and advisers engaged in connection with the transaction have provided contractual undertakings on terms no less onerous than those set out here;
- there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between you and any other party referred to in this clause and any such other party who is responsible to any extent for the loss and damage is contractually liable to you for the loss and damage; and
- all the parties referred to in this clause have paid you such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

Claims shall be brought only against the firm of J&E Shepherd and no liability shall rest with any individual partner (save through J&E Shepherd), employee or agent of J & E Shepherd.

Should any part of this section be held to be unenforceable for any reason, the remainder of the agreement and this section shall remain in full force and effect.

Complaints Procedure

In accordance with the Royal Institution of Chartered Surveyors Rules of Conduct, J&E Shepherd, Chartered Surveyors operate a formal procedure to deal with complaints from clients and others. Our Complaints Handling Procedure is intended to:-

Provide certainty for both the company and individuals; Ensure a fair and transparent process is adhered to; Enable a written policy to be provided on request, to satisfy the expectations of external consumers and the RICS.

Full details of our Complaints Handling Procedure are available from Complaints@shepherd.co.uk.

If you remain dissatisfied with any aspect of our handling of your complaint, then we will attempt to resolve this promptly through negotiations and otherwise agree to enter into mediation via the Surveyors Ombudsman Services-Property (OS-P), an independent service set up to adjudicate on disputes between Chartered Surveyor firms and consumers.

Governing law

This agreement shall be governed by and construed in accordance with the law of Scotland and is subject to the exclusive jurisdiction of the Scottish Courts.

Confirmation of instruction

Please check that the terms incorporate your instructions and sign below and return to us to confirm instructions. If we do not hear from you by return, we shall assume that all matters are in order and we will proceed with the instructions as detailed herein.

Signature:

Date:

DEFINITION OF VALUE

The agreed basis of valuation is as noted on page one of these terms, which is defined in the RICS Valuation Standards and is reproduced below:

Market Rent

The estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

Market Value

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

Existing Use Value

The estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion - assuming that the buyer is granted vacant possession of all parts of the asset required by the business, and disregarding potential alternative uses and any other characteristics of the asset that would cause its Market Value to differ from that needed to replace the remaining service potential at least cost.

Worth and Investment Value

The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Fair Value

The estimated price for the transfer of an asset or a liability between identified knowledgeable and willing parties that reflects the respective interests of those parties.

SCOPE OF WORK AND VALUATION ASSUMPTIONS

The Valuer has inspected the property for the purpose of providing an opinion of Market Value and/or Market Rental as instructed. The Valuer has undertaken a visual inspection of so much of the exterior and interior of the property as was accessible safely and without undue difficulty. The inspection was carried out whilst standing at ground level within the boundaries of the site and adjacent public/communal areas and whilst standing at the various floor levels.

REPAIR AND CONDITION

This report constitutes a valuation and not a building survey. The Valuer was under no duty to carry out a building survey or to inspect those parts of the property that are covered, unexposed or inaccessible or to raise boards, move any fixtures, fittings or contents or to arrange for the testing of heating or other services. It has been assumed that all services, and any associated controls or software, are in working order and free from defect. Roof voids and sub-floor areas were only inspected where readily available and safe access was available.

Comments, if any, on the physical condition of the foundations, walls, floors, ceilings, roof or roof voids, roof coverings, chimneys, gutters, drains, pipes, tanks and services etc., must be read in this context. If further information is required a separate survey with respect to these items or to other parts of the property related thereto must be specifically instructed in writing.

In undertaking the inspection, the general state of repair and condition of the property has been taken into account. The inspection was not a Building or Structural survey and this report is not intended to detail minor defects which do not materially affect value. If however, minor defects are mentioned in the report, they should be regarded as indicative and not an exhaustive list of defects. For the purposes of the Valuation, it is assumed that the property is in a reasonable repair.

Woodwork or other parts of the property, which were covered, unexposed or inaccessible, have not been inspected and we are therefore unable to report that such parts of the property are free from rot, beetle or other defects.

STATUTORY ENQUIRIES

We have not secured a written planning history from the local authority nor have we made formal enquiries to other relevant bodies. The information contained within this report therefore represents our findings based on verbal enquiries with the relevant statutory bodies and investigations thought appropriate. Whilst the information provided is taken to be accurate, we have assumed that a full planning history and further formal enquiries will be conducted by your legal advisors. Any discrepancy should be immediately notified to ourselves in order that we may advise whether this may impact our valuation(s) reported.

Unless stated otherwise within this report and in the absence of any information to the contrary, we have assumed that:

all buildings have been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;

the property is not adversely affected by town planning or road proposals.

all alterations, additions or extension to the property have received all necessary Town Planning Consents, Building Authority Approvals (Building Warrants) and Completion Certificates.

the property complies with all relevant statutory and local authority requirements, including but not limited to Fire Regulations, The Equality Act, The Control of Asbestos Act, The Licensing Scotland Act, Health and Safety Regulations, Environmental Health Regulations and similar.

FIXTURES & FITTINGS

Unless otherwise specified the following items are excluded, except in the case of Trading Related valuations where they are specifically included, unless stated to the contrary:

All items of process plant and machinery, tooling and other equipment not primarily serving the building, cranes, hoists, conveyors, elevators, structures which were ancillary to, or form part of an item of process plant and machinery, sewerage plant primarily concerned with treating trade effluents, air conditioning forming part of a computer installation or primarily serving plant.

In the case of trading related valuations, all items of trade equipment and fittings currently present within the property that are necessary for the continued operation of the business are assumed to be owned outright (unless otherwise stated) and included with the sale of the business. No tests have been undertaken to establish the operation of the trade fixtures and fittings which are assumed to be in good working order.

INFORMATION SOURCES

All information provided to the valuer by the client and/or the client's professional advisors or any other party is assumed to be complete and correct.

TITLE, TENURE AND TENANCIES

It is assumed that there are no encumbrances or unduly onerous restrictions, easements, servitudes, outgoings, conditions or other burdens that would have an adverse effect upon the value of the property and that a good and marketable title is held.

We do not generally have access to all leases, title deeds, or other legal documents relating to the property.

Any information recorded in this report represents our understanding of the relevant documents provided. We should emphasise that the interpretation of the documents of title (including relevant deeds, leases and planning consents), is the responsibility of your legal advisor.

Unless otherwise stated and in the absence of any information to the contrary, we have assumed that:

a. There are no tenant's improvements that will materially affect our opinion of the rent that would be obtained at rent review or lease renewal.

b. The tenants will meet their obligations under their leases and are responsible for insuring the property or reimbursing the cost of insurance to the landlords, payment of business rates, and all repairs, whether directly or by means of a service charge.

c. There are no user restrictions or other restrictive covenants in leases which would adversely affect value.

d. Where appropriate, permission to assign the interest being valued would not be withheld by the landlord.

e. Vacant possession can be secured for all accommodation let on a temporary basis, serviced occupancy etc.

Where we have not conducted credit enquiries on the financial status of any of the tenants, we have, reflected our general understanding of the likely perception of the tenants in the marketplace. Accordingly, purchasers should satisfy themselves of the financial strength of the tenants prior to purchase.

GROUND AND ENVIRONMENTAL INVESTIGATIONS

We will not carry out or commission a site investigation or geological or geophysical survey. We will, therefore, not be able to give any opinion or assurance or guarantee that the ground has sufficient load bearing strength to support any of the existing constructions or any other constructions that may be erected in the future. We also cannot give any opinion or assurance or guarantee that there are no underground mineral or other workings beneath the site or in its vicinity nor that there is no fault or disability underground that might affect the property or any construction thereon. We have, unless otherwise stated, assumed that there are no abnormal site or ground conditions, nor archaeological remains present which might adversely affect the current or future occupation, development or value of the property.

We will not undertake or commission an environmental assessment to establish whether contamination exists or may exist. We will not carry out any detailed investigation into past or present uses, either of the property or of any neighbouring land, to establish whether there is any contamination or potential for contamination of the subject property from these uses or properties.

Therefore, for the purposes of our Valuation Report, unless definitive information to the contrary is made available to us, we will normally assume that no contamination exists in relation to the property which would affect value.

Should it be established subsequently that contamination exists at the property or on any neighbouring land, or that the premises have been or are being put to a contaminative use, this might reduce the value(s) set out in the report. You should therefore inform us of this immediately and we will reconsider our opinion of value accordingly.

Similarly we have assumed there are no EPC, asbestos, Radon gas, Japanese Knotweed, invasive species or flooding issues that would affect value. We reserve the right to alter our valuations on sight of any further information with regard to any of these items as noted herein and above.

No tests have been carried out to determine whether or not any deleterious or hazardous building materials including (but not limited to) asbestos, composite panelling and flammable insulation have been incorporated in the construction or subsequent alterations of the premises. We have, unless otherwise stated, assumed that there are no deleterious or hazardous materials within the property which might adversely affect the current or future occupation, development or value of the property. Specifically the Valuer has not carried out an Asbestos inspection and has not acted as an Asbestos Inspector in completing the valuation inspection of the Property that may fall within the current control of Asbestos at Work Regulations. No enquiry has been made with the Duty Holder, as defined in the Control of Asbestos in the Workplace Regulations, of the existence of an Asbestos Register, or of any Plan for the Management of Asbestos.

REINSTATEMENT COST ASSESSMENT

Any reinstatement figure indicated within this report is provided for guidance purposes only, as a formal estimate for insurance purposes can only be given by a Quantity Surveyor or other person with sufficient current experience of replacement costs.

Unless otherwise stated, the calculation is based upon the building in its present form including the cost of demolition, site clearance and professional fees but excluding:

- VAT
- Loss of rent or turnover
- Cost of alternative accommodation for the reinstatement period.
- Any other consequential loss.

TAXATION

We have not been advised whether the property is elected for Value Added Tax (VAT). For the avoidance of doubt, all values stated in this report are exclusive of VAT and take no account of any liability for it or any other form of taxation that may arise upon the disposal or acquisition of the property.

SITE BOUNDARIES

Markings highlighted on any appended plans indicate the approximate extent of the site inspected as understood or as indicated to us during our visit to the property. No guarantee can be given as to whether this corresponds to that over which the title is held. It remains the responsibility of your legal advisor to confirm the legal boundaries and title applying to the property.

Should any of the assumptions or any additional stated assumptions prove to be incorrect (or inappropriate), we reserve the right to revise our opinion(s) of value accordingly.

The foregoing Instruction Acknowledgement and Conditions of Engagement sets out the basis upon which we are to prepare our report and valuation of the property at the Property To Be Valued noted herein.

Please check that these incorporate your instructions and if you do not hear from you by return, we shall assume that all matters are in order and we will proceed with instructions as outlined herein.

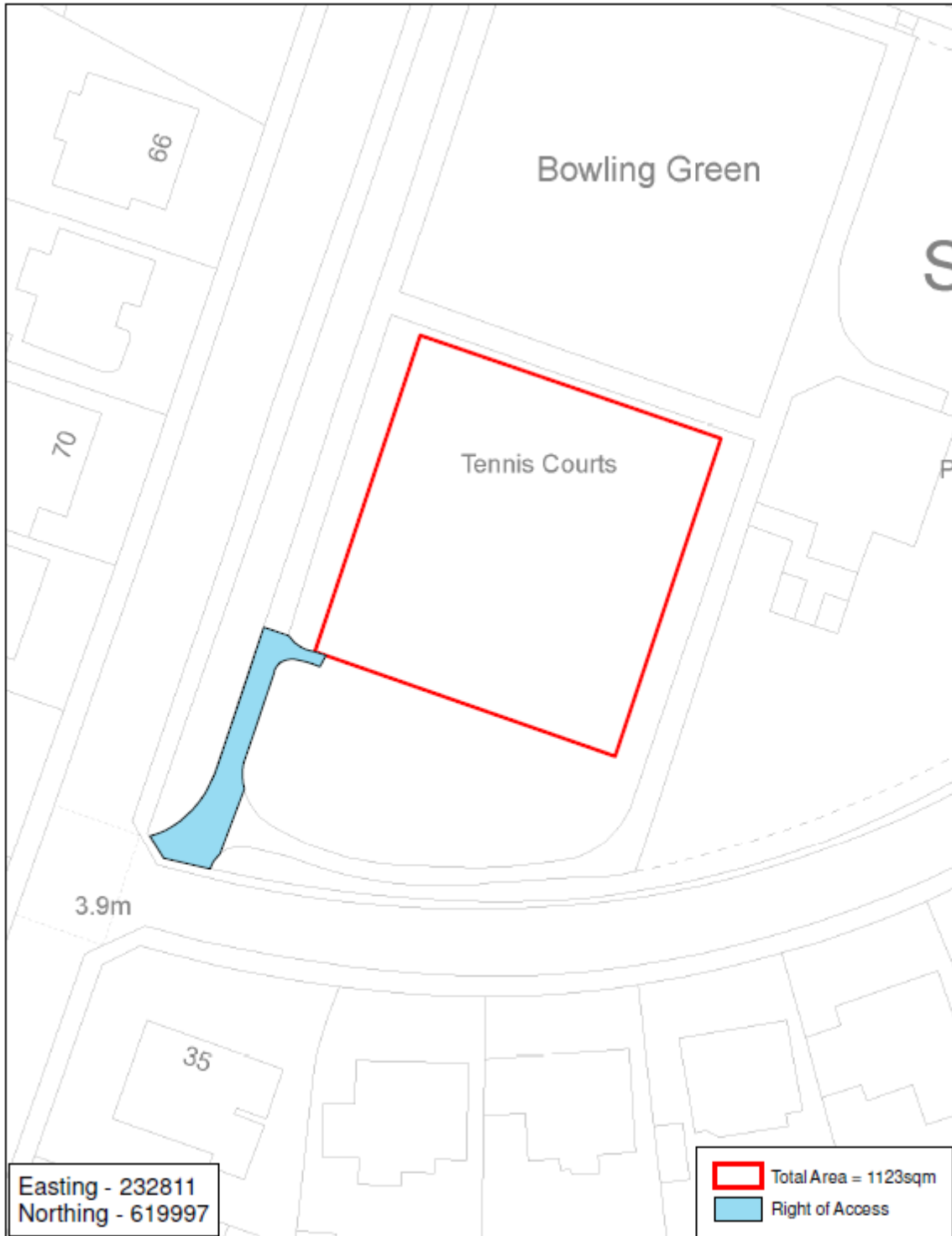
If appropriate, please pass a copy of this Instruction Acknowledgement and Conditions of Engagement to your client.

Yours faithfully

J & E Shephard

J & E Shephard

APPENDIX 2 - LOCATION PLAN



Seafield Tennis Courts, Ayr.
Scale 1:500



This product includes mapping data licenced from Ordnance Survey with the permission of the Controller of Her Majesty's Stationery Office. © Crown copyright and/or database right 2020. All rights reserved. Licence number 100020765.

APPENDIX 3 - PHOTOGRAPHS



APPENDIX 4 - DEFINITIONS OF VALUE

Market Rent

The estimated amount for which an interest in real property should be leased on the valuation date, between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

Market Value

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

Existing Use Value

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction, after proper marketing and where the parties had acted knowledgeably, prudently and without compulsion - assuming that the buyer is granted vacant possession of all parts of the asset required by the business, and disregarding potential alternative uses and any other characteristics of the asset that would cause its Market Value to differ from that needed to replace the remaining service potential at least cost.

Worth and Investment Value

The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Fair Value

The estimated price for the transfer of an asset or a liability between identified knowledgeable and willing parties that reflect the respective interests of those parties.

APPENDIX 5 – SCOPE OF WORK AND VALUATION ASSUMPTIONS

General

This summary provides a brief overview for information purposes only and excludes much information that would normally be found within a full report and the contents and values should be considered in this light. The Valuer has inspected the property for the purpose of providing an opinion of Market Value and/or Market Rental only, all as instructed. The Valuer has undertaken a visual inspection of so much of the exterior and interior of the property as was accessible safely and without undue difficulty. The inspection was carried out whilst standing at ground level within the boundaries of the site and adjacent public/communal areas and whilst standing at the various floor levels.

Repair and Condition

This report constitutes a valuation and not a building survey. The Valuer was under no duty to carry out a building survey or to inspect those parts of the property that are covered, unexposed or inaccessible or to raise boards, move any fixtures, fittings or contents or to arrange for the testing of heating or other services. It has been assumed that all services, and any associated controls or software, are in working order and free from defect. Roof voids and sub-floor areas were only inspected where readily available and safe access was available.

Comments, if any, on the physical condition of the foundations, walls, floors, ceilings, roof or roof voids, roof coverings, chimneys, gutters, drains, pipes, tanks and services etc., must be read in this context. If further information is required a separate survey with respect to these items or to other parts of the property related thereto must be specifically instructed in writing.

In undertaking the inspection, the general state of repair and condition of the property has been taken into account. The inspection was not a Building or Structural survey and this report is not intended to detail minor defects which do not materially affect value. If however, minor defects are mentioned in the report, they should be regarded as indicative and not an exhaustive list of defects. For the purposes of the Valuation, it is assumed that the property is in a reasonable repair.

Woodwork or other parts of the property, which were covered, unexposed or inaccessible, have not been inspected and we are therefore unable to report that such parts of the property are free from rot, beetle or other defects.

Statutory Enquiries

We have not secured a written planning history from the local authority nor have we made formal enquiries to other relevant bodies. The information contained within this summary therefore represents our findings based on verbal enquiries with the relevant statutory bodies and investigations thought appropriate. Whilst the information provided is taken to be accurate, we have assumed that a full planning history and further formal enquiries will be conducted by your legal advisors. Any discrepancy should be immediately notified to ourselves in order that we may advise whether this may impact our valuation(s) reported.

Unless stated otherwise within this summary and in the absence of any information to the contrary, we have assumed that:

- (a) all buildings have been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;
- (b) the property is not adversely affected by town planning or road proposals.
- (c) all alterations, additions or extension to the property have received all necessary Town Planning Consents, Building Authority Approvals (Building Warrants) and Completion Certificates.
- (d) the property complies with all relevant statutory and local authority requirements, including but not limited to Fire Regulations, The Equality Act, The Control of Asbestos

Act, The Licensing Scotland Act, Health and Safety Regulations, Environmental Health Regulations and similar.

Fixtures and Fittings

Unless otherwise specified the following items are excluded, unless stated to the contrary:

All items of process plant and machinery, tooling and other equipment not primarily serving the building, cranes, hoists, conveyors, elevators, structures which were ancillary to, or form part of an item of process plant and machinery, sewerage plant primarily concerned with treating trade effluents, air conditioning forming part of a computer installation or primarily serving plant.

No tests have been undertaken to establish the operation of the fixtures and fittings which are assumed to be in good working order.

Information Sources

All information provided to the valuer by the client and/or the client's professional advisors or any other party is assumed to be complete and correct.

Title, Tenure and Tenancies

It is assumed that there are no encumbrances or unduly onerous restrictions, easements, servitudes, outgoing, conditions or other burdens that would have an adverse effect upon the value of the property and that a good and marketable title is held.

Unless otherwise stated within this summary, we have assumed that a full, unimpeded access to an adopted highway is in place for the property.

We do not generally have access to all leases, title deeds, or other legal documents relating to the property. Any information recorded in this summary represents our understanding of the relevant documents provided. We should emphasise that the interpretation of the documents of title (including relevant deeds, leases and planning consents), is the responsibility of your legal advisor and we reserve the right to amend our valuations on sight of formal reports.

Unless otherwise stated and in the absence of any information to the contrary, we have assumed that:

- a) There are no tenant's improvements that will materially affect our opinion of the rent that would be obtained at rent review or lease renewal.
- b) The tenants will meet their obligations under their leases and are responsible for insuring the property or reimbursing the cost of insurance to the landlords, payment of business rates, and all repairs, whether directly or by means of a service charge.
- c) There are no user restrictions or other restrictive covenants in leases which would adversely affect value.
- d) Where appropriate, permission to assign the interest being valued would not be withheld by the landlord.
- e) Vacant possession can be secured for all accommodation let on a temporary basis, serviced occupancy etc.

Where we have not conducted credit enquiries on the financial status of any of the tenants, we have, reflected our general understanding of the likely perception of the tenants in the marketplace. Accordingly, purchasers should satisfy themselves of the financial strength of the tenants prior to purchase.

Ground and Environmental Investigations

We will not carry out or commission a site investigation or geographical or geophysical survey. We will, therefore, not be able to give any opinion or assurance or guarantee that the ground has sufficient load bearing strength to support any of the existing constructions or any other constructions that may be erected in the future. We also cannot give any opinion or assurance or

guarantee that there are/have been no underground mineral, coal mining or other workings beneath the site or in its vicinity nor that there is no fault or disability underground that might affect the property or any construction thereon. We have, unless otherwise stated, assumed that there are no abnormal site or ground conditions, nor archaeological remains present which might adversely affect the current or future occupation, development or value of the property.

We will not undertake or commission an environmental assessment to establish whether contamination exists or may exist. We will not carry out any detailed investigation into past or present uses, either of the property or of any neighbouring land, to establish whether there is any contamination or potential for contamination of the subject property from these uses or properties.

Therefore, for the purposes of our Summary Valuation, unless definitive information to the contrary is made available to us, we will normally assume that no contamination exists in relation to the property which would affect value.

Should it be established subsequently that contamination exists at the property or on any neighbouring land, or that the premises have been or are being put to a contaminative use, this might reduce the value(s) set out in the summary. You should therefore inform us of this immediately and we will reconsider our opinion of value accordingly.

Similarly we have assumed there are no EPC, asbestos, Radon gas, Japanese Knotweed, invasive species or flooding issues that would affect value. We reserve the right to amend our valuations on sight of any further information with regard to any of these items as noted herein and above.

No tests have been carried out to determine whether or not any deleterious or hazardous building materials including (but not limited to) asbestos, composite panelling and flammable insulation have been incorporated in the construction or subsequent alterations of the premises. We have, unless otherwise stated, assumed that there are no deleterious or hazardous materials within the property which might adversely affect the current or future occupation, development or value of the property. Specifically the Valuer has not carried out an Asbestos Inspection and has not acted as an Asbestos Inspector in completing the valuation inspection of the Property that may fall within the current control of Asbestos at Work Regulations. No enquiry has been made with the Duty Holder, as defined in the Control of Asbestos in the Workplace Regulations, of the existence of an Asbestos Register, or of any Plan for the Management of Asbestos.

Taxation

We have not been advised whether the property is elected for Value Added Tax (VAT). For the avoidance of doubt, all values stated in this summary are exclusive of VAT and take no account of any liability for it or any other form of taxation that may arise upon the disposal or acquisition of the property.

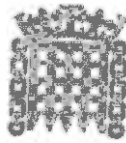
Site Boundaries

Markings highlighted on any appended plans indicate the approximate extent of the site inspected as understood or as indicated to us during our visit to the property. No guarantee can be given as to whether this corresponds to that over which the title is held. It remains the responsibility of your legal advisor to confirm the legal boundaries and title applying to the property.

Should any of the assumptions or any additional stated assumptions prove to be incorrect (or inappropriate); we reserve the right to revise our opinion(s) of value accordingly.

Community Support

1. Allan Dorrans MP
2. Cllr Dowey
3. Cllr McCabe
4. Seafield Bowling Club
5. Tennis Scotland
6. FSWCC
7. Immediate residents
8. South Ayrshire Tennis Clubs



HOUSE OF COMMONS
LONDON SW1A 0AA

Ref: AD/2823
Date: 13th November 2020

Mrs Yvonne Feggans
Club Secretary
Ayr Lawn Tennis Club
4 Southpark Road
Ayr
KA7 2PL

Dear Mrs Feggans

Proposal to acquire two tennis courts at Arrol Drive, Seafield, Ayr from South Ayrshire Council as a Community Asset Transfer

Please find enclosed letter addressed to South Ayrshire Council which I hope will lend support to the acquisition of the two tennis courts at Arrol Drive.

Yours sincerely

Allan Dorans MP

Ayr, Carrick & Cumnock

Enc



HOUSE OF COMMONS

LONDON SW1A 0AA

Ref: AD/Ayr Lawn Tennis Club

Date: 13th November 2020

To Whom It May Concern
South Ayrshire Council

Dear Sir/Madam

I refer to the Stage 2 application for the Community Asset Transfer of two tennis courts at Arrol Drive, Seafield, Ayr to be acquired by Ayr Lawn Tennis Club.

Ayr Lawn Tennis Club are a long established, well known and respected sports club. They provide a wide range of tennis related activities covering all age groups and abilities. As such they contribute significantly to the health, fitness and wellbeing of the community. It is testament to the club that they have managed and operated the two tennis courts at Seafield, owned by South Ayrshire Council, since 1996 providing tennis facilities to the general public without any costs being incurred by the Council in time or expenditure.

I have no hesitation in supporting Ayr Lawn Tennis' application for community asset transfer and a capital grant to resurface the course and to install a user-friendly Smart Access Gate Entry System.

I hope you will look favourably on the application.

Yours sincerely

A handwritten signature in black ink that reads "Allen H Davies".

Allen Davies MP

Ayr, Carrick & Cumnock

Fwd: Proposal to acquire two tennis courts at Arrol Drive, Seafield,Ayr from South Ayrshire Council as a Community Asset Transfer.

Ayr Lawn Tennis Club <ayrlawntennis@gmail.com>

Tue 19/01/2021 15:30

To: Mike Whiteford [REDACTED]

Email response from Cllr Dowey.

Kind regards
Yvonne

----- Forwarded message -----

From: Dowey, Martin <Martin.Dowey@south-ayrshire.gov.uk>

Date: Tue, 19 Jan 2021, 11:09

Subject: RE: Proposal to acquire two tennis courts at Arrol Drive, Seafield,Ayr from South Ayrshire Council as a Community Asset Transfer.

To: Ayr Lawn Tennis Club <ayrlawntennis@gmail.com>

*
Hi Yvonne

Yes you have my full support for this transfer.

Martin

From: Ayr Lawn Tennis Club <ayrlawntennis@gmail.com>

Sent: 18 January 2021 20:12

Subject: Proposal to acquire two tennis courts at Arrol Drive, Seafield,Ayr from South Ayrshire Council as a Community Asset Transfer.

Dear Councillor,

Proposal to acquire two tennis courts at Arrol Drive, Seafield, Ayr from South Ayrshire Council as a Community Asset Transfer.

I am writing to you as Secretary on behalf of the Committee of Ayr Lawn Tennis Club which is a Scottish Charitable Incorporated Organisation number SCO49014. The purpose of the club is to provide tennis facilities for the members and the community of Ayr. The club owns their grounds at 4 Southpark Road, Ayr where there are three all-weather artificial clay tennis courts with an active senior and junior membership.

Since 1996 the club has also managed and operated the two tennis courts at Seafield owned by South Ayrshire Council. This has provided benefits to the local community by providing tennis facilities for the general public without any costs being incurred by the Council in time and expenditure.

Unfortunately, the court surfaces have now deteriorated to such an extent where they are virtually unplayable and they urgently need resurfaced. The club is restricted at present with only three courts of their own and wish to expand their activities by owning the two courts at Seafield.

For some time the club has been in discussions with the Council whereby the club could obtain ownership of the courts as a Community Asset Transfer under the Community Empowerment (Scotland) Act 2015. In their application the club would also be applying to the Council Advancing Community Assets Fund for a capital grant to resurface the courts and install a user-friendly Smart Access Gate Entry System. Thereafter if the application and funding is approved, the facility would be solely managed, maintained and financed by Ayr Lawn Tennis Club.

The improved facility would be an attractive asset for the area and community to develop the growth of tennis participation and would promote public health and social well-being. It would be a condition of any asset transfer that the land will be used at all times as tennis courts and the public will have access to the facility.

The club will shortly be submitting a formal Stage 2 application for the Community Asset Transfer to the Council but my reason in writing to you is to request a letter of support for the application. I hope that you can see fit to support this proposal and your assistance and cooperation in this matter would be very much appreciated. Should you need any more information please contact me.

Yours sincerely

Yvonne Feggans (Club Secretary)

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify South Ayrshire Council, 0300 123 0900.

This footnote also confirms that this email message has been swept by websense for the presence of computer viruses.

Visit our web site at www.south-ayrshire.gov.uk

2. /

FW: Letter from Ayr Lawn Tennis Club

Feggans, Yvonne <[REDACTED]>

Fri 05/02/2021 14:06

To: Mike Whiteford <[REDACTED]>

📎 1 attachments (67 KB)

Letter from Ayr Lawn Tennis Club;

Hi Mike,

Letter of support attached herewith from Councillor McCabe. 📎

Kind Regards.

Yvonne.

-----Original Message-----

From: Young, Lynne <[REDACTED]>

Sent: 05 February 2021 13:38

To: Feggans, Yvonne <[REDACTED]>

Subject: FW: Letter from Ayr Lawn Tennis Club

Hi Yvonne,

Please see letter of support below from Councillor McCabe.

Lynne

-----Original Message-----

From: McCabe, Derek

Sent: 05 February 2021 13:30

To: Young, Lynne <[REDACTED]>

Subject: RE: Letter from Ayr Lawn Tennis Club

Hi lynne

Could you get this letter attached sent to the secretary of ayr lawn tennis.

Thanks

Derek

* --Dear Yvonne

Thank you for your letter re your application process for a CAT to your club.

I am in full support of this. In considering, I come to the conclusions that this application if successful would greatly enhance not just the members but the wider community.

I am an advocate of sport and leisure clubs being self sufficient in practise and delivery .Being able to determine their own future. I believe the council should be in a position to enable and assist such. I also believe in clubs such as yours being open to all age and abilities with clear strategies on youth development and resources for senior members to stay as fit and active for as long as possible.

I would wish you every success in the application and look forward to hearing good news! If I can be of any further help please get in touch.

Maybe one day I could have a set or two on your resurfaced courts ! used to play a bit but ill go in the senior section now!

Best regards

Derek

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify South Ayrshire Council, 0300 123 0900.

This footnote also confirms that this email message has been swept by websense for the presence of computer viruses.

Visit our web site at www.south-ayrshire.gov.uk



Carwinahoch View, Ayr KA7 4AZ

Gents President
George McKenna

Ladies President
Linda McKenna

Treasurer
Tommy Devlin

Secretary
Irene Law

20 November 2020

Dear Yvonne,

Thank you for your letter of 28th October advising us of the intention of Ayr Lawn Tennis Club to obtain ownership of the tennis courts at Ayr Seafield as a Community Asset Transfer. It would certainly be of great benefit to the local community. The courts are dilapidated at present and in need of urgent attention. Being taken over by yourselves would greatly improve the facilities and we would totally support your application in this matter.

Yours sincerely,

Irene Law
Management Secretary
E-mail:

Ayr Lawn Tennis Club
4 South Park Road
Ayr

18/11/2020

Dear Fiona,

Re: Seafield Road Tennis Courts Asset transfer from South Ayrshire Council

Please accept this letter from Tennis Scotland as support for the proposed asset transfer of the 2 public tennis courts at Seafield Road in Ayr to Ayr Lawn Tennis Club.

The mission of both Tennis Scotland the LTA is "Tennis Opened Up" and the development of this facility will strengthen the venues ability to help us achieve our mission and to provide tennis to the local community.

The club have demonstrated great membership growth over the last few years. Having an extra two courts with a gate access system to allow pay and play for non-members will notably increase the clubs amount of playing time available throughout the year. These additional playing hours can be used to increase the number of local juniors and adults enjoying and experiencing the game of tennis in line with LTA and Tennis Scotland objectives.

This letter is an indication of support for the scheme but is not an indication that the project will receive LTA or Tennis Scotland funding.

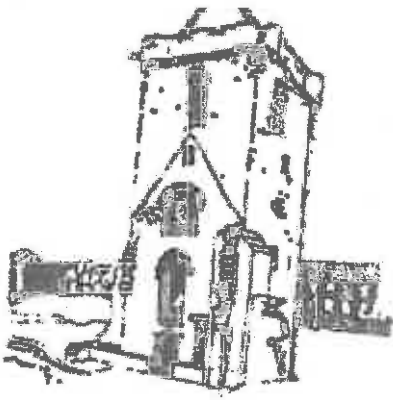
In the meantime if you require any further help or assistance then please do not hesitate to get in touch using the details below.

Yours sincerely

Andrew Raitt
Tennis Scotland
Regional Development Manager
Phone 07908 091820
Email Andrew.raitt@tennisscotland.org

4

**FORT, SEAFIELD & WALLACETOWN
COMMUNITY COUNCIL**



**Chairman:
J Norman McLean**

e-m

10 November 2020

**M/s Yvonne Feggans
Secretary
Ayr Lawn Tennis Club
4 Southpark Road
Ayr
KA7 2PL**

Dear M/s Feggans

**Ayr Lawn Tennis Club
Proposal to acquire two tennis courts at Arroil Drive, Seafield, Ayr
from South Ayrshire Council as a Community Asset Transfer.**

On behalf of Fort Seafield & Wallacetown Community Council we wish to give our unqualified support to the above proposed acquisition by your club. It has been a well used public facility under your club's tenure and we wish it to continue to the benefit of the community with improved facilities that only your club can provide under a Community Asset Transfer.

We wish you well with your Stage 2 Application.

**J Norman McLean
Chairman
Fort Seafield & Wallacetown Community Council.**

**Chairman:
J Norman McLean**

**Treasurer:
Michael Hitchon MBE**



Ayr Lawn Tennis Club, Charity No. SC049014

Ayr Lawn Tennis Club is a Scottish Charitable Organisation. The purpose of the club is to provide tennis facilities for the members and the community of Ayr. Since 1996 the club has managed and operated the two tennis courts at Seafield owned by South Ayrshire Council.

The court surfaces have now deteriorated to such an extent that they are beyond repair and need resurfaced. The club is in discussions with the Council whereby the club would obtain ownership of the courts as a Community Asset Transfer and apply for funds to resurface the courts and install a smart access gate system. Thereafter the courts would be solely managed, maintained and financed by Ayr Lawn Tennis Club.

It would be a condition of any asset transfer that the land would only be used as tennis courts and the public would have access.

The club will shortly be submitting the formal application to the Council and as a householder overlooking the courts request your support. If you can support the proposal please add your name, address and signature below. Your assistance and cooperation is very much appreciated.

NAME

ADDRESS

SIGNATURE

JONAS MILLER

ANN BYEKI

R. SADLER

W. B. BROWN

J. McColl

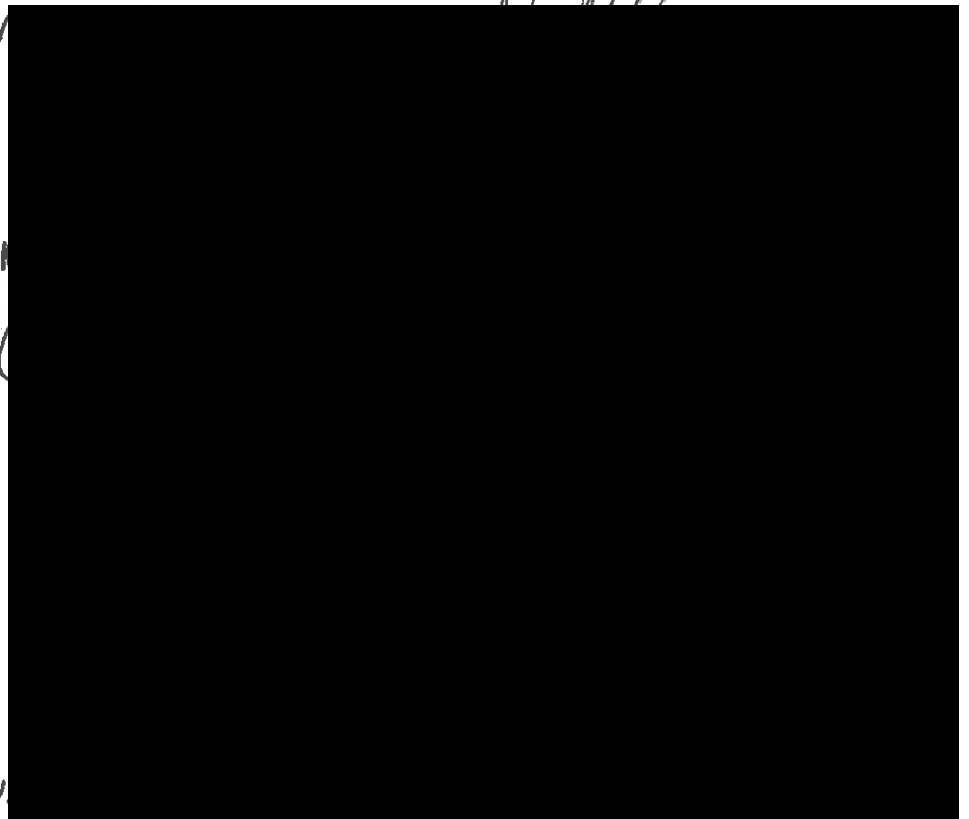
K. Stalkar

David Bruce

John

Harry Jackson

PAULA BIAGIONI





Ayr Lawn Tennis Club, Charity No. SC049014

Ayr Lawn Tennis Club is a Scottish Charitable Organisation. The purpose of the club is to provide tennis facilities for the members and the community of Ayr. Since 1996 the club has managed and operated the two tennis courts at Seafield owned by South Ayrshire Council.

The court surfaces have now deteriorated to such an extent that they are beyond repair and need resurfaced. The club is in discussions with the Council whereby the club would obtain ownership of the courts as a Community Asset Transfer and apply for funds to resurface the courts and install a smart access gate system. Thereafter the courts would be solely managed, maintained and financed by Ayr Lawn Tennis Club.

It would be a condition of any asset transfer that the land would only be used as tennis courts and the public would have access.

The club will shortly be submitting the formal application to the Council and as a householder overlooking the courts request your support. If you can support the proposal please add your name, address and signature below. Your assistance and cooperation is very much appreciated.

NAME

ADDRESS

SIGNATURE

Vivie Mutch

MICHELLE NOBLE

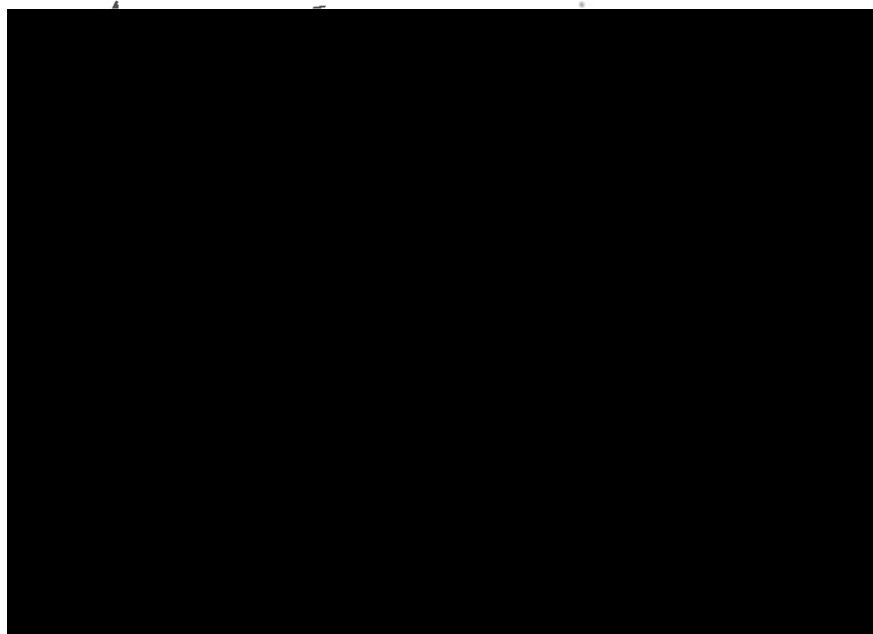
Sandra Wallace

Malcolm Purkin

Angela W. R. Carlisle

W J Newnes

Eileen Muir



Emails from South Ayrshire Tennis Clubs

Carrick Tennis Club

Begin forwarded message:

From: Ayr Carrick Lawn Tennis Club <mail@ayrcarrick.co.uk>

Date: 21 November 2021 at 14:48:20 GMT

To: Mike Whiteford [REDACTED]

Subject: Re: Fwd: Ayr Lawn Tennis Club - Application to SAC for a Community Asset Transfer of Seafield Tennis Courts

Reply-To: mail@ayrcarrick.co.uk

Hi Mike,

really sorry for the delay, I've been very busy with work etc.

That's not a problem for Carrick at all. We're happy with the proposal.

I know how long you've been working on this, so I won't stand in your way.

thanks Lorn

On 2021-11-19 08:34, Mike Whiteford wrote:

Morning Lorn

I have now received responses and feedback from all other clubs in South Ayrshire except Ayr Carrick and I have sent these to SAC. It would be very much appreciated if you could let me have the response from Carrick today so that I can forward it to SAC.

Many thanks.

Mike

Sent from my iPad

Begin forwarded message:

From: Mike Whiteford [REDACTED]

Date: 18 November 2021 at 07:58:53 GMT

To: "mail@ayrcarrick.co.uk" <mail@ayrcarrick.co.uk>

Subject: Re: Ayr Lawn Tennis Club - Application to SAC for a Community Asset Transfer of Seafield Tennis Courts

Morning Lorn

Sorry to bother you but I am being pushed by SAC to let them have the responses and feedback from the other clubs by tomorrow Friday. I understand that you have to consult the Committee but if you are able to send me a reply by then it would be very much appreciated.

Many thanks.

Mike

Sent from my iPad

On 16 Nov 2021, at 19:01, Ayr Carrick Lawn Tennis Club <mail@ayrcarrick.co.uk> wrote:

Hi Mike,

that shouldn't be a problem, but let me just double check with the committee before I confirm.

Thanks Lorn

On 2021-11-15 18:37, Mike Whiteford wrote:

Hi Rigmor

I am contacting you as Chairperson of Ayr Lawn Tennis Club. The club has lodged a formal application with South Ayrshire Council to acquire ownership of the two public courts at Seafield by way of a Community Asset Transfer. The club is also applying for funding to resurface the courts and install an electronic smart access gate system where a court can be booked by using an app linked to ClubSpark. It would be a condition of any transfer that the land would only be used as tennis courts and the public would have access.

The Council has asked us to advise all other clubs in South Ayrshire of the proposals and obtain any feedback. If Carrick are happy with these proposals and have no objection it would be very helpful if you could send me an email to that effect and any other comments you wish as soon as possible as SAC have asked me to send them the responses from the clubs by this Friday !!!

Your help would be very much appreciated and if you need to contact me my home phone is


Mike Whiteford

Troon Tennis Club

From: Julie McAleese [REDACTED]
Sent: 17 November 2021 21:39
To: Mike Whiteford [REDACTED]
Subject: Re: [SPAM]Fw: Ayr Lawn Tennis Club - Application to SAC for a Community Asset Transfer of Seafield Tennis Courts

Hi Mike,

I'm sorry I must have missed the earlier email.

I can confirm that I have consulted with the committee of Troon Lawn Tennis Club and we are happy with your proposals to acquire ownership of Seafield Courts and develop them accordingly to the betterment of the community and promote tennis. We have no objections and wish you well.

Kind regards

Julie McAleese

Secretary of Troon Lawn Tennis Club

[Sent from Yahoo Mail for iPhone](#)

On Wednesday, November 17, 2021, 7:51 pm, Mike Whiteford [REDACTED] wrote:

Evening Julie

Sorry to bother you again but SAC are pushing me to let them have the responses and feedback from the other clubs by this Friday. I appreciate that you may have to consult the Committee but if you are able to let me have a reply by Friday it would be very much appreciated.

Mike Whiteford

From: Mike Whiteford
Sent: 15 November 2021 19:26
To: secretary@troontennis.org.uk <secretary@troontennis.org.uk>

Subject: Ayr Lawn Tennis Club - Application to SAC for a Community Asset Transfer of Seafield Tennis Courts

Good Evening Julie

I am contacting you as Chairperson of Ayr Lawn Tennis Club. The club has lodged a formal application with South Ayrshire Council to acquire ownership of the two public tennis courts at Carwinshoch View/Arrol Drive, Seafield, Ayr by way of a Community Asset Transfer. The club is also applying for funding to resurface the courts and install an electronic smart access gate system where a court can be booked using an app linked to ClubSpark. It would be a condition of any transfer that the land would only be used as tennis courts and the public would have access.

The Council has asked us to advise all other clubs in South Ayrshire of the proposals and obtain any feedback. If Troon are happy with these proposals and have no objection it would be very helpful if you could send me an email to that effect and other comments you wish as soon as possible as SAC have asked me today to send them the responses from the clubs by this Friday !!!

Your help would be very much appreciated and if you need to contact me my home phone number is [REDACTED]

Mike Whiteford

Coylton Tennis Club

From: Coylton Tennis <coyltontennis@gmail.com>

Sent: 17 November 2021 21:21

To: Mike Whiteford [REDACTED]

Subject: Re: Fw: Ayr Lawn Tennis Club - Application to SAC for a Community Asset Transfer of Seafield Tennis Courts

Dear Mike,

I apologise for the late reply to your email. Coylton Tennis Club have no objections and we send Ayr Lawn our best wishes.

Kind Regards

Caitlin Murray

Club Secretary

On Wed, 17 Nov 2021, 19:44 Mike Whiteford, [REDACTED] wrote:

Evening

Sorry to bother you again but SAC are pushing me to submit the other club's responses and feedback by this Friday. I appreciate that you may have to consult the Committee but if you can reply by Friday it would be greatly appreciated.

Mike Whiteford

From: Mike Whiteford

Sent: 15 November 2021 18:57

To: coyltontennis@gmail.com <coyltontennis@gmail.com>

Subject: Ayr Lawn Tennis Club - Application to SAC for a Community Asset Transfer of Seafield Tennis Courts

Good Evening

I am contacting you as Chairperson of Ayr Lawn Tennis Club. The club has lodged a formal application with South Ayrshire Council to acquire ownership of the two public tennis courts

at Carwinshoch View/Arrol Drive, Seafield, Ayr by way of a Community Asset Transfer. The club is also applying for funding to resurface the courts and install an electronic smart access gate system where a court can be booked by using an app linked to ClubSpark. It would be a condition of any transfer that the land would only be used as tennis courts and the public would have access.

The Council have asked us to advise all other clubs in South Ayrshire of the proposals and obtain any feedback. If Coylton are happy with these proposals and have no objections it would be very helpful if you could send me an email to that effect and any other comments you wish as soon as possible as SAC have asked me today to send them the responses from the clubs by this Friday !!!

Your help would be very much appreciated and if you need to contact me my home phone is

[REDACTED]

Mike Whiteford

Prestwick Tennis Club

From: Stewart Rogerson <Stewart.Rogerson@prestwicktennis.org>

Sent: 18 November 2021 20:24

To: thewhitefords@hotmail.co.uk <thewhitefords@hotmail.co.uk>

Subject: Ayr Lawn Tennis Club - Application to SAC for a Community Asset Transfer of Seafield Tennis Courts

Hi Mike,

I refer to your recent e-mail to Janice regarding the above and I respond to you in my capacity as Chair of Prestwick Tennis and Fitness.

Thank you for advising us of your application to acquire ownership of the two tennis courts at Seafield from South Ayrshire Council.

Based on the information provided, we have no objection in principle to what is being proposed by Ayr Lawn.

However, you may be aware that our club is presently in discussion South Ayrshire Council regarding our existing leasehold interest in Ayr Fort courts and the extensive upgrade required to this facility. We are presently seeking confirmation from the council that due consideration is being given to this project in the context of any agreement likely to be struck with Ayr Lawn over the Seafield courts.

Regards

Stewart

Stewart Rogerson

Board Member

Prestwick Tennis and Fitness Centre

1 Whinfield Place

Prestwick

KA9 2TS

Tel No 01292 474700

www.prestwicktennisandfitness.co.uk



**Additional Information
requested by South Ayrshire
Council from Ayr Lawn Tennis
Club November 2021**

Additional Information 1

Stage 2 CAT Application: funding, gate access; project management;

Additional information requested by South Ayrshire Council and submitted by Ayr Lawn Tennis Club 18.11.2021

Main application

p8 section 4.2

As regards future funding of the courts when they require resurfacing in 10/15 years it is the firm intention of the club through prudent financial planning to self finance from the club sinking fund. However as you will appreciate it is difficult to estimate what the financial situation of the club will be in 10/15 years time. The finances depend on member numbers and this is difficult to predict. This year the member numbers reached 240, the highest for 10 years, and it is hoped that this will be maintained and increased. As I have said the club hope to self-fund but if the need arises will apply for a grant or loan funding for any shortfall. If the application for CAT is successful and the club obtain ownership this security would make it much easier to obtain grant or loan funding if required. The club has been in existence over 100 years and has always been able to meet its financial obligations.

p8/9 section 4.3

As regards the smart access gate system I have been in touch with CIA Fire and Security Limited who designed and developed the gate system with the Lawn Tennis Association. The bespoke gate and entrance will have a built-in locking and door closing mechanism. The equipment to operate the access control online system will be in an enclosed lockable cabinet mounted at a high level above the entrance gate. Unfortunately as the gate is a swinging gate obstructions could be placed to stop the gate swinging closed. However although not in the design originally requested by the LTA the company CIA could add a contact to the gate to either log the fact that the gate is open and /or add a relay and a sounder to operate if the gate was left open for a specified period of time. This would be in addition to the original quotation. However to add a sounder to the gate they would add a heavy duty door contact, 12vdc timer delay and an external sounder at an additional cost of approximately £100 for these devices.

As part of the maintenance CIA would attend once a year to perform a full inspection of the gate and the control equipment but will be available to deal with any call outs. The club would be responsible for weekly inspections of the gate and to report any fault or vandalism to CIA by either calling one of the team on 01285 651025 or email

lta@ciafireandsecurity.co.uk

CIA can remotely view the status of the control equipment but not the physical state of the gate and its ancillaries. If there was any vandalism to the gate itself they would not be aware of it unless reported by the club. However CIA have installed about 400 of these gates and in only a handful of cases have they experienced reports of deliberate vandalism. Clearly the club will require to carry out weekly inspections and CIA have advised that they can assign a designated user within ALTC to be able to view the ACT software they use to operate the gate enabling them to view the online status of the system and review the logs.

p9 section 4.4

The project will be managed by the designated project manager of the specialist contractors Doe Sports or Sportex and will be overseen by an ALTC project group consisting of me as Chairperson, Club Treasurer and also the Ground Convenor. The club has successfully managed projects in the past at Southpark Road including building a new clubhouse , replacing the court surface twice with artificial grass and artificial clay, installing floodlights on two courts, replacing perimeter fencing , installing new entrance gate and repointing and repairing perimeter walls. The club has worked in the past on these projects with both Doe Sports and Sportex and know the personnel involved. The club has been happy with all the work carried out by these companies and any problems or defects were attended to promptly. I confirm that all work will be carried out to the recognised industry standards to comply with the LTA regulations, standards and dimensions for tennis courts. Seafield Tennis Courts widening access.

Sport strategy

1. The club has considered and consulted the SAC Physical Activity and Sport Strategy and consider that the application and proposals complies with this and particularly is in line with strategic goal 2 on page 9 of the document. This proposal will provide an opportunity for everyone whatever their age to become involved in tennis and become more active. It will provide a quality facility where people can access tennis which will benefit physical and mental wellbeing. It will make tennis more accessible for people who do not at present participate or who may be considering becoming involved.

Club coach

2. I confirm that Sadie Gow, the club's Junior Convenor, and Gillian McIlroy, the club Coach, will contact Claire Rogerson, the SAC Thriving Communities Team Leader responsible for Active Schools to arrange a meeting to discuss the proposals .

3. The Club Coach is Gillian McIlroy who is an LTA Level 4 Performance Coach with a wealth of experience. Details of the Coach can be found on the club website under "Coaching". I shall forward to you a separate email from Gillian detailing her qualifications, past experience and projects etc. In particular Gillian has been responsible for producing regional players from the mini tennis programme while at Prestwick and has run LTA initiatives like "Miss Hits" and "She Rallies" to attract more girls into tennis. The club has a group of volunteer tennis leaders who are PVG checked and staff the Saturday morning FunTennis for primary school aged members and visitors for 1.5 hours which runs for 8 months of the year. These volunteers consist of the Junior Convenor and 3 other Committee members but other member/parents have indicated an interest to join the rota. The club operates indoor mini tennis at Belmont Academy on Wednesday evenings for 2 hours from mid-October to mid-March. The coach has a pool of teenage helpers to support these classes. For the outdoor coaching programme the Coaching team consists of the Club Coach Gillian along with an assistant Level 1 coach and also a pool of 3 teenage members to assist if required. There is also another member who is a Level 2 coach and booked to start her Level 3 course next year. The club is also looking to run a tennis leaders course for some of the junior members to enable them to progress to being able to assist with classes at the club.

Causal play community benefits

4. The club consider that an easily available accessible public facility would be of great benefit to the community and in particular to occasional and casual players. There are people who want to play and try tennis but do not want to commit to membership of a club or perhaps feel that their standard of play is not good enough to join a club but would like to play on a public court first and just want to enjoy the outdoor environment. All of this would widen tennis participation.

Additional Information 2

Outline of Ayr Lawn Tennis Club's community outreach and benefits of additional courts

Further information as requested by South Ayrshire Council. Received 18th November 2021

Evidence of Previous Community Engagement/Outreach pre-Covid by Ayr Lawn TC

- 1) Club Agreement with Active Schools (see separate file)
(Coaches Sally Gow in Feb 2017 and Robert Henson in Sept 2018 sent the signed agreement to Kirsty Mackay, Head of Active Schools at SAC at that time)
- 2) Email from Belmont Cluster Active Schools Coordinator in August 2018
- 3) Summary of school links and ALTC outreach work from Sept 2018 to March 2020
- 4) Summary of Tennis Activity currently offered to Community by Ayr Lawn TC

Email from Belmont Cluster Active Schools Coordinator

From: **Parker2, Emma** <Emma.Parker2@south-ayrshire.gov.uk>

Date: Tue, 14 Aug 2018, 14:27

Subject: Schools Tennis coaching

To: ayrlawntennis@gmail.com <ayrlawntennis@gmail.com>

Hi,

Last year the Belmont Cluster received some tennis coaching within some of their schools and I was wondering if this would be a possibility for this year? It was Robert Henson who came into coach last year.

The schools love the input from the club and coach. We have had this for a few years now and its always been a success.

If you could let me know if this is a possibility for this year or if Robert could get in touch again

Thanks

Emma

Emma Parker | Active Schools Coordinator – Belmont
Cluster | emma.parker2@south-ayrshire.gov.uk | Mob: 07815714546 | South Ayrshire
Council

Summary of School links and ALTC Outreach work from Sept 2018 to March 2020

Robert Henson

5th Sept - 5th Oct 2018 5 weeks of lunchtime sessions once/week for approx. 12 children per session

Kincaidston Primary (Fridays) and Doonfoot Primary (Wednesdays)

14th Nov - 5th Dec 2018 After-school sessions 3-4 p.m. once/week for approx 12 children per session

St Johns Primary

6th - 27th Feb 2019 4 Wednesday Taster sessions 3-4 p.m. for approx 12 children per session.

Alloway primary

6th - 20th March 2019 After-school once/week 3-4 p.m. and 4-4.45 p.m. for 8-10 children per session

St Johns Primary

Robert also ran two LTA "Tennis for Kids" courses in 2018 with 8 children aged 4-8. Six week course of 1 hour sessions at ALTC. Parents paid £25 and LTA supplied a tee-shirt and mini tennis racket to each child; all were new to tennis.



Figure 1 Children playing tennis

Karoline Farzeleyev

November 2019 3 x 1 hour taster sessions to 8-12 children/session

Alloway Primary

20th Jan - 3rd March 2020

Kincaidston Primary Mondays 3-4 pm approx ten P3/P4 children;

Alloway Primary Tuesdays 3-4 pm approx ten P2 Children

(ALTC paid these Level 2 coaches to do this outreach work)



Figure 2 Children playing games in a school hall

2) Summary of Tennis Activity currently offered to Community (Non-members) by Ayr Lawn TC

Indoor Mini tennis for Ages 5-8 and 8-11yrs (Coach Led)

8 weeks Oct-Dec and 10 weeks Jan-March in Belmont Academy Games Hall
Wednesday evenings 6-8 p.m. 30-40 children per night.

Low cost £4.50 per class for non-members of ALTC and £3.50 for members
Free “bump-up” day in March to Outdoor Coaching Programme.

This has been running for >10 years and introduces local children to tennis.

Distribution of 2000 fliers printed by ALTC to local schools (Kincaidston, Alloway, Doonfoot, Ayr Grammar, Holmston and St Johns) aided by Active Schools Coordinators.

Outdoor Junior Coaching Programme (Coach Led)

All after-school classes are open to non-members of ALTC.

Six-week Blocks- Autumn term, Winter term, Spring term and Summer term.

Mini tennis classes for age 5-8 (red ball); age 9 (orange ball) age 10 (green ball) and age 11-18 (yellow ball) are provided Tues-Friday for 1 hour sessions 4-6 p.m.

Non-members pay £9 more per block than ALTC Junior members.

Restricted to using two of the courts at Southpark Rd. Maximum 12 players per class.
New Head Coach Gillian McIlroy has approx 70 Juniors on the Programme (~25% are non-members).

This is almost double the previous numbers coming. Refurbished Seafield Courts will allow us to grow numbers further on this Programme.

Tennis Camps Over the School Holidays (Coach Led)

Two weeks at Easter, 2-4 weeks in Summer; 1 week in October.

E.g. October Holiday week 2021

Age 5-8 10-11.30 am (1 court)

Age 9-10 11.30 -1 pm (2 courts)

Age 11+ 2-3.30 pm (2 courts)

Non-members pay £15 more per week; daily rates available.

Gillian had 35 children attending in total for this October camp, many new to tennis and she needs more court space to expand and cater for the demand in the local community.

Tots Tennis (Coach Led)

Three 45 min sessions for age 2-4 with accompanying adult. £4 per class PAYGO

Tues 1.30-2.15; Wed 10-10.45; Thurs 10-10.45.

This introduces tots and their parents to tennis. Gillian has about 10 tots per class.

Saturday Morning Fun Tennis (Volunteer Led)

Every Saturday morning March-Oct 10-11.30 a.m. Free to Junior members of ALTC but visitors are welcome PAYGO £2.

Pressure on court-time noted with growing Junior Programme. Additional Courts at Seafield would allow ALTC to continue to provide this activity and be more visible to the community (Southpark Rd Courts are behind a high wall) encouraging participation. Usually 8-12 children attend, age 8-13 yrs.

Adult Beginners and Cardiotennis (Coach Led)

Two classes of each run at Southpark Rd one day-time and one in the evening; both are open to non-members who pay £2 more per class. 12 players attend regularly per week for each.

Pressure on court-time during senior tennis league season. Seafield Courts would allow these classes to continue uninterrupted and expand. Running these activities at Seafield would also make them more visible to the Community and attract more participants; no previous tennis experience is needed to get started.

Open Days

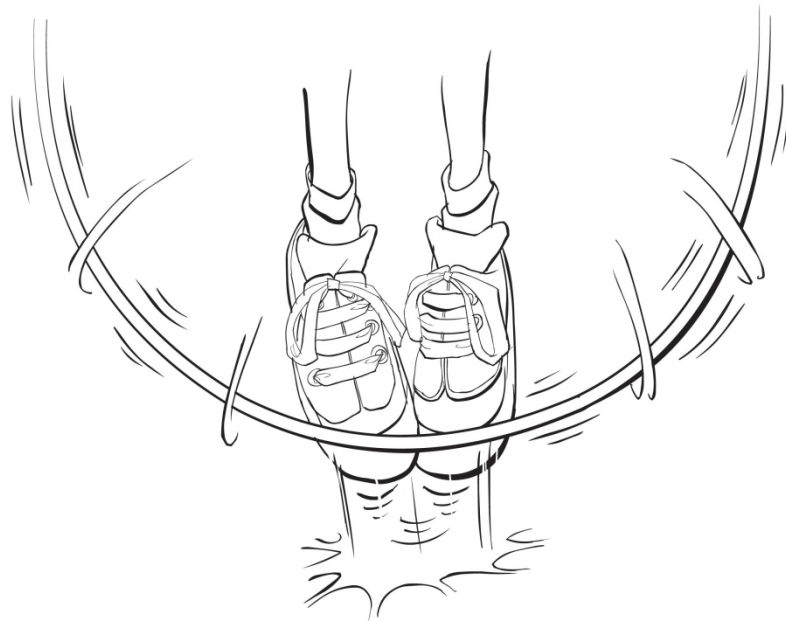
Run at Southpark Rd at start of April to attract people to come and try tennis and see behind the high wall. Being able to run additional Open Days at Seafield courts would be much more visible to the community.

Additional Information 3: Active Schools Agreement



Further information as requested by South Ayrshire Council. Received 18th November 2021

ACTIVE SCHOOLS Club Agreement



ACTIVE SCHOOLS PROGRAMME

WELCOME

South Ayrshire Council would like to thank you for supporting Active Schools and for helping children participate in sport and physical activity. We hope that you and your club enjoy working within South Ayrshire's schools and find the sessions both rewarding and fun.

This club agreement is aimed at ensuring you are equipped with all the relevant information and contact details that are required to ensure that your sessions are a success and that your club are recognised by the children and their schools through Active Schools.

South Ayrshire Active Schools 2015-16 Contact Details

Active Schools Manager Base:- Queen Margaret Academy	Kirsty Mackay 07977 202231/ Kirsty.mackay@south-ayrshire.gov.uk
Competitive School Sport Officer Base:- Queen Margaret Academy	Jill Tomlinson 07977 111435 / jill.tomlinson@south-ayrshire.gov.uk
Cluster	Active School Coordinators With responsibilities for Primary Schools
Ayr (& St John's PS) Base:- Queen Margaret Academy	Stuart O'Hara 07815 714546 / stuart.ohara@south-ayrshire.gov.uk School sport development: ice sports
Belmont Base:- Alloway PS	Emma Parker 07970 871838 / emma.parker2@south-ayrshire.gov.uk School sport development: netball
Carrick (& St Cuthbert's PS) Base: - Gardenrose PS	Ryan Douglas 07966 681172 / Ryan.Douglas@south-ayrshire.gov.uk School sport development: rugby and cricket
Girvan (& Sacred Heart PS) Base:- Queen Margaret Academy	Claire Rogerson 07976 069482 / claire.rogerson@south-ayrshire.gov.uk School sport development: badminton and tennis
Kyle Base:- Queen Margaret Academy	Fiona Reid 07815 714070 / fiona.reid@south-ayrshire.gov.uk School sport development: table tennis
Marr Base:- Queen Margaret Academy	Duncan Sturgeon 07967 038486 / duncan.sturgeon@south-ayrshire.gov.uk School sport development: football and handball
Prestwick Base: - Monkton PS	Valerie Ogilvie 07977 115762 / Valerie.ogilvie@south-ayrshire.gov.uk School sport development: hockey and lawn bowls
St Ninian's PS, St Patrick's PS Base:- Queen Margaret Academy	David Phee 07854 658798 / David.phee@south-ayrshire.gov.uk School sport development: athletics and golf

Secondary and ASN Schools	Active School Coordinator With responsibilities for Secondary & ASN Schools
Ayr, Kyle & Prestwick Academy Base:- Queen Margaret Academy	Amiee Alexander 07970 871808 / amiee.alexander3@south-ayrshire.gov.uk School sport development: gymnastics and dance
Belmont Academy / Marr College, Southcraig and Invergarven Base: - Queen Margaret Academy	Caitlin Anderson 07811 413908 / caitlin.anderson@south-ayrshire.gov.uk School sport development: volleyball and inclusive sports
Carrick & Queen Margaret Academy Base:- Queen Margaret Academy	David Phee 07854 658798 / David.phee@south-ayrshire.gov.uk School sport development: athletics and golf
Girvan Academy Base: – Queen Margaret Academy	Claire Rogerson 07976 069482 / claire.rogerson@south-ayrshire.gov.uk School sport development: badminton and tennis

Attainment Challenge Schools	Active Schools Assistant
Braehead PS	Tony Bryson 07790 934473 / tony.bryson@south-ayrshire.gov.uk
Dalmilling PS	Adam McGovern 07870 507923 / adam.mcgovern@south-ayrshire.gov.uk
Newton PS	Greg Vernon 07870 507760 / greg.vernon@south-ayrshire.gov.uk

CHILD PROTECTION POLICY

South Ayrshire Active Schools is fully committed to safeguarding the welfare of all children in their care. It recognises the responsibility to promote safe practice and to protect children from harm, abuse and exploitation.

Staff and volunteers will work together to embrace difference and diversity and respect the rights of children and young people.

This document outlines South Ayrshire Active Schools' commitment to protecting children.

CHILD PROTECTION GUIDELINES ARE BASED ON THE FOLLOWING PRINCIPLES:

- The welfare of children is the primary concern.
- All children, whatever their age, culture, disability, gender, language, racial origin, socio-economic status, religious belief and/or sexual identity have the right to protection from all forms of harm and abuse.
- Child protection is everyone's responsibility. You should report any concerns about abuse and it is the responsibility of the School, Social Work Department and Police to conduct, where appropriate a joint investigation.
- Children have the right to express views on all matters, which affect them, should they wish to do so.
- Organisations shall work in partnership together with children and parents to promote the welfare, health and development of children.
- Work in partnership with other partner agencies to safe guard and protect the welfare of children.

CHILD PROTECTION

- Create a safe, secure and enjoyable environment in which to train and play.
- It is everyone's responsibility to protect children from harm, abuse and exploitation.

- It is your responsibility to protect yourself and conduct yourself in a professional manner.
- Fulfilling your responsibilities under your duty of care and never finding yourself in a compromising situation with a child.

Please refer to child protection policy and procedures for further information

CHILD PROTECTION PROCEDURES

1) Grounds for Concern

Grounds for concern can arise from wide range of circumstances and will generally be covered by the following:

- A child states that abuse has taken place or that the child feels unsafe
- A third party or anonymous allegation is received.
- A child's appearance, behaviour, play, drawing, or statement(s) cause suspicion of abuse

If you do not share your concerns, a child may be harmed.

2) What should I do?

- Listen carefully to what is said.
- Observe what is happening.
- Write down exactly what you see and hear.
- If you are seriously concerned about a child or a young person's welfare don't delay.
- Report any concerns immediately to your Active Schools Coordinator (ASC) and / or Head Teacher (HT).

3) Action points for all Club Coaches

- Immediately report any grounds for concern to the following people in the following situations
 - 1 If in a school environment report to HT
 - 2 If at an event report to the lead ASC
 - 3 If at a community club and there is no HT or ASC present contact the relevant social work team immediately.
- Do not wait to gather evidence
- Do not promise to keep a secret.
- Share information with relevant agencies, social work and in certain circumstances the police.
- Be aware of confidentiality.
- You must record the information clearly, accurately and succinctly using the child's own words.
- Follow the guidance given by the head of establishment or child protection coordinators and social work department.

IF IN DOUBT, CHECK IT OUT!

IN THE EVENT OF A FIRE

- Ensure you have the register but leave all other personal belongings inside the venue. You should lead the group from the building ensuring all doors are closed behind.
- Make your way to the designated area, and check you have all children present
- Do not re-enter the building until you are given the all clear by either school staff or fire brigade

ACCIDENTS

- Alert the first aider who will administer any treatment needed
- Record the incident on both school and Active Schools report forms
- If the person is well enough to join back in activities, keep an eye to ensure they do not deteriorate
- At the end of the session inform parent/guardian who is picking up child the extent of the injury
- For serious injuries ensure the child's parent/guardian has been informed. You may have to accompany a child to the hospital if an emergency contact cannot be reached.
- Report all accidents to your Active Schools Coordinator as soon as possible
- Adult Injury/Illness - if children are taking part in more than one area, they should be brought together. Safety of the children is important at all times

EQUAL OPPORTUNITIES

South Ayrshire Council works hard to ensure equality of opportunities and enable all its volunteers, staff, clubs, coaches and delegates to achieve their full potential in furtherance of our objectives. The organisation will not tolerate any unlawful acts of discrimination, any forms of harassment or any unjustifiable acts of discrimination on any grounds including, colour, race, nationality, ethnic or national origin, sex, marital or parental status, sexual orientation, disability, religious belief, social class or age.

INSURANCE

South Ayrshire Council has Public Liability insurance cover for insurance in respect of volunteers and their activities and any actions that are required to ensure that

suitable cover is in place. The policy applies to volunteers, is in respect of legal liability and provides cover only where the incident results from negligence. Volunteers should be aware that the Council does not have general professional indemnity insurance cover in place. Accordingly, volunteers should not provide advice or information out with the limits of any training received.

DISCIPLINARY PROCEDURES

When the Active Schools Coordinator believes there is reason for concern regarding the conduct of a coach/club, a disciplinary process will come into place:

1. Discussion with Active Schools Coordinator
2. Verbal warning
3. Written warning
4. Formal meeting and investigation
5. Suspension or termination of voluntary opportunity

In case of severe misconduct, the Active Schools Coordinator may dispense of stages 1-3 and after a meeting as described in stage 4, move directly to stage 5.

Repeat offences will also be dealt with seriously and may result in suspension or termination of voluntary role.

If a coach/club is asked to leave the project immediately, the coach/club has the right to appeal and may do so in writing to the Active Schools Manager.

CLUB CONTRACT

I have read and understood the Active Schools Club Agreement and agree to following the procedures/code of conduct outlined throughout.

Club name (block capitals please) _____

Signed (Club Coach/Representative) _____

Date _____

The following details will be published on the South Ayrshire Active Schools Website:

Sport:	
Club Name:	
Contact Telephone Number:	
Contact Email:	
Club website:	
Club Venue:	

Additional Information 4: Coach profile, qualifications, volunteers

Further information as requested by South Ayrshire Council. Received 18th November 2021

From: Gillian Mcilroy [REDACTED]
Sent: 16 November 2021 13:05
To: Mike Whiteford [REDACTED]
Subject: Re: Seafield Tennis Courts - URGENT

Hi

I am a Level 4 Senior Performance coach which means I have gone through all my previous levels of qualification plus extra qualifications in disability tennis, cardio tennis, schools coaching and performance 10u.

I have worked within the team of coaches at Prestwick Tennis and Fitness for 16 years - 2 of which were as head coach before joining Ayr Lawn. During my time at Prestwick part of my role was growing participation and bringing new players into the club. I have worked within schools taking PE sessions, kids then would get invited to free sessions at the club and then invited to holiday camps and to join classes.

At Ayr Lawn since I have joined the classes have over 70 children attending weekly and a recent addition of matchplay saw 20 children playing matches at the weekend.

I think with extra courts and access to taking school classes this number could grow.

At the moment the coaching team consists of myself and a Level 1 assistant. Within the club there are 4 committee members who volunteer in helping with fun kids tennis. Along with another member who is currently a level 2 coach and booked on to start her Level 3 in the new year. We are also looking to run a tennis leaders course for some of our juniors to give them a start onto helping out with classes at the club.

Anything else you need let me know.

Hope this helps.

Gillian

Sent from my iPhone

Additional Information 5 – ALTC and SAC Thriving Communities/Active Communities. Meeting note 20.11.2021

From: Sadie Gow [REDACTED]
Sent: 21 November 2021 21:14
To: Jamieson, Robin <Robin.Jamieson@south-ayrshire.gov.uk>
Cc: Rogerson, Claire <Claire.Rogerson@south-ayrshire.gov.uk>; Gillian Mclroy <[REDACTED]>; Michael Whiteford <[REDACTED]>
Subject: Feedback from Meeting on Saturday at ALTC with Claire Rogerson

Hi Robin,

Gillian Mclroy (ALTC Head Coach) and myself had a good meeting with Claire Rogerson on Saturday. Claire explained that Active Schools now comes under the Thriving Communities Dept of SAC and has a wider remit to cover engaging all age-groups in sport , not just school-age children. Gillian explained that all but one of the classes that she runs for ALTC are open to non-members of the tennis club but she has reached full capacity at the Southpark Rd courts for the outdoor Junior programme. I explained that the weekly tennis activities available to members of ALTC serve the full age-range and provide physical health and social benefits. Claire is also now aware that ALTC is a charity with the aim of increasing the playing of tennis in Ayrshire; she suggested that this might increase funding opportunities.

So just to summarise what ALTC currently offers to the community and what Seafield Courts could enable:

All of the coach-led activities listed below that run at the 3 courts at Southpark Rd are open to non-members of the tennis club:.

- Junior Coaching programme
- Tennis Camps run in the Easter, Summer and October School Holidays
- Tots Tennis (which also introduces new parents to tennis)
- Adult Beginners/Rusty Rackets classes
- Cardiotennis (a fitness class with minimal tennis skills required)

These classes have reached capacity court-usage at Southpark Rd. Having two renovated courts at Seafield would enable ALTC to provide more classes and places on them to the benefit of the Community.

Membership of ALTC provides the following weekly activities at no extra cost to a range of age-groups benefiting members' physical fitness and mental well-being:

- Ladies mornings (mostly retirees)
- Ladies/Gents nights
- Social Mixed Doubles on Sunday afternoons (very welcoming to new members)
- Junior Fun Tennis on Saturday mornings (for age 8-14 years)
- Court-booking for private play
- Members can sign-in a visitor to play at the club 3 times for a small fee.

We have seen a significant increase in membership due to a number of factors: tennis being permitted during Covid, obtaining a Level 4 Coach and having a new court-surface at Southpark Rd.

Acquiring two renovated courts at Seafield would serve the community by:

- 1) providing a "Pay & Play" tennis facility to the general public
- 2) enabling ALTC to provide more coach-led activity to local people who do not belong to a tennis club
- 3) enabling ALTC to explore new initiatives e.g.:
 - outdoor taster sessions for school classes
 - a tennis festival for teams from local schools
 - Open Days at Seafield Courts that would be more visible to the Community and increase interest in trying tennis.

Claire Rogerson has said that she will be in touch with you about the ALTC and SAC Active Schools memorandum of understanding.

For our part, ALTC is very keen to work with Active Schools and the Thriving Communities Team to deliver existing activities and also to deliver enhanced tennis provision as enabled by renovated Seafield courts. Gillian McIlroy would act as the key contact for ALTC.

Kind Regards,

Sadie Gow

ALTC

Additional Information 5: SAC Sport and Physical Activity Strategy and future working together

Hi Robin,

I met with Gillian and Sadie from Ayr Lawn Tennis club on Saturday to discuss how the club could provide the local community around the Seafield Tennis Courts with the opportunity to play tennis. They have suggested that they will provide opportunities for all ages and abilities which would fit with the South Ayrshire Sport & Physical Strategy which is to provide everyone in South Ayrshire the opportunity to participate in sport or physical activity. The club have also agreed to work with the Health and Wellbeing team to help provide Doonfoot Primary various tennis opportunities which would link to tennis programmes the club would be running at the Seafield Courts as it is the closest school.

It is clear that Ayr Lawn's membership is at capacity due to the lack of space they have within their current facility and that the upgrade of the Seafield Courts would help them expand their membership and the services they can offer to current members and members of the local community.

Once the Health & Wellbeing team's new Club Ready Accreditation Scheme is launched in the new year I have offered to go down to the club and talk them through what they need to do to become a Club Ready Gold Club.

Hope this helps and if you need any more information please get in touch.

Thanks

Claire

Claire Rogerson | Team Leader for Sport & Physical Activity | Thriving Communities | People Directorate | claire.rogerson@south-ayrshire.gov.uk | Tel: 07976069482 | Ayr Academy | South Ayrshire Council | Ayr Academy | University Avenue | Ayr | KA8 0SZ | www.activesouthayrshire.co.uk

Claire Rogerson | Stiùiriche Sgioba airson Spòrs & Gnìomhachd Corporra | Coimhearsnachdan Soirbheachail | DaoineTùr Uallais | Claire.Rogerson@south-ayrshire.gov.uk | Tel: [07976069482](tel:07976069482) | Acadamaidh Daoine Inbhir Àir | Slighe Oilthigh | Ayr | KA8 0SZ | www.activesouthayrshire.co.uk

AYR LAWN TENNIS CLUB
CONSTITUTION

**Constitution of
Ayr Lawn Tennis Club**

Constitution of Ayr Lawn Tennis Club

CONTENTS		
GENERAL	Definitions, Name, Office, Community Definition & Purposes, Powers, General Structure	Clauses 1-6
MEMBERS	Membership, Application for membership, Membership Subscriptions, Re-Registration of Members, Liability, Cessation, Register of Members, Associates	Clauses 7-20
DECISION-MAKING BY MEMBERS	General Meetings, Chairperson, Quorum, Voting, Proxy, Resolutions, Adjournment	Clauses 21-31, Schedule 1
BOARD (CHARITY TRUSTEES)	Management by the Board, Interim Board, Composition, Elected, Appointed and Co-opted Charity Trustees, Vacancy, General Duties, Code of Conduct, Register of Trustees, Termination	Clauses 33-49,
DECISION-MAKING BY CHARITY TRUSTEES	Chairperson, Board Meetings, Voting, Sub Committees	Clauses 50-59
ADMINISTRATION & FINANCE	Constraints on payments, Personal interests, Office Bearers, Finances & Accounts, Notices, Records of meetings, Indemnity, Alteration to Clauses, Dissolution	Clauses 60-72

Charities and Trustee Investment (Scotland) Act 2005

**Constitution of
Ayr Lawn Tennis Club**

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.
- **"Charitable purpose"** means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.
- **"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.

	NAME
1	The name of the organisation is Ayr Lawn Tennis Club ("the Organisation").
2	The Organisation will, upon registration, be a Scottish Charitable Incorporated Organisation (SCIO).
	REGISTERED OFFICE
3	The principal office of the organisation will be in Scotland (and must remain in Scotland).
	DEFINITION OF COMMUNITY AND PURPOSES
4	The Organisation has been formed to benefit the community of Ayr and the wider Ayrshire council areas (the "Community"), with the following purposes (the "Purposes"):
4.1	The advancement of public participation in sport through provision of tennis facilities in Ayr to promote, encourage and facilitate the playing of tennis.
	POWERS
5	The SCIO has power to do anything which is calculated to further its purposes or is conducive or incidental to doing so.
	GENERAL STRUCTURE OF THE ORGANISATION
6	The organisation is composed of:
6.1	Members (composed of Ordinary Members and Junior Members);
6.2	Associates ; and
6.3	Charity Trustees (composed of Elected Charity Trustees, Appointed Charity Trustees; and Co-Opted Charity Trustees, following the first GM).
	MEMBERSHIP
7	The members of the organisation shall consist of those individuals who made the application for registration of the organisation and such other individuals as are admitted to membership under the following clauses.
8	The organisation shall have no fewer than 20 members at any time; 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	Individuals aged 18 or over who are members of the Community ("Ordinary Members"); and
9.2	Individuals aged under 18 who are members of the Community ("Junior Members") (such Members not being eligible to serve as Charity Trustees, attend meetings or have any voting rights).
9.3	If a member ceases to fulfil the criteria within clause 9.1 or 9.2, that individual must inform the Organisation. The Organisation may choose to reclassify a Junior Member as an Ordinary Member.
	APPLICATION FOR MEMBERSHIP
10	No Individual may become a Member unless that Individual has submitted a written application for membership in the form prescribed by the Charity Trustees and the Charity Trustees have approved the application. Members shall agree to adhere to the Lawn Tennis Association code of conduct and disciplinary rules.
11	The Charity Trustees shall consider applications for membership promptly. The Charity Trustees shall assess each application to determine whether the applicant meets the criteria for becoming an Ordinary Member or Junior Member.
12	Membership of the organisation may not be transferred by a member.
	RE-REGISTRATION OF MEMBERS
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 email) that they wish to remain as a member of the organisation or fails to renew their membership before the expiry of the 28 day period referred to in clause 13 , the Board may expel them from 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.
	LIABILITY OF MEMBERS
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.
	CESSATION OF MEMBERSHIP
16	A member shall cease to be a member if:
16.1	that Member sends a written notice of resignation to the registered office of the Organisation; they will cease to be a member as from the time when the notice is received by the organisation;
16.3	that Member has failed to respond to any re-registration request under clause 13;
16.4	That member has failed to pay their membership subscription by 1st April or has failed to pay over a period specified by the organisation;
16.5	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 special 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;
16.6	in the case of an Individual, that Individual has died (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.
	REGISTER OF MEMBERS
17	The Board must keep a register of members, setting out for each current member: <ul style="list-style-type: none"> a) their full name; b) their address; and c) the date on which they were registered as a member of the organisation.
17.1	Where any member is not an individual, the register must also contain: <ul style="list-style-type: none"> a) any other name by which the member is known; b) the principal contact for the member; c) any number assigned to it in the Scottish Charity Register, if it is a charity; and d) any number with which it is registered as a company, if it is a company.
17.2	For each former member the register must set out, for at least six years from the date on they ceased to be a member: <ul style="list-style-type: none"> a) their name; and b) the date on which they ceased to be a member.

17.3	The Board must ensure that the register of members is updated within 28 days of receiving notice of any change.
17.4	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.
	ASSOCIATES
18	Individuals wishing to support the Purposes who are not members of the Community may become associates of the Organisation ("Associates"). Associates may attend and speak at GMs but may not participate in such meetings for voting or quorum purposes.
18.1	No Individual may become an Associate unless that Individual or Group has submitted a written application to become an Associate in the form prescribed by the Charity Trustees and the Charity Trustees have approved the application.
18.2	The Charity Trustees shall consider applications for associateship promptly. The Charity Trustees shall assess each application to determine whether the applicant meets the criteria for becoming an Associate.
19	The Charity Trustees shall cause a register of associates to be maintained containing: <ul style="list-style-type: none"> (a) the name and address of each Associate; (b) the date on which each Individual was registered as an Associate; and (c) the date at which any Individual ceased to be an Associate.
20	An Associate shall cease to be an Associate if:
20.1	that Associate sends a written notice of resignation to the Organisation;
20.2	that Associate becomes a member of the Community;
20.3	a resolution that that Associate be expelled from being an Associate (where that Associate's conduct, in their capacity as Associate, has been detrimental to the effective functioning of the Organisation) is passed by special 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 is entitled to be heard); or
20.4	(a) the Individual becomes insolvent or apparently insolvent or makes any arrangement with their creditors; or (b) the Individual has died.

	GENERAL MEETINGS (Meetings of the Members)
21	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, must clearly state the purposes of the meeting, 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.
	Annual General Meeting
22	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.
22.1	The business of each AGM shall include: <ul style="list-style-type: none"> (a) a report by the Chairperson on the activities of the Organisation; (b) the election of Elected Charity Trustees; (c) the fixing of annual subscriptions; (d) consideration of the accounts of the Organisation; (e) a report of the auditor or independent examiner if applicable; and (f) the appointment of the auditor or independent examiner if applicable.
	Notice of General Meetings
23	Subject to the terms of clause 67, notice of a GM shall be given as follows:
23.1	At least 14 Clear Days' notice must be given of any GM.
23.2	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 <ul style="list-style-type: none"> (a) in the case of a resolution to alter the constitution, must set out the exact terms of the proposed alteration(s); and (b) in the case of any special resolution (as defined in clause 30) must set out the exact terms of the resolution.
23.3	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.
23.4	The Chairperson of the GM may, with the consent of a majority of the Members voting (in person or by proxy), adjourn the General Meeting to such time, date and place as the Chairperson may determine.
	CHAIRPERSON OF GENERAL MEETINGS

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 do so the Vice-Chairperson of the organisation shall act as Chairperson of the GM.</p> <p>(c) If neither the Chairperson nor the Vice-Chairperson is 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>
QUORUM AT GENERAL MEETINGS	
25	<p>The quorum for a GM shall be the greater of:</p> <p>(a) eleven Members; or</p> <p>(b) 10% of the Members,</p> <p>present either in person or by proxy.</p> <p>No business shall be dealt with at any GM unless a quorum is present.</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 may make arrangements in advance of a GM to allow members (or their proxies) to fully participate remotely, so long as all those participating in the meeting can communicate with each other; and all Members (or their proxies) may vote during the meeting. A Member or proxy participating remotely by such means shall be deemed to be present in person at the GM.</p>
VOTING AT GENERAL MEETINGS	
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 or by proxy, by a show of hands</p>
26.2	<p>A secret ballot may be demanded by:</p> <p>(a) the chairperson of the GM; or</p> <p>(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>Whilst the attendance of Members at GMs is encouraged, a Member may appoint a proxy to attend a GM on behalf of that Member. A proxy appointed to attend and vote at a GM on behalf of a Member need not be a Member and shall have the same rights as the Member who appointed them to speak and vote at the GM.</p>

27.1	The form appointing the Proxy shall be in the form set out in Schedule 1 annexed to these Clauses;
27.2	The form appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy thereof, shall be lodged at the Registered Office not less than 48 hours before the time of the GM at which the proxy is to be used; and
27.3	No form of proxy shall be valid more than 12 months from the date it was granted.
28	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.
	Resolutions
29	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 proxy).
30	<p>Certain resolutions must be passed as Special Resolutions, including resolutions:</p> <ul style="list-style-type: none"> a) to alter the name of the Organisation; or b) to amend the Purposes; or c) to amend these Clauses; or d) to wind up the Organisation in terms of clause 72. <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 proxy).</p>
31	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.
31.1	An Ordinary Resolution may be passed in writing if signed by a simple majority of all the Members.
31.2	A Special Resolution to wind up the Organisation or amend its constitution may be passed in writing if signed by all the Members.
31.3	Any other Special Resolution may be passed in writing if signed by not less than two thirds of all the Members.
31.4	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.
31.5	Written resolutions must be accompanied by a statement informing the Member:

	<p>(a) how to signify agreement to the resolution;</p> <p>(b) how to return the signed resolution to the Organisation (in hard copy (posted or hand-delivered) or electronic form (faxed or e-mailed));</p> <p>(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</p> <p>(d) that they will not be deemed to have agreed to the resolution if they fail to reply.</p>
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.
	SUBSCRIPTIONS
32	<p>Membership subscriptions shall be set at a Special General Meeting and shall be due by 1 April of that year. By arrangement with the organisation the subscription may be paid in 6 separate monthly instalments by standing order or direct debit or such fewer instalments to ensure the subscription is paid in full by the end of September of that calendar year.</p> <p>In the event of a member defaulting in the arrangement to pay by instalments the whole subscription or balance thereof shall become due immediately. Any ordinary or junior member whose subscription has not been paid by 1 April or by 30 September shall be deemed to have resigned their membership of the club and shall not be permitted to participate in the club's activities or vote at general meetings.</p> <p>The committee shall have the power to take legal action for the recovery of subscriptions remaining unpaid at 1 April or 30 September if paying by instalments where no resignation has been given and the member is known to be using the club's facilities from 1 April onwards. The club may refund part of a member's subscription if it considers it appropriate taking into account all the circumstances.</p>

	ORGANISATION MANAGEMENT
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.
	INTERIM BOARD
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.
	COMPOSITION OF THE BOARD OF CHARITY TRUSTEES
35	The number of Charity Trustees shall be not less than 5 and the total number of Charity Trustees shall not be more than 10.
	APPOINTMENT OF CHARITY TRUSTEES
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
36.3	up to 2 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.
	ELECTED CHARITY TRUSTEES
37	At each Annual General Meeting of the Organisation, the Members shall elect up to 10 individual Ordinary Members as Elected Charity Trustees.
37.1	Elected Charity Trustees must be nominated by at least two Ordinary Members.
37.2	Each Member has one vote for each vacancy in the Elected Charity Trustees on the Board.
37.3	At each Annual General Meeting, all of the Elected Charity Trustees shall retire from office at the close or adjournment of that meeting.
37.3	A retiring Charity Trustee shall be immediately eligible for re-election.
	CO-OPTED CHARITY TRUSTEES
39	Subject to clause 35, the Charity Trustees may appoint up to 2 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 all Board meetings which they attend, and is eligible to vote at them.
	VACANCY
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.
	CHARITY TRUSTEES – GENERAL DUTIES
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.
CODE OF CONDUCT FOR CHARITY TRUSTEES	
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.
46.2	Charity trustees agree to adhere to the Lawn Tennis Association code of conduct and disciplinary rules.
	REGISTER OF CHARITY TRUSTEES
47	The Board must keep a register of Charity Trustees, setting out for each current Charity Trustee: <ul style="list-style-type: none"> a) the name of the Charity Trustee; b) the address of the Charity Trustee; c) the date on which they were appointed as a Charity Trustee; and d) any office held by them in the organisation.
47.1	Where a Charity Trustee is not an individual the register must also contain: <ul style="list-style-type: none"> a) Any other name by which the Charity Trustee is known; b) the principal contact for the Charity Trustee; c) any number assigned to it in the Scottish Charity Register (if it is a charity); and d) any number with which it is registered as a company, if it is a company.
47.2	Where the Charity Trustee is appointed by OSCR under section 70A of the 2005 Act it must be recorded in the register.
47.3	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: <ul style="list-style-type: none"> a) the name of the Charity Trustee; b) any office held by the Charity Trustee in the Organisation; and c) the date on which they ceased to be a Charity Trustee.
47.4	The Board must ensure that the register of Charity Trustees is updated within 28 days of receiving notice of any change.
47.5	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.
	TERMINATION OF CHARITY TRUSTEE'S OFFICE
48	A Charity Trustee will automatically cease to hold office if: -

48.1	they give the Organisation a notice of resignation, signed by them;
48.2	they become an employee of the Organisation;
48.3	in the case of a Charity Trustee elected under clause 37, they cease to be a member of the Organisation;
48.4	in the case of a Charity Trustee co-opted under clause 39, the Board under clause 39.2 vote to end the appointment;
48.5	they become disqualified from being a Charity Trustee under the Charities and Trustee Investment (Scotland) Act 2005;
48.6	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;
48.7	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;
48.8	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);
48.9	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 2005 Act;
48.10	they become prohibited from being a Charity Trustee by virtue of section 69(2) of the 2005 Act
48.11	they commit any offence under section 53 of the 2005 Act.
49	Clauses 48.8 and 48.9 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.

	CHAIRPERSON AND VICE-CHAIRPERSON
50	The Board shall meet as soon as practicable meeting immediately after each AGM or following the resignation of the existing Chairperson/Vice-Chairperson to appoint: <ul style="list-style-type: none"> (a) an Elected Charity Trustee to chair Board meetings and GMs (the "Chairperson"), and (b) an Elected Charity Trustee to chair Board meetings and GMs in the event that the Chairperson is not present and willing to do so (the "Vice Chairperson").
50.1	In the event that: <ul style="list-style-type: none"> (a) 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; and (b) the Vice-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 Vice-Chairperson is currently appointed, the Charity Trustees present must appoint an Elected Charity Trustee to chair the GM/Board meeting.
	BOARD MEETINGS
51	The quorum for Board meetings shall be not less than 5 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.
	VOTING AT BOARD MEETINGS
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.
	SUB-COMMITTEES
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 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.

	CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND CHARITY TRUSTEES
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 charitable purposes 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.
	PERSONAL INTERESTS & CONFLICTS OF INTEREST
63	Whenever a Charity Trustee finds that there is a personal interest, as defined in sub-clauses 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	<p>It will be up to the Chairperson of the meeting in question to determine:</p> <ul style="list-style-type: none"> (a) whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or (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 (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.
63.3	<p>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;</p>
63.4	<p>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.</p>
63.5	<p>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.</p>
	<p>OFFICER BEARERS</p>
64	<p>The Board shall appoint office bearers, including Chair/President, Vice-Chair/Vice-President, Treasurer and Secretary, and such other office bearers as they think fit, 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</p>
	<p>FINANCES & ACCOUNTS</p>
65	<p>The Board shall determine:</p>
65.1	<p>which banks or building societies the bank accounts of the Organisation shall be opened with;</p>
65.2	<p>how bank accounts shall be maintained and operated (all withdrawals requiring to be authorised by the signature of no fewer than 2 trustees); and</p>
65.3	<p>how cheques and other negotiable instruments, and receipts for monies paid to the Organisation, shall be signed, drawn, accepted, endorsed or otherwise executed.</p>

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 and overseen 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 General Meeting be delivered, sent or emailed to all ordinary members, Charity Trustees and the auditor or independent examiner, or otherwise be available for inspection at the location of the organisation with all ordinary members, Charity Trustees, the Organisation Secretary and the auditor or independent examiner being made aware that they are so available for inspection there.
	NOTICES
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.
	RECORDS OF MEETINGS
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.
	INDEMNITY

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.
	ALTERATION TO THE CLAUSES
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
	DISSOLUTION
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	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: <ul style="list-style-type: none"> (a) determined by not less than two thirds of the Ordinary Members of the Organisation voting (in person or by proxy) at a General Meeting called specifically (but not necessarily exclusively) for the purpose; and (b) approved by OSCR (and its successors).

**Schedule 1
Form of Proxy**

Ayr Lawn Tennis Club

I,

residing at

being a Member of the above Organisation hereby appoint

.....

of

and, failing him or her,

of

as my proxy to vote on my behalf at the [Annual General Meeting / General Meeting] of
the Organisation to be held on

.....

and at any adjournment thereof.

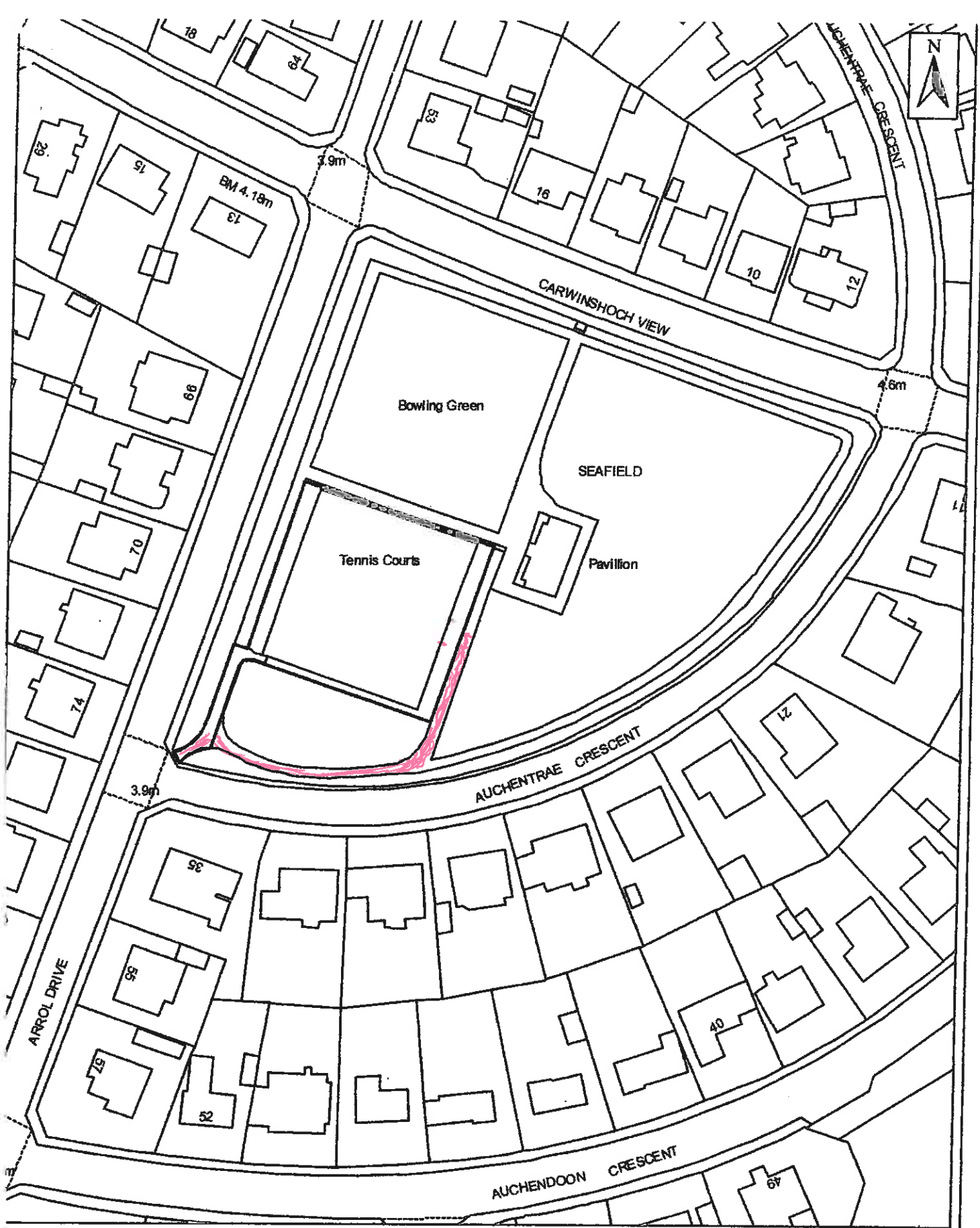
I hereby instruct my proxy to vote in favour of/against the following resolution[s]:

[insert resolution(s)]

Signed the day of

Signature of member appointing proxy

AYR LAWN TENNIS CLUB
MAP/PHOTOGRAPH OF SEAFIELD TENNIS COURTS



Lease Plan

Seafeld Tennis Court, Ayr.

(Area outlined red 0.15 Hectares or 0.37 Acres)

**For reference purposes only.
No further copies may be made.**

Produced by mk
Date : 23 May 2011 Scale 1:1000

This product includes mapping data licensed from Ordnance Survey with the permission of the Controller of Her Majesty's Stationery Office. © Crown copyright and/or database right 2011. All rights reserved. Licence number 100020785





AYR LAWN TENNIS CLUB
4 SOUTHPARK ROAD
AYR



SEAFIELD TENNIS COURTS
ARROL DRIVE
AYR

Summary Assessment of Community Transfer under Part 5 of the Community Empowerment (Scotland) Act 2015 considerations

- 6.1. The Councils Community Asset Transfer Advisory Group (the 'CATAG') has undertaken a robust assessment of the asset request application and supporting documentation. In considering a request for a community asset transfer where a property has not been identified as surplus *the Council must also consider the reasons, benefits and information provided in the request ('ALTC's proposal'), comparing those benefits to the existing use or a possible/potential alternative use ('alternative proposal')*.
- 6.2 ALTC's proposal was assessed by the CATAG and the individual grades for each factor considered by the CATAG are set out in the scoring matrix attached in **Annex 1** The overall ALTC's proposal was rated by the CATAG as follows:
- 6.2.1 Proposal: Very Strong
 - 6.2.2 Community Benefit: Strong
 - 6.2.3 Community Support: Very Strong
 - 6.2.4 Ability to Deliver: Very Strong
 - 6.2.5 Local Authority Functions, Local and National Outcomes; Very Strong
- 6.3 Hypothetical alternative proposals were assessed by the CATAG and the individual grades for each factor considered by the CATAG are set out in the scoring matrix attached in **Annex 2**. The overall the hypothetical alternative proposal was rated by the CATAG as follows:
- 6.3.1 Proposal: Moderate
 - 6.3.2 Community Benefit: Weak
 - 6.3.3 Community Support: Weak
 - 6.3.4 Ability to Deliver: Strong
 - 6.3.5 Local Authority Functions, Local and National Outcomes: Moderate
- 6.4 Therefore the CATAG are of the opinion that ALTC's proposal is stronger than any alternative proposals.
- 6.4 The Council is required to secure Best Value in disposing of or letting property. Best Value does not always mean the highest price and assets can be disposed of at a less than market value, whether through a CAT or otherwise, where there is a wider public benefit. *The guidance issued under the Act requires the Council where there is a proposed disposal at less than market value to be satisfied that this is outweighed by the expected benefits and to consider attaching conditions to protect the discount.* These conditions must themselves be appropriate and proportionate and can be challenged by applicants in the CAT process.
- 6.5 The asset was valued by J& E Shepherds on 22nd June 2021 and considers the market value of the asset to be £5,000 Sterling. Community transfer bodies are free to offer the sum that they wish for the asset. ALTC has offered the sum of £4,500 which represents a £500 discount.
- 6.6 ALTC has confirmed in writing, and as per their financial forecast (pages 32-33 of Appendix 5 projections) that they propose to fund the purchase from their own

reserves and are therefore ready to promptly conclude the purchase without awaiting any external funding decisions.

6.7 In assessing the market value of £5,000 against the proposed purchase price by ALTC of £4,500, the following factors have been taken into account by the CATAG:

6.7.1 The disposal is considered by the CATAG to be reasonable and will remove the asset from Council responsibility including the associated liability of any future costs and repairs.

6.7.2 The submitted documentation is considered to be proportionate to the scale and nature of the asset request. The non-financial benefits demonstrated throughout the proposal are considered to be proportionate to the value of the asset and are proportionate to the level of discount offered.

6.7.3 The proposal has demonstrated that it will make a positive contribution to meeting the strategic objectives of the Council Plan of 'Effective Leadership that Promotes Fairness' by promoting and ensuring compliance with the Community Empowerment Act and 'Increase the profile and reputation of South Ayrshire and the Council' by ensuring best use is made of all Council-owned facilities and that opportunities to rationalise properties are maximised through investment, disposal and Community Asset Transfer.

6.7.4 ALTC has provided very strong evidence that they are a robust and viable organisation, with good standards of governance and the capacity to deliver their proposal as evidenced in the Constitution [pages 154-177 of Appendix 5], ALTC Business Plan [pages 27-33 of Appendix 5], and governance and capacity of the ALTC Board [pages 5-23, 133 of Appendix 5]

6.7.5 Full consideration has been given in the submission to the aims, objectives and vision of ALTC who have shown clear thought to the future direction of how the asset transfer will benefit the community post-transfer with strong evidence of need/demand provided [pages 136-153 of Appendix 5]. ALTC submitted a range of letters of support with the application including from the Community Council and local and national elected representatives, national representative body and local residents overlooking the courts [pages 111-124 of Appendix 5] .

6.7.6 ALTC has provided strong evidence of collaborative working arrangements with the South Ayrshire Council Active Schools and outreach with the wider public through coaching activity along with proportionate community engagement activity as evidenced in the asset transfer request [pages 131-153 of Appendix 5]

6.7.7 ALTC has provided strong evidence as detailed in their Business Plan, Financial projections and Annual Report and Financial Statements for the year ended December 2020 [pages 26-44 of Appendix 5] and application (pages 5-23 of Appendix 5) that indicates that sufficient financial resources are in place by the time of the asset transfer to purchase the asset including costs associated with the transfer of the asset, and consideration has been given to contingency planning in maintaining financial reserves to be utilised to enable operations to continue in the event of an unforeseen or unplanned situation.

Appendix 6 – Annex 1

COMMUNITY ASSET TRANSFER REQUEST- ASSESSMENT

INTRODUCTION

Purpose

The Leadership Panel, at its meeting on 27th November 2018, adopted a process for dealing with Community Asset Transfer Requests under the Community Empowerment (Scotland) Act 2015. The purpose of the assessment by the Community Asset Transfer Advisory Group (CATAG) is to make recommendations to the Leadership Panel based on the conclusions of the assessment.

Evidence

The assessment will take into consideration evidence submitted in support of the request, representations received and comments on representations. Where necessary, further information will be requested from the applicants. The evidence required by the CATAG will be appropriate to the scale and nature of the project. More detailed information and assurances will be required if a request is for the transfer of ownership for example, than if it is for a lease or for the transfer of other, lesser rights.

Structure of Assessment

The structure of the assessment will consist of the following key areas:

1. Proposal;
2. Community Benefit;
3. Community Support;
4. Ability to Deliver;
5. Local Authority Functions, Local and National Outcomes.

A separate assessment will be made of evidence under each of the key headings to provide an overall rating. Ratings vary from very strong to weak.

A summary of the evidence required to achieve each rating is outlined below:

Evidence	Overview
Very Strong	Governance and financial arrangements are strong and sustainable. Best Value characteristics are evidenced and contained throughout the overall approach. Related projected benefits are very robust and demonstrate value for money.
Strong	Governance and financial arrangements are sound and sustainable. Best Value characteristics are in evidence in the proposal. Related projected benefits are demonstrated well and represent value for money.
Moderate	Governance and financial arrangements are in place and acceptable. Best Value characteristics have been considered as part of the proposal. Related projected benefits are acceptable and could lead to value for money.
Weak	Governance and financial arrangements are weak. Best Value characteristics are not well demonstrated in the proposal. Related projected benefits are not based on robust information and demonstrate questionable value for money.

NAME OF COMMUNITY TRANSFER BODY (CTB)	Ayr Lawn Tennis Club
ASSET REQUESTED	Seafield Tennis Courts, Arrol Drive
WARD	Ayr West
MARKET VALUE	£5,000
VALUE OF OFFER	£4,500
PROPOSED DISCOUNT	£500
DATE OF APPLICATION VALIDATION	08.11.2021
DATE OF CAT ADVISORY GROUP MEETING	10.12.2021
DATE OF LEADERSHIP PANEL	15 February 2022

Assessment under Section 82 of the Community Asset Transfer (Scotland) Act 2015				
	Assessment Criteria	Evidence from CTB	Additional Evidence/Information	Assessment Rating
1.	<u>Proposal</u>			
1.1	Are the aims and objectives of the proposal clearly defined?	ALTC's proposal are to take the Seafield Tennis Courts into their ownership, resurface and redevelop the court facility including installing an electronic gate control and app based booking system. By doing this they hope to increase tennis participation		Very Strong

		(matches, general play, and coaching) amongst members and the wider community.		
1.2	Are the services to be delivered clearly described and has the CTB explained why the services are required?	The proposal upgrades a playing facility which has exceeded its design life. The replacement to the surface will allow play to recommence. The courts are currently deemed unplayable and resurfacing the courts will allow for increased tennis participation. ALTC have identified that their ability to deliver coaching activity to members and the wider public is currently curtailed by a lack of court space and times. The proposals increase available court capacity thus increasing the availability of tennis activity (coaching, match and general play). The app-based booking system and electronically controlled gate entry will enable the facility to be accessed more easily by the public. Currently access is managed informally through a key obtained from an individual's personal residence. The		Very Strong

		proposals represent a more modern and accessible solution to public access.		
1.3	Has the CTB explained the reasons for requesting the asset and what difference this will make to the delivery of services in the area?	See above. A resurfaced and more easily accessible court will function as a high-quality public amenity and enable the development of tennis participation in South Ayrshire.		Very Strong
1.4	Would there be potential revenue savings to the Council arising from the proposed asset transfer?	<p>Any revenue savings would be contingent upon which of the alternative proposals might be adopted.</p> <p>ALTC's proposal requests resources from the Advancing Community Assets Fund (ACAF). If SAC were to retain ownership resurface the courts then the overall cost to the council would be similar. However, ALTC's proposal indicates a self-financing of future resurfacing (after around 15 years). At that point a saving would be realised should SAC follow the same course of action.</p> <p>If SAC decided not to resurface the courts (see appendix 6 - annex 2) then the</p>		Moderate

		proposals would not yield a revenue saving. However, this would result in a loss of an amenity and possibly incur other costs (see appendix 6 - annex 2).		
1.5	Would there be displacement of similar services in the area if the Council agrees to the request? If so, what would be the feasibility and cost of relocating the services elsewhere? What might be the impact on those who use the services in terms of accessibility, cost, travel etc. if the services are relocated elsewhere?	There would be no displacement of services, and so no impact.		Very strong
	<u>Summary Assessment of Proposal:</u>			Very Strong
2.	<u>Community Benefit</u>			
2.1	Would agreeing to the request be likely to promote or improve- (i) Economic development; (ii) Regeneration; (iii) Public health; (iv) Social wellbeing; or (v) Environmental wellbeing?	Agreeing to the proposal would have a positive impact on: Public health through the upgrade and greater accessibility of a sports facility. Social wellbeing through the provision of organised sporting and recreational activity. Compared to the alternative proposals (see appendix 6 - annex 2) there are likely to be environmental wellbeing benefits by installing		Strong

		an attractive and modern surface against the alternative proposal of mothballing/closing the facility.		
2.2	Would agreeing to the request be likely to reduce inequality resulting from socio-economic disadvantage?	The proposal is likely to have a modest positive impact given ALTC engage with schools with disadvantaged catchments.		Moderate
2.3	Are there any other benefits that might arise from a grant of the request?	<p>ALTC's proposal will enable easier public access through 'pay as you play' app booking model.</p> <p>ALTC's current courts are resurfaced periodically from a sinking fund generated from subscriptions. They propose similar for the Seafield Tennis Courts. Therefore, the proposal appears sustainable over the longer term.</p>		Strong
2.4	What benefits might arise if the Council adopted an alternative proposal in relation to the asset? <i>Note: In order to assess this, the CATAG should carry out a separate assessment of the benefits of an alternative proposal, including non-financial benefits. An alternative proposal may be another asset transfer request, or another proposal made by the Council. Continuation of the existing use would be an alternative proposal, or, if the asset has been</i>	<p>A full analysis of the alternative proposals is available in appendix 6 - annex 2 A summary of alternative proposals is as follows:</p> <ol style="list-style-type: none"> 1. The council retains ownership of the asset, and: 		weak

	<p><i>identified for disposal, sale on the open market could be an alternative proposal.</i></p>	<ul style="list-style-type: none">a. The council could then renovate the facility. In this option the council retains the asset and can administer as preferred – but cost incurred is similar and no long-term strategy unless external funding could be found which itself is challenging and time consuming;b. Mothball or do nothing and allow the facility to fall into further disrepair. This would save money but at the cost of reputational damage and reduced ability to deliver outcomes;c. remove the facility. This might save money although there would be a cost of removal and maintenance. There would also be a		
--	--	---	--	--

		<p>reduced ability to deliver outcomes.</p> <p>2. Dispose on open market. This would return a capital receipt. However, there are likely to be restrictions on usage and therefore scale of capital receipt as a result of planning policy.</p>		
2.5	How would any benefits identified under paragraphs 2.1 and 2.3 above compare to the benefits of an alternative proposal?	<p>Comparing ALTC's proposal against the alternative proposal (see appendix 6 - annex 2) the CATAG group consider that ALTC's proposal offers significant benefits overall against the alternative proposals.</p> <p>Overall ALTC's proposal offers a long-term plan for sustainable management of the asset. A community organisation is likely to be able to devote greater energy and resource towards managing and delivering community benefits from the asset.</p>		Very strong
	<u>Summary Assessment of Benefits:</u>			Strong;

3	<u>Community Support</u>			
3.1	Has the CTB demonstrated that there is sufficient demand for the proposal in the local community?	<p>As the project involves a continuation of the existing use, it is considered that the relevant communities are identified as being the ‘tennis community’ – a community of interest comprised of those in Ayr and South Ayrshire with an interest in tennis – and those local – and therefore most impacted by - the Seafield Tennis Courts. Focusing on these two relevant and affected communities was considered proportionate to the, nature, scale and impact of the proposal.</p> <p>ALTC have identified the support of both these communities for their proposal. ALTC have identified growing demand for tennis through an increasing membership size. The increase in members requires more court provision. In addition, coaching capacity (publicly accessible</p>		Strong

		<p>ALTC have identified the support of local elected representatives, the community council and adjacent residents. Other local tennis clubs have indicated their support.</p>		
<p>3.2</p>	<p>Has the CTB demonstrated that there is sufficient support from the local community for the proposal? Has the CTB followed the National Standards for Community Engagement- https://www.scdc.org.uk/what/national-standards to show their engagement has been effective and inclusive? <i>Note: Evidence should be provided of widespread consultation with the local community, local stakeholders and community partners. Details should be provided of who was consulted, how the consultation was done and the responses received. If the CTB represents a community of interest such as an equality group or a sports club, evidence should be provided of how the CTB has engaged with local residents who are not part of the community of interest. If the proposal has attracted substantial opposition and has caused division in the community, it may be detrimental to community cohesion or resilience and may not have a net benefit.</i></p>	<p>As above 2 relevant communities were identified. The process undertaken was compatible with National Standards for Community Engagement in that the engagement was inclusive and focused on those who may be affected, methods were appropriate for the task and communication with stakeholders clear.</p> <p>There appears to be strong support for the organisation in the geographic community as evidence by support from local and national elected representatives, the community council and a signed letter of support from adjacent households.</p>		<p>Very Strong</p>

		<p>Local tennis clubs have submitted notes of support for the proposals.</p> <p>The engagement activity has been considered proportionate to the proposal. There is no change of use, and the use proposition is continuation of the status quo. During the public notice phase there were no letters of objection to the proposals.</p>		
3.3	Has the CTB provided details of any partnership arrangements required to deliver the proposal?	No formal partnership is required to deliver the proposals. ALTC have indicated a willingness to work with SAC through Active Schools and to work with SAC to promote public access to the courts online.		Very Strong
3.4	Has the CTB demonstrated how it will take account of the different needs of the community? Does the proposal demonstrate that the proposal may reduce inequality?	The proposals include a new access gate with a width of 1.2m which is recommended for sports wheelchair accesses. The courts will be suitable for wheelchair tennis. This represents action to reduce inequality through the proposal. However, it should be noted that the access path which is the responsibility of the Council is not currently suitable for wheelchair usage.		Strong

	<u>Summary Assessment of Community Support</u>			Very strong
4	<u>Ability to Deliver</u>			
4.1	Do members of the CTB have appropriate skills, experience and qualifications to run and manage the asset, and deliver the project? If not, does the CTB have plans to engage people who do?	ALTC have experience of owning assets – their 3 existing courts at 4 South Park Road, Ayr have been owned since 1986 – and resurfacing and developing these assets over many years including the development of a new clubhouse. The committee members have a range of skills and backgrounds which are appropriate to the proposal. The proposed works will be delivered by specialist contractors and will be overseen by an ALTC project management group.		Very Strong
4.2	Has the CTB demonstrated that it has a clear understanding as to what will be required to manage the asset? For example, has it taken into consideration issues such as insurance and maintenance of the building, utilities, firefighting equipment, energy performance certificate etc.?	ALTC have outlined a business plan and projected finances which indicate running costs including a sinking fund have been taken into account. In addition, they have long experience of owning, managing and developing similar assets.		Very Strong
4.3	Does the CTB have suitable governance arrangements in place for decision- making to manage the asset and deliver the project, taking into account the scale and nature of the project?	ALTC are a two-tier SCIO and have a management and decision making structure		Very Strong

		appropriate for the management of the asset. ALTC have identified a project management group to oversee the proposed works. As above, they also have previous knowledge and experience of delivering similar projects.		
4.4	Where relevant, does the CTB have succession plans in place for recruiting new Board members or Trustees in the future?	ALTC note that they have an active approach to bringing in new trustees who progress to leadership positions through time. They also have a strong membership base to draw upon.		Very strong
4.5	Has the CTB provided details of its projected income and expenditure and cash flow forecasts? Has the CTB demonstrated there is sufficient projected cash flow to establish that the project is financially viable?	A plausible business case has been provided as well as projected accounts for the next 5 years. The CATAG group – with representation from Finance and Economic Development - have considered these materials and have assessed them as competent.		Very Strong
4.6	Has the CTB identified all the resources required to deliver the benefit? The following should be considered: <ul style="list-style-type: none"> • Funding obtained; • Funding and support required from the Council; • Other sources of funding, such as external grant funding; 	ALTC have requested a grant from the Advancing Community Assets Fund for the proposed works and have set aside internal funds for the purchase price. The development works proposed are, at present, contingent upon an ACAF grant.		Moderate

	<ul style="list-style-type: none"> Number of employees or volunteers available to maintain the asset and run the project. 	Over the longer term (i.e. the project lifespan of the playing surface ~ 15 years) ALTC propose financing resurfacing through a sinking fund. Should this prove non-viable over time they will consider external grant funding.		
4.7	Does the CTB have a viable business plan for any proposed commercial activities, including timescales and targets for delivery of benefits?	See above, ALTC have a business plan and projected accounts. ALTC have also outlined the additional public coaching activity which will be expanded when the courts are redeveloped. It is anticipated that these activities will be delivered on completion of the resurfacing and court development works.		Very Strong
4.8	Where relevant, has the CTB identified how the proposals will be funded in the longer term? Are these proposals credible and has evidence been provided?	As above, ALTC have submitted projected accounts including a sinking fund through which future resurfacing will be financed. Should, due to changing circumstances, this not prove possible external grant funding will be sought. The CATAG has considered these projections and plans and judged them reasonable in the context of the proposals.		Very Strong

4.9	Has the CTB provided details of the monitoring arrangements to be put in place to ensure the project delivers its key objectives and the timescales in which they will be delivered?	As above, ALTC have a track record of owning and project managing similar assets over the long term. ALTC have proposed a project management group to oversee the contractors responsible for delivering the outlined works.		Very strong
	<u>Summary assessment of Ability to Deliver</u>			Very Strong
5	<u>Local Authority Functions, Local and National Outcomes</u>			
5.1	<p>Would agreeing to the request have an adverse effect on the Council's ability to deliver any of its statutory functions? For example, would the community activities physically interfere with the Council carrying out its functions, or require the Council to put alternative arrangements in place that would substantially increase costs? Do the CTB's proposals conflict with any Council policy? Would the cost of agreeing to the request affect the Council's budget to the extent that it would reduce the Council's ability to deliver its functions, even after taking account of the benefits?</p>	<p>There will be no impact on the ability of the council to deliver statutory functions. The request for funding is found within the ACAF which has been set aside and approved by the Leadership Panel for promoting the transfer of assets to community ownership. Therefore there is no anticipated detrimental impact on the Council's ability to deliver its functions.</p>		Very Strong
5.2	<p>Are there any obligations that may prevent, restrict or otherwise affect the ability of the Council to agree to the request, whether arising from legislation or otherwise? For example, if the asset forms part of the Common Good, court authority may be required to dispose of the</p>	<p>The Council has identified no obligations that restrict the Council's ability to agree to the request. The asset has not been identified as Common Good.</p>		Very strong

	asset; there may be title or planning restrictions which state that the asset may only be used for certain specified purposes. Removal of such restrictions may involve additional costs- should these costs be met by the CTB?			
5.3	Will the proposed benefits contribute to achieving the Council's local outcomes and the Scottish Government's National Outcomes?	<p>The proposed benefits contribute to the following:</p> <p>Council Plan 2018-2022</p> <p>3.1 We will enhance collaborative working to maximise support and ensure all residents have the opportunity to be healthy, supported and safe.</p> <p>5.2a Support local community-controlled organisations to develop thriving places by empowering them to make better use of local community assets.</p> <p>6.1 We will create a greener, healthier South Ayrshire and enhance it for future generations</p>		Strong

		<p>South Ayrshire Physical Activity and Sport Strategy</p> <p>Strategic Goal 2: There will be opportunities for everyone, at every life stage, to become involved, and remain involved, in sport and recreation.</p> <p>National Outcomes on Health: We are healthy and active; and on Communities: Our communities are shaped by the quality and character of the places we live in and the people we live among. In this Outcome we recognise that to be healthy and happy as a nation we must nurture and protect our local resources, environments and all who live in them.</p>		
	<u>Summary Assessment of Local Authority Functions, Local and National Outcomes</u>			Very Strong
	<u>Final Assessment/ Recommendation:</u>			Approval subject to conditions (see appendix 2, 3)

Note: If recommending approval of the request, the CATAG will also require to consider:

- (i) Where the CTB has offered a price that is below market value, an assessment will be required following the process in the Disposal of Land by Local Authorities (Scotland) Regulations 2010 as to whether the asset should be transferred to the CTB at the price requested; and*
- (iii) The Subsidy Control rules (formerly the EU State Aid rules)- <https://www.gov.scot/publications/scottish-public-finance-manual/subsidy-control/subsidy-control/>; and*
- (iv) The conditions that will apply to the disposal, taking account of the conditions requested by the applicants. If the recommendation is for a disposal for less than market value, consider if conditions to protect the discount should be applied.*

COMMUNITY ASSET TRANSFER REQUEST- ASSESSMENT ALTERNATIVE PROPOSAL

INTRODUCTION

Purpose

The Leadership Panel, at its meeting on 27th November 2018, adopted a process for dealing with Community Asset Transfer Requests under the Community Empowerment (Scotland) Act 2015. The purpose of the assessment by the Community Asset Transfer Advisory Group (CATAG) is to make recommendations to the Leadership Panel based on the conclusions of the assessment.

The Council makes 2 assessments – an assessment of the community proposal and an assessment of an ‘alternative proposal’. This form deals with the latter and represents a separate assessment of the benefits of an alternative proposal, including non-financial benefits. An alternative proposal may be another asset transfer request, or another proposal made by the Council. Continuation of the existing use would be an alternative proposal, or, if the asset has been identified for disposal, sale on the open market could be an alternative proposal. The alternative proposals may be under active or formal consideration or may be hypothetical. In this case the alternative proposals are hypothetical.

Evidence

The assessment of the community proposals will take into consideration evidence submitted in support of the request, representations received and comments on representations. Where necessary, further information will be requested from the applicants. The evidence required by the CATAG will be appropriate to the scale and nature of the project. More detailed information and assurances will be required if a request is for the transfer of ownership for example, than if it is for a lease or for the transfer of other, lesser rights. In the case of the alternative proposal evidence will be gathered from relevant parties where an active or formal consideration is underway. Where the proposals are hypothetical evidence will be gathered from relevant parties to the extent possible.

Structure of Assessment

The structure of the assessment will consist of the following key areas:

6. Proposal;

- 7. Community Benefit;
- 8. Community Support;
- 9. Ability to Deliver;
- 10. Local Authority Functions, Local and National Outcomes.

A separate assessment will be made of evidence under each of the key headings to provide an overall rating. Ratings vary from very strong to weak.

A summary of the evidence required to achieve each rating is outlined below:

Evidence	Overview
Very Strong	Governance and financial arrangements are strong and sustainable. Best Value characteristics are evidenced and contained throughout the overall approach. Related projected benefits are very robust and demonstrate value for money.
Strong	Governance and financial arrangements are sound and sustainable. Best Value characteristics are in evidence in the proposal. Related projected benefits are demonstrated well and represent value for money.
Moderate	Governance and financial arrangements are in place and acceptable. Best Value characteristics have been considered as part of the proposal. Related projected benefits are acceptable and could lead to value for money.
Weak	Governance and financial arrangements are weak. Best Value characteristics are not well demonstrated in the proposal. Related projected benefits are not based on robust information and demonstrate questionable value for money.

Alternative Proposal Summary

All of the alternative proposals for Seafield Tennis Court are hypothetical, none are under active consideration. From heron Ayr Lawn Tennis Club's request for a Community Asset Transfer is referred to as 'the proposal' and the below as the 'alternative proposal(s)'.

In this case the alternative proposals are as follows:

1. The Council retains the asset

- a. The Council then replaces the court surface with and carries out repairs and remediations as detailed in the Condition Survey [pages 89-93 of Appendix 5]. In this scenario the council would retain control of the facility and the costs incurred would be similar to the proposal if paid for directly by the council. Alternatively, the Council may choose to seek full or partial external funding – whilst reducing the burden on the Council funds this would require allocation of staff capacity, may prove unsuccessful and timescales for successful redevelopment would likely be extended considerably. The asset could then be managed as the Council considers best. This might be centralising court bookings and usage (the council would be liable for repairs, maintenance and eventual resurfacing) or leasing to a third party on a Full Repairing and Insuring (FRI) basis. Advantages of this alternative proposal are: the maintenance of control and retaining a balance sheet asset; the maintenance of a sports facility contributes to delivery of South Ayrshire Council and Scottish Government objectives. Disadvantages of this alternative proposal: the court will need resurfaced in around 15 years-time which will require funding; the Council may need to manage the asset on a day to day basis and carry out repairs and maintenance which has resource implications; seeking alternative external funding may be time consuming and take up operational capacity; the Council may have limited success attracting external funding; the Council may not be able to promote usage to the extent a community club can; the Council may have to increase staffing FTE to maximise the usage and/or maintain the asset; an FRI lease may be unappealing due to the difficulty of a community body raising funds against a leased asset and/or the requirement to sink significant amounts of capital into a leased asset. The overall objective of this alternative proposal is to continue to provide a high-quality public sports facility and therefore deliver community health and wellbeing benefits.

- b. Close or mothball the facility as it has reached the end of its design life. Advantages of this alternative proposal are primarily cost saving. Disadvantages of this alternative proposal include: aesthetic impacts of a disused site; reduced ability of the Council to deliver against South Ayrshire Council and Scottish Government objectives; risk of vandalism and damage to a disused site incurring ongoing cost for the Council to ensure the site remains safe; negative reputational impact for the Council. The overall objective of this alternative proposal is to avoid expenditure but retain the site for some future use. This could deliver cost savings to the council against alternative proposal 1a.
- c. Remove the facility and landscape the site. Advantages of this alternative proposal are primarily cost saving over the longer term and amelioration of negative impacts of closure/mothballing. Disadvantages of this alternative proposal are: loss of an amenity; reduced ability of the Council to deliver against South Ayrshire Council and Scottish Government objectives; negative reputational impact for the Council. The overall objective of this alternative proposal is to avoid expenditure and remove a site before it slips into dereliction. Against the other alternative proposals this would reduce the negative impact of a derelict site.

2. The Council declare the asset surplus, market, and disposes of the asset

- a. An alternative proposal could be to declare the asset surplus before selling on the open market. The area is classified as 'open space' in LDP2. The valuation [pages 94 – 110 of Appendix 5] was conducted on this basis. The land would require reclassification to yield a higher return e.g. for housing. However, it should be noted that the parcel of land is relatively small (0.11 hectares) and may require the purchase of an access strip (or a right of access). It may be challenging to find a commercial buyer without a change of use. South Ayrshire Council planning policy outlines that the tennis courts/bowling green and open space area are all specifically identified as an area of Open Space in the Existing LDP, and the Modified Proposed LDP. The Plan(s) contain a commitment to protect all open space and especially areas that are specifically identified as recreational or amenity open space. As a result, it is unlikely that planning policy would support of the loss of the recreational facility, or the amenity value of the site to alternative forms of development. Planning policy determines that use for residential development or commercial development

would be unlikely. Overall, it is likely that the site would only be of interest to buyers wishing to use the site for recreational and community use. Advantages of this alternative proposal are: a capital receipt to the Council which *may* be higher than what has been offered by the community proposal; savings to the Council as a result of no further maintenance of the facility. Disadvantages of this alternative proposal are: the possible loss of an amenity; reduced ability of the Council to deliver against South Ayrshire Council and Scottish Government objectives; negative reputational impact for the Council; the small scale of the capital receipt. The overall objective of this alternative proposal is to return a capital receipt to the Council and permanently remove the Council's responsibility for the asset.

NAME OF COMMUNITY TRANSFER BODY (CTB)	Ayr Lawn Tennis Club
ASSET REQUESTED	Seafield Tennis Courts, Arrol Drive
WARD	Ayr West
MARKET VALUE	£5,000
VALUE OF OFFER	£4,500
PROPOSED DISCOUNT	£500
DATE OF APPLICATION VALIDATION	08.11.2021
DATE OF CAT ADVISORY GROUP MEETING	10.12.2021
DATE OF LEADERSHIP PANEL	15 February 2022

	Assessment of an alternative proposal under Section 82 of the Community Asset Transfer (Scotland) Act 2015			
--	---	--	--	--

	Assessment Criteria	Evidence from SAC	Additional Evidence/Information	Assessment Rating of the alternative proposal
1.	<u>Alternative Proposal</u>			
1.1	Are the aims and objectives of the alternative proposal clearly defined?	<p>Alternative proposals 1b and 1c involve the effective removal of the facility – this is also possible for alternative proposal 2a. 1 alternative proposal (1a) retains a facility for the playing of tennis.</p> <p>ALTC’s proposal is for the continued use of the site for tennis, the removal of the courts from council control, and a long term strategy for court resurfacing.</p>		Moderate
1.2	Are the services to be delivered clearly described and has SAC explained why the services are required?	1 of the 4 (1a) alternative proposals involves the provision of a tennis facility. The provision of sports and leisure facilities helps SAC deliver against a		Moderate

		<p>range of public health, physical activity and social wellbeing indicators.</p> <p>Alternative proposals 1b, 1c and 2a involve no or minimal services provided by the Council.</p>		
1.3	<p>Has SAC explained the reasons for the alternative proposals for the asset and what difference this will make to the delivery of services in the area?</p>	<p>The alternative proposals give hypothetical options for consideration against Ayr Lawn Tennis Club's proposal.</p> <p>2 of the 4 alternative proposals (1b, 1c) reduce the provision of sports facilities. These proposals would reduce the availability of sports/tennis facilities in Ayr.</p> <p>Alternative proposal 1a would deliver a similar level of service to ALTC's proposal.</p>		Moderate

		Alternative proposal 2a may or may not contribute to the delivery of services depending on what use the land was put to.		
1.4	Would there be potential revenue savings to the Council arising from the alternative proposals?	<p>ALTC's proposal draws on funds from the Advancing Community Asset Fund (ACAF) currently set aside to facilitate CATs and so would not draw from the general services account.</p> <p>Alternative proposal 1a could, as per the above, draw on the general services account for court resurfacing and repair and would therefore not yield a revenue saving. Alternately the Council could seek external funding – although this may be time consuming, involve significant amounts of staff time and have limited success thus</p>		Weak

		<p>leaving the Council to carry the cost. This would repeat after approximately 15 years due to surface degradation.</p> <p>Alternative proposal 1b would be cost neutral. Alternative proposal 1c would incur a cost to remove the courts followed by landscaping and ongoing maintenance.</p> <p>Alternative proposal 2a would bring in a capital receipt and represent a revenue saving as the asset would be disposed of.</p>		
1.5	<p>Would there be displacement of similar services in the area if the Council adopts and alternative proposal? If so, what would be the feasibility and cost of relocating the services elsewhere? What might be the impact on those who use the services in terms of accessibility, cost, travel etc. if the services are relocated elsewhere?</p>	<p>Alternative proposal 1a would represent a continuation of the current service – i.e. the provision of tennis facilities and represents no displacement.</p>		Weak

		Alternative proposals 1b, 1c, would reduce the availability of sports and tennis facilities for the community thereby reducing service levels. The permanent removal of the service would mean users would have to travel further to access tennis facilities. The service impact of alternative proposal 2a would be contingent on the use of the asset.		
	<u>Summary Assessment of Alternative Proposal:</u>			Moderate
2.	<u>Community Benefit</u>			
2.1	Would adopting an alternative proposal be likely to promote or improve- (vi) Economic development; (vii) Regeneration; (viii) Public health; (ix) Social wellbeing; or (x) Environmental wellbeing?	Alternative proposal 1a would be likely to promote or improve public health and social wellbeing. Alternative proposal 1b is likely to reduce environmental wellbeing by the presence of a derelict site.		Weak

		<p>The loss of a sports amenity in alternative proposals 1b and 1c is likely to have negative public health impacts due to reduced levels of physical activity.</p> <p>Alternative proposal 2a may have negative impacts public health and social wellbeing if the facility was no longer used for sport or physical activity.</p>		
2.2	Would agreeing to the request be likely to reduce inequality resulting from socio-economic disadvantage?	<p>Alternative proposal 1a, as per ALTC's proposal, may be unlikely to decrease socio-economic disadvantage due to the social, economic and demographic profile of the local community.</p> <p>Alternative proposals 1b, 1c and 2a may reduce inequality resulting from socio-economic disadvantage if it was no longer used for sporting activity and</p>		Moderate

		removed from a relatively less deprived community. However, it should be noted that any reduction of inequality would be relative and result from a 'race to the bottom' rather than from improving life chances in other communities and geographies.		
2.3	Are there any other benefits that might arise from the alternative proposal?	None		n/a
2.4	n/a for alternative proposal What benefits might arise if the Council adopted an alternative proposal in relation to the asset? <i>Note: In order to assess this, the CATAG should carry out a separate assessment of the benefits of an alternative proposal, including non-financial benefits. An alternative proposal may be another asset transfer request, or another proposal made by the Council. Continuation of the existing use would be an alternative proposal, or, if the asset has been identified for disposal, sale on the open market could be an alternative proposal.</i>	n/a		n/a
2.5	How would any alternative proposal benefits identified under paragraphs 2.1 and 2.3 above compare to the benefits of the ALTC proposal	Against alternative proposals 1b, 1c and 2a, the community proposal would positively benefit	See also ALTC proposal CATAG assessment	weak

		<p>public health and social wellbeing to a significantly greater extent.</p> <p>Against alternative proposal 1a, the community proposal would give a similar level of benefit. However, the community proposal may benefit from a more active approach to asset management and delivery of community benefit activities.</p>		
	<u>Summary Assessment of Benefits:</u>			Weak
3	<u>Community Support</u>			
3.1	Would the alternative proposals be likely to have sufficient demand for the proposal in the local community?	<p>It is considered that the relevant communities are the ‘tennis community’ – a community of interest comprised of those in Ayr and South Ayrshire with an interest in tennis – and those local to the Seafield Tennis Courts. ALTC have identified the support</p>		Weak

		<p>of both these communities for their proposal.</p> <p>Alternative proposal 1a would be similar in effect and support to the ALTC proposal.</p> <p>Alternative proposal 1b would be likely to have no support from the tennis community and little or no support from the local community as the facility would fall into disrepair.</p> <p>Alternative proposal 1c would be likely to lack the support of the tennis community due to the loss of a facility. It may be neutral for the local community as there would be limited impact. However, ALTC have demonstrated support for a tennis facility in the local community.</p>		
--	--	---	--	--

		Alternative proposal 2a would be likely to lack the support of the tennis community if it was sold for a non-tennis use. Based on feedback from ALTC's community engagement non-tennis uses of the space may not be supported.		
3.2	<p>n/a for alternative proposal</p> <p>Has the CTB demonstrated that there is sufficient support from the local community for the proposal? Has the CTB followed the National Standards for Community Engagement- https://www.scdc.org.uk/what/national-standards to show their engagement has been effective and inclusive?</p> <p><i>Note: Evidence should be provided of widespread consultation with the local community, local stakeholders and community partners. Details should be provided of who was consulted, how the consultation was done and the responses received. If the CTB represents a community of interest such as an equality group or a sports club, evidence should be provided of how the CTB has engaged with local residents who are not part of the community of interest.</i></p> <p><i>If the proposal has attracted substantial opposition and has caused division in the community, it may</i></p>		As the alternative proposals are hypothetical no community engagement has been carried out.	n/a

	<i>be detrimental to community cohesion or resilience and may not have a net benefit.</i>			
3.3	Does the alternative proposal require any partnership arrangements required to deliver the alternative proposal?	<p>Alternative proposal 1a may involve a partnership (e.g. FRI lease) with a 3rd party to manage the courts on a day to day basis.</p> <p>Alternative proposals 1b, 1c, and 2a would not require any partnership arrangements.</p>		Moderate
3.4	Will the alternative proposals take account of the different needs of the community? Does the proposal demonstrate that the proposal may reduce inequality?	<p>Alternative proposal 1a would be developed to the same standards as the ALTC proposal and so would be wheelchair accessible. However, the issue of the access path owned by SAC remains an outstanding barrier to disabled access.</p> <p>Alternative proposals 1b, 1c, and 2a would be likely to have a negative impact on equality by (potentially for 2a) removing a</p>		Moderate

		facility which may reduce inequality through improved accessibility.		
	<u>Summary Assessment of Community Support</u>			Weak
4	<u>Ability to Deliver</u>			
4.1	Does SAC have appropriate skills, experience and qualifications to run and manage the asset, and deliver the alternative proposals? If not, does the SAC have plans to engage people who do?	<p>Alternative proposal 1a would be project managed by SAC and so would be deliverable. A community body would likely be able to manage and encourage usage of the facility more enthusiastically than SAC.</p> <p>Alternative proposals 1b, 1c and 2a would be managed effectively by SAC.</p>		Strong
4.2	Has the SAC demonstrated that it has a clear understanding as to what will be required to manage the asset? For example, has it taken into consideration issues such as insurance and maintenance of the building, utilities, firefighting equipment, energy performance certificate etc.?	SAC have delivered similar activities and projects and have the relevant capabilities		Very Strong

4.3	Does SAC have suitable governance arrangements in place for decision- making to manage the asset and deliver the project, taking into account the scale and nature of the project?	SAC have delivered similar activities and projects ad have the relevant capabilities		Very Strong
4.4	<p>n/a for alternative proposal</p> <p>Where relevant, does the CTB have succession plans in place for recruiting new Board members or Trustees in the future?</p>	n/a		n/a
4.5	<p>n/a for alternative proposal</p> <p>Has the CTB provided details of its projected income and expenditure and cash flow forecasts? Has the CTB demonstrated there is sufficient projected cash flow to establish that the project is financially viable?</p>	n/a		n/a
4.6	<p>Has the SAC identified all the resources required to deliver the benefit?</p> <p>The following should be considered:</p> <ul style="list-style-type: none"> • Funding obtained; • Funding and support required from the Council; • Other sources of funding, such as external grant funding; • Number of employees or volunteers available to maintain the asset and run the project. 	<p>Alternative proposal 1a would draw on the general service fund. Currently there are no funds set aside or ringfenced for sports and leisure assets. Therefore, there are no set aside funds for this alternative proposal, Alternatively, SAC could investigate external funding options. After around 15 years</p>		Moderate

		<p>SAC would require to undertake a similar funding exercise to secure new funds for the courts.</p> <p>The resources required for the remainder of the alternative proposals are modest.</p>		
4.7	<p>Does the SAC have a viable business plan for any proposed commercial activities, including timescales and targets for delivery of benefits?</p>	<p>Under alternative proposal 1a it is likely that SAC would require a community partner to deliver a similar level of community benefit to the ALTC proposal. SAC do not have sufficient staff resources to deliver a comprehensive coaching programme as outlined by ALTC.</p> <p>n/a for alternative proposals 1b, 1c, 2a</p>		moderate
4.8	<p>Where relevant, has SAC identified how the alternative proposals will be funded in the longer term? Are these proposals credible and has evidence been provided?</p>	<p>See 4.6</p>		Moderate

4.9	<p>Has SAC provided details of the monitoring arrangements to be put in place to ensure the alternative proposal delivers its key objectives and the timescales in which they will be delivered?</p>	<p>All of the alternative proposals would be accountable to relevant committees and ultimately be subject to audit by Audit Scotland. Sport and Leisure asset attendances are submitted to the SPSO Local Government Benchmarking Framework.</p> <p>Alternative proposal 1a could be delivered in a similar timescale to the community proposal if the funding was drawn from the general services account. If an option was taken to raise external funds timescales would likely be extended. Therefore, the timescale for delivery of community benefits for proposal 1a would be contingent on the funding approach taken.</p>		Strong
	<p><u>Summary assessment of Ability to Deliver</u></p>			Strong

5	<u>Local Authority Functions, Local and National Outcomes</u>			
5.1	<p>Would agreeing to the alternative proposals have an adverse effect on the Council's ability to deliver any of its statutory functions? For example, would the alternative proposals physically interfere with the Council carrying out its functions, or require the Council to put alternative arrangements in place that would substantially increase costs? Do the alternative proposals conflict with any Council policy? Would the cost of agreeing the alternative proposals affect the Council's budget to the extent that it would reduce the Council's ability to deliver its functions, even after taking account of the benefits?</p>	<p>Alternative proposal 1a may have a budgetary impact if the funds were drawn from the general account unless alternative external funding was secured.</p> <p>Alternative proposals 1b and 1c would have modest budget impacts and 2a would return a modest capital receipt.</p> <p>Overall, none of the alternative proposals would impact on the Council's statutory functions.</p> <p>However, alternative proposals 1b, 1c and 2a and would negatively impact on the ability to deliver against a range of objectives.</p>		Strong
5.2	<p>Are there any obligations that may prevent, restrict or otherwise affect the ability of the Council to agreeing to the alternative proposal, whether arising from legislation or otherwise? For example,</p>	<p>There are no obligations to which would restrict the delivery of</p>		very strong

	<p>if the asset forms part of the Common Good, court authority may be required to dispose of the asset; there may be title or planning restrictions which state that the asset may only be used for certain specified purposes. Removal of such restrictions may involve additional costs- should these costs be met by the CTB?</p>	<p>alternative proposals 1a, 1b or 1c.</p> <p>Planning policy in favour of open space is likely to restrict the range of potential purchasers under alternative proposal 2a.</p>		
5.3	<p>Will the proposed benefits contribute to achieving the Council's local outcomes and the Scottish Government's National Outcomes?</p>	<p>Alternative proposal 1a contributes to the following:</p> <p>Council Plan 2018-2022</p> <p>3.1 We will enhance collaborative working to maximise support and ensure all residents have the opportunity to be healthy, supported and safe.</p> <p>5.2a Support local community-controlled organisations to develop thriving places by empowering them to make better use of local community assets.</p>		Moderate

		<p>6.1 We will create a greener, healthier South Ayrshire and enhance it for future generations</p> <p>South Ayrshire Physical Activity and Sport Strategy</p> <p>Strategic Goal 2: There will be opportunities for everyone, at every life stage, to become involved, and remain involved, in sport and recreation.</p> <p>National Outcomes</p> <p>We are healthy and active</p> <p>Alternative proposals 1b, 1c do not contribute towards achieving South Ayrshire Council or Scottish Government Outcomes.</p>		
--	--	--	--	--

		Alternative proposal 2a may or may not contribute towards local or national outcomes depending on use of the site after disposal.		
	<u>Summary Assessment of Local Authority Functions, Local and National Outcomes</u>			moderate
	<u>Final Assessment/ Recommendation:</u>			N/A

Note: If recommending approval of the request, the CATAG will also require to consider:

(i) Where the CTB has offered a price that is below market value, an assessment will be required following the process in the Disposal of Land by Local Authorities (Scotland) Regulations 2010 as to whether the asset should be transferred to the CTB at the price requested; and

(iii) The Subsidy Control rules (formerly the EU State Aid rules)- <https://www.gov.scot/publications/scottish-public-finance-manual/subsidy-control/subsidy-control/>; and

(iv) The conditions that will apply to the disposal, taking account of the conditions requested by the applicants. If the recommendation is for a disposal for less than market value, consider if conditions to protect the discount should be applied.

Advancing Community Assets Fund Capital Grant Conditions

1. Community-controlled bodies applying for Council support should be able to clearly demonstrate their contribution towards The Council Plan 2018-22 which set the high-level objectives and outcomes we want to achieve for our people and places.
2. The grant is allocated for the approved activities only and no guarantee can be given that further funds will be available. No changes may be made to the approved activities without the prior written permission of the Council.
3. The grant must be used only for the approved activities.
4. The organisation must keep proper up-to-date accounts and records. The organisation must, at any time, if requested provide progress reports and financial or other information or copies of financial records as may be required by an authorised officer of the Council and make items purchased or projects developed available for inspection.
5. Monies must be spent, and the approved activities completed within 12 months of receiving the grant award and the organisation will submit evidence to the reasonable satisfaction of the Council that the purpose for which the grant was awarded was achieved. No extension to the said 12-month period will be permitted unless with prior agreement with the Director –Place.
6. The Council shall be entitled to withdraw an offer of funding if applicants are unable to demonstrate within 6 months of receiving notification of an award of funding, that the approved activities supported by the funding will not be completed in accordance with the timescale stated in the application.
7. The grant must not be used to pay for any spending commitments the organisation has made before the date of approval of the grant award.
8. If the organisation spends less than the amount specified in the grant application the organisation must repay the unspent amount to the Council immediately.
9. The Council is a local authority currently subject to European Union procurement regulations and accordingly, all goods and services purchased with a Council grant must be procured in a competitive and transparent way.
10. All approved activities will be carried out under the complete control of the organisation awarded grant funding.
11. The organisation will keep records and receipts of how the grant was spent and produce these figures in a project/activity final report.
12. The accounting arrangements/transactions will be subject to audit scrutiny by South Ayrshire Council.
13. Any organisation receiving grant aid must acknowledge the support of South Ayrshire Council in all publicity material. A copy of publicity material must be forwarded to the Council.
14. The organisation will ensure that policies and practices minimise any detrimental effects to the environment and complement the Council's commitment to protecting and improving the environment of South Ayrshire.
15. No aspect of the approved activities shall be party political in intention, use or presentation.

16. The approved activities must be carried out in line with current best practice and the organisation must comply with all applicable laws and regulations when carrying out the approved activities. The organisation must ensure that it holds all necessary consents, licences, permits, insurances and authorisations required for proper completion of the approved activities.
17. The organisation is responsible for considering whether it requires to obtain management, business, financial, accounting, tax, legal, insurance or any other types of professional advice, and for obtaining such advice.
18. The Council will only pay the grant to the organisation which has applied for it. The organisation must inform the Council in writing about anything that affects this before any changes are made. An organisation must inform the Council, in writing, of any change in its name or constitutional status immediately. The grant cannot be transferred to another organisation.
19. Organisations holding public events must have appropriate insurance cover.
20. Section 2 of the Local Government Act 1986 prohibits the Council from publishing any material which appears to be designed to affect public support for a political party. The same section also prohibits the Council from funding organisations to do this. The organisation shall comply with this requirement.
21. Any organisation receiving funding from the Council which is used for working with children and young people must satisfy itself that all staff and volunteers meet appropriate Disclosure Scotland – PVG scheme or the equivalent monitoring bodies.
22. The organisation will avoid discrimination in recruitment and conditions of employment and make efforts to be an equal opportunities employer. In both service provision and employment matters the policies and practices of your organisation should at all times conform to the following Acts and any amendments to them: Equality Act 2010; and Health and Safety at Work etc. Act 1974.
23. Community-controlled bodies should seek to provide an activity that is based upon best practice and which makes the most effective and efficient use of available resources.
24. Community-controlled bodies funded by the Council are expected to demonstrate that they will incorporate equal opportunities principles and legislation into their policy and practices.
25. Community-controlled bodies are required to meet all reporting requirements required by the Council.
26. The Council will state clearly its criteria for making the award or resource available and its financial relationship with that organisation.
27. The Council reserves the right to include any relevant additional conditions to any award of financial support. Any such conditions will be included in any offer of grant.
28. The Council reserves the right to suspend the grant, or order that the organisation must repay the grant in full to the Council, if the Council reasonably believes:
 - the organisation does not use the funding for the approved activities or changes the approved activities without the prior written permission of the Council;
 - the organisation fails to comply with any of the conditions of grant;
 - the organisation changes its status, closes down or goes into receivership or administration;

- the organisation has provided fraudulent, inaccurate or misleading information;
- the organisation or any of its members or representatives has acted negligently or fraudulently in relation to the approved activities;
- the organisation or any of its members or representatives is under investigation by the Council or another body and the Council considers public funds are at risk.
- the organisation is not or will no longer be able to deliver the project or comply with this agreement

29. On suspension of grant - If South Ayrshire Council suspends any grant payment, you must assist with our reasonable investigations. The Council reserve all our rights during any suspension, including the right to suspend any further grant payments and to impose additional reasonable terms and conditions as a condition of resuming grant payments. Whilst the grant is suspended, you must not use any unspent grant money without the prior written approval of South Ayrshire Council.
30. On termination of grant - If South Ayrshire Council terminates the grant, you must promptly return all unspent grant monies to us and complete an end of grant report. We reserve the right to take action to recover grant payments already paid to the grant holder.
31. Repayment of grant - To the extent that you are unable to demonstrate to our reasonable satisfaction that any part of the grant has been used in accordance with this agreement, you agree to repay promptly such sums to us on demand, whether or not you have spent that part of the grant.

South Ayrshire Council Equality Impact Assessment Scoping Template

Equality Impact Assessment is a legal requirement under the Public Sector Duty to promote equality of the Equality Act 2010. Separate guidance has been developed on Equality Impact Assessment's which will guide you through the process and is available to view here: [Equality Impact Assessment including Fairer Scotland Duty](#)

Further guidance is available here: [Assessing impact and the Public Sector Equality Duty: a guide for public authorities \(Scotland\)](#)

The Fairer Scotland Duty ('the Duty'), Part 1 of the Equality Act 2010, came into force in Scotland from 1 April 2018. It places a legal responsibility on Councils to actively consider ('pay due regard to') how we can reduce inequalities of outcome caused by socio-economic disadvantage, when making strategic decisions. See information here: [Interim Guidance for Public Bodies](#) in respect of the Duty, was published by the Scottish Government in March 2018.

1. Policy details

Policy Title	Community Asset Transfer Request for the Seafield Tennis Courts, Arrol Drive, Ayr
Lead Officer (Name/Position/Email)	Tom Burns, Service Lead – Asset Management and Community Asset Transfer – tom.burns@south-ayrshire.gov.uk

2. Which communities, groups of people, employees or thematic groups do you think will be, or potentially could be, impacted upon by the implementation of this policy? Please indicate whether these would be positive or negative impacts

Community or Groups of People	Negative Impacts	Positive impacts
Age – men and women, girls & boys	-	-
Disability	-	-
Gender Reassignment (Trans/Transgender Identity)	-	-
Marriage or Civil Partnership	-	-
Pregnancy and Maternity	-	-
Race – people from different racial groups, (BME) ethnic minorities and Gypsy/Travellers	-	-
Religion or Belief (including lack of belief)	-	-
Sex – gender identity (issues specific to women & men or girls & boys)	-	-
Sexual Orientation – person's sexual orientation i.e. LGBT+, lesbian, gay, bi-sexual, heterosexual/straight	-	-
Thematic Groups: Health, Human Rights & Children's Rights	-	-

