



COMMUNITY ASSET TRANSFER: ASSET TRANSFER REQUEST

IMPORTANT NOTES

Eligible Community Transfer Bodies have a right to submit an Asset Transfer Request under Part 5 of the Community Empowerment (Scotland) Act 2015 (the Act). However, there is no legal requirement that all requests must go through the process set out in the legislation where both parties are able to reach an agreement.

If you wish to make a request under the Act then you must state this clearly in the box at the bottom of this page. If you are in any doubt then please discuss this with the council's Asset Transfer Team before making your request.

You are strongly advised to contact the council's Asset Transfer Team by telephone on 01343 563915 or by email to CAT@moray.gov.uk to discuss your proposal prior to making a request.

All community bodies intending to make an Asset Transfer Request to Moray Council are encouraged to take advantage of our pre-application advice service beforehand. This can help improve outcomes and ensure that your request can be processed as quickly as possible through the most appropriate route.

Please complete all sections of this form as fully as possible (if a question is not applicable please mark with N/A) and, where possible, submit the form electronically to CAT@moray.gov.uk.

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

Do you wish your Asset Transfer Request to be considered under Part 5 of the Community Empowerment (Scotland) Act 2015?
(Please tick the relevant box)

Yes

No

✓

An Asset Transfer Request can only be considered under the Act if it is made by an eligible Community Transfer Body as defined by the Act. Ticking 'No' will mean that your request will be considered outside of the Act.

Section A:
Information about the community organisation making the request

1. Details of community organisation	
Name of organisation	Dufftown Community Centre
Registered address	
Postcode	

2. Organisation contact Information	
Contact name	
Position in organisation	Chairperson
Postal address (inc postcode) <i>If different from above</i>	
Contact telephone no.	
Contact email address	

We agree that correspondence in relation to this advice request may be sent by email to the address given above. (tick to indicate agreement)	<input checked="" type="checkbox"/>
<i>You can ask us to stop sending correspondence by email, or change the email address, by telling us at any time; please give 5 working days' notice.</i>	

3. Please tick the corresponding box(es) below to confirm the type of organisation and its official number(s), where applicable:		
Company and its company number...		
If the company is a registered charity, please also tick this box and provide its charity number...		
Scottish Charitable Incorporated Organisation (SCIO) and its charity number...	<input checked="" type="checkbox"/>	SC048668
Community Benefit Society (BenCom) and its registered number...		
Unincorporated organisation (no number)		LEAVE BLANK

4. Please tick the corresponding box below to confirm which documents accompany this advice request:

Constitution	<input checked="" type="checkbox"/>
Articles of Association	<input type="checkbox"/>
Registered Rules	<input type="checkbox"/>
If the organisation does not have a written constitution, please tick this box.	<input type="checkbox"/>
<i>Please note that a formal asset transfer request will only be considered from those community controlled bodies with a written constitution.</i>	

5. Has the organisation been individually designated as a Community Transfer Body by Scottish Ministers?

Yes	<input type="checkbox"/>	Please note that this question relates only to those bodies referred to in section 77(2)(a) of the Community Empowerment (Scotland) Act 2015.
No	<input checked="" type="checkbox"/>	
Don't know	<input type="checkbox"/>	

If yes, please give the title and date of the designation order:

--

6. Does the organisation fall within a class of bodies which has been designated as Community Transfer Bodies by Scottish Ministers?

Yes	<input type="checkbox"/>	Please note that this question relates only to those bodies referred to in section 77(2)(b) of the Community Empowerment (Scotland) Act 2015.
No	<input type="checkbox"/>	
Don't know	<input type="checkbox"/>	

If yes, please give the class of bodies it falls within together with the title and date of the designation order:

--

Section B:**Information about the land and rights in which you are interested**

1. You should provide a street address and/or grid reference and any name by which the land or building is known as. If you have identified the land via the Council's register of land, please enter the details we have listed.

Name of Asset	Dufftown Sports & Community Centre
Name Asset otherwise known by	Dufftown Community Centre
Asset Address	Church Street Dufftown
Grid Reference of Asset	NJ33NW0078
Asset UPRN (Unique Property Reference) as listed on Council Register	02/00497/ASS

2. Please provide a sketch or drawing showing the boundaries of the land or building in which you are interested. If you are interested in part of a piece of land or building, please explain clearly your requirements in your answer to question 3 below.

Sketch/drawing attached

✓

3. Please provide a description of the asset you are interested in. Your description should give enough information to clearly identify your requirements.

Former Dufftown Sports & Community Centre and surrounding access area as per layout (Appendix 4)

Section C:
Type of Request

1. Please indicate below what type of request you intend making:

Ownership (section 79(2)(a) of the Act) – go to question 2	✓
Lease (section 79(2)(b)(i) of the Act) – go to question 3	
Other rights (section 79(2)(b)(ii) of the Act) – go to question 4	

2. Request for Ownership

What price are you prepared to pay for the asset?	£0
---	----

Go to question 5.

3. Request for a Lease

What length of lease are you proposing?			
How much rent are you prepared to pay?	£	per	

Go to question 5.

4. Request for Other Rights

What rights do you intend requesting?			
N/A			
Do you propose paying for these rights? (tick box)		Yes	No
If yes, how much are you prepared to pay?		£	per

5. Please set out any other terms and conditions that you wish to apply to your proposals.

(This should include details of any responsibilities that you would wish the Council to retain, e.g. responsibilities under a proposed lease arrangement.)

N/A

Section D:
Reasons for Request

1. Community Proposal

Please set out the reasons for seeking an asset transfer and describe how the land or building is intended to be used.

(This should explain the objectives of your project, why there is a need for it, any development or changes you plan to make to the asset, and any activities that will take place there.)

All information on our proposal is contained in our Business Case.

2. Benefits of the Proposal

Please set out the benefits that you consider would arise if the proposed request were to be agreed.

(This should explain how the project would benefit your community and others. Please refer to the Scottish Government Guidance document on how the Council will consider the benefits of the request.)

The community benefits are outlined in the "Community Benefit and Need" section of the Business Plan starting on page 8

3. Restrictions on use of the land

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

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

N/A

4. Negative consequences

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

(You should consider any potential negative consequences for the local economy, environment, or any group of people, and explain how you could reduce these.)

We do not anticipate any negative consequences as a result of a community asset transfer. However if the transfer was not to take place, and the Community Centre closed, activities in the Centre would cease which would have a negative impact on the user groups currently based in the building. Groups such as the Rifle Club and Youth group would find it difficult to find alternative accommodation to suit their particular needs and requirements.

Details of potential risks and impacts can be found on pages 22 – 24 of our plan

5. Capacity to deliver

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

(This could include the skills and experience of organisation members, any track record of previous projects, whether you intend to use professional advisers, etc.)

Details of our trustees can be found on pages 4 – 6 of our plan. We have a broad range of skills and experience within the group.

Section E:

Level and nature of support

Please provide details of the level and nature of any existing support from your community and describe any consultations carried out.

(This could include information on the proportion of your community who are involved with the project, how you have engaged with your community beyond the members of your organisation. You should also show how you have engaged with any other communities that may be affected by your proposals.)

Details of community engagement and consultation can be found on page 11 of our plan.

Section F: Funding

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

(You should show your calculations of the costs associated with the proposed transfer of the land or building and your future use of it, including any redevelopment, ongoing maintenance and the costs of your activities. All proposed income and investment should be identified, including volunteering and donations. If you intend to apply for grants or loans you should demonstrate that your proposals are eligible for the relevant scheme, according to the guidance available for applicants.)

Where a transfer at less than full market value is being sought, your business case should include a cash flow forecast covering the first full year of operation, together with an indicative budget for at least the following 2 years.)

All financial information can be found on pages 16 – 19 of the plan

Section G: Declarations

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

We, the undersigned on behalf of the community organisation as noted at Section A, make an asset transfer request as specified in this form.

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

Name:			
Address:			
Position:	Chairperson		
Signature:		Date:	4 th December 2019

Name:			
Address:			
Position:	Vice Chairperson		
Signature:		Date:	4 th December 2019

Please send the completed form, together with all accompanying plans and documentation, to:

By Post: Asset Transfer Team, Moray Council, High Street, Elgin IV30 1BX

By Email: CAT@moray.gov.uk

If you have any queries regarding the filling in of this form, please contact the Asset Transfer Team on telephone 01343 563915

Section G:
Checklist of accompanying documents

To check that nothing is missed, please list any documents which you are submitting to accompany this pre-application advice request: (please tick)

• Constitution	x
Articles of Association	
Registered Rules	
• Financial Statements	
Business Case	x
• Sketch / drawing of asset	x
Note of terms and conditions you wish to apply	

Please note any additional supporting documents not listed above:

Useful Links

The following links provide sources of further information, advice or support for community bodies:

- [Moray Council Community Asset Transfer](#)
- [Moray Council Community Support Unit](#)
- [Scottish Government Guidance for Community Transfer Bodies](#)
- [Community Ownership Support Service \(COSS\)](#)
- [Development Trust Association Scotland](#)
- [Business Gateway Moray](#)
- [Highlands and Islands Enterprise](#)
- [tsiMoray](#)

Office Use only:

Reference:	
Date Received:	
Date Acknowledged:	
Validation Date:	

**Section 9:
Checklist of accompanying documents**

To check that nothing is missed, please list any documents which you are submitting to accompany this pre-application advice request: (please tick)

Constitution	X
Articles of Association	
Registered Rules	
Financial Statements	X
Business Case	X
Sketch / drawing of asset	X
Note of terms and conditions you wish to apply	

Please note any additional supporting documents not listed above:

Useful Links

The following links provide sources of further information, advice or support for community bodies:

[Moray Council Community Asset Transfer](#)

[Moray Council Community Support Unit](#)

[Scottish Government Guidance for Community Transfer Bodies](#)

[Community Ownership Support Service \(COSS\)](#)

[Development Trust Association Scotland](#)

[Business Gateway Moray](#)

[Highlands and Islands Enterprise](#)

[tsiMoray](#)

Office Use only:

Reference:	
Date Received:	
Date Acknowledged:	
Validation Date:	

CONSTITUTION OF Dufftown Community Centre

Adopted at the inaugural meeting on 24th June 2018.

CONSTITUTION OF

Dufftown Community Centre

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 7-18
DECISION-MAKING BY MEMBERS	General Meetings, Chairperson, Quorum, Voting, Adjournment	Clauses 19-29
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 30-43
DECISION-MAKING BY CHARITY TRUSTEES	Chairperson, Board Meetings, Voting, Sub Committees	Clauses 44-52
ADMINISTRATION & FINANCE	Constraints on payments, Personal interests, Office Bearers, Finances & Accounts, Notices, Records of meetings, Indemnity, Alteration to Clauses, Dissolution	Clauses 53-65

Charities and Trustee Investment (Scotland) Act 2005

**Constitution
of
Dufftown Community Centre**

In this constitution, the following definitions apply throughout:

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

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

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

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

	NAME
1	The name of the organisation is "Dufftown Community Centre" ("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 Dufftown & District, including the postcodes AB54, AB55, AB37 and AB38, (as the "Community"), with the following purposes (the "Purposes"): owning, maintaining and managing the Dufftown Community Centre.
4.1	To provide, maintain and manage the Dufftown Community Centre as a recreational facility which can be used by local groups for a variety of activities.
	POWERS
5	The SCIO has power to do anything which is calculated to further its purposes or is conducive or incidental to doing so. In particular, (but without limiting the range of powers available under the 2005 Act), the SCIO has power:
5.1	to encourage and develop a spirit of voluntary or other commitment by, or co-operation with, individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Organisation to achieve the Purposes;
5.2	to promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and programmes;
5.3	to provide advice, consultancy, training, tuition, expertise and assistance;
5.4	to prepare, organise, promote and implement training courses, exhibitions, lectures, seminars, conferences, events and workshops, to collect, collate, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute clauses, pamphlets, books and other publications, tapes, motion and still pictures,

	music and drama and other materials, all in any medium;
5.5	to purchase, take on lease, hire, or otherwise acquire any property suitable for the organisation;
5.6	to construct, convert, improve, develop, conserve, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate (or arrange for the professional or other appropriate management and operation of) the organisation's property;
5.7	to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the organisation;
5.8	to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds;
5.9	to employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities of the organisation;
5.10	to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the organisation;
5.11	to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely, conditionally or in trust;
5.12	to borrow or raise money for the Purposes and to give security in support of any such borrowings by the organisation and/or in support of any obligations undertaken by the organisation;
5.13	to set aside funds not immediately required as a reserve or for specific purposes;
5.14	to invest any funds which are not immediately required for the activities of the organisation in such investments as may be considered appropriate, which may be held in the name of a nominee organisation under the instructions of the Board of Trustees, and to dispose of, and vary, such investments;
5.15	to make grants or loans of money and to give guarantees;
5.16	to establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the purposes;
5.17	to establish, operate and administer and/or otherwise acquire any separate trading organisation or association, whether charitable or not;
5.18	to enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the organisation and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charitable organisation;
5.19	to enter into contracts to provide services to or on behalf of others;

5.20	to effect insurance of all kinds (which may include indemnity insurance in respect of Trustees and employees);
5.21	to oppose, or object to, any application or proceedings which may prejudice the interests of the organisation;
5.22	to pay the costs of forming the organisation and its subsequent development;
5.23	to carry out the Purposes as principal, agent, contractor, trustee or in any other capacity.
GENERAL STRUCTURE OF THE ORGANISATION	
6	The organisation is composed of:
6.1	Members (composed of Ordinary Members and Junior Members);
6.2	Charity Trustees (composed of Elected 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 and groups as are admitted to membership under the following clauses.
8	The organisation shall have not fewer than 20 members at any time.
8.1	In the event that the number of members falls below 20 the Board may conduct only essential business other than taking steps to ensure the admission of sufficient Ordinary Members to achieve the minimum number.
9	Membership of the organisation is open to residents as defined in Clause 4.
9.1	Individuals aged 16 or over who are members of the Community ("Ordinary Members")
9.2	Individuals aged between 12 and 15 who are members of the Community ("Junior Members") (such Members not being eligible to serve as Charity Trustees).
9.3	If an Individual 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.
10.1	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.
11	Membership of the organisation may not be transferred by a member.
	LIABILITY OF MEMBERS
12	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.
13	The members and Charity Trustees have certain legal duties under the Charities and Trustee Investment (Scotland) Act 2005; and clause 12 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
14	A member shall cease to be a member if:
14.1	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;
14.2	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;
14.3	in the case of an Individual, that Individual has died (membership of the Organisation not being transferable);
14.4	in the case of a group, that group goes into receivership or liquidation, or is dissolved or otherwise ceases to exist (membership of the Organisation not being transferable);
14.5	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
15	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.
15.1	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.
15.2	The Board must ensure that the register of members is updated within 28 days of receiving notice of any change.
15.3	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
16	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.
16.1	No Individual may become an Associate unless that Individual 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.
16.2	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.
17	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 or Organisation ceased to be an Associate.
18	An Associate shall cease to be an Associate if:
18.1	that Associate sends a written notice of resignation to the Organisation;
18.2	that Associate becomes a member of the Community;
18.3	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);
18.4	in the case of an Individual: <ul style="list-style-type: none"> (a) that Individual becomes insolvent or apparently insolvent or makes any arrangement with their creditors; or (b) that Individual has died.
	GENERAL MEETINGS (Meetings of the Members)

19	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
20	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.
20.1	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 if applicable; and (f) the appointment of the auditor if applicable.
	Notice of General Meetings
21	Subject to the terms of clause 60, notice of a GM shall be given as follows:
21.1	At least 14 Clear Days' notice must be given of any GM.
21.2	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 27) must set out the exact terms of the resolution.
21.3	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.
	CHAIRPERSON OF GENERAL MEETINGS
22	<ul style="list-style-type: none"> (a) The Chairperson of the organisation shall act as Chairperson of each GM. (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. (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.
	QUORUM AT GENERAL MEETINGS
23	The quorum for a GM shall be the greater of: (a) eleven Members; or (b) 10% of the Members, present either in person or by proxy. No business shall be dealt with at any GM unless a quorum is present.
23.1	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.
	VOTING AT GENERAL MEETINGS
24	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.
24.1	Each Member shall have one vote, to be exercised in person by a show of hands.
24.2	A secret ballot may be demanded by: (a) the chairperson of the GM; or (b) at least two Members present at the GM, 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.
25	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
26	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.

27	<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 65. <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.</p>
28	<p>Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, and shall have effect as if they had been passed at a GM, provided the terms of this Clause are followed.</p>
28.1	<p>An Ordinary Resolution may be passed in writing if signed by a simple majority of all the Members.</p>
28.2	<p>A Special Resolution to wind up the Organisation may be passed in writing if signed by all the Members.</p>
28.3	<p>Any other Special Resolution may be passed in writing if signed by not less than two thirds of all the Members.</p>
28.4	<p>Written resolutions must be sent to all Members at the same time (the "Circulation Date") in hard copy (posted or hand-delivered) or electronic form (faxed or e-mailed), or by means of a website.</p>
28.5	<p>Written resolutions must be accompanied by a statement informing the Member:</p> <ul style="list-style-type: none"> (a) how to signify agreement to the resolution; (b) how to return the signed resolution to the Organisation (in hard copy (posted or hand-delivered) or electronic form (faxed or e-mailed)); (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 (d) that they will not be deemed to have agreed to the resolution if they fail to reply.
28.6	<p>A written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Members.</p>
28.7	<p>Once a Member has signed and returned a written resolution in agreement thereto, that Members' agreement is irrevocable.</p>
28.8	<p>The Members may require the Organisation to circulate a written resolution.</p>

28.8.1	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.
28.8.2	The Board may reject the resolution but must provide reasons for doing so to the members requesting the resolution.
28.8.3	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.
MEETING ADJOURNMENT	
29	The Chairperson of the GM may, with the consent of a majority of the Members voting in person, adjourn the General Meeting to such time, date and place as the Chairperson may determine.
ORGANISATION MANAGEMENT	
30	The affairs, property and funds of the organisation shall be directed and managed by a Board of Charity Trustees. The Board:
30.1	shall set the strategy and policy of the Organisation;
30.2	shall, where no employees or managers are appointed, be responsible for the day-to-day management of the Organisation;
30.3	shall hold regular meetings between each AGM, meeting as often as necessary to despatch all business of the Organisation;
30.4	shall monitor the financial position of the Organisation;
30.5	shall direct and manage the affairs and Property of the Organisation;
30.6	shall generally control and supervise the activities of the Organisation;
30.7	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);

30.8	may exercise the powers of the Organisation; and
30.9	may not also be paid employees of the Organisation.
	INTERIM BOARD
31	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.
31.1	The Interim Board shall retire at the first GM, which shall be held as soon as practicable following incorporation but shall remain eligible for re-election (the period of office between the date of incorporation and the date of the first GM not being regarded as a "term of office" for the purposes of clause 34.5).
	COMPOSITION OF THE BOARD OF CHARITY TRUSTEES
32	The number of Charity Trustees shall be not less than three and the total number of Charity Trustees shall not be more than nine.
	APPOINTMENT OF CHARITY TRUSTEES
33	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):
33.1	up to 9 individual persons elected as Charity Trustees by the Members in accordance with clause 34 ("the Elected Charity Trustees"), who must themselves be Ordinary Members; and
33.4	Employees of the organisation may not be nominated as or become Charity Trustees.
	ELECTED CHARITY TRUSTEES
34	At the first General Meeting of the Organisation, the Members shall elect up to 9 individual Ordinary Members as Elected Charity Trustees.
34.1	Elected Charity Trustees must be nominated in writing by at least two Members. Such nominations must contain confirmation from the nominee that they are willing to act as an Elected Charity Trustee and must be delivered to the registered office of the Organisation at least seven days before the GM.
34.2	Each Member has one vote for each vacancy in the Elected Charity Trustees on the Board.
34.3	Provided the first GM is not also the first AGM, there shall be no changes in the Charity Trustees at the first AGM (except to fill any vacancies left following the first GM or caused by retirements since the first GM).
34.4	At the second and subsequent AGMs, one-third of the Elected Charity Trustees

	(rounding upwards if this is not a whole number) shall retire from office at the close or adjournment of that meeting.
34.5	A retiring Charity Trustee shall be eligible for re-election after one term of office. A retiring Charity Trustee shall not be eligible for re-election after two consecutive terms of office until a period of one year in which they have not been a Charity Trustee has passed.
34.6	The Elected Charity Trustee(s) to retire at an AGM shall be those who have been longest in office since their election/re-election (unless other Elected Charity Trustee(s) have agreed to retire at that AGM). As between Individuals who were appointed as Elected Charity Trustees on the same date, the Elected Charity Trustee(s) to retire shall be agreed between the Individuals appointed on the same date or determined by lot.
	VACANCY
35	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
36	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:
36.1	seek, in good faith, to ensure that the organisation acts in a manner which is in accordance with its purposes;
36.2	act with the care and diligence which it is reasonable to expect of a person who is managing the affairs of another person;
36.3	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;
36.4	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.
37	In addition to the duties outlined in clause 38, all of the Charity Trustees must take such steps as are reasonably practicable for the purpose of ensuring:
37.1	that any breach of any of those duties by a Charity Trustee is corrected by the Charity Trustee concerned and not repeated; and
37.2	that any Charity Trustee who has been in serious and persistent breach of those duties is removed as a Charity Trustee.
38	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 57 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.
39	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.
40	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.
REGISTER OF CHARITY TRUSTEES	
41	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.
41.1	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.
41.2	Where the Charity Trustee is appointed by OSCR under section 70A of the 2005 Act it must be recorded in the register.
41.3	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.
41.4	The Board must ensure that the register of Charity Trustees is updated within 28 days of receiving notice of any change.
41.5	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 TRUSTEES OFFICE
42	A Charity Trustee will automatically cease to hold office if: -
42.1	they give the Organisation a notice of resignation, signed by them;
42.2	they become an employee of the Organisation;
42.3	in the case of a Charity Trustee elected under clause 34) they cease to be a member of the Organisation;
42.4	they become disqualified from being a Charity Trustee under the Charities and Trustee Investment (Scotland) Act 2005;
42.5	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;
42.6	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;
42.7	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;
42.8	they become prohibited from being a Charity Trustee by virtue of section 69(2) of the 2005 Act
42.9	they commit any offence under section 53 of the 2005 Act.
43	Clauses 42.7 and 42.8 apply only if the following conditions are met:
43.1	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;
43.2	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
43.3	at least two thirds of the Charity Trustees then in office vote in favour of the resolution.
	CHAIRPERSON AND VICE-CHAIRPERSON
44	The Board shall meet as soon as practicable meeting immediately after each AGM or

	<p>following the resignation of the existing Chairperson/Vice-Chairperson to appoint:</p> <p>(a) an Elected Charity Trustee to chair Board meetings and GMs (the "Chairperson"), and</p> <p>(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").</p>
44.1	<p>In the event that:</p> <p>(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</p> <p>(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,</p> <p>the Charity Trustees present must appoint an Elected Charity Trustee to chair the GM/Board meeting.</p>
	BOARD MEETINGS
45	The quorum for Board meetings shall be not less than 4 of all the Trustees, a majority of whom are Elected Charity Trustees. No business shall be dealt with at a Board meeting unless such a quorum is present.
45.1	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.
45.2	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.
46	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 27 is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided.
46.1	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.
46.2	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.
47	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.
48	The Board may act notwithstanding any vacancy in it, but where the number of Charity Trustees falls below the minimum number specified in clause 32, it may not conduct any

	business other than to appoint sufficient Charity Trustees to match or exceed that minimum.
49	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.
50	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
51	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,
51.1	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.
51.2	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
52	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.
52.1	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.
52.2	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
53	The income and property of the Organisation shall be applied solely towards promoting the Purposes and do not belong to the members. Any surplus income or assets of the Organisation are to be applied for the benefit of the Community.
54	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 55.

55	No benefit (whether in money or in kind) shall be given by the Organisation to any member or Charity Trustee except the possibility of:
55.1	repayment of out-of-pocket expenses (subject to prior agreement by the Board);
55.2	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);
55.3	payment of interest at a rate not exceeding the commercial rate on money lent to the Organisation;
55.4	payment of rent at a rate not exceeding the open market rent for property let to the Organisation;
55.5	the purchase of property from any member or Charity Trustee provided that such purchase is at or below market value;
55.6	payment by way of any indemnity, where appropriate in accordance with clause 63.
56	Where any payment is made under clause 55, the terms of clause 57 must be observed.
PERSONAL INTERESTS & CONFLICTS OF INTEREST	
57	Whenever a Charity Trustee finds that there is a personal interest, as defined in sub-clauses 57.3 and 57.4, they have a duty to declare this to the Board meeting in question.
57.1	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.
57.2	It will be up to the Chairperson of the meeting in question to determine: <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.

57.3	An interest held by an individual who is "connected" with the Charity trustee under section 68(2) of the Charities and Trustee Investment (Scotland) Act 2005 (husband/wife, partner, child, parent, brother/sister etc) shall be deemed to be held by that Charity trustee;
57.4	A Charity trustee will be deemed to have a personal interest in relation to a particular matter if a body in relation to which they are an employee, director, member of the management committee, officer or elected representative has an interest in that matter.
57.5	The Board shall determine from time to time what interests shall be relevant interests and shall ensure that a Register of Notices of Relevant Interests is maintained, which shall be open for inspection by both the Board and members of the Organisation and, with the express prior written approval of the Charity Trustee or employee concerned, by members of the public.
FINANCES & ACCOUNTS	
58	The Board shall determine:
58.1	which banks or building societies the bank accounts of the Organisation shall be opened with;
58.2	how bank accounts shall be maintained and operated; and
58.3	how cheques and other negotiable instruments, and receipts for monies paid to the Organisation, shall be signed, drawn, accepted, endorsed or otherwise executed.
59	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.
59.1	The accounting records shall be maintained by the Treasurer (if there is one) and overseen by the Principal Officer (if there is one), or otherwise by, or as determined by, the Board. Such records shall be kept at such place or places as the Board thinks fit and shall always be open to the inspection of the Trustees.
59.2	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.
59.3	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.

59.4	Copies of such accounts shall, not less than 21 clear days before the date of the General Meeting, be delivered or sent to all members, Charity Trustees, the Office Bearers and the auditor, or otherwise be available for inspection on the website or other location of the Organisation (with all members, Charity Trustees, the Organisation Secretary and the auditor being made aware that they are so available for inspection there).
	NOTICES
60	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.
61	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
62	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
63	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
64	Subject to the terms of this clause, this constitution may be altered by a Special Resolution of the members passed in accordance with clause 27 or 28.3
64.1	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

64.2	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
65	The Organisation may be wound up or dissolved only on the passing of a Special Resolution for that purpose in accordance with clauses 27 and 28.4, and subject to written consent being obtained from OSCR.
65.1	<p>If, on the winding-up of the Organisation, any property or assets remains after satisfaction of all its debts and liabilities, such property shall be given or transferred to such other community body or bodies or charitable group, which has purposes which resemble closely the purposes of the Organisation, as may be:</p> <ul style="list-style-type: none"> (a) determined by not less than two thirds of the Ordinary Members of the Organisation voting in person at a General Meeting called specifically (but not necessarily exclusively) for the purpose; and (b) approved by OSCR (and its successors).

Dufftown Community Centre

SC048668

Business Case

Community Asset Transfer

December 2019



**Church Street
Dufftown
AB55 4AR**



Contents	Page
1. Executive Summary	3
2. Dufftown Community Centre SCIO, Organisation and management	4
o Structure	
o Objectives	
o Aims	
o Board	
o Membership	
o Partner Organisations	
o Risk Assessment	
o SWOT	
3. The project	6
o Asset and location	
o Background	
o Achievements to date	
o Current work	
4. Community benefit and need	8
o Community profile	
o Consultation	
o Evidence of need	
o Strategic fit – locally	
o Community Benefits – Social and Economic	
5. Market	14
o Local market analysis	
o Core users and services	
o Measuring and monitoring	
6. Finance	16
o 3 year financial projections	
7. Cost and justification for discount	18
o Marketing and promotion	
o Letters of support	
o Risk assessment	
o SWOT Analysis	
o The future of DCC	

o Impacts of an unsuccessful CAT

Appendix 1 Financial Spreadsheet – operating costs

Appendix 2 Letters of support

Appendix 3 DDC Timetable and contact information

Appendix 4 Press releases

1. Executive summary

Dufftown Community Centre (DCC) (SC048668) is a two tier partnership SCIO comprising the user groups of the centre. DCC incorporated in August 2018 with the intention of undertaking a community asset transfer in order to own, manage and maintain the community centre for use by local residents.

To date; two major community wide consultations have identified the need and demand for quality community space where specific community groups can be based and activities delivered. Both consultations identified the need for improved community facilities and activities locally. It was felt that the community had identified the need and as a group we are responding to the identified need without going out to a further consultation.

DCC propose to undertake a small amount of upgrading works in the future, mainly heating, lighting and toilets along with emergency roof repairs following a successful CAT in order to continue to operate and support the activities of the wider community.

The asset known as Dufftown Community Centre comprises a hall, rifle range, meeting room and small outside area at the rear. The asset is currently managed by DCC under lease from Moray Council.

The community benefits, local community and business support along with the financial projections show that an asset transfer is viable and of benefit to the community. DCC are seeking a transfer of title at no cost.

2. Dufftown Community Centre SCIO, Background Organisation and Management

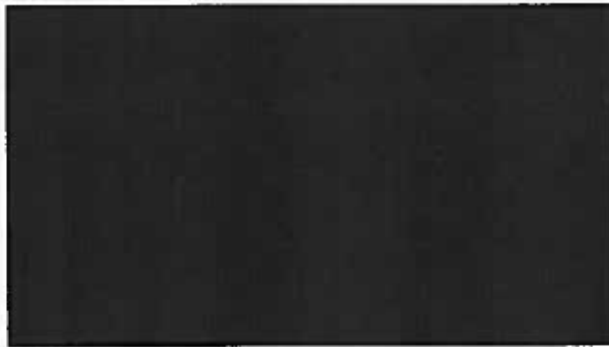
Structure:

Dufftown Community Centre (DCC) formed as a direct result from the identified closure of Dufftown Sports & Community Centre (DSCC) by Moray Council. Nine representatives from DSCC user groups came together to form the DCC which is a two tier SCIO, (SC048668) along with individuals from the community and registered with OSCR in August 2018 .

Objective/Purposes:

"The Organisation has been formed to benefit the community of Dufftown & District, including the postcodes [REDACTED] (as the 'Community'), with the following purpose:

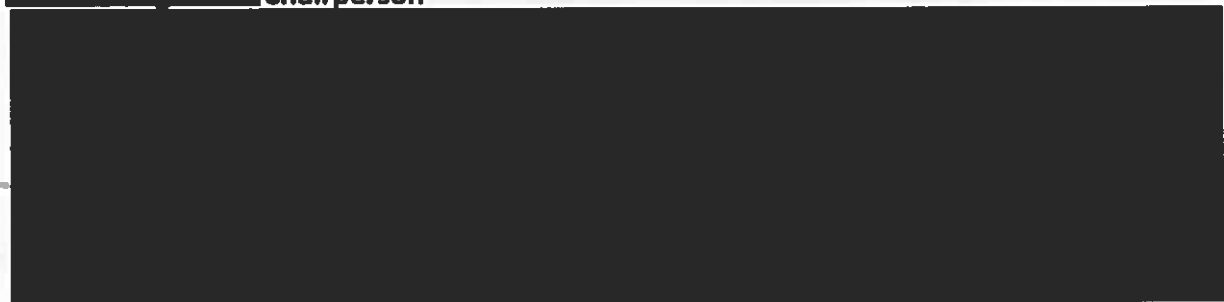
To provide, maintain and manage the Dufftown Community Centre as a recreational facility which can be used by local groups for a variety of activities." OSCR website information



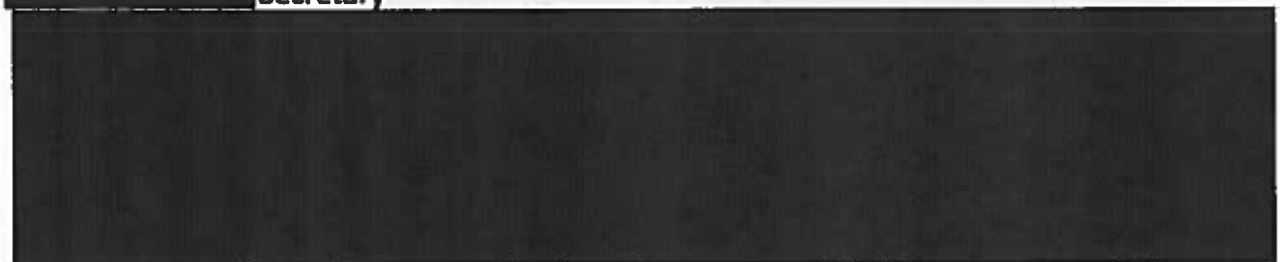
Inaugural meeting August 2018

Board of Trustees:

[REDACTED] Chairperson



[REDACTED] Secretary



[Redacted]

Treasurer

[Redacted]

[Redacted]

Trustee

[Redacted]

[Redacted]

Trustee

[Redacted]

[Redacted]

Trustee

[Redacted]

[Redacted]

Trustee

[Redacted]

[Redacted]

Trustee

[Redacted]

[Redacted]

Trustee

[Redacted]

As a group we have a range of skills and experience for delivering the project. DCC recognises that our organisation is still in infancy in terms of time. We are however, committed to the successful CAT transfer of the facility. With just over a year in situ running the hall, we have achieved SCIO status: SC048668, secured a small funding grant and are currently working towards a Keystone Quality Assurance Award.

Membership:

The current membership stands at 34.

Partner organisations:

- Dufftown & District Community Association
- Dufftown BALL
- Dufftown Cubs, Scouts & Beavers
- Dufftown Small Bore Rifle Club
- Speyside Youth
- Dufftown Parent, Baby & Toddler Group

3. The project

Asset and location

Dufftown Sports and Community Centre is located at the far end of Church Street. Canmore (National Record of Historic Environment) list it as currently a community centre with a rich history of being previously used as a drill hall during both World Wars when it was known as the Territorial Army Centre.

The listing shows the hall was constructed in 1908 and used in 1914 as the drill station for "E" Squadron, 2nd Scottish Horse and "B" Company of the 6th battalion Gordon Highlanders.



Dufftown Community Centre Rifle Range

Background:

Historically, shooting has been dominant in shooting for many years with Dufftown Boy Scouts coming 35th in the UK in the Imperial Challenge Shield Rifle Competition, out of an entry of 354. Amongst Scouts they were third in the UK. In Scotland they were first. The current CC was built around the rifle range and included; hall, lounge area and small meeting room, outdoor space and two toilets – one of which is the ladies, child changing

area and additional needs. To date DCC have secured funding to replace the current lighting from Diageo, however the priority for this work has been surpassed by the urgent roof repairs required and work is scheduled to take place before this winter.

Current work:

The first twelve months have been spent settling in to and running the facility, making small adjustments and improvements along with identifying and researching some of the future improvements we would like to make to ensure future sustainability. The level of user groups has not increased during this first year.

DCC Trustees are currently looking at ways in which to improve the running costs of the Community Centre. We are in discussions with contractors regarding the replacing the storage heating system as well as researching additional options for alternative heating solutions. The out dated storage heaters are uneconomical and difficult to regulate to ensure the building meets the users' needs in terms of heating; we are currently looking into gas mains/solar panels and how we can access funding to source these options to reduce costs.

Achievements to date:

We are undertaking the Keystone Award for Quality Assurance and have completed both Sections 1 and 6 at the time of producing this business plan, we are focussed on completing this Award by December 2019.

DCC has a small number of volunteers working alongside the trustees, carrying out essential cleaning and statutory requirements including PAT and legionella tests.

4. Community benefit and need

Community Profile:

Dufftown Historical perspective:

The earliest known inhabitants of the Fiddich valley were Picts. Traces of their occupation remain in the shape of the mysterious 'Elephant Stone' and a weathered Pictish cross almost six feet high.

Balvenie Castle was built in the thirteenth century by the Comyn Earls of Buchan and visited by King Edward 1 of England. The castle was last occupied by government forces in 1746.

Dufftown itself was founded in 1817 by James Duff, 4th Earl of Fife; It was built close to the hamlet of Laichie to give employment after the Napoleonic wars.

Dufftown Now (Dufftown Community Action Plan, 2015):

The population in Dufftown is around 1,700 and, like the rest of Moray, it is growing. Two thirds of homes are owner occupied, which is more than the Moray average, while the private let sector is much smaller than the Moray average.

Crime rates in Dufftown are relatively low and better than the national average. Dufftown has many more elderly people relative to the rest of Moray. A high proportion of the elderly people live alone which tends to increase the probability that any care needs will not be met by family and friends (93% of the inhabitants don't have any caring responsibilities). As elsewhere, people are living longer which will mean increased spending on health and social care. With increased levels of older people, public expenditure to support Dufftown will increase.

The statistics show that you are more likely to need an emergency hospital admission if you are over 65 than if you are under 65 years in Dufftown.

When asked to self-assess their own health Dufftown residents nearly all said that their health was fair or better (only 3% said they had bad health). However, health data shows that Dufftown does not compare favourably with the rest of Scotland for prevalence of health conditions associated with smoking, hypertension, obesity, diabetes and coronary heart disease. For example, one in three pregnant women smokes. Although below the national average, emergency hospital admissions are higher for Dufftown than for the rest of Moray.

The other side of the population coin is that there are fewer numbers of younger people, particularly in the age range 16-29 year olds but there is some evidence that the percentage of young people staying in the area after leaving school is increasing. There are job opportunities around Dufftown as unemployment is very low but a large proportion of the jobs are low skilled and low paid with few jobs at managerial or professional level.

The lack of these higher level job opportunities may be a disincentive for younger people to remain in, or move to, the area. The attainment of Dufftown pupils at school is higher than the Moray average but the numbers leaving school to continue education is lower than other local areas. Many school leavers choose to go straight into employment with many doing apprenticeships and vocational qualifications. There are a high proportion of highly skilled trade's people in the town. The population around the Dufftown area is much less academically qualified than the rest of Moray or Scotland.

Dufftown is world famous for its whisky distilleries but the tourist industry is no bigger than in the rest of Moray. Wm. Grant & Sons (Glenfiddich) is the town's largest employer. The other main local employers are in manufacturing at Walkers in Aberlour and Baxters in Fochabers.

Currently, Dufftown has a scheduled public bus service linking it with Aberlour and Elgin every hour until early evening, except on Sundays. A new bus service to Aviemore commenced in June 2019 with a twice weekly service (on a trial basis). Car ownership is high with four out of five households owning at least one car. In a mostly low wage economy car ownership is a big expense. Car usage is increasing for travel to work while bus use is reducing in spite of a recent slight enhancement to the scheduled bus service. One in six walks to work. The children largely walk to the primary school but because the secondary school is five miles away most take the bus to the secondary.

Strategic fit:

Strategic Context

Strategies, policy and national initiatives that influence our work include the following:

National

- **Community Empowerment Act which has encouraged asset transfer and community ownership of assets**

Regional

- **Moray 2023 - A Plan for the Future notes an aspiration that "The community asset transfer approach will continue with a number of transfers expected to be successfully completed over the next 10 years"**

Local

- **Dufftown Community Action Plan**
- **Dorenell Community Plan**

Consultation:

In recent years Dufftown has had two major community consultations resulting in the Dufftown Community Action Plan (Community led Planning for Real exercise) and is one of the four communities consulted as part of the Dorenell Community Plan (CARES funded research). As users of the community centre we feel that the support for a CAT is evident through the recognition of the community in these documents is a strong mandate for the CAT and feedback from the local community has been positive and supportive. A recent fundraising event was well attended and raised £667. This funding has been earmarked towards urgent roof repairs which will be carried out this autumn. Our vision is to take ownership of Dufftown Community Centre through the CAT process; this will enable the community to continue accessing the building for a variety of recreational activities and allow for future development/improvement of the facility.

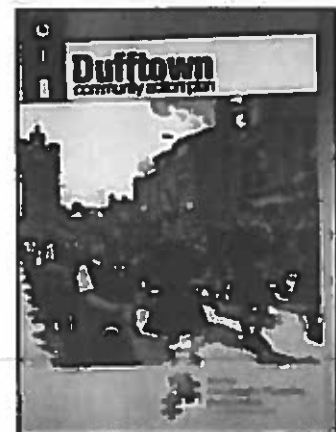
Evidence of Need:

Dufftown as a community has participated in two recent large scale community consultations and the community identified the Community Centre in both instances as being key to the delivery of future services and activities

- **Dorenell Community Plan: The Vision – Next 25 years**
 - Need for Quality community facilities

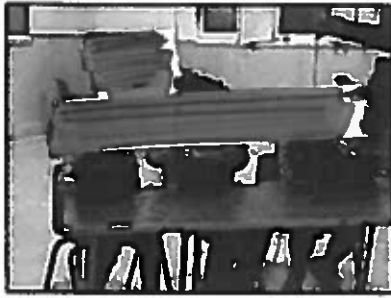


- **Dufftown Community Action Plan**
 - Upgrade required to Community Centre
 - Development of BALL Group
 - After school clubs and activities
 - Evening classes and leisure classes

**Strategic fit:**

Dufftown Community Centre has a flexible space which can be adapted to suit a group's needs. In addition to the meeting room, medium sized hall and coffee bar area the Community Centre has a nationally certified rifle range and an outdoor area suitable for a range of activities. Dufftown Community Centre is the only facility able to facilitate the needs of all of the current user groups' in-line with the groups spatial and resource needs, in

particular those of organisations which are not permitted to meet on premises where alcohol is served (Dufftown Beavers, Cubs and Scouts).



Community Benefits:

The proposed benefits of a CAT to DCC would cover individuals of all ages and abilities in the majority of activities taking place in DCC.

AGE RANGE	ACTIVITY	BENEFIT DIRECTLY	REDUGTION
Pre 3	Parent & Toddlers	The opportunity to socialise and learn basic skills before entering formal educational learning including language, communication and sharing.	Reduction in behavioural issues on entering formal educational settings, saving staff extra burden.
Primary Age	Dufftown Beavers Dufftown Cubs Dufftown Scouts	Young people achieve a sense of pride, belonging, commitment and achievement, healthier life-skills and team working.	Reduction in disruption to school day, anti-social behaviour and bullying
Secondary Age	Speyside Youth Club	Young people learning basic socialising skills, community minded individuals, giving individuals interests twice a week.	Reduction in disruption to school day, anti-social behaviour.
	Dufftown Small Bore Rifle Club	Respect for a firearm, discipline, routine, skill learning, team sports and communication Representing club Regional, National and progression to	Reduction in isolation and mental health, disruption to school day, anti-social behaviour.

AGE RANGE	ACTIVITY	BENEFIT DIRECTLY	REDUCTION
14-24 YEARS	Speyside Youth Club Volunteers New Parents	International level Sense of belonging. Young adults taking on responsibility for decision making and delivering projects through voluntary work including Saltire Award for volunteering, self-worth, confidence and building skills for the future. New parents benefit from peer support, allaying fears and sharing experiences provide confidence to first time parents.	Reduction in disruption to school day, anti-social behaviour and social isolation reduced. Non-essential contact with NHS services Reduces social isolation and reduce anxiety.
25- 45 YEARS	Parents	Structured activities in a safe and supervised environment	Reduction in anti-social activities across various age ranges.
45-60 YEARS	Adults	Social interaction, learning new skills, promoting health & wellbeing through a range of activities	Reduces social isolation, mental health and increasing physical health and reduction in GP intervention.
60 YEARS +	BALL	Reduction in social isolation, increasing social skills, shared experiences and peer support. Healthier lifestyle both physically and mentally.	Reduction in accessing a range of services for minor issues, reduction in stress and anxiety related illnesses.
SPECIALIST	Small Bore Rifle Range Club	Respect for a firearm, discipline, routine, skill learning, team sport and communication. Regional, National International level Sense of belonging.	Reduction in isolation and mental health, disruption to school day, anti-social behaviour.

5. Market:

Dufftown market for community space:

Currently the market in Dufftown is well provided for with a range of facilities available to the community:

- Mortlach Memorial Hall
- Royal British Legion
- Masonic Lodge

All of these facilities have limitations these mainly being:

- **Mortlach Memorial Hall**
 - Room availability is limited as the hall is centrally located with good car parking
 - Size of rooms available, not always suitable
 - Limited storage available
 - Booking system complicated/slow response
- **Royal British Legion**
 - Room availability/suitability
 - Cost prohibitive
 - Limited storage
- **Masonic Lodge**
 - Size of rooms available
 - Restrictions on use of facility

Dufftown Community Centre Core users & services:

	AM	PM	EVE
SUNDAY			Small Bore Rifle Club 6:00 – 10:30
MONDAY			
TUESDAY	Be Active Life Long (BALL) 9:30 – 12:00		Speyside Youth Club 6:30 – 8:00
WEDNESDAY			Small Bore Rifle Club 6:00 – 10:30
THURSDAY			Dufftown Beavers/Cubs/Scouts 5:15 – 9:15
FRIDAY	Baby, Parent & Toddlers 9:30 – 11:00		Speyside Youth Club 6:30 – 8:00
SATURDAY			

Measuring and monitoring:

User group annual reviews/needs analysis and feedback will be assessed annually by the use of a small questionnaire for each organisation. Currently and in the immediate future, feedback is being sought through regular direct contact at our regular meetings which are recorded in minutes.

DCC will continue to monitor the sustainability and viability of the facility ensuring it meets the needs of both the current users and potential users in the future by working together with centre users through regular DCC meetings (of which all user groups are represented by trustees).

6. Finance

Dufftown Community Centre:

August 2018 – August 2019

Operational spreadsheet (See appendix 1)

Expenditure notes:

During the initial lease period water relief was not assigned, this has since been remedied and will continue to be attained in future years ensuring a 0% cost.

Public liability insurance fee

Due to the issues arising from the lease and the takeover of accounts from Moray Council no further payments were made to EDF during this period. The billing issue has now been resolved and a payment of £3,500 has been made to EDF and a payment plan is in place for the remainder of the outstanding balance (see 3 year projections).

Assumptions

- Our projections show that we can make the Community Centre sustainable and viable in community ownership while we develop a longer term redevelopment proposal and seek funding to achieve this.

We recognise we currently have capacity for additional groups and or activities. Increasing income has become easier as more people become aware that our facility is now being locally run and managed directly and not by the council. Our pricing structure is based on fair, affordable and competitive pricing. This has led to more private (one off) bookings increasing over the last six months and we aim to maintain this over the next six months and into the future.

Dufftown Community Centre 3 Year Financial Projections:

DUFFTOWN COMMUNITY CENTRE INCOME & EXPENDITURE AUGUST 2018 -AUGUST 2019

SCO4866

	YEAR 1 2019-20	YEAR 2 2020 -21	YEAR 3 2021 -22
INCOME			
LETS STANDARD	£ 200.00	£ 300.00	£ 350.00

DONATIONS	£	200.00	£	250.00	£	250.00		
FUNDRAISING	£	1,000.00	£	1,200.00	£	1,200.00		
LETS - USERS	£	5,500.00	£	5,550.00	£	6,000.00		
TOTAL	£	6,900.00	TOTAL	£	7,300.00	TOTAL	£	7,800.00

	YEAR 1	YEAR 2	YEAR 3
	2019-20	2020 -21	2021 -22
EXPENDITURE			
ELECTRIC	£ 8,000.00	£ 1,500.00	£ 1,300.00
GAS	£ -	£ 4,500.00	£ 4,500.00
WATER	£ -	£ -	£ -
INSURANCE	£ 350.00	£ 360.00	£ 370.00
CLEANING	£ 125.00	£ 140.00	£ 150.00
REPAIRS	£ 900.00	£ 200.00	£ 300.00
FUNDRAISING COSTS	£ 150.00	£ 150.00	£ 150.00
TOTAL	£ 9,525.00	TOTAL	£ 6,850.00
		TOTAL	£ 6,770.00

The above figures are based on the first year of operation. Year 1 includes the payment plan costs to EDF. We plan to source funding as soon as our CAT is approved to upgrade the heating system as this is the main expenditure and although we are undertaking additional smaller improvements we have been generous in forecasting the energy costs in Year 1. Repairs to the roof are also included in the expenditure in Year 1.

Year 2 sees a fall in electric costs and an estimate of gas cost, until this is installed it is difficult to predict exact costs. A conservative increase in other expenses has been identified as we will endeavour to run a "tight ship". We have not included grants at this time as we are still in discussion with contractors as to an exact cost, early indications are in the region of £20,000 & VAT.

Year 3 in terms of running costs we have identified a slight decrease in electric costs as the aim is to have solar panels installed by this time. As in Year 2 savings will be difficult to predict as well as cost. We have not taken this idea forward at present. However, discussions will take place in the near future with the Dorenell Community Benefit Scheme as to whether applications should be around £25,000 or below or if a larger application for one major refurb would be preferred by them. If a larger bid is encouraged we will include an upgrade of the toilet facilities and replacement of floor surfaces to the submission.

Dorenell Community Benefit Fund, William Grant Foundation and local fundraising have been identified as being the main source of funding for the identified upgrades. Sponsorship from major distilleries and applications to funding bodies including Lottery and agencies have been identified for specific equipment.

Price and justification of discount:

The desktop valuation of Dufftown Community Centre is approximately £95k pending a joint valuation.

In terms of the justification for a 0% cost transfer, by continuing to deliver this facility to our community we will provide not only community benefit but reduce the reliance on Community Planning Partners in relation to:

- o Reducing social isolation in all age groups
- o Encouraging peer support and learning
- o Providing access for our young people to attain non vocational awards
- o Providing a base for local children to participate in national organisations
- o Raising the profile of Dufftown within both local and National Organisations.

Letters of support received from:



Marketing and Promotion:

Details of how to book the Community Centre and how to contact each group is available on the noticeboard located on the front wall of the Community Centre (see appendix 2).

Risk Assessment:

DCC have undertaken a review of the potential risks in taking over the Community Centre and have looked at what the impact of running the facility and associated risks.

DUFFTOWN COMMUNITY CENTRE - POTENTIAL RISKS AND IMPACTS					
MANAGEMENT/GOVERNANCE					
AREA OF RISK	POTENTIAL IMPACT	PROBABILITY	SEVERITY OF IMPACT	ACTION REQUIRED	LEAD RESPONSIBILITY
LOSS OF TRUSTEES	Quorum not achieved leading to suspension of activities, particularly providing the hall facility.	Medium	High	Ensure trustees are communicating with each other; ensuring decisions are made as a group and decisions implemented immediately. Ensure vacancies are filled promptly.	Board of Trustees
	Reputation	Low	Medium	Ensure public and local organisations are up to date with the project and the public are aware.	Named person to promote activities and progress by keeping media presence.
	Turnover/effectiveness may be compromised	Low	High	Ensure trustees are supported and involved	Secretary to arrange monthly committee meetings.
LOW LEVEL OF VOLUNTEERS	A range of activities not carried out, leading to an unkempt appearance of facility and cleanliness issues.	Low	Medium	Trustees required to step in to fill any volunteer void Ensure volunteers are valued and thanked	All Trustees

OPERATIONAL					
AREA OF RISK	POTENTIAL IMPACT	PROBABILITY	SEVERITY OF IMPACT	ACTION REQUIRED	LEAD RESPONSIBILITY
POOR FLOW OF INFORMATION	Trustees not up to speed on decisions	Medium	High	Better communication to be initiated	Secretary/Chair/ Trustees
	Public not aware of project or contact info	Medium	High	Media presence Noticeboard up to date	Named person
HEALTH & SAFETY	Injury caused (no fault of DCC)	Low	High	Ensure H&S adhered too	Board of Trustees
HEALTH & SAFETY	Injury caused DCC liable	Low	High	Regular checks and maintenance schedule	
COMPETITION	Loss of income	Low	Low	Encourage more user groups or one off events	Board of Trustees
POOR MARKETING	Missed opportunity for income generation	High	Medium	Active promotion of facility, more active media presence.	Named person/volunteer
MARKET CHANGES	Loss of income	Medium	High	Introduce minimum notice period for regular users	Board of Trustees
CAT UNSUCCESSFUL	Closure of facility	Low	High	Robust business case produced and Keystone Award achieved	Board of Trustees Named person

FINANCIAL					
AREA OF RISK	POTENTIAL IMPACT	PROBABILITY	SEVERITY OF IMPACT	ACTION REQUIRED	LEAD RESPONSIBILITY
ASSUMPTIONS IN BUDGETS AND ESTIMATES ARE INACCURATE	Project unsustainable	Low	High	Ensure accuracy of assumptions and strict financial procedures.	Board of Trustees/ Treasurer
LACK OF FINANCIAL MANAGEMENT AND CONTROL PROCEDURES	Overspending of funds	Low	High	Monitoring of budgets	Treasurer/ Board of Trustees
	Lack of available funds	Medium	High	Regular fundraising, monitoring of income and submitting funding applications (heating)	

SWOT Analysis DCC – 5th August 2019

<p>Strengths</p> <ul style="list-style-type: none"> • Representative of all users • Strong sense of community within the board <ul style="list-style-type: none"> • In a lease situation (continuing to operate) • Committed to succeed 	<p>Weaknesses</p> <ul style="list-style-type: none"> • Inexperienced of CAT procedure • Pressure of time available due to running user groups/organisations and full time jobs • In a lease situation (not ownership) <ul style="list-style-type: none"> • Lack of volunteers/helpers
<p>Opportunities</p> <ul style="list-style-type: none"> • Learn new skills <ul style="list-style-type: none"> • Peer learning • Increased knowledge • Meeting likeminded community reps <ul style="list-style-type: none"> • Common interest with other communities 	<p>Threats</p> <ul style="list-style-type: none"> • Lack of time • Loss of interest • Uncertainty over energy costs <ul style="list-style-type: none"> • Unsuccessful CAT

The future of Dufftown Community Centre: The long term vision for the Community Centre is one of a redeveloped space, taking in new toilets with a new heating and lighting system throughout. This will help the trustees to ensure sustainability in the long term for the facility as well as attracting new user groups in a welcoming warm and bright space.

Potential impacts of an unsuccessful CAT:

If Dufftown Community Centre were unsuccessful in its bid for a CAT, the potential for the following impacts to become a reality in our local community would include the following:

AGE RANGE	ACTIVITY	IMPACT DIRECTLY	INCREASE
Pre 3	Baby, Parent & Toddlers	No group in place to support the development of babies/young children prior to Statutory Education. Minimising social and cognitive skills development	Amount of time required by nursery staff to encourage basic socialising. Increase in children lacking in cognitive skills prior to entering Statutory Education Pre School
Primary Age	Dufftown Beavers Dufftown Cubs Dufftown Scouts	Dufftown seen as a place where young people live, while waiting to move somewhere else. Lack of community spirit in young people	Increase in behavioural issues on entering formal educational settings, causing staff extra burden. Potential increase in disruption to school day, anti-social behaviour and bullying
Secondary Age	Speyside Youth Club Dufftown Scouts	Young people having no outlet or access for activities out with school environment, lack of community minded individuals.	Potential increase in anti-social behaviour and all young people being vilified as perpetrators of anti-social behaviour in the community.
14-24 YEARS	Speyside Youth Club Volunteers	No activities or opportunities to grow community spirit, experience volunteering or achieving awards, lack of opportunity for intergenerational activities	Lack of sense of pride in Dufftown, increase in lack of self-belief or worth leading to mental health problems, alcohol/drug abuse



15 Aug 19

Greetings,

Letter of Support – Dufftown Community Centre

Throughout Moray there are networks of community groups known as Be Active Life Long (BALL) groups. These groups provide an activity to keep people active and healthy later in life whilst fostering friendships and encouraging connections to their local community. The Community Wellbeing Development Team supports BALL groups which are vital to creating flourishing connected healthier communities. In order for this to happen, community venues are essential to hosting community groups and activities.

Currently Dufftown BALL group use the Community Hall on a Tuesday morning 10am till noon. They are a popular local group in the local community with fabulous BALL leaders.

Therefore the Dufftown BALL group and Health and Social Care Moray would like to show their support for a Community Asset Transfer so the building remains open to the community.

Yours sincerely





26th August 2019



LETTER OF SUPPORT FOR DUFFTOWN COMMUNITY CENTRE

The Parent Council of Dufftown's school, Mortlach Primary, would like to express our wholehearted support for Dufftown Community Centre's submission for a Community Asset Transfer (CAT).

We are aware that many of the school's children and their families regularly use the facility, which enables activities for all generations from Parent and Toddler group to Be Active Life Long (for the over 60s). The diversity of activities on offer at this unique hall reflects its significance for so many members of the community.

The Centre is a vital asset to Dufftown's robust community spirit, and we would like to take this opportunity to thank you and wish you all the best for your submission.

Yours sincerely





12th September 2019



Dear Sirs

Dufftown Community Centre

The Speyside Area Forum comprises community representatives from across the Speyside ASG. At our recent meeting, the issue regarding ownership and future refurbishment of the Community Centre was discussed and our members were unanimous in their support of the community asset transfer application made by Dufftown Community Centre. The Centre is an integral part of Dufftown and is used regularly by local groups.

On behalf of the Speyside Area Forum, I would like to wish you every success in your application and very much hope that a positive outcome for this community asset can be achieved.

Yours faithfully





14th August, 2019

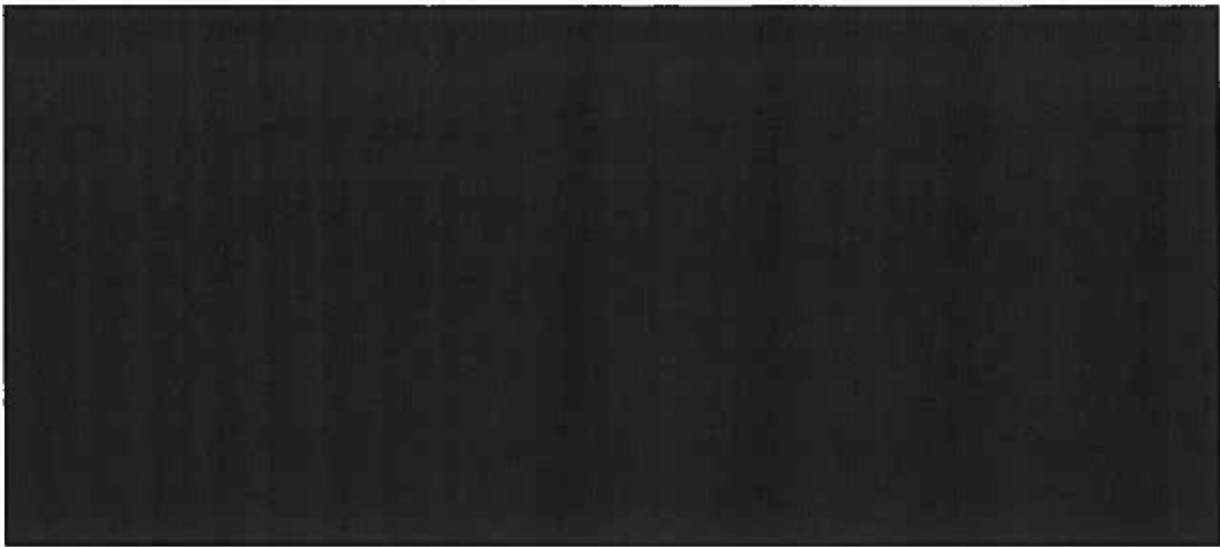
To Whom It May Concern

We would like to voice our enthusiastic support for the proposed community asset transfer by the Dufftown Community Centre.

Several very worthwhile activities for different ages are dependent on the use of the Community Centre and the future will be jeopardised if the centre is not to be saved for future use.

Being a local employer, with many Dufftown people employed in our company we would encourage all support they could possibly get in order to save this valuable asset for the village.





7 August 2019



Scottish Target Shooting fully support Dufftown Small Bore Rifle Club in the efforts to ensure that Dufftown Community Centre remains open. Dufftown Small Bore Rifle Club, one of our affiliated clubs, provides its members with a safe and local place to meet and practice. The Community Centre provides the only facility within the local area for the Club and if it were to close there would be no suitable halls which the Club would be able to use, and this may lead to the closure of the Club.

If you require any further support or wish Scottish Target Shooting to contact anyone directly please do let us know.

We wish the Club every success with the Community Asset Transfer.



Appendix 3

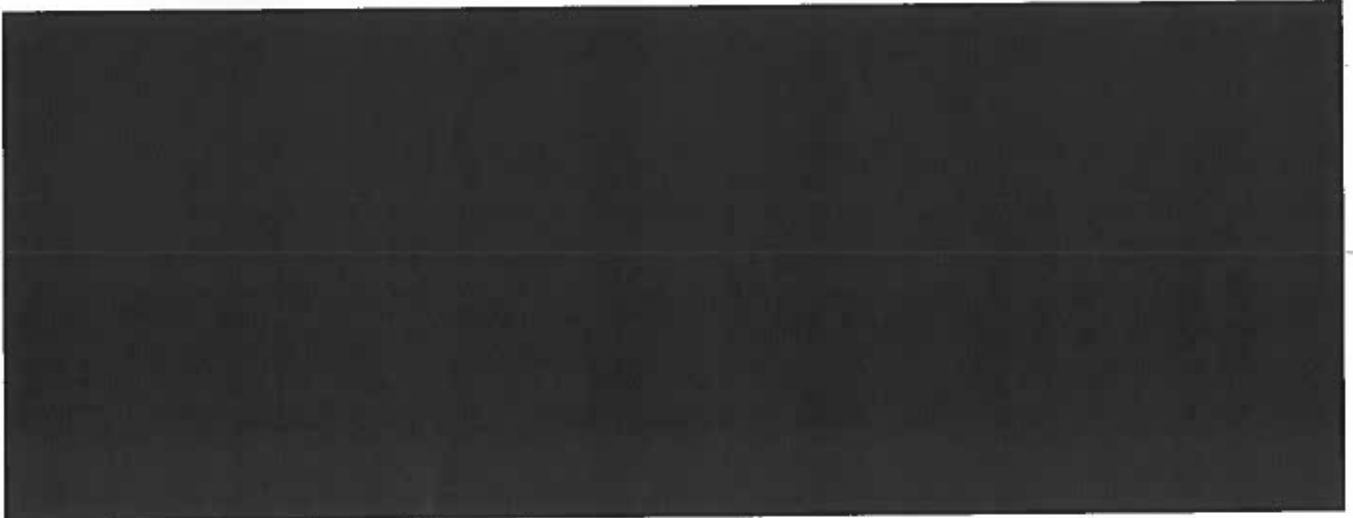
Dufftown Community Centre Timetable (August – December 2019)

	AM	PM	EVE
SUNDAY			Small Bore Rifle Club 6:00 – 10:30
MONDAY			Dufftown Ladies Group 7:30 – 8:30
TUESDAY	Be Active Live Longer (BALL) 9:30 – 12:00		Speyside Youth Club 6:30 – 8:00
WEDNESDAY			Small Bore Rifle Club 6:00 – 10:30
THURSDAY			Dufftown Beavers/Cubs/Scouts 5:15 – 9:15
FRIDAY	Parent & Toddlers 9:30 – 11:00		Speyside Youth Club 6:30 – 8:00
SATURDAY			

Dufftown Community Centre is available for hire out with the above timetable: bookings and enquiries should be made to: Dufftowncommunitycentre@gmail.com

or via Facebook page: Dufftown Community Centre

All groups are open and welcome to new members, for further information contact:



This is the Plan Number Two referred to in Contract of Exchange between the County Council of the County of Staff and the Town Council of the Burgh of Dufftown.

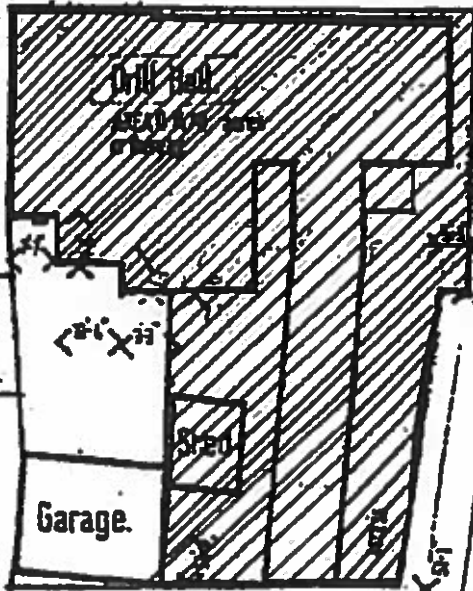


NORTH.

CHURCH STREET

Ground belonging to -
 James Macdonald and
 John Macdonald
 101 Horse, Church Street,
 Dufftown.

Ground belonging to -
 James Macdonald
 101 Horse, Church Street,
 Dufftown.



Ground belonging to -
 James Macdonald

0 10 20 30 40 50 60 70 80 90 100 feet

Scale 1:250.

BA 935

45/12

EXTRACTED by me having commission to that effect from the
 Keeper of the Registers of Scotland.

1887

Appendix 4

Press coverage

<https://www.pressandjournal.co.uk/fp/news/moray/1507676/speyside-campaigners-one-step-closer-to-keeping-community-centre-open/>

<http://www.insidemoray.com/community-involvement-sees-3d-concepts-arrive-in-dufftown/>

References:

Dufftown Community Action Plan:

<http://www.moray.gov.uk/downloads/file102629.pdf>

Dornell Community Action Plan:

<http://www.stardevelopmentgroup.org/wp-content/uploads/2018/07/Dornell-Community-Plan-Booklet-LR.pdf>

Dufftown Community Centre 2018

	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Total
Water charges	£0.00	£0.00	£0.00	£4.00	£0.00	£41.90	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£41.90
Insurance buildings & contents & PL	£313.32	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£313.32
Repairs	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Ground maintenance	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Electricity	£129.00	£129.00	£129.00	£129.00	£129.00	£129.00	£129.00	£129.00	£129.00	£129.00	£129.00	£129.00	£1,548.00
City management's	£0.00	£0.00	£0.00	£0.00	£0.00	£110.57	£0.00	£7.78	£0.00	£0.00	£0.00	£0.00	£118.35
Rt sources	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Income	£444.32	£179.00	£179.00	£179.00	£179.00	£491.47	£129.00	£136.78	£1,947.41	£1,170.00	£1,250.00	£1,270.00	£6,413.54
Money Council	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£1,798.61	£0.00	£0.00	£0.00	£1,798.61
Fees, charges and services - PPS/PPS	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Telephone	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Fundraising costs	£0.00	£0.00	£0.00	£0.00	£0.00	£110.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£110.00
Sub total	£444.32	£179.00	£179.00	£179.00	£179.00	£491.47	£129.00	£136.78	£1,947.41	£1,170.00	£1,250.00	£1,270.00	£6,413.54
Expenses	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£15.00	£0.00	£20.00	£0.00	£45.00	£80.00
Let's Standard	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£15.00	£0.00	£20.00	£0.00	£45.00	£80.00
Let's - Concessionary	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Donations	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Fundraiser	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Let's - user groups	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Profit/loss	£444.32	£179.00	£179.00	£179.00	£179.00	£491.47	£129.00	£121.78	£1,947.41	£1,150.00	£1,250.00	£1,225.00	£6,333.54
Profit/loss	£444.32	£179.00	£179.00	£179.00	£179.00	£491.47	£129.00	£121.78	£1,947.41	£1,150.00	£1,250.00	£1,225.00	£6,333.54
Balance	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

Incurred due to relief not assigned
 PLS paid by DOCC
 £1,548.00 Based on an average of figures provided by Money Council
 Initial resources purchased
 Purchase of table

Recharge from BMC
 PPS/PPS annual cost
 Initial

One off events
 One off for new lighting
 Total income
 Regular user group income

Not a true representation as unknown electric costs will amend the total as envisaged that we will remain in profit.