

# City of Edinburgh Council Application for an Asset Transfer

## Stage 2 – Sustainable Business Case

### Introduction

Following assessment of a Stage 1 Expression of Interest by a Panel, your organisation may be invited to progress your proposals, setting out in further detail the wider community benefits, provision of services and financial aspects of your proposals that could enable the transfer of the land and/or building currently owned by the City of Edinburgh Council.

This form provides for the following:

- Section 1 - Guidance on the Council's Asset Transfer Policy and on submitting a request at Stage 2;
- Section 2 - Sources of free and specialist (with a fee) advice and support in progressing a detailed capability and financial plan;
- Section 3 – Completing the Stage 2 Form. This addresses the wider community benefits, proposed provision of services, the costs involved and how you intend to maintain ownership and revenue provision over many years. (The form can be completed and submitted electronically).

### **Section 1 - Guidance**

You should read the [Scottish Government Guidance for Community Transfer Bodies](#) to ensure that you have included all the information required for this submission to comply as an Asset Transfer request. Specific timescales for submissions apply and you should make yourself familiar with these.

Applicants should also read the Council's Asset Transfer Policy prior to completing an initial request (Stage 1 – Expression of Interest Form) or the more detailed Stage 2 – Sustainable Business Case.

### Question - Why do we need to set out our detailed proposals at Stage 2 for using the asset and how the project is to be funded?

Answer: Your application will be considered by the Council's Finance and Resources Committee. The Committee needs to know that the proposals contain a number of key factors, for example;

- Is there evidence of strong community support for your proposals for use of the asset and any related impacts taken into account?
- Is there a considered analysis of the market for the use of the asset as this lets Committee know that other services/provision has been examined within the local area and across the City?
- Have the financial aspects of acquiring and using the asset been thoroughly examined to ensure that any risk is minimised and that the prospect of returning to the Council for assistance or for requests for funding is minimal?

# City of Edinburgh Council Application for an Asset Transfer

## Stage 2 – Sustainable Business Case

Question – What is a Sustainable Business Case, what should be included and how should this be presented?

Answer: A detailed Business Case is required to cover a period of years, setting out how you intend to use and finance the asset.

The sustainability aspects relate to; (i) how you intend to continue long-term ownership, (ii) arrangements for strong governance and intended operations including financial arrangements for long-term growth, (iii) improving community benefit and (iv) minimising any harmful environmental impacts.

In relation to how your plans should be presented, this is a matter for you to decide, so long as your Stage 2 Business Case provides the level of detail required.

Question - What can be included within a sustainable business plan?

Answer: The following is provided for additional guidance only and is not comprehensive because plans for the use of an asset will be different in each case. You may wish to consider some of these elements within your plan which will help make use of the asset a success.

### **Part A**

Market and operational environment:

- strategic fit between the business objectives of the community body and the proposed use of the asset;
- impact of taking on the asset based upon current and future capacity and capability;
- the skills of the community body that will enable sound management and productive use of the asset;
- the strength of partnership to take on and make the asset a success, in particular clear identification of the community benefits arising from the transfer of the asset;
- current capacity and what partnership arrangements exist to enhance the prospects for medium and long-term success of the use of the asset;
- is there a clear business growth plan and marketing plan in place in order to maximise the use and income generation prospects;
- why the asset is needed and its intended use - aligned to local policy, strategy and community needs;
- define the economic, social and environmental benefits of the use of the asset and the advantages in this regard of the proposal;
- demonstrate engagement with the wider community in order to ascertain usage and success of the proposal;
- management of risk, accounting for unforeseen circumstances and avoiding putting at risk the core organisation/partners;
- information on the strength of commitments by interested parties;
- the most advantageous delivery model and governance structure to manage the asset during/post transfer.

# City of Edinburgh Council Application for an Asset Transfer

## Stage 2 – Sustainable Business Case

### **Part B**

Financial management - Budget and income, provides evidence of:

- revenue costs are known and plans take these into account;
- repairs and other improvements to the asset are taken into account to reflect the business proposition;
- projected income/expenditure plan for at least five years to identify a range of sustainable income streams;
- financial risks to both the asset and applicant organisation;
- projected utilisation and cash flow forecasts;
- market analysis and mitigation of financial risk for partners and the wider community;
- available funds to invest in the asset.

### **Section 2 – Sources of Advice and Support**

In examining the use of an asset for the benefit for the community it may be helpful for you to request specialist help and support. The following organisations\* are independent of the Council and can provide additional support if requested. Dependent upon the nature of the request, some of these will be free and some may apply a fee.

- [Development Trust Association Scotland](#)
- [Edinburgh Business Gateway](#)
- [Edinburgh Third Sector Interface](#)
- [Community Shares Scotland](#)

Also,

- Council and the Community Learning and Development Service

\*Other support agencies are available and this should not be interpreted as an endorsement from the Council.

Sources of further information and reference\* are also available, some of which are as follows:

[SME Business Planning Toolkit](#)  
[Starting a Social Enterprise – Business Planning](#)  
[Business planning – 8 critical success factors](#)

\*Other sources of information and advice are available and should not be interpreted as an endorsement from the Council.

**City of Edinburgh Council**  
**Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

**Section 3 – Completing the Stage 2 Sustainable Business Case Form**

Assessment Scoring

Question: How will Stage 2 submissions be assessed?

Answer: A scoring matrix will be applied in the assessment of proposals and these will consider the proposed use and financial provisions made for the asset.

The following scoring will apply:

<u>Score</u>	<u>Criteria</u>
0 = Poor	Little or no response in regards to the submission with ill defined unrealistic ambitions
1 = Weak	The submission contains only minor detail and is not based on robust information
2 = Moderate	The submission provides a level of detail which enables understanding with acceptable projected benefits
3 = Strong	The submission provides sufficient evidence that the issue has been taken into account with sound, sustainable Best Value characteristics
4 = Very Strong	The applicant has included all the issues in the submission and has provided additional information which enables detailed understanding with strong and sustainable Best Value characteristics with robust related project benefits

Assessing Equality and Rights and Sustainability Impacts

The Council under the Equality Act 2010 and the Climate Change (Scotland) Act 2009 with the related Public Sector Duties is required to assess whether there are any detrimental impacts potentially arising within asset transfer proposals and to identify how these can or should be mitigated. Council officers will assist you in the development of these assessments which are used by the Council in the decision making process. Questions are included within the application form (see part C).

Completing the Stage 2 Form

The key questions in the form below are designed to tell Committee about the governance of your organisation, your detailed plans for the asset, support from the local community and other interested parties, financial plans, current relationship with the Council and other information. Information contained within the application will however be shared with those

# City of Edinburgh Council

## Application for an Asset Transfer

### Stage 2 – Sustainable Business Case

involved within the decision-making process and data protection and commercial confidentiality arrangements will apply on such occasions.

The Stage 2 Form contains sections for (i) information on the key elements of the Business Case, (ii) information on how the asset relates to Council policy outcomes and/or key public strategies in Edinburgh and (iii) any additional information. Please ensure that if you have a separate Business Case that you attach it to your Stage 2 Form as this will avoid the need for any delays in the assessment of your submission.

Please note that:

- Council officers may require a number of follow-up meetings to discuss your proposals. This is with the aim of better understanding your intentions.
- The minimum timelines, whilst set out in the policy, may be extended for particularly complex submissions, for the briefing of community members and other interested parties including local elected members, or where there is a delay in submitting additional information beyond the control of those involved.

### Finalising your submission and accompanying information

Please ensure that you answer all of the questions asked throughout the form. Failure to fully respond may delay your request being considered by the Council.

Please also ensure that:

- a) You attach the required documents as identified at the end of the form,
- b) Three people from your organisation sign off the application. This is to ensure that the Board of Directors/Management Group are aware of and support the submission.

Please return the form to:

Property and Facilities Management  
G4 Waverley Court  
4 East Market Street  
Edinburgh  
EH8 8BG

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

**APPLICATION FOR THE TRANSFER OF AN ASSET  
CURRENTLY OWNED BY THE CITY OF EDINBURGH COUNCIL**

**Request to the Council**

	Is this application being made under Part 5 of the Community Empowerment (Scotland) Act 2015?	NO	YES
1.	<p><b>Are you requesting the transfer of a building that is owned or leased by the City of Edinburgh Council</b></p> <p>YES</p>		
	<p><b>Are you requesting the transfer of a piece of land that is owned or leased by the City of Edinburgh Council</b></p> <p>NO</p>		
2	<p><b>Please identify the building and/or piece of land that is the subject of your request:</b></p> <p>NAME: Asset No. 354</p> <p>ADDRESS: Boroughmuir High School Annex (St. Oswald's), 41 Montpelier Park, Edinburgh</p> <p>POSTCODE: EH10 4NH</p> <p>MAP REFERENCE: (please attach a map indicating the location of the building/land – this is in order that all parties are clear on the nature of the request)</p> <p>Please see Appendix 1: Attached as separate PDF</p>		
2a	<p><b>Please state whether this is an application to purchase or to lease the property or if the request is for other rights to use the property:</b></p> <p>This is an application to purchase</p>		
2b	<p>VALUE</p> <p><b>Have you sought an independent financial assessment of the value for the building/land?</b> If so please identify the source and the estimated value (Note: because your request concerns a public asset, references to the source(s) and</p>		

17/02/2017

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	value(s) may be referenced in reports to council committee(s) in reference to your submission:	
	Source:	Estimated value (£)
	CEC and St. Oswald's jointly commissioned Cushman & Wakefield for a pre-works estimated value. See Appendix 2 for the C&W report.	A pre-works survey of the building by Cushman & Wakefield estimated its value at £465,000 on 19 July 2019.
3	<b>Please detail below the nature of the request to the Council (please complete one section only):</b>	
3a	Total transfer by sale or lease of the building/land identified in Section 2 above: : YES	
3b	Gradual transfer by sale or lease of the building/land identified in Section 2 above: NO	
3c	A transfer of just a part of a larger building or part of a larger area of land: NO	
3d	If the request is for other property rights (ie not a sale or a lease) to make use of a property please specify the nature and extent of the rights sought: N/A	
4	<b>Please indicate below the purchase price, rental or other payment being offered for the asset (please complete one section only)</b>	
4a	Where a purchase is being requested please state the price that you are prepared to pay for the building/land that you have identified in Section 2 above:  <b>£200,000</b> The purchase price offered is lower than the survey value for the following reasons, which are also depicted in the infographic attached as Appendix 3:  1. We take issue with the survey methodology. The survey concedes that "There has been very limited recent transactional evidence" resulting in the surveyor exercising "an increased level of valuer judgement in light of the thin market for comparable properties". In reaching their value, they cite two property transactions where they estimate the value per square foot at £43.80 and £98.03 (£80 GIA), taking a level of £50 per sq ft and applying it to an estimated floor plan of St. Oswald's. As well as relying on a degree of estimation, this process also relied on "an element of quantum adjustment", further reinforcing the point that this is not an exact science. Due to the condition of St. Oswald's, we believe an appropriate yardstick for the valuation is at the bottom of the surveyor's established range. Taking £43.80	

17/02/2017

**City of Edinburgh Council**  
**Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>per sq ft reduces the survey value by £57,660 to £407,340.</p> <ol style="list-style-type: none"> <li>2. Further dilapidation since the survey was conducted needs to be reflected in the price offered. From the recent visit with GLM in February 2020, significant further deterioration of the fabric of the building is in evidence, with signs of more water ingress and rising damp in particular. Given the drawn out nature of this process, it will be at least another eight months before we are able to take possession of the building and carry out remedial works to halt further deterioration of the building. As such, we believe it is appropriate to reduce the price offered by another ten percent, further reducing the survey value by £40,734 to £366,606.</li> <li>3. Social impact assessment suggests a value of £172,000 per annum over the next ten years. This figure is a composite of the £102,000 for the creation of 3 FTEs and 20 sessional positions, £15,000 for additional teaching opportunities, £40,000 for parents returning to work or increasing their working hours, £10,000 for improved social cohesion and reduced isolation, and £5,000 for the extension of social care provision. Deducting the total social impact assessment of £172,000 results in a total value of £194,606.</li> </ol> <p>We have rounded this up to an offered purchase price of £200,000.</p> <p><i>Supporting factors</i></p> <ol style="list-style-type: none"> <li>1. The listed building is a liability to CEC. It is dilapidating and incurring running costs to the CEC to make it secure, wind, and watertight</li> <li>2. The building is of historic significance. The renovation costs required for its rehabilitation and reuse will be substantive, and the more monies that can be allocated and utilised for this purpose instead of for its purchase, the more successful and sympathetic the building will be to its history and importance for the benefit of the community.</li> <li>3. It is an investment of clear, and generationally enduring value. Both St. Oswald's and Bruntsfield Primary School are owned by the CEC. The latter is oversubscribed and lacking in space for children to learn and grow. The proposed transfer enables a win-win outcome such that BPS can take advantage of what is currently a derelict building that can be sensitively restored and repurposed for use by the school and wider community.</li> </ol>
4b	<p>Where a lease is being requested please specify: <b>N/A</b></p> <ol style="list-style-type: none"> <li>(i) The annual rent that you are prepared to pay:</li> <li>(ii) The duration of the lease requested:</li> <li>(iii) Any other special lease terms required:</li> </ol>
4c	<p>Where another form of occupancy (not a sale or lease) is being requested please state the price that you are prepared to offer for such rights to use the property:  <b>N/A</b></p>



**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

5	<p><b>Please summarise below the reasons for making the Asset Transfer request, any special terms and conditions applicable to the request, how you intend to use the Council building/land and any related timescales:</b></p> <p><i>Summary</i></p> <p>In an era of cuts and funding deficits, community ownership allows investment in services and activities for proactive and engaged groups to take responsibility for identifying, prioritizing and addressing the issues they face, and to work hand-in-hand to improve the quality of life of the communities they represent.</p> <p>Under community ownership, St. Oswald's will make a significant improvement to the Bruntsfield community. Perceptions of its gentrification belie a number of key and longstanding challenges, such as the lack of</p> <ol style="list-style-type: none"><li>1. Adequate spaces for pre- and after-school childcare for an increasing school roll</li><li>2. Genuine public (vs commercial) space</li><li>3. Places of intergenerational community gathering</li><li>4. Sport and play for children and young people</li><li>5. Community spaces for learning and socialisation</li></ol> <p>Furthermore, 2018 Ward Profile data for Morningside Ward indicates 10% child poverty and 77% of households in tenement properties, showing a need for outside/accessible spaces for health and wellbeing purposes. 14% of the population are over 65. SIMD data for the immediate area around St. Oswald's shows housing in the low 1-4 deciles (in contrast to the overall SIMD 10) providing more evidence of overcrowding in the area.</p> <p>In addition, we will offer the space to Bruntsfield Primary School for general purpose use. A recent quote from HIME Inspection Report Bruntsfield Primary School 10th March 2020 supports this position:</p> <p style="padding-left: 40px;"><i>Space is at a premium across the school with a few learning environments offering limited opportunity for creativity. Senior leaders and staff should review the use of available areas and rooms to ensure their use is maximised to support children in their learning. This includes providing breakout spaces or quiet rooms for groups of children including those with additional support needs. Increased use of the school grounds as a learning environment would increase the available space as well as provide further opportunities for creativity and exploration.</i></p> <p><i>Intended use</i></p> <p>Bruntsfield St. Oswald's will operate the building as a new community hub for local primary school children, young people, families, the elderly and carers. Together with our partners, the Eric Liddell Centre, and the Bruntsfield Parent Forum we will offer affordable, hourly, community space for a variety of groups, providing workshops and classes addressing health, well-being, education, and social</p>
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**City of Edinburgh Council**  
**Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>isolation for diverse and multigenerational groups. Specific examples include:</p> <ol style="list-style-type: none"><li>1. Wraparound childcare</li><li>2. Space for clubs and activities for all members of the community</li><li>3. Potential general-purpose space for local primary school children</li><li>4. Easing transition, providing continuity of activity for school children</li><li>5. Additional capacity for ELC to provide services to the elderly, particularly those suffering from dementia, disabilities, loneliness, and issues around mental health and well-being.</li><li>6. Festival lets, whilst being sensitive to local residents</li></ol> <p><i>Timescales</i></p> <ol style="list-style-type: none"><li>1. Finance and Resources Committee Meeting - Aug 2020</li><li>2. Anticipated possession Spring 2021</li><li>3. Operational Stage Spring 2022</li></ol> <p><i>Special terms and conditions applicable to the request</i></p> <p>None</p>
6	<b>Date of Submission to the Council:</b> 30 April 2020

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

**PART A – About your organisation**

<b>A1.1</b>	<b>Organisation Name, Location and geographic areas of current operation:</b>		
	Bruntsfield St. Oswald's, Bruntsfield Primary School catchment and surroundings		
<b>A1.2</b>	<b>Organisation postal address:</b>		
	c/o Eric Liddell Centre, 15 Morningside Road, Edinburgh, EH10 4DP		
<b>A1.3</b>	<b>Organisation Contact details for this request:</b>		
	<b>Name</b>	David Urch, Chair	
	<b>E-mail</b>	<del>XXXXXXXXXXXX@gmail.com</del>	<b>Tel. Number</b>
<b>A1.4</b>	<b>Organisational Governance</b> – State the type of organisation you are, for example a registered charity or a registered company. If your agency is not a registered charity or company, please state if you have a <b>Constitution / Statement of Aims / Memorandum and Articles</b> (relevant documents must be supplied on request)		
	Company limited by guarantee, with articles of association. Please see Appendix 4.		
<b>A1.5</b>	<b>OSCR Registration</b> Number (if your organisation is a charity registered in the UK and/or Scotland):		
<b>A1.6</b>	<b>Companies House Registration Number</b> if applicable		
	Applied for – submission number 066-370357		

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

**PART B – Your proposal for use of the asset**

In summary, please answer the following questions relating to your proposal (please ensure that you attach your full Business Plans as this will provide further detail)

NOTE: the term ‘the asset or asset’ means the Council-owned asset which is the focus of your submission

	Assessment of the operational and market environment
B1	<p><b>Please summarise below any history that your organisation has for; (i) delivering good quality services, (ii) meeting the needs of your community and (iii) enabling sustainable growth of your organisation?</b></p> <p><i>Delivering good quality services</i> Several members of Bruntsfield St. Oswald's either currently or previously led the Bruntsfield Parent Council (BPC), whose core objective is to promote the education and well-being of the pupils at Bruntsfield Primary School (BPS). They further represented all the parents and carers at BPS, communicating and liaising heavily with the school, and more widely in the local community. BPC operate around 25 after school clubs for pupils to participate in, and run a number of events to raise funds for good causes, such as building capacity for ICT, bringing yoga to all pupils, buying smart boards for classrooms etc. BPC is a voluntary organisation with an annual turnover of around £125,000.</p> <p>Furthermore, Bruntsfield St. Oswald's partnership with the Eric Liddell Centre is represented by the presence of its Chief Executive Officer, John MacMillan, on the board. ELC is a long-established presence in the heart of the community, enhancing its health and well-being, and providing a variety of services to improve its quality of life. These include day care services and lunch breaks programmes for dementia sufferers, befriending services for carers across the city, footcare services, and volunteering opportunities for young people and people with additional support needs.</p> <p>Members of St. Oswald's have, therefore, a record of delivering strong, sustainable, innovative, consultative, and community-focused activities and programmes in their past and present capacities. Their educational backgrounds, professional contexts, and/or life experiences are further outlined below:</p> <p><b>Chair, David Urch</b> is a UK equity investment manager with 24 years' experience of managing segregated pension funds, retail funds and family office accounts at leading firms such as Mercury Asset Management and Fidelity International. He founded and led an investment boutique in 2009, adding all the attendant requirements for setting up and managing the business to his direct investment expertise. In a voluntary capacity, he recently completed two three-year terms as a Trustee of the Corra Foundation (formerly the Lloyds TSB Foundation for Scotland). In addition to serving on the main Board, he sat on the Finance &amp; Investment</p>

# City of Edinburgh Council

## Application for an Asset Transfer

### Stage 2 – Sustainable Business Case

Committee, helping to set, propose and monitor budgets, and overseeing the management of c. £25m of investment assets. He was also a member of the Options Appraisal Committee responsible for crafting the strategy of the Foundation for presentation to the Board for approval. He continues to serve as a co-opted member of the Finance & Investment Committee. He was also heavily involved in the Parent Council at Bruntsfield Primary School, culminating in two one-year terms as Chair, which he stepped down from in September 2019.

**Treasurer, Euan Haggerty** is the Group Finance Director of the Cruden Group, one of Scotland's largest development and construction groups. He is a Chartered Accountant and Corporate Treasurer with significant experience of financial control in a corporate environment. He has a background in operational financial management within the property industry and financial services as well as significant corporate finance experience. He is also a Trustee of Who Cares? Scotland, a registered charity working with care experienced young people and care leavers across Scotland, and awarded UK Charity of the Year 2018 at the Charity Awards UK for Campaigning & Advocacy.

**Karen Galloway** is an experienced communication executive working with over 20 years' experience in commercial and trade organisations specifically in the international food sector. She has an MBA in collaborative marketing from Edinburgh University. Karen is a Trustee of the Seafood School at Billingsgate, a charity focused on food education in London. She is currently the Chair of the Parent Council at Bruntsfield Primary School, having previously served as Communications Officer (2017-18) and Vice-Chair (2018-19). Bruntsfield Primary School Parent Council is acknowledged as a leader in communication with over 90% of parents agreeing their activities are "good" or "very good" in the latest Education Scotland Inspection (January 2020). Karen is Freeman of the City of London and a Liverman of the Workshipful Company of Fishmongers.

**Katy Hayne** moved from postdoctoral chemistry research to the education sector and has been a secondary school chemistry teacher for 20 years. This involves exam and coursework marking for the SQA and also work with the Education Division of the Royal Society of Chemistry. Katy has been involved in BPC for several years and has helped organise and run numerous fundraising events.

**John Macmillan** is Chief Executive Officer of the Eric Liddell Centre. John has a detailed experience of community development, working with individuals, groups and communities, along with an in-depth knowledge of funding streams, service, staff and project management. He has also recently been appointed to the non-executive role of Trustee with the Scottish Commission for Learning Disability and is passionate about making a difference to the lives and circumstances of individuals, groups and communities. John has previous experience as an Associate Inspector of Education with HMIE, is presently a member of the Chartered Management Institute and the Institute of Fundraising. He is a former musician and qualified ski instructor, basketball and football coach. John's remit at the ELC is to lead the Charity, promote its presence at the heart of the local

# City of Edinburgh Council

## Application for an Asset Transfer

### Stage 2 – Sustainable Business Case

community, maintain and expand the portfolio of services on offer and to support the Board in delivering the Eric Liddell Centre vision and strategic priorities.

**Fayaz S Alibhai** pursued a BSc in Psychology (Honors) and a BA in Religion (Honors) at the University of Florida, followed by an MSc in Social Anthropology at University College London. He has a PhD in Islamic and Middle Eastern Studies from the University of Edinburgh. A Research Associate at The Institute of Ismaili Studies, he co-ordinates the Ismaili Heritage Project, which aims to document and conserve the built and other heritage of a global community of Shia Muslims.

#### *Meeting the needs of the community*

Since its inception, first as a working group of the BPS, and then as a separate entity, members of St. Oswald's have collectively volunteered thousands of hours of time, knowledge expertise and experience in thinking, discussing, meeting, and consulting with a variety of stakeholders and potential partners to determine the needs of the community it serves. They remain wholly committed to the project and its long-term viability to meet and deliver the variety of services and activities for local primary school children, young people, families, the elderly, carers, and volunteers so needed for this community.

Members of St. Oswald's have so far achieved the following:

1. Secured funds of over £20,000 from the Scottish Land Fund and the Bruntsfield Primary School Parent Council
2. Undertaken three community consultations
3. Gained agreement from CEC to explore CAT
4. Researched and developed initial outline plans
5. Engaged consultants to determine the value and evaluate the required works to renovate St. Oswald's as well as to conduct market analysis and feasibility studies on the proposed operational uses
6. Established contact with COSS
7. Developed a robust business plan and 3-year projection with positive cash balance by the end of year one of operations
8. Researched decision to operate as a company limited by guarantee, with articles of association

We are currently:

9. Developing the operational plan, governance plan, staffing plan, procurement plan, financial control systems, operational manual, and a suite of policies and procedures
10. Working with local charities, social enterprises, SMEs and community groups to determine areas of mutual benefit and knowledge exchange
11. Working with key CEC members to rejuvenate a listed building and its adaptive reuse

#### *Enabling sustainable growth of the organisation*

The experience of the Board and the caliber of staff envisaged will ensure the project's sustainability and impact. The community consultations, business plan,

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>and financial projections illustrate its long-term viability. Based on prior operational experience, the board will establish strong governance protocols and mechanisms.</p> <p>Additionally, its status as a company limited by guarantee, with comprehensive Articles of Association, will ensure regular scrutiny of the Board and membership and the ability for people to join/leave to maintain a focused and committed management team, allowing for challenge and development, whilst promoting continuity and smooth succession planning.</p>
B2	<p><b>Is there a strong business-fit between the core objectives of your organisation and the proposed use of the asset?</b></p>
	<p>Yes.</p> <p>Bruntsfield St. Oswald's has been specifically constituted to bring this asset back into public use for the proposed use detailed in section 5 above. Extensive due diligence has been undertaken to ensure there is a strong business fit between our objectives and the use of the asset and the sustainable operation of our organisation.</p>
B3	<p><b>How will your organisation's current operational capacity and financial turnover be affected by taking forward your proposals for the asset?</b></p>
	<p><i>Operational capacity</i> Our operational capacity is predicated on being able to operate from the St. Oswald's building. Our membership, reflecting the local community, will also grow, and enable the development of the board's capacity to include additional expertise and skill sets.</p> <p>We will create 23 positions made up of 1 full time manager, 2 full time assistant managers and 20 sessional play workers.</p> <p>In addition, we propose to share a facilities management role with the Eric Liddell Centre with a net increase in 0.5 FTE.</p> <p><i>Financial turnover</i> We have been formed specifically for this project to acquire, renovate and operate the St. Oswald's building as a community facility. This is forecast to generate in the region of £600,000 a year of income (not for profit) on an annual basis once fully operational.</p>
B4	<p><b>Please evidence below, the strength of leadership and skills of the Board and staff of your organisation to maximise the prospects of the asset? If the skills are not currently in place, please describe how you intend to address this.</b></p>
	<p>As detailed in section B1, members of the Board come from a variety of educational backgrounds, professional contexts, and voluntary experiences, ranging from finance and fund management, to communications, consultancy and governance, as well as teaching to research.</p>

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>We have experience of raising and managing significant funds and capital projects, under strong governance. ELC brings extensive experience of purchasing, managing and maintaining a historic church building.</p> <p>There are currently 6 board members (Chair, Treasurer and 4 others; please see section B1 for details), who meet regularly to review progress and plan for the next stages and are collectively responsible for governance and strategic planning.</p> <p>Our Articles of Association allow for a Membership structure to elect Directors as well as for the board to co-opt Directors if particular skills are needed.</p>
B5	<p><b>Please detail how you intend to evidence long-term community benefit arising as a result of the proposed asset transfer?</b></p> <p>As part of a continuous cycle of learning and development, Bruntsfield St. Oswald's will regularly survey its users and consult its partners and stakeholders to determine and improve its ongoing benefits to the community it serves.</p> <p>This will include:</p> <ol style="list-style-type: none"> <li>1. Regular questionnaires following events and classes.</li> <li>2. Regular gathering of member's views through meetings</li> <li>3. Suggestion boxes for anyone wishing to feedback anonymously</li> <li>4. "You said/We did" notice board (shows listening, action, encourages feedback.)</li> <li>5. a building users group</li> </ol> <p>The data, processes, and findings (e.g. number of beneficiaries across children, young people, and the elderly, as well as staff employed) will be included in our annual report, as well as on our website.</p>
B6	N/A
	N/A
B7	<p><b>Please summarise below the partners involved in your proposal, describing the current and future strength of partnership work in the context of the submission and if so, is this influencing the operational arrangements for the asset?</b></p> <p>Our partners share our ethos of collaboration, community engagement, and participation. Our current strength of partnership with BPS and ELC is expected to continue and grow in future.</p> <p>As detailed in section B1, ELC have an established track record of delivering and managing community services, the stewardship of a historic building, and the raising of funds to respond to the needs identified by the local community. ELC is represented on our board by its CEO, John MacMillan. The Chair of BPS is represented on our board by Karen Galloway. David Urch is a former Chair of the BPS. Together, these partners represent the activities of two local organisations who have an established record, as well as the requisite passion and commitment</p>



**City of Edinburgh Council**  
**Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>to making a difference to the lives of individuals, groups, and families in the local community.</p> <p>New partners are being identified with a view to maximise economies of scale across staffing, management, etc.</p> <p>The opportunity to expand provision for children and young people, while developing exciting intergenerational practice and also increasing the capacity of service provision locally, provides a unique basis to regenerate a presently dormant and empty community asset.</p>
B8	<p><b>Please describe the governance arrangements which will oversee the operations of the asset.</b> If this is to be separate to arrangements for your organisation, please provide further description and include diagrams if necessary. Please also describe how accountability for the asset will be provided for.</p>
	<p><i>Governance Arrangements</i>          Bruntsfield St. Oswald's is a Company limited by guarantee and intends to apply for charitable status between successful Stage 2 and the purchase of the building. Please see Appendix 4.</p> <p>The Company is structured as follows:  <b>Members</b> - comprising</p> <ul style="list-style-type: none"> <li>a) Ordinary Members (who have the right to attend the AGM and any EGM and have important powers under these Articles and the Act, who elect natural persons to serve as Directors and take decisions in relation to any changes to these Articles), and:</li> <li>b) Associate Members and the Junior Members; and</li> </ul> <p><b>Directors</b> – comprising</p> <ul style="list-style-type: none"> <li>a) Elected Directors and</li> <li>b) Appointed and Co-Opted Directors</li> </ul> <p>who hold regular meetings between each AGM, set the strategy and policy of the Company, generally control and supervise the activities of the Company and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Company.</p> <p><i>Accountability</i>          The board is responsible for the governance and functioning of St. Oswald's. It is accountable primarily to its members and additionally to a variety of stakeholders, in the community, including beneficiaries, funders, and partners.</p> <p>The board will be held accountable to the members at four General Meetings per annum, in addition to an AGM to ensure the organisation remains led by the community of members. Reports from other funders will be submitted as required.</p>

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

B9	<p><b>Please evidence how you know that your proposals for the use of the asset are supported by and meet the needs of the wider community and City. You should describe the level and nature of support for the request from the community.</b></p>				
	<p>We have consulted with the local community on three separate occasions (noted below) and have discussed it at all 2019 Parent Council meetings.</p> <ol style="list-style-type: none"> <li>1. We held an informal meeting at the Eric Liddell Centre in February 2019. This was well attended, with high engagement levels. It was clear that there was a latent desire to see the building utilised for the benefit of the community rather than be converted into residential or commercial use. See Appendix 5. From this meeting we collected close to 100 email addresses and established social media to further communicate.</li> <li>2. We engaged with the local school children in April 2019 by providing them with postcards and asked them to draw their ideas for the building. We circulated over 1000 postcards and received almost 500 responses. The engagement from the children and teachers was really strong, with ideas for additional space for the school, for extra-curricular activities, and to provide somewhere for older children to socialise.</li> <li>3. As part of our options appraisal process we held open days in May 2019 with both the local community and the school population. These were supplemented by an online survey with over 80 responses. The responses to this further refined the view that commercial, retail and residential uses were unpalatable to the community. Instead, the desire to focus on community and family use were paramount.</li> </ol> <p>The consultations clearly saw the building as a way to improve the quality of life for parents and children in the area. The provision of additional space for the school, extra-curricular activities, and childcare, were priorities for the majority of residents. Some concerns were expressed around vehicular access and disturbance from late night activities but these were few and limited to those directly adjacent to the building.</p> <p>St. Oswald's was also identified as being able to provide access to activities in the winter months when access to outdoor space was limited and many people saw the benefits of intergenerational projects where we could bring young and old together for the benefit of both groups.</p> <p>In all of these activities and provisions, St. Oswald's will directly fulfil the following CEC Commitments:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">CEC Commitment</th> <th style="text-align: left;">Bruntsfield St. Oswald's contribution to achieving this</th> </tr> </thead> <tbody> <tr> <td>[2.] Create the conditions for <b>businesses to thrive</b>. Invest in supporting businesses, social</td> <td>Bruntsfield St. Oswald's will establish a new business focused on delivering high quality wrap around school care and allow existing local businesses (yoga, art,</td> </tr> </tbody> </table>	CEC Commitment	Bruntsfield St. Oswald's contribution to achieving this	[2.] Create the conditions for <b>businesses to thrive</b> . Invest in supporting businesses, social	Bruntsfield St. Oswald's will establish a new business focused on delivering high quality wrap around school care and allow existing local businesses (yoga, art,
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17/02/2017

## City of Edinburgh Council Application for an Asset Transfer

### Stage 2 – Sustainable Business Case

	enterprise, training in hi-tech, creative and other key sectors including co-operatives. Help link business with young people to ensure the workforce of the future is guaranteed work, training or education on leaving school	language and sports) access to cost-effective space rental.
	[3.] Work with the business community to grow the number of <b>Living Wage employers</b> year on year	Bruntsfield St. Oswald's will be a Living Wage employer
	[5.] Deliver the City Region Deal. Make sure the benefits of investment are felt <b>throughout the city and create space for new business to start and grow</b>	Bruntsfield St. Oswald's will benefit the south east locality; allow the germination of new businesses and the continuation of existing businesses through access to cost-effective space rental.
	[10.] Ensure that Council policies on planning, licensing and sale of Council land give substantial <b>weight to the needs of residents</b> while still encouraging business and tourism	Bruntsfield St. Oswald's is a positive response to the needs of the local Bruntsfield community who have a strong desire for a community resource over a commercial or residential development.
	[29.] Improve and protect access to additional languages and <b>music tuition</b> and encourage more children and young people to gain vital skills in construction, engineering, <b>digital technology</b> , maths and science	The space created in Bruntsfield St. Oswald's will provide capacity for individual and group music tuition and is hoped will create a digital garage suite for young people to develop their skills.
	[32.] Double free early learning and <b>child care provision</b> , providing 1140 hours a year for all 3 and 4 year olds and vulnerable 2 year olds by 2020	Provision of childcare is at the heart of the business plan for Bruntsfield St. Oswald's and will provide additional resource for early years through linkages with Bruntsfield Community Nursery.
	[33.] Make <b>early years' provision more flexible to fit families' needs</b> and provide additional resources to families in difficulty so that no children are educationally disadvantaged when they start formal schooling	The childcare provision developed at Bruntsfield St. Oswald's will be based on a fully flexible model to allow increased provision responsive to the needs of families.
	[35.] Improve access to library services and community centres making them more digital, and <b>delivering them in partnership with local communities</b>	Bruntsfield St. Oswald's will provide the local community with access to an additional community hub and digital learning suite.
	[39.] Put exercise at the heart of our health strategy by <b>increasing access</b>	The space created in Bruntsfield St. Oswald's will increase local access to sports and leisure activities

17/02/2017

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p><b>to sport and leisure facilities</b></p>	<p>especially for young people and the elderly.</p>
	<p>[44.] Increase allotment provision and support and expand the network and the number of <b>community gardens and food growing initiatives</b></p>	<p>Although outdoor space at Bruntsfield St. Oswald's is limited, there is a desire to utilise the space in order to provide information and tuition in sustainable food growing.</p>
	<p>[46.] Continue to support the city's major festivals which generate jobs and boost local businesses and increase the funding for local festivals and events. <b>Support the creation of further work spaces for artists and craftspeople</b></p>	<p>Bruntsfield St. Oswald's will provide additional space particularly rehearsal space for creative groups and artists.</p>
<p><b>B10</b></p>	<p><b>Where applicable, please detail how your proposals for use of the asset will enhance the existing use of the building/land</b></p>	
	<p>St. Oswald's is a listed building of historical and architectural importance. It has been vacant since February 2018 and is becoming increasingly dilapidated.</p> <p>As noted in the House of Commons Report, "The Role of Historic Buildings in Urban Regeneration", the regeneration of Historic Buildings can:</p> <ol style="list-style-type: none"> <li>1. Act as a catalyst to the regeneration of a neighbourhood</li> <li>2. Boost the local economy and create jobs</li> <li>3. Reinforce local cultures, install a greater sense of pride and confidence in a neighbourhood</li> <li>4. Achieve better use of natural resources</li> </ol> <p>(Details at <a href="https://publications.parliament.uk/pa/cm200304/cmselect/cmmodpm/47/47.pdf">https://publications.parliament.uk/pa/cm200304/cmselect/cmmodpm/47/47.pdf</a>)</p> <p>Our proposal will halt and reverse the dilapidation, and enable its adaptive reuse. When open it will significantly improve access to wraparound childcare services in the area, space for clubs and activities, general purpose space for local primary school children, and provide additional space for the ELC's day care services for the elderly and their carers, and programmes for dementia sufferers, as well as volunteering opportunities for young people and those with additional support needs. It will also provide Festival lets in the form of rehearsal space, with due sensitivity for local residents.</p> <p>Enhancing the existing use of the building will positively contribute to the following outcomes:</p> <p><b>Health &amp; wellbeing:</b> good for both ends of the age spectrum; clubs build resilience, promote activity, self-worth etc; engaging with aged, dementia sufferers and their carers, promotes better mental health and shifts the balance of care within the</p>	

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>community.</p> <p><b>Children &amp; young people:</b> clubs open to all, and we subsidise those needing financial support; improved outcomes; opportunity to support early years; and chance to promote positive destinations and attainment.</p> <p><b>Safer communities &amp; improved physical and social fabric:</b> project would improve community cohesion, participation and infrastructure (mitigate risk of vandalism and anti-social behaviour); proximity would offer safer outcomes for pupils moving between school and clubs. An enhancement of the provision of community venues of which there are few in the area.</p> <p>In terms of job creation, St. Oswald's will create a significant number of new positions and be a living wage employer.</p> <p>With regard to employability, St. Oswald's will help to enhance/develop learning, training, and peer support opportunities.</p>
B11	<p><b>Please outline how your proposals take account of the influence of local and city market forces and (i) if so are there plans in place to ensure that your proposals for the use of the asset are competitive in order to sustain the asset, (ii) if not please explain why.</b></p>
	<p>Our proposals ensure a sustainable future for St. Oswald's based on:</p> <p><b>Renovation of an out-of-use building</b></p> <ol style="list-style-type: none"> <li>1. The building has been out of use since February 2018 and is degrading and in need of urgent remedial work otherwise it is likely to present significant financial liability to the Council.</li> <li>2. We have invested significant funds in preparing a plan to renovate the building and bring it back in to effective use for the community.</li> <li>3. An initial plan was not considered viable on the basis of cost and as such the committee obtained additional funds in order to complete a further exercise, led by GLM, to provide a plan that was pragmatic, deliverable and economically viable, and that the committee is confident will be fundable</li> <li>4. GLM's report is included as an appendix and we firmly believe that this shows that the plan for the building is realistic, competitive and sustainable. Please see Appendix 6.</li> </ol> <p><b>Operational Capability</b></p> <ol style="list-style-type: none"> <li>1. The business plan is underpinned by childcare operations providing before and after school care in order to provide a service that allows parents of school age children to actively participate in the City's economy as part of Edinburgh's varied and diverse workforce.</li> <li>2. Through BPS Parent Council we have significant experience in running after school clubs (annually turning over more than £100,000) and understand the wraparound childcare market through our partnership with Kidzcare. More</li> </ol>

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>importantly, we are directly aware of the strain on this service. Local providers Kidzcare, Skool is Out, and Kidscene have all closed their waiting lists for new families (although not for siblings of those currently attending) and these waiting lists are known to be of the order c. 75 for each.</p> <ol style="list-style-type: none"> <li>3. Current economic conditions are likely to put a strain on existing private operators and increasing the requirement for a not-for-profit entity.</li> <li>4. We have market-tested the wraparound care in a specific survey to prove that there is demand and that our pricing is acceptable. 78% of the survey of 119 parents were accepting of a daily fee of between £12.50 and £15.00. In addition, 58% of these respondents rated “price” as the least important factor in their childcare choice, with “location” and “flexibility” being the most important.</li> <li>5. We have used historic five-year data from ELC to model the event space pricing and tested this against prices and occupation rates of other similar event spaces in the local area (mainly other church halls). Anyone looking to book a child’s party will understand the resource constraints in the local area.</li> </ol> <p>We will conduct regular surveys and feedback to ensure we remain competitive, sustainable, and relevant in the eyes of the community in which we serve.</p>
B12	<p><b>If suitable, is there marketing and development plan in place for the asset for the next five years?</b> If so, please provide further details in relation to your approach</p>
	<p><i>Development</i></p> <p>Significant work has been carried out on assessing the work required in bringing the building back in to use for a value adding community benefit. The committee has looked at this from a number of angles including aspirational development without limit of funding and a more pragmatic economic approach driven by likely funding availability. Professional advice has been sought on an architectural and engineering basis and whilst the amount of money that could be spent on such a potentially iconic building is significant, the committee recognises its responsibility to acquire and refurbish the building in an economically, and therefore publicly, responsible manner.</p> <p>A such, work is ongoing and an initial budget of £0.46m (exclusive of VAT) has been set as a realistic target, backed up by GLM’s report referred to in B11, which sets out the development of the building and the works required to bring it back in to operational use for the benefit of the community.</p> <p>The works have been split into 3 categories:</p> <p><b>Immediate 0-1 Years:</b> estimate of the cost to bring the building into working order based on the proposed alterations - £463,000</p> <p><b>Medium term 2-5 Years:</b> non-immediate/essential works that will enhance the</p>

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>building as a proposed community facility - £496,000</p> <p><b>Longer term 5-10 Years:</b> longer term estimate the works that will ultimately be required - £263,000.</p> <p><i>Marketing</i> As per B9 above, extensive local consultation has taken place on the potential usage, and parental engagement has been particularly strong. Once the building is operational, a marketing programme to offer childcare services to parents will be created. This will result in working with local nursery and pre-school provision to ensure that parents of pre-school children are aware of the services offered.</p> <p>The use of the building to other activity providers (Scouts, Guides, yoga classes, etc.) will take place in conjunction with the Eric Liddell Centre who currently offer space for these activities and operate at almost full capacity. The presence of local activity groups in the community and strong social media engagement will raise the profile of St. Oswald's as an enabling and accessible space for a wide range of family friendly activities. Working with the Eric Liddell Centre who have experience in reaching isolated and elderly groups, we will undertake a joint marketing programme to ensure that St. Oswald's operates at the heart of the community and is as front of mind to carers and vulnerable elderly as it is to families.</p> <p>We will work on an evolutionary principle ensuring that we learn from other activity spaces in the City including Duncan Place and other community asset transfer properties to ensure that we apply best practice.</p>
B13	<p><b>Please detail evidence of support from the appropriate <u>Neighbourhood Partnership</u>, Councillors, other community leaders and other relevant interests?</b></p>
	<p>During this process we have maintained open and constructive dialogue with BPS and our local elected representatives. Please see various Statements of Support from them in Appendix 7.</p>
B14	<p><b>Are there any objections to your proposals for the asset that you are aware of? If yes please detail these and how your organizations is dealing with these, if no then please detail how you would handle any concerns should these develop in the future.</b></p>
	<p><i>Objections</i> No.</p> <p><i>Handling Future Concerns</i> Interested parties, community members, neighbours and partners will always be welcome and able to provide feedback and concerns through a variety of means, including our website, currently in development. Should any concerns develop in the future, we will personally listen, seek to understand, and engage openly and honestly with a view to addressing them quickly and effectively, and work out</p>

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>creative win-win solutions. In this regard, our plan has been formed with particular sensitivity to potential concerns around noise and traffic pollution.</p> <p>There will be also be appropriate organisational policies and procedures in place to enable this dialogue and reach agreement on best steps forward.</p>
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	Financial Management
B15	<p><b>In relation to your plans for the asset, is the proposed income dependent upon; (i) a single income source, (ii) a dominant income source or (iii) multiple, but inter-dependent sources of income?</b> Please detail below.</p> <p>Our business plan has a number of sources of income and potential for additional income streams.</p> <p>The dominant source of income is through providing wraparound childcare services as detailed in the attached business plan. It should, however, be noted that there are substantial costs associated with running such an operation and as such the net contribution of this activity to the overall running costs of the building is similar to that generated from other activities.</p> <p>The business plan also includes a similar net contribution to the building’s running costs from the hiring of events space – community groups, children’s parties, dance classes, etc.</p> <p>There are other potential sources of income that have not yet been included in the business plan modelling. These would be an upside to the financial position currently presented. These include Festival lets (on an appropriate basis, sensitive to immediate neighbours) and income from the provision of additional general purpose space to the school during school hours.</p> <p>With respect to Festival lets, St. Oswald’s would be an excellent facility to provide rehearsal space as opposed to another public-facing venue. In terms of the provision of general purpose space to the school, we believe this would be particularly welcome in light of the inspection findings noted above (Section 5), but also due to the increased physical distancing which is likely to be required in response to COVID-19 for an extended period.</p>
B16	<p><b>In relation to your plans for the asset, are the sources of income sustainable, i.e.; likely to persist over the next few years, or are short-term, or will there be a need for subsidy from another source for example the parent organisation or public funds?</b></p> <p>The business plan presented shows the building as being financially sustainable once operational, with the potential to expand the sources and level of income generated. Any additional income could be used to accelerate the second phase of</p>



**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>refurbishment works proposed by GLM (as per the Appendix 6).</p> <p>The business plan shows a surplus of £36,000 at the end of year two of operations.</p>
B17	<p><b>In relation to your plans for the asset, please evidence any trading and other efforts to generate income.</b> Please include any anticipation of bidding for public sector grants/contracts or other funding?</p>
	<p>Please see the Business Plan which sets out in detail our anticipated income generation.</p>
B18	<p><b>Please describe below the financial relationship between your organisation and your plans for use of the asset.</b> Please include details about implications that there may be for your organization and the asset and how you will manage any risks identified.</p>
	<p>Our organisation has been set up specifically to harness this opportunity and, as such, our financial relationship is inextricably linked to our plans for using the asset.</p>
B19	<p><b>Has your organisation ever been investigated on the basis of poor financial management or failure to demonstrate good organisational governance?</b></p>
	<p>No.</p>
B20	<p><b>Does your organisation currently have operational capital, if yes is this being applied as part of the request, if no, will the proposed asset provide for a financial asset or liability?</b></p>
	<p>We are a new organisation and our operational capacity is predicated on being able to operate from the St. Oswald's building. Our organisation gains experience from ELC and BPS Parent Council in operating childcare through after school clubs and events space for commercial and community activities at the ELC.</p> <p>We have secured funding of over £20,000 so far (as previously mentioned) to complete feasibility studies and create a business plan.</p> <p>Transfer/acquisition of the St. Oswald's building will provide the financial asset required in order for our organisation to thrive and meet its community purpose and objectives</p>
B21	<p><b>Is the request for asset transfer being made in order to add to an existing property asset portfolio for the purposes of continued trading?</b></p>
	<p>No.</p>
B22	<p><b>Please indicate with an example where the financial aspects of your proposal have been successfully applied elsewhere?</b></p>
	<p>As a Parent Council, many of our committee have significant experience of overseeing childcare provision within the school through our tender agreement with Kidzcare. Although this has been on a commercial basis, our proposed not-for-profit operation shares many of the same fundamental operational characteristics.</p>

17/02/2017

**City of Edinburgh Council**  
**Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>We also have significant experience of running a multitude of extracurricular clubs, offering many hundred individual child sessions per week and overseeing a revenue base of &gt; £100,000 pa.</p> <p>Our partner, the ELC has forty years of experience running events and community outreach services. They also have extensive expertise in managing and operating a historic church building, similar to St. Oswald's.</p> <p>All these attributes have been drawn on to inform both the revenue and cost dynamics of our financial plan and overall proposal.</p>
B23	<p><b>Please identify if; (i) your proposals for impacts upon the finances of your organisation and (ii) plans for mitigation if negative issues arise concerning cash-flow, liquidity or financial capacity issues that may impact upon the request?</b></p>
	<p><i>Financial impact</i>  Our proposals are inextricably linked to our financials, as detailed in the Business Plan.</p> <p><i>Mitigation Plans</i>  Mitigation plans and processes will monitor and track identified risks, identify new risks and evaluate the effectiveness of the risk management process. Should cash flow, liquidity or financial capacity issues arise the staff and trustees would discuss plans with funders and specialists with the aim of improving the situation as quickly as possible. Plans would be actioned to alleviate the issue in a realistic and timely manner.</p>
B24	<p><b>How do you intend to continue to operate should any income related to the proposed building/land not be generated as planned? Have you plans for alternative forms of income and/or alternative business model should income streams not continue?</b></p>
	<p>The Business Plan is thoroughly researched and stress tested, and so we think it is highly unlikely that we will not be able to operate sustainably, even if certain aspects of the plan do not flow exactly as anticipated.</p> <p>In particular, significant due diligence has been conducted, by way of a number of surveys, to establish the level of demand for wraparound childcare and, crucially, the willingness of respondents to pay particular price points for this service.</p> <p>Event hire rates and occupancy assumptions have also been heavily stress-tested, particularly against a real five-year history of experience at ELC.</p> <p>Furthermore, the financial model does not capture revenue opportunity from Festival lets or other feasible activities, such as the provision of general purpose space to CEC for local pupils, which we expect to offer upside to our base case, and which could offer mitigation in the event that any of the forecast revenue streams fell short.</p>

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	<p>With regard to the costs of service provision and running the building, we have also given this considerable thought. Costs of service have been benchmarked against other commercial operators whilst the running costs of the building have been benchmarked against ELC and sense-checked by a consultancy with material experience of working with similar operations in large historic buildings.</p> <p>Finally, the plan allows for an annual contribution to a sinking fund which could be diverted from long-term renovation projects to meet short term cash flow requirements in the event of an operational hiatus.</p>
B25	<p><b>What are your plans for the proposed asset should your organisation incur operational difficulties or cease to trade?</b></p> <p>In the unlikely event that we suffer operational difficulties which are so severe that we are no longer able to trade as a viable sustainable entity, the following statutory and legal procedures would come into effect:</p> <ol style="list-style-type: none"> <li>1. The Community Empowerment Act, Part 5, Section 80</li> <li>2. Companies Act</li> <li>3. Article 75 of our Articles.</li> </ol>
B26	<p><b>How have you factored in the impact of the total ‘on-costs’ for the asset for your organisation, i.e. repair, maintenance, insurance, energy requirements?</b></p> <p>Considerable due diligence has been conducted on these points. Please refer to the attached report by GLM (Appendix 6) and the detailed financial model in the Business Plan.</p>
B27	<p><b>Please summarise below how you have factored in the following in regards to your proposals for use of the asset; market awareness, sales and other income generation opportunities.</b></p> <p>We have consulted widely with the potential target markets for our services including parents of children in the local primary schools and early years centres. We have been actively approached by parents asking when this service will become operational due to the severe constraints on existing services. All existing wraparound services have extensive waiting lists and we are confident, therefore, that the service will generate sales from early in its operation.</p> <p>Local tutors offering adult and child classes have also contacted us directly and asked specifically when they will be able to utilise the building space.</p> <p>The fact that we are being pursued for use of the space gives us confidence in the awareness and sales cycle being strong within the local community.</p> <p>We have yet to actively pursue the Festival lets and other rental opportunities.</p>

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

**PART C - Sustainability Impacts**

C1	<p><b>In considering your proposals it is important that the impacts of proposals for use of the asset on the City’s economy, community-wellbeing and environment are identified.</b></p> <p>Please detail below the impacts upon the following:</p>
C2	<p><b>Please detail below what you think are the benefits to the Edinburgh economy, please outline both positive and negative benefits that you think may occur:</b></p> <p><i>Benefits</i></p> <ol style="list-style-type: none"> <li>1. Parents being able to return to work as a result of increased availability of wraparound childcare</li> <li>2. Job creation</li> <li>3. Reducing social isolation and improving social cohesion</li> <li>4. Improving educational experience and life chances for children</li> <li>5. Festival lets, whilst being sensitive to local residents</li> </ol> <p><i>Drawbacks</i></p> <p>We do not believe there are any drawbacks to the Edinburgh economy</p>
C3	<p><b>Please detail below what you think are the benefits to the community outlining both positive and negative benefits that you think may occur: for example; what the impacts on the local community will be:</b></p> <p><i>Benefits</i></p> <ol style="list-style-type: none"> <li>1. Increased space for clubs and activities</li> <li>2. Increased general purpose space for local primary school children</li> <li>3. Additional capacity for ELC to provide services to the elderly, particularly those suffering from dementia, disabilities, loneliness, and issues around mental health and well-being.</li> </ol> <p><i>Drawbacks</i></p> <p>We do not believe there are any drawbacks to the community or its wellbeing</p>
C4	<p><b>Please detail below what you think are the benefits to the City environment – please outline both positive and negative benefits that you think may occur:</b></p> <p><i>Benefits</i></p> <ol style="list-style-type: none"> <li>1. Restoration, rehabilitation and adaptive reuse of currently dilapidated building</li> <li>2. Potential to use the building as a test case for best in class environmental study, involving Heriot Watt University</li> </ol> <p><i>Drawbacks</i></p> <p>We do not believe there are any drawbacks to the city’s environment as a result of the restoration, rehabilitation and adaptive reuse of this historic asset.</p>

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

**PART D – Summary Budget Information**

D1	<b>If appropriate, please summarise the budget arrangements for the requested building/land:</b>		
		Income	Expenditure
	Acquisition of the building and associated costs		£205,000
	Proposed funding from the SLF	£205,000	
	Refurbishment costs (inc VAT) - Phase 1		£555,000
	Development funding [TBC]	£555,000	
	Operational activities (net contribution) - annual		
	Childcare activities	£46,000	
	Event hire	£46,000	
	Contribution to building costs and sinking fund – annual		£75,000

**PART E - Other Issues relating to your request**

Current financial and other support from the City of Edinburgh Council

E1	Please identify below any investment that your organisation currently receives from the Council:		
		£sum	Purpose
	We are a new organisation and as yet have not received any direct funding from the Council	NIL	N/A
E2	Please identify below any investment that your organisation has attracted from the Council in regards to the proposed transfer of the building/land identified in item 2 above:		
		£sum	Purpose
	We are a new organisation and as yet have not received any direct funding from the Council	NIL	N/A
E3	Please identify below any investment in kind that your organisation currently receives from the Council in regards to the proposed transfer of the building/land identified in		

17/02/2017

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	item 2 above:		
		£sum or equivalent value	Purpose
	We are a new organisation and as yet have not received any direct funding from the Council	NIL	N/A
E4	If receiving investment or other financial support as above, is it anticipated that this will continue for the future and be of benefit in regards to your proposals for the building/land?		
	There are other potential sources of income that have not yet been included in the business plan modelling. These would be an upside to the financial position currently presented. These include Festival lets (on an appropriate basis) and income from providing additional general purpose space to the school during school hours. In relation to Festival lets, St. Oswald's would be an excellent facility to provide rehearsal space as opposed to another public-facing venue.		

**Added Social Value**

E4	Please summarise below any additional social added value that your proposals may generate (for example; this may include volunteering, new services, improved trading or other initiatives)	<i>Please identify any equivalent social added value (£m)</i>	

**Submission Checklist**



	Please check that you have included the following as part of the accompanying information to your stage 2 submission:		
		Yes	No
	Full Business Plan (including financial plans) for the use of the Council-owned building or land	Y (to follow)	
	Most recent Full Year Accounts for your organisation		N/A
	Articles of Association/ Constitution/Governance Document for your organisation	Y	
	Supporting material from community members or other interests	Y	
	Have you read the Council Policy on Asset Transfers?	Y	

**City of Edinburgh Council  
Application for an Asset Transfer**

**Stage 2 – Sustainable Business Case**

	Have you read the Guidance for completing the application?	Y	
	Have you read the Scottish Government Guidance for Community Transfer Bodies?	Y	
	Are you able to prepare public briefing material on your proposal and present at committee	Y	

Signing Off

	Please get the following to sign-off your application*:	
		Signature
	Chairperson of your organisation	
	NAME: David Urch	
	DATE: 30 April 2020	
	Senior Director/Committee Member	
	NAME/POSITION: Euan Haggerty/Treasurer	
	DATE: 30 April 2020	
	Name of person submitting the application:	
	NAME/POSITION: Katy Hayne/Secretary	
	DATE: 30 April 2020	

\* Signatories in signing the above assess that the information contained within the application form is accurate at the time of submission. In addition, should their request be successful, conditions of transfer will be the subject of separate legal agreement(s) with the Council.

## **Bruntsfield St. Oswald's**

### **List of Appendices**

Appendix 1: Map of the area and identification of St. Oswald's building

Appendix 2: Cushman and Wakefield Valuation July 2019

Appendix 3: Infographic showing valuation vs offer price

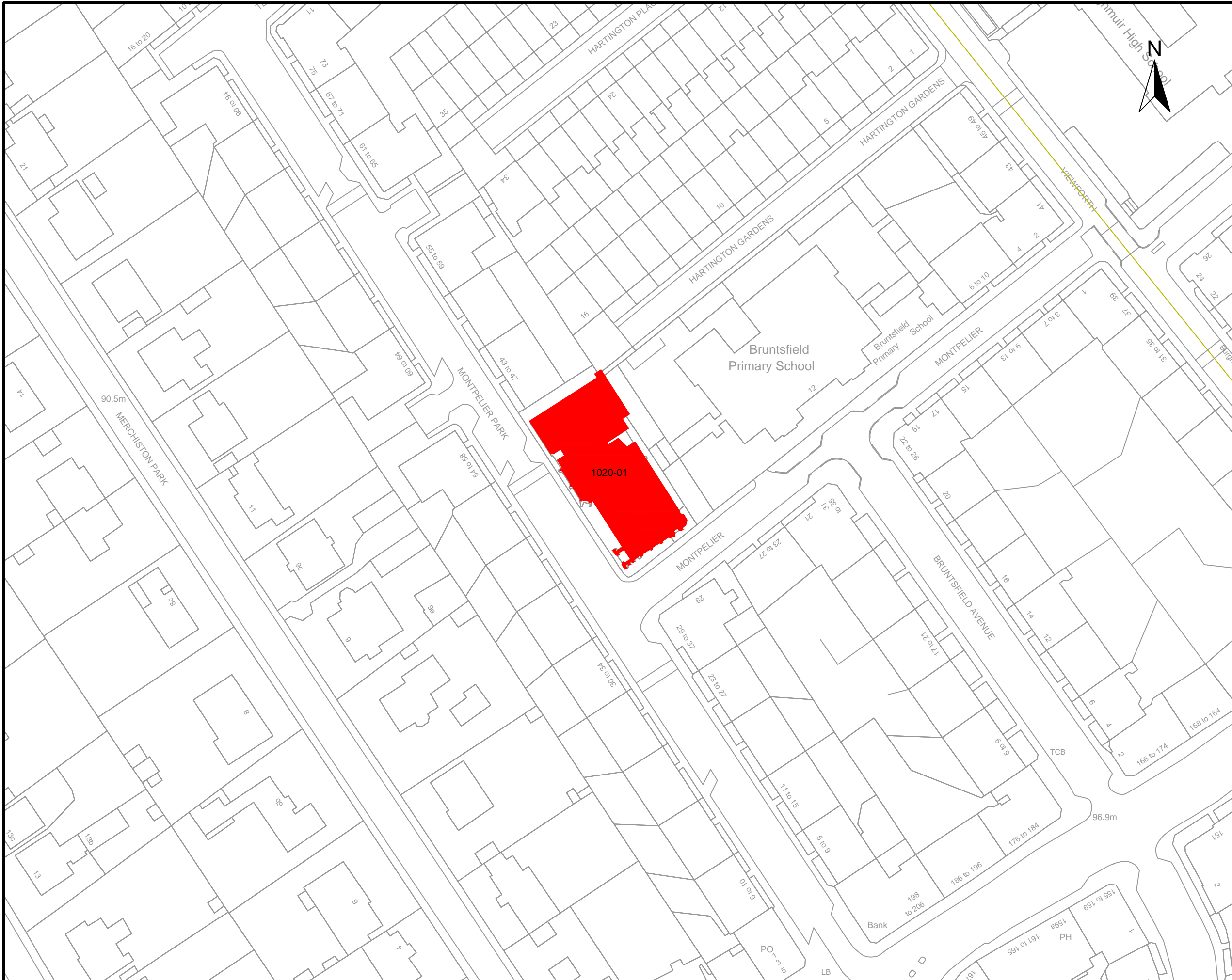
Appendix 4: Articles of Association


Appendix 5: Feedback from consultation event

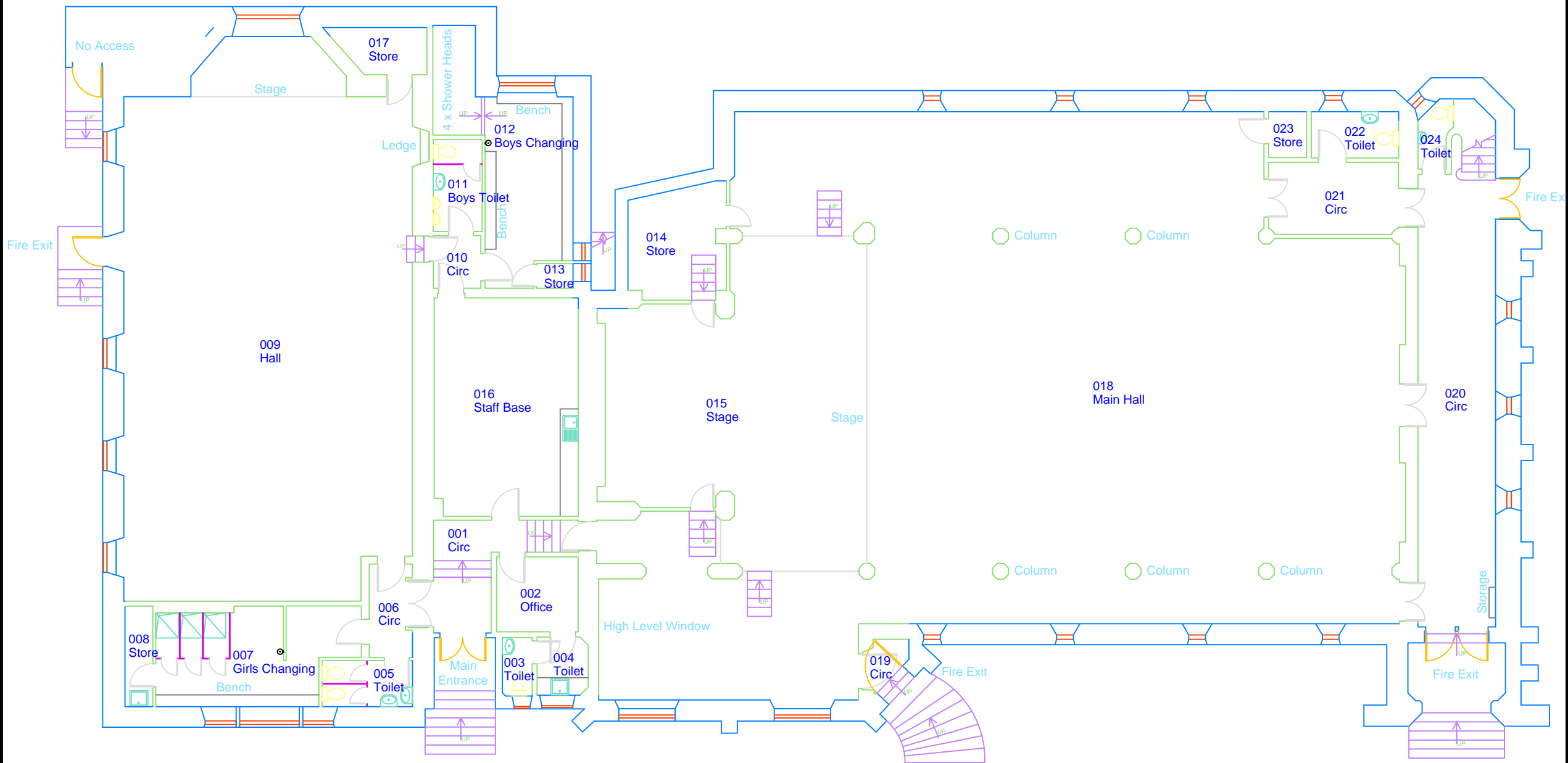
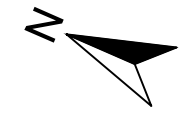
Appendix 6: GLM Report March 2020

Appendix 7: Statements of Support





Rev.		Description		Date
 THE CITY OF EDINBURGH COUNCIL <b>CITY DEVELOPMENT</b> Corporate Property & Contingency Planning Asset Management Business Centre G5 Waverley Court 4 East Market Street Edinburgh EH8 8BG Telephone: 0131-529 5251				
Property				
Boroughmuir HS Annexe 41 Montpelier Park Edinburgh EH10 4NH				
Project				
Drawing Number				
Property No.	Block No.	Level		
1020	SITE			
Sheet		Date		
01/05		16.01.12		
Scale	Paper Size	Drawn by		
1:1000	A3	JLMB		



Ground Floor

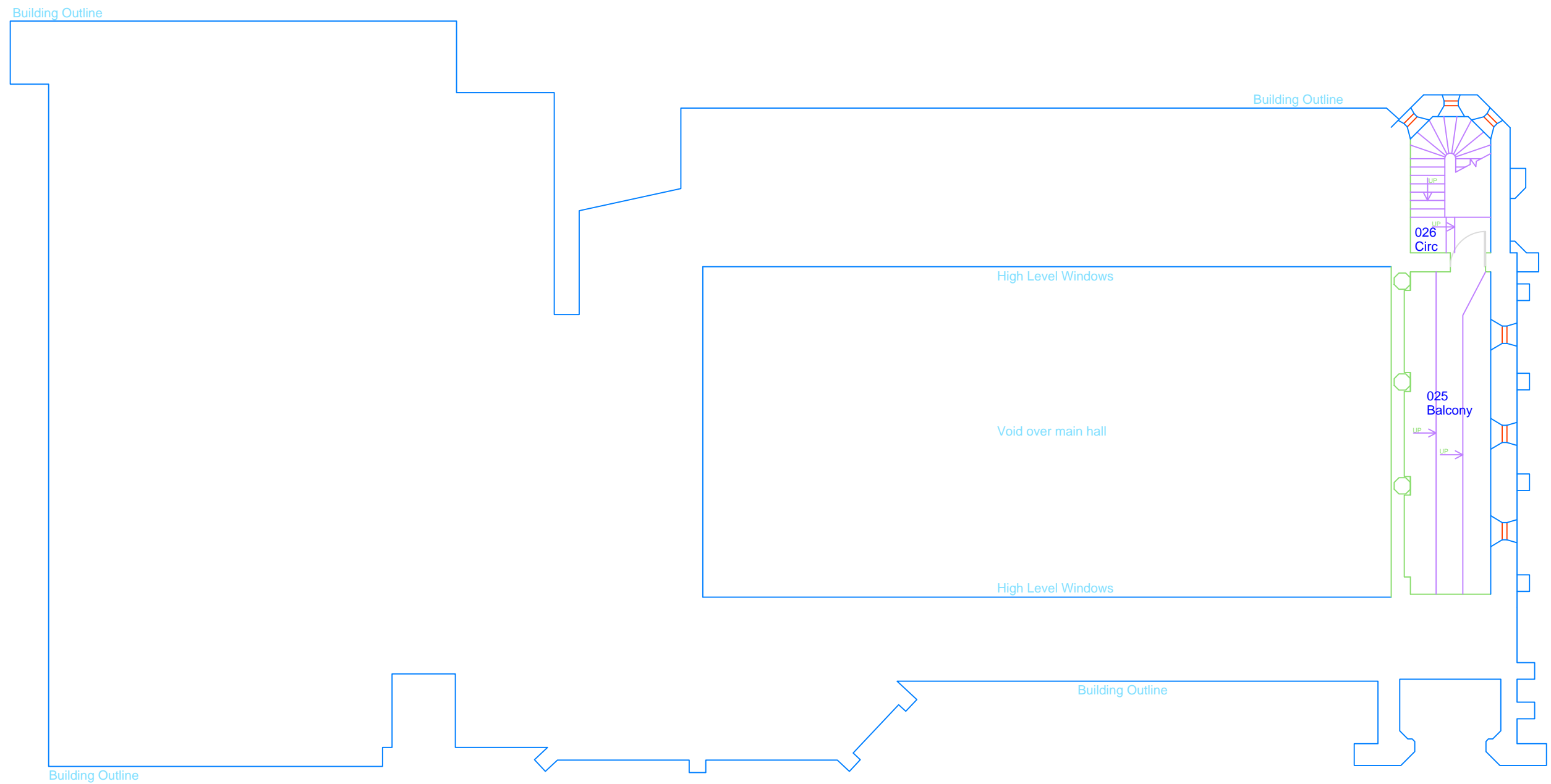
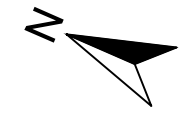
Rev.	Description	Date

**EDINBURGH**  
 THE CITY OF EDINBURGH COUNCIL  
 CITY DEVELOPMENT  
 Corporate Property & Contingency Planning  
 Asset Management  
 Business Centre G5  
 Waverley Court  
 4 East Market Street  
 Edinburgh EH8 8BG  
 Telephone: 0131-529 5251

Property  
 Boroughmuir HS Annexe  
 41 Montpelier Park  
 Edinburgh  
 EH10 4NH

Project

Drawing Number		
Property No.	Block No.	Level
1020	01	G0
Sheet		Date
02/05		16.01.12
Scale	Paper Size	Drawn by
1:150	A3	JLMB



First Floor

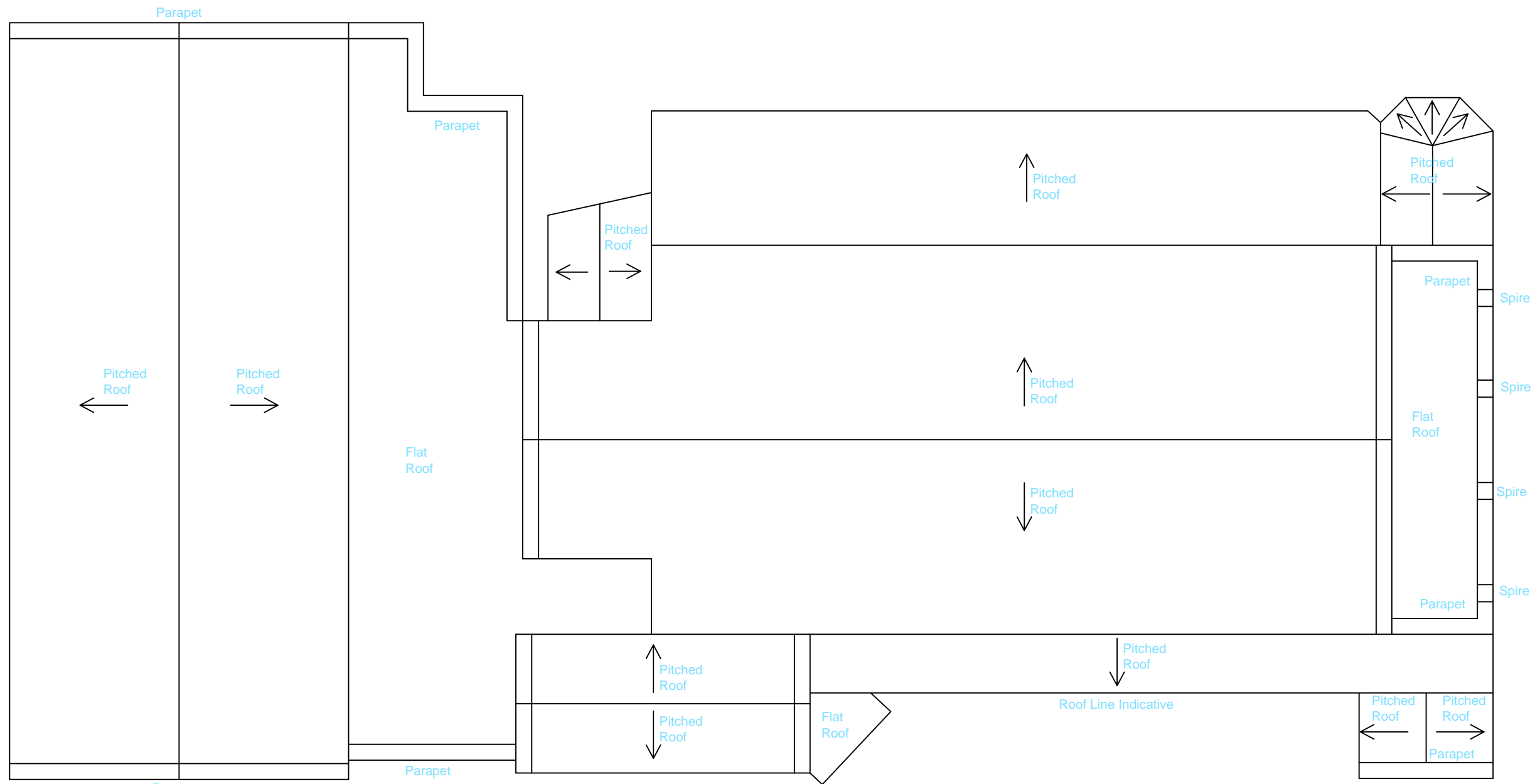
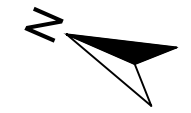
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Property No.	Block No.	Level
1020	01	01
Sheet		Date
03/05		16.01.12
Scale	Paper Size	Drawn by
1:150	A3	JLMB



Roof Plan

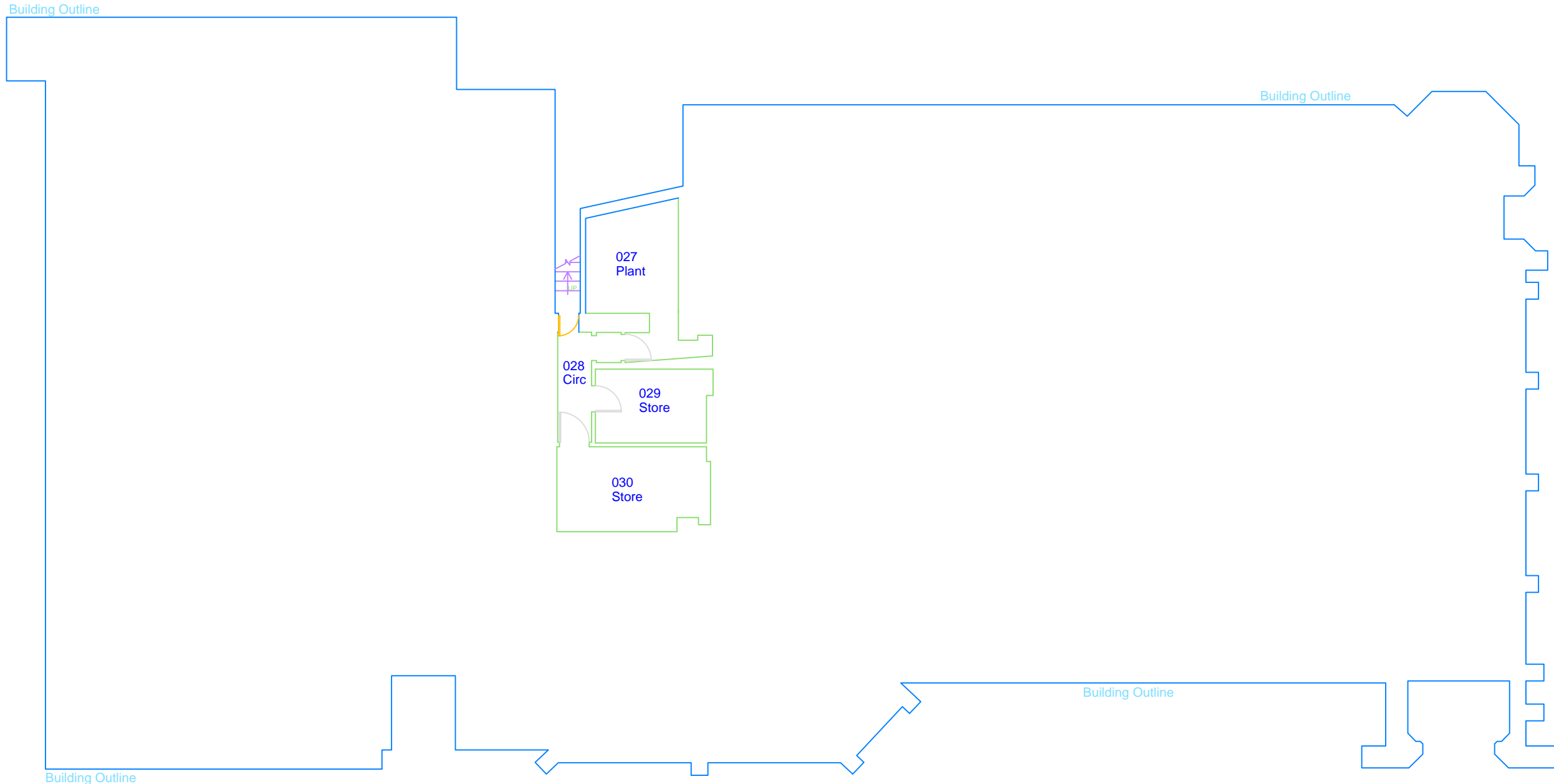
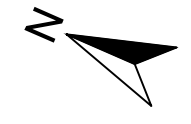
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Project

Drawing Number		
Property No.	Block No.	Level
1020	01	Roof
Sheet		Date
04/05		16.01.12
Scale	Paper Size	Drawn by
1:150	A3	JLMB



Rev.	Description	Date

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Drawing Number		
Property No.	Block No.	Level
1020	01	B1
Sheet		Date
05/05		16.01.12
Scale	Paper Size	Drawn by
1:150	A3	JLMB

# Survey Value

**£465,000**



**Survey methodology**  
**(£57,660)**



**Dilapidation**

**(£40,734)**



**Building £366,606**

**3 FTES**  
**20 Sessional**  
**£102,000**



**Addition tutor income from adult/child classes**  
**£15,000**



**Parents returning to work**  
**£40,000**



**Improved social cohesion and reduced isolation**

**£10,000**



**Extension of social care provision**

**£5,000**



**Voluntary opportunities**  
**Improved social skills**  
**Reduced anti-social behaviour**

**£0**



**Social Value £172,000**

**Purchase Value £194,000**

**Offer £200,000**

*Company limited by guarantee  
and not having a share capital*

MEMORANDUM of ASSOCIATION OF

**Bruntsfield St. Oswald's**

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

<i>Name of each subscriber</i>	<i>Signature of each subscriber</i>

Dated:

THE COMPANIES ACT 2006

*Company limited by guarantee  
and not having a share capital*

**ARTICLES of ASSOCIATION**

**of**

**Bruntsfield St. Oswald's**



THE COMPANIES ACT 2006

Company limited by guarantee and not having a share capital

**ARTICLES of ASSOCIATION**  
of  
**Bruntsfield St. Oswald's**

	<b>NAME</b>
1	The name of the company is "Bruntsfield St. Oswald's" (" <b>the Company</b> ").
	<b>REGISTERED OFFICE</b>
2	The Registered Office of the Company is situated in Scotland. c/o Eric Liddell Centre, 15 Morningside Road, Edinburgh,
3	In these Articles of Association, the following definitions apply throughout: <p>"<b>Act</b>" means the Companies Act 2006 and every statutory modification and re-enactment thereof for the time being in force.</p> <p>"<b>AGM</b>" means an Annual General Meeting.</p> <p>"<b>Article(s)</b>" means any Article or these Articles of Association.</p> <p>"<b>Board</b>" means the Board of Directors.</p> <p>"<b>Charity</b>" means a body entered in the Scottish Charity Register as defined under section 106 of Charities and Trustee Investment (Scotland) Act 2005.</p> <p>"<b>Charitable purpose</b>" means a charitable purpose under section 7 of the Charities and Trustee Investment (Scotland) Act 2005 which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.</p> <p>"<b>Clear days</b>" means a period excluding the day when notice is given and the day of the meeting.</p> <p>"<b>Community</b>" means the Community area described in Article 4.</p> <p>"<b>Company</b>" means the company to which these Articles relate to.</p> <p>"<b>Director(s)</b>" means the director(s) for the time being of the Company.</p> <p>"<b>GM</b>" means a General Meeting.</p> <p>"<b>Individual</b>" means a human/person.</p> <p>"<b>Land Reform Act</b>" means the Land Reform (Scotland) Act 2003 and every statutory modification or re-enactment thereof for the time being in force.</p> <p>"<b>Members</b>" mean those individuals or organisations who have joined the company.</p> <p>"<b>Organisation</b>" means any incorporated or unincorporated association, society, federation, partnership, corporate body, agency, undertaking, local authority, union, co-operative, trust or other organisation (not being an individual person).</p> <p>"<b>Property</b>" means any property, assets or rights, heritable or moveable, wherever situated in the world.</p> <p>"<b>Subscribers</b>" means those persons who have subscribed the Memorandum of Association.</p> <p>"<b>Them &amp; Their or They</b>" means individual or organisation.</p> <p>"<b>The 2005 Act</b>" means the Charities and Trustee Investment (Scotland) Act 2005 and every statutory modification or re-enactment thereof for the time being in force.</p>
3.1	Words importing the singular number only shall include the plural number, and <i>vice versa</i> ; and words importing the masculine gender only shall include the feminine gender.
3.2	These Articles supersede any model Articles and any regulations pertaining thereto. Subject as aforesaid, any words or expressions defined in the Companies Act shall, if not inconsistent with the subject or context, bear the same meanings in the Articles.

3.3	The two Schedules to these Articles are deemed to form an integral part of these Articles.
	<b>DEFINITION OF COMMUNITY AND PURPOSES</b>
4	The Company has been formed to benefit the Community of Bruntsfield as defined by Bruntsfield Primary School Catchment Area as of 20 Feb 2020 – see Appendix 1. (“ <b>the Community</b> ”), with the Purposes listed in the sub-articles hereto (“ <b>the Purposes</b> ”), to be exercised following the principles of sustainable development (where sustainable development means development which meets the needs of the present without compromising the ability of future generations to meet their own needs), namely:
	<b>PURPOSES</b>
4.1	The company’s main purpose is consistent with furthering the achievement of sustainable development. The company’s purposes are:
4.2	advancement of citizenship or Community development, including rural or urban regeneration.
4.3	to provide or advance the accessibility of recreational, facilities, and/or organising recreational activities, which will be available to members of the Community and public at large with the object of improving the conditions of life of the Community.
4.4	The advancement of education
	<b>POWERS</b>
5	The Company shall have powers, but only in furtherance of its Purposes, as expressed in <b>Schedule 1</b> annexed to these Articles.
	<b>GENERAL STRUCTURE OF THE COMPANY</b>
6	The structure of the Company comprises:
6.1	<b>Members</b> - comprising <ul style="list-style-type: none"> <li>a) Ordinary Members (who have the right to attend the AGM and any EGM and have important powers under these Articles and the Act, who elect natural persons to serve as Directors and take decisions in relation to any changes to these Articles), and:</li> <li>b) Associate Members and the Junior Members; and</li> </ul>
6.2	<b>Directors</b> – comprising <ul style="list-style-type: none"> <li>a) Elected Directors and</li> <li>b) Appointed and Co-Opted Directors</li> </ul> <p>who hold regular meetings between each AGM, set the strategy and policy of the Company, generally control and supervise the activities of the Company and, in particular, are responsible for monitoring its financial position and, where there are no employees or managers appointed, are responsible also for the day-to-day management of the Company.</p>
	<b>MEMBERSHIP</b>
7	The members of the Company shall consist of the Subscribers (being those Ordinary Members who sign the original Memorandum of Association) and such other members as are admitted to membership in terms of these Articles.
8	Membership of the Company is open to:

8.1	<p><b>Ordinary Members:</b> those individuals aged 16 and over who:</p> <ul style="list-style-type: none"> <li>(a) are resident in the Community; and</li> <li>(b) are entitled to vote at a local government election in a polling district that includes the Community or part of it; and</li> <li>(c) who support the Purposes;</li> </ul>
8.2	<p><b>Associate Members:</b> those individuals and organisations who:</p> <ul style="list-style-type: none"> <li>(a) are not ordinarily resident in the Community</li> <li>(b) are not entitled to vote at a local government election in a polling district that includes the Community or part of it and</li> <li>(c) support the Purposes.</li> </ul> <p>Associate Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.</p>
8.3	<p><b>Junior Members:</b> those individuals who:</p> <ul style="list-style-type: none"> <li>a) are aged between 12 and 15 and</li> <li>b) who support the Purposes.</li> </ul> <p>Junior Members are neither eligible to stand for election to the Board nor to vote at any General Meeting.</p>
8.4	<p>Declaring that, if a Member ceases to comply with any of these criteria at Article <b>8.1, 8.2 and 8.3</b> they will be obliged to inform the Company and will thereafter be reclassified in terms of either Article <b>8.1, 8.2 or 8.3</b> and that if the Company becomes aware of this itself it will so reclassify the member and notify them accordingly.</p>
<b>CONDITIONS OF MEMBERSHIP</b>	
9	The following conditions apply to membership:
9.1	the Company shall have not fewer than <b>20</b> members at any time; and
9.2	at least three quarters of the members of the Company are members of the Community; and
9.3	in the event that the number of members falls below <b>20</b> or that at least three quarters of the members of the Company do not consist of members of the Community, the Board may not conduct any business other than to ensure the admission of sufficient Ordinary Members to achieve the minimum number and/or maintain the majority.
10	Any individual or organisation who wishes to become a member shall in such written form as the Board prescribe submit a written application for membership (in the case of an organisation the application must be signed by an appropriate officer of that body).
10.1	The Board shall promptly consider applications for membership, from time to time, determining if the terms of <b>Article 8</b> apply and into which category of membership each applicant shall belong, and immediately thereafter shall approve any valid application provided the applicant is not excluded by virtue of <b>Article 9</b> or has previously been a member of the Company and continues to be excluded from membership by virtue of <b>Article 15</b>
11	The Board shall maintain a Register of Members, setting out the name and postal address of each member, the relative category of membership and the date of the member's appointment and cessation.
<b>MEMBERSHIP SUBSCRIPTIONS</b>	
12	The Ordinary Members may (if applicable) at any or each AGM fix the annual subscriptions (and, if relevant, different rates thereof for different categories).
13	Members shall be required to pay the appropriate annual membership subscription, where fixed. Only those members who have paid their current subscription, where fixed, are entitled to take part in and vote at any General Meeting.

14	Any individual or organisation which, ceases to be a member (for whatever reason) shall not be entitled to any refund of membership subscription.
	<b>CESSATION OF MEMBERSHIP</b>
15	A member shall cease to be a member if:
15.1	they send written notice of resignation to the Company; or
15.2	being an individual, they become insolvent or apparently insolvent or makes any arrangement with his or her creditors; or
15.3	being an organisation, it goes into receivership, goes into liquidation, dissolves or otherwise ceases to exist (the right of membership not being transmissible assignment); or
15.4	the annual subscription due remains outstanding for more than six calendar months (and provided that the member in question has been given at least one written reminder) and if the Board chooses to expel that member from membership; or
15.5	a resolution that a member be expelled is passed by a majority of at least 75% of the members present (including proxy) and voting at a General Meeting, of which not less than 21 days' previous notice specifying the intention to propose such resolution and the grounds on which it is proposed shall have been sent to all Directors, all members and the Company Secretary and also to the member whose removal is in question, such member being entitled to be heard at that meeting; or
15.6	being an individual, he or she dies (the right of membership not being transmissible assignment).
	<b>GENERAL MEETINGS (Meetings of Members)</b>
16	The Board shall convene an AGM in each year, at such time as it may determine, although the first AGM need not be held in the first year provided that it be held within 18 months after the date of incorporation of the Company. Thereafter, not more than 15 months shall elapse between one AGM and the holding of the next.
17	The business of each AGM shall include: <ul style="list-style-type: none"> <li>a) the report by the Chair on the activities of the Company</li> <li>b) the election of Directors;</li> <li>c) fixing of annual subscriptions;</li> <li>d) consideration of the accounts of the Company;</li> <li>e) the report of the auditor (if applicable); and</li> <li>f) the appointment of the auditor (if applicable).</li> </ul>
	<b>THE PROVISIONS WITH REGARD TO GENERAL MEETINGS</b>
18.	All General Meetings, other than AGMs, shall be called General Meetings (GM);
18.1	the Board may convene an GM whenever it thinks fit; and
18.2	the Board must convene an GM within 28 days of a valid requisition. To be valid, such requisition must be signed by not less than 10% of the Ordinary Members, must clearly state the purposes of the meeting and must be delivered to the Registered Office. The requisition may consist of several documents in like form each signed by one or more signees to the requisition.
19	Subject to the terms of Articles <b>70, 71 and 72</b> , the provisions regarding notice of a General Meeting are as follows:
19.1	14 Clear days' notice at the least shall be given of every General Meeting to each member, Director, the Company Secretary and the auditor;
19.2	the notice shall specify the place, the day and the hour of the General Meeting, the general nature of any business and the full text of any Special Resolutions proposed in terms of <b>Article 25</b> ;

19.3	the accidental omission to give notice of a General Meeting to, or the non-receipt of such notice by, any member entitled to receive notice thereof shall not invalidate any resolution passed at or proceedings of any General Meeting.
	<b>CHAIR OF GENERAL MEETINGS</b>
20	The Chair of the Company, whom failing the Vice-Chair of the Company (if any), shall act as chair of each General Meeting. If neither the Chair nor the Vice-Chair is present or willing to act as chair of the meeting within 15 minutes after the time at which the General Meeting in question was due to commence, the Directors present shall elect from among themselves one of the Elected Directors who will act as chair of that meeting.
	<b>QUORUM AT GENERAL MEETINGS</b>
21	The quorum for a General Meeting shall be the greater of (a) 10 Ordinary Members or (b) 10% of the Ordinary Members, in either event being present in person or by proxy. No business shall be dealt with at any General Meeting unless a quorum is present.
22	If a quorum is not present within 15 minutes after the time at which the General Meeting was due to commence - or if, during a General Meeting, a quorum ceases to be present - the General Meeting shall stand adjourned to such time, date and place as may be fixed by the chair of the meeting.
22.1	The board may make any arrangements in advance of any general meetings to allow members to fully participate in such general 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 general meeting.
	<b>VOTING AT GENERAL MEETINGS</b>
23	The chair 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	The provisions regarding voting are as follows:
24.1	<ul style="list-style-type: none"> <li>a) each Ordinary Member shall have one vote, to be exercised in person or by proxy, by a show of hands</li> <li>b) Unless a secret ballot is demanded by the chair of the meeting, or by at least four Ordinary Members present at the meeting and entitled to vote, this may be demanded only before any show of hands takes place and shall be taken immediately at the same meeting.</li> <li>c) This shall be conducted in such a manner as the chair of the meeting may direct and the result of which shall be declared at the same meeting at which the ballot was demanded.</li> <li>d) In that event, the chair of the meeting shall appoint and instruct tellers, who may cast their own personal votes ( if Ordinary Members);</li> </ul>
24.2	Associate and Junior Members shall have no vote;
24.3	whilst actual attendance by Ordinary Members is to be encouraged at General Meetings, any Ordinary Member shall be entitled to complete one form of proxy to appoint a proxy to attend a General Meeting on his or her behalf, in respect of which the following apply:
24.3.1	a proxy need not be a member;
24.3.2	a proxy appointed to attend and vote at any meeting instead of an Ordinary Member shall have the same right as the Ordinary Member who appointed him or her to speak at the meeting and to vote thereat; and

24.3.3	(a) shall lodge with the company, at the company's registered office, a written instrument of proxy (in such form as the directors require), signed by him/her; or (b) shall send by electronic means to the company, at such electronic address as may have been notified to the members by the company for that purpose, an instrument of proxy (in such form as the directors require); providing (in either case), the instrument of proxy is received by the company at the relevant address not less than 48 hours before the time for holding the meeting (or, as the case may be, adjourned meeting).
24.3.4	the form appointing the Proxy shall be in terms of <b>Schedule 2</b> annexed to these Articles;
24.3.5	no form of proxy shall be valid more than 12 months from the date it was granted; and
24.4	in the event of an equal number of votes for and against any resolution, the chair of the meeting shall have a casting vote as well as a deliberative vote.
25	<p>At any General Meeting a resolution put to the vote of the meeting shall be voted upon by a simple majority of the Ordinary Members who are present and voting thereon, except for decisions relating to any of the following Special Resolutions,</p> <ul style="list-style-type: none"> <li>a) to alter the name of the Organisation; or</li> <li>b) to amend the Purposes; or</li> <li>c) to amend these Articles (subject to <b>Article 74</b>) or</li> <li>d) to wind up of the Organisation in terms of Articles <b>75.1 to 75.4</b>; or</li> <li>e) all other Special Resolutions.</li> </ul> <p>shall require to be decided upon by not less than 75% of the Ordinary Members present and voting thereon (no account therefore being taken of members who abstain from voting or who are absent from the meeting).</p>
26	Ordinary and Special Resolutions may be passed in writing, rather than at a General Meeting, provided that the terms of this Article are followed.
26.1	an ordinary resolution in writing signed by or on behalf of a simple majority of all the Ordinary Members shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, provided that the terms of this Article are followed.
26.2	a Special Resolution in writing signed by or on behalf of not less than 75% of all the Ordinary Members shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, provided that the terms of this Article are followed.
26.3	written resolutions may not be used either for the removal of a Director prior to the expiration of his or her term of office, or for the removal of an independent financial examiner or auditor prior to the expiration of his or her term of office.
26.4	any written resolution must be issued in hard copy (by hand or by post) or in electronic form (by e-mail), or by means of a website at the same time, to all Ordinary Members on the Circulation Date (that is, the date on which copies of the written resolution are sent to the Ordinary Members).

26.5	<p>Where such a written resolution is proposed by members, the following shall apply:</p> <p>(a) the resolution must be requested by not less than 10% of the ordinary members (“the members request”);</p> <p>(b) the members’ request may be made in hard copy (by hand or by post) or in electronic form;</p> <p>(c) the members’ request must identify the resolution to be put to members and the Board can reject such resolutions, but must provide reasons for doing so to the members requesting the resolution;</p> <p>(d) the members’ request can include an accompanying statement (not exceeding 1,000 words) which they can require the Company to issue with the written resolution to all Ordinary Members;</p> <p>(e) within 21 days, the Company must circulate the resolution and any accompanying statement with the express statements referred to in <b>Article 26.6</b> hereof; and</p> <p>(f) the Company may charge a reasonable fee to the requesting members to cover its costs of circulation of the members’ request.</p>
26.6	<p>Where such a written resolution is proposed by the Board, it must include the following express statements:</p> <p>(a) an explanation to the eligible members how to signify their agreement to the resolution;</p> <p>(b) how it can be sent back by them, and whether in hard copy (by hand or by post) and/or in electronic form (by fax or by e-mail);</p> <p>(c) clarification that a failure to reply will be deemed to be a vote against the resolution in question; and</p> <p>(d) 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).</p>
26.7	Any such written resolution may consist of several documents in the same form, each signed by or on behalf of one or more Ordinary Members.
26.8	Once an Ordinary Member has signed and returned a written resolution in agreement thereto, his or her agreement is irrevocable.
	<b>MEETING ADJOURNMENT</b>
27	The chairman of the General Meeting may, with the consent of a majority of the Ordinary Members present and voting thereat, adjourn the General Meeting to such time, date and place as he or she may determine.
	<b>COMPANY MANAGEMENT</b>
28	The affairs, property and funds of the Company shall be directed and managed by a Board of Directors. The Board may exercise all such powers of the Company, and may on behalf of the Company do all acts as may be exercised and done by the Company, other than those required to be exercised or done by the Ordinary Members in a General Meeting, and subject always to these Articles and to the provisions of the Act.
	<b>APPOINTMENT OF DIRECTORS</b>
29	The number of Directors shall be not less than three. Unless otherwise determined by special resolution at a General Meeting (but not retrospectively) the number of Directors shall not be more than 12.
	<b>Interim Board</b>
30	Upon incorporation of the Company, the following applies with regard to the Interim Board of Directors:
30.1	The Subscribers (majority of whom must be Ordinary Members), and any one or more individual persons whom they choose to co-opt as Co-opted Directors in terms of <b>Article 35</b> , shall comprise the Interim Board.

30.2	The Interim Board shall remain in office until the first General Meeting of the Company, to be held as soon as practicable after incorporation, at which time each Director on the Interim Board shall retire, but shall if each wishes remain eligible for election thereat (without the period of office between the date of incorporation and the first General Meeting counting as a term of office for the purposes of <b>Article 33.4</b> ).
31	Employees of the Company may not be nominated as or become Directors.
	<b>Composition of the Board of Directors</b>
32	From and after the first General Meeting of the Company, the Board shall comprise the following persons (a majority of whom shall always be Elected Directors), namely:
32.1	up to 8 individual persons elected as Directors by the Ordinary Members in terms of <b>Article 33</b> (“the Elected Directors”), who must themselves be Ordinary Members; and
32.2	up to 2 individual persons appointed by Bruntsfield St. Oswald’s in terms of <b>Article 34</b> (“the Appointed Directors”); and
32.3	up to 2 individual persons co-opted in terms of <b>Article 35</b> (“the Co-opted Directors”), so as to ensure a spread of skills and experience within the Board;
32.4	who shall meet as often as necessary to despatch all business of the Company as specified in the Articles and particularly with reference to the restrictions in the quorum for Board meetings specified in <b>Articles 44 and 45</b> .
	<b>Elected Directors</b>
33	At the first General Meeting held in terms of <b>Articles 30.2 and 32.1</b> , the Ordinary Members shall elect up to 8 (minimum of 3) Elected Directors, in respect of which the following shall apply:
33.1	provided that the first General Meeting in terms of <b>Article 30.2</b> is held before the first AGM, there shall be no change in or election of Directors at the first AGM (except to the extent of filling any vacancies in the Board left over after the first General Meeting or caused by any retirements since);
33.2	at the second and each subsequent AGM, one-third of the Elected Directors (or the nearest number upwards) shall retire from office;
33.3	a retiring Elected Director shall retain office until the close or adjournment of the meeting;
33.4	a retiring Director shall be eligible for re-election after one term of office, but no Director can serve more than three consecutive terms of office, without at least one year out of office before being eligible again;
33.5	if no other Director has or Directors have decided or agreed to retire, the Elected Directors to retire at each AGM shall be those who have been longest in office since their last election but, as between persons who were elected or last re-elected Directors on the same day, the one or ones to retire shall (unless they otherwise agree amongst themselves) be determined by lot;
33.6	nomination of any Elected Director, who shall himself or herself be (or be eligible to become) an Ordinary Member, shall be in writing by not less than any two Ordinary Members delivered to the Registered Office not less than 7 days prior to the date of the AGM in question and wherein the nominee shall confirm his or her willingness to act as an Elected Director if elected; and
33.7	election of any Elected Director shall be by vote of the Ordinary Members, each Ordinary Member having one vote for each vacancy in the Elected Directors on the Board.
	<b>Appointed Directors</b>
34	Subject to <b>Article 32.2</b> , up to 2 individual/individuals may be appointed by Bruntsfield St. Oswald’s, c/o Eric Liddell Centre, Morningside Road, Edinburgh, or its successors, in respect of which the following shall apply:
34.1	on receipt of the Notice for each AGM of the Company, including the first General Meeting held after incorporation, the said Bruntsfield St. Oswald’s (or its successors) shall intimate the Director being appointed by it at the AGM, by written notice delivered to the Registered Office not less than 2 days before the start of the meeting, failing which any Director previously appointed by it shall remain in office; and



34.2	Bruntsfield St. Oswald's (or its successors) may appoint or remove its appointed Directors at any time, by written notice to that effect delivered to the Registered Office not less than 2 days before the change is to take effect.
34.3	for the avoidance of doubt, an Appointed Director may participate fully in and vote at all Board meetings which he or she attends.
	<b>Co-opted Directors</b>
35	Subject to <b>Article 32.3</b> , up to 2 individuals may be co-opted from time to time by the Board of Directors itself, as follows:
35.1	subject to <b>Article 35.3</b> , a Co-opted Director shall serve until the next AGM after his or her co-option;
35.2	a Co-opted Director can be re-co-opted at such next AGM;
35.3	a Co-opted Director can be removed from office at any time by a simple majority of the Board; and
35.4	for the avoidance of doubt, a Co-opted Director may participate fully in and vote at all Board meetings which he or she attends.
	<b>VACANCY</b>
36.	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 Director from or after the date of such retiral or deemed retiral until the next AGM.
	<b>REGISTER OF DIRECTORS</b>
37	The Board shall ensure that a Register of Directors is maintained, which sets out the full details of each Director as required for all registration purposes, including the date and type of appointment and the date of retiral.
	<b>RETIRAL OF DIRECTORS</b>
38	A Director shall retire or be deemed to retire if:
38.1	being an Elected Director, he or she ceases to be an Ordinary Member in terms of either <b>Articles 8.1 or 15</b> ;
38.2	he or she becomes prohibited from being either (i) a charity trustee by virtue of section 69(2) of the Charities and Trustee Investment (Scotland) Act 2005 or (ii) a director of a limited company by reason of any order made under the Company Directors Disqualification Act 1986, and every statutory modification and re-enactment thereof for the time being in force; or
38.3	in terms of section 66(5) of the 2005 Act, he or she is considered by the Board to have been in serious or persistent breach of either or both of the duties listed in sections 66(1) and 66(2) of the 2005 Act; or
38.4	he or she is employed by or holds any office of profit under the Company (except where the provisions of <b>Article 40.4.2</b> apply); or
38.5	he or she becomes incapable for medical reasons of fulfilling the duties of a Director and such incapacity, as certified (if necessary) by two medical practitioners, is expected to continue for a period of more than six months from the date or later date of such certification; or
38.6	he or she is absent (without permission of the Board) from more than three consecutive meetings of the Board, and the Board resolves to remove him or her from office; or
38.7	by written notice to the Registered Office, he or she resigns as a Director.
	<b>CHAIR AND VICE-CHAIR</b>
39	The Board shall meet as soon as practicable immediately after each AGM (or after a resignation of the Chair or Vice-Chair) meet to appoint a Chair, and if desired a Vice-Chair, from the Directors (both of whom must be Ordinary Members).

<b>CONSTRAINTS ON PAYMENTS/BENEFITS TO MEMBERS AND DIRECTORS</b>	
40.1	The income and property of the Company shall be applied solely towards promoting the Purposes and do not belong to the members. Any surplus income or assets of the Company are to be applied for the benefit of the Community.
40.2	No part of the income or property of the Company shall be paid or transferred (directly or indirectly) to the members of the Company, or to any other individual, whether by way of dividend, bonus or otherwise, except in the circumstances provided for in <b>Article 40.4</b> .
40.3	No Director shall be appointed as a paid employee of the Company.
40.4	No benefit (whether in money or in kind) shall be given by the Company to any member or Director except the possibility of:
40.4.1	repayment of out-of-pocket expenses to Directors (subject to prior agreement by the Board of Directors); or
40.4.2	reasonable remuneration to any member or Director in return for specific services actually rendered to the Company (not being of a management nature normally carried out by a director of a company); or
40.4.3	payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any member or Director; or
40.4.4	payment of rent at a rate not exceeding the open market rent for property let to the Company by any member or Director; or
40.4.5	the purchase of property from any member or Director provided that such purchase is at or below market value or the sale of property to any member or Director provided that such sale is at or above market value; or
40.4.6	payment by way of any indemnity, where appropriate;
	and in any such event the terms of <b>Articles 41 to 43</b> shall specifically apply.
40.4.7	For the avoidance of doubt, the above constraints in clause 40 do not in any way prevent Members from accessing any services provided by the Company
<b>PERSONAL INTERESTS &amp; CONFLICTS OF INTEREST</b>	
41	Any Director who has a personal interest in any prospective or actual contract or other arrangement with the Company must declare that interest either generally to the Board or specifically at any relevant meetings. A personal interest includes not only the interest of the Director or employee in question, but also his or her partner, close relative or business associate, or any firm of which they are a partner or employee, or any limited company of which they are a director, employee or shareholder of more than 5% of the equity or voting power.
42	Additionally, the Board may resolve at any time to require all Directors to deliver a Notice of Relevant Interests to the Registered Office, as they arise and at least annually. In that event, 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 Company and, with the express prior written approval of the Director or employee concerned, by members of the public.
43	Whenever a Director finds that there is a personal interest, as defined in <b>Article 41</b> , he or she has a duty to declare this to the Board meeting in question. It will be up to the chairman of the meeting in question to determine:
43.1	whether the potential or real conflict simply be noted in the Minutes of any relevant meeting, or
43.2	whether the Director in question, whilst being permitted to remain in the meeting in question, must not partake in discussions or decisions relating to such matter, or
43.3	whether the Director in question should be required to be absent during that particular element of the meeting and, in terms of <b>Article 45</b> , where a Director leaves, or is required to leave, the meeting he or she no longer forms part of the quorum thereat.
<b>QUORUM AT BOARD MEETINGS</b>	

44	The quorum for Board meetings shall be not less than 50% of all the Directors, provided that the Elected Directors are always in the majority or equally represented at any Board meeting. No business shall be dealt with at a Board meeting unless such a quorum is present.
45	A Director 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, he or she is not entitled to vote.
	<b>MEETINGS OF THE BOARD OF DIRECTORS</b>
46	Meetings of the Board may take place in person or by telephone conference call, video conference call or by any other collective electronic means approved from time to time by the Board.
47	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 <b>Article 25</b> is to be made, which notice shall be accompanied by an agenda and any papers relevant to the matter to be decided.
47.1	All other Board meetings shall require not less than 7 days' prior notice, unless all Directors agree unanimously in writing to dispense with such notice on any specific occasion.
48	A Director may, and on the request of a Director the Company Secretary shall summon a meeting of the Board by notice served upon all Directors, to take place at a reasonably convenient time and date.
49	The Chair, whom failing the Vice-Chair (if any), shall be entitled to preside as chair of all Board meetings at which he or she is present. If at any meeting neither the Chair nor the Vice-Chair is present and willing to act as chair of the meeting within 15 minutes after the time appointed for holding the meeting, the remaining Directors may appoint one of the Elected Directors to be chair of the Board meeting, which failing the meeting shall be adjourned until a time and date when the Chair or Vice-Chair will be available.
50	The chair 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, each Director present having one vote. In the event of an equal number of votes for and against any resolution at a Board meeting, the chair of the meeting shall have a casting vote as well as a deliberative vote.
51	The Board may delegate any of its powers to sub-committees, each consisting of not less than one Director and such other person or persons as it thinks fit or which it delegates to the committee to appoint. 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 Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as the same shall not be superseded by any regulations made by the Board. Such sub-committee shall regularly and promptly circulate, or ensure the regular and prompt circulation of, the minutes of its meetings to all Directors.
52	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 chair of such meeting, or by the chair of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
52.1	Subject to <b>Article 52</b> , the company, upon request of any person for a copy of any minutes must, if the request is reasonable, give the person within 28 days of the request a copy of the requested minutes
52.2	Where such a request is received under <b>Article 52.1</b> the company: (a) may withhold information contained in the minutes, and (b) if it does so, must inform the person requesting a copy of the minutes of its reason for doing so.
53	No alteration of the Articles and no direction given by Special Resolution shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given.

54	A resolution in writing (whether one single document signed by all or a sufficient majority of the Directors, or all or a sufficient majority of the members of any sub-committee), whether in one or several documents in the same form each signed by one or more Directors or members of any relative sub-committee as appropriate, shall be as valid and effectual as if it had been passed at a meeting of the Board or of such sub-committee duly convened and constituted.
55	The Board may act notwithstanding any vacancy in it, but where the number of Directors falls below the minimum number specified in <b>Article 29</b> , it may not conduct any business other than to appoint sufficient Directors to match or exceed that minimum.
56	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.
57	The Board may from time to time promulgate, review and amend any Ancillary Regulations, Guidelines and/or Policies, subordinate at all times to these Articles, as it deems necessary and appropriate to provide additional explanation, guidance and governance to members/directors.
	<b>COMPANY SECRETARY, MINUTE SECRETARY, TREASURER and PRINCIPAL OFFICER</b>
58	The Board shall appoint a Company Secretary for such term and upon such conditions as it may think fit. The Company Secretary may be removed by the Board at any time.
59	The Board may appoint a Minute Secretary, for the purposes of <b>Article 52</b> , for such term, at such remuneration (if any), and upon such conditions as it may think fit. The Minute Secretary may be removed by the Board at any time.
60	The Board may appoint a Treasurer for such term and upon such conditions as it may think fit. The Treasurer may be removed by the Board at any time. Whilst in post, the Treasurer may be required to attend (but shall have no vote at (if not an elected Director) Board meetings during his or her tenure as Treasurer, except any part or parts thereof dealing with his or her employment or remuneration, or any other matter which the Board wishes to keep confidential to itself.
61	The Board may appoint a Principal Officer of the Company on such terms (including a decision on the most appropriate job title) and conditions as it may think fit, who shall attend Board and Sub-Committee meetings as appropriate or required, but without any vote thereat.
	<b>HONORARY PATRON(S)</b>
62	The Ordinary Members in General Meeting may, on a proposal from the Board, agree to the appointment of one or more Honorary Patrons of the Company, who would be appointed either for such fixed period as the Ordinary Members determine or for an unspecified period until such appointment be terminated by them. The Honorary Patron or Patrons are entitled to notice of all General Meetings and to attend and contribute to discussion but not vote thereat.
	<b>FINANCES</b>
63	The banking account or accounts of the Company shall be kept in such bank or building society and/or banks or building societies as the Board shall from time to time by resolution determine.
63.1	The signatures of two out of the signatories appointed by the directors shall be required in relation to all operations (other than lodgement of funds) on the bank and building society accounts held by the company; at least one out of the two signatures must be the signature of a director.
63.2	Where the company uses electronic facilities for the operation of any bank or building society account, the authorisations required for operations on that account must be consistent with the approach reflected in article 63.1.
64	All cheques and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.
65	The Board shall manage all funds and assets of the Company and are applied towards achieving the Purposes.

	<b>ACCOUNTS</b>
66	The Board shall cause accounting records to be kept for the company in accordance with the requirements of the Act and other relevant regulations.
67	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 Directors.
68	The Board shall ensure that an audit of the accounts is carried out by an auditor, an audit (within the meaning of the Act) shall not be required in a case where the Company is exempt (under the Act)
69	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 Company). The accounts shall be accompanied by proper reports of the Board. Copies of such accounts shall, not less than 14 clear days before the date of the Annual General Meeting, be delivered or sent to all members, Directors, the Company Secretary and the auditor, or otherwise be available for inspection on the website of the Company (with all members, Directors, the Company Secretary and the auditor being made aware that they are so available for inspection there).
	<b>NOTICES</b>
70	A notice may be served by the Company upon any member, either personally or by sending it by post, fax, e-mail or other appropriate electronic means, addressed to such member at his or her or its address as appearing in the Register of Members.
71	Any notice, whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.
72	The business of the Company and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by e-mail or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Company (where the Company has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the Internet).
	<b>INDEMNITY</b>
73	Subject to the terms of the Companies Act and without prejudice to any other indemnity, the Directors, or member of any sub-committee, the Company Secretary, Treasurer and all employees of the Company shall be indemnified out of the funds of the Company against any loss or liability (including the costs of defending successfully any court proceedings) which he, she or they may respectively incur or sustain, in connection with or on behalf of the Company and each of them shall be chargeable only for so much money as he or she may actually receive and they shall not be answerable for the acts, receipts, neglects or defaults of each other, but each of them for his or her own acts, receipts, neglects or defaults only.
	<b>ALTERATION TO THE ARTICLES</b>
74	Any alteration to these Articles should comply with the following conditions:
74.1	upon the decision of not less than 75% of the Ordinary Members present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose in terms of <b>Article 25</b> ;

74.2	any changes to the purposes are subject to written consent being obtained from the Office of the Scottish Charity Regulator (and its successors) in terms of Section 16 of The Charities and Trustee Investment (Scotland) Act 2005
74.3	notify the Office of the Scottish Charity Regulator (and its successors) of any other changes to the Articles not covered under <b>Article 74.2</b> (i.e. not related to purposes) in terms of Section 17 of The Charities and Trustee Investment (Scotland) Act 2005.
74.4	notify the Scottish Ministers of any alterations to the Articles under Section 35(1) of the Land Reform Act
	<b>DISSOLUTION</b>
75.1	The winding-up of the Company may take place only on the decision of not less than 75% of its Ordinary Members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.
75.2	<p>If, on the winding-up of the Company, any property remains, after satisfaction of all its debts and liabilities, such property (including any land acquired by it in terms of the Land Reform Act) shall be given or transferred to such other:</p> <p>(a) Community body or bodies or (b) Part 3A Community body or bodies as may be:</p> <p>(I) determined by not less than 75% of the Ordinary Members of the Company who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose; (II) approved by the Office of the Scottish Charity Regulator (and its successors); (III) approved thereafter by the Scottish Ministers</p> <p>under declaration that, if the Company is a charity at or before the time of its winding up, then the Community body or bodies or crofting Community body or bodies or Part 3A Community body or bodies referred to above must also be a charity or charities</p>
75.3	Or If no such Community body or bodies or Part 3A Community body or bodies is determined by the Ordinary Members in terms of Article 75.2, such property referred to in Article 75.2 shall, be transferred to the Scottish Ministers or, if it's a charitable organisation be transferred, to such charity or charities as the Scottish Ministers may direct.
75.4	<p>In Article 75:</p> <p>a) "Community Body" has meaning ascribed to it under Section 34 of the Land Reform Act b) "Charity" has the meaning ascribed to it in under Section 34(8) of the Land Reform Act c) "Part 3A Community Body" have the meaning ascribed to it under Section 74 of the Community Empowerment (Scotland) Act 2015.</p>
	<b>LIMIT OF LIABILITY</b>
76.1	The liability of all members of the Company is limited.
76.2	Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the property of the Company if it should be wound up whilst he, she or it is a member or within one year after he, she or it ceases to be a member (for whatever reason), for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up.

<b>Schedule 1</b>	
<b>Powers available to the Company</b>	
1	Further to Article 5, the Company shall have the following powers, but only in furtherance of the Purposes (and wherein reference to “ <b>property</b> ” means any property, assets or rights, heritable or moveable, wherever situated) and declaring that the order in which these Powers are listed or the terms of the sub-headings are of no significance in terms of their respective priority which shall be deemed to be equal, namely:
<b>General</b>	
2.1	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 Company to achieve the Purposes.
2.2	To promote and carry out research, surveys and investigations and to promote, develop and manage initiatives, projects and programmes.
2.3	To provide advice, consultancy, training, tuition, expertise and assistance.
2.4	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 articles, pamphlets, books and other publications, tapes, motion and still pictures, music and drama and other materials, all in any medium.
<b>Property</b>	
3.1	To register an interest in land and to exercise the right to buy land under Part 2 or Part 3A of the Land Reform (Scotland) Act 2003 including any statutory amendment or re-enactment thereof for the time being in force (“ <b>the Land Reform Act</b> ”).
3.2	To purchase, take on lease, hire, or otherwise acquire any property suitable for the Company
3.3	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 Company's property.
3.4	To sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Company.
3.5	To establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds.
<b>Employment</b>	
4.1	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 Company.
<b>Funding and Financial</b>	
5.1	To take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Company.
5.2	To accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally or in trust.
5.3	To borrow or raise money for the Purposes and to give security in support of any such borrowings by the Company and/or in support of any obligations undertaken by the Company.
5.4	To set aside funds not immediately required as a reserve or for specific purposes.
5.5	To invest any funds which are not immediately required for the activities of the Company in such investments as may be considered appropriate, which may be held in the name of a nominee Company under the instructions of the Board of Directors, and to dispose of, and vary, such investments.
5.6	To make grants or loans of money and to give guarantees.
<b>Development</b>	
6.1	To establish, manage and/or support any other charity, and to make donations for any charitable purpose falling within the Purposes.

6.2	To establish, maintain, develop and/or operate a centre or centres providing facilities for childcare, community learning, healthy living initiatives, educational and cultural activities, training activities, leisure pursuits and accommodation for community groups, and for public sector agencies which provide services of benefit to the community, and which may include refreshment facilities.
6.3	To establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not.
6.4	To enter into any arrangement with any organisation, government or authority which may be advantageous for the purposes of the activities of the Company and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charitable organisation.
6.5	To enter into contracts to provide services to or on behalf of others.
	<b>Insurance and Protection</b>
7.1	To effect insurance of all kinds (which may include indemnity insurance in respect of Directors and employees).
7.2	To oppose, or object to, any application or proceedings which may prejudice the interests of the Company.
	<b>Ancillary</b>
8.1	To pay the costs of forming the Company and its subsequent development.
8.2	To carry out the Purposes as principal, agent, contractor, trustee or in any other capacity.
8.3	To do anything which may be incidental or conducive to the Purposes so long as these are charitable.



**Schedule 2  
Form of Proxy**

The form appointing the Proxy in terms of Article 24.3 shall be in the following terms, adapted as appropriate:

**Bruntsfield St. Oswald's**

I.....,

of.....,  
being an Ordinary Member of the above Company hereby

appoint.....,

of .....

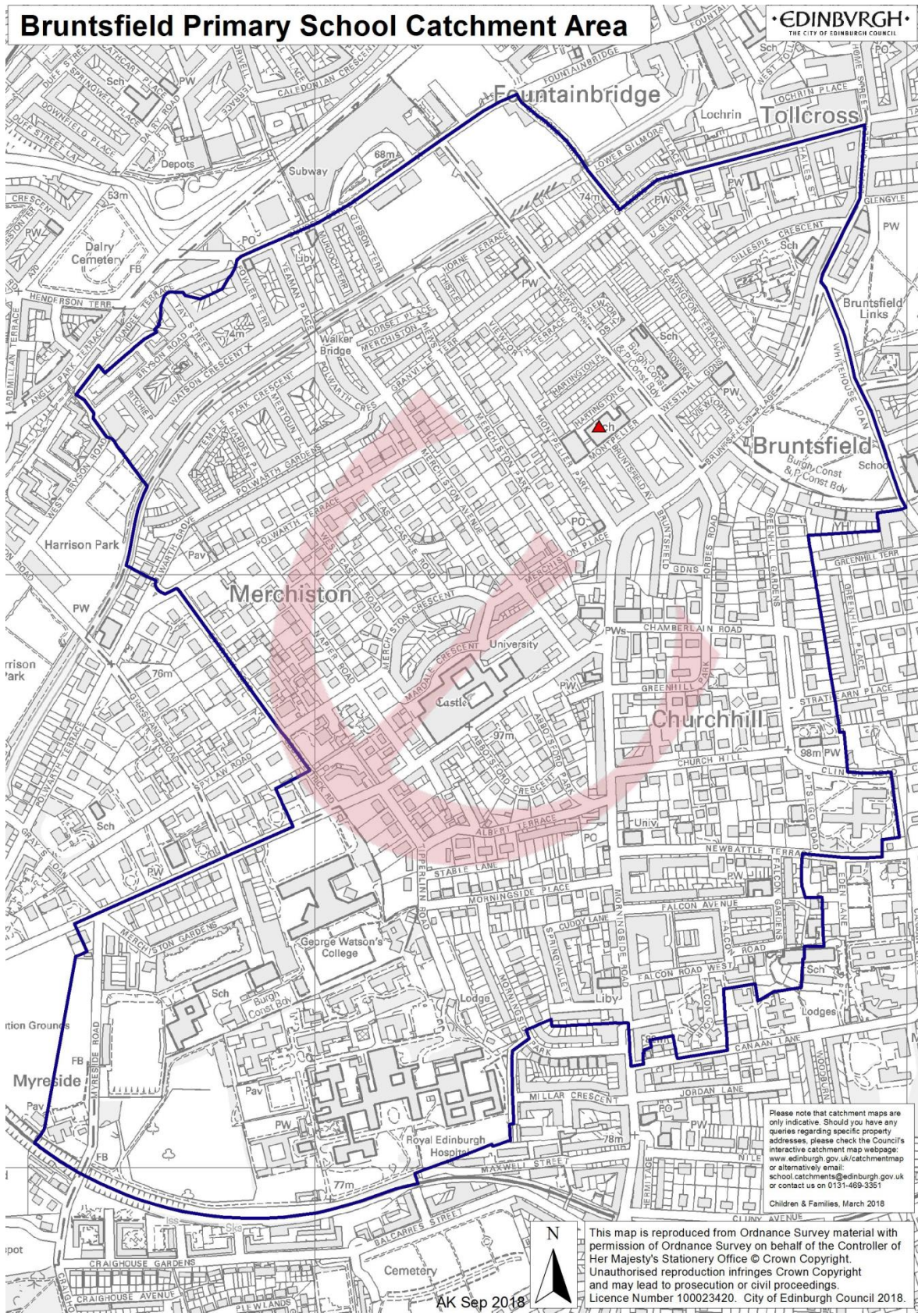
and, failing him or her, .....

of.....,  
as my proxy to vote for me on my behalf at the (Annual/General) meeting of the  
Company to be held on..... and at any adjournment thereof.

This form is to be used in favour of/against the resolution.

Signed.....day of .....

*Signature of member appointing proxy* .....







# Appendix 6

## Outline Design Document

for  
St Oswald's Hall  
Montpelier Park  
Bruntsfield

For  
Bruntsfield St Oswald's

Date : March 2020

Our Reference : **E3500**

## Quality Information

Prepared for:

### Bruntsfield St Oswald's Community Group

Bruntsfield St Oswald's  
Eric Liddell Centre  
15 Morningside Road  
Morningside  
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Prepared by:

*Sign here*



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Checked by:

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## Revision History

Revision	Revision date	Details	Name	Position
1.1	03/04/20	Intro text & Toilet Provision	David Johnson	Director

## Distribution List

Date	#Copies	PDF	Recipient	Company
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# 1. Introduction

As a voluntary group, Bruntsfield St. Oswald's seek to develop the existing St. Oswald's Church and Hall into a vibrant hub for the local community. Bruntsfield St. Oswald's was originally a collaboration between Bruntsfield Primary School Parent Council and the Eric Liddle Centre, a local charity. As such, the primary uses of St. Oswald's will be the provision of wraparound childcare, as a facility for extra curricular clubs for pupils, as a resource for General Purpose space (much of which has been given over to teaching space in Bruntsfield Primary School), and as a venue for large gatherings in support of the Eric Liddle Centre's activities in supporting those in the community, particularly the elderly, those suffering from dementia, and their carers. St. Oswald's will also be available to other community groups at reasonable rates for activities such as Scouts and Guides, music, dance, etc., with opportunities for these lets to be utilised by the elderly and isolated, as much as for children. Bruntsfield St. Oswald's also hope to offer the building as a meeting place for local young people, who are underserved in the area. Finally, St. Oswald's may be used as a Festival/Fringe venue (or more likely a rehearsal space), as long as this can be done in a way which is sympathetic to its immediate neighbours. It has been specifically noted that the buildings are not to contain rented office space or operate as retail outlets.

A similar recent exercise to investigate how the buildings could be put back into use resulted in proposals that necessitated a very high initial budget and strayed from the brief in terms of its use and income generation.

GLM have therefore been appointed to look at a pragmatic design approach to the adaption and re-use of the existing buildings which is more aligned to Bruntsfield St. Oswald's vision, whilst being realistic about its resources.

## 2. Context

### 2.1. Setting, History & Construction

St Oswald's Hall sits just outside the heart of Bruntsfield on the junction between Montpelier Park and Montpelier. It is within a densely populated residential area of Victorian tenements with the only anomaly being the directly adjacent Bruntsfield Primary School to the east.

Interestingly the hall to the north of the property pre-dates the main church, being built in 1894 and designed by Henry F Kerr. This is noticeable from some of the external detailing around windows and other openings that is stylistically different from the main church building. Work to construct the main building started in 1899, designed by the same architect. It opened to the congregation in 1900. Allegedly, the internal arrangement and design was much influenced by Henry J Wotherspoon, a notable liturgist, who was minister at St Oswald's from 1894-1923.

The main church building has a rectangular form and is in a gothic style with a 5-bay nave, side aisles, narthex, porch and side chapel. It is finished externally with a cream sandstone of coursed and snecked rubble with ashlar dressings (red ashlar dressings to hall) and moulded ashlar mullions.

To the road boundary is a low rubble boundary wall with saddleback coping a short gate pier at the various points of entry.

Internally the main building is of rubble construction with ashlar dressings. The externally walls are rendered. The narrow aisles are formed by a pointed arch arcade with octagonal stone piers. There is a plain clerestory with an elaborate crown-post timber roof and decoratively carved wallplate. There is a timber dado to the aisles and west wall with the arcade wall being of stugged rubble. There is a simple chancel with elaborately carved stone reredos in a Decorated style. To either side are two organ chambers, set in arches with Decorated Gothic carved timber bases (Morgan & Smith, 1900). The stained glass window by C E Kempe in the east wall is original and depicts scenes from the crucifixion

and resurrection. The rose window of the SW chapel also by Kempe depicts the trinity.

The date at which the building was closed as a church and obtained by the council is unclear. However, for at least a few decades at least, the building has been used as an annex for Boroughmuir High School, hosting drama productions and examinations in the main. The school vacated St Oswald's in February 2018 following the completion of their new building in Fountainbridge. It has remained vacant since then.

The building is currently Category B Listed.

## 2.2. Current Condition

St Oswald's was built about 120 years ago. It has evidently had some significant upgrading works in the intervening time. It ceased to operate as a church about 50 years ago and no doubt works were undertaken at that time. It is evident, for instance, that the cast iron wallhead eaves guttering was replaced at some point. It is not typical of 1900 guttering and the stonework around the outlet pipes has been rebuilt.

However, maintenance of the harder to reach parts of the building has been neglected leading to gutters and valleys being obstructed by vegetation resulting in fungal decay to the roof structures below. Notably also, the stonework above the south west entrance is leaking and causing severe erosion to the stone arch below, although much of the stonework more generally is very good.

There are elements of the building fabric that are reaching the stage at which regular maintenance has evidently become, and will inevitably be, increasingly expensive, especially where access can only be gained with the help of scaffolding. Whenever scaffolding is required to tackle a problem it will prompt the question: should more be done while the scaffolding is in place? This quickly escalates to a justification for taking the extent of works further and further into a comprehensive refurbishment of the external fabric, and in due course it will undoubtedly come to that.

However the strategy that is recommended at this stage is to get the building back into use and income producing at the lowest possible cost, to adopt a "stitch-in-time" approach to repairs and maintenance and to accept that some ongoing deterioration is inevitable until such time as funds can be pulled together to tackle the building more comprehensively, perhaps in phases.

For this minimalist strategy to work, in the first instance, it will be necessary to avoid works that require scaffolding wherever possible. This means cleaning gutters from cherrypickers and by using qualified rope access specialists. It means using patch repair techniques in the full knowledge that they are temporary and it means focussing more comprehensive repair work only on those elements that either represent a Health and Safety hazard, which will rapidly deteriorate leading to much greater cost in time to come or which significantly interfere with the operation of the building.

Based on previous condition reports and a restricted view of the building fabric, we have proposed what we believe to be a workable policy of containment. Please refer to **Appendix 2 - Budget Cost Plan** for a break down summary of our proposed repair and alteration works. Costs listed under the heading Immediate 0-1 Year is our estimate of the cost to bring the building into working order based on the proposed alterations and the "stich in time" approach outlined above.



### 3. Design Principles

As set out in the brief, we have taken a pragmatic approach to the proposed alterations, working very much with the grain of the building, thus minimising the physical intervention. There have been a number of design principles we have sought to follow through the design process. Refer to **Appendix - 1 Floor Plans:**

#### 1. Conservation Mindset

As noted above, St Oswald's Hall is a Category B Listed Building, within a conservation area. As such, it merits a careful and sensitive approach when it comes to making alterations. Our design intent is always to do as much as is needed and as little as possible. We are looking to conserve or put back the main halls to their original configuration whilst concentrating the bulk of the intervention in the least significant flat roofed link section. At present we see no use for the gallery other than a viewing area and propose to keep it as such. This is particularly the case given its limited access and escape in the event of a fire.

#### 2. Practical Approach

We appreciate that for the Bruntsfield St Oswald's Community Group, this is a new venture with limited capital but lots of ambition and heart. Our aim has been to design a building that is fit for purpose, welcoming and practical that can start to meet the community's need and generate income relatively quickly and cost effectively. We have been frugal in our approach whilst trying to create spaces that will be pleasant & enjoyable to use. This is not cutting-edge design. We don't believe that is necessary or what is needed. This proposal is about leveraging the outstanding inherent qualities of the existing buildings through logical, efficient space planning.

#### 3. Maximise the potential flexible usage of the 2 main halls.

The main asset of this property is its two large halls which have the potential for a wide range of activities including sports & games, performances, gatherings, parties and the like. We propose to open up the smaller hall by removing the existing toilets and showers. Whilst this is a non-essential expense, it will bring more light into the hall and increase its capacity & flexibility. For the larger and main hall, we propose to make this a self-contained space by infilling the arches with robust sound insulated partitions so that activity can continue uninterrupted by other groups. The existing side aisles make it a relatively simple exercise to provide complete circulation around the main hall. Our design looks to make it possible for the two halls to be used independently or at the same time should the need or opportunities arise.

#### 4. Level or ramped access through the property.

Whilst there is a legal requirement to provide access for those in wheelchairs or non-ambulant under the Equality Act, we have designed the circulation very much with parents and children in mind. Buggies and pushchairs will be prevalent in a building of this use type and so we have pushed and pulled the existing layout the most in this regard, making sure there is level or ramped access throughout the entire building, including areas for buggy storage, coats & shoe storage and waiting areas.

#### 5. Abundant independent storage.

A key element of any building, when creating flexible space for multiple users is the provision of secure and independent storage for equipment. Users are happy to share space so long as their own equipment is safe under lock and key. As well as making use of existing storage, we propose

to include a bank of new large storage units along the east aisle. These are interspersed with small gathering or break out areas at each existing window. This maintains natural light, provides additional useable space and aesthetically breaks up the storage units.

## **6. Multiple access points**

The existing property has numerous access points which is ideal in allowing flexibility of use, especially in terms of multiple users at any one time. In addition to those already existing, we propose to include a new access point along the east elevation which can link through directly to the school playground. This new access will be into the core of the building thus providing direct access to both halls.

## **7. Dispersed toilet provision**

Toilet provision is essential and yet we have not made it the main concern in terms of space planning. Therefore, our design intent has been to include toilets in “left over spaces” following on from organizing the main spaces and circulation. Whilst not the most efficient way to arrange drainage, there will be a technical solution to the arrangement and in addition, it does give the benefit of having toilets within easy reach of all areas of the building.

## **8. Flexible kitchen use**

Locating the kitchen in the core of the building, give the flexibility for serving both halls. We have designed it in a way that it can be used solely for a large single event or two smaller events in each hall.

# **4. Specification**

We have considered the specification of materials, products and finishes in the same manner as we approached the overall design and fabric repairs. A simple, cost effective and sensible solution that is appropriate to the building, its use and the budget with a view to gradually improving or replacing over time as the venture flourishes.

## **1. Flooring**

We are proposing to retain the existing flooring in the two main halls, carrying out localised repairs where required to create a safe and clean surface. All the toilets, existing and new will have a non-slip vinyl floor applied. Likewise, lobbies, stairs and ramps will have a non-slip covering that is practical, hard wearing and easily cleanable.

## **2. Walls**

Generally, the walls are exposed stone in the halls. Where these are plastered, this will be repaired locally where required and painted with vinyl emulsion. Toilets will be bright and clean, with painted walls with localised tile splash backs. Any new walls or partitions will have a plasterboard finish. The new partitions infilling the arches to Hall 1 will be of a robust construction to control sound transmission. As a cost saving measure, work parties could be organised by the committee for the community to join in and help with the decoration. This is a great way to engage with the community and raise awareness of the project.

## **3. Ceilings**

The vaulted ceilings to the Halls will be left in their current state. Ceilings elsewhere will be of

plasterboard. For the flat roof section over the core of the building between the two halls, we propose installing three large rooflights. One to each of the lobby areas and one to the kitchen. This will create a bright and spacious feel to spaces that otherwise would have little if no natural daylight.

#### **4. Fittings**

Within the specification and budget costs, we have allowed for some bespoke joinery items such as fixed booth seating to break out areas at Hall 1 and benching, coat hooks and pigeonholes for shoes at the entrance lobbies. We suggest that these can be introduced in a phased approach and this is reflected in our budget costs. We have also allowed for commercial style kitchen fittings thus giving a lot of flexibility in terms of catering.

### **5. Energy performance**

Improving the energy performance of a building like St Oswald's Hall through increased insulation is fraught with technical difficulties that can significantly add to the overall cost whilst not providing much increase in performance. Looking at each of the main building elements:

#### **1. Roof**

As the current condition of the pitched roofs does not warrant stripping and re-slating (see Condition Survey) and given the architectural significance of the internal vaulted ceilings, we do not propose to introduce any insulation in these areas. The flat roof link section however does need to be recovered and so can be brought up to standard (or exceeded) by installing insulation as part of the process.

#### **2. Walls**

Generally, the walls are plastered on the hard and have decorative stone mouldings. Thermally efficient lime plaster systems are available on the market but we suggest that to employ these will not have a significant gain against the significant labour and therefore cost involved. As with the roof, the core link section, being less significant and decorative, offers an opportunity to line the walls with insulation to meet or exceed current standards.

#### **3. Floors**

We understand there is an accessible void below much of the building and so the introduction of insulation here is relatively cost efficient when set against its impact on the improved thermal efficiency.

#### **4. Windows**

The existing windows are either stained glass or leaded. Apart from any necessary repairs, to carry out meaningful works to significantly improve their thermal performance would be cost prohibitive and so not recommended. A phased series of upgrading works, such as secondary glazing, could be investigated once the building is operational and an ongoing income secured.

#### **5. External Doors**

The external doors are secure and generally of good quality. We propose to simply draught strip them and apply an internal layer of insulation.

## 6. Services

### 1. Roadmap to Net Zero Carbon Emissions

As part of this current design exercise we have consulted with Antoine Reguis, Research Associate & PhD Candidate at Edinburgh Napier University to consider the building's current energy use, how this could be reduced and what could be done to reduce carbon emissions. Antoine's analysis was a high level one and further investigation would be needed to quantify the different options considered.

*St Oswald's Hall is one of the most difficult types of building to retrofit for a Net Zero strategy. Access to low carbon heat may be difficult because of the space restrictions for the likes of a heat pump or the absence of local low carbon heat network.*

*A moderate reduction of the heat demand is certainly possible with insulation measures but reaching Net Zero target only with envelop retrofit and heat recovery (EnerPHit) may be challenging and costly.*

*Electric radiators, especially those with high level of radiant heat transfer, would provide comfort to occupant and allow to meet Net Zero target. However, the cost of the electricity would involve high energy bills and prove cost prohibitive.*

*In a short term, refurbishment of the building could be an opportunity to install underfloor heating or low temperature radiators. They would provide comfort to occupants while enabling long term connection to low carbon heat technology. Further study would be necessary to identify and size appropriate heating elements, with associated cost.*

Antoine Reguis's full analysis can be found in **Appendix 3**.

### 2. Design Proposals

In light of Antoine Reguis's analysis and conclusions we are proposing and have costed for a new gas fired boiler and wet pipe heating system incorporating low temperature radiators. Heating pipes will be surface mounted in neat and tidy arrays to avoid the extra over builder and joiner costs normally encountered in concealment. We are not proposing underfloor heating at this stage as whilst technically possible, the amount of disruptive work involved, we believe will be cost prohibitive.

Cold water will be provided direct from the mains. Hot water will be provided by direct electric heaters in each location. Again, all pipes will be surface mounted to keep costs to a minimum.

Ventilation to the Halls 1 & 2 will be by existing natural means although we have made some allowance in the budget for overhauling existing windows and vents. Mechanical extract ventilation to the kitchen and toilets will be by direct localised fans taken through either walls or roofs.

## 7. Statutory Consents

The current Use Class for the buildings is Class 10 Non-Residential Institutions due to its educational use. The Use Class will not change as a result of the proposed use of the building.

With regards Planning Policy the only proposed external change to the building is to the east

elevation at the new entrance. This will require Planning Consent but will be concealed from the principle elevations and therefore should be deemed uncontentious.

Listed Building Consent will be required for the extension and all internal alterations.

The majority of the internal alterations are confined to the core of the building in the least significant areas. We proposed to put the small hall back to its original configuration which will be seen as planning gain. Whilst we are proposing quite a major intervention to the main hall by infilling the existing arches, this will be done in such a way as to no detract from the original architectural form.

Overall, we believe that our proposals are sympathetic to the original architecture, minimal in their scope and in no way detrimental to the existing character or fabric. They safeguard the future of the building by creating a viable and sustainable use. As such we believe the proposals would be welcomed and supported by the local authority.

A Building Warrant will be required for the proposed alterations, but overall the proposal will not be classed as a change of use. This will mean that the requirement to upgrade certain aspects of the building to meet current regulations such as for fire, accessibility and energy use is less onerous.

## 8. Conclusion

This Outline Design exercise has been an exciting challenge given the exacting and tight brief set within a tired, existing historic building with its own tight set of constraints. We believe however that we have arrived at a very coherent & exciting scheme that delivers on the brief in a simple, “no nonsense” manner with the least amount of fuss, energy and expenditure. We believe the scheme would give Bruntsfield St Oswald’s a firm base from which they can build a strong, meaningful, vibrant & sustainable presence in the community.

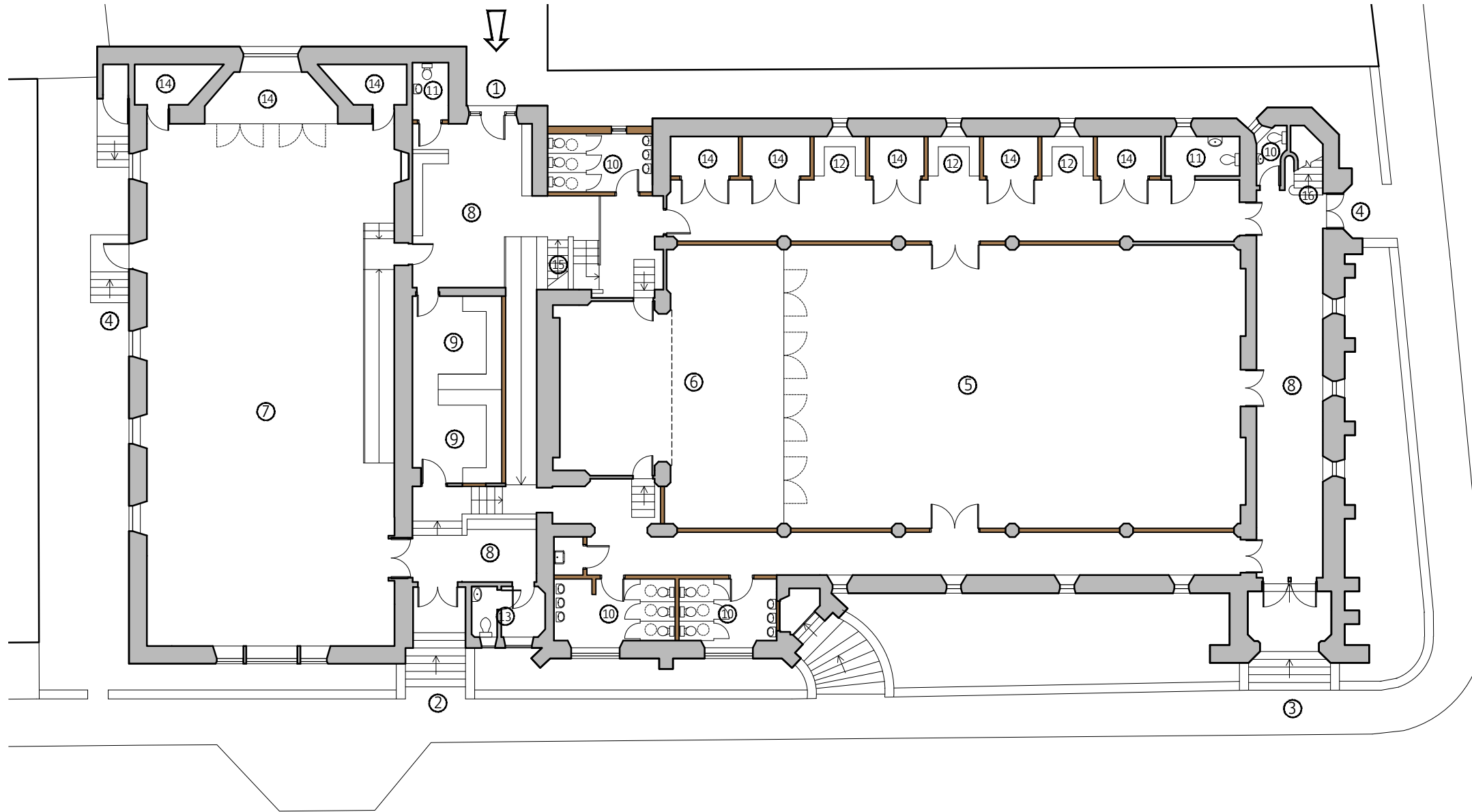
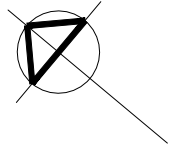
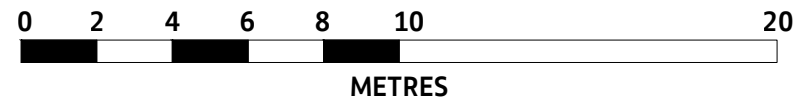
By following the restricted fabric maintenance strategy described above and within the **Budget Cost Plan** and by phasing elements of the conversion work, we feel a reasonable budget for the immediate development as set out in the plans is around £470,000. This figure includes everything except VAT, and loose furniture and equipment. It could be cut further by the use of volunteer work teams. To get more certainty around this figure additional design and cost work could be done along with the next steps of preparing a planning application.

In light of our positive assessment of the statutory consent position we would recommend starting to bring together the appropriate design team and set about submitting a Full Planning & Listed Building Application for the project as the next achievable milestone. Once obtained, this will generate further opportunities for community engagement and publicity, opening the project up to additional funding streams.

Should the committee feel that more work needs to be done in lowering the project costs then we would be happy to be engaged in a cost engineering exercise, either before the applications noted above or in tandem.

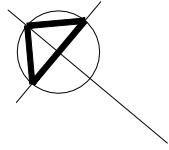
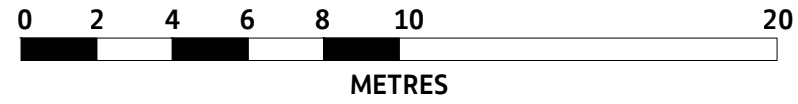
We look forward to meeting with the Bruntsfield St Oswald’s Committee to discuss this exciting project in further detail.

## APPENDIX 1 – Floor Plans



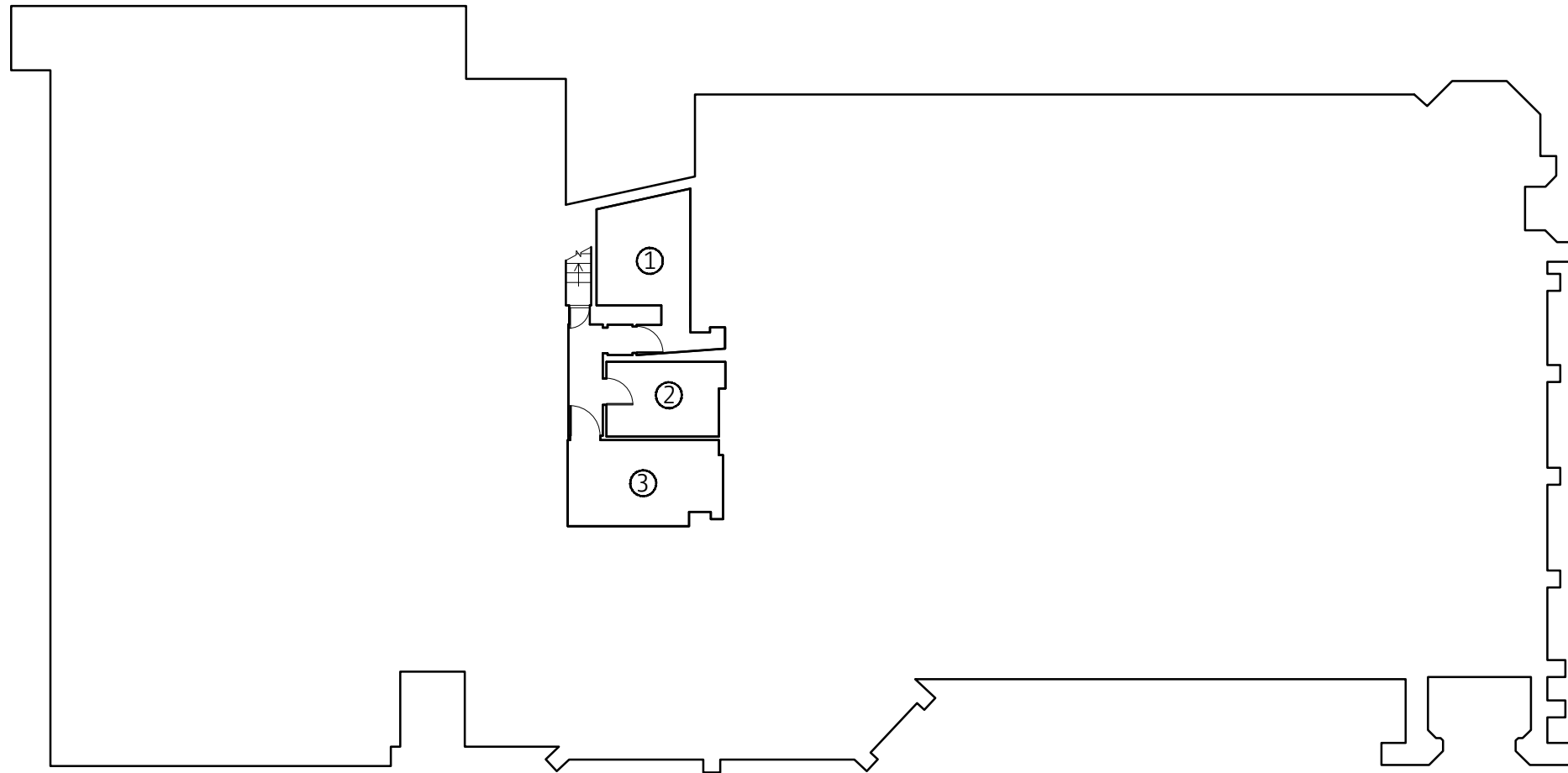
### Key:

- ① New main entrance direct from school playground
- ② Entrance for Hall 2 Event from Montpelier Park
- ③ Entrance for Hall 1 Event from Montpelier Park
- ④ Fire Escapes / Secondary Access
- ⑤ Hall 1
- ⑥ Stage with storage below
- ⑦ Hall 2
- ⑧ Lobby / Coats / Shoes / Buggies
- ⑨ Kitchen(s)
- ⑩ Toilets
- ⑪ Accessible Toilet / Baby Change
- ⑫ Break Out / Meeting Space
- ⑬ Office
- ⑭ Secure Storage
- ⑮ Access to Boiler Room
- ⑯ Access to Gallery

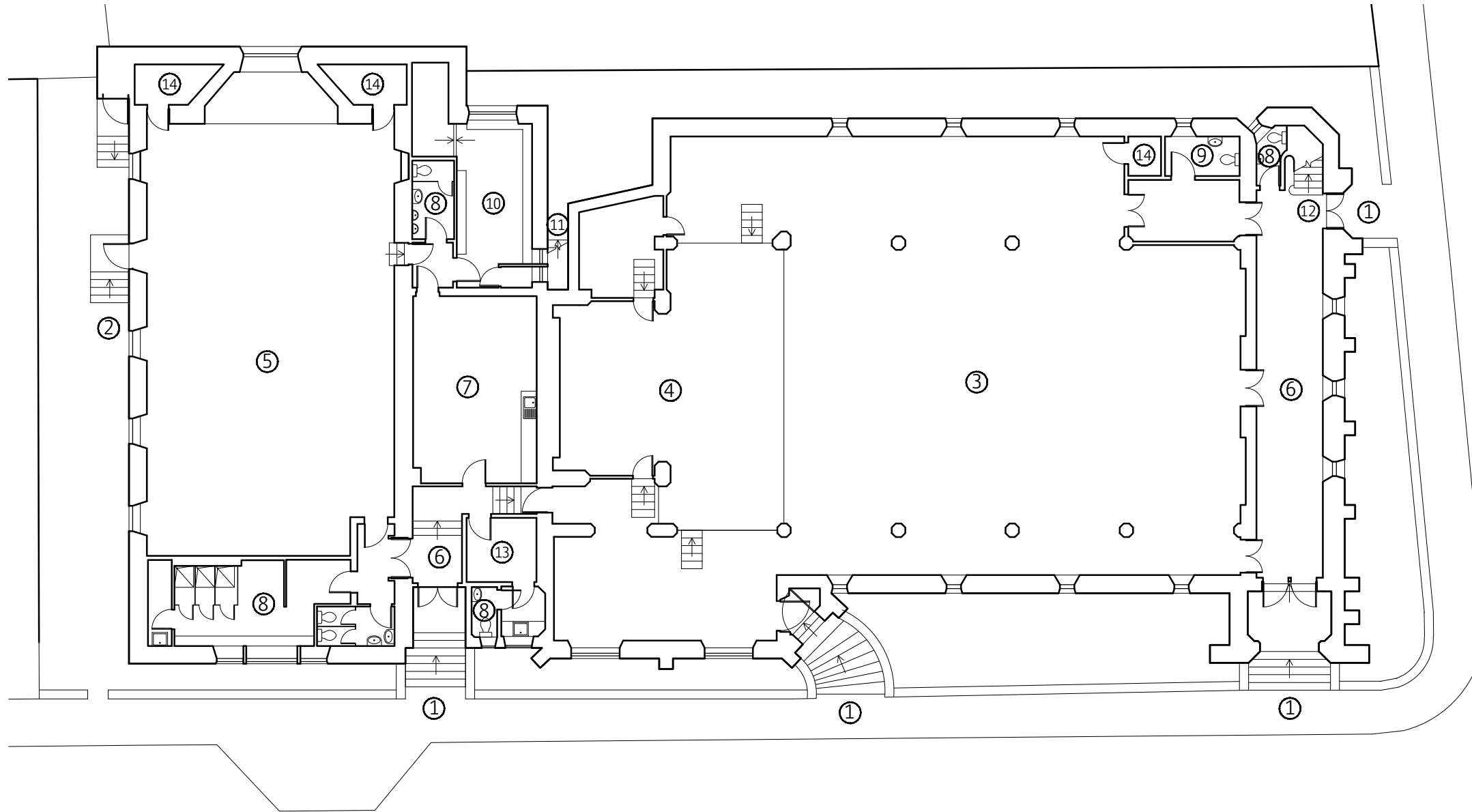
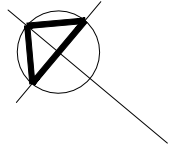
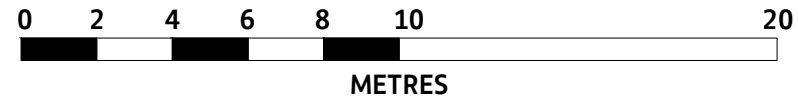


### Key:

- ① Boiler Room
- ② Store
- ③ Store

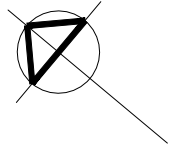
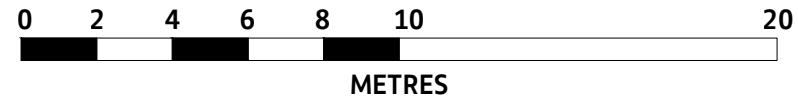






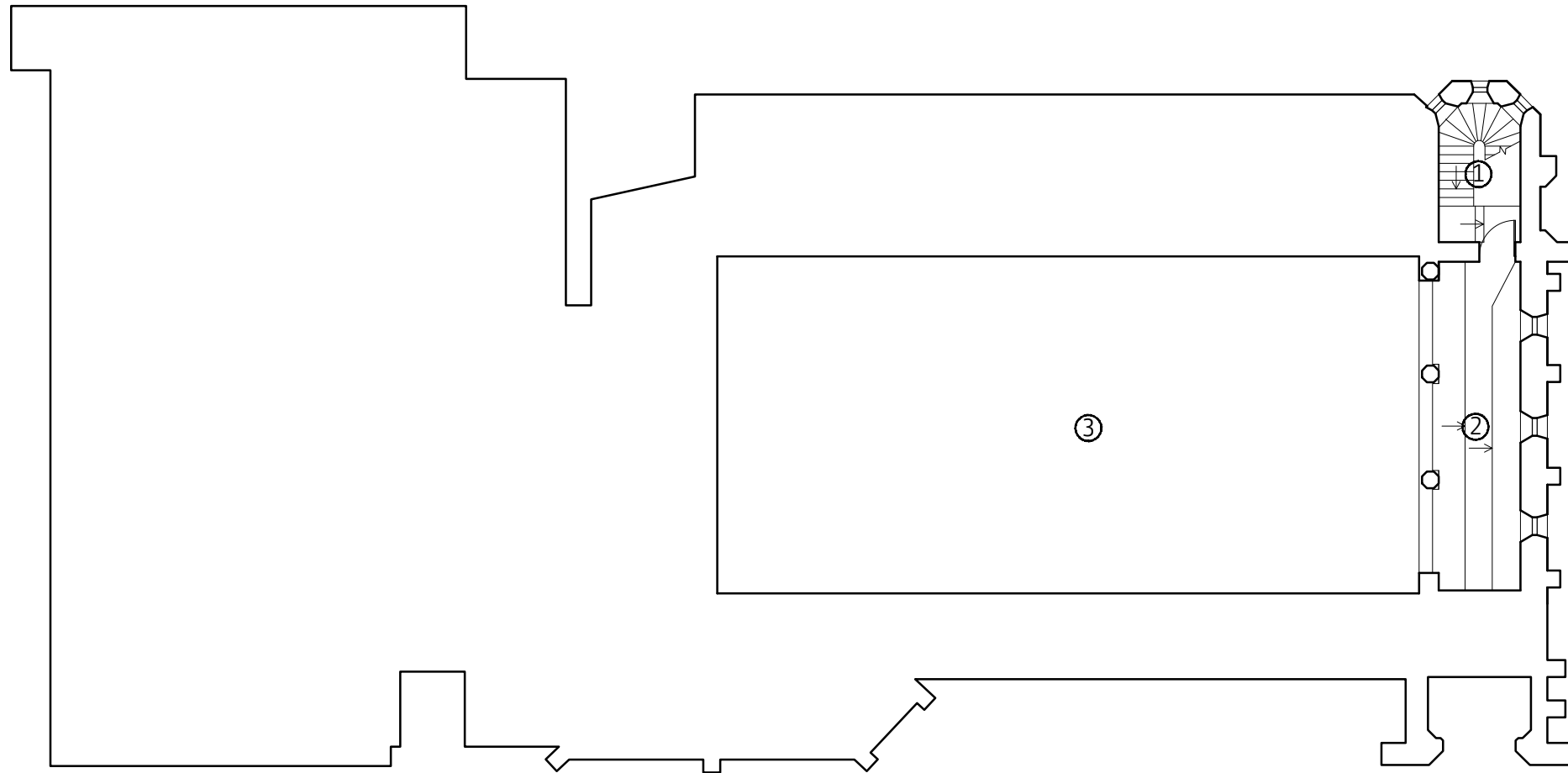
### Key:

- ① Entrance
- ② Fire Escapes / Secondary Access
- ③ Hall 1
- ④ Stage
- ⑤ Hall 2
- ⑥ Lobby
- ⑦ Kitchen
- ⑧ Toilets
- ⑨ Accessible Toilet / Baby Change
- ⑩ Changing Room
- ⑪ Access to Boiler Room
- ⑫ Access to Gallery
- ⑬ Office
- ⑭ Store



### Key:

- ① Stair from Ground Floor
- ② Balcony
- ③ Hall 1 - void



## APPENDIX 2 – Budget Cost Plan

#	Item	Sum	Immediate 0-1 Year	Medium 2-5	Long 5 -10
<b>1</b>	<b>Backlog Maintenance</b>				
1.1	Enabling works				
1.1.1	Remove all loose fittings and furniture from the building, including all black-out blinds.	2,500.00	2,500.00		
<b>1.2</b>	<b>Remedial works</b>				
1.2.1	Repair rot-affected valley gutter	6,750.00	6,750.00		
1.2.2	Provisional allowance for additional rot works	10,000.00	10,000.00		
1.2.3	Carry out targeted removal of internal finishes from other pitched roof eaves, ridges and abutments.	2,000.00	2,000.00		
1.2.4	Immediate masonry stabilisation on health & safety grounds	4,375.00	4,375.00		
1.2.5	Renewal of pinnacles	17,500.00		17,500.00	
1.2.6	Carry out localised repairs of missing or damaged slates	4,000.00	4,000.00		
1.2.7	Strip off existing internal wall and ceiling finishes around SE corner of existing male changing room. Apply specialist treatments to remove internal fungal growths	500.00	500.00		
1.2.8	Install drainage connections to the freely discharging downpipe at the east gable of the north hall.	500.00	500.00		
1.2.9	Ensure all windows and doors are secure and weathertight. Replace broken panes or provide temporary glazing where necessary				
a	Immediate works to ensure wind and watertight and secure	5,000.00	5,000.00		
b	Overhaul small windows	7,200.00		7,200.00	
c	Overhaul large windows	3,750.00		3,750.00	
1.2.10	Repair flat roofs				
a	Short term works	7,500.00	7,500.00		
b	Full replacement	22,500.00		22,500.00	

1.2.11	Redecoration and repair of all existing rainwater goods	-			
a	Immediate emergency works not requiring scaffold	1,000.00	1,000.00		
b	Gutters - repair and redecorate	5,250.00		5,250.00	
c	Downpipes - repair and redecorate	4,200.00		4,200.00	
1.2.12	Replacement of all pitched roof valley, abutment, skew and ridge flashings	10,942.75		10,942.75	
1.2.13	Installation of lead channels or similar to low pitched roofs to main hall, to eliminate water damage to slating from rainwater downpipes above	5,460.00		5,460.00	
1.2.14	Further investigatory work to determine whether the north Hall requires full or partial reslating	1,500.00	1,500.00		
1.2.15	Allow for re-slate if required	15,860.00		15,860.00	
1.2.16	Develop a holistic architectural conservation strategy for the repair or replacement of all external masonry.	2,500.00		2,500.00	
1.2.17	Full stonework overhaul - provisional assessment	150,000.00			150,000.00
1.2.18	Remove vegetation	2,000.00	2,000.00		
<b>2</b>	<b>Upgrade work</b>				
<b>2.1</b>	<b>Insulation work</b>				
2.1.1	Insulate flat roofs when re-covering	12,000.00		12,000.00	
a	Make good junctions adjacent	4,200.00		4,200.00	
2.1.2	Insulate suspended timber floor.	28,250.00	14,125.00	14,125.00	
2.1.3	Window upgrades - secondary glazing	50,500.00	1,500.00	24,000.00	25,000.00
a	Small windows				
b	Large windows				
2.1.4	Draught-strip existing doors.	4,500.00	4,500.00		
2.1.5	New rooflights	4,500.00	4,500.00		
		-			
<b>2.2</b>	<b>Services</b>	-			
2.2.1	Service & Minor repairs	10,000.00	10,000.00		
2.2.2	Renew heat source - assume gas fired boiler	25,000.00		25,000.00	
2.2.3	Renew LTHW pipework	10,000.00		10,000.00	
2.2.4	Renew radiators	10,000.00		10,000.00	
2.2.5	Renew point of use hot water heaters	8,400.00	8,400.00		
2.2.6	Renew cold water pipework	7,000.00	7,000.00		
2.2.7	Minor electrical modifications to suit immediate uses	10,000.00	10,000.00		

2.2.8	Overhaul electrical installation. Renew distribution boards, electrical distribution wiring, light fittings, data, fire alarm, security.	125,000.00		125,000.00	
2.2.9	Ventilation install - WCs	10,000.00	10,000.00		
2.2.10	Ventilation install - kitchens	10,000.00	10,000.00		
		-			
<b>3</b>	<b>Alterations - as per GLM plans</b>				
3.1	Downtakings	12,000.00	12,000.00		
3.2	New construction				
3.2.1	New single storey section for Female WCs	22,280.00	22,280.00		
3.2.2	New drainage	6,500.00	6,500.00		
3.2.3	New steps/stairs				
a	Level change ramp/steps by Female WCs	7,500.00	7,500.00		
3.2.4	New partitions	25,710.00	25,710.00		
3.2.5	Finishes				
a	Floor finishes	10,635.75	10,635.75		
b	Wall & ceiling finishes	56,875.00	56,875.00		
3.2.6	Sanitaryware	13,400.00	13,400.00		
3.2.7	Fittings & Fixed Furniture	35,000.00	25,000.00	10,000.00	
<b>B</b>	<b>SUBTOTAL BUILDER WORKS</b>	<b>812,038.50</b>	<b>307,550.75</b>	<b>329,487.75</b>	<b>175,000.00</b>
	<b>Prelims</b>	<b>121,805.78</b>	<b>46,132.61</b>	<b>49,423.16</b>	<b>26,250.00</b>
		-			
<b>C</b>	<b>CONSTRUCTION WORKS TOTAL</b>	<b>933,844.28</b>	<b>353,683.36</b>	<b>378,910.91</b>	<b>201,250.00</b>
		-			
<b>D</b>	<b>Fees</b>	<b>130,738.20</b>	<b>49,515.67</b>	<b>53,047.53</b>	<b>28,175.00</b>
		-			
<b>E</b>	<b>Misc</b>	<b>46,692.21</b>	<b>17,684.17</b>	<b>18,945.55</b>	<b>10,062.50</b>
		-			
<b>F</b>	<b>Contingency</b>	<b>111,127.47</b>	<b>42,088.32</b>	<b>45,090.40</b>	<b>23,948.75</b>
		-			
<b>G</b>	<b>TOTAL</b>	<b>1,222,402.16</b>	<b>462,971.52</b>	<b>495,994.38</b>	<b>263,436.25</b>

Excludes VAT, loose furniture and equipment, inflation.

## APPENDIX 3 – Roadmap to Net Zero Carbon Emissions

# St Oswald Hall

## **Roadmap to Net Zero Carbon Emissions**

Author: Antoine Reguis

## Contents

1. Historical Energy Use .....	3
1.1. Energy Use .....	3
1.2. Cost of energy .....	3
1.3. Annual energy bill .....	3
1.4. Hours of use .....	3
2. Decarbonisation of the electric grid .....	4
3. Scenarios .....	4
4. Energy Use Intensity .....	4
5. Cost .....	5
6. Carbon Emissions .....	6
7. Limitations .....	7
8. Discussion .....	7
9. Conclusion / Recommendation .....	8



## 1. Historical Energy Use

Historical energy use has been provided by The City of Edinburgh Council for the 4 years 2013-14 to 2016-17.

### 1.1. Energy Use

Average energy use for 4 years (2013-14 to 2016-17) is:

	4 year average
Gas	203,906 kWh
Electricity	138,996 kWh

### 1.2. Cost of energy

The average cost of energy for the year 2019 is<sup>1</sup>:

	Cost
Gas	3.74 p/kWh
Electricity	15.75 p/kWh

### 1.3. Annual energy bill

Estimated annual energy bill for St Oswald Hall, based on 2019's cost of energy:

	Annual cost
Gas	7,626 £ / year
Electricity	21,892 £ / year
<b>Total energy bill</b>	<b>29,518 £ /year</b>

The Gross Internal Floor Area used is 860sqm.

### 1.4. Hours of use

The building was used as an annex of Boroughmuir High School and it is assumed that hours of use were similar as Boroughmuir High School, except for Saturday, ie:

Day	Start	Finish
Mon	06:00	22:00
Tue	06:00	22:00
Wed	06:00	22:00
Thu	06:00	22:00
Fri	06:00	17:00
Sat	Unoccupied	Unoccupied
Sun	Unoccupied	Unoccupied

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<sup>1</sup> Energy Saving Trust, March 2019

## 2. Decarbonisation of the electric grid

The rise of electricity from low carbon sources involves a reduction in the carbon intensity of the electric grid. The Department for Business, Energy and Industrial Strategy (BEIS) provides projections for the grid intensity to 2050, for modeling purpose<sup>2</sup>, see Figure 1. By 2019, the carbon intensity of the electric grid is expected to be lower than the gas grid.

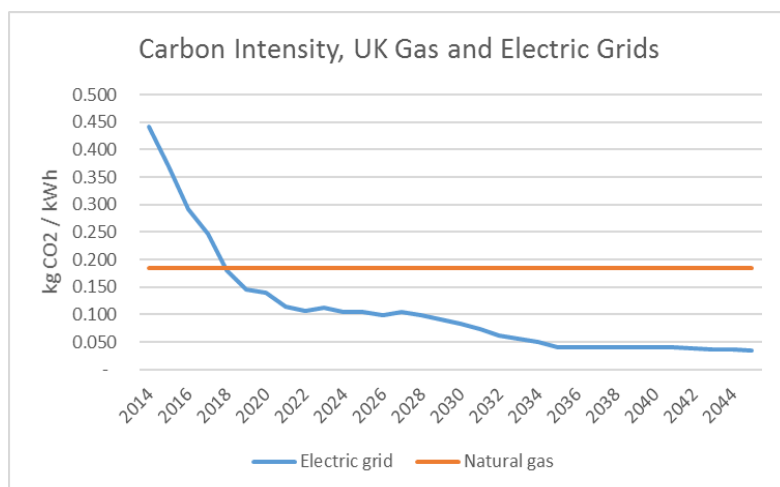


Figure 1: Carbon intensity of gas and electricity grid, projection 2050.

## 3. Scenarios

Several scenarios are developed to evaluate their impact on energy use, cost of energy and carbon emissions:

- **Business as usual:** The current system is kept and the heat demand is met by a mix of gas boiler and electric radiator.
- **Gas boiler:** The electric radiators are removed and the heat demand is only met by gas boiler.
- **Deep retrofit:** The envelope of the building is going through a Passivhaus retrofit (namely, EnerPHit), where the maximum Energy Use Intensity is 25kWh/sqm for heat demand. In this scenario, the heat demand is met by gas boiler.
- **Electric heating:** The heat demand is met by electric radiators.
- **Heat pump:** The heat demand is met by heat pump with a Seasonal Performance Factor (SPF) of 2.5. An SPF of 2.5 is the minimum to be eligible to Renewable Heat Incentive (RHI)<sup>3</sup>.
- **Heat network:** The heat demand is met by a low temperature heat network, namely 4<sup>th</sup> Generation District Heating (4GDH).

## 4. Energy Use Intensity

For each scenario, the Energy Use Intensity is detailed in the Table 1

	Business as Usual	Gas boiler	Deep retrofit (EnerPHit)	Electric heating	Heat pump	4GDH
Gas EUI (kWh/sqm)	237	339	25	339	339	339
Electricity EUI (kWh/sqm)	162	60	60	60	60	60

Table 1: Energy Use Intensity (EUI) for various retrofit scenarios

<sup>2</sup> This is different from the carbon intensity used by companies to calculate annual carbon reporting.

<sup>3</sup> [https://www.ofgem.gov.uk/sites/default/files/docs/2015/02/es888\\_rhi\\_easyguide\\_to\\_heat\\_pumps.pdf](https://www.ofgem.gov.uk/sites/default/files/docs/2015/02/es888_rhi_easyguide_to_heat_pumps.pdf)

The average electricity use (lighting, domestic hot water and unregulated electricity use) in public buildings in Edinburgh in 60kWh/sqm/yr<sup>4</sup> This value has been used in the various retrofit scenarios as a baseload value.

The average energy use in public buildings in Edinburgh for heating is 156kWh/sqm. Given the architectural specificity of St Oswald Hall, it is expected that the heat demand is above the average value.

## 5. Cost

Table 2 and Figure 2 shows the impact on the annual energy bill of the various retrofit scenarios.

	<b>Business as Usual</b>	<b>Gas boiler</b>	<b>Deep retrofit (EnerPHit)</b>	<b>Electric heating</b>	<b>Heat pump</b>
<b>Gas EUI (£)</b>	£7,626	£10,895	£804	-	-
<b>Electricity EUI (£)</b>	£21,892	£8,127	£8,127	£54,007	£21,603
<b>Total energy cost (£)</b>	<b>£29,518</b>	<b>£19,022</b>	<b>£8,931</b>	<b>£54,007</b>	<b>£21,603</b>

Table 2: Cost of energy for each scenario. Based on 2019 values

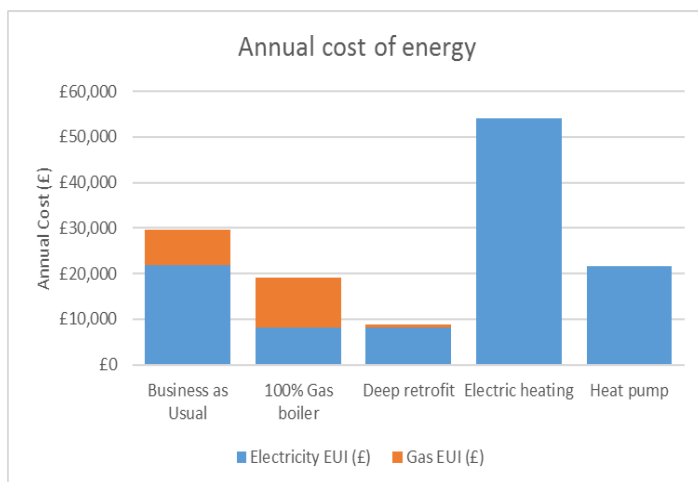


Figure 2: Annual energy bill for various scenarios.

The cost of energy from a heat network is not discussed in this analysis. While heat networks generates grid losses (+15%) they also have the potential to produce heat at lower cost by many means including economies of scale, revenue from their capacity to balance the grid (large storage capacity) and the use of low-cost electricity.

<sup>4</sup> Scottish Energy Centre, Edinburgh Napier University

## 6. Carbon Emissions

The Scottish Government has set a target to reach Net Zero emissions by 2045<sup>5</sup>, following the recommendations of the Committee on Climate Change. The City of Edinburgh Council has set its own target to reach Net Zero emissions by 2030<sup>6</sup>.

Carbon emission is a direct consequence of the quantity of energy used by a building and the carbon intensity of the energy source. Therefore, there is two approaches to reduce carbon emissions, (i) reduce energy demand or (ii) rely on low carbon energy source.

The figures below show carbon emissions by 2045 for the various scenarios. It shows that trajectories in line or approaching the Scottish Government target are the one where gas is a limited source of energy, either because the heat demand is low (EnerPHit scenario) or the source of energy is decarbonised (electricity). The carbon intensity of 4<sup>th</sup> generation Heat Network is expected to be close to the one delivered by the heat pumps.



Figure 3: Carbon emissions by 2045 for each scenario.

<sup>5</sup> <https://www.gov.scot/news/scotland-to-become-a-net-zero-society/>

<sup>6</sup> <https://www.edinburgh.gov.uk/news/article/12726/road-map-published-for-a-net-zero-carbon-edinburgh-by-2030>

## 7. Limitations

- Efficiency of gas boiler is not investigated. It is likely that a new gas boiler will reach a higher efficiency and reduce energy use, cost and carbon emissions.
- The impact of global warming is not investigated. By 2050. It could lead to a reduction of 24% of the heat demand in Scotland, from 2015's values.
- The level of energy produced by self-generation technologies such as PV Panel and Thermal Panels is expected to be marginal compared to the level of energy demand of St Oswald Hall. It has therefore not been considered in this approach.

## 8. Discussion

St Oswald Hall is a typical "Hard to treat" building and historical cities like Edinburgh have an extended stock of similar buildings. In that case, the generally recommended Fabric First approach could quickly reach its limit to have the buildings "2050 ready". A deep retrofit, up to the Passivhaus standard, is expected difficult and costly.

A move away from gas towards direct electric radiators will deliver significant carbon emissions reductions but the cost of gas being 4.2 times cheaper than electricity, the final energy bill would be high. Therefore, keeping the gas as a main source of heat is the cheapest option but would miss the Net Zero target.

Low carbon heat sources like heat pumps (Air source, Ground source or Waste Water Heat Recovery) can deliver heat at lower cost than direct electric radiators. Governmental incentive exists (RHI) to support the development of such technologies. Heat pumps need space for external units (evaporator, bore holes or energy centre). Further investigations are needed to evaluate the possibility to install heat pump locally.

4<sup>th</sup> generation district heating (or low temperature heat network) is a technology that enable the use of renewable energy. Along Gas grid and Electricity grid, Thermal grids can contribute to a global energy transition towards 100% renewable energy system (Lund, 2014). The Committee on Climate Change has identified low carbon district heating as a key component, especially in dense areas, to meet UK's carbon neutral target in 2050<sup>7</sup>. The main obstacle for its development is the significant capital investment needed. The timescale for the development of heat networks will be over many years.

Access to a local heat network for St Oswald Hall is not going to occur in the short term.

Low carbon technologies (Heat pumps or 4GDH) are best efficient when the temperature flow is below 60°C but existing buildings have been design to operate at higher temperature (80°C). Keeping gas as a heat source may be worthwhile in the short term but when new gas boiler reaches the end of its life (typically 15 years) and is replaced by a low temperature system (individual heat pumps or district heating) a retrofit of internal heat emitters will be necessary to cope with low temperature heat. Savings can be made by having buildings "low temperature ready" and final cost saving could be approximately £1,500-£5,500 per domestic unit depending on archetype<sup>8</sup>, and expected more on non-domestic buildings. Aside from the financial savings, the future disruption would be limited when a connection to low temperature heat will be available.

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<sup>7</sup> <https://www.theccc.org.uk/publication/net-zero-the-uks-contribution-to-stopping-global-warming/>

<sup>8</sup> <https://www.theccc.org.uk/wp-content/uploads/2019/07/The-costs-and-benefits-of-tighter-standards-for-new-buildings-Currie-Brown-and-AECOM.pdf>

Furthermore, installing low temperature radiators or underfloor heating in buildings presents an immediate benefit on CO<sub>2</sub> emissions and energy bill as this would provide a lower return temperature to the condensing gas boiler and thus increase its efficiency by 3%.

High ceilings such as St Oswald Hall present the risk of stratification of heat. In that situation, it is best to use underfloor heating. That would increase comfort and save energy as warm air outside the occupied zone does not contribute to comfort and represents a waste of energy. The cost of installation of underfloor heating system can be significant, especially in retrofit projects.

Occupancy pattern will impact the efficiency of a low temperature system. Further investigations are required to evaluate the full extent of this impact.

## **9. Conclusion / Recommendation**

This report is a high level approach and needs further investigation to quantify each option.

St Oswald Hall is one of the most difficult buildings to retrofit for a Net Zero strategy.

Access to low carbon heat may be difficult because of space restriction (heat pump) or absence of local low carbon heat network.

A moderate reduction of the heat demand is certainly possible with insulation measures but reaching Net Zero target only with envelope retrofit and heat recovery (EnerPHit) may be challenging and costly.

Electric radiators, especially those with high level of radiant heat transfer, would provide comfort to occupants and allow to meet Net Zero target. The cost of electricity would involve high energy bills.

*In a short term*, refurbishment of the building could be an opportunity to install underfloor heating or low temperature radiators. They would provide comfort to occupants while enabling long term connection to low carbon heat technology. Further study would be necessary to identify and size appropriate heating elements, with associated cost.

## Appendix 7

### **Use of St Oswald's Hall by Bruntsfield Staff, Pupils, Parents, Carers and the Community**

Dear Councillors,

I write to give support to the use of St Oswald's Hall by pupils, parents, carers, staff and the community associated with Bruntsfield Primary School.

We have had many meetings to discuss possible uses, with our Parent Council having consulted widely for the project and fundraised to secure this opportunity.

I shall list the areas in which we would be able to make use of the Hall, assuming all the Health and Safety regulations are met and the Council has given permission for us to do so:

1. Breakfast Club – we have one in School, depending on the facilities, this may be a preferred location and would allow us to use our Gym Hall for a morning exercise class.
2. After School Clubs: at the moment, 4 sites are used for Clubs including all our school halls and General Purpose Rooms. Having access to St Oswald's would improve safety and attendance as the children would not need to move locations, crossing busy roads, sited as it is next door to the school.
3. After School Care: Kidzcare are our after school care providers and have a waiting list. If they could have additional space in the Hall, it would allow all our parents and carers to use the same provider, close to the school. We currently use Skool Is Out in another school for some of our children.
4. Depending on the layout and facilities, we could use the space during the day for 'break out classes', drama, music, yoga etc.
5. Evening Lets: the community would make use of the Hall for some evening lets, especially when we use the School for Parent Consultations etc.
6. Parents and Carers: there are suggestions on activities to support families new to and in the area in ICT, activities, and languages, all of which would benefit our families and children.
7. We are keen to develop links with the elderly residents in our community - having the children talk to them in a coffee and chat morning has been proposed and St Oswald's Hall would be ideal for this kind of intergenerational exchange and engagement.

If there is any further information you require, please let me know.

Yours sincerely,

Carol Kyle

Head Teacher

Bruntsfield Primary School, 12 Montpelier, Edinburgh, EH10 4NA

Tel: 0131 229 1821

To whom it may concern

St Oswald's Church, Bruntsfield

I am writing in support of the community based project to acquire St Oswald's Church in Bruntsfield, Edinburgh, for the benefit of the community.

I have been a councillor for the area for 8 years now and throughout that time there has always been a lack of local space for community use. There is no traditional Edinburgh Council run community centre in the whole Morningside Ward. There are several church halls and rooms in Bruntsfield, including of course the Eric Liddell Centre which is part of this group, but these spaces are always fully booked well in advance, and those running them welcome this initiative knowing it will provide much needed 'fit for purpose' space that can be used across the community.

Since the new Boroughmuir High School opened in the next ward, the church has remained closed and the building is deteriorating. For the last few years my constituents have contacted me concerned about its future. From my conversations locally, it is clear that those living in the streets directly around the Church and the wider community are not just in support of the project, but are keenly excited by the prospect of a community run building that would benefit the local people.

Bruntsfield has a good record in proactively supporting community-based initiatives, including the first urban community owned green-grocer in Scotland. I believe the local support is solid and will contribute a great deal to the success of this project for St Oswald's.

I am very impressed with the work of the Bruntsfield St Oswald's and their communications with our community. The Ward councillors have been kept informed as the project has progressed and were invited to the community consultations that have taken place. Most recently we have had a briefing on the developing business case and next steps towards securing the use of the building: the culmination of an enormous amount of work with a solid and realistic case being put forward.

My thanks go to the Bruntsfield St. Oswald's volunteers who have had the vision and commitment to take this project forward to this point. I share their belief that their approach will bring a beautiful neglected building back in to use for the future benefit for the Bruntsfield community. I hope that you are able to support the project so that St Oswald's Church can become a thriving centre for the community once again.

Cllr Melanie Main

Morningside Ward

City of Edinburgh Council

April 2020