



**UNTO THE RIGHT HONOURABLE
THE LORDS OF COUNCIL AND SESSION**

THE PETITION

of

WEST LOTHIAN COUNCIL, constituted under the Local Government etc. (Scotland) Act 1994, having its headquarters at West Lothian Civic Centre, Howden South Road, Livingston, West Lothian, EH54 6FF

PETITIONER

for

authority under section 75(2) of the Local Government (Scotland) Act 1973 to grant a lease of subjects forming part of the Common Good of Bathgate

HUMBLY SHEWETH:-

General Background

- 1 That the petitioner is West Lothian Council, constituted under the Local Government etc. (Scotland) Act 1994, having its headquarters at West Lothian Civic Centre, Howden South Road, Livingston, West Lothian, EH54 6FF. It is the heritable proprietor of the lands which form part of the Common Good of the former Royal Burgh of Bathgate in terms of (i) the Local Government (Scotland) Acts 1929, 1947 and 1973, (ii) the Local Authorities Property etc. (Scotland) Order 1973, (iii) the Local Government (Scotland) Act 1994, and (iv) the Local Authorities (Property Transfer) (Scotland) Order 1995.
- 2 That the Common Good of Bathgate includes, inter alia, an area of recreation ground extending to 9.315 acres known as Meadowpark, Bathgate ("**the recreation ground**"). The recreation ground lies generally to the south of Glasgow Road, Bathgate and to the west of Bathgate Water. It is shown shaded pink on the plan ("**the location plan**")

shown on Schedule 2 hereto. The recreation ground was conveyed by the Disposition by the Trustees of the Bathgate Curling Club to the Provost, Magistrates and Councillors of The Burgh of Bathgate dated 26 and 27 July 1928 and recorded in the General Register of Sasines for the County of West Lothian on 14 September 1928. A copy of the said disposition is produced and referred to for its whole terms which are incorporated herein *brevitatis causa*. The petitioner has recorded its title to the recreation ground by way of a Notice of Title (wherein the recreation ground is more particularly described) recorded in the said Division of the General Register of Sasines on 22 March 2001. A copy of the Notice of Title is produced and referred to for its whole terms which are incorporated herein *brevitatis causa*.

- 3 That the recreation ground has been entered in the Register of Common Good which the petitioner is obliged to establish and maintain under section 102 of the Community Empowerment (Scotland) Act 2015 ("**the 2015 Act**"). A copy of the relevant entry in the register is produced.
- 4 That a sports pavilion known as Meadowpark Pavilion ("**Meadowpark Pavilion**" and where the context requires, "**the Premises**") lies on the northeast of the recreation ground. It is shown hatched in black on the location plan. As a building on the ground, Meadowpark Pavilion also forms part of the Common Good of Bathgate. It was designed and built primarily to provide team changing facilities for the grass pitches which lie on the recreation ground. It includes four team changing rooms, a referee changing room, shower facilities and a single toilet.
- 5 That as hereinafter referred to, the petitioner proposes, subject to the approval of the Court, to grant a lease of Meadowpark Pavilion to Bathgate Thistle Community Football Club ("**BTCFC**") under the terms of a full repairing and insuring community benefit lease ("**the Proposed Lease**"). The key terms of the Proposed Lease are set out in Schedule 3 hereto. The petitioner understands that the terms of the Proposed Lease will be acceptable to BTCFC.
- 6 That BTCFC is unable to secure funding to enter into the Proposed Lease and for its proposed improvements to Meadowpark Pavilion as hereinafter referred to, until the court gives the petitioner authority to enter into the Proposed Lease.
- 7 That the Proposed Lease would be a disposal of part of the Common Good of Bathgate, as defined by section 75(2) of the 1973 Act. The petitioner has no power to grant such a lease without the authority of the Court. The petitioner is accordingly

under the necessity of applying to the Court for authority to grant the proposed lease.

Statutory Provisions

- 8 That **the Local Government (Scotland) Act 1973** (“the 1973 Act”) is in the following terms:

Section 75

“(1) ...

- (2) *Where a local authority desire to appropriate or dispose of land forming part of the common good with respect to which land a question arises as to the right of the authority to alienate, they may apply to the Court of Session or the sheriff to authorise them to appropriate or dispose of the land, and the Court or sheriff may, if they think fit, authorise the authority to appropriate or dispose of the land subject to such conditions, if any, as they may impose, and the authority shall be entitled to appropriate or dispose of the land accordingly”.*

- 9 That the **Community Empowerment (Scotland) Act 2015** (“the 2015 Act”) includes the following provisions:

“Section 102 Common good registers

- (1) *Each local authority must establish and maintain a register of property which is held by the authority as part of the common good (a “common good register”)*”

“Section 104 Disposal and use of common good property: consultation

- (1) *Subsection (2) applies where a local authority is considering—*
- (a) *disposing of any property which is held by the authority as part of the common good, or*
 - (b) *changing the use to which any such property is put.*

- (2) *Before taking any decision to dispose of, or change the use of, such property the local authority must publish details about the proposed disposal or, as the case may be, the use to which the authority proposes to put the property.*
- (3) *The details may be published in such a way as the local authority may determine.*
- (4) *On publishing details about its proposals under subsection (2), the local authority must—*
- (a) *notify the bodies mentioned in subsection (5) of the publication, and*
 - (b) *invite those bodies to make representations in respect of the proposals.*
- (5) *The bodies are –*
- (a) *where the local authority is Aberdeen City Council, Dundee City Council, the City of Edinburgh Council or Glasgow City Council, any community council established for the local authority's area,*
 - (b) *where the local authority is any other council, any community council whose area consists of or includes the area, or part of the area, to which the property mentioned in subsection (1) related prior to 16 May 1973, and*
 - (c) *any community body that is known by the authority to have an interest in the property.*
- (6) *In deciding whether or not to dispose of any property held by a local authority as part of the common good, or to change the use to which any such property is put, the authority must have regard to—*
- (a) *any representations made under subsection (4)(b) by a body mentioned in subsection (5), and*
 - (b) *any representations made by other persons in respect of its proposals published under subsection (2)."*

“Section 105 Disposal etc. of common good property: guidance

- (1) *In carrying out any of the duties imposed on it by section 104, a local authority must have regard to any guidance issued by the Scottish Ministers in relation to the duties.*
- (2) *A local authority must have regard to any guidance issued by the Scottish Ministers in relation to the management and use of property that forms part of the common good.”*

Background to the Proposed Lease

- 10 That the petitioner owns 54 pavilions at various locations across West Lothian. Of that number, 37 are leased to a range of local community clubs and organisations who manage and operate them on a day-to-day basis. The leases of those pavilions are typically full repairing and insuring community benefit leases (“**community benefit leases**”). Under community benefit leases: (i) the market rent is usually waived in exchange for the non-financial benefits which the tenant delivers to the community; and (ii) the tenant accepts responsibility for the other occupational costs and responsibilities pertaining to the Premises including utility charges, repairs and maintenance and the costs associated with ensuring the Premises comply with all statutory requirements.
- 11 That the remaining 17 pavilions which are not let out on community benefit leases are managed by the petitioner in partnership with West Lothian Leisure (commonly known as “**Xcite**”) which is a local not for profit community leisure trust. Those pavilions are let out on an hourly basis, with keyholding, bookings and cleaning being undertaken by West Lothian Leisure.
- 12 That facing a shortfall in its financial budget for the financial years 2023/24 to 2027/2028, the petitioner sought to identify a range of potential savings which could be made. As part of that exercise, it considered whether it could reduce its expenditure on the 17 sports pavilions which remained under its control. In order to ascertain the potential for such savings, it analysed the booking data for those pavilions (including Meadowpark Pavilion). The data showed that there had been few bookings of Meadowpark Pavilion during the period under review.

- 13 That at a special meeting of the petitioner on 21 February 2023, it agreed a five-year General Services Revenue budget strategy for the financial years 2023/24 to 2027/28. A range of savings measures were approved including the closure of those pavilions which remained under the petitioner's control unless suitable community clubs or third sector organisations could be identified to lease them under community benefit leases. The petitioner was keen to find solutions with such clubs and organisations which would allow the pavilions to remain open and available for use by the community. A copy of an extract of the relevant part of the report prepared by the Head of Finance and Property Services for the meeting on 21 February 2023, together with a copy of the relevant part of the Minutes of the meeting, are produced.
- 14 That following the petitioner's decision on the pavilions which remained under its control, it identified those local community organisations which it considered suitable to take a lease of the pavilions under community benefit leases. It thereafter contacted those organisations to make them aware of the pavilions which were available. In respect of Meadowpark Pavilion, it identified that there were several community organisations which were likely to be suitable tenants under a community benefit lease.
- 15 That given Meadowpark Pavilion was built primarily to provide team changing facilities for the adjacent grass pitches, the petitioner approached BTCFC to ascertain its interest in leasing it under a community benefit lease. BTCFC is the largest community sports club in Bathgate and generally in West Lothian. It has over 500 registered players (approximately 400 boys and just over 100 girls) and approximately 170 club officials. Its players are divided into approximately 40 teams, including boys' and girls' teams, at a range of age groups. In November 2023 it was confirmed by the Scottish Football Association as the national Best Community Football Club 2023. BTCFC is experiencing rapid growth in its membership and increasing demand for the facilities it provides. It has expressed a wish to lease Meadowpark Pavilion under a community benefit lease to enable it to meet those demands.
- 16 That having initiated discussions with BTCFC, officers of the petitioner were made aware that since 2011 Meadowpark Pavilion has been used on an informal basis by Bathgate Amateur Weightlifting Club ("**BAWC**"). BAWC is an affiliated member of the Bathgate Community Centre Management Committee ("**BCCMC**"). BAWC has fourteen registered members with a lesser number of active members. None of the members pay a subscription. It was previously based in the Bathgate Community Centre which closed in 2011. BAWC could not be accommodated in the replacement

community facility in Bathgate – the Jim Walker Partnership Centre. As a result, BAWC was given use of accommodation within the Meadowpark Pavilion.

- 17 That no agreement was reached between the petitioner and BAWC regarding the extent of, and the periods during which it would have, an entitlement to use accommodation within the Meadowpark Pavilion. There are accordingly no formal arrangements in place for its use of the Premises. The Premises are typically used by a maximum of two BAWC's members at any one time during some (but not all) weekday evenings. BAWC currently uses two changing rooms within the Premises for storing and using its weightlifting equipment. The equipment is heavy and is fixed in position. In effect, the two changing rooms are permanently occupied by BAWC. They are not therefore available to be used along with the remaining accommodation in the Premises. When working with moveable weightlifting equipment, BAWC's members also make use of approximately 50% of the central corridor within the Premises. When not being used, the moveable equipment is stored in the two changing rooms which house the fixed equipment.
- 18 That BCCMC approached the petitioner with a request that it should be permitted to lease Meadowpark Pavilion in its entirety under a community benefit lease. The petitioner understands that BCCMC wishes to facilitate BAWC's continued use of the Premises and to explore opportunities for the Premises to be used by the wider community.
- 19 That at the meeting of the Executive of the petitioner on 15 August 2023, it was resolved that it would continue to have discussions with those community groups who had expressed an interest in taking a community benefit lease of the pavilions. A copy of the relevant part of the Minutes of the meeting on 15 August 2023 is produced. In the case of Meadowpark Pavilion, the resolution resulted in further discussions with BTCFC, BAWC and BCCMC.
- 20 That given BTCFC's interest in taking a community benefit lease and BAWC's existing use of the Premises, officers of the petitioner provided assistance to BAWC in exploring whether there were alternative facilities which would meet its requirements. No potential alternative facilities could be identified. The petitioner also considered whether it would be possible for BTCFC and BAWC to share the use of Meadowpark Pavilion. Due to child safeguarding requirements, concerns around logistics and the fact BAWC's weightlifting equipment is secured to the floor in two of the four changing rooms, BTCFC advised that a sharing arrangement with BAWC would not be

achievable. Officers of the petitioner thereafter encouraged BAWC to engage with other third sector organisations to identify whether alternative arrangements could be made. The petitioner also considered whether accommodation could be provided in the other buildings which are under its control or in those which are managed by Xcite. No viable alternative facilities were identified.

- 21 That at a meeting of the Executive of the petitioner on 12 December 2023, the petitioner considered the competing interests of BTCFC and BAWC in Meadowpark Pavilion. Having considered the issues, the Executive resolved that an opportunity should be given to officers of the petitioner, BTCFC and BAWC, to work together to try to find an amicable solution which met the accommodation and operational needs of both organisations. A copy of an extract of the relevant part of the report prepared by the Head of Finance and Property Services for the meeting, together with a copy of the relevant part of the Minutes of the meeting, are produced.
- 22 That officers from the petitioner, met with representatives of BTCFC, BAWC, BCCMC and The Friends of Meadowpark (“**TFOM**”) on 10 January 2024. During that meeting there were further discussions about whether it may be possible to timetable BTCFC’s and BAWC’s respective use of the Meadowpark Pavilion. It was agreed that was not a viable option due to: (a) the fact the weight training equipment is fixed in two of the four changing rooms; (b) two changing rooms will not provide adequate facilities for BTCFC; and (iii) that such restriction in the available accommodation will be an impediment to BTCFC securing funding for the Premises to make them suitable for both boys and girls. The parties also discussed BTCFC providing BAWC with a secure shipping container to be located adjacent to the Premises for the storage of weightlifting equipment. Given the nature and weight of the equipment involved, it was not considered to be a workable solution. The possibility of BTCFC paying for gym memberships at Xcite in Bathgate was not acceptable to BAWC. BAWC proposed that an extension be added to Meadowpark Pavilion. The petitioner does not have funding for building an extension. There is no guarantee that funding will be made available by a third party for such an extension. Even if funding could be secured, the timescales for delivery are uncertain. BAWC would in the meantime continue to occupy two of the changing rooms and the corridor. As previously averred, such restricted accommodation will not meet BTFCF’s needs and will be an impediment to BTCFC securing funding for the Premises.
- 23 That a report from the Head of Finance and Property Services on the discussions which

took place among the petitioner's officers, BTCFC, BAWC, BCCMC and TFOM, was prepared for consideration at a meeting of the Executive of the petitioner on 6 February 2024. A copy of an extract of the relevant part of that report is produced. At the meeting, oral representations were made by representatives of BTCFC and BAWC. Following consideration of the report and the oral representations, the meeting resolved that officers of the petitioner should proceed with the statutory eight-week community consultation on a proposal to lease Meadowpark Pavilion to BTCFC in terms of the Proposed Lease. A copy of the relevant part of the Minutes of the meeting is produced.

Community Consultation on the Proposed Lease

24 That in accordance with the requirements of section 104 of the 2015 Act, the petitioner ran a community consultation process for the eight-week period between 1 March 2024 to 26 April 2024. As part of the consultation, details of the proposal to lease Meadowpark Pavilion to BTCFC on a community benefit lease were:

- (i) emailed to TFOM, BCMMC, Bathgate Community Council ("**BCC**"), West Lothian Joint Forum of Community Councils, Bathgate Community Development Trust, Bathgate Together, The Bathgate Procession, The West Lothian Voluntary Sector Gateway and a range of local sports clubs. A copy of the standard email which was sent is produced;
- (ii) published on the petitioner's website and on the petitioner's social media platforms for the entire period. A copy of the notice which appeared on the petitioner's website and social media platforms is produced; and
- (iii) circulated to each of the elected members for the ward and to the local MP and MSP. A copy of the details which were circulated is produced.

In addition, hard copies of the proposal were made available upon request at the local community centre (the Jim Walker Partnership Centre) in Bathgate. A copy of the proposal was also posted on the notice board at that location. A hard copy of the proposal was also affixed to Meadowpark Pavilion. The hard copy was inspected periodically and replaced as necessary. A copy of the notice which was posted at the sites is produced.

25 That during the consultation period, the petitioner received twenty-four representations. Of that number:

- (i) four supported the proposal. Those supporting the proposal were: (a) S.M.I.L.E. Counselling (a local mental health charity); (b) the Scottish Football Association; (c) a local resident; and (d) BTCFC. A copy of those representations is produced. In its representations, BTCFC informed the petitioner that it had engaged with the local community via an online electronic survey and in-person public engagement events at Meadowpark and at Balbairdie Park in Bathgate over the weekends on 23 and 24 March 2024 and 13 and 14 April 2024. As part of its representations, BTCFC provided the petitioner with the names of over eight hundred individuals and members of the local community who had completed its online survey and who had confirmed their support for the Proposed Lease. BTCFC also advised that at the public engagement events it had spoken to over 200 individuals who had provided overwhelming feedback in support of the proposal. In its representations, BTCFC reiterated its earlier assurances: (a) that its intention is to invest in, and improve, the facility to make the Premises suitable for all users; and (b) that it would make them available to support club and community activities and events. A copy of the representations from BTCFC is produced.
- (ii) sixteen expressed concern about a lease of the Meadowpark Pavilion being granted to BTCFC. The common theme in those objections was the Proposed Lease would be to a single user who would use the Premises to the exclusion of other community groups. A copy of those representations is produced.
- (iii) four objected to the proposal. Those objections were received from:
 - (a) BCCMC. Its objections included that the Proposed Lease would result in BAWC having to leave Meadowpark Pavilion and that the Bathgate community had not been made aware that it also wished to take a community benefit lease to make the Premises available to all user groups in Bathgate. A copy of the representations from BCCMC is produced;
 - (b) TFOM. This group objected on the grounds that the community should control the use of Meadowpark; that Meadowpark Pavilion should be

leased to BCC (who it understood had offered to take a lease on similar terms to BTCFC); and that BCC would run the property for the benefit of all users. A copy of the representations from TFOM is produced.

- (c) BCC. The council objected on the grounds, among others, that in its view the Proposed Lease is not conducive to good community relations; that BAWC already had the use of two of the changing rooms; that BTCFC would use the Premises only in the summer months compared to BAWC which use them all year round; that there will be no overlap in the use of Meadowpark Pavilion if a timetable is put in place; it is extremely unlikely BTCFC will wish to use the Premises for children's football; that it appears BTCFC wish to have control over the playing fields adjacent to the Premises; and that the Premises should be made available to all users according to a timetable managed by an established local community body. A copy of the representations from BBC is produced.
- (d) Bathgate Together. This group objected on the basis it believes it is incumbent on the petitioner to find a compromise solution which accommodates BTCFC and BAWC; and that if a compromise cannot be found, the status quo should be maintained. A copy of the representations from Bathgate Together is produced.

The petitioner's resolution regarding Meadowpark Pavilion

- 26 That following the conclusion of the consultation period, the Proposed Lease was brought before a meeting of the petitioner's Executive on 7 May 2024. A copy of the relevant part of the report for that meeting on the outcome of the statutory consultation prepared by the Head of Finance and Property Services is produced.
- 27 That at the meeting on 7 May 2024, oral representations were made on behalf of BCCMC and BAWC by William Weir. Mr Weir spoke to BCCMC's wish to manage Meadowpark Pavilion. Representations were heard from John Redmond who spoke on behalf of BTCFC. He reiterated BTCFC's commitment to improve the Premises. He also advised that if BTCFC was granted a community benefit lease it would be willing to engage in discussions with other interested parties about the basis on which they could also have the use of the Premises. Representations were also heard from

Robert Napier who spoke on behalf of Bathgate Thistle Football Club. He expressed concerns about the availability of facilities. He asked that the proposal be reconsidered.

28 That at the meeting and having considered the report from the Head of Finance and Property Services and the oral representations which were made, the Executive:

- (i) formally noted the outcome of the statutory community consultation;
- (ii) agreed that, subject to obtaining approval from the Court, Meadowpark Pavilion would be leased to BTCFC in terms of the Proposed Lease;
- (iii) agreed that the petitioner would present this petition seeking the Court's approval that it may enter into the Proposed Lease;
- (iv) authorised the petitioner's Head of Finance and Property Services to carry out further lease negotiations with BTCFC on the basis that any revised terms would still represent the best value for the petitioner,
- (v) agreed that the petitioner's officers would engage annually to assess the community use as part of the community benefit calculations; and
- (vi) determined that BAWC's use of Meadowpark Pavilion would not continue beyond 7 August 2024, and that the petitioner would continue to work co-operatively and in good faith with it to resolve arrangements for its accommodation.

A copy of the relevant part of the Minutes of the meeting on 7 May 2024 is produced.

29 That notwithstanding the petitioner determined that BAWC's use of Meadowpark Pavilion would not continue beyond 7 August 2024, BAWC continues to have use of the Premises. The petitioner is content for BAWC to remain in them pending the outcome of this petition.

30 That having regard to:

- (a) the petitioner's requirement to reduce its expenditure and its consequent decision to introduce a range of savings measures, including the closure of

those pavilions which remain under its control;

- (b) the fact that Meadowpark Pavilion was designed and built as a team changing facility to support the adjoining grass pitches at Meadowpark;
- (c) the fact that BAWC's current partial ad-hoc use of Meadowpark Pavilion is an underutilisation of a building in the community which has the potential to deliver greater public benefits;
- (d) the fact it has explored with BTCFC and BAWC whether it is feasible to share the use of Meadowpark Pavilion, and it has proven impossible to devise suitable arrangements;
- (e) BTCFC intends to improve Meadowpark Pavilion and to make it available to other community organisations;
- (f) the level of public support which the Proposed Lease to BTCFC has garnered; and
- (g) the petitioner's continuing commitment to work with BAWC to find suitable alternative accommodation which meets its needs,

the petitioner considers that the greatest community benefit, and best utilisation of Meadowpark Pavilion, will be achieved by granting the Proposed Lease to BTCFC.

31 That in terms of Section 75(2) of the 1973 Act, the petitioner is under the necessity of applying to the Court for authority to lease the Meadowpark Pavilion, which forms part of the common good of Bathgate. The petitioner respectfully submits that the Proposed Lease would provide greater and improved benefits to the community and that the public interest would be better served as a result. The petitioner accordingly respectfully submits that the Court can properly authorise the said lease of Meadowpark Pavilion, in terms of the Proposed Lease, or on such other or further terms and conditions as to the Court shall consider proper.

32 That this petition is presented under and in terms of section 75(2) of the 1973 Act.

MAY IT THEREFORE please your Lordships:

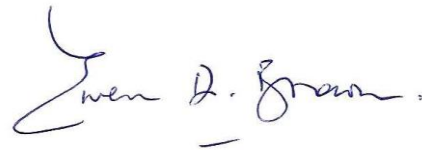
- (i) to appoint this petition to be intimated on the Walls and in common form and in such other manner as to your Lordships shall seem proper;
- (ii) to order the petitioner to advertise for a period of 21 days; (a) in the news section of its website at <https://news.westlothian.gov.uk/>; and (b) on its social media platforms on Facebook, “X” and Instagram, that this petition has been lodged, and as part of such advertisements to provide a hyperlink to a copy of this petition and the interlocutor ordering service;
- (iii) to order that this petition be advertised once in the West Lothian Courier being a newspaper circulating in the Bathgate area;
- (iv) to order that it should be served on the persons named and designed in Schedule 1 hereto; and to ordain them to lodge answers hereto, if so advised, within 21 days (or such shorter period as your Lordships consider appropriate) after such intimation and service;

and thereafter, upon resuming consideration, with or without answers and after such further enquiry, if any, as to your Lordships shall seem proper,

- (v) to authorise the petitioner to dispose of that part of the Common Good of Bathgate known as Meadowpark Pavilion, which is crosshatched in black on the location plan set out in Schedule 2 hereto, by authorising it to grant a lease of the said subjects to Bathgate Thistle Community Football Club upon the terms and conditions of the Proposed Lease set out in Schedule 3 hereto, or upon such other and further terms and conditions as your Lordships may think fit,

- (vi) to find the petitioner entitled to the expenses of this application against any person appearing to oppose the same, and
- (vii) to decern; and to do further or otherwise in the Premises as to your Lordships shall seem proper.

According to Justice, etc.

A handwritten signature in blue ink, reading "Ewen D. Graham". The signature is written in a cursive style with a large initial 'E' and a small 'D'.

Advocate

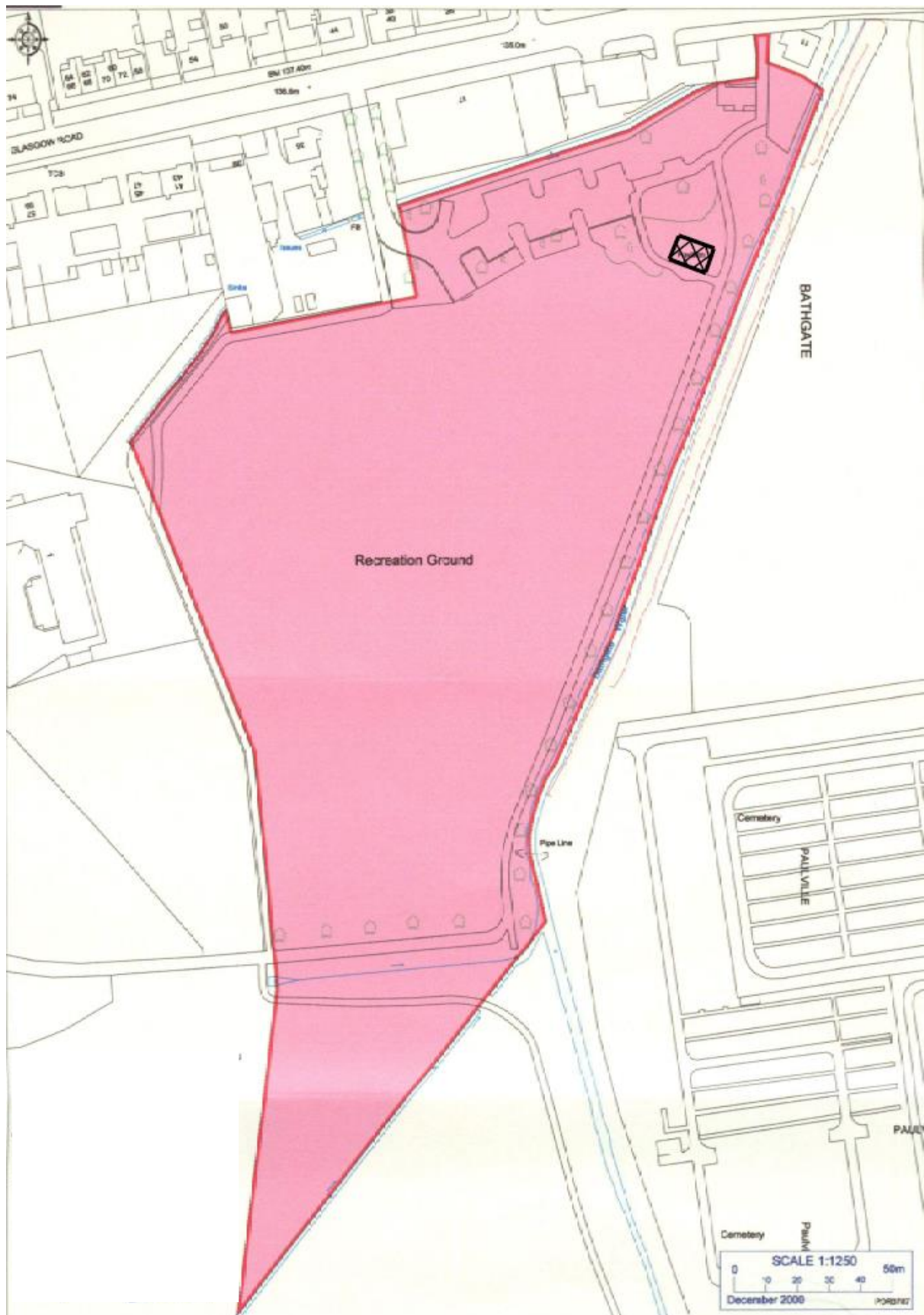
SCHEDULE 1

Service of the Petition in common form is sought upon:

Organisation/Addressee	Address
1. The Scottish Ministers	St Andrew's House Regent Road Edinburgh EH1 3DG
2. Bathgate Community Council	c/o Mr Billy Weir (Chair of Bathgate Community Council) 20 Dundas Street Bathgate EH48 4BL
3. Bathgate Community Centre Management Committee	Jim Walker Partnership Centre (formerly the Bathgate Partnership Centre) South Bridge Street Bathgate EH48 1TL
4. The Friends of Meadowpark	c/o Bathgate Community Development Trust Ltd Bathgate Partnership Centre (now known as the Jim Walker Partnership Centre) South Bridge Street Bathgate EH48 1TL
5. Bathgate Together	c/o Mr Stravert (Vice Chair) 43 Bruce Street Bathgate West Lothian EH48 2TJ

6. West Lothian Joint Forum of Community Council	c/o Mr John Sives (Chair of the West Lothian Joint Forum of Community Councils) 2 Whitemoss Road Kirknewton EH27 8AF
7. Bathgate Community Development Trust (Ltd)	c/o Mr Paul Mallis (Secretary of Bathgate Community Development Trust Limited) Jim Walker Partnership Centre South Bridge Street Bathgate EH48 1TL
8. Bathgate Thistle Community Football Club	4 Inchcross Drive Bathgate West Lothian EH48 2HD
9. Bathgate Amateur Weightlifting Club	c/o Steven Kenny kennysteven@hotmail.com
10. S.M.I.L.E Counselling	Fairbairn House 6 Fairbairn Place Livingston EH54 6TN
11. The Scottish Football Association Limited	Hampden Park Glasgow G42 9AY

Schedule 2 Location Plan



Schedule 3

Terms of Proposed Lease

- | | | |
|-----|---------------------------|---|
| (a) | Subjects: | Meadowpark Pavilion, Glasgow Road, Bathgate |
| (b) | Landlord: | the petitioner |
| (c) | Tenant: | Bathgate Thistle Community Football Club (" BTCFC ") |
| (d) | Lease period: | five years from the date of entry |
| (e) | Rent: | £1,500 per annum |
| (f) | Community benefit clause: | the annual rent will be reduced or waived in full in lieu of the non-financial benefits delivered as a result of BTCFC's use of the property. |
| (g) | Rent review: | none |
| (h) | Repairs and maintenance: | BTCFC shall be responsible for all repairs and maintenance for the duration of the lease. |
| (i) | Insurance: | The petitioner shall provide buildings insurance cover and BTCFC will pay the associated annual insurance premium. |
| (j) | Utilities: | BTCFC will pay all utility costs. |
| (k) | Non-domestic rates: | BTCFC will be responsible for any non-domestic rates which are payable. |



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2025

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