

Your Postcode: KA7 4UQ

Comments: The Council statement that at the end of the lease the pavilion and land would revert to the Council. Really means, the administration of the pavilion and land would revert to the Council on behalf of the Common Good account. In fact even whilst under the terms of the lease the Pavilion will still be part of the Common Good which is Victory Park including the Pavilion. As the Council says the lease is only a mechanism to administer payment of funds which in turn would be paid into the Common Good Fund. Any building ie the pavilion and that would include the 3g pitch if ever it is built will be part of the Common Good ownership and both would pay a lease via the Council into the Common Good fund. The case law for ownership has been established in the link below.

[Power to the people: recent guidance on section 104 of the Community Empowerment \(Scotland\) Act 2015 \(cms-lawnow.com\)](https://www.cms-lawnow.com/insights/power-to-the-people-recent-guidance-on-section-104-of-the-community-empowerment-scotland-act-2015)

It could be said and it's a conflicting issue and a special case involving the CEL 2015 section 104 where in my opinion the later should be foremost. I would argue the Council via the planning department should have held off the permitted status of that application and given it in principle until such times as the consultation was completed. This is to comply with CEL 2015 **before any decision is taken, a consultation should be held** so as not to prejudice the Consultation. Many in this case could say for example, no point objecting to the proposal in the consultation; they've already given it planning approval although permitted approval doesn't mean a green light but is often perceived as such.