

The Egyptian Halls Historical FACTS 1980-2018

RECENT FACTS 2018

FACT - 10th March 2018 GCC stated in Scotland on Sunday

*“These allegations in respect of misrepresentation and impropriety by the council are entirely refuted. **The true position has been set out in detail on many occasions by the council**”*

FACT - 3RD July 2018 – 8.29am GCC opines as follows

“As stated the Council’s position is a final one and we have no intention in engaging in any further correspondence on this matter. I trust you will note the above”.

FACT - 3rd July 2018 15.20pm GCC admits after 18 Years 8 Months a BREACH OF CONTRACT

“The only point he has was that in December 1999 we entered into missives with Union Street Developments Ltd (not USP Ltd) (renewing the terms of the 1996 missives with the previous consortium). These missives contained the provision that GCC would obtain title using the GVD procedure. Accordingly we were in breach of the missives entered into (subject to a weak argument on error).

FACT - Therefore given the aforementioned, All GCC’s statements from Year 2000 to 3rd July 2018 on the subject of the CPO Review requested mid 2001 onwards are in fact untenable and every one that has been stated/issued should be reviewed, updated accordingly and made public.

FACT - 3rd July 2018 15.20pm GCC states, *“We could answer Soutar’s questions on the basis of the above but I would strongly advise against doing so. To concede now that we were indeed in breach of the 1999 missives will just renew his conviction he is right and will perpetuate further diatribes.*

FACT - GCC Legal at this juncture is still advising internally for GCCDRS to still not to disclose the **TRUTH**, 18 years and 8 months after it should have been disclosed.

FACT - 11th July 2018 – On discovering its inadvertent but 1M% TRUE admission GCC Legal threatens USP/USD/Derek Souter with **“consequences”** for in effect **“whistleblowing”**!

FACT - GCC’s corporate governance policy states Internal Audit’s terms of reference include but are not limited to:

- *ensuring the Council approved Whistleblowing & Response Policy is implemented and kept under review;*

FACT - between March and September GCC have refused SIX separate FOI requests citing every excuse possible even that it would take 7 days to find ONE specific document.

FACT - GCC refuses to be does require to take full cognisance of the information provided to it. And respect the existence of a Council approved Whistleblowing & Response Policy.

FACT - separate complaints are being lodged with the SPSO and also the Scottish Legal Complaints Commission with regard to the now admitted contract breach and causal consequences of systemic mis representation and non-disclosure.

HISTORICAL FACTS CHRONOLOGICAL ORDER 1980 - 2017

FACT - GCC's Buildings at Risk Register notes the Upper Floors problems as beginning in 1980-37 years ago! GCC then 11 years later in 1991 issued an LBRN to the then 10 ownership interests.

FACT - GCC with the 1st Consortium promoted the 1996 Upper Floors CPO 16 years later.

FACT - The 1996 CPO was awarded £1.5M grant funding, now 22 years later £20M+ is needed.

FACT - The project was originally intended to be the highlight of Glasgow's 1999 City of Architecture and Design celebrations.

FACT - The Upper Floor owners lodged a Court of Session Appeal in late 1997.

FACT - Feb 1998 GCC noted it had implemented a CPO Amendment without the approval of the 1st Consortium and which has now caused a near 20-year delay at least.

FACT - USP became involved in mid 1998 and based on a conservation- centric assessment of the approved scheme proved it was undeliverable to both GCC and HS, which both accepted.

FACT - USP'S architect's alternative scheme was then recognised by both GCC and HS as being significantly more preservation biased (on record) than the original scheme.

FACT - This 2nd scheme needed £2M of grant funding to preserve and not destroy a Grade A architectural masterpiece as the first approved scheme would have done!

FACT - USP became the driving force behind the 2nd Ground Floor Consortium and negotiated with the former owners to drop their Court of Session Action.

FACT - GCC then entered contemporaneously into a legally binding contract Dec 1999 with USP that was impossible to deliver.

FACT - It's extraordinary that GCC's then Chief Solicitor negotiated and signed this agreement ignorant of the existence of the CPO Amendment, which made performance by GCC impossible.

FACT - GCC failed to disclose this massive error and fundamental breach of contract law.

FACT - USP would have protected their position and sought damages as early as Jan 2000.

FACT - USP purchased No 84 Union Street on the basis it was to get the Upper Floors conveyed to it by the terms of the 1996 CPO Missives ergo General Vesting Declaration.

FACT - If USP had known of the existence of the CPO Amendment it would not have purchased No 84 Union Street as a straight no pre-conditions purchase. Also USP would have purchased No 100 in 2005 under similar conditions.

FACT - USP would have reconciled the CPO Amendment issue as early as mid-1999.

FACT - GCC's CPO 1998 Amendment was legally irreversible and has delayed project since then coupled with the effects of the 2008 recession accelerating the project increasing non-viability.

FACT - GCC then induced USP to sign updated CPO contracts, which would not have been signed if GCC had disclosed their contractual breach.

FACT - GCC has stated it would act to protect its position and it certainly has actioned this.

FACT - Mid 2004 GCC DRS misrepresented the circumstances surrounding the CPO process to USP, and also GCC's Lord Provost who then misrepresented this to the then First Minister, who had in fact written to the Lord Provost requesting clarification on why there was such a delay.

FACT - It took GCC 8 years to lodge an action for compensation with the Lands Tribunal instead of the projected 12-18 months!

FACT - USP reconciled the CPO in 2008 not GCC and GCC have acknowledged this formally.

FACT - The CPO Amendment which USP has still never seen sight of has caused a near 20 year delay which is extraordinary for something which gained a 28 day time advantage to carry out Urgent Repairs, which GCC has been unable to provide evidence they were in fact implemented.

FACT - GCC states in a Report July 2010 that the project is non - viable in commercial terms.

FACT - HES states the project is non-viable August 2010 **FACT**- since 2010 the non-viability has increased significantly by circa £1M-£1.5M per year.

FACT - GCC stated in July 2010 *"As you may know the Council has been working with USP Properties for many years in order to help them bring the building into a single ownership. And the developer has committed very significant expenditure on bringing the building into a single ownership, on preparing a range of technical and conservation studies, and in completing both option and development appraisals for a variety of potential end uses."*

FACT - GCC-Scot Govt - Co Owners should be working effectively to save the Egyptian Halls.

FACT - The type of CPO Amendment GCC used is now not permitted under 2011 Legislation.

FACT - In 2014 GCC and HES supported an application for a £5M HLF grant and in 2015 GCC and HES then "torpedoed" an updated application for a £5M HLF grant.

FACT - In July GCC was presented a Joint Venture/Purchase Document it has yet to respond.

FACT - Feb 2018 a Review of GCC's 1996 CPO was called for again! [CPO Review Update '18.pdf](#)

FACT - GCC has refused to date to discuss any aspect of the 1999 USP-GCC CPO Agreement; including refusing four separate FOI requests to disclose the relevant correspondence.

FACT - More scheme delays either by via continuing funding or legal arguments will only see "scheme" costs and non - viability increase, current Ground Floor deficit – **circa -£25M**

FACT - The consequences of the non- disclosed 1998 CPO Amendment and now admitted contractual breach by GCC have caused this £25M+ problem.

CONJECTURE- how can this be reconciled?



Derek J Souter - Director USP/USD/USI 12.11.18