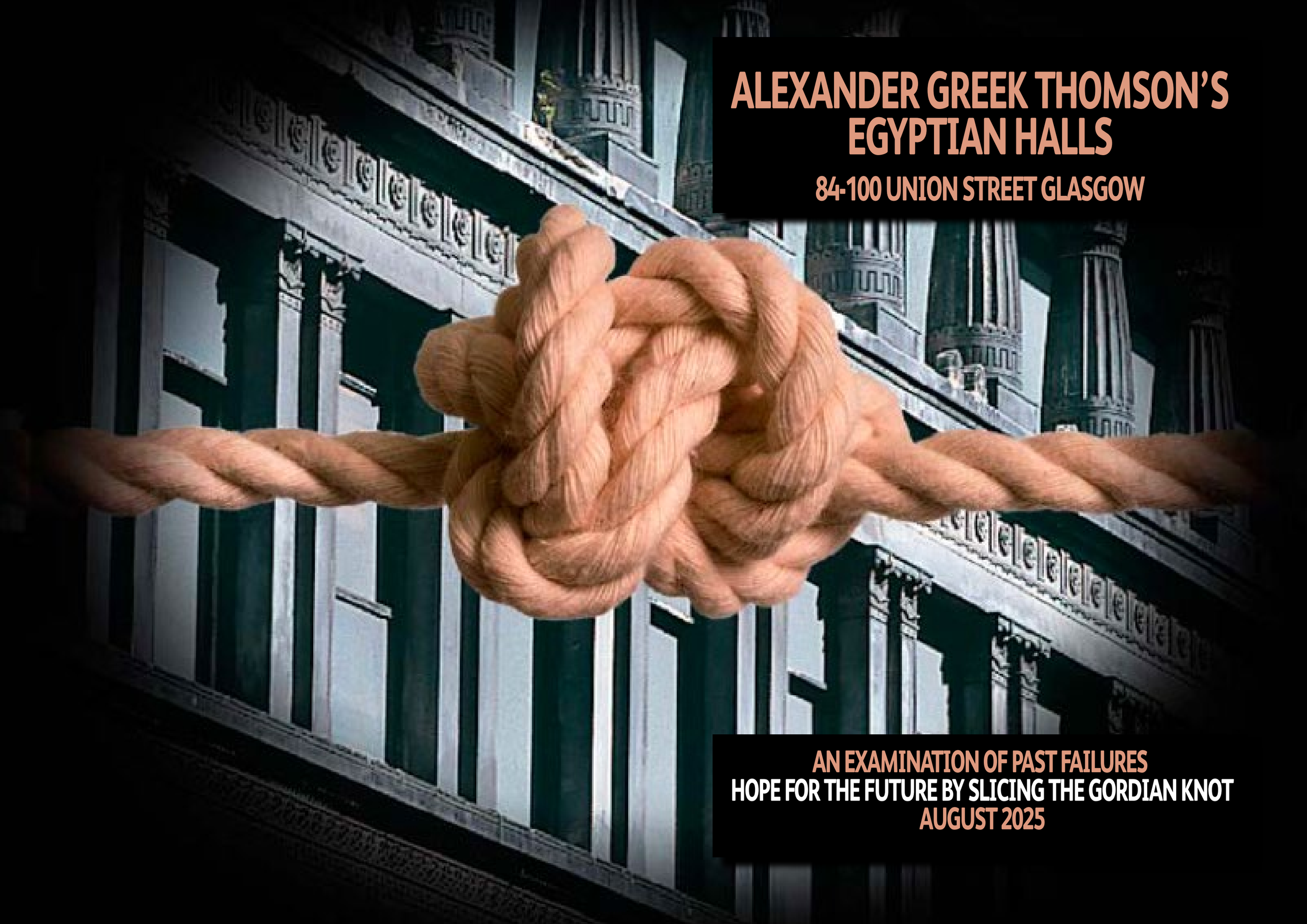
ALEXANDER GREEK THOMSON'S EGYPTIAN HALLS

84-100 UNION STREET GLASGOW



AN EXAMINATION OF PAST FAILURES

HOPE FOR THE FUTURE BY SLICING THE GORDIAN KNOT

AUGUST 2025

CONTENTS

> **In researching and presenting this examination of the Egyptian Halls, the issues raised and conclusions reached in this document are founded upon the GCC DRS Reports/GCC DRS and GCC Legal correspondence, as well as GCC media statements, all of which can be freely accessed and confirmed**

INTRODUCTION

The Egyptian Halls in Glasgow's Union Street are rightly acknowledged as an architectural masterpiece, having been imagined in 1873 by the renowned visionary Alexander 'Greek' Thomson.

Sadly, from their origins as magnificent commercial premises for an iron manufacturer, the Grade A Halls have fallen victim to years of neglect. This has led to a slow and sad decline.

The situation is not irretrievable.

By honestly examining where mistakes have been made, it will be possible to move on from a toxic legacy to a plan that will allow the Egyptian Halls to regain their original splendour – and become an integral part of the economic rejuvenation of Scotland's largest city.

Such hope for the future was boosted early in 2020 when Glasgow City Council Leader Susan Aitken voiced her support for the Egyptian Halls to become Glasgow's Museum of Slavery.

Historic Environment Scotland (HES), meanwhile, acknowledged in February 2020 there are some complex issues around Egyptian Halls, but added: "Solving those issues will need some creative solutions".

To avoid further potential misrepresentation or misdirection, it is imperative all of the relevant reports, advices and recommendations from a 20-year period are examined without omission or prejudice.

Above all, it is not the intention of this document to suggest orchestration on the part of any one individual, particularly Glasgow City Council (GCC) officers.

Its primary aim, however, is to set out the true position and examine where due processes have categorically failed: namely the 1996 CPO failing to deliver the stated objective of facilitating the title conveyance process.

This document will not only set out in detail where errors occurred but also what can be done to move forward and secure a long-term and vibrant future for the Egyptian Halls.

This is a document designed not for recrimination but for clarity, transparency and, ultimately, positivity.

● **IMPORTANT NOTICE:** **This is a fully independent report that has been researched, compiled and is now presented entirely without prejudice. For all relevant sources, please refer to the fully annotated appendices, which can be easily accessed via the hyperlink at the end of this document.**

WHERE WE ARE NOW

Before examining in detail the history of the Egyptian Halls and the regrettable politics that have surrounded their very survival, it's important to set out the current situation in terms of ownership and legal responsibilities for the building.

The ground and basement floors are owned by Union Street Properties Ltd (USP). From the first floor upwards, the property is owned by Union Street Investments Ltd (USI) under separate titles.

The entire building is regulated by a deed of conditions, dated 1927, which has been replaced by a new deed of conditions, dated 2008, and subsequently updated in 2017. This deed of conditions sets out the proportionate liabilities for dealing with the structure of the building and is binding for all owners.

Within this is the 2008 Deed of Conservation Burden, which apportions the costs of repairing the whole building onto USP. USI, now the owners of the upper floors, have no liability for any repairs. It also sets out in detail USP's legally binding obligations.

There is a clause that gives GCC full 'step in' rights to carry out works and re-charge USP. To date, GCC has not sought to exercise this legal right. If it had exercised this right, it could have seen the Egyptian Halls preserved as far back as mid-2008.

The Morrison Partnership were also specified by GCC DRS as the scheme architect within the Deed of Conservation Burden.

The board of each of these two companies has a duty to run the companies and deal with the assets for the benefit of their respective shareholders. Each company is free to act on its own without consulting with or considering the interests of the other.

relevant recent structural history

LET'S begin by examining the scale of the problems inherent in the building's structure. These are well known in the public forum and also detailed on GCC's Buildings at Risk register, however, for the sake of brevity and clarity, they can be summarised as follows:

- **DECEMBER 1990:** An external inspection reveals the building to be in poor condition, with the upper floors having lain vacant for more than 10 years. Although developers express an interest in the Halls, the principal owner does not wish to sell.

- **JANUARY 1991:** A Repairs Notice is served and Glasgow District Council considers making a compulsory purchase.

- **SEPTEMBER 1995:** Local planners report the condition of the building is deteriorating with extensive stone repairs now required. Repairs are subsequently undertaken following an Urgent Works Notice.

- **AUGUST 1995:** The building is reported to be suffering from weakened concrete floors and rotten windows, while the external walls require stabilisation.

- **CURRENT POSITION:** USP Ltd commissions specialist conservation structural engineers Will Rudd Davidson (WRD) to examine the building. Their December, 2019, report states: "The building is now in an unsafe condition and structurally unpredictable, which has primarily been caused by the deterioration of the roof and the upper floors from continued water ingress over a prolonged period of time, and the fundamental lack of robustness in the structure with the potential for a trigger event to cause a collapse which could have serious consequences with the risk to public safety and damage to surrounding buildings."

recent planning history

IN 1991 a Listed Building Repairs Notice (LBRN) was imposed and in 1996 a CPO of the Upper Floors was promoted.

It's also important to note no fewer than four different planning approvals – in the years 1995, 2000, 2005 and 2013 – have failed to materialise due to complex legal and funding issues.

In February, 1998, GCC unilaterally implemented a legally irreversible CPO Amendment.

Four contracts by GCC were agreed: in 1999 and 2002 with USD and in 2005 and 2008 with USP. The 2008 Deed of Conservation Burden Agreement that GCC insisted USP signed is still relevant and binding.

Extensive Scheme Options were issued March, 2017, October, 2108, and December, 2020, to GCC DRS-HES.

There are two primary long-term end uses, as set out below. One has to be approved and funded commercially or via grant funding or a joint venture with the Scottish Government-GCC – ALEO's.

1) Options B & C
Façade retention plus 2, 3, 4 floors: hotel on upper floors and leisure/retail on the ground floor

2) Options A & E
Cast-iron frame preservation of the building to house Museum of Slavery with a + 2, 3 or 4-storey extension for a hotel

3) Option D (the catastrophic option)
New Build: deemed culturally catastrophic and currently withdrawn from submission, based on the recommendation of the scheme's professional team and discussions with key heritage stakeholders.

development appraisal summary

Development Appraisals September 2020, based on LBRN discharge as per Deed of Conditions:

	Ground Floor	Upper Floors
OPTION A existing building	- £27,163,773	+ £5,637,691
OPTION B façade retention + 2 storeys	- £28,233,879	+ £6,693,847
OPTION C façade retention + 4 storeys	- £30,448,620	+ £6,559,538
OPTION E (+A4) existing + 4 storeys	- £29,283,221	+ £5,537,215

Important Clarification:
100% of LBRN costs are allocated against the four ground floor properties due to their being registered charges against each, as per the GCC 2008 Deed of Conservation Burden.
This means any entity that owns the ground floor properties has the financial deficit to reconcile.
Post-completion the projected value of the ground floors in 2000 was £3.8milion+ but today there is a deficit of minus £28million.

KEY PROJECT FACTS

First and foremost, this document acknowledges the current impasse regarding the Egyptian Halls is not the making of the current Glasgow City Council (GCC) in 2020.

It can be traced back to a misformed structural assessment that led to a flawed and irreversible decision-making process.

Correspondence was written without proper understanding of the background. For example, in April, 2014, GCC Legal stated there were advantages gained by the CPO Amendment, yet in February, 1998, GCC stated the CPO Amendment would only delay the project "for a few months". By April, 2014, the delay was 65 times a few months.

Today it is now a projected to be 100 times a "few months".

Overall, such correspondence must date back to events such as LBRN 1991, CPO, 1995, so it is justifiable to argue the messaging was incoherent and incohesive among many different council officers, departments, directors and elected councillors.

In fact, historically, no fewer than 200 to 250 different GCC-HS/Scottish Government employees and stakeholders have been directly or indirectly involved.

A full list of the individuals involved is available and open for inspection.

The sheer number of people has, inevitably, exacerbated frequent miscommunication and mixed messaging.

It is imperative to underline the need to examine the key GCC DRS reports (1996 – 2019), advices and recommendations that have led to the current impasse.

The original objective of the 1996 CPO was displaced by the need to not disclose a CPO contract breach from December, 1999, onwards, which would have meant GCC having to field a limited damage claim.

GCC claimed in April, 2014, that its February, 1998, CPO Amendment was implemented after bilateral discussions with the original ground-floor consortium. However, their lawyer denies this in correspondence dated February, 2015, which GCC was given but failed to countenance. The CPO Amendment was not disclosed by GCC to USP until April, 2014.

In his letter to USP lawyer Kenneth Gerber of April 5, 2019, GCC legal's representative Richard Fisher states: "It appears difficult to understand how your client could have been unaware of the notice to treat procedure being utilised at the time of the 1999 missive."

In reply, Kenneth Gerber's letter of May 3, 2019, states he finds it "extraordinary" nobody, including GCC, disclosed or told USP or Kidstons about the February 1998 CPO Amendment.

GCC'S own chief solicitor also appears to be unaware of this from mid-1999 to mid-2002.

When three experienced law experts express personal concern and confusion, this reflects just how complex the legal situation has become.

Moreover, as has been outlined above, around 250 people have been involved in the process, including Scotland's First Minister, MSPs, GCC officers, councillors, officials and various Scottish Government bodies, including Historic Scotland.

> **Historically, no fewer than 200 to 250 different GCC-HS/Scottish Government employees and stakeholders have been directly or indirectly involved**

evidence of effective collaboration between GCC and USD/USP

"Union Street Developments Ltd (USD) had now purchased the interests of Portfolio Holdings in the building and wished to enter into an agreement with the Council, thus becoming the Council's new partner; and completion of the CPO and transfer of the property to USD would result in a single ownership being achieved for the ground and upper floors of the building, which would allow the objection to the CPO to be dropped, clearing the way for the repair of the building to proceed.

"After consideration, the sub-committee authorised the Director of Protective Services to enter into an agency agreement with Union Street Developments Ltd."

GCC DRS Property Sub Committee, December, 1999

evidence of disruptive behaviour by public sector stakeholders

It should be noted USD/USP were able to persuade the former owners of the upper floors to drop their Court of Session appeal, which GCC had been unable to achieve. Thereafter, GCC could have transferred the CPO to USD, which conveyed the title to USD, while Historic Scotland could have awarded the £1million grant already offered – instead it reduced it by 75%. GDA, meanwhile, could have re-awarded the £245,000 grant it had withdrawn due to the Court of Session appeal being dropped but chose not to. It is evident from this disruptive behaviour there was a distinct and damaging lack of joined-up governance.

GCC even stated as such via its own Buildings at Risk Register September 2000 - The Glaswegian reports that both Scottish Enterprise has withdrawn its offer of grant aid and Historic Scotland has reduced its, the project is unlikely to proceed. So unequivocal proof 24 years ago the public sector derailed the scheme!! And crucially its implementation was dependent on awarded grant funding.

This single hard facts stands: if public sector funding had been in place, it is very likely GCC's CPO Amendment would have been reconciled timeously – and the Egyptian Halls would have been preserved and returned to long-term commercial sustainability, delivering a raft of acknowledged regenerational benefits for the wider environs of Union Street nearly 20 years ago.

independent expert endorsement of year 2000 approved scheme

The Council did the right thing and started compulsory purchase proceedings against the delinquent owners of the upper floors.

"Now after legal wrangles majority ownership has been acquired by Dundee Developer Derek Souter, who has commissioned an admirable conservation report from good architects and structural engineers. The resulting proposals for a conservative restoration of the whole structure, including the remarkable iron framed interior, has won backing from Historic Scotland."

Private Eye, Piloti (Professor Gavin Stamp) 2000

TIMELINE OF ALLEGED 'MISREPRESENTATION' AND 'NON-DISCLOSURE'

We begin in the period July to December, 1999, when the CPO agreement between GCC and USD was founded upon the premise of all parties delivering specific obligations. GCC, however, could never deliver its contractual obligation, therefore breaching this contract immediately. To move forward, it is vital that we know why this contract was agreed without GCC's chief solicitor knowing of the CPO Amendment.

● In July, 2002, it is important to note that in an extract from statements made by Kenneth Gerber (USP's lawyer), we find the following: "At a meeting at Kidstons' office between myself and Graeme McDiarmid, GCC's chief solicitor, to discuss the needed CPO extension. At the end of the meeting Graeme McDiarmid stated that instead of taking entry by the usual General Vesting Declaration route, the council had used a Notarial Instrument ("NI"); he apologised that this had not been told to us sooner. He did not confirm this in writing."
This fact was never detailed in writing by GCC. If GCC had admitted at the time the existence of the CPO Amendment and causal contract breach, the matter could have been reconciled. GCC now claim there was never an admission or apology made yet provide no evidential support. Moreover, they have not approached Mr Gerber to clarify these facts.

● In January, 2003, it was stated in DRS Committee Reports:
"In effect this closes the funding gap identified by Union Street Developments Limited as the principal obstacle to confirming their agreement with Glasgow City Council."
GCC DRS further states "the shortfall previously identified has, on the basis of the figures provided by Union Street Developments Ltd, been effectively eliminated".
This leads to the question: what prevented the 100% conservation scheme in 2000 going ahead? The answer is GCC DRS's CPO Amendment that meant GCC could not convey the titles as per the 1996 CPO.

● In May 2004 GCC DRS Executive Director Rodger McConnell stated to the Lord Provost/First Minister/Councillors/Owners: "The circumstances surrounding the CPO process have now been explained to Union Street and a follow-up meeting will be held with them, their solicitor and the council's solicitor to provisionally agree the way forward."
If the CPO Amendment had been disclosed or the 1999 Contract Breach, prescription action would have been raised and, likely, succeeded – as per Kenneth Gerber scheme lawyer's detailed statements of June, 2015, and March, 2016.

● In a letter, May 25, 2004, to Ian Easton, the Lord Provost's Secretariat, GCC DRS Executive Director Rodger McConnell asks for consideration of comments, including: "Given the number of years which have passed the Council became involved with predecessors of Union Street in trying to secure a future for the building and the perceived shift in commercial and residential values in the City Centre it was felt appropriate to raise with Union Street the potential of the Council participating in any uplift in the value of the upper storeys."
This could be construed as suggesting there is a potential for a share of any future profits in relation to the building and its future.

● In August, 2011, *The Herald* states "senior officials within GCC" had told them many within the authority regarded the position as an attempt by the developer to force them into "coming up with several million pounds".
From everything we now know about the true position, it is evident this is completely incorrect.

● On April 10, 2014, then Director of Legal Services states on Page 3 of a GCC letter: "Given this comprehensive response, which has taken up a considerable resource, I do not consider that there is any merit in continuing this dialogue, unless any new matters of materiality emerge."
As is evident, this response does not disclose the then known contract breach and is, therefore, in no way comprehensive. It neither sets out the "true position" nor "the circumstances surrounding the CPO process".

● On June 10, 2014, in GCC correspondence:
"Dear Mr Souter I refer to your e-mails below and I have been in contact with my Legal Services colleagues as you have requested. They have noted they do not see where progress between GCC and yourself could be achieved as a result of continuing correspondence, having considered all of your representations and having responded to them, trying to understand them in their entirety, trying to clarify where there is a perceived selective use of documentation and seeking to set out GCC's position.
"It is considered that drawing a line under this correspondence would be appropriate, since there is nothing further to be gained in prolonged and repeated correspondence."
Forbes Barron, Head of Planning and Building Control

● On March 10, 2018, GCC states 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."

● On July 3, 2018, at 8.29am, in GCC correspondence:
"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."
Ken Clark, the City Centre Manager GCC DRS

● Later that same day and after 18 years and 8 months on July 3, 2018, at 3.20pm, GCC Legal finally, if inevitably, inadvertently admits a breach of contract, thus:
"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).
"We could answer Souter'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."
This leads to a natural conclusion: Whether Derek Souter in his assertion is right, not right or even partially right should have been objectively assessed at this stage.

KEY QUESTIONS FOR GCC

Having carefully considered the above information, the following are legitimate questions this document would like to put directly to GCC.

The intention is not to apportion blame but elicit absolute transparency in relation to the timeline of events and decisions made.

With clarity achieved, all parties and stakeholders can move forward together and create a better future for this invaluable heritage building.

- **Firstly, can GCC confirm if the 1996 CPO failed to achieve its objective?**
The key issues here focus on GCC's non-disclosure of the CPO Amendment Sept 1998-Dec (the first CPO Agreement with USD-GCC of December 1999 breaches this immediately due to the existence of a legally irreversible CPO Amendment).

- **Can GCC confirm the consequences were fully assessed or not and therefore not disclosed to the elected councillors as GCC DRS/ legal chose to "protect the Council's position"?**

- **Can GCC explain why the "few months' development delay" it predicted in February 1998 as a result of its CPO Amendment has now become a projected 300 months?**

- **Can GCC confirm when it realised the CPO Amendment was legally irreversible: before or after it had been implemented? What advice, if any, did GCC Legal provide before or after?**

- **GCC implemented a 1998 CPO Amendment in the belief the Halls were near to collapse. Now in 2020 it states the opposite. For absolute clarity, what does GCC deem to be the current state of the building?**

- **Can GCC confirm it accepts its own DRS reports of agreed funding issues caused by the public sector bodies were actually resolved in January 2003?**

- **In 2000 Historic Scotland reduced grant funding from £990,000 to £250,000 before increasing it to £1 million then £1.5 million, with this contract breach allowed to lie "undiscovered" and "non-disclosed". If this now admitted breach was "weak on error", why was it not**

disclosed by GCC DRS and the GCC legal team between the key contractual timescales 1999-2010 to the relevant GCC DRS Committee or latterly the internal Audit/ Corporate Governance oversight team?

- **Can GCC comment on the following? Prima facie evidence via the GCC DRS Committee reports that, from December, 2002, until January, 2003, onwards, details reveal plans for the Egyptian Halls were now only being held up due to GCC being unable to convey the upper floors titles. If GCC accepts its own DRS reports, correspondence from senior GCC figures thereafter and up to the current day, claiming the delay was due entirely to USP being unable to fund scheme costs, is wholly untenable.**

- **GCC was responsible for maintenance of the building between 1996 and 2010, as per the 1996 CPO. However, in September, 2019, GCC claimed: "The Council advised that it has never held title to the building and therefore has not carried out any works as an owner". Who was responsible for the tenure of the CPO if not GCC?**

- **Can GCC please explain why it has not responded to two detailed statements from USP's lawyer stating what action would have been taken if GCC had disclosed the CPO Amendment and a causal contract breach?**

- **If the contract breach was "weak on error" (GCC Legal July 2018) why was it never disclosed before then and specifically before key contractual negotiations during 1999-2010?**

- **Who knew about the contract breach but failed to disclose this between December, 1999, and July, 2018?**

- **Did the officers negotiating the 1999, 2002 and 2005 CPO Agreements breach ethical and contract law standards in allowing GCC to benefit from unfair knowledge?**

- **Did the "recommended" 2004 transfer of the CPO from USD to USP, and the reasons GCC state underpinned this recommendation, breach natural contract law? If so, was it unfair?**

- **Did GCC fail to factor in the financial consequences the delay would have on USP Ltd?**

- **Should GCC DRS have taken legal advice from GCC Legal on the potential implications of not disclosing the true position at key times and disclosed this to GCC Councillors, Council Leader(s) and Lord Provost(s) – especially the latter, who then inadvertently misled the then First Minister McConnell, who had for the record written specifically asking why the approved scheme was being held up.**

- **Did council officers misrepresent deliberately or otherwise "the true position" to elected councillors to avoid scrutiny of these chronological permissions? ? And which led to the then Lord Provost inadvertently misleading Scotland's then First Minister.**

- **Did GCC's diversion of scheme liabilities from USD, due to GCC withholding a known contract breach, by stating the circumstance surrounding the CPO change had now been explained to USP and their lawyers coupled with the fact GCC knew it could not convey the title timeously combine to become an inadvertent misfeasance/ malfeasance?**

- **Did this alleged systemic failure to set out the true position prevent USP/USD exercising legal Prescription remedies between December, 1999, and January, 2010, given there is no mention of or reference to any contractual breach – a situation reinforced by GCC's consistently position of denying "any impropriety or wrongdoing" and that they "set out the true position on many occasions"?**

- **Why did GCC Legal believe it had foundation to threaten Derek Souter with legal consequences due to the circulation of GCC's admittance that, in fact, it had breached the December, 1999, contract. This rendered every GCC statement since December, 1999, as untenable – summarised by the claim "these allegations in respect of misrepresentation and impropriety by the council are entirely refuted".**

- **Why after complaining via GCC's official process was the complaint rejected without any discussion and why was USP and Derek Souter then banned from contacting any senior officers or councillors for being "unreasonably persistent"?**

- **Why did GCC Complaints Department not send relevant communication to the contact details provided – then claim USP/ Mr Derek Souter had ignored GCC, given both parties were unaware of this correspondence? Furthermore, when made aware of this, why did they ignore this fact and refuse an appeal?**

- **Does GCC now accept that from, initially, December, 1999, and then subsequently January, 2003,**

onwards the primary obstacle to the then approved scheme was GCC's inability to convey the upper floors title until January, 2010?

- **An April, 2004, a DRS Letter to the Lord Provost notes: "Finally an appropriate and informative response will be sent to the Lord Provost." Does GCC provide this? If so, will this stated in writing and will GCC ask the First Minister's Office for its opinion on whether it was misled or had the facts misrepresented?**

- **Does GCC now accept the primary obstacle to any future scheme after January, 2010, was the financial deficit/non-viability caused by the unchecked and accelerating deterioration from 1980 onwards, reinforced by the now admitted fact GCC did not carry out maintenance it was legally obliged to undertake?**

- **Does GCC accept after the CPO title conveyance had been reconciled by USP it should have disclosed the reasons for the delay July, 2010, to the Scottish Government when asking for extraordinary funding?**
Instead it allowed the decision to be taken on the basis this was a project that had run into "commercial" problems. In fact, it had been derailed by interconnected public sector errors and misjudgments. If admitted, it could have secured the extraordinary funding as far back as 2010 or 2003.

- **Does GCC accept this pattern of non-disclosure and the failure to fund the financial deficit GCC caused have delayed all regeneration schemes for the wider environs of Union Street, especially given the statement by GCC to Culture Minister Hyslop in July, 2010: "The development is a critical part of our developing strategy for the refurbishment/upgrading of Union Street"?**

- **Does GCC concede it made an inadvertent error that evolved into a monumental error of judgement and this has never been reconciled?**

- **Further, does it concede the financial consequences of this action has seen the sums increased from around £2 million to £30 million.**

- **Has GCC over the piece failed to have regard to material evidence and considerations, misunderstood the factual material that exists and taken irrelevant considerations into account?**

- **Finally, does GCC now concede that since December, 1999, it inadvertently stalled and since mid-2002 onwards its actions have prevented the long overdue strategic regeneration of the Egyptian Halls and the wider environs of Union Street in Glasgow?**

KEY AND INFLUENTIAL STAKEHOLDERS' ATTRIBUTABLE COMMENTARY 1999-2020

In support of the questioning in the previous pages (*10 & 11*), we would like to present some key comments made by the major stakeholders that have a direct bearing on actions taken.

"Union Street Developments Ltd (USD) had now purchased the interests of Portfolio Holdings in the building and wished to enter into an agreement with the Council, thus becoming the Council's new partner; and completion of the CPO and transfer of the property to USD would result in a single ownership being achieved for the ground and upper floors of the building, which would allow the objection to the CPO to be dropped, clearing the way for the repair of the building to proceed. After consideration, the sub-committee authorised the Director of Protective Services to enter into an agency agreement with Union Street Developments Ltd."
GCC DRS Property Sub Committee, December, 1999

"The building is one of Glasgow's most important Grade A listed buildings and is of real international significance. There is no doubt that it is a master piece of Victorian design and construction – unfortunately now showing clear signs of accelerating deterioration"
GCC's Bailie Cameron letter to Culture Minister Hyslop, July, 2010

"A considerable amount of correspondence and many meetings, over a prolonged period of time, have already taken place between the developer and his agents, the City Council, and Historic Scotland, 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."
GCC's Bailie Cameron letter to Culture Minister Hyslop, July, 2010

"The development of a new city centre strategy will include a comprehensive and collaborative review and specifically a consideration of whether areas like Union Street, should in fact be completely reconfigured . . . We need to find the right sources of funding and there are various routes."
GCC's Bailie Cameron, The Evening Times newspaper, June, 2012

"There are some complex issues around Egyptian Halls. Solving those issues will need some creative solutions. It needs creative approaches to design and engineering, but also creative approaches to funding. It also needs a commitment from all involved to continue to discuss and test a wide range of options."
HES February 2020

"Our position on the future of the Egyptian Halls remains the same: we await proposals which show an appropriate and sustainable use for this building, which is absolutely a notable part of Glasgow's built and architectural heritage."
GCC ATS Symposium, February 21, 2020

"USP and USI offer GCC and HES private and confidential, without liability discussions to ensure the Egyptian Halls are preserved and returned to long-term commercial sustainability – at the least cost to the public purse while delivering for the long-term investors a commensurate agreed return."
USP and USI, February, 2020

TOP TEN HITLIST

The following is a countdown of the top ten instances when it's fair to suggest that GCC were not "acting appropriately at every stage". There are many to choose from but these are some of the more noteworthy hits . . .

Number 1: The Sound Of Silence
The fact GCC did not disclose the fundamentally germane CPO Amendment at any time between 1998 and 2014. The legality and ethicality of GCC's contractual behaviour should be investigated then discussed with USP, USI and relevant GCC councillors. This also leads to a primary question: Does GCC believe it showed good faith, given the relationships between any local council or government agency should not be founded on the principle of caveat emptor?

Number 2: Making Your Mind Up
In 2014 hit, after 16 years and 2 months, GCC Legal Director Annemarie O'Donnell (now GCC's CEO) discloses the CPO Amendment. Stating there were advantages to this process, Ms O'Donnell cites not one. This is a surprising position given by then the delay mooted to last until February, 1998, has lengthened by 64 times that. Ms O'Donnell states, unless there's new evidence, nothing more needs to be said or done. USP produces evidence, which GCC ignores, while reinforcing its belief it has always "set out the true position".

Number 3: Surprise, Surprise
Fast-forward to July, 2018, and GCC Legal inadvertently disclose there was, in fact, a contract breach and GCC were in error (albeit weak in their opinion).
USP states this prima facie new evidence and makes contact in November, 2018, with GCC Customer Care, part of Legal. Astonishingly, by May, 2019, USP finds itself banned for being "unreasonably persistent". The evidence has never been assessed objectively.

Number 4: Time After Time
This explores two fundamental questions: How and why has it taken GCC more than 39 years to implement repairs, as prescribed under the 1991 LBRN, which had to be reserved circa 1995? Bear in mind, the 1996 CPO also had to both re-issued and readvertised.

Number 5: Here's Where The Story Ends
This points to a major question: Why does GCC continue to claim the CPO was a success and it assisted USP and USI achieve 100% controlling ownership in both correspondence and in the media? GCC has via correspondence conceded to USP Ltd, by its own volition, USP had in fact reconciled the CPO.

Number 6: Tell Me Why
A worthy follow-up to hit numbers 4 and 5, this asks: How and why did the relevant LBRN and CPO legislation fail?
In relation to the CPO Amendment consequences, when LBRN and CPO legislation has been implemented to assist an approved project's delivery, this should not impact negatively on or discriminate financially against the owners who are co-operating and collaborating fully with the public sector agencies. USP and USI are entitled to ask GCC for a satisfactory explanation.

Number 7: Money, Money, Money
There are many good reasons for this placing yet seemingly not one answer to this question: Why should the private sector co-owners be expected to fund the costs accrued as a direct consequence of the Grant rescindment/reduction issues and delays caused by the non disclosed CPO Amendment?
Scheme costs have increased from £4M to around £30M+ and 1998 grant funding of £1.35M, has disappeared never mind kept pace. Why did GCC in 2010 offer a time-limited grant of £1million for a three-storey extension then approve a two-storey extension, which reduced the overall valuation by £1.5million+ and negated the £1million grant award. The £1million was offered for 12 months when GCC knew Planning and LBC had to be applied for and was unachievable during this timescale – a situation handicapped by GCC stated fact the then identified financial deficit could not be bridged.

Number 8: The Safety Dance
Safety matters yet GCC continues to insist the now protective scaffolding is removed. This is despite unequivocal proof the massive dead weight parapet is not tied to the building, the floors are around 33% of the commercial strength they need to be, the rood and rear wall need replaced and, therefore, the façade is tied to an increasingly problematic structure? It is beyond doubt the scaffolding protects members of the public from the danger of falling masonry. If GCC not believe this, it must state so unequivocally or consider insuring the building given it is presently uninsurable for safety reasons?

Number 9: Can I Get A Witness?
This examines a report that never hit the mark but instead caused an atmosphere of misinformation and confusion. USP had been advised by GCC, HS and the Scottish Government to find a commercial solution to the non viability that the aforementioned had stated could not be funded. The only avenue open to for USP was a new build option. Simply put: there were no other funding alternatives following the worst financial recession for 80 years.
When assessing USP's Application To Demolish due to the impossibility of bridging the CPO-caused ground-floor financial deficit, GCC commissioned an independent report from Ryden. This contained inaccurate statements, assumptions and wrong calculations. Ryden valued the entire building despite USP, the ground-floor owner, not owning the legally separate USI-owned upper floors hotel site. It also omitted the legally binding Deed of Conditions. USI opposed demolition as it had then a commercially fundable scheme. Despite being made aware of these errors, GCC did not respond but seemingly sought to denigrate the co-owners via comments on social media.

10. Behind Closed Doors
At number ten is a long-running saga of mystery: Why does continue GCC continue to brief Ward Councillors without the presence of the building's co-owners? Moreover, why did GCC brief the Scottish Parliament Research Centre without asking for input from the co-owners?
The co-owners' presence would facilitate the understanding of complex issues and allow all parties to move closer to an achievable solution that could be scoped for detailed assessment and discussion.

Bubbling under: Little Lies
In January, 2003, GCC DRS state that the public sector-created deficit has been "effectively eliminated". However they do not disclose the fact the CPO Amendment or causal contract breach are now holding up the discharge of the LBRN and CPO. What they do, instead, is claim in the media to have made a "breakthrough" – a situation, puzzlingly, described as GCC "saving the Egyptian Halls".

scheme development key factors & outline opinions

In summary, it will be helpful to now outline precisely where the omissions and misdirections outlined in some detail above have led in respect of the legal positions in which the parties now find themselves . . .

- **USP cannot take any action against GCC due to being time or Personal Bar being applied**
- **USP cannot take any action against any of the legal advisors due to time bar being applied**
- **USP is 100% liable for all Common Part Repairs as per the Deed of Conditions**
- **USP is liable for all works to the Entranceway and Upper Floors as per Deed of Conservation Burden**
- **GCC cannot take any legal action to rescind the 2008 Deed of Conservation Burden due to being time barred or personal bar application**
- **GCC cannot challenge the 2008 transfer of the Upper Floors from USP to USI due to being time barred or personal bar application**
- **GCC cannot re-instate the 1996 CPO due to personal bar applying**
- **GCC cannot take any action to reverse the ZERO rating of the Upper Floors until the building is restored.**
- **GCC has to take full cognisance of the opinions of nominated scheme architect (TMP) as per Deed of Conservation Burden**
- **GCC's April 2018 Structural report could never be implemented by USP as it owed no Duty of Care obligations to anyone apart from GCC.**
- **GCC can impose a Defective Buildings Notice requesting that localised repairs should be carried out and thereafter scaffolding removed but this would be challenged by the Conservation Burden specified architect and reinforced by the Dec 2019 WRD report.**
- **GCC has step in rights to carry out identified works but again these have to be agreed with the scheme architect as per Deed of Conservation Burden.**
- **GCC can if it secured agreement, carry out works and re-charge USP. And if not paid can levy a relevant charge, this would rank behind the primary standard security holders.**

HOW TO SLICE THE GORDIAN KNOT

Slicing the Gordian that has so long entangled the Egyptian Halls and shackled its future in deflection and delay, confusion and obfuscation is not going to be easy . . . however, as the ancient tale of Alexander the Great ably demonstrates, it certainly can be done.

With such powerful architectural and cultural significance, the Halls command a widely acknowledged and deserved reputation as a potential catalyst for attracting tourism, boosting hospitality, regenerating the retail sector and driving the local economy.

Through an honest assessment of historic failings and a co-operative and proactive plan for the future, this potential can become reality.

It's also apposite that after three years, the Scottish Government has just launched the Scottish National Bank, with the stated aim of transforming the national economy. Of particular relevance to this document is that, to achieve this, the new institution will provide 'patient capital'.

Essentially, this is long-term funding in multiple forms, including through loans and equity, for businesses and projects in Scotland that have often find themselves left behind by private sector investors. The Egyptian Halls is certainly a project that, in many ways, has found itself left behind.

When GCC has answered the questions outlined above and all parties have had time to examine these responses, it is entirely possible to move forward and deliver the significant cultural and regeneration opportunities the Egyptian Halls offer not only Glasgow but the whole of Scotland.

When private and confidential mediation is agreed, this can and should lead to the restoration of what was and still can be an effective collaborative process – one that will see the ultimate achievement of the mutual objectives all stakeholders have had since the serving of the 1991 LBRN: the rebirth of the Egyptian Halls.

acknowledged project benefits

Options A, B, C and E for the Egyptian Halls would, among many other positive outcomess, deliver the following benefits for all of Glasgow's Union Street.

All of these projections can be confirmed by GCC itself using various different econometric modelling processes.

- A £30 million-plus development to kickstart the Union Street regeneration
- The creation of a 150-200+ bedroom, circa 3-4 star hotel on the USI-owned upper floors, with all of the associated employment and tourism benefits
- The scope to establish bars and restaurants on USP-owned ground floor and/or the creation of the GCC-supported Museum of Slavery
- The potential to create 200 jobs and around 30-plus Modern Apprenticeships
- Pay Rates would be in the region of £400,000 per annum; over 10 years this will generate £4 million and over 25 Years £10 million
- The project meets the GCC and Scottish Government's Economic Growth, Tourism, Training and Cultural Preservation policies.
- The opportunity to integrate the NCP Car Park to create Mackintosh-Thomson Mews and personifies the ambitions of Glasgow City District's City Deal Plan.
- The significant multiplier effects/ economic additionality gains look to a potential £3.5 million to £5 million per annum or £50 million over 10 years and £125 million over 25 years.
- The increasing asset value of the building itself – on completion this could be £20 million to £25 million
- Union Street's current exclusion from the Glasgow City Plan would likely be rescinded if a way forward for the Halls can be brokered, given the following GCC Strategic Policy Statements:

❍ The building is one of Glasgow's most important Grade A-listed buildings and is of real international significance. There is no doubt that it is a masterpiece of Victorian design and construction – unfortunately now showing clear signs of accelerating deterioration

❍ The proposed development is clearly in line with national economic and tourism strategy and, in addition to providing accommodation towards the acknowledged hotel bed space shortage in the City, will contribute employment (160 jobs) and additional non-domestic rate (approximately £350,000 per annum)

❍ The development is a critical part of our developing strategy for the refurbishment/upgrading of Union Street. *GCC's Bailie Cameron letter to Culture Minister Hyslop, July, 2010*

❍ "The development of a new city centre strategy will include a comprehensive and collaborative review and specifically a consideration of whether areas like Union Street should, in fact, be completely reconfigured. We need to find the right sources of funding and there are various routes." *GCC's Bailie Cameron, Evening Times, June, 2012*

For all appendices and links to related documents click on to http://egyptianhalls.co.uk/Appendices.html