

## MINUTE OF AGREEMENT

between

THE CITY OF EDINBURGH COUNCIL, constituted under the provisions of the Local Government Etc. (Scotland) Act 1994 and having its main office at City Chambers, High Street, Edinburgh (who and whose successors are hereinafter referred to as "the Council")

and

NATIONAL PLAYING FIELDS ASSOCIATION (operating as Fields In Trust), incorporated by Royal Charter registered with the Office of the Scottish Charities Regulator as Charity Number SC040357 (and having its Head Office at 15 Crinan Street, London N1 9SQ (who and whose successors are hereinafter referred to as "FIT")

### WHEREAS:

The Council is the heritable proprietor of a number of areas of open space in Edinburgh all as described in Part 1 of the Schedule annexed and signed as relative hereto ("the Subjects") and each of which is delineated in red on the plans contained within Part 3 of the schedule (" the Schedule") annexed and signed as relative hereto, (hereinafter the "Plans"), which Plans are hereby declared all to be demonstrative only and not taxative, and have agreed to nominate the Subjects to FIT to enable FIT to dedicate the said areas in accordance with and for the purpose of FIT'S Queen Elizabeth Fields Challenge only as Queen Elizabeth Fields for the use and enjoyment of the inhabitants of the relevant areas of Edinburgh in perpetuity.

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:-

1. The Council grants to FIT a right to designate the Subjects as public parks, playing fields or open space, with development thereon which enhances outdoors use such as changing rooms and pavilions, in perpetuity from the last date of execution of these presents (the "dedication date"), only insofar as the Subjects are available for such designation, subject to and without prejudice to the terms of the existing leases between the Council and its tenants, which leases and the main terms of which leases are listed in Part 4 of the Schedule (the Leases).
2. The Council undertakes from the dedication date not to use the Subjects or permit the Subjects to be used other than as public parks, playing fields or open space, with development thereon which enhances outdoors use such as changing rooms and pavilions, and for the general uses detailed in Part 2 of the Schedule, except with the consent of FIT.
3. Notwithstanding Clause 6, the Council shall not have power to sell, transfer, lease, licence, excamb, or otherwise dispose of or grant any security interest over the whole or any part of the Subjects which detrimentally could affect the use of the Subjects as public parks, playing fields or open space with development thereon which enhances outdoor use, such as changing rooms and pavilions, except with the consent of the FIT (such consent not to be unreasonably withheld or a decision thereon unreasonably delayed), provided, however, that no such consent shall be required for (i) the grant of short term licences, lettings, hire arrangements or the grant of similar such occupancy rights which the Council properly considers compatible with the use of the Subjects, (ii) the grant of occupancy rights to food and drink vendors which the Council properly considers compatible with the use of the Subjects and/or (iii) the grant of such wayleaves, servitudes or other third party rights over the Subjects or part thereof as the Council considers reasonable and appropriate. In the event of the whole or any part of the Subjects being sold, with the prior consent of FIT as aforesaid, the Council shall expend the proceeds of the sale (or an equivalent sum thereto) in (i) improving the remaining part of the Subjects (if any), (ii) acquiring

new or additional recreation ground and/or (iii) for the erection of buildings and conveniences of the character described in Clause 4 below. This Clause 3 is subject also to Clause 4 below.

4. There shall not be erected on the Subjects or any part of them except with the prior written consent of the FIT any buildings or temporary structure other than residences for park-keepers, gardeners, caretakers and others employed on the said playing field and such other buildings or erections as are required for use as pavilions, dressing rooms, shelters, conveniences and others in connection with the use of the Subjects for recreation purposes including, without prejudice to the foregoing generality, the erection of cafeterias and other facilities for the sale of food and drink and playground or sports equipment or similar such installations and/or structures (such foregoing residences and other buildings and erections being hereinafter referred to as "Permitted Structures"). Declaring for the avoidance of doubt that no such consent shall be required from the FIT for (i) the erection of Permitted Structures and (ii) the erection on the Subjects of any statues, sculptures and other monuments or similar structures. Nothing in this Agreement shall restrict the Council's ability to build or develop, or allow others to do so, any adjacent or neighbouring land belonging to it or under its control, subject to all statutory and other regulatory consents for the same being obtained.
5. The Council, in so far as it is consistent with their duties as a local authority, will have regard to any reasonable advice given by FIT as to the management and running of the Subjects.
6. (i) The Council shall without the need for any prior consent of FIT have full power to let the Subjects for the uses detailed in Part 2 of the Schedule, to fix the rates and charges, to close the Subjects or any part of them at such times as may be proper or necessary for a reasonable number of days in each year, to frame rules and regulations to enable the foregoing purposes to be effected and generally to attend to the management of the Subjects.  
  
(ii) The Council hereby warrants that the Leases are on the terms and conditions set out in Part 4 of the Schedule.
7. All revenue and other monies received by the Council in respect of the Subjects, or an equivalent sum thereto, shall be applied towards the maintenance and improvement of the Subjects, the provision and maintenance of buildings and conveniences on the Subjects, and in payment of all outgoings and liabilities in connection with the Subjects. Surplus income in any year shall be carried to a reserve fund or otherwise dealt with in such manner as the Council shall (having regard to the said purposes for which revenue is to be applied) think proper.
8. The Council shall be bound to use reasonable endeavours to maintain (or procure another does so) the Subjects, and the buildings, walls, fences and conveniences erected on it, in good condition for recreation purposes. The Council shall if requested prepare an annual report as to the state and use of the Subjects and send a copy by 31 December in each year to FIT.
9. The Council undertakes from the dedication date not to grant any real burdens, servitudes or other conditions, which could affect the use of the Subjects as public parks, playing fields or open space with development on site which enhances outdoors use such as changing rooms and pavilions without the consent of FIT;
10. The Council undertakes from the dedication date to attach or erect, as appropriate, and to allow the remaining in place of, a plaque or plaques within the Subjects, to be provided by FIT, reflecting FIT's interest in the Subjects, and giving recognition of financial support where required by FIT.

11. It shall be competent for the FIT at any time on the request of the Council to waive and discharge the whole or any of the terms, obligations, conditions and others contained in this Agreement.
12. FIT undertakes that it will:-
  - 12.1. not unreasonably withhold or delay consent (where the same is required in terms of the foregoing clauses hereof) to the erection of any buildings or other structures upon the Subjects , except in the case of any buildings which could detrimentally affect the use of the Subjects as public parks, playing fields or open space with development on site which enhances outdoor use, such as changing rooms and pavilions, subject to the Council giving due regard to FIT's duties to perform its charitable objects
  - 12.2. notify the Council without unreasonable delay of any concerns or matters of advice to which it requires the Council to have regard.
13. Any powers, duties and functions given to the FITA under the terms of this Agreement shall also be exercisable by the Scottish Committee of the FIT on the FIT's behalf.
14. Each party to this Agreement shall bear its own legal fees and outlays in respect of this transaction.
15. For the avoidance of doubt, the FIT hereby record their acceptance of and consent to the uses of, and grant of any rights in respect of, the Subjects as at the last date of execution hereof.
16. The FIT shall not be entitled to assign, transfer or otherwise deal with its rights and obligations under this Minute of Agreement, other than to assign them to a successor organisation which replaces or substitutes it and has the same objectives to promote the use of parks as areas of public recreation.

17. In the event of the Council disposing of its interest in all or any part of the Subjects, the Council will bind their successors in title to the Subjects (or the relevant part thereof) to enter into a Minute of Agreement with FIT or their successors in the same terms mutatis mutandis, and containing this undertaking, in the event of the Council disposing of their heritable interest in the Subjects (or the relevant part thereof): IN WITNESS WHEREOF these presents consisting of this and the preceding three pages and the Schedule annexed hereto are executed as follows:-

Subscribed for and on behalf of the said  
THE CITY OF EDINBURGH COUNCIL  
at EDINBURGH on the  
19th day of AUGUST 2012 by

I.A. DAVID STRACUAN

one of its Proper Officers in the presence of:

Witness... JAMES DOHERTY  
Name ..... JAMES DOHERTY  
Address ..... WAVERLEY CARS

Proper Officer

..... WEST MARKET STREET  
..... EDINBURGH

Subscribed for and on behalf of the said  
NATIONAL PLAYING FIELDS ASSOCIATION (Operating as Fields in Trust)  
at LONDON on the  
7th day of JANUARY 2012 by

..... (signature)

..... ( Print Name) TIMOTHY JOHN SMITH

..... ( Print Address) ADELPHI HOUSE, LONDON SW10 6KJ, LONDON EC4R 7HA

one of its Trustees, and

..... (signature)   
..... ( Print Name) RICHARD DOUGLAS SCHUSTER  
..... ( Print Address) THE GRANGE, OVER WORTON  
CHIPPING WORTON, OXON OX7 7ES

One of its trustees AT OXON ON 21/12/2012

in the presence of: .....(signature) Witness

..... ( Print Name)

..... ( Print Address)



**Schedule**

This is the Schedule referred to in the foregoing Minute of Agreement entered into between The City of Edinburgh Council and National Playing Fields Association.

**Part 1**

**1. Hermitage of Braid**

ALL and WHOLE those subjects known as Hermitage of Braid, Edinburgh being shown delineated in red on Hermitage of Braid Plan.

**2. Blackford Hill**

ALL and WHOLE those subjects known as Blackford Hill, Edinburgh being shown delineated in red on Blackford Hill Plan.

**3. Portobello Golf Course**

ALL and WHOLE those subjects known as Portobello Golf Course, Edinburgh being shown delineated in red on the Portobello Golf Course Plan.

**4. Easter Craiglockhart Hill**

ALL and WHOLE those subjects known as Easter Craiglockhart Hill, Edinburgh being shown delineated in red on the Easter Craiglockhart Hill Plan.

**Part 2****1. Hermitage of Braid**

The subjects outlined in red on the Hermitage of Braid Plan shall be used as a nature reserve, for informal recreation and for the enjoyment and study of nature or for any other local objects (subject always that any such use for local objects does not in the reasonable opinion of FIT materially detrimentally affect the informal recreational use of the said subjects).

**2. Blackford Hill**

The subjects outlined in red on the Blackford Hill Plan shall be used as a nature reserve, for informal recreation and for the enjoyment and study of nature or for any other local objects (subject always that any such use for local objects does not in the reasonable opinion of FIT materially detrimentally affect the informal recreational use of the said subjects).

**3. Portobello Golf Course**

The subjects outlined in red on the Portobello Golf Course Plan shall be used as a golf course and for other games and (subject to the subjects being primarily used for the purpose of a golf course including, without prejudice to the foregoing generality, use for allotments and other community food growing activities) for any other local objects (subject always that any such use as allotments or for local objects does not in the reasonable opinion of FIT materially detrimentally affect the recreational use of the said subjects).

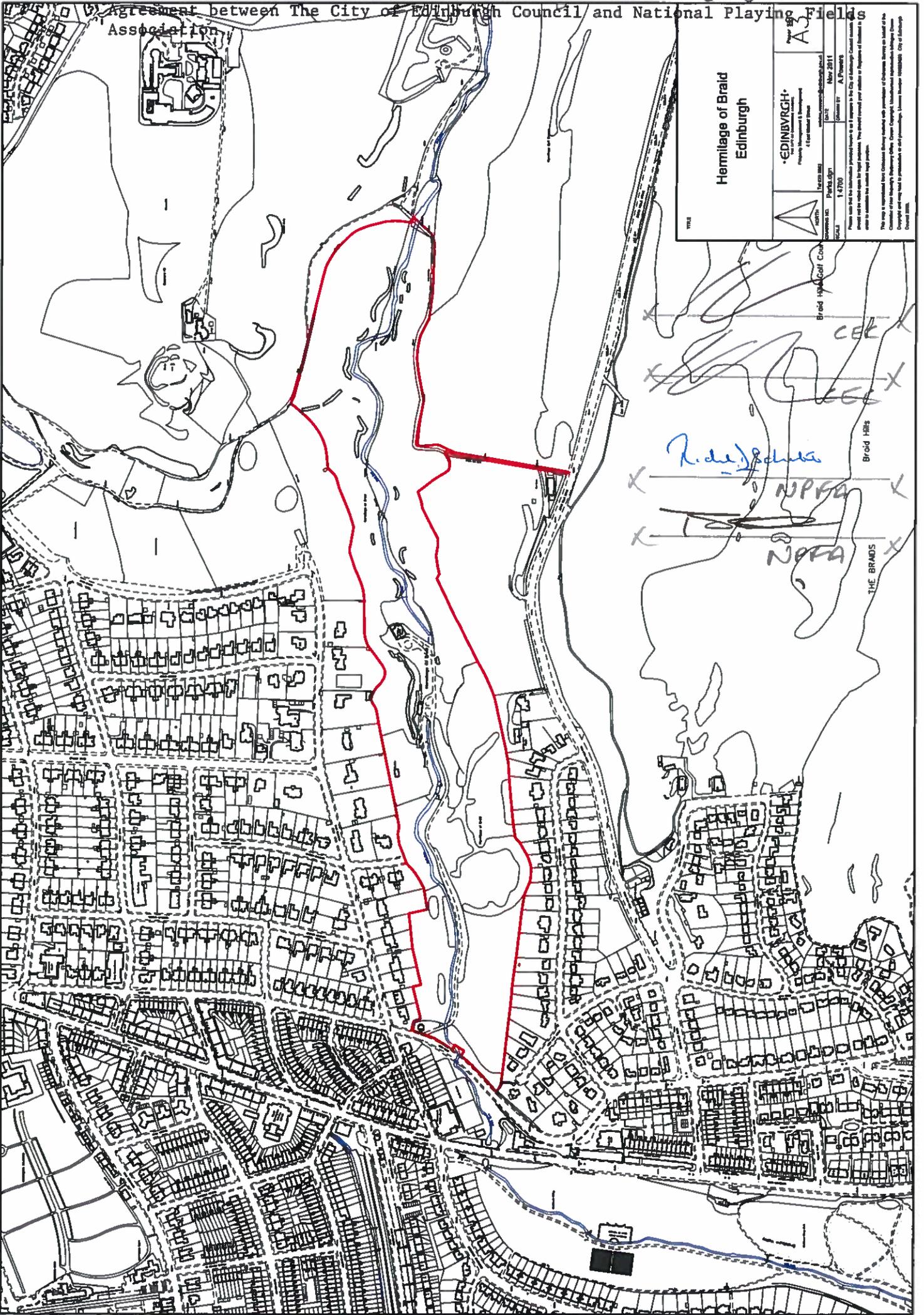
**4. Easter Craiglockhart Hill**

The subjects outlined in red on the Easter Craiglockhart Hill Plan shall be used as a nature reserve, for informal recreation and for the enjoyment and study of nature or for any other local objects (subject always that any such use for local objects does not in the reasonable opinion of FIT materially detrimentally affect the informal recreational use of the said subjects).

**PART 3**

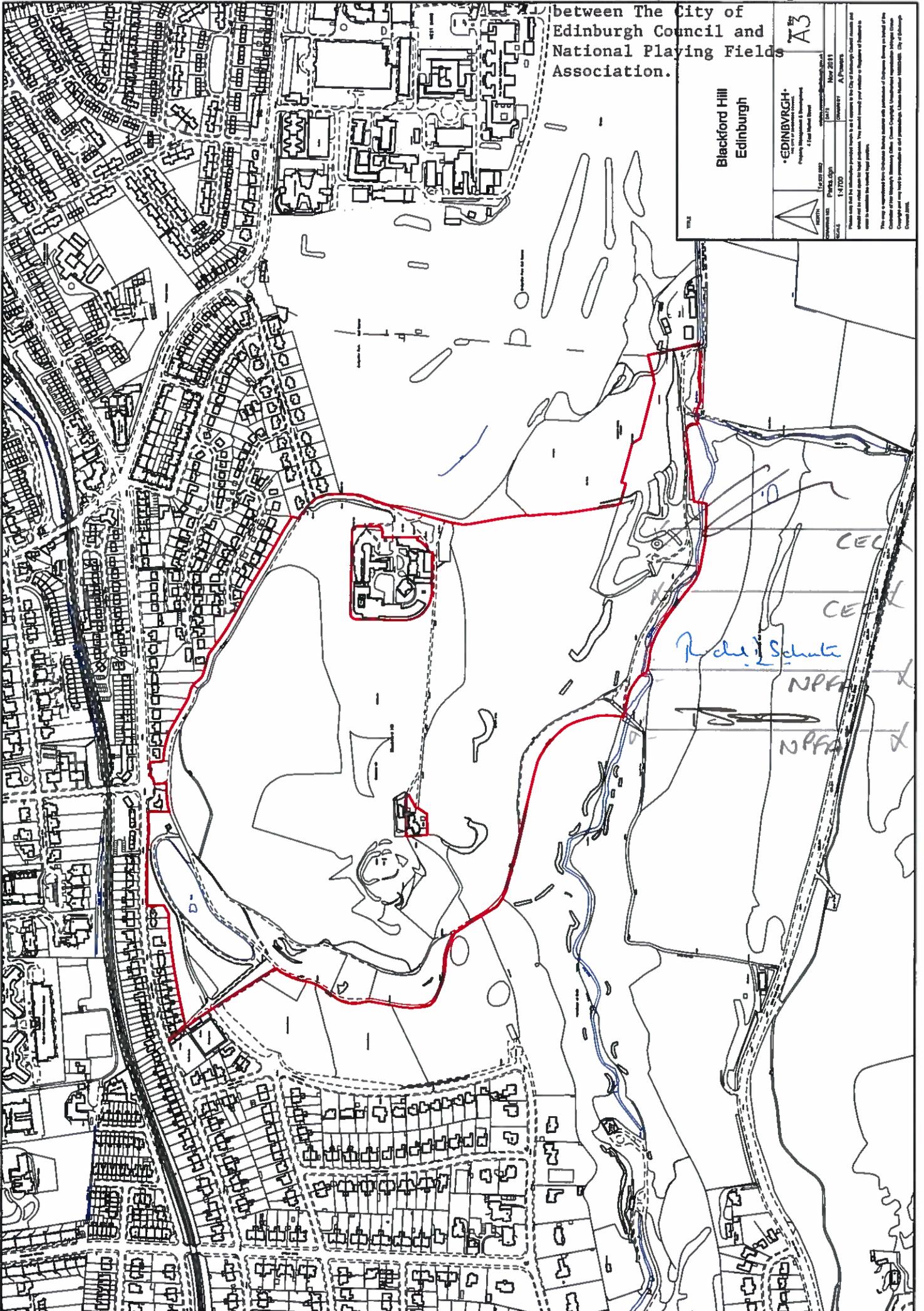
**Plans**

This is the Heritage of Braid Plan referred to in the foregoing Minute of Agreement between The City of Edinburgh Council and National Playing Fields Association.



This is the Blackford Hill Plan referred to in the foregoing Minute of Agreement

between The City of Edinburgh Council and National Playing Fields Association.



Blackford Hill  
Edinburgh

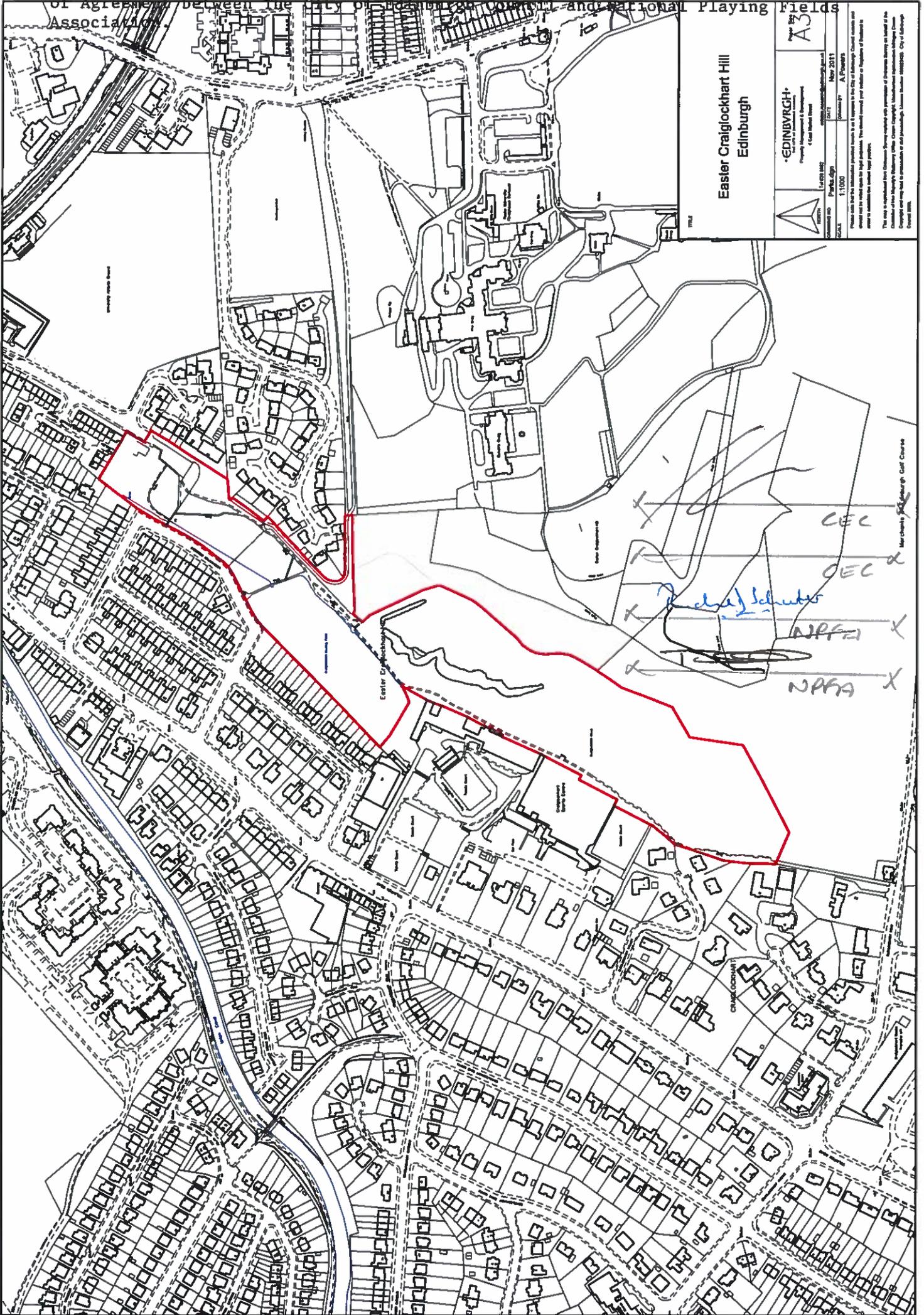
A3  
 EDINBURGH  
 Planning Department & Environment  
 4 East Market Street  
 EDINBURGH EH1 1DT  
 Tel: 0131 552 2822  
 Fax: 0131 552 2823  
 Website: www.edinburgh.gov.uk  
 Date: 14 Nov 2011  
 Project: A3  
 Scale: 1:4700  
 Please note that this plan is for information purposes only. It is not a contract and the City of Edinburgh Council cannot be held liable for errors or omissions. You should consult your solicitor or a Registered Planner to ensure that this plan meets your requirements.

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This is the Easter Craiglockhart Hill Plan referred to in the foregoing Minute

of Agreement between the City of Edinburgh Council and National Playing Fields Association



Easter Craiglockhart Hill  
Edinburgh

	EDINBURGH	DATE	NOV 2011
	Property Measurement & Surveys 4 East Market Street	PROJECT	A. PROBERTS
SCALE	1:1000	DATE	

Notes: This plan has been prepared for the use of the City of Edinburgh Council and is not to be used for any other purpose. The user must ensure that the plan is used in accordance with the terms of the agreement between the City of Edinburgh Council and the National Playing Fields Association.

The City of Edinburgh Council is not responsible for any errors or omissions in this plan. The user must ensure that the plan is used in accordance with the terms of the agreement between the City of Edinburgh Council and the National Playing Fields Association.

Marshall's Golf Course

**PART 4**

**Leases**

## Leases Granted on Proposed Jubilee Parks

	Park	Details of Lease
1	Easter Drylaw Park	
2	Ravelston Park	Ravelston Park Pavilion 17 Keith Crescent, EH4 3NH Tenant: Blackhall Nursery Lease from 01/11/10 – 31/10/13 Rent £500 p.a.
3	Ravelston Woods	
4	Starbank Park	
5	Victoria Park	
6	Figgate Park	
7	Lochend Park	
8	Rosefield Park	
9	Braidburn Valley Park	
10	Hermitage of Braid	Warden's House within Hermitage of Braid Mansion House, 69 (1) Braid Road EH10 6JF Service tenancy Lease 12/06/09 – 01/06/13 Rent £2,520 p.a.  Hermitage of Braid Lodge House 69 (2) Braid Road, EH10 6JF Secure Tenant (retired staff)
11	Blackford Hill	
12	Morgan Playing Fields	
13	Morningside Park	
14	Seven Acre Park	
15	Colinton Mains Park	
16	Easter Craiglockhart Hill	
17	Hailes Quarry Park	
18	Harrison Park	
19	Saughton Park and Gardens	Catering Stance 172 (11) Balgreen Road, EH11 3AU Tenant: Elizabeth Moncrieff Lease from 01/09/12 – 31/08/13 Rent £12,500 p.a.
20	Ferry Glen	
21	St Margaret's Park	Dower House / Gibson Lodge 29 Corstorphine High Street, EH12 7SZ Tenant: Corstorphine Trust Lease from 04/03/91 – 15/05/15 Rent £750 p.a.  St Margaret's Park Clubroom 31/1 Corstorphine High Street, EH12 7SU Tenant: 10 <sup>th</sup> Haymarket Scout Group

  
 Richard Schank CEC  
 NPFAA

  
 T. S. S. CEC  
 NPFAA

22	Union Park	Union Public Park Clubroom 99 (13) Saughton Road North, EH12 7DY Tenant: Corstorphine Rugby Football Club Lease from 15/05/75 – 15/05/15 Rent £950 p.a.
23	Montgomery Street Park	
24	Pilrig Park	

  
 CEC X  
 Richard Schuster  
 NPFA X

X CEC X  
  
 X NPFA X

**MINUTE OF AGREEMENT**

between

**THE CITY OF EDINBURGH COUNCIL**

and

**NATIONAL PLAYING FIELDS ASSOCIATION (OPERATING AS FIELDS IN TRUST)**

**SUBJECTS: 22 Sites in Edinburgh**

**ACTING HEAD OF LEGAL, RISK AND COMPLIANCE**

**THE CITY OF EDINBURGH COUNCIL**

**4 EAST MARKET STREET**

**EDINBURGH**

**EH8 8BG**