

**LEASE**  
**between**  
**THE CITY OF EDINBURGH COUNCIL**  
**and**  
**QUEENSFERRY SPORTS AND COMMUNITY HUB**

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## LEASE

between

**THE CITY OF EDINBURGH COUNCIL**, the Local Authority for the City in terms of the Local Government etc (Scotland) Act 1994 and having its principal place of business at Waverley Court, 4 East Market Street, Edinburgh, EH8 8BG

and

**QUEENSFERRY SPORTS AND COMMUNITY HUB**, a Scottish Charitable Incorporated Organisation incorporated under The Charities and Trustee Investment (Scotland) Act 2005 (Scottish Charity Number SC044532) and having its registered office at 30 Ashburnham Road, South Queensferry EH30 9JN

### 1 Definitions

In this Lease:

- 1.1 **"Car Park"** means the area shown coloured blue on the Plan;
- 1.2 **"Contaminant"** means any flammable, combustible, explosive, infectious, corrosive, caustic, irritant, strong, sensitising, carcinogenic or radioactive material, hazardous waste, toxic substance, petroleum or petroleum derived substance or any pollutant, material, substance or waste regulated by or conceived as harmful under any Environmental Legislation;
- 1.3 **"Date of Entry"** means 18 December 2018, notwithstanding the date or dates hereof;
- 1.4 **"Date of Expiry"** means the date immediately preceding the 25<sup>th</sup> anniversary of the Date of Entry or earlier termination (however terminated) of this Lease;
- 1.5 **"Duration"** means the period from the Date of Entry until the Date of Expiry;
- 1.6 **"Environmental Legislation"** means all statutes, regulations, orders or other legislation or laws regulating or controlling health, safety, pollution, land contamination or protection of the environment;
- 1.7 **"Insured Risks"** means the risks of fire, explosion, aircraft, storm and tempest, earthquake, riot and civil commotion, lightning, subsidence, malicious damage (excepting malicious damage caused in the course of theft or attempted theft from the Property), bursting and overflowing of water tanks, apparatus and pipes, flood, impact by road vehicles and such other insurable risks as the Landlords or the Tenants may from time to time reasonably require;
- 1.8 **"Insurers"** means such United Kingdom-based insurance office of repute as is nominated by the Landlords, acting reasonably;

- 1.9 **"Landlords"** means the said the City of Edinburgh Council and, in substitution therefor, any person succeeding to their interest under this Lease and where there are two or more persons included in the term "Landlords" from time to time the obligations expressed to be made by them shall be deemed to be made by such persons jointly and severally;
- 1.10 **"Lease"** means this Lease and, save where otherwise expressly provided, any document which is supplemental hereto or which is expressed to be collateral herewith or which is entered into pursuant to or in accordance with the terms hereof;
- 1.11 **"Period of this Lease"** means the Duration together with any continuation thereof whether by tacit relocation, under an Act of Parliament or for any other reason;
- 1.12 **"Permitted Use"** means use as a sports pavilion and community hub with licensed bar and function room, adjoining car park and multi-use sports courts;
- 1.13 **"Plan"** means the plan annexed and subscribed as relative hereto;
- 1.14 **"Planning Acts"** means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and any legislation of like purpose or nature;
- 1.15 **"Pre Existing Contamination"** means the existence or migration of a Contaminant in on or at the Property or any parts thereof at the Date of Entry other than any Contaminant which is present in on at or under the Property as a direct result of any act or omission of the Tenant or those for whom the Tenant is legally responsible during the period of the Lease;
- 1.16 **"Prescribed Rate"** means the rate of 4% above the Relevant Interest Rate;
- 1.17 **"Property"** means ALL and WHOLE the sports pavilion known as and forming Queensferry Sports and Community Hub at 30 Ashburnham Road, South Queensferry, EH30 9JN and adjoining sports courts and Car Park all as shown outlined in red on the Plan and partly coloured blue and partly uncoloured and which subjects form part and portion of ALL and WHOLE (i) the subjects at 30 Ashburnham Road, South Queensferry, EH30 9JN, which subjects are registered in the Land Register of Scotland under Title Number WLN6052 and (ii) the subjects described in and disposed by disposition by The Right Honourable Albert Edward Henry Mayer Archibald, Earl of Rosebery and Midlothian in favour of the Provost, Magistrates and Councillors of The Royal Burgh of Queensferry dated 11 November 1952 and recorded in the General Register of Sasines for the County of West Lothian on 5 December 1952; together with (i) the pertinents thereof and the heritable fixtures and fittings from time to time therein and thereon and (ii) all buildings and structures from time to time on the Property and the load-bearing walls, structure, foundations and roofs of those buildings;
- 1.18 **"Property Insurance"** means insurance for such sum as the Landlords may from time to time reasonably decide represents the reinstatement value or such greater sum as the Tenants may

reasonably require (including fees and the cost of shoring up, temporary works and arrangements, demolition and site clearance and such allowance for inflation as the Landlords may reasonably determine) of the Property against loss or damage by the Insured Risks;

- 1.19 **"Relevant Interest Rate"** means the base rate from time to time of The Royal Bank of Scotland plc or, if such rate is at any time incapable of ascertainment, such other UK national clearing bank rate which may from time to time be determined in writing by the Landlords acting reasonably;
- 1.20 **"Schedule of Condition"** means the schedule of condition of three parts annexed and subscribed as relative hereto;
- 1.21 **"Tenants"** means the said Queensferry Sports and Community Hub, a Scottish Charitable Incorporated Organisation incorporated under The Charities and Trustee Investment (Scotland) Act 2005 (Scottish Charity Number SC044532) and having its registered office at 30 Ashburnham Road, South Queensferry EH30 9JN and, in substitution therefor, their successors and permitted assignees and where there are two or more persons included in the term "the Tenants" from time to time the obligations expressed to be undertaken by them shall be deemed to be undertaken by such persons jointly and severally provided that neither the foregoing definition nor anything else expressed in this Lease shall be construed or operate so as to impose a continuing liability upon any person having right to the tenants' interest under this Lease following a permitted assignment of their interest; and
- 1.22 **"Uninsured Risk"** means any risk expressly specified in the Insured Risks definition that:
- a) is not insured against because, at the time the insurance is taken out or renewed, insurance is not generally available in the UK market on normal commercial terms; or
  - b) is not, at the date of the damage or destruction, insured against by reason of a limitation or exclusion imposed by the insurers

but will not include loss or damage (or the risk of it) caused by reason of the Tenants act or failure to act;

- 1.23 **"VAT"** means value added tax payable under the Value Added Tax Act 1994 as amended from time to time or under any directives or regulations adopted by the Council of the European Union which relate to value added tax or any similar tax introduced in substitution therefor.

## **2 Interpretation**

- 2.1 In this Lease any right or power expressed to be reserved to or conferred on the Landlords, any inspection or works expressed to be carried out by the Landlords and any notice, request or demand expressed to be served or issued by the Landlords may be exercised, carried out, served or issued by the Landlords and/or their duly authorised employee, factor, professional adviser, agent and/or contractor.

- 2.2 Where any matter requires the consent or approval of the Landlords under this Lease and also the consent or approval of any other person in terms of the title deeds of the Property or in terms of any lease to which the Landlords' interest in the Property is subject, the consent or approval of such other person shall be a necessary condition of the grant of such consent or approval by the Landlords.
- 2.3 Words importing any gender shall include the other genders, words importing the singular number shall include the plural number and vice versa and words denoting natural persons shall include incorporated bodies and vice versa.
- 2.4 Where the Tenants are a firm or partnership the obligations of the Tenants under this Lease:
- 2.4.1 shall be binding jointly and severally on all persons who are or become partners of the firm or partnership at any time during the Period of this Lease and their respective executors and representatives whomsoever as well as on the firm or partnership and its whole stock, funds, assets and estate without the necessity of discussing them in their order, and
- 2.4.2 shall subsist and remain in full force and effect notwithstanding any change or changes which may take place in the firm or partnership whether by the assumption of a new partner or partners or by the retiral, bankruptcy, apparent insolvency or death of any individual partner or the dissolution of such firm or partnership but the Landlords' consent will not be unreasonably withheld to the discharge of any such retiring partner or the estate of any deceased partner where the remaining partners are demonstrably capable of fulfilling the obligations of the Tenants under this Lease.
- 2.5 Any reference in this Lease to an Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom and any obligation to comply with an Act of Parliament shall include an obligation to comply with any relevant directive or subordinate or other legislation of the European Union, provided that any reference in this Lease to the Town and Country Planning (Use Classes) (Scotland) Order 1997 shall, notwithstanding any modification, extension or re-enactment thereof, nonetheless still be construed as a reference to the said Order in the form in which it is enacted at the Date of Entry.
- 2.6 The headings to Clauses and sub-clauses are for ease of reference only and shall be disregarded in the construction or interpretation of this Lease.
- 2.7 References in this Lease to a numbered Clause or sub-clause without further amplification are references to the Clause or sub-clause of this Lease so numbered.
- 2.8 Any obligation of the Tenants under this Lease which has the effect of prohibiting or restricting any act of the Tenants in relation to the Property shall be deemed to incorporate an obligation on the

part of the Tenants or any authorised occupier of the Property not to allow or suffer any other person to infringe such prohibition or restriction.

2.9 In any case where the rent or any other payment made or to be made by the Tenants falls to be apportioned by reference to time, the portion of such payment due by the Tenants shall be equal to that fraction of such payment whose numerator is the number of days in the period over which the Tenants' liability in respect of such payment extends and whose denominator:

2.9.1 in the case of the rent (notwithstanding any reference in this Lease to equal quarterly payments) and any other annual payment is three hundred and sixty five (365); and

2.9.2 in any other case is the total number of days in the period to which such payment relates.

2.10 In this Lease the words "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.

### **3 Grant and Duration**

3.1 The Landlords in consideration of the rent and of the other undertakings by the Tenants in this Lease exclusively let to the Tenants (but excluding assignees and sub-tenants legal or voluntary and creditors and managers for creditors in any form except where permitted in accordance with the terms of this Lease) for the Duration the Property.

3.2 DECLARING THAT notwithstanding the provisions of Clause 3.1, should the Tenants' obligations under Clause 6.5 hereof result in the Tenant being unable to maintain three (3) months operational reserves (for which it can properly vouch), such that it will or is likely to lose its' charitable status, as determined and governed by The Office of the Scottish Charity Regulator (or such successor or equivalent body), then the Tenant may terminate the Lease on giving the Landlord not less than one (1) months prior written notice to that effect.

### **4 Tenants' acceptance of Property**

The Tenants accept the Property as being in the condition as evidenced by the Schedule of Condition.

### **5 Tenants' monetary obligations**

The Tenants undertake to the Landlords to observe and perform the obligations specified in this Clause 5.

### 5.1 **Rent**

To pay rent throughout the Duration at the annual rent of ONE POUNDS (£1) STERLING exclusive of VAT (if asked).

### 5.2 **Insurance premiums**

To pay to the Landlords on demand a sum equal to:

5.2.1 the amount paid or payable by the Landlords in respect of effecting and maintaining Property Insurance; and

5.2.2 the amount paid or payable by the Landlords in respect of effecting and maintaining insurance against third party liability risks in respect of the Property for such sum as the Landlords shall from time to time reasonably deem sufficient.

### 5.3 **Additional insurance premiums**

To pay to the Landlords on demand any sum by which the insurance premiums payable by the Landlords in respect of the Property Insurance or any other adjoining or adjacent property in which the Landlords have an insurable interest may be increased in consequence of any alteration effected to the Property by the Tenants or by any other occupier or in consequence of the use of the Property by the Tenants or any act, neglect or default of the Tenants or any occupier or of the employees or contractors of any of them or of any other person who shall enter upon the Property (other than the Landlords, their agents, employees, contractors and servants or any other person authorised by the Landlords).

### 5.4 **Deficiency in insurance proceeds**

To pay to the Landlords on demand a sum equal to the amount of any deficiency in the proceeds of the Property Insurance attributable to any act, neglect or default of the Tenants or any authorised occupiers of the Property or of the employees or contractors of any of them or of any other person who shall lawfully enter upon the Property (other than the Landlords, their agents, employees, contractors and servants or any other person authorised by the Landlords).

### 5.5 **VAT**

To pay to the Landlords on demand VAT at the relevant rate for the time being in force on all payments undertaken to be made by the Tenants to the Landlords under this Lease (but only in exchange for a valid VAT invoice therefor) save to the extent that the Landlords shall be able to recover, reclaim or otherwise set-off against outputs the whole of the VAT in any of which events the VAT shall be borne by the Landlords (except in the case of VAT in respect of the rent payable under this Lease, which VAT shall be payable by the Tenants).

## 5.6 Rates and other assessments

To pay when due all reasonable and properly incurring rates for which the Landlord can properly vouch (or such alternative local tax as may be substituted therefor), taxes, charges, assessments, impositions and outgoings whatsoever (whether or not of a capital or nonrecurring nature) which are, at any time during the Period of this Lease, payable in respect of the Property by the owner, tenant (which expression shall include the Tenants and any person having an interest in the Property derived from that of the Tenants) or occupier other than:

5.6.1 any rent or interest on outstanding rent payable by the Landlords or by any other person from whom the Landlords' interest in the Property is derived;

5.6.2 any tax (other than VAT in respect of the rent payable under this Lease) assessed in respect of any dealing or deemed dealing with the Landlords' interest in the Property or with any other interest from which the Landlords' interest in the Property is derived;

any tax payable by the Landlords in respect of the rents and other payments arising under this Lease (except as otherwise expressly provided).

## 5.7 Public utilities

To pay all charges for gas, electricity, water, telephone or other services used in the Property and the cost of the periodic rental of any meters and other equipment supplied to the Property, whether or not regulated by separate agreement with the Landlords

## 5.8 Common charges

Save to the extent that the payment, expenditure and charges referred to in this Clause 5.8 are required to remedy, or are required in connection with the remedying of, any damage or destruction (other than damage to or breakage of plate glass) caused by or attributable to any of the Insured Risks to pay to the Landlords on demand a sum equal to the amount of any payment due by the Landlords under the title deeds or title sheet of the Property.

## 6 Tenants' non-monetary obligations

The Tenants undertake to the Landlords to observe and perform the further obligations specified in this Clause 6.

### 6.1 Title conditions

6.1.1 Excluding any payment due under Clause 5.8 (which will be due under that Clause) to observe and implement in the same manner and to the same extent and effect as if they were the proprietors of the Property the title conditions so far as still subsisting relating to the Property specified in the title deeds or title sheet of the Property (save to the extent that such title conditions are inconsistent with the provisions of this Lease).

6.1.2 To free and relieve the Landlords against any reasonable and properly incurring loss or liability (other than such as has been caused by the Landlords' negligence or those for whom it is responsible for in laws), arising from any breach by the Tenants or any other authorised occupiers (other than the Landlords, their agents, employees, contractors and servants or any other person authorised by the Landlords) of Clause 6.1.1. This shall not apply if and to the extent that: (1) insurance instituted by the Landlords indemnifies the Landlord against said liability, and/or (2) the Landlord would have been so fully indemnified out of said insurance had the Landlord complied fully with the Landlords' obligations under Clause 13.1.

## 6.2 Use

6.2.1 Not to use or permit or suffer the Property or any part thereof to be used otherwise than for the Permitted Use save with the prior written consent of the Landlords, such consent not to be unreasonably withheld or delayed provided that such other use does not, in the reasonable opinion of the Landlords, conflict with the principles of good estate management and without prejudice to the foregoing, not to:

6.2.1.1 use or permit the Property or any part thereof to be used as residential or sleeping accommodation or for any noxious, noisy, dangerous, offensive, illegal or immoral trade, business, manufacture or occupation nor for gaming or gambling nor as a betting shop or amusement arcade nor for any purpose which in the reasonable opinion of the Landlords may be or grow to be a legal nuisance or cause undue disturbance or inconvenience to the Landlords or the neighbourhood;

6.2.1.2 do or permit or suffer on the Property or any part thereof any act or omission whereby any insurance policy effected by the Landlords relating to the Property in terms of the Lease or any other property in which the Landlords have an interest may be or become void or voidable or prejudiced in whole or in part or whereby the insurance premiums payable in respect thereof may become increased or whereby the risk of the Property or any larger property it forms part of or any such other property or any part thereof being destroyed or damaged may be increased;

6.2.1.3 fail to have in place all licences or permissions necessary for the Tenants' use of the Property, and not breach the terms of such licences or permissions; or

6.2.1.4 bring or permit or suffer to be brought into or onto the Property or any property it forms part of or to place or store or permit to be placed or stored or to remain in or about the Property or the building any materials or goods which are or may become hazardous, contaminating, offensive,

dangerous, combustible, radioactive, inflammable or explosive other than as permitted under the Permitted Use.

Notwithstanding the terms of this Clause 6.2.1:

- (i) the parties acknowledge and accept that the Tenants use of the Property will include public exhibitions, public entertainment, public meetings, gaming and gambling and all such other uses and/or events which could reasonably be expected of a sports and community hub in accordance with the Permitted Use.
- (ii) It is also accepted that as a licensed premises will be in situ there may be contents of which may which would otherwise be deemed to breach the terms of Clause 6.2.1.4.
- (iii) None of the foregoing provisions contained in the preceding paragraphs (i) and (ii) shall be deemed to breach the terms of this Lease.

### 6.3 **Keep open**

To continuously use, occupy and trade in the normal manner from the Property throughout the Duration, excepting (One) when the Property is so damaged as to be untenable and the Landlords have (acting reasonably) so concurred that the Property is untenable, provided always that the Landlords' decision in such a matter will be final and binding on the Tenants; (Two) where to occupy would be contrary to any regulation of any competent statutory or local authority; (Three) when permitted repairs, alterations or additions are being carried out to the Property in accordance with the Lease which render the Property uninhabitable; and (Four) when the Property is bona fide being offered on the market for assignation after the actual possibility of assignation has been approved by the Landlords, and for such period as may be necessary to complete an assignation of this Lease. Notwithstanding the foregoing, the Tenant is not obliged to keep the Property open, in terms of this Clause 6.3, during any public or school holiday recognised in the City of Edinburgh;

### 6.4 **Alienation**

- 6.4.1 Not to assign in part the Tenants' interest under this Lease,
- 6.4.2 Not to assign in whole the Tenants' interest under this Lease without the previous written consent of the Landlords, not to be unreasonably withheld or delayed in the cases of (1) an assignation to a responsible and respectable prospective assignee of sound financial standing and demonstrably capable of fulfilling the obligations incumbent upon the Tenants under this Lease or (2) the granting of a standard security to a bona fide creditor of sound financial standing and demonstrably capable of fulfilling the obligations incumbent upon the Tenants under this Lease.
- 6.4.3 Not to sub-let part of the Property without the prior written consent of the Landlords such consent not to be unreasonably withheld or delayed if in the reasonable opinion

of the Landlords the proposed sub-tenant is of the nature of a community enterprise for the benefit of the community local to the Property. Declaring that the consent of the Landlords shall not be required provided that the sublease of part:

6.4.3.1 is for a room within the Property; and

6.4.3.2 is for a duration of no longer than 6 months; and

6.4.3.3 the proposed subtenant is occupying for the benefit of the local community; and

6.4.3.4 the Tenant intimates the occupation to the Landlords as soon as reasonably practicable after its' commencement.

6.4.4 Not to sub-let the whole of the Property.

6.4.5 To ensure that any permitted sub-lease shall include provisions that:-

6.4.5.1 the sub-tenant shall not do or allow or suffer anything to be done on or in relation to the property sub-let to the sub-tenant which would contravene any obligation undertaken by the Tenants under the Lease; and

6.4.5.2 the sub-lease may be brought to an end by the Tenants on the occurrence of any breach or event which if it had been committed by or affected the Tenants would have entitled the Landlords to bring this Lease to an end.

6.4.6 To enforce if so required by the Landlords on the breach of any obligation on the part of the sub-tenant the provisions referred to in Clause 6.4.5.

6.4.7 Notwithstanding the foregoing provisions of this Clause 6.4 or any other provision of this Lease the Tenants or any permitted sub-tenant shall be entitled without the need to obtain the consent of the Landlords to permit the occupation of part or parts of the Property by any company which is the holding company of the Tenants or of such sub-tenant, as the case may be, or a subsidiary of the Tenants or of such sub-tenant, as the case may be, or of such holding company (as the terms "subsidiary" and "holding company" are defined by section 1159 of the Companies Act 2006) provided that such party will not acquire any tenancy rights in the Property enforceable against the Landlords, or in the case where the Tenants are an unincorporated association, by an affiliated organisation.

## 6.5 **Repair, renewal and rebuilding of the property**

6.5.1 Throughout the Period of this Lease well and substantially to maintain and repair as and when the same shall be beyond repair, to renew, rebuild and reinstate the component parts of the Property which obligations shall subsist whatever may be the

nature, cause or degree of the defect or damage necessitating such maintenance, repair, renewal, rebuilding or reinstatement provide. There is excluded from the Tenants' obligations hereunder (a) damage caused by any of the Insured Risks, (b) damage caused by the cuts, omissions or negligence of the Landlords or those for whom they are responsible for in law, (c) damage caused by any of the Uninsured Risks, (d) damage caused by and Pre Existing Contamination, and (e) any obligation to put or keep the Property in any better condition than as is evidenced by the Schedule of Condition.

6.5.2 Notwithstanding Clause 6.5.1, the parties acknowledge that they shall each bear a 50% share of the maintenance and repair of the Car Park irrespective of the cause of damage. Providing that, in the event that the Landlords permanently ceases to use the Car Park and gives written notice to the Tenants to that effect, the whole responsibility for the maintenance and repair of the Car Park will fall to the Tenants, and the Landlords will then be prohibited to access or use the Car Park except with the prior written consent of the Tenants.

6.5.3 Notwithstanding the foregoing, the Landlords shall be entitled to lead through or over the Car Park along such line or lines or in such location or locations as the Landlords may determine, pipes, sewers, drains, mains, gutters, water courses, cables, channels or other service media of any kind and to connect into any existing pipes, sewers and others under, over or above the Car Park for the purpose of providing services to other subjects. PROVIDING THAT in the event that the Landlords exercise the right contained in this Clause 5.3 the Landlords shall (i) act reasonably and only providing reasonable prior written notice has been given to the Tenant, (ii) only exercise the right when there is no economically viable alternative, (iii) exercise the right in such a way as to cause the minimum possible disruption to the Tenant, and (iv) remedy any damage caused by the exercise of the right as soon as reasonably practicable, to the reasonable satisfaction of the Tenant.

## 6.6 Compliance with statutory requirements

6.6.1 To execute all such works as are under or in pursuance of any Act of Parliament directed or required to be executed on or in respect of the Property or the Tenants' use of the Property whether by the Landlords, by the Tenants, by any other person having an interest in the Property derived from the owner or by the occupier of the Property.

6.6.2 To comply with all the requirements of any Act of Parliament and any notice which may be served by any public, local or statutory authority in respect of the Property.

6.6.3 Not by any act or omission in relation to the Property to render the Landlords liable to pay any penalty imposed by or to bear any expense incurred under any Act of Parliament, direction, requirement or notice.

6.6.4 The Tenants will not be liable to execute any of the works referred to in Clause 6.6.1 or to comply with any of the requirements or notices referred to in Clause 6.6.2 in so far as they are required to remedy any damage or destruction caused by or attributable to any of the Insured Risks, but without prejudice to the Tenants' obligations (if any) under Clause 5.3.

## 6.7 **Decoration**

6.7.1 Once in every period of 5 years and in the last year of this Lease, however this Lease may be determined, (unless carried out in the preceding 12 months) to the reasonable satisfaction of the Landlords and in a proper and workmanlike manner:

6.7.1.1 to prepare and paint all such outside parts of any structure situated on the Property now or which ought to be painted with two coats of good quality paint,

6.7.1.2 to prepare, wax and polish and otherwise maintain all the outside work now or which ought to be so waxed, polished and maintained with good quality materials, and

6.7.1.3 to clean and treat in a suitable manner for its maintenance in good condition all the outside wood, metal and other work not required to be painted or polished and to clean all tiles, faiences, glazed bricks and similar washable surfaces.

6.7.2 Once in every period of 5 years and in the last year of the Lease, however the Lease may be determined (unless carried out in the preceding 12 months) to prepare and paint in a proper and workmanlike manner all such interior parts of any structure situated on the Property now or which ought to be painted with two coats of good quality paint and otherwise paper, varnish, whitewash, distemper and colour such parts of the inside of the Property now or which ought to be so treated to the reasonable satisfaction of the Landlords.

## 6.8 **Cleaning**

To keep the Property in a reasonably clean and tidy condition and clear of all rubbish.

## 6.9 **To indemnify landlords**

Save where indemnity is, or ought to be, available to the Landlords under any of the insurances effected, or which ought to have been effected, in terms of Clause 5.2, to indemnify and keep indemnified the Landlords from liability in respect of any injury to or the death of any person, damage to any property, moveable or immovable, damage to the environment, the infringement, disturbance or destruction of any right, servitude or privilege or otherwise by reason of or arising directly or indirectly out of any breach by the Tenants of their obligations under this Lease in

relation to the state of repair or condition of the Property or any unauthorised use by the Tenants of the Property and from all proceedings, costs, claims and demands of whatsoever nature in respect of any such liability or alleged liability.

#### 6.10 **Signs**

Not to affix or exhibit on any of the windows or on any exterior part of the Property any placard, poster, signboard or other advertisement without the previous written consent of the Landlords which consent shall not be unreasonably withheld or delayed and which consent will not be required in the cases of:-

- 6.10.1 the display by the Tenants or any other authorised occupiers of the Property of their usual trade, business and identification notices, advertisements and signs (as displayed by the Tenants or such authorised occupiers in or upon other properties in the United Kingdom) on the exterior of the Property and/or in the interior of the windows of the Property,
- 6.10.2 any changes to the design, colours and appearance of the advertising and identification signs and notices affixed from time to time to the exterior of the Property, and
- 6.10.3 the advertising and identification signs and notices already affixed to the exterior of, or displayed in, the Property as at the Date of Entry.

#### 6.11 **Alterations**

- 6.11.1 Without prejudice to Clause 6.10, not to make any structural or external addition, improvement or alteration whatsoever in or to the Property nor unite the Property with any adjoining property without the previous written consent of the Landlords (such consent not to be unreasonably withheld or delayed) and in accordance with drawings and specifications previously submitted in duplicate to and approved in writing by the Landlords and subject to the Tenants obtaining and complying with all necessary consents of any competent local authority.
- 6.11.2 The Tenants shall not make internal non-structural additions, improvements or alterations to the Property without the written consent of the Landlords, providing that the Tenants are responsible for obtaining and complying with all necessary consents of any competent authority.
- 6.11.3 Notwithstanding the provisions of this Clause 6.11, the Tenant shall be permitted to drill the walls of the Property (providing its' structural integrity is not materially compromised), and to erect temporary external structures, in each case without the Landlords' consent.

**6.12 Prohibition of hazardous articles or operations**

Save as permitted by the terms of this Lease, not knowingly to bring into the Property anything which is or may become dangerous, offensive, radioactive or explosive nor to carry on or do any hazardous trade or act in consequence of which the Property Insurance could be vitiated or prejudiced or made void or voidable in whole or in part or whereby the insurers may decline to cover any of the Insured Risks but the installation on the Property of British Standard Approved appliances for supply of power, heating and light in an emergency only will not be a breach of this Clause 6.12.

**6.13 Prohibition of overloading**

Not to place or keep in the Property any articles in such position or in such quantity or otherwise in such manner as to unduly overload or cause damage to or be likely to overload or cause damage to the Property or any subjects common to the Property and other property.

**6.14 Prohibition of obstruction of drains etc**

Not to obstruct, overload or in any way materially adversely affect the operation of or any power, plumbing, heating, ventilation, alarm, fire fighting or fire control system situated within the Property or serving (whether exclusively or otherwise) the Property.

**6.15 Servitudes**

6.15.1 Not by building on or otherwise by alteration or use of the Property to interrupt or obstruct or suffer to be obstructed any right (a "Servitude Right") of the nature of servitude, wayleave, privilege or encroachment enjoyed by any property or its proprietor, without the consent of the Landlords.

6.15.2 To notify the Landlords of any claim or attempt to exercise any new Servitude Right in relation to the Property as soon as practicable after the Tenants shall become aware of the same and on the demand of the Landlords to provide such co-operation and assistance (excluding financial assistance) as may be reasonably required by the Landlords to prevent the same.

6.15.3 Not without the consent of the Landlords to give any third party any acknowledgement that the Tenants or any other authorised occupiers enjoy any Servitude Right in respect of the Property by the consent of such third party nor to pay any sum of money to, or enter into any agreement with, such third party for the purpose of inducing or obliging such third party to abstain from interrupting or obstructing any such Servitude Right.

6.15.4 To notify the Landlords forthwith in the event of the owner or occupier of any adjacent land or building doing or threatening to do anything which interrupts or obstructs or could interrupt or obstruct any Servitude Right enjoyed in respect of the Property.

## 6.16 Planning

- 6.16.1 Not to do or omit or suffer to be done or omitted anything on or in connection with the Property the doing or omission of which would be a contravention of the Planning Acts and throughout the Duration to keep the Landlords indemnified in respect of all reasonable and properly incurring actions, proceedings, damages, penalties, costs, claims and demands in respect of such acts or omissions or any of them.
- 6.16.2 Not to apply for planning permission for the Property without the Landlords' prior written consent which consent shall not be unreasonably withheld or delayed and which consent shall be deemed to have been given where (1) the Landlords have consented under another provision of this Lease to the matter requiring such planning permission and (2) the matter requiring such planning permission does not require the consent or approval of the Landlords in terms of this Lease.
- 6.16.3 Not to implement any planning permission granted subject to conditions until such conditions have been intimated to and approved by the Landlords which approval will not be unreasonably withheld or delayed and which approval shall be deemed to have been given where the Landlords' consent to the making of an application for such planning permission was deemed to have been given in terms of Clause 6.16.2.
- 6.16.4 Unless the Landlords shall waive the provisions of this Clause 6.16.4 to carry out before the Date of Expiry any works stipulated to be carried out to the Property by a date subsequent to the Date of Expiry as a condition of any planning permission obtained by the Tenants but only where the Tenants or any other authorised occupiers or their respective predecessors in title shall have commenced carrying out any works authorised by such planning permission.
- 6.16.5 To notify the Landlords forthwith of the receipt of any notice (including a notice of any order or of a proposal for an order) served on the Tenants or any other authorised occupiers of the Property or at the Property by any competent authority under or by virtue of the Planning Acts and, if so requested by the Landlords, to produce a copy of such notice to the Landlords.
- 6.16.6 To provide such co-operation and assistance as the Landlords may reasonably require in making such objection or representation against or in respect of any such notice, order or proposal for an order as the Landlords may request save where to do so would be contrary to the interests of the Tenants.

## 6.17 Notification of receipt of any notice

To notify the Landlords as soon as reasonably practicable of the receipt by the Tenants or any other authorised occupiers of the Property of any notice, order, requisition or direction (or proposal for a notice, order, requisition or direction to be made or given) affecting the Property and, if so

requested by the Landlords, to produce to the Landlords a copy of such notice, order, requisition or direction.

**6.18 Notification of any improvement**

To notify the Landlords as soon as reasonably practicable of any improvement of or other alteration to the Property effected by the Tenants or any other authorised occupiers of the Property which could affect the amount for which the Property should be insured by the Landlords in accordance with Clause 5.2.1.

**6.19 Notification of any damage or defect**

To notify the Landlords, as soon as the Tenants or any other authorised occupiers shall become aware, of any damage to the Property caused by any of the Insured Risks or Uninsured Risks or any defect in the Property which could give rise to a duty on the Landlords or on any other person having an interest in the Property.

**6.20 Receivership of tenants and insolvency/incapacity of guarantor**

To notify the Landlords within 14 days of the appointment of a receiver to any of the assets of the Tenants or any guarantor of the obligations undertaken by the Tenants under this Lease,

6.20.1 if such guarantor is an individual, the death or incapacity of such guarantor and

6.20.2 the date on which such guarantor (being an individual or a firm) enters into any composition with its creditors or becomes apparently insolvent or sequestrated or (being a company) goes into liquidation whether compulsory or voluntary (other than a voluntary liquidation when solvent for the purpose of amalgamation or reconstruction).

**6.21 Landlords' rights of entry**

Subject always to Clause 13.5, to permit the Landlords at any reasonable time on giving to the Tenants at least 48 hours' notice in writing (or forthwith in the case of emergency) to enter the Property:

6.21.1 for the purposes of inspecting the Property (including without prejudice to the foregoing generality, to open up floors and ceilings where required), preparing a schedule of the Landlords' fixtures and fittings and of any dilapidations and investigating any right of the nature of servitude, wayleave, privilege or encroachment; and

6.21.2 for any purpose related to the exercise of any right conferred on or reserved to the Landlords under this Lease or the fulfilment of any obligation in relation to the Property incumbent on the Landlords under this Lease.

## 6.22 Display of any re-letting or sale notice

- 6.22.1 To permit the Landlords to enter upon the Property and to fix and retain for a period not exceeding 6 months prior to the Date of Expiry (in the case of a re-letting notice) and at any time (in the case of a sale notice) in a conspicuous position on the Property a notice board for re-letting or selling the Property.
- 6.22.2 The Landlords shall make good to the Tenants' reasonable satisfaction all damage caused by the fixing and removal of such notice board and such notice board shall:
- 6.22.2.1 be the responsibility of the Landlords;
  - 6.22.2.2 not imply that the Tenants and/or any other authorised occupiers of the Property are intending to cease trading from the Property;
  - 6.22.2.3 not obscure the windows in the Property or the visibility of the Tenants' or any other authorised occupiers' signs and advertisements or the passage of light and air to the Property; and
  - 6.22.2.4 be removed immediately upon a contract for the re-letting or sale of the Property being concluded.
- 6.22.3 To permit any person authorised in writing by the Landlords to view the Property (without interruption or interference) at any reasonable time during the daytime upon giving not less than 48 hours' notice to the Tenants, providing that this does not diversely impact the Tenants (or their permitted subtenants, occupiers or assignees) use and occupation of the Property.

## 6.23 Removal

At the Date of Expiry:

- 6.23.1 to restore and replace any of the Landlords' fixtures and fittings which may have been removed or may be missing, broken, damaged or destroyed (damage or destruction (other than damage to or breakage of the plate glass) by any of the Insured Risks being excepted, but without prejudice to the Tenants' obligations (if any) under Clause 5.4) with another of equivalent character and quality;
- 6.23.2 to remove every sign, device or advertisement of or relating to the name or business of the Tenants or other occupier of the Property from the Property and from any subjects common to the Property and other property and to remove all Tenants' fixtures and fittings, furniture and effects from the Property, making good to the Landlords' reasonable satisfaction any damage caused by such removal; and
- 6.23.3 to remove from the Property and leave the Property together with all additions and improvements made thereto vacant and clear, and in such state of repair and condition

and in all such other respects as shall be consistent with a due performance by the Tenants of the obligations undertaken by the Tenants under this Lease. Declaring that (i) the Tenants shall be entitled to leave such additions, improvements and tenant's fixtures, fittings and effects as agreed in writing by the Landlords subject to the Tenants giving the Landlords a minimum of 15 Working Days written notice prior to the Date of Expiry of their intention to do so, and (ii) the Tenant shall not be obliged to effect any works to the Property under this Clause 6.23.3 (or the preceding Clauses 6.23.1 and 6.23.2) which would put the Property in any better state of repair and condition than as is evidenced by the Schedule of Condition. For the avoidance of doubt the Tenants shall not be entitled to any form of compensation from the Landlords for any such additions, improvements and tenant's fixtures, fittings and effects left at the Property.

#### **6.24 Applications for consent**

Upon making an application for any consent or approval which is required under this Lease to disclose to the Landlords such relevant information as the Landlords may reasonably require.

#### **6.25 To provide fire fighting equipment**

To keep the Property sufficiently supplied and equipped with fire fighting and extinguishing apparatus and appliances which shall be open to the inspection, and maintained to the reasonable satisfaction, of the Landlords (so far as not at variance with obligations imposed by law upon the Tenants) and also not to obstruct the access to or means of working such apparatus and appliances at or connected with the Property.

#### **6.26 To comply with CDM regulations**

6.26.1 To comply at all times throughout the Period of this Lease with the Construction (Design and Management) Regulations 2015 (the "CDM Regulations").

6.26.2 To maintain at all times throughout the Period of this Lease, if and to the extent required by the CDM Regulations, a Health and Safety File in respect of the Property (the "Property File") and to deliver to the Landlords (1) a copy of the Property File as soon as practicable after its inception, and (2) copies of all information and data added from time to time to the Property File as soon as practicable after their addition thereto so as to enable the Landlords to maintain a true and accurate copy of the Property File.

6.26.3 To produce to the Landlords on demand all documents, information and other such evidence as the Landlords may reasonably require in order to satisfy themselves that the provisions of this Clause 6.26 have been complied with.

6.26.4 To deliver the Property File to the Landlords at the Date of Expiry.

## 6.27 Environmental matters

- 6.27.1 Not to release or discharge into any environmental medium (namely, air, water (including without limitation, ground water, pipes and sewers) and land) any substance that is, or in such quantities or concentrations is, capable of causing harm to the health of man or any other living organism supported by the environment.
- 6.27.2 Not to deposit on the Property any controlled, special, hazardous, toxic, dangerous or radioactive waste, or any other substance which may produce concentrations or accumulations of noxious gases or noxious liquids in such quantities or concentrations that are capable of causing harm to the health of man or any other living organism supported by the environment.
- 6.27.3 To free and relieve the Landlords (during the Period of this Lease) against all reasonable and properly incurring liability, costs, expenses or damages (including but not limited to clean-up costs, remediation costs, legal and environmental consultancy expenses, third party claims and regulatory action) to the extent that the same arise by virtue of a breach by the Tenants during the Period of this Lease of the undertakings contained in Clauses 6.27.1 and 6.27.2.

## 7 Destruction or damage

### 7.1 Suspension of rent

If the Property is destroyed by any of the Insured Risks or is so damaged by any of the Insured Risks that the Property or access to it is rendered wholly or partially unfit for occupation or use then, the rent payable under this Lease shall be suspended and cease to be payable until the Property shall again be fit for occupation and use or until the expiry of a period of three years after the date of such destruction or damage, whichever shall be the earlier.

### 7.2 Decision on suspension

- 7.2.1 Any dispute arising from the provisions of Clause 7.1 shall be settled by an independent surveyor (the "Surveyor") of not less than 10 years' standing and experienced in the valuation and leasing of property in Scotland similar to the Property, which Surveyor shall have power to award expenses of the one party wholly or partially against the other.
- 7.2.2 The Surveyor shall be appointed by agreement between the Landlords and the Tenants or, in the absence of agreement within 28 days of one party giving written notice to the other of their nomination, appointed at the request of the Landlords or the Tenants by the chairman (or other senior executive replacing or deputising for the chairman) for the time being of the Scottish branch of the Royal Institution of Chartered Surveyors.

7.2.3 The Surveyor shall act as an expert and not as an arbiter.

### 7.3 Lease to continue

Any rule of law which has the effect of terminating this Lease on the occurrence of any destruction or damage which causes the Property to be wholly or partially unfit for occupation and use shall be inoperative and in such circumstances this Lease will (subject to Clause 7.1 and Clause 7.4) continue in full force and effect in every respect.

### 7.4 Right to terminate

7.4.1 If the Property shall be destroyed or damaged by any of the Insured Risks so as to render the Property or the necessary access to it unfit for occupation and use by the Tenants in accordance with the provisions of this Lease and is not rebuilt or reinstated so as to render the Property fit for such occupation and use within 2 years and 11 months after the date of such damage or destruction then at any time after the expiry of such period of 2 years and 11 months (but prior to the completion of such rebuilding or reinstatement) either the Landlords or the Tenants shall be entitled to terminate this Lease by giving not less than 28 days' written notice of termination to the other provided that the Tenants' entitlement to terminate shall arise only if the Tenants shall have complied with their obligations (if any) under Clause 5.3.

7.4.2 If there is destruction or damage to the Property that leaves the whole or substantially the whole of the Property unfit for occupation and use:

7.4.2.1 if the damage or destruction is caused by an Uninsured Risk and:

7.4.2.2 the Landlord does not notify the Tenant within twelve (12) months after the damage or destruction that the Landlord wishes to reinstate, this Lease will end on the last day of that twelve (12) month period; or

7.4.2.3 the Landlord notifies the Tenant that the Landlord does not wish to reinstate, this Lease will end on the date of that notification by the Landlord;

if, after the period of 2 years and 11 months has expired and the Property has not been reinstated sufficiently so that Property is again fit for occupation and use, either the Landlord or the Tenant may end this Lease immediately by notifying the other at any time after the end of the foregoing period but before such reinstatement has been completed.

## 8 Disclaimers

### 8.1 Planning acts - no warranty

Notwithstanding the provisions of Clause 6.2, the Landlords do not thereby or in any way give or make any representation that the Permitted Use is or will be or will remain an authorised use in

terms of the Planning Acts and the Tenants acknowledge that the Landlords have not made or given at any time any representation or warranty that the Permitted Use is or will be or will remain an authorised use under the Planning Acts.

## **8.2 No indemnity by landlords**

Save (1) to the extent that indemnity is, or ought to be, available to the Landlords under any of the insurances effected, or which ought to have been effected, by the Landlords under this Lease including, without limitation, the Property Insurance and/or the insurance referred to in Clause 5.2.2 and/or (2) where the injury, loss and others mentioned in this Clause 8.2 are caused by the negligent or wilful act or omission of the Landlords, their agents, employees or contractors, the Landlords shall not be liable for any injury, loss, damage or liability to third parties sustained or incurred by the Tenants arising out of or in connection with any malfunction or breakdown of any lift or escalator or any power, plumbing, heating, ventilation, alarm, fire fighting or fire control system.

## **8.3 Condition of property/building - no warranty**

Any warranty or warranties on the part of the Landlords implied by common law or otherwise relating to the condition or suitability for use of the Property is/are expressly displaced from this Lease and shall be inapplicable.

## **9 Landlords' remedies on default by Tenants**

### **9.1 Interest**

The Tenants shall pay to the Landlords on demand interest at the Prescribed Rate on any sum falling to be paid by the Tenants to the Landlords, such interest to run, as well after as before any decree, (1) in the case of rent from the due date (whether demanded or not) to the date on which it is paid in full, and (2) in the case of any other sums due by the Tenants to the Landlords (including, but not limited to, any sum for the payment or expenditure of which the Landlords fall to be reimbursed by the Tenants) from the date of written demand therefor until payment in full unless paid within 21 days of written demand.

### **9.2 To remove unauthorised alterations**

In the event of the Tenants or any other authorised occupiers make any alterations or additions to the Property otherwise than in accordance with the provisions of this Lease, the Landlords shall be entitled to serve a notice on the Tenants requiring the Tenants to remedy the breach, and in the event of the Tenants failing to proceed diligently to remedy such breach then the Landlords shall be entitled to remove the same, restore the Property wherever so altered and make good any damage caused to the Property by such removal or restoration.

### 9.3 To make good defects

In the event of the Tenants failing to fulfil the obligations undertaken by them under this Lease in respect of maintaining, repairing, renewing, rebuilding and decorating the Property and removal from the Property the Landlords shall be entitled to serve a notice on the Tenants requiring the Tenants to make good any such deficiency and in the event of the Tenants failing to proceed, diligently to repair, amend and make good all defects for which the Tenants may be liable in accordance with this Lease within a period of 3 months (or such other reasonable time period having regard to the nature of the defect) after the giving of such notice the Landlords shall be entitled to make good such deficiency.

### 9.4 To recover expenditure

If the Landlords exercise the rights conferred upon them by Clause 9.2 and/or Clause 9.3 the Tenants shall reimburse the Landlords on demand all reasonable proper and reasonable expenditure so incurred.

### 9.5 Landlords' remedies not limited

Exercise of the rights conferred upon the Landlords by Clause 9.2 and Clause 9.3 shall be without prejudice to any other right of action or remedy available to the Landlords.

## 10 Irritancy

### 10.1 If:

- 10.1.1 the whole or part of the rent (whether legally demanded or not) or any other sum due by the Tenants is at any time in arrears for 21 days after the due date for payment; or
- 10.1.2 the Tenants are at any time in breach of any of the non-monetary obligations undertaken by them under this Lease; or
- 10.1.3 the Tenants (being an individual or a firm) enter into any composition with their creditors or become apparently insolvent or sequestered or (being a company or a Limited Liability Partnership) go into liquidation whether compulsory or voluntary (other than a voluntary liquidation when solvent for the purpose of amalgamation or reconstruction) or have a receiver appointed in respect of any part of the Tenants' undertaking or have an administrator appointed or make a proposal for a company voluntary arrangement under Part 1 of the Insolvency Act 1986.

then and in any of such events the Landlords at their option may by notice served on the Tenants terminate this Lease forthwith and treat this Lease and all transmissions thereof with all that has followed or can competently follow thereon as void and null and that without the necessity of any declarator, process of removal, or other procedure at law and the Property shall thereupon revert to the Landlords.

- 10.2 In the event of termination of this Lease in accordance with Clause 10.1 the Landlords or any person or persons duly authorised by the Landlords may enter upon possession of the Property and uplift rents, eject tenants and occupiers and thereafter use, possess and enjoy the Property free of all claims by the Tenants as if this Lease had never been granted, but without prejudice to any other right of action or remedy available to the Landlords arising out of or in connection with any antecedent failure to pay any rent or any other sum due by the Tenants or any antecedent breach of any non-monetary obligation of the Tenants under this Lease.

## **11 Service of notices**

- 11.1 every consent and approval under this lease shall be in writing.
- 11.2 Every notice (which, for the purposes of this Clause 11 shall be deemed to include every request, demand, notification and intimation) under this Lease shall be in writing and shall be served upon the party to whom it falls to be issued or addressed.
- 11.3 Any notice shall be sufficiently served if sent by recorded delivery post:
- 11.3.1 to the Tenants at the address of their registered office (or, if the Tenants are not an incorporated body at their address as last intimated to the Landlords at the Property);
  - 11.3.2 to any guarantor or Interested Party at its address as last intimated to the Landlords; or
  - 11.3.3 to the Landlords at the address of their registered office (or, if the Landlords are not an incorporated body, at their last known address).
- 11.4 Any notice served in accordance with Clause 11.3 shall be deemed to be served on the Tenants, guarantor, Interested Party or the Landlords (as the case may be) at the expiry of 48 hours after the time of posting unless the contrary can be proved.
- 11.5 In proving posting it shall be sufficient to prove that an envelope containing the notice was duly addressed and posted in accordance with Clause 11.3.

## **12 Payment of landlords' costs**

The Tenants undertake to reimburse the Landlords forthwith upon demand all reasonable professional charges and expenses (including, without prejudice to that generality the dues of registration in the Books of Council and Session and obtaining three extracts and any Sheriff Officers' fee) properly incurred by the Landlords:

- 12.1 in connection with any application to the Landlords for consent or approval in terms of this Lease including such charges and expenses where consent or approval is properly refused or the application withdrawn; and
- 12.2 in procuring the payment of any arrears due by the Tenants or the remedying of any breach of a non-monetary obligation undertaken by the Tenants under this Lease, including without prejudice

to the foregoing generality in the preparation and service of a schedule of dilapidations at any time before the Date of Expiry.

### **13 Landlords' obligations**

The Landlords undertake to the Tenants to observe and perform throughout the Period of this Lease the conditions, obligations and others contained in, specified in, referred to or otherwise set out in this Clause 13.

#### **13.1 To maintain insurance**

To effect and maintain throughout the Period of this Lease with Insurers (1) the Property Insurance, and (2) the third party liability insurance in accordance with Clause 5.2 subject to such limitations or exclusions as the Insurers may impose. In the absence of written notice to the contrary, the Tenants will be entitled to rely on the Landlords having insured the Property against the Insured Risks.

#### **13.2 To supply insurance information**

To give the Tenants, if requested, details of the insurances effected under Clause 5.2 including details of the risks covered, the amount of cover, the terms and conditions thereof, and the level of premium and to notify the Tenants as quickly as possible of any change in the risks insured against or the amount of cover or the terms and conditions thereof.

#### **13.3 To reinstate**

To rebuild and reinstate the Property following destruction or damage caused by or attributable to any of the Insured Risks or the Uninsured Risks with all due diligence and speed and to make up any deficiency (other than any deficiency due by the Tenants in accordance with Clause 5.4) in the proceeds received by the Landlords under the Property Insurance out of the Landlords' own funds. Following said rebuild/reinstatement, the Property shall be substantially comparable in size, quality and layout to that which existed prior to the date of damage or destruction, in order that the Tenants can continue to occupy and use the same for the Permitted Use.

#### **13.4 To apply insurance proceeds**

To spend and lay out the proceeds received under the Property Insurance and any sums received from the Tenants in terms of Clause 5.4 in rebuilding and reinstating the Property following destruction or damage caused by or attributable to any of the Insured Risks.

#### **13.5 Exercise of landlords' rights**

Notwithstanding the provisions of Clause 6.21, to exercise the rights conferred upon the Landlords in terms thereof in such a manner as will cause the minimum practicable inconvenience to the Tenants and any other authorised occupiers of the Property and to make good all damage caused to the Property and to the Tenants' and their authorised occupiers' fixtures, fittings and stock

caused by the exercise of any such rights provided that the Tenants and any such authorised occupiers take reasonable precautions to safeguard such fixtures, fittings and stock.

**14 Landlords' Position**

Nothing herein contained or implied or done hereunder (including without prejudice to the generality any consent or approval granted by the City of Edinburgh Council pursuant to any other provisions of this Lease) shall prejudice or affect the powers, rights, duties and obligations of the City of Edinburgh Council as Local Authority, Planning Authority, Building Authority or Roads Authority under or by virtue of any public or local act, order, statutory instrument, regulation or bye-law or relieve the Tenants from the necessity of obtaining from the City of Edinburgh Council or their statutory successors as Local Authority, Planning Authority, Building Authority or Roads Authority all such approvals or consents in respect of plans or otherwise as may be requisite under or by virtue of any such act, order statutory instrument or bye-law.

**15 Unenforceable provisions**

15.1 Each provision of this Lease shall, unless the context otherwise requires, be read and construed independently of every other provision of this Lease with the intent that, if any provision of this Lease is held to be invalid or unenforceable for any reason, then the remaining provisions of this Lease shall, to the extent that they are not held to be invalid, remain in full force and effect.

15.2 If any provision of this Lease is held to be void or unenforceable but would, if some part thereof were deleted or amended, be valid and enforceable, then such a provision shall apply with such deletion or amendment as may be necessary to make it valid and enforceable.

**16 Law of Scotland to apply**

This Lease shall be interpreted in accordance with the law of Scotland and any dispute, difference or question of any kind which may arise between the parties shall be determined in accordance with the law of Scotland.

**17 Registration**

The Landlords and the Tenants consent to registration of this Lease for execution.

**18 Testing clause** IN WITNESS WHEREOF these presents consisting of this and the 24 preceding pages together with the Schedule of Condition annexed and signed as relative hereto are executed as follows:  
This document is executed as follows:-

For the Landlords, the City of Edinburgh Council

For the Landlords, the City of Edinburgh Council

SEE ABOVE

signature of witness

[Redacted signature]

full name of above (print)

93 FOUNTAINBRIDGE,  
EDINBURGH, EH3 9QA.

address of witness

SEE ABOVE

signature of proper officer

[Redacted signature]

full name of above (print)

9 JUNE 2021

date of signing

EDINBURGH

place of signing

For the Tenants, Queensferry Sports and Community Hub

[Redacted signature]

full name of above (print)

45 Mans St  
Rinkiston  
EH29 9AF

address of witness

[Redacted signature]

signature of director/secretary/authorised signatory

[Redacted signature]

full name of above (print)

25/06/2021

date of signing

QSCH.

place of signing

30 ASHBURNHAM ROAD  
SOUTH QUEENFERRY  
EH30 9JN

**THIS IS THE SCHEDULE OF CONDITION REFERRED TO IN THE FOREGOING LEASE BETWEEN THE CITY OF EDINBURGH COUNCIL AND QUEENSFERRY SPORTS AND COMMUNITY HUB**



**CS000929**

<b>Survey Description</b>	Queensferry Recreation Centre is a single storey property constructed circa 1990. The roof comprise pitched timber trusses with interlocking concrete tiles with glazed coverings over the main entrance. Rainwater discharges into a combination of powder coated aluminium and lead formed wall head gutters which in-turn discharge into integral downpipes. External elevations are finishes in a combination of precast concrete panel/blockwork, timber cladding and glazed blockwork. The windows comprise timber framed double glazed units throughout whilst the external doors are of solid core timber with paint finish, some incorporating glazed panels.	<b>Survey Date</b> 29/08/2017	<b>Survey Status</b> COMPLETE	<b>Surveyor</b> F&G	<b>Organisation</b> F&G
<b>Site Address</b>	SIT0375 DUNDAS PARK (B)  SOUTH QUEENSFERRY LOTHIAN EH30 9YB				
<b>Number of Buildings</b>	2				
<b>Number of Rooms</b>	57				
<b>Score</b>	B				
<b>General Summary</b>	The property is generally in fair condition, however, issues relating to water ingress require further investigation and remedial works in the short term. Internally, cyclical redecoration works are required throughout, in addition to localised repairs noted within the report.				
<b>Mechanical /</b>	Electrical Summary: A All electrical services appear in good condition Mechanical: The boiler installation has exceeded its economic lifespan and should be replaced with				



## Edinburgh - City Of Edinburgh Council

### Electrical Summary

new. A number of the boiler modules are not operational and lock out on fault when operated. The pumps are in good condition however the automatic controls are not operational and all systems are currently switched on/off manually. The hot water installation is showing signs of deterioration with 1no. water heater not operational due to a faulty pump and there are sections of pipework missing insulation. The building manager reported that the system regularly experiences air locks. All other mechanical services are generally in a satisfactory condition.



## Edinburgh - City Of Edinburgh Council

### Identified Work Summary

Idwork Element	Not Selected	Identified Work Element Total by Priority				Total
		01	02	03	04	
01 Roofs	0	0	7,903	0	0	7,903
02 Floors and stairs	0	0	0	0	0	0
03 Ceilings	0	0	3,425	0	0	3,425
04 External walls windows and doors	0	0	1,897	4,636	0	6,533
05 Internal walls and doors	0	0	329	0	0	329
06 Sanitary services	0	0	329	0	0	329
07 Mechanical services	0	0	72,468	26,917	659	100,043
08 Electrical services	0	0	0	0	0	0
09 Redecorations	0	0	0	10,005	0	10,005
10 Fixed internal furniture and fittings	0	0	329	0	0	329
11 External Areas	0	0	1,686	2,094	0	3,780
12 Outdoor sports facilities and fixed furniture	0	0	0	148	0	148
XX General Comments	0	0	0	0	0	0
Totals	0	0	88,366	43,799	659	132,824



## Edinburgh - City Of Edinburgh Council

### Building Summary BLD00661 QUEENSFERRY RECREATION CENTRE MAIN BUILDING

Idwork Element	Not Selected	Identified Work Element Total by Priority				Total
		01	02	03	04	
01 Roofs	0	0	7,903	0	0	7,903
02 Floors and stairs	0	0	0	0	0	0
03 Ceilings	0	0	3,425	0	0	3,425
04 External walls windows and doors	0	0	1,897	4,636	0	6,533
05 Internal walls and doors	0	0	329	0	0	329
06 Sanitary services	0	0	329	0	0	329
07 Mechanical services	0	0	72,468	26,917	659	100,043
08 Electrical services	0	0	0	0	0	0
09 Redecorations	0	0	0	10,005	0	10,005
10 Fixed internal furniture and fittings	0	0	329	0	0	329
11 External Areas	0	0	0	0	0	0
12 Outdoor sports facilities and fixed furniture	0	0	0	0	0	0
XX General Comments	0	0	0	0	0	0
Totals	0	0	86,680	41,558	659	128,896



## Site Condition Scores

Site: SIT0375 (DUNDAS PARK)

Survey Date: 29/08/2017

Address: (B)

SOUTH QUEENSFERRY

LOTHIAN

EH30 9YB

Type:

Listed Usage:

Usage:

GEA (m2):

GIA (m2):

NIA (m2):

Ward:

Number of Idwork:

Total Cost:

## Site Element Summary

Overall Score:

Score comment:

Element	Score	Comment
01	C	
02	A	
03	C	
04	C	
05	A	
06	A	
07	C	
08	A	



## Edinburgh - City Of Edinburgh Council

09  
10  
11  
12  
XX

B  
A  
B  
A



## Building Condition Scores

Site: SIT0375 (BLD00661)

Survey Date: 29/08/2017

Building: BLD00661 QUEENSFERRY RECREATION CENTRE MAIN BUILDING

Address: 30

SOUTH QUEENSFERRY

LOTHIAN

EH30 9JN

Type: 04 BUILDING

Year Built:

Listed Usage: No

Usage: 42 RECREATION FACILITY

GEA (m2): 830.37

GIA (m2): 786.25

NIA (m2):

Ward: 1 Almond

Number of Idwork: 0

Total Cost: 0

## Building Element Summary

Overall Score: B - Satisfactory

Score comment:

Element	Score	Comment
01	C	
02	A	
03	C	
04	C	
05	A	
06	A	



## Edinburgh - City Of Edinburgh Council

07	C
08	A
09	B
10	A
11	
12	
XX	



## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

**Code:** IW00016518  
**Element:** 11 External Areas  
**Subelement:** 11.01 Paths & Paved Pedestrian Areas  
**Item:** 11.01.03  
**Condition:** B Satisfactory  
**Priority:** 03 Desirable - Within 3 to 5 years

**Site:** SIT0375 DUNDAS PARK  
**Building:**  
**Room:**  
**Cost:** £987.84  
**Remedy:** Remove and replace damaged sections with new.  
**Defect:** Damaged and cracked precast concrete paving slabs.  
**Defect Location:** External

**Comments:**

**Photo:**





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

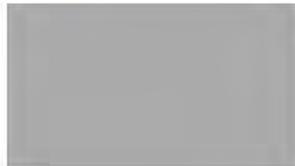
**Code:** IW00016520  
**Element:** 11 External Areas  
**Subelement:** 11.03 Walls, Fencing & Gates  
**Item:** 11.03.01  
**Condition:** C Poor  
**Priority:** 02 Essential - Within 2 years

**Site:** SIT0375 DUNDAS PARK  
**Building:**  
**Room:**  
**Cost:** £329.28  
**Remedy:** Replace defective sections with new.  
**Defect:** Impact damage and displaced precast concrete coping stones.  
**Defect Location:** External

**Comments:**

Provisional sum

**Photo:**





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

<b>Code:</b>	IW00016516	<b>Site:</b>	SIT0375 DUNDAS PARK
<b>Element:</b>	11 External Areas	<b>Building:</b>	
<b>Subelement:</b>	11.03 Walls, Fencing & Gates	<b>Room:</b>	
<b>Item:</b>	11.03.06	<b>Cost:</b>	£1106.38
<b>Condition:</b>	B Satisfactory	<b>Remedy:</b>	1 - Prepare surfaces and reapply protective coatings. 2 - Remove and replacd damaged sections with new.
<b>Priority:</b>	03 Desirable - Within 3 to 5 years	<b>Defect:</b>	1 - Redecoration works required to timber fencing and fixed furniture with deteriorated finishes. 2 - Damaged sections to timber fencing.
<b>Comments:</b>	Provisional sum	<b>Defect Location:</b>	External
<b>Photo:</b>			





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

**Code:** IW00016519  
**Element:** 11 External Areas  
**Subelement:** 11.04 Roads & Car Parks  
**Item:** 11.04.07  
**Condition:** C Poor  
  
**Priority:** 02 Essential - Within 2 years

**Site:** SIT0375 DUNDAS PARK  
**Building:**  
**Room:**  
**Cost:** £1356.63  
**Remedy:** Prepare surfaces and reapply thermoplastic line markings.  
**Defect:** Line markings worn and fading.  
**Defect Location:** External

**Comments:**

**Photo:**





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

<b>Code:</b>	IW00016517	<b>Site:</b>	SIT0375 DUNDAS PARK
<b>Element:</b>	12 Outdoor sports facilities and fixed furniture	<b>Building:</b>	
<b>Subelement:</b>	12.02 Pitch	<b>Room:</b>	
<b>Item:</b>	12.02.06	<b>Cost:</b>	£147.51
<b>Condition:</b>	B Satisfactory	<b>Remedy:</b>	Rub down, prepare surfaces and redecorate.
<b>Priority:</b>	03 Desirable - Within 3 to 5 years	<b>Defect:</b>	Cyclical redecoration works required to metal cycle hoops and fencing.
<b>Comments:</b>		<b>Defect Location:</b>	External
<b>Photo:</b>	No idwork image found.		





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

<b>Code:</b>	IW00016508	<b>Site:</b>	SIT0375 DUNDAS PARK
<b>Element:</b>	01 Roofs	<b>Building:</b>	BLD00661
<b>Subelement:</b>	01.01 Drainage	<b>Room:</b>	
<b>Item:</b>	01.01.02	<b>Cost:</b>	£7902.72
<b>Condition:</b>	C Poor	<b>Remedy:</b>	Carry out further investigations and necessary remedial works.
<b>Priority:</b>	02 Essential - Within 2 years	<b>Defect:</b>	Powder coated aluminium gutters with integral downpipes in poor condition with water ingress noted in various locations internally.
<b>Comments:</b>	Provisional sum	<b>Defect Location:</b>	External
<b>Photo:</b>			





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

<b>Code:</b>	IW00016523	<b>Site:</b>	SIT0375 DUNDAS PARK
<b>Element:</b>	03 Ceilings	<b>Building:</b>	BLD00661
<b>Subelement:</b>	03.01 Ceiling Finish	<b>Room:</b>	
<b>Item:</b>	03.01.05	<b>Cost:</b>	£3424.51
<b>Condition:</b>	C Poor	<b>Remedy:</b>	Carry out further investigations and necessary remedial works. Replace individual tiles where required.
<b>Priority:</b>	02 Essential - Within 2 years	<b>Defect:</b>	Evidence of water ingress in areas with staining to mineral fibre ceiling tiles.
<b>Comments:</b>	Provisional sum	<b>Defect Location:</b>	002, 014, 015, 019, 026, 035, 042, 045, 047, 048
<b>Photo:</b>			



## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

**Code:** IW00016513  
**Element:** 04 External walls windows and doors  
**Subelement:** 04.05 External Wall Finish  
**Item:** 04.05.11  
**Condition:** C Poor  
**Priority:** 02 Essential - Within 2 years

**Site:** SIT0375 DUNDAS PARK  
**Building:** BLD00661  
**Room:**  
**Cost:** £1896.65  
**Remedy:** 1 - Replace/repair open and missing sections. 2 - Rake out and repoint.  
**Defect:** 1 - Open section to cladding panels st main entrnsnce with defective/missing trim pieces. 2 - Open and perished mortar joints in areas.  
**Defect Location:** External

**Comments:**

Provisional sum

**Photo:**





## Edinburgh - City Of Edinburgh Council

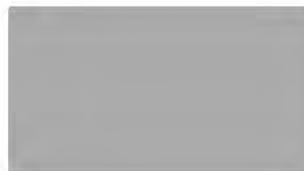
### Identified Work (by location)

**Code:** IW00016509  
**Element:** 04 External walls windows and doors  
**Subelement:** 04.06 Glass  
**Item:** 04.06.01  
**Condition:** C Poor  
**Priority:** 03 Desirable - Within 3 to 5 years

**Site:** SIT0375 DUNDAS PARK  
**Building:** BLD00661  
**Room:**  
**Cost:** £3687.93  
**Remedy:** Remove and replace damaged sections.  
**Defect:** Cracked and damaged sections of glass blockwork.  
**Defect Location:** External

**Comments:** Provisional sum

**Photo:**





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

**Code:** IW00016512  
**Element:** 04 External walls windows and doors  
**Subelement:** 04.08 Window Ironmongery & Access Controls  
**Item:** 04.08.01  
**Condition:** B Satisfactory  
**Priority:** 03 Desirable - Within 3 to 5 years

**Site:** SIT0375 DUNDAS PARK  
**Building:** BLD00661  
**Room:**  
**Cost:** £948.32  
**Remedy:** Allow sum for overhauling windows throughout.  
**Defect:** Cyclical maintenance works required in line with proposed redecoration works.  
**Defect Location:** External

**Comments:**

**Photo:**





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

**Code:** IW00016525  
**Element:** 05 Internal walls and doors  
**Subelement:** 05.03 Internal Wall Finish  
**Item:** 05.03.02  
**Condition:** C Poor  
**Priority:** 02 Essential - Within 2 years

**Comments:** Provisional sum

**Photo:**



**Site:** SIT0375 DUNDAS PARK  
**Building:** BLD00661  
**Room:**  
**Cost:** £329.28  
**Remedy:** Carry out further investigations and localised repairs.  
**Defect:** Cracking noted to internal concrete block partition.  
**Defect Location:** 026



## Edinburgh - City Of Edinburgh Council

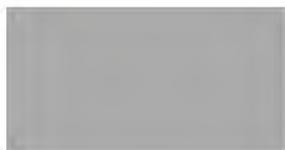
### Identified Work (by location)

**Code:** IW00016526  
**Element:** 06 Sanitary services  
**Subelement:** 06.03 Toilets  
**Item:** 06.03.03  
**Condition:** C Poor  
**Priority:** 02 Essential - Within 2 years

**Site:** SIT0375 DUNDAS PARK  
**Building:** BLD00661  
**Room:**  
**Cost:** £329.28  
**Remedy:** Carry out repairs.  
**Defect:** Defective WC fitting resulting in 1no toilet being out of order.  
**Defect Location:** 039

**Comments:** Provisional sum

**Photo:**





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

**Code:** IW00017272  
**Element:** 07 Mechanical services  
**Subelement:** 07.05 Heating  
**Item:** 07.05.01  
**Condition:** C Poor  
**Priority:** 02 Essential - Within 2 years

**Site:** SIT0375 DUNDAS PARK  
**Building:** BLD00661  
**Room:**  
**Cost:** £72467.94  
**Remedy:**  
**Defect:**

8no. Hamworthy Wessex 50 boilers are in poor condition and past their economic lifespan. A number of the boilers are not operational and lock out on fault. Associated automatic controls are not operational and also past their economic lifespan. All systems currently need to be switched on/off manually.

**Comments:**

Existing Grundfos pumps appear to be in good condition.

**Photo:**



**Defect Location:**

Boiler room



## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

**Code:** IW00017273  
**Element:** 07 Mechanical services  
**Subelement:** 07.05 Heating  
**Item:** 07.05.02  
**Condition:** B Satisfactory  
**Priority:** 03 Desirable - Within 3 to 5 years

**Site:** SIT0375 DUNDAS PARK  
**Building:** BLD00661  
**Room:**  
**Cost:** £10352.56  
**Remedy:**  
**Defect:**

The existing radiator(s) are nearing or at the end of their CIBSE Economic Life of 15 years  
Throughout the majority of the building.

#### Defect Location:

A number of radiators are in poor condition and past their economic lifespan.

#### Comments:

#### Photo:



**Identified Work (by location)**

**Code:** IW00017276  
**Element:** 07 Mechanical services  
**Subelement:** 07.08 Water Services  
**Item:** 07.08.01  
**Condition:** A Good  
  
**Priority:** 04 Long Term - Beyond 5 years

**Site:** SIT0375 DUNDAS PARK  
**Building:** BLD00661  
**Room:**  
**Cost:** £658.56  
**Remedy:** Provide insulation to all uninsulated sections of pipework.  
**Defect:** Large sections of pipework are uninsulated.  
**Defect Location:** Boiler room

**Comments:** Pipework is in good condition however there are sections of pipework which are uninsulated.

**Photo:**





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

<b>Code:</b>	IW00017277	<b>Site:</b>	SIT0375 DUNDAS PARK
<b>Element:</b>	07 Mechanical services	<b>Building:</b>	BLD00661
<b>Subelement:</b>	07.08 Water Services	<b>Room:</b>	
<b>Item:</b>	07.08.02	<b>Cost:</b>	£16564.09
<b>Condition:</b>	B Satisfactory	<b>Remedy:</b>	
<b>Priority:</b>	03 Desirable - Within 3 to 5 years	<b>Defect:</b>	The existing Calorifiers, pumps, pipework, controls etc. are nearing or at the end of their CIBSE Economic Life of 15 years

**Defect Location:** Boiler room

**Comments:** 4no. gas fired hot water heaters (Beaumont V series VE300P) are in satisfactory condition but have exceeded their economic lifespan so should be replaced. 1No. Water heater was not operational as the associated pump has failed. The building manager reported that the hot water system regularly experiences air locks.

**Photo:**





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

<b>Code:</b>	IW00016510	<b>Site:</b>	SIT0375 DUNDAS PARK
<b>Element:</b>	09 Redecorations	<b>Building:</b>	BLD00661
<b>Subelement:</b>	09.01 External Decoration	<b>Room:</b>	
<b>Item:</b>	09.01.05	<b>Cost:</b>	£2041.53
<b>Condition:</b>	B Satisfactory	<b>Remedy:</b>	1 - Prepare surfaces and reapply paint coatings, 2 - Prepare surfaces and reapply paint coatings.
<b>Priority:</b>	03 Desirable - Within 3 to 5 years	<b>Defect:</b>	1 - Cyclical redecoration works required to external timber doors. 2 - Cyclical redecoration works required to double glazed timber framed windows.
<b>Comments:</b>		<b>Defect Location:</b>	External
<b>Photo:</b>	No idwork image found.		



## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

**Code:** IW00016522  
**Element:** 09 Redecorations  
**Subelement:** 09.02 Internal Decoration  
**Item:** 09.02.02  
**Condition:** B Satisfactory  
**Priority:** 03 Desirable - Within 3 to 5 years

**Site:** SIT0375 DUNDAS PARK  
**Building:** BLD00661  
**Room:**  
**Cost:** £1251.26  
**Remedy:** Rub down, prepare surfaces and redecorate.  
**Defect:** Cyclical redecoration works required to steel panel radiators with deteriorated and flaking finishes in areas.

**Defect Location:** Throughout

**Comments:**

**Photo:**





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

<b>Code:</b>	IW00016521	<b>Site:</b>	SIT0375 DUNDAS PARK
<b>Element:</b>	09 Redecorations	<b>Building:</b>	BLD00661
<b>Subelement:</b>	09.02 Internal Decoration	<b>Room:</b>	
<b>Item:</b>	09.02.08	<b>Cost:</b>	£6712.03
<b>Condition:</b>	B Satisfactory	<b>Remedy:</b>	Prepare surfaces and redecorate throughout.
<b>Priority:</b>	03 Desirable - Within 3 to 5 years	<b>Defect:</b>	Cyclical redecoration works required throughout, inclusive of; plasterboard lined ceiling, painted wall surface finishes, doors and skirtings/architraves.
<b>Comments:</b>		<b>Defect Location:</b>	Internal
<b>Photo:</b>	No idwork image found.		





## Edinburgh - City Of Edinburgh Council

### Identified Work (by location)

**Code:** IW00016524  
**Element:** 10 Fixed internal furniture and fittings  
**Subelement:** 10.01 Fixed Furniture  
**Item:** 10.01.03  
**Condition:** C Poor  
**Priority:** 02 Essential - Within 2 years

**Site:** SIT0375 DUNDAS PARK  
**Building:** BLD00661  
**Room:**  
**Cost:** £329.28  
**Remedy:** Replace defective and missing sections.  
**Defect:** Defective sections and missing door fittings to kitchen units.  
**Defect Location:** 035

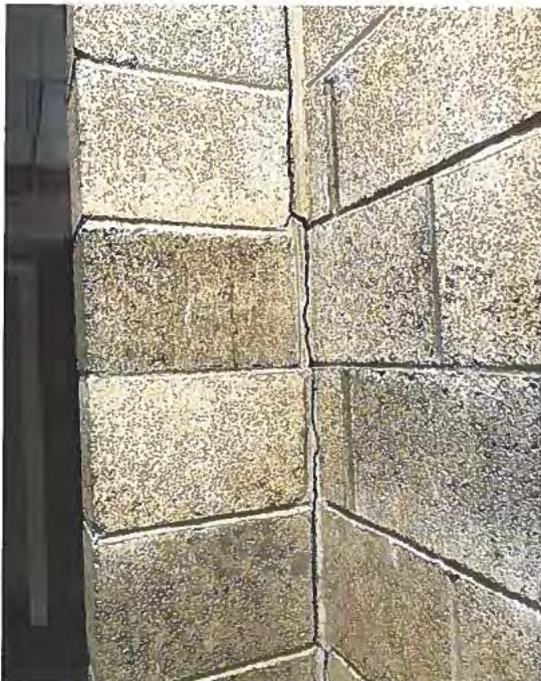
**Comments:**

Provisional sum

**Photo:**



Total Idwork Cost: £132823.58



Large crack at junction



This is the plan referred to in the foregoing Lease between The City of Edinburgh Council and Queensferry Sports and Community Hub relative to 30 Ashburnham Road, South Queensferry



*Wm  
McL...*

<b>• EDINBURGH •</b> THE CITY OF EDINBURGH COUNCIL SERVICES FOR COMMUNITIES EDINBURGH	
LAND AT SOUTH QUEENSFERRY RECREATION CENTRE DUNDAS AVENUE SOUTH QUEENSFERRY	
DATE	19/06/2018
SURVEYED BY	Third Party
DRAWN BY	
SCALE	1:1250 @ A3 SIZE
NEG. NO.	A3/1753 B

SITE PLAN

CAR PARK SHOWN COLOURED BLUE

SCALE 1:1250

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