

EDINBURGH LEISURE

TO EDINBURGH LEISURE CHARITY NO. SC 027450 DATE 17 FEBRUARY 2022

PREMISES

ACCOUNT: COMMON GOOD

REF NO:

I, PAVILION COMMUNITY ACTION TEAM (HEREINAFTER REFERRED TO AS "THE TENANT(S)")

HEREBY OFFER TO RENT THE MEADOWS PAVILION DELINEATED IN RED ON THE ATTACHED PLAN

SITUATED AT: MELVILLE DRIVE EDINBURGH EH9 1JZ

PRESENTLY OCCUPIED BY [REDACTED] (RENUCIATION OF ALL OTHER LEASES)

FOR THE PERIOD FROM: 1 FEBRUARY 2022 TO 30 JUNE 2022 AND FROM MONTH TO MONTH THEREAFTER UNTIL TERMINATED ON THE 1ST DAY OF ANY MONTH BY EITHER PARTY GIVING AT LEAST 30 DAYS' WRITTEN NOTICE TO THE OTHER.

AT A RENT OF £1 PER ANNUM IF REQUESTED

SUBJECT TO THE FOLLOWING CONDITIONS: -

CONDITIONS OF LET

1. EDINBURGH LEISURE SPECIFICALLY PROHIBITS THE KEEPING OR USE OF ELECTRONIC AMUSEMENT MACHINES ON THE PREMISES.
2. THE PROPERTY IS ACCEPTED IN ITS PRESENT CONDITION AND THE TENANT(S) SHALL BE RESPONSIBLE FOR FITTING IT OUT IN A SUITABLE MANNER FOR HIS PURPOSES.
3. THE TENANT(S) SHALL NOT BE ENTITLED TO ASSIGN THE TENANCY OR SUBLET THE PREMISES IN WHOLE OR PART.
4. THE TENANT(S) SHALL RELIEVE EDINBURGH LEISURE OF ALL CLAIM DEMANDS AND ACTIONS IN ANY RESPECT WHATSOEVER ARISING OUT OF THE TENANT(S) OCCUPATION AND USE OF THE SAID PROPERTY AND ANY ACCESS THERETO.
5. THE TENANT(S) SHALL PAY ALL LOCAL TAXES AND OTHER PUBLIC BURDENS IN RESPECT OF THE PROPERTY.
6. AT THE EXPIRY OR SOONER TERMINATION OF THIS TENANCY WITHOUT WARNING OR PROCESS OF REMOVING, THE TENANT(S) SHALL, IF CALLED UPON TO DO SO FORTHWITH, REMOVE ALL ALTERATIONS, ADDITIONS AND OTHER STRUCTURES ATTACHED BY THE TENANT(S) TO THE SAID PROPERTY AND SHALL RESTORE AND LEAVE THE PREMISES VOID AND REDD TO THE SATISFACTION OF AND FREE OF EXPENSE TO EDINBURGH LEISURE. IN THE EVENT OF ANY SUCH ALTERATIONS/ADDITIONS BEING ALLOWED TO REMAIN IN SITU THE TENANT(S) SHALL NOT BE ENTITLED TO COMPENSATION, NOR WILL ANY COMPENSATION BE PAID FOR ANY MARKETABLE GOODS LEFT IN SITU. IN THE EVENT OF THE PREMISES NOT BEING CLEARED TO THE EDINBURGH LEISURE'S SATISFACTION ANY FURTHER EXPENSE INCURRED BY IT IN ARRANGING ADEQUATE CLEARANCE SHALL BE BORNE BY THE TENANT(S).
7. THE TENANT(S) SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUISITE APPROVALS AND COMPLYING WITH ALL STATUTORY REQUIREMENTS OF CENTRAL AND LOCAL GOVERNMENT ACTS, ORDERS AND REGULATIONS RELATING TO HIS USE AND OCCUPATION OF THE SAID PROPERTY, AT HIS SOLE EXPENSE, FOR CARRYING OUT ANY ALTERATIONS OR ADDITIONS REQUIRED AS AFORESAID.
8. NO NUISANCE (INCLUDING VERMIN INFESTATION) SHALL BE PERMITTED OR CREATED IN THE SAID PROPERTY WHICH MAY CAUSE ANNOYANCE OR DISTURBANCE TO EDINBURGH LEISURE, ITS TENANTS OR NEIGHBOURING PROPRIETORS OR OCCUPIERS AND OF SUCH NUISANCE EDINBURGH LEISURE SHALL BE SOLE JUDGE.
9. THE TENANT(S) WILL BE RESPONSIBLE FOR MAINTAINING THE PREMISES WIND AND WATER TIGHT AND FOR ALL REPAIRS BOTH INTERIOR AND EXTERIOR OF THE BUILDING, INCLUDING ALL REPAIRS REQUIRED IN CONNECTION WITH NATURAL DECAY AND WEAR AND TEAR. THE TENANT(S) WILL ALSO BE RESPONSIBLE FOR DECORATION OF THE PREMISES BOTH INTERNALLY AND EXTERNALLY. IN PARTICULAR THE TENANT(S) WILL BE RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF ALL MAINS AND SERVICE CONNECTIONS ANCILLARY TO THE SUBJECTS OF LET. IF THE TENANT(S) FAILS TO CARRY OUT ANY REPAIRS DEEMED NECESSARY BY EDINBURGH LEISURE IT WILL BE IN THE POWER OF EDINBURGH LEISURE TO CARRY OUT THE NECESSARY WORK AND RECOVER THE COST THEREOF FROM THE TENANT(S). ALTERNATIVELY, IF THE TENANT(S) FAILS TO CARRY OUT ANY REPAIRS DEEMED NECESSARY BY EDINBURGH LEISURE, EDINBURGH LEISURE RESERVES THE RIGHT TO TERMINATE THE TENANCY FORTHWITH WITHOUT PAYMENT OF ANY COMPENSATION WHATSOEVER. ANY REPAIRS OF A MUTUAL NATURE, E.G. ROOF, SHALL BE APPORTIONED ON THE BASIS OF THE FLOOR AREA. THE TENANT(S) WILL BE RESPONSIBLE FOR THE UPKEEP AND MAINTENANCE OF ALL BOUNDARY WALLS AND FENCES RELATING TO THE PREMISES AND WILL ASSUME RESPONSIBILITY FOR EDINBURGH LEISURE'S SHARE OF THE MAINTENANCE AND UPKEEP OF ALL BOUNDARY WALLS AND FENCES RELATIVE TO THE PREMISES WHICH ARE MUTUAL.
10. THE TENANT(S) SHALL KEEP ANY ADJOINING AREA OF GROUND IN A CLEAN AND TIDY CONDITION TO THE SATISFACTION OF EDINBURGH LEISURE.

11. NO ADDITIONS TO OR STRUCTURAL ALTERATIONS ON THE PREMISES WILL BE MADE NOR WILL ANY BUILDING STRUCTURE OF ANY KIND (FIXED OR PORTABLE) BE ERECTED ON OR WITHIN THE PREMISES WITHOUT PERMISSION OF EDINBURGH LEISURE, AS LANDLORD. PLANS AND SPECIFICATIONS OF ANY ADDITIONS OR ALTERATIONS TO THE PROPERTY, INCLUDING PAINTERWORK WILL, AS WELL AS REQUIRING APPROPRIATE STATUTORY PERMISSION, BE REQUIRED TO BE SUBMITTED IN THE FIRST INSTANCE TO EDINBURGH LEISURE FOR APPROVAL BEFORE WORK IS COMMENCED.
12. IN THE EVENT OF THE RENT NOT BEING PAID WITHIN SEVEN DAYS OF THE DUE TERM DATE (WHETHER FORMALLY DEMANDED OR NOT) EDINBURGH LEISURE SHALL BE ENTITLED TO RECOVER INTEREST AT THE RATE OF 5 PER CENT PER ANNUM ABOVE THE BANK OF SCOTLAND BASE LENDING RATE FROM THE DATE THE SUM BECOMES DUE TILL PAID.
13. IF THE TENANT(S) AT ANY TIME DURING THE CURRENCY CONTRAVENES OR FAILS TO IMPLEMENT THE CONDITIONS IMPOSED OR UNDERTAKEN BY HIM UNDER THE AGREEMENT OR ALLOWS THE RENT TO FALL INTO ARREARS FOR A PERIOD OF 21 DAYS AFTER IT BECOMES DUE, WHETHER FORMALLY DEMANDED OR NOT, OR BECOMES NOTOUR BANKRUPT OR IS SEQUESTERED OR GRANTS A TRUST FOR BEHOOF OF CREDITORS OR IS UNABLE TO PAY HIS DUES OR GOES INTO LIQUIDATION, THE TENANCY SHALL IN THE OPTION OF EDINBURGH LEISURE BECOME VOID AND NULL AND EDINBURGH LEISURE SHALL BE ENTITLED TO ENTER INTO POSSESSION OF THE SUBJECTS WITHOUT PREJUDICE TO ITS RIGHT TO RECOVER RENT DUE OR ACCRUED AND TO REQUIRE THE TENANT TO CARRY OUT SAID OR OTHER OBLIGATIONS WHERE APPLICABLE.
14. THE TENANT(S) SHALL BEAR WHOLLY THE COST OF ANY LAND AND BUILDINGS TRANSACTION TAX ARISING FROM THIS MISSIVE OF LET AS WELL AS ANY EXPENSES OF THE EDINBURGH LEISURE IN CONNECTION WITH THIS AGREEMENT.
15. EDINBURGH LEISURE RESERVES THE RIGHT TO ITS AGENTS, OFFICERS, SERVANTS AND WORKMEN TO ENTER AND VIEW THE CONDITION OF THE SAID PROPERTY AT ALL REASONABLE TIMES AND WITHOUT NOTICE. EDINBURGH LEISURE ALSO RESERVES THE RIGHT TO OPEN UP FOR INSPECTION ANY PARTS OF THE PREMISES WHICH MIGHT BE DEEMED NECESSARY TO ENSURE THAT THE PROPERTY IS MAINTAINED IN SOUND STRUCTURAL CONDITION.
16. CLAUSE 15 ABOVE DOES NOT AFFECT THE TENANTS RESPONSIBILITY AS DEFINED IN CLAUSES 9 OR 10. THE TENANT(S) SHALL NOT BE ENTITLED TO CLAIM ANY COMPENSATION FOR DISTURBANCE OR DAMAGES WHICH OCCURS AS A RESULT OF ANY WORKS CARRIED OUT UNDER CLAUSES 15.
17. EDINBURGH LEISURE RESERVES TO ITSELF THE RIGHT TO ERECT OR AFFIX A "TO LET" BOARD OR NOTICE AT ANY TIME AFTER THREE MONTHS PRIOR TO THE EXPIRY OF THE TENANCY.
18. WITHOUT PREJUDICE TO THE TENANTS OTHER OBLIGATIONS IN TERMS HEREOF EDINBURGH LEISURE SHALL INSURE THE SUBJECTS LET IN THE NAME OF EDINBURGH LEISURE AND THE TENANT WILL PAY THE PREMIUM TO EDINBURGH LEISURE ON DEMAND. THE INSURANCE WILL BE WITH AN INSURANCE COMPANY TO BE SELECTED BY EDINBURGH LEISURE AGAINST FIRE, LIGHTNING, AIRCRAFT, EXPLOSION, RIOT AND CIVIL COMMOTION, MALICIOUS DAMAGE, EARTHQUAKE, STORM, TEMPEST, FLOOD, BURSTING AND OVER-FLOWING OF WATER PIPES AND APPARATUS AND IMPACT BY VEHICLES AND SUCH OTHER PERILS AS THEY DEEM NECESSARY FOR AN AMOUNT THAT THEY IN THEIR SOLE OPINION DEEM SUFFICIENT TO COVER THE COST OF COMPLETELY REINSTATING THE SUBJECTS LET IN THE EVENT OF TOTAL DESTRUCTION, TOGETHER WITH DEBRIS REMOVAL COSTS, ARCHITECTS' AND SURVEYORS' FEES AND TWO YEARS' RENT PAYABLE UNDER THIS LEASE AND THE TENANT(S) SHALL REPAY TO EDINBURGH LEISURE IMMEDIATELY ON DEMAND ALL PREMIUMS AND OTHER MONIES EXPENDED BY EDINBURGH LEISURE FOR THE PURPOSE OF SUCH INSURANCE COVER TOGETHER WITH INTEREST THEREON AT A RATE OF 5 PER CENT PER ANNUM ABOVE THE BANK OF SCOTLAND BASE LENDING RATE APPLICABLE TO COMMERCIAL LOANS FROM THE DATE SAME BECOMES DUE BY THE TENANT(S) TILL PAID. IN THE EVENT THAT THE BUILDINGS AND OTHER OR ANY PART OF THE SUBJECTS LET SHALL AT ANY TIME BE DESTROYED OR DAMAGED BY ANY OF THE FORESAID PERILS THEN AS OFTEN AS THE SAME SHALL HAPPEN THE TENANT(S) SHALL BE BOUND TO INFORM EDINBURGH LEISURE OF SAID DAMAGE OR DESTRUCTION AS SOON AS IT HAS COME TO THE ATTENTION OF THE TENANT(S) AND, PROVIDED EDINBURGH LEISURE'S INSURANCE SHALL NOT HAVE BEEN RENDERED VOID OR VOIDABLE OR THE PAYMENT OF POLICY MONIES REFUSED OR WITHHELD IN WHOLE OR IN PART IN CONSEQUENCE OF ANY ACT OR DEFAULT ON THE PART OF THE TENANT(S) OR THEIR SERVANTS, AGENTS OR VISITORS, EDINBURGH LEISURE SHALL EXPEND IN MAKING GOOD SUCH DAMAGE A SUM BEING NOT MORE THAN THE SUM RECOVERED BY THEM IN VIRTUE OF THE INSURANCE OF THE SAID SUBJECTS IT BEING UNDERSTOOD THAT THIS LEASE SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE DESTRUCTION OF THE SUBJECTS LET. THE TENANT(S) SHALL NOT DO OR PERMIT OR SUFFER TO BE DONE IN OR ON THE SUBJECTS LET OR ANY PART OR PARTS THEREOF ANYTHING WHICH MAY RENDER THE POLICY OR POLICIES OF INSURANCE APPLICABLE TO THE SUBJECTS LET OR ANY NEIGHBOURING PROPERTIES VOID OR VOIDABLE AND IN THE EVENT OF DAMAGE TO OR DESTRUCTION OF ANY NEIGHBOURING SUBJECTS IN THE OWNERSHIP OF THE LANDLORDS AND THE INSURANCE COMPANY WITHHOLDING THE INSURANCE MONIES DUE TO ANY ACT, OMISSION OR DEFAULT ON THE PART OF THE TENANT(S), THE TENANT(S) SHALL MAKE GOOD SUCH DAMAGE OR DESTRUCTION OUT OF THEIR OWN RESOURCES. THE TENANT(S) UNDERTAKE TO MAKE GOOD ANY FAILURE BY THE INSURANCE COMPANY TO PAY THE TOTAL SUMS INSURED IN RESPECT OF DAMAGE TO OR DESTRUCTION OF THE SUBJECTS LET UNLESS SUCH FAILURE IS AS A RESULT OF EDINBURGH LEISURE FAILURE TO INSURE FOR FULL REINSTATEMENT VALUE OR TO PAY THE ANNUAL PREMIUMS THEREON. IN THE EVENT OF ANY INSURANCE PREMIUM OR PREMIUMS PAYABLE BY EDINBURGH LEISURE IN RESPECT OF THE SUBJECTS LET OR NEIGHBOURING PREMISES BEING INCREASED IN CONSEQUENCE OF THIS TENANCY OR THEIR TENANTS USE OF THE SUBJECTS LET, THE TENANT(S) SHALL PAY TO EDINBURGH LEISURE IMMEDIATELY ON DEMAND THE AMOUNT BY WHICH SUCH PREMIUM OR

PREMIUMS IS OR ARE SO INCREASED. THE TENANT(S) SHALL BE RESPONSIBLE FOR ALL OTHER NECESSARY INSURANCE INCLUDING OCCUPIERS' LIABILITY, PLATE GLASS, CONTENTS, FITTINGS AND FIXTURES.

19. THE SUBJECTS OF LET SHALL BE USED FOR THE PURPOSE OF COMMUNITY HUB-AND FOR NO OTHER PURPOSE WHATSOEVER, WITHOUT THE PREVIOUS WRITTEN CONSENT OF EDINBURGH LEISURE AS LANDLORD.
20. THE TENANT(S) WILL PAY AN ADMINISTRATIVE CHARGE OF £250 PLUS VAT ON OR BEFORE THE DATE OF ENTRY.

THE PARTIES HERETO CONSENT TO THE REGISTRATION HEREOF FOR PRESERVATION AND EXECUTION.

THE PARTIES CERTIFY THAT THIS LEASE IS NOT A LEASE WHICH GIVES EFFECT TO AN AGREEMENT FOR LEASE AS INTERPRETED BY THE INLAND REVENUE IN TERMS OF THE GUIDANCE NOTE DATED 30 JUNE 1994 REFERRING TO SECTION 240 OF THE FINANCE ACT 1994.

SIGNATURE(S) 

SIGNATURE 

OF

WITNESS

NAME 

ADDRESS 

ON BEHALF OF EDINBURGH LEISURE, PROPRIETORS, I HEREBY ACCEPT THE FOREGOING OFFER ON THE TERMS SPECIFIED.


.....
PROPER OFFICER

SIGNATURE

OF

WITNESS

NAME 

OCCUPATION SPORTS PITCH MANAGER