

24/5093

Books of Council and Session

Extract Registered 12 Feb 2024

MODERN LIMITED DURATION TENANCY

CITY OF EDINBURGH COUNCIL
EDINBURGH AGROECOLOGY CO OP CIC

HARPER MACLEOD LLP
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Registers of Scotland

24/5093

AT EDINBURGH the Twelfth day of February Two thousand and twenty four the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and execution and is registered in the said Books as follows:-

Modern Limited Duration Tenancy

between

- 1 The City of Edinburgh Council; and
- 2 Edinburgh Agroecology Co Op CIC

1 **Definitions and Interpretation**

1.1 Definitions

In this Lease and the Schedule the following words and expressions shall have the meanings respectively ascribed to them:

"1991 Act" means The Agricultural Holdings (Scotland) Act 1991 as amended by The Agricultural Holdings (Scotland) Act 2003 and thereafter amended by the 2011 Order and thereafter by the 2016 Act;

"2003 Act" means The Agricultural Holdings (Scotland) Act 2003 as amended by the 2011 Order and the 2016 Act;

"2011 Act" means the Wildlife and Natural Environment (Scotland) Act 2011;

"2011 Order" means The Public Services Reform (Agricultural Holdings) (Scotland) Order 2011;

"2016 Act" means the Land Reform (Scotland) Act 2016;

"Access Road" means the access road, track or path (including any verge or ditch thereof) from time to time on the Access Route;

"Access Route" means the route coloured green on the Plan;

"Break Date" means the fifth anniversary of the Date of Entry;

"Enactment" means every Act of Parliament, directive and regulation now or hereafter to be enacted or made, and all subordinate legislation whatsoever deriving validity therefrom;

"Date of Entry" means 1 January 2024;

"End Date" means 31 December 2049;

"Entitlements" means any Basic Payment Entitlements within the meaning of the Basic Payment Entitlements Regulations established under EU Council Regulation 1307/2013, Commission Delegated Regulation C(2014) 1476 and all relevant Scottish Government Regulations establishing rules for direct payments to farmers under support schemes within the framework of the Common Agricultural Policy of the European Union, any other support payments, other payments or other rights either relative to any farm produce or any other rights under any scheme which may be in existence or which may be introduced at any time during the currency of this lease relating to the Leased Subjects;

"Southern Boundary Wall" means the boundary wall between the Leased Subjects and Lauriston Castle and ground and which wall is on or bounding the Leased Subjects following or running adjacent to the southern external boundary of the Leased Subjects;

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"Fixed Equipment" means:

- (a) fixed equipment as defined by Section 85 of the 1991 Act;
- (b) fixed equipment as set out in Clause 16 of the 2003 Act and Article 9 of the 2011 Order; and
- (c) without prejudice to the foregoing generality the Specified Equipment;

"Health and Safety Plan" means the Health and Safety policy to be prepared by the Tenant in terms of Clause 6.14;

"Invasive Species" means Japanese Knotweed and Himalayan Balsam;

"Key Performance Indicators" means:

- (a) Details of the performance of the farm over the preceding 12 months to include details of crops grown (minimum of 25% of available farmland or 95% of area that is deer fenced should be used for food production by end of year 5 and a minimum of 40% of available farmland should be used for food production by year 10);
- (b) Information on where the food grown has subsequently been sold/distributed e.g. percentage sold on site, sold/donated to charities, food banks, shops etc (track progress on where produce has been distributed against yearly targets set out in B.Plan Addendum - dated July 2023);
- (c) Progress on crop establishment set against the proposals set out in B.Plan Addendum - dated July 2023; and
- (d) Details of financial performance set against projections proposed in B.Plan Addendum - dated July 2023.

"Landlords" means The City of Edinburgh Council, the Local Authority for the said 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 in their interest as landlords hereunder and in substitution therefor all persons who may succeed to the interest of the landlords under this Lease and where the context so admits includes their respective successors in title;

"Leased Subjects" means the subjects more particularly described in Part 1 of the Schedule;

"Muirburn Code" means the Muirburn Code published by the Scottish Government (May 2021), (<https://www.nature.scot/doc/guidance-muirburn-code>) (or any subsequent code substituted for or replacing the same);

"Payment Entitlements" means the whole standard entitlements validated on the Property and any other entitlement to financial support of whatever kind relating to the Property allocated by AFRC-RPID to the Seller under the Payment Entitlement Regulations;

"Payment Entitlement Regulations" means European Council Regulation (EC) No 1307/2013 and any implementing regulations deriving therefrom issued by the European Commission, the Parliament of the United Kingdom and the Scottish Parliament under or to give effect to Council Regulation (EC) No 1307/2013;

"Permitted Use" means for use as a community urban farm which shall include but shall not be limited to crop-growing, a market garden and allotments education, training and community events and for no other purpose over the whole of the Leased Subjects;

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"Plan" means the plan forming Part 5 of the Schedule;

"Record of Condition" means the record of condition of the Fixed Equipment on and of the cultivation of the Leased Subjects made up in accordance with Section 8 of the 1991 Act as amended by Section 61 of the 2003 Act to be agreed between the Landlords and the Tenants (both acting reasonably) as soon as possible following the Date of Entry, but within one month of the Date of Entry and in accordance with the terms of Clause 7;

"Rent" means the sum of **EIGHT THOUSAND POUNDS (£8,000)** STERLING, per annum subject to any rent review in terms of the 2003 Act;

"Reservations" means the exceptions and reservations set out in Part 4 of the Schedule;

"Risk Assessment" means the risk assessment undertaken by or to be undertaken by the Tenant in terms of Clause 6.14;

"Schedule" means the Schedule annexed and executed as relative hereto;

"Schedule Documentation" means true copies of all documents issued by AFRC-RPID detailing the Payment Entitlements pertaining to the Leased Subjects, the relevant field identifier plans, and completed IACS/SAF forms for the 5 years preceding the date hereof together with a copy of the SEERAD/SGRPID/AFRC-RPID receipts in respect of the IACS/SAF forms;

"SGRPID" means the Scottish Government Rural Payments Inspections Directorate (or any successor body performing similar functions);

"Specified Equipment" means the equipment shown or listed in Part 2 of the Schedule;

"Spill Kit" means a pollution control kit to such a specification and containing such equipment as may be specified from time to time by the Landlords which equipment shall be used to mitigate any pollution which occurs at the Leased Subjects;

"Tenant" means Edinburgh Agroecology Co Op CIC, a community interest company registered in Scotland (company number SC668231) and having its registered office at 58 Pilton Park, Edinburgh, Scotland, EH5 2JB and where the context so admits, shall include any executor or executors in whom the tenant's part hereof shall validly vest but as executor only and not as an individual and shall also include any person to whom the tenant's right to this Lease is validly transferred by any such executor or executors;

"Term" means the period commencing on the Date of Entry and terminating on the End Date; and

"VAT" means Value Added Tax chargeable under the Value Added Tax Act 1994 or any identical or substantially similar tax which may replace such Value Added Tax.

1.2 Interpretation

1.2.1 Where the context so admits, words importing the singular shall include the plural (and vice versa) and the masculine gender shall include the feminine.

1.2.2 Where any party comprises an individual the obligations and liabilities of that party under this Lease shall bind his executors and representatives whomsoever without the necessity of discussing them in their order.

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- 1.2.3 Where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons and shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order.
- 1.2.4 The headings in this Lease do not form part of the Lease.
- 1.2.5 References to a specific Enactment include every statutory modification, consolidation and re-enactment and statutory extension of it for the time being in force.
- 1.2.6 Any obligation on, or right granted or reserved to the Landlords may be fulfilled or exercised by the Landlords and/or land agents in place of or in addition to the Landlords.
- 1.2.7 Where it is provided that the consent or approval of the Landlords is required then the consent or approval of the Landlords shall be required in writing
- 1.2.8 Where any act by the Tenant is not permitted or prohibited the Tenant shall be under obligation not to permit or suffer such act to be done.
- 1.2.9 References to the Leased Subjects in the absence of any provision to the contrary include any part thereof.
- 1.2.10 If any provision of this Lease is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.

2 Grant of Modern Limited Duration Tenancy

- 2.1 The Landlords HEREBY LET to the Tenant (but excluding legal, voluntary or conventional, successors of the Tenant of every description (except as provided for at Clause 5.1.4) and creditors of the Tenant or managers on its behalf) the Leased Subjects TOGETHER WITH the Fixed Equipment BUT RESERVING AND SUBJECT to the Reservations AND THAT for the Term and otherwise on the whole terms and conditions of this Lease.
- 2.2 This Lease shall constitute a Modern Limited Duration Tenancy pursuant to Section 5A of the 2003 Act.
- 2.3 With effect from the Break Date and subject to the provisions of Section 8D of the 2003 Act either the Landlord or the Tenant shall be entitled to terminate this Lease on giving to the other party not less than one year and not more than two years' written notice prior to the Break Date.
- 2.4 The Tenant warrants that it is a new entrant in terms of Section 5B of the 2003 Act.

3 Rent and other Monetary Payments

- 3.1 The Tenant BINDS and OBLIGES itself to pay to the Landlords or to any person who may from time to time be appointed by the Landlords to receive the same and at such place or places as the Landlords shall from time to time appoint the Rent payable without demand, which shall be payable in two equal instalments in arrears on 28 May and 28 November in each calendar year throughout the Term. Each instalment of the rent shall be payable by the Tenant by standing order or as may be otherwise specifically agreed between the Landlords and the Tenant. Subject to Section 12 of the 2003 Act, under no circumstances shall the Tenant be entitled to withhold payment of rent, or any part or parts thereof when the same falls due, in respect of any question or difference between the Tenant and the Landlords or for any other reason.

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- 3.2 The Tenant shall pay all council tax, local rates, taxes and other charges and assessments, including all water rates (if any) whether charges by meter or otherwise or others substituted therefor incurred for or in respect of the occupation of the Leased Subjects for the Permitted Use and any VAT on any payment (including rent) payable by the Tenant hereunder.
- 3.3 Except insofar as may be provided for by an Order granted in its favour by the Scottish Land Court pursuant to Section 12 of the 2003 Act, the Tenant shall not be entitled to withhold or consign any payment of rent or any other sum payable by the Tenant to the Landlords in terms hereof or otherwise on account of any claim which the Tenant may have against the Landlords or for any other reason whatsoever it being specifically agreed that the rent shall be paid at the due dates hereinbefore specified and that all such other sums payable shall be paid when they fall due (as hereinafter defined) notwithstanding any such claims but that the Landlords shall not at any time be barred from claiming damages from the Tenant for failure to implement its obligations under this Lease by reason of the fact that the rent or any such other sum may have been accepted by the Landlords and discharged without reservation DECLARING that in the event of the Tenant failing to make any payment of rent or of any such other sum on the date upon which the same becomes due (which in the case of the rent shall be the aforesaid dates and in the case of any such sum shall be the date occurring seven days after the receipt by the Tenant from the Landlords of a demand therefor) the Tenant shall be bound to pay interest thereon to the Landlords at a rate three percentage points above the base rate of the Bank of Scotland in force from time to time, from the date upon which payment becomes due as aforesaid, until payment thereof and such interest shall be recoverable as if the same were rent in arrears and due under this Lease.
- 3.4 The Rent shall be subject to review on the tenth anniversary of the Date of Entry in terms of the 2003 Act.
- 4 Fixed Equipment**
- 4.1 For the purposes of Section 16(1) of the 2003 Act as amended by Section 9 of the 2011 Order, the Fixed Equipment on the Leased Subjects and the condition thereof as at the Date of Entry is specified to the best of the parties' abilities in Part 2 of the Schedule and the Record of Condition.
- 4.2 The Landlords undertake to provide such Fixed Equipment as will enable the Tenant to maintain efficient production as respects the use of the Leased Subjects permitted by Clause 5 below:
- 4.2.1 to put the Specified Equipment into a suitable condition for the permitted use; and
- 4.2.2 to provide such Fixed Equipment as will enable the Tenant to maintain efficient production as respects the use of the Leased Subjects permitted by Clause 5 below.
- 4.3 The Tenant agrees and accepts that the Landlords have, prior to the Date of Entry, implemented their obligations under clause 4.2.1;
- 4.4 The Tenant agrees and accepts that the Landlords have, prior to the Date of Entry, implemented their obligations under clause 4.2.2 in respect that the parties are agreed that no such other Fixed Equipment as is mentioned in clause 4.2.2 is required or necessary.
- 4.5 The Tenant undertakes during the tenancy to maintain the Fixed Equipment (under exception of the Southern Boundary Wall) on the Leased Subjects in as good a state of repair (natural decay and fair wear and tear excepted, subject to Clause 4.6) as it was in:
- 4.5.1 immediately after it was put into the condition specified in Part 2 of the Schedule; or
- 4.5.2 in the case of Fixed Equipment improved, provided, renewed or replaced during the Term, immediately after such Fixed Equipment was so improved, provided, renewed or replaced.

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For the avoidance of doubt, the Tenant shall not add to, alter or improve the Fixed Equipment on the Leased Subjects without the prior written consent of the Landlords.

- 4.6 The Tenant undertakes during the Term to effect such replacement or renewal of the Fixed Equipment (under exception of the Southern Boundary Wall) on the Leased Subjects as may be rendered necessary by natural decay or fair wear and tear if and to the intent and effect of freeing and relieving the Landlord of its obligations under section 16A(5) of the 2003 Act.

5 Character and Use of the Leased Subjects

- 5.1 Subject to sections 39 to 41 (inclusive) of the 2003 Act and to Clause 5.3:

5.1.1 the Leased Subjects shall be used by the Tenant for the Permitted Use only and the Tenant shall not use the Leased Subjects or any building therein for any purpose out-with the Permitted Use without the prior written consent of the Landlords;

5.1.2 without prejudice to the generality of Clause 5.1.1, the Tenant is and shall be expressly prohibited from changing the character of the Leased Subjects by engaging in dairy farming or the farming of non-traditional species or crops without obtaining the prior written consent of the Landlords; and

5.1.3 the Tenant shall be prohibited from assigning their interest in this Lease or the Leased Subjects or any part thereof, including any buildings on the Leased Subjects or otherwise parting with or sharing possession of the same to any assignees, or other occupiers of any description without first obtaining the prior written consent of the Landlords, which consent shall not be unreasonably withheld or delayed.

5.1.4 the Tenant shall be permitted to sub-lease their interest in this Lease or the Leased Subjects or any part thereof, including any buildings on the Leased Subjects or otherwise parting with or sharing possession of the same to any, sub-tenants or other occupiers (including grazing sub-tenants) provided that the said sub-tenant or other occupiers meet the permitted use for the land without first obtaining the prior written consent of the Landlords. In respect of allotment sub-tenants who shall occupy the allotments on the Leased Subjects, no notification of the granting of the sub-lease to the Landlord is required, however, in respect of any sub-lease granted for the purposes of micro-enterprise, the Tenant shall notify the Landlord in writing of the granting of such sub-lease.

- 5.2 The Tenant shall not dump or permit others to dump rubbish or other materials upon the Leased Subjects nor shall the Tenant do or allow to be done on the Leased Subjects anything which may be or may become a nuisance, annoyance or danger to the Landlords or the owners, occupiers or users of any adjoining lands or roads and the Tenant shall indemnify the Landlords against all expenses, losses, costs and/or charges suffered or incurred by the Landlords in relation to any claims made by third parties in respect of any breach of the Tenant's obligations under this Clause.

- 5.3 The Tenant may exercise a non-exclusive right of vehicular and pedestrian access to and from the Leased Subjects over the Access Road but only in so far as the Landlord has right to. The Landlord does not guarantee the suitability of the Access Road for the purpose of the Tenant.

6 Tenant's Other Non-monetary Obligations

- 6.1 Ground Vermin

The Tenant shall be bound to keep down all rats, moles and other ground vermin (other than rabbits, hares, deer and foxes) on the Leased Subjects (which shall include an obligation to prevent the spreading of mole hills) and that subject always to the provisions of the Ground Game Act 1880 as amended by (1) the Ground Game (Amendment) Act 1906 and (2) the 2011 Act and in the event of the formation of a rabbit or other such pest clearance society in

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the district the Tenant shall be bound to join such society if requested to do so by the Landlords.

6.2 Firearms and Pest Control

6.2.1 Except with the prior written consent of the Landlord, not to be unreasonably withheld or delayed (and subject to such conditions as the Landlord may impose), the Tenant is expressly prohibited from using:

6.2.1.1 any firearm on the Leased Subjects without the express prior written permission of the Landlords such permission to be granted subject to the Landlords' firearms policy and solely at the Landlords' discretion,

6.2.1.2 any snares on the Leased Subjects,

6.2.1.3 any animal traps on the Leased Subjects (other than cage traps which comply with any relevant Guidance issued by the Landlords and PROVIDED THAT if any non targeted species is caught, then such species can be released unharmed), or

6.2.1.4 any poison on the Leased Subjects (other than rat poison PROVIDED THAT use of rat poison (i) is to be confined to the proximity of the farm buildings on the Leased Subjects and (ii) complies with the relevant manufacturer's guidance and all relevant Enactments).

6.2.2 Nothing in this Lease shall prevent the Tenant using non-lethal methods to discourage pests (including crows, pigeons and other winged vermin), such as gas guns and electronic scarecrows.

6.3 Cutting Weeds

The Tenant shall also be bound to cut down or spray any Invasive Species identified on the Leased Subjects by the Landlord or the Tenant at any time throughout the Term and shall adhere to the Scottish Government's Non Native Species Code of Practice which came into effect on 2 July 2012.

6.4 Tenant's Failure to Control Vermin or Invasive Species

In the event of the Tenant failing to implement the foregoing obligations as to vermin and invasive species and others the Landlords reserve the right to implement the same and to recover the cost of doing so from the Tenant but not without first notifying the Tenant that they have failed to implement the said obligations and give the Tenant a reasonable period of time after serving such notice to rectify the failure to implement the said obligations.

6.5 Cultivation and Cross-Compliance

The Tenant shall be bound to cultivate and manage the Leased Subjects according to the rules of good husbandry (as defined in the Sixth Schedule to the Agriculture (Scotland) Act 1948 subject to Section 18(4) of the 2003 Act) so as not to wear out or deteriorate the Leased Subjects and to keep it at all times clean and free from weeds and disease, and specifically, the Tenant undertakes to comply with any European Union, United Kingdom or Scottish primary and secondary legislation concerning any cross-compliance requirements affecting the Leased Subjects (including Statutory Management Requirements and the requirement to maintain the Leased Subjects in Good Environmental and Agricultural Condition) which forms part of or refers to the Grant Scheme; DECLARING THAT during the last year of the period of this Lease however the same shall be determined the Tenant shall be bound to crop the Leased Subjects in such manner in all respect as the Landlords may in writing direct AND DECLARING FURTHER that the Tenant shall not (without the previous written consent of the Landlords) surrender or alienate to or in favour of any third party the management of the Leased Subjects AND DECLARING LASTLY that the Tenant shall not enter into any Set-

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Aside Scheme in respect of any part of the Leased Subjects without first obtaining the express written consent of the Landlords but then only on the basis that there shall be no variation of the rent then payable.

6.6 Consumption of Produce

Subject to Section 7 of the 1991 Act and section 14 of the 2003 Act, the Tenant is prohibited from selling or removing from the Leased Subjects, but shall be obliged to consume thereon the whole straw, hay, silage, turnips and other fodder grown thereon unless provision has been made by the Tenant for the return of the Leased Subjects free of compensation and within six months of the sale or removal thereof of the full equivalent manurial value of all such produce sold off or removed from the Leased Subjects in the form of the application to the Leased Subjects of manures or fertilisers having such value first approved in writing by the Landlords.

6.7 Records of Cropping, Agricultural Returns and Nitrate Vulnerable Zones

6.7.1 The Tenant shall be bound at all times and upon demand to produce to the Landlords true and accurate records of cropping of the Leased Subjects including copies of Integrated Administration and Control System Forms (or the equivalent) submitted to SGRPID for the past 3 years and true accounts of all straw, hay, silage, turnips and other fodder sold off or removed from the Leased Subjects and to keep and to produce at any time at the request of the Landlords a record of what provision is or has been made for the return to the Leased Subjects of the full equivalent manurial value of all such produce sold off or removed from the Leased Subjects and of what provision has been made to protect the Leased Subjects from injury or deterioration.

6.7.2 The Tenant shall preserve copies of all Agricultural Returns made by him to SGRPID and shall exhibit the same to the Landlords within 14 days of being required to do so by notice in writing to that effect given during or after the termination of this Lease.

6.7.3 The Tenant shall preserve copies of all farm accounts, including profit and loss accounts, balance sheets and details of gross margins made by him during the Term and shall exhibit finalised versions of such accounts to the Landlords within 3 months of the end of the relevant accountancy period to which such accounts relate and, in any event, within 3 months of being required to do so by notice in writing to that effect given during or after the termination of this Lease.

6.7.4 The Tenant shall preserve copies of all annual records and shall exhibit the same to the Landlords within 14 days of such Returns having been submitted or such records having been prepared.

6.8 Disease to Crop or Stock

The Tenant shall be bound to notify the Landlords in writing forthwith of any outbreak or suspected outbreak of any notifiable disease of crops or stock on the Leased Subjects and to take all reasonable precautions to prevent the introduction or spread of eelworm and other soil borne diseases and pests on the Leased Subjects and in particular not to grow on the same land during any four consecutive years more than one crop of potatoes or other crop which is susceptible to eelworm. Under declaration that the Tenant shall be prohibited from burying any fallen stock on the Leased Subjects.

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6.9 Burning

6.9.1 Straw and Stubble

The Tenant shall not carry out any burning of straw or stubble upon the Leased Subjects except with the express prior written consent of the Landlords, on each occasion, and then only upon such conditions as shall be laid down by the Landlords in terms of such consent. In the event of damage being done by burning straw or stubble to adjacent lands, buildings, hedges, plantations, shelter-belts, fences or any other part of the Leased Subjects and/or other buildings or any of them the Tenant shall pay to the Landlords the full cost of reinstatement or replacement of all physical damage together with full compensation, at the then current market value, for loss of timber or other property and for damage caused to the Landlords' interests. Furthermore, the Tenant shall indemnify the Landlords in respect of any liability to a third party, and any fine or penalty, which they may incur in respect of such burning.

6.9.2 Muirburn

The Tenant shall not burn any muir ground (including any ground with heather, grass, bent, broom or whin thereon) forming part of the Leased Subjects without the prior written consent of the Landlords. The Tenant will ensure that it carries out any burning of muir on the Leased Subjects in accordance with the Muirburn Code. The Tenant shall not make muirburn without giving to the Landlords at least 28 days prior notice in writing of the places and the extent to which the Tenant proposes to make muirburn DECLARING that the Landlords shall be entitled within 7 days after the receipt of such notice from the Tenant to give counter-notice of any dissatisfaction with the Tenant's proposals and thereafter to refer the matter to SGRPID for a decision (on the suitability or otherwise of the Tenant's proposals), which shall be final and binding on both parties and it shall not be lawful for the Tenant to engage in muirburn after such a reference has been made until SGRPID has issued its decision. The Tenant shall be responsible for giving to the occupiers of adjoining lands and woodlands at least 24 hours prior notice of its intention to make muirburn and of the place and extent of the proposed muirburn. The Tenant shall be bound to carry out muirburn only where it is for the benefit of pasture and with reasonable care for the interests of the Landlords and other neighbouring proprietors (including sporting interests) so as not to cause damage to any woodlands on or adjoining the Leased Subjects or any lands, buildings, march fences or other subjects DECLARING that the Tenant shall be bound to employ sufficient persons to keep the burning at all times under proper control.

6.10 Turf etc

The Tenant shall not cut any turf on or remove any top soil from the Leased Subjects except with the previous consent in writing of the Landlords.

6.11 Application of Chemicals

6.11.1 The Tenant shall use all chemical and other sprays so as to comply in all respects with the Control of Substances Hazardous to Health Regulations 2002 (as amended) and any other Regulations, directives or codes of practice which may from time to time be in force and as the same may be amended from time to time and the Tenant shall at all times use same with reasonable care to ensure that hedges, trees, crops, rivers, streams and gardens on or in the vicinity of the Leased Subjects are not adversely affected and so far as possible shall apply chemicals or other preparations to the Leased Subjects of a type and in a manner least likely to cause harm to human beings, game, birds or other wild creatures (whether on or in the vicinity of the Leased Subjects) DECLARING THAT the Tenant shall forthwith make good or pay compensation for any damage caused to the property of the Landlords or any other party as a result of any breach of this condition.

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6.11.2 Without prejudice to the obligations imposed on the Tenant in terms of Clause 6.9, the Tenant shall preserve copies of all chemical and spray record Returns made by him to SGRPID and shall exhibit the same to the Landlords within 14 days of being required to do so by notice in writing to that effect given during or after the termination of this Lease.

6.12 Pollution

6.12.1 The Tenant shall not cause or knowingly permit the pollution of the environment (whether air, water or land) whether by reason of the discharge of any substance or the emission of any gas or of any noise levels or otherwise on the Leased Subjects resulting in such pollution.

6.12.2 The Tenant shall inform the Landlords of any incident of pollution within 24 hours of such incident occurring.

6.12.3 The Tenant shall keep and maintain a Spill Kit at the Leased Subjects and use all reasonable endeavours to utilise the same in order to mitigate any occurrence of pollution at, on or under the Leased Subjects.

6.13 Statutes etc.

The Tenant shall be bound and obliged (without prejudice to any specific obligations imposed hereby) to comply in all respect with and obtain all necessary licences required by (and shall have the benefit of) all European Union Regulations and Directives and all United Kingdom and Scottish laws, statutes, statutory instruments, regulations, bye-laws, orders or directions by any United Kingdom Government Department or The Scottish Ministers or Scottish Government Department, Directorate or Agency or by any other authorised body issuing same which may apply or at any time may be applied to the Leased Subjects or to the water supply thereto or therefrom or to the husbandry of the Leased Subjects DECLARING that where such regulations, directives, laws or others as are hereinbefore mentioned conflict with the provisions hereof the former shall prevail and the Tenant shall not do or permit to be done on the Leased Subjects any act or thing whereby the Landlords may become liable to any penalty and shall indemnify the Landlords from and against all (if any) claims, actions, proceedings, costs, expenses, fines, penalties, demands or the like arising out of or in consequence of any breach of this condition.

6.14 Health & Safety Plan and Risk Assessment Plan

On or prior to the Date of Entry, the Tenant will prepare a Health & Safety Plan and a Risk Assessment Plan in respect of the Leased Subjects and exhibit the same to the Landlords for their approval. The Tenant shall be obliged to comply with the Health & Safety Plan and Risk Assessment Plan throughout the Term subject to any alteration or alterations to the same which have first been approved in writing by the Landlords.

6.15 Notices, Orders etc.

Without prejudice to any duty imposed on the Tenant by any statute, the Tenant shall, at all times immediately upon the receipt of any notice, order, direction or other matter affecting or likely to affect the Leased Subjects or the water supply thereto or therefrom provide a copy of the same to the Landlords and shall comply with and discharge such notice, order, direction or other matter.

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6.16 Obligations at Entry

The Tenant shall be bound to take over from the previous occupier, the previous occupier's last or waygoing crops of straw, hay, silage, and other fodder (if any), but shall have no obligation to pay any compensation to any previous occupier.

6.17 Obligations at Waygoing

6.17.1 With regard to the Tenant's waygoing from the Leased Subjects it is hereby provided and agreed (without prejudice to the foregoing provisions regarding the cultivation of the Leased Subjects at waygoing) as follows videlicet:

6.17.1.1 the cropping of the Leased Subjects during the year of the Tenant's waygoing from the Leased Subjects shall be as agreed between the Landlord and the Tenant (or in the absence of such agreement as shall reasonably be specified in writing by the Landlord) no later than the date occurring one year prior to the Tenant's proposed waygoing (or such later date as may be agreed between the parties) and the Tenant shall be bound and obliged to crop the Leased Subjects during said year wholly in accordance with such agreement or specification; in the event of it being agreed between the parties or specified by the Landlord as aforesaid that the whole or any part of the cropping of the Leased Subjects during such year shall be undertaken by the Landlord or by an employee, an incoming Tenant or other occupier including contractor (together referred to as "the incomer") the Tenant shall be bound and obliged to permit the incomer, or the incomer's employees or contractors, entry to the Leased Subjects as shall reasonably be required, prior to the Tenant's waygoing, for the cultivation of the arable land and for such other purposes as may reasonably be required for the cropping of the Leased Subjects;

6.17.1.2 the Tenant will ensure that the Leased Subjects are in stubble or cropped, all to the reasonable satisfaction of the Landlord;

6.17.1.3 the Tenant will allow the incomer to enter into such parts of the Leased Subjects (i) as may be intended for fallow at the separation of last crop in order to plough, labour, manure and dress the same accordingly and (ii) as may be intended for silage in order to roll or otherwise tend the grass in all ways and to such extent as may reasonably be required for that purpose;

6.17.1.4 that the Tenant shall leave to the incomer or incoming tenant the first and second year's grasses on the Leased Subjects DECLARING that the Tenant shall be entitled to receive compensation for such grasses, at valuation, but only in the event that the same have at the time of the Tenant's waygoing been ungrazed, otherwise no compensation shall be payable;

6.17.1.5 that the incomer shall be permitted to take over from the Tenant the Tenant's last or waygoing crops of straw, hay, silage, turnips and other fodder (other than potatoes) grown solely for consumption on the Leased Subjects (which the Tenant shall be obliged to leave on the Leased Subjects);

6.17.1.6 that the Tenant shall leave for the incomer the whole (if any) lime and residual and unexhausted manurial values and fertilisers within the Leased Subjects, declaring that the Landlord shall be bound to either (i) take over himself or (ii) bind any incoming tenant to take over from the Tenant the whole (if any) lime and residual and unexhausted manurial values and fertilisers within the Leased Subjects and either the Landlord or the incoming tenant will pay the Tenant a fair market value for same.

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6.18 Use of the Access Road

- 6.18.1 No vehicles will be parked on the Access Road or otherwise permanently or materially obstruct the Access Road;
- 6.18.2 The Landlord gives no guarantee to the condition of the Access Road or the suitability of Tenant's use hereof for the Permitted Use;
- 6.18.3 The Tenant shall ensure that all such vehicles driven by the Tenant on the Access Road are to be driven safely at all times, and in any case not faster than 15 miles per hour;
- 6.18.4 The ancillary right of access over the Access Road shall be exercised by the Tenant in such a manner as to cause the least practicable inconvenience to the Landlord and the Tenant's use of the Access Road shall not adversely affect the Landlord's interest or the use of and enjoyment of the Landlord's property; and
- 6.18.5 For the avoidance of doubt, the Landlord will be under no obligation to improve the Access Road.

6.19 Grant Schemes

- 6.19.1 The Tenant shall, immediately on being called upon to do so by the Landlord in writing, furnish the Landlord with such details, in writing, as the Landlord may require of all (if any) Entitlements held by the Tenant as occupier of the Leased Subjects, or otherwise applicable to the Leased Subjects or any holding of which the Leased Subjects forms part;

Declaring that:

- 6.19.2 so far and/or to the extent that the Entitlements are the property of the Landlord, or attach to the Leased Subjects, (and even though the same may be registered in the name of the Tenant) under no circumstances (except under compulsion) shall the Tenant surrender, sell, lease, or otherwise dispose of or deal with the Entitlements or other rights, or any part thereof, either during the course of this Lease or at the termination hereof, at which time the Entitlements shall revert to the Landlord on payment of such, if any, compensation as may, but only under statute, be due by the Landlord to the Tenant therefor; and
- 6.19.3 in so far as the Entitlements are the property of the Tenant, the Tenant will not:
 - 6.19.3.1 during the course of, nor at the termination of this lease, surrender, sell or otherwise dispose of or deal with any of the Entitlements or other rights, or any part thereof, without first offering, in writing, to sell the same to the Landlord; if the Landlord has, within 28 days of the date of such offer, either refused or failed to respond to such an offer, the Tenant shall be free to surrender, sell or otherwise dispose of or deal with the same as it shall see fit; in the event of the Landlord (within the said period of 28 days) accepting such offer, the Landlord shall be bound and obliged to purchase the same from the Tenant at the open market value pertaining as at the date of such acceptance and to settle the transaction timeously;
 - 6.19.3.2 lease out the Entitlements or other rights or any part thereof to any third party or parties without the prior written consent of the Landlord (which consent shall not be unreasonably withheld or delayed) in such a way that any part thereof shall be allowed to be siphoned off into the National Reserve;

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6.19.3.3 lease out the Entitlements or other rights or any part thereof to any third party or parties under any circumstances during the last two years of this lease.

6.19.4 The Landlord and the Tenant agree that they will fully co-operate promptly with one another with the intention of facilitating the transfer of the Payment Entitlements in relation to the Property to the Tenant or the Tenant's nominee(s)

6.20 Entry for Repairs

The Tenant shall allow the Landlords, their employees or contractors to carry out any repairs which the Tenant is liable to execute under this Lease in all cases where the Tenant has not executed the same within 2 calendar months of receiving written notice from the Landlords so to do and of the Landlords' intention to carry out such repairs in case of the Tenant's failure to do so and in such cases to pay to the Landlords on demand the costs of such repairs so carried out by the Landlords DECLARING however that this clause shall in no way relieve the Tenant from liability to carry out the said repairs.

7 Record of Condition

The Landlord shall prepare the Record of Condition in accordance with Clause 4.1 hereof, for the Tenant's approval (not to be unreasonably withheld or delayed) to reflect the condition of the boundary wall located on the Western boundary of the Leased Subjects. the cost of making and agreeing the Record of Condition shall be borne by the Landlords.

8 Annual Meetings

The parties shall meet annually to discuss the Lease and issues or concerns raised by either party.

9 Indemnity

The Tenant shall indemnify and keep indemnified the Landlords against:

9.1 all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability in respect of any death or injury to any person or damage to any property by reason arising out of the use of the Leased Subjects, the exercise of the rights granted by this Lease or any breach by the Tenant or their employees or those authorised by the Tenant of the Tenant's obligation in terms of this Lease;

9.2 any liability due to any requirements of Health and Safety legislation including without prejudice to the generality of the foregoing the Health and Safety at Work etc Act 1974; and

9.3 any breach by the Tenant of the terms of this Lease that leads to a successful claim by a third party against the Landlords.

10 Tenant's Insurance

10.1 Throughout the Term and for a period of two years after termination of this Lease, the Tenant shall maintain with an established insurance company of good repute public liability insurance for a sum of not less than TEN MILLION POUNDS STERLING (£10,000,000) against third party liabilities.

10.2 The Tenant undertakes to pay all premiums and other monies necessary to keep the said insurance in force, and when reasonably required by the Landlords to exhibit to the Landlords such evidence as the Landlords may require to satisfy themselves that this clause has been complied with.

- 10.3 If at any time throughout the Term or in the period of two years after termination of the Lease the Landlords can demonstrate that it is normal for public liability insurance to be maintained for a sum greater than the sum referred to above, the Tenant must within thirty days after notice from the Landlords increase their insurance to the amount specified in such notice (such sum to be based on the then industry norm).
- 10.4 For the avoidance of doubt any liability of the Tenant in terms of this Clause or otherwise will not be limited by the amount of the public liability insurance effected by the Tenant.
- 10.5 The Tenant shall not knowingly do or permit or suffer or omit to be done anything which may render the above aforementioned policy of insurance void or voidable.
- 11 **Peaceable Possession**
- Subject to the Tenant paying the Rent and performing and observing all the obligations imposed upon the Tenant by the foregoing Lease and subject to the Reservations reserved to the Landlords, the Tenants shall be permitted to peaceably hold and enjoy the Leased Subjects without any interruption by the Landlords or any persons claiming under or in trust for the Landlords.
- 12 **Dispute Resolution**
- Subject to the terms of the 1991 Act, the 2003 Act and the 2016 Act the following provisions shall apply:
- 12.1 The Landlords and the Tenant will attempt in good faith to resolve all disputes, questions, or differences at any time arising under, out of, or in connection with all of the rights, obligations and others set out in this Lease within 14 days of written notice of the dispute from one party to the other through negotiations between the representatives of the parties who have authority to settle the relevant dispute.
- 12.2 In the event of any dispute arising under the terms of this Lease not being resolved through negotiation, the parties will attempt in good faith to settle the dispute or claim by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
- 12.3 Unless extended by agreement of the parties, if the dispute has not been resolved by mediation within 28 days of the initiation of mediation, or if either party will not participate in a mediation, then the dispute shall be settled by arbitration determined under the Arbitration (Scotland) Act 2010 before an Arbitrator selected and appointed by the parties or, in the absence of agreement, on the application of either party by the Chairman for the time being of the Royal Institution of Chartered Surveyors in Scotland and conducted in accordance with the Scottish Arbitration Rules. The seat of the Arbitration shall be Scotland.
- 12.4 Notwithstanding the foregoing, the parties note that ultimately, any question or difference between the Landlords and the Tenant in connection with this lease may ultimately be determined by the Scottish Land Court unless the Landlords and the Tenant agree otherwise in terms of Section 78 of the 2003 Act, at or after any time when the matter arises, but provided always that where in this lease any specific provision is made for valuation of any items, such provision shall apply.
- 13 **Irritancy**
- In the event of the Tenant during this Lease:
- 13.1 becoming apparently insolvent or sequestrated in terms of the Bankruptcy (Scotland) Act 1985 or granting a trust deed for creditors or otherwise or if any deed or diligence is performed against the Tenant or its goods including its stock or crop on the Leased Subjects and remains undischarged after a period of 7 days; or

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- 13.2 assigning this Lease except as may be permitted under the 2003 Act or sub-letting the Leased Subjects or any part of it without the consent of the Landlords in writing; or
- 13.3 allowing any instalment of rent to remain unpaid after it has become due; or
- 13.4 failing to have a sufficient stock on the Leased Subjects which shall be bona fide the Tenant's own property; or
- 13.5 subject to Sections 18(4) and 18(5) of the 2003 Act, failing to cultivate and manage the Leased Subjects according to the rules of good husbandry as hereinbefore defined and in accordance with the provisions hereof including maintenance of the Leased Subjects in Good Environmental and Agricultural Condition; or
- 13.6 using any part of the Leased Subjects, or any buildings thereon for a purpose other than the use permitted in Clause 5 (unless with the consent of the Landlords) and otherwise in accordance with the provisions hereof; or
- 13.7 failing to fulfil or breaching any of the remaining obligations incumbent upon the Tenant in terms of this Lease; or
- 13.8 failing to meet the Key Performance Indicators for 2 successive years

then and in any of these events and without prejudice to any other remedy competent to the Landlords (provided always that in the case of an alleged breach which is capable of being remedied the Landlords have first served written notice on the Tenant requiring the Tenant to remedy the alleged breach within such reasonable period as is specified in the said written notice and the Tenant has failed to remedy the alleged breach within the said specified period) by written intimation addressed to the Tenant forthwith to put an end to this Lease and immediately on the expiry of two months after the date of service of such notice to recover possession of the Leased Subjects without prejudice however to the Landlords' claims for past, due and current rents or for any dilapidation, deterioration or damage of or to the Leased Subjects or any other claim competent to the Landlords howsoever arising; PROVIDED THAT the Lease may not be irritated solely on the grounds that the Tenant is not or has not been resident on the Leased Subjects; DECLARING that subject always to the 2003 Act, the Landlords shall not be prevented from exercising the right of irritancy hereby created or any other rights to which they may be entitled either in terms hereof or by any statute to terminate this Lease by reason of the fact that they are or may be in breach of any obligations incumbent upon them in terms of this Lease or otherwise.

14 **Removal**

The Tenant binds and obliges itself to flit and remove itself, its servants, goods and effects and to leave the Leased Subjects void and redd to the Landlords or incoming tenant at the expiry or sooner termination of this Lease.

15 **Landlords' Claims for Damages / Tenant's improvement**

- 15.1 All claims for damages competent to the Landlords at common law or statute during the period of this Lease and at its termination are hereby reserved.
- 15.2 For the avoidance of doubt, at waygoing, all claims for compensation conferred on the Landlords by the 1991 Act, the 2003 Act and the 2011 Order are hereby reserved.
- 15.3 The parties agree that the improvements listed in Part 3 of the Schedule are improvements by the tenant for which the Tenant shall be entitled to compensation, in terms of the 1991 Act, the 2003 Act and the 2016 Act. The Tenant served notice to the Landlord in respect of the improvements listed in Part 3 of the Schedule all in accordance with S.38(3) of the 1991.

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16 Notices

16.1 Any notice requiring to be given pursuant to this Lease shall be in writing and shall be deemed to be duly served if left at or sent by post or fax to the parties' respective addresses stated herein or such other address as they may respectively notify from time to time to the other party, and for the Landlord, to Waverley Court, 4 East Market Street, Edinburgh, EH8 8BG or if left at or sent by post or fax to the parties' respective solicitors.

16.2 Any such notice shall be deemed to be served at the time when the same is handed or left at the relevant address or if sent by post, on the second working day next following posting provided that the notice was properly addressed, prepared or posted, or if sent by fax on the date of transmission, provided that in the case of a notice sent by fax after 5pm, the date of receipt shall be deemed to be the next working day following.

17 Expenses

Each party shall bear their own expenses in connection with the preparation and adjustment of these presents. The Tenant shall pay the whole (if any) Land and Buildings Transaction Tax payable and the Landlords shall bear the costs of the preparation of Lease plans.

18 LBTT

If the grant of this Lease is a notifiable transaction under Section 30 of the Land and Buildings Transaction Tax (Scotland) Act 2013, the Tenant shall:

18.1 timeously submit a Land and Buildings Transaction Tax return to Revenue Scotland in respect of the grant of this Lease, and send to the Landlord a copy of the submitted return within 30 days of the last date of signing hereof;

18.2 pay the whole (if any) Land and Buildings Transaction Tax payable on this Lease; and

18.3 be solely responsible for making any further Land and Buildings Transaction Tax returns due under Part 4 Schedule 19 to the Land and Buildings Transaction Tax (Scotland) Act 2013 and for payment of any additional tax due in respect of such further returns.

19 Registration

The parties consent to registration hereof and of any award or awards interim or final to be pronounced in virtue hereof in the Books of Council and Session for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding fifteen pages together with the Schedule annexed are signed as undernoted

Subscribed for and on behalf of The City of Edinburgh
Council as Landlord

by

[Redacted Signature]

Authorised Signatory

Proper Officer

Full Name of Signatory (Please Print)

at

on 29th NOVEMBER 2023

before

[Redacted Witness Signature]

Witness (Signature)

Witness Name (Please Print)

Waverley Court
4 East Market Street

Witness Address

EDINBURGH

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Subscribed for and on behalf of Edinburgh Agroecology
Co-op CIC as Tenant

by

[Redacted Signature]

~~*Authorized Signatory/Director/Company Secretary~~

Full Name of Signatory (Please Print)

at

Edinburgh.

on

30 November 2023

by

[Redacted Signature]

Witness (Signature)

Witness Name (Please Print)

Witness Address

*Please



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This is the Schedule referred to in the foregoing Modern Limited Duration Tenancy between The City of Edinburgh Council and Edinburgh Agroecology Co Op CIC

Schedule

Part 1

The Leased Subjects

ALL and Whole the land extending to 40.92 hectares at Lauriston Farm, Edinburgh shown delineated in red on the Plan forming part and portion of ALL and WHOLE the subjects described in and disposed by Disposition by The Testamentary Trustee of Lady Elizabeth Diana Craigie Halkett or Harvey of Lauriston, in favour of The Lord Provost, Magistrates and Council of the City of Edinburgh, dated seventeenth and recorded in the Division of the General Register of Sasines applicable to the County of Edinburgh on the nineteenth both days of February Nineteen hundred and twenty-six together with the benefit of all existing rights and wayleaves for water supply and drainage and all existing rights of access to the Leased Subjects over existing access tracks and roads and all on the following terms and conditions



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Part 2
The Specified Equipment

Equipment

Condition

Boundary wall on Western boundary of Leased Subjects

See Record of Condition



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Part 3 Tenants Improvements

1	Internal Fencing and Gates - Deer and Stock Fencing	
	Deer (Jan 2022) - Length and Cost – 1756m including gates -	£26,085.00
	Stock (Feb 2023) - Length and Cost – 2005m including gates -	£20,270.25
2	Hardstanding and Access tracks	
	Hardstanding (March 2022 & March 2023) - Materials and contractor	£43,557.30
	Access tracks (March 2022 & March 2023)	£7,212.00
3	Agricultural Shed (May/June 2023)	
	Cost	£54,165.00
	Dimensions	10mx 20m
4	Polytunnels x3 (Apr/May 2023)	
	Cost -	£8,397.00 total
	Dimensions -	5x20m each
5	Power supply on to site and connection to structures - (Mar-July 2023)	
	Both sides of farm - Cramond Road South and Silverknowes Road	
	Cost -	£63,463.04

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Part 4 The Reservations

There shall be reserved to the Landlords (and all parties authorised by the Landlords):

- 1 the right to enter the Leased Subjects and any buildings thereon to (a) view the state of the Leased Subjects, (b) fulfil the Landlords' obligations and responsibilities to manage the Leased Subjects in accordance with the rules of good estate management (c) provide, install, improve, repair, replace, renew, remove or upgrade any Fixed Equipment on the Leased Subjects and/or (d) ascertain the Tenant's compliance with his obligations under the Lease;
- 2 all minerals insofar as belonging to the Landlords;
- 3 all water in lochs, rivers, streams or springs in or traversing the Leased Subjects;
- 4 all game (including ground game);
- 5 the power to resume the whole or any part of the Leased Subjects in accordance with Section 17 of the 2003 Act;
- 6 all types of pedestrian, vehicular (including all motorised vehicles and including without limitation all heavy vehicles) and equestrian access to and egress from other properties owned or occupied by the Landlords (including any part or parts of the Leased Subjects resumed by the Landlords in terms of paragraph 5 of this Part of the Schedule) for all purposes along all existing roads, tracks or other routes within the Leased Subjects;
- 7 all existing servitudes and wayleaves and the power to grant new rights of access of any type desirable to the Landlords at their sole discretion;
- 8 rights of pedestrian and vehicular access for all purposes over all access roads (if any) and such other reasonable routes to access neighbouring land belonging to the Landlords;
- 9 all rights to improve, upgrade, widen and realign any access tracks, roads, bridges or paths located on the Leased Subjects and also to create new roads and tracks (including within the Leased Subjects along lines, where none exist at present to access other properties owned or occupied by the Landlords (including any part or parts of the Leased Subjects resumed by the Landlords in terms of paragraph 5 of this Part of the Schedule) for any purpose (and thereafter to improve, upgrade, widen and realign any such new roads and tracks);
- 10 make or create cuttings, embankments, culverts, bridges, ditches, drains and other watercourses as may be required for the construction of an access road;
- 11 realign existing streams, ditches, drains and watercourses as may be required for the continued use of the Access Road;
- 12 Erect fences, dykes and gates and to realign and create gateways in existing fences crossing the line of the Access Road;
- 13 the right and responsibility to control rabbits, hares, deer and foxes and the right to take access to the Leased Subjects to perform this task and to remove carcasses from the Leased Subjects (subject to any consent given to the Tenant in Clause 6.2 hereof);
- 14 the sporting rights including fishing rights to trout or salmon (if any) pertaining to the Leased Subjects which for the avoidance of doubt will include the right to take access to, and to permit others to take access to the Leased Subjects to exercise these rights and to remove carcasses from the Leased Subjects;
- 15 the right to all lethal pest control by firearms and shotguns (which shall be carried out by wildlife ranger staff of the Landlords or approved contractors appointed by the Landlords) (subject to any consent given to the Tenant in Clause 6.2 hereof); and

- 16 the right to use all pipes, tanks, springs, pumps, water supplies, drains, sewers, septic tanks, outfalls, soakaways, cables and the like in connection with the provision of water, drainage, sewerage, gas, electricity, telecommunications or other services and apparatus (such as meters and the like) ancillary to all such items as aforesaid within the Leased Subjects (all of the foregoing items being hereinafter referred to as "Service Apparatus").



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Part 5
Plan





