

SITE LICENCE AGREEMENT

between

THE CITY OF EDINBURGH COUNCIL

ON THE FIRST PART

and

Edinburgh Agroecology Co-op CIC

(hereinafter referred to as “the Occupiers”)

ON THE SECOND PART

WHEREAS:-

(One) The Council is heritable proprietor of ALL and WHOLE that area or piece of ground at Lauriston Farm in the City of Edinburgh and County of Midlothian and which area or piece of ground is, for the

purposes of identification only and not by way of limitation or enlargement, shown outlined on the plan annexed and executed as relative hereto (and which said area or piece of ground is hereinafter referred to as “the subjects”).

(Two) The Occupiers wish access to the subjects in order to carry out initial farm preparation works:

NOW THEREFORE THE PARTIES
HERETO HAVE AGREED AND DO
HEREBY AGREE as follows:

1. The Occupiers hereby undertake to the Council and bind and oblige themselves:-

1.1 Before taking entry to the subjects:-

(a) At the Occupiers’ sole expense to obtain all licences, consents and permissions as may be required by law and in terms of this licence for the carrying out of the initial farm preparation works;

(b) To deliver to the Council, certified copies of all said licences, consents and permissions;

(c) To obtain and throughout the period of this licence for carrying out of the initial farm preparation works to maintain (or to procure that the purchasers’ Occupiers or sub Occupiers maintain) such insurances including public liability and employers

liability insurance as are in the reasonable opinion of the Council necessary to cover the liability of the purchasers and/or their Occupiers or sub-Occupiers, as the case may be, as shall fully indemnify the Council against all liability, claims, losses, damages, expenses or proceedings of whatsoever nature in respect of personal injury or death of any person whomsoever or damage to any property, real or personal, arising or alleged to arise out of, or in the course of, or by reason of, the carrying out of the soil, structural and site surveys in any such case whether or not caused by the negligence of the purchasers or by their Occupiers or sub Occupiers (or their respective agents or employees) or otherwise and to provide the Council with a copy of the relevant policy or policies of insurance and to produce the receipt(s) for the premium(s) to the Council on demand;

1.2 Until the Occupiers fully comply with the terms of Condition 1.1 (a), (b) and (c) and the Council have confirmed same in writing to the Occupiers (which written confirmation will not be unreasonably withheld or delayed by the Council) this licence shall be deemed pro non scripto. Subject to the terms of Condition 2 hereof the purchasers shall be entitled to commence the initial farm preparation workson or after the date of issue of the aforesaid written confirmation by the Council to the purchasers

1.3 On commencement of the initial farm preparation works:-

(a) To carry out the initial farm preparation works as expeditiously as possible in a proper, professional and workmanlike manner to the reasonable satisfaction of the Council and without prejudice to the foregoing generality in such a manner as to cause the minimum practicable inconvenience to the Council;

(b) To maintain access and egress to the subjects for pedestrians and vehicles at all times during the period of this licence;

(c) To take all reasonable steps to minimise inconvenience or disturbance to adjacent or nearby properties, their owners, tenants or occupants whether by reason of noise, dust or vehicles, plant and/or machinery;

1.4 Upon completion of the ground investigation survey:-

(a) To notify the Council in writing as expeditiously as possible and in any event no later than two working days after the date of completion of the last of the initial farm preparation works on the subjects of the completion of the carrying out of the soil, structural and site surveys on the subjects;

(b) Forthwith to remove all plant, machinery and others from the subjects and to reinstate and leave the subjects, in so far as reasonably practicable, in the same condition as they were in prior to the carrying out of the

initial farm preparation works at the start of this licence;

(c) In the event that the Council are not satisfied with the works carried out by the Occupiers to reinstate the subjects, the Occupiers shall carry out such further works as are notified to them in writing by the Council as shall permit the subjects and services thereon to be reinstated to the same condition than at the commencement of this licence;

(d) Forthwith to make good any damage caused to adjacent or nearby properties by reason of the Occupiers carrying out the initial farm preparation works by reinstating any such damaged properties to the same condition prior to the sustaining of said damage or to compensate the affected proprietors, tenants or occupiers of any damaged properties should such reinstatement of the said properties be impossible.

2. It is hereby declared that:-

2.1 If the Occupiers are in breach of any of the undertakings and obligations under this licence, this licence shall become immediately null and void.

2.2 This licence is subject to the rights of the owners, lessees and occupiers of all adjoining and neighbouring premises and other interested parties.

2.3 The Initial farm preparation works shall be carried out by the Occupiers to suit the Occupiers' own requirements and neither the purchasers nor or any other person shall

be entitled to any payment of compensation for any benefit accruing to the Council from the carrying out of said soil, structural and site surveys.

2.4 The licence hereby granted relates only to permitting the Occupiers to carry out the initial farm preparation works and no other rights of installation, occupation, repair, restoration or access are implied or given. In the event that access is required by the Occupiers in order to make good any damage caused by the carrying out of the initial farm preparation works such access shall be arranged at a mutually convenient time with the Council and permitted occupiers (if any).

2.5 This licence is personal to the Occupiers.

2.6 The Occupiers shall give such information to the Council as may be reasonably required by the Council to establish that the undertakings and obligations on the part of the purchasers contained in this licence have been satisfactorily complied with and shall notify the Council in writing immediately in the event of there being any damage or injury caused by the carrying out the soil, structural and site surveys.

2.7 This licence shall terminate on the liquidation of the Occupiers or in the event that the purchasers are struck off the Register of Companies or have a Receiver or Administrator appointed. Any termination of this licence shall be without prejudice to any

claims by the Council against the Occupiers relating to the period during which this licence existed.

2.8 Any notices, requests or consents under this licence shall be in writing. Any notice to the Occupiers shall be sufficiently served if sent by Recorded Delivery Post to the Occupiers' business office and any notice to the Council shall be sufficiently served if sent to the Council Solicitor, The City of Edinburgh Council, City Chambers, Waverley Court, 4 East Market Street, Edinburgh EH8 8BG or to such other official of the said The City of Edinburgh Council or their statutory successors as the Council for the said City may nominate in writing to the purchasers. Any notice served by Recorded Delivery Post shall be deemed to be duly served on expiry of two working days after the date of posting unless the contrary is shown to be the case.

2.9 Any dispute or difference between the parties hereto as to the true intent or meaning of these presents or the due implementation thereof or as to any other matter in any way arising out of or connected with these presents whether during or after the currency hereof shall be referred to the decision of an Arbiter to be mutually agreed upon between the parties or failing agreement to be appointed by the President for the time being of the Law Society of Scotland. The award of such Arbiter shall be final and binding on both parties and the application of Section 3

of the Administration of Justice (Scotland) Act 1972 is hereby expressed excluded. The whole fees of any such Arbiter shall be borne and paid by the parties in such shares and in such manner as such Arbiter shall determine and failing any such determination thereto in equal shares.

2.10 This licence shall be interpreted and receive effect according to the Law of Scotland and the parties hereto expressly prorogate the jurisdiction of the Scottish Courts.

2.11 The Occupiers confirm that prior to the initial farm preparation works commencing on site they have

- i) had due regard to the guidance provided by the Council's Scientific Services Team
- ii) read and understood the previous site investigation reports
- iii) provided up to date asbestos training for all staff working on the site as part of a site induction

2.12 The parties hereto consent to registration hereof for preservation and execution: IN WITNESS WHEREOF:

Subscribed for and on behalf of the said
THE CITY OF EDINBURGH COUNCIL
at Edinburgh on the
25 day of January 2022 by



.....
its Proper Officer in the presence of:

Witness.....  
.....
Proper Officer

Name

.....

Address ...4 East Market Street EH8
8BG.....

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Subscribed for and on behalf of the said
Edinburgh Agroecology Co-op CIC
at 2.30pm on the
1st day of December 2021
by

.....

its Director/Authorised Signatory in the
presence of:

Witness.....

.....

Director/Authorised Signatory

Name
.....

Address
.....

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SITE LICENCE AGREEMENT

between

THE CITY OF EDINBURGH COUNCIL

and

Edinburgh Agroecology Co-op CIC

26 November 2021

RE: Access for carrying out of initial farm
preparation works at Lauriston Farm

COMMENCEMENT DATE

1 December 2021

TERMINATION DATE

30 November 2022

COUNCIL SOLICITOR
THE CITY OF EDINBURGH COUNCIL
WAVERLEY COURT, 4 EAST MARKET
STREET, EDINBURGH EH8 8BG