

CITY OF EDINBURGH COUNCIL

**TO THE DIRECTOR OF
Resources**

DATE 21 March 2019 LAURISTON GRAZING

ACCOUNT GENERAL PROPERTY

REF NO: 11771/SMcV

I, [REDACTED]
(Hereinafter referred to as "the tenant (s)")

**HEREBY OFFER TO RENT THE GROUND EXTENDING TO 40.92 HECTARES OR THEREBY AS
OUTLINED IN RED ON THE ATTACHED PLAN.**

SITUATED AT 69B LAURISTON FARM ROAD, EDINBURGH

RECENTLY OCCUPIED BY MYSELF

**FOR THE PERIOD FROM 1 APRIL 2019 TO 30 MARCH 2020
AT A RENT OF EIGHT THOUSAND TWO HUNDRED POUNDS PER ANNUM
PAYABLE QUARTERLY IN ADVANCE ON 1st APRIL 2019, 1st JULY 2019, 1st OCTOBER 2019 AND
1st JANUARY 2020**

SUBJECT TO THE FOLLOWING CONDITIONS:-

CONDITIONS OF LET

1. The area of ground is accepted in its present condition and The City of Edinburgh Council (hereinafter referred to as "The Council") will be put to no expense now or in the future on account of this let.
2. The tenant(s) shall not be entitled to assign the tenancy or sublet the ground in whole or part without the prior written consent of The Council.
3. The tenant(s) shall relieve The Council of all claims demands and actions in any respect whatsoever arising out of the tenant's occupation and use of the said area of ground and any access thereto.
4. The tenant(s) shall pay all local taxes and other public burdens in respect of the area of land.
5. The tenant(s) shall enclose the said area of land with suitable walls or fences where required and shall maintain the said walls and fences together with existing fences and hedges in good repair, all to the satisfaction of and free of expense to The Council.
6. Where a section(s) of wall cannot be repaired and requires to be replaced and or renewed; The cost of replacement will be mutual between the tenant, and the Council.
7. The Council will not be responsible for any expenses or costs as regards the provision or maintenance of any fencing upon the boundaries of the land nor for the supply of water to or provision of troughs upon the area let
8. 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 fences, walls and other structures placed by the tenant(s) on the said area of ground and shall restore and leave the ground void and redd to the satisfaction of and free of expense to The Council. In the event of any such structures being allowed to remain in situ the tenant(s) shall not be entitled to compensation.
9. No building or other structure will be erected on the said area of ground other than with prior written permission of The Council and these will be of such design and construction as to satisfy The Council both as Landlord and Local Planning and Building authority and the tenant(s) will at his own expense maintain any building or erection on the said area of ground together with the drains, water, gas, electrical and other services relative thereto in good and substantial repair and to the satisfaction of The Council.
10. 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 area of ground and, at his sole expense, for carrying out any alterations and additions required as aforesaid.
11. No nuisance (including vermin infestation) shall be permitted or created in the said area of ground which may cause annoyance or disturbance to The Council, its tenants or neighbouring proprietors or occupiers and of such nuisance The Council shall be sole judge.

12. The tenant(s) shall keep the said area of ground in a clean and tidy condition to the satisfaction of The Council.
13. The tenant(s) shall forthwith insure for full replacement value including the cost of demolition of the structures where necessary and keep insured at all times during the tenancy all buildings and other structures erected or to be erected on the said area of ground against loss or damage by fire, storm, riot, explosion and malicious damage and all other risks as shall from time to time be reasonably required by The Council with a reputable Insurance Company. The policy and receipts for annual premiums payable thereunder shall be made available to The Council when called upon for inspection.
14. The tenant(s) will free and relieve The Council of and from all obligations incumbent on it in respect of the formation, upkeep and maintenance of any footpath or footpavement (including any vehicular crossings and thereover) ex adverso the area of ground hereby let.
15. In the event of the rent not being paid within 7 days of the due term date (whether formally demanded or not) The Council shall be entitled to recover interest at the rate of 5% per annum above the Bank of Scotland Base Lending Rate from the date the sum becomes due till paid.
16. If the tenant(s) at any time during the currency of this tenancy 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 sequestrated 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 The Council become void and null and The Council 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(s) to carry out said or other obligations where applicable.
17. The Council reserves the right of its agents, officers, servants and workmen to enter and view the condition of the said property at all reasonable times and without notice.
18. The Council 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.
19. The tenant(s) is required not later than 60 days prior to the expiry of this tenancy to give notice in writing to The Council of his intention of terminating the tenancy.
20. The tenant(s) shall be bound to free and relieve and Indemnify The Council, its servants and agents from and against all claims and liabilities for personal injury (whether fatal or otherwise), loss of or damage to property and any other injury, loss, damage, costs and expenses of whatsoever nature howsoever arising out of the tenant(s) occupancy and use of both the subjects and any land over which the tenant(s) have right of access.
21. The tenant(s) will use the subjects for grazing and for no other purpose whatsoever.
22. Should there be any moveables left on or in the subjects after the date of termination, these will be deemed to have been abandoned and The Council will do with them as they see fit and recover from the tenant(s) all costs incurred in taking what steps are necessary to empty the property and to put the subjects of let into a clean and tidy condition.
23. The tenant will keep sufficient stock on the land to ensure that at all times the grass is properly grazed and managed in accordance with the rules of good husbandry. The tenant will cut and clear away at the proper time all nettles, thistles and other noxious weeds growing on the said land and will leave the area in good heart and condition at the termination of the let.
24. The tenant will not erect or allow to be placed on the said land any advertisement or advertising matter.
25. The rights to graze the said area do not confer on the tenant any right whatsoever in respect of game, wildfowl, woodcock, snipe, landrail, hares or rabbits or rights of preserving, shooting, sporting, and taking the same and of authorising others to do so.
26. The Council may if so required undertake on the said land the drilling of trial bores, etc. Paying reasonable compensation for any damage or disturbance occasioned thereby.
27. If the Council required the said land or any part thereof for any purposes other than agriculture, the right hereby granted shall be determined absolutely without prejudice to any claim of the Council hereunder. The tenant will only be entitled to a refund of rent for the unexpired portion of the grazing period.
28. The tenant has a right of access through Lauriston Farm Restaurant car park (shown by a green line on the attached plan) subject to meeting the cost of any damage caused during such a use as well as a payment towards the repair and maintenance of this route.
29. The tenant will, on receiving not less than five days notice, temporarily close off the field to the north of the vehicular route from Lauriston Castle, as shown by the red line on the attached plan.

30. The tenant will, on receiving not less than 21 days notice, permanently close off the field to the north of the vehicular route from Lauriston Castle, as shown by the red line on the attached plan, subject to provision of a trough at the Council's expense in the field to the south of the said vehicular route.
31. The tenant(s) will pay the Council an administrative charge of £100 plus VAT on or before the date of entry and will meet the cost of any Land and Buildings Transaction Tax payable in respect of registering this agreement.
32. The parties hereto consent to the registration hereof for preservation and execution.

Signature(s)

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Signature of Witness

Name

Address

.....

On behalf of the City of Edinburgh Council, Proprietors, I hereby accept the foregoing offer on the terms specified.

.....
Proper Officer for Director Resources

Signature of Witness

Name

Occupation

WAVERLEY COURT, 4 EAST MARKET STREET, EDINBURGH EH8 8BG