

# Public Document Pack



## JEDBURGH COMMON GOOD SUB-COMMITTEE TUESDAY, 7TH MARCH, 2017

A MEETING of the JEDBURGH COMMON GOOD SUB-COMMITTEE will be held in the COMMITTEE ROOM 3, COUNCIL HEADQUARTERS, NEWTOWN ST BOSWELLS on TUESDAY, 7TH MARCH, 2017 at 9.00 AM

J. J. WILKINSON,  
Clerk to the Council,

28 February 2017

<b>BUSINESS</b>		
1.	<b>Apologies for Absence.</b>	
2.	<b>Order of Business.</b>	
3.	<b>Declaration of Interests.</b>	
4.	<b>Minute.</b> (Pages 1 - 4) Minute of Meeting of 1 April 2017 to be agreed and signed. (Copy attached.)	2 mins
5.	<b>Update - Cheviot Youth Project</b> Consider documents received from Cheviot Youth Project in respect of Financial Assistance . (Copies attached.)	15 mins
6.	<b>Application for Financial Assistance</b> (Pages 5 - 8) Consider a request for financial assistance received from Jedburgh Gentle Exercise Group. (Copy application attached.)	15 mins
7.	<b>Any Other Items Previously Circulated.</b>	
8.	<b>Any Other Items which the Chairman Decides are Urgent.</b>	

## **NOTES**

- 1. Timings given above are only indicative and not intended to inhibit Members' discussions.**
- 2. Members are reminded that, if they have a pecuniary or non-pecuniary interest in any item of business coming before the meeting, that interest should be declared prior to commencement of discussion on that item. Such declaration will be recorded in the Minute of the meeting.**

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**Membership of Committee:-** Councillors J. Brown (Chairman), S. Scott, R. Stewart and Community Councillor H. Wight

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Please direct any enquiries to Fiona Henderson Tel: 01835 826502  
Fhenderson @scotborders.gov.uk

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**SCOTTISH BORDERS COUNCIL**  
**JEDBURGH COMMON GOOD SUB-COMMITTEE**

MINUTE of MEETING of the JEDBURGH  
COMMON GOOD FUND SUB-COMMITTEE  
held in the Boardroom, Jedburgh Grammar  
School, Jedburgh on 1 February 2017 at 4.30  
p.m.

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Present:- Councillors J. Brown (Chairman), R. Stewart, S. Scott, Community  
Councillor Mr H. Wight.  
In Attendance:- Capital and Investments Manager (Kirsty Robb), Solicitor  
(Karen Scrymgeour), Democratic Services Officer (F. Henderson).  
Members of the Public:- 4 (2 representatives from Jed Thistle RFC and 2 Representatives from  
Jedforest RFC

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**MINUTE**

1. There had been circulated copies of the Minute of the Jedburgh Common Good Fund Sub-Committee held on 7 December 2016.

**DECISION  
NOTED.**

**UPDATES**

2. **Cheviot Youth Project**

With reference to paragraph 2.1 of the Minute of 7 December 2016, an e-mail had been received from the Cheviot Youth Project on 16 December 2016 confirming that the issues raised by the Sub-Committee had been completed. The Democratic Services Officer e-mailed on 17 January 2017 advising that written confirmation/copies of consent were required for the planning consent for change of use; Insurance cover and the signed lease between Mr G Redpath (landlord) and Cheviot Youth (tenant) for the period of five years. These documents were yet to be received.

**DECISION  
NOTED.**

**JedShed**

- 3.0 With reference to paragraph 2.3 of the Minute of 7 December 2016, Miss Scrymgeour advised that an e-mail had been received from Heather Batch on 22 December 2016 enquiring what was required to progress the matter. Miss Scrymgeour had replied with an application form and instructions on the process. No documentation had been received to date.

- 3.1 Community Councillor Wight advised that following a meeting of the Community Trust, they had indicated that they would prefer to continue to lease the property. Following considerable discussion, the Sub Committee agreed that the matter remain on future Agendas until the Community Trust agreed how to proceed.

**DECISION**

**AGREED that the matter remain on the Agenda in the meantime.**

## **MONITORING REPORT FOR 9 MONTHS TO 31 DECEMBER 2016**

4. There had been circulated copies of a report by the Chief Financial Officer which provided details of the income and expenditure for the Jedburgh Common Good Fund for the 9 months to 31 December 2016 and full year projected out-turn for 2016/17. Appendix 1 provided a projected income and expenditure for 2016/17 and a projected deficit of £18,113 for the year. Appendix 2 provided Balance Sheet value to 31 March 2017 and a projected decrease in reserves of £29,713, due to depreciation of assets, the surplus generated in the year and movements in the value of investments. Appendix 3 provided a breakdown of the property portfolio showing actual property expenditure to 31 December 2016. Appendix 4 detailed the value of the Newton Fund to 31 December 2016. Members expressed extreme concern about the Newton Fund performance over Quarters 3 and 4 in 2016. The Capital and Investments Manager explained that the Newton Fund was being monitored very closely and there would be a visit to the Newton Offices in March 2017 to ascertain what their plan would be moving forward. In response to questions from the Sub-Committee, the Capital and Investments Manager confirmed that the Fund had yet to pick up in Quarter 1 for 2017 and was not doing well against other Investment Funds. Community Councillor Wight, who had frequently expressed his concerns with regard to investing in the Newton Fund was extremely concerned with their performance and questioned the Capital and Investments Manager with regard to action being taken by the Council.

### **DECISION**

**(a) NOTED:-**

- (i) the actual projected balance sheet value to 31 March 2017 in Appendix 2;**
- (ii) the summary of the property portfolio in Appendix 3 to the report; and**
- (iii) the current position of the investment in the Newton Fund in Appendix 4 to the report.**

**(b) AGREED the projected Income and Expenditure for 2016/17 as shown in Appendix 1 to the report.**

## **5.0 APPLICATIONS FOR FINANCIAL ASSISTANCE**

### **5.1 Jedburgh Probus Club**

There had been circulated copies of an Application for Financial Assistance from the Jedburgh Probus Club towards the cost a Laptop and Screen. The application which was in the sum of £600 was towards the cost of purchasing a laptop and screen to be used by speakers to illustrate their talks. The equipment purchased would also be used by the Jedburgh Historical Society for their lectures. The Probus Club met fortnightly between April and September and the equipment would be stored in the British Legion, where both clubs met.

### **DECISION**

**AGREED to award a grant of £600 to the Jedburgh Probus Club for the purchase of a Laptop and Screen.**

### **5.2 Jed Thistle RFC**

There had been circulated copies of an Application for Financial Assistance from the Jed Thistle RFC towards the cost of visiting Jedburgh's Twin Town of Malestroit in April 2017. The application sought a contribution towards the total cost of the trip which was estimated at £7,893.00, which included £4,750.00 for transport. It was further explained that the trip was a cultural and educational exchange and a great opportunity to have an enormous impact on a group of young people (under 18 yrs) who were less likely to get involved in expeditions and other similar overseas projects. Applications for financial assistance had also been made to Jedburgh District Community News Group, Jedburgh Rotary Club and local

businesses. The cost of hiring the sports hall for accommodation was being met by RCBO and the balance would be met by individual contributions from those taking part in the trip.

**DECISION**

**AGREED to award a grant of £5,000 to the Jed Thistle RFC towards to cost of transport for their visit to Malestroit in April 2017.**

**5.3 Jed Forest RFC**

There had been circulated copies of an application for Financial Assistance from the Jed-Forest RFC towards the costs of major renovations to the Club facilities and extension to include a room for a gym and rehabilitation purposes, with disabled access and first floor viewing area in the sum of £50,000. The total cost was estimated at £350,000, and funding had been secured in the sum of £50,000 from the SRU and £100,000 from Sport Scotland. The outcome of an application from the Landfill Fund in the sum of £30,000 was awaited. The application explained that the rugby club was a focal point within the town and the success of the club both on and off the pitch had grown in recent years, and the Club was well thought of within the Community. The club was keen to play its part in getting the Community more active by providing a gym and rehab facility along with improved disabled facilities and changing facilities which would ensure adequate provision for all genders. The towns people would be given access to adequate facilities to help grow activity outwith the usual rugby provision. During the considerable discussion, the representatives present answered questions and various options were considered including a long term loan.

**DECISION**

**\* AGREED TO RECOMMEND that Jedburgh Common Good Sub-Committee award a grant of £50,000 to the Jedforest RFC towards the major refurbishment of the Clubrooms commencing May 2017.**

*The meeting closed at 5.20 p.m.*

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The Planet  
Abbotseat Road  
Kelso  
TD5 7SL

Fiona Henderson  
Democratic Services Officer  
Democratic Services  
Resources  
Council Headquarters  
NEWTOWN ST BOSWELLS  
TD6 0SA

Chief Executive

13 FEB 2017

Democratic Services

9<sup>th</sup> February 2017

Dear Fiona

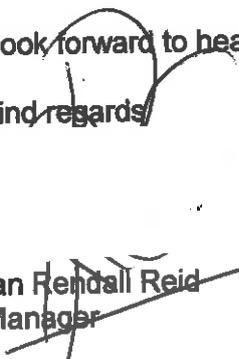
My apologies for the delay in getting these documents to you it has just been an extremely busy time. So enclosed you will find the following

- Planning consent for change of use
- Insurance cover
- The signed lease between Mr G Redpath (landlord) and Cheviot Youth (tenant) for a period of five years.

I hope this is all in order and that we may be a little nearer to releasing the grant money.

I look forward to hearing from you and thank you for all your help.

Kind regards

  
Ian Rendall Reid  
Manager



Cheviot Youth is a charity registered in Scotland.  
Registered Address: The Planet, Abbotseat Road, Kelso TD5 7SL  
OSCR No: SC034865

**TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1997**

**Town and Country Planning (Development Management Procedure) (Scotland) Regulations  
2013**

**Application for Planning Permission**

**Reference : 16/00937/FUL**

**To : Cheviot Youth The Planet Abbotseat Road Kelso TD5 7SL**

With reference to your application validated on **3rd August 2016** for planning permission under the Town and Country Planning (Scotland) Act 1997 for the following development :-

**Proposal : Change of use from shop to youth hub**

**at : Shop 5 High Street Jedburgh Scottish Borders TD8 6AQ**

The Scottish Borders Council hereby **grant planning permission** in accordance with the approved plan(s) and the particulars given in the application and in accordance with Section 58 of the Town and Country Planning (Scotland) Act 1997, subject to the following direction:

- That the development to which this permission relates must be commenced within three years of the date of this permission.

And subject to the conditions on the attached schedule imposed by the Council for the reasons stated

**Dated 9th September 2016  
Planning and Regulatory Services  
Environment and Infrastructure  
Council Headquarters  
Newtown St Boswells  
MELROSE  
TD6 0SA**

**Signed**

.....  
**Chief Planning Officer**

**APPLICATION REFERENCE : 16/00937/FUL**

**Schedule of Plans and Drawings Approved:**

Plan Ref	Plan Type	Plan Status
5-7 High Street	Location Plan	Approved

**REASON FOR DECISION**

It is considered that the proposed change of use from shop to Youth Hub is in accordance with the Core Activity Area, Policy ED4, in that the proposal will not lead to an undesirable precedent and will not have an unacceptable adverse impact on the vitality and viability of the town centre.

**SCHEDULE OF CONDITIONS**

- 1 No amplified music, amplified speech or musical instruments shall be played on the premises without the written consent of the Planning Authority.  
Such consent shall only be given on completion of any mitigation measures agreed with the Planning Authority.  
Reason: To protect the amenity of occupiers of nearby properties.

**FOR THE INFORMATION OF THE APPLICANT**

N.B: This permission does not include any consent, approval or licence necessary for the proposed development under the building regulations or any other statutory enactment and the development should not be commenced until all consents are obtained.

**Notice of Initiation of Development**

Section 27 of the Town and Country Planning (Scotland) Act (as amended) requires that any person who has been granted planning permission (including planning permission in principle) and intends to start development must, once they have decided the date they will start work on the development, inform the planning authority of that date as soon as is practicable. A form is enclosed with this decision notice for this purpose.

**Notice of Completion of Development**

Section 27B requires that any person who completes a development for which planning permission (including planning permission in principle) has been given must, as soon as practicable after doing so, give notice of completion to the planning authority.

When planning permission is granted for phased development then under section 27B(2) the permission is to be granted subject to a condition that as soon as practicable after each phase, other than the last, is completed, the person carrying out the development is to give notice of that completion to the planning authority.

In advance of carrying out any works it is recommended that you contact Utility Bodies whose equipment or apparatus may be affected by any works you undertake. Contacts include:

Transco, Susiephone Department, 95 Kilbirnie Street, Glasgow, G5 8JD  
Scottish Power, Riccarton Mains Road, Currie, Edinburgh, EH14 5AA  
Scottish Water, Developer Services, 419 Balmore Road, Possilpark, Glasgow G22 6NU  
British Telecom, National Notice Handling Centre, PP404B Telecom House, Trinity Street, Stoke on Trent, ST1 5ND  
Scottish Borders Council, Street Lighting Section, Council HQ, Newtown St Boswells, Melrose, TD6 0SA  
Cable & Wireless, 1 Dove Wynd, Strathclyde Business Park, Bellshill, ML4 3AL  
BP Chemicals Ltd, PO Box 21, Bo'ness Road, Grangemouth, FK2 9XH  
THUS, Susiephone Department, 4<sup>th</sup> Floor, 75 Waterloo Street, Glasgow, G2 7BD  
Susiephone System – **0800 800 333**

If you are in a Coal Authority Area (Carlops or Newcastleton), please contact the Coal Authority at the following address: The Coal Authority 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire NG18 4RG.

If the applicant is aggrieved by the decision of the Planning Authority to refuse planning permission for or approval required by a condition in respect of the proposed development, or to grant permission or approval subject to conditions, the applicant may require the planning authority to review the case under Section 43A of the Town and Country Planning (Scotland) Act 1997 within three months from the date of this notice. The notice of review should be addressed to Corporate Administration, Council Headquarters, Newtown St Boswells, Melrose TD6 0SA.

If permission to develop land is refused or granted subject to conditions, whether by the Planning Authority or by the Scottish Ministers, and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, the owner may serve on the Planning Authority a purchase notice requiring the purchase of his interest in the land in accordance with the provisions of Part 5 of the Town and Country Planning (Scotland) Act 1997.

## CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

*(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy)*

Policy Number: **BPP 2182509/202**

1. Name of policyholder: **Cheviot Youth**
2. Date of commencement of insurance: **01 December 2016**
3. Date of expiry of insurance: **30 November 2017**

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney (b)
2. (a) the minimum amount of cover provided by this policy is no less than £5 million (c)

For and on behalf of **ANSVAR INSURANCE**  
*A business division of Ecclesiastical Insurance Office plc*

Richard Lane, Managing Director

**Notes:**

- (a) *Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.*
- (b) *Specify applicable law as provided for in regulation 4(6) of the Regulations.*
- (c) *See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.*

### IMPORTANT NOTICE TO POLICYHOLDERS

Under the terms of the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008 the requirement to display a certificate will be satisfied if it is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form.

Certificates of Insurance must clearly state the name of the policyholder and, where applicable, make reference to insured subsidiary companies.

As required by your policy terms, any change to the name of the policyholder or the formation, acquisition or divestment of subsidiary companies must be notified to Ansva.

If you have any associated companies you will need to have separate cover.

UW785 01/11

**THE SCHEDULE:** Attaching to and forming part of the Policy bearing the number entered below and written upon the Company's form of Policy FA29 (2014). Subject to the terms and Conditions of the Policy the insurance is continued/renewed for the period shown.

<b>Agent</b> <b>Towergate Risk Solutions</b> <b>176 St. Vincent Street</b> <b>Glasgow</b> <b>G2 5SG</b>	<b>Policyholder</b>  <b>Cheviot Youth</b>
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<b>Policy Number</b> <b>BPP 2182509/ 202</b>	<b>Reason Renewal</b> <b>Endorsement Reason</b> <b>Liability Premium £272.73</b> <b>All Risk Premium £</b> <b>Insurance Premium Tax (IPT) £27.27</b> <b>Total Premium £300.00</b>
<b>Policy Type</b> <b>Youth Scotland Scheme</b>	
<b>Period of Insurance</b> <b>01/12/2016 to 30/11/2017</b>	

**Location:** The Planet, Kelso, TD5 7SL

<b>SECTION</b>	<b>EXCESS</b> (Unless another amount is stated by endorsement )	<b>COVER</b>
<b>1 EMPLOYERS LIABILITY</b> Limit of Indemnity		<b>OPERATIVE</b> £10,000,000
<b>2 PUBLIC &amp; PRODUCTS LIABILITY</b> Limit of Indemnity	£250	<b>OPERATIVE</b> £5,000,000
<b>3 ALL RISKS</b> Sum insured Single Item Limit Geographical Area	£200	<b>OPERATIVE</b> £3,000 £500 British Isles
<b>4 MONEY</b> In transit In safe Personal Accident (Assault) Capital Benefits Weekly Benefits	£50	<b>NOT OPERATIVE</b> £ £ £10,000 £ 100
<b>5 BUSINESS INTERRUPTION</b> Extra Expenses (maximum indemnity period 12 months)		<b>NOT OPERATIVE</b> £
<b>6 PERSONAL ACCIDENT</b> Persons Insured		<b>NOT OPERATIVE</b>
	<b>Capital Benefits</b>	<b>Weekly Benefits</b>
Members/employees/volunteers aged 16 - 65	£5,000	£50
Members/employees/volunteers aged 66 - 75	£5,000	£50
Members/employees/volunteers aged 76 - 80	£5,000	£25

Ansvar Insurance is a business division of Ecclesiastical Insurance Office plc.  
Registered Office: Beaufort House, Brunswick Road, Gloucester GL1 1JZ. Registered number: 24889 England.  
Member of the Association of British Insurers and the Financial Ombudsman Service. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

UW700.3 12/16 (YS)

SECTION	EXCESS (Unless another amount is stated by endorsement )	COVER
<b>7 TRUSTEE INDEMNITY</b> Limit of Indemnity	£250	NOT OPERATIVE £100,000

**Endorsements**

215	<b>Activities</b>
407	April 2014 Revisions
432	Policy Changes 2015 (including Insurance Act 2015 amendments)

Ansvar Insurance is a business division of Ecclesiastical Insurance Office plc.  
 Registered Office: Beaufort House, Brunswick Road, Gloucester GL1 1JZ. Registered number: 24869 England.  
 Member of the Association of British Insurers and the Financial Ombudsman Service. Authorised by the Prudential Regulation Authority and regulated by the  
 Financial Conduct Authority and the Prudential Regulation Authority.

UW700.3 12/16 (YS)

215 **ACTIVITIES**

The following definition applies to this endorsement

**professional supplier**

any third party individual, company or organisation, other than **you** or **your employees**, that:

- organises
- runs
- supervises

activities as a business, and provides such activities for **you** under contract with or without a fee being charged

1. **EXCLUDED ACTIVITIES (PUBLIC AND PRODUCTS LIABILITY)**

The following exclusions are added to **WHAT IS NOT COVERED** under section 1:

a) Liability arising from any of the following activities:

- i.
  - abseiling
  - aerial activities of any kind
  - American football or Australian rules football
  - climbing requiring the use of hands as well as feet (other than children's playground equipment)
  - fire walking
  - firework and/or bonfire events except to the extent covered under the FIREWORK DISPLAY EXTENSION shown on the schedule (endorsement 684)
  - glacier walking or trekking
  - Gaelic football
  - gorge walking and the like
  - gymnastics
  - horse, pony or donkey riding of any kind
  - martial arts or fighting sports of any kind
  - parkour or freerunning
  - professional sport of any kind
  - racing or time trials (other than on foot)
  - rugby
  - underground activities of any kind including but not limited to caving and potholing
  - weightlifting.
- ii. football where:
  - **your** football team(s) is (are) participating in a league system (including official training and practice sessions)
  - **you** manage, control or organise a football league system.
- iii. water activities (other than swimming, snorkelling, surfing, windsurfing or the use of non-mechanically propelled watercraft not exceeding nine metres in length whilst operated on inland waterways only or within three miles of the coast provided they are not used in any white water activity).

b) Liability arising from any activity that involves the use of

- airborne lanterns
- bicycles other than for normal road use
- cables or wires
- elastic ropes
- fireworks or explosive items except to the extent covered under the FIREWORK DISPLAY EXTENSION shown on the schedule (endorsement 684)
- land, kite or fly boards of any kind
- land, sand or ice yachts of any kind
- motorised fairground rides
- roller blades
- sandboards
- skates
- skateboards
- skis
- sleds
- snowboards
- snow tubes of any kind
- toboggans
- water based play inflatables
- weaponry.

- c) Liability arising from any activity that involves the ownership, possession or use by **you** or on **your** behalf, or by any person entitled to cover under this section, of any:
- motor car, van, lorry, motor unit of an articulated lorry, coach, bus, mini-bus, quad bike, go-kart, motorcycle, motor tricycle, motor scooter or moped
  - trailer used for carrying people (whether fare paying or not) for which compulsory motor insurance or security is not required.

2. PROFESSIONAL SUPPLIERS CONTINGENCY EXTENSION (PUBLIC AND PRODUCTS LIABILITY)

Section 1, subject to its terms, exceptions and conditions, extends to cover the following specified activities whilst under the overall control of any *professional supplier* subject to the special requirement for Insurance Checks for Professional Suppliers of Activities:

- |                        |   |                              |
|------------------------|---|------------------------------|
| • abseiling            | • dry slope skiing or boarding          | • motorised fairground rides |
| • aerial runways       | • go-karting                            | • paint-balling              |
| • air rifle shooting   | • gymnastics                            | • roller blading             |
| • archery              | • horse, pony or donkey riding          | • roller skating             |
| • assault courses      | • ice skating                           | • rope courses               |
| • BMX riding           | • inflatable play equipment             | • skateboarding              |
| • clay pigeon shooting | • javelin throwing                      | • weightlifting              |
| • climbing wall        | • land, kite or fly surfing or boarding | • zip wires                  |
| • climbing with ropes  | • land, sand or ice yachting            | • zorbing.                   |

Special requirement for Professional Suppliers Contingency Extension

You are required as a condition precedent to *our* liability:

INSURANCE CHECKS FOR PROFESSIONAL SUPPLIERS OF ACTIVITIES

under this extension to have either:

- made a check of the public liability insurance held by the *professional supplier* of that activity to ensure that appropriate cover would be in force for the contracted activity

or

- reasonable grounds to believe that:

- a) the *professional supplier* is required to be licensed to operate by the local authority or other appropriate regulatory body, and
- b) public liability insurance is required to be held for the contracted activity by the *professional supplier* in compliance of such licence to operate.

We will not pay any *claim* if you failed to comply with any special requirement for this extension and such failure caused, or worsened the liability.

407 APRIL 2014 REVISIONS

SECTION 3 ALL RISKS

1. The exclusion for '*Damage* caused by, resulting from or consisting of mechanical or electrical fault, breakdown or failure or use contrary to the manufacturer's instructions' is deleted and replaced by the following:  
*Damage* caused by or resulting from use contrary to the manufacturer's instructions
2. The following new exclusion is added:  
*Damage* consisting of mechanical or electrical breakdown or derangement in respect of the particular machine, apparatus or equipment in which such breakdown or derangement originates.
3. Claims settlement for All Risks - the LIMITS and AUTOMATIC REINSTATEMENT OF SUM INSURED paragraphs are deleted and replaced by the following:

LIMITS

The most we will pay in any one *period of insurance* for each item listed in the All Risks Specification of the schedule is its sum insured, unless such sum insured is reinstated after a *claim* in accordance with the Automatic Reinstatement of Sum Insured.

The sum insured will be adjusted for any index-linking increases up to the completion of *reinstatement* where applicable.

Under the extensions to this section, any payment we make will only be in addition to the above where a specific extension limit applies.

AUTOMATIC REINSTATEMENT OF SUM INSURED

The sum insured for any item listed in the All Risks Specification of the schedule will be reinstated by the amount of any *claim* we pay, unless:

- a) the *claim* relates to the total loss of any specified item, or
- b) we or you give notice to the contrary within 30 days of notification of the *claim* to us and provided that, if we so require, you will:
  - i. pay an additional premium based on a proportional part of the annual premium to reinstate the sum insured
  - ii. take immediate steps to carry out any *damage* prevention measures that we may specify.

#### 432 POLICY CHANGES 2015 (INCLUDING INSURANCE ACT 2015 AMENDMENTS)

The following changes are made to *your* policy:

A. The introductory text to the policy document on page 2 is deleted and replaced by the following:

Thank you for insuring with Ansvr and we welcome you as a policyholder. We have been trading in the UK for more than 50 years with our roots firmly established as a socially responsible general insurer. Ansvr is a business division of Ecclesiastical Insurance Office plc.

Your policy wording, including the schedule, is the evidence of the legal contract for this insurance. You should read the policy and check your details in the schedule carefully. The schedule is normally reissued each time there is a change in the policy details or in the policy cover. Please contact your insurance advisor or us immediately if the policy or the schedule does not meet your insurance needs or contains any mistakes.

Should you at any time be dissatisfied with our service, please refer to our Complaints Procedure together with details of our participation in the Financial Ombudsman Service.

Underwritten by Ecclesiastical Insurance Office plc

B. The introductory text to the actual policy wording on page 6 is deleted and replaced by the following:

FORM No. F.A. 34 (2014)  
Youth Scotland Insurance Policy Wording

This policy, its schedule, any endorsements and certificates are to be read together as one document. Words or phrases in ***bold italics*** have the particular meanings stated within the policy Definitions list.

*You* agree that the information provided to *us* for this insurance is, and will continue to be, a fair presentation of the risks *we* are accepting or may accept during the lifetime of the policy.

*We* will insure *you* as detailed in the policy's schedule, subject to the terms and conditions of the policy, during the ***period of insurance*** shown in the schedule, provided that *you* pay the premium and *we* accept the premium.

This policy shall be governed by and construed in accordance with the law of England and Wales unless *your* legally registered address is located in Scotland in which case the law of Scotland shall apply. If there is any dispute as to which law applies it shall be English law.

*We* will communicate with *you* in English at all times.

The policy includes:

- a) general exclusions and conditions. These apply to each and every section of the policy unless stated otherwise. The following general conditions are of particular importance and explain about:
- Cancellation – when *you* or *we* could cancel the policy
  - Misrepresentation – what happens if *you* misrepresent the risk to *us* or fail to disclose information
  - Fraud – the consequences of making a fraudulent ***claim***
  - Alteration of risk – what *you* must do if the risk changes and the consequences if *you* fail to tell *us*.
- b) special requirements. These are aimed at reducing the risk of loss, ***damage*** or liability. *We* will not pay a ***claim*** (unless *we* say otherwise) if *your* failure to keep to a special requirement causes or increases a loss.

C. General Condition 1 CONDITIONS PRECEDENT TO LIABILITY on page 16 is deleted and is of no further effect.

D. On pages 16 to 18 the General Conditions for 2 CANCELLATION AND COOLING-OFF (PRIVATE CUSTOMERS ONLY), 3 CANCELLATION (OTHER THAN IN GENERAL CONDITION 2 ABOVE), 9 FRAUD, 10 MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE, and 12 ALTERATION OF RISK are deleted and replaced by the following:

#### 2 COOLING-OFF (PRIVATE CUSTOMERS ONLY)

If *you* are an individual person and any part of the insurance by this policy has been requested by *you* for purposes which are outside *your* trade, business or profession then the following cooling-off and cancellation conditions apply.

*Your* right to cancel in the cooling-off period

If at inception or renewal of this policy and after receiving the full written documentation (either in paper or electronic format), including the schedule, *you* change *your* mind and no longer require the cover then *you* have 14 days (cooling-off period) from either the date *you* received the full documentation or the date the cover commenced, whichever is the later, to tell *us*, or *your* insurance advisor, in writing that *you* wish to cancel the policy. In such circumstances *we* will make a full refund of premium.

If the policy is not cancelled within the cooling-off period, then the insurance is in force and *you* are committed to pay the premium.

### 3 CANCELLATION (OTHER THAN COOLING-OFF IN GENERAL CONDITION 2)

#### Your right to cancel

- You can cancel this policy providing you give us notice in writing (including electronic format) and that there is no Long Term Undertaking in force.
- As long as you have not made a claim we will refund the premium for the remainder of the period of insurance, suitably adjusted if the premium is paid by instalments and provided that the amount of refund due is not less than £25.
- If you have made a claim in the current period of insurance then the full annual premium is due and no refund will be allowed. If the premium is paid by instalments then any premium owing for the remainder of the period of insurance must be paid by you or it will be deducted from any claim settlement.

#### Our right to cancel (14 days notice)

We have the right to cancel the policy by giving you 14 days notice in writing sent by special delivery to your last known address. Valid reasons for cancelling your policy may include, but are not limited to:

- a criminal conviction incurred by you, or any trustee, director or management committee member of yours, which results in a custodial sentence
- continuation of the policy which would result in us breaching any applicable law or regulation that applies to the policy
- us reasonably suspecting fraud.

If we cancel the policy we will refund the premium (unless stated otherwise within the policy) for the remainder of the period of insurance, suitably adjusted if the premium is paid by instalments.

#### Our right to cancel (non-payment of premium)

Unless otherwise agreed by us in writing, if the premium is:

- payable by instalments and an instalment is not received by the due date, the policy will be cancelled from the date the instalment was due
- not payable by instalments and the payment is not received by the due date, the policy will be cancelled from the date the payment was due.

We will not cancel the policy for failure to pay the premium or instalment of premium if such failure is due to error on our part or on the part of your insurance advisor, bank or building society.

### 9 FRAUD

If you or anyone acting for you:

- make(s) a false or fraudulent claim
- support(s) a claim by any fraudulent document, device or statement

then we:

- will not pay the claim and we have the right to recover from you any part payments made prior to discovery of the fraudulent act
- have the rights to:
  - a) refuse any claim arising after a fraudulent act
  - b) cancel the policy from the date of a fraudulent act even if the policy expired before the discovery of the fraudulent act
  - c) keep the premium.

We will still remain responsible for legitimate claims before the fraudulent act.

### 10 MISREPRESENTATION OR NON-DISCLOSURE

It is your legal duty to make a fair presentation of the information required by us to provide the insurance by this policy.

We will treat the policy as void (i.e. as if it had not existed) if there is any deliberate or reckless misrepresentation or non-disclosure of any material circumstance and there will be no return of premium.

Where any misrepresentation or non-disclosure of any material circumstance is not deliberate or reckless and if the material particular(s) had been fairly presented or disclosed we would:

- a) not have agreed to provide the insurance on any terms, we have the right to treat the policy as void (i.e. as if it had not existed) and we will return the premium paid.
- b) not have charged additional premium but would have entered into the policy on different terms, we have the right to impose those additional terms from inception of the policy or the date the risk changed.
- c) have charged a higher premium, we have the right to limit the amount of any claim payment under the policy to the same proportion that the premium charged bears to the higher premium.

Our rights under b) and c) above may both apply at the same time.

### 12 ALTERATION OF RISK

The policy will be cancelled at the date any of the undermentioned alterations occur after the start of the policy unless we agree otherwise in writing:

- your interest ceases, except by will or operation of law
- an administrator, liquidator or receiver is appointed or if you enter into a voluntary arrangement
- any change, or additional circumstance, which increases the risk of damage, accident or liability, such as changes in, or additions to, your organisation, your activities, the premises or its use.

If we agree to maintain or amend cover we have the right to charge additional premium and, if necessary, amend the terms of cover from the date of the alteration.

E. The following General Condition is added (this was previously part of the introductory text to the actual policy wording on page 6):

**15 RIGHTS OF THIRD PARTIES**

A person or company who is not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**THE CONTRACT OF INSURANCE**

- 1) This Statement of Facts must be read in conjunction with the schedule and forms a record of the contract of insurance with Ansvor Insurance (our/us/we).
- 2) You agree that the information provided to us for this insurance is and will continue to be accurate and not misleading and to be a fair presentation of the risks we are accepting. In respect of the policy renewal, this includes any changes occurring during the last period of insurance. Failure to do so may reduce the amount we pay for any claim, or in some cases, make no payment at all, cancel your policy and retain the premium.
- 3) You must carefully check all policy documentation and certificates. If there are any inaccuracies then you must tell your insurance advisor immediately.
- 4) Any policy issued will be governed by the law of England unless your legally registered address is located in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law.
- 5) We will communicate with you in English at all times.
- 6) Your insurance advisor will be regarded as your agent acting on your behalf, and not on behalf of us, in respect of any information that has been provided by them.
- 7) Our policy cover is underwritten by Ecclesiastical Insurance Office plc.

**Data Protection Act – use of your information**

Ansvor Insurance and its agents (us/we) will use your information to:

- 1) Administer your insurance policy by us, our agents, re-insurers and your intermediary.
- 2) Disclose it to solicitors, loss adjusters, service providers, regulators and ombudsmen as necessary.
- 3) Make, at our option, checks against publicly available information such as electoral roll, County Court Judgements, bankruptcy or repossessions to enable us to decide whether to offer insurance to you, the terms of such insurance, and to review any previous claims you have made.

**Fraud prevention**

We may check your details with various fraud prevention and credit reference agencies. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. If you make a claim, we will share your information (where necessary) with other companies to prevent fraudulent claims. If you or anyone acting for you makes a false or fraudulent claim, supports a claim by any fraudulent document, device or statement, then we will not pay the claim and at our discretion can cancel the policy from the time of the fraudulent act took place and retain the premium.

For further information please refer to our privacy policy available on our website [www.ansvar.co.uk](http://www.ansvar.co.uk)

We may need to pass the email addresses we collect to other companies for administrative purposes only. We may use third parties to carry out certain activities, such as processing and sorting data, monitoring how you use our website, market research purposes and issuing our emails for us. Third parties will not be allowed to use your personal information for their own purposes.

## STATEMENT OF FACTS

- 1) You confirm that you or any director, partner, trustee or committee member in connection with any business or organisation, have not been:
  - a) Convicted of a criminal offence (any convictions spent under the Rehabilitation of Offenders Act can be ignored), other than motoring offences
  - b) the subject of any unsatisfied County Court Judgement, bankruptcy, insolvency or voluntary agreement, or been disqualified from holding a company directorship
  - c) the subject of a prosecution, or notice of intended prosecution, under any health and safety at work, consumer protection or environmental legislation or investigation in the last three years by the Charity Commission, Revenue & Customs or any other regulatory body.
- 2) You:
  - a) have not had any insurance contract cancelled or declared void, or renewal refused, or any special conditions imposed, due to breach of a policy condition, or due to non-disclosure or misrepresentation of a material fact, or due to claims or losses, or due to non-compliance with risk improvement requirements
  - b) are not aware of any circumstances that might give rise to a claim
  - c) have not had any claim(s) or loss(es) or incurred any liability, for any of the risks to be insured, within the last three years other than as notified to us prior to the inception of this policy.
- 3) You confirm that you do not have any assets, employees or representation outside of England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man requiring cover under this policy.
- 4) You confirm that you comply with all statutory regulations, including those related to health and safety, product safety and environmental issues.
- 5) For liability cover, you confirm that:
  - a) all hazardous activities, sports or pursuits (including fund-raising events) have been disclosed to us and specified in the policy or otherwise agreed by us in writing
  - b) those treatments or professional services you require cover for have been disclosed to us and specified in the schedule
  - c) you always ensure that established codes of practice and safety are complied with for such activities or work
  - d) none of your activities involve any work on ships, offshore installations or at oil or gas refineries, chemical works or airports
  - e) any sub-contractor working for you must have in force their own liability insurance which provides cover for their sub-contract activities
  - f) any manual work undertaken away from your premises or any work abroad (other than clerical work while on a temporary visit abroad) has been disclosed to us and specified in the policy or otherwise agreed by us in writing.
- 6) For liability cover, in respect of any activities involving young people (under 18 years) or vulnerable adults:
  - a) you comply with all statutory and other regulations imposed by any authority, and
  - b) your protection policy is fully complied with at all times and is kept up to date
- 7) For products liability cover, you confirm that:
  - a) no products have or will be incorporated into any aircraft, spacecraft, watercraft, mechanically propelled vehicles, gas, chemical, petrochemical or power generation plant
  - b) you do not sell or supply medical, surgical, dental, pharmaceutical or therapeutic products
  - c) no products are exported to the United States of America or Canada.

## **LEASE**

between

**GRAEME REDPATH**, residing at The Loaning, Rosebank Road, Hawick TD9 0DH  
(hereinafter called "the Landlord")

and

**CHEVIOT YOUTH**, a Scottish Charitable Incorporated Organisation (SC034865) and having its registered office at The Planet, Border Ice Rink, Abbotseat Road, Kelso TD5 7SL, (hereinafter called "the Tenant")

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### **Interpretation 1**

In this Lease unless there is something in the subject or context inconsistent therewith:

- 1.1
- (a) words importing the singular include the plural and vice versa;
  - (b) words importing persons include corporations and vice versa;
  - (c) any reference to an Act of Parliament includes any modification, extension, or re-enactment thereof for the time being made or given thereunder or deriving validity therefrom;
  - (d) where any matter is expressed to require the consent or approval of the Landlord, it shall be implied, unless otherwise stated, that such consent or approval is not to be unreasonably withheld or delayed;
  - (e) the paragraph headings shall be ignored.
  - (f) where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally.

### **Definitions**

- 1.2 the following expressions shall have the meanings hereinafter mentioned:
- (a) "Clause" means a clause of the Lease;
  - (b) "Insured Risks" means such of the following risks, namely, loss or damage by fire, lightning, explosion, aircraft and other aerial devices (other than such aircraft and other aerial devices as are hostile) or articles dropped therefrom, earthquake, riot and civil commotion and malicious damage, storm or tempest, bursting or overflowing of water apparatus or

pipes, flood, impact by road vehicles, and such other risks as are from time to time included in any policy of insurance effected under the Lease; the Insured Risks to be such risks as are reasonably determined in the first instance by the Landlord and to include such additional risks as the Tenant may reasonably require;

- (c) "the Insurers" means such insurance office or underwriter of repute as is nominated by the Landlord;
- (d) "the Landlord" mean the Landlord and all persons succeeding to the interest of the Landlord in the Premises;
- (e) "Lease" means this Lease and the Schedule hereto;
- (f) "Loss of Rent" means such a sum of money as the Landlord may reasonably estimate represents the loss of the rent payable hereunder for a period of Five years in the event of partial or total destruction of the Premises having regard to the period required for reinstatement and potential increases in rent under the rent review provisions hereinafter contained or such greater sum as the Tenant may reasonably require;
- (g) "Paragraph" means a paragraph of the Schedule;
- (h) "the Planning Acts" means all statutes, regulations, orders or other legislation or laws regulating town and country planning and the development and use of land;
- (i) "Premises" means the subjects (or any part thereof) described in Part I of the Schedule, all additions and alterations thereto which may be made during the Period of the Lease and every part and pertinent thereof and all Landlord's fixtures and fittings in and about the same;
- (j) "Prescribed Rate" means the rate of interest which is 5 percentage points above the Base Rate for the time being of Barclays Bank plc;
- (k) "Reinstatement Value" means the cost which would be incurred (including fees and the cost of shoring up, demolition and site clearance) in reinstating the Premises in accordance with the requirements of the Lease is reasonably

determined in the first instance by the Landlords or such greater amount as the Tenant may reasonably require;

- (l) "Schedule" means the Schedule annexed and executed as relative hereto;
- (m) "Tenant" means the Tenant and his permitted assignees or sub-tenants and in the case of an individual shall include his executors and representatives whomsoever;
- (n) "Date of Expiry" means the date of expiry or sooner termination of the Lease (however the same be determined);
- (o) "Title Deeds" means the title deeds which are specified in Part IV of the Schedule annexed hereto;

#### **Premises, Period of the Lease and Rent**

- II IN CONSIDERATION of the rents and other prestations hereinafter specified the Landlords hereby let to the Tenant (but excluding always assignees and sub-tenants legal or voluntary and creditors and managers for creditors in any form except where permitted under the Lease) the Premises subject to the reservations in Part V of the Schedule and that for the period from the First day of December 2016 (hereinafter called "the Date of Entry") until the Thirtieth day of November 2021 (hereinafter called "the period of the Lease"). FOR WHICH CAUSES the Tenant accepts the Premises in their present condition and HEREBY UNDERTAKE (FIRST) to pay to the Landlords the rent specified in PART II of the Schedule or when appropriate the revised rent as provided in Part IV of the Schedule by equal monthly instalments to be payable in advance on the First day of December 2016 and every month thereafter on First day of each month, clear of all deductions whatsoever; the first payment being in the sum of THREE HUNDRED AND SEVENTY FIVE POUNDS (£375) Pounds Sterling. Declaring that the Tenant will be entitled to terminate these presents at any time on giving no less than four months prior notice of their intention to do so.

#### **Tenant's Monetary Obligations and Rent**

- III The Tenant HEREBY UNDERTAKES throughout the period of the Lease:
- (1) To pay the rent and the revised rent herein stipulated on the dates and in the manner foresaid;

### **Rates and Other Charges**

- (3) To pay when due all rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether or not of a capital or non-recurring nature) which are, at any time during the Period of Lease, payable by the occupier in respect of the Premises other than taxes on the rent payable under the Lease or taxes arising on the disposal or deemed disposal by the Landlord or other dealing by the Landlord with her interest in the Premises;

### **VAT**

- (4) To pay to the Landlord such amount of Value Added Tax at the rate for the time being in force as shall be legally payable to and irrecoverable by the Landlord from Her Majesty's Customs and Excise in respect of all moneys undertaken to be paid by the Tenant under this Lease and in respect of such payments the Tenant shall receive a valid VAT receipted invoice.

### **Interest on Payments in Arrears**

- (5) to pay on demand to the Landlord, without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord, interest at the Prescribed Rate on any rent or any other sum of money payable or reimbursable to the Landlord under the Lease, which shall have

become due but remain unpaid for Fourteen days, such interest to run except for rent (as well after as before any judgement) Fourteen days from the date when the same shall become due until payment thereof.

### **Tenant's Further Obligations**

- IV The Tenant FURTHER UNDERTAKES throughout the Period of the Lease to fulfil the obligations contained in Part IV.

### Landlord's Obligations

- V (1) The Landlord HEREBY UNDERTAKES to insure and keep insured the Premises in joint names of the Landlord and the Tenant and such additional names as the Landlord or the Tenant may reasonably request at all times during the Period of Lease (unless such insurance shall be vitiated by any act, neglect, default or omission of the Tenant) against the Insured Risks with the Insurers in the Reinstatement Value thereof and for the Loss of Rent and if required to produce to the Tenant a Certificate from the Insurers stating for what sums and against what risks the Premises are insured and to what date the premiums have been paid and in case of damage by any of the Insured Risks with all reasonable speed to cause all moneys received in respect of such insurance (other than in respect of loss of Rent) to be forthwith laid out in reinstating the Premises;
- (2) The Landlord undertakes to repair, renew and rebuild the Premises to the extent of any damage caused by a latent or inherent defect in the main structure of the Premises;
- (3) If the Premises shall at any time during the Period of Lease be so damaged or destroyed as to render the Premises unfit for occupation and use in whole or in part in accordance with the terms and provisions of the Lease, then the rents herein provided for or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended (but if such destruction or damage is attributable to an Insured Risk to the extent only that the Insurers meet the Landlord's claim under the Policy for the Loss of Rent) until the Premises shall again be

rendered for occupation and use, or if such destruction or damage is attributable to an Insured Risk until the Loss of Rent Insurance effected by the Landlord shall be exhausted, if earlier.

### Irritancy

- VI If the rent herein stipulated or any part thereof shall at any time be in arrear for Twenty-one days after the same shall have become due (whether legally demanded or not) and shall remain unpaid for a further period of ten days after a written demand by the

Landlord under threat of irritancy, or if there shall be a breach of any of the obligations undertaken by the Tenant under the Lease which shall not be remedied by the Tenant within such reasonable period as shall be allowed by the Landlord in a notice requesting the remedy of such breach under threat of irritancy, or if the Tenant shall become notour bankrupt or shall make any arrangement with creditors or being a company shall go into liquidation whether voluntary or compulsory (otherwise than a voluntary liquidation of a solvent company for the purpose of amalgamation or reconstruction) or being a firm shall be sequestrated, then and in any such case it shall be lawful for the Landlord by notice to the Tenant to bring the Lease to an end forthwith and to repossess the Premises as if the Lease had not been granted but without prejudice to any right of action or remedy of the Landlord in respect of any previous breach of any of the obligations undertaken by the Tenant under the Lease.

#### **Provisos and Reservations**

VII The Provisos, conditions, disclaimers and reservations contained in the title deeds which shall be deemed to form part of the Lease.

#### **Notices**

VIII Any notice, request, demand, consent or approval under the Lease shall be in writing and shall be deemed to be sufficiently served at the expiry of Forty-eight hours after posting if sent by Recorded Delivery Post. Any notice to the Tenant shall be sent to their last known address. Any notice to the Landlord shall be sent to the Landlords or her agent. If, at the request of the Landlord, a notice has instead to be served on their agent it shall be deemed duly served if service complies with the relevant foregoing provisions. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed and posted in accordance with the provisions of this Clause.

#### **Certification**

We 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 30.06.94. referring to Section 240 of the Finance Act 1994.

Consent to Registration

IX The parties consent to registration hereof for preservation and execution

IN WITNESS WHEREOF these presents printed on this and the six preceding pages, together with the Schedule of fifteen pages annexed are subscribed as follows:-

\_\_\_\_\_  
Signature of witness

JOHN ANTHONY LINDSAY OLIVER

Full name of witness (print)

\_\_\_\_\_  
Signature of Graeme Redpath

5-12-16

Date of signing

13 HILL STREET

\_\_\_\_\_  
Address of witness

HAWICK

HAWICK

\_\_\_\_\_  
Place of signing

For and on behalf of Cheviot Youth:-

\_\_\_\_\_  
Signature of witness

ALAN LIVINGSTONE

Full name of witness (print)

15 THE SQUARE

KELSO

\_\_\_\_\_  
Address of witness

TDS THH

\_\_\_\_\_  
Signature of Trustee

Date of Signing: 2nd DECEMBER 2016

Place of signing: KELSO

**SCHEDULE REFERRED TO IN THE FOREGOING LEASE BY G REDPATH IN FAVOUR OF  
CHEVIOT YOUTH**

**PART I**

**THE PREMISES**

1. The ground floor shop and basement premises at 5-7 High Street, Jedburgh (including pertinents, servitudes and exceptions and reservations as described in the Landlords' title).

**PART II**

**RENT**

2. The rental payable by the Tenants to the Landlords will be FOUR THOUSAND FIVE HUNDRED POUNDS (£4,500) per annum PAYABLE MONTHLY AND IN ADVANCE at the rate of THREE HUNDRED AND SEVENTY FIVE POUNDS (£375.00) per month.

**PART III**

**RENT REVIEW**

**Date of Review**

3. (1) At the expiry of the five years in the event of the parties not exercising their option to terminate the Lease in terms of Clause II hereof and each succeeding period of five years thereafter during the Period of the Lease (the date of expiry of each such period being hereinafter called the "Date of Review") the rent shall be increased to an amount (hereinafter called "the Revised Rent") equal to the market rental value of the Premises at the Date of Review.

**Valuation**

- (2) The market rental value of the Premises shall be such an amount as shall be agreed between the Landlord and the Tenant or shall be determined in accordance with sub-paragraph (3) of this Paragraph as representing the rental

value of the Premises as between a willing lessor and a willing lessee if offered for let on the open market under a lease for a period of Three years with vacant possession and upon the supposition (if not a fact) that the Tenant have complied with all the obligations undertaken by them under the Lease and taking no account of:

- (i) Any goodwill attributable to the premises by reason of any trade or business carried on therein by the Tenant;
- (ii) Any improvements and/or alterations to the Premises carried out by the Tenant, otherwise than in pursuance of an obligation to the Landlord;
- (iii) The destruction of or damage to the Premises, and
- (iv) The fact that the Tenant has been in occupation of the Premises.

#### **Decision on Rent Value**

- (3) If the Landlord and the Tenant shall be unable to agree on the market rental value it shall be determined by a Surveyor (who shall act and be deemed to act as an expert and not as an arbiter) be agreed upon by the parties to the Lease, or if they fail so to agree, by a Surveyor experienced in the valuation of properties comparable to the Premises in the area where the Premises are situated to be nominated at the request of the Landlord or Tenant by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors, and the determination by such Surveyor shall be binding on both the Landlord and the Tenant.

#### **Upwards Only**

- (4) Notwithstanding any determination by such Surveyor the rent payable by the Tenant after each Date of Review shall not be less than the rent payable by the Tenant immediately before the Date of Review.

### **Payment after Date of Review**

(3) If by the Date of Review the amount of the relevant revised rent has not been agreed between the parties hereto or determined as aforesaid, then in respect of the period of time beginning with the relevant Date of Review and ending on the Term Date immediately following the date upon which the amount of the revised rent is agreed or determined as aforesaid the Tenant shall pay to the Landlord rent at the yearly rate payable immediately before the relevant Date of Review, and at the expiry of the said period of time there shall be due as a debt payable by the Tenant to the Landlord on demand an amount equal to the difference between the revised rent and the rent actually paid in respect of the said period of time apportioned on a daily basis.

### **Memorandum**

(6) As soon as the revised rent has been agreed or determined as aforesaid the parties hereto will forthwith endorse a memorandum thereof on the lease or (at the option of the Landlord) execute a separate memorandum specifying the revised rent, and any stamp duty payable in respect thereof shall be borne by the Tenant.

## **PART IV**

### **OBLIGATIONS OF THE TENANT**

#### **To Repair, Maintain or Renew**

3 At all times throughout the period of Lease at the Tenant's expense well and substantially to repair and maintain the interior and ground floor exterior only of the Premises except where the damage necessitating such repair, maintenance or renewal arises from a latent or inherent defect in the structure of the Premises or is caused by an Insured Risk and the insurance monies have not nor shall become irrecoverable through any act or default of the Tenant.

#### **To Permit Entry by Landlord and Others**

- 4 To permit the Landlord and his Agents with or without workmen, at all reasonable times on giving reasonable notice (except in emergency) to the Tenant to enter the Premises to inspect the same, view the state of repair and condition thereof, prepare a schedule of the Landlord's fixtures and of any dilapidations and exercise the rights reserved to or conferred upon the Landlord by the Lease.

#### **To Comply with Notices to Repair**

- 5 Well and substantially to make good all deficiencies in maintenance and repair of which notice shall be given to the Tenant at his last known address by the Landlord and for which the Tenant is liable under the Lease within two calendar months after giving or leaving of such notice (or sooner of requisite), and if the Tenant shall fail to comply with any such notice, to permit the Landlord to enter the Premises to make good the same at the cost of the Tenant, which cost shall be repaid by the Tenant to the Landlord on demand with interest thereon at the prescribed rate from the date of payment by the Landlord together with all Solicitors and Surveyors fees and other expenses which may be the property incurred by the Landlord in connection therewith.

#### **Plate Glass Insurance**

- 6 To insure and keep insured in the joint names of the Landlord and the Tenant all the plate glass forming part of the premises against breakage for a sum not less than the full reinstatement cost thereof for the time being with the Insurers and whenever reasonably required by the Landlord, to produce the relevant Policy of Insurance or a copy thereof and the receipt for the current year's premium and forthwith to lay out all moneys received under such insurance and such other money as may be necessary in reinstating the glass with glass of the same quality and thickness.

### **To Decorate Interior and Exterior**

7 (1) In every third year during the period of the Lease and during the last year thereof (however the same may be determined) to paint all such outside parts of the premises as are usually painted in such manner and in such colour as shall be approved by the Landlord and to restore, point and make good the brickwork, stairs (if any) and stonework where necessary to the reasonable satisfaction of the Landlord.

(2) In every third year during the Period of the Lease and during the last year thereof (however the same may be determined) to paint all such interior parts of the premises as are usually painted in such manner and in such colour as shall be approved by the Landlord and otherwise to redecorate the interior parts of the Premises to the reasonable satisfaction of the Landlord.

(3) At regular intervals throughout the Period of the Lease to clean and treat all other materials, surfaces and finishes of the interior and exterior of the Premises to the reasonable satisfaction of the Landlord.

### **To Service Fixed Equipment**

8 At the request of the Landlord but at the cost of the Tenant to enter into such contracts as the Landlord may reasonably consider advisable with persons of repute previously approved by the Landlord for the regular maintenance, inspection and servicing of the boilers (if any), central heating (if any) and air conditioning apparatus (if any) from time to time in and about the Premises.

### **To Keep Clean and Tidy**

9 At all times during the period of the Lease to keep the Premises in a clean and tidy condition and clear of all rubbish and to clean at least once every month the inside and outside of the windows and window frames of the Premises and all the glass (if any) in the entrance door thereto.

**Not to Use Otherwise than for Specified Purpose**

- 10 Not to use the Premises or permit them to be used for any noisy, offensive or dangerous trade or business, nor for any illegal or immoral purpose, nor to do or permit to be done on the Premises anything which, in the reasonable opinion of the Landlord, may be a nuisance or cause disturbance to the owners or occupiers of any adjoining or neighbouring premises or to the prejudice of the Landlord, nor to hold or permit or suffer to be hold upon the Premises any sale by auction or public exhibition or public show or spectacle or political meeting or gambling, nor to use or permit the Premises to be used otherwise, than as premises for the sale of goods for the benefit of the Tenant's charitable purposes, without the consent of the Landlord.

**Not to Introduce**

- 11 Not to bring or permit to be brought into the Premises any article or thing which is or may become dangerous, offensive, radioactive or explosive, nor to carry on or do or permit to be carried on or done therein any hazardous trade or act in consequence of which the Landlord would be prevented from insuring the Premises or any other property for the time being owned by the Landlord or in which the Landlord has an insurable interest at the ordinary rate of premium or whereby any insurance effected in respect of the Premises or any such other property would be vitiated or prejudice, nor without the consent of the Landlord to do or allow to be done anything whereby additional premium may become payable for the insurance of the Premises or any such other property and if the Premises or such other property or any part thereof are destroyed or damaged by any of the Insured Risks and the insurance money under any insurance against the same is wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant or the Tenant's servants or Agents, forthwith to pay to the Landlord the whole or (as the case may be) the irrecoverable portion of the cost (including professional and other fees) of completely rebuilding and reinstating the same.

**Not to Overload**

- 12 Not to place or keep or permit to be placed or kept in the Premises any heavy articles in such position or in such quantity or otherwise in such manner as to overload or cause damage to or be in the reasonable opinion of the Landlord likely to overload or cause damage to the Premises, and to permit the electrical circuits in the Premises to be overloaded.

**Not to Harm Drains**

- 13 Not to allow to pass into sewers, drains or watercourses serving the Premises any effluent or other substance which might cause any obstruction in or damage to the said sewers, drains or watercourses and in the event of any such obstruction or damage forthwith to make good the same to the reasonable satisfaction of the Landlord.

**Not to Make Alterations**

- 14 (1) Not to divide, alter or damage the Premises nor merge the Premises with any adjoining premises, make any alterations or additions to the Premises except with the previous consent of the Landlord and in accordance with drawings and specifications previously submitted to and approved by the Landlord, and conform with any requirements of the Building Control Department or similar body; provided always that the Landlord may as a condition of giving such consent require the Tenant to enter into such undertakings with the Landlord as the Landlord may reasonably require in regard to the execution of any such works and the reinstatement of the Premises at the Date of Expiry or otherwise which consents shall not be unreasonably withheld.

**Not to Prejudice Servitudes**

- 15 (1) Not by building or otherwise to interrupt or obstruct any right of the nature of a servitude, wayleave, privilege or encroachment enjoyed by any existing

premises, nor to permit any new such right to be acquired over, under or into the Premises; and if any claim or attempt to exercise any such right shall be made, to give immediate notice thereof to the Landlord and to permit the Landlord and her Agents to enter upon the Premises for the purpose of ascertaining the nature of any such right and at the request of the Landlord, but at the joint cost of the Landlord and Tenant. To adopt such means as may be reasonably required or deemed proper for preventing the acquisition of any such right.

#### **Not to Acknowledge Servitude**

(2) Not to give to any third party any acknowledgement that the Tenant enjoys any such right over, under or into the premises by the consent of such third party, nor to pay to such third party any sum of money nor to enter into any agreement with such third party for the purpose of inducing or obliging such third party to abstain from interrupting or obstructing such right, and if any of the owners or occupiers of adjacent land or buildings does or threatens to do anything which interrupts or obstructs such right, forthwith to give notice thereof to the Landlord.

#### **To Obtain Permission for Signs**

16 Not at any time during the Period of Lease to affix or exhibit or permit to be fixed or exhibited in or on the Premises or on the forecourt in front thereof any bill, placard, advertisement or other sign visible from the outside of the Premises other than normal trade advertisements and/or signs without the prior approval in writing of the Landlord which consent shall not be unreasonably withheld.

#### **Alienation**

17 (1) Not at any time to assign, sub-let or otherwise dispose of or for any purpose or in any way deal with the Tenant's interest in or part with or share possession or occupation of part only of the Premises;

(2) Not at any time to assign, sub-let or otherwise dispose of or for any purpose or in any way deal with the Tenant's interest in or part with or share

possession or occupation of the whole of the Premises without the prior written consent of the Landlord;

(3) Not at any time to sub-let or agree to sub-let the Premises except at a rent which at the date of entry under such sub-lease is not less than the market rental value as defined in Part II of this Schedule, nor to permit a reduction in the rent payable by any sub-tenant, and to ensure that in any permitted sub-lease there shall be provisions that:

- (i) the rent payable under such sub-lease shall be payable no more than one quarter in advance and shall be subject to review in an upward direction only no less frequently than and in such manner as to coincide with the rent reviews provided for under the Lease; and
- (ii) the sub-tenant shall be prohibited from granting any assignment or any further sub-lease without the consent of the Landlords.

#### **Intimation of Devolution of Tenant's Interest**

18 Within Twenty-one days after the date of completion of any assignment of the Lease or the grant of any sub-lease or any assignment of such sub-lease or any devolution of the Lease or of any such sub-lease by Will, intestacy or operation of law to provide or cause to be provided to the Landlord for registration a certified copy of the deed, document or instrument effecting such assignment, sub-lease, assignment of sub-lease or devolution.

#### **To Observe Statutory Requirements**

19 At the Tenant's own expense 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 Premises or the Tenant's use thereof and to comply with all the requirements of any relevant Act of Parliament and all relevant notices which may be served by any Public, Local or Statutory Authority and not to do or permit to be done on the Premises anything whereby the Landlord may become liable to pay any penalty imposed by, or to bear the whole or any part of any expenses incurred under, any such Act, direction, requirement or notice

as aforesaid, but excluding from the Tenant's obligations hereunder those works which may be the Landlord's responsibility under the terms of this Lease.

### **Planning**

20 (1) During the Period of the Lease to comply in all respect with the Planning Acts and to keep the Landlord indemnified in respect thereof.

(2) Not to make any application for planning permission or give any notice to any relevant authority of any intention to commence or to carry out any development without the previous consent of the Landlord, which consent shall not be unreasonably withheld, and forthwith after the grant or refusal of such application to supply to the Landlord (free of cost) a copy thereof for retention.

(3) Not to implement any such planning permission until any conditions attached thereto have been submitted to and approved by the Landlord.

(4) Unless the Landlord shall otherwise direct to carry out before the Date of Expiry any works stipulated to be carried out to the Premises by a date subsequent to such Date of Expiry as a condition of any such planning permission.

(5) Forthwith after receiving notice of the same to give full particulars to the Landlord of any notice or proposal for a notice or order or proposal for an order given, made or issued to the Tenant by any competent authority under or by virtue of the Planning Acts, and, if so required by the Landlord, to produce such notice, order or proposal to the Landlord.

(6) To make or join with the Landlord in making such objection or representation against or in respect of any proposal for such a notice or order as the Landlord shall deem expedient.

### **To Inform Landlord of Notices**

21 Upon the occurrence of any event or upon the receipt of any notice, order, requisition or direction which may be capable of adversely affecting the Landlord's interest in the Premises forthwith at their own expense to deliver full particulars or a copy thereof to the Landlord.

### **Re-letting Notices**

- 22 To permit the Landlord to fix and retain for a period not exceeding three months prior to the Date of Expiry in a conspicuous position on the Premises (but not so as to obscure the fascia or restrict or interfere unreasonably with the access of light and air to the Premises or prevent the Tenant from carrying on his usual business from the Premises) a notice-board for the re-letting of the Premises and not to obscure the said notice-board and to permit all persons authorised in writing by the Landlord or by her agents to view the Premises at all reasonable hours upon prior appointment having been made.

### **To Inform Landlord of Defects**

- 23 To inform the Landlord immediately of any defect in the Premises which might give rise to a duty imposed by the title deeds, common law or statute on the Landlord in favour of any person.

### **To Observe Title Conditions**

- 24 To perform and comply with the burdens, conditions and others contained or referred to in the Title Deeds so far as applicable to the Premises and still subsisting and to keep the Landlord indemnified against all actions, proceedings, expenses, claims and demands in any way relating thereto.

### **To Remove**

- 25 (1) Immediately prior to the Date of Expiry at the cost of the Tenant
- (a) To replace any of the Landlord's fixtures and fittings which shall be missing, broken, damaged or destroyed with others of a similar character and quality;
  - (b) To remove every sign or painting of the name or business of the Tenant or other occupier from the Premises and to remove all Tenant's fixtures and fittings, furniture and effects from the Premises, making good to the reasonable satisfaction of the Landlord all damage caused by such removal;

- (c) If so requested by the Landlord, to remove and make good all alterations or additions made to the Premises at any time during the Period of the Lease and well and substantially to reinstate the Premises in such manner as the Landlord shall reasonably direct and to their reasonable satisfaction unless such alterations and additions were made to the premises with the Landlord's consent unless such undertakings were given to the Landlord under Clause 14 hereof by the Tenant.
- (2) At the date of expiry, to remove from and leave vacant and clear the Premises (leaving (unless and except so far as otherwise requested as aforesaid by the Landlord) all fixtures and fittings therein and improvements and additions thereto other than Tenant's fixtures and fittings) in such good and substantial repair and condition as shall be in accordance with the obligations undertaken by the Tenant under the Lease, provided that if at the Date of Expiry the Premises shall not be in such good and substantial repair and condition the Tenant shall carry out at his expense the works necessary to put the Premises into such repair and condition and if the Tenant fail to do so, the Landlord shall be entitled to carry out such works at the expense of the Tenant; whether such works are carried out by the Tenant, or, on the failure of the Tenant as foresaid, by the Landlord, there shall be paid to the Landlord by the Tenant a sum equivalent to the loss of rent suffered by the Landlord in respect of the period from the Date of Expiry to the date when such works have been completed to the reasonable satisfaction of the Landlord.

#### **To Pay Landlord's Costs**

- 26 To reimburse the Landlord all expenses reasonably incurred by the Landlord.
- (1) To reimburse to the Landlord's the Stamp Duty payable on these presents,
- (2) Incidental to the preparation and service of all notices and schedules relating to deficiencies of repair or requiring the Tenant to remedy breach of

any of his obligations under the Lease whether the same be served before or after the Date of Expiry;

(3) In the preparation and service of a schedule of dilapidations before or after the Date of Expiry;

(4) In procuring the remedy of any breach of an obligation or the payment of arrears due by the Tenant under the Lease.

## **PART V**

### **PROVISOS, CONDITIONS AND DISCLAIMERS**

#### **No Restrictions on Adjoining Property**

1. Nothing herein contained or implied shall impose or be deemed to impose any restriction on the use of any land or building or premises not comprised in the Lease or prevent or restrict in any way the development of any such land or building or premises, provided that such use or development does not substantially interfere with or affect the quiet enjoyment and use of the Premises by the Tenant.

#### **Reservations**

2. There is reserved to the Landlord, his servants and agents with or without workmen, at all reasonable times so far as may be necessary or desirable, the right on giving reasonable notice (except in emergency) to the Tenant to enter and remain upon the Premises with all necessary tools, appliances and materials for the purpose of repairing, altering or rebuilding any adjoining or neighbouring premises belonging to the Landlord and in order to cleanse, empty and repair any of the sewers, drains and gutters belonging to the same (making good all damage occasioned thereby to the Premises).

**Disclaimer of Liability**

3. The Landlord shall at no time become liable to the Tenant for any loss, damage or expense sustained by the Tenant through any defect or deficiency in the Premises arising from the choking, bursting, stoppage or failure of any water supply, waste or other pipes, drains, sewers, rhones, conductors, gutters, ducts, water courses, cisterns or others unless such damage, loss or expense has been caused by the negligence of the Landlord.

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Trustee



**JEDBURGH COMMON GOOD FUND  
APPLICATION FOR FINANCIAL ASSISTANCE**

<p><u>Applicant Details</u> Name and Address of Applicant/Organisation:</p> <p>Telephone No:</p>	<p>Jedburgh Gentle Exercise Group c/o Catherine Turner, Treasurer 4 Bairnkine Farm Cottages TD8 6PH</p> <p>01835 840215</p>
<p>Address to which payment should be made:</p>	<p>As above</p>
<p><u>Activities</u> Please supply a brief description of the activities of your organisation and the benefits it brings to the local community:</p>	<p>The Gentle Exercise Group in Jedburgh has been running for three years. By the end of March 2017 it will become an independent constituted group. Over the past three years the group has been fully funded by SBC Community Capacity Building team, however their aim is to transition groups to independence</p> <p>The group offers an excellent class to older adults in Jedburgh and also those adults with a Learning Disability and is proud to have around 30 regulars attend each week. As well as physical benefits to the participants of exercise the group is clearly providing a great social role as well to the town. The group is keen to keep in place the cost which is currently £2.50 which also makes a great accessible price point.</p> <p>The exercise provided is based on Otago principles which are behind the science for physiotherapists so whilst it is great fun and set to great music it is also suitable for seated and standing participants and follows an industry standard for physical activity.</p>
<p><u>Assistance Requested</u> Please indicate the sum requested and the purpose for which it will be used:</p>	<p>The group is looking for a small funding award to provide some cashflow just at the beginning of its transition to independence. We would seek an amount of £200.</p>
<p>When will the donation be required:</p>	<p>End of March 2017 would be ideal</p>

<p>If this is a one-off project then please give the following details –</p> <p>Date (s):</p> <p>Estimated total cost:</p> <p>Funds already raised by applicant's own efforts:</p> <p>Funds raised or expected to be raised from other sources (please state sources):</p>	

<p><u>Other information</u> If you have other information which you feel is relevant to this application please provide details including details of any previous assistance given:</p>	<p>The group will take over payment of the Hall and also the provision of the instructor from March. We are delighted that the Co-op in Jedburgh has agreed to provide free of charge teas and coffees. So far we have not received any financial assistance.</p>
<p><u>Equal Opportunities</u> State how you take account of equal opportunities legislation by including all sections of the community (include child protection, vulnerable adult legislation if relevant, disability, promotion of equality of access to services irrespective of race, gender, age sexual orientation, religious or political beliefs).</p>	<p>We believe the class is fully accessible to all regardless of health issues, mental issues meet all criteria for vulnerable adult legislation if relevant, disability, promotion of equality of access to services irrespective of race, gender, age sexual orientation, religious or political beliefs</p>
<p><u>Declaration</u> I hereby make application for assistance as set out above and certify that the information I have provided is accurate</p> <p>Signed: Catherine Turner</p> <p>Position Held:Treasurer</p> <p>Date: 21st February 2017</p>	
<p><b>Note: All applications from organisations MUST be accompanied by a copy of the latest audited accounts</b> There are no audited accounts as the group will only come into being during March 2017</p>	
<p>This completed form, accounts and any supporting details should be submitted to Fiona Henderson, Democratic Services Officer, Chief Executives, Scottish Borders Council, Council Headquarters, Newtown St Boswells, TD6 0SA. Telephone 01835 826502</p>	

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