

LEASE

between

THE ETRICK AND LAUDERDALE  
DISTRICT COUNCIL

and

SELKIRK GOLF CLUB

1994

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Subjects: Selkirk Golf Course,  
Selkirk

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Solicitor,  
Council Chambers,  
Albert Place,  
Galashiels.

FAS 0842

LEASE

between

THE ETTRICK AND LAUDERDALE DISTRICT  
COUNCIL, Council Chambers, Albert Place,  
Galashiels (the landlords)

and

John Alexander Hume, President, Todshaw,  
Forty-two Hillside Terrace, Selkirk, Alexander  
Barclay Crow, Captain, One "A" Ladylands Terrace,  
Selkirk and Duncan Stuart Wilson, Secretary/  
Treasurer, Ten Deer Park, Selkirk, TD7 4DL for and  
on behalf of SELKIRK GOLF CLUB, (the tenants)

The landlords, in consideration of the rent detailed below, hereby let to the tenants ALL and WHOLE that portion of Selkirk Hill, Selkirk extending to 40.06 hectares or thereby designated for the playing of the game of golf by the landlords as shown outlined in red on the plan annexed and signed as relative to this lease and that for the following period and on the following terms and conditions:-

(FIRST)

There is reserved to the landlords:-

Reservations to

Landlords

(One) The right to lead through or over the subjects of let along such line or lines or in such location or locations as the landlords may determine pipes, sewers, drains, mains, gutters, water courses, cables, channels or other service media of any kind and to connect to any existing pipes, sewers and others under, over or above the subjects of let all for the purpose of providing services to other subjects. The landlords shall have the right of access to the subjects of let for the purpose of laying, installing, maintaining, repairing and renewing such pipes, sewers and others;

(Two)/

(Two) the right to build or rebuild upon any adjoining or neighbouring subjects to such height and in such manner and otherwise as the landlords may desire, or permit and to use the same in whatever manner may be desired; and

(Three) the right at any time to alter or depart from the composition and/or layout of surrounding developments on land belonging to the landlords in such manner and to such extent as the landlords may in their sole discretion decide and that without any claim being competent against the landlords at the instance of the tenants for compensation or otherwise.

(SECOND)

Period of Lease

The lease shall be for the period of Twenty-one years from the First day of April, Nineteen Hundred and Ninety-four until Thirty-first March, Two Thousand and Fifteen, notwithstanding the date hereof, and from year to year thereafter subject to the right of either party to terminate this lease at any time on giving six months' prior notice in writing of termination to the other party.

(THIRD)

Rent and Payment  
of Rent

The tenants shall pay to the landlords the sum of TEN POUNDS Sterling, or such higher sum as may be substituted therefor, in terms of this clause from time to time, payable yearly in advance as rent for the subjects of let on the First day of April in each year during the currency of the lease, with interest on each payment at the rate of Five per cent above the Bank of Scotland base rate from the date the rent becomes due until the date of receipt of payment by the landlords. It shall be in the power and option of the landlords to demand on three months' notice to that effect, in writing, that a revision of the rent shall take place with effect from the First day of April in the years Nineteen Hundred/

Hundred and Ninety-seven, Two Thousand, Two Thousand and Three, Two Thousand and Six, Two Thousand and Nine, Two Thousand and Twelve and on each third anniversary thereafter, the revised rent to be agreed between the parties or, in the event of failure so to agree, to be referred by the landlords to the District Valuer for the setting of a fair rent.

(FOURTH)

Public Access etc.

All existing rights of access to the subjects of let are to be upheld by the tenants. The tenants agree not to interfere with or hinder such rights in any way and to indemnify the Council against any claims which may arise directly or indirectly from the existence of such rights.

(FIFTH)

Tenants' Rights and  
Obligations

The tenants shall have the sole right of:-

- (a) having a golf course on the subjects of let and having a clubhouse and necessary offices there, all of which buildings shall be maintained by the tenants at their sole expense in good and sufficient condition and order subject to the terms of Clauses (ELEVENTH), (TWELFTH) and (THIRTEENTH) below during the currency of this lease all to the satisfaction of the landlords;
- (b) managing the golf course and levying and collecting from people using the course such charges as they shall deem appropriate, subject to the annual approval of the landlords of the level of charges;
- (c) regulating play over the golf course, subject to the rules for golf framed by the Royal and Ancient Golf Club of St. Andrews; and
- (d)

- (d) erecting any further structures or buildings on the subjects of let for the betterment of the golf course subject to the written approval of the landlords which shall not be unreasonably withheld.

## (SIXTH)

## Unauthorised Works

The tenants shall forthwith on receipt of any relevant notice from the landlords and within such reasonable period as may be prescribed in the notice:-

- (a) take down and remove all work and materials which are not in accordance with the landlords' approval;
- (b) repair and make good any defects or omissions in buildings or other works on the subjects of let; and
- (c) remedy any default in observing and performing any of the obligations imposed on the tenants by this lease; declaring that, in the event of the tenants failing to do so within the prescribed period, the landlords, without prejudice to any other remedies available to them under this lease, may make such arrangements as they think fit for taking down, removing, repairing, making good or remedying such defects, omissions or defaults, and the expenses, reasonably and properly incurred by the landlords in so doing shall be paid by the tenants to the landlords on demand, together with interest thereon at the rate prescribed in Clause (THIRD) from the date of demand until payment.

## (SEVENTH)

## Assignations and

## Sub-letting

The tenants shall not assign this lease in whole or in part nor create any sub/

sub-tenancies of the subjects hereby let or any part thereof and any such assignations or sub-tenancies shall be null and void.

(EIGHTH)

Golf

No game other than golf shall be played on the golf course.

(NINTH)

Insurance

The tenants shall insure all buildings on the subjects of let against loss or damage by fire and take out public liability insurance in the sum of One Million Pounds with a reputable insurance company, pay the premiums for such insurance and exhibit the policies and receipts for such insurance on demand. The tenants shall have no claim upon the landlords at the expiry or sooner termination of this lease for compensation for improvements or alterations carried out to the subjects of let by them during the currency of this lease. .

(TENTH)

Nuisance, Statutory

Duties Etc.

No nuisance shall be caused as a result of the use or occupancy of the subjects of let by the tenants. In particular, without prejudice to the foregoing generality, the tenants shall lay out and manage the subjects of let in such a way that no disturbance is caused to owners or occupiers of buildings in the neighbourhood of the subjects let and the enjoyment of any member of the public frequenting the subjects of let is not interfered with. In recovering any ball driven out of bounds, players shall not cause any damage to boundary walls, fences or dykes. The landlords shall be responsible for the repair and maintenance of all boundary walls, fences and dykes required by normal wear and tear. The tenants shall be responsible for all existing drains on the subjects of let and all other drains that may be laid by them through the subjects of let. The tenants will free and relieve the landlords from all claims whatsoever whether relating to personal injury or death, damage to any property heritable or moveable or otherwise arising directly or indirectly/

indirectly from the tenants' occupation and use of the subjects of let. The tenants shall comply in all respects with all relevant statutes, byelaws, regulations, orders and directives applicable to the subjects of let and with the requirements of all authorities acting thereunder and obtain all licences and permissions required for their use of the subjects of let.

(ELEVENTH)

Maintenance  
and Repair

The tenants shall at all times throughout the period of this lease keep and maintain all buildings on the subjects of let in good and substantial repair and condition, free from all defects whether patent, latent or inherent and maintained in good decorative and working order and clean and tidy and shall replace, repair, rebuild or reinstate the whole or such part thereof as may from time to time be damaged, destroyed or become worn out or dangerous all to the reasonable satisfaction of the landlords.

(TWELFTH)

Landlords' Right to  
Carry our Maintenance  
and Repair

If the tenants shall at any time fail to perform any of the obligations in this lease relating to the repair or condition of the subjects let the landlords or their agents or workmen shall be entitled (but not bound and without prejudice to the right of irritancy, hereafter contained) to enter upon the subjects let, or any part thereof, with all necessary appliances and equipment and to carry out such repairs, cleaning, treatment, decoration or other works as may be necessary, in order to comply with the obligations and provisions contained in the lease, and the costs and expenses involved (including any surveyors' or agents' fees) shall be repaid by the tenants to the landlords on demand together with interest at the rate prescribed in Clause (THIRD) from the date of demand.

(THIRTEENTH)/

## (THIRTEENTH)

Prevention of Damage During the course of any operations which the tenants carry out, they shall use all practical means to prevent damage to the subjects of let and they shall not use the footpaths for horse or vehicular traffic.

## (FOURTEENTH)

Minute of Amendment Any significant alteration amendment, extension or reduction of the subjects of let or to the terms of this lease will be detailed in a Minute of Amendment.

## (FIFTEENTH)

Rates, Taxes Etc. The tenants shall be responsible for the payment of all local and national rates and taxes and all other outgoings, including payment of all electricity, gas, water and telephone charges incurred during the currency of the lease.

## (SIXTEENTH)

Inspection The tenants shall at all reasonable hours allow any person authorised by the landlords to carry out an inspection of the subjects of let for the purpose of ascertaining that the conditions of this lease are being complied with.

## (SEVENTEENTH)

Forfeiture In the event of the tenants' constitution being so altered that they are no longer a club whose principal purpose is to facilitate, encourage and render more enjoyable the playing of golf over Selkirk Golf Course, or on the occurrence of any other event whereby the club ceases to operate as presently constituted, this lease shall from the date of such alteration or occurrence become null and void and the tenants shall in the sole option of the landlords forfeit all right and title under this lease and the subjects hereby let shall immediately revert to the landlords as if this lease had been naturally terminated.

## (EIGHTEENTH)

Tenants' Obligation  
to Reinstate

In/



In the event of the buildings on the subjects of let being destroyed or damaged, in whole or in part, by any cause then, as often as the same shall happen, the tenants shall, subject as aftermentioned, at their own expense, with all convenient speed and, in any case, within two years of the date of occurrence of the destruction or damage, rebuild, repair or otherwise reinstate the destroyed or damaged buldings, and that in a good and substantial manner, all to the satisfaction of the landlords; in the event of any destruction or damage resulting from any of the insured risks, then, as often as the same shall happen, all monies received in respect of such insurance shall forthwith be paid into a joint banking account in the names of the landlords and the tenants (and if appropriate of such other persons as have a pecuniary interest in the buildings) in such bank as the landlords shall direct and shall be applied against production of Architects' certificates towards payment of the costs of rebuilding, repairing or reinstating the destruction or damage which has occurred, all to the satisfaction of the landlords. In the event that the tenants shall fail to reinstate said buildings, the landlords shall have the option, on giving not less than three months' prior notice to the tenants at any time, to terminate this lease, without the tenants having any claim for damage or compensation thereby, and the landords shall be entitled to retain the insurance monies, but such termination shall be without prejudice to the landlords' right of action in respect of any antecedent breach by the tenants of any other obligations under this lease.

## (NINETEENTH)

Lease to Continue

Both the tenancy hereby created and the rent payable hereunder shall, subject to Clause (EIGHTEENTH) hereof continue notwithstanding the damage or destruction of the tenants' buildings by fire or any other cause whatsoever insurable or otherwise.

## (TWENTIETH)

No Parking on  
Access Roads

The/

The tenants shall be prohibited from parking or leaving any vehicles, materials or other matter on access roads or pavements within or adjacent to the subjects of let or otherwise impeding such accesses.

(TWENTY-FIRST)

Termination

In the event of any breach of any of the conditions of this lease, it shall be in the power of the landlords to terminate the lease forthwith, notwithstanding that the date of natural ish hereunder may not have arisen.

(TWENTY-SECOND)

Removal

At the expiry or sooner termination of this lease, the tenants bind themselves to flit and remove themselves, their fittings, goods, gear and effects, both off and from the subjects of let without any warning or process of law to that effect and shall leave the subjects of let in such state of repair and condition in all respects as shall be consistent with a full and due performance by the tenants of their obligations under the lease, and the tenants shall make good to the landlords' satisfaction any damage caused by such removing.

(TWENTY-THIRD)

Arbitration

Any dispute arising out of or in connection with this contract shall be referred to and finally resolved by arbitration under the Scottish Rules of the Chartered Institute of Arbitrators (Arbiters) which rules are deemed to be incorporated herein by reference to this clause.

(TWENTY-FOURTH)

Stamp Duty

The tenants shall pay any stamp duty payable upon this lease.

(TWENTY-FIFTH)

Marginal Notes

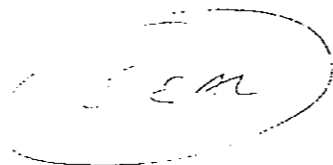
The marginal notes herein contained are inserted for convenience of reference and are not deemed to form part of these presents nor shall they affect the construction thereof.

(TWENTY-EIGHTH)/

(TWENTY-EIGHTH) Both parties consent to the registration of this lease for preservation and execution, as well as for publication; IN WITNESS WHEREOF

these presents typewritten on this and the nine preceding pages together with the plan annexed hereto are executed as follows: they are signed for and on behalf of the Selkirk Golf Club by the said John Alexander Hume, Alexander Barclay Crow and Duncan Stewart Wilson all together at Selkirk on the twenty second day of July, Nineteen Hundred and Ninety Four before these witnesses: Walter Murray Tait, Designer of 17 Ladylands Drive, Selkirk and Peter Strang Wallace, Teacher of 8 Ladywood, Selkirk; and they are sealed with the common seal of the said The Ettrick and Lauderdale District Council and signed for and on their behalf by Mary Janet Ruby Bryson and Andrew Lyall Tulley, two of their Members and by Charles Mitchell Anderson, a Proper Officer of the Council for the execution of deeds all at Galashiels on the twenty third day of August in the year last mentioned.

MJR Bryson  
Andrew Lyall Tulley  
C. Mitchell Anderson  
John A. Hume  
D. B. Crow  
D. S. Wilson



W. Murray Tait (WITNESS)  
Peter S. Wallace (WITNESS)

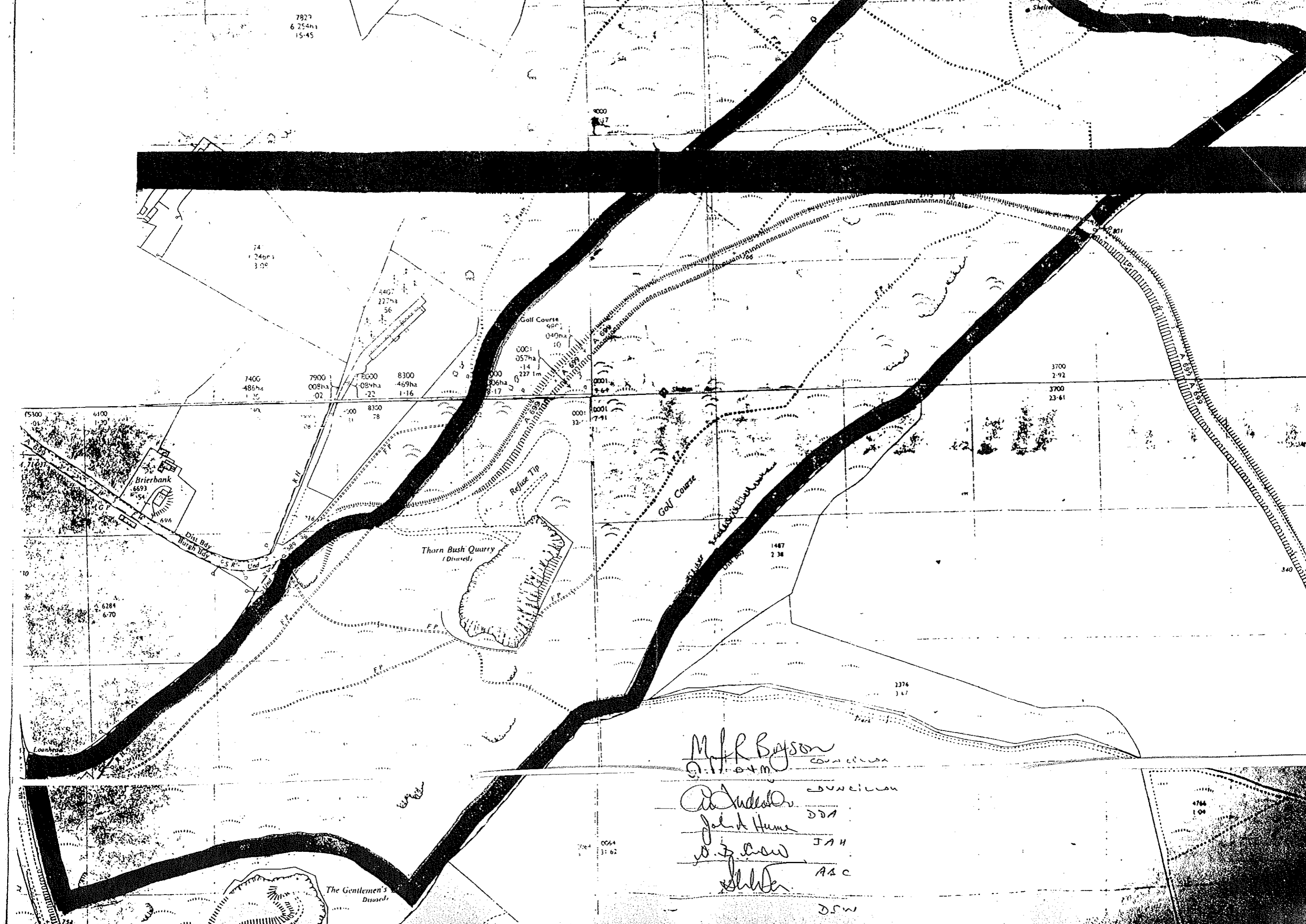
REGISTER on behalf of the within named THE ETTRICK AND LAUDERDALE DISTRICT COUNCIL for preservation and execution as well as for publication in the Register of the COUNTY OF SELKIRK.

*[Signature]*  
Solicitor,  
Galashiels, Agent

REGISTER on behalf of the within named John Alexander Hume, Alexander Barclay Crow and Duncan Stuart Wilson as Trustees for the SELKIRK GOLF CLUB for preservation and execution as well as for publication in the Register of the COUNTY OF SELKIRK.

*[Signature]*  
Solicitor,  
Selkirk, Agent

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15-45



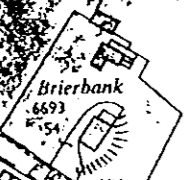
74  
246m  
1.09

4407  
277ha  
56

Golf Course  
920  
049ha  
10  
0001  
057ha  
14  
227.1m  
000  
006ha  
17

7400  
486ha  
1.20  
7900  
008ha  
0.2  
8000  
084ha  
2.2  
8300  
469ha  
1.16

3700  
2.92  
3700  
23.61



Dist Bdy  
Murch Bdy

Thorn Bush Quarry  
(Disused)

Refuge Tip

Golf Course

1487  
2.38

2376  
3.47

M. R. Bayson  
COUNCILMAN

C. J. Anderson  
COUNCILMAN

John Hume  
DDA

W. J. Brown  
JAH

Shelley  
AAC

DSW

0064  
31.62

4766  
1.09



The Gentlemen's  
Disused