

15/44850

Books of Council and Session

Extract Registered 16 Nov 2015

LEASE

SOUTH LANARKSHIRE COUNCIL  
LISA CAMERON



**Registers  
of Scotland**

**deed extract**

**Registers of Scotland**

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15/44850

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

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IT IS CONTRACTED AND AGREED

between

SOUTH LANARKSHIRE COUNCIL, established in terms of the Local Government etc (Scotland) Act 1994 and having its Main Office at Council Offices, Almada Street, Hamilton (who are hereinafter referred to as "the Landlord")

..... OF THE FIRST PART

and

DOCTOR LISA CAMERON, MP,   
 Westminster, London SW1A 2NE  
(who is hereinafter referred to as "the Tenant")

..... OF THE SECOND PART

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

## **Interpretation**

- (a) words importing the neuter gender only include the masculine and feminine genders; words importing the masculine gender only include the feminine gender, and vice versa;
- (b) words importing the singular number only shall include the plural number and vice versa; where there are two or more persons included in the expression "the Tenant" obligations contained in this Lease which are expressed to be made by the Tenant shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order; in the case where the Tenant is a firm or partnership the obligations of the Tenant hereunder shall be binding jointly and severally on all persons who are or become partners of the firm at any time during the currency of this Lease and their respective executors and representatives whomsoever as well as on the firm and its whole stock, funds, assets and estate without the necessity of discussing them in their order and such obligations shall subsist and remain in full force and effect notwithstanding any change or changes which may take place in the firm or partnership whether by the assumption of a new partner or partners or by the retiral, bankruptcy or death of any individual partner, subject to the proviso that if any partner on the occasion of his retiral or resignation from such firm or partnership or the executor of a deceased partner applies to be discharged from such obligations the Landlord shall not unreasonably withhold such discharge;

3.

- (c) words importing persons include corporations and vice versa;
- (d) any reference to an or any Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall also include all instruments, orders, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom;
- (e) the Index, Clause, paragraph and marginal headings shall be ignored;
- (f) the expressions following shall have the meanings hereinafter mentioned (that is to say):-

**Definitions**

1. **"the Building"** means the office building situated on the corner of Cornwall Street and Andrew Street, East Kilbride, and known as and forming Civic Centre, Andrew Street/Cornwall Street, Town Centre, East Kilbride G74 1AB;
2. **"Common Parts"** means those parts of the Building comprising the roof, attic space, foundations, floors, party walls, window frames (excluding the interior and exterior faces of the window frames forming part of the Premises) and glass in the window frames, outer walls, structure and means of support of the Building, the water tanks, drains, sewers, pipes, cables and other service media which serve the Building of which the Premises form part and all other parts of the Building which are used in common by all the occupiers thereof;
3. **"the Internal Areas"** means those communal parts of the interior of the Building as are designated by the Landlord, acting reasonably, to be interior common parts from time to time, including all floor, wall and ceiling finishes of the common entrance halls and corridors, all landings, lightwells, halls, forecourts, passageways and other pedestrian circulation areas, entrance doors, including the controlled entrance systems, fire alarms systems, intruder alarms, and all other Service Media serving these said internal common areas, all fire escapes, and all appurtenances giving access to the other floors of the Building;
6. **"Plan"** means the plan annexed and signed as relative hereto;
7. **"the Planning Acts"** means the Town and Country Planning (Scotland) Act 1997, the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997, the Planning

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(Hazardous Substances) (Scotland) Act 1997, the Planning (Consequential Provisions) (Scotland) Act 1997, the Planning (Scotland) Act 1997 and the Planning etc (Scotland) Act 2006 and any legislation of like purpose or nature now or in the future in force;

8. "Premises" means the ground floor office of the Building extending to 47.56 square metres or thereby and being the subjects shown (for demonstrative purposes only) shaded pink and marked "Administration area", "Meeting Room" and "MP Office" on the Plan excluding the Common Parts but including:
1. the floor finishes down to the upper surface of the floor slab;
  2. any suspended ceilings and the ceiling finish above up to the lower surface of the ceiling slabs;
  3. the inner half severed medially of those internal non load-bearing walls and the plaster or other coverings of those internal load-bearing walls that form a boundary of the Premises;
  4. the interior faces of all structural walls and columns within or forming a boundary of the Premises;
  5. all internal and non load-bearing walls and partitions lying within the Premises;
  6. the doors and their frames and associated ironmongery;
  7. the interior screeding, plasterwork, wall finishes and the interior and exterior faces of the window frames ;
  8. all permitted additions, alterations and improvements from time to time;
  9. all Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises;
  10. all Service Media that are within and that exclusively serve the Premises;
9. "Prescribed Rate" means the rate of interest which is from time to time 4% above the Base Rate for the time being of the Bank of England or above such other rate equivalent thereto which may from time to time be substituted therefore;
10. "Rent Commencement Date" means the Date of Entry;

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11. "Service Charge" means such proportion as may from time to time be fixed on an equitable basis by the Landlord of:- (i) all costs, expenses and outlays (including professional fees) reasonably and properly incurred by the Landlord in repairing, maintaining, rebuilding, replacing, reinstating, renewing, decorating, inspecting, lighting, insuring, servicing, cleaning and generally keeping in good order and repair and in accordance with statutory regulations the Internal Areas (ii) gas, electricity and water supplies made to the Building and (iii) all costs and expenses payable by the Landlord in respect of the Building and (iv) the cost incurred by the Landlord for collection of rent and other payments due under the Lease (which Service Charge is included in, and shall form part of, the Rents);
12. "Service Media" means all pipes, sewers, drains, mains, ducts, vents, conduits, chutes, sulters, watercourses, wires, tanks, traps, meters, cables, channels, pumps, flues and all other conducting media and includes any fixings, louvres, cowls and other ancillary apparatus (including substation(s) (if any) except insofar as the same serve exclusively and are within the Premises or any other part of the Building which is let or intended to be let for exclusive occupation); and

## PREMISES TO LET

In consideration of the rent and other presentations hereinafter specified, the Landlord has LET and hereby LETS to the Tenant but expressly excluding assignees and sub-tenants (legal or voluntarily) ALL and WHOLE the Premises together with the whole fittings and fixtures therein and thereon insofar as belonging to or let to the Landlord and a right in common with the other occupiers of the Building to use on foot only during normal working hours for the Building (or otherwise by separate arrangement with the Landlord) the Internal Areas and that for the period and on the terms and conditions following *videlicet*:-

### ONE

#### Duration

The term or duration of this Lease shall be for a period from 7 October 2015 (which is hereby declared to be "the Date of Entry" hereunder notwithstanding the date or dates hereof) to 7 July 2020 (being the date two months after the anticipated date of the first United Kingdom General Election ("General Election") following the Date of Entry); DECLARING that if at any time and if for any reason (including, without prejudice to the foregoing generality, on the dissolution of Parliament at any time prior to 30 March 2020

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in anticipation of the General Election) the Tenant shall cease to be a Member of the United Kingdom Parliament, either party shall be entitled to terminate the Lease by giving to the other party notice in writing to that effect, which notice may be served at any time after it comes to the notice of the Landlord or the Tenant (as the case may be) that the Tenant has ceased, or will cease, to be such a Member, and in which event the Date of Expiry shall be the date specified in such notice (being a date no earlier than (i) the date two months after the date on which the Tenant shall have ceased to be a Member of the United Kingdom Parliament in any circumstance other than on the dissolution of Parliament in anticipation of the General Election; or (ii) the date two months after the actual date of the General Election, whichever shall first occur).

## **TWO**

### **Rent**

The Tenant binds and obliges himself to pay to the Landlord:-

(1) from the Rent Commencement Date the rent of NINE THOUSAND SIX HUNDRED AND FIFTY POUNDS (£9,650.00) STERLING (exclusive of VAT) per annum payable monthly in advance by equal instalments on the Twenty eighth day of each month during the period of the Lease (hereinafter referred to as "the Rents").

## **THREE**

### **Liability for Rates, etc.**

In consideration of the Tenant paying the Rents stipulated in Clause TWO, the Landlord shall free and relieve the Tenant of all liability for payment of all existing and future rates, taxes, assessments and outgoings whatsoever of an annual or recurring nature now or hereafter imposed during the currency of this Lease or charges upon the Premises or on the owner or occupier thereof. Without prejudice to the foregoing, the Tenant binds and obliges itself to pay (One) any other charges, assessments or other outlays exigible in respect of the Premises properly payable by the Tenant as occupier thereof, and (Two) such amount of Value Added Tax to the Landlord at the rate for the time being in force as shall be legally payable in respect of all moneys undertaken to be paid by the Tenant under the terms of this Lease

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and in every case where in this Lease the Tenant undertakes to pay an amount of money such amount shall be regarded as being exclusive of all Value Added Tax which may from time to time be legally payable thereon and the Tenant shall pay any Value Added Tax due thereon.

The Tenant shall, within fourteen days of the Landlord so requesting, provide receipts for any and all sums payable to third parties by the Tenant in terms of Lease showing that these sums have been paid up to date and in full.

## **FOUR**

### **Rents include Service Charge and Insurance Premium**

The Landlord will administer the maintenance, repair and where necessary the renewal of the Internal Areas. The Rents stipulated in Clause TWO are inclusive of the Service Charge and the Tenant's share of the insurance premium for insuring the Building in terms of Clause EIGHT hereunder from the Date of Entry but, for the avoidance of doubt, will not include telephone charges incurred relative to the Premises during the Lease and referable to the period of the Lease, which will be charged separately to the Tenant, nor any additional charge levied by the Landlord from time to time for opening the Building, at the request of the Tenant, outwith the normal working hours for the Building (as such normal working hours shall be set by the Landlord from time to time and intimated to the Tenant, and which as at the Date of Entry are 8am to 6pm Monday to Friday, excluding public holidays (and 8am to 7pm on the third Thursday in each calendar month, or otherwise as by arrangement between the Landlord and the Tenant)), which additional charge shall be payable by the Tenant in addition within fourteen days of demand therefor by the Landlord. Notwithstanding the foregoing the Landlord will not levy a charge for the opening of the Building outside normal working hours as aforesaid if, and during such period or periods as, the Landlord shall require to keep the Building open for other events or purposes other than for solely the Tenant's business

## **FIVE**

### **Assignment & Sub-letting**

The Tenant is hereby expressly prohibited from assigning the Tenant's interest in this Lease whether in whole or in part. The Tenant shall not be entitled to grant sub-leases of the whole or parts of the Premises. The Tenant

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shall not be entitled to grant licences or other rights of occupation to third parties in respect of the Premises.

SIX

## **Tenant's statutory and other obligations**

The Tenant binds and obliges itself:-

(One) at its own expense to comply in all respects with the provisions of any Act of Parliament already or hereafter to be enacted (including but without prejudice to the generality of the foregoing the Offices Shops and Railway Premises Act 1963, the Factories Act 1961, the Fire Precautions Act 1971 and the Health and Safety at Work etc. Act 1974) and all notices which may be served by Public, Local or Statutory Authority in relation to the Premises and not to do or omit or permit or suffer to be done or omitted any act or thing which will cause the Landlord to be in breach of any of the provisions of any such Act or notice and to keep the Landlord fully and effectually indemnified against all actions, proceedings, damages, costs, expenses, claims and demands whatsoever in respect of any such act or omission and to bear the whole or any part of any expenses incurred under any such Act, instrument, regulation, order or direction as aforesaid;

(Two) Without prejudice to the generality of the foregoing, the Tenant shall be obliged in all respects to comply with the terms of the Control of Asbestos Regulations 2012 ("CAR") in respect of the Premises regardless of the action necessitated to ensure compliance, or any other term of this Lease, and also to procure compliance with the CAR by any parties having access to or carrying out any works at the Premises. The Tenant shall be, or in a question between the Landlord and the Tenant shall be deemed to be, the "duty holder" as defined in the CAR and this is specifically acknowledged by the Tenant. The Tenant shall make available throughout the duration of the Lease for the Landlord's inspection, the Health and Safety File prepared and thereafter maintained in accordance with the CAR or any other Code of Practice or guidance issued by any competent authority, and the Tenant shall be responsible for ensuring that, and shall ensure that, the Health and Safety File or any other documentation required has been so prepared and will be so maintained.

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(Three) to keep the Premises in a clean and tidy condition and clear of rubbish;

(Four) to maintain the security of the Premises and to comply with all reasonable building regulations laid down by the Landlord and with all other reasonable regulations and directions as the Landlord may from time to time make or give for the orderly convenient and proper management of the Premises or any part or parts thereof;

(Five) to separate and section off that part of the Premises marked "Administration area" on the Plan from the immediately adjoining area retained by the Landlord and marked "Area Returned to Housing" on the Plan with suitable baffle boards, at the Tenant's expense and to the Landlord's reasonable satisfaction, and to remove same at the expiry of this Lease;

(Six) not to bring into the Premises or any part of the Building or to place or store in or about the Premises or any part of the Building any article or thing which is or may become dangerous, offensive, dangerously inflammable, radio-active or explosive and without prejudice to the foregoing generality not to bring any cylinder or bottled gas or burning equipment or any petrol or inflammable oils or substances into the Premises or into the Building;

(Seven) not to do or omit to do any act, matter or thing the doing or omission of which would or might prevent the Landlord from insuring the Building or any part thereof or any other property for the time being owned or leased by the Landlord at the ordinary rate of premium or whereby any insurance effected in respect of the Building or any such other property would or might be vitiated or prejudiced or whereby the risk of the Premises or the Building or such other property or any parts thereof being destroyed or damaged by fire or any other Insured Risk may be increased and not without the written consent of the Landlord to do or allow to be done anything whereby any additional premium may become payable for the insurance of the Premises or the Building or any such other property or any parts thereof, and the Tenant shall repay to the Landlord on demand all expenses incurred by the Landlord in or about any renewal of such Policy or Policies rendered necessary by a breach of this covenant.; And in the event of the Premises or the Building or such other property or any parts thereof being destroyed or damaged by any of the Insured Risks and the insurance money under any insurance against

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the same being wholly or partly irrecoverable by reason solely or in part of any act, neglect or default of the Tenant or the Tenant's employees, agents or others for whom the Tenant is legally responsible then and in every such case the Tenant will forthwith pay to the Landlord the whole or (as the case may require) the portion of the cost (including professional and other fees) of complete rebuilding and reinstatement which is irrecoverable through such act, neglect or default as aforesaid;

(Eight) not without the previous consent in writing of the Landlord to place or keep in the Premises any heavy articles in such position or in such quantity or otherwise in such manner howsoever as to overload or cause damage to or to be in the reasonable opinion of the Landlord likely to overload or cause damage to the Premises or the Building and not to overload the electrical circuits, water supply or, if any, the lifts in the Building;

(Nine) not to pass into the sewers, drains, or watercourses serving the Premises any noxious or deleterious effluent or other substance which might cause any obstruction in or injury to the said sewers, drains or watercourse and in the event of any such obstruction or injury forthwith to make good all such damage to the absolute satisfaction of the Landlord;

(Ten) without prejudice to any other term of this Lease, forthwith to give notice to the Landlord of receipt by the Tenant of any notice, order, requisition, direction or other thing given, made or issued to or by a competent authority affecting the Premises or the user thereof and at the reasonable request of the Landlord but at the cost to the Tenant; (a) to give full particulars thereof to the Landlord and to supply to them a copy of each and every such notice, order, requisition or direction; and (b) to make or join in making such objections or representations against or in respect thereof as the Landlord may reasonably require;

(Eleven) not to affix or exhibit or permit to be affixed or exhibited in or upon any part of the Premises any advertisement, flashlight or other sign or thing whatsoever except such as shall have been approved by the Landlord and in default the Landlord may enter and remove the same at the Tenant's sole cost;

(Twelve) not to make any claim for any loss, damage or expense sustained by the Tenant by or through any (i) defect, decay, inadequacy, want of repair

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or decoration or otherwise in the Premises, the Building or any part thereof or in or 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 or for any loss, damage or expense caused to the Tenant through any act or omission of the proprietors, tenants or occupiers of any adjoining or neighbouring properties or of other premises in the Building or (ii) any interruption or failure of any services or defective working, stoppage or breakage of any pipes, drains, wires or equipment or bursting or leakage of any oil, gas, water or soil pipes or choking, stoppage or overflow thereof or of the drains or gutters or from any other source or cause;

(Thirteen) to keep the Premises sufficiently supplied and equipped with such fire fighting and extinguishing appliances as shall from time to time be required by law or by the Local or other competent Authority or as shall be reasonably required by the Landlord and such appliances shall be open to inspection and shall be maintained to the reasonable satisfaction of the Landlord and also not to obstruct or permit to be obstructed the access to or means of working such appliances or the means of escape from the Building in the case of fire;

(Fourteen) (i) at all times during the Period of this Lease to comply in all respects with the Planning Acts and to keep the Landlord indemnified in respect thereof and not to make any application for planning permission or give any notice to any authority of an intention to commence any development without the previous written consent of the Landlord; (ii) in the event that such approval by the Landlord is forthcoming, not to implement any planning permission until the conditions attaching thereto have been submitted to and approved in writing by the Landlord, and unless the Landlord shall otherwise direct to carry out before the termination of this Lease (howsoever the same may be determined) any works stipulated to be carried out to the Premises by a date subsequent to such expiration or sooner determination as a condition of any planning permission which may have been granted to the Tenant; and (iii) forthwith after receiving any notice, order or proposal from any competent authority under or by virtue of the Planning Acts to send a copy to the Landlord and at the request of the Landlord but at the cost of the Tenant to make or join with the Landlord in

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making such objection or representation against or in respect of any notice, order or proposal as the Landlord shall deem expedient; and

(Fifteen) to indemnify the Landlord in respect of all actions, proceedings, costs, claims and demands which might be made by any tenant, occupier, adjoining owner, or any other person whatsoever or any competent authority which may be incurred by reason of; (a) use of the Premises by the Tenant or those deriving right from the Tenant and their respective employees, agents, or others for whom they are responsible or any defect in the Premises for which the Tenant is responsible under this Lease or in the execution of any alterations or additions to the Premises by the Tenant or those deriving right from the Tenant and its respective employees or others for whom they are responsible at law, and, (b) any interference or alleged interference or obstruction by the Tenant, its employees, agents or others for whom the Tenant is responsible of any right or alleged right of light, air, drainage or other right or alleged right now existing for the benefit of any adjoining or neighbouring property, subject to the Landlord not doing or omitting anything which prejudices the Tenant's ability to comply herewith;

## **SEVEN**

### **Repairs, etc.**

The Tenant accepts the Premises, and the Building as in good and tenantable condition and in all respects fit for the purposes for which they are let. The Tenant shall be liable for all necessary repairs to and maintenance of the Tenant's equipment and others installed by the Tenant in the Premises (including, for the avoidance of doubt, all computer and other IT equipment, which shall be no concern of the Landlord), but shall otherwise have no liability for the repair, maintenance, renewal, rebuilding, reinstatement, or decoration of the Premises or the Building excepting only damage to the Premises or the Building caused by the actions of the Tenant or any servant, employee, agent or others for whom the Tenant is responsible (other than damage by the Insured Risks, unless and to the extent that the insurance monies are rendered irrecoverable in consequence of the act, neglect or default of the Tenant or any servant, employee, agent or others for whom the Tenant is responsible).

## **EIGHT**

### **Insurance**

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The Landlord hereby undertakes that it will insure and (unless and to the extent that such insurance shall be vitiated in whole or in part by any act, neglect, default or omission of the Tenant or of the servants, agents, licensees or invitees of any of the Tenant or anyone at the Premises for whom expressly or by implication the Tenant is responsible or by any other person for whom the Tenant is responsible at law) keep insured the Building and all Landlord's fixed plant and fixtures of an insurable nature which may at any time during the currency of this Lease be erected, placed or standing upon or affixed to the Building, but excluding any plate glass, against loss or damage by such normal commercial risks as may from time to time reasonably be required by the Landlord with such insurance company or underwriters of good standing as the Landlord may select and through such agency as shall from time to time be selected by the Landlord in the full cost of reinstatement thereof PROVIDED ALWAYS that the Landlord will only be obliged to so insure for so long as and to the extent that it is able to obtain such cover from its insurers at reasonable rates of premium whether that be in full, partially or not at all. In addition, the Landlord shall maintain insurance against Property Owners Liability throughout this Lease, and that in the name of the Landlord. The Tenant shall be responsible for insuring the Tenant's equipment and others installed by the Tenant in the Premises (including, for the avoidance of doubt, all computer and other IT equipment).

## **NINE**

### **(Rei Interitus)**

In the event of the Premises or any part thereof being damaged or destroyed by the Insured Risks or any of them at any time during the currency of this Lease so as to be unfit for occupation and use, this Lease shall for the avoidance of doubt be terminated at the option of either party to be exercised by notice in writing to the other not later than three months after the date of such damage or destruction, and be treated as terminated as at the date of such notice. In the event that this Lease is terminated the proceeds of the Landlord's insurance policies shall be payable to the Landlord.

## **TEN**

### **Landlord's right to inspect**

The Tenant shall permit the Landlord and its Surveyors or Agents with or without workmen and others at all reasonable times, subject to three days'

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written notice (except in the case of emergency) to enter upon the Premises to examine the condition of the Premises and for all other necessary purposes.

## **ELEVEN**

### **Landlord's obligations**

The Landlord binds and obliges itself, subject to timeous payment by the Tenant of the Rents and subject to the terms of this Lease throughout the Period of this Lease to manage and administer the Building or procure that the Building is managed and administered in a manner consistent with the character and situation of the Building and which has due regard to the interests not only of the Landlord but also to the generality of the interests of the occupational tenants of the Building, and to use all reasonable endeavours to provide such of the Services as shall or may be appropriate for the time being and the Landlord may in its absolute discretion employ surveyors, accountants, managers, staff, contractors and others for the purpose of providing such of the Services as the Landlord may from time to time determine.

## **TWELVE**

### **Alteration to Premises**

The Tenant shall not without the previous written consent of the Landlord make or allow to be made any alterations, additions or improvements to the exterior or interior of the Premises. In the event of the Landlord agreeing to grant such consent it may attach such conditions as it may deem appropriate and (One) it may require to carry out an asbestos survey to a standard approved by the Landlord (Two) it may require the Tenant to give undertakings that any proposed work will be carried out within a reasonable time and also with regard to the reinstatement of the Premises, and (Three) any necessary application for any permission required under the Planning Acts or any other Statute or Regulations for the proposed alteration, additions or improvements shall be made by the Tenant. The Tenant shall advise the Landlord if such permission is granted within three days of the receipt thereof and shall at all times indemnify and keep indemnified the Landlord from and

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against all proceedings, costs, claims, expenses and demands in respect of any such application.

**THIRTEEN**

**User**

The Tenant shall not during the currency of this Lease use the Premises for any purpose other than as high quality offices for use as a constituency office for the Tenant's role as a Member of the United Kingdom Parliament, and associated administrative work, all falling within Use Class 2 of the Town and Country Planning (Use Classes) (Scotland) Order 1997, and that always in accordance with The Code of Conduct for Members of Parliament applying from time to time, and for no other purpose. Without prejudice to the foregoing generality, the Tenant shall not during the currency of this Lease use or permit to be used the Premises or any part thereof as an election or re-election campaign office, or for any illegal, immoral, offensive, noisome, noxious, noisy or dangerous trade or manufacture or occupation or use the same as a residence or for any display, or keep or exhibit any goods for sale in or around the Premises, nor hold or permit to be held any sale by auction in the Premises, nor display any election or re-election campaign materials in or upon any part of the Premises (including, but not limited to, any windows or externally-facing walls in the Premises) so as to be visible from the exterior of the Building or from the Internal Areas, nor permit or suffer anything to be done in or upon the Premises or any part or parts thereof which may be or become a nuisance or disturbance to the Landlord or the tenants or occupiers of other portions of the Building of which the Premises forms part or to the tenant or occupiers of other property adjoining or in the neighbourhood of the Building or which may constitute an offence under the Representation of the People Acts. The Tenant shall ensure that the Premises are occupied for the permitted purpose hereinbefore described continuously throughout the currency of this Lease and kept open during normal business hours except when the Premises are rendered unfit for occupation by virtue of damage or destruction by the Insured Risks. Nothing contained in this Lease shall be deemed to constitute any warranty by the Landlord that the Premises are authorised for use under planning law for any specific purpose or as to the suitability or fitness of the Premises or any part thereof.

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## **FOURTEEN**

### **Inspection by prospective purchaser etc**

The Tenant shall permit any prospective purchaser or tenant at any time during the period of six months prior to termination of this Lease to view the Premises at all reasonable and convenient times with the written authority of the Landlord or its agents and on reasonable notice being given to the Tenant and shall permit the Landlord to affix and retain upon any portion of the Premises a notice for selling or leasing the same, but without causing any disruption to the business of the Tenant.

## **FIFTEEN**

### **Servitudes**

(One) The Tenant shall not by building or otherwise to stop up or darken any window or light in the Premises nor to stop up or obstruct any access of light enjoyed to any premises the ownership or any interest wherein is or hereafter may be vested in the Landlord or in any person in trust for it nor permit any new wayleave, servitude, privilege or encroachment to be made or acquired into against or upon the Premises and in case any such servitude right privilege or encroachment shall be made or attempted to be made to give immediate notice thereof to the Landlord and to permit the Landlord and its agents to enter upon the Premises for the purpose of ascertaining the nature of any such servitude right, privilege or encroachment and at the request of the Landlord but at the cost of the Tenant to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such servitude right, privilege or encroachment

(Two) The Tenant shall not give to any third party any acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in 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 binding such third party to abstain from obstructing the access of light to any windows or openings and in the event of any of the owners or occupiers of adjacent land or buildings doing or threatening to do anything which obstructs the access of light to any of the said windows or openings to notify the same forthwith to the Landlord and to permit the Landlord to bring such proceedings as it may think fit in the name of and at the cost of the Tenant against any of the owners and/or occupiers of the

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adjacent land in respect of the obstruction of the access of light to any of the windows or openings in the Premises.

## **SIXTEEN**

### **Landlords Reservations**

There are reserved to the Landlord and all others for the time being authorised by it or otherwise entitled thereto the right -

- (1) to use for the passage of all necessary supplies to or from any other parts of the Building and Internal Areas and Common Parts, all Service Media in, over or about the Premises and to alter, stop or divert the same on giving reasonable notice of their intention to do so (except in cases of emergency, when no notice shall be required where it is not reasonably practicable for such notice to be given) and subject to the Landlord using reasonable endeavours (i) to cause the minimum disruption as is reasonably practicable to the business of the Tenant; and (ii) where necessary, and it is reasonably practicable for the Landlord to do so, to make suitable alternative arrangements in place of such Service Media as have been so altered, stopped or diverted; and also to take into use without payment of any consideration the Service Media which previously served the Premises exclusively and to enter upon the Premises at all times on giving reasonable notice of their intention to do so (except in cases of emergency, when no notice shall be required where it is not reasonably practicable for such notice to be given) with its surveyors or agents or such workmen as may be authorised by it respectively with all necessary appliances;
- (2) to vary, alter, reduce or extend the Common Parts or the Internal Areas;
- (3) to regulate and control the use of the Common Parts or the Internal Areas;
- (4) to erect scaffolding and other plant for any purpose connected with or related to the Building notwithstanding that such scaffolding and other plant may temporarily restrict the access to or use and enjoyment of the Premises;

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(5) (a) of access for the purpose of connecting, laying, inspecting, repairing, cleansing, maintaining, amending, altering, replacing or renewing any Service Media and to erect to construct or lay in, under, over or access the Premises for any such Service Media for the provision of services to other parts of the Building and the Internal Areas or Common Parts,

(b) of access for the purpose of inspecting parts of the Building, Internal Areas and the Common Parts not included within the Premises and executing any works of whatever nature therein and thereon;

(6) and privileges and others as required by the Landlord in its discretion although not hereinbefore specifically stated to enable the Landlord to punctually fulfil and observe all obligations herein undertaken by the Landlord and to grant all necessary common rights and others incidental thereto for the full and proper use and enjoyment of other parts of the Building;

DECLARING THAT the Landlord in exercising any right under this Clause SIXTEEN shall exercise such right in such manner as causes the least practicable disruption to the business of the Tenant and shall be bound forthwith on the termination of any works occasioned by the exercise of such right to reinstate and make good any damage caused to the Premises.

## SEVENTEEN

### Removal

At the expiration or sooner determination of this Lease (howsoever the same may be determined) without any warning away or process of removal to that effect, the Tenant shall peaceably and quietly remove from and yield up to the Landlord the whole Premises leaving them void and redd and in such order and condition as shall be in accordance with the Tenant's obligations under this Lease removing all Tenant's fittings at the option of the Landlord which shall have been fixed into or about the Premises, and 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 this Lease and well and

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substantially to reinstate the Premises in such manner as the Landlord shall direct.

## **EIGHTEEN**

### **Irritancy**

Subject to the provisions of Sections 4 and 5 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1985 if the Rents herein provided for or any part thereof shall at any time be in arrears for fourteen days after the same shall have become due or if there shall be any breach of any of the foregoing conditions, undertakings or obligations on the part of the Tenant contained in these presents or if the Tenant shall become apparently insolvent or shall make any arrangement with creditors or shall suffer any diligence to be levied on the Premises or the contents thereof 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 suffer a Receiver to be appointed then and in any such case it shall be lawful for the Landlord at any time thereafter by notice in writing to bring this Lease to an end forthwith and to enter the Premises and repossess and enjoy the same as if this Lease had not been granted but without prejudice to any claims of the Landlord for past and current rents or for implement of any of the obligations of this Lease up to the date of such forfeiture or for claims in respect of failure to implement any of said obligations provided always that in the case of any breach, non-observance or non-performance by the Tenant which is capable of being remedied, the Landlord shall not terminate this Lease as aforesaid unless and until they shall first have given written notice to the Tenant requiring the same to be remedied under reference to this Clause and prescribing a reasonable period for its remedy (a reasonable period in relation to payment of rent or any other monies being a period of fourteen days) and the Tenant shall have failed to remedy the same within such period, declaring that this irritancy provision is deemed to be pactional and not penal and that after the expiry of such period it shall not be competent to purge the irritancy at the Bar.

## **NINETEEN**

### **Arbitration**

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All disputes and questions of any kind other than in relation to the Rents as provided for in Clause TWO hereof which may arise between the parties hereto and their foresaids whether during the currency or after the termination of this Lease are, failing agreement between the parties, hereby referred to the decision of a single arbiter to be nominated by the parties, or in the event of their being unable to agree on the nomination by the Dean of the Royal Faculty of Procurators in Glasgow. Such reference to take effect in accordance with the Arbitration (Scotland) Act 2010 or any statutory modification or re-enactment thereof for the time being in force but the arbiter so appointed shall not be empowered to state a case for the opinion of the Court of Session in terms of Section 3 of the Administration of Justice (Scotland) Act 1972. The award or awards interim and final of the arbiter so appointed shall be binding on the parties in accordance with the Law of Scotland and the costs of any such arbitration shall be met by the parties as the arbiter may determine and any award or decision in such arbitration shall be a condition precedent of any legal proceedings in connection with any such dispute or difference.

## **TWENTY**

### **Expenses**

The Tenant shall bear the whole proper expenses in connection with:-

(One) any Land and Buildings Transaction Tax payable in respect of this Lease and the registration dues for registering this Lease in the Books of Council and Session and obtaining three Extracts thereof (two for the Landlord);

(Two) the preparation and service of all notices requiring the Tenant to remedy any breach of any of the obligations herein contained whether the same be served during or after the expiry or sooner determination of the Period of this Lease and incurred by the Landlord; and

(Three) procuring the remedying of any breach of any obligation on the part of the Tenant contained in this Lease and incurred by the Landlord.

## **TWENTY ONE**

### **Notices**



Any notice, (which expression shall include a demand) request, intimation, consent or approval under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if sent by Recorded Delivery Post to the Tenant's address as provided in this Lease (if the Tenant shall be a body incorporated in the United Kingdom to its last known Registered Office) or to the Premises and (if the Tenant shall be an individual) to his last known address in the United Kingdom or to the Premises and (if the Tenant shall be a firm) to the firm or any one or more of the partners at the Premises or at one or more of their last known address or addresses. Any notice to the Landlord (if a body incorporated in the United Kingdom) shall be sufficiently served if sent by Recorded Delivery Post to its Head or Registered Office and (in any other case) shall be sufficiently served if sent by Recorded Delivery Post to the Landlord at its last known principal address in the United Kingdom. Any notice sent by Recorded Delivery Post shall be deemed to have been duly served at the expiry of three days after the date of posting in the absence of specific evidence of delivery at an earlier date. In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Tenant or the Landlord (as the case may be) in accordance with this Clause and posted to the address to which it was addressed.

## **TWENTY TWO**

### **Public Liability**

The Tenant shall indemnify and keep indemnified the Landlord from liability in respect of any injury to or the death of any person, damage to any property, moveable or immovable and infringement disturbance or destruction of any right, servitude or privilege or otherwise by reason of or arising directly or indirectly out of the repair, state of repair, condition, or any alterations to, or to the use hereinbefore permitted of the Premises and from all proceedings, costs, claims and demands of whatsoever nature in respect of any such liability or alleged liability. Provided however that the said indemnity shall not extend to the risks insured against in terms of Clause EIGHT hereof save to the extent that the policy affecting such insurance is vitiated or payment of the policy monies is refused through any act, neglect or default of the Tenant.

## **TWENTY THREE**

### **Interest on sums overdue**

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Save as more specifically provided in these presents and without prejudice to any other right, remedy or power herein contained or otherwise available to the Landlord if any sum of money payable in terms of this Lease shall have become due but remain unpaid for seven days after a written demand therefor the Tenant shall pay on demand to the Landlord (if the Landlord shall so require) interest thereon at the Prescribed Rate from the date of said demand until payment thereof (as well after as before any judgement).

## **TWENTY FOUR**

### **Land and Buildings Transaction Tax**

The Tenant will pay, the Land and Buildings Transaction Tax on the Lease within the statutory timescale and deliver on the date of entry hereof, the relevant completed Land and Buildings Transaction Tax Return, and thereafter, if requested by the Landlords deliver the Land and Buildings Transaction Tax Certificate to the Landlord to allow the Lease to be registered in the Books of Council and Session.

## **TWENTY FIVE**

### **Consent to Registration**

Both parties consent to registration hereof and of any Decree or Decrees arbitral, interim and final to be pronounced under Clause NINETEEN hereof and all other proceedings thereunder for preservation and execution: IN

WITNESS WHEREOF these presents typewritten on this and the twenty preceding pages, together with the Plan annexed hereto, are subscribed by the said Dr Lisa Cameron; MP, at East Kilbride on Twenty third October, Two Thousand and Fifteen before this witness [redacted] Solicitor, of [redacted]; and they are sealed with the Common Seal of the said South Lanarkshire Council and subscribed for and on its behalf by [redacted], all at Hamilton on the Twelfth November, Two Thousand and Fifteen.

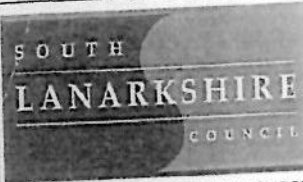


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And the said Lords grant Warrant for lawful execution hereon.

EXTRACTED by me having commission to that effect from the



 SOUTH LANARKSHIRE COUNCIL HOUSING & TECHNICAL RECOURCES ESTATES	O.S.Map	NS6354SW	Ward	West Mains	Drg. No.	20_2257	Rev.	B	
	Title No.	PTY2	A.R. No.						
	Client Ref.	<input type="checkbox"/>	Job Code	Lease Plan	Survey Date				
	Drawn/Date	03/08/15/SG	Checked		Issue Date				
Address			Civic Centre, Andrew Street, East Kilbride			Lessee			Dr Lisa Cameron M.P.

### Ground Floor Civic Centre

Contents shown shaded pink: 50 square metres or thereby.

THIS IS THE PLAN REFERRED TO IN THE FOREGOING  
 LEASE BETWEEN SOUTH LANARKSHIRE COUNCIL  
 AND DR. LISA CAMERON, MP, DATED 23 OCTOBER  
 AND 12 NOVEMBER 2015.