

# Development Management Sub-Committee

**10:00am Wednesday 12 August 2015**

Redevelopment and extension of show ground

Application reference: 10/01832/PPP

Royal Highland Centre,

Ingliston Road, Edinburgh EH28 8NE

<b>Item number</b>	-4.9
<b>Report number</b>	-
<b>Executive/routine</b>	
<b>Wards</b>	A01 - Almond

## Executive summary

The Sub-Committee is minded to grant planning permission and enter into a Section 75 Agreement with the Royal Highland & Agricultural Society of Scotland (RHASS) in respect of the redevelopment and extension of the Royal Highland Centre, Ingliston Road, Edinburgh. The terms of the Agreement have been agreed and set out in a report to the Sub-Committee dated 25 February 2015. In resolving to agree that report the Sub-Committee requested that a draft agreement be presented to it for its consideration before being concluded.

This report describes the principal clauses of the Section 75 Agreement to secure financial contributions to tram and other transport infrastructure considered necessary to support the redevelopment of the Royal Highland Centre over time, including the initial phases of development.

## Links

<b>Coalition pledges</b>	P15
<b>Council outcomes</b>	CO8, CO19, CO22
<b>Single Outcome Agreement</b>	SO1

## Royal Highland Centre

### Recommendations

---

- 1.1 The purpose of this report is to seek the Development Management Sub-Committee's approval to enter into a Section 75 Agreement with the Royal Highland & Agricultural Society of Scotland (RHASS) in relation to its masterplan proposals for the Royal Highland Centre, Ingliston Road, as described in application 10/01832/PPP.

### Background

---

- 2.1 The Sub-Committee is minded to grant planning permission to the redevelopment and extension of the Royal Highland Centre (RHC) subject to the conclusion of a suitable legal agreement to secure financial contributions towards the provision of transport infrastructure considered necessary to support new development.
- 2.2 At its meeting of 25 February 2015, the Sub-Committee considered a report that explained that in challenging economic circumstances the RHASS is unable to progress its development proposals for the RHC while the level of financial contribution remains at that sought when the Sub-Committee first considered this matter in 2011. The RHASS approached the Council with a proposal to reduce the level of financial contribution in the first instance with intention of meeting its full obligations over time as the redevelopment of the RHC progressed. The RHASS position is supported by financial appraisals which Council officers consider to be fair and reasonable. The level of financial contribution to be paid by the RHASS would remain significant and allow the initial phases of development at the RHC to proceed and be supported by necessary transport infrastructure improvements. On this basis the Sub-Committee agreed to enter into a Section 75 Agreement with the RHASS and asked that a draft Section 75 Agreement be presented to it for its approval before being concluded.
- 2.3 The planning application and the report to Sub-Committee of 25 February 2015 can be viewed by following the link provided in Background Reading / External References section of this report on page 5.

### Main report

---

- 3.1 The Sub-Committee is minded to grant planning permission to the RHC masterplan application subject to the conclusion of a suitable legal agreement to secure financial contributions to tram and other transport infrastructure considered necessary to support the proposed development. The Sub-Committee is also minded to enter into an agreement that allows the RHASS to pay, in the first instance, a reduced level of financial contribution but one that is sufficient to meet the cost of transport infrastructure considered necessary to support the initial phases of development at the RHC.

3.2 At its meeting of 25 February 2015, the Sub-Committee agreed to reduce the total financial contribution to support development at the RHC to £2,922,219, essentially by removing the cost of upgrading Eastfield Road. This figure comprises:

- £1,546,784 contribution to the tram project;
- £1,375,435 maximum contribution to measures identified in the WETA.

Other transport improvement works are to be delivered by the developer at defined points in the RHC redevelopment programme e.g. the development of new exhibition space, at no cost to the Council, namely:

- the erection of temporary signalisation for major event use;
- the location, design and erection of new eastbound and west bound bus stops on the A8 Glasgow Road; and
- the location, design and construction of a proposed signalised pedestrian crossing on Eastfield Road.

3.3 A draft Section 75 Agreement to secure the financial contributions described above is attached as Appendix A to this report. In summary, the principal clauses of the agreement state/ allow:

- that in respect of new hotel development a maximum tram contribution amounting to £363,830,10 or such lesser sum calculated at a rate of £1,581.87 per bedroom will be required;
- that in respect of new hotel development a maximum transport infrastructure amounting to £245,369,41 or such lesser sum at a rate of £1,066,82 per bedroom will be required;
- that transport improvement works (as described in para 3.2 above) are to be designed and erected/constructed by the RHASS at no cost to the Council;
- an allowance of 2,500 square metres 'net additional floor space' - which allows new floorspace to be developed while that which it is intended to replace can continue to operate until it is demolished; and
- The Agreement allows for the Council and the RHASS the option to intimate to the other that the terms of the clauses should be reviewed and if both parties agree that the terms of the clauses be modified.

**NB:**

- a) all contributions will be subject to the Construction Price Index from the date that planning permission is granted;
- b) future financial contributions will be secured as each component of the masterplan proposals come forward for consideration in the form of AMC applications.

3.4 The RHC masterplan proposals for the eastern section of the showground i.e. adjacent to Eastfield Road and described in application 10/01832/PPP promote:

- Hotel development(s) extending to: 12,391 square metres
- A Centre of Excellence 11,885
- Conference & leisure use 1,800
- Office: agriculture related business 7,644
- Office: on site relocation 5,040

-----  
Total 38,760 square metres

3.5 In addition to the provisions of the draft legal agreement, it is recommended that proposed condition 2 attached to planning permission 10/01832/PPP is amended to remove the restriction on the occupation of the class 4 office floorspace; which the sub-committee is presently minded to restrict to organisations or businesses with a primary purpose or direct functional link to farming and agriculture in Scotland. The sub-committee will recall that the Scottish Government recently withdrew the West Edinburgh Planning Framework which had contained strict office occupation criteria to ensure that only business use of a certain type and character located within the International Business Gateway, of which the present Royal Highland Centre forms part. In light of this changed policy position it is considered inappropriate to maintain this position in respect of office development at the Royal Highland Centre. Accordingly, it is recommended that condition 2 be amended to read:

2. *The total office floorspace shall be restricted to those described in the summary schedules of proposed buildings for plots 1, 2 & 3 in the Royal Highland Centre Masterplan Document: Planning & Access Statement (Revised East Section) dated April 2011.*

3.6 An amendment to the wording of condition 3 is also recommended to ensure that the floor space allowed by this application does not lead to additional floor space being created at the RHC overall. The draft Section 75 Agreement permits the RHASS an allowance of 2,500 square metres 'net additional floor space' the purpose of which is to allow new floorspace to be developed, excluding that associated with hotel developments, while that which it is intended to replace can continue to operate until it is demolished. This matter will essentially be controlled through the submission of phasing plans submitted in support of each AMC or detailed application indicating when the use of the existing floor space will cease and its demolition will commence. Accordingly, it is recommended that condition 3 be amended to read:

3. *A phasing plan shall be submitted with each AMC or detailed application indicating when the use of existing operational floor space will cease and the demolition of the buildings will take place; buildings should be demolished within 3 months of the date when they cease to be used for operational purposes. The floor space of the buildings to be demolished shall be at least equivalent to the floor space of that which has been built.*

## **Conclusion**

- 3.7 The draft Section 75 Agreement secures financial contributions to tram and other transport infrastructure considered necessary to support the first phases of development i.e. those at the eastern section of the RHC. The initial financial contribution proposed by the RHASS however is less than that sought by the Council when its proposals were first assessed; a proposal accepted by the Sub-Committee at its meeting of 25 February 2015. The draft Section 75 Agreement defines the initial contributions required to the tram other transportation projects, trigger points for the payment of further contributions over time and the provision for 'net additional floor space' to allow existing floor space to be used while new floor space is being built. Accordingly, it is recommended that the Council enters into a Section 75 Agreement with the Royal Highland & Agricultural Society of Scotland (RHASS) in relation to its masterplan proposals for the Royal Highland Centre, Ingliston Road, as described in application 10/01832/PPP.

## **Financial impact**

---

- 4.1 The conclusion of the Section 75 Agreement will allow the Council to secure financial contribution towards the provision of transport infrastructure considered necessary to support development proposed in application 10/01832/PPP and the wider Edinburgh International initiative.
- 4.2 The level of financial contribution proposed by the RHASS is £166,480 less than that required when assessed against the Council's developer contribution guidance and considered necessary to mitigate the full impacts of the development proposed. There is therefore a risk of a shortfall in the sum required to meet the full costs of providing the transport interventions identified in WETA and TISWEP.

## **Risk, policy, compliance and governance impact**

---

- 5.1 The planning application has been assessed and progressed in full accordance with statutory requirements and as such the level of risk is considered to be low.

## **Equalities impact**

---

- 6.1 There are no adverse impacts in terms of equalities or human rights arising from this report.

## **Sustainability impact**

---

- 7.1 The sustainability impact of the application was considered at the time of its assessment and consideration by the Development Management sub-committee on 27 April 2011. No further assessment has been undertaken in the preparation of this report.

## Consultation and engagement

---

- 8.1 Consultation and engagement was undertaken in respect of the application at the time of its assessment and consideration by the Development Management sub-committee on 27 April 2011. No further consultation or engagement has been undertaken in the preparation of this report.

## Background reading/external references

---

The RHC masterplan application can be viewed via the following link (10/01832/PPP):

- [Planning application in principle for redevelopment and extension of show ground site including show ground related uses, offices hotel\(s\) with public house licence, conference, exhibition, education, training and retail facilities including access, car parking and landscaping.](#)

Report by the Acting Head of Planning to the Development Management Sub-Committee meeting dated 25 February 2015:

- [Item 6.3 Royal Highland Centre Section 75 Agreement.](#)

The Second Proposed LDP and associated Action Plan can be viewed via the following links:

- **Edinburgh Local Development Plan: Second Proposed Plan**  
*June 2014 and supporting documents Link: [Second Proposed Local Development Plan](#)*
- **Second Proposed Action Plan**  
*June 2014 Link: [Second proposed LDP Action Programme \(updated May 2015\)](#)*

### David R. Leslie

Acting Head of Planning and Building Standards

Contact: Andrew Sikes, Team Manager, Major Developments - West

E-mail: [andrew.sikes@edinburgh.gov.uk](mailto:andrew.sikes@edinburgh.gov.uk) | Tel: 0131 469 3412

## Links

---

<b>Coalition pledges</b>	P15 Work with public organisations, the private sector and social enterprise to promote Edinburgh to investors
<b>Council outcomes</b>	CO8 Edinburgh's economy creates and sustains job opportunities CO19 Attractive Places and Well Maintained – Edinburgh remains an attractive city through the development of high quality buildings and places and the delivery of high standards and maintenance of infrastructure and public realm CO22 Moving Efficiently – Edinburgh has a transport system that improves connectivity and is green, healthy and accessible
<b>Single Outcome Agreement</b>	SO1 Edinburgh's economy delivers increased investment, jobs and opportunities for all
<b>Appendices</b>	A: Draft Section 75 Agreement

### **DRAFT** MINUTE OF AGREEMENT

between THE CITY OF EDINBURGH COUNCIL, the Local Authority for Edinburgh in terms of the Local Government etc. (Scotland) Act 1994, and having its principal office at City Chambers, High Street, Edinburgh (who and whose successors as the Planning Authority and Roads Authority respectively are hereinafter referred to as "the Council")

And

Royal Highland and Agricultural Society of Scotland, incorporated Under Royal Charter with Charitable Status conferred by the Inland Revenue Scottish Charity No: 4561, and having its Principal Office at Royal Highland Centre, Ingliston, Edinburgh EH28 8NF, Edinburgh (who with their successors in ownership of the Agreement Subjects as hereinafter defined are hereinafter referred to as "the Proprietors")

**CONSIDERING** (One) that the Council is the planning authority for the City of Edinburgh in terms of Section 1 of the Town and Country Planning (Scotland) Act 1997 (hereinafter referred to as "the 1997 Act");

(Two) that the Council is the roads authority for the City of Edinburgh in terms of Section 151 of The Roads (Scotland) Act 1984 (as said Section 151 is amended by Section 180 and Paragraph 135(10) of Schedule 13 to the Local Government etc. (Scotland) Act 1994);

(Three) that the Council as planning authority is entitled in terms of Section 75 of the 1997 Act, to enter into an agreement with any person interested in land in its district (in so far as the interest of that person enables him to bind the land) for the purpose of restricting or regulating the development or use of the land, either permanently or during such period as may be prescribed by the agreement;

(Four) that the Proprietors are the registered proprietors of the Agreement Subjects as hereinafter defined;

(Five) that the Proprietors have applied to the Council for planning permission in principle under the 1997 Act for the Development as hereinafter defined and the Council has resolved to grant said permission subject inter alia to an Agreement under Section 75 of the 1997 Act being entered into in the terms after-mentioned.

NOW THEREFORE the parties hereto have agreed and do hereby agree as follows:

**(FIRST)** In this Agreement the following expressions shall have the meanings respectively set opposite them unless the context otherwise requires:

**“Agreement Subjects”** means that part of the Royal Highland Centre being ALL and WHOLE that land known as and forming

[ registered/recorded in the RoS/Land Register for Scotland etc. ]; shown[ outlined and coloured red ] on the Plan;

**“Application”** means the application for planning permission in principle registered by the Council on 28<sup>th</sup> June 2010 under the Council's reference 10/01832/PPP for the Development;

**“AMC”** means any application for matters specified in conditions in terms of the Permission, and includes the Hotel Application and any application in respect of the Exhibition Hall;

**“Construction Price Index”** means the General Building Cost Index forecast figures as published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors on a monthly basis, or if that index ceases to be published or the basis upon which such index is calculated is substantially changed or rebased, such substitute or alternative index most likely to achieve an equivalent result as the parties may agree or, in the absence of agreement, as shall be determined pursuant to Clause () of this Agreement;

**“Commencement Date”** means the date on which the Development is initiated by the carrying out of any Material Operation;

**“Contributions”** means the Tram Contribution and the Transport Infrastructure Contribution;

**“the Development”** means the redevelopment and extension of the Royal Highland Showground site in accordance with the masterplan and to include showground related uses and the erection of offices, hotel(s) with public house licenses, conference, exhibition, education, training and retail facilities including access, car parking and landscaping, on the Agreement Subjects all in terms of “the Application”;

**“Edinburgh Tram Project”** means the proposals to construct and operate tram lines in Edinburgh including the provision of tram vehicles, tram stops, and all associated infrastructure, plant and equipment, as authorised by the Edinburgh Tram (Line One) Act 2006 and the Edinburgh Tram (Line Two) Act 2006 as may be amended from time to time; **“Exhibition Hall”** means a new exhibition hall presently proposed to be erected on the Exhibition Hall Site within the Agreement Subjects.

“**Exhibition Hall Site**” means the area of ground forming part of the Agreement Subjects lying to the west of Ingliston Road, presently occupied by British Car Auctions Limited and shown [delineated in ] on the Plan or such other area as may be agreed in writing by the Proprietors and the Council both acting reasonably in substitution therefore.

“**Hotel**” means the hotel currently proposed by the Proprietors to be erected on and shown outlined [ on the plan annexed and signed as relative thereto. ] part of the Agreement Subjects [and to be the subject of an AMC yet to be submitted to the Council];

“**Hotel Application**” means the application for planning permission for the Hotel which has yet to be submitted;

“**Hotel Planning Permission**” means any planning permission issued by the Council after determination of the Hotel Application

“**Indexed**” means increased in accordance with the following formula:

Where: *a* equals the Construction Price Index published as at the final date of signing  
of this Minute of Agreement,

*b* equals the Construction Price Index as at the date of payment of the  
relevant sum to be indexed, and

*c* equals the relevant sum to be Indexed;

“**Initial Tram Contribution**” means that part of the Tram Contribution amounting to a maximum sum of £363,830.10 or such lesser sum calculated at the rate of £1,581.87 per bedroom for the Hotel;

**Initial Transport Infrastructure Contribution** means that part of the Transport Infrastructure Contribution amounting to a maximum sum of £245,369.41 or such lesser sum calculated at the rate of £1,066.82 per bedroom for the Hotel;

“**Material Operation**” has the meaning given in section 27 of the 1997 Act save that for the purposes of this Minute of Agreement, the following works shall be deemed not to constitute a Material Operation: site clearance and ground investigation works, earthworks or erection of fencing and hoardings. For the avoidance of doubt, this definition excludes any material operation undertaken in terms of any valid planning permission granted before the date of the Permission; “**Net Additional Floor Space**” means the amount of New Development (sqm. Gross External Area) (GEA) proposed by the Proprietors to be built on the Agreement Subjects in terms of an AMC, which, for the avoidance of doubt, excludes (i) the Hotel and (ii) any New Development to the extent that it replaces any existing building(s) or construction(s) on the Agreement Subjects;

**“New Development”** means any new development on the Agreement Subjects, the subject of an AMC, which might reasonably be considered to affect directly and materially transport infrastructure under the West Edinburgh Transport Project.

**“Occupation”** means the date of issuing of a Certificate of Temporary Occupation by the Council's Building Standards Department;

**“Plan”** means the plan annexed and signed as relative hereto;

**“Permission”** means the planning permission for the Development registered by the Council under reference 10/01832/PPP on [ ] on 28 June 2010;

**“Tram Contribution”** means a financial contribution payable by the Proprietor to the Council towards the Edinburgh Tram Project in such sum and on such terms to be agreed in writing between the Council and the Proprietors, taking into account the Council's Developer Contributions Guidance [finalised in February 2013, issued in February 2014 and amended from time to time] ;

**“Transport Infrastructure Contribution”** means a financial contribution payable by the Proprietor to the Council towards the West Edinburgh Transport Appraisal Project to be agreed in writing between the Council (taking account of the Transport Infrastructure Study West Edinburgh Phase 1) and the Proprietors unless otherwise provided for herein.

**“Transport Improvement (A8 Signalisation) Works”** means the erection of temporary signalisation for major event use, (the design calculations to incorporate vehicle volumes associated with a typical showground event and the signal design, storage details and location to be approved by and completed to the satisfaction of the Council's Head of Transport)

**“Transport Improvement Works”** means (a) the location, design and erection of the new eastbound and westbound bus stops on the A8 Glasgow Road, and (b) the location, design and construction of the proposed signalised pedestrian crossing on Eastfield Road, both to be approved by and completed to the satisfaction of the Head of Transport.

**“Tram and Transport Infrastructure Contributions”** means The Tram Contribution and the Transport Infrastructure Contribution payable to the Council taking into account the Council's said Developer Contributions Guidance [finalised in February 2013, issued in February 2014 and amended from time to time [February 2014]] and the cost of implementing the West Edinburgh Transport Appraisal Project.

**“West Edinburgh Transport Appraisal Project” means [ ]** : West Edinburgh Transport Appraisal (2011)

**Net Additional Floor Space**

(SECOND) In determining Net Additional Floor Space there shall be made an allowance in the calculation of New Development of up to the 2500 sqm GEA of existing office space which continues to be occupied prior to relocation of the New Development which replaces it.

**Initial Tram Contribution and Tram Contribution**

(THIRD) Prior to the Hotel opening for business the Proprietors shall pay the Initial Tram Contribution Indexed to the Council.

The Council upon receipt of the Initial Tram Contribution shall pay such Initial Tram Contribution into a separate account held by the Council, and shall be invested so as to earn the best rate of interest that can reasonably be obtained by the Council.

In the event of the whole or any part of the Initial Tram Contribution which has been paid by the Proprietor in terms of this Agreement not being utilised by the Council by 31 December 2025 then the Initial Tram Contribution, together with any interest that has accrued thereon, shall be refunded to the Proprietors. The Proprietors agree that the Council may at their discretion utilise the Initial Tram Contribution for the purposes of transport infrastructure works in the location of the Agreement Subjects as are considered necessary for the purposes of improving traffic flow in that vicinity [ as may be agreed in writing].

Upon payment of the Initial Tram Contribution the obligation to make payment of the Initial Tram Contribution shall be deemed to have been discharged and subject to the terms of Section 75A of the 1997 Act as aftermentioned the Council shall enter into such documentation as the Proprietors may reasonably require to give full effect to this discharge including the release of any land allocated to the Hotel from the obligations contained in this Minute of Agreement.

**Initial Transport Infrastructure Contribution**

Upon payment of the Initial Transport Infrastructure Contribution the obligation to make payment of the Initial Transport Infrastructure Contribution shall be deemed to have been discharged and subject to the terms of Section 75A of the 1997 Act as aftermentioned the Council shall enter into such documentation as the Proprietors may require to give full effect to this discharge including the release of any land allocated to the Hotel from the obligations contained in this Minute of Agreement.

### **Tram Contributions and Transport Infrastructure Contributions**

(FIFTH) The Tram Contribution(s) and the Transport Infrastructure Contribution(s) will be payable by the Proprietors by instalments in addition to the Initial Tram Contribution and the Initial Transport Infrastructure Contribution as a consequence of approval of any AMC which constitutes Net Additional Floor Space. The amounts of the Tram Contributions and the Transport Infrastructure Contributions and the dates of such additional payments will be determined in the course of determination by the Council of any such AMC and will be the subject of additional agreements to be entered into among the Council, the Proprietors and other interested parties before the decision notice in respect of any such AMC will be issued by the Council. Upon payment of any instalment of Tram and Transport Infrastructure Contributions the obligation to make payment of such contribution shall be deemed to have been discharged and subject to the terms of Section 75A of this 1997 Act as aftermentioned the Council shall enter into such documentation as the Proprietors may require to give full effect to this discharge including the release of any land relevant to said instalment from the obligations contained in this Minute of Agreement.

### **Transport Improvement (A8 Signalisation) Works**

(SIXTH) Prior to the Occupation of the Exhibition Hall and subject to the Proprietors obtaining all necessary consents and permissions to carry out and complete the Transport Improvement (A8 Signalisation) Works the Proprietors will carry out and complete the Transport Improvement (A8 Signalisation) Works at their sole expense and at no cost to the Council..

### **Transport Improvement Works**

(SEVENTH) Prior to the Occupation of the Exhibition Hall and subject to the Proprietors obtaining all necessary consent and permissions to carry out and complete the Transport Improvement Works the Proprietors will carry out and complete the Transport Improvement Works at their sole expense and at no cost to the Council.

### **Review of Tram and Transport Infrastructure Contributions**

(EIGHTH) Before the payment of any contribution (including the Initial Tram Contribution and the Initial Transport Infrastructure Contribution) becomes payable by the Proprietors, the Proprietors and the Council shall have the option to intimate to the other that the terms of the said Clauses shall be reviewed and if both parties agree the terms of the said clauses may be modified in terms of Clause NINTH of this Minute of Agreement, all subject to the terms of Section 75A of the 1997 Act;

#### Discharge and Modification

(NINTH) In the event that the Proprietors wish to modify and/or discharge the whole or any part of this Agreement, the terms of Section 75A of the 1997 Act shall apply.

In the event of the Permission being revoked or in any way falling or in the event that no Commencement of Development occurs within the permitted period of time these presents shall fall and be deemed pro non scripto and the Council shall grant, execute and deliver to the Proprietors a discharge of this Minute of Agreement.

#### Assignment

(TENTH) The Proprietors shall not transfer or assign their rights and obligations under this Agreement or dispose of their interests in the Agreement Subjects prior to the registration of this Agreement in the Land Register of Scotland unless the Council are formally notified.

#### Arbitration

(ELEVENTH) Any dispute of any kind which may arise between the parties hereto and their successors regarding this Agreement shall be referred, on the application of any party, to the decision of an Arbitrator seated in Scotland, to be mutually agreed by the parties and failing agreement appointed by the Sheriff Principal of Lothian and the Borders at Edinburgh on the application of any party and the decision of such Arbitrator, including any award of expenses, shall be final and binding on the parties subject to the provisions of the Arbitration (Scotland) Act 2010 under declaration that i) the juridical seat of the arbitration is Scotland and ii) rule 41 and rule 69 of the Scottish Arbitration Rules contained in Schedule 1 of the Arbitration (Scotland) Act 2010 shall not apply and failing such award the cost of any such arbitration shall be borne equally by the parties.

#### Enforceability

(TWELFTH) This Minute of Agreement is made pursuant to Section 75 of the 1997 Act and it is agreed by the Council and the Proprietors that the obligations undertaken by the Proprietors in this Minute of Agreement shall be enforceable at the instance of the Council as planning and roads authority against the Proprietors and persons deriving title to the Agreement Subjects or any

part thereof from the Proprietors unless specific obligations are discharged in accordance with Clause [ NINTH ]

1.1.1 The terms of this Agreement shall not be binding on any utility company that acquires part of the Agreement Subjects for the purposes of providing services to the Development and the liability under this Agreement shall continue.

1.1.2 Nothing (contained or implied) in this Agreement shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

### **Expenses**

(THIRTEENTH) The Proprietors shall meet the Council's reasonable legal expenses and outlays properly incurred in the negotiation, drafting, preparation, completion and registration of this Minute of Agreement, such sum not to exceed 3,000 (excluding VAT and outlays) and to include the provision of two Extracts of the Minute of Agreement for the Council's own use. .

### **Miscellaneous**

(FOURTEENTH) Nothing in this Minute of Agreement shall require the Proprietors to carry out works or undertake any obligations whatsoever in upon or under any land for which they do not have the necessary rights and which is not either in their ownership or control unless such land and such rights appropriate are made available at nil cost at an appropriate time to allow the carrying out of such works or obligations.

Except in the case of an antecedent breach (in which case the relevant provisions of this Agreement shall continue to apply), the terms of this Minute of Agreement shall not apply to any former owner of the Agreement Subjects and the Parties agree that section 75C of the 1997 Act is hereby excluded.

Where under this Agreement any notice, costing, specification, plan, certification, agreement or action response is required to be given or reached or taken by either party or any response is required, then any such notice, costing specification, plan, certificate, agreement, action or response shall not be unreasonably withheld or delayed.

(FIFTEENTH) This agreement shall be contracted in accordance with Scots Law.

### **Registration**

(SIXTEENTH) The parties consent to registration hereof for preservation and execution: IN WITNESS WHEREOF

MINUTE OF AGREEMENT under Section 75 of the Town and Country Planning (Scotland) Act 1997 between

THE CITY OF EDINBURGH COUNCIL and

ROYAL HIGHLAND and AGRICULTURAL SOCIETY of SCOTLAND

Subjects:-Royal Highland Centre, Ingliston, Edinburgh

R00383.1044 24551665 1 PEM