

LEASE  
between  
NINIAN JOHN CRICHTON-STUART  
and  
FALKLAND TENNIS CLUB SCIO

2021  
RDB/JYT/FAL0001.0017

Subjects: Tennis Club at Falkland

Anderson Strathern LLP  
1 Rutland Court  
Edinburgh  
EH3 8EY  
FAS: 2208

## **LEASE**

### **BETWEEN**

- (1) **NINIAN JOHN CRICHTON-STUART**, residing at Keeper's Apartment, Falkland Palace, High Street, Falkland, KY15 7BY (the "Landlord"); and
- (2) **FALKLAND TENNIS CLUB SCIO**, a Charity incorporated in Scotland (Charity Number SC050989) and having a principal contact address at Falkland Tennis Club, Dunshalt Road, Falkland, KY15 7DB (the "Tenant");

**IT IS AGREED** as follows:-

#### **1 DEFINITIONS**

1.1 In this Lease unless the context otherwise requires:-

**"Contamination"** means the presence of any Hazardous Substances in, on, at under or from the Property;

**"Contaminative Use"** means a use which causes or contributes towards the creation or release of Contamination;

**"Date of Entry"** means 19 December 2020;

**"Enactment"** means:-

(a) any Act of Parliament; and

(b) any European Community legislation or decree or other supranational legislation or decree having effect as law in the United Kingdom

and reference (whether specific or general) to any Enactment include (in the absence of provisions to the contrary) any statutory modification or re-enactment of it for the time being in force and any order, instrument, plan, regulation, permission or direction made or issued under it or under any Enactment replaced by it or deriving validity from it;

**"Environment"** shall mean as defined in Section 1 of the Environmental Protection Act 1990 and shall include man, property, flora, fauna

and the ecosystems upon which they depend;

**“Environmental Laws”**

means all statutes and subordinate legislation, all European Community regulations and directives, all common law and other national or local laws, all regulations, orders, by-laws or directions and all judgements, orders, instructions or awards of any court or competent authority insofar as any of the above relate to health and safety or the environment including without prejudice to the foregoing generality the provisions of the Environmental Protection Act 1990, the Control of Pollution Act 1974 or the Environment Act 1995 (the term “environment” having the same definition as stated in section 1(1) of the Environmental Protection Act 1990) all as amended or re-enacted from time to time;

**“Grassum”**

means the sum of Fifteen Thousand Pounds (£15,000) Sterling (exclusive of VAT);

**“Hazardous Substances”**

means any substances whether solid, liquid or gaseous form which are capable of causing harm to human health or to the Environment whether alone or in combination with any other substances;

**“Plan”**

means the plan annexed to this Lease;

**“Planning Act”**

means:-

- (a) the Town and Country Planning (Scotland) Act 1997 as amended by the Planning etc (Scotland) Act 2006; and
- (b) the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997;

all as may be substituted or amended from time to time;

<b>“Property”</b>	means All and Whole the area of ground at Falkland shown coloured pink which property forms Part and Portion of the subjects more particularly described in and disposed by Disposition by Ian Robert Pitman W.S., John Balfour M.C. and The Most Honourable John Sixth Marquess of Bute as Trustees of Major Michael Duncan David Crichton-Stuart in favour of Ninian John Crichton-Stuart dated 13, 20 and 26 all days in April 1984 and recorded in the Division of the General Register of Sasines applicable to the County of Fife on 17 January 1985 Together with the club house, tennis courts and other erections thereon;
<b>“Rent”</b>	means the sum of One Pound (£1) Sterling per annum (exclusive of VAT);
<b>“Requisite Consents”</b>	means permissions, consents, approvals, licences, certificates or permits:-  (a) whether of a public or private nature; and  (b) which are or may be required in relation to the Use;
<b>“Term”</b>	means the period of fifty years starting on the Date of Entry subject to prior termination in accordance with this Lease;
<b>“Use”</b>	means the operation of a tennis club on the Property with a club house, tennis courts and parking area for use in connection with the said tennis club;
<b>“VAT”</b>	means value added tax and any tax of a similar nature substituted for it or imposed in addition to it;

## **2 INTERPRETATION**

2.1 In this Lease unless the context otherwise requires:-

- 2.1.1 if a party comprises two or more persons covenants made by that party take effect as joint and several obligations, the singular includes the plural and vice versa and reference to one gender includes reference to others:-
- 2.1.2 an obligation not to do an act or thing implies an obligation not to permit or suffer such act or thing to be done by another person within the control of that party;
- 2.1.3 references to a statute are references to the statute as amended and to subordinate legislation issued under or deriving validity from it;
- 2.1.4 a requirement for an approval or for something to be approved is a requirement for an approval issued and for the relevant matter to be approved in writing and in advance;
- 2.1.5 the Tenant includes (in substitution) the Tenant's successors in title and assignees; and
- 2.1.6 the Landlord includes the Landlord's successors in title.

### **3 THE GRANT**

The Landlord in consideration of the rent, the grassum and other prestations hereinafter mentioned HEREBY LETS the Property to the Tenant for the Term. Declaring that there are reserved to the Landlord and any party deriving right from them and to any local or public authority or statutory undertaker and their respective successors all drains, pipes, cables, equipment, apparatus and others belonging to or under their control situated in, on, under or about the Property with a right of access at all reasonable times for the purpose of inspecting, repairing, altering, approving, cleaning, emptying, maintaining, renewing, removing or altering the same subject to them exercising such rights so as to cause the least practicable disturbance to the Tenant and their business and their making good any damage caused in the exercise thereof (but for the avoidance of doubt the Landlord shall have no responsibility or liabilities in respect of the exercise of the rights reserved to any local or public authority or statutory undertaker or their successors aforesaid) and the Property is let subject to all servitudes, wayleaves and other rights, whether formally constituted or not, currently affecting the Property and the Landlord reserves the power to grant further wayleaves and servitudes provided that the grant of such wayleaves or servitudes by the Landlord does not substantially interfere with or materially affect the quiet enjoyment and use of the Property or the provision of all necessary services and access thereto on all necessary occasions or the Tenant's business operated from the Property or any other rights granted to the Tenant under this Lease.

#### **4 RENT AND OTHER PAYMENTS**

- 4.1 The Tenant undertakes to the Landlord to pay yearly in advance throughout the Term the Rent, the first payment falling due on the Date of Entry.
- 4.2 The Tenant undertakes to the Landlord to pay the Grassum on the Date of Entry.

#### **5 TENANT'S OBLIGATIONS**

The Tenant undertakes throughout the currency of this Lease:

- 5.1 to pay and discharge all rates, taxes, duties, levies, charges, assessments, impositions and outgoings whatsoever whether parliamentary, regional, district, parochial, local or taxed, assessed, charged or imposed upon or payable arising from the Tenant's occupancy of the Property or on any part thereof or on the owner or occupier in respect thereof (including, without prejudice to the foregoing generality any annual discharge consent payable in respect of the private septic tank serving the Property) except any tax assessed upon the Landlord as a consequence of the grant of this Lease or as a result of the Landlord's disposal of or dealing with, or deemed disposal of or deemed dealing with their interest in the Property, and to pay and discharge all proper VAT (if applicable) on any rent or other sums of money chargeable thereto which shall be due from the Tenant under or by virtue of the provisions of this Lease and at all times to keep the Landlord indemnified against liability to pay VAT on the same, the Landlord being bound to issue valid VAT invoices in return therefor;
- 5.2 to pay all costs and charges whatsoever incurred for or in connection with gas, electric current and power (including electric current and power consumed in the operation of the private septic tank serving the Property), water, sewerage and other utilities supplied to the Property during the currency of this Lease and forthwith, on demand, to keep the Landlord fully indemnified of all liability arising thereby; Without prejudice to the foregoing generality the Tenant shall be responsible for the charges in respect of the supply of water to the Property which charges shall be calculated with reference to the water meter serving the Property;
- 5.3 to pay, on demand, to the Landlord interest at the rate of Five percentage points above the base rate (or its equivalent) of The Royal Bank of Scotland plc or of such other clearing Bank as may be nominated by the Landlord from time to time on all monies (including, without prejudice to the foregoing generality, the rents payable under this Lease or any part or parts thereof) due by the Tenant to the Landlord under or by virtue of this Lease in the event that the same shall not be paid on the due date, running said interest from the due date or term for payment during the non-payment of the same. For the purpose of the Landlord's hypothec, any interest due by the Tenant to the Landlord under or by virtue of the provisions of this Lease shall be

regarded as additional rent due by the Tenant to the Landlord in respect of the Property;

- 5.4 not to use or permit or suffer the Property or any part thereof to be used otherwise than for the Use save with the prior written consent of the Landlord which decision thereon will not be unreasonably delayed. Without prejudice to the foregoing generality the Tenant shall not use the Property or any part thereof for any public exhibition or entertainment (save for any fund raising activities undertaken by or on behalf of the Tenant) for any auction or for any illegal or immoral purpose or for betting or gaming or for any noisy, noxious or dangerous trade, manufacture or business or as a private dwellinghouse or allow any person to reside in the same other than in accordance with the Use; Without prejudice to the foregoing generality not to use the Property for any Contaminative Use;
- 5.5 For the avoidance of doubt, no sub-letting of the club house separately from the remainder of the Property is permitted;
- 5.6 to comply with all Planning Acts, Environmental Law, health and safety legislation and any other Enactment or any Requisite Consent affecting the Property and/or its use by the Tenant and at all times to keep the Landlord indemnified against all claims, demands and liability in respect thereof. If and when called upon so to do, to produce to the Landlord all such plans, documents and other evidence as the Landlord may reasonably require in order to satisfy the Landlord that the provisions of this clause have been complied with in all respects;
- 5.7 to accept the Property and any fixtures, fittings and other items in or on the Property which belong to the Landlord as being in good tenable condition and repair and at the Tenant's sole cost to put and keep the Property and the Landlord's said fixtures, fittings and other items in good and substantial repair and maintained and cleansed in every respect. Prior to the Date of Entry the Landlord shall prepare a photographic record of condition of the Property (the "Record of Condition") in duplicate (one copy for the Tenant) which Record of Condition shall be used as a benchmark for the purpose of determining the Tenant's obligations in terms of clause 5.15 of this Lease;
- 5.8 to keep all parts of the Property, including the trees situated on the Property, in a neat and tidy condition, well drained, well stocked where appropriate and free from weeds and otherwise unobstructed all to the reasonable satisfaction of the Landlord;
- 5.9 subject to the works which the Landlord has agreed to at clause 5.10, not to remove trees from the Property without the written consent of the Landlord save that the Landlord agrees to abide by any recommendations (including removal) contained in an independent survey or report prepared by an independent experienced arboriculturalist, to be appointed by the Landlord, in respect of the trees on the Property, which said independent survey or report and any works recommended therein shall be paid for by the Tenant;

- 5.10 to carry out at its sole expense the recommended works detailed in the Further Inspection Arboricultural Report by Blebo Tree Surgery dated 2 August 2020, which said works shall be carried out all to the satisfaction of the Landlord;
- 5.11 to take all reasonable precautions to prevent the discharge or escape onto or from the Property of any Hazardous Substances and shall take reasonable precautions to prevent anything that causes Contamination and shall indemnify the Landlord against any action or proceedings raised against the Landlord resulting from a breach by the Tenant of the Tenant's obligations in terms of this clause. In the event of any Contamination being caused by the Tenant it shall be eradicated and the Property restored to its former uncontaminated condition to the satisfaction of the Scottish Environment Protection Agency or their successors and the Landlord;
- 5.12 to empty, maintain (including regular servicing of the tank and its motor), repair and (if necessary) renew the private septic tank and the outfall or tail drain or soakaway serving the Property at the Tenant's sole cost and to the reasonable satisfaction of the Landlord and the Scottish Environment Protection Agency (SEPA) or their successors. Declaring that the Tenant will reinstate to the reasonable satisfaction of the Landlord all damage caused to any adjoining or neighbouring property belonging to the Landlord by exercise of the rights of access under this Lease and that the Tenant will be bound and obliged to free, relieve and fully indemnify the Landlord from and against all or any claims arising out of or in any way connected with the Tenant's use of the said septic tank and the outfall or tail drain or soakaway serving the Property;
- 5.13 not to flush, pour or dispose of anything down any drain or into the septic tank which is a chemical, Hazardous Substance and/or non-biodegradable including (notwithstanding and without prejudice to the foregoing) animal/chicken fat, feminine hygiene products, babies nappies, cigarette ends, paper towels, baby/face wipes, dental floss, coffee grounds, condoms, bleach, paint and grease;
- 5.14 not to do upon or in connection with the Property anything which shall be a nuisance or cause of damage to the Landlord or to any adjoining or neighbouring property or the owner or occupier thereof and without prejudice to the foregoing generality not to bring upon or keep on the Property any dangerous, inflammable or explosive substance except in such quantity and manner as shall comply with all relevant statutory requirements; provided that nothing contained in this clause shall prohibit the bringing on to the Property of anything normally to be expected in a well run business of the nature of the Tenant's business provided further that the Tenant complies with all relevant statutory requirements;
- 5.15 at the expiry or sooner termination of this Lease quietly and without any warning away or other process of law notwithstanding any law or practice to the contrary (i) to surrender the Property to the Landlord in no less a condition than is evidenced by the Record of Condition fair wear and tear excepted



and that in such state and condition as shall in all respects be consistent with a full and due performance by the Tenant of the obligations herein contained and; (ii) if required by the Landlord, to remove the club house, the tennis courts, septic tank and any other works from the Property;

- 5.16 to permit the Landlord or their surveyors or agents or such other persons as may be authorised by them respectively, with any necessary appliances, at all reasonable times and on reasonable prior written notice being given (or at any time in the case of an emergency) to enter upon, inspect and examine the Property for the purpose of verifying the Tenant's compliance with their obligations in terms of this Lease, subject to them exercising such right so as to cause the least practicable disturbance to the Tenant and their business and their making good any damage caused in the exercise thereof;
- 5.17 within twenty eight days (after notice of any defects in the due implementation by the Tenant of its obligations herein contained shall have been given by the Landlord to the Tenant, to make good the same according to such notice and the provisions in that behalf herein contained failing which it shall be lawful for workmen or others to be employed by the Landlord to enter upon the Property, with all necessary appliances, and make good said defects (or any of them) and all expenses incurred thereby shall on demand be paid by the Tenant to the Landlord;
- 5.18 subject as aftermentioned, not without the consent in writing of the Landlord being first obtained (which decision thereon will not be unreasonably delayed) nor except in accordance with plans and specifications previously submitted in duplicate to approved by the Landlord nor except to the reasonable satisfaction of the Landlord to make or permit or suffer to be made any external or internal alterations or additions whatsoever, in or to the buildings for the time being comprised in the Property or to erect or suffer to be erected any walls or fences on the Property or to make or permit or suffer to be made any alteration in any wall, road, fence or other structure on the Property or to make or permit or suffer to be made any alteration in the layout of any other or parts of the Property;
- 5.19 to obtain and renew any Requisite Consents;
- 5.20 to maintain, repair, replace and renew boundary walls on the Property at all times;
- 5.21 not to paint, write, place, affix, attach or exhibit nor permit or allow to be painted, written, placed, affixed, attached or exhibited any figure or letter or any pole, flag, signboard, advertisement, inscription, bill, placard or sign whatsoever which is visible from outwith the Property without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed; declaring however that nothing herein contained shall prevent the Tenant from displaying their usual trade, business and identification notices, posters and signs from the interior of the Property or from erecting, exhibiting and maintaining on the exterior of the Property such advertising and identification posters, signs and notices as may accord with the Tenant's

usual practice subject to the Tenant having first obtained all local authority permissions therefor;

- 5.22** not to permit any new servitude, wayleave or right of way to be acquired against or over the Property or any part thereof and in case any servitude or other right whatsoever shall be attempted to be made or acquired by any person or persons whomsoever to give notice thereof in writing to the Landlord forthwith the same shall come to the notice of the Tenant and to do all such things as may be proper for preventing any new servitude or other right being made or acquired;
- 5.23** to perform and observe any real liens, burdens, conditions, restrictions, servitudes, agreements or others howsoever constituted affecting any part or parts of the Property as may be disclosed in the Landlord's title deeds so far as the same remain subsisting and capable of taking effect and to free, relieve and indemnify the Landlord of, from and against all actions, costs, claims and demands which may or be occasioned in respect of any such real liens, burdens, conditions, restrictions, servitudes, agreements or others as consequence of the Tenant's occupancy of the Property;
- 5.24** not without the consent in writing of the Landlord (which consent shall not be unreasonably withheld or delayed in the case of an assignee or sub-tenant of the whole of the Property who is demonstrably respectable, responsible, of sound financial standing and no less good covenant and capable of fulfilling the obligations of the Tenant under this Lease) to assign or charge this Lease or to sub-let the Property in whole or part. The Tenant shall be responsible for the Landlord's legal costs (including VAT and outlays) properly incurred in connection with any assignation, charging or sub-letting of the Tenant's interest in this Lease;
- 5.25** to give notice forthwith to the Landlord of notices, permissions, orders or proposals for a notice or order given or issued to the Tenant by or on behalf of any Government Department or local or public authority or statutory body under or by virtue of any statutory power, and forthwith to give to the Landlord a copy of each such notice, permission, order or proposal and, if reasonably required by the Landlord to make or join in making such reasonable objections or representations in respect of any such notice, order or proposal as the Landlord acting reasonably may require;
- 5.26** to indemnify and keep indemnified the Landlord from liability in respect of any injury to or the death of any person, damage to any property, heritable or moveable, any interdict or Court action, the 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 alteration to or to the use hereinbefore permitted of the Property or from any failure or omission by the Tenant in the implementation and observance of the obligations on their part herein contained or referred to and from all proceedings, costs, claims and demands of whatsoever nature in respect of any such liability or alleged liability;

- 5.27 to insure and keep insured the club house and its contents, the tennis courts and ancillary facilities (including, but not limited to pipes, cables, drains and septic tank) situated on the Property against damage and all other usual risks with some Insurance Office of repute and whenever reasonably required by the Landlord to produce the said policy for such insurance and the receipt for the current year's premiums; Furthermore, the Tenant shall be bound and obliged throughout the whole duration of this Lease properly to insure itself against public liability for a minimum level of FIVE MILLION POUNDS (£5,000,000) STERLING or such other sum as the Landlord shall require, and will on demand exhibit to the Landlord the insurance policy and the termly receipts for the premiums payable thereunder; and
- 5.28 not, by act or omission, to cause any insurances effected by the Tenant to become void or voidable or any monies payable thereunder to be withheld;
- 5.29 in the event of the Property or any part thereof being damaged or destroyed from any cause whatever, (i) to give notice thereof to the Landlord without any delay and (ii) to pay the amount of each and every excess carried by the Tenant under the insurance policy or policies effected by them under clause 5.27 of this Lease; and
- 5.30 if requested by any member of the Crichton-Stuart family of Falkland, to provide them with free membership of the tennis club to be operated from the Property in accordance with this Lease at any time during the Term.

## **6 COMPENSATION AT EXPIRY**

The Tenant, for themselves and their permitted successors and assignees and sub-tenants, hereby waives and discharges all and any rights which they have or hereafter come to have, under or by virtue of any present or future statute, instrument or order to claim compensation for any improvements or works which they may have carried out on or to the Property or otherwise from the Landlord on the expiry or earlier termination of this Lease.

## **7 RENUNCIATION**

For the avoidance of doubt, any rights of the Tenant in the Lease between Ian Robert Pitman W.S., John Charles Balfour M.C. D.L. and The Most Honourable John Sixth Marquess of Bute as Executors Nominated of the Late Major Michael Duncan David Crichton-Stuart and the Tenant dated 23 December 1981 and 9, 25 and 27 January 1982 as varied by Minute of Variation between the Landlord and the Tenant dated 13 September 1998 and 22 September 1998 are hereby renounced.

## **8 LANDLORD'S OBLIGATIONS**

The Landlord undertakes throughout the currency of this Lease:-

- 8.1 In the event that the Property or any part thereof shall at any time be destroyed or damaged as to be unfit or rendered unfit for occupation or use

then this Lease shall not be determined by reason of the destruction in whole or in part of the Property but shall nevertheless endure for the whole period thereof;

- 8.2 Under the reservations, conditions and others herein contained or referred to, to warrant this Lease to the Tenant at all hands and against all mortals.;

## 9 LANDLORD'S RESERVED RIGHTS

There are reserved to the Landlord:-

- 9.1 A right of access to the Property to confirm that the Tenant is complying with its obligations under this Lease;
- 9.2 A right of pedestrian and vehicular access over the Property to the adjoining land belonging to the Landlord for all purposes subject to the Landlord exercising such rights so as to cause the least practicable disturbance to the Tenant and their business.

## 10 IRRITANCY

If the Rent or Grassum or any part thereof shall be unpaid for fourteen days after any of the days appointed for payment thereof whether the same shall have been lawfully demanded or not or if there shall be any other material breach, non-observance or non-performance by the Tenant of any of their material obligations under this Lease or under any deed or document entered into by or on behalf of the Landlord and the Tenant with reference to this Lease or if either the Tenant shall go into liquidation (other than for reconstruction or amalgamation on terms approved by the Landlord in writing) or a receiver or administrator of the Tenant shall be appointed or in the case of the Tenant not being a corporation if the Tenant shall become apparently insolvent or bankrupt or be sequestered or sign a trust deed for their creditors or cease trading then and in any such case the Tenant shall at the sole option of the Landlord forfeit all right and title under these presents and if such option of forfeiture be exercised this Lease shall become ipso facto null and void and that without the necessity of any declarator, process of removal or other process at law and the Property shall thereupon revert to the Landlord who shall be entitled to enter upon the possession thereof, uplift rents, eject tenants and occupiers and thereafter use, possess and enjoy the same free of all claims by the Tenant as if this Lease had never been granted but without prejudice and reserving to the Landlord their right of action in respect of any antecedent breach of the Tenant's obligations herein contained which irritancy is hereby declared to be pactional and not penal and shall not be purgeable at the Bar: Declaring that the Landlord shall not be prevented from exercising the power of irritancy hereby created by reason only of their being in breach of the obligations incumbent upon the Landlord in terms of this Lease, unless such Landlord's breach is of a material nature. Provided that (i) in the case of a breach or non-observance of this Lease

which is capable of being remedied, albeit late, the Landlord shall not exercise such right of irritancy unless and until they shall have first given written notice of the breach or non-observance to the Tenant and to every creditor notified in writing by the Tenant to the Landlord (referring to the Landlord's right of irritancy) under any then existing standard security or floating charge affecting the Tenant's interest in this Lease requiring the same to be remedied and the Tenant or any such creditor shall have failed to remedy the same within the time prescribed within the notice (declaring that when the breach is the failure to pay any money a reasonable time shall be a period of fourteen days only); and (ii) in the case of the Tenant going into liquidation (other than for reconstruction or amalgamation as aforesaid) or suffering a receiver or administrator being appointed the Landlord shall allow the liquidator and any such creditor as aforesaid ("Relevant Party") a period of six months from the date of such appointment in which to dispose of the Tenant's interest in this Lease and shall only be entitled to irritate this Lease if the Relevant Party shall have failed to dispose of the Tenant's interest at the end of the said period; provided always that the Relevant Party shall within twenty one days of his appointment accept in self-proving writing full responsibility for payment of the Rent and Grassum and for the performance of all other obligations of the Tenant under this Lease from the date of liquidation, receivership or administration as the case may be to the date of disposal or the expiry of the said period of six months, whichever is the earlier, including settlement of any arrears of rent and the performance of any outstanding obligations which may subsist at the date of liquidation, receivership or administration as the case may be and it is hereby declared that the Landlord shall deal with any request to assign this Lease made by the Relevant Party (to the extent such consent is required pursuant to provisions of this Lease) in the same manner as if the request had been made by the Tenant. The Landlord's rights under this clause shall be subject to the provisions of Sections 4, 5 and 6 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1985.

**11 NO WAIVER**

The demand for and/or acceptance of rent (or any other monies due by the Tenant hereunder) by the Landlord or their agents shall not constitute or shall not be construed to mean a waiver of any of the obligations on the part of the Tenant herein contained or referred to or of the Landlord's remedies for the non-performance or non-observance thereof.

**12 NO WARRANTY**

Nothing, whether contained herein or otherwise, shall be deemed to constitute any warranty by the Landlord that the Property or any part thereof is authorised for use under the Planning Act for any specific purpose or as to the suitability or fitness of the Property therefor.

### **13 NOTICES**

Any notice, request, 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 (i) if the Tenant is a corporation to the registered office from time to time of the Tenant; (ii) if the Tenant is not a corporation to the address last intimated in writing to the Landlord; or (iii) in any case to the Property. Any notice to the Landlord shall be sufficiently served if sent by Recorded Delivery Post to The Stables, Falkland Estate, Cupar, KY15 7AS or such other address in the United Kingdom as is last intimated in writing to the Tenant. Any notice sent by Recorded Delivery Post shall be deemed to have been duly served at the expiry of two days after the day of posting. 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 place to which it was so addressed.

### **14 EXPENSES**

The Tenant shall be responsible for:


- 14.1 all Land and Buildings Transaction Tax due in respect of this Lease;
- 14.2 the dues of registration of this Lease in the Books of Council and Session and of obtaining two Extracts thereof (one for the Landlord);
- 14.3 the Landlords' reasonable legal costs incurred in connection with this Lease.

### **15 ARBITRATION**

Any dispute or difference between the Landlord and the Tenant with respect to the construction or effect of this Lease or the respective rights, duties or obligations of the parties hereunder shall, unless otherwise provided in this Lease, be determined by a single arbitrator to be appointed by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors on the application of either party in accordance with 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.

16 CONSENT TO REGISTRATION

The parties hereto consent to registration hereof and of all memoranda by or on behalf of the parties hereto for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the 13 preceding pages together with the plan, annexed are signed as follows:-

  
Signature of witness

DOUGLAS A. YOUNG  
Full name of witness (print)

R. L. QUORSTANE

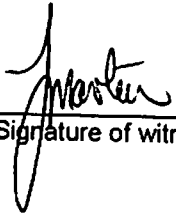
FALKLAND

FREE, WIS 700  
Address

  
NINIAN JOHN CRICHTON-STUART

6th September 2021  
Date of signing

Falkland.  
Place of signing


  
Signature of witness

JAMES MARTIN  
Full name of witness (print)

c/o 6 BELL STREET,

ST ANDREWS,

KY16 9UD  
Address

  
ALI MASSOUD ANSARI as Trustee and  
Authorised Signatory for Falkland Tennis Club  
SCIO

17 JULY 2021  
Date of signing

FALKLAND  
Place of signing

*J Martin*

Signature of witness

JAMES MARTIN

Full name of witness (print)

C/O 6 BELL STREET,

ST ANDREWS,

KY16 9UX

Address

*Colin John Drummmond*

COLIN JOHN DRUMMOND as Trustee and  
Authorised Signatory for Falkland Tennis Club  
SCIO

17 JULY 2021

Date of signing

FALKLAND

Place of signing

*J Martin*

Signature of witness

JAMES MARTIN

Full name of witness (print)

C/O 6 BELL STREET,

ST ANDREWS,

KY16 9UX

Address

*Tom Laurence Barker*

TOM LAURENCE BARKER as Trustee and  
Authorised Signatory for Falkland Tennis Club  
SCIO

20 JULY 2021

Date of signing

FALKLAND

Place of signing



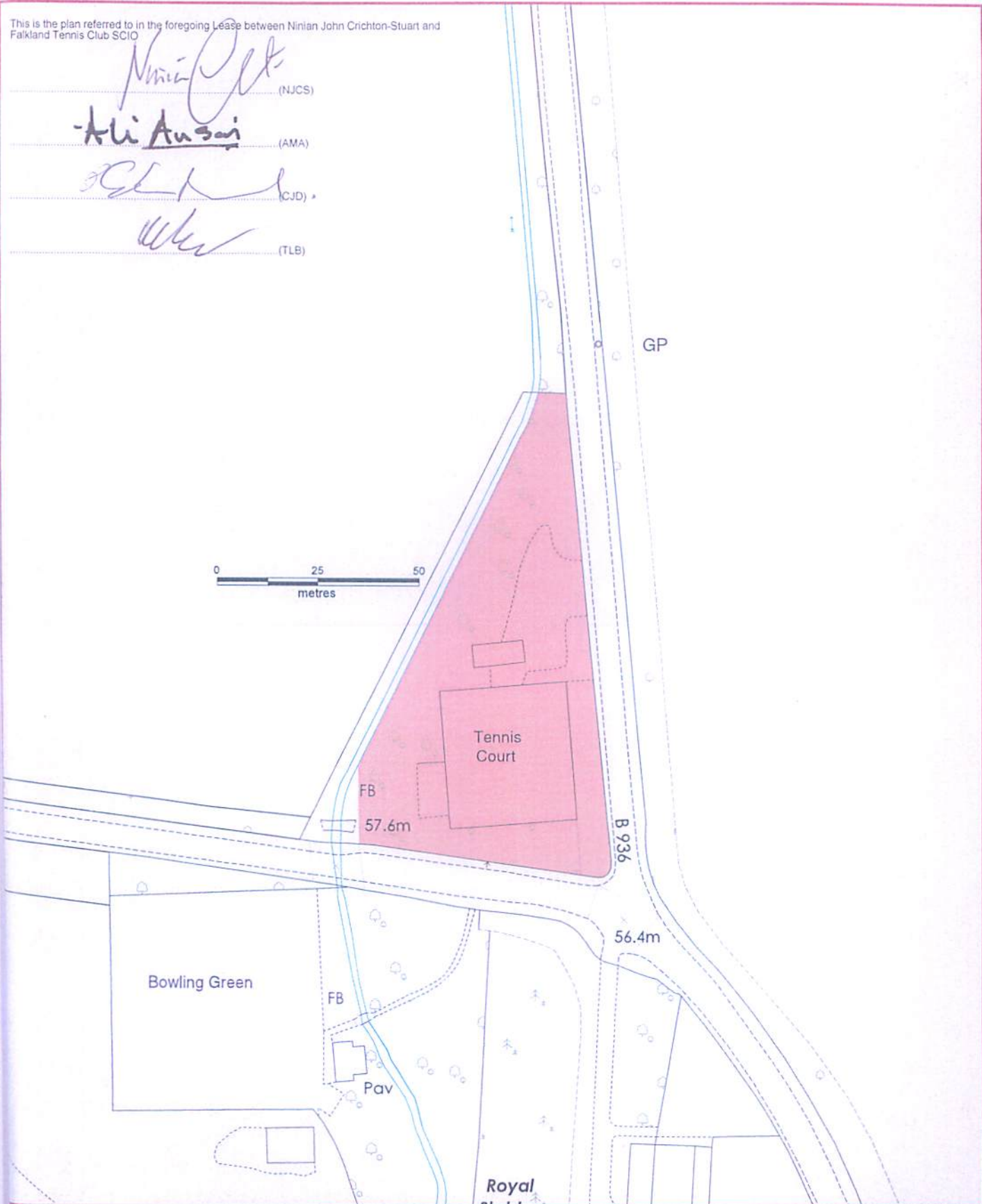
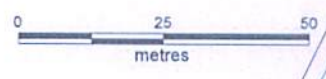
This is the plan referred to in the foregoing Lease between Ninian John Crichton-Stuart and Falkland Tennis Club SCIO

*Ninian John Crichton-Stuart*  
(NJCS)

*Ali Ansari*  
(AMA)

*[Signature]*  
(CJD)

*[Signature]*  
(TLB)



Falkland Tennis Club

Scale 1:1,250  
@ A4

**AS** Anderson  
Strathern

Location NO 253 077  
Drawing No. U13180-01 Date 12.05.20

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