



## Central Legal Office

### BY COURIER

Scottish Government  
Environment & Forestry Directorate  
Land Reform Unit  
Community Land Team,  
D Spur  
Saughton House  
Broomhouse Drive  
EDINBURGH EH11 3XT

**F.A.O. Ian Heron**

Dear Sirs

### ROYAL HOSPITAL FOR SICK CHILDREN, EDINBURGH NOTICE BY SCOTTISH MINISTERS UNDER SECTION 37(5) OF THE LAND REFORM (SCOTLAND) ACT 2003

I am instructed by my clients, the Scottish Ministers (per Lothian Health Board), in connection with the application made by Marchmont and Sciennes Development Trust to register an interest in land and buildings at the Royal Hospital for Sick Children, Edinburgh under the Community Right to Buy in Part 2 of the Land Reform (Scotland) Act 2003 ("the Act").

I note that by letter dated 14 September 2017 you gave notice to my clients that a late application had been received to register an interest in land and buildings at the Royal Hospital for Sick Children, Edinburgh.

As provided in terms of Section 39A of the Act, I hereby give notice on behalf of my clients that as at 5 September 2017 missives for the sale and purchase of the land had been concluded. I enclose as evidence of the concluded missives a copy of the missives. You will note that the missives contain Confidentiality provisions.

Please confirm receipt and that on the basis of the above the Scottish Ministers will decline the application by Marchmont and Sciennes Development Trust. Please also confirm that this letter and

Anderson House  
Breadalbane Street  
Bonnington Road  
Edinburgh EH6 5JR  
DX No: ED154  
LP-33 - EDINBURGH 2

Telephone 0131 275 7800  
[www.clo.scot.nhs.uk](http://www.clo.scot.nhs.uk)

Date	03 October 2017
Your Ref	
Our Ref	SB2/206/25 RTBJ/LB
Direct Line	0131 314 1084
Fax No	0131 275 7992
Email	<a href="mailto:robin.jack@nhs.net">robin.jack@nhs.net</a>



Legal Adviser & Director of CLO: Norma A Shippin, SSC

*NHS National Services Scotland is the common name of the Common Services Agency for the Scottish Health Service*

its enclosures will not be sent to Marchmont and Sciennes Development Trust, notwithstanding the statement in the ultimate paragraph of your letter.

Yours faithfully



Robin T B Jack  
Central Legal Office

Encs



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 Rutland Square  
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 EH1 2AA  
 DX ED271 Edinburgh 1  
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 F +44 131 242 5523  
 W www.dlapiper.com

Central Legal Office  
 NHS National Services Scotland  
 Anderson House  
 Breadalbane Street  
 Bonnington Road  
 Edinburgh  
 BH6 5JR

Your reference

Our reference

SI/UKDP/68511/120147  
 UKM/84530219.1

5 September 2017

Dear Sirs

On behalf of and as instructed by our clients, [REDACTED]  
 a limited partnership established under the laws of [REDACTED]  
 whose registered office is at [REDACTED], acting by its  
 [REDACTED] whose registered office  
 is at [REDACTED]

("Purchaser"), we hereby accept the terms of your formal offer dated 5 September 2017 on behalf of your clients, the Scottish Ministers per Lothian Health Board and the Lothian Health Board Endowment Trust ("Seller") in connection with the sale by the Seller to the Purchaser of the subjects known as and forming The Royal Hospital for Sick Children shown edged red on the Plans forming Part 3 of your said formal offer, together with (i) the whole buildings and erections on it known as and forming The Royal Hospital for Sick Children, (ii) the whole fixtures and fittings in and on it, and (iii) the whole rights, parts, privileges and pertinents (defined in your said formal letter as the "Property") and we hold the contract between our respective clients as concluded on the basis of:

1. your formal offer dated 5 September 2017; and
2. this formal letter.

Yours faithfully

[REDACTED]  
 Member of and on behalf of  
 DLA Piper Scotland LLP

[REDACTED] Witness

[REDACTED] (Name)

Collins House  
 Rutland Square  
 Edinburgh EH1 2AA

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DLA Piper Scotland LLP is a limited liability partnership registered in Scotland (number SC300385) which is part of DLA Piper, a global law firm, operating through various separate and distinct legal entities.

A list of members is open for inspection at its registered office and principal place of business, Collins House, Rutland Square, Edinburgh EH1 2AA and at the address at the top of this letter. Partner denotes member of a limited liability partnership.

A list of offices and regulatory information can be found at [www.dlapiper.com](http://www.dlapiper.com).

UK switchboard  
 +44 (0)8700 111 111



INVESTOR IN PEOPLE

3/10/17

Mission for sub refer to in  
letter of  
to day dated



Central Legal Office



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Broadalbans Street  
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Edinburgh EH8 5JR  
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Telephone 0131 276 7800  
www.clo.scot.nhs.uk

DLA Piper Scotland LLP  
Collins House  
Rutland Square  
EDINBURGH  
EH1 2AA

Date 5 September 2017  
Your Ref  
Our Ref SB2/206/26 RTB/JLB  
Direct Line 0131 314 1084  
Fax No 0131 276 7992  
Email robin.jack@nhs.net

Dear Sirs

THE SCOTTISH MINISTERS  
THE LOTHIAN HEALTH BOARD AND THE LOTHIAN HEALTH BOARD ENDOWMENT TRUST

THE ROYAL HOSPITAL FOR SICK CHILDREN, EDINBURGH

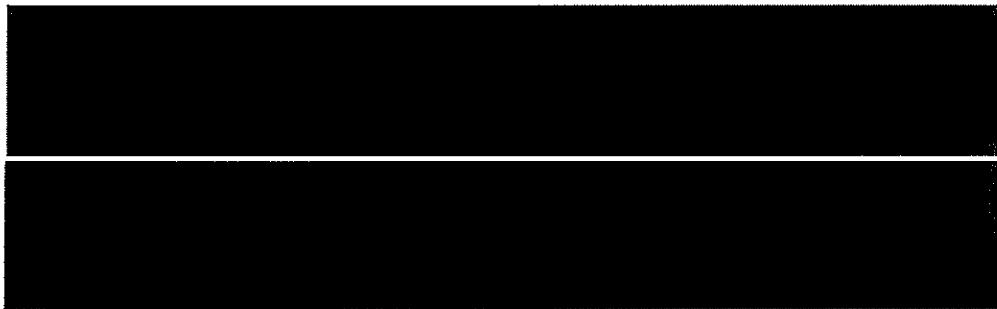
On behalf of the Scottish Ministers and as instructed by Lothian Health Board and the Lothian Health Board Endowment Trust, I offer to sell the Property to the Purchaser on the following conditions:-

1. Definitions and Interpretation

1.1 In the Misives:-

"1997 Act" means the Town and Country Planning (Scotland) 1997;

"2003 Act" means the Land Reform (Scotland) Act 2003;



"2012 Act" means the Land Registration etc (Scotland) Act 2012;



Legal Adviser & Director of CLO: Norma A Shipplin, SSC

NHS National Services Scotland is the common name of the Common Services Agency for the Scottish Health Service

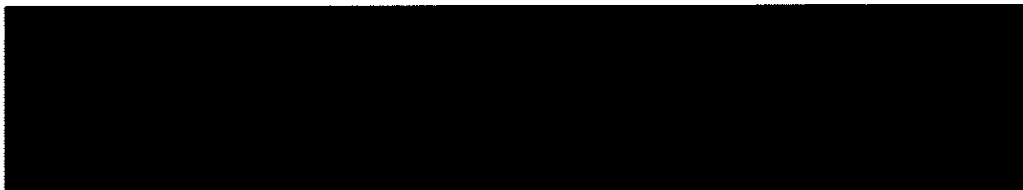
"2016 Act" means the Land Reform (Scotland) Act 2016;



"Action Plan" means an action plan as defined in The Assessment of Energy Performance Non Domestic (Scotland) Regulations 2016;

"Advance Notice" means an advance notice as defined in Section 56 of the 2012 Act;

"AFT" means the Abolition of Feudal Tenure etc (Scotland) Act 2000;



"Building Expert" means an independent chartered surveyor agreed between the Seller and the Purchaser or failing which appointed on the application of either the Seller or the Purchaser by the senior office holder at the relevant time of the Scottish branch of the RICS;

"CAR" means Control of Asbestos Regulations;



"Completion" means the Date of Entry or, if later, the date when the Price is paid and the purchase of the Property is completed in terms of the Missives;

"Community Right to Buy Notice" means a 2003 Act Part 2 Notice, a 2003 Act Part 3A Notice, or a 2016 Act Part 5 Notice;

"Conclusion Date" means the date of conclusion of the Missives;

"Counter Notice" means a notice served by the Purchaser to the Seller that it does not agree that Vacant Possession has been achieved providing details of why the Purchaser has reached that decision;

"Date of Entry" means either the "Original Date of Entry", such later date as is provided for in Clause 8.5.7(b), or such other date as the Purchaser and the Seller may agree in writing with specific reference to the Missives



"Disclosed Documents" means the documents listed in Part 1 of the Schedule;

"Dispositions" means the dispositions of the Property in favour of the Purchaser;

"Encumbrances" are encumbrances as set out in Section 9 of the 2012 Act;

"Existing Substation Lease" means lease between The Secretary of State for Scotland and the South East Scotland Electricity Board dated 14 November 1951 and 17 January 1952;

"FSSR" means the Fire Safety (Scotland) Regulations 2006;

"Grant of Planning" means receipt of planning permission (whether detailed planning permission or planning permission in principle) for redevelopment of the whole or substantially the whole of the Property for a use other than hospital use;

"HMRC" means HM Revenue & Customs or such other authority as may succeed it in its functions in relation to VAT;

"Interest" means interest on the sum in question at 4% per annum above the base rate from time to time of The Royal Bank of Scotland PLC from the date that such sum is due for payment or, if there is no such date specified, the date of demand for such sum until such sum is paid;

"Lender Security" means a first ranking standard security over the Security Property in favour of a bona fide lender for a value not exceeding

[REDACTED]

[REDACTED]

"Missives" means the contract constituted by this offer and all duly executed letters following on it;

[REDACTED]

"NCO" means notification of change of ownership of the Property given by the Seller to the tenant under a Substation Lease in a form to be agreed by the Purchaser acting reasonably;

"Original Date of Entry" means the first Working Day occurring 5 Working Days after the purification of the final suspensive condition contained in Clause 15 hereof;

"Plans" means the demonstrative plans contained in Part 3 of the Schedule;

"Planning Agreement" means an agreement in terms of section 75 of the 1997 Act, section 69 of the Local Government Act (Scotland) Act 1973, section 48 or 96 of the Roads (Scotland) Act 1984 or any agreement required

to provide infrastructure in terms of the Water (Scotland) Act 1980 or Sewerage (Scotland) Act 1968;

"Price" means [REDACTED] exclusive of any VAT (subject to the provisions of Clause 12.2);

"Property" means ALL and WHOLE the subjects known as and forming The Royal Hospital for Sick Children shown edged red on the Plans; Together with (i) the whole buildings and erections on it known as and forming The Royal Hospital for Sick Children, (ii) the whole fixtures and fittings in and on it, and (iii) the whole rights, parts, privileges and pertinents;

"Purchaser" means [REDACTED]

"Purchaser's Bank" means (a) the client account of the Purchaser's Solicitors and/or (b) the client account of the solicitors acting for the Purchaser's heritable creditor and/or (c) the Purchaser's heritable creditor;

"Purchaser's Solicitors" means DLA Piper Scotland LLP, Collins House, Rutland Square, Edinburgh, EH1 2AA (Ref: Shella Irvine) or such other solicitors as the Purchaser may appoint in their place from time to time and who have been notified in writing to the Seller's Solicitors;

"RCIL" means the register of community interests in land held by the Keeper of the Registers of Scotland;

"Schedule" means the schedule annexed to this offer;

"Security" means either a first or, in the event of the Purchaser requiring to grant a Lender Security, a second ranking standard security over the Security Property, in favour of the Seller and in the form of the draft at Part 5 of the Schedule;

"Security Property" means the Property;

"Seller" means the Scottish Ministers, per Lothian Health Board and The Lothian Health Board Endowment Trust, and, for the avoidance of doubt, in their capacity as landowner and not any other capacity (so as to exclude, without limitation on the generality of the foregoing, their capacity in terms of the 2003 Act and their capacity in terms of the Town and Country Planning (Scotland) Act 1997 as amended);

"Seller's Bank Account" means such UK clearing bank account as the Seller's Solicitors nominate by written notice to that effect at least 8 Working Days prior to the Date of Entry;

"Seller's Solicitors" means NHS Scotland Central Legal Office, Anderson House, Breadalbane Street, Bonnington Road, Edinburgh EH6 5JR (Ref: SB2/206/25 RTBJ);

[REDACTED]

[REDACTED]

A "Substation Lease" means [REDACTED]

[REDACTED]

"TCA" means the Title Conditions (Scotland) Act 2003;

"Title Deeds" means the Land Certificates for the Property;

"Vacant Possession" means subject to no leases [REDACTED]

[REDACTED] licences or other rights of occupancy and red of all loose fittings furniture, substation and specialist hospital equipment (including without prejudice to the foregoing generally, oxygen cylinders, x-ray equipment) and Hazardous Substances and Vacant Possession and the date of Vacant Possession shall be agreed or determined in accordance with the provision of clause 15.6;

[REDACTED]

"VAT" means value added tax as provided for in the VAT Legislation and any tax similar or equivalent to value added tax or performing a similar fiscal function;

"VAT Act" means the Value Added Tax Act 1994;

"VAT Legislation" means the VAT Act and all other (if any) legislation, orders or regulations relating to the payment of VAT;

"VAT Group" means two or more bodies corporate registered as a group for VAT purposes under Section 48 of the VAT Act;

"VP Notice" means a notice served by the Seller to the Purchaser that in the Seller's opinion Vacant Possession has been achieved;

"Working Day" means any day on which clearing banks in Edinburgh and Glasgow are open for normal business;



- 1.2 In the Missives, unless otherwise specified or the context otherwise requires:-
- 1.2.1 any reference to one gender includes all other genders;
  - 1.2.2 words in the singular only include the plural and vice versa;
  - 1.2.3 any reference to the whole is to be treated as including reference to any part of the whole;
  - 1.2.4 any reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and words importing individuals include corporations and vice versa;
  - 1.2.5 any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this offer and reference, in any Part of the Schedule, to a numbered paragraph is a reference to the relevant numbered paragraph in that Part of the Schedule;
  - 1.2.6 any reference to a statute or statutory provision includes any subordinate legislation which is in force from time to time under that statute or statutory provision;
  - 1.2.7 any reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment;
  - 1.2.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
  - 1.2.9 a document will be duly executed only if it is executed in such manner as meets the requirements of Section 3 or Sections 9B and 9C of the Requirements of Writing (Scotland) Act 1995;
  - 1.2.10 where at any one time there are two or more persons included in the expression "Purchaser" or "Seller" obligations contained in the Missives which are expressed to be made by the Purchaser and/or the Seller are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;
  - 1.2.11 any reference to funds being cleared means that the funds are immediately available for withdrawal from the holder's bank account;
  - 1.2.12 any reference to "reasonable consent" means the prior written consent of the party in question, such consent not to be unreasonably withheld or delayed; and
  - 1.2.13 where a Clause provides that interest is payable and that the sum must be paid within a specified period, no interest will accrue on the sum provided it is paid within that period.

1.3 The headings in the Missives are included for convenience only and are to be ignored in construing the Missives.

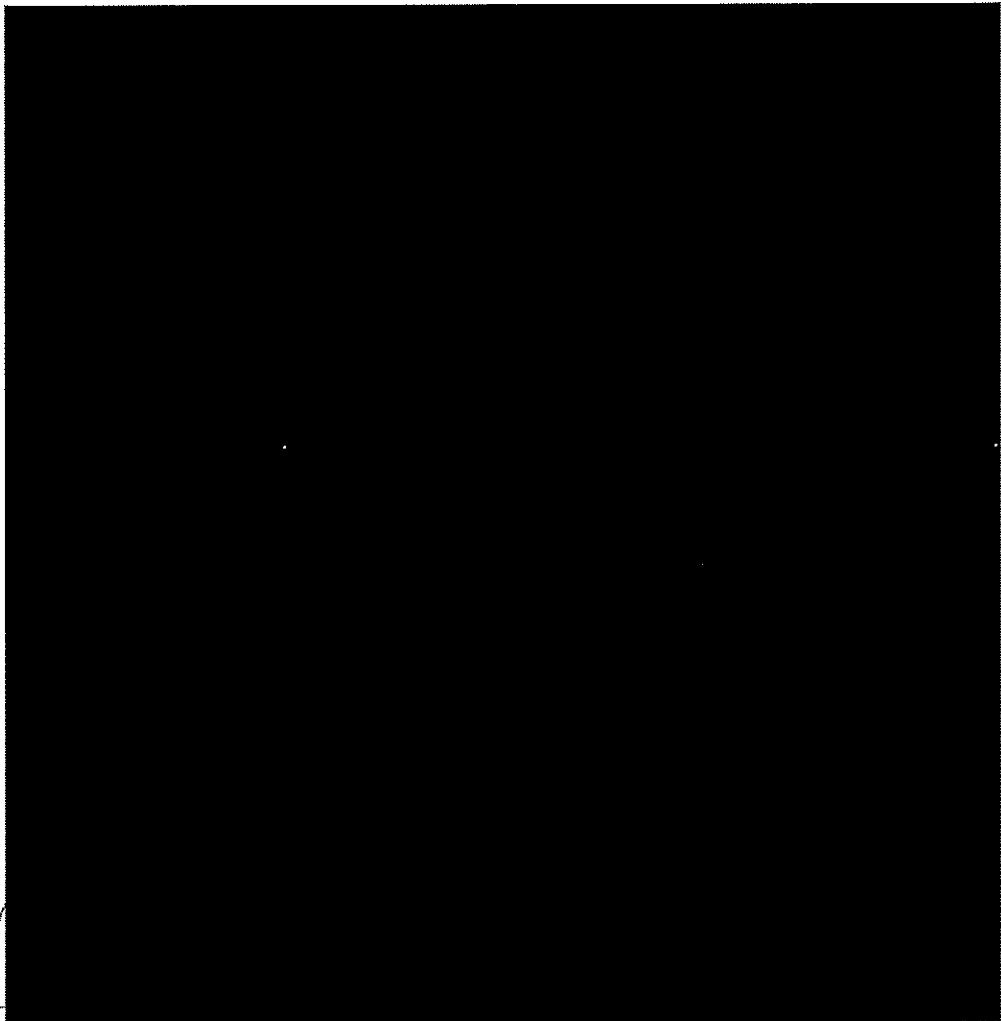
1.4 The Schedule forms part of the Missives.

2.

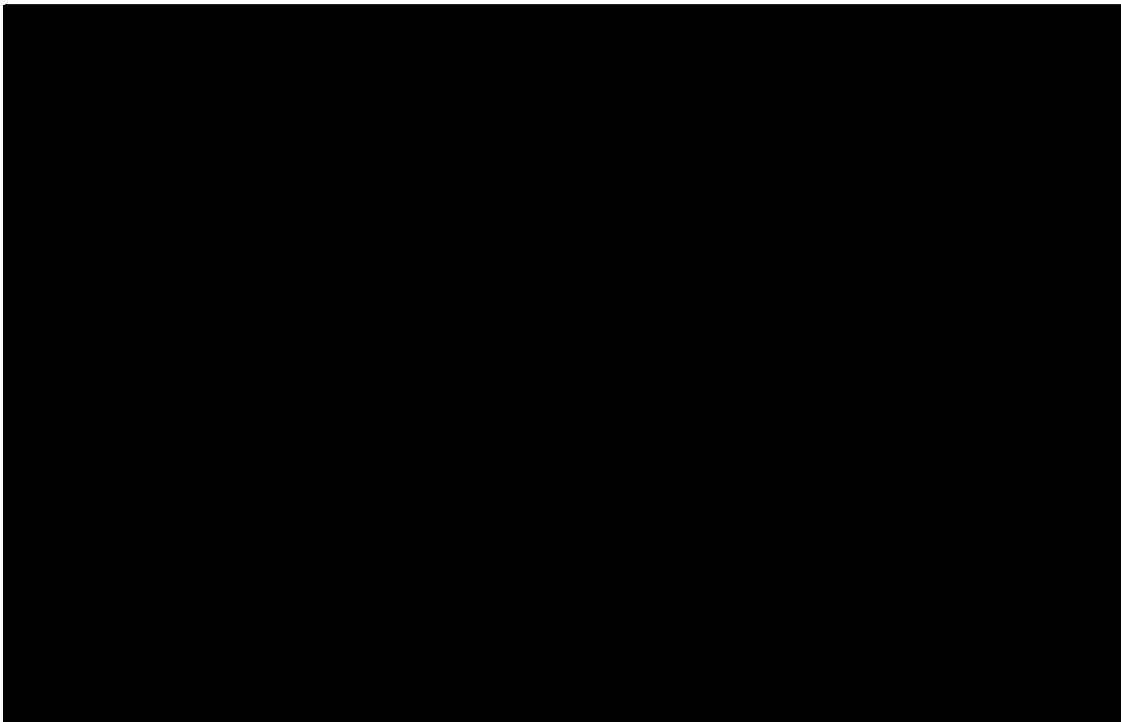


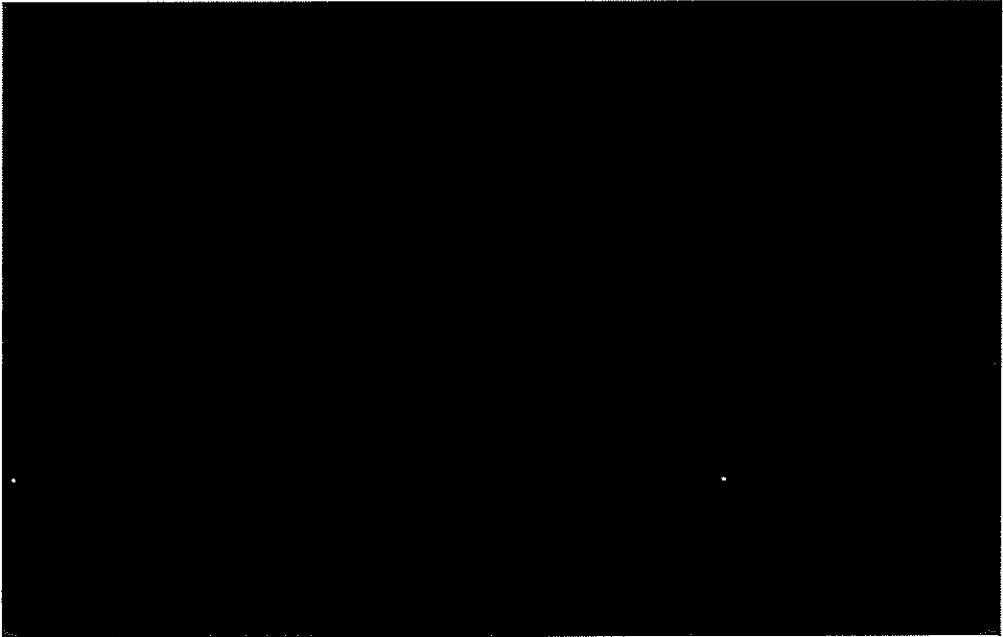
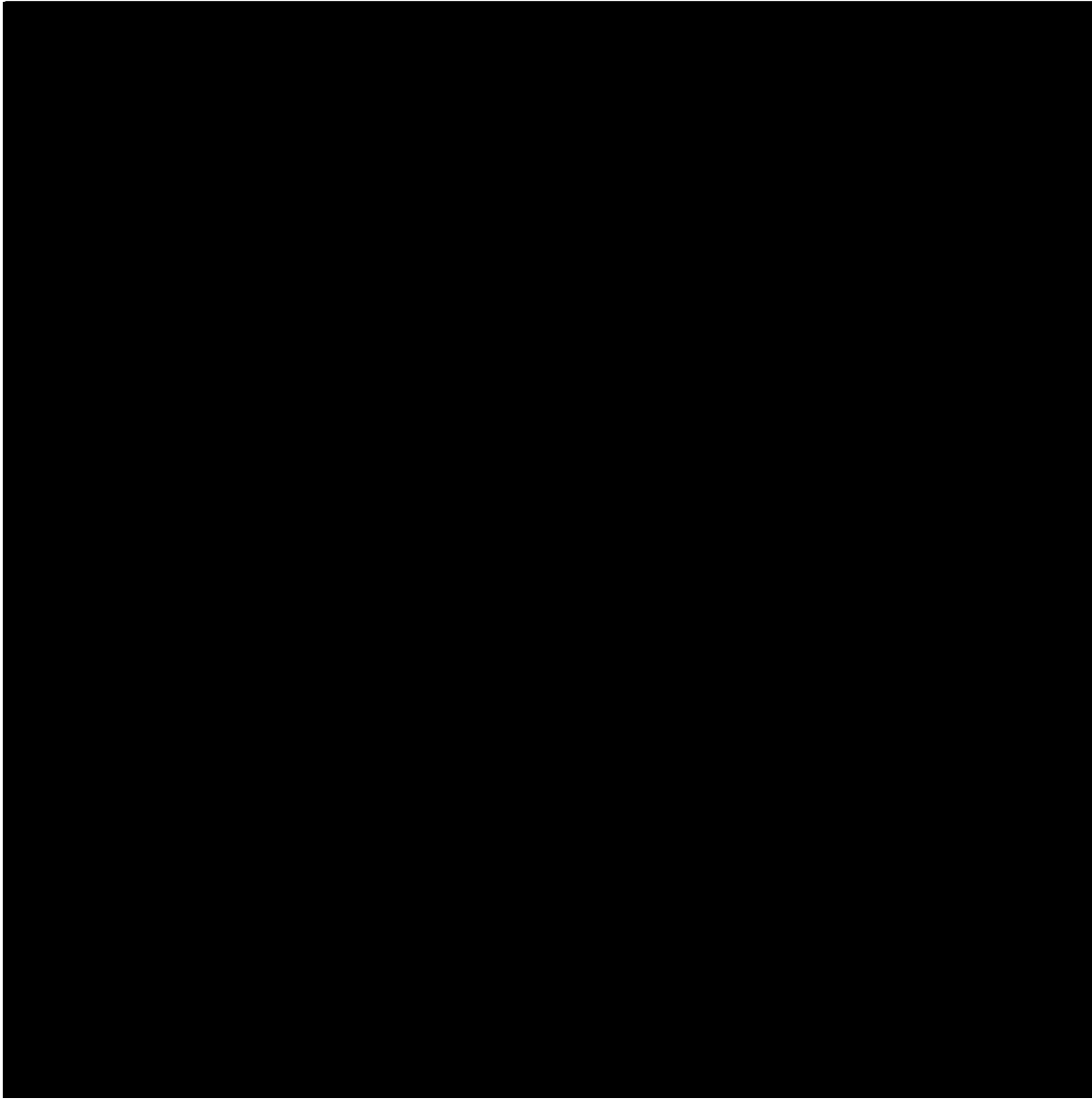
2.4

2.5



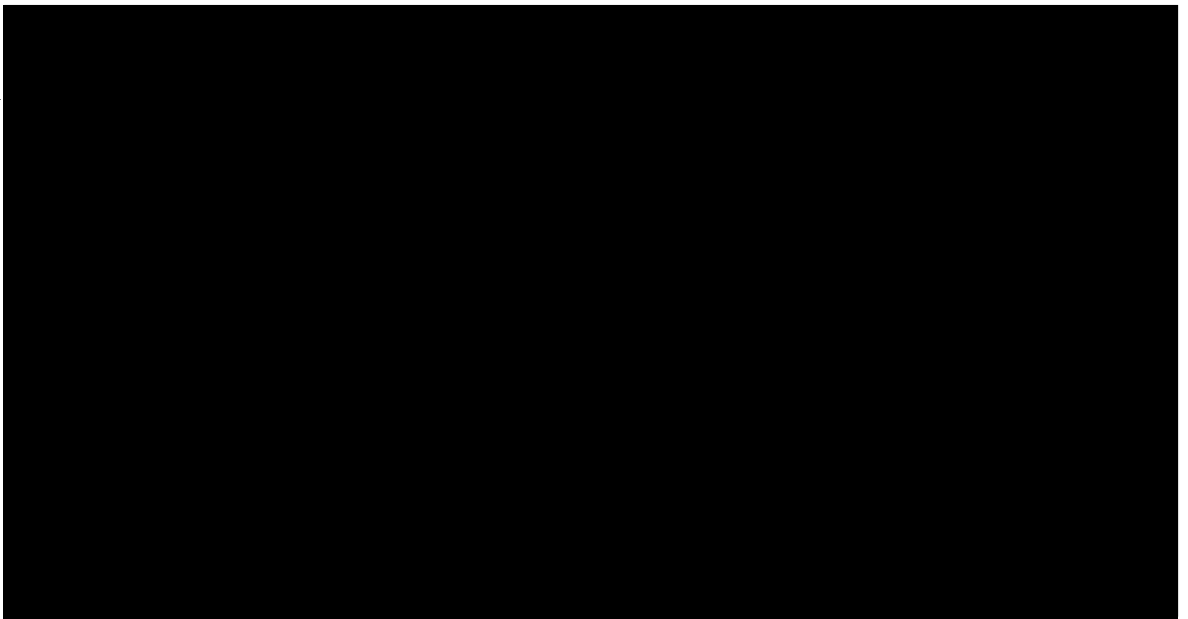
3. Price



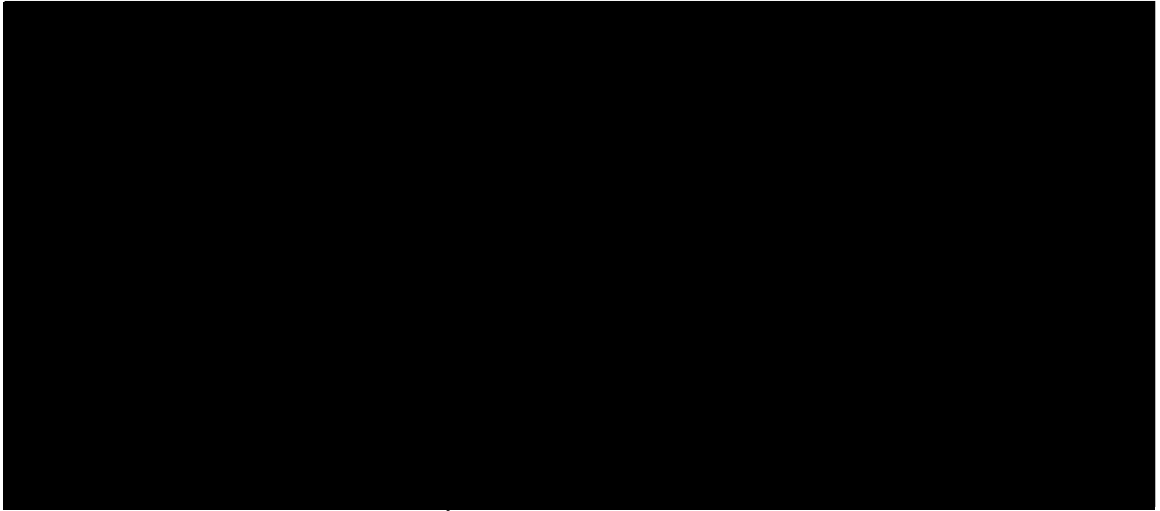




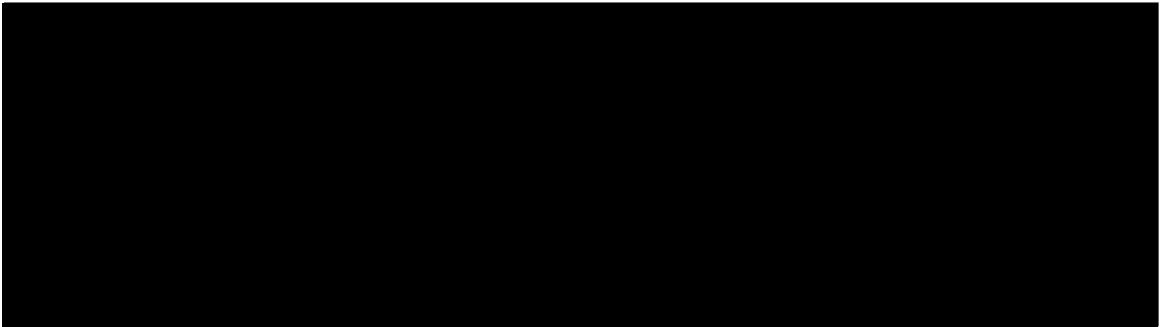
4. VAT



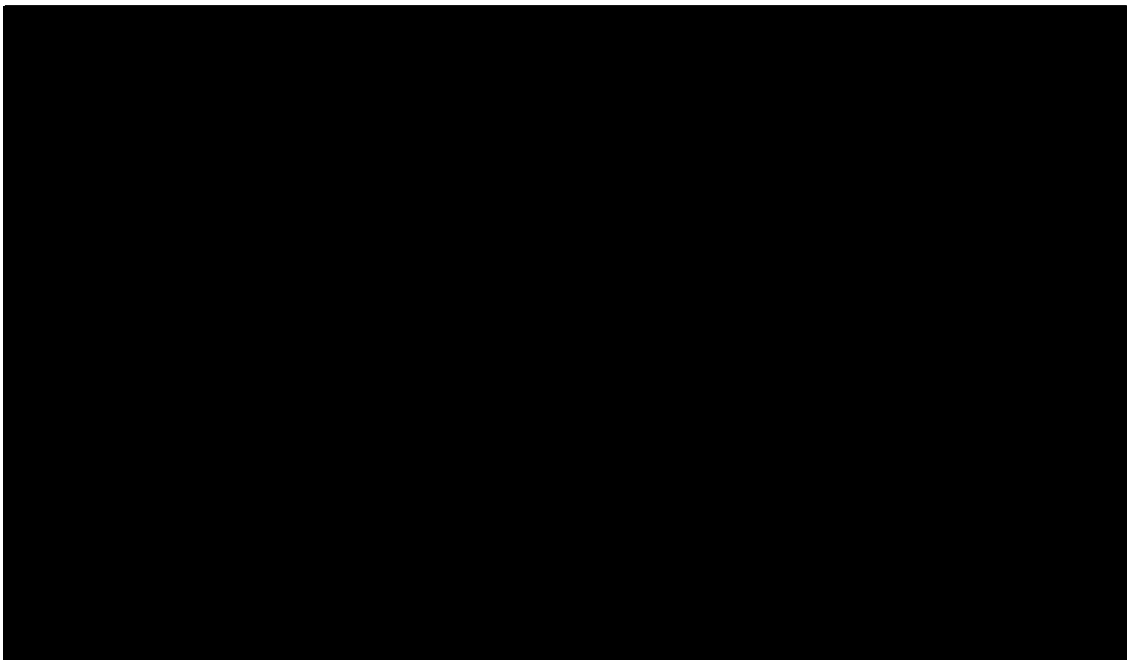
**5. Entry and Apportionments**



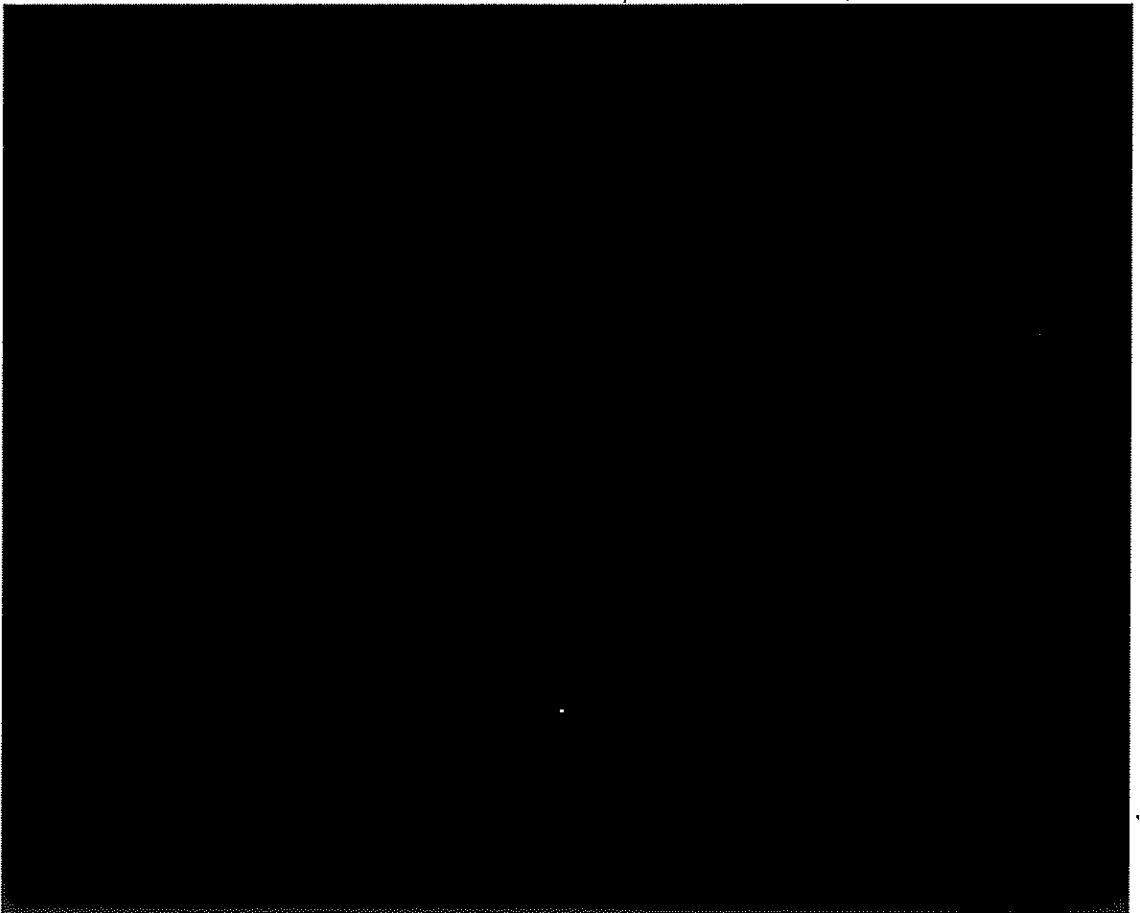
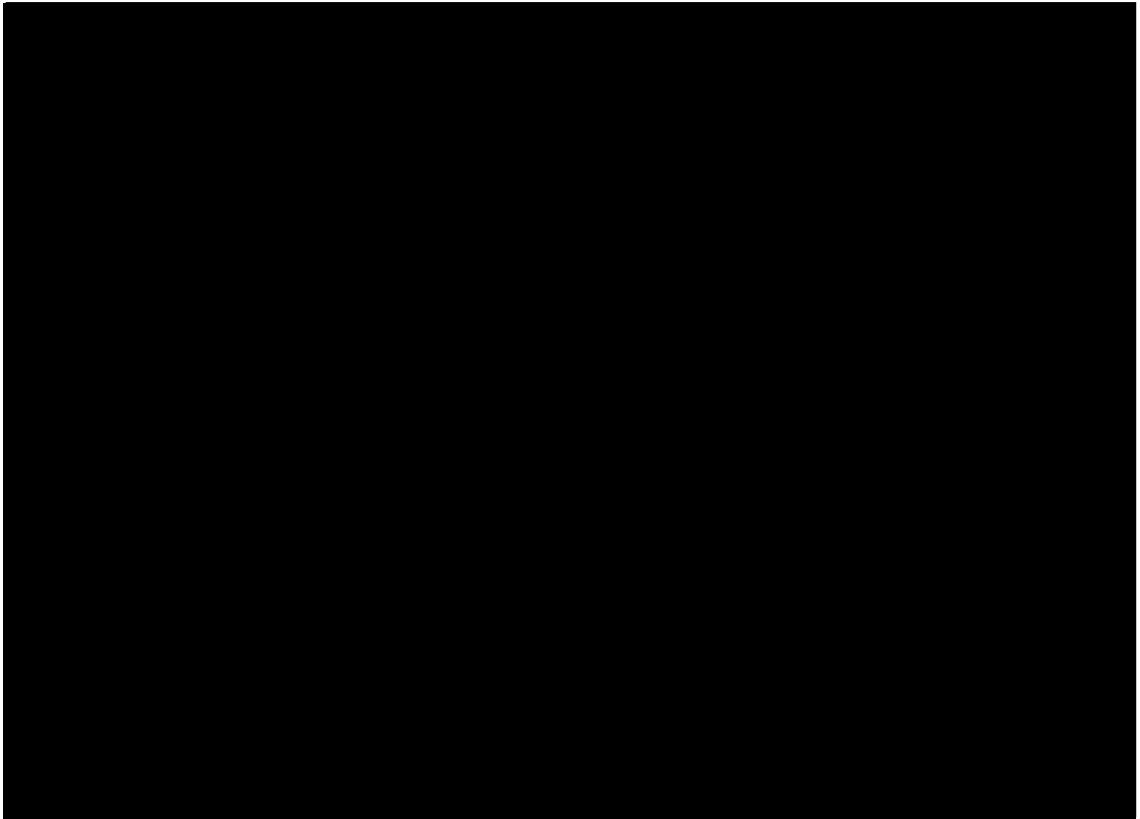
**6. Disclosed Documents**



**7. Documents to be Disclosed**

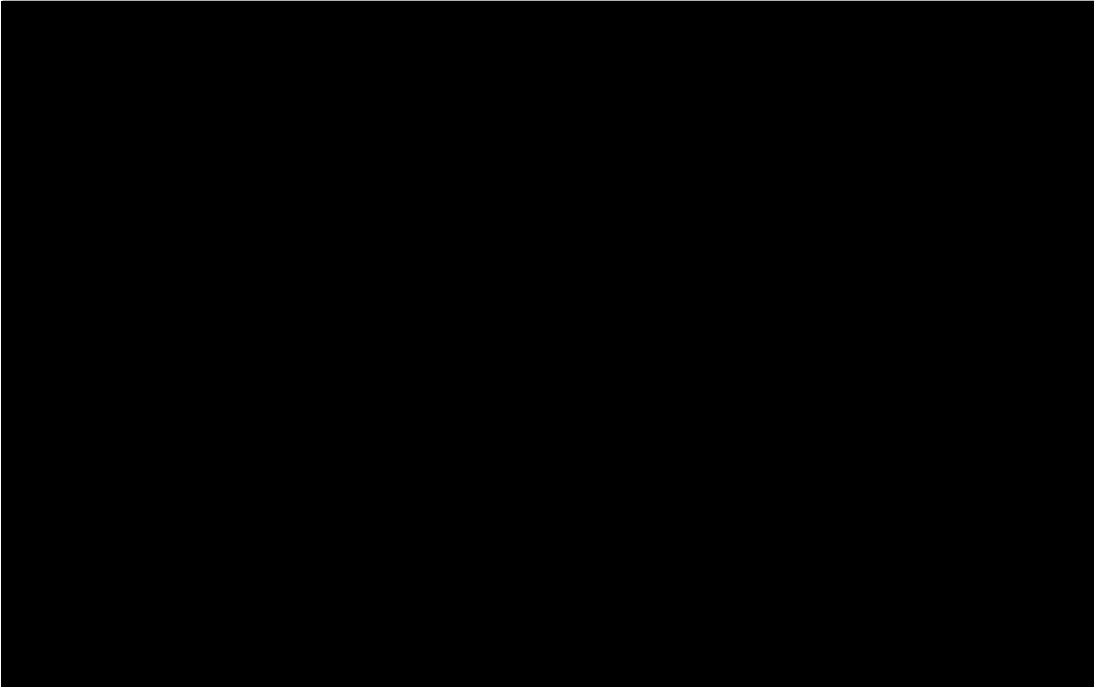


8. Title

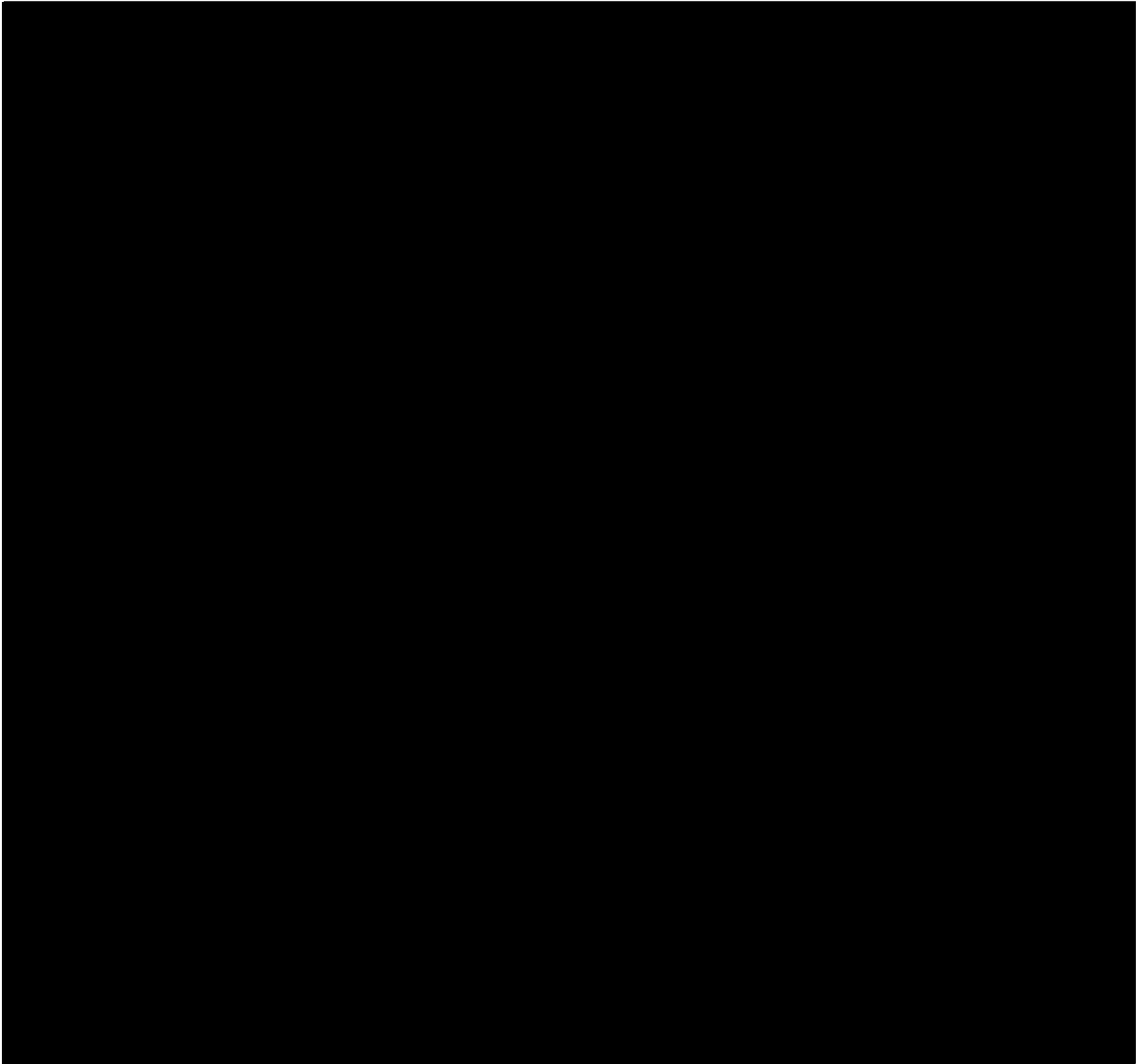


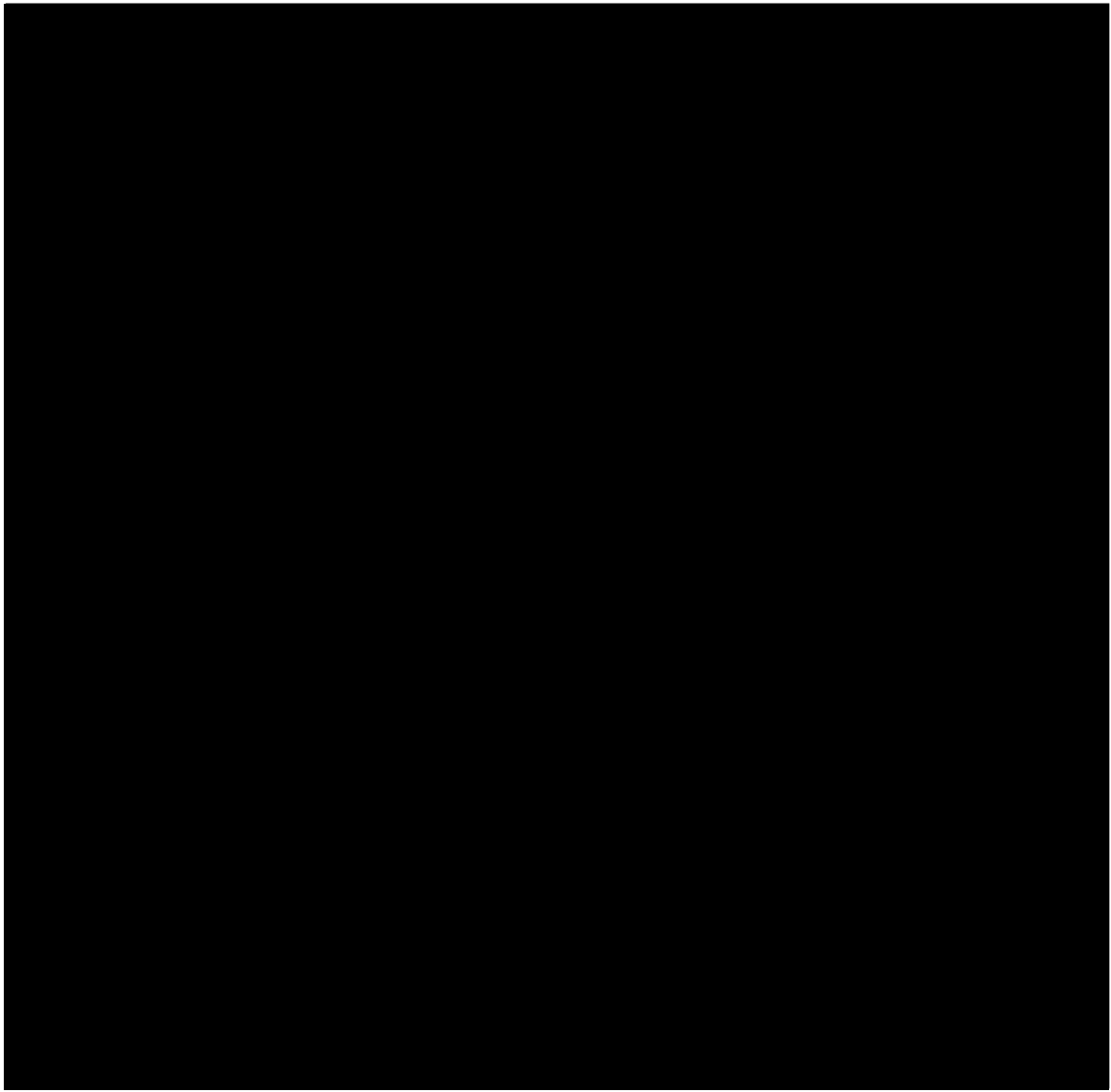
**[4 pages redacted exempt.]**



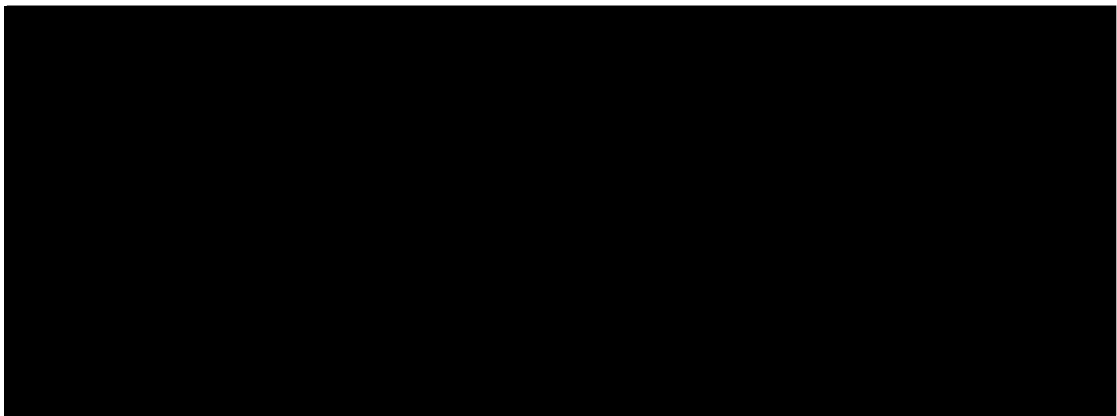


**9. Completion**





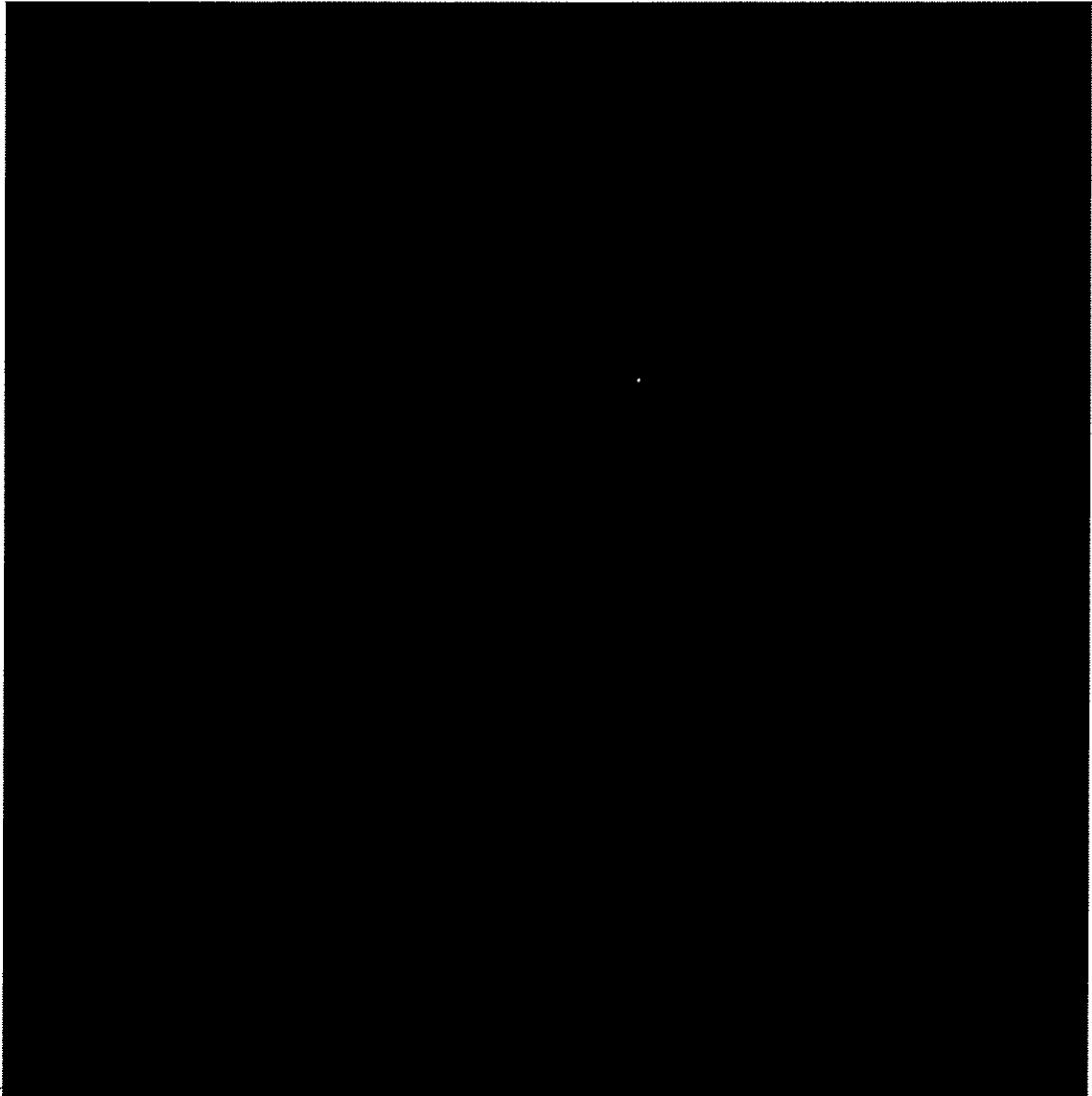
**10. Post Completion**



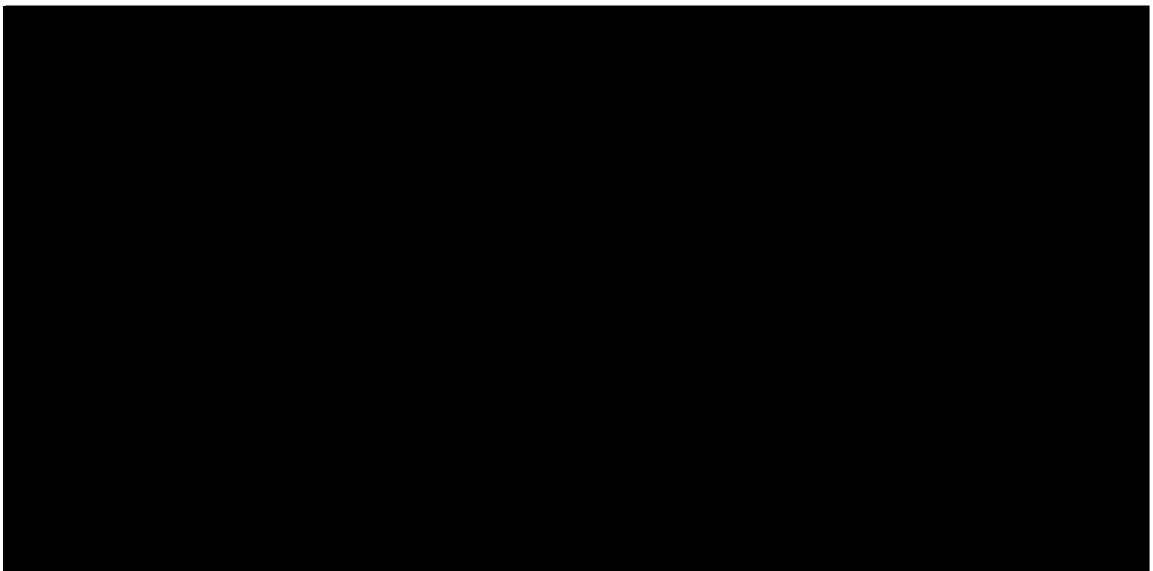
**11. Insurance**



**12. Damage or Destruction**

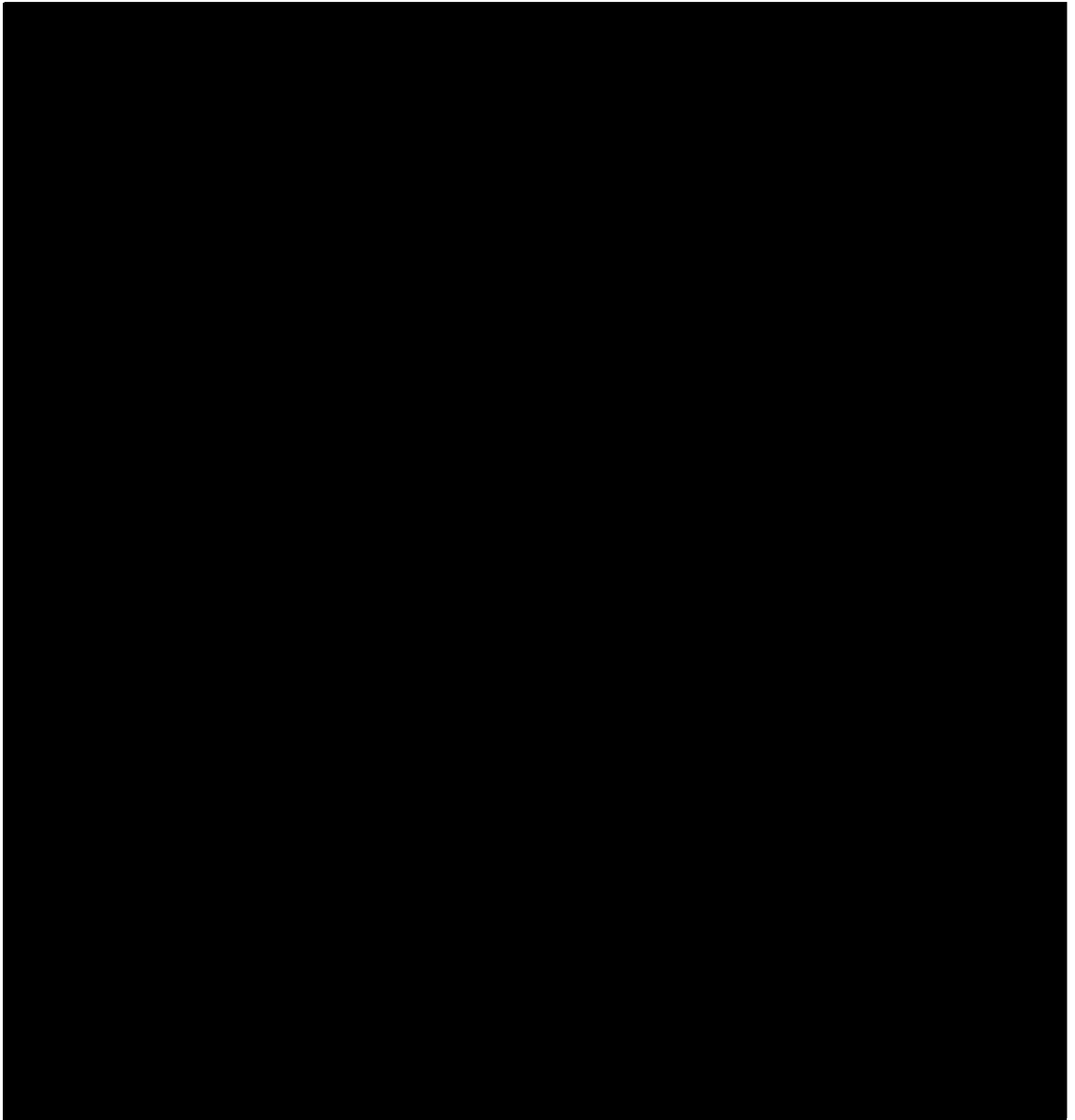


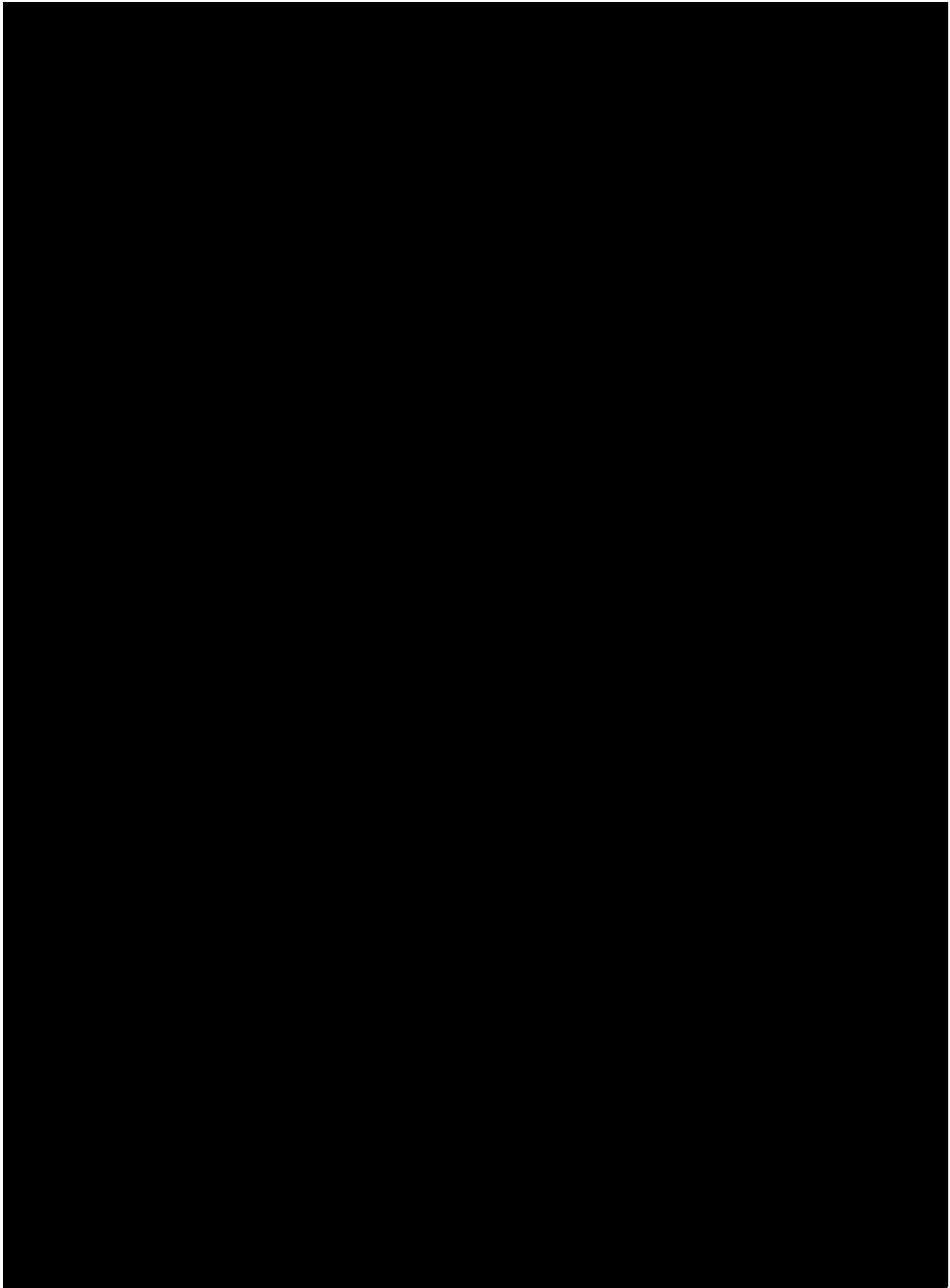
**13. Statutory Matters**



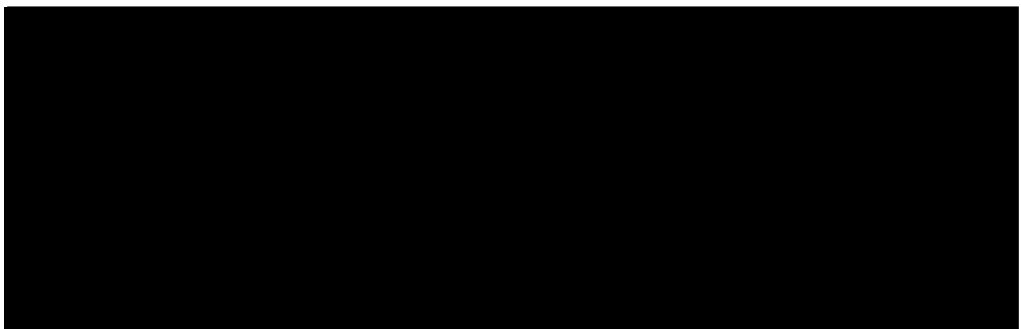


**14. Environmental**

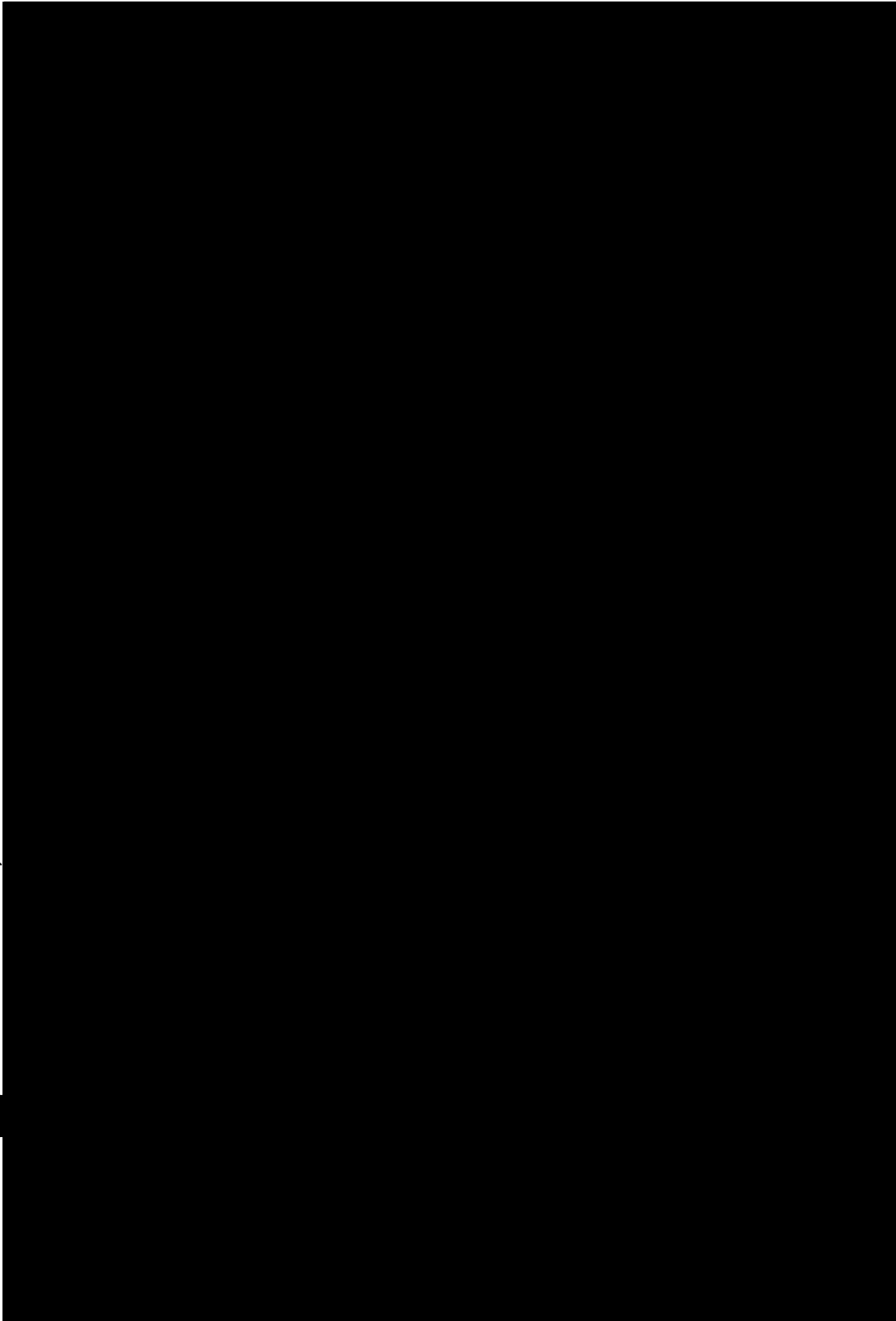




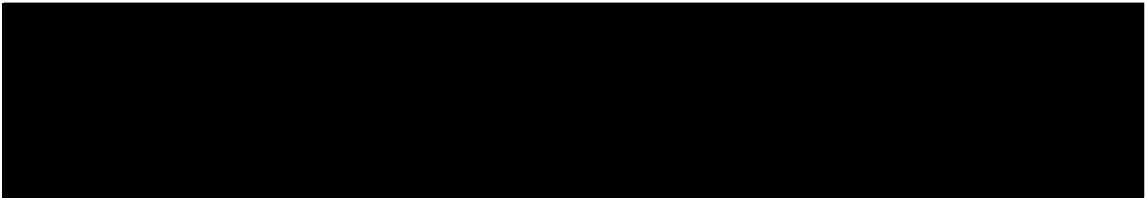
14.2

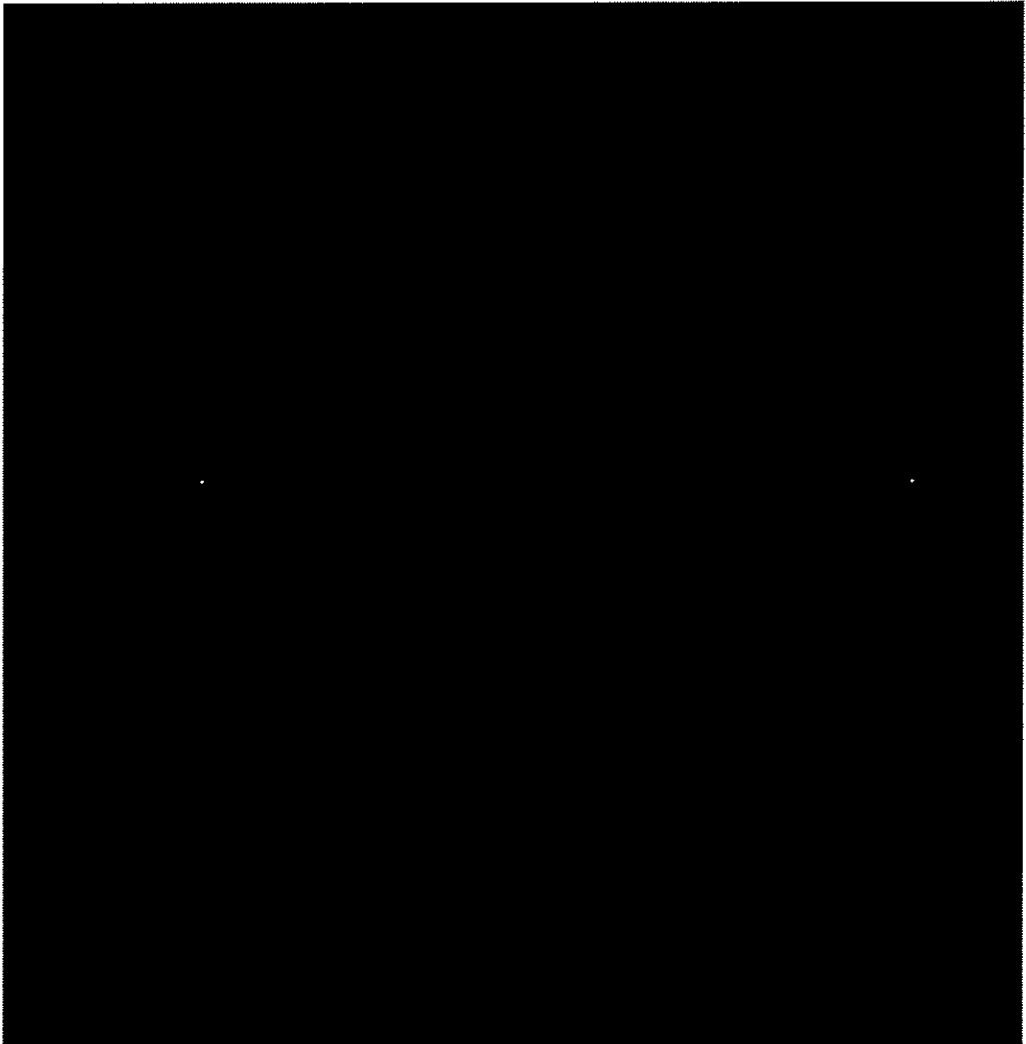


**[3 pages redacted exempt.]**



**15. Suspensive Conditions**





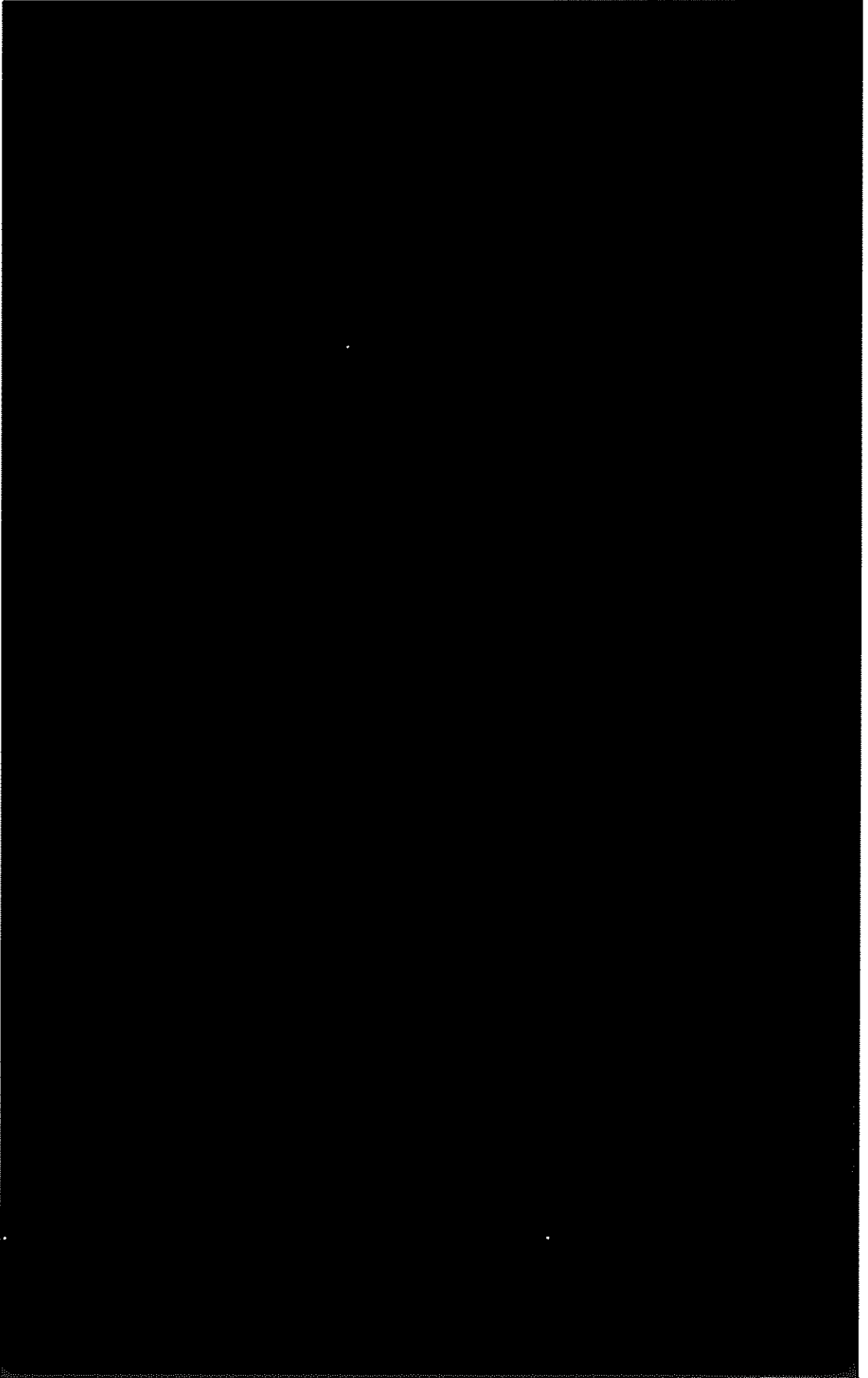
**15.2 Benefit of Suspensive Conditions**

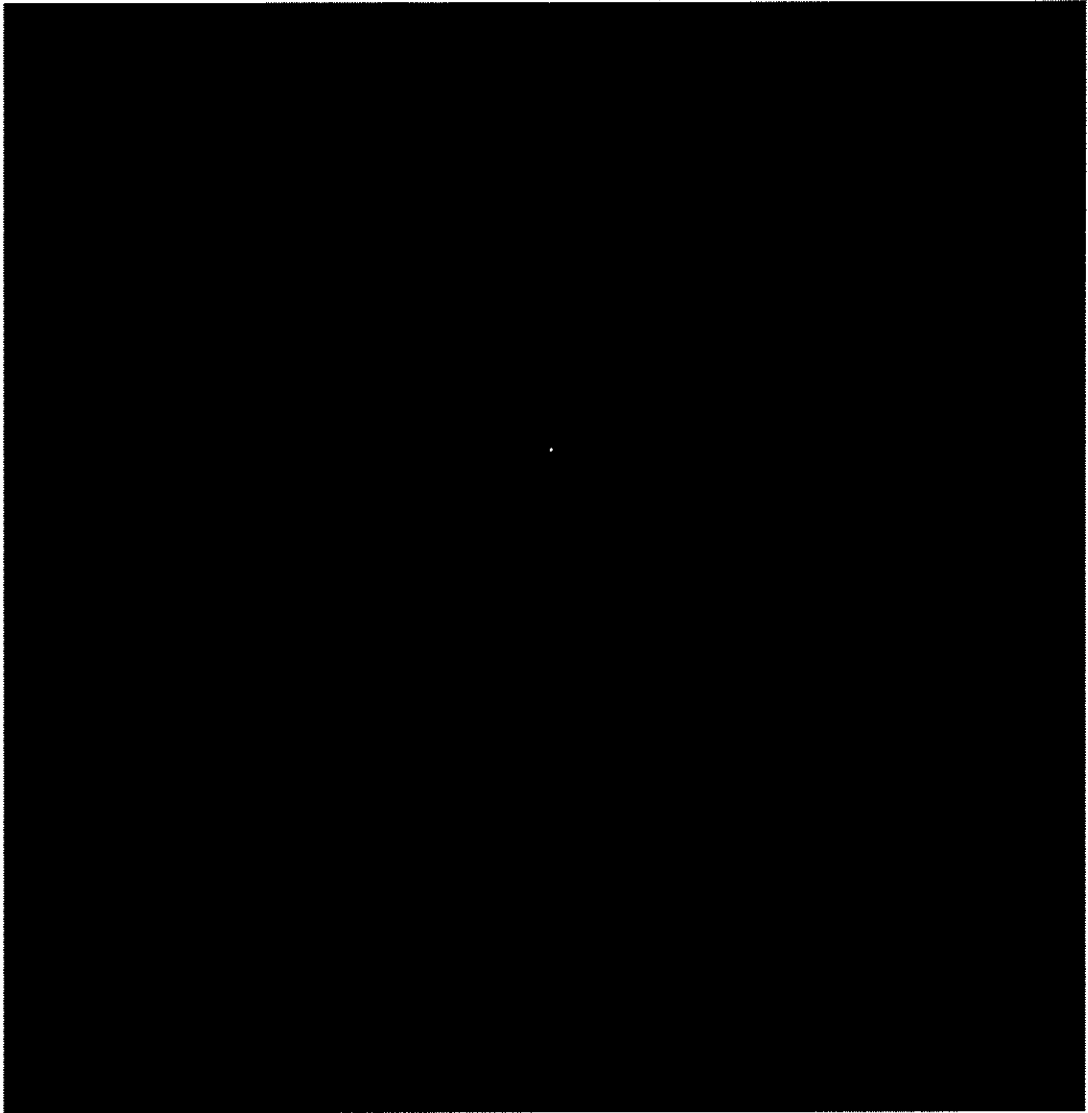


**15.3 Time Limits**

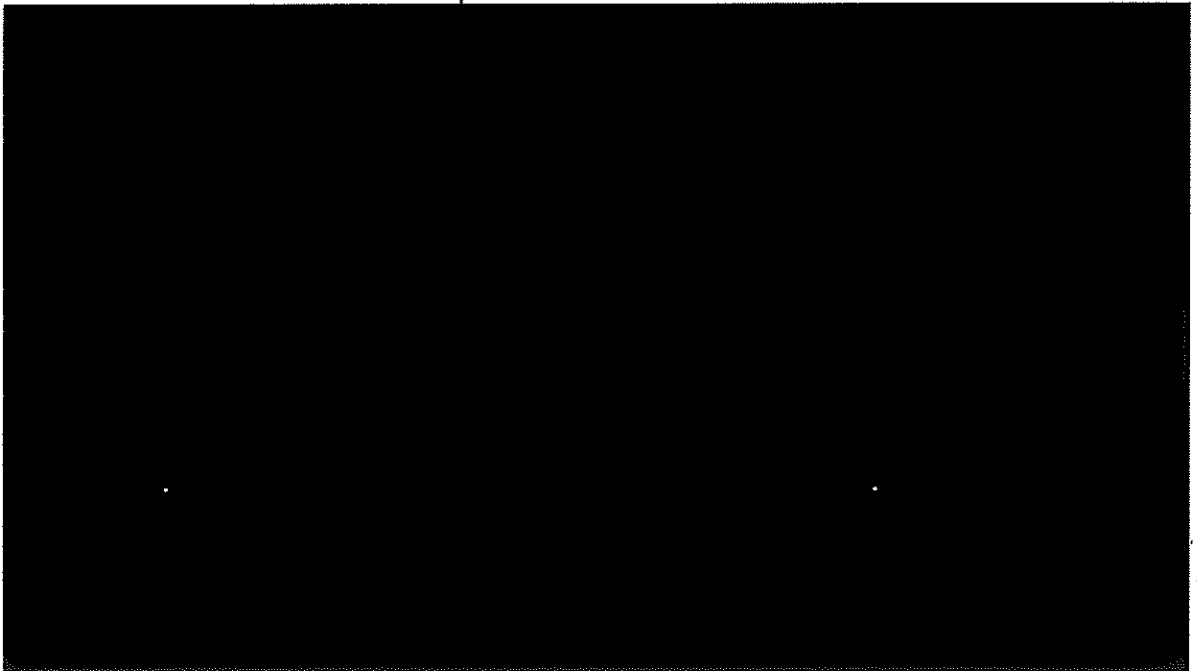


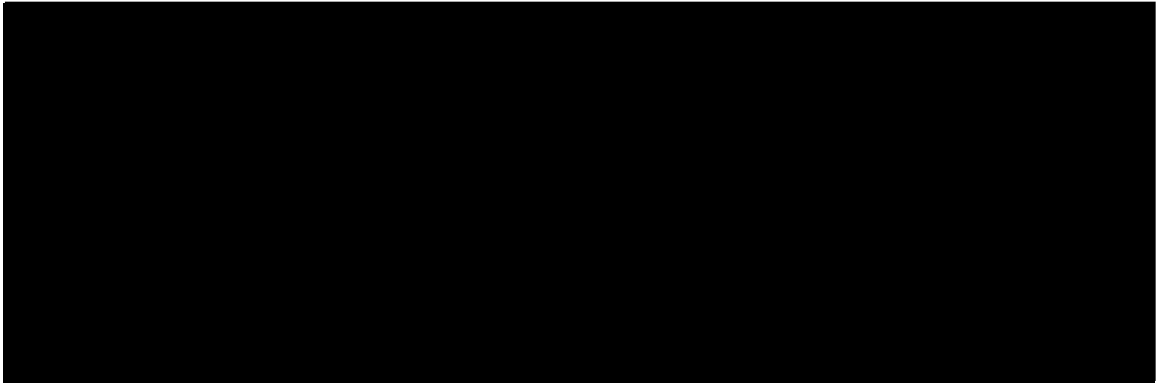




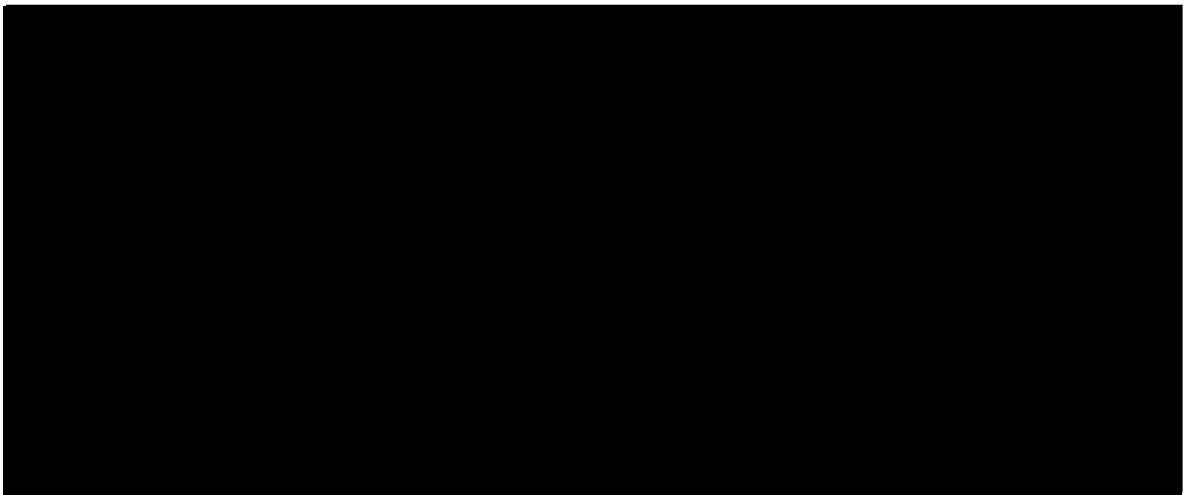


16,

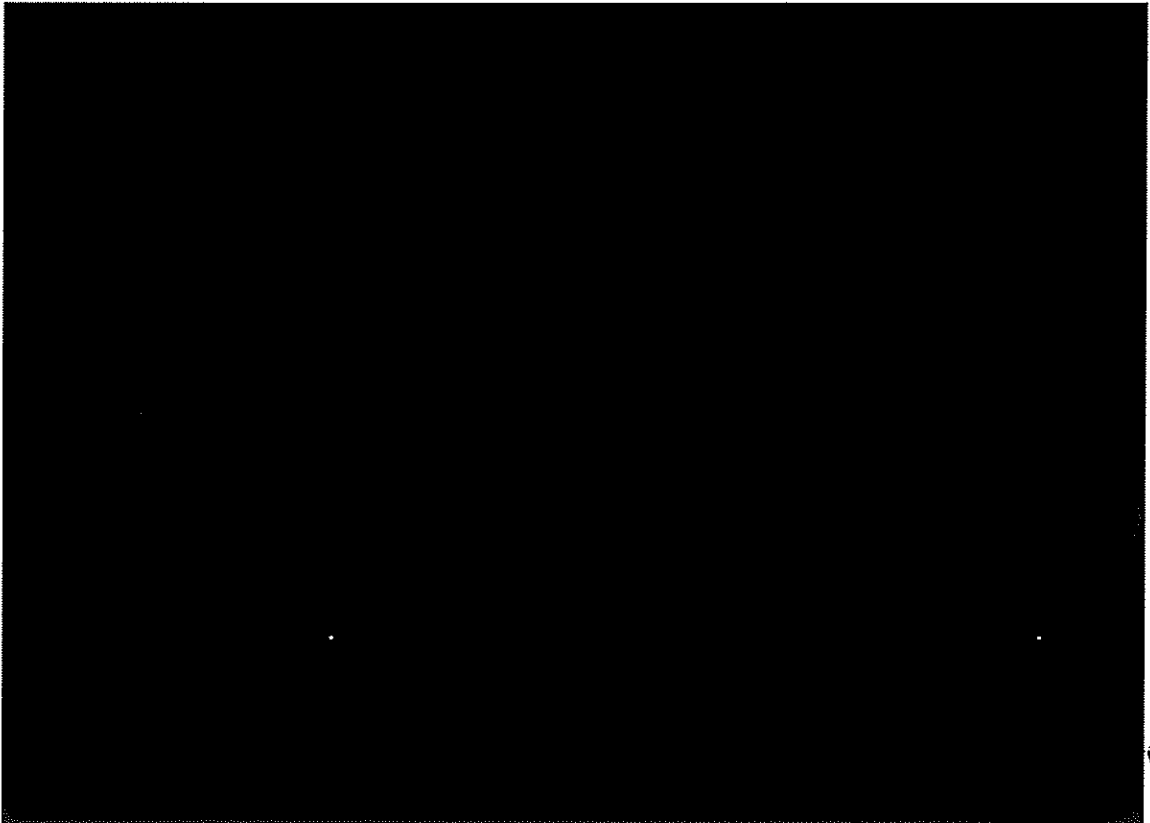




17. Access

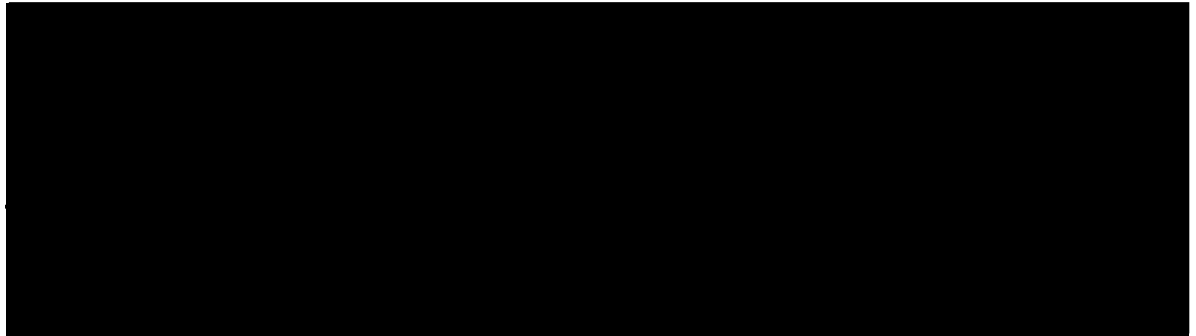
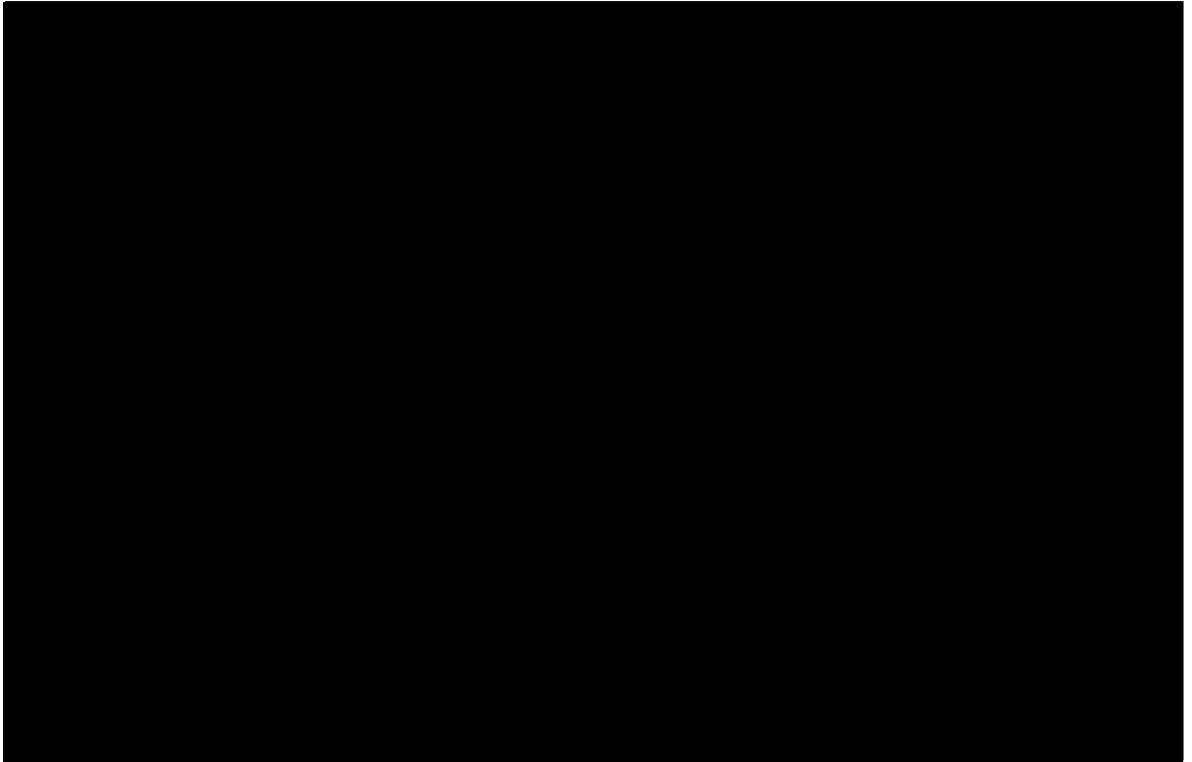


18. Planning



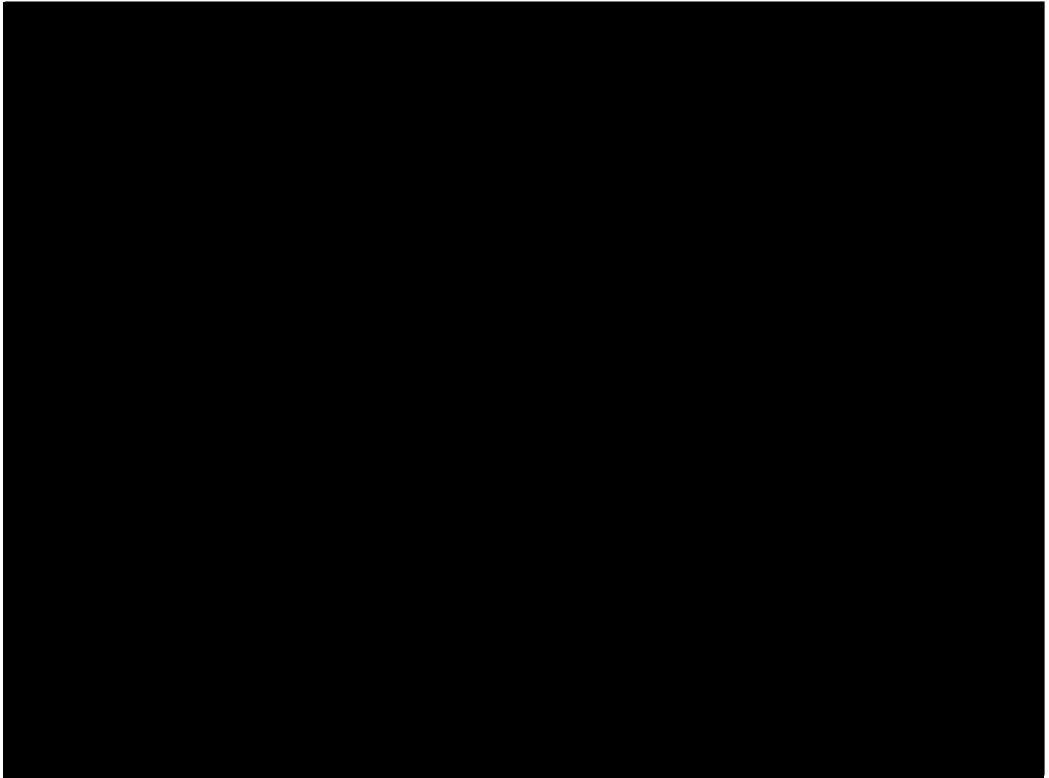


19. Confidentiality

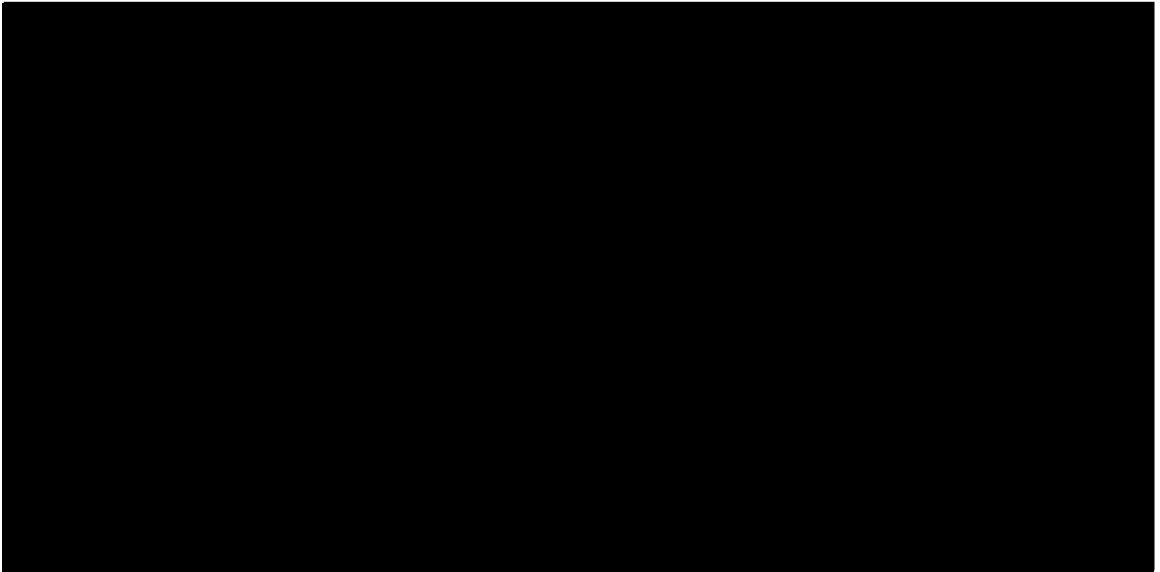


19.4

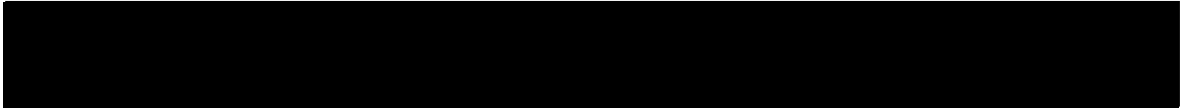




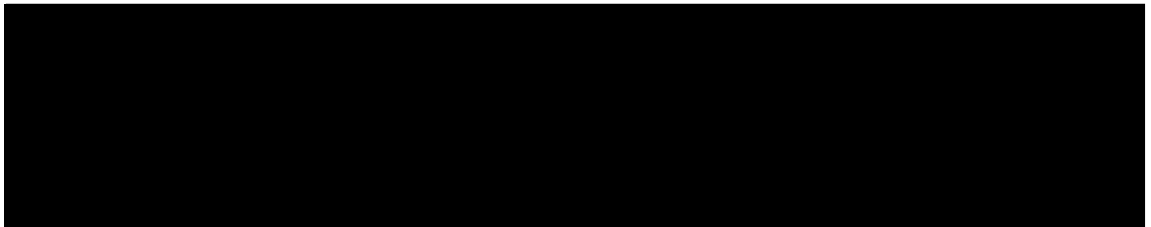
20. **Unused or unduly onerous title conditions**



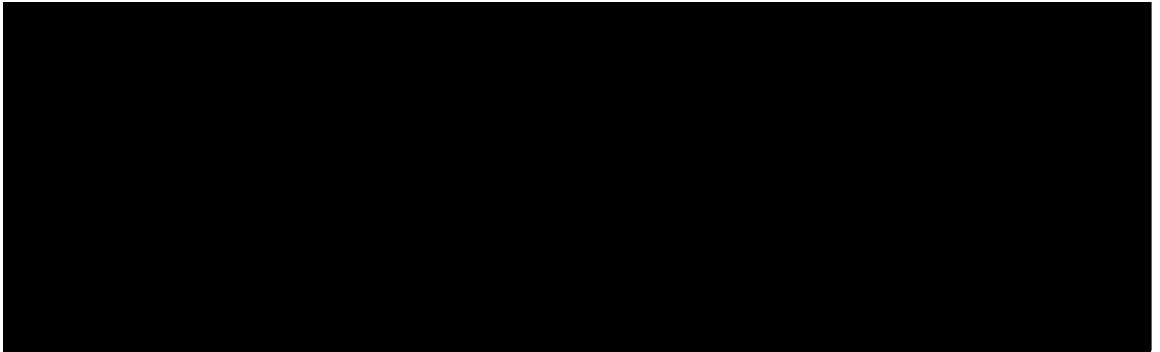
21. **Capital Allowances**



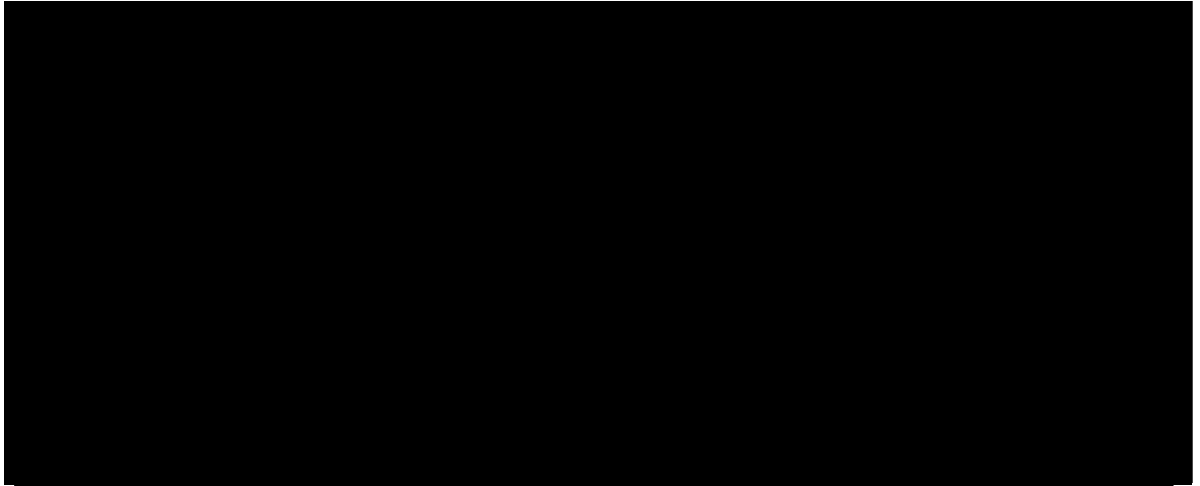
22. **Occupancy Rights**



23. **Servitudes etc**

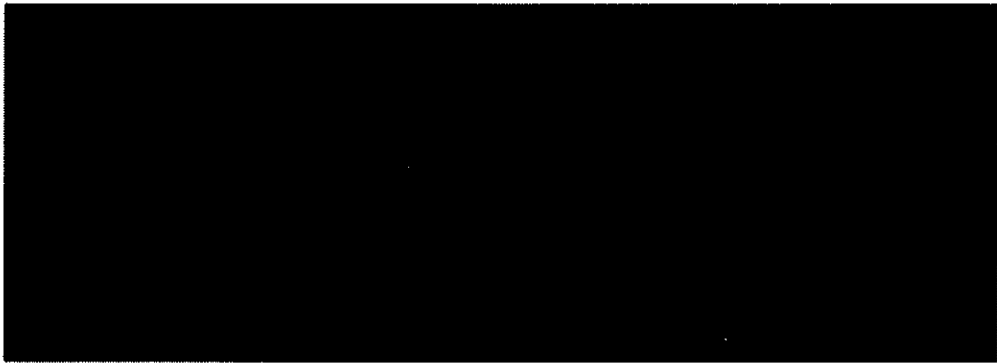


24. **Formal Documentation**

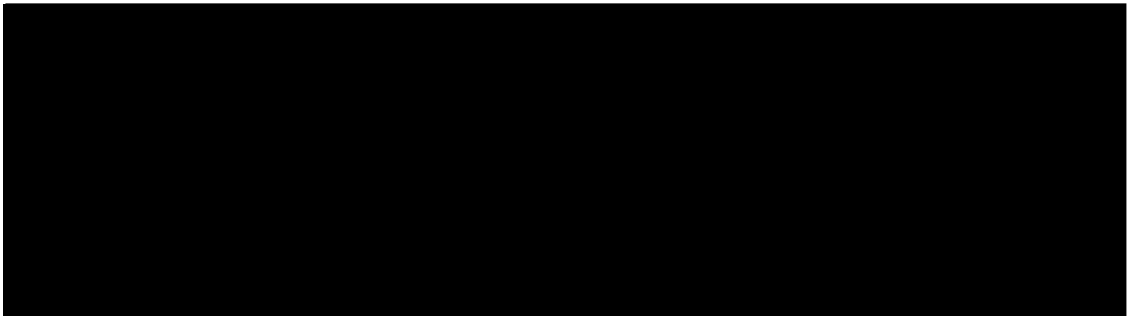


25.

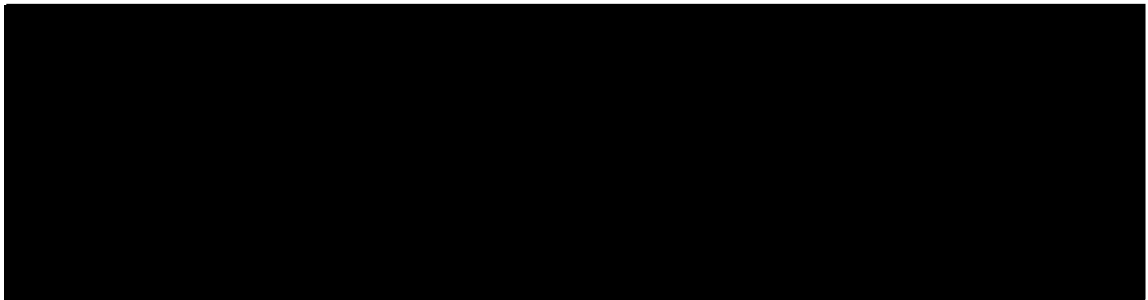




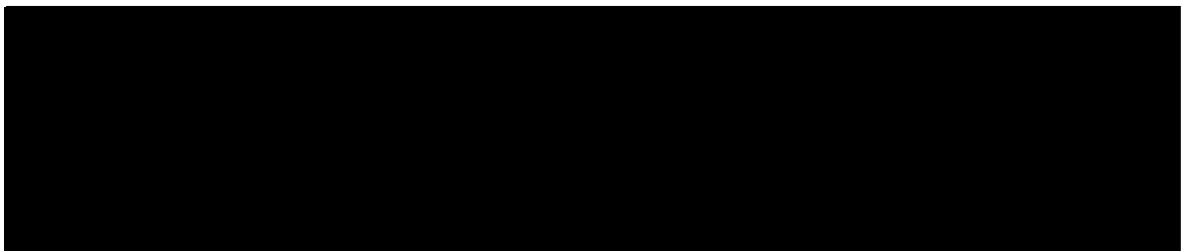
**26. Supersession**



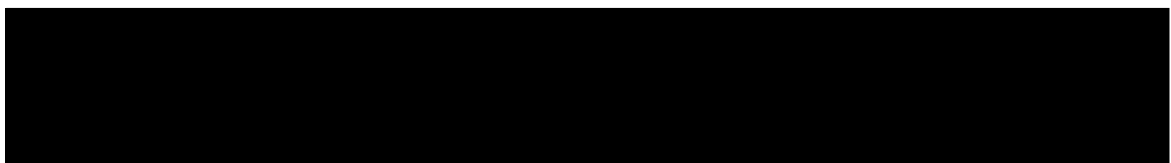
**27. Exclusion of Personal Liability**



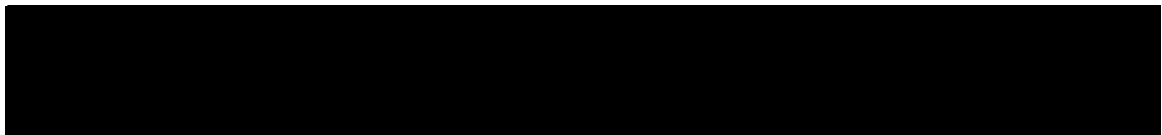
**28. Assignment**

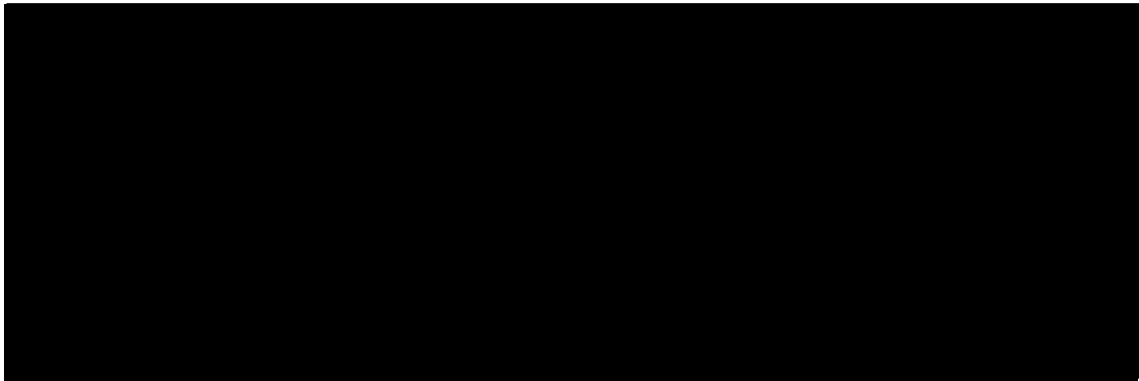


**29. Proper Law and Prorogación**

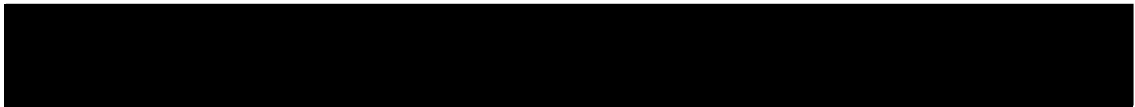


**30. "No loss" Argument**

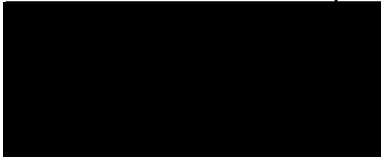




31. Time Limit



Yours faithfully



Signed by Robert Thomson Barr Jack at Edinburgh in the presence of:-



..... Witness



..... Name

Central Legal Office,.... Address  
NHS National Services Scotland  
Anderson House,  
Broadalbane Street,  
Bonnington Road,  
EDINBURGH, EH6 5JR

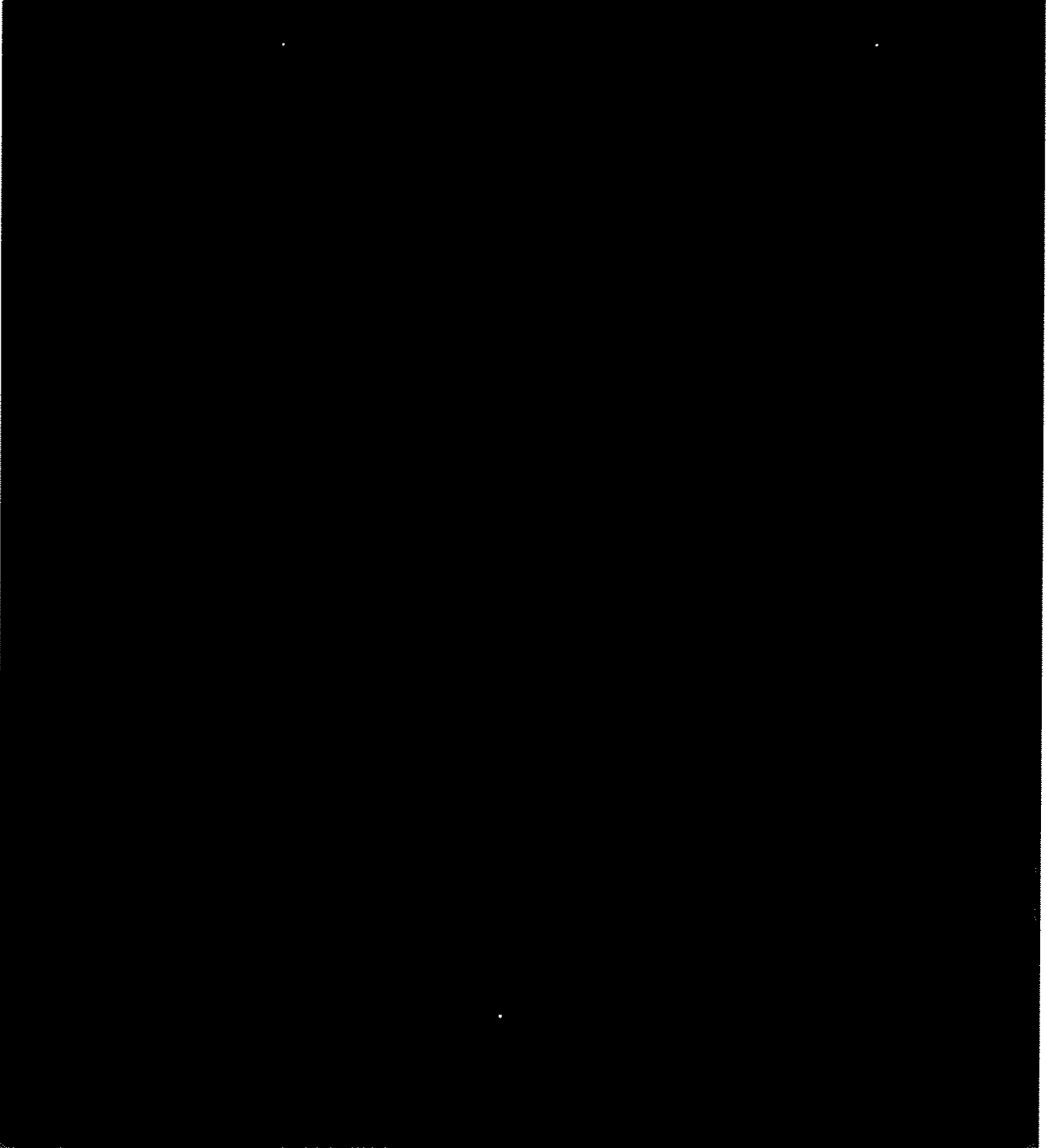


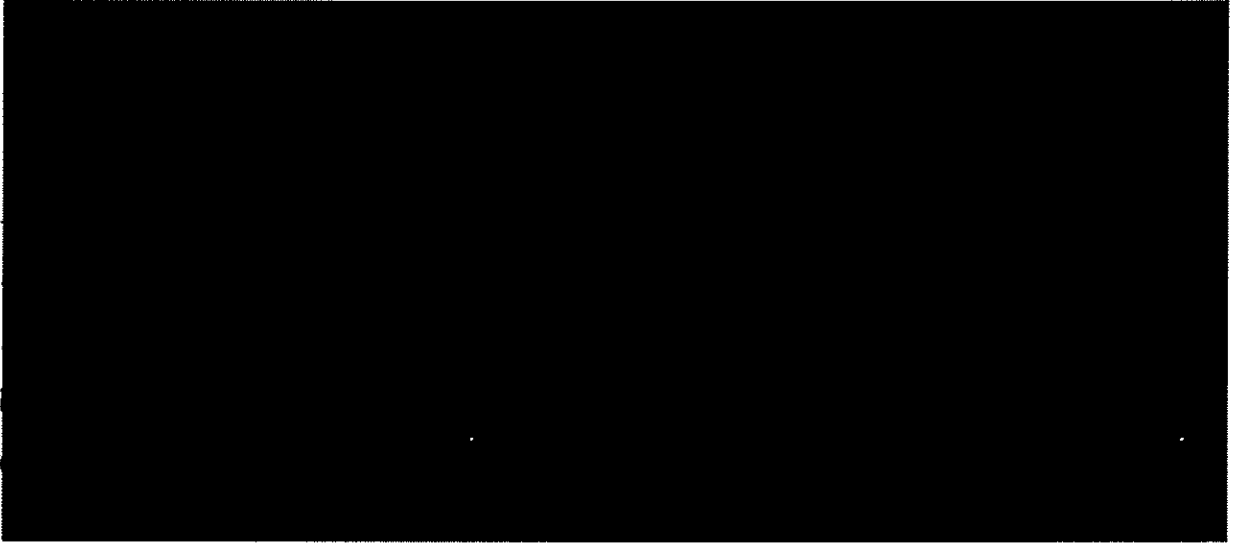


**Part 1**

**Disclosed Documents**

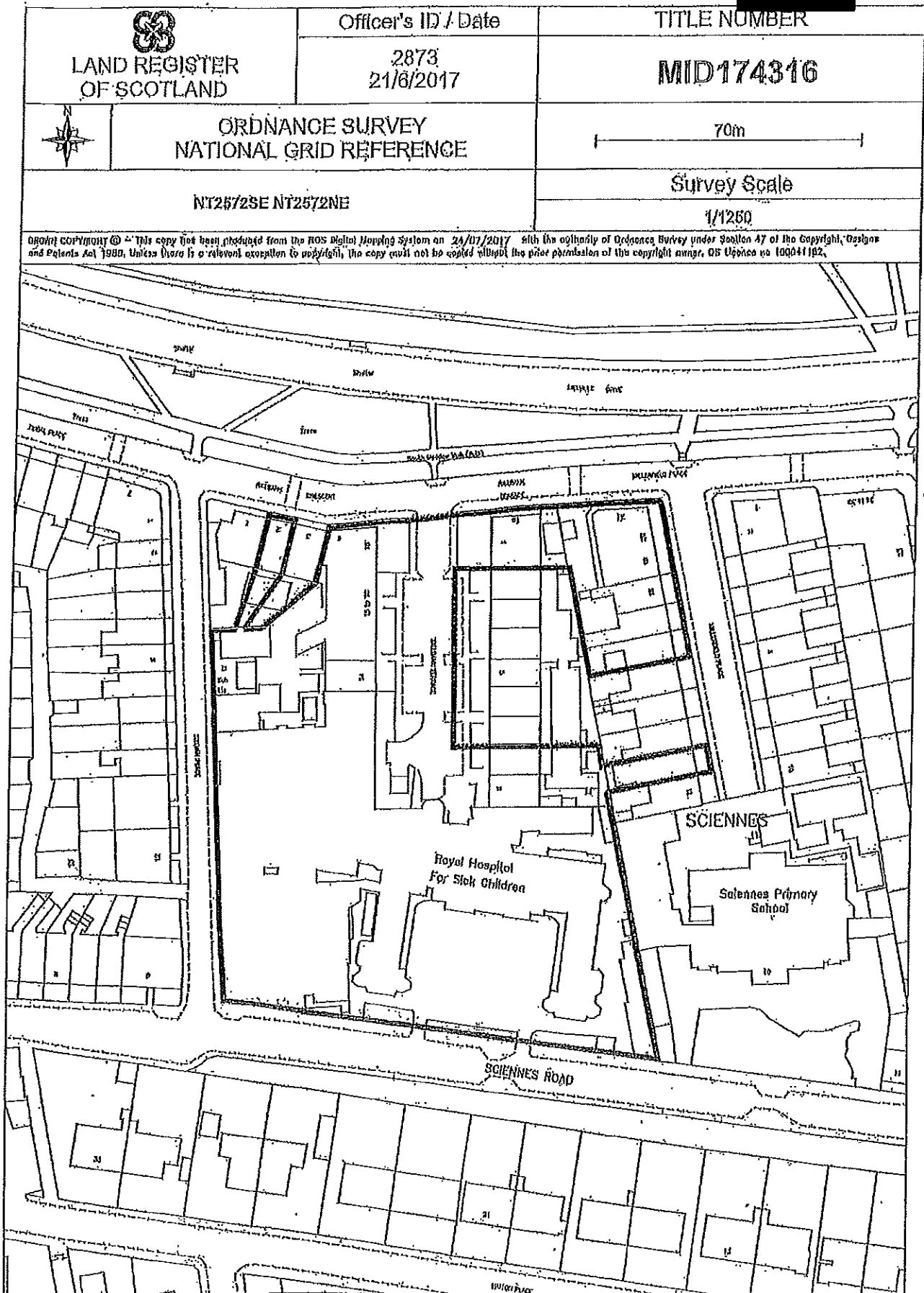
**RHSC Data Room Files**







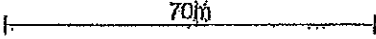
**Part 2**  
**Plans**

5/19/17  
This is one of the plans  
referred to in the foregoing  
offer

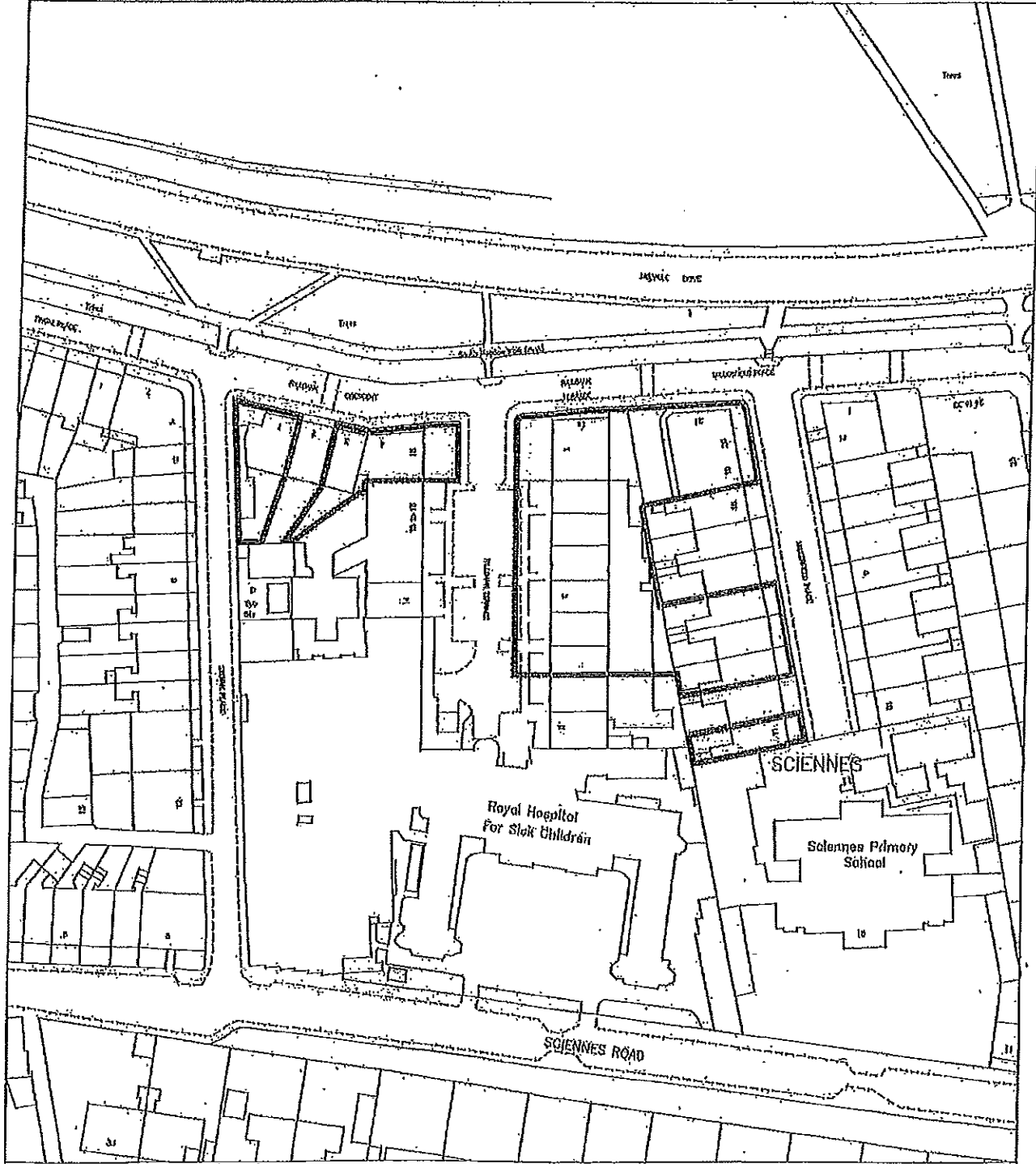


5/19/17  
 This is one of the plans  
 referred to in the foregoing  
 offer



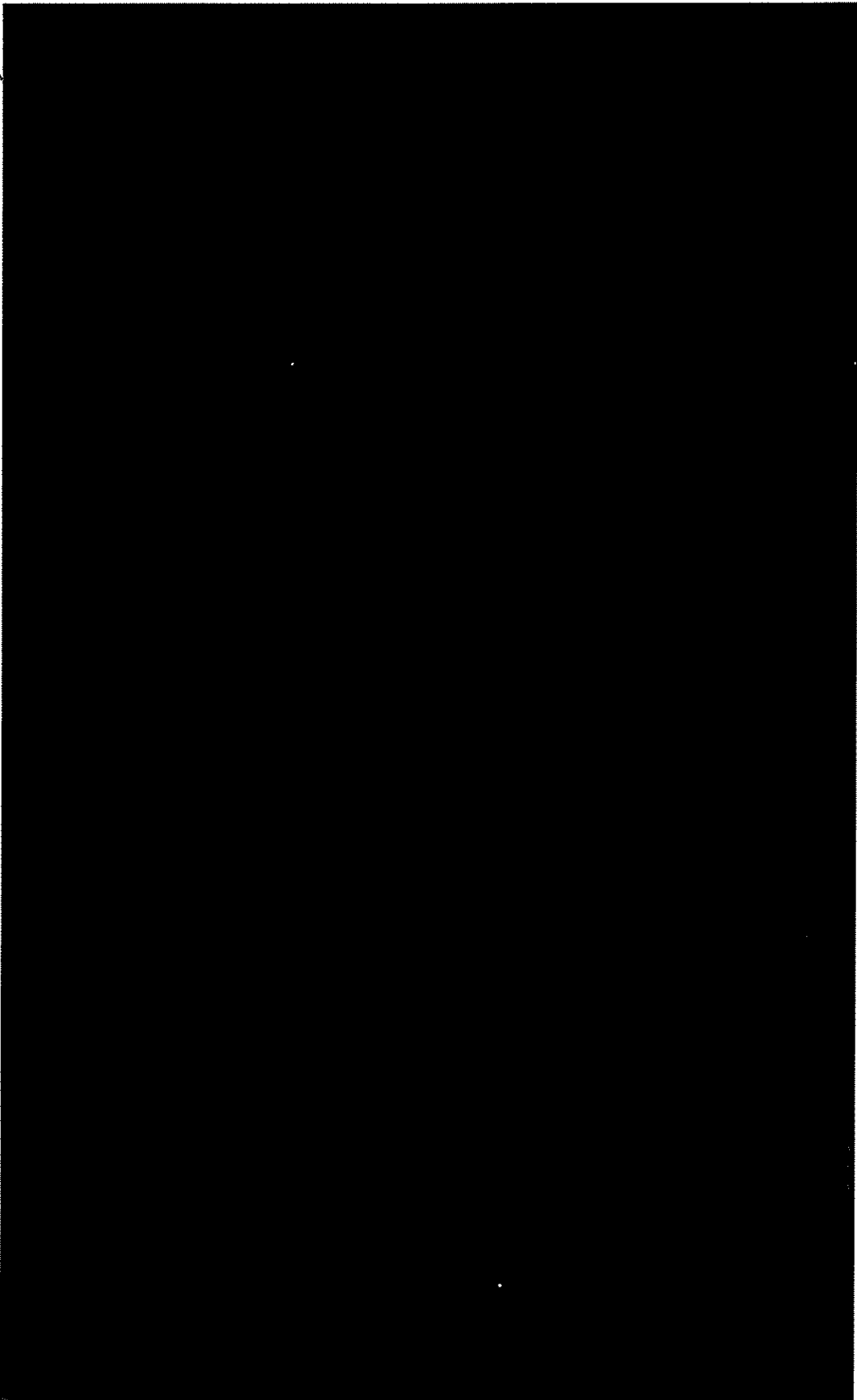
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	 ORDNANCE SURVEY NATIONAL GRID REFERENCE NT26728E NT2672NE	 Survey Scale 1/1250

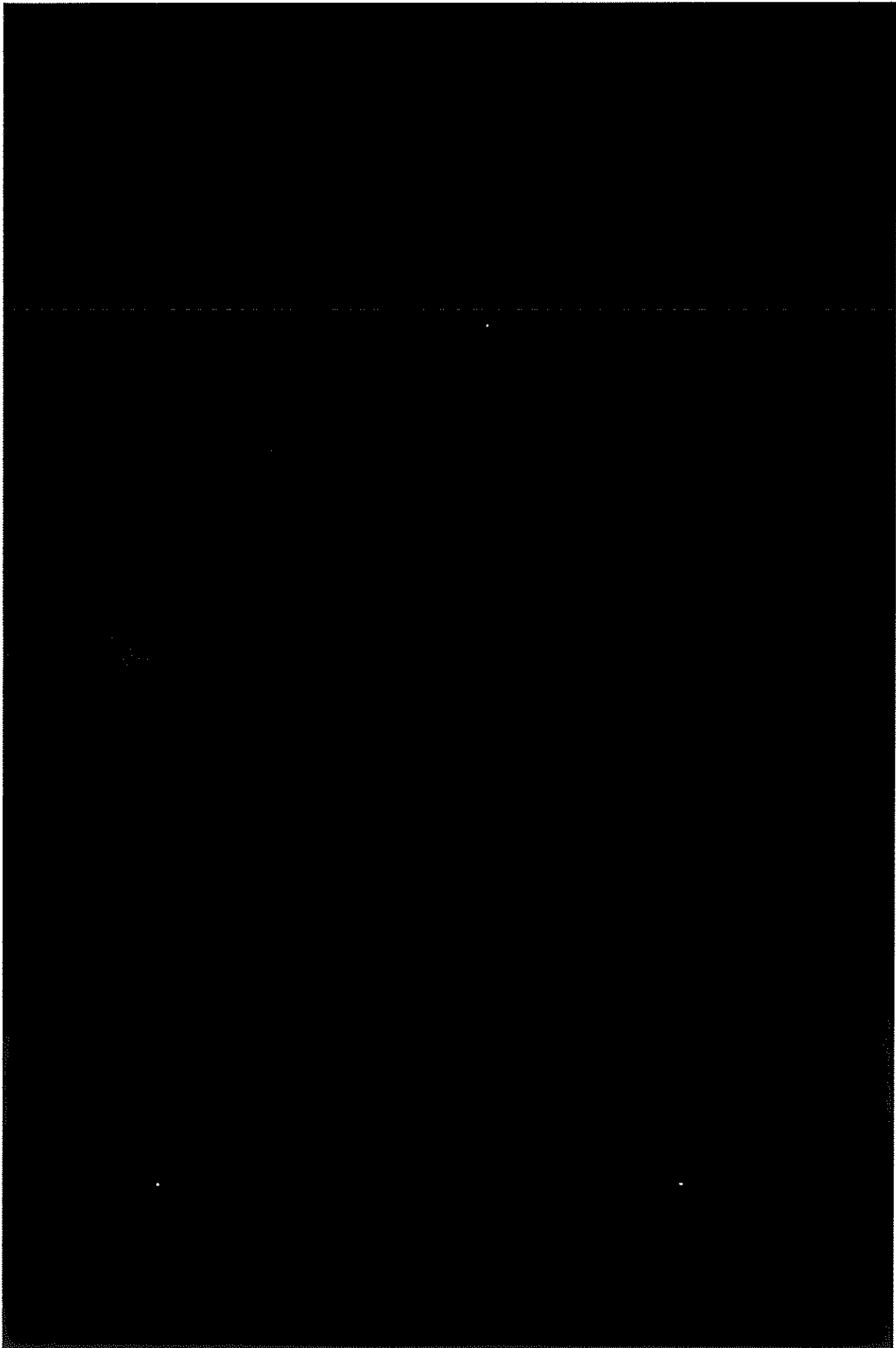
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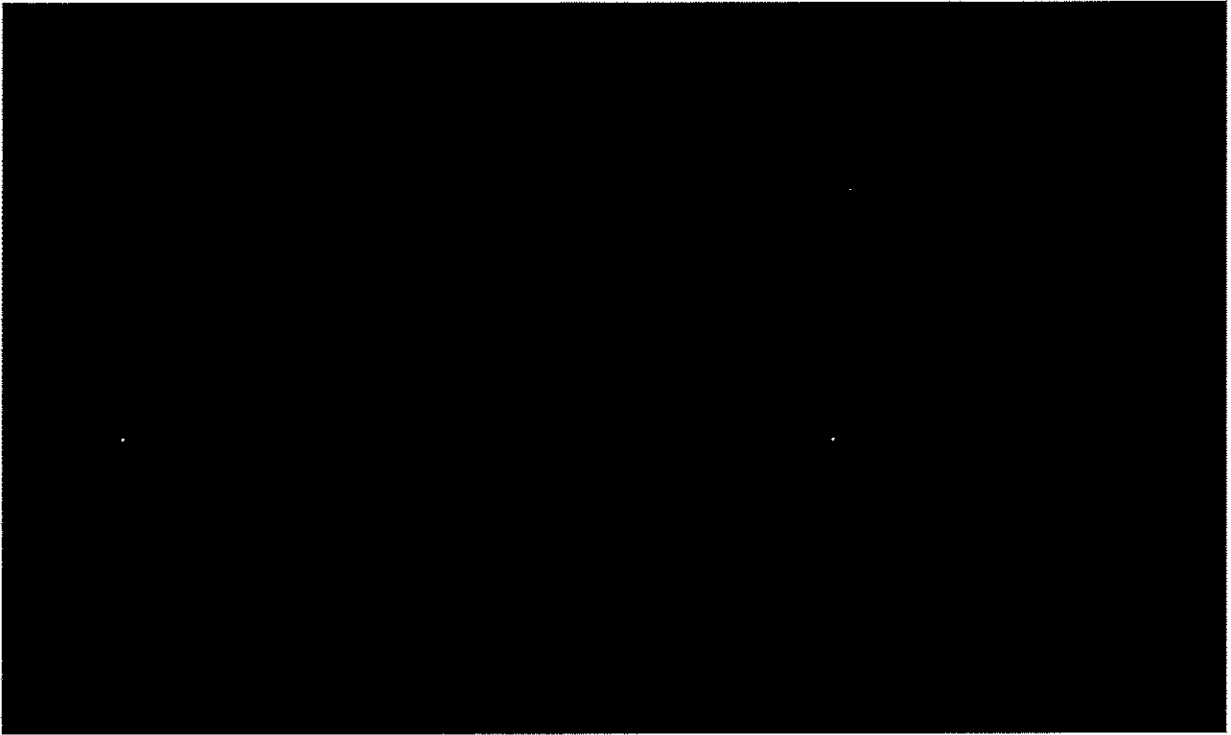
**Part 3**





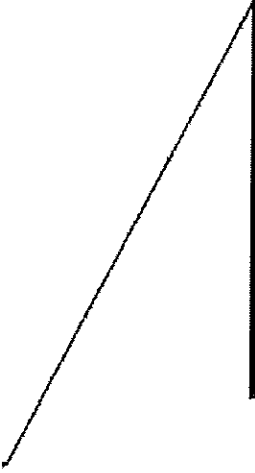
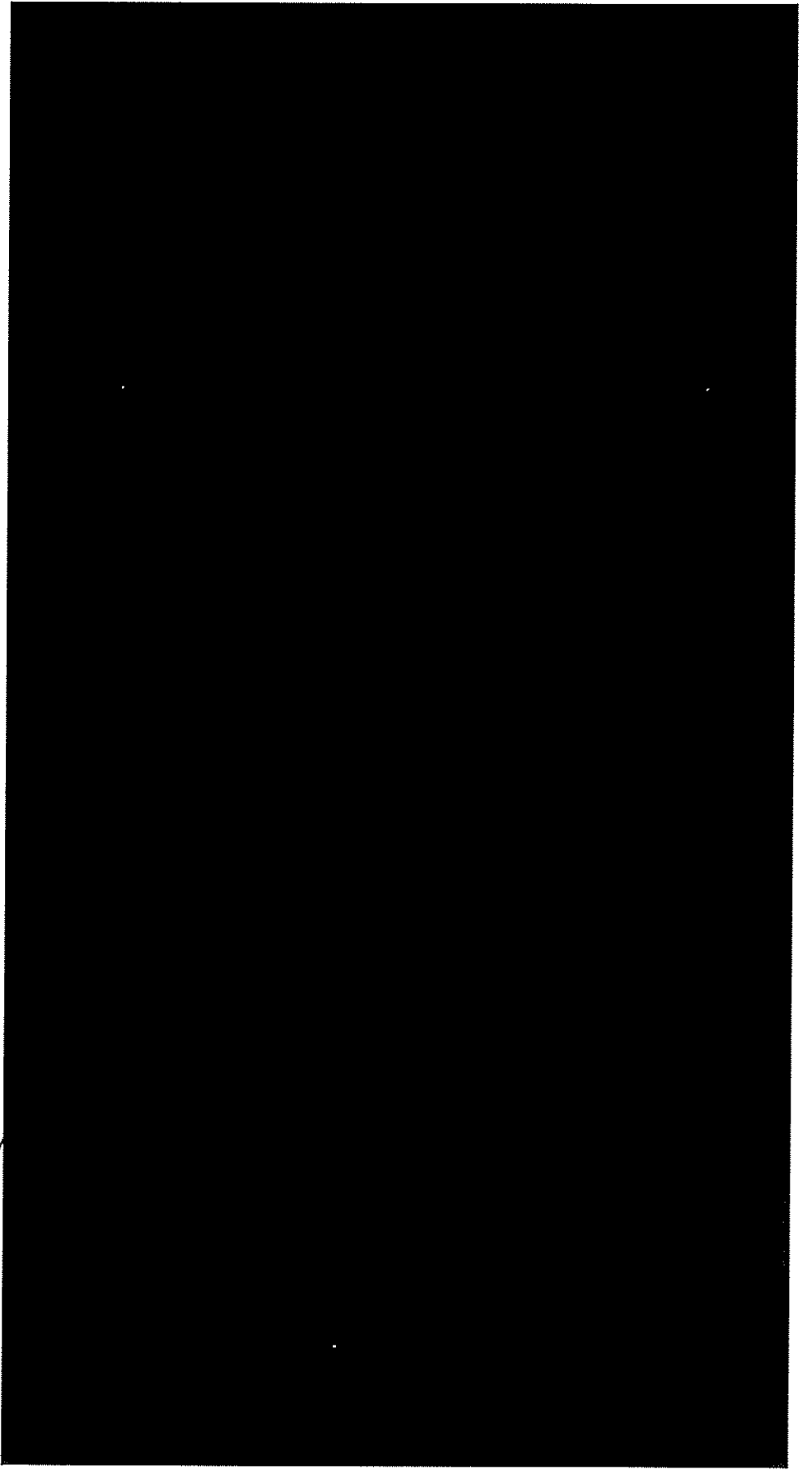


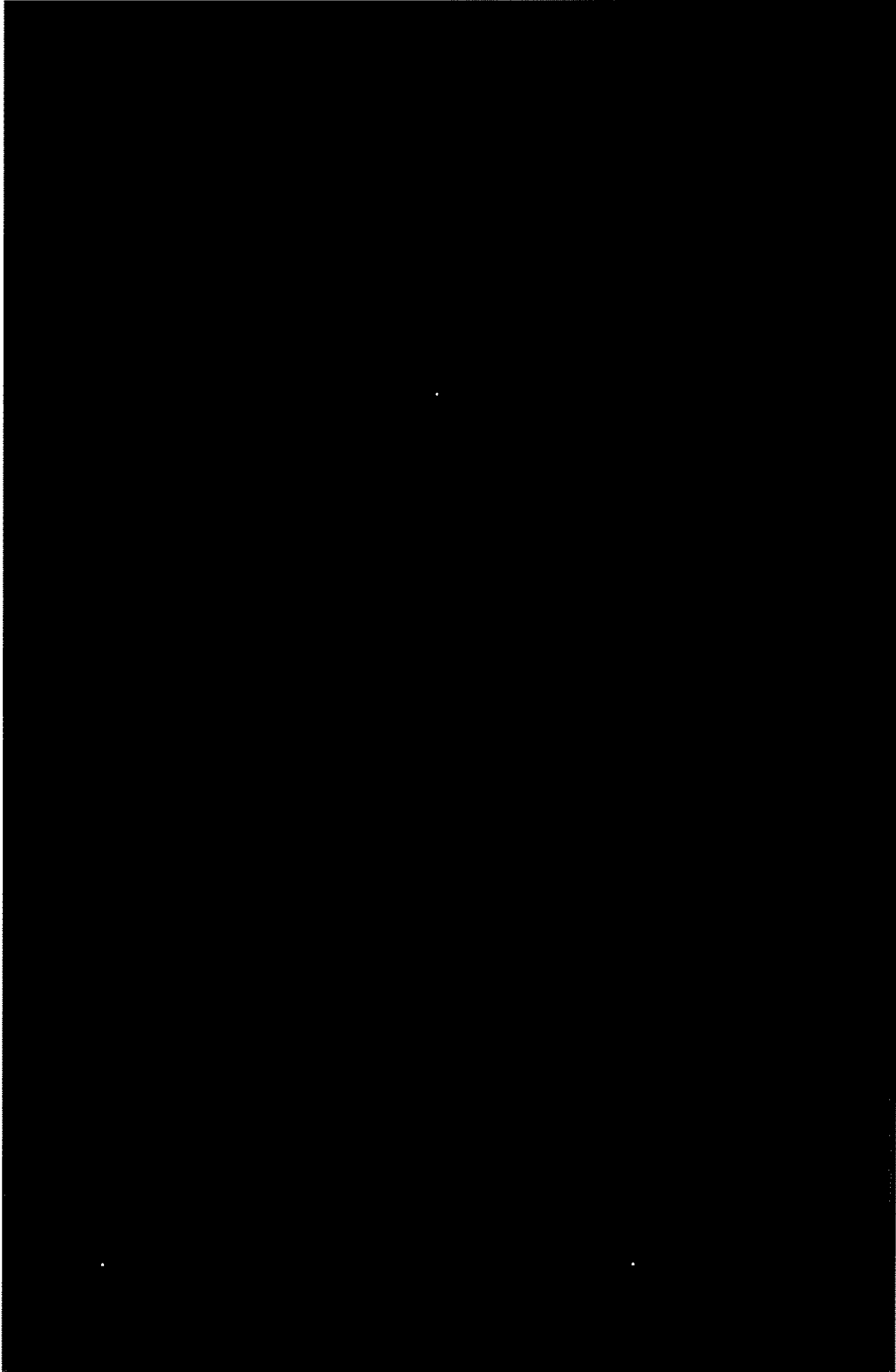




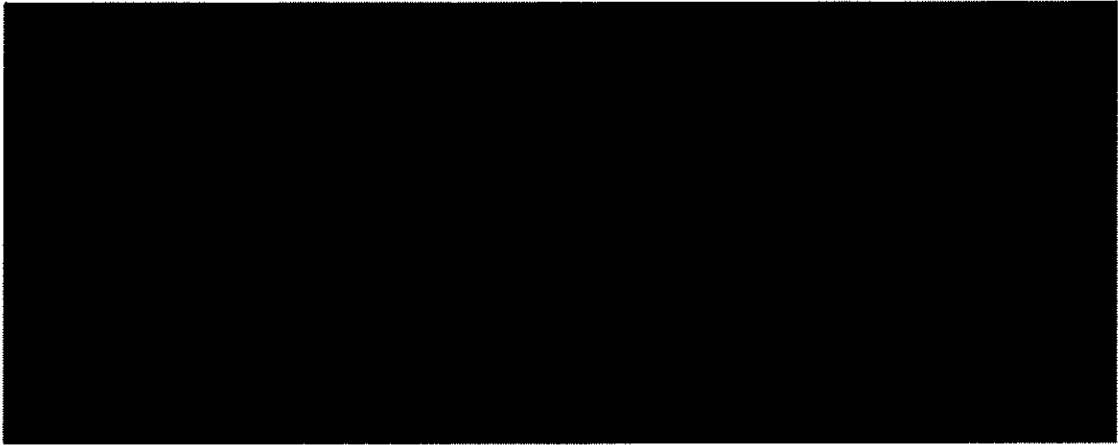
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**Part 4**  
**Clawback Agreement**





**[6 pages redacted exempt.]**



**[8 pages redacted exempt.]**



LMF/UKDP/88511/120147/UKM/84826216.2