

LEASE

Between

The Scottish Ministers, (hereinafter called "the landlord")

AND

Borve Common Grazings Committee per [REDACTED] (Clerk) residing at [REDACTED]
Berneray, Isle of North Uist (hereinafter called "the tenant").

1. The landlord hereby lets to the tenant and its executors and the tenant hereby takes on let All and Whole the subjects known as Boreraay Island extending to 187.500 hectares or thereby as shown coloured pink and delineated red on the plan annexed and signed as relative hereto and forms part of the Estate of Newton in the Parish of North Uist in the Western Isles.
2. The lease will be for a period of fifteen years from the term of Martinmas (28 November) 2002 (notwithstanding the dates hereof) and if not terminated after fifteen years will continue in force by tacit relocation.
3. The rent will initially be [REDACTED] Pounds [REDACTED] per annum, payable at Martinmas of each year for the year preceding, with interest on said yearly payment on any outstanding balance thereof until paid at the rate of four per centum per annum above the rate prescribed by regulations made by the Treasury under section 40 of the Land Compensation (Scotland) 1963 and prevailing as at the due date. The rent will be reviewed at five yearly intervals, the first review date being Martinmas (28 November) 2007 and the subsequent review dates occurring at intervals of five years thereafter, in accordance with the provisions of section 13 of the Agricultural Holdings (Scotland) Act 1991.
4. The holding is let subject to the Conditions of Let annexed and signed as relative hereto.

5. The tenant further agrees to any variation of the conditions shall be effective only by consent in writing of the landlord.

6. The parties hereto consent to the registration hereof and of the said Conditions of Let for preservation and execution; IN WITNESS WHEREOF these presents consisting of this and the preceding page are, together with the Conditions of Let and plan annexed hereto, subscribed by [REDACTED] an Assistant Chief Agricultural Officer of the Scottish Executive Environment and Rural Affairs Department, being an Officer of the Scottish Ministers at Edinburgh on the Thirteenth day of August Two thousand three, before this witness [REDACTED] Civil Servant with the said Department at Pentland House, Robb's Loan, Edinburgh and by the said [REDACTED] Berneray on the Twenty third day of August Two thousand and three before this witness [REDACTED] Berneray.

(WITNESS)

[REDACTED]

[REDACTED]

(B.C.G.C.)

(WITNESS)

[REDACTED]

[REDACTED]

(Sc. Min)

CONDITIONS OF LET

1. **TENURE** – The subjects referred to in the foregoing Lease (hereinafter referred to as “the holding”) shall be held and occupied as an agricultural holding under and in terms of the Agricultural Holdings (Scotland) Act, 1991 (hereinafter referred to as “the Act”) and subject to the conditions herein contained. Except with written consent of the landlord the holding shall not be used for any purpose other than for agriculture. The landlord shall give to the tenant notice if he considers that this condition has been infringed, stating the nature of the infringement within a reasonable time. If the infringement is not so remedied the landlord may proceed to terminate the tenancy.
2. **FIXED EQUIPMENT: LANDLORD’S LIABILITY** – The landlord will, during the tenancy, effect such replacement or renewal of the fixed equipment as may be rendered necessary by natural decay or by fair wear and tear.
3. **FIXED EQUIPMENT: TENANT’S LIABILITY** – The tenant shall be bound to maintain any fixed equipment in as good a state of repair as at the commencement of the tenancy, natural decay and fair wear and tear excepted.
4. **TENANT’S FAILURE TO IMPLEMENT CONDITIONS AS TO MAINTENANCE OF FIXED EQUIPMENT** – If in the opinion of the landlord the tenant fails to implement the obligations incumbent upon him in terms of Condition 3 hereof, the landlord, in his discretion and without prejudice to the exercise of any legal rights and remedies available to him, shall have the full power and liberty, upon giving reasonable notice of his intention to do so, to carry out the necessary work and recover the cost thereof as a debt from the tenant, as such cost shall be certified by a duly authorised officer of the Scottish Executive Environment and Rural Affairs Department.
5. **SERVITUDE RIGHTS AND RIGHTS OF WAY** – The holding is let subject to any existing servitude rights, wayleaves and rights of way that may affect the same and the landlord shall be in no way responsible to the tenant for any damage that may be done through the exercise of such rights.

6. RIGHT OF ENTRY – The landlord shall have the right to authorise any person or persons to enter at all reasonable times upon the holding for any of the following purposes, that is to say –

- (a) viewing the state of the holding;
- (b) fulfilling the landlord's responsibilities to manage the holding in accordance with the Rules of Good Estate Management; and
- (c) providing, improving, replacing or renewing fixed equipment on the holding otherwise than in fulfilment of his said responsibilities.

Under reference to Condition 8 (Reservations) below the landlord shall have a similar right in fulfilment of his rights under the reservations specified.

Where any works are carried out by the landlord in connection with the provision, improvement, replacement or renewal of fixed equipment on the holding the tenant shall have no right to compensation in respect of such entry or for damage due to the carrying out of such work.

7. ASSIGNING TENANCY AND SUB-LETTING HOLDING – The tenant shall not without the prior consent of the landlord in writing assign his tenancy or sub-let the holding or any part of the holding.

8. RESERVATIONS – The landlord reserves:-

- (1) The sites of all non agricultural buildings or equipment, including inter alia all telephone or electric standards, poles or stays or other telephone or electric or electronic equipment on the holding prior to the date of entry of the tenant with the right of access to same by all times to himself or others authorised by him. The tenant shall not be entitled to any payment in respect of loss, inconvenience or interference on account of existing buildings or equipment;

- (2) The right on giving not less than two months' notice in writing to the tenant, to resume the whole or any part of the holding or building, planting, feuing or other purposes (not being agricultural purposes);
 - (3) The right to excamb land and carry out any works which in his sole opinion would be for the benefit of the Estate of which the holding forms part;
 - (4) All timber, with power to prune, cut and remove the same; and
 - (5) The sole right to the game of every kind, including hares, rabbits and wild fowl (but without prejudice to the operation of the Ground Game Act, the Pests Act, 1954 and the Wildlife and Countryside Act, 1981) and also the right to all the fish in the burns and lochs with power to him and those having his permission to hunt, shoot or otherwise kill and take game and to fish.
9. ARBITRATION – Any question or difference between the tenant and the landlord under these Conditions of Let which under the Acts is required to be determined by arbitration shall if the landlord and the tenant so agree be remitted for determination by the Scottish Land Court.
10. WAYGOING – The landlord shall, without prejudice to his rights under provision of Condition 4 hereof, be entitled to recover from the tenant, on the tenant's quitting the holding on the termination of the tenancy, compensation in respect of any dilapidation or deterioration of, or damage to, any part of the holding or anything in or on the holding caused by the non-fulfilment by the tenant of his responsibilities to farm in accordance with the Rules of Good Husbandry and in accordance with the provisions of section 45 of the Agricultural Holdings (Scotland) Act 1991 or of his responsibilities in terms of these Conditions of Let. The amount of compensation so recoverable shall be the cost, at the tenant's quitting the holding of making good the dilapidation, deterioration or damage.
11. INSURANCE – The tenant shall insure to their full value all stock on the holding and shall annually renew the premiums for the then current year.

12. GENERAL – In the event of (a) breach of any of the Conditions of Let (whether general Conditions of Let or conditions contained in the lease) by the tenant, or (b) his having an award of sequestration pronounced affecting his estate or (c) his granting a trust deed for behoof of creditors or (d) his becoming notour bankrupt, the landlord shall, in his option, be entitled to exercise any right competent to him to remove the tenant from the holding.

[Redacted]

(BCGC)

[Redacted]

(sc. Min)

LEASE

by

THE SCOTTISH MINISTERS

in favour of

Borve Common Grazings Committee

2002

Subjects - Boreraay Island
Entry - Martinmas (28 November) 2002
Duration - 15 years
Rent -  per annum