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Our ref: GWM

Date 11/11/2023

Gryffe Manor Properties Ltd

7 Hallcraigs Cresent

Houston

PA6 7FA

Dear Sirs

**Licence to Occupy – Plot 3B Easter Kincaple Farm Cottage, by St,Andrews**

On behalf of and as instructed by the Licensors we offer to allow the Licensees to occupy and use the Property on the following conditions:

1. **Definitions and interpretation**
   1. In the Licence:

**“Buildings Insurance Fee”** means the monthly premium for Buildings Insurance for the Property;

**"Date of Entry"** means 11 December 2023;

**"Date of Termination"** means 31 October 2038 or such other date following the extension of the Licence Term in terms of Clause 3.1, being the date upon which the Licence terminates;

**"Interest"** means interest on the sum in question at 5.25% per annum above the base rate from time to time of 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;

**"Licence"** means the licence to occupy the Property constituted by this offer and all duly executed letters following on from it;

**"Licence Fee"** means the sum of £500 per annum, or as thereafter revised by agreement between the parties;

**"Licensee"** means Gryffe Manor Properties Ltd, a company registered under the Companies Acts (Company number **SC656225**) and having its registered office at 7 Hallcraigs Cresent, Houston, PA6 7FA.

**"Licensors"** means RC Administration Limited (RCA), incorporated under the Companies Acts (Registered Number 12409200) and having their Registered Office at RCA registered office is at 1a Park Lane, Poynton, Stockport, SK12 1RD and Nicola Steele, residing at 7 Hallcraigs Cresent, Houston PA6 7FA as Trustees of the Nicola Steele Pension Scheme.

**"Parties"** means the Licensors and the Licensees;

**"Permitted Use"** means the siting and operation of a moveable caravan or other temporary structure, for holiday rental purposes only;

**"Property"** means:Plot 3B Easter Kincaple Farm Cottage, by St,Andrews KY16 9SG

**"Working Day"** means any day on which clearing banks in Glasgow are open for normal business.

* 1. In the Licence, unless otherwise specified or the context otherwise requires:
     1. any reference to one gender includes all other genders;
     2. words in the singular only include the plural and *vice versa*;
     3. any reference to the whole is to be treated as including reference to any part of the whole;
     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*;
     5. any reference to a Clause or Schedule is to the relevant Clause or Schedule of the Licence;
     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;
     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;
     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;
     9. a document will be duly executed only if it is executed in such manner as meets the requirements of Section 3 of the Requirements of Writing (Scotland) Act 1995; and
     10. where at any one time there are two or more persons included in the expression “Licensees” obligations contained in the Licence which are expressed to be made by the Licensees are binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order.
  2. The headings in the Licence are included for convenience only and are to be ignored in construing the Licence.

1. **Licence**
   1. Subject to due compliance by the Licensee with their obligations under the Licence, the Licensors will permit the Licensee to occupy and use the Property for the Permitted Use with all necessary non-exclusive rights of access to and egress from the Property from/to the public highway subject to all title conditions and rights of whatever nature affecting it.
   2. The Licensee will occupy the Property as mere licensee only and acknowledges that possession of the Property is retained by the Licensors subject to the rights created by the Licence.
   3. The Parties agree that the Licence is not a lease and does not confer any tenancy rights on the Licensee.
2. **Duration**
   1. The Licence will commence on the Date of Entry and will continue to the Date of Termination.
   2. At the Date of Termination, the Licensee will:
      1. remove from the Property with their whole equipment and other items, without the need for any notice from the Licensors, and
      2. leave the Property intact and in a condition consistent with full compliance with their obligations under the Licence.
3. **Payments**
   1. The Licensee will pay the Licence Fee annually in advance, the first payment being due on or before the Date of Entry.
   2. The Licensee will also pay for the duration of the Licence:
      1. all rates, taxes, duties, levies, charges, assessments, impositions and outgoings whatsoever imposed on or payable in respect of the Property or on its owner or occupier;
      2. all utilities for the Property;
      3. all insurance premiums payable under the insurances effected by the Licensor acting reasonably in relation to the Property;
      4. all costs incurred by the Licensors in procuring the remedy of any breach of any obligation of the Licensee under the Licence.
   3. All sums payable under the Licence, including the Licence Fee, are exclusive of Value Added Tax.
   4. If the Licence Fee, or any other sum payable by the Licensee to the Licensor in terms of this Licence, is not paid on the due date then the Licensee will pay to the Licensors Interest on the outstanding sum.
4. **Use**
   1. The Licensee will use the Property for the Permitted Use and for no other purpose.
   2. The Licensors give no warranty that:
      1. the Property is suitable for the Permitted Use; or
      2. the Permitted Use is or will remain the permitted use of the Property within the provisions of the planning or other relevant legislation from time to time.
   3. The Licensee will not do or permit to be done upon or in connection with the Property anything which would be a legal nuisance or cause of damage to the Licensors or the other occupiers of any neighbouring premises or both.
   4. The Licensee will comply with:
      1. all statutes, bye-laws and other regulations affecting the Property or the Licensee’s use of the Property;
      2. all obligations, restrictions, reservations and other conditions in the titles of the Property; and
      3. all reasonable regulations which may be issued from time to time by the Licensors or their agents in relation to the Property, including in respect of health and safety, risk management and security.
5. **Indemnity and insurance** 
   1. The Licensee will indemnify and keep indemnified the Licensors on demand from all liability in respect of:
      1. any injury to or death of any person;
      2. damage or loss which may be suffered by any persons by reason of or arising out of the use of the Property by the Licensee;
      3. any breach by the Licensee of his obligations under the Licence; and
      4. local authority rates and other costs associated with the occupancy of the Property.
   2. The Licensee will take out insurance cover:
      1. such as is necessary to give full indemnification to the Licensors in respect of the matters referred to at Clause 6.1.1 and 6.1.2; and
      2. against public liability in at least the sum of £2 million for each and every claim

and, in both cases, will produce written evidence of such insurance to the Licensors on demand.

* 1. The Licensee will not do anything which vitiates or makes void or voidable any insurance policy for the Property effected by the Licensors, or causes monies otherwise payable under such policy to be irrecoverable or refused or withheld, or an increased premium or loading to be payable in respect of such policy.
  2. Should the use or non-use of the Property cause any increase in the cost of insuring any adjacent premises of the Licensors the Licensee will on demand from time to time pay to the Licensors the amount of any such increase.

1. **Alienation**
   1. The Licence is personal to the Licensee and the Licensee will not (either wholly or partially) assign, sub-let, part with or share occupation or otherwise deal in any way with their interest in the Licence.
   2. The Licensors will be entitled to assign their interest under the Licence.
2. **Condition**
   1. The Licensee accept the Property in its present condition as being fit in all respects for the Permitted Use.
   2. The Licensee will leave the Property in the same condition it is in at the Date of Entry, at the Date of Termination all to the satisfaction of the Licensors (acting reasonably).
   3. If the Licensee fails to carry out any works to the Property for which they are responsible in terms of the Licence after a written demand has been made by the Licensors, the Licensors may carry out such works (without prejudice to their other rights including their rights to terminate the Licence) and the Licensee will pay to the Licensors on demand the whole proper costs incurred by the Licensors in so doing, together with Interest.
   4. The Licensor will have no liability to repair, maintain, renew or replace the Property.
3. **Alterations**
   1. The Licensee will not carry out any alterations or additions to the Property without the prior written approval of the Licensors (which will not be unreasonably withheld or delayed in respect of internal non-structural alterations only).
   2. To the extent requested by the Licensors, the Licensee will remove any alterations and additions carried out by him and reinstate the Property at the Date of Termination to the condition they were in before such alterations and/or additions were made.
4. **Access**

When taking access to the Property, the Licensors will, and will procure that any other parties exercising such rights of access will:

* 1. cause minimum interference reasonably practicable with the Licensee’s use of the Property and
  2. make good to the Licensee’s satisfaction (acting reasonably) any damage caused to the Property and the Licensee’s fixtures and fittings.

1. **Registration**

The Licensors will:

* 1. register the Licence in the Books of Council and Session for registration for preservation and execution;
  2. order two extracts; and

deliver one of the extracts to the Licensee as soon as reasonably practicable following receipt of the extracts.

1. **Early termination**

If:

* 1. any sums due under the Licence (including the Licence Fee) or any part of them are not paid on the due dates, or
  2. the Licensee fails to implement any of their other obligations under the Licence, or
  3. the Licensee:
     1. goes into liquidation, receivership or administration;
     2. signs a trust deed for creditors, are sequestrated or enter into a voluntary arrangement;
     3. becomes insolvent or apparently insolvent; or
     4. is wound up or dissolved

then, in each case, the Licensors may, at their option, at any time by notice in writing to the Licensee terminate the Licence with effect from the date specified in the notice but reserving to the Licensors their right of action in respect of any antecedent breach of the Licensee’s obligations.

1. **Notices** 
   1. Any notice, demand, request or certificate required under the Licence must be in writing and may be delivered personally or sent by post to the relevant Party using the relevant details specified in Clause 14.3.
   2. Any notice, demand, request or certificate will be deemed to be received:
      1. if delivered personally, (with proof of delivery) at the time of delivery; and
      2. if sent by recorded delivery post, 48 hours after the date of posting;

Provided that if, in the case of personal delivery, such delivery occurs outwith normal business hours on a Working Day or on a day which is not a Working Day, delivery will be deemed to occur on the next Working Day.

1. **No Liability**

The Licensors are not liable to the Licensee for any loss, injury or damage which the Licensee may sustain from a deficiency in any part of the Property or the death of or injury to any person or for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights conferred on the Licensee under the Licence.

1. **Formal Documentation**
   1. Neither the Licensee nor the Licensors will be bound by any acceptance of this offer or any other letter purporting to form part of the Licence or any amendment or variation of the Licence unless it is duly executed.
   2. The Licence represents the entire agreement between the Parties relating to the licence of the Property and supersedes any previous agreements between the Parties relating to it. Neither of the Parties has been induced to enter into the Licence on account of any prior warranties or representations made which are not embodied in the Licence and no representation, warranty or undertaking of any description in respect of the Property, whether in relation to title, state of repair, compliance with statutes or other matters, the existence of local authority or other proposals or orders, or otherwise, is given in the Licence except insofar (if at all) as expressly stated in the Licence.
2. **Costs**
   1. The Licensee will bear the costs and expenses of preparing this License.
   2. The Licensee will pay within five Working Days after written demand the costs of registering the Licence in the Books of Council and Session and obtaining the extracts.
3. **Proper Law and Prorogation**

The Licence and the rights and obligations of the Licensors and the Licensee are governed by and are to be construed in accordance with the law of Scotland and the Licensors and the Licensee are deemed to have agreed to submit to the non-exclusive jurisdiction of the Scottish courts.

1. **Consent to Registration**

The Parties consent to registration of the Licence for preservation and execution.

Yours faithfully

Signed on behalf of MSM Solicitors in the presence of:-

Witness:…………………………………..

Address: 51 Moss Street, Paisley

Occupation: Secretary

We, Gryffe Manor Properties Limited, hereby accept the foregoing Licence to Occupy..

Witness………………………………………. …………………………..Director

Full name of Director……………………………..

Full name of Witness:………………………… Date of Signing: ………………………..

Address of Witness:…………………………… Place of Signing: ………………………..

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