

1.	Subject Property:	<p>Cloverhill Sports Pitch [Address once confirmed]</p> <p>Comprising the land, any buildings (including any changing rooms and pavilion subsequently delivered by the Tenant), sports pitch surface, fences, footpaths and lighting contained within the Demise, and the adjacent shared car park.</p> <p>The Sports Pitch itself will be provided in accordance with the specification attached to the lease agreement.</p>
2.	Outline Sports Pitch Specification:	<ul style="list-style-type: none"> • 100mx60m (plus 3m run off area on all sides) • 3G Synthetic Sports pitch and all associated works including Drainage, Floodlights and Fencing. • The 3G Synthetic Sports pitch to be constructed with all Sub Base Upfill / Drainage and Membranes over entire area and finished on top with 3G Synthetic 60mm Pile finish – Constructed to current FIFA Quality Performance Standards. Kerbing to edge of pitch together with all Associated Line Markings. Pitch to be supplied with 1No Set of Football Goal Posts FBL 635 & 2 No Sets of Football Goal Posts FBL 439. • Pitch to be fitted with Floodlighting system comprising 6no Columns 15metre height with 200Lux Lighting Tops. All fed with power at edge of pitch. All cabling to be ducted and with duct chambers adjacent to Lights. • Pitch to be provided with 5.0metre high Black RAL 9005 Galvinised & PVC Powder Coated Ball Stop Fencing. Fencing to include Double Leaf Vehicle Access Gates & 2No Single Pedestrian Access Gates. • Area around Pitch to be Grass seeded. • All parts of Specification require to be Approved by Council prior to Construction
3.	Demise:	<p>As detailed on the attached plan, edged red extending to XX acres, as indicated on the attached plan. [LEGAL PLAN REQUIRED]</p>
4.	Landlord:	<p>Aberdeen City Council Marischal College Aberdeen AB10 1AB</p>
5.	Tenant:	<p>Bridge of Don Thistle Junior Football Club (Legal entity (a Trust) to be confirmed once the Heads of Terms are signed)</p> <p>Key contacts noted below; Barry Park Lewis Muirhead</p>
6.	Lease Term:	125 years

7.	Break Clause	<p>Year three, aligned with the commencement of works associated with the construction of the training facility</p> <p>Break out clause associated with running standards not being met.</p>
8.	Rent:	£1 per annum (if asked)
9.	Date of entry:	Completion of the pitch expected October 2025. Date of access TBC , subject to review with the main construction programme.
10.	Tenant Development Obligations:	<p>To deliver at the Tenant's own cost within the Development Period a suitable permanent changing facility on the site, in the position indicated on the attached plan (or other location subject to the agreement of the Landlord) exclusively associated with the sports pitch including appropriate changing rooms, showers facilities, storage space and toilet facilities.</p> <p>With the benefit of a required statutory consents and subject also to the reasonable approval of the Landlord of the designs prior to construction. For the avoidance of doubt, you are specifically advised that the approval hereby given is granted solely for the Council's interest as owner and does not mean that planning permission, if appropriate, or any other licences or permissions which may be necessary have or will be granted.</p> <p>Maintenance obligations to be reviewed and amended by the Landlord as required in line with the addition of changing facilities.</p> <p>Obligation to review, confirm satisfaction with, and comply with the current planning approval and associated conditions and amendments for the development land associated with the community football pitch and future changing room/pavilion. [Planning reference 191171/PPP and 210884/MSC]</p>

11.	Tenant Development Period:	<p>The Tenant must submit a planning application for the development of the changing facility and all other required statutory consents within 1 year of the date of entry. The Tenant will also submit to the Landlord for approval, a cost plan for their proposed development, advise on fund raising progress with details of how any shortfall in funding (if any) is to be addressed by the Tenant. <i>The following outlines specific criteria;</i></p> <p><i>Prior to the lease agreement being signed, BofDT are to provide an updated business plan to include;</i></p> <ol style="list-style-type: none"> 1. <i>Updated cost plan for the operation of the pitch</i> 2. <i>Financial forecast for the delivery of the pavilion and ancillary facilities</i> 3. <i>Statement of intent for applicable sponsorship and fundraising</i> <p><i>Before the end of year one of the lease agreement, BofDT are to provide;</i></p> <ol style="list-style-type: none"> 1. <i>Updated cost plan to outline the financial statement for year one</i> 2. <i>Cost plan for the delivery of the pavilion and ancillary facilities</i> 3. <i>Update on sponsoring and fundraising secured</i> <p>The Tenant must commence construction of the changing facility with 3 years of the date of entry. The Tenant must complete the construction of the training facility within 4 years of the date of entry and within 18 months of commencing construction.</p>
12.	Tenant Repairs and Maintenance obligations:	<p>To maintain on a full repairing and insuring basis the Subject Property and any associated buildings, in accordance with the Landlord's instructions appended to the lease agreement.</p> <p>To maintain the pitch in line with the Landlord's instructions and manufacturers guidelines.</p> <p>Maintenance requirements to be included in the lease agreement.</p> <p>[Schedule will need to be compiled and agreed by the parties.]</p>
13.	Cleaning:	<p>To keep the Subject Property and any buildings in clean and tidy condition at all times.</p>

14.	Community Benefits Package:	<p>Section A - Public Access</p> <p>I. Whilst acknowledging the Tenants' priority in terms of use of the Subject Property, access is to be granted for use of the facilities at the Subject Property by the general public without unnecessary or unreasonable hindrance within the following specified operating hours of the premises which will be subject to change by mutual agreement: [Schedule to be compiled and agreed by the parties.]</p> <p>II. The Subject Property will, in terms of design and programming and without discrimination, enable access and provide suitable facilities for a diverse range of users taking account of legislative requirements in this area.</p> <p>III. The Tenant will put in place a system of facility booking for use by the general public providing equitable opportunities for access, ensuring that any decision on the grant of such booking, subject to availability, is not unreasonably delayed or refused.</p> <p>Section B. Sports Development</p> <p>IV. In association with the Active Schools programme and Aberdeen City Council's Sports Strategy for active communities, the Tenant will permit reasonable use of the facilities at the property to Aberdeen City Council, during school term time between 0900 — 1630 hours. [Schedule and cost to be mutually agreed and subject to regular review by both parties]</p> <p>V. This use of the Property, restricted to an average maximum level of XX hours weekly(TBC), will be exclusively utilised in support of educational, community based or sports development priorities identified by Aberdeen City Council and partner organisations operating on a purely non-profit basis.</p> <p>VI. In association with Aberdeen City Council's Sport Development and Active Communities Programmes, the Tenant will permit reasonable use of the facilities at the property during school vacation periods for the provision of Aberdeen City Council led or supported coaching programmes.</p> <p>Charges applied to this use will be:</p> <ul style="list-style-type: none"> • internal coaching equivalent to Aberdeen City Council standard charge less XX%,(TBC) • external coaching equivalent to Aberdeen City Council standard charge, • commercial coaching equivalent to double Council standard charge <p>VII. The Tenant will ensure that a bi-annual meeting is convened in order to review, monitor and evaluate the conditions and application of this Community Benefits package. This meeting will involve local community representatives, Aberdeen City Council officers, facility users and wider stakeholders.</p>
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15.	Insurances:	The tenant will hold appropriate insurances [£10m required for Public Liability Insurance]. The landlord will insure the pitch facility and charge the tenant as appropriate.
16.	Common Charges:	The Tenant will be responsible for any common charges due in respect of the Sports Pitch and a prorated share of the common charges in respect of the shared car park.
17.	Use:	The Tenant will only use the property as a sports pitch with associated facilities (Class Use 10) for no other purpose, unless otherwise agreed in writing by the Landlord.
18.	Alienation:	No assignation, sub-letting or sharing the property without the prior written consent of the Landlord. For avoidance of doubt short-term lets are allowed. N.B. Any disposal of the leasehold interest will only be for the approved Use (as detailed above), including the Community Benefits Package as outlined above.
19.	Alterations:	Not to make any alterations to the Subject Property without the prior written consent of the Landlord, whose consent is not to be unreasonably withheld or delayed.
20.	Suspensive Conditions:	Council Committee Approval
21.	Landlord's Solicitor:	Aberdeen City Council Property Legal Team
22.	Tenant's Solicitor:	TBC
23.	Legal Costs:	Each party shall bear their own legal costs involved with the transaction with the Tenant responsible for any costs in relation to LBTT, recording dues and obtaining extracts.
24.	LBTT:	The Tenant shall be liable to pay all LBTT if applicable
25.	Requirements of Writing (Scotland) Act 1995:	In accordance with the terms of the Requirements of the Writing (Scotland) Act 1995, these terms are neither intended to create nor to be relied upon as creating any contractual relationship or commitment. Any contract should only be entered into by way of an exchange of missives by the parties' respective solicitors.