



Registration of a Charge

Company name: **BANK OF SCOTLAND PLC**

Company number: **SC327000**



X8BS2KY2

Received for Electronic Filing: **13/08/2019**

Details of Charge

Date of creation: **26/07/2019**

Charge code: **SC32 7000 0025**

Persons entitled: **GLASGOW CITY COUNCIL**

Brief description: **ALL AND WHOLE THAT PLOT OR AREA OF GROUND CONTAINING 430 SQ. YARDS OR THEREBY IMPERIAL MEASURE SITUATED IN THE PARISH OF GOVAN AND COUNTY OF LANARK BEING THE SUBJECTS MORE PARTICULARLY DESCRIBED IN, DISPONED BY AND SHOWN DELINEATED AND ENCLOSED WITHIN A RED LINE ON THE PLAN OR SKETCH ANNEXED AND SIGNED AS RELATIVE TO DISPOSITION BY THE MISSES JESSIE RANKIN WHYTE AND ELIZABETH LINDSAY WHYTE IN FAVOUR OF THE BRITISH LINEN COMPANY (ERRONEOUSLY THEREIN NAMED THE "BRISITH LINEN COMPANY" INCORPORATED BY ROYAL CHARTER, DATED 29TH APRIL AND RECORDED G.R.S. (GLA) 17TH MAY, BOTH MONTHS IN THE YEAR 1897, BUT UNDER EXCEPTION OF (FIRST) ALL AND WHOLE THAT DWELLING HOUSE COMPRISING THREE ROOMS, KITCHEN AND BATHROOM BEING THE LEFT HAND DWELLINGHOUSE ON THE THIRD FLOOR ABOVE THE STREET OR GROUND FLOOR ENTERING BY THE COMMON CLOSE NUMBER 1 WATER ROW, GOVAN, GLASGOW MORE PARTICULARLY DESCRIBED IN DISPOSITION BY THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND IN FAVOUR OF ROBERT MULHOLLAND DATED THE 1ST DAY OF NOVEMBER AND RECORDED G.R.S. (GLA) ON THE 14TH DAY OF DECEMBER ALL IN THE YEAR 1978; (SECDOND) ALL AND WHOLE THAT FLATTED DWELLINGHOUSE BEING THE LEFT HAND OR NORTHEASTMOST HOUSE ON THE SECOND FLOOR OF THE TENEMENT OF THE DWELLINGHOUSE FORMING 1 AND 3 WATER ROW, AND 816 AND 818 GOVAN ROAD, GLASGOW BEING THE SUBJECTS MORE PARTICULARLY DESCRIBED IN DISPOSITION BY THE GOVERNOR**

AND COMPANY OF THE BANK OF SCOTLAND IN FAVOUR OF NORMAN WILLIAM MACLEOD DATED THE 5TH AND REC. G.R.S. (GLA) 30TH, BOTH DAYS OF JANUARY ALL IN THE YEAR 1979; (THIRD) ALL AND WHOLE THAT DWELLINGHOUSE COMPRISING 3 ROOMS, KITCHEN AND BATHROOM, BEING THE RIGHT HAND DWELLINGHOUSE ON THE 4TH FLOOR ABOVE THE STREET OR GROUND FLOOR ENTERING BY THE COMMON CLOSE NUMBER 1 WATER ROW, GOVAN, GLASGOW MORE PARTICULARLY DESCRIBED IN DISPOSITION BY THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND IN FAVOUR OF CHARLES PATRICK MCSHARRY DATED 12TH AND REC. G.R.S. (GLA) 19TH, BOTH DAYS OF MAY ALL IN THE YEAR 1980; (FOURTH) (IN THE FIRST PLACE) ALL AND WHOLE THAT FLAT OR DWELLINGHOUSE BEING THE RIGHT HAND FLAT OR DWELLINGHOUSE SITUATED ON THE 2ND FLOOR ABOVE THE GROUND FLOOR ENTERING BY THE COMMON CLOSE NUMBER 1 WATER ROW, GOVAN, GLASGOW (IN THE SECOND PLACE) ALL AND WHOLE THAT FLAT OR DWELLINGHOUSE BEING THE RIGHT HAND FLAT OR DWELLINGHOUSE SITUATED ON THE 3RD FLOOR ABOVE THE GROUND FLOOR ENTERING BY THE COMMON CLOSE NUMBER 1 WATER ROW, GOVAN, GLASGOW AND (IN THE THIRD PLACE) ALL AND WHOLE THAT FLAT OR DWELLINGHOUSE BEING THE LEFT HAND FLAT OR DWELLINGHOUSE SITUATED ON THE 4TH FLOOR ABOVE THE GROUND FLOOR ENTERING BY THE COMMON CLOSE NUMBER 1 WATER ROW, GOVAN, GLASGOW WHICH SUBJECTS (IN THE FIRST PLACE), (IN THE SECOND PLACE) AND (IN THE THIRD PLACE) ARE MORE PARTICULARLY DESCRIBED IN DISPOSITION BY THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND IN FAVOUR OF THE TELFER TRUST COMPANY LIMITED DATED 30TH MAY AND REC. G.R.S. (GLA) ON 6TH JUNE ALL IN THE YEAR 1984; (FIFTH) ALL AND WHOLE THAT OFFICE ON THE FIRST FLOOR ABOVE THE GROUND FLOOR AT 1 WATER ROW, GOVAN, GLASGOW BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA120503; AND (SIXTH) ALL AND WHOLE THAT OFFICE FORMERLY USED AS A BANK STORE ROOM OR STORAGE AREA ON THE FIRST FLOOR ABOVE THE GROUND FLOOR AT 1 WATER ROW, GOVAN, GLASGOW BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA202753; TOGETHER WITH (ONE) FREE ISH AND ENTRY THEREFROM AND THERETO, THE PARTS, PRIVILEGES AND PERTINENTS THEREOF AND THE WHOLE RIGHT, TITLE AND INTEREST PRESENT AND FUTURE THEREIN AND (TWO) THE BENEFIT OF THE SERVITUDE RIGHTS SET OUT IN THE DEED OF CONDITIONS BY THE SAID THE GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND DATED 21ST DECEMBER 1977 AND REC. G.R.S. (GLA) 8TH MAY 1978, WHICH SUBJECTS ARE NOW KNOWN AS 816 GOVAN ROAD, GLASGOW G51 3UP AND WHICH SUBJECTS ARE CURRENTLY IN THE COURSE OF REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA236140

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JAMES MENEELY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 327000

Charge code: SC32 7000 0025

The Registrar of Companies for Scotland hereby certifies that a charge dated 26th July 2019 and created by BANK OF SCOTLAND PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th August 2019 .

Given at Companies House, Edinburgh on 14th August 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

CERTIFIED TO BE A TRUE AND
COMPLETE COPY OF THE ORIGINAL
DATED THIS 13TH DAY OF
AUGUST 2019

James Meneely N.P.
JAMES ALEXANDER MENEELY,
SOLICITOR, NOTARY PUBLIC,
GLASGOW

STANDARD SECURITY

by

BANK OF SCOTLAND PLC

in favour of

GLASGOW CITY COUNCIL

Dated: 2019

Subjects: Bank of Scotland,
816 Govan Road
Govan,
Glasgow,
G51 3UP

Executive Director of Corporate Services
Corporate Services
Glasgow City Council
City Chambers
GLASGOW G2 1DU
(DX GW 145/LP1 GW-10)

PDRS2040

WE, BANK OF SCOTLAND PLC, a company incorporated under the Companies Act 1985 (Company Number SC327000) and having our registered office at The Mound, Edinburgh, EH1 1YZ (formerly The Governor and Company of the Bank of Scotland, incorporated by Act of Parliament and having its head office at The Mound, Edinburgh conform to Section 4 of the HBOS Group Reorganisation Act 2006) (hereinafter referred to as the "Grantors") in security of all obligations incumbent upon us in terms of the Minute of Agreement entered into between us and GLASGOW CITY COUNCIL, Local Authority for the City of Glasgow in terms of the Local Government etc. (Scotland) Act 1994 and having their Chief Office at City Chambers, Glasgow (hereinafter referred to as the "Council") dated the Sixteenth and Twentieth both days of January 2014 (hereinafter referred to as the "Agreement") a copy of which Agreement is annexed and executed as relative hereto; For which we, the Grantors grant a Standard Security in favour of the Council over ALL and WHOLE that plot or area of ground containing Four hundred and thirty square yards or thereby imperial measure situated in the Parish of Govan and County of Lanark being the subjects more particularly described in, disposed by and shown delineated and enclosed within a red line on the plan or sketch annexed and signed as relative to Disposition by the Misses Jessie Rankin Whyte and Elizabeth Lindsay Whyte in favour of The British Linen Company (erroneously therein named the "British Linen Company") incorporated by Royal Charter, dated Twenty ninth April and recorded in the Division of the General Register of Sasines applicable to the County of the Barony and Regality of Glasgow on Seventeenth May both months in the year Eighteen hundred and ninety seven, BUT UNDER EXCEPTION of (FIRST) ALL and WHOLE that dwelling house comprising three rooms, kitchen and bathroom being the left hand dwellinghouse on the third floor above the street or ground floor entering by the common close Number One Water Row, Govan, Glasgow more particularly described in Disposition by The Governor and Company of the Bank of Scotland in favour of Robert Mulholland dated the First day of November and recorded in the said Division of the General Register of Sasines on the Fourteenth day of December all in the year 1978; (SECOND) ALL and WHOLE that flatted dwellinghouse being the left hand or northeastmost house on the second floor of the tenement of the dwellinghouse forming One and Three Water Row, and Eight hundred and sixteen and Eight hundred and eighteen Govan Road, Govan, Glasgow being the subjects more particularly described in Disposition by The Governor and Company of the

Bank of Scotland in favour of Norman William MacLeod dated the Fifth and recorded in the said division of the General Register of Sasines on the Thirtieth both days of January all in the year 1979; (THIRD) ALL and WHOLE that dwellinghouse comprising three rooms, kitchen and bathroom, being the right hand dwelling house on the Fourth floor above the street or ground floor entering by the common close Number One Water Row Govan, Glasgow, more particularly described in Disposition by The Governor and Company of the Bank of Scotland in favour of Charles Patrick McSharry dated the Twelfth and recorded in the said division of the General Register of Sasines on the Nineteenth both days of May all in the year 1980; (FOURTH) (In the First Place) ALL and WHOLE that flat or dwellinghouse being the right hand flat or dwellinghouse situated on the second floor above the ground floor entering by the common close Number One Water Row, Govan, Glasgow (In the Second Place) ALL and WHOLE that flat or dwellinghouse being the right hand flat or dwellinghouse situated on the third floor above the ground floor entering by the common close Number One Water Row, Govan, Glasgow and (In the Third Place) ALL and WHOLE that flat or dwellinghouse being the left hand flat or dwellinghouse situated on the fourth floor above the ground floor entering by the common close Number One Water Row, Govan, Glasgow which subjects (In the First Place), (In the Second Place), and (In the Third Place) are more particularly described in Disposition by The Governor and Company of the Bank of Scotland in favour of The Telfer Trust Company Limited dated the Thirtieth day of May and recorded in the said division of the General Register of Sasines on the Sixth day of June all in the year 1984; (FIFTH) ALL and WHOLE that office on the First floor above the ground floor at One Water Row, Govan, Glasgow being the whole subjects registered in the Land Register of Scotland under Title Number GLA120503; and (SIXTH) ALL and WHOLE that office formerly used as a bank store room or storage area on the first floor above the ground floor at One Water Row, Govan, Glasgow being the whole subjects registered in the Land Register of Scotland under Title Number GLA202753; TOGETHER WITH (One) free ish and entry therefrom and thereto, the parts, privileges and pertinents thereof and our whole right, title and interest present and future therein and (Two) the benefit of the servitude rights set out in the Deed of Conditions by the said, The Governor and Company of the Bank of Scotland dated Twenty first December 1977 and recorded in the said Division of the General Register of Sasines on Eighth May 1978, which subjects hereby secured are now known as 816

Govan Road, Govan, Glasgow G51 3UP (the "Security Subjects"); The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply; And we agree that the standard conditions shall be varied in accordance with the Agreement and shall be varied to the effect that;

- (i) Standard Conditions 1, 2, 4(c), 5 and 7 (2) shall be deleted;
- (iii) Standard Condition 6 shall be varied to the effect that the Council's consent as security holder to the grant of any lease or sublease of the Security Subjects or any part thereof or any variation of any such lease or sub lease shall not be unreasonably withheld or delayed; And we grant warrandice but excepting therefrom any existing lease, licence or other right of occupation in the Security Subjects; And we consent to the registration hereof for preservation and execution: IN WITNESS WHEREOF this standard security consisting of this and the preceding 2 pages are, together with the Agreement, executed by the Grantor as follows:-

Authorised Signatory

*as duly authorised
attorney for Bank of Scotland Plc*
RICHARD HARVEY

Full Name of Signatory (Please Print)

Authorised Signatory

Full Name of Signatory (Please Print)

at:

2 City Place, Beehive Ring Road Glasgow RH6 0PH

on:

17 June 2019

before this witness:

STEVEN JOHN RUTHERFORD

Witness (Signature)

Witness Full Name (Please Print)

Witness Address

This is the Agreement referred to in the forgoing Standard Security by Bank of Scotland PLC in favour of Glasgow City Council over 816 Govan Road, Govan, Glasgow, G51 3UP dated 17/06/2017

AGREEMENT

between

GLASGOW CITY COUNCIL,
established under the Local Government
(Scotland) Act 1994 and having their
Chief Office at City Chambers, Glasgow
(hereinafter referred to as "the Council");
and

BANK OF SCOTLAND PLC, a
company incorporated under the
Companies Acts (Company Number
SC327000) and having their Registered
Office at The Mound, Edinburgh, EH1
1YZ (hereinafter referred to as "the
Recipient")

This Agreement is made between the Council and the Recipient

The Council who administer the Govan Cross Townscape Heritage Initiative Scheme, supported by the Trustees of the National Heritage Memorial Fund ("the NHMF"), agrees to grant you a maximum of **SIXTY SIX THOUSAND AND THIRTY ONE POUNDS (£66,031)** ("the Grant") including (where applicable) Value Added Tax thereon towards the cost of the repair and/or re-instatement work described in Part 2 of the Schedule ("the Project") at 816 Govan Road, G51 3UN ("the Property") subject to the following conditions:

1 Definitions

In the Agreement, unless the context otherwise requires, the following expressions will have the following meanings assigned to them:-

- 1.1 "the Agreement" means the agreement to follow upon this offer, including this offer and all letters of qualification, modification, amendment and/or acceptance and all schedules, plans, specifications and documents annexed to the offer or to such letters.

- 1.2 "the Completion Date" means the date on which the Recipient's Consultant certifies that the Works are practically complete.
- 1.3 "the Completed Development" means the Property after the Completion Date.
- 1.4 "the Eligible Works" means those works forming part of the Project towards which the Council has agreed to contribute and which are outlined in Part 1 of the Schedule;
- 1.5 "the Grant" means a sum up to a maximum of **SIXTY SIX THOUSAND AND THIRTY POUNDS** (£66,031) based on estimated Eligible Works Costs of **£420,091** submitted to the Council.
- 1.6 "the Recipient's Consultant" means the architect, engineer or other professional employed by the Recipient for the design of the Project and the supervision of the Works.
- 1.7 "the Project" means the project described in Part 2 of the Schedule.
- 1.8 "the Project Specification" means full detailed specifications of the Project, including all relevant plans, specifications and Bills of Quantities.
- 1.9 "the Project Consents" means all consents required by law for the carrying out of the Project (including, but not limited to, planning consent and building warrant).
- 1.10 "Public Sector Contribution" means any contribution to the Project (other than the Grant) either in cash or in kind from any public sector body (including the European Community, any government body, local authority, statutory undertaking or other body wholly or substantially funded by public money).
- 1.11 "the Regulations" means the Construction (Design and Management) Regulations 2007 and any statutory re-enactment modification or variation thereof or thereto.
- 1.12 "Standard Security" means a validly executed Standard Security by the Recipient in favour of Glasgow City Council in the terms prescribed by the Council.

- 1.13 "the Schedule" means the Schedule in 7 parts annexed to the Agreement.
- 1.14 "the Property" means the property belonging to the Recipient at 816 Govan Road, G51 3UN or in which the recipient has a leasehold interest with an outstanding duration of not less than 10 years at the date of the agreement at 816 Govan Road, G51 3UN.
- 1.15 "the Works" means the building works (including the Eligible Works) which are required to complete the Project.
- 1.16 "VAT" means Value Added Tax.

2 Purpose of the Grant

- 2.1 The Grant shall be used by the Recipient for the purpose of the Eligible Works and for no other purpose whatsoever.
- 2.2 The Grant is not transferable.

3 Advance of the Grant

- 3.1 The Council shall be entitled to withhold the advance of the whole of the Grant until the following preconditions have been purified or waived:-
- 3.1.1 the Recipient has obtained at least three tenders for the Eligible Works and has submitted (if appropriate) the Recipient's detailed reasoning for not wishing to accept the lowest tender. If the Council disagrees with the reasons given by the Recipient for not accepting the lowest of the tenders submitted, the Grant will be reduced by an amount which bears the same proportion to the difference between the tender the Recipient accepts and the tender the Council considers to be the lowest acceptable tender, as the Grant bore to the estimated cost of the relevant Eligible Works.
- 3.1.2 There has been submitted to and approved by the Govan Cross THI Team employed by the Council:-

- 3.1.2.1 the Project Specification,
- 3.1.2.2 details of the professionals engaged in connection with the Project including the design and supervision thereof,
- 3.1.2.3 details of the Project Consents,
- 3.1.2.4 details of compliance with the relevant legislation on health and safety and in particular, but not limited to, the Regulations, and
- 3.1.2.5 details of the insurance of the Project.

3.1.3 The Council is satisfied that:-

- 3.1.3.1 the Recipient has obtained sufficient funding to enable it to complete the Project,
- 3.1.3.2 the Recipient has a good marketable title to the Property or a valid leasehold interest in the Property with an outstanding duration of not less than 10 years as at the date of the Agreement or (in the event that the Recipient has a valid leasehold interest in the Property with an outstanding duration of less than 10 years as at the date of the Agreement) a letter of undertaking (in terms wholly acceptable to the Council) from the landlord under such lease to the Council binding the landlord to comply with the terms of this Agreement.
- 3.1.3.3 the Recipient is able to comply with any conditions attaching to the Project Consents,
- 3.1.3.4 the security provisions of Clause 8 are completed,

3.1.4 There has been agreed between the Recipient and the Council a timetable for the advance of the Grant. The Council shall not be obliged to advance any unpaid part of the Grant after July 2015.

3.2 The Recipient agrees and undertakes as follows:-

3.2.1 If each of the preconditions contained in Clause 3.1 shall not have been purified or waived by the Council by the date falling three months after the conclusion of the Agreement, the Council will be entitled to resile from the Agreement without penalty, whereupon the Recipient shall repay to the Council immediately on demand any part of the Grant already advanced;

3.2.2 The payment by the Council of any part of the contribution shall not of itself imply an acknowledgement of the purification or waiver of any of the said preconditions.

3.3 The following provisions apply as regards the advance of the Grant:-

3.3.1 Subject to the provisions of Clause 3.1, the Grant will be advanced in such instalments as the Council shall consider appropriate, having regard to the physical and financial progress (including the satisfactory execution) of the Eligible Works and the Project and the timetable referred to in Clause 3.1.4;

3.3.2 Without prejudice to the generality of Clause 3.3.1, the following procedure shall apply with regard to the advance of the Grant:-

3.3.2.1 The Recipient shall submit to the Council relative invoices, receipts, certificates and other evidence demonstrating the physical and financial progress of the Eligible Works;

3.3.2.2 The instalments of the Grant shall be assessed by the Council based on the value of the actual work done as certified by the Recipient's Consultant.

- 3.3.2.3 The Grant of up to £66,031 is a provisional assessment based on estimated costs of the Eligible Works Costs of £420,091. Should the actual costs of the Eligible Works be less than the said estimated Eligible Works Costs the Council reserves the right to reduce the Grant on a pro rata basis. On completion of the Eligible Works the Recipient shall provide the Council with all information which the Council may reasonably require to enable them to assess the final actual costs of the Eligible Works Costs. If the amount of the Grant already advanced by the Council should exceed the Grant as reduced in terms of this clause, the Recipient shall repay to the Council on demand the amount of said excess.
- 3.4 No instalment of the Grant shall exceed 63% of the value of the actual eligible work done inclusive of VAT as certified by the Recipient's Consultant and approved by the Council.
- 3.5 Notwithstanding the terms of 3.4 above a retention of up to 10% of the Grant will be withheld by the Council until the Council is satisfied that the contractor's final account for completion of the Eligible Works has been settled.
- 3.6 The Recipient mandates the Council to pay the Grant or any instalment thereof to John Fulton (Plumbers) Ltd.
- 3.7 If the Recipient should receive any Public Sector Contribution, other than the existing grants from Glasgow City Council and Historic Scotland the Council shall be entitled to reduce the Grant by the amount of the Public Sector Contribution and if the amount already advanced by the Council in terms of the Agreement should exceed the Grant as so reduced the Recipient shall repay to the Council immediately on demand the amount of such excess.
- 3.7.1 The Recipient shall notify the Council immediately if:-
- 3.7.1.1 it shall make an application for any Public Sector Contribution, or
- 3.7.1.2 any Public Sector Contribution is received by the Company.

3.7.2 Such notification shall give full details of the Public Sector Contribution applied for, offered or received as the case may be.

3.8 The Grant is the maximum amount payable by the Council. The Council is not obliged to contribute any additional funding to the project. Any shortfall required to complete the Project shall be made up by the Recipient.

4 Project Conditions

The Recipient shall:-

- 4.1 use all reasonable endeavours to begin the Eligible Works before January 2014 and complete them before June 2014 or within such longer period as may be appropriate having regard to any extensions of time which are properly permitted under the Building Contract.
- 4.2 take reasonable steps to ensure that contracts for the Eligible Works entered into by the Recipient are in terms which do not differ materially from those that would be entered into by a reasonably experienced building employer engaging parties to provide similar work or services for projects of the size, value, complexity and prominence of the Project. In addition, the Recipient shall procure that the costs of Eligible Works and any Ineligible costs are itemised in the contract(s) for such works.
- 4.3 use all reasonable endeavours to procure that the Works are carried out in a proper, expeditious and workmanlike manner in accordance with the Project Specification and the Project Consents and in accordance with all applicable by-laws and statutory requirements and all to the sight and satisfaction of the Project Development Officer (acting reasonably at all times) and acting on behalf of the Council and that no alterations are made to the Project Specification without the prior written approval of the Project Development Officer. In particular the Recipient will procure that the Eligible Works and the Project are carried out in accordance with current best practice in conservation of historic buildings and to a standard appropriate to a project of importance to the national heritage. The Recipient will ensure that no work is carried out to the Property (other than for the purposes of the Project) which, in the opinion of the Council, detracts from the

Property's value or integrity as a heritage asset, unless the Council expressly agrees to such work in writing.

- 4.4 ensure that the implementation of the Works is supervised by appropriately qualified professional people capable of carrying out such supervision efficiently and competently.
- 4.5 ensure that no deleterious materials including, but not limited to, the following, are used in the Works: (i) high alumina cement in structural elements, (ii) woodwool slabs in permanent formwork to concrete or in structural elements, (iii) calcium chloride in admixtures for use in reinforced concrete, (iv) asbestos products, (v) aggregates for use in reinforced concrete which do not comply with the requirements of British Standard 882 (1983) and the relevant provisions of British Standard 8110 (1985), (vi) lead or any products containing lead in connection with the potable water, (vii) material containing fibres less than three microns diameter, (viii) other substances not in accordance with British Standards and Codes of Practice at the time of specification and/or incorporation within the Works, and (ix) any substances or combinations of substances which if used would have such characteristics that the works in which they are used would fail to satisfy one or more of the essential requirements as set out in the Construction Products Regulations 1991.
- 4.6 Insofar and within the Recipient's control permit the Council and its agents and authorised representatives to enter upon the Property at any time on reasonable prior notice for the purpose of assessing the progress of the Eligible Works and the Project but only with the consent of the Recipient's architect.
- 4.7 prepare and submit to the Council regular reports on the progress (both physical and financial) of the Project (including evidence of the costs incurred) at intervals and in a form to be agreed with the Council and use all reasonable endeavours to provide the Council with such information as it may reasonably require to enable the Council to ascertain that the conditions of the Agreement are being fully observed. The Recipient shall instruct the Recipient's architect to give due consideration to any recommendations regarding the Project made by the Council or any person duly authorised by the Council acting reasonably.

- 4.8 use all reasonable endeavours to procure that all fee accounts and invoices from all consultants, contractors and sub-contractors employed on or in connection with the Works are sent timeously to the THI Project Team for payment from the Grant.
- 4.9 use all reasonable endeavours to procure that the Eligible Works and the Project are carried out in accordance with the relevant legislation on health and safety, including the CDM Regulations.
- 4.10 use all reasonable endeavours to procure that for the duration of the Project, that adequate insurance cover is maintained on the Property, the works executed on and to it and any unfixed material and goods delivered to it, against any loss or damage arising as a consequence of the Project being undertaken. Such insurances should be held in the joint names of the Recipient and its contractor unless the Council agrees otherwise in writing. The proceeds of any claims must be applied to the cost of the reinstatement of the Eligible Works and the Property, the rectification of any loss or damage caused to the Property and the replacement of any goods or materials damaged, as necessary. If, in the opinion of the Council acting reasonably, such reinstatement, rectification or replacement is not reasonably practical due to the extent of the damage, then the Recipient must apply the proceeds of all claims under the insurance firstly to the repayment of any sums received by the Recipient from the Council.
- 4.11 following completion of the Project:-
- 4.11.1 insure the Completed Development to such standard and in relation to such risks as is reasonable and appropriate in all the relevant circumstances; and
- 4.11.2 maintain the Completed Development in a manner consistent with the then character, appearance and amenity of the area.
- 4.12 comply with the special conditions set out in Part 5 of the Schedule.

5 Default

- 5.1 The occurrence of any of the following events shall be deemed to be a default:-

- 5.1.1 the Recipient being in breach of the conditions of the Agreement;
 - 5.1.2 the appointment of a receiver or liquidator or the dissolution of the Recipient;
 - 5.1.3 the disposal by the Recipient of the Property or its interest therein (the grant of a lease or other subsidiary interest of the whole of the Property being deemed to constitute disposal for this purpose) before practical completion of the Project (as defined within the Building Contract);
 - 5.1.4 any security granted by the Recipient being called up or enforced;
 - 5.1.5 the Project not being carried out or completed substantially in accordance with the terms of this agreement;
 - 5.1.6 the Recipient ceasing trading;
 - 5.1.7 any material information provided by the Recipient to the Council proving to be or to have been false or misleading in any material particular; and
 - 5.1.8 the Recipient has acted negligently or fraudulently in carrying out the Project.
- 5.2 In the event of a default the Council shall, without prejudice to any other remedy competent to the Council, be entitled to refuse any further payments of the Grant. In addition, the Council shall be entitled to damages for such loss, damage or injury that the Council may suffer as a result of the breach of the Agreement, and the Council shall also be entitled to take steps to enforce the Council's Standard Security.

6. Dispute Resolution

- 6.1 All disputes between the Council and the Recipient arising out of or in relation to this Agreement shall be referred by GCTHI Project Manager contact or the Organisation's Representative to the other for resolution.

- 6.2 If any dispute cannot be resolved pursuant to the provisions of Condition 17.1 within Ten (10) Working Days, that dispute shall be referred to the Council's Executive Director of Development and Regeneration Services and the Recipient's most Senior Officer.
- 6.3 Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

7 Clawback

- 7.1 Subject as aforementioned, the Recipient shall not for the duration of the Agreement sell, let, pledge, mortgage, charge or otherwise encumber the Property or any interest therein without the prior approval of the Council, which approval will not unreasonably withheld or delayed, and whose approval if given, shall be subject to the following requirements:
- 7.1.1 If within the period of 10 years from the date of this Agreement the Recipient decides to sell, or otherwise transfer ownership of its entire interest in the whole of the Completed Development (a "sale"), the Recipient must notify the Council immediately and on completion of the sale pay to the Council a proportion of any increase in the value of its interest in the Property subsequent to undertaking the Project, the sum repayable to be recalculated as follows:

$$\frac{G}{C} \times \frac{(CV - OV)}{10} \times (10 - Y) = R$$

WHERE:

G = the Grant,

C = the eligible cost of the Project excluding Value Added Tax (if any) the Recipient has recovered,

OV = the open market value of the Recipient's interest in the Property agreed with the Council at the start of the project being £128,000 (the 'Original Value'),

CV = the open market value of the Recipient's interest in the Property on completion of the disposal,

Y = the number of complete years from the date of this Agreement; and

R = the amount the Council requires to be repaid to it out of the proceeds of the disposal.

Any increase in value agreed by the Council to be attributable to improvements undertaken at the Recipient's expense subsequent to completion of the Project may be deducted from Completed Value.

- 7.1.2 For the purposes of this calculation, the Original Value is agreed to be £128,000.
- 7.1.3 For the purposes of this calculation, the original value shall be such a sum agreed by the Council to have been the open market value of the Recipient's interest in the property prior to the commencement of the project.
- 7.2 Unless the Council agrees otherwise, if the Recipient disposes of an interest in the Property other than by way of sale (for example sale of part, lease or licence) (a "disposal") the Recipient will on completion of the disposal pay to the Council an amount which bears the same proportion to the sum calculated in accordance with 7.1.1, as the open market value of the Interest in the subject of the disposal bears to the Completed Value.
- 7.3 For the purposes of a sale the Council may require the Completed Value to be assessed by the District Valuer/a qualified independent valuer approved by the Council if the Partnership considers the sale not to have been made demonstrably at open market value (as defined by the Scottish Branch of the Royal Institute of Chartered Surveyors). For the purposes of a disposal, the Completed Value shall be so assessed unless the Council agrees otherwise.
- 7.4 This clause 7 is enforceable by the Council notwithstanding any agreement by the Council to a sale or a disposal at an undervalue (for example a disposal to a charity).

- 7.5 The cost of any valuation required under Clause 7.3 shall be borne by the Council unless it is required due to a disposal under Clause 7.2), in which case such cost will be the responsibility of the Recipient.

8 Security

- 8.1 In security of its obligations to the Council, the Recipient shall if requested, grant and deliver the Standard Security.
- 8.2 The Recipient shall comply with the provisions of Part 6 of the Schedule.
- 8.4 The Standard Security shall contain the conditions contained in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 subject to the modification that the Property shall be insured with a reputable insurer for an amount to be approved by the Council as representing their full reinstatement value and the insurance policy shall be endorsed to disclose the interest of the Council as heritable creditors and shall contain an undertaking from the insurers not to permit the insurance to lapse without giving the Council not less than twenty eight days' written notice.
- 8.5 Upon the expiry of this Agreement the Recipient shall be entitled to apply to the Council for a discharge of the Standard Security. The Council undertakes to pay the Recipient's reasonable costs incurred in obtaining the discharge of the Standard Security.

9 Information

- 9.1 The Recipient shall in addition to the requirement in terms of clause 4.7 above, for the duration of the Agreement and until the payment to the Council of all sums due to the Council in terms of the Agreement provide to the Council as requested and within a reasonable timescale stipulated by the Council whatever financial and other information about the Project that it or NHMF may request. Refer to the Monitoring and Evaluation requirements noted in Part 4 of the Schedule.

9.2 The Recipient shall submit to the Council the Monitoring and Evaluation requirements set out in Part 4 of the Schedule.

9.3 If the Recipient shall fail to provide to the Council such financial information with regard to the Project as the Council shall require to enable it to assess the clawback due in terms of Clause 6 above, the Council shall be entitled to make an estimate of the relevant amounts based on the information available to it and shall be entitled to require the Company to make payment of the sums due in terms of Clause 6 above based on such assessment.

10 Interest

Interest will accrue and be payable by the Recipient to the Council on all sums due to the Council in terms of the Agreement at the rate of four per centum per annum above the Base Rate or Rates for the time being of the Bank of Scotland.

11 VAT

If VAT is or becomes payable on any sum due to the Council in terms of clause 7 above, the Recipient shall pay such VAT at the appropriate rate over and above the payment of such sum and the Council shall issue to the Recipient a valid VAT invoice in respect of such payment.

12 Publicity and Disclosure

12.1 The Recipient shall instruct the appropriate professionals to provide the Council with photographs showing the various stages of the Project at intervals to be agreed with the Council, starting with the Property prior to any works being carried out through to the completion of the Project. The Council shall be permitted to use such photographs as it sees fit and may use them in any press release, public information or briefing or promotional material for the Govan Cross Townscape Heritage Initiative.

12.2 While the Project is in progress, the Recipient shall be obliged to display in a prominent location on the Property a sign to be approved by the Council (the costs of manufacturing and erecting such sign to be met by the Council) displaying the logos of the Council, the logos and funding of the Govan Cross

Townscape Heritage Initiative Scheme, namely the Trustees of the National Heritage Memorial Fund and the Council acknowledging the contributions to the Project.

- 12.3 The Council reserves the right, at its sole discretion, to disclose to any third party, and through any medium, and at any time, full details of the financial support offered to the Recipient in connection with the Project and the owner consents to such disclosure and waives any right it may have to prevent or restrict such disclosure on grounds of commercial confidentiality or otherwise.
- 12.4 Any press release or other public information about or concerning the Grant or the Project will be agreed between the Council and the Recipient in advance and the Recipient shall not issue, or authorise or facilitate the issue of, any such public information without the prior written approval as to content, medium and timing of the Council which approval will not be unreasonably withheld or delayed.

13 Assignment

The Recipient is prohibited from assigning its rights or obligations under this Agreement to any other party. The Council may at any time assign its rights or obligations under the Agreement to NHMF and allow it to conduct for its own benefit any proceedings against the Recipient for breach of the Agreement.

14 NHMF Funding

The Council reserves the right to suspend or stop payment of the Grant if NHMF is unable to continue funding the Govan Cross Townscape Initiative Scheme due to the National Lottery ceasing to operate or insufficient funds being made available to NHMF out of it. No liability shall attach to the Council if it exercises the right reserved under the provisions of this Clause. The Council (having made enquiry of NHMF) warrants that it is not aware of any circumstances which may result in the suspension or cessation of payments.

15 Waiver

15.1 Any failure by the Council to seek redress for breaches, or to insist on strict performance, of any terms, conditions or provisions of the Agreement, or the failure of the Partnership to exercise any right or remedy to which it is entitled in terms of the Agreement shall not constitute a waiver thereof.

15.2 A waiver of any default shall not constitute a waiver of any subsequent default.

16 Duration of Agreement

Without prejudice to any pre-existing breach the terms and conditions of the Agreement will cease to be enforceable by either party on the expiry of the period of Ten years from the date of the last signature of the Agreement.

17 Conflict

If there is any conflict between the provisions of clauses 1-21 (inclusive) of this Agreement and the provisions contained in the schedule to this Agreement the provisions of said clauses 1-21 shall prevail.

18 Insurance

18.1 The Recipient effect public liability Insurance with cover of no less than FIVE MILLION POUNDS (£5,000,000) STERLING in respect of a single incident and such Employers Liability Insurance as complies with the Employers Liability (Compulsory Insurance) Act 1969 with cover of no less than TEN MILLION POUNDS (£10,000,000) STERLING. If and when requested, the Recipient shall exhibit said insurance to the Council.

19 Protection of Information and Freedom of Information

19.1 Each Party shall comply with its respective obligations under the provisions of the Data Protection Act 1998.

19.2 The Recipient acknowledges that all information submitted to the Council may need to be disclosed and/or published by the Council. The Council may disclose

information in compliance with the Freedom of Information (Scotland) Act 2002, (the decisions of the Council in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner).

In respect of the information described in Part 7 of the Schedule and for the period specified for that category of information (such information for the specified period being referred to hereafter as "Non-disclosure Items"), the Council will not voluntarily disclose the information to any third parties ("third parties" in this context not including employees, agents or contractors of the Council provided such employees, agents or contractors are bound not to further use or disclose the Non-disclosure Items except to the extent instructed by the Council and as permitted in terms of this Agreement) without the prior consent of the Recipient (such consent not to be unreasonably withheld or delayed) save as permitted below.

- 19.3 If the Council receives a request under Section 1 of the Freedom of Information (Scotland) Act 2002 (or, if applicable, a request under the Environmental Information (Scotland) Regulations 2004), which includes any of the Non-disclosure Items, the Council may seek the consent of the Recipient to release some or all of the Non-disclosure Items in response to the said request and shall do so if the Council is minded to disclose such items, whether in terms of the public interest or otherwise. If the Recipient shall fail to respond to such a request for consent within seven (7) days of the request being made, it shall be deemed to have consented to the release of information as requested by the Council. In all cases the Council may, without the consent of the Recipient, disclose any of the Non-disclosure Items if the Council (acting reasonably) is satisfied that it is in the public interest for it to do so. In reaching this conclusion the Council shall take into account any representations made in connection with this by the Recipient but the decisions of the Council as to what constitutes the public interest shall be final and conclusive in any dispute, difference or question arising in respect thereof.

20 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the

remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

21 Proper Law

This Agreement shall be interpreted according to and shall receive effect according to the Law of Scotland and the parties hereto subject to the non exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents typewritten on this and the preceding 17 pages are subscribed as follows:-

SUBSCRIBED and sealed for and on behalf of
GLASGOW CITY COUNCIL

at Glasgow

on the [20th] day of [JANUARY]

Two Thousand and Fourteen

by

MURIEL F. FERGUSON M.C.O.G.M.

Authorised Signatory

SUBSCRIBED for and on behalf of BANK OF
SCOTLAND PLC at

Gatwick

on the [16] day of [January]

Two Thousand and Fourteen as follows in the

presence of the witness hereto subscribing

(Authorised Signatory)

ANGUS JOHN CAVELL CRAIGIE

(Name)

3rd Flr, 2 City Place, Bexhill

(Address)

Ring Road, Gatwick, W. Sussex

(Witness)

JANET RIVERS

(Name)

3rd Flr, 2 City Place, Bexhill

(Address)

Ring Rd, Gatwick, W. Sussex RH6 0PA

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING AGREEMENT BETWEEN
GLASGOW CITY COUNCIL AND THE RECIPIENT

SCHEDULE

PART 1

ELIGIBLE WORKS

The eligible works are those detailed in your grant application form
and associated enclosures submitted to Govan Cross Townscape Heritage Initiative
dated 4 September 2013:

Drawings

AE (0)01	Jan 2013 Tender
AA(21)10	Dec 2012 Tender
AE(0)05	Dec 2012 Tender
AE(0)06	Dec 2012 Tender
AL(0)10	Dec 2012 Tender
AL(0)15	Dec 2012 Tender
AL(0)16	Dec 2012 Tender
AL(0)17	Dec 2012 Tender

1 Water Row/876 Govan Road Tender Specification, January 2013
Tender Return, John Fulton (Plumbers) Ltd, 22 February 2013
Tender Addendum, John Fulton (Plumbers) Ltd, 20 August 2013.

SCHEDULE
PART 2
THE PROJECT

This project proposes to restore the external fabric of the A-Listed building at 1 Water Row/816 Govan Road to a good state of repair. Repair work will follow best building conservation practice using appropriate natural or traditional materials on a like-for-like basis. The scope of work includes:

- Roof repair/renewal, to include full stripping and reslating and full renewal of all leadwork;
- Overhauling decorative lead crown to roof;
- Chimney repairs, including repointing, rebedding chimney cans;
- Stone repairs in natural sandstone;
- Limited repointing of stonework;
- Overhauling of cast-iron rainwater goods;
- Refurbishment of existing sash & case windows;
- Overhauling of timber soffits at overhanging eaves;
- Overhauling of external doors; &
- Structural and joinery repairs where necessary.

SCHEDULE

PART 3

COST & FUND BREAKDOWN, CASHFLOW AND EXPENDITURE PROFILE

Building Repair: 1 Water Row G51 3UN

Offer of Grant

Cost Breakdown

		£	
		Cost	VAT
			Total
Works		376,799	75,360
Contingency	11%	43,292	8,658
Total Works Cost		420,091	84,018
Fees:			
Architect		12,770	2,554
Quantity Surveyor		5,612	1,122
Structural Engineer		1,300	260
CDM Co-ordinator		968	194
Total Fees	4.92%	20,650	4,130
Sundries:			
Legal Fees		1,000	200
Building Condition Survey		1,850	370
Insurance		750	750
Total Sundries		3,600	570
Total Project Cost		444,341	88,718
Funds:			
Govan Cross THI			335,079
Glasgow City Heritage Trust			65,791
Owners Contribution			60,526
GCC Statutory Works Notice			53,306
Recoverable VAT		8,872	8,872
Shortfall			9,485
Total Funds		-	8,872

63%

12%

11%

10%

2%

2%

100%

SCHEDULE, PART 3, COST AND FUND BREAKDOWN CONTINUED

216 Cowan Rd									
Address:		3 Water Row		271.1 Water Row		272.1 Water Row		371.1 Water Row	
Name		Pettie Buchanan		O&S Smith		C. Bennett		A. S. Hall	
Proportion of units all owners:		7.5%		12.5%		10.0%		10%	
Proportion of participating owners:		8.53%		13.55%		11.11%		11.11%	
Works		90,432	33,912	58,529	45,216	45,216	45,216	45,216	45,216
Contingency		50,389	3,306	6,484	8,355	5,195	5,195	5,195	5,195
Total Works Costs (including VAT)		140,821	37,218	65,013	53,571	50,411	50,411	50,411	50,411
Architect		3,065	1,049	1,016	1,512	1,512	1,512	1,512	1,512
Quantity Surveyor		1,347	505	842	673	673	673	673	673
Structural Engineer		312	117	395	158	158	158	158	158
CMAA Coordinator		323	67	345	116	116	116	116	116
Total fees (including VAT)		5,047	1,838	2,558	2,458	2,458	2,458	2,458	2,458
Legal fees		200	60	180	120	120	120	120	120
Building Condition Survey		646	167	278	222	222	222	222	222
Insurance		150	56	94	75	75	75	75	75
Total Surpluses (including VAT)		894	313	522	417	417	417	417	417
Total Pre-tender Costs (incl VAT)		196,632	29,579	66,632	53,306	53,306	53,306	53,306	53,306
Funds:		66,031	24,762	41,269	40,603	40,603	40,603	40,603	40,603
Govan Cross TFI		12,837	4,814	9,023	7,702	7,702	7,702	7,702	7,702
Glasgow City Heritage Trust		25,526	1,750	5,257	5,000	5,000	5,000	5,000	5,000
GBC's Contribution		-	-	-	-	-	-	-	-
GBC Maternity Works Holize		1,318	6,654	-	-	-	-	-	-
Recoverable VAT		-	-	-	-	-	-	-	-
Shortfall		106,612	14,817	24,885	53,306	53,306	53,306	53,306	53,306
Short funds		-	-	-	-	-	-	-	-

SCHEDULE

PART 4

MONITORING AND EVALUATION

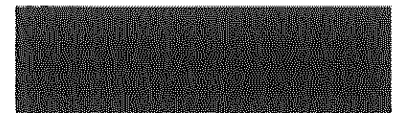
1. The Recipient shall retain all Project records for the period of this Agreement, and provide the Council with any financial and other information, and such access to the Property, as the Council requires to monitor the conduct, progress and completion of the Project. The Recipient shall give due consideration to any recommendations regarding the Project that the Council, or anyone acting on behalf of the Council, may make.
2. The recipient shall submit a photo record documenting the building at 1 Water Row/816 Govan Road before, during and after the improvement works. Photographs should document key work elements, be taken from the same angle each time, be clearly labelled and submitted on disk with each payment claim.

**SCHEDULE
PART 5
SPECIAL CONDITIONS**

1. The Recipient shall provide an expenditure profile (cash-flow diagram) to the Council prior to Works starting at the Property.
2. The Recipient shall submit, to the Council, a maintenance schedule for the Council's approval. This schedule must detail how the Property will be regularly maintained following the completion of the building repair project in order to ensure that it remains in good repair and condition, in keeping with the character, appearance and architectural significance of the Property.

SCHEDULE
PART 6
STANDARD SECURITY

- 1 Terms specifically designed in the foregoing Agreement shall have the same meaning when used in this Schedule.
- 2 There shall be exhibited or delivered a Land Certificate (containing no exclusion of indemnity in terms of Section 12(2) of said 1979 Act,) together with all necessary links in title evidencing the Recipient's exclusive ownership of the Property and a Form 12/13 Report brought down as near as practicable to the date of delivery of the Standard Security and showing no entries adverse to the Recipient's interest, the cost (if any) of said report being the responsibility of the Recipient. The Recipient shall also furnish to the Council such documents and evidence as the Keeper may require to enable the Council's interest over the Property to be registered in the Land Register without exclusion of indemnity under said Section 12(2).
- 3 The Charge Certificate to be issued to the Council will disclose no entry, deed or diligence prejudicial to the Council's interest, other than as created by or against the Council or as disclosed to and accepted by the Council prior to the date of delivery of the Standard Security.
- 4 Where the Recipient is a limited company there will also be delivered (a) clear searches in the Companies Charges Register and Company file of the Recipient and, if appropriate, all other incorporated companies having an interest in the Property in the period ten years prior to the date of registration of the Council's Standard Security brought down respectively to a date twenty two days after the date of registration of the Council's interest or to a date twenty two days after the date of registration of the Deed whereby such company disposed of its interest in the Property, where searches shall disclose no deeds, charges, entries or diligences prejudicial to the interest of the partnership in the Property and no entries relating to the winding up, striking off, liquidation or receivership of the Recipient or any other company, (b) such warranties from the Directors of the Recipients as, in such form as, the partnership may require, and (c) such consents and undertakings of the holder of any floating or other charges as, and in such forms as the Council may require.



PART 7
NON-DISCLOSURE ITEMS