

**Memorandum of Terms of Occupation (MOTO) adopted by the parties hereto by agreement and in accordance with the guidance in the Scottish Public Finance Manual** (and notwithstanding the terms are otherwise ordinarily for use between Crown Bodies only)

- 1 This MOTO forms part of the Civil Estate Occupancy Agreement for Crown Bodies (CEOA) which the parties hereto adopt as the framework, scope and terms for occupation of the property to which this MOTO relates, all as if the parties were Crown bodies, and notwithstanding any provisions of the CEOA which might otherwise indicate the CEOA would not apply between the parties, but subject to any modification of the CEOA provided in this MOTO. The parties agree that no legally enforceable contract is created between them whether by this MOTO or otherwise, and that any disputes unresolved by negotiation will be addressed only by the provisions of CEOA or such variation thereof as either the parties agree or is directed by the Scottish Government Property Division.
- 2 This MOTO between THE SCOTTISH LEGAL AID BOARD (called in this document 'the Holder') and CHILDREN'S HEARINGS SCOTLAND (called in this document 'the Occupier') records the terms of occupation of the property known as part of Third Floor of Thistle House at 91 Haymarket Terrace, Edinburgh.
- 3 <sup>1</sup>The Occupier's Space comprises part of the Third Floor of Thistle House and three car parking spaces in the basement area of the building ('the Space')
- 4 Subject to the rest of this MOTO, the Holder will permit the Occupier to use and occupy the Space from <sup>2</sup> 1<sup>st</sup> April 2019 to <sup>2</sup> 1<sup>st</sup> April 2020 but excepting therefrom such dates and periods of time when the building is closed and or otherwise unavailable to the Occupier all as is determined and published from time to time in advance by the Holder after discussion with the Occupier. The said period (the Prescribed Term) may extend thereafter from year to year until ended by either party giving six months notice in writing but otherwise under the terms of the CEOA and this MOTO. The parties anticipate that the occupation of the property by the Occupier on this basis will continue until 31<sup>st</sup> March 2024.
- 5 The Occupier will pay £52,232.50 per year ('the Licence Payment') as <sup>3</sup>invoiced by the Holder beginning on <sup>4</sup> 1<sup>st</sup> April 2019.  

The Licence Payment includes Building Capital charges.

The Licence Payment does not include any insurance cover. The Occupier shall be responsible for arranging such insurance as it requires, and shall bear any costs thereof.

Invoices for the Licence Payment will be issued quarterly in arrears.

The Licence Payment is subject to reviews by the Holder to take effect on <sup>5</sup> 1<sup>st</sup> April 2019. The charge will be re-assessed in April 2020 and the Holder will apportion the full cost to the Occupier.

<sup>1</sup>Describe the Space (including car parking) and include plan to identify the Space

<sup>2</sup>Insert Prescribed Term start and finish date

Licence Payment rent element is the apportionment of the capital charge and passing rent, see CEOA para 5.7

<sup>3</sup>Invoice procedures, see CEOA para 5.10

<sup>4</sup>Insert Licence Payment start date

<sup>5</sup> Insert the capital charge / rent review dates.

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<sup>6</sup>See CEOA, paras 5.12 and 5.13

6 <sup>6</sup>The Occupier will pay rates as invoiced by the Holder in accordance with the provisions of the CEOA.

7 (a) The Holder agrees, subject to the Occupier having paid its charges identified in this MOTO:

\*Delete if not appropriate

\*(i) to provide the services listed in Part A of the First Schedule;

\*(ii) to provide the services set out in Part B of the First Schedule.

<sup>7</sup>For ASC calculation, see CEOA paras 5.15 to 5.19.

(b) The Holder will provide an estimate of the <sup>7</sup>Annual Service Charge (ASC) mentioned in paragraph 8(c) of this MOTO proportionate to the period of occupation during the first year plus a forward estimate of the next year's ASC. In each subsequent year, the Holder will provide details of actual ASC costs for the previous year plus an estimate for the following year.

Delete references to ASC if Licence Payment is inclusive of service charges.

(c) The Holder will keep the Occupier informed of likely expenditure against estimates as the year progresses and inform the Occupier immediately if any significant or unexpected payments materialise later in the financial year.

Attach estimate of Year 1 ASC

(d) <sup>8</sup>The Holder will render four quarterly invoices for the ASC services listed in Part A of the First Schedule in accordance with the procedure set out in the CEOA. The invoices will be itemised in accordance with the Reconciliation Statement mentioned in sub-paragraph (g).

<sup>8</sup>ASC invoice and reconciliation procedures, see CEOA paras 5.20 to 5.26

(e) <sup>9</sup>The Holder will render invoices for ad-hoc major maintenance and new works in accordance with the provisions of the CEOA.

<sup>9</sup>See CEOA paras 5.31 to 5.33

(f) <sup>10</sup>The Holder will render invoices for services provided by its in-house staff in accordance with the provisions of the CEOA.

<sup>10</sup>See CEOA para 5.29

(g) <sup>11</sup>The Holder will undertake reconciliation processes as set out in the CEOA and at the end of the financial year provide a Reconciliation Statement in the format given in Appendix 5 of the CEOA. That Statement will show the Occupier's proportion of actual expenditure and its payments to the Holder in the year concerned together with a request for a supplementary payment or a refund if appropriate.<sup>12</sup>

<sup>11</sup>See CEOA paras 5.4 and 5.6

<sup>12</sup>See CEOA, paras 5.2 to 5.6 and 5.24 to 5.26

<sup>13</sup>eg offices

8 (a) The Occupier agrees to use the Space for the purposes only of <sup>13</sup> Office premises and the Holder will provide utility services for this use only.

<sup>14</sup>Delete if Holder is responsible for providing utilities

(b) <sup>14</sup>The Occupier agrees to pay charges for using gas, water and electricity supplied to the Space.

<sup>15</sup>Delete if Licence Payment is inclusive of ASC

(c) <sup>15</sup>On signing this MOTO the Occupier agrees to pay the Holder the ASC for provision of the services listed in Part A of the First Schedule.

<sup>16</sup>Delete if none or if the Licence Payment is inclusive

(d) <sup>16</sup>On signing this MOTO the Occupier agrees to pay the Holder its proportion of the cost of services listed in Part B of the First Schedule.

(e) On signing this MOTO the Occupier agrees to pay the Holder its proportion of the cost of ad-hoc major maintenance arising from the

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provision of services listed in Part A of the First Schedule. The Occupier also agrees to pay its proportion of the cost of any new works, provided these have been properly incurred in accordance with the CEOA.

<sup>17</sup> Delete if the Holder is responsible for insuring the premises see CEOA para 6.15

9 <sup>17</sup>The Occupier will repair or reinstate to the satisfaction of the Holder (or at the option of the Holder meet the cost of repair and reinstatement of) any damage caused to its Space by fire, explosion, storm, flood, tempest, lightning, civil commotion, impact aircraft and articles dropped therefrom. In the event of substantial destruction of the property, the Occupier will meet the cost of replacement apportioned by the Agents Letting Area (ALA) or Net Internal Area (NIA).

10 For the avoidance of doubt, it is agreed and declared that:

(a) heating, water and other building services will be provided by the Holder to the standard agreed by the House Committee but the Holder will not be responsible for failure to maintain this standard in circumstances beyond its control;

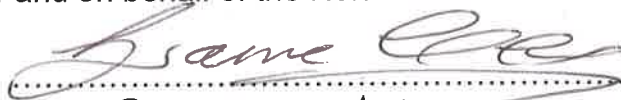
(b) this Memorandum is confined to the Occupier. It does not constitute a tenancy nor create any other estate nor interest in the property. The Occupier may not seek to assign nor dispose of the benefit of this MOTO nor make any other arrangement concerning the use or occupation of the Space by anyone or any body except with the permission of the Holder; and

(c) all other terms and conditions relating to this MOTO are contained in the CEOA as amended by (i) the foregoing provisions and (ii) the Second Schedule to this MOTO.

11 The parties to this MOTO will observe all its terms and conditions

Signed for and on behalf of the Holder:

Signature



Print name


GRAHAM HILL

Date

21/6/2019

Signed for and on behalf of the Occupier:

Signature



Print name

B E M ADAM

Date

18/6/2019

**Services provided to the Occupier**

	1 Services provided by Holder <input checked="" type="checkbox"/>	2 Payment for services included in Licence Payment (MOTO para 5) (Y/N)	3 Payment for services included in Annual Service Charge (ASC) (MOTO para 8c) (Y/N)	4 Show agreed pro-rata basis for apportionment of costs NIA = Net Internal Area	5 Remaining services that are the Occupier's responsibility <input checked="" type="checkbox"/>
<b>Heads and Sub-Heads of Services</b>					
<b>Space</b> (provision of workspace)	<input checked="" type="checkbox"/>	Y	N	Licence Payment and other costs will be apportioned based on the percentage of space taken in Thistle House at 91 Haymarket Terrace, Edinburgh  The Total NTA of Thistle House is 3,575m <sup>2</sup>  NTA agreed is 304m <sup>2</sup>  8.5% of Thistle House  This figure has been used throughout  These figures were verified by a SLAB appointed external consultant	<input type="checkbox"/>
<b>External and Structure Repair and Decoration</b>	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget, excluding decoration	<input type="checkbox"/>
Keeping the property clean and tidy (including if appropriate, external doors, walls, windows,	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>

CEOA FREEHOLD/FEUHOLD AND LONG LEASES SCHEDULE 1 – PART A

	1 Services provided by Holder <input checked="" type="checkbox"/>	2 Payment for services included in Licence Payment (MOTO para 5) (Y/N)	3 Payment for services included in Annual Service Charge (ASC) (MOTO para 8c) (Y/N)	4 Show agreed pro-rata basis for apportionment of costs NIA = Net Internal Area	5 Remaining services that are the Occupier's responsibility <input checked="" type="checkbox"/>
<b>Heads and Sub-Heads of Services</b>					
frames, gutters, gullies and flat roofs)					
Grounds maintenance (including car parks, fences, drains, statues etc)	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Building signs	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Masts, towers and flagpoles	N/A	N/A	N/A		<input type="checkbox"/>
Occupier's space	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget, excluding decoration	<input type="checkbox"/>
Common areas (new works/maintenance including conference rooms)	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Shared public facilities (e.g. toilet)	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>
Shared staff facilities (e.g. canteen, first aid room)	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Boiler plant	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Air conditioning and Mechanical ventilation plant	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>
Refrigeration installation including cold rooms	N/A	N/A	N/A	N/A	<input type="checkbox"/>

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<b>Heads and Sub-Heads of Services</b>					
Industrial doors	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>
Heating, etc., control systems	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Power operated conveyors	N/A	N/A	N/A	N/A	<input type="checkbox"/>
Standby power suppliers	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Lifting equipment	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Lighting system in Occupier's space	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Suspended light systems in Occupier's space	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>
Lighting systems in common areas	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Suspended lighting systems in common areas	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Emergency lighting	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Electrical motor control gear	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>
HV electrical motor control gear	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>

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<b>Heads and Sub-Heads of Services</b>					
MV and LV electrical distribution systems	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Electrical earthing installations	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Hazardous areas electrical installation	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Gas installation	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Fire alarms	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Security and CCTV	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>

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<b>Heads and Sub-Heads of Services</b>					
Statutory examination and testing of lifts, hoists, boilers and compressors	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>
Water supply	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>
Video Conferencing equipment	<input checked="" type="checkbox"/>	N	N	To be chargeable, cost to be agreed	<input type="checkbox"/>
Heating and hot water	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Gas	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>
Lift service	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Security and custody services	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Internal cleaning of Occupier's space (offices, windows and laundry)	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Cleaning of common areas	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>



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<b>Heads and Sub-Heads of Services</b>					
Insurance		N/A	N/A	N/A	<input type="checkbox"/>
Building Regulations Compliance Check	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Building condition surveys	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Fire inspections and certification	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Fire fighting equipment	<input checked="" type="checkbox"/>	N	Y	8.5% of Annual budget	<input type="checkbox"/>
Window cleaning access equipment	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Refuse collection	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Reception/Messenger/Porters	<input checked="" type="checkbox"/>	N	Y		<input type="checkbox"/>
Reprographic facilities	<input checked="" type="checkbox"/>	N	N	To be chargeable, cost to be agreed if required	<input type="checkbox"/>

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<b>Heads and Sub-Heads of Services</b>					
Telecoms and office machinery	<input checked="" type="checkbox"/>	N	N	To be chargeable, cost to be agreed if required / practical	<input type="checkbox"/>
Library/Travel services	<input type="checkbox"/>	N/A	N/A	N/A	<input checked="" type="checkbox"/>
Postroom and postage	<input checked="" type="checkbox"/>	N	N	To be chargeable, cost to be agreed if required	<input type="checkbox"/>
Managing agents' fees	<input type="checkbox"/>	N	N	N/A	<input type="checkbox"/>
Specialist consultant's fees	<input type="checkbox"/>	N	N	N/A	<input type="checkbox"/>
Rating consultant's fees	<input type="checkbox"/>	N	N	N/A	<input type="checkbox"/>

SERVICES PROVIDED BY THE HOLDER'S IN-HOUSE STAFF

(List all services and identify the number of Holder's and Occupier's staff benefiting from them. This will be the basis for the pro-rata apportionment of cost)

Reception  
Security  
Building Maintenance  
Health and Safety Support  
Recycling Service  
Confidential Waste Uplift

Other services which are available

Reprographics  
Mail and Distribution  
IS / Telecom  
Conference / Meeting / Interview Facilities

AMENDED CEOA TERMS RELATING TO THIS MOTO

As per MOTO para 10(d) list any terms or conditions if the agreed wording differs from that set out in the CEOA.

(Include the agreed amended wording and use numbered continuation sheets as needed) .

The Heading of the MOTO and Paragraphs 1, 4, and 5 thereof stipulate terms of agreement for which the wording agreed differs from that set out in the standard terms of the CEOA of which this MOTO forms part