



**Argyll and Bute Conservative & Unionist Association**

61 Chalmers Street  
Ardrishaig  
Argyll  
PA30 8DX  
Tel 01546 603 811  
E-Mail: [abscua@btconnect.com](mailto:abscua@btconnect.com)



Chairman: Prof. William Hanbury  
President: Sandy MacPherson  
Hon President: Lady Mackay of Ardbrecknish

AD RECEIVE

24 OCT 2012

CHECKED

**Lease Agreement**

**Lease Agreement between: Sir Jamie McGrigor MSP and the**

**Argyll and Bute Conservative & Unionist Association**

**For the rental of a constituency office at:**

**61 Chalmers Street, Ardrishaig, Argyll PA30 8DX**

**Lease effective from: 2<sup>nd</sup> May 2012 to 2<sup>nd</sup> May 2013**

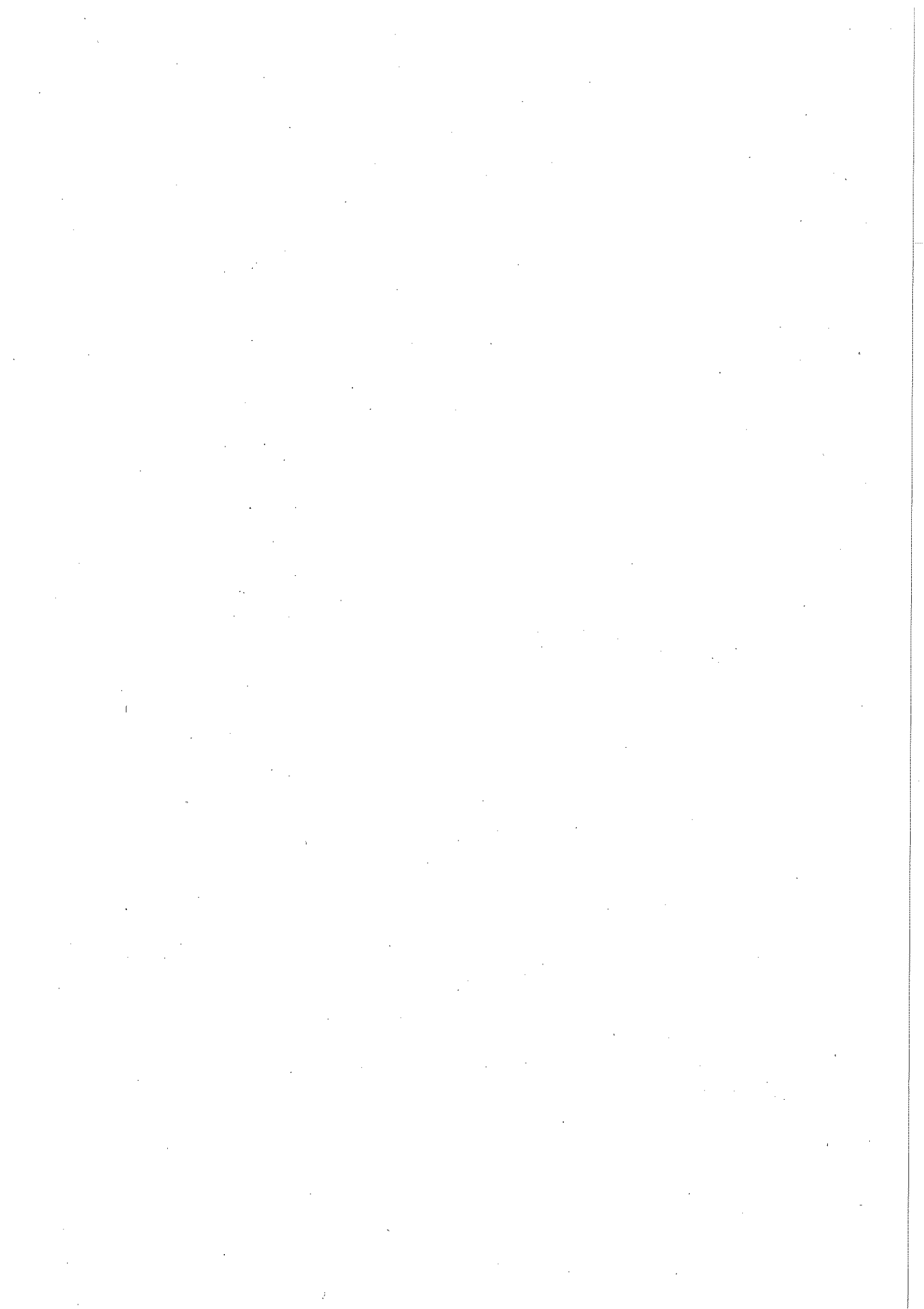
**Total Rent for period £5250.00 to be paid in a single lump sum.**

.....  
**(Signed) Sir Jamie McGrigor MSP**

.....  
**(Signed) [Signature] Ford, Treasurer, A&B Conservatives**

*4th Oct 2012*

.....  
OCP - re grant office rental  
23-10-12



- 5.4 The maximum aggregate liability in contract, delict, negligence or otherwise, howsoever arising, of DM Hall and the Valuer in respect of any one claim or series of claims arising from, or in relation to, this Report shall not in any circumstances exceed £10,000,000 or the limit of liability stated in the professional indemnity insurance policy of DM Hall, whichever is the lower. A copy of the policy certificate is available on request. This maximum aggregate liability is irrespective of how many separate and individual claims may be presented or their total and the Client expressly in advance frees, relieves and holds harmless DM Hall and its members as members and as individuals, past and present, from any such claims past, present and future in excess of the limitation of liability set out in this clause.
6. Definitions
- 6.1 The "Valuer" is the author of the Report on the Property.
- 6.2 The "Report" is the report of the kind described in section 1 of these Conditions of Engagement.
- 6.3 The "Property" is the property which forms the subject of the Report.
- 6.4 "DM Hall" is DM Hall LLP, a limited liability partnership registered in Scotland with registration number SO301144 and having its registered office at 17 Constopline Road, Edinburgh EH12 6DD.
- 6.5 The "Client" is the person, firm or company to whom DM Hall is to provide the Report in accordance with the Confirmation of Instructions and these Conditions of Engagement.
- 6.6 The "Confirmation of Instructions" is the letter issued by DM Hall confirming receipt of instructions to prepare a valuation, setting out the Services and setting out the fee for the Report.
- 6.7 "Market Value" means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.
- 6.8 "Market Rent" means the estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.
- 6.9 "Building Reinstatement Cost Assessment" means an estimate for insurance purposes of the current cost of:
- (a) rebuilding the Property in its present form (unless otherwise stated); or
  - (b) the Property being constructed as currently proposed;
- each including the costs of site clearance and professional fees but excluding:
- (i) VAT (except on fees);
  - (ii) loss of rent; and
  - (iii) the cost of alternative accommodation for the reinstatement period.
- 6.10 The "Services" means the specific services to be provided by DM Hall to the Client pursuant to the Confirmation of Instructions and section 1 of these Conditions of Engagement.
- 6.11 The "Lender" means a party who has provided or intends or proposes to provide financial assistance to the Client towards the purchase or remortgage of the Property and in whose favour a standard security will be granted over the Property.

## 2 The Inspection

- 2.1 The Valuer will undertake a visual inspection of so much of the exterior and interior of the Property as is accessible with safety and without undue difficulty, as can be seen whilst standing at ground level within the boundaries of the Property and adjacent public/communal areas and whilst standing at the various floor levels, which the Valuer considers reasonably necessary to provide the Services, having regard to its purpose. The Valuer is under no duty to carry out a building survey or to inspect those parts of the Property which are covered, unexposed or inaccessible, or to raise boards, move anything, use a moisture detecting meter, or to arrange for the testing of electrical heating or other services. Roof voids and attics are not inspected. In some instances or types of property only selected or representative parts of the Property may be inspected.
- 2.2 The purpose of the inspection is to provide an opinion of value. Comments may be made on the readily apparent state of repair of the Property. The inspection is not a building or structural survey and the Report will not detail defects that do not materially affect value. Where defects are mentioned in the Report, they should be regarded as indicative and not exhaustive.
- 2.3 The Valuer will not carry out an asbestos inspection and will not be acting as an inspector in completing a valuation inspection of properties that may fall within the Control of Asbestos Regulations 2012. No enquiry of the duty holder, as defined in the Control of Asbestos Regulations 2012, of the existence of an asbestos register, or of any plan for the management of asbestos will be made. The Client's legal adviser/conveyancer should confirm the duty holder under these regulations, the availability of an Asbestos Register and the existence and management of any asbestos containing materials. For the purposes of this valuation, it is assumed that there is a duty holder, as defined in the Control of Asbestos Regulations 2012, and that a Register of Asbestos and effective Management Plan is in place which does not require any immediate expenditure or pose a significant risk to health or breach the HSE Regulations.
- 2.4 The Valuer will not carry out an inspection for Japanese Knotweed or other infestations by invasive species. Unless otherwise stated it is assumed that there is no Japanese Knotweed or other infestations by invasive species within the boundaries of the Property or in neighboring properties. The identification of infestations of this type should be made by a specialist contractor. It must be removed by specialist contractors and removal may be expensive. Where the Valuer does report the presence of Japanese Knotweed or invasive species, further investigations may be recommended.

## 3 The Report

- 3.1 If it is not reasonably possible to carry out a substantial part of the inspection this will be stated in the Report.
- 3.2 Where the Valuer relies on information provided, this will be indicated in the Report, together with the source of the information.
- 3.3 The Report will state the existence of any apparent, recent significant alterations and extensions so as to alert the Client's legal advisers.

## 4 Valuation

- 4.1 The valuations provided will be on the assumptions set out in section 1.7 in respect of individual subject properties (unless otherwise agreed) as inspected. The valuations will be provided on the bases of value stated in the Confirmation of Instructions and as defined in the latest edition of the RICS Valuation - Professional Standards (Red Book) as published by The Royal Institution of Chartered Surveyors. Any special assumptions or reference to a particular buyer will be clearly stated.
- 4.2 The valuations will exclude any additional value attributable to personal goodwill, or the value of any fixtures and fittings which are only of value *in situ* to the present or proposed occupier, except in the case of a Property which is fully equipped and valued as an operational entity, where only personal goodwill is excluded.
- 4.3 Unless otherwise stated, in the valuation of portfolios, each Property is valued separately and not as part of the portfolio. Accordingly, no allowance, either positive or negative, is made in the aggregate value reported to reflect the possibility of the whole or part of the portfolio being put on the market at any one time.

## 5 Instructions and Charges

- 5.1 All instructions from the Client will be made directly by the Client and confirmed in writing.
- 5.2 The Client will pay to DM Hall the fee initially agreed between them, subject to any amendment thereto to be agreed if the Valuer's instructions are subsequently modified. In addition, the Client will reimburse DM Hall the cost of all reasonable out-of-pocket expenses which may be incurred and pay the amount of any Value Added Tax on the fee and expenses.
- 5.3 Unless otherwise agreed in writing, and subject to condition 5.4 below, the maximum liability of DM Hall and the Valuer (in contract, delict, negligence or otherwise) howsoever arising, in relation to the Property, shall be 20% of the value of the Property on the basis identified in the Confirmation of Instructions or, if no basis is expressed, Market Value as defined by the RICS, on the date of the instruction.

- 1.1.12 Where specifically agreed in writing at the time of instruction, an indicative Building Reinstatement Cost Assessment, this is given solely as a guide. A formal Buildings Reinstatement Cost Assessment for insurance purposes can only be given by a quantity surveyor, building surveyor or similarly qualified professional. The Client is advised to obtain a formal Buildings Reinstatement Cost Assessment for insurance purposes.
- 1.1.13 Any other aspects, other than the usual legal investigations, which the Valuer considers require further consideration or investigations.
- 1.2 Following provision of the Report, the Valuer will be prepared to discuss its contents.
- 1.3 The Valuer shall, unless otherwise expressly agreed, rely upon information provided by the Client and/or the Client's legal or other professional advisers relating to the Property, tenure, leases and all other relevant matters.
- 1.4 Subject to Paragraph 2.1 below, the Valuer shall carry out such inspections and investigations as are, in the Valuer's professional judgement, appropriate and possible in the particular circumstances.
- 1.5 If the Valuer's inspection suggests that there may be material hidden defects to the Property the Valuer will so advise and may defer submitting a final Report until the results of further investigations are available.
- 1.6 The Report will not seek to identify the existence of contamination. If, however, the Valuer in the course of the inspection or investigations learns that there may be contamination, the Valuer will report this to the Client.
- 1.7 In preparing the Report, unless otherwise stated by the Valuer, the following assumptions will be made that the Valuer shall be under no duty to verify:
- (a) that no deleterious or hazardous materials or techniques were used in the construction of the Property or have since been incorporated;
  - (b) that good title can be shown and that the Property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings;
  - (c) that the Property and its value are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries, or by any statutory notice, and that neither the Property, its condition, its use, nor its intended use, is or will be unlawful;
  - (d) that all required valid planning permissions and statutory approvals for the buildings and for their use, including any recent or significant extensions or alterations, have been obtained and complied with and that works not requiring consents meet the standards required by the building regulations or are exempt;
  - (e) that inspection of those parts of the Property that have not been inspected would neither reveal material defects nor cause the Valuer to alter the valuation(s) materially;
  - (f) unless otherwise stated, that no contaminative or potentially contaminative uses have ever been carried out on the Property and that there is no potential for contamination of the Property from past or present uses of the Property or from any neighbouring property;
  - (g) that no notices have been issued by the Statutory Authorities or by the Fire Master and that no significant capital expenditure is required to comply with the provisions of inter alia the Offices, Shops and Railway Premises Act, Health and Safety at Work etc Act, Fire Precautions Act, Disability Discrimination Act, Equality Act and the Factories Act; and
  - (h) that the flank walls of the Property are party walls and that the liability for mutual repairs, including the roof, its parts and pertinents, is on an equitable basis between the proprietors of the various floors.
- 1.8 Unless otherwise specifically stated the Report does not take VAT into account. The client is advised to obtain specialist advice in this regard. Similarly, unless specifically stated, the Report makes no allowance for the costs of acquisition or disposal or for any tax which might arise.
- 1.9 In providing the Services the Valuer will have regard to relevant contents of the latest edition of the RICS Valuation – Professional Standards (Red Book) as published by The Royal Institution of Chartered Surveyors.
- 1.10 The Report will be provided for the stated purpose and for the sole use of the named Client. DM Hall accepts responsibility to the Client alone that the Report will be prepared with the skill, care and diligence reasonably to be expected of a competent Valuer, and accept no responsibility whatsoever to any parties other than the Client. Any such parties rely upon the Report at their own risk. Neither the whole nor any part of the Report, nor any reference to it, may be included in any published document, circular or statement, or published in any way, without DM Hall's prior written approval of the form and context in which it may appear. In the event that the Report is presented to your Lender, we cannot guarantee that it will be acceptable to them. The Client is advised that if a Lender seeks to rely on this Report they do so at their own risk.
- 1.11 DM Hall has a Complaints Procedure in accordance with The Royal Institution of Chartered Surveyors Rules of Conduct. A copy of this procedure is available on request.
- 1.12 Compliance with the RICS Valuation – Professional Standards (Red Book) may be subject to monitoring under the Institution's conduct and disciplinary regulations and the Valuer Registration Scheme.

THE VALUATION AND APPRAISAL OF COMMERCIAL LAND AND BUILDINGS

CONDITIONS OF ENGAGEMENT

Introduction

Unless specified to the contrary in the body of the Report, our valuations are carried out in accordance with the following terms and conditions.

1. The Service

1.1 Unless otherwise stated, the Valuer is an External Valuer as defined in the latest edition of the RICS Valuation – Professional Standards (Red Book).

The Valuer provides directly to the Client a Report based on an inspection as described below, and either:-

- (a) In respect of the particular type of property, has sufficient current local, national and international (as appropriate) knowledge of the particular market and the skills and understanding necessary to undertake the valuation competently; or
- (b) where he satisfies (a) above, except that he has insufficient current knowledge, he will be or has been assisted by a person(s) who has (have) such knowledge and the skills and understanding necessary to provide the assistance required;

Unless previously agreed in writing and set out in the Confirmation of Instructions, the Report will cover the following points:

- 1.1.1 A description of the property, its location and its readily apparent state of repair;
- 1.1.2 The Valuer's opinion(s) of value of the Property on the basis stated in the Confirmation of Instructions. These may include Market Value, Market Rent, Building Reinstatement Cost Assessment and/or such other basis as may have been agreed in writing;
- 1.1.3 Where the valuation(s) has (have) been affected by the existence of an unimplemented planning consent for change of use or other development, the Valuer will so report and advise as to the amount(s) of the increase reported in consequence.
- 1.1.4 In the case of Property to be held as an investment:
  - (a) An opinion of Market Rent at the reporting date, representing the rental income that the owner will be entitled to from the Property if it becomes or remains fully occupied;
  - (b) An opinion on the effects on value of the quality and terms of the lease(s) and relevant implications upon the valuation; and
  - (c) the Valuer's view of the market's opinion of tenant covenants for the class of the subject Property in the subject locality.
- 1.1.5 Advice, if the Valuer considers it relevant, on whether there is significant prospect of or potential for change of use or other development of the Property, or those in the vicinity, which would materially affect the value of the Property.
- 1.1.6 Advice, if the Valuer considers it relevant, on any other factors that may materially affect the status or value of the Property as security.
- 1.1.7 Comment upon the proposed purchase price if this has been notified in writing to the Valuer.
- 1.1.8 A statement of any special assumptions which the Valuer has made.
- 1.1.9 If appropriate, the Valuer's opinion of the suitability of the Property as a lending security having regard to the criteria typically applied by mainstream lenders.
- 1.1.10 If appropriate, the Valuer's opinion (without liability on the part of the Valuer) of current market conditions and/or trends in respect of this type of property in the area.
- 1.1.11 A statement as to the valuation method adopted, and an indication as to the extent to which the Valuer has been able to have regard to comparable market transactions:
  - (a) in the case of Property valued for the existing use as an operational entity having regard to trading potential, the opinion which the Valuer has formed as to the future trading potential, including the gross income and profitability likely to be achieved; and
  - (b) in the case of Property valued on a residual basis, the significant material figures and assumptions made and the consequences of changes thereto.

In arriving at our opinion of Market Rent, we have considered the above as well as other transactional information that is available to us. We would highlight that a large proportion of units within the neighbouring area are owner occupied and that there has been a lack of similar type transactions within the immediate locale. We have therefore considered comparable evidence from outwith the immediate area, having made adjustments where necessary to reflect the individual characteristics of the subject premises. In particular, we have reflected the units tertiary location within within Mid-Argyll.

#### OPINION OF VALUE

We are of the opinion that the Market Rental Value of the property, on a vacant possession basis at the valuation date is:

1. **Market Rent**

**£4,750 (Four Thousand Seven Hundred and Fifty Pounds) per annum.**

We trust that this report is sufficient for your current purposes, although in the event that you require any further information or assistance please do not hesitate to contact us.

This short report is not intended to constitute a valuation report for secured lending purposes. The information contained herein should be considered within the limited context within which it appears and should not be relied upon in isolation. Any commitment to purchase or other financial commitment should only be considered following the preparation of our standard report and valuation which we would be happy to provide following receipt of your additional instructions.

Yours faithfully

J  
RICS Registered Valuer  
For DM Hall LLP

MSc MRICS



## LOCATION & DESCRIPTION

We have been instructed to provide a brief rental valuation only and, therefore, we have restricted the below information to a summary only.

The subjects are situated on the western side of Chalmers Street within the village of Ardrishaig. Ardrishaig itself is situated to the northern end of Loch Gilp within mid Argyll, approximately 90 miles from Glasgow City Centre.

The subjects form part of the ground floor of a three storey building. The premises are overlaid in a pitched roof, clad in concrete tile. The majority of surrounding ground floor units are utilised as retail or office premises, with the upper floors utilised for residential purposes.

Internally, the premises comprise a Class 2 office unit, being split to form a front office, with a rear staff / store area & WC. The premises were found to be in reasonable condition at the time of inspection, in line with premises of a similar age, type and specification.

## ACCOMMODATION

The accommodation within the property comprises the following:

Ground floor                    54.68 sq.m (589 sq.ft)

The foregoing area has been calculated on a net internal area basis in accordance with the current edition of The RICS Code of Measuring Practice.

## SERVICES

We have assumed that the individual parts of the property benefit from mains supplies of electricity and water, with drainage assumed to be to the public sewerage system. This should be clarified.

None of the systems, circuits or services have been checked or tested for the purposes of this report.

## CONDITION

It was not our remit to provide a report on the structure and fabric of the property and accordingly, our inspection has been restricted to that end.

## VALUATION APPROACH & MARKET COMMENTARY

Our opinion of value has been prepared adopting the comparative method, having regard to achieved lettings of similar properties within the locality and surrounding areas.

We would highlight a number of transactions as follows, albeit this list should not be considered exhaustive.

Address	Rent (per annum)	Area (sq. ft.)	Rate (per sq. ft.)	Date	Comments
61-63 Chalmers Street, Ardrishaig	£5,800	1,130	£5.13	Dec 2013	This unit is currently being assigned however, we understand that the rent was increased slightly in Dec 2013. This unit nearly double the size of the subjects in question.
23 Kinloch Road, Campeltown	£4,000	1,000	£4.00	Jan 2012	This unit was let on a one year lease to South Kintyre Young Carers Group. This unit is large than the subject premises.
Stag Chambers, Lorne Street, Lochgilphead	£5,500	385	£14.29	Nov 2011	This unit was let to GS Travel by GL Hearn.
8 Albany Terrace, Oban	£7,000	560	£12.50	May 2011	This unit was let on a 5 year lease with 3 months rent free granted.
7e Glenshallach House, Oban	£8,000	886	£9.29	Apr 2011	This unit was let to Dawson Energy on a 5 year lease.

14 Newton Place, GLASGOW, G3 7PY  
DX 512238 GLASGOW-SANDYFORD PLACE  
LP-17 GLASGOW 3  
Tel: 0141 332 8615 Fax: 0141 332 4867



www.dmhall.co.uk

25 February 2014

Jamie McGrigor MSP  
M211  
The Scottish Parliament  
Edinburgh  
EH99 1SP

**DM HALL**

chartered surveyors

FAO

Our Ref.: \_\_\_\_\_

Dear Sir

**PROPERTY:** 61 Chalmers Street, Ardrishaig, PA30 8DX  
**CLIENT:** Jamie McGrigor MSP

NO RECEIVED

04 MAR 2014

CHECKED

We write with reference to the above and in particular to your instructions dated 13 December 2013 requesting our opinion of the current Market Rental Value of the property.

Our valuation has been prepared in accordance with the current edition of the RICS Valuation - Professional Standards (Red Book), and our Conditions of Engagement for the Valuation and Appraisal of Commercial Land and Buildings, a copy of which is appended to this report.

We can confirm that we have sufficient current local knowledge of the particular property market involved and have the skills and understanding to undertake this valuation competently.

An inspection of the property was undertaken by \_\_\_\_\_ a Registered Valuer on 28 January 2014.

We can also confirm that, after undertaking relevant enquiries, DM Hall LLP have no conflict of interest in accepting these instructions and further, that we currently carry appropriate Professional Indemnity Insurance cover in relation to this instruction.

This short report confirms our opinion of value in a summary format only.

**PROPERTY**

61 CHALMERS STREET, ARDRISHAIG, PA30 8DX

**TENURE**

HERITABLE

**VALUATION DATE**

28 JANUARY 2014

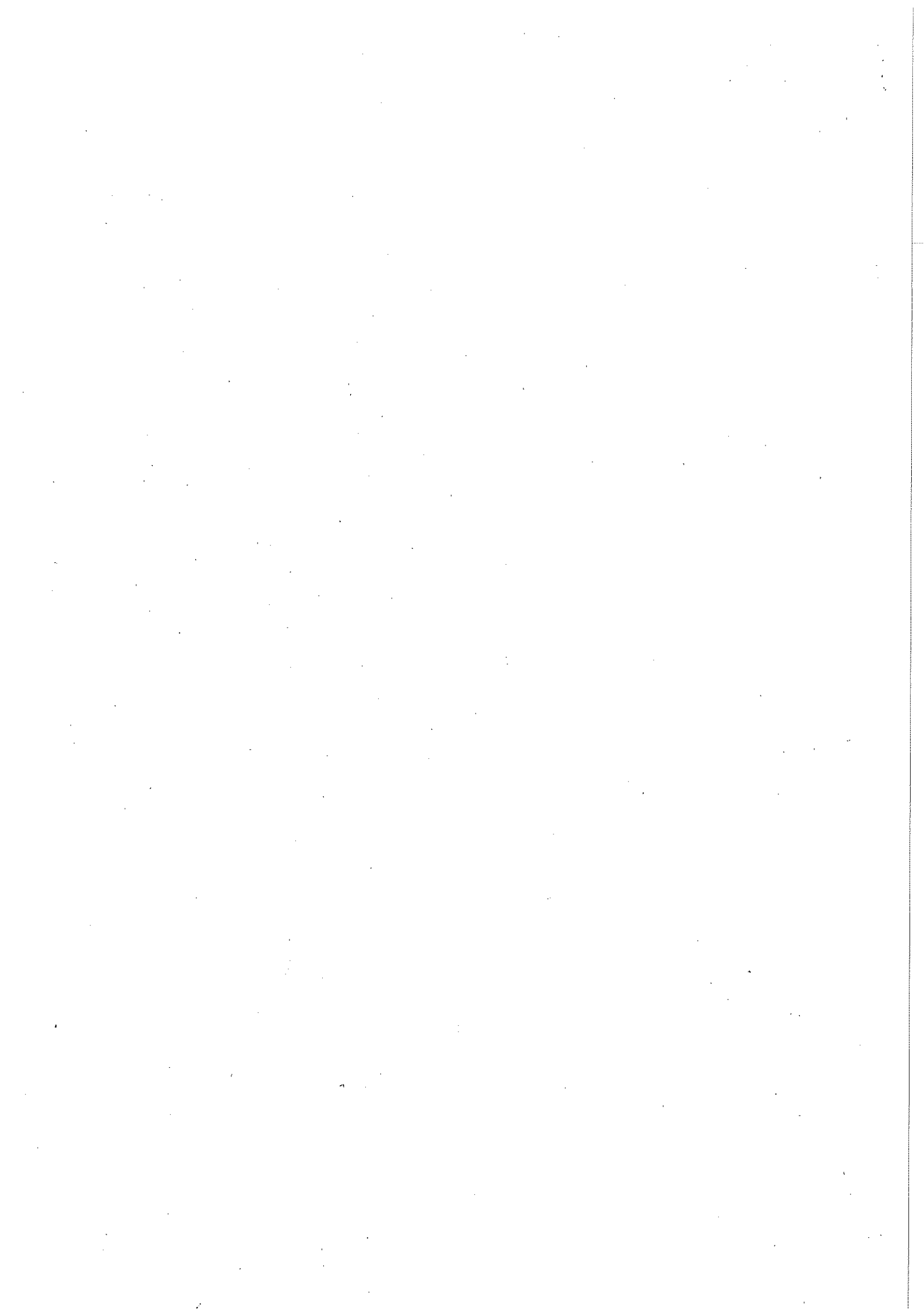


DM Hall LLP, a Limited Liability Partnership registered in Scotland with Registration number SC301144  
Registered office: 17 Corstorphine Road, Edinburgh, EH12 6DD

A full list of members can be obtained from the Head Office, 17 Corstorphine Road, Edinburgh, EH12 6DD : Tel: 0131 477 6006 Fax: 0131 625 6304

Aberdeen, Ayr, Cumbernauld, Dumfries, Dundee, Dunfermline, Edinburgh, Elgin, Falkirk, Glasgow (North and South), Hamilton, Inverness, Inverurie, Irvine, Kirkcaldy, Livingston, Musselburgh, Oban, Paisley, Perth, Peterhead, Stirling, Wick.

Letter/Jan 07



Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

**From:** Giulianotti J (Jackie)  
**Sent:** Friday, March 14, 2014 9:22 AM  
**To:**  
**Subject:** RE: Regional Office

Many thanks.

I would be grateful if you could advise what charges/services the rental payment in respect of the regional office covers.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

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Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

**From:**  
**Sent:** Monday, March 10, 2014 3:23 PM  
**To:** Giulianotti J (Jackie)  
**Subject:** RE: Regional Office

Hi Jackie,

I have just checked with [redacted] Jamie's Regional Assistant who works for him from his Ardrishaig office. She advises that the local party uses a smaller and separate back room within the office and Jamie's Parliamentary office occupies around 60% of the overall groundfloor office space.

Kind regards

**From:** Giulianotti J (Jackie)  
**Sent:** Monday, March 10, 2014 2:47 PM  
**To:** Pattullo DW (Douglas)  
**Subject:** Regional Office

Douglas

Many thanks for providing a copy of the rent evaluation of Jamie's office in Ardrishaig.

When the Parliament's Head of Internal Audit undertook the audit of Jamie's office on 3<sup>rd</sup> May last year he was advised by a member of Jamie's staff that the party occupied and used part of the ground floor accommodation. I should be grateful if you could advise what % of the ground floor is occupied by the party.

Many thanks

**Giulianotti J (Jackie)**

---

**From:** [redacted] (cc: [redacted])  
**Sent:** 17 March 2014 09:01  
**To:** Giulianotti J (Jackie)  
**Subject:** RE: Regional Office

Dear Jackie,

I will ask for these bills and come back to you.

Many thanks

**From:** Giulianotti J (Jackie)  
**Sent:** Friday, March 14, 2014 12:50 PM  
**To:** [redacted]  
**Subject:** RE: Regional Office

Many thanks.

On the basis that the annual rent payment is significantly higher than the rent valuation figure I would be glad to receive a detailed breakdown of the service charges i.e. electricity/heating bills, water rates office cleaning together with copies of the associated bills for the current full financial year.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

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**From:** [redacted] (cc: [redacted])  
**Sent:** Friday, March 14, 2014 10:03 AM  
**To:** Giulianotti J (Jackie)  
**Subject:** RE: Regional Office

Dear Jackie,

The rental payment covers all utility bills (except phone lines/bills) so all electricity/heating bills, water rates and all office cleaning.

Regards

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Edinburgh EH99 1SP  
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Faodar pàirt a ghabhail ann am Pàrlamaid na h-Alba tron Ghàidhlig. Tha barrachd fiosrachaidh ri fhaighinn sa phlana Ghàidhlig againn aig <http://www.scottish.parliament.uk/gd/help/43259.aspx>

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\*\*\*\*\*

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**Sent:** Friday, March 14, 2014 9:22 AM  
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**Subject:** RE: Regional Office

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**Subject:** RE: Regional Office

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Many thanks  
Jackie Giulianotti  
Allowances Office



The office provides the cleaning equipment and service – Hoover, polish, soap, toilet rolls etc, approx. £10 per month.

We pay the window cleaner £18 every six months. He cleans the windows once a month.

Electricity is paid by D/D used to be £81 per month – now reduced to £68 per month. – latest Electricity Bill attached

Water Rates are paid by D/D used to be £41 per month – now reduced to at £31 per month – latest Water Rates bill attached

All the receipts and bills up to end of January are with the Accountant for Audit purposes. I have no paper copies and had to pull these from the internet.

Organising Secretary  
Argyll & Bute Scottish Conservatives & Unionist Association

**From:** Giulianotti J (Jackie)  
**Sent:** Friday, March 14, 2014 12:50 PM  
**To:**  
**Subject:** RE: Regional Office

Many thanks.

On the basis that the annual rent payment is significantly higher than the rent valuation figure I would be glad to receive a detailed breakdown of the service charges i.e. electricity/heating bills, water rates office cleaning together with copies of the associated bills for the current full financial year.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP  
Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

**From:**  
**Sent:** Friday, March 14, 2014 10:03 AM  
**To:** Giulianotti J (Jackie)  
**Subject:** RE: Regional Office

Dear Jackie,

The rental payment covers all utility bills (except phone lines/bills) so all electricity/heating bills, water rates and all office cleaning.

Regards

**Giulianotti J (Jackie)**

---

**From:** .....  
**Sent:** 27 March 2014 09:40  
**To:** Giulianotti J (Jackie)  
**Cc:** Aitken R (Ruth)  
**Subject:** RE: Regional Office

Hi Jackie,

The Argyll & Bute Scottish Conservative & Unionist Association own the whole office, 61 Chalmers Street, and rent out the larger office to Jamie while using the smaller back office themselves.

Regards

**From:** Giulianotti J (Jackie)  
**Sent:** Wednesday, March 26, 2014 2:29 PM  
**To:** .....  
**Cc:** Aitken R (Ruth)  
**Subject:** RE: Regional Office

Many thanks this is very helpful. While appreciate Jamie's landlord is the Argyll & Bute Scottish Conservatives & Unionist Association I would be grateful if you could advise as to whop the owners of the office space are.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

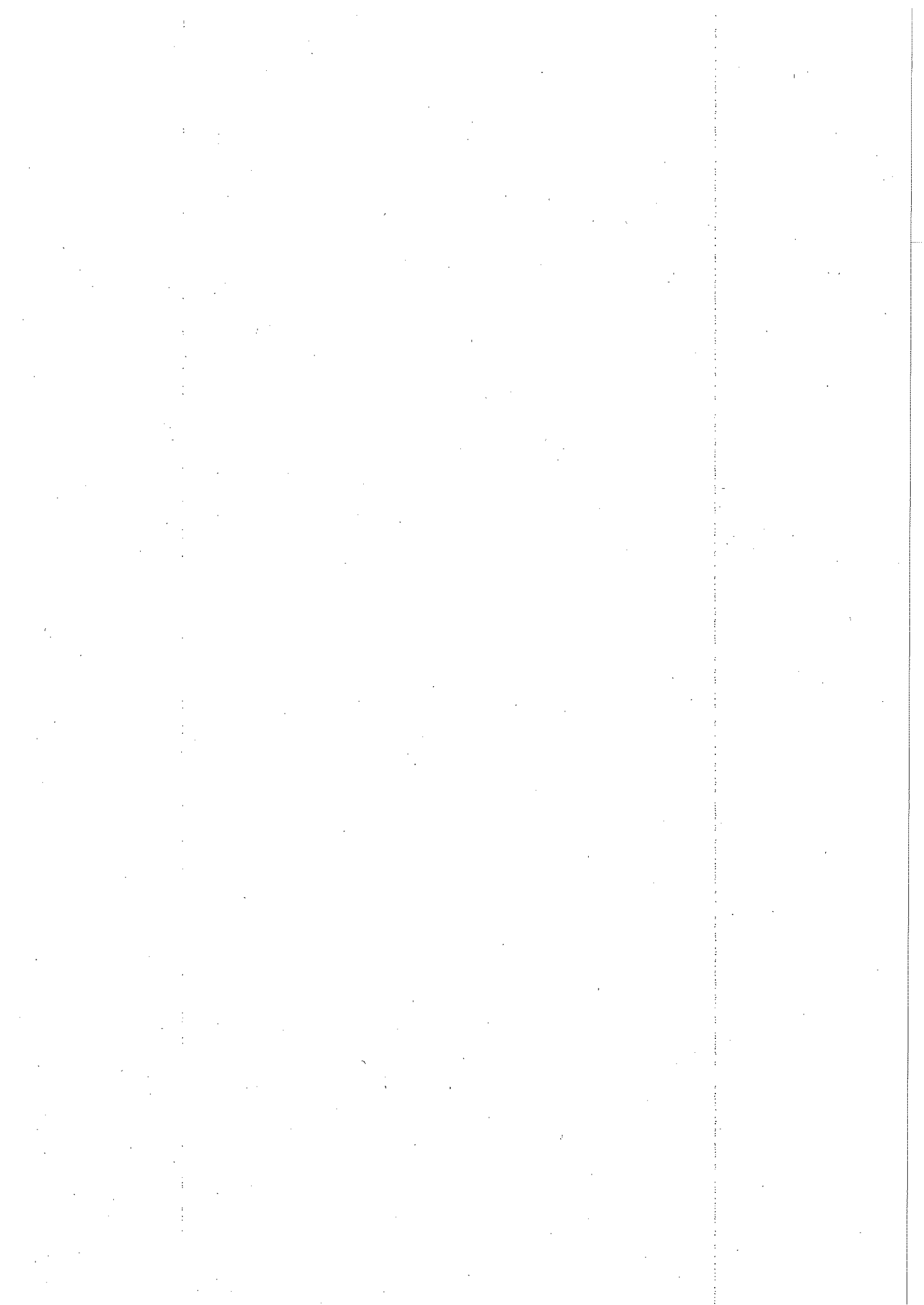
Telephone (Direct Dial) : 0131 34 86609  
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Fax : 0131 348.6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

**From:** .....  
**Sent:** Wednesday, March 26, 2014 1:16 PM  
**To:** Giulianotti J (Jackie)  
**Subject:** FW: Regional Office

Jackie,

Here is some information as requested- please let me know if you need anything else.

Regards



Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

**From:** I [redacted]  
**Sent:** Monday, April 07, 2014 3:44 PM  
**To:** Giulianotti J (Jackie)  
**Subject:** RE: Office Rent

Hi Jackie,

Thanks for this. I will pass this news on to Jamie when I speak to him later today or tomorrow.

Two small points: is the small cost of cleaning materials/toilet rolls of £10 per month included in this? And I think the landlord usually send their invoice in in the autumn, could we start paying the new rate from this autumn when they do so as we have paid until then?

Thanks

---

**From:** Giulianotti J (Jackie)  
**Sent:** Monday, April 07, 2014 3:23 PM  
**To:** McGrigor J (Jamie), MSP  
**Cc:** I [redacted]; Aitken R (Ruth)  
**Subject:** Office Rent

We are now in receipt of the rent valuation report in respect of your regional office at 61 Chalmers Street, Ardrishaig. The report specifies that the rental value for the full ground floor is £4,750 per annum.

We have been advised that the ground floor accommodation is shared with the local party with you occupying 60% of the office space and the party occupying the remainder. We have also been advised that your rent includes a share of utility costs (excluding telephone charges), water rates and window cleaning which, going forward, will be a total of £1,224 per annum calculated as follows:-

Window Cleaning = £36 per annum;  
Electricity = £68 per month (£816 per annum); and  
Water Rates = £31 per month (£372 per annum).

On the basis of your 60% occupancy of the office space I would advise that in accordance with paragraph 4.2.11 of the Reimbursement of Members' Expenses Scheme the maximum rental payment that can be met from your Office Cost Provision with effect from 1<sup>st</sup> April 2014 is £3,584.40 per annum this figure being calculated as follows:-

60% of £4,750 = £2,850; and  
60% of £1,224 = £734.40.  
Total = £3584.40.

I would be grateful if you could advise your landlord accordingly in order that future rental invoices are adjusted accordingly.

Happy to discuss.

## Aitken R (Ruth)

---

**From:** Giulianotti J (Jackie)  
**Sent:** 10 April 2014 09:19  
**To:**  
**Cc:** Aitken R (Ruth)  
**Subject:** RE: Office Rent

Many thanks for taking this forward and confirming the position.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

---

**From:**  
**Sent:** Thursday, April 10, 2014 9:16 AM  
**To:** Giulianotti J (Jackie)  
**Cc:** Aitken R (Ruth)  
**Subject:** RE: Office Rent

Dear Jackie,

Jamie has now discussed this with the landlord and therefore their invoice will be adjusted accordingly when they send it in for this year.

Kind regards

---

**From:** Giulianotti J (Jackie)  
**Sent:** Monday, April 07, 2014 3:51 PM  
**To:**  
**Cc:** Aitken R (Ruth)  
**Subject:** RE: Office Rent

No the £10 per month for cleaning materials is not included. 60% of the annual charge would be £72 and this should be added to the sum of £3,584.40 to make an annual rental charge of £3,656.40. The rent has been paid up to 2<sup>nd</sup> May 2014 and the decrease in rental will be affective from that date.

Jackie

**Argyll and Bute Conservative & Unionist Association**

61 Chalmers Street  
Ardriashaig  
Argyll  
PA30 8DX  
Tel 01546 603 811  
E-Mail: [abscua@btconnect.com](mailto:abscua@btconnect.com)



Chairman: Prof. William Hanbury  
President: Sandy MacPherson  
Hon President: Lady Mackay of Ardbrecknish

Lease  
File  
Copy

NO RECEIVED  
29 OCT 2013  
CHECKED

Lease Agreement

Lease Agreement between: Sir Jamie McGrigor MSP and the


Argyll and Bute Conservative & Unionist Association

For the rental of a constituency office at:

61 Chalmers Street, Ardrishaig, Argyll PA30 8DX

Lease effective from: 2<sup>nd</sup> May 2013 to 2<sup>nd</sup> May 2014

Total Rent for period £5250.00 to be paid in a single lump sum.

  
.....  
(Signed) Sir Jamie McGrigor MSP

.....  
(Signed) R. ...., Treasurer, A&B Conservatives

Commitment (2013/14) now = £0.

RA 1/11/13.

PAYMENT AUTHORIZATION	
Goods Received & Satisfactory	<input checked="" type="checkbox"/>
Cost Centre:	LOCAL OFFICE RENTAL
Allowance	on
1 cent	
part:	
Nat:	
Sign:	
Date:	11-10-13

**Argyll and Bute Scottish  
Conservative & Unionist  
Association**

61 Chalmers Street  
Ardrishaig  
Argyll  
PA30 8DX  
Tel 01546 603 811  
E-Mail: [abscua@btconnect.com](mailto:abscua@btconnect.com)

**Scottish  
Conservatives**



Chairman: Prof. William Hanbury  
President: Mr Sandy MacPherson  
Hon President: Lady Mackay of Ardbrecknish

Lease Agreement

Lease Agreement between: Sir Jamie McGrigor MSP and the

Argyll and Bute Conservative &  
Unionist Association

For the rental of a constituency office at:

61 Chalmers Street, Ardrishaig, Argyll PA30 8DX

Lease effective from: 2<sup>nd</sup> May 2014 to 2<sup>nd</sup> May 2015

Total Rent for period £3650.00 to be paid in a single lump sum.

.....  
(Signed) Sir Jamie McGrigor MSP

.....  
(Signed) \_\_\_\_\_, Treasurer, A&B Conservatives

2014/15 - Paid

PAYMENT AUTHORISATION	
Goods Received & Satisfactory	<input checked="" type="checkbox"/>
Cost Centre:	
Allowance:	CCP - office rental
I certify that these expenses have wholly incurred on parliamentary/constituency duties	
Name (in CAPS):	
Signature:	
Date:	18-11-14



REFERENCE

DATE  
19 December 2007

**PRIVATE & CONFIDENTIAL**

PA  
Kenny McAskill MP  
Scottish Parliament  
Holyrood  
Edinburgh  
EH99 1SP

**By Email & Post**

**16A WILLOWBRAE ROAD**

I refer to our recent discussions and particularly your request for an indication of the appropriate rental value in relation to the area to be occupied by Mr McAskill.

The total area occupied will be the entire premises other than one room equating to 72 sq ft situated to the rear of the front shop environment and approx 60 sq ft within the front shop area as outline red on the attached plan. You will recall that the rental level agreed with the landlords in terms of the unit overall will increase to £8,500 per annum with effect May 2008.

In terms of the apportionment of value, I can confirm that I am of the opinion a fair reflection of the rental level attributable to the area to be occupied by Mr McAskill is in the order of £6,700 per annum.

I trust that my views on the appropriate rental value will be of assistance to you however should you require any further information please do not hesitate to contact me.

Kind regards

Yours sincerely

**ara**

Andrew Reilly Associates

**31 RUTLAND SQUARE**

EDINBURGH

EH1 2BW

TEL 0131 229 9885

FAX 0131 229 9815

AD RECEIVED

20 MAY 2011

CHECKED



The Scottish Parliament  
Pàrlamaid na h-Alba



*Kenny MacAskill, MSP for Edinburgh Eastern Constituency  
Rm T3.02, Scottish Parliament, Holyrood, Edinburgh EH99 1SP  
e-mail : [kenny.macaskill.msp@scottish.parliament.uk](mailto:kenny.macaskill.msp@scottish.parliament.uk)  
Tel – 0131 348 5012  
[www.kennymacaskill.co.uk](http://www.kennymacaskill.co.uk)*

18<sup>th</sup> May 2011

Jackie Giulianotti  
Head of Allowances  
Scottish Parliament  
EDINBURGH

Dear Jackie,

**Minute for Variation –  
Lease for property at 16a Willowbrae Road (local office)**

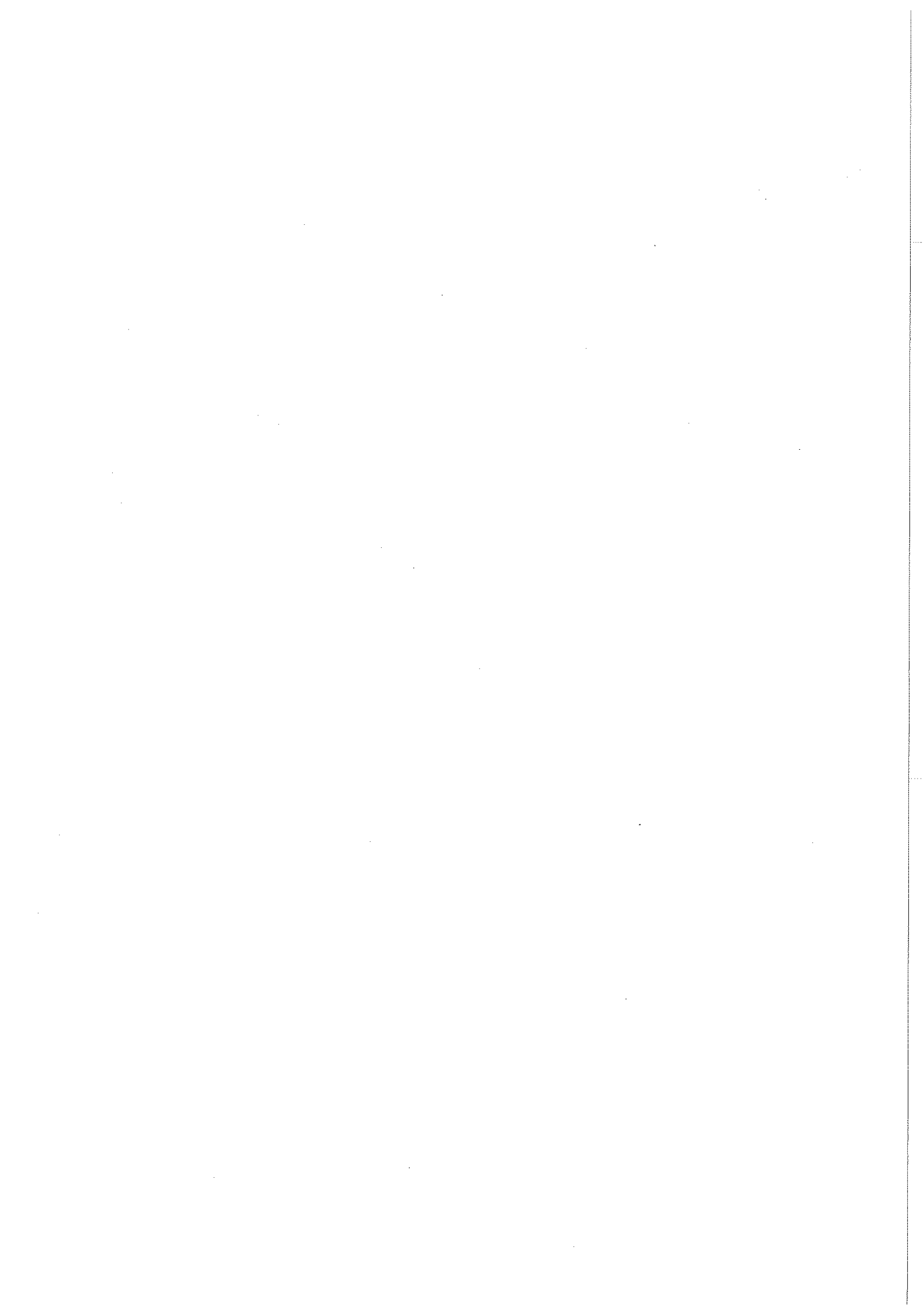
I enclose a signed copy of the Minute for Variation of the existing lease. I would be grateful if you could arrange immediate payment of the sum of £1,431.79, the payee details being the same as per the previous arrangement in session 2007-2011.

If there are any difficulties please do not hesitate to contact me.

Regards

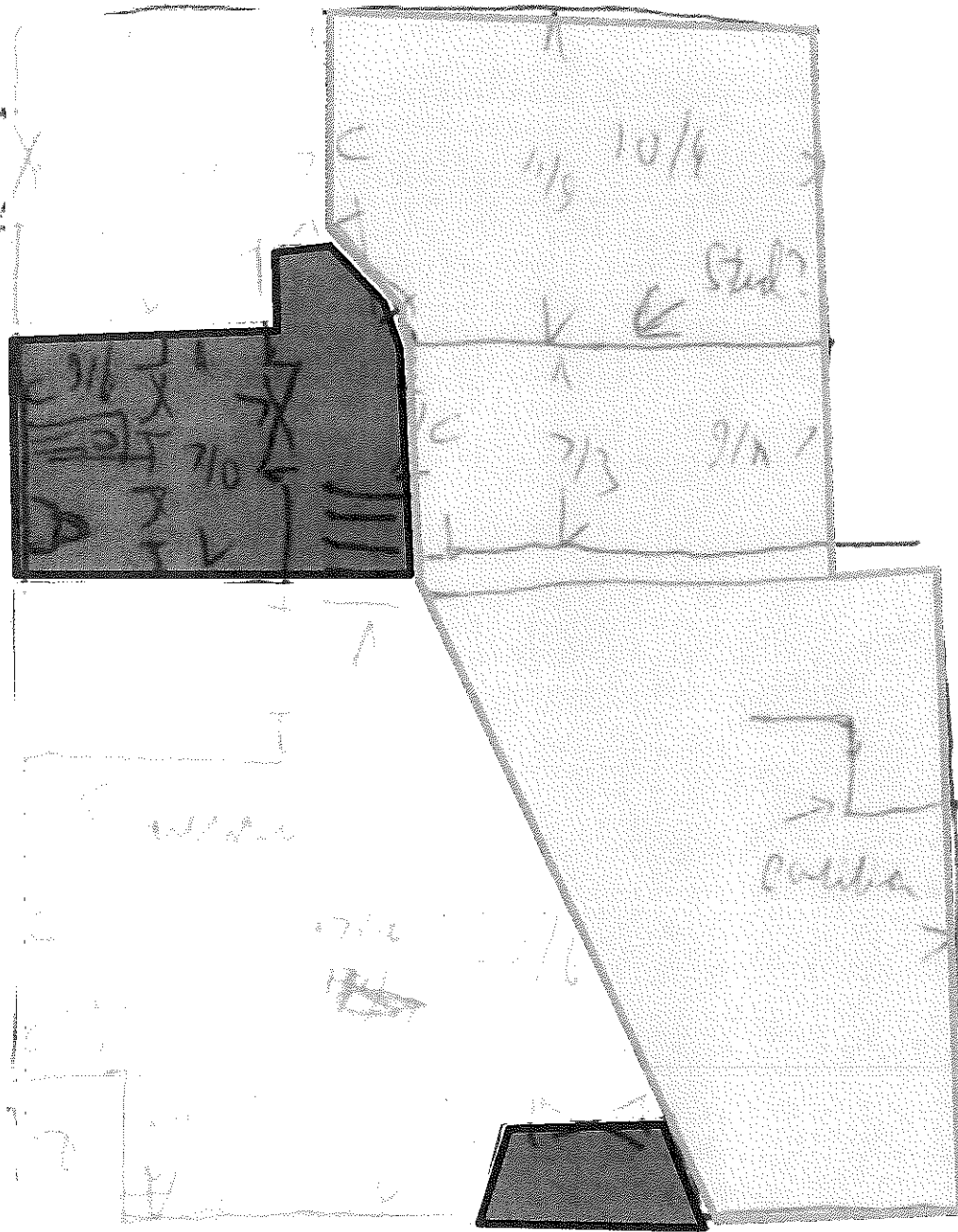
Kenny MacAskill MSP

*Constituency office details -  
16a Willowbrae Road, Edinburgh, EH8 7DB  
tel – 0131 661 9546*



16 WILLOWBRAE ROAD, EDINBURGH

Indicative Layout Plan Split of Areas



Kenny McKaskill MSP



Common Parts

Page 2

22 June 2015

In dealing with rental values generally, consideration has been given to rental levels within the immediate locality and other local environments outwith the city centre, consideration has also been given to the impact of the use class and the former retail consent which would if necessary be a possible alternative to the existing use as offices.

Having given due consideration to rental levels generally, appropriate comparables and the proposed terms of the sublease I am of the view that a fair reflection of the Estimated Rental Value for the subject premises can be stated at £10,500 per annum with effect 19 June 2015.

In dealing with the proportion of value relevant to the proposed subletting, I am of the view the appropriate rent should be £4,725 per annum taking in to account current market trends.

I trust this is sufficient for your purposes meantime.

Yours sincerely



for and on behalf of  
Andrew Reilly Associates Ltd

REFERENCE

DATE  
22 June 2015

16 Willowbrae Road  
Edinburgh  
EH8 7DB

Dear

**16 WILLOWBRAE ROAD, EDINURGH**

Further to your recent instructions in respect of the above property, I have now concluded my investigations with regard to the current Estimated Rental Value for the unit together with the proposed allocation of areas/occupational costs in relation to your proposed subletting.

A re-inspection of the premises was undertaken on 5 June 2015 and I have subsequently undertaken market research in order to ascertain the appropriate Estimated Rental Value for the property. I am therefore pleased to report as follows:

The property is situated at the northern end of Willowbrae Road, at its junction with Abercorn Road and close to London Road, one of the principal arterial routes in to Edinburgh city centre, providing excellent access to the Old Town, Holyrood and New Town to the west with the A1 and City Bypass in close proximity to the east. The unit is located approximately 2 miles from the city centre.

The property comprises an end-of-terrace former retail unit, arranged over the ground floor of a 4 storey building of traditional stone construction, the upper floors accommodating residential flatted dwellings. The unit has been converted to form an office suite providing a reception office together with three separate offices, kitchen, WC and storage facilities. The property is in reasonable condition consistent with its age however we understand the unit is currently undergoing redecoration works.

The premises have a net internal area, measured in accordance with the RICS Code of Measuring Practice (6<sup>th</sup> Edition), of 80.17 sq m (863 sq ft).

In dealing with the sublease of the accommodation, I note that this will run coterminous with the head lease, scheduled to expire at May 2016 and that the net internal area and associated occupational costs will be split equally between the parties. I have been advised that the costs associated with the common parts of the property will be borne by the Constituency Association.

**ara**

Andrew Reilly Associates

**31 RUTLAND SQUARE**

EDINBURGH

EH1 2BW

TEL 0131 229 9885

FAX 0131 229 9815

---

**From:** Aitken R (Ruth)  
**Sent:** 16 December 2015 09:54  
**To:**  
**Subject:** RE: Winding Up - Leases

Thank you for your e-mail.

I can confirm that we currently have a final quarterly rent payment set up to be paid on 11 February 2016 (to reach the landlord by the due date of 21 February 2016) and this would be met from the Office Cost Provision. However this is a full quarter and would cover the period up to 20 May 2016.

On this basis I should be grateful if you could please confirm the pro-rata payment due to cover the period 21 February to 5 May 2016 inclusive. Upon confirmation of this I can then amend our records accordingly.

Thank you for your assistance.

Many Thanks

Ruth

Ruth Aitken  
Allowances Manager  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial): 0131 34 86659  
Calls via RNID Typetalk: 18001 0131 34 86659  
Fax: 0131 34 86611  
Email: [ruth.aitken@scottish.parliament.uk](mailto:ruth.aitken@scottish.parliament.uk)

## Aitken R (Ruth)

---

**From:** Aitken R (Ruth)  
**Sent:** 06 January 2016 10:58  
**To:**  
**Subject:** RE: Winding Up - Leases

Thank you for your e-mail confirming that Kenny has now given notice to terminate and close his office on 31 March 2016.

On this basis I have now updated the final pro-rata payment of rent for the sum of £398.40 as advised, and updated our records accordingly.

Kind Regards

Ruth

Ruth Aitken  
Allowances Manager  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial): 0131 34 86659  
Calls via RNID Typetalk: 18001 0131 34 86659  
Fax: 0131 34 86611  
Email: [ruth.aitken@scottish.parliament.uk](mailto:ruth.aitken@scottish.parliament.uk)

---

**From:**  
**Sent:** 05 January 2016 12:05  
**To:** Aitken R (Ruth)  
**Subject:** RE: Winding Up - Leases

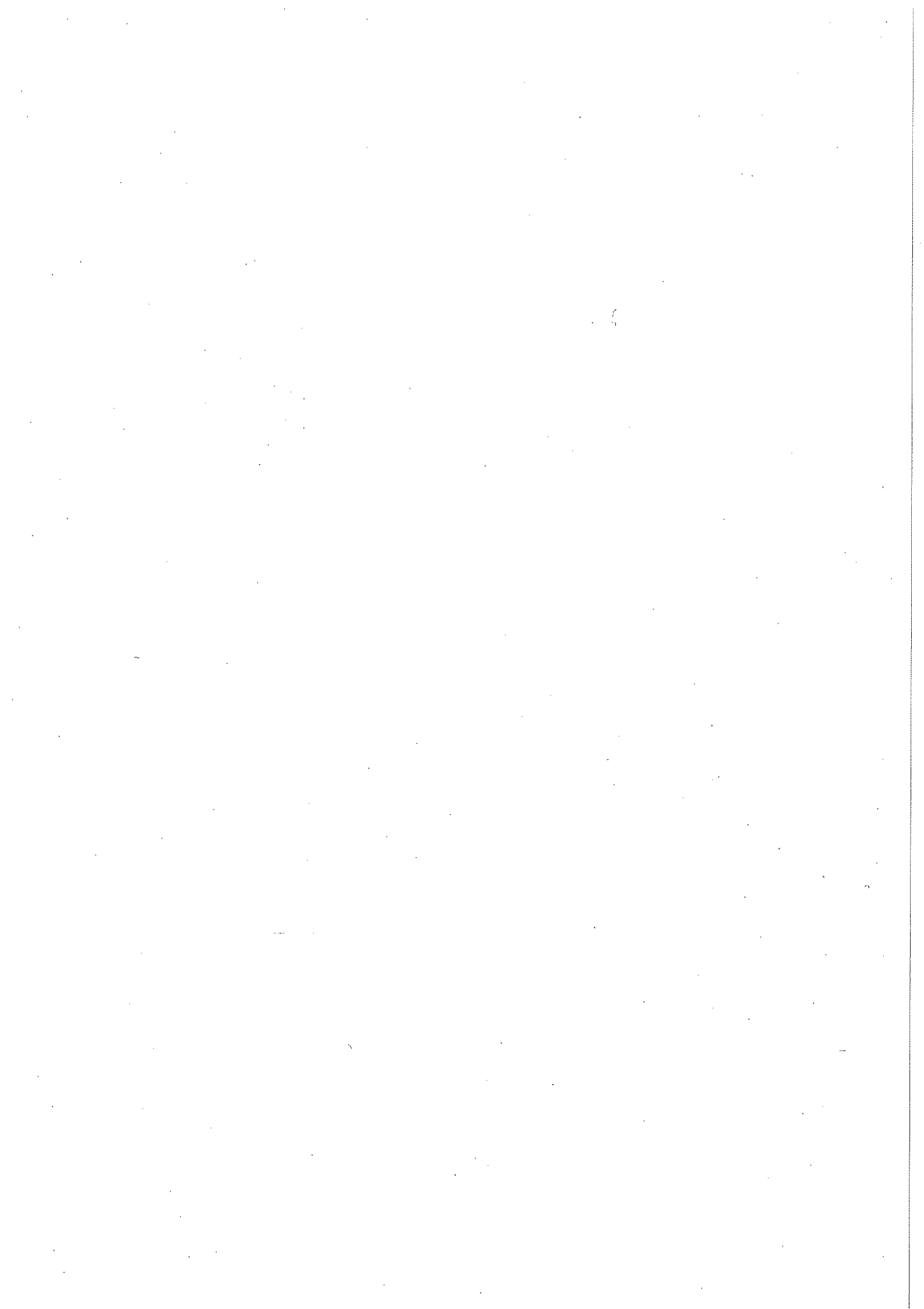
Thank you Ruth.

Kenny will give the appropriate notice. He will close the constituency office formally on 31<sup>st</sup> March. The final payment for 21 February to 31<sup>st</sup> March 2016 (inclusive) will be £398.40 (calculated on a daily basis, both dates inclusive)

Is this sufficient for your purposes?

*Office Manager to Kenny MacAskill MSP  
Edinburgh Eastern constituency  
Tel - 0131 348 5012 or 0131 661 9546*





002/003

22/11 2007 THU 15:27 FAX 01250 875257 MILLER GERRARD



J & E Shepherd - Chartered Surveyors - 5 St John Street - Perth, PH1 5SS Tel 01738 639169 - Fax 01738 637562  
Legal Post No. LP 19 E-Mail perth@shepherd.co.uk

Partners  
John Miller FRICS  
John Gerrard FRICS  
Deputy Directors  
John Miller FRICS  
John Gerrard FRICS  
John Miller FRICS  
John Gerrard FRICS  
John Miller FRICS  
John Gerrard FRICS  
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John Gerrard FRICS  
John Miller FRICS  
John Gerrard FRICS  
John Miller FRICS  
John Gerrard FRICS

21 November 2007

By Post & By Fax - 01250 875257

Messrs Miller Gerrard  
LP-2  
BLAIRGOWRIE

Dear

Scottish National Party  
Perth Constituency Association  
9 York Place, Perth

I refer to your instructions dated 14 November 2007 in connection with the above and write to confirm that I inspected the premises on Tuesday 20 November.

I understand the rent over the entire premises has been agreed at £16,000 per annum.

We are of the opinion that the areas to be occupied and used by Roseanna Cunningham MSP should be apportioned at a rate of £6,500 per annum.

I trust this is sufficient for your current purposes, however, should you wish to discuss in further detail please do not hesitate to contact me.

Kind regards,

Yours sincerely

for J & E Shepherd  
Chartered Surveyors

01738 639169  
01738 637562  
perth@shepherd.co.uk

01738 639169  
01738 637562  
perth@shepherd.co.uk

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01738 637562  
perth@shepherd.co.uk

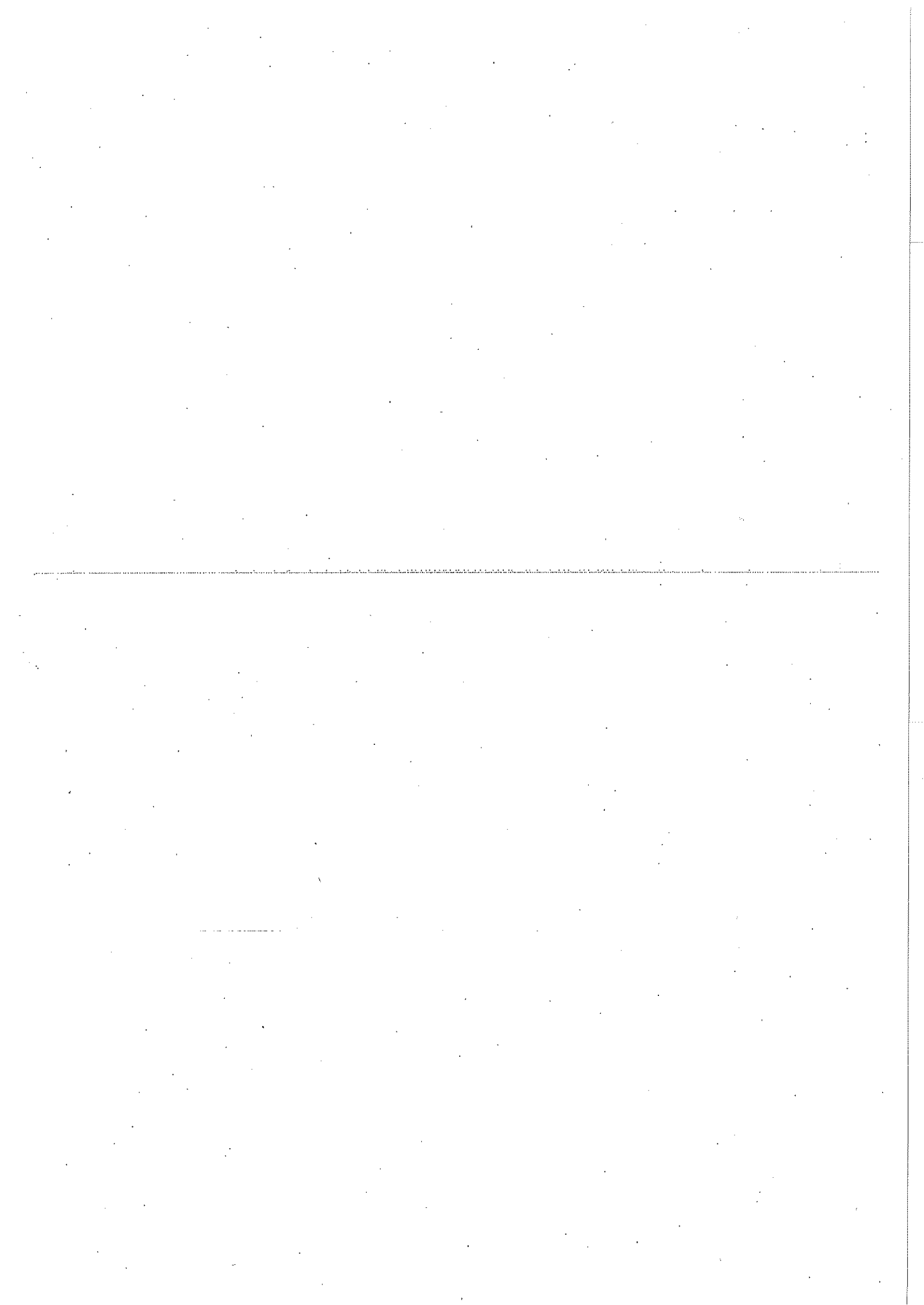


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perth@shepherd.co.uk

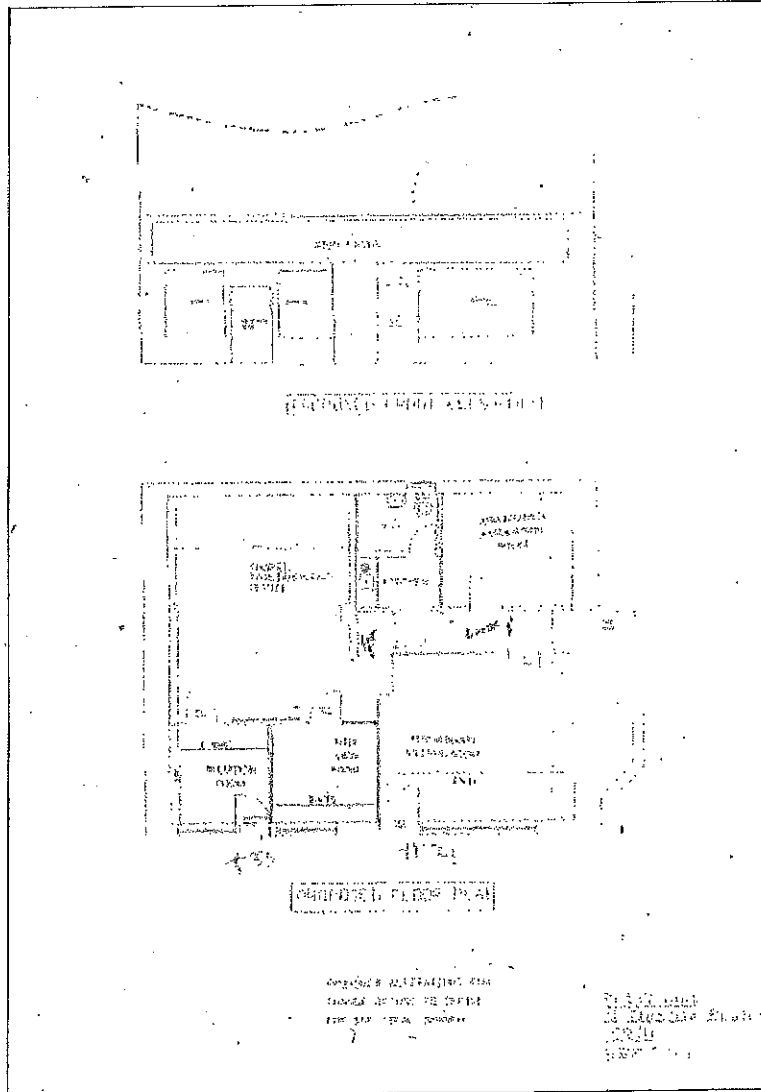
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01738 637562  
perth@shepherd.co.uk



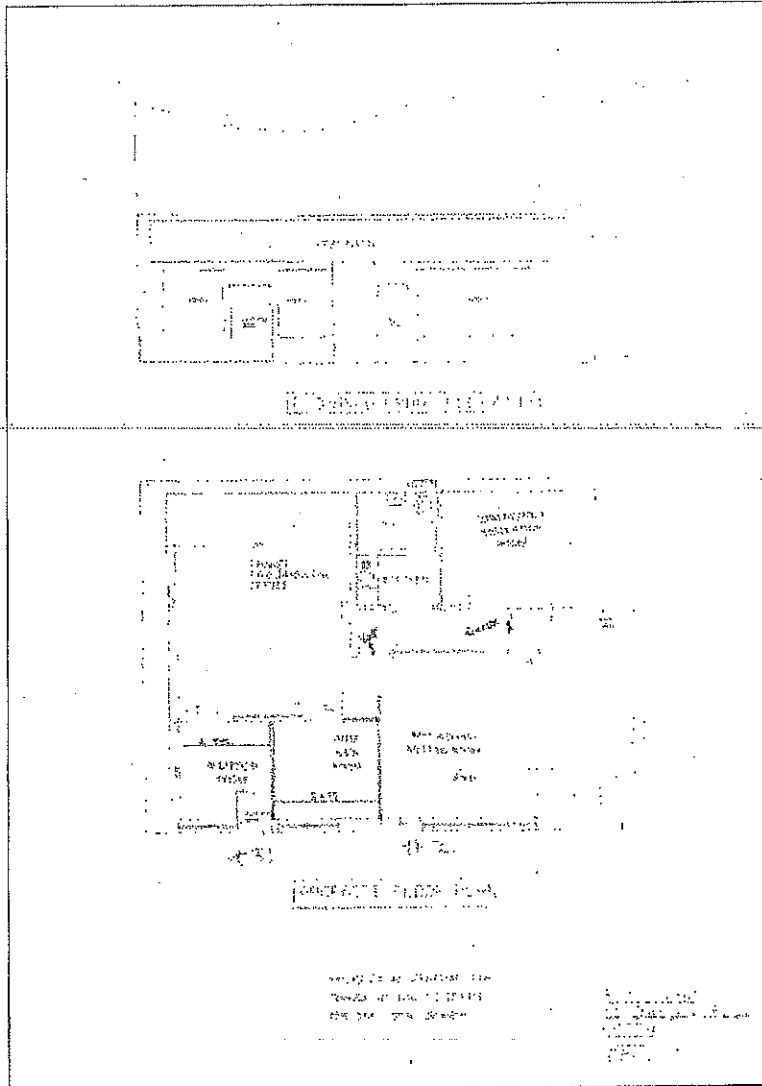
**Appendix 4**

**Office Layout & Use**



**Appendix 4**

**Office Layout & Use**



Office split					
	Area m sq	CA	Pete	Roseanna	
Reception Room	8.20	0.00	4.10	4.10	✓
Const meeting room	8.60	0.00	0.00	8.60	✓
Shared office # 33	34.90	0.00	17.45	17.45	✓
WC	2.56	0.85	0.85	0.85	✓
Kitchen	3.68	1.23	1.23	1.23	✓
CA Room	13.69	13.69	0.00	0.00	
Front right office #31	26.90	2.69	24.21	0.00	
Hallway 'A'	5.80	1.93	1.93	1.93	✓
Hallway 'B'	2.60	0.00	1.30	1.30	✓
Total Area	106.93	20.39	51.07	35.46	✓
%		19.07	47.76	33.16	

check	variance
8.20	0.00
8.60	0.00
34.90	0.00
2.56	0.00
3.68	0.00
13.69	0.00
26.90	0.00
5.80	0.00
2.60	0.00
106.93	0.00
100.00	

Annual rent	% Share	10750.00
Pete	47.76	5134.20
Roseanna	33.16	3564.70
CA	19.07	2050.03

Parliamentary Variance	
	%
Pete	47.76
Roseanna	33.16
Difference	14.60

	£
Pete	#REF!
Roseanna	#REF!
Difference	#REF!

Therefore, for the purposes of our Valuation Report, unless definitive information to the contrary is made available to us, we will normally assume that no contamination exists in relation to the property which would affect value.

If, during the course of our inspection and subsequent enquiries for valuation purposes, or through our knowledge of the locality, we become aware of any matters which may indicate the likelihood of, or potential for, contamination of the subject property, these will be stated in this report.

Should it be established subsequently that contamination exists at the property or on any neighbouring land, or that the premises have been or are being put to a contaminative use, this might reduce the value(s) set out in the report. You should therefore inform us of this immediately and we will reconsider our opinion of value accordingly.

#### **Reinstatement Cost Assessment**

Any reinstatement figure indicated within this report is provided for guidance purposes only, as a formal estimate for insurance purposes can only be given by a Quantity Surveyor or other person with sufficient current experience of replacement costs.

Unless otherwise stated, the calculation is based upon the building in its present form including the cost of demolition, site clearance and professional fees but excluding:

- a) VAT
- b) Loss of rent or turnover
- c) Cost of alternative accommodation for the reinstatement period.
- d) Any other consequential loss.

#### **Taxation**

We have not been advised whether the property is elected for Value Added Tax (VAT). For the avoidance of doubt, all values stated in this report are exclusive of VAT and take no account of any liability for taxation that may arise upon the disposal or acquisition of the property.

#### **Site Boundaries**

Markings highlighted on any appended plans indicate the approximate extent of the site inspected as understood or as indicated to us during our visit to the property. No guarantee can be given as to whether this corresponds to that over which the title is held. It remains the responsibility of your legal advisor to confirm the legal boundaries and title applying to the property.

**Should any of the assumptions or any additional stated assumptions prove to be incorrect (or inappropriate); we reserve the right to revise our opinion(s) of value accordingly.**

an item of process plant and machinery, sewerage plant primarily concerned with treating trade effluents, air conditioning forming part of a computer installation or primarily serving plant.

In the case of trading related valuations, all items of trade equipment and fittings currently present within the property that are necessary for the continued operation of the business are assumed to be owned outright (unless otherwise stated) and included with the sale of the business. No tests have been undertaken to establish the operation of the trade fixtures and fittings which are assumed to be in good working order.

#### **Information Sources**

All information provided to the valuer by the client and/or the client's professional advisors or any other party is assumed to be complete and correct.

#### **Title, Tenure and Tenancies**

It is assumed that there are no encumbrances or unduly onerous restrictions, easements, outgoing conditions that would have an adverse effect upon the value of the property and that a good and marketable title is held.

We do not generally have access to all leases, title deeds, or other legal documents relating to the property.

Any information recorded in this report represents our understanding of the relevant documents provided. We should emphasise that the interpretation of the documents of title (including relevant deeds, leases and planning consents), is the responsibility of your legal advisor.

Unless otherwise stated and in the absence of any information to the contrary, we have assumed that:

- a) There are no tenant's improvements that will materially affect our opinion of the rent that would be obtained at rent review or lease renewal.
- b) The tenants will meet their obligations under their leases and are responsible for insuring the property or reimbursing the cost of insurance to the landlords, payment of business rates, and all repairs, whether directly or by means of a service charge.
- c) There are no user restrictions or other restrictive covenants in leases which would adversely affect value.
- d) Where appropriate, permission to assign the interest being valued would not be withheld by the landlord.
- e) Vacant possession can be secured for all accommodation let on a temporary basis, serviced occupancy etc.

Where we have not conducted credit enquiries on the financial status of any of the tenants, we have, reflected our general understanding of the likely perception of the tenants in the marketplace. Accordingly, purchasers should satisfy themselves of the financial strength of the tenants prior to purchase.

#### **Ground and Environmental Investigations**

We will not carry out or commission a site investigation or geographical or geophysical survey. We will, therefore, not be able to give any opinion or assurance or guarantee that the ground has sufficient load bearing strength to support any of the existing constructions or any other constructions that may be erected in the future. We also cannot give any opinion or assurance or guarantee that there are no underground mineral or other workings beneath the site or in its vicinity nor that there is any fault or disability underground that might affect the property or any construction thereon.

We will not undertake or commission an environmental assessment to establish whether contamination exists or may exist. We will not carry out any detailed investigation into past or present uses, either of the property or of any neighbouring land, to establish whether there is any contamination or potential for contamination of the subject property from these uses or properties.



## **Appendix 3**      **Scope of Work and Valuation Assumptions**

### **Repair and Condition**

This report constitutes a valuation and not a building survey. Comments, if any, on the physical condition of the foundations, walls, floors, ceilings, roof or roof voids, roof coverings, chimneys, gutters, drains, pipes, tanks and services etc., must be read in this context.

If further information is required a separate survey with respect to these items or to other parts of the property related thereto must be specifically instructed in writing.

Woodwork or other parts of the property, which were covered, unexposed or inaccessible, have not been inspected and we are therefore unable to report that such parts of the property are free from rot, beetle or other defects.

In the absence of any information to the contrary, we have assumed that:

- (a) there are no abnormal ground conditions, nor archaeological remains present which might adversely affect the current or future occupation, development or value of the property.
- (b) no currently known deleterious or hazardous materials including but not limited to composite panelling have been used in the construction of, or subsequent alterations or additions to, the Property; and
- (c) the services, and any associated controls or software, are in working order and free from defect.

### **Statutory Enquiries**

We have not secured a written planning history from the local authority nor have we made formal enquiries to other relevant bodies. The information contained within this report therefore represents our findings based on verbal enquiries with the relevant statutory bodies and investigations thought appropriate. Whilst the information provided is taken to be accurate, we have assumed that a full planning history and further formal enquiries will be conducted by your legal advisors. Any discrepancy should be immediately notified to ourselves in order that we may advise whether this may impact our valuation(s) reported.

Unless stated otherwise within this report and in the absence of any information to the contrary, we have assumed that:

- (a) all buildings have been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;
- (b) the property is not adversely affected by town planning or road proposals.
- (c) all alterations, additions or extension to the property have received all necessary Town Planning Consents, Building Authority Approvals (Building Warrants) and Completion Certificates.
- (d) the property complies with all relevant statutory and local authority requirements, including but not limited to Fire Regulations, The Disability Discrimination Act, The Control of Asbestos Act, The Licensing Scotland Act, Health and Safety Regulations, Environmental Health Regulations and similar.

### **Fixtures and Fittings**

Unless otherwise specified the following items are excluded; except in the case of Trading Related valuations where they are specifically included, unless stated to the contrary:

All items of process plant and machinery, tooling and other equipment not primarily serving the building, cranes, hoists, conveyors, elevators, structures which were ancillary to, or form part of

## **Appendix 2**

## **Definitions of Value**

---

### **Market Rent**

The estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

### **Market Value**

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

### **Existing Use Value**

The estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had acted knowledgeably, prudently and without compulsion - assuming that the buyer is granted vacant possession of all parts of the asset required by the business, and disregarding potential alternative uses and any other characteristics of the asset that would cause its Market Value to differ from that needed to replace the remaining service potential at least cost.

### **Worth and Investment Value**

The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

### **Fair Value**

The estimated price for the transfer of an asset or a liability between identified knowledgeable and willing parties that reflect the respective interests of those parties.

**12.1 Market Rent**

We are of the opinion that the current Market Rent for the property or with the benefit of vacant possession and assuming completion of the Landlords refurbishment/fit out as at 23<sup>rd</sup> September 2013, may be stated as being in the sum of **£10,750 per annum (TEN THOUSAND SEVEN HUNDRED AND FIFTY THOUSAND POUNDS PER ANNUM)** exclusive.

**13.0 Special Valuation Assumptions**

None.

**14.0 Limitation and Publication**

This valuation report is prepared solely for the use of Roseanna Cunningham MSP. No responsibility is accepted to any other party for the whole or any part of its contents. It may be disclosed to other professional advisors assisting in respect of the purpose for which the valuation is prepared.

Neither whole nor any part of this valuation report, nor any reference thereto may be included in any published document, without the valuer's written approval over the form and context which it may appear.

We trust that this report will be satisfactory for your present purposes.

Yours faithfully

.....  
Inspected and Prepared By

For and on behalf of J & E Shepherd  
Chartered Surveyors

23<sup>rd</sup> October 2013

**10.3 Listed Building Status, Conservation Areas and Other Relevant Planning Matters**

We understand the subjects are not Listed.

**10.4 Current Planning Use/Consent(s)**

We have assumed the appropriate change of use planning consent will be obtained for the proposed use.

**10.5 Recent or Proposed Alterations**

We have assumed that all Local Authority consents will be obtained for the proposed fit out.

**10.6 Licenses and Other Consents**

N/A

**10.7 Roads**

We have assumed that the access roads have been made up and adopted by the Local Highway Authority.

**10.8 Fire (Scotland) Act 2005**

The Fire (Scotland) Act introduces a fire safety regime for non-domestic properties in Scotland.

It has been assumed appropriate safety measures have been implemented and that a plan exists or will be put into place to periodically review these measures to ensure it complies with legislation.

**10.9 Disability Discrimination Act 1995**

The Disability Discrimination Act requires service providers to address physical features which make it impossible or unreasonably difficult for disabled persons to use their services.

Our Building Surveyors would be pleased to advise further.

**10.10 Rateable Value**

Rateable Value £10,000.

The business rate poundage for the 2013/2014 is 46.2p.

A new owner or tenant of a non-domestic property has a right to appeal against the Rateable Value for a period of up to six months after assuming an interest in a property.

For properties with a Rateable Value of £18,000 or less, rates relief may be available under the Small Business Bonus Scheme.

Our rating consultants would be pleased to advise further.

**11.0**

**Tenure**

Leasehold.

**12.0**

**Valuations**

Our valuation(s) have been prepared in accordance with the Royal Institution of Chartered Surveyors (RICS) Valuation Standards 2012, as amended. Any departures from this will be clearly stipulated within our report. All valuations will be carried out under the definitions of the various valuation bases set out by the RICS, which are appended.

**7.0****Accommodation**

The property provides the following accommodation and approximate floor areas:

Floor	Proposed Accommodation	Gross Floor Area		Net Floor Area	
		sq.m.	sq.ft.	sq.m.	sq.ft.
Ground	Proposed Accommodation – Reception Room, 3 Offices, Antl Room, Kitchen and Toilet with W.C.	122.2	1,315	100.63	1,083
<b>Total</b>		<b>122.2</b>	<b>1,315</b>	<b>100.63</b>	<b>1,083</b>

The above areas, which have been calculated from plans provided have been calculated on a gross and net internal area basis in accordance with the Sixth Edition of the RICS Code of Measuring Practice.

We would require to measure the property on completion of the fit out to confirm the net area.

**8.0****Services**

On completion of the refurbishment we understand the property will connect to mains supplies of water, gas and electricity and drain into the main sewer.

Space heating will be provided by means of a gas fired central heating system.

None of the systems, circuits or services have been checked or tested for the purpose of this report.

**9.0****State of Repair**

We have not been requested to report on the condition of the premises and we would recommend that prior to entering into a lease agreement our Building Surveying Department are instructed to inspect the premises and prepare a Schedule of Condition documenting the condition of the property. In particular the external condition of the property should be documented to limit the tenants repairing liability.

**10.0****Statutory Enquiries****10.1 Structure Plan**

The Perth & Kinross Structure Plan came into effect on 13 June 2003 and is the key strategic land use planning document produced to provide long term land use planning for development and the environment to the year 2020.

It should be noted that TAYplan which is The Strategic Development Planning Authority (SDPA) for Dundee, Perth, Angus and North Fife was designated by Scottish Ministers in June 2008.

The role of the SDPA is to prepare and maintain a Strategic Development Plan for the area covered by the four Councils. This will replace the existing Structure Plans and in addition each Council will prepare a Local Development Plan.

**10.2 Local Plan**

The Local Plan was adopted in 1997 and contains suggested proposals until 2006. The draft of the new Perth Area Local Plan was published in December 2004, however, the decision has been taken not to progress the plans to finalised stage.

**3.0** Type of Property & Classification

Vacant retail premises to be converted to offices

**4.0** Date of Valuation

23<sup>rd</sup> September 2013.

**5.0** Location

**5.1 Regional**

Perth, which has a population of approximately 45,000 persons (Source: Perth & Kinross Council), is the principal town of Perth & Kinross District.

Historically known as the gateway to the Highlands, Perth enjoys close proximity to Scotland's main cities with 90% of the countries population accessible within 90 minutes drive time. Dundee lies approximately 35 km (22 miles) to the east with Edinburgh 69 km (43 miles) to the south and Glasgow 98 km (61 miles) to the southwest.

Perth is located at the base of the River Tay in the heart of Scotland with the A9 and A90/M90 giving easy access to Dundee, Edinburgh, Glasgow and the south beyond.

Perth also enjoys other main transport facilities including main line railway services, bus station and a busy harbour.

The economy of Perthshire is based upon agricultural, food and drink, technologies, crafts and tourism.

**5.2 Local**

The subjects are located in a predominantly residential location with a frontage to the busy Glasgow Road which provides access to and from the City Centre.

Neighbouring occupiers include a hair salon and financial advice centre.

**6.0** Description

The subjects comprise a ground floor property contained within a detached 2 storey building of stone construction with a pitched slate roof over.

The upper floor is occupied by the Perth Islamic Society.

At the date of inspection the premises were vacant and had most recently been occupied as a dry cleaners.

The property is accessed to the front elevation which is protected by steel roller screens.

Internally the accommodation is in very basic condition and we understand it will be refurbished by the Landlord to provide suitable office accommodation.

We are unaware of any private car parking spaces and on street car parking directly outside the property and within the immediate vicinity is prohibited.

## **1.0 Confirmation of Instructions**

### **1.1 Introduction**

We refer to your instructions of 28<sup>th</sup> June 2013 Conditions of Engagement dated 28<sup>th</sup> June 2013 a copy of which is reproduced in Appendix 1.

In accordance with these instructions an inspection of the property was undertaken by [redacted] acting as an external valuer, on 23<sup>rd</sup> September 2013.

We can confirm [redacted] who is an RICS Registered Valuer has the necessary knowledge and expertise to provide the advice required.

This report has been prepared in accordance with the RICS Valuation – Professional Standards 2012 which also complies with International Valuation Standards.

### **1.2 Conflict of Interest**

We are not aware of any conflict of interest that would preclude us from providing the valuation advice requested.

### **1.3 Professional Indemnity**

J & E Shepherd maintain Professional Indemnity Insurance with Axis and others with limit of indemnity of £5,000,000 in respect of each and every claim.

### **1.4 Purpose of Valuation**

Our report has been prepared to provide valuation advice for a proposed lease.

### **1.5 Basis of Value**

Our Valuation has been prepared to determine Market Rent.

### **1.6 Sources of Information**

We have been provided with a copy of the proposed floor plan.

### **1.7 Scope of Work and Valuation Assumptions**

The scope of work and our valuation assumptions adopted for the purpose of this report are set out in Appendix 3.

### **1.8 Special Valuation Assumptions**

None.

### **1.9 Verification**

Before any financial transaction is entered into the validity of the assumptions that we have adopted should be verified.

Any variation should be referred to us immediately, as this could impact the valuation(s) reported.

## **2.0 Interest Valued**

Leasehold

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<b>2.0</b>	<b>Interest Valued</b>
<b>3.0</b>	<b>Type of Property and Classification</b>
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<b>5.0</b>	<b>Location</b>
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<b>Appendix 1</b>	<b>Acknowledgement and Conditions of Engagement</b>
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<b>Appendix 4</b>	<b>Office Layout &amp; Use</b>



**Report Summary**

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<b>Property</b>	63 Glasgow Road, Perth, PH2 1PE.
<b>Interest Valued</b>	Leasehold.
<b>Type of Property &amp; Classification</b>	Vacant retail premises to be converted to offices.
<b>Purpose of Valuation</b>	Proposed lease.
<b>Date of Inspection</b>	23 <sup>rd</sup> September 2013.
<b>Date of Valuation</b>	23 <sup>rd</sup> September 2013.
<b>Basis of Value</b>	Market Rent.
<b>Location</b>	Predominantly residential location on busy Glasgow Road.
<b>Description</b>	Ground floor retail premises within detached 2 storey building.
<b>Tenure</b>	Leasehold.
<b>Tenancies</b>	To be confirmed.
<b>Market Rent</b>	£10,750 per annum.
<b>Special Valuation Assumptions</b>	None.

*This summary is intended for quick reference purposes only and must be considered within the context of this entire report.*

J & E Shepherd, Chartered Surveyors, 2 Whitefriars Crescent, Perth, PH2 0PA  
Tel: 01738 638188 Fax: 01738 637542 • LP - 19 • Email: perth@shepherd.co.uk

[www.shepherd.co.uk](http://www.shepherd.co.uk)

## VALUATION REPORT



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**Address:**

63 Glasgow Road, Perth, PH2 1PE

---

**Instructed by:**

Roseanna Cunningham MSP, 9 York Place, Perth, PH2 8EP

---

**Client:**

Roseanna Cunningham MSP

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**Date of Valuation:**

23<sup>rd</sup> September 2013


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Please consider the environment before printing this email.

If you'd like to receive a quarterly newsletter from Roseanna, please use this QR code.

<image001.gif>

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**From:** Giulianotti J (Jackie)  
**Sent:** 31 October 2013 16:23  
**To:**   
**Cc:** Cunningham R (Roseanna), MSP  
**Subject:** RE: Valuation Report, with Floor Percentages

Many thanks. I can confirm that the report dated 23<sup>rd</sup> September provides all the information in relation to the valuation of rent we require. I would be grateful if you could clarify the difference between the rent valuation detailed in the most recent report compared with the valuation contained in Appendix 1.

I can confirm that Roseanna would only be liable for 33.16% of any shared bills. The expectation would be that she would have her own telephone line.

Jackie

---

**From:**   
**Sent:** Monday, October 28, 2013 3:13 PM  
**To:** Giulianotti J (Jackie); Aitken R (Ruth)  
**Cc:** Cunningham R (Roseanna), MSP  
**Subject:** Valuation Report, with Floor Percentages

Dear Jackie / Ruth

Please find attached the details from the chartered surveyor for the revised floor plan at 61 – 63 Glasgow Road, Perth, for your approval.

Can you confirm that this would mean that Roseanna would only be liable to claim 33.16% of the shared bills please.

Best wishes

Office of Roseanna Cunningham MSP  
Member of the Scottish Parliament for Perthshire South and Kinross-shire

9 York Place, Perth, PH2 8EP  
Tel: 01738 639598  
Fax: 01738 587637

Please consider the environment before printing this email.

If you'd like to receive a quarterly newsletter from Roseanna, please use this QR code.

<image001.gif>

New Office

**Aitken R (Ruth)**

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**From:** )  
**Sent:** 01 November 2013 09:21  
**To:** Giulianotti J (Jackie)  
**Cc:** Cunningham R (Roseanna), MSP; Aitken R (Ruth)  
**Subject:** Re: Valuation Report, with Floor Percentages

Yes that's correct.

Office of Roseanna Cunningham MSP  
Member of the Scottish Parliament for Perthshire South and Kinross-shire  
  
9 York Place, Perth, PH2 8EP  
Tel: 01738 639598

On 1 Nov 2013, at 09:19, "Giulianotti J (Jackie)" <[Jackie.Giulianotti@scottish.parliament.uk](mailto:Jackie.Giulianotti@scottish.parliament.uk)> wrote:

Many thanks. Can I just confirm that the appendix 1 figure was what the landlord was asking for in terms of rent but the independent rent evaluation reported that the market rent was £10,750 and as such that was all you were prepared to pay.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

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**From:** )  
**Sent:** Thursday, October 31, 2013 4:41 PM  
**To:** Giulianotti J (Jackie)  
**Subject:** RE: Valuation Report, with Floor Percentages

Hi Jackie, I understand that the figure in appendix 1 was the original figure that the landlords wanted for the property. Once the market value report was done back in June, we informed them that was all that we could afford and they have adjusted the rent accordingly.

I've already instructed BT and we're having a separate line installed.

Office of Roseanna Cunningham MSP  
Member of the Scottish Parliament for Perthshire South and Kinross-shire  
  
9 York Place, Perth, PH2 8EP  
Tel: 01738 639598  
Fax: 01738 587637

uk

259 Union Street, Aberdeen, AB11 6BR  
DX AB84 ABERDEEN  
LP-22 ABERDEEN 1  
Tel: 01224 594172 Fax: 01224 574615



www.dmhall.co.uk

22 July 2014

For the attention of:  
Gordon Conservative & Unionist Association  
7 Northern Road  
Kintore  
AB51 0YL



Our Ref.:

Dear Sirs,

**PROPERTY: OFFICE, 7 NORTHERN ROAD, KINTORE, AB51 0YL**  
**CLIENT: GORDON CONSERVATIVE & UNIONIST ASSOCIATION**

We write with reference to the above and in particular to your instructions dated 9 July 2014 requesting our opinion of the current Market Rent of the property, for regulatory purposes.

Our valuation has been prepared in accordance with the current edition of the RICS Valuation - Professional Standards (Red Book), and our Conditions of Engagement for the Valuation and Appraisal of Commercial Land and Buildings, a copy of which is appended to this report.

We can confirm that we have sufficient current local knowledge of the particular property market involved and have the skills and understanding to undertake this valuation competently.

An inspection of the property was undertaken by \_\_\_\_\_ a Registered Valuer, on 9 July 2014.

We can also confirm that, after undertaking relevant enquiries, DM Hall LLP have no conflict of interest in accepting these instructions and further, that we currently carry appropriate Professional Indemnity Insurance cover in relation to this instruction.

This short report confirms our opinion of value in a summary format only.

#### Property

Office, 7 Northern Road, Kintore, AB51 0YL

#### Tenure

Heritable



DM Hall LLP, a Limited Liability Partnership registered in Scotland with Registration number SO301144  
Registered office: 17 Corstorphine Road, Edinburgh, EH12 6DD

A full list of members can be obtained from the Head Office, 17 Corstorphine Road, Edinburgh, EH12 6DD: Tel: 0131 477 6006 Fax: 0131 626 6304

Aberdeen, Ayr, Cumbernauld, Dunfermline, Dundee, Dumfries, Edinburgh, Elgin, Falkirk, Galashiels, Glasgow (North and South), Hamilton, Inverness, Inverurie, Irvine, Kirkcaldy, Livingston, Musselburgh, Oban, Paisley, Perth, Peterhead, Stirling, Wick.

**Valuation Date**

9 July 2014.

**Location & Description**



The property is located within the Aberdeenshire town of Kintore which lies adjacent to the A96 Aberdeen to Inverness road approximately 13 miles north west of Aberdeen and around 4 miles south of Inverurie. The population of 4,200 has doubled over the last 10 years boosted by significant residential and commercial developments.

The property is located on the east side of Northern Road, with surrounding properties used for a mixture of commercial and residential purposes.

The subjects comprise a small ground and attic floor office with car parking contained within a traditional single storey and attic end terraced building.

The main walls are of pointed stone construction having a pitched timber framed slate clad roof. There is a slate dormer window to the front elevation and a slate and flat mansard style dormer to the rear elevation.

Internally, the office is finished to a reasonable standard including plasterboard lined walls and ceilings, uPVC double glazed windows and electric panel heating. Kitchen and toilet facilities are provided on the ground floor and we were advised on site that the kitchen and toilet facilities are shared between the ground and attic floor users.

To the side and rear of the office, there is surfaced car parking for around 4 cars, or 8 cars parked on a tandem basis.

**Accommodation**

The subjects provide the following accommodation and floor areas:

Ground Floor

Office, kitchen, toilet, under stair cupboard 16.20 sq m (174 sq ft)

Attic Floor

Meeting room 14.18 sq m (153 sq ft)

**Total Area 27.02 sq m (327 sq ft)**

The foregoing areas have been calculated on a net internal area basis in accordance with the current edition of The RICS Code of Measuring Practice.

### **Statutory Obligations**

In terms of Aberdeenshire Local Development Plan 2012, the subjects are located within Kintore town centre.

The property has been in its present use for some time and accordingly, it is considered unlikely that there will be any planning sensitivities of an adverse nature affecting the property.

We cannot confirm whether or not the subjects comply with current planning and building regulations, however we were informed by the occupier that the property has not been altered or extended within the recent past.

Our valuation assumes that there are no issues of this nature outstanding but the position should be checked.

We have made the reasonable assumption that the roads and footpaths fronting the subjects have been adopted and are maintained by the Local Authority.

Reference to the Assessor's website shows that the subjects are entered in the valuation roll at a Rateable Value of £2,500.

### **Services**

We were informed on site that the property benefits from mains supplies of electricity and water, with drainage being to the main public sewer.

Heating is provided throughout by means of electric panel heaters.

None of the systems, circuits or services have been checked or tested for the purposes of this report.

### **Condition**

It was not our remit to provide a report on the structure and fabric of the property and accordingly, our inspection has been restricted to that end.

At the time of our inspection the subjects were found to be in a condition consistent with age and type.

### **Valuation Approach & Market Commentary**

Our opinion of value has been prepared adopting the comparative method, having regard to achieved sales and lettings of similar properties within the locality.

Whilst the industrial market in Kintore has been relatively active in recent years, with significant new developments to the north of the town, the office market has been relatively quiet, particularly within the centre of the town.

The quality of the accommodation provided is reasonable and ideally suited to the current use of the property. However, the accommodation provided is relatively small which will narrow the market for the office to an extent.

The location of the office would be regarded as secondary, within a quiet town centre and whilst the location is suited to the current users of the property, we would not expect the location to be suitable for the majority of small office occupiers in the market.

Having regard to the above factors, we would anticipate limited tenant demand for the office with prospective occupiers likely to be private individuals and small locally based businesses.

Considering the location of the property, the subjects may have potential for conversion to residential use, subject to planning.

**Opinion of Value**

Market Rent

We are of the opinion that the Market Rent of the office, on the basis of a five year full repairing and insuring lease, assuming such a lease would not contain any unduly onerous terms or conditions upon either party and that the rent includes electricity, water, telephone and insurance costs, at the valuation date is:

**FIVE THOUSAND SEVEN HUNDRED POUNDS PER ANNUM (£5,700 pa)**

We would apportion our opinion of market rent as follows:

Ground floor with the share of the kitchen and toilet:	£2,800 per annum	49%
Attic floor with a share of the kitchen and toilet	£2,900 per annum	51%

We trust that this report is sufficient for your current purposes, although in the event that you require any further information or assistance please do not hesitate to contact us.

**This short report is not intended to constitute a valuation report for secured lending purposes. The information contained herein should be considered within the limited context within which it appears and should not be relied upon in isolation. Any commitment to purchase or other financial commitment should only be considered following the preparation of our standard report and valuation which we would be happy to provide following receipt of your additional instructions.**

Yours faithfully

Registered Valuer  
Associate  
For DM Hall LLP





259 Union Street, ABERDEEN, AB11 6BR  
DX AB84 ABERDEEN  
LP-22 ABERDEEN 1  
Tel: 01224 594172 Fax: 01224 574615

10/07/2014

Chairman  
Gordon Conservative & Unionist Association  
7 Northern Road  
Kintore  
AB51 0YL



Our Ref.: [REDACTED]

Dear [REDACTED]

**COMMERCIAL VALUATION - CONFIRMATION OF INSTRUCTIONS**  
7 Northern Road, Kintore, AB51 0YL (PROPERTY)

Thank you for your instructions of 10/07/2014 with regard to the above property.

In accordance with the requirements of the latest edition of the RICS Valuation - Professional Standards (Red Book), we herewith confirm your Instructions to carry out an inspection of the property in order to provide our opinion of value for Market Rental

Our valuation will be prepared over the heritable or leasehold interest in the property, as indicated, by a Registered Valuer, acting as an External Valuer as defined by the latest edition of the RICS Valuation - Professional Standards (Red Book).

The Valuation Date will be the date of our inspection of the property unless otherwise agreed.

The valuation will be prepared to determine;  
- Market Rent

We can confirm that this firm has had no material previous involvement with the property that would give rise to a potential conflict of interest

We enclose herewith our Conditions of Engagement. This contains information describing the service being provided and the limitations of liability. We confirm that our fee in respect of providing this service will be £500.00, exclusive of VAT and outlays. Our fee invoice is attached and in accordance with the firm's policy, this will require to be paid prior to the release of our report.

Our inspection will be carried out as soon as practicable, within the next few days. If there are any access difficulties, we will advise you accordingly.

Should you have any queries regarding this instruction, please do not hesitate to contact us.

Yours faithfully

For DM Hall LLP



DM Hall LLP, a Limited Liability Partnership registered in Scotland with Registration number SO301144  
Registered office: 17 Corstorphine Road, Edinburgh, EH12 6DD

A full list of members can be obtained from the Head Office, 17 Corstorphine Road, Edinburgh, EH12 6DD : Tel: 0131 477 6006 Fax: 0131 625 6304

Aberdeen, Ayr, Cumbernauld, Dumfries, Dundee, Dunfermline, East Kilbride, Edinburgh, Elgin, Falkirk, Galashiels, Glasgow, (North and South) Hamilton, Inverness, Inverurie, Irvine, Kirkcaldy, Livingston, Musselburgh, Oban, Paisley, Perth, Peterhead, Stirling, Wick.

**THE VALUATION AND APPRAISAL OF COMMERCIAL LAND AND BUILDINGS**

**CONDITIONS OF ENGAGEMENT**

**Introduction**

Unless specified to the contrary in the body of the Report, our valuations are carried out in accordance with the following terms and conditions.

**1. The Service**

**1.1** Unless otherwise stated, the Valuer is an External Valuer as defined in the latest edition of the RICS Valuation – Professional Standards (Red Book).

The Valuer provides directly to the Client a Report based on an inspection as described below, and either:-

- (a) in respect of the particular type of property, has sufficient current local, national and international (as appropriate) knowledge of the particular market and the skills and understanding necessary to undertake the valuation competently; or
- (b) where he satisfies (a) above, except that he has insufficient current knowledge, he will be or has been assisted by a person(s) who has (have) such knowledge and the skills and understanding necessary to provide the assistance required;

Unless previously agreed in writing and set out in the Confirmation of Instructions, the Report will cover the following points:

- 1.1.1** A description of the property, its location and its readily apparent state of repair;
- 1.1.2** The Valuer's opinion(s) of value of the Property on the basis stated in the Confirmation of Instructions. These may include Market Value, Market Rent, Building Reinstatement Cost Assessment and/or such other basis as may have been agreed in writing;
- 1.1.3** Where the valuation(s) has (have) been affected by the existence of an unimplemented planning consent for change of use or other development, the Valuer will so report and advise as to the amount(s) of the increase reported in consequence.
- 1.1.4** In the case of Property to be held as an investment:
  - (a) An opinion of Market Rent at the reporting date, representing the rental income that the owner will be entitled to from the Property if it becomes or remains fully occupied;
  - (b) An opinion on the effects on value of the quality and terms of the lease(s) and relevant implications upon the valuation; and
  - (c) the Valuer's view of the market's opinion of tenant covenants for the class of the subject Property in the subject locality.
- 1.1.5** Advice, if the Valuer considers it relevant, on whether there is significant prospect of or potential for change of use or other development of the Property, or those in the vicinity, which would materially affect the value of the Property.
- 1.1.6** Advice, if the Valuer considers it relevant, on any other factors that may materially affect the status or value of the Property as security.
- 1.1.7** Comment upon the proposed purchase price if this has been notified in writing to the Valuer.
- 1.1.8** A statement of any special assumptions which the Valuer has made.
- 1.1.9** If appropriate, the Valuer's opinion of the suitability of the Property as a lending security having regard to the criteria typically applied by mainstream lenders.
- 1.1.10** If appropriate, the Valuer's opinion (without liability on the part of the Valuer) of current market conditions and/or trends in respect of this type of property in the area.
- 1.1.11** A statement as to the valuation method adopted, and an indication as to the extent to which the Valuer has been able to have regard to comparable market transactions:
  - (a) in the case of Property valued for the existing use as an operational entity having regard to trading potential, the opinion which the Valuer has formed as to the future trading potential, including the gross income and profitability likely to be achieved; and
  - (b) in the case of Property valued on a residual basis, the significant material figures and assumptions made and the consequences of changes thereto.

- 1.1.12 Where specifically agreed in writing at the time of Instruction, an indicative Building Reinstatement Cost Assessment, this is given solely as a guide. A formal Buildings Reinstatement Cost Assessment for insurance purposes can only be given by a quantity surveyor, building surveyor or similarly qualified professional. The Client is advised to obtain a formal Buildings Reinstatement Cost Assessment for insurance purposes.
- 1.1.13 Any other aspects, other than the usual legal investigations, which the Valuer considers require further consideration or investigations.
- 1.2 Following provision of the Report, the Valuer will be prepared to discuss its contents.
- 1.3 The Valuer shall, unless otherwise expressly agreed, rely upon information provided by the Client and/or the Client's legal or other professional advisers relating to the Property, tenure, leases and all other relevant matters.
- 1.4 Subject to Paragraph 2.1 below, the Valuer shall carry out such inspections and investigations as are, in the Valuer's professional judgement, appropriate and possible in the particular circumstances.
- 1.5 If the Valuer's inspection suggests that there may be material hidden defects to the Property the Valuer will so advise and may defer submitting a final Report until the results of further investigations are available.
- 1.6 The Report will not seek to identify the existence of contamination. If, however, the Valuer in the course of the inspection or investigations learns that there may be contamination, the Valuer will report this to the Client.
- 1.7 In preparing the Report, unless otherwise stated by the Valuer, the following assumptions will be made that the Valuer shall be under no duty to verify:
- (a) that no deleterious or hazardous materials or techniques were used in the construction of the Property or have since been incorporated;
  - (b) that good title can be shown and that the Property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings;
  - (c) that the Property and its value are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries, or by any statutory notice, and that neither the Property, its condition, its use, nor its intended use, is or will be unlawful;
  - (d) that all required valid planning permissions and statutory approvals for the buildings and for their use, including any recent or significant extensions or alterations, have been obtained and complied with and that works not requiring consents meet the standards required by the building regulations or are exempt;
  - (e) that inspection of those parts of the Property that have not been inspected would neither reveal material defects nor cause the Valuer to alter the valuation(s) materially;
  - (f) unless otherwise stated, that no contaminative or potentially contaminative uses have ever been carried out on the Property and that there is no potential for contamination of the Property from past or present uses of the Property or from any neighbouring property;
  - (g) that no notices have been issued by the Statutory Authorities or by the Fire Master and that no significant capital expenditure is required to comply with the provisions of inter alia the Offices, Shops and Railway Premises Act, Health and Safety at Work etc Act, Fire Precautions Act, Disability Discrimination Act, Equality Act and the Factories Acts; and
  - (h) that the flank walls of the Property are party walls and that the liability for mutual repairs, including the roof, its parts and perlinents, is on an equitable basis between the proprietors of the various floors.
- 1.8 Unless otherwise specifically stated the Report does not take VAT into account. The client is advised to obtain specialist advice in this regard. Similarly, unless specifically stated, the Report makes no allowance for the costs of acquisition or disposal or for any tax which might arise.
- 1.9 In providing the Services the Valuer will have regard to relevant contents of the latest edition of the RICS Valuation – Professional Standards (Red Book) as published by The Royal Institution of Chartered Surveyors.
- 1.10 The Report will be provided for the stated purpose and for the sole use of the named Client. DM Hall accepts responsibility to the Client alone that the Report will be prepared with the skill, care and diligence reasonably to be expected of a competent Valuer, and accept no responsibility whatsoever to any parties other than the Client. Any such parties rely upon the Report at their own risk. Neither the whole nor any part of the Report, nor any reference to it, may be included in any published document, circular or statement, or published in any way, without DM Hall's prior written approval of the form and context in which it may appear. In the event that the Report is presented to your Lender, we cannot guarantee that it will be acceptable to them. The Client is advised that if a Lender seeks to rely on this Report they do so at their own risk.
- 1.11 DM Hall has a Complaints Procedure in accordance with The Royal Institution of Chartered Surveyors Rules of Conduct. A copy of this procedure is available on request.
- 1.12 Compliance with the RICS Valuation – Professional Standards (Red Book) may be subject to monitoring under the Institution's conduct and disciplinary regulations and the Valuer Registration Scheme.

**2 The Inspection**

- 2.1 The Valuer will undertake a visual inspection of so much of the exterior and interior of the Property as is accessible with safety and without undue difficulty, as can be seen whilst standing at ground level within the boundaries of the Property and adjacent public/communal areas and whilst standing at the various floor levels, which the Valuer considers reasonably necessary to provide the Services, having regard to its purpose. The Valuer is under no duty to carry out a building survey or to inspect those parts of the Property which are covered, unexposed or inaccessible, or to raise boards, move anything, use a moisture detecting meter, or to arrange for the testing of electrical heating or other services. Roof voids and attics are not inspected. In some instances or types of property only selected or representative parts of the Property may be inspected.
- 2.2 The purpose of the inspection is to provide an opinion of value. Comments may be made on the readily apparent state of repair of the Property. The inspection is not a building or structural survey and the Report will not detail defects that do not materially affect value. Where defects are mentioned in the Report, they should be regarded as indicative and not exhaustive.
- 2.3 The Valuer will not carry out an asbestos inspection and will not be acting as an inspector in completing a valuation inspection of properties that may fall within the Control of Asbestos Regulations 2012. No enquiry of the duty holder, as defined in the Control of Asbestos Regulations 2012, of the existence of an asbestos register, or of any plan for the management of asbestos will be made. The Client's legal adviser/conveyancer should confirm the duty holder under these regulations, the availability of an Asbestos Register and the existence and management of any asbestos containing materials. For the purposes of this valuation, it is assumed that there is a duty holder, as defined in the Control of Asbestos Regulations 2012, and that a Register of Asbestos and effective Management Plan is in place which does not require any immediate expenditure or pose a significant risk to health or breach the HSE Regulations.
- 2.4 The Valuer will not carry out an inspection for Japanese Knotweed or other infestations by invasive species. Unless otherwise stated it is assumed that there is no Japanese Knotweed or other infestations by invasive species within the boundaries of the Property or in neighboring properties. The identification of infestations of this type should be made by a specialist contractor. It must be removed by specialist contractors and removal may be expensive. Where the Valuer does report the presence of Japanese Knotweed or invasive species, further investigations may be recommended.

**3 The Report**

- 3.1 If it is not reasonably possible to carry out a substantial part of the inspection this will be stated in the Report.
- 3.2 Where the Valuer relies on information provided, this will be indicated in the Report, together with the source of the information.
- 3.3 The Report will state the existence of any apparent, recent significant alterations and extensions so as to alert the Client's legal advisers.

**4 Valuation**

- 4.1 The valuations provided will be on the assumptions set out in section 1.7 in respect of individual subject properties (unless otherwise agreed) as inspected. The valuations will be provided on the bases of value stated in the Confirmation of Instructions and as defined in the latest edition of the RICS Valuation – Professional Standards (Red Book) as published by The Royal Institution of Chartered Surveyors. Any special assumptions or reference to a particular buyer will be clearly stated.
- 4.2 The valuations will exclude any additional value attributable to personal goodwill, or the value of any fixtures and fittings which are only of value *in situ* to the present or proposed occupier, except in the case of a Property which is fully equipped and valued as an operational entity, where only personal goodwill is excluded.
- 4.3 Unless otherwise stated, in the valuation of portfolios, each Property is valued separately and not as part of the portfolio. Accordingly, no allowance, either positive or negative, is made in the aggregate value reported to reflect the possibility of the whole or part of the portfolio being put on the market at any one time.

**5 Instructions and Charges**

- 5.1 All instructions from the Client will be made directly by the Client and confirmed in writing.
- 5.2 The Client will pay to DM Hall the fee initially agreed between them, subject to any amendment thereto to be agreed if the Valuer's instructions are subsequently modified. In addition, the Client will reimburse DM Hall the cost of all reasonable out-of-pocket expenses which may be incurred and pay the amount of any Value Added Tax on the fee and expenses.
- 5.3 Unless otherwise agreed in writing, and subject to condition 5.4 below, the maximum liability of DM Hall and the Valuer (in contract, delict, negligence or otherwise) howsoever arising, in relation to the Property, shall be 20% of the value of the Property on the basis identified in the Confirmation of Instructions or, if no basis is expressed, Market Value as defined by the RICS, on the date of the instruction.

- 5.4 The maximum aggregate liability in contract, delict, negligence or otherwise, howsoever arising, of DM Hall and the Valuer in respect of any one claim or series of claims arising from, or in relation to, this Report shall not in any circumstances exceed £10,000,000 or the limit of liability stated in the professional indemnity insurance policy of DM Hall, whichever is the lower. A copy of the policy certificate is available on request.  
This maximum aggregate liability is irrespective of how many separate and individual claims may be presented or their total and the Client expressly in advance frees, relieves and holds harmless DM Hall and its members as members and as Individuals, past and present, from any such claims past, present and future in excess of the limitation of liability set out in this clause.
6. Definitions
- 6.1 The "Valuer" is the author of the Report on the Property.
- 6.2 The "Report" is the report of the kind described in section 1 of these Conditions of Engagement.
- 6.3 The "Property" is the property which forms the subject of the Report.
- 6.4 "DM Hall" is DM Hall LLP, a limited liability partnership registered in Scotland with registration number SO301144 and having its registered office at 17 Corstorphine Road, Edinburgh EH12 6DD.
- 6.5 The "Client" is the person, firm or company to whom DM Hall is to provide the Report in accordance with the Confirmation of Instructions and these Conditions of Engagement.
- 6.6 The "Confirmation of Instructions" is the letter issued by DM Hall confirming receipt of instructions to prepare a valuation, setting out the Services and setting out the fee for the Report.
- 6.7 "Market Value" means the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.
- 6.8 "Market Rent" means the estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.
- 6.9 "Building Reinstatement Cost Assessment" means an estimate for insurance purposes of the current cost of:
- (a) rebuilding the Property in its present form (unless otherwise stated); or
  - (b) the Property being constructed as currently proposed;
- each including the costs of site clearance and professional fees but excluding:
- (i) VAT (except on fees);
  - (ii) loss of rent; and
  - (iii) the cost of alternative accommodation for the reinstatement period.
- 6.10 The "Services" means the specific services to be provided by DM Hall to the Client pursuant to the Confirmation of Instructions and section 1 of these Conditions of Engagement.
- 6.11 The "Lender" means a party who has provided or intends or proposes to provide financial assistance to the Client towards the purchase or remortgage of the Property and in whose favour a standard security will be granted over the Property.



259 Union Street, ABERDEEN, AB11 6BR  
DX AB84 ABERDEEN  
LP-22 ABERDEEN 1  
Tel: 01224 594172 Fax: 01224 574615



web site: [www.dmhall.co.uk](http://www.dmhall.co.uk)

20 February 2008

For the attention of:  
Robertson & Associates  
8 Rubislaw Terrace  
Aberdeen  
AB10 1XE



Our Ref.:

Dear Sirs

### VALUATION CERTIFICATE

In accordance with your instructions, we have attended at the undernoted subjects in order to advise as to our opinion of values on the required basis. We have provided the various valuations required, these having been determined in accordance with the Conditions of Engagement for the valuation and Appraisal of Commercial Land and Buildings, a copy of which is appended hereto.

I: ..... b inspected the subjects on 14 February 2008.

We would confirm that we do not have a conflict of interest in accepting these instructions and that we currently carry appropriate Professional Indemnity Insurance cover.

Having carried out our inspection and completed relevant enquiries, we would now report on our opinions and findings as follows:-

#### PROPERTY

Office  
7 Northern Road  
Kintore  
AB51 0YL

#### CLIENT

Robertson & Associates

#### INTEREST

Heritable



Resident Partners: AH.Esson MRICS, AC.Anderson FRICS, SH.Peddie MRICS,  
Associates: LF.Nail MRICS, IM Gove BLE (Hons) MRICS MCI Arb

Senior Partner: KD.Jones BSc FRICS Managing Partner: WJ Knight FRICS

DM Hall LLP, a Limited Liability Partnership registered in Scotland with Registration number SO301144  
Registered office: 17 Corstorphine Road, Edinburgh, EH12 6DD

A full list of members can be obtained from the Head Office, 17 Corstorphine Road, Edinburgh, EH12 6DD : Tel: 0131 477 6006 Fax: 0131 625 6304

Aberdeen, Ayr, Cambuslang, Dumfries, Dundee, Dunfermline, East Kilbride, Edinburgh, Elgin, Falkirk, Galashiels, Glasgow (North and South) Hamilton, Inverness, Inverurie, Irvine, Kilmarnock, Kirkcaldy, Livingston, Musselburgh, Oban, Paisley, Perth, Peterhead, Stirling, Stranraer, Wick.

**DATE OF VALUATION**

20 February 2008

**1. EXECUTIVE SUMMARY**

- The subjects comprise a small ground and attic floor office with car parking and garden ground.
- The subjects are located centrally with Kintore village centre.
- We would expect reasonable Tenant demand for the subjects under consideration.
- Prospective Tenants are likely to be private individuals and locally based companies.
- The subjects have potential for conversion to residential use.
- Our valuation has been prepared adopting the comparative principle.
- Our valuation has been prepared for leasing purposes.
- We have been asked to provide a rental value to cover all rental, rates, utility and running costs.
- Our under noted valuation opinions presuppose the following:-
  - i. Confirmation of clear Title is available.
  - ii. Confirmation that there are no outstanding statutory issues to be attended to.

**2. LOCATION**

The subjects are located centrally within the Aberdeenshire Town of Kintore, lying approximately 12 miles north west of Aberdeen. Locally, there are reasonable educational and shopping facilities and in recent years, Kintore has expanded rapidly with the number of housing developments.

The property is located in a predominately residential part of Northern Road with neighbouring properties primarily of a residential character.

The exact location is shown on the appended plan.

**3. DESCRIPTION**

The subjects comprise a small ground and attic floor office contained within a traditional end terraced building. The main walls are of stone construction, pointed externally, having a pitched timber framed slate clad roof over. There is a slate dormer window to the front elevation and a slate and flat mansard style dormer to the rear elevation.

Internally, the ground floor has a carpeted concrete floor and part plasterboard/lath and plaster and plaster on hard walls with a paint finish and a plasterboard/lath and plaster painted ceiling.



Natural lighting is provided by timber casement double glazed windows and there is a toilet to the rear comprising a WC and wash hand basin. There is also a kitchen area to the rear having a stainless steel sink.

The attic floor has a carpeted timber floor a lath and plaster/plasterboard lined walls and ceiling with a paint finish. Natural lighting is provided by timber casement double glazed windows and a double glazed velux window to the rear. Access to the attic floor is via a concrete carpeted stair.

#### 4. ACCOMMODATION

We would summarise the accommodation for valuation purposes as undernoted:-

Ground Floor: Office, Kitchen, Toilet, Under Stair Cupboard,

Net Internal Area: 16.20 sq m (174 sq ft)

Attic Floor: Office.

Net Internal Area: 14.18 sq m (153 sq ft)

The above approximate areas have been calculated for valuation purposes and should be used for no other purpose whatsoever.

#### 5. STATE OF REPAIR

At the time of our inspection the subjects were found to be in an order consistent with age and type giving the appearance of having been well maintained. Notwithstanding the above, general repairs to the building fabric can be anticipated and should be budgeted for on an ongoing basis.

Evidence of re-pointing works was noted to the side elevation of the property.

Older cast iron main water goods were noted and these may require to be upgraded in due course.

The flat roof section over the rear dormer window will have a limited lifespan, requiring regular monies to be spent on maintenance and renewal.

6. STATUTORY OBLIGATIONS

The property has been in its present use now for some time and accordingly we would not expect there to be any particular planning sensitivities of an adverse nature affecting the property.

We cannot confirm whether or not the subjects comply with current Building Regulations, however, based on our inspection it would appear that the property has not been altered within the recent past.

Our opinions presuppose that there are no issues of this nature outstanding but the position should be checked.

We do not believe that the property will require a Fire Certificate, however, this position should be checked. Given the fact that no enforcement steps have been taken by the Local Authority we have made the reasonable assumption that there are no material fire certification issues to be attended to

We have made the reasonable assumption that the roads and footpaths, *ex adverso* the subjects, have been adopted and are maintained by the Local Authority.

We have been verbally informed by the Assessor's Department that the subjects are entered in the current Valuation Roll at a Rateable Value of £1,750.

We would advise you that, under existing legislation, a new owner or occupier has the right to appeal against this assessment.

The Uniform Business Rate for the year 2007 to 2008 is 44.1p in the pound. Where the Rateable Value is more than £29,000, there is a supplement of 0.3p, bringing the total amount payable to 44.4p. Where the Value is £11,500 or less, this is covered by the Small Business Rates Relief Scheme ranging from a discount of 5% to 50%. These depend on the Value of an individual property or, alternatively, the Value of a cumulo number of properties held by the same occupier.

In our experience we find that informal verbal enquiries of the Local Authority are unreliable with different information or advice provided by different personnel. Indeed it is often difficult to secure any practicable useful comment in some cases. Due to these difficulties it would be remiss of us to pass any further comment since this could be inconsistent or erroneous.

It is for this reason that all of the above matters should be dealt with on a formal basis by solicitors acting on behalf of purchasers and/or banks.

If there are any issues identified as a result of these reasonable formal enquires we will require to consider the effect these may have on values/marketability in consultation with legal agents.

7. SERVICES

We have assumed that the subjects are served with mains electricity and water with drainage being to the public sewers.

The electrical installation generally appears to be on a 13-amp circuit with a reasonable power outlet provision.

Artificial lighting is generally to an adequate standard by means of fluorescent strip and pendant fittings.

Heating was noted within the property by means of electric panel heaters.

The sanitary fittings are generally to a reasonable quality and design which whilst not specifically tested generally appeared serviceable.

8. SITE AND GROUND CONDITIONS

We have calculated that the site extends to approximately 0.03 hectares (0.07 acres) or thereby however, we would recommend that this is checked by reference to relevant Title Deed documentation.

The site is regular in shape and was noted to be generally level albeit, it slopes downwards towards the rear of the site.

The site includes a tar surfaced parking area for approximately 3 cars and to the rear, there is an earth surfaced garden with a variety of small trees and shrubs. The site is bounded to the east by the Loch Burn. The site is bound by a block wall to the north and a stone dyke to the south.

There does not appear to be any information from formal sources regarding site/ground conditions and we have therefore made the reasonable assumption that there are no abnormal, difficult or unusual site/ground conditions affecting the subjects.

9. ENVIRONMENTAL ISSUES

Given the nature, age and location of the property it is unlikely that the property is subject to any material or significant environmental risk.

However, no assurances can be given in this regard and any further comment is outwith the scope of our remit/expertise.

Similarly, having regard to the age of the property, and nature of construction, we consider it unlikely that any deleterious or hazardous materials will have been utilised in the original construction process.

#### 10. TENURE

We have not had the opportunity of inspecting the Title Deeds and, for the purposes of our valuation, we have assumed that the subjects are held on a Feudal Tenure. We have further assumed that the property is free from encumbrances, restrictions or outgoings of an onerous nature which would affect the value.

#### 11. TENANCIES

We understand that a lease has been instigated between the Gordon Conservative and Unionist Association and Dr Nanette Milne MSP and Mr Alex Johnstone MSP. The lease is for the term of 6 months from 04 May 2007 and continuing thereafter on a month to month basis until 1 months notice is given by either party. The agreed rental is £330 per month to cover all rental, rates, utility and running costs.

#### 12. MARKET TRENDS AND GENERAL COMMENTS

As noted above, the subjects comprise a small ground and attic floor office located centrally within Kintore town centre.

We would expect reasonable levels of Tenant demand for the subjects however, we would note that there is likely to be higher levels of demand for the property as a residential unit. Given the residential character of this part of Northern Road, the subjects would appear to have potential for a residential conversion.

We have been asked to provide a rental value for the subjects inclusive of running costs and in this respect we have been provided with information on running costs from the Gordon Conservative and Unionist Association. They have provided us with costs of Hyrdo Electric £864 per annum, Rates £668.88 per annum, Water £394.89 per annum and insurance £430.76 per annum.

There is a limited amount of evidence for let offices in Kintore and based on the information available to us, we have applied a rate of £6.00 per sq ft to the net internal area of 327 sq ft.

On this basis, a net rental figure of approximately £2,000 per annum results and when the costs provided to us are added, an overall rental of £4,300 per annum results.

We would confirm that our valuation has been prepared adopting the comparative principle.

13. **RENTAL VALUE**

Having regard to the content of this report, including the Terms and Conditions attached hereto, we are of the opinion that the current values can be fairly stated on the required basis as undernoted:-

1. **Market Rental Value (inclusive of rates, utility and running costs)**

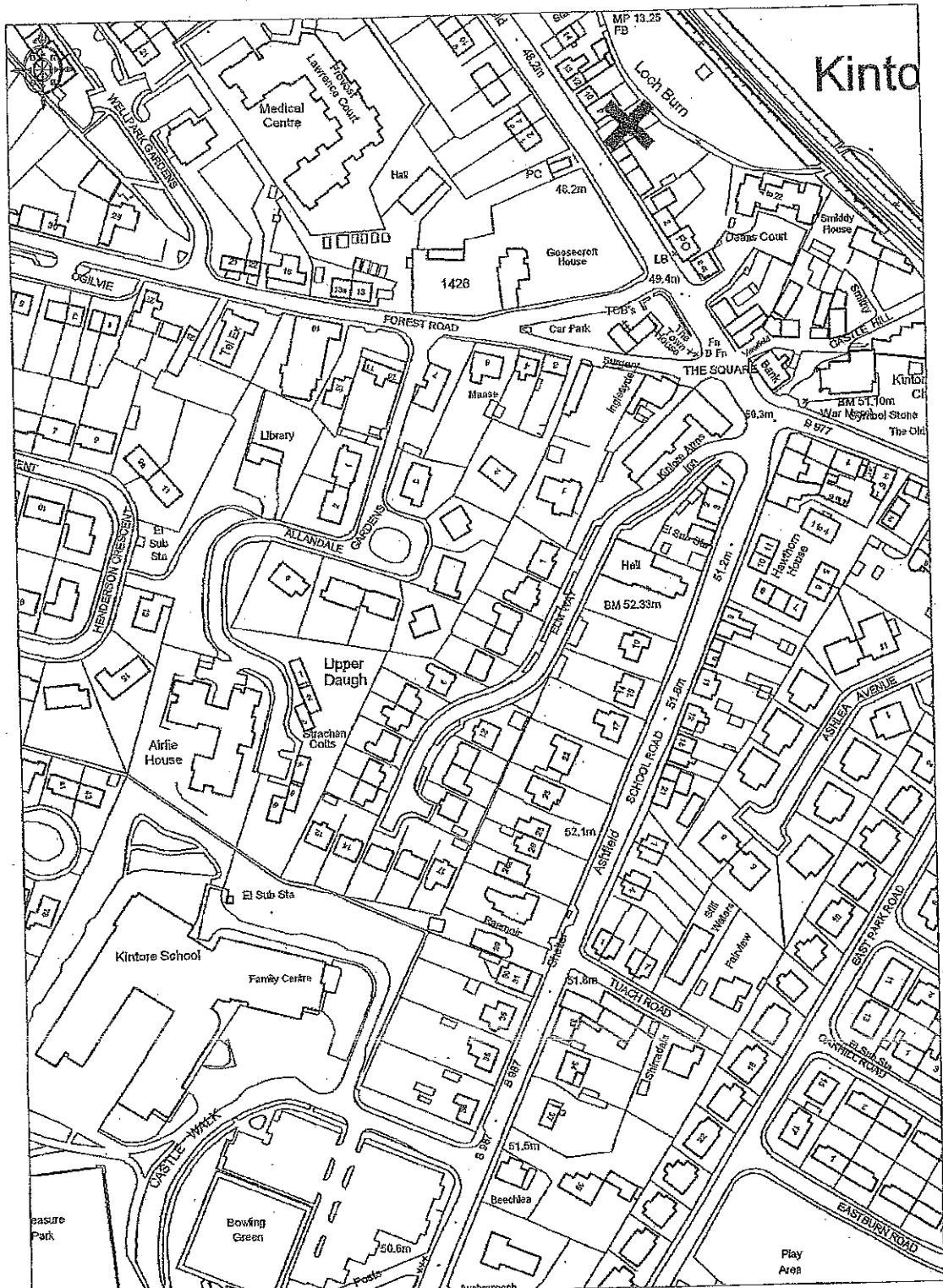
FOUR THOUSAND THREE HUNDRED POUNDS PER ANNUM (£4,300 pa)

Should any of the assumptions contained within this report prove incorrect, we reserve the right to reconsider our opinion of value(s) if appropriate.

We trust the foregoing is sufficient for your purposes but should you require any further information, please do not hesitate to contact us.

Yours faithfully

**Associate**  
**For DM Hall LLP**



Kintore



OS Ordnance Survey

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DM HALL LLP

## THE VALUATION AND APPRAISAL OF COMMERCIAL LAND AND BUILDINGS

### CONDITIONS OF ENGAGEMENT

#### Introduction

Unless specified in the body of the Report, our valuations are carried out in accordance with the following terms and conditions.

#### 1. The Service

- 1.1 Unless otherwise stated, the Valuer is an External Valuer as defined in the RICS Appraisal and Valuation Standards Fifth Edition.

The Valuer provides directly to the Client a Report based on an inspection as described below, and either:-

- (a) in respect of the particular type of property, has sufficient current local, national and international (as appropriate) knowledge of the particular market and the skills and understanding necessary to undertake the valuation competently; or
- (b) where he satisfies (a) above, except that he has insufficient current knowledge, he will be or has been assisted by a person(s) who has/have such knowledge and the skills and understanding necessary to provide the assistance required;

The Report will provide the following points:

- 1.1.1 A full description of the property, its location, apparent state of repair and other relevant information such as the site area and floor space;
- 1.1.2 The Valuer's valuation(s):
- (a) on whichever of the bases (see paragraph 4 below) have been agreed between the Valuer and the Client and/or such other basis as they may have agreed;
- where the valuation(s) reported pursuant to (a) above, has/have been affected by the existence of an unimplemented planning consent for change of use or other development or by the prospect of such consent(s) being available, the Valuer will so report and advise as to the amount(s) of the increase reported in consequence.
- (b) if the Valuer believes there is a special prospective purchaser, on the above basis(es) but reflecting the bid of that special prospective purchaser;
- 1.1.3 In the case of property to be held as an investment:
- (a) a projection, at rental levels current at the reporting date, of the rental income to which the owner will be entitled from the property if it remains fully occupied;
- (b) an opinion upon the effects on value of the quality and terms of the lease(s) and relevant implications upon the valuation in respect of privity of contract (if any); and
- (c) the Valuer's view of the market's opinion of tenant covenants for the class of the subject property in the subject locality.
- 1.1.4 Advice, if the Valuer considers it relevant, that there is a significant prospect of or potential for change of use or other development of the subject property, or those in the vicinity, which would materially affect the value of the subject property.
- 1.1.5 Advice, if the Valuer considers it relevant, on any other factors which the Valuer considers are likely materially to affect the status of the property as security.
- 1.1.6 Comment upon the proposed purchase price if this has been notified to the Valuer.
- 1.1.7 A statement to any special assumptions which the Valuer has made.
- 1.1.8 If appropriate, the Valuer's opinion of the property as a lending security in terms of present saleability, suitability, expected obsolescence and potential, bearing in mind the length (which will be stated) of the term of the loan contemplated and assuming that the borrower will maintain the property in a reasonable state of repair.
- 1.1.9 An opinion (without liability on the part of the Valuer) of current market conditions and current and expected trends in respect of the type of property in the area.
- 1.1.10 A statement as to the valuation method adopted, and an indication as to the extent to which the Valuer has been able to have regard to comparable market transactions;

- (a) in the case of property valued for the existing use as an operational entity having regard to trading potential, the opinion which the Valuer has formed as to the future trading potential, including the gross income and profitability likely to be achieved; and
  - (b) in the case of property valued on a residual basis, the significant material figures and assumptions made and the consequences of changes thereto.
- 1.1.11 An indication for insurance purposes (which is given solely as a guide, as a formal estimate for insurance purposes can be given only by a quantity surveyor or other person with sufficient current experience of replacement costs) of the current reinstatement cost of:
- (a) the buildings in their present form (unless otherwise stated); or
  - (b) buildings being constructed as proposed to be completed;
- each including the costs of clearance and professional fees but excluding:
- (i) VAT (except on fees);
  - (ii) loss of rent; and/or
  - (iii) cost of alternative accommodation for the reinstatement period.
- 1.1.12 Any other aspects, other than the usual legal investigations, which the Valuer considers require further consideration or investigations.
- 1.2 Following provision of the Report, the Valuer will be prepared to discuss its contents.
- 1.3 The Valuer shall, unless otherwise expressly agreed, rely upon information provided by the Client and/or the Client's legal or other professional advisers relating to tenure, leases and all other relevant matters.
- 1.4 Subject to Paragraph 2.1 below, the Valuer shall carry out such inspections and investigations as are, in the Valuer's professional judgement, appropriate and possible in the particular circumstances.
- 1.5 If the Valuer's inspection suggests that there may be material hidden defects the Valuer will so advise and may exceptionally defer submitting a final Report until the results of further investigations are available.
- 1.6 The Report will not identify the existence of contamination unless, by agreement with the Client, reports thereon from others have been obtained and made available to the Valuer, who will have no liability in respect thereof. If, however, the Valuer in the course of the Valuer's inspection concludes that there may be material contamination, the Valuer will report this to the Client with a view to a decision being taken as to whether the Valuer's instructions are to be amended.
- 1.7 In preparing the Report, unless otherwise stated by the Valuer the following assumptions will be made which the Valuer shall be under no duty to verify:
- (a) that no deleterious or hazardous materials or techniques were used in the construction of the property or have since been incorporated;
  - (b) that good title can be shown and that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoing;
  - (c) that the property and its value are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries, or by any statutory notice, and that neither the property, nor its condition, or its use, or its intended use, is or will be unlawful;
  - (d) that inspection of those parts that have not been inspected would neither reveal material defects nor cause the Valuer to alter the valuation(s) materially;
  - (e) unless otherwise stated, that no contaminative or potentially contaminative uses have ever been carried out on the property and that there is no potential for contamination of the subject property from past or present uses of the property or from any neighbouring property;
  - (f) that no notices have been issued by the Statutory Authorities or by the Fire Master and that no significant capital expenditure is required to comply with the provisions of "inter alia" the Offices, Shops and Railway Premises Act, Health and Safety at Work Act, Fire Precautions Act and the Factories Act;
  - (g) that the flank walls are party walls and that the liability for mutual repairs, including the roof, its parts and pertinents, is on an equitable basis between the proprietors of the various floors; and
  - (h) unless otherwise specifically stated we do not take VAT into account in our calculations and advice to you. We recommend you obtain specialist advice in this regard. Similarly, we make no allowance for the costs of acquisition or disposal or for any tax which might arise.
- 1.8 In providing the Service the Valuer will have regard to relevant contents of the *RICS Appraisal and Valuation Standards Fifth Edition effective from 1 May 2003* of the Royal Institution of Chartered Surveyors.



1.9 The Report will be provided for the stated purpose and for the sole use of the named Client. The Valuer accepts responsibility to the Client alone that the Report will be prepared with the skill, care and diligence reasonably to be expected of a competent Valuer, and accepts no responsibility whatsoever to any parties other than the Client. Any such parties rely upon the Report at their own risk. Neither the whole nor any part of the Report, nor any reference to it, may be included in any published document, circular or statement, or published in any way, without the Valuer's written approval of the form and context in which it may appear. In the event that this report is presented to your Lender, we cannot guarantee that it will be acceptable to them.

1.10 The firm have a Complaints Procedure in accordance with Bylaw 19, regulation 2.7 of the Royal Institution of Chartered Surveyors Rules of Conduct and Disciplinary Procedures. A copy of this procedure is available on request.

## 2 The Inspection

2.1 The Valuer will undertake a visual inspection of so much of the exterior and interior of the property as is accessible with safety and without undue difficulty, as can be seen whilst standing at ground level within the boundaries of the site and adjacent public/communal areas and whilst standing at the various floor levels, which the Valuer considers reasonably necessary to provide the Service, having regard to its purpose. The Valuer is under no duty to carry out a building survey or to inspect those parts of the property which are covered, unexposed or inaccessible, or to raise boards, move anything, use a moisture detecting meter, or to arrange for the testing of electrical heating or other services. Roof voids and attics are not inspected.

2.2 The purpose of this inspection is to provide a report on the general state of repair and condition of the property. The inspection is not a Building/Structural survey and this report is not intended to detail minor defects which do not materially affect value, however, if minor defects are mentioned in the report, they should be regarded as indicative and not exhaustive.

## 3 The Report

3.1 If it is not reasonably possible to carry out a substantial part of the inspection (see paragraph 2 above) this will be stated.

3.2 Where the Valuer relies on information provided, this will be indicated in the Report, with the source of the information.

3.3 The Report will state the existence of any apparently recent significant alterations and extensions so as to alert the Client's legal advisers.

## 4 Valuation

4.1 The valuations provided will be on the aforementioned assumptions in respect of individual subject properties (unless otherwise agreed) as inspected. The valuation will be on the basis of Market Value as defined below and as stated in the Appraisal and Valuation Manual of the Royal Institution of Chartered Surveyors. Any special assumptions or reference to a special purchaser will be clearly stated.

### 4.1.1 Market value

The estimated amount for which an asset should exchange on the date of valuation between a willing buyer and a willing seller, in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

4.2 The valuations will exclude any additional value attributable to personal goodwill, or the value of any fixtures and fittings which are only of value *in situ* to the present or proposed occupier, exception in the case of property which is fully equipped and valued as an operational entity, where only personal goodwill is excluded.

4.3 The valuer will not carry out an asbestos inspection and will not be acting as an inspector in completing a valuation inspection of properties that may fall within the Control of Asbestos at Work Regulations 2002. No enquiry of the duty holder, as defined in the Control of Asbestos in the Workplace Regulations 2002, of the existence of an asbestos register, or of any plan for the management of asbestos will be made. Your legal adviser/conveyancer should confirm the duty holder under these regulations, the availability of an Asbestos Register and the existence and management of any asbestos containing materials. For the purposes of this valuation, we have assumed that there is a duty holder, as defined in the Control of Asbestos in the Workplace Regulations 2002, and that a Register of Asbestos and effective Management Plan is in place which does not require any immediate expenditure or pose a significant risk to health or breach the HSE Regulations.

## 5 Instructions and Charges

5.1 All instructions of the Client will be made directly by the Client and confirmed in writing.

5.2 The Client will pay to the Valuer the fee initially agreed between them, or any amendment thereto to be agreed if the Valuer's instructions are subsequently modified. In addition, the Client will reimburse the Valuer the cost of all reasonable out-of-pocket expenses which may be incurred and pay the amount of any Value Added Tax on the fee and expenses.

5.3

Due to the cost and limitations of PI cover, any and all claims, rights of action, costs, damages, losses whatsoever and howsoever arising as a consequence of our actings for you shall be limited to not more than, and under any circumstances, the undemoted:

- i. 10% of the value reported assuming a full-scale fee of 0.25% has been paid.
- or
- ii. In the event that a modified fee has been agreed then the limit of our liability will be on the same proportion as the fee modification.

This is irrespective of how many separate and individual claims may be presented or their total and you expressly in advance free, relieve and hold harmless DM Hall and its partners as partners and as individuals from any such claims past, present and future in excess of the limitation of liability set out in this clause.

DMHTC/010399

## VALUATION REPORT



**Address:**

**265a High Street, Arbroath.**

**Clients:**

**Alex Johnstone MSP &  
Nannette Milne MSP**

**Date of Valuation:**

**23rd June 2010**

## Report Summary

---

- **Property** 265a High Street, Arbroath.
- **Location** The subjects are located towards the northern end of Arbroath High Street in a mixed commercial/residential area on the periphery of the town centre.
- **Description** First floor and attic office located within a two storey and attic mid terraced building.
- **Tenure** Leasehold.
- **Purpose of Valuation** Lease renewal.
- **Basis of Valuation** Market Rent.
- **Date of Valuation** 23rd June 2010.
- **Market Rent** £3,250 per annum prior to service charge.
- **Special Valuation Assumptions** The offices are to be let on a serviced basis, excluding any tenant liabilities for repairs. An allowance has been made for a proportion of the costs of repairs, etc and this is included in the rent. Insurance and other costs will be included in the service charge.

*This summary is intended for quick reference purposes only and must be considered within the context of this entire report.*

**1.1 Introduction**

We refer to instructions received from Mr Douglas Norrie dated 31<sup>st</sup> May 2010 and our appended Acknowledgement and Conditions of Engagement document dated 1<sup>st</sup> June 2010.

In accordance with these instructions an inspection of the property was undertaken by [redacted] acting as an external valuer, on 7<sup>th</sup> June 2010.

We can confirm [redacted] as the necessary knowledge and expertise to provide the advice required.

This report has been prepared in accordance with the Practice Statements and Guidance Notes set out in The Royal Institution of Chartered Surveyors Valuation Standards (6<sup>th</sup> Edition) as amended.

**1.2 Conflict of Interest**

We are not aware of any conflict of interest that would preclude this Firm from providing you with the valuation advice requested.

**1.3 Professional Indemnity**

J & E Shepherd maintain Professional Indemnity Insurance with Aspen & XL with limit of indemnity of £5,000,000 in respect of each and every claim.

**1.4 Purpose of Valuation**

Lease renewal.

**1.5 Basis of Valuation**

Market Rent.

**1.6 Sources of Information**

None.

**1.7 Scope of Work and Standard Valuation Assumptions**

The scope of work and our standard valuation assumptions adopted for the purpose of this report are set out in Appendix 4.

**1.8 Special Valuation Assumptions**

The offices are to be let on a serviced basis, excluding any tenant liabilities for repairs. An allowance has been made for a proportion of the costs of repairs and this is included in the rent. Insurance and other costs will be included in the service charge.

**1.9 Verification**

Before any financial transaction is entered into, based on this valuation report, you should obtain verification on the validity of the assumptions that have been adopted. Any variation should be referred to us immediately, as this could impact the valuation(s) now reported.

## **2.0**

### **Date of Valuation**

23rd June 2010.

## **3.0**

### **Location**

### **3.1 Regional**

The historic burgh of Arbroath is positioned on the north east coast of Scotland, approximately 29 kilometres (18 miles) north east of Dundee and 83 kilometres (51 miles) south west of Aberdeen, within the Local Authority area of Angus.

The town has a resident population of some 22,785 persons' (source: Angus Council).

Arbroath benefits from access to the main East Coast Railway Line and the A92 coast road, which was recently improved to dual carriageway status between Arbroath and Dundee.

### **3.2 Local**

The subjects are located on the eastern side of High Street towards its northern end in a mixed commercial/residential area on the periphery of the town centre.

The exact location of the property is shown on the street map extract within Appendix 1.

## **4.0**

### **Description**

### **4.1 The Property**

The subjects comprise an office and store planned over first floor and attic within a 2 storey and attic, mid terraced commercial building, the offices are shared with the Arbroath Conservative Association who are the Landlords.

The ground floor is in retail use and in separate ownership.

At first floor, the subjects comprise cellular office spacem, whilst the attic comprises basic storage and toilets.

We understand the lease will be granted over approximately 50% of the first and attic floors.

### **4.2 Construction & Finishes**

The main walls are of solid stone construction, the front elevation having been rendered and painted.

The roof over is pitched and laid in slate incorporating dormer projections.

Floors are of suspended timber throughout.

Windows are of single glazed timber sash and case construction.

Access is via a timber staircase from leading from High Street.

A steel beam has been inserted within the attic space at some point in the past as part of stabilisation works.

Due to access restrictions we were unable to inspect the rear of the building, accordingly, no comment may be made regarding construction and finishes.

**5.0****Accommodation**

The entire subjects provide the following accommodation and approximate floor areas, based on measurements taken during our inspection.

Floor	Accommodation	Area	
		sq.m	sq.ft
First Floor	Reception, 2 offices, kitchen and committee room	94.29	1,014
Attic	Storage and toilets	33.66	362
<b>Total</b>		<b>127.95</b>	<b>1,376</b>

All areas have been calculated on a net internal area basis in accordance with the Sixth Edition of the RICS Code of Measuring Practice.

*It is understood that the lease will be over approximately 50% of the floor area.*

**6.0****Services**

The property is understood to connect to mains supplies of electricity and water and drains into the main public sewer.

Space heating is provided by means of electric storage heaters and hot water by means of an electric geyser.

**7.0****State of Repair**

It was not our remit to provide a detailed report on the structure and fabric of the property and accordingly our inspection was undertaken in a like manner.

Responsibility for repairs will remain with the landlord, the proposed lease being on an internal repairing basis only.

**8.0****Statutory Enquiries****8.1 Listed Building Status, Conservation Areas & Other Relevant Planning Matters**

The subjects are not Listed however they do lie within the Arbroath Town Centre Conservation Area.

**8.2 Current Planning Use/Consent(s)**

It is assumed the subjects will benefit from a Class 4 (Financial, Professional and other services) consent in terms of the Town & Country Planning (Use Classes) (Scotland) Order 1997.

**8.3 Recent Alterations**

None.

#### 8.4 Roads

High Street is made up and adopted by the Local Highway Authority.

#### 8.5 Rateable Value

£5,700. The uniform business rate is 40.7p for 2010/2011

#### 9.0

#### Tenure

Leasehold.

#### 10.0

#### Factors Affecting Value

The downturn in the financial markets and the subsequent recession has had a marked effect on demand for, the marketability of and the value of commercial properties.

The foregoing has adversely impacted on the commercial property market in Angus.

We understand the subjects are to be utilised for the purposes of a constituency office for the MSP's and a venue for clinics, as well as other parliamentary business.

The offices are to be let on an internal repairing and serviced basis, further, they are shared with the landlord.

The rates adopted for the valuation have been adjusted accordingly to allow for these factors.

The service charge has been discussed with the landlord to reflect a fair apportionment of utilities and other costs.

#### 11.0

#### Comparable Evidence & Valuation Calculations

<b>Address</b>	<b>60 High Street, Arbroath</b>
Transaction	Letting
Date	May 2009
Rent	£7,500 per annum
Rent sq.ft	£6.89 per sq.ft
Net	1,089 sq.ft
Comments	Lease over ground Floor office in close proximity

<b>Address</b>	<b>62 High Street, Arbroath</b>
Transaction	Rent Review
Date	November 2008
Rent	£12,000 per annum
Net	2244 sq. ft
Analysis	£6.00 per sq.ft (1 <sup>st</sup> floor) £3.75 per sq.ft (2 <sup>nd</sup> Floor)
Comments	1 <sup>st</sup> floor and attic offices

<b>Address</b>	<b>22 Catherine Street Arbroath</b>
Transaction	Letting
Date	June 2005
Rent	£21,000 per annum
Net	3776 sq. ft
Analysis	£5.56 per sq.ft overall
Comments	Ground and 1 <sup>st</sup> floor offices



<b>Address</b>	<b>21 Market Place, Ayrbroath</b>
Transaction	Letting
Date	Jan 2008
Rent	£10,000 per annum
Rent sq.ft	£10.71 per sq.ft across the entire floor area
Net	933 sq.ft
Comments	High quality offices over 2 floors within pedestrianised area of the town.

Taking into account the quality and location of the subjects, combined with information received from the customer, we have adopted the following rates when valuing the property:

#### Rental Valuation

1 <sup>st</sup> Floor offices - 507 sq.ft @ £5.50 per sq.ft adjusted to £6.00 for IRI lease.	£3,000
Attic storage 181 sq.ft @ £1.25 p.s.f adjusted to £1.50 p.s.f for IRI lease.	£250
<b>Total rent</b>	<b>£3250</b>
-----	
A service charge will be added to the rent based on figures discussed with the Landlord (Allowing for insurance utilities, reception/secretarial cover, etc)	£2750
<b>Total rent including service charge</b>	<b>£6,000 per annum</b>
	=====

## 12.0

## Valuation

Our valuation(s) have been prepared in accordance with the Practice Statements and Guidance Notes set out in the Royal Institution of Chartered Surveyors (RICS) Valuation Standards (Sixth Edition) as amended. Any departures from this will be clearly stipulated within our report. All valuations will be carried out under the definitions of the various valuation bases set out by the RICS, which are appended.

### 12.1 Market Rent

We are of the opinion that the current Market Rent for the property exclusive of service charge at the date of valuation, may be stated as being in the sum of:

**£3,250 per annum**

## 13.0

## Special Valuation Assumptions

The offices are to be let on a serviced basis, excluding any tenant liabilities for repairs. An allowance has been made for a proportion of the costs of repairs, etc and this is included in the rent. Insurance and other costs will be included in the service charge.

This valuation report is prepared solely for the use of Alexander Johnston MSP and Nannette Milne MSP. No responsibility is accepted to any other party for the whole or any part of its contents. It may be disclosed to other professional advisors assisting in respect of the purpose for which the valuation is prepared.

Neither whole nor any part of this valuation report, nor any reference thereto may be included in any published document, without the valuers written approval over the form and context which it may appear.

We trust that this report will be satisfactory for your present purposes.

Yours faithfully

.....  
Inspected and Prepared By

For and on behalf of J & E Shepherd  
Chartered Surveyors

*JA* June 2010

.....  
Approved By

*C*  
For and on behalf of J & E Shepherd  
Chartered Surveyors

*JA* June 2010

((ref))



J & E Shepherd, Chartered Surveyors, 13 Albert Square, Meadowside, Dundee, DD1 1XA  
Tel 01382 878005 Fax 01382 878009  
www.shepherd.co.uk

To: The Angus Conservative & Unionist Association  
265a High Street  
Arbroath  
Angus  
DD11 1EE

Date: 1<sup>st</sup> June 2010

**COMMERCIAL PROPERTY INSTRUCTION  
ACKNOWLEDGEMENT AND CONDITIONS OF ENGAGEMENT**

Dear Mr Nothe,  
We write to confirm our recent discussions and your instructions to inspect, report upon and value the property at:-  
265a High Street, Arbroath.

The instruction is based on the following information and is subject to the undenoted Terms and Conditions of Engagement.

INFORMATION

DATE: 1<sup>st</sup> June 2010 DATE OF VALUATION:

INSTRUCTING PARTY:

DATE OF VALUATION:

CLIENT (if different from above): Alex Johnstone MSP

PRICE QUOTED (if known): N/A

SELLING AGENT: N/A

ACCESS ARRANGEMENTS: via Receptionist

PROPOSED MAXIMUM FEE: £350 plus VAT excluding VAT and any additional costs/fees associated with separate specialist investigations. Unless otherwise agreed, the fee invoice will be made out in the name of the instructing party who will be liable for payment. It is expected that payment will be received within 14 days of issue.

THE VALUER: J & E Shepherd, Chartered Surveyors at the address shown above.

PURPOSE OF VALUATION

The Valuer shall inspect the property to be valued and shall provide a written report and valuation prepared in accordance with the RICS Valuation Manual. The valuation shall not include fixtures, fittings, plant and machinery unless specifically agreed in writing.

Following discussion with the instructing party and/or client it is understood that the valuation is for Lease Renewal purposes. If the instructing party/client requires the Valuer to make any specific assumptions in relation to the valuation, these will be specified in writing by the instructing party/client and agreed by the Valuer prior to the inspection of the property and preparation of the report. On this understanding the Valuer will assess the valuation on the basis of Market Rent.

DEFINITION OF VALUE

The agreed basis of valuation is Market Rent which is defined in the RICS Valuation Manual and is reproduced over the page.

ASSUMPTIONS RELATING TO VALUATION BASIS

The Valuer shall carry out such inspection and investigations as are, in the Valuer's professional judgement, appropriate and possible in the particular circumstances.

- a) The report to be provided by the Valuer is a valuation and not a building survey. Regard will be had to the apparent state of repair and condition of the property but an exhaustive and detailed search of the property for defects will not be carried out by the Valuer. Those parts of the property which are covered, unexposed or inaccessible will not be inspected and it will be assumed that such parts are in good repair and condition.
- b) The Valuer will not be under a duty to arrange for the testing of electrical, heating, plant or other services.
- c) The Valuer shall rely on information provided by the instructing party/client or legal or other professional advisers, in relation to tenure, leases, tenancies or other matters relevant to the property to be valued.
- d) In reporting on the property to be valued the Valuer will meet the relevant requirements of the RICS Valuation Manual and will make the following assumptions, which the Valuer will be under no duty to verify:
  - (i) that no harmful or hazardous material has been used in the construction of the property or has since been incorporated, and that there is no contamination in or from the ground and it is not land filled ground;
  - (ii) that good title can be shown and that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings;
  - (iii) that the property and its value are not affected by any matters which would be revealed by a local search and replies to the usual enquiries; or by any statutory notice; and that neither the property, nor its condition, nor its use, nor its intended use, is or will be unlawful;
  - (iv) that inspection of those parts which have not been inspected would neither reveal material defects nor cause the Valuer to alter the valuation materially.
- e) The Report will be provided for the stated purpose(s) and for the sole use of the named client. It will be confidential to the Client and the Client's professional advisers. The Valuer accepts responsibility to the Client alone that the Report will be prepared with the skill, care and diligence reasonably to be expected of a competent Chartered Surveyor, but accepts no responsibility whatsoever to any parties other than the Client. Any such parties rely upon the Report at their own risk. Neither the whole or any part of the Report nor any reference of it may be included in any published document, circular or statement nor published in any way without the Valuer's written approval of the form and content in which it may appear.

The foregoing Instruction Acknowledgement and Conditions of Engagement sets out the basis upon which we are to prepare a report and valuation on the property at 265a High Street, Arbroath.

*Please check that these incorporate your instructions and if we do not hear from you by return, we shall assume that all matters are in order and we will proceed with our inspection.*

If appropriate, please pass the enclosed copy Instruction Acknowledgement and Conditions of Engagement to your client.

To comply with the regulations of the Royal Institution of Chartered Surveyors this firm has a written complaints procedure.

Yours faithfully

J & E Shepherd

J & E Shepherd

**Appendix 3 Acknowledgement & Conditions of Engagement**

## DEFINITION OF VALUE

### MARKET VALUE (MV)

Market Value is the estimated amount for which the property should exchange on the date of valuation, assuming:

- a) a willing buyer and a willing seller;
- b) that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and for the completion of the sale;
- c) the transaction is an arm's-length transaction between parties who do not have a particular or special relationship which may bring about a price level uncharacteristic of the market;
- d) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- e) that both parties to the transaction had acted knowledgeably, prudently and without compulsion.

### MARKET RENT (MR)

An opinion of the estimated amount for which the property or space within a property should let on the date of valuation, assuming:

- a) a willing lessor and a willing lessee;
- b) that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the rent and other lease terms and for the completion of the letting;
- c) the transaction is an arm's-length transaction between parties who do not have a particular or special relationship which may bring about a rent level uncharacteristic of the market;
- d) that no account is taken of any additional bid by a prospective tenant with a special interest;
- e) that both parties to the transaction had acted knowledgeably, prudently and without compulsion; and
- f) appropriate lease terms for a letting of the type and class of the subject property.

### EXISTING USE VALUE (EUV)

(only used for valuing property that is owner-occupied by a business or other entity for inclusion in Financial Statements)

An opinion of the estimated amount for which the property should exchange on the date of valuation, assuming:

- a) a willing buyer and a willing seller;
- b) that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and for the completion of the sale;
- c) the transaction is an arm's-length transaction between parties who do not have a particular or special relationship which may bring about a price level uncharacteristic of the market;
- d) that no account is taken of any additional bid by a prospective purchaser with a special interest;
- e) that both parties to the transaction had acted knowledgeably, prudently and without compulsion; and
- f) that the buyer is granted vacant possession of all parts of the property required by the business; but disregarding:
  - e) potential alternative uses and any other characteristics of the property that would cause its Market Value to differ from that need to replace the remaining service potential at least cost

## Appendix 4

## Scope of Work & Valuation Assumptions

### Repair and Condition

This report constitutes a valuation and not a building survey. Comments, if any, on the physical condition of the foundations, walls, floors, ceilings, roof or roof voids, roof coverings, chimneys, gutters, drains, pipes, tanks and services etc., must be read in this context.

If further information is required a separate survey with respect to these items or to other parts of the property related thereto must be specifically instructed in writing.

Woodwork or other parts of the property, which were covered, unexposed or inaccessible, have not been inspected and we are therefore unable to report that such parts of the property are free from rot, beetle or other defects.

In the absence of any information to the contrary, we have assumed that:

- (a) there are no abnormal ground conditions, nor archaeological remains present which might adversely affect the current or future occupation, development or value of the property.
- (b) no currently known deleterious or hazardous materials including but not limited to composite panelling have been used in the construction of, or subsequent alterations or additions to, the Property; and
- (c) the services, and any associated controls or software, are in working order and free from defect.

### Statutory Enquiries

We have not secured a written planning history from the local authority nor have we made formal enquiries to other relevant bodies. The information contained within this report therefore represents our findings based on verbal enquiries with the relevant statutory bodies and investigations thought appropriate. Whilst the information provided is taken to be accurate, we have assumed that a full planning history and further formal enquiries will be conducted by your legal advisors. Any discrepancy should be immediately notified to ourselves in order that we may advise whether this may impact our valuation(s) reported.

Unless stated otherwise within this report, and in the absence of any information to the contrary, we have assumed that:

- (a) all buildings have been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;
- (b) the property is not adversely affected by town planning or road proposals.
- (c) all alterations, additions or extension to the property have received all necessary Town Planning Consents, Building Authority Approvals (Building Warrants) and Completion Certificates.
- (d) the property complies with all relevant statutory and local authority requirements, including but not limited to Fire Regulations, The Disability Discrimination Act, The Control of Asbestos Act, The Licensing Scotland Act, Health and Safety Regulations, Environmental Health Regulations and similar.

### Fixtures & Fittings

Unless otherwise specified the following items are excluded; except in the case of Trading Related valuations where they are specifically included, unless stated to the contrary:

All items of process plant and machinery, tooling and other equipment not primarily serving the building, cranes, hoists, conveyors, elevators, structures which were ancillary to, or form part of an item of process plant and machinery, sewerage plant primarily concerned with treating trade effluents, air conditioning forming part of a computer installation or primarily serving plant.

In the case of trading related valuations, all items of trade equipment and fittings currently present within the property that are necessary for the continued operation of the business are assumed to be owned outright (unless otherwise stated) and included with the sale of the business. No tests have been undertaken to establish the operation of the trade fixtures and fittings which are assumed to be in good working order.

### **Information Sources**

All information provided to the valuer by the client and/or the client's professional advisors or any other party is assumed to be complete and correct.

### **Title, Tenure and Tenancies**

It is assumed that there are no encumbrances or unduly onerous restrictions, easements, outgoings or conditions that would have an adverse effect upon the value of the property and that a good and marketable title is held.

We do not generally have access to all leases, title deeds, or other legal documents relating to the property.

Any information recorded in this report represents our understanding of the relevant documents provided. We should emphasise that the interpretation of the documents of title (including relevant deeds, leases and planning consents), is the responsibility of your legal advisor.

Unless otherwise stated and in the absence of any information to the contrary, we have assumed that:

- a) There are no tenant's improvements that will materially affect our opinion of the rent that would be obtained at rent review or lease renewal.
- b) The tenants will meet their obligations under their leases and are responsible for insuring the property or reimbursing the cost of insurance to the landlords, payment of business rates, and all repairs, whether directly or by means of a service charge.
- c) There are no user restrictions or other restrictive covenants in leases which would adversely affect value.
- d) Where appropriate, permission to assign the interest being valued would not be withheld by the landlord.
- e) Vacant possession can be secured for all accommodation let on a temporary basis, serviced occupancy etc.

Where we have not conducted credit enquiries on the financial status of any of the tenants, we have, reflected our general understanding of the likely perception of tenants in the marketplace. Accordingly, purchasers should satisfy themselves of the financial strength of the tenants prior to purchase.

### **Ground and Environmental Investigations**

We will not carry out or commission a site investigation or geographical or geophysical survey. We will, therefore, not be able to give any opinion or assurance or guarantee that the ground has sufficient load bearing strength to support any of the existing constructions or any other constructions that may be erected in the future. We also cannot give any opinion or assurance or guarantee that there are no underground mineral or other workings beneath the site or in its vicinity nor that there is any fault or disability underground that might affect the property or any construction thereon.

We will not undertake or commission an environmental assessment to establish whether contamination exists or may exist. We will not carry out any detailed investigation into past or present uses, either of the property or of any neighbouring land, to establish whether there is any contamination or potential for contamination of the subject property from these uses or properties.

Therefore, for the purposes of our Valuation Report, unless definitive information to the contrary is made available to us, we will normally assume that no contamination exists in relation to the property sufficient to affect value.

If, during the course of our inspection and subsequent enquiries for valuation purposes, or through our knowledge of the locality, we become aware of any matters which may indicate the likelihood of, or potential for, contamination of the subject property, these will be stated in this report.

Should it be established subsequently that contamination exists at the property or on any neighbouring land, or that the premises have been or are being put to a contaminative use, this might reduce the value(s) set out in the report. You should therefore inform us of this immediately and we will reconsider our opinion of value accordingly.

#### **Reinstatement Cost Assessment**

Any reinstatement figure indicated within this report is provided for guidance purposes only as a formal estimate for insurance purposes can only be given by a Quantity Surveyor or other person with sufficient current experience of replacement costs.

Unless otherwise stated, the calculation is based upon the building in its present form including the cost of demolition, site clearance and professional fees but excluding:

- a) VAT
- b) Loss of rent or turnover
- c) Cost of alternative accommodation for the reinstatement period.
- d) Any other consequential loss.

#### **Taxation**

We have not been advised whether the property is elected for Value Added Tax (VAT). For the avoidance of doubt, all values stated in this report are exclusive of VAT and take no account of any liability for taxation that may arise upon the disposal or acquisition of the property.

#### **Site Boundaries**

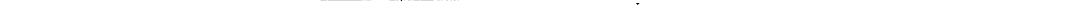
The boundaries markings highlighted on the appended plan indicate the approximate extent of the site inspected as understood or as indicated to us during our visit to the property. No guarantee can be given as to whether this corresponds to that over which the title is held. It remains the responsibility of your legal advisor to confirm the legal boundaries and title applying to the property.

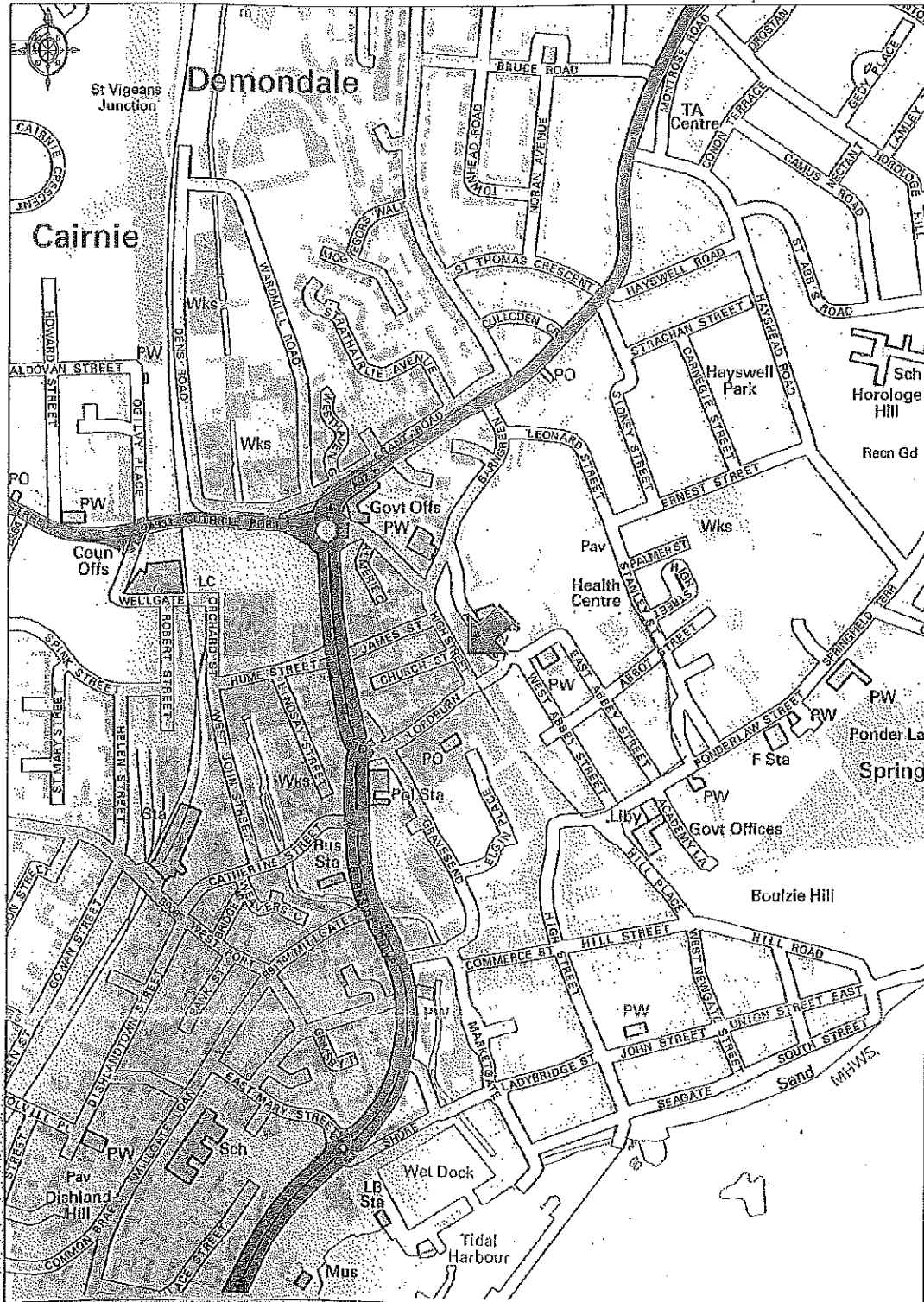
**Should any of the assumptions or any additional stated assumptions prove to be incorrect (or inappropriate), we reserve the right to revise our opinions(s) of value accordingly.**



Appendix 1

Location Plan





**Promap**

Debra & Barry © Crown Copyright 2010. All rights reserved.  
 Licence number 100010149. Horizontal Scale - 1:3500

**Market Rent**

The estimated amount for which a property, or space within a property, should lease (let) on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion.

**Market Value**

The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

**Existing Use Value**

The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in arm's-length transaction, after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion, assuming that the buyer is granted vacant possession of all parts of the property required by the business and disregarding potential alternative uses and any other characteristics of the property that would cause its Market Value to differ from that needed to replace the remaining service potential at least cost.



**Giulianotti J (Jackie)**

---

**From:** Giulianotti J (Jackie)  
**Sent:** 10 March 2008 14:12  
**To:** Johnstone A (Alexander), MSP  
**Subject:** RE: Letter of Agreement - 7 Northern Road, Kintour

**Sensitivity:** Confidential

Dear Alex

Many thanks for providing further background information. I will arrange to have the rental payments made.

Jackie

-----Original Message-----

**From:** Walls L (Lindsey) **On Behalf Of** Johnstone A (Alexander), MSP  
**Sent:** Thursday, March 06, 2008 4:01 PM  
**To:** Giulianotti J (Jackie)  
**Subject:** RE: Letter of Agreement - 7 Northern Road, Kintour  
**Sensitivity:** Confidential

Dear Jackie

Thanks for your e-mail regarding the Letter of Agreement for 7 Northern Road, Kintore.

The reason for the rent not being proportional to the floor area is that the downstairs area which we have agreed to use is a full height office with kitchen and toilet facilities provided and the upstairs part of the office, which has been retained by the Conservative Association, is of very limited usability due to the sloping ceiling under the eaves and the presence of a water tank which further limits its usability.

It should be noted that the vast majority of power used for heating, lighting and running office equipment would also be associated with the activities in pursuit of Scottish Parliament responsibilities.

I hope this is an appropriate explanation as to how we have arrived at an accurate rental value for the ground floor accommodation at 7 Northern Road, Kintore.

Alex Johnstone MSP  
 North East Scotland

-----Original Message-----

**From:** Giulianotti J (Jackie)  
**Sent:** Tuesday, March 04, 2008 9:50 AM  
**To:** Johnstone A (Alexander), MSP; Miine N (Nanette), MSP  
**Subject:** Letter of Agreement - 7 Northern Road, Kintour  
**Sensitivity:** Confidential

Dear Alex and Nanette

Many thanks for letting me have a copy of the above listed

agreement and the independent valuation of the property. I note the annual rent due, including all running costs, for your office is £3,960 and the rental valuation, again including all running costs, is £4,300 for the whole of the premises.

From your agreement it would appear that you occupy the ground floor with an area of 176 square feet. On the basis of the valuation the expectation would be that your rental would be set at £2,288. Grateful if you could advise whether there are any additional factors that I am unaware of that would account for the difference in the valuation costs and the rent being charged.

Happy to discuss.

Jackie  
Tracking:

Recipient  
Johnstone A (Alexander), MSP

Delivery  
Delivered: 10/03/2008 14:12



The Scottish Parliament  
Pàrlamaid na h-Alba

To: Eamonn Cunningham  
cc:  
From: Jackie Giulianotti  
Office: Allowances Office  
Extension: 86609  
Date: 17 March 2015

**Cheque**

Can you please arrange to pay in the attached cheque as follows: -

Company Name: \_\_\_\_\_  
Amount: £9,975.72

**Control Cost Centre**  
**CASE Control**

**NOTES:** - Grateful if you could advise Ruth when the cheque has cleared - Ruth, Please  
let Alex know when the cheque has cleared.

Many thanks,

Jackie Giulianotti

THAINSTONE INVERURIE AB51 5WU	
Pay to <u>Scottish Parliament General Bank Account</u>	Date <u>17/03/2015</u>
The sum of <u>Nine Thousand Nine Hundred £</u>	<u>9,975.72</u>
<u>and Seventy Five</u>	
<u>Pounds 72 P</u>	
ACCOUNT	PAYEE

*Handwritten signature*  
17/3

AUTHORISED SIGNATORY

Signature  
AUTHORISED SIGNATORY

## Giulianotti J (Jackie)

---

**From:** Giulianotti J (Jackie)  
**Sent:** 26 August 2014 15:17  
**To:** Johnstone A (Alex), MSP; Milne N (Nanette), MSP  
**Subject:** RE: Office Rent

Dear Both

I was wondering if there had been developments in relation to the scheduled of repayment.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

---

**From:** Giulianotti J (Jackie)  
**Sent:** Thursday, August 14, 2014 3:19 PM  
**To:** Johnstone A (Alex), MSP; Milne N (Nanette), MSP  
**Subject:** FW: Office Rent

Alex/Nanette

Many thanks for taking the time to meet with me this afternoon.

As discussed we have agreed the sum to be repaid and the requirement to do so within the current financial year. You also intimated you hoped to be in a position to confirm the repayment scheduled by the 22<sup>nd</sup> August.

I look forward to hearing from you in due course.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

---

**From:** Giulianotti J (Jackie)  
**Sent:** Wednesday, August 13, 2014 4:06 PM



**From:** Giulianotti J (Jackie)  
**Sent:** Thursday, August 07, 2014 2:50 PM  
**To:** Milne N (Nanette), MSP; Johnstone A (Alex), MSP  
**Cc:** Croll D (Derek)  
**Subject:** RE: Office Rent

Nanette/Alex

Very many thanks for submitting the rent evaluation report.

On the basis of the report and our previous discussions I have now calculated the sum due for repayment and I have attached a copy of my calculations for your information.

I would be grateful if you could advise when you would be available to meet to discuss this

Office Annual Rent since 2007	£ 4,300.00	New Assessment of total Annual Rent	£5,700
MSP Share of Annual Rent since 2007	£ 3,960.00	New Assessment of MSP share of Rent	£2,900
MSP Monthly Rent	£ 330.00		
No of monthly payments made	85.00		
Total Rent Paid	<b>£ 28,050.00</b>		
Valuation MSP%	51%		
MSP Revised Annual Rent	£ 2,193.00		
MSP Revised Monthly Rent	£ 182.75		
Rent Due	<b>£ 15,533.75</b>		
Overpayment of rent	<b>£ 12,516.25</b>		
Withheld Rent 2 months @ £182.75	£365.50		
Revised Overpayment	<b>£ 12,150.75</b>		

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

---

**From:** Giulianotti J (Jackie)  
**Sent:** Thursday, July 31, 2014 8:35 AM  
**To:** Milne N (Nanette), MSP; Johnstone A (Alex), MSP  
**Cc:** Croll D (Derek)  
**Subject:** FW: Office Rent  
**Importance:** High

Nanette/Alex

As you will be aware from our earlier exchange of emails and discussions we have received a complaint regarding the signage of the office in Kintore and we are unable to respond to this complaint and provide advice to you on the signage of the office until we receive a revised lease and a rent evaluation detailing the % split of the office space. I should therefore be grateful to receive the rent evaluation by Friday 8<sup>th</sup> August to enable us to take this matter forward.

I would of course be happy to discuss.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

---

**From:** Giulianotti J (Jackie)  
**Sent:** Thursday, June 26, 2014 8:23 AM  
**To:** Milne N (Nanette), MSP  
**Subject:** RE: Office Rent

Nanette

Many thanks for the update.

Jackie

---

**From:** Milne N (Nanette), MSP  
**Sent:** Wednesday, June 25, 2014 2:37 PM

**To:** Giulianotti J (Jackie)  
**Subject:** RE: Office Rent

Hi Jackie,

Alex is taking things forward with the Gordon chairman, and will get back to you as soon as possible.

Regards,

Nanette

---

**From:** Giulianotti J (Jackie)  
**Sent:** Tuesday, June 24, 2014 9:32 AM  
**To:** Milne N (Nanette), MSP; Johnstone A (Alex), MSP  
**Cc:** Briggs MEF (Miles); Croll D (Derek)  
**Subject:** RE: Office Rent

Nanette/Alex

I would be grateful to receive a response so that this matter can be progressed.

Many thanks

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

---

**From:** Giulianotti J (Jackie)  
**Sent:** Wednesday, June 11, 2014 11:00 AM  
**To:** Milne N (Nanette), MSP; Johnstone A (Alex), MSP  
**Cc:** Croll D (Derek)  
**Subject:** RE: Office Rent

Nanette/Alex

I would be very grateful if you could advise whether there have been any developments in relation to this matter.

Many thanks

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609

Fax : 0131 348 6611

Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

**From:** Giulianotti J (Jackie)

**Sent:** Tuesday, May 27, 2014 4:48 PM

**To:** Milne N (Nanette), MSP; Johnstone A (Alex), MSP

**Cc:** [\[redacted\]](#); Croll D (Derek)

**Subject:** Office Rent

Nanette/Alex

Many thanks for taking the time to meet with Derek Croll and me today.

As promised please find below details of the rental valuation as at February 2008 and the rental payments made to date.

Rental Value for whole of property (including rates, utility and running costs) = £4,300.

Annual Rent charged for Ground Floor = £3,960 (92% of full rent). Rent paid since 2007 = £27,720.

Annual Rent for First Floor = £340 (8% of full rent): Rent payable since 2007 = £2,380.

Potential overpayment based on % splits detailed above = £25,340.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)

## Giulianotti J (Jackie)

---

**From:** Giulianotti J (Jackie)  
**Sent:** 20 May 2014 13:21  
**To:** Milne N (Nanette), MSP; Johnstone A (Alex), MSP  
**Subject:** RE: [REDACTED]

Tracking:	Recipient	Delivery	Read
	Milne N (Nanette), MSP	Delivered: 20/05/2014 13:21	
	Johnstone A (Alex), MSP	Delivered: 20/05/2014 13:21	Read: 20/05/2014 13:22

Dear Nanette and Alex

Many thanks for your email.

The lease agreement we hold records that you use the ground floor at 7 Northern Road, Kintore and the rent that has been paid since May 2007 has been calculated on that basis. Please see the attached lease. On the basis of your most recent email I would advise that you will require to obtain a new lease reflecting the actual occupancy position.

The rent you have been claiming is based on an independent valuation obtained in 2008 (please see attached) and on your advice that you occupied the ground floor space which, according to an exchange of emails at the time (please see attached), is a more usable space than the first floor and the proportion of the total rent charged reflects this.

On the basis of our most recent exchange of emails and the documentation we hold, I have to advise you that it would now appear, under section 4.2.11 of the Reimbursement of Members' Expenses Scheme, that the amount you have claimed for rental payments, dating back to May 2007, has been considerably greater than the 'fair market rent'.

I would therefore propose an urgent meeting to discuss how this matter can be taken forward and will be in touch with you to establish a suitable time.

In the meantime we will withhold any future rental payments.

Jackie

---

**From:** Milne N (Nanette), MSP  
**Sent:** Thursday, May 15, 2014 11:19 AM  
**To:** Giulianotti J (Jackie)  
**Subject:** Re: [REDACTED]

It's always been this arrangement

Sent from my iPad

On 15 May 2014, at 11:15, "Giulianotti J (Jackie)" <[Jackie.Giulianotti@scottish.parliament.uk](mailto:Jackie.Giulianotti@scottish.parliament.uk)> wrote:

Nanette

Many thanks. Grateful if you could confirm how long this arrangement has been in place.

**From:** Milne N (Nanette), MSP  
**Sent:** Thursday, May 15, 2014 11:12 AM  
**To:** Giulianotti J (Jackie)  
**Subject:** Re: [REDACTED]

Hi Jackie,

[REDACTED] I know you have spoken with [REDACTED] e the Kintore office, and I can confirm what he has said. I use the upstairs office for my Parliamentary work, and the Gordon Conservatives are in the ground floor office. We have an informal arrangement to let me see anyone who can't manage the stairs in the downstairs office (though that hasn't proved necessary so far). I also have access to the toilet and kitchen, both of which are on the ground floor.

I hope this answers your query.

Regards,

Nanette

Sent from my iPad

O

On 8 May 2014, at 14:10, "Giulianotti J (Jackie)"  
<[Jackie.Giulianotti@scottish.parliament.uk](mailto:Jackie.Giulianotti@scottish.parliament.uk)> wrote:





## Giulianotti J (Jackie)

---

**From:** Giulianotti J (Jackie)  
**Sent:** 10 March 2008 14:12  
**To:** Johnstone A (Alexander), MSP  
**Subject:** RE: Letter of Agreement - 7 Northern Road, Kintour

**Sensitivity:** Confidential

Dear Alex

Many thanks for providing further background information. I will arrange to have the rental payments made.

Jackie

-----Original Message-----

**From:** Walls L (Lindsey) **On Behalf Of** Johnstone A (Alexander), MSP  
**Sent:** Thursday, March 06, 2008 4:01 PM  
**To:** Giulianotti J (Jackie)  
**Subject:** RE: Letter of Agreement - 7 Northern Road, Kintour  
**Sensitivity:** Confidential

Dear Jackie

Thanks for your e-mail regarding the Letter of Agreement for 7 Northern Road, Kintore.

The reason for the rent not being proportional to the floor area is that the downstairs area which we have agreed to use is a full height office with kitchen and toilet facilities provided and the upstairs part of the office, which has been retained by the Conservative Association, is of very limited usability due to the sloping ceiling under the eaves and the presence of a water tank which further limits its usability.

It should be noted that the vast majority of power used for heating, lighting and running office equipment would also be associated with the activities in pursuit of Scottish Parliament responsibilities.

I hope this is an appropriate explanation as to how we have arrived at an accurate rental value for the ground floor accommodation at 7 Northern Road, Kintore.

Alex Johnstone MSP  
North East Scotland

-----Original Message-----

**From:** Giulianotti J (Jackie)  
**Sent:** Tuesday, March 04, 2008 9:50 AM  
**To:** Johnstone A (Alexander), MSP; Miine N (Nanette), MSP  
**Subject:** Letter of Agreement - 7 Northern Road, Kintour  
**Sensitivity:** Confidential

Dear Alex and Nanette

Many thanks for letting me have a copy of the above listed

agreement and the independent valuation of the property. I note the annual rent due, including all running costs, for your office is £3,960 and the rental valuation, again including all running costs, is £4,300 for the whole of the premises.

From your agreement it would appear that you occupy the ground floor with an area of 176 square feet. On the basis of the valuation the expectation would be that your rental would be set at £2,288. Grateful if you could advise whether there are an additional factors that I am unaware of that would account for the difference in the valuation costs and the rent being charged.

Happy to discuss.

Jackie

**Tracking:**

**Recipient**

Johnstone A (Alexander), MSP

**Delivery**

Delivered: 10/03/2008 14:12

## Aitken R (Ruth)

---

**From:** Aitken R (Ruth)  
**Sent:** 10 February 2011 11:02  
**To:** Johnstone A (Alexander), MSP; Milne N (Nanette), MSP  
**Subject:** Office Lease

Alex/Nanette

On checking our records I note that your lease agreement for your office at 265a High Street, Arbroath is up to 5 May 2011 and the next quarterly rental payment is due on 1 May 2011.

Therefore I should be grateful if you could please contact your landlord to provide details of the pro-rata rental payment due for the period 1 to 5 May 2011 accordingly to enable the correct payment to be released on 1 May 2011. (I have calculated this to be approx £41.10 each).

If you are re-elected and it is your intention to continue the lease after the election we would require this in writing from your landlord advising the period of the extension to the lease and whether this would be on the same terms as the original, to enable the correct payment to be released from 6 May 2011 accordingly.

Please do not hesitate to contact me should you wish to discuss further.

Kind Regards

Ruth

Ruth Aitken  
Allowances Manager  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial): 0131 34 86659  
Calls via RNID Typetalk: 18001 0131 34 86659  
Fax: 0131 34 86611  
Email: [ruth.aitken@scottish.parliament.uk](mailto:ruth.aitken@scottish.parliament.uk)



Message

**Giulianotti J (Jackie)**

**From:** Giulianotti J (Jackie)  
**Sent:** 18 January 2008 13:40  
**To:** Johnstone A (Alexander), MSP  
**Subject:** Office - 7 Northern Road, Kintore

Tracking:	Recipient	Delivery	Read
	Johnstone A (Alexander), MSP	Delivered: 18/01/2008 13:40	Read: 18/01/2008 14:24

Alex

\_\_\_\_\_ has now provided me with a copy of the proposed lease agreement for the above listed office.

There are a couple of points I would suggest be addressed in the agreement these are as follows:-

- Utility, rates and running costs - who is responsible for meeting such costs or are these included in the monthly rent? ✓
- The rent period will require to commence 4th May as David already ran the second office up to and including the 3rd May; ✓
- If you are sharing the property with the party the agreement should specify the area to be occupied by Nanette and yourself preferably with a plan ( this can be a rough hand drawing); ✓
- We would also look for an independent rent evaluation as you are renting from the party.

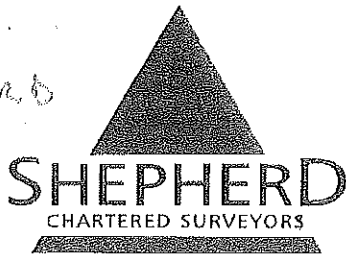
Hope this is helpful but if you have any questions please give me a call.

Jackie Giulianotti  
 Allowances Office  
 The Scottish Parliament  
 Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
 Calls via RNID Typetalk : 18001 0131 34 86609  
 Fax : 0131 348 6611  
 Email: jackie.giulianotti@scottish.parliament.uk



F.Z.A.G.  
RICHARD



CHECKED  
19 JUN 2008  
AO RECEIVED

J & E Shepherd • Chartered Surveyors • Willow House • Stoneyfield Business Park • Inverness IV2 7PA Tel 01463 712239 • Fax 01463 710325  
• E-Mail:- [inverness@shepherd.co.uk](mailto:inverness@shepherd.co.uk) •

25<sup>th</sup> February 2008

Our Ref: \_\_\_\_\_

Partners  
George P Brewster FRICS  
John Bankhead MRICS  
Ian J Fergusson BSc MRICS  
Ian W Cameron MRICS  
Christopher J Grinyer BSc MRICS  
Paul D Letley FRICS  
Murray Smith MRICS  
David B Ferguson MRICS  
Gerry McCloskey Dip Prop Inv MRICS  
J Malcolm Hunter MRICS  
Kevin I Angus MRICS  
James M McIntyre BSc MRICS  
Paul Taylor MRICS  
Ian Hamon BSc (Hons) MIE MRICS

James Stewart MRICS IRRV  
Jason Begg MRICS  
Craig Brown BSc MRICS  
Michael Horne BSc MRICS  
Darren Lewis BSc (Hons) MRICS  
Ewan Sparks BSc MRICS  
Graeme Stewart Dip Surv MRICS  
Alan Edgar, BSc MRICS  
Steve Bamett BLE MRICS  
Niall Gunn MRICS  
Neil Thomson MRICS  
Martin Waite MRICS  
Adrian Stott MRICS  
Lachlan G R MacFarlane BSc MRICS

Consultants  
Stephen P Buchanan BSc FRICS  
John J Dougan BSc MRICS  
David I Tait FRICS  
Alan E Smith FRICS  
Associate  
Gordon Peawright BSc MRICS

Dear \_\_\_\_\_

**SNP Moray Constituency  
9 Wards Road, Elgin, IV30 1NL**

We refer to your recent instructions and confirm we have carried out an inspection of the subjects at the above address to advise as to their fair market rent. We would report as follows:

**LOCATION**

The subjects are situated on the south side of Wards Road adjacent to the main Inverness/Aberdeen railway line on the southern periphery of Old Elgin.

Elgin is a prosperous market town located approximately 55 miles north west of Aberdeen and 35 miles east of Inverness. The town has a resident population of approximately 21,000 and an estimated catchment of approximately 87,000.

**DESCRIPTION**

The subjects comprise single storey detached commercial premises which have been altered in the past to provide office accommodation. The exact age of construction has not been confirmed.

The main building would appear to be of concrete blockwork construction with a part fyfestone and part timber clad frontage. The west most elevation is clad with profile metal sheeting. The roof is of pitched ridged design comprising steel trusses and steel purlins clad with insulated profile metal sheeting. The single storey south projection is consistent with being of cavity concrete blockwork construction rendered externally with a flat mineral felt clad roof.

Internally the premises have been fitted for the purpose of providing office accommodation and comprise office space, kitchen, stores and toilet facilities.

In general terms the flooring is of suspended timber design with fitted carpets and vinyl finishes. Walls and ceilings are predominately plasterboard lined with areas plastered and the rear stores comprising exposed blockwork. Windows comprise timber framed single and double glazed casement units. Artificial lighting is provided by florescent and pendant light fittings.

OFFICES AT:  
ABERDEEN 01224 640857  
AYR 01252 267987  
CAMBRIDGE 01236 436561  
CUMBERNAULD 01236 861236  
DUMFRIES 01382 264133  
DUNDEE 01382 200454  
DUNFERMLINE 01383 722337

EAST KILBRIDE 01355 249535  
EDINBURGH 0131 225 1234  
FALKIRK 01324 638999  
GLASGOW 0141 353 2080  
GLASGOW 0141 353 2080  
GREENOCK 01475 730717

PROPERTY MANAGEMENT 01382 322005



ENGLAND/WALES SURVEY CENTRE 01159512520

HAMILTON 01698 897546  
INVERNESS 01463 712239  
KILMARNOCK 01563 520318  
KIRKCALDY 01592 205442  
LYNNGSTON 01586 416777  
MONTROSE 01474 676768  
MOTHERWELL 01698 253229

MUSSELBURGH 0131 653 3456  
PAISLEY 0141 889 8334  
PERTH 01738 630183  
PETERHEAD 01729 470766  
ST ANDREWS 01334 477773  
SALTCROFTS 01294 464228  
STIRLING 01786 450438

There is a single pedestrian door to the front elevation with a large timber door giving vehicular access to the rear storage area together with a fire exit door.

## ACCOMMODATION

The accommodation and floor areas provided within the property can be summarised as follows:

Ground Floor		
Entrance/Waiting Area, Reception Office, Main Secretarial Office, Private Office, Office/Meeting Room, Kitchen, Toilet Facilities, Store Room and Storage Area.	111.01 m <sup>2</sup>	1,195 ft <sup>2</sup>

The foregoing areas have been calculated on a gross internal area basis in accordance with the Code of Measuring Practice (Sixth Edition).

## CONDITION

It was not our remit to provide a detailed report upon the structure and fabric of the property and accordingly our inspection was undertaken in a like manner. The general condition of the property appears consistent with its age and construction although some works of repair and maintenance are required. Elements of the property are ageing and would benefit from attention.

We would point out that the mineral felt roof covering will have a limited life and repairs/renewals can be anticipated.

This report constitutes a valuation and not a building survey. Comments, if any, on the physical condition of the foundations, walls, floors, ceilings, roof or roof voids, roof coverings, chimneys, gutters, drains, pipes, tanks and services etc., must be read in this context. If any further information is required a separate survey with respect to these items or to other parts of the property related thereto must be specifically instructed in writing. Woodwork or other parts of the property, which were covered, unexposed or inaccessible, have not been inspected and we are therefore unable to report that such parts of the property are free from rot, beetle or other defects.

## SERVICES

The subjects benefit from main supplies of water and electricity whilst drainage is assumed to be to the main public sewer.

There is an electric heating system comprising storage and panel convector heaters.

None of the systems, circuits, services or inventory have been checked or tested for the purpose of this report.

## TENURE

The subjects are held under heritable tenure.





## VALUATION

The valuation of the property has been prepared in accordance with the Appraisal & Valuation Standards as published by the Royal Institution of Chartered Surveyors to determine market rent with vacant possession.

**Market rent** is an opinion of the estimated amount for which the property or space within a property should let on the date of valuation, assuming:

- a willing lessor and a willing lessee;
- that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the rent and other lease terms and for the completion of the letting;
- the transaction is an arm's-length transaction between parties who do not have a particular or special relationship which may bring about a rent level uncharacteristic of the market;
- that no account is taken of any additional bid by a prospective tenant with a special interest;
- that both parties to the transaction had acted knowledgeably, prudently and without compulsion; and
- appropriate lease terms for a letting of the type and class of the subject property.

We are of the opinion that the current market rent of the premises, on the basis of the existing lease, may be fairly stated as being in the sum of **ELEVEN THOUSAND POUNDS (£11,000) STERLING per annum**.

The above mentioned valuation figure makes no allowance for any effect on value of the imposition of Value Added Tax on some property transactions.

## CONFIDENTIALITY

This report is confidential to the Client for the specific purpose to which it refers. It may be disclosed to other professional advisers assisting the Client in respect of that purpose, but the Client shall not disclose the report to any other person. Should any further information be necessary a separate survey with respect to these items or to the other parts of the property related thereto must be instructed in writing.

We trust this letter meets with your requirements but if we can be of any further assistance, please do not hesitate to contact us.

Yours sincerely

Associate  
Per pro J & E Shepherd, Chartered Surveyors



(Scome)  
(1st)

**Aitken R (Ruth)**

---

**From:** Fraser M (Murdo), MSP  
**Sent:** 06 December 2011 14:23  
**To:** Aitken R (Ruth)  
**Cc:** Smith E (Elizabeth), MSP  
**Subject:** RE: Regional Office - Perth Airport

Ruth,

Thanks for this. I have just signed off the draft of the Stirling office lease so we should get this signed shortly and will get a copy to you.

Kind regards,

Murdo

-----Original Message-----

**From:** Aitken R (Ruth)  
**Sent:** Tuesday, December 06, 2011 9:58 AM  
**To:** Fraser M (Murdo), MSP  
**Cc:** Smith E (Elizabeth), MSP  
**Subject:** Regional Office - Perth Airport

Dear Murdo

Thank you for your letter dated 23 November 2011 and attached completed sub-lease for the regional office at the Control Tower, Perth Airport.

I have set up monthly rental payments of £112.50 each for both Elizabeth Smith, MSP and yourself charged against your Office Cost Provisions. These have been backdated to the commencement date of 18th October 2011 accordingly.

Also I note from our records that we have not yet received a copy of the completed sub-lease for the regional office in Stirling (we have the rent valuation report in relation to this office). Therefore I should be grateful if you could please forward the sub-lease to enable rental payments etc to be set up accordingly.

Thank you for your assistance in this matter.

Kind Regards

Ruth

Ruth Aitken  
Allowances Manager  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial): 0131 34 86659

Calls via RNID Typetalk: 18001 0131 34 86659

Fax: 0131 34 86611

Email: [ruth.aitken@scottish.parliament.uk](mailto:ruth.aitken@scottish.parliament.uk)

M. Fraser + L. Smith

**Aitken R (Ruth)**

---

**From:** Giulianotti J (Jackie)  
**Sent:** 21 October 2011 11:16  
**To:** Fraser M (Murdo), MSP  
**Cc:** Smith E (Elizabeth), MSP; Aitken R (Ruth)  
**Subject:** RE: Mid Scotland & Fife Regional Office

Murdo

Many thanks. I can confirm that I am content.

Jackie

---

**From:** Fraser M (Murdo), MSP  
**Sent:** Friday, October 21, 2011 10:30 AM  
**To:** Giulianotti J (Jackie)  
**Cc:** Smith E (Elizabeth), MSP; Aitken R (Ruth)  
**Subject:** RE: Mid Scotland & Fife Regional Office

Dear Jackie,

Thanks for your message.

I asked the landlord to go back and calculate the percentage of rates etc. He has done a recalculation which is shown on the attached spreadsheet and is based on the proportion of floor area that the office bears to the whole larger property less the common areas. This reduces the proportion payable to 29%.

If you can confirm that you are content with this I will go back and ask for a lease to be drawn up/

Best wishes,

Murdo

---

**From:** Giulianotti J (Jackie)  
**Sent:** 18 October 2011 10:52  
**To:** Fraser M (Murdo), MSP  
**Cc:** Smith E (Elizabeth), MSP; Aitken R (Ruth)  
**Subject:** Mid Scotland & Fife Regional Office

Murdo

Many thanks for your letter of 10<sup>th</sup> October enclosing the rental valuation of your office in Stirling.

In terms of the rates to be charged I note that the apportionment proposed by your landlord is 35% of the total rates payable. I would be grateful if you could provide details and documentation as to how this % was determined. Our expectation would be that the % would be based on the office floor space of room 3 in relation to the whole property.

With regard to the utility bills we would be happy to meet a % of the total bill with this % being the same as the % applied to the rates. We would not wish the rates and utility costs to be included in

the rental payment. For audit purposes we would require invoices to be raised by your landlord with a copy of the original bill attached to support the amount be invoiced.

The lease should detail what you are liable to meet and the specific % of any shared costs and the fact that such costs will be invoiced separately.

Hope this is helpful but as always I would be happy to discuss.

Jackie Giulianotti  
Allowances Office  
The Scottish Parliament  
Edinburgh EH99 1SP

Telephone (Direct Dial) : 0131 34 86609  
Calls via RNID Typetalk : 18001 0131 34 86609  
Fax : 0131 348 6611  
Email: [jackie.giulianotti@scottish.parliament.uk](mailto:jackie.giulianotti@scottish.parliament.uk)



The  
**Scottish  
Parliament**

AD RECEIVED

13 OCT 2011

CHECKED

*Stirling*

**MURDO FRASER MSP**  
Mid Scotland & Fife

Jackie Giulianotti  
Head of Allowances  
The Scottish Parliament  
Edinburgh  
EH99 1SP

Monday, 10 October 2011

*Dear Jackie,*

**Mid Scotland & Fife Regional Office**

I am writing on behalf of Elizabeth Smith and myself in relation to the proposed Regional Office in Stirling.

We have now obtained a valuation statement from DM Hall for the office in question (this is Room Three referred to in the enclosed valuation). The market rental is in the sum of £3800 exclusive of rates and utilities.

Unfortunately, the office is not separately rated. The landlords are proposing to apportion from the total Rates payable from the property 35% to the Regional Office. The total Rates properly charged per year, less the small business bonus, is £4632.75. This would make a proportion applicable to the Regional Office of £1621. This could be added to the rent.

In relation to utilities, unfortunately, electricity, gas and water are not separately rated. Again, the landlord is proposing apportioning 35% of the overall total costs of these, which would give additional annual charge of £670.

I would be grateful if you could let me know how you would prefer us to proceed. It may be that we simply agree an inclusive rent to include rates and a proportion of utilities by aggregating the above sums, but I would require to discuss this further with the landlords.

I look forward to hearing from you.

Yours sincerely

**Murdo Fraser MSP**  
*Member for Mid Scotland & Fife (Scottish Conservatives)*

The Scottish Parliament  
Edinburgh EH99 1SP  
Tel: 0131 348 5646 Fax: 0131 348 5933  
murdo.fraser.msp@scottish.parliament.uk www.conservativemsp.com

17 Melville Terrace, STIRLING, FK8 2NQ  
LP-16 STIRLING  
Tel: 01786 475785 Fax: 01786 450406



www.dmhall.co.uk

22 August 2011

Stirling Conservative and Unionist Association  
2 Southfield Crescent  
STIRLING  
FK8 2JQ.



chartered surveyors

Our Ref.:

Your Ref.:

Dear Sir

### VALUATION STATEMENT

In accordance with your instructions, we have carried out our relevant enquiries in order to advise as to our opinions of value on the required basis. Our report is prepared in accordance with the Conditions of Engagement for the Valuation and Appraisal of Commercial Land and Buildings, a copy of which is appended hereto subject to the caveat that as requested, this update valuation has been carried out on a desk top basis. Accordingly we have not carried out a further inspection of the property since the date of our original inspection.

inspected the subjects on 10<sup>th</sup> August 2011.

We would confirm that we do not have a conflict of interest in accepting these instructions and that we currently carry appropriate Professional Indemnity Insurance cover.

Having carried out our inspection and completed relevant enquiries, we would now report on our opinions and findings as follows:-

#### PROPERTY

Office Rooms 2 & 3, 6 Gladstone Place, Stirling, FK8 2NN

#### CLIENT

Stirling Conservative and Unionist Association

#### INTEREST

Heritable Feudal



Resident Partner: G.McCulloch Dip. Surv. MRICS

Senior Partner: KD.Jones BSc FRICS Managing Partner: WJ Knight FRICS

DM Hall LLP, a Limited Liability Partnership registered in Scotland with Registration number SO301144  
Registered office: 17 Corstorphine Road, Edinburgh, EH12 6DD

A full list of members can be obtained from the Head Office, 17 Corstorphine Road, Edinburgh, EH12 6DD; Tel: 0131 477 6006 Fax: 0131 625 6304

Aberdeen, Ayr, Cumbernauld, Dumfries, Dundee, Dumfries, Edinburgh, Elgin, Falkirk, Galashiels, Glasgow (North and South), Hamilton, Inverness, Inverurie, Irvine, Kilmarnock, Kirkcaldy, Livingston, Musselburgh, Oban, Paisley, Perth, Peterhead, Stirling, Wick.



**DATE OF VALUATION**10<sup>th</sup> August 2011**RENTAL VALUES****1. Market Rental Value - Room 2**

In the order of £2,500 (Two Thousand Five Hundred Pounds) per annum exclusive

**2. Market Rental Value - Room 3**

In the order of £3,800 (Three Thousand Eight Hundred Pounds) per annum exclusive

Our aforementioned opinions of value are based on the assumption that the subjects would be let on normal, full repairing and insuring terms with the tenant having full, clear and unrestricted use/access to shared kitchen and toilet facilities.

We are advised that a full valuation report is not required at this time with this abbreviated, statement report having been prepared in accordance with your specific instructions.


We would ask you to note that our aforementioned opinions of value pre suppose the following:-

1. That clear Title is available.
2. That there are no significant outstanding statutory issues to be attended to.
3. That any lease would be framed on normal, full repairing and insuring terms.
4. That each tenant would have the benefit of unrestricted access/use of common kitchen and toilet facilities.
5. That all utility bills would be re-charged to each tenant on an appropriate, pro rata basis.

We trust that this abbreviated statement report proves to be sufficient for your present purposes, covering all relevant issues at this time. Should a full valuation become necessary however then we would be happy to supply this at a later date following confirmation of appropriate additional fees.

In the meantime should you wish to discuss any matters raised then please do not hesitate to contact us.

Yours faithfully

  
**ASSOCIATE  
FOR DM HALL LLP**



Gowrie House, 52 Tay Street, PERTH, PH1 5TR  
LP-24 PERTH  
Tel: 01738 562100 Fax: 01738 562109



www.dmhall.co.uk

18<sup>th</sup> July 2011

Mr Murdo Fraser MSP & Ms Elizabeth Smith MSP  
North Perthshire Conservatives  
The Control Tower  
Scone Airport  
Scone  
PH2 6PL



Our Ref.:

Your Ref.:

Dear Sir/Madam

**Valuation Certificate**

In accordance with your recent instructions, we have inspected the undernoted premises in order to advise as to our opinion of value on the required basis. We have provided the valuation required, this has been determined in accordance with the conditions of engagement for the valuation and appraisal of commercial land and buildings, a copy of which is appended to this letter.

inspected the property on 11<sup>th</sup> July 2011.

We would confirm that we do not have a conflict of interest in accepting these instructions and that we carry appropriate professional indemnity insurance cover.

Having carried out our inspection and completed the relevant enquiries, we would now report on our opinions and findings as follows:-

**Property**

Ground Floor Office, The Control Tower, Scone Airport, Scone, PH2 6PL

**Client**

North Perthshire Conservatives

**Interest**

Leasehold

**Date of Valuation**

11<sup>th</sup> July 2011



Resident Partner: T Laurie BSc MRICS

Senior Partner: KD Jones BSc FRICS Managing Partner: WJ Knight FRICS

DM Hall LLP, a Limited Liability Partnership registered in Scotland with Registration number SO301144  
Registered office: 17 Corstorphine Road, Edinburgh, EH12 6DD

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Aberdeen, Ayr, Cumbernauld, Dumfries, Dundee, Dunfermline, Edinburgh, Elgin, Falkirk, Galashiels, Glasgow (North and South) Hamilton, Inverness, Inverurie, Irvine, Kilmarnock, Kirkcaldy, Livingston, Musselburgh, Oban, Paisley, Perth, Peterhead, Stirling, Wick.

Letter/Jan 07

We understand that a detailed report and valuation is not required for your present purpose and we trust that this Certificate of Valuation is sufficient.

In summary, the subjects comprise a ground floor office located within the Control Tower within Scone Airport. Surrounding properties within the airport are a mix of commercial buildings with a variety of occupiers, including other office users, an auction house, hairdresser and restaurant.

The office is occupied on a serviced accommodation basis and is within a suite of three offices currently occupied by North Perthshire Conservatives. Other occupiers within the Control Tower include the Game Conservancy Trust and Carewatch Care Services. Each office shares the toilet and kitchen facilities located in the ground floor of the building.

There is a shared tarmaced car parking area to the front of the property providing ample parking.

The premises are contained on the ground floor of a part single storey, part two storey building incorporating the control tower, being of traditional construction under a pitched slate roof. Internally, the office comprises good quality accommodation having a suspended timber floor, plasterboard lined walls with a plastered ceiling incorporating a fluorescent light fitting. The windows are of uPVC and double glazed and the heating is provided by electric storage heaters.

The total internal area of the office extends to 14.63 sq m (157 sq ft).

The office is occupied as one of a suite of three offices. It is understood that an apportionment of the rent for the single office is required.

The offices are occupied under a lease agreement and whilst we have not received a copy, we understand that the rent paid includes a share of the car park outside. The rent also covers all light, heat and the business rates for the premises. The telephone line is paid by the Tenant on a separate agreement.

We have not carried out a structure survey of the premises, neither have we inspected woodwork or other parts of the structure which were covered, unexposed and inaccessible. The property inspection was of a superficial nature to serve only the purpose of providing a valuation report and we do not attempt to provide a detailed list of dilapidation and maintenance/repair works. Should further comment be required in this connection, it would be necessary to instruct one of our Building Surveyors to inspect and report thereafter.

Within the limitations of our inspection, the premises were found to be in fair repair consistent with age, use and type. A further repair/maintenance programme should be adopted and budgeted for. Internally, the property is suitably fitted out in connection with its office use.

The suite of offices are occupied under a standard commercial lease at a rental of £8,500 per annum. We have not been provided with any copy lease documentation and have assumed that the lease is structured on standard commercial terms.

We confirm that we are of the opinion that the current Market Value of the premises on the required basis can be fairly stated as follows:-

1. Market Rental Value of the single office, reflecting the current occupational lease.

TWO THOUSAND SEVEN HUNDRED POUNDS (£2,700) STERLING

Should any of the assumptions contained within this Certificate of Valuation prove incorrect, we reserve the right to reconsider our opinions of value if appropriate.

If you require any additional information, then please do not hesitate to contact us.

Yours faithfully

For DM Hall LLP

**APPENDIX 1**  
**SCHEDULE OF PHOTOGRAPHS**

