

ASSIGNATION

Between

Dornoch Area Community Council

and

The Dornoch Trust

with consent by

The Highland Council

Property:

**Play Park
Dornoch Beach Road
DORNOCH**

ASSIGNATION

between

Catherine Anne MacAngus residing at 9 Stafford Road, Dornoch IV25 3LN, **Antony Hope** residing at St Michaels, Station Road, Dornoch IV25 3PG and **Angela Jane Banks** residing at 1 Elizabeth Crescent, Dornoch IV25 3NN in their respective capacities as Chairperson, Treasurer and Vice Chairperson and as such appointed Office Bearers of Dornoch Area Community Council (erroneously referred to as "Dornoch Community Council" in the Lease of as hereinafter defined ("**Assignor**")

and

The Dornoch Trust, a Scottish charitable incorporated organisation (number SC051210), of Whinhill, Dornoch, Sutherland, IV25 3RW ("**Assignee**")

and

WHEREAS:

- (A) The Landlord is the landlord under the Lease;
- (B) The Assignor is the tenant under the Lease;
- (C) The Parties have agreed that the Assignor will assign, and the Assignee will accept an assignation of, the tenant's interest under the Lease with effect from the Date of Entry.

IT IS AGREED by the Parties as follows:

1. Definitions

In this deed:-

"**Assignment**" means this Assignment;

"**Business Day**" means a day on which clearing banks in Edinburgh, Glasgow and London are open for normal business;

"**Date of Entry**" means 6th March 2024 notwithstanding the date or dates hereof ;

"**Landlord**" means **The Highland Council** incorporated under the Local Government etcetera (Scotland) Act 1994 of Council Buildings, Glenurquhart Road, Inverness IV3 5NX and includes where the context so requires its successors as Landlord under the Lease;

"**Lease**" means the (1) the Lease of the Property between The Highland Council and Dornoch Area Community Council dated 20th December 2017 and 22nd December 2017;

"**Parties**" means the Assignor and the Assignee;

"**Property**" means ALL and WHOLE Play Park, Dornoch Beach Road, Dornoch, Sutherland being the subjects more particularly described in the Lease;

2. Assignment

- 2.1 The Assignor for no consideration assigns to the Assignee the tenant's interest under the Lease of the Property with entry on the Date of Entry.

3. Assignee's Obligations

The Assignee will pay to the Landlord the whole rents and others stipulated in the Lease to be paid by the tenant and will perform, implement and observe the whole other terms, conditions and obligations contained in the Lease so far as incumbent on the tenant under the Lease and whether arising prior to, on or after the Date of Entry until the expiry or otherwise termination of the Lease.

4. Assignor's Obligations

The Assignor will free and relieve the Assignee of the whole rents and other sums stipulated in the Lease to be paid by the tenant prior to the Date of Entry in terms of the Lease.

5. Costs

- 5.1 Each of the Parties will bear its own costs and expenses in connection with this Assignment.
- 5.2 The Assignor will be responsible for any Land and Buildings Transaction Tax (if any) due in respect of the Lease on or prior to the Date of Entry.
- 5.3 The Assignee will be responsible for any Land and Buildings Transaction Tax (if any) chargeable on this assignment
- 5.4 The Assignee will pay within five Business Days after written demand the costs of registering this Assignment in the Books of Council and Session and obtaining three extracts (one for the Assignor, one for the Assignee and one for the Landlord).

6. Contract (Third Party Rights) (Scotland) Act 2017

This Assignment does not create any rights in favour of third parties under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce or otherwise invoke any provision of this Assignment.

7. Warrantice/Possession

The Assignor grants warrantice and gives to the Assignee vacant possession of the Property with effect from the Date of Entry.

8. Consent to Assignment

The Landlord consents to the Assignment as evidenced by their execution hereto.

9. Consent to Registration

The Parties consent to the registration of this Assignment for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and preceding two pages are executed by Assignor, Assignee and Landlord as follows:-

1/31
.....
Date

1/DORNOCH
.....
Place

Angus Murray
.....
Witness Signature

ANGUS PATRICK MURRAY
.....
Witness Full Name

BALLOAN HOUSE,
DORNOCH, IV25 3HS
.....
Address

C Macangus
.....
Catherine Anne MacAngus

.....
Antony Hope

[Signature]
.....
Angela Jane Banks

.....
Signature of Dornoch Area Community Council

C Macangus
.....
Signature of Dornoch Area Community Council adhibited by

CATHERINE ANNE MACANGUS

Angus Murray

 Date *14/3/2024*

 Place *DORNOCH*

 Witness Signature *Angus Murray*

 Witness Full Name *ANGUS PATRICK MURRAY*

 Address *BALLAN HOUSE*
DORNOCH, IV25 3HS

.....
 Date *12/03/2024*

 Place *Inverness*

 Witness Signature

 Witness Full Name
 Address.....

Jerry Bishop


 Assigned Authorised Signatory

 JERRY BISHOP

 Full name of Authorised Signatory

 TREASURER - DORNOCH TRUST

 Designation of Authorised Signatory

 Sealed with the Common Seal of The Highland Council

 Landlord Authorised Signatory

Emma Anne Linn

 Full name of Authorised Signatory

 Principal Solicitor

 Designation of Authorised Signatory