

## AGREEMENT

between

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH,  
incorporated under the Universities (Scotland) Acts  
(Hereinafter called 'the University', which expression  
shall include all persons deriving title from them where  
the context so requires or admits)

### OF THE FIRST PART

and

THE EDINBURGH UNIVERSITY STUDENTS' ASSOCIATION  
formed with effect from First July 1973 by the Association  
of

- (a) The Edinburgh University Union, otherwise known as  
Teviot Row Union, (founded 1889 and until 1972 being  
exclusively a Men's Union)
- (b) The Edinburgh University Chambers Street Union,  
formed in 1971 on the admission of men to the  
Edinburgh University Women's Union (founded  
1905)
- (c) The Students Representative Council of the University  
of Edinburgh (founded 1884)

and constituted under Laws approved by the University from  
time to time (hereinafter referred to as 'the Association'  
which expression shall include all persons deriving title  
from them where the context so requires or admits)

### OF THE SECOND PART

CONSIDERING that the University are owners of the buildings occupied by the Association and known as (1) Teviot Row House (which formerly belonged to Edinburgh University Union, having been built for them by the said Students' Representative Council, but was pursuant to the Agreement between Edinburgh University Union of the First Part, the University of Edinburgh of the Second Part and Sir John Livingston Sommerville and others as Trustees therein mentioned of the Third Part dated Eleventh October and subsequent dates all in the year Nineteen hundred and sixty one, transferred to the University's ownership), and (2) Chambers Street House at 16 Chambers Street (occupied since 1964 by the said Edinburgh University Women's Union who had formerly occupied premises from 1905 to 1920 at the corner of Bristo Street and Lothian Street and from 1920 to 1964 had occupied University property at 52-54 George Square):

FURTHER CONSIDERING that the University is in course of developing a complex of buildings as a Student Centre of which Phases I and III have been completed, and other Phases have still to be commenced;

FURTHER CONSIDERING that certain accommodation has been provided for the Association in Phase III and that in the circumstances it has been deemed desirable to specify the terms and conditions governing the Association's use of said buildings occupied or to be occupied by it: ..../

NOW THEREFORE, and without prejudice to such subsequent Agreement or Agreements as may be made between the University and the Association in respect of accommodation to be provided for the Association in future Phases of the Student Centre, IT IS AGREED as follows:

#### FIRST

##### Buildings to be occupied

The Association will occupy and be responsible for the management of the following buildings, the ownership of which will remain vested in the University:

- (a) Teviot Row House
- (b) Chambers Street House
- (c) The Student Centre, excluding the University Health Centre, the Chaplaincy Centre, the University Settlement, the Royal Medical Society premises, the Bank of Scotland Office, the Travel Office and the Catering areas in Phase I, said Catering areas consisting of kitchen and ancillary areas on the ground floor; the refectory, servery, dish washing area and offices on the first floor; and the coffee lounge, servery and coffee service counter on the second floor,

all of which are hereinafter called 'the subjects'.

#### SECOND

##### Normal use of Buildings

- (i) The Association shall occupy the subjects for the purpose only of carrying on the business of the Association as provided in the above mentioned Laws.
- (ii) The Association shall not assign its rights under this Agreement nor let or sub-let the whole or any part of the subjects without the prior written consent of the University which consent shall only be withheld when the University considers its interests would be adversely affected
- (iii) In respect of leases or sub-leases of any part of the subjects for periods of less than one month, provided such leases or sub-leases are granted in favour of parties and on conditions generally similar to those which have been granted prior to the commencement of this Agreement, the consent of the University shall be deemed to have been granted if the University shall not have intimated an objection within two days of notification by the Association, but declaring (first) that notification by the Association of all such leases or sub-leases shall be made at least four days before the commencement thereof and (second) the University shall have the sole right to decide whether any particular lease or sub-lease complies with the conditions specified in this sub-paragraph.

#### THIRD

##### Use in Vacations

The University will be entitled at any time (including term time) to apply to the Association for use of the subjects in which, however, the requirements of the Association will always take priority.

#### FOURTH

##### Restricted use of concourse in Student Centre

The concourse in the Student Centre is designed only for user circulation and will not be used by the University or by the Association for any other purpose, including a meeting or assembly of any kind.

#### FIFTH

##### University's Obligations

The University hereby bind and oblige themselves

..... /

- (1) To pay all rates, taxes, charges, duties, assessments, outgoings and impositions whatsoever, parliamentary, parochial, local or otherwise, which shall be payable in respect of the subjects or any part thereof, but that only for so long as the University may be supported by way of Treasury Grant or other State resources covering rates and other charges on its heritable property.
- (2) To keep the whole subjects wind and water tight and generally execute all external maintenance work; and more particularly, but without prejudice to the generality, to repair and maintain in sound condition and renew and reinstate where necessary the roofs, exterior and load-bearing walls, entrances and exits, and such internal passages and stairways as are common to the subjects and those excepted premises specified in Clause First (c) hereof, and also such fittings and fixtures in the whole subjects as shall be necessary to enable the Association properly to occupy and enjoy the subjects, including particularly, but without prejudice to the generality, the gutters, rhones, sewers, drains, soil, water and other pipes, water tanks and electricity wires, connections and transmitters common to and serving the subjects, provided that the University shall only be bound to carry out such repairs and maintenance as arise from normal usage and fair wear and tear.
- (3) To maintain the external grounds pertaining to said subjects.
- (4) To provide adequate equipment and facilities for the disposal of refuse from the subjects.
- (5) To insure and keep insured the said subjects and all erections and fixtures therein and thereon belonging to them against fire and such other risks as the University may from time to time determine to the full value thereof.

## SIXTH

### Association's Obligations

The Association hereby bind and oblige themselves:

- (1) To meet the cost of (a) all steam, electricity and gas consumed by the Association on the subjects, said consumption to be determined by meter where practicable, otherwise as may be determined by the University Master of Works, and (b) all rental and call charges in respect of telephones installed within the subjects.
- (2) Well and substantially to maintain, repair, decorate, cleanse, glaze and paint and at all times during the currency of this Agreement to keep in good and substantial repair the subjects and all additions thereto and the fittings and fixtures therein belonging to the University other than those items for which the University is responsible in terms of Clause Fifth (2) hereof, it being understood that specifications for all major repairs or other major works effected by the Association shall be prepared in consultation with the University Master of Works and no such repairs or works shall be commenced until the said Master of Works shall have approved of the same in all respects including the choice of contractors.
- (3) To take out such additional insurances in respect of the subjects or any part thereof as may be directed by the University in respect of contingencies for which coverage is not afforded by the University's insurance.
- (4) To provide (in so far as not already provided), maintain repair and replace all furniture within the subjects, and in particular to maintain, repair and replace the furniture within the Student Centre which has been provided by the University as listed in the Appendix hereto and to hand back the same to the University if no longer required by the Association for use in the subjects.

.... /

(5) To permit the University or their Agents with or without workmen at all convenient hours in the day time and during normal business hours or at any time during an emergency to enter upon the subjects and every part thereof for the following purposes:

(a) to take a plan of or examine the state of repair and condition of the same;

(b) to carry out the repairs and others for which the University are responsible in terms of Clause Fifth (2) hereof and such structural alterations, if any, as may be agreed to by the Association;

(c) to take an Inventory of the University's fixtures and fittings and of all defects, decays and lack of repair there found for which the Association may be liable hereunder, and

(d) to give notice in writing to the Association by leaving the same at the subjects, to repair all such defects, decays and lack of repair and the Association shall be bound within three months next after every such notice as aforesaid has been given well and substantially to repair and make good all such defects, decays and lack of repair to the subjects for which the Association may be liable hereunder and at their expense.

(6) That if the Association shall at any time make default in the performance of any of the obligations herein contained relating to the repair or condition of the subjects or any part thereof to permit the University or their Agents and workmen to enter upon the subjects or any part thereof having given reasonable notice and at the expense of the Association to carry out such repairs, cleaning or decoration as may be necessary in accordance with the obligations and provisions herein contained and the costs and expenses thereof (including any Surveyors' or Agents' fees) shall be repaid by the Association to the University on demand.

(7) Not to do or omit or suffer to be done or omitted, any act, matter or thing whatsoever the doing or omission of which would make void or voidable the insurance of erections and buildings for the time being erected and forming any part of the subjects or the University's fixtures and fittings therein, and if the Association be in breach of this condition they shall immediately take all necessary steps to have such act, matter or thing terminated, and to remove from the subjects all articles, materials or substances the introduction of which into the subjects may render any of the said insurances void or voidable.

(8) Not, without the previous consent in writing of the University nor except in accordance with plans and specifications previously submitted to, and approved by the University, to make any alteration addition or improvement whatsoever in, or to the subjects either externally or internally, or to make any alteration in the plan, external construction, or structure of the said buildings unless for the purpose of supplying and making good any defect therein or to do or suffer in or upon the subjects any wilful or voluntary waste or spoil.

(9) To observe and perform the provisions of the Offices, Shops and Railway Premises Act 1963 or any Act amending, repealing or re-enacting the same or any Regulations under any such Act in relation to the subjects or any part thereof whether imposed on the owner or the occupier thereof and to keep the University full and effectually indemnified against all claims, or demands whatsoever arising out of any contravention of the said Acts and Regulations.

(10) Not to affix or exhibit or permit to be affixed or exhibited to or on any part of the exterior of the subjects any advertisements, signs, posters, or placards unless previously approved in writing by the University (such approval not to be unreasonably withheld) nor to hang, place, deposit or expose outside any part of the said subjects any goods, articles or things for sale.

.... /

(11) Not to do or permit to be brought in or upon the subjects anything which may throw on them or the buildings thereof any weight or strain in excess of that which such premises are calculated to bear with due margin for safety or as would injure the structure, timbers or floors thereof.

(12) To comply with such regulations affecting the subjects as the University may from time to time make and intimate in writing to the Association and covering security arrangements, fire precautions, refuse disposal and other similar matters, and in particular at all times to permit the University Security and Fire Officers to have access to the subjects.

(13) To allow occupiers of other accommodation in the Student Centre unfettered access to their own premises by the separate passages, doors and others provided therefor.

(14) To abide by the Statutory Licencing Laws for the time being in force in regard to those parts of the subjects classified as Registered Premises.

(15) To comply at their own cost with any notice or order competently served on them under the provisions of the Planning or Buildings Acts or with any such order or notice competently served on the University in respect of the subjects, but which would have been served on the Association if they had been the owners thereof or tenants under a long lease, but declaring that if any such notice or order shall require structural alterations to the subjects such alterations shall be carried out by the University at their expense and declaring further that, if it appears to the Association that action to comply with any such order or notice, other than the carrying out of structural alterations, should equitably be taken by the University, the matter shall failing agreement be referred to arbitration as aftermentioned.

## EIGHTH

### Revocation of prior Agreements

This Agreement, in so far as incompatible with prior Agreements regarding the use of University premises by the Edinburgh University Union or any other organisation presently within the Association, supersedes any such prior Agreements.

## NINTH

### Termination Provisions

(1) It at any time the University shall decide that it is not practicable for the Association to continue to occupy the subjects or any part thereof, the University shall, subject to reasonable notice having been given and their providing equivalent accommodation on a site acceptable in respect of amenity, location, floor area, accessibility and quality, be entitled to require the Association to vacate the subjects or any part thereof.

(2) If at any time the Association shall find that it is not practicable for them to continue to occupy the subjects or any part thereof, they may submit a request to the University that they may be permitted to vacate the same, it being understood that (a) the University will not unreasonably refuse to accede to such a request, and (b) if reasonably practical and by mutual agreement the Association shall be provided by the University with suitable alternative equivalent accommodation.

(3) In the event of the University and the Association failing to agree on the acceptability of alternative accommodation the matter in dispute shall be referred to arbitration.

#### TENTH

The provisions of this Agreement relating to Chambers Street House will be subject to review when the University is able to offer the Association acceptable alternative accommodation in a later Phase of the Student Centre, and in either case if mutually agreed a supplementary Agreement will be executed modifying the relative provisions contained herein.

#### ELEVENTH

##### Evacuation of Subjects

In the event of termination of this Agreement in terms of Clause Tenth hereof the Association will peaceably surrender up to the University the subjects, all well and substantially repaired, painted and decorated in accordance with the obligations herein contained.

#### TWELFTH

##### Arbitration Provision

In the event of the University and the Association failing to agree on the interpretation of this Agreement or any part thereof, or failing to agree on any matters arising out of this Agreement, the matter in dispute shall be referred to an independent Arbiter mutually appointed, or failing Agreement, an Arbiter to be nominated by the Dean of the Faculty of Advocates. IN WITNESS WHEREOF these presents consisting of this and the six preceding pages, together with the Appendix on page Eighth are executed as follows: they are signed by Andrew Timothy Davies, Senior President and John Allan, Union President on behalf of the Edinburgh University Students' Association at Edinburgh on Twelfth August, Nineteen hundred and seventy six, before these witnesses, Mary Alexander, Thirty two Rankeillor Street, Edinburgh and James Brown, Four Forres Street, Edinburgh and they are sealed with the Seal of the University Court of the University of Edinburgh and signed on their behalf by James Robertson Graeme Wright, Member of the said University Court and Charles Helme Stewart, Secretary to the University at Edinburgh on the Nineteenth day of the month and year last mentioned.

SUPPLEMENTARY AGREEMENT

between

THE UNIVERSITY COURT OF THE  
UNIVERSITY OF EDINBURGH

and

THE EDINBURGH UNIVERSITY  
STUDENTS' ASSOCIATION

1982

Relative to Agreement dated  
12th and 19th August 1976

LINDSAYS WS

SUPPLEMENTARY AGREEMENT

between

THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH, incorporated under the Universities (Scotland) Acts (hereinafter called "the University", which expression shall include all persons deriving title from them where the context so requires or admits) Of the First Part

and

THE EDINBURGH UNIVERSITY STUDENTS' ASSOCIATION formed with effect from First July 1973 by the Association of

- (a) The Edinburgh University Union, otherwise known as Teviot Row Union, (founded 1889 and until 1972 being exclusively a Men's Union)
- (b) The Edinburgh University Chambers Street Union, formed in 1971 on the admission of men to the Edinburgh University Women's Union (founded 1905)
- (c) The Students' Representative Council of the University of Edinburgh (founded 1884)

and constituted under Laws approved by the University from time to time (hereinafter referred to as "the Association" which expression shall include all persons deriving title from them where the context so requires or admits) Of the Second Part

CONSIDERING that the University and the Association entered into an Agreement dated Twelfth and Nineteenth August Nineteen hundred and seventy six in order to govern the terms and conditions of the Association's use of certain buildings more particularly specified therein occupied by the Association: FURTHER CONSIDERING that it has been agreed between the University and the Association that certain further buildings shall henceforth be governed by the terms and conditions of said Agreement, NOW THEREFORE it is hereby agreed between the parties hereto as follows:-

ONE There shall be inserted in Clause First of said Agreement the following sub-paragraphs after the existing sub-paragraph (c):-

- "(d) The Societies Centre in the Pleasance, including the Theatre Block, Clinic Block and the accommodation <sup>in the Basement, Ground,</sup> on the first and second floor of the block between the Pleasance and the courtyard (66 The Pleasance).



(e) 1 and 1A Buccleuch Place. *Delete*

(f) The Bedlam Theatre, formerly known as the Chaplaincy Centre, on Forrest Road."

TWO Clause Second of said Agreement shall be amended by the deletion of the existing sub-paragraphs (ii) and (iii) and the insertion of the following sub-paragraphs in their place:-

"(ii) The Association shall not assign its rights under this Agreement nor let or sub-let the whole or any part of the subjects, nor hire out any room or rooms, for a period of more than one month, without the prior written consent of the University, which consent shall only be withheld when the University considers its interests would be adversely affected.

(iii) The Association shall not let, sub-let or hire out the whole or any part of the subjects to bodies which in its view are religious or political or to any other person, for use, in its view, for religious or political purposes of a public nature, other than the student societies recognised as such by the Students' Representative Council": IN WITNESS

WHEREOF these presents consisting of this and the preceding page are executed in duplicate as follows:- they are signed on behalf of The Edinburgh University Students' Association by Inogen Foulkes, Senior President and William Frederick Anthony Miles, Union President at Edinburgh on 11th January 1983 before these witnesses, Jennifer Gillies, 59 Forrest Road, Edinburgh and Janice Crawford, 39 Viewforth, Edinburgh, and they are sealed with the Common Seal of the said The University Court of The University of Edinburgh and signed on their behalf by Alexander John Crosby Member of the University Court and Alexander Monteith Currie, Secretary to The University at Edinburgh on Friday, 11th February, 1983.

*Alex J. Currie*  
Member of University Court

*Alex J. Currie*  
Secretary to the University

*Janice Gillies*

*Janice Crawford*

*Inogen Foulkes*

*William Miles*  
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## **A G R E E M E N T**

**between**

**EDINBURGH UNIVERSITY STUDENTS' ASSOCIATION**  
(hereinafter referred to as "the  
Association" which expression shall include  
all persons deriving title from them where  
the context so requires or admits) **OF THE**  
**FIRST PART**

**and**

**EDINBURGH UNIVERSITY THEATRE COMPANY**  
(hereinafter referred to as "the Theatre  
Company" which expression shall include all  
persons deriving title from them where the  
context so requires or admits) **OF THE**  
**SECOND PART**

**CONSIDERING** that the Association has recognised the Theatre Company as a Society of  
Edinburgh University;

**FURTHER CONSIDERING** that the Theatre Company occupies Association premises in the  
Bedlam Theatre (formerly known as the Old Chaplaincy Centre) on Forrest Road,  
Edinburgh, in terms of an Occupancy Agreement between the Association and the  
Theatre Company;

**FURTHER CONSIDERING** that the Association provides financial support for the Theatre  
Company;

**FURTHER CONSIDERING** that the Association and the Theatre Company have agreed terms  
whereby the finances of the Theatre Company shall be integrated with those of the  
Association in order to provide greater support for Theatre Company activities from  
the Association, it is now therefore agreed as follows:

### **FIRST**

#### **Theatre Company Status**

- (i) The Theatre Company shall continue to be a recognised Society with  
respect to annual registration with Societies Centre, and answerable to  
Societies Council Laws and Bye-Laws.
- (ii) Decisions concerning productions, administration and use of the Bedlam  
Theatre, and other internal policy matters shall remain the prerogative  
of the Theatre Company.
- (iii) The Theatre Company shall enjoy a special relationship with the  
Association as regards financial and staffing support, as detailed  
hereinafter.

### **SECOND**

#### **Financial Arrangements**

- (i) The Assets and Liabilities of the Theatre Company will be integrated with  
those of the Association as at 1st August 1987.

- (ii) The Association will be responsible for the preparation and audit of the Theatre Company's annual accounts, and preparation of monthly interim accounts for purposes of reporting to the Theatre Company.
- (iii) The financial year of the Theatre Company will continue to run concurrently with that of the Association, ending on 31st July.
- (iv) Budget preparation will take place in September or early October on a consultative basis between the President and Business Manager of the Theatre Company and the financial officers of the Association. The proposed budget will then be submitted to the Theatre Company Executive Committee for approval, and the approved budget will then be transmitted to the Finance Committee of the Association as part of the Association's overall budget for final approval.
- (v) Any surplus on the budgeted net expenses of the Theatre Company will be added to the accumulated funds of the Theatre Company account within the Association's account, and any deficits will be deducted from the Theatre Company's accumulated funds.

### THIRD

#### Bank Account

- (i) The Association will establish an EUSA Theatre Company Account on 1st August 1987.
- (ii) The existing Theatre Company bank accounts will be closed when all transactions related to the period up to and including 31st July 1987 have been completed.
- (iii) The cheque signatories of the EUSA Theatre Company Account in the first instance will be the Theatre Company Business Manager and the Association Treasurer, with the President of the Theatre Company as an alternative signatory to the Business Manager, and the Permanent Secretary of the Association as an alternative signatory to the Association Treasurer. The Fringe Administrator of the Theatre Company will also be an authorised cheque signatory as an alternative to the Business Manager of the Theatre Company for the period from 1st June to 30th September of each year.
- (iv) The Theatre Company will retain full responsibility for the generation of all cheques. Should any cheque raise a query by the Treasurer which can't be satisfactorily answered by the Business Manager, the matter shall be referred to the next meeting of the Theatre Company Executive Committee for resolution.

- (v) The Theatre Company Account will participate in the set-off agreement enjoyed by the Association with the Bank of Scotland.
- (vi) Bank charges and overdraft interest will be an Association expense.

#### **FOURTH**

##### **Authority Systems**

- (i) Once the budget has been approved the authority for day to day administration of the finances of the Theatre Company will be delegated by the Association Finance Committee to the Theatre Company, as determined by the Theatre Company's Constitution.
- (ii) Should financial difficulties arise in respect of the Theatre Company which either cannot be or are not being resolved by the Theatre Company Executive Committee, the Business Manager will bring the matter to the attention of the Association Finance Committee for resolution.

#### **FIFTH**

##### **Capital Purchases and Major Projects**

- (i) Capital purchases for the Theatre Company will be funded from the Association's cash reserves, and will be depreciated thereafter over a number of years reflecting the expected lifetime of the assets involved. This annual depreciation charge will be an expense within the Theatre Company accounts.
- (ii) The Theatre Company shall be entitled to apply to the Association Finance Committee for funding in respect of major projects. In this respect the Association shall incorporate within the Theatre Company's annual budget an amount to be agreed each year to be transferred to the Association's reserve fund set up for major projects.

#### **SIXTH**

##### **Staffing**

- (i) The Association will provide staffing support for the Theatre Company as agreed between the Theatre Company and the Association, including details of duties to be performed by such staff.
- (ii) The President of the Theatre Company will be involved in the selection of such staff as may be appointed.
- (iii) Any such staff as may be appointed shall be within the normal Association staff supervisory structure, but day to day activities will normally be under the direction of the President and Business Manager of the Theatre Company.

## SEVENTH

### Review

All of the terms of this Agreement may be reviewed at any General Meeting of the Theatre Company, and at any time by the Association Finance Committee.

## EIGHTH

### Arbitration Provision

In the event of the Association and the Theatre Company failing to agree on the interpretation of this Agreement or any part thereof, or failing to agree on any matters arising out of this Agreement, the matter in dispute shall be referred to an independent Arbitrator mutually appointed, or failing agreement, an Arbitrator to be nominated by the Dean of the Faculty of Advocates.

IN WITNESS WHEREOF these presents consisting of this and the three preceeding pages are executed as follows:- They are subscribed for and on behalf of the Association by David Michael George Duncan and Charles Willard Fishburne, both together at Edinburgh on Seventeen June, Nineteen hundred and Eighty seven before these witnesses Hazel Margaret Blair, Secretary, Twelve Hailes Grove, Kingsknowe, Edinburgh and Marion Swan Matheson, Secretary, One Hundred and Twenty Four Nicolson Street, Edinburgh; and they are subscribed by Edinburgh University Theatre Company (the Company's signature being adhibited by David Pounder, the President thereof) and by the said David Pounder and by Kristen M. Durward, Business Manager, all together at Edinburgh on Seventeen June Nineteen hundred and Eighty seven.

W1 Hazel Blair

David M.G. Duncan  
DAVID M.G. DUNCAN

W2 Marion S. Matheson

C.W. Fishburne  
CHARLES W. FISHBURNE

W1 Hazel Blair

David Pounder  
(DAVID POUNDER)

W2 Marion S. Matheson

Kristen M. Durward  
KRISTEN M. DURWARD