

Board of Management

Meeting	LONGMAN DISPOSAL PROJECT BOARD
Date and time	Friday 19 th January 2018 at 8.30 a.m.
Location	Board Room, 1 Inverness Campus

College Secretary
16 January 2018

AGENDA

Welcome and Apologies

Declarations of Interest

CONFIDENTIAL

- 1. MINUTES OF MEETING OF THE COMMITTEE HELD ON 17TH OCTOBER 2017**
- 2. OUTSTANDING ACTIONS**
Action List
- 3. PROJECT MANAGER'S REPORT INCLUDING UPDATED PROJECT PLAN**
Report by Gardiner and Theobald
- 4. ASBESTOS SURVEY - QUOTE FOR REMOVAL**
Covering Report by Director of Organisational Development
- 5. THUS TELECOMMUNICATIONS BOX**
Report by Director of Organisational Development
- 6. INSURANCE UPDATE**
Report by Director of Finance
- 7. LEARNING RESOURCE CENTRE: GRANT OBLIGATION – MILLENNIUM COMMISSION**
Report by UHI COOS
- 8. PERMISSION FOR DEMOLITION OF JANITORS'S HOUSE, 8 BURNETT ROAD**
Letter from Highland Council dated 30 October 2017
- 9. AOCB**
- 10. AGREE DATE OF NEXT MEETING**

If any member wishes to add an item of business to the Agenda, please inform the Chair and the Board Secretary as soon as possible. Additional items of business will be considered for inclusion in the agenda up to the start of the meeting.

MINUTES of the MEETING of the LONGMAN DISPOSAL PROJECT BOARD held in the Board Room, 1 Inverness Campus on Tuesday 17th October 2017

PRESENT: Fiona Larg, Chris O’Neil, Neil Stewart
CHAIR: Neil Stewart
APOLOGIES: Hazel Allen, Gavin Ross, Gabriel Starr, John Wilson
ATTENDING: Board Secretary
Charlie Lawrence, Graham and Sibbald (items1&2)

CONFIDENTIAL

The Chair suggested that Item 5 on the Agenda, Valuation Report, be taken after the minutes to allow Mr Lawrence to speak to the report and then leave the meeting. This was agreed.

1. MINUTES

The Minutes of the inaugural meeting held on 17th August were **AGREED** as a correct record, were **APPROVED** and signed by the Chair.

2. VALUATION REPORT

Charlie Lawrence of Graham and Sibbald spoke to the valuation report which had been prepared for the college buildings on Longman Road. There were three valuation scenarios –

1. Market value (vacant possession assuming a fully cleared and serviced development site)
2. Market Value (vacant possession assuming a fully cleared and serviced development site with the LRC building remaining in place)
3. Valuation of all the existing buildings onsite sold as “as seen” basis.

Mr Lawrence spoke to his report, and outlined in detail the major reasons why scenario three was not recommended.

Given the response from the Big Lottery Fund (item 6 below), the Project Board **AGREED** that the preferred way forward was scenario 1, namely a fully cleared and serviced development site.

3. LAMBERT SMITH HAMPTON – REQUEST FOR AUTHORITY TO NOVATE

A report by Anna Tozer of the Scottish Futures Trust explained that the College had appointed Lambert Smith Hampton as agent and lead advisor for disposal of its surplus assets (the Longman Road, Burnett Road and Midmills sites) in June 2014. John Hill of Lambert Smith Hampton had been the lead point of contact and advisor to the College and he had recently moved to Montagu Evans. Lambert Smith Hampton had requested the college’s approval to novate the appointment to Montagu Evans.

The Board Secretary advised that Chair approval had been sought for this request and the Chair had given such approval at the beginning of September. Formal ratification was now sought from the Project Board.

The Project Board formally **APPROVED** the request to novate the terms of engagement from Lambert Smith Hampton to Montagu Evans

4. **ASBESTOS SURVEY**

Gardiner and Theobald, Project Managers had commissioned ACRON to carry out a pre-demolition asbestos survey at Longman Campus.

It was understood that Gardiner and Theobald had asked ACRON to provide costings for the removal of the asbestos identified.

The Project Board **REQUESTED** the Board Secretary to seek confirmation from Gardiner and Theobald that costings had been requested and if so, to try and determine when this information would be available.

5. **INSURANCE UPDATE**

A report by the Director of Finance gave details of advice received in respect of the appropriate insurance arrangements to protect the College throughout the potential demolition project and updated the Project Board on current provision.

The Principal referred to the report and in particular to the fact that deterioration of the building had impacted on the functioning of the alarm systems. This raised vicarious liability issues.

The Project Board **AGREED** that costings be sought for securing the perimeter of the site.

The Principal confirmed that he would ascertain the level of staff access to the building.

6. **LEARNING RESOURCE CENTRE: GRANT OBLIGATION – MILLENNIUM COMMISSION**

The Chief Operating Officer and Secretary advised that a response had now been received from the Big Lottery Fund regarding the Millennium Commission grant associated with the Learning Resource Centre. Unfortunately they were unable to commit to there being no repayment of grant. They referred to other situations where bodies were able to hold funds in an escrow account and put the proceeds towards a new development agreed by the Big Lottery Fund. However, in the current situation, the proceeds of the sale of the Longman site were due to go back to the Scottish Government via the SFC as part of the funding for the NPD project.

Ms Larg advised that she had asked the SFC/SG if they would be willing to allow the £1.25m to be held in an escrow account for future development rather the alternative which seemed to require repayment from the proceeds back to the Big Lottery.

7. **MEETINGS WITH MSP'S**

The Principal advised that requests has been received from two MSP's asking for clarification of the position of the Longman site.

The Project Board **AGREED** that the Principal should arrange a meeting with both MSP's so that he could brief them on the preferred option to demolish all buildings on site, on the potential to place the proceeds of the sale into an escrow account rather than paying back the grant tied to the LRC to the Big Lottery Fund and to raise the issues around the THUS junction box.

The Project Board were very aware of the need to ensure best value was achieved and it was therefore imperative that authority to proceed with the demolition was granted by SFC/SG as soon as possible.

Outstanding Actions from New Campus Project Board

17 October 2017				
Item	Action	Responsibility	Time line	Actioned
Asbestos survey	Confirmation from G&T that costings had been requested	Board Secretary	End Dec 2017	Report included in Agenda for 19 Jan meeting
Insurance Update	Costings be sought for securing the perimeter of the site	Director of Organisational Development	End Dec 2017	
Meetings with MSP's	Briefing on preferred option to demolish all buildings, escrow account and the issues with the THUS junction box	Principal	End Nov 2017	Meetings held

REPORT NO 2

LONGMAN ROAD DEMOLITION
PROJECT MANAGER'S PROGRESS REPORT

15 January 2018

By: Gardiner & Theobald LLP

For: Inverness College

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APPENDICES

APPENDIX A	Site Plan
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1. EXECUTIVE SUMMARY / KEY ISSUES

1.1. RAG SUMMARY

This report reflects the period up to 15 January 2018. It is based on a number of meetings and site visits with the overall project team.

	Lack of progress could impact the project deliverables, focus required	STATUS
	Some concerns on progress of item, to be monitored	
	Progressing as expected	

DELIVERABLE	COMMENTARY	STATUS								
Procurement	<ul style="list-style-type: none"> Asbestos survey completed and report issued to Inverness College, noting areas of concern. Strategy for the main contract to both remove the asbestos and demolish the building discussed and agreed using a single contract. Contract to be used will be JCT form. 									
Programme	<ul style="list-style-type: none"> Revised programme produced and attached as Appendix B. Key programme dates are to be identified as follows: - <table style="margin-left: 20px; border: none;"> <tr> <td>– Tender Issued</td> <td>26 February 2018</td> </tr> <tr> <td>– Contractor Appointed</td> <td>20 April 2018</td> </tr> <tr> <td>– Site Start</td> <td>07 May 2018</td> </tr> <tr> <td>– Works Complete</td> <td>22 October 2018</td> </tr> </table> These dates are dependent upon a number of factors relating to planning, demolition warrant, issues relating to the LRC, THUS and SSE sub-station being remedied. Programme identifies site marketing commences 26 February 2018. 	– Tender Issued	26 February 2018	– Contractor Appointed	20 April 2018	– Site Start	07 May 2018	– Works Complete	22 October 2018	
– Tender Issued	26 February 2018									
– Contractor Appointed	20 April 2018									
– Site Start	07 May 2018									
– Works Complete	22 October 2018									
Consents	<ul style="list-style-type: none"> Planning application granted for the demolition of the cottage on site. Demolition Warrant to be lodged by 29 January 2018, following instruction to proceed with Phase 2. Consent discussions to be held with Golf Shop owner to agree principles of demolition. 									
Legals / Insurances	<ul style="list-style-type: none"> Red-line boundary reviewed and identified, final check to be carried out by legal team. 									

DELIVERABLE	COMMENTARY	STATUS
	<ul style="list-style-type: none"> • Lease agreement to be reviewed with regards to THUS, SSE sub-station and to check on wayleaves. • Finalisation of current insurance arrangement to be identified by IC and provided to GTMS to allow review. • Review of funding agreement by SFT relating to LRC. • Finalisation on the legal position of the LRC to be agreed and the strategy going forward. 	
Governance / Project Roles	<ul style="list-style-type: none"> • College have produced the proposed Governance structure for the project. • GTMS appointed by the SFC to provide a project team via the SFC framework to procure a demolition contractor for the Longman Road buildings, and manage the demolition on site. • GTMS role previously split into two phases. Master Project Programme included in the appendices noting works to completion. Over the next reporting period the project team will collate tender information and submit demolition warrant. • 3rd party consultation with statutory authorities i.e. planning and building control will be by Streur. Other parties, namely agents, adjoining the sites will be by the building owners' agent for the project. • IC have discussed the sale of the property and strategy with Graham and Sibbald, including obtaining market valuations. 	
Key Risks	<ul style="list-style-type: none"> • Existing site restrictions to be agreed, namely THUS, SSE Substation and wayleaves. • Inverness College to review insurance cover for the existing services on the site to be fully investigated and discussed with the insurers. • Asbestos survey identified extensive asbestos, resulting in extended removal works prior to demolition commencing. • Site access issues with adjoining neighbours (inc. golf shop owner) delaying the ability to commence works. 	

DELIVERABLE	COMMENTARY	STATUS
	<ul style="list-style-type: none"><li data-bbox="443 304 1203 367">• Insurance requirement for the contractor fails to produce a competitive tender.<li data-bbox="443 412 1203 474">• Access arrangements to the contractor restricted, delaying the overall project.	

APPENDIX A

Site Plan

APPENDIX B

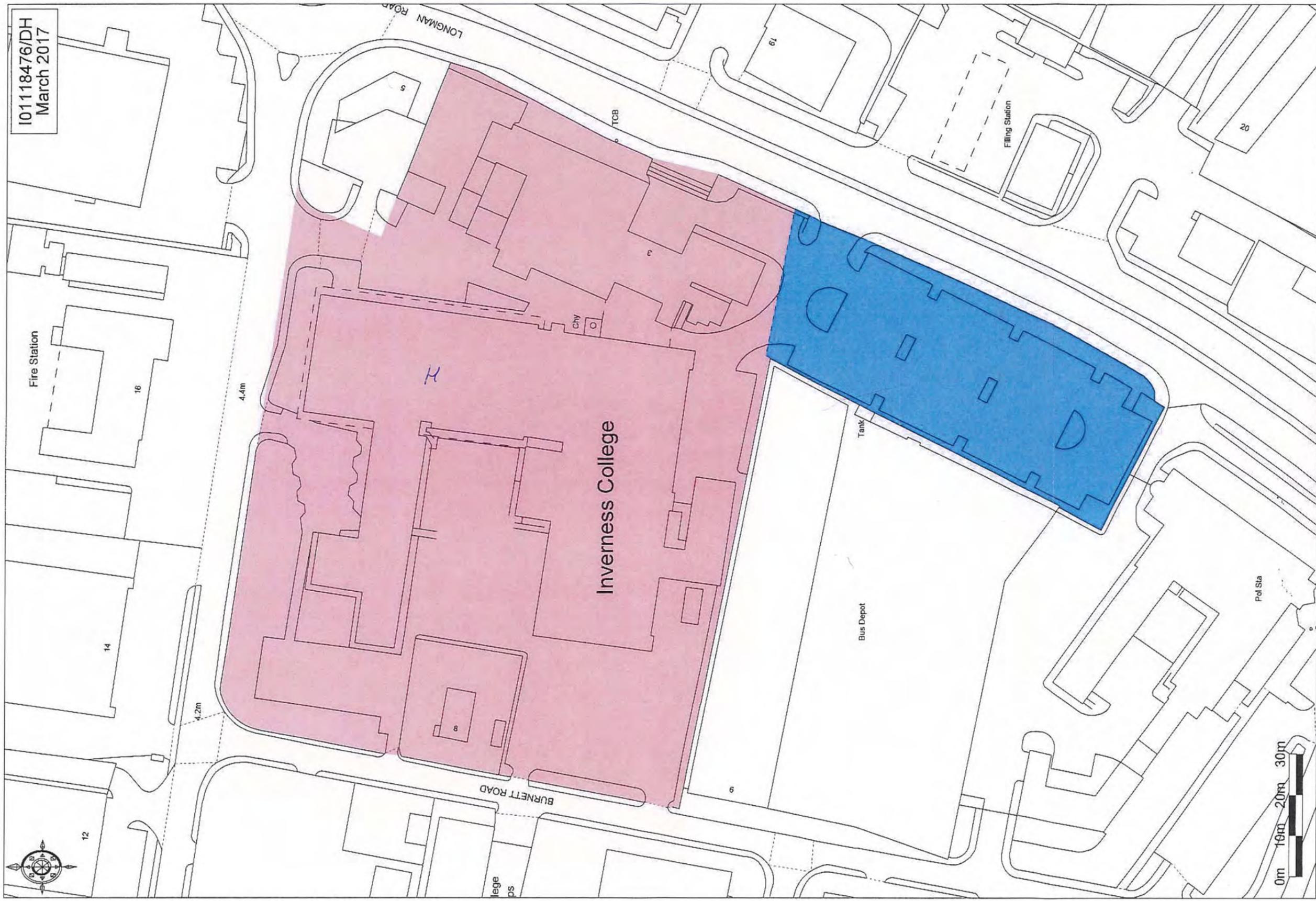
Programme

GARDINER & THEOBALD LLP

Independent Construction and Property Consultancy
G1 Building, 5 George Square, Glasgow G2 1DY
gardiner.com

Project Manager's Progress Report Nr 2
January 2018

Car Park, Lonhman Road, Inverness, IV1 1SA

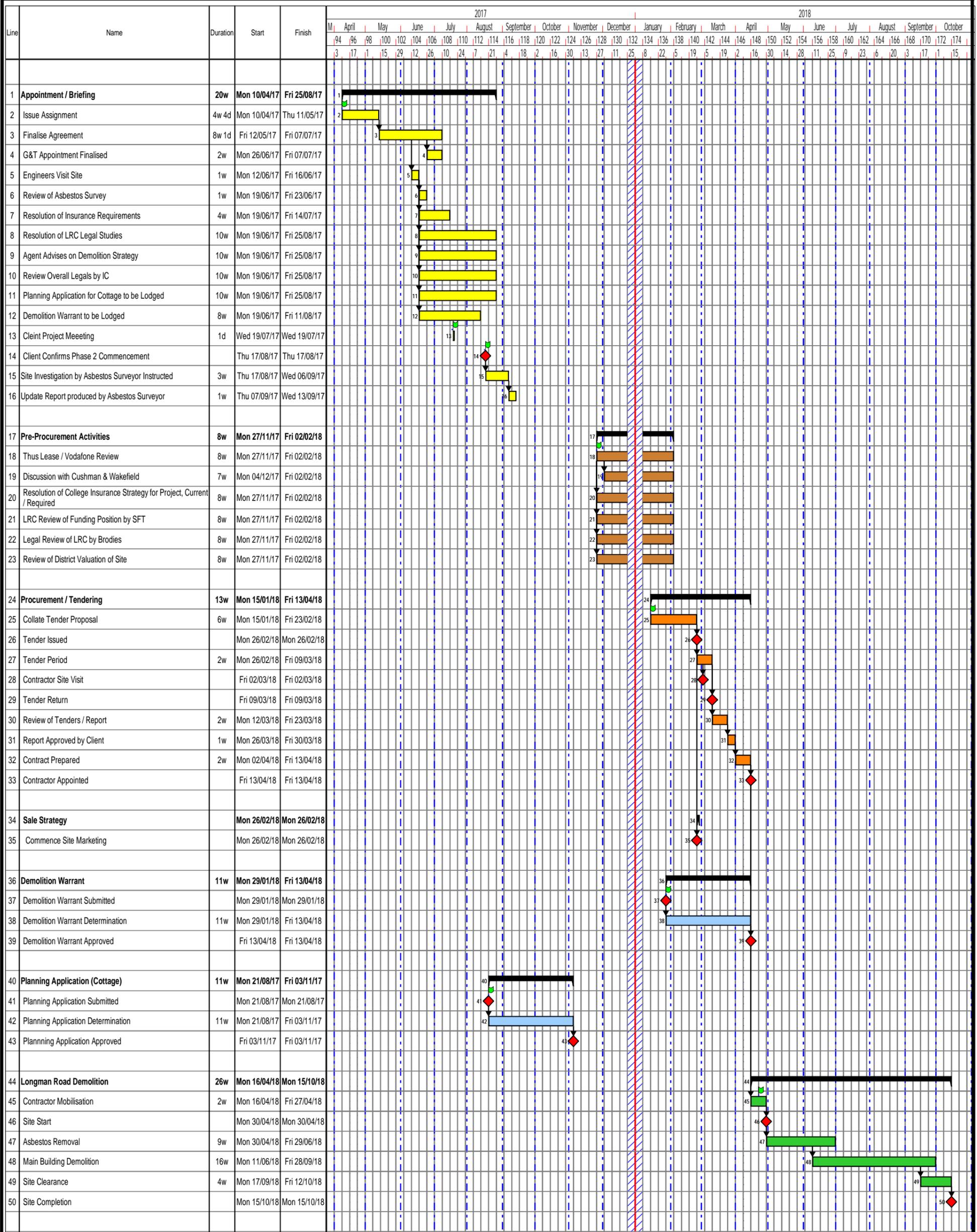


I01118476/DH
March 2017



INVERNESS COLLEGE UH1 - LONGMAN ROAD DEMOLITION

Scottish Funding Council



Key: Roll Up (Black), Design (Yellow), Milestone (Red), Pre-Procurement (Brown), Procurement (Orange), Statutory Approvals (Blue), Construction (Green)

LONGMAN ROAD DISPOSAL, INVERNESS - PROGRAMME OF ACTIONS FROM MEETING

Date: 22 November 2017

Present: Martin Kirkwood SFC, Lindsay Ferries ICUHI, Peter Baxter G&T, Paul Devine SFT, Anna Tozer SFT

1.Thus Lease/Vodafone	Responsibility	Timescale	Date completed
1.1 Title review to be updated by Harper McLeod to include Thus lease, relationship with SC&TS acquisition (liaison with Thorntons Solicitors required on this) and changes to legislation/electronics communications code.	LF	Instruct w/c 27/11	3/1/18
1.2 Check whether rent paid to college by Vodafone under terms of the existing lease	LF	w/c 27/11	7/12/17
1.3 Contact with Cushman and Wakefield re conference call Discussions with Cushman and Wakefield/Vodafone re technical position/tolerance of equipment (conference call date tbc)	AT PB/AT	23-24/11 TBC ASAP	24/11/17 Call on 11/12/17
1.4 College Insurance for Demolition - to be progressed with input from G&T once greater clarity on Vodafone equipment etc.	PB/LF	ongoing	
2. G&T scope of work/fees			
2.1 G&T to provide updated scope of work and fee breakdown to reflect input on insurance for demolition	PB	w/c 27/11	24/11/17
2.2 G&T to provide further information on scope/inputs for the various work packages	PB	w/c 27/11	24/11/17
3. LRC Funding			
3.1 Review of funding agreement by SFT (including security)	AT	w/c 27/11	1/12/17
3.1.1 obtain final signed version of funding agreement	LF	5/12	5/12/17
3.2 Further discussions with Fiona Larg and Big Lottery on basis of repayment and conditions for use of funds in Escrow account	MK	w/c 27/11	10/1/18

3.3 Brodies review of funding agreement – AT to discuss with MK following initial review by SFT	MK/AT	w/c 4/12	
4. Demolition tender/programme			
4.1 PB to update programme for demolition to reflect discussions with Vodaphone etc and current timescales	PB	w/c 27/11	27/11/17
5. Valuation			
5.1 AT to check District Valuer’s comments on site value in the context of part of site sold to SC&TS.	AT	w/c 27/11	4/12/17
5.2 LF to forward to AT response from Graham and Sibbald re valuation on a sold as seen basis (i.e. developer acquires and carries out demolition).	LF	w/c 27/11	5/12/17
5.3 AT/LF to agree whether further valuation input is required following the above.	AT/LF		5/12/17
5.3.1 AT to discuss update of informal valuation with Montague Evans/J&E Shepherds to inform options paper	AT		10/1/18
6. Draft Options Paper			
6.1 MK/LF/PB to provide any comments on the Draft Options Paper provided by SFT. This can be updated as actions are progressed.	MK/LF	w/c 4/12	
7. Other			
7.1 LF to check basis of Harper McLeod’s appointment on legal advice to the college and their potential role going forward (note – Thorntons provided legal input on disposal of the Midmills, Burnett Road and Longman disposal to SC&TS – LF/AT to discuss).	LF/AT	w/c 4/12	

Board of Management

Subject/Title:	Asbestos – Quote for Removal
Author: [Name and Job title]	Lindsay Ferries, Director of Organisation Development
Meeting:	Longman Disposal Project Board
Meeting Date:	19 January 2018
Date Paper prepared:	12 January 2018
Brief Summary of the paper:	<p>The attached sets out the updated survey report following a further visit to the site during week commencing 23 October 2017 and the proposed quotation (letter dated 31/10/2017) from Acron,</p> <p>The quotation is to the sum of £403,152.87 ex VAT. Advice received from the project managers suggest a contingency of circa 20% for removal works due to the high risk involved and the issues as stated in the letter. Insurance certification for the removal of works has been provided and is attached.</p> <p>The full cost impact of the safe removal of asbestos (circa £580,320 inc VAT) has been communicated to the Scottish Funding Council.</p>
Action requested: [Approval, recommendation, discussion, noting]	Discussion
Link to Strategy: Please highlight how the paper links to, or assists with:: <ul style="list-style-type: none"> • compliance • partnership services • risk management • strategic plan • new opportunity/change 	Compliance Risk Management
Resource implications:	Yes If yes, please specify: circa £580,320 including VAT
Risk implications:	Yes If yes, please specify: Operational: health and safety Organisational: reputation
Equality and Diversity implications:	Yes/No If yes, please specify:
Consultation:	

[staff, students, UHI & Partners, External] and provide detail	
Status – [Confidential/Non confidential]	Confidential
Freedom of Information Can this paper be included in “open” business* [Yes/No]	No
*If a paper should not be included within “open” business, please highlight below the reason.	
Its disclosure would substantially prejudice a programme of research (S27)	
Its disclosure would substantially prejudice the commercial interests of any person or organisation (S33)	X
Its disclosure would constitute a breach of the Data Protection Act (S38)	
For how long must the paper be withheld? (express either as the time which needs to pass or a condition which needs to be met.)	Completion of contract

Further guidance on application of the exclusions from Freedom of Information legislation is available via

<http://www.itspublicknowledge.info/ScottishPublicAuthorities/ScottishPublicAuthorities.asp> and

http://www.itspublicknowledge.info/web/FILES/Public_Interest_Test.pdf



Acron Asbestos Ltd
Block 4 Unit 49,
Annick Industrial Estate,
Eastmuir St,
Glasgow, G32 0HS

T: 0141 773 0078
E: info@acron-asbestos.co.uk

31/10/17

Enq: 00602

FAO: Kyle Evans

Gardiner & Theobald
5 George Square,
Glasgow
G2 1DY

Dear Kyle,

Re: Asbestos Removal Works – Inverness Longman College

With reference to your recent enquiry concerning the above may we take this opportunity in submitting our quotation as follows:

Extent of Work

As per asbestos survey reports by Acron Asbestos Ltd ACRO2153.

Exclusions/Requirements

We have not included for the removal of asbestos residue to concrete ceilings in the ground floor as we believe this would not be reasonably practicable to remove.

We have not included for any necessary fixed or powered access equipment.

Air Monitoring

Our quotation does include for UKAS accredited analytical company.

Special Waste Regulations

We have included for the removal and disposal of the asbestos waste in line with current SEPA guidelines. This includes providing a consignment note.

Notification

We would advise that the works covered by this quotation do require formal notification to the relevant enforcing authority under Regulation 9 of the Control of Asbestos Regulations 2012.

Decorations

To comply with legislation we will be required to fix polythene sheeting with duct tape and in some cases aerosol adhesive to the building/general construction, including but not limited to the internal and external walls, ceilings, floor coverings, decorative finishes etc. This may cause damage to the decoration of the surfaces. Although every care will be taken to keep damage to a minimum, we will not be held responsible for any form or reinstatement or making good.

Electricity and Water

It is assumed that we will be provided free of charge with a supply of mains water and 240/110 volt power adjacent to the work area and to our decontamination facilities.

Site Facilities

It is assumed that we will be provided with suitable welfare, a secure location for our mobile decontamination unit (where required), works vehicle and any disposal skips of storage containers we may wish to install on site during the works.

Security

Within our tendered sum, we have made no allowance for any form of security cover. This facility can be provided, both out of hours and 24-hour cover on request and at additional cost.

Disconnection of services



Acron Asbestos Ltd
Block 4 Unit 49,
Annick Industrial Estate,
Eastmuir St,
Glasgow, G32 0HS

T: 0141 773 0078
E: info@acron-asbestos.co.uk

Our quotation is not inclusive of the costs associated with the isolation of any services. We will require a copy of isolation certificates carried out by a suitably competent contractor prior to starting. We reserve the right to charge standby time if the works on site are delayed due to these arrangements. If required, we can supply asbestos trained trades for isolations at an prior approved cost.

Continuity of Work

We have assumed that full continuity of work will be available to enable us to complete the works in one visit to site.

Programme

Our quotation is based on the following programme periods: - approx. 4month.

Working Hours

Our quotation does not include for premium time working.

Reinstatement

Our quotation does not include for any temporary or permanent reinstatement of materials removed.

Contractor Interface

Within our tendered sum no allowance has been made for the interface with any other contractors, for the duration of works. We reserve the right to review our tendered sum should we require revise, or amend our method of working through interface with others.

Method Statement

Should our quotation be accepted then a member of the management team will visit site and make a full assessment before preparing a specific plan of work.

Commercial

Our present day lump sum price to carry out the works described will be for the sum of:
£403,152.87

Our budget for the removal of the residue to concrete would be in the region of £100/m2. This can be added to the quote, if required.

This quotation does not include a discount and is not subject to any retention unless agreed in writing.

Should the works be cancelled or aborted for any reason beyond our control then any costs associated with this will be advised in writing within 24hours of the cancellation.

An invoice will be issued upon notification of works to the relevant enforcing authority and payment must be received prior to completion certificates being issued.

We reserve the right to charge interest on any late payments received. The rate of interest for non-payments will be 5% above the Bank of England (BOE) base rate.

Liquidated and ascertained damages (LAD's) are not applicable to these works.

We trust that you find our prices to be favourable and that we have fully understood your brief.

May we take this opportunity to thank you for your most valued enquiry and we look forward to speaking with you in the event that we can be of further assistance.

Yours faithfully,

For **ACRON ASBESTOS LTD.**

A handwritten signature in black ink, appearing to read "S. McDonald".

Stuart McDonald

Mob: 07972581597

Email: smcdonald@acron-asbestos.co.uk

Confirmation of Insurance

Title of the Assured

Acron Asbestos Ltd

Business of the Assured

Asbestos Surveyors & Consultants, Asbestos Awareness Training, Asbestos Sampling, Air Testing, Fibre Counting, Four Stage Site Clearance Certification for Reoccupation, Asbestos Removal & Remediation

Cover:

Insurer
Policy Number
Period
Limit of Indemnity

Employers Liability

Hiscox Insurance Co Ltd
HUPI61843325
13th September 2017 to 12th September 2018, both days included
£10,000,000

Cover:

Insurer
Policy Number
Period
Limit of Indemnity
Excess:

Public & Products Liability

Hiscox Insurance Co Ltd
HUPI61843325
13th September 2017 to 12th September 2018, both days included
£5,000,000
£500 each and every claim iro Third Party Property Damage increasing to £2,500 in respect of Asbestos Removal & Remediation

Cover:

Insurer
Policy Number
Period
Limit of Indemnity
Excess

Professional Indemnity

Hiscox Insurance Co Ltd
HUPI61843325
13th September 2017 to 12th September 2018, both days included
£1,000,000
£2,500 each and every claim

Notes to Principal

All policies in force during stated period
Subject to policy terms, conditions and exclusions
The above is correct at the date of signing
Alterations/Cancellation may occur during the period
Current position will be confirmed on request

Notes to Contractor/Consultant

This document is sufficient evidence to your Principal of the existence of the above Insurance. Do not part with your original policies. Please retain this original form and send copies to any Principal

Richard Muse

Dated: 13th September 2017

Richard Muse
Corporate Account Executive
Completed by Grove & Dean Ltd

Board of Management

Subject/Title:	THUS Telecommunication Box
Author: [Name and Job title]	Lindsay Ferries, Director of Organisation Development
Meeting:	Longman Disposal Project Board
Meeting Date:	19 January 2018
Date Paper prepared:	12 January 2018
Brief Summary of the paper:	Information and advice received from Thornton's Solicitors regarding the lease agreement in place between the College and Scottish Power telecommunications limited. .
Action requested: [Approval, recommendation, discussion, noting]	Noting
Link to Strategy: Please highlight how the paper links to, or assists with: <ul style="list-style-type: none"> • compliance • partnership services • risk management • strategic plan • new opportunity/change 	Compliance Risk Management
Resource implications:	Yes / No If yes, please specify:
Risk implications:	Yes If yes, please specify: Operational: Organisational:
Equality and Diversity implications:	Yes/No If yes, please specify:
Consultation: [staff, students, UHI & Partners, External] and provide detail	

ITEM 5

Status – [Confidential/Non confidential]	Confidential		
Freedom of Information Can this paper be included in “open” business* [Yes/No]	NO		
*If a paper should not be included within “open” business, please highlight below the reason.			
Its disclosure would substantially prejudice a programme of research (S27)		Its disclosure would substantially prejudice the effective conduct of public affairs (S30)	
Its disclosure would substantially prejudice the commercial interests of any person or organisation (S33)	x	Its disclosure would constitute a breach of confidence actionable in court (S36)	x
Its disclosure would constitute a breach of the Data Protection Act (S38)		Other (please give further details)	
For how long must the paper be withheld? (express either as the time which needs to pass or a condition which needs to be met.)			

Further guidance on application of the exclusions from Freedom of Information legislation is available via

<http://www.itspublicknowledge.info/ScottishPublicAuthorities/ScottishPublicAuthorities.asp> and

http://www.itspublicknowledge.info/web/FILES/Public_Interest_Test.pdf

THUS Telecommunications Box

Executive summary

On the 18th March 1999, the college entered into a lease agreement with Scottish Power Telecommunications Limited. The agreement included 'apparatus' (the THUS box) and cable routes. The period of the lease agreement is 25 years from the date of entry which is recorded as 1 December 1997. The agreement provides for the tenant to give notice of termination, but notably not for the landlord to give notice of termination. The agreement therefore ceases on 1 December 2022. (Lease Document Attached)

Further advice in relation to the lease and any issues surrounding demolition of the site around the apparatus box including the cable routes has been received from Aimee Gibbons at Thorntons Solicitors and is attached.

Thorntons' advice centres on three key points:

1. Ensuring the demolition contractor understands they are obliged to take all reasonable steps to ensure that access is available relatively swiftly.

G and T will build this into the tender specification for the demolition contractor.

2. Formal notification of our intention to demolish the building and provide details of the works that will occur.

Project managers (Gardiner and Theobald) will link in with a nominated SPOC and keep them updated on demolition project developments, timescales and plans in line with other stakeholders.

Initial contact has been made with Vodafone via their agent Cushman and Wakefield, to establish dialogue with Gardiner and Theobald on what is contained within the 'apparatus' telecoms box.

3. Of greater concern looking ahead is the final point made by Aimee regarding preservation of the access arrangements for the box but also for the cable routes and these being barred from development for the period of the lease. We are currently risk assessing the impact of this on the potential valuation and for the sale of the site once cleared.

Separately but also connected is the insurance liability for the demolition of the site around the box and in light of the cable routes.

In discussion with Anna Tozer at SFT she is in the process of drafting a letter for the college, formally notifying the tenant of our intentions, confirming points of contact for regular updates/access arrangements. We also propose we include in the formal communication that the tenant may wish to review their insurance arrangements while the

demolition progresses and that in doing so we will ensure that they have access to the site as per 1. Furthermore we have instructed Thorntons to confirm that the current lease arrangements are not affected by more recent legislation.

CONFIDENTIAL EMAIL - INTENDED RECIPIENT ONLY



From: Aimee Gibbons
Sent: 15 December 2017 01:01
To: 'Lindsay.Ferries.ic@uhi.ac.uk'
Cc: Ewan Miller
Subject: Telecoms Lease - Longman Campus

Hi Lindsay

Apologies for the delayed response on this. It took me a while to dig out a copy of the Lease, which I now attach for ease of reference.

In reviewing this Lease, my main consideration has been in relation to the demolition of Longman Campus and whether the Tenant is likely to cause you any issue as matter progress. The first point to note is in relation to their access rights. In terms of Clause 2 of the Lease, they require to give the College reasonable prior notice (except in the case of emergency) if they are taking access across the larger property on order to get to their own unit. In taking such access, they must also ensure they comply with all reasonable safety and security measures imposed by the College. I'm not sure what the current situation is and how frequently etc. they are taking access however, the College are fully entitled to impose the lease provisions and require notice etc. In my view, these provisions are wide enough to let the demolition and redevelopment of the whole property go on around their unit without them having the ability to claim that their access rights create some form of ransom against the College/developer. One point to note though is that they don't need to give you any notice where access is taken in the case of an emergency. On that basis and to ensure the College are protected, it would be sensible to ensure the demolition contractor is obliged to take all reasonable steps to ensure that access is available relatively swiftly. If that can be achieved, there will me minimal opportunity for them to try and claim for any loss.

Other than potential arguments re access rights, I think there are limited opportunities for the Tenant to cause a problem here. Two perhaps weak arguments are possible as follows:-

Clause 4.1

Clause 4.1 provides "*that no buildings or erections, workings or land formations, electrical, mechanical, electronic or other equipment which shall cause interference to the Apparatus shall be constructed, erected or installed by the Landlord or permitted by the Landlord on the Property throughout the period of the Lease*"

The difficulty for the Tenant here would be that the demolition doesn't really fall in to any of these categories. Perhaps only "workings" at a push. Even if they can successfully argue that, they would then need to show that the demolition of the existing building or its subsequent development would interfere with their equipment. That would of course depend on the type of equipment they are using however, the bottom line is that unless they can show some real and material prospect of their equipment not being able to work as a result of the works then they are not going to be able to object redevelopment by claiming the lease is being breached or is likely to be breached. It would, however, be prudent to ensure that the demolition

contractor (whoever that may be) agrees not to cause any disruption to the Tenant's equipment.

Clause 4.2

Clause 4.2 provides "that no buildings or other erections, workings or land formations which might in the sole opinion of the Tenant injuriously affect the Lines or the use and operation thereof or hinder or restrict access shall be placed on the property within a lateral distance of two metres measuring from the centre line of the Cable Routes..."

This section does mean that not only the unit itself but also the cable routes are barred from development. My feeling therefore is that the access road will have to remain unbuilt upon going forward which may be concerning for any potential purchaser. It is something which should be raised with potential purchasers/developers in early course in order to ensure they are comfortable with it before making an offer. If they can get comfortable, it removes any ransom element that the Tenant may have against the College.

Whilst I think the Tenant has limited options to cause you difficulty here, I do think you should be fairly upfront with them in terms of how you intend to demolish the building surrounding them and provide details of the works that will occur. If you keep them fully advised, they are less likely to raise an issue when the diggers appear onsite!

I hope this short summary offers you some assistance however, appreciate you may have some questions/require further info and on that basis, it may be helpful to have a call to discuss where you are with the sale of the remainder of Longman etc. I am out of the office today and Monday but happy to catch up on Tuesday afternoon if that works for you.

Kind regards

Aimee

Aimee Gibbons | Senior Solicitor | for Thorntons Law LLP | Solicitors | 13 Melville Street | Edinburgh EH3 7PE

Tel: 0131 2258705 | Fax: 0131 2267077 | www.thorntons-law.co.uk



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Inverness College UHI, a partner in the University of the Highlands and Islands www.inverness.uhi.ac.uk Board of Management of Inverness College (known as Inverness College UHI), Scottish Charity No SC021197.

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Books of Council and Session

Extract Registered 11 Aug 99

LEASE

**INVERNESS COLLEGE
SCOTTISH POWER
TELECOMMUNICATIONS LIMITED**

**BIGGART BAILLIE
DX 15 EDINBURGH**

Registers of Scotland

99/27770

AT EDINBURGH the Eleventh day of August Nineteen hundred and ninety nine the Deed hereinafter reproduced was presented for registration in the Books of the Lords of Council and Session for preservation and execution and is registered in the said Books as follows:-



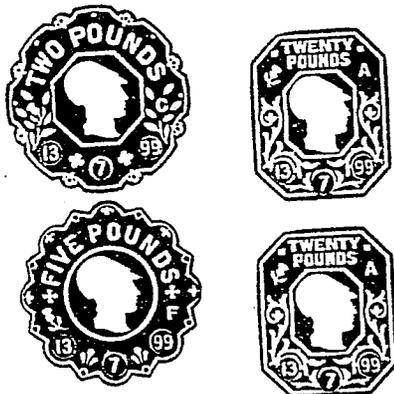
LEASE

BETWEEN

THE BOARD OF MANAGEMENT OF INVERNESS COLLEGE, Longman Road, Inverness, incorporated under the Further and Higher Education (Scotland) Act 1992 (who and whose successors, and assignees whomsoever are hereinafter referred to as "the Landlord")

and

SCOTTISH POWER TELECOMMUNICATIONS LIMITED, incorporated under the Companies Acts (Company Number 143862) and having their Registered Office at Cathcart House, Spean Street, Glasgow G44 4BE (who and whose successors and assignees whomsoever are hereinafter referred to as "the Tenant")



WHEREAS the Landlord has agreed to lease the Site (as hereinafter defined) to the Tenant for the purposes hereinafter referred to and on the whole other terms and conditions herein; THEREFORE the Landlord and the Tenant hereby agree as follows:-

1 INTERPRETATION AND DEFINITIONS

1.1 Definitions

In this Lease:-

- "the Act" - means the Telecommunications Act 1984.
- "the Apparatus" - means telecommunications apparatus as defined in Section 4 (3) of the Act belonging to the Tenant as shall from time to time be installed in or upon the Site in accordance with the terms of this Lease.
- "the Cable Routes" - means the cable routes across or through the Property shown by blue lines on the Plan or such other route or routes as may be agreed between the Landlord and Tenant acting reasonably.
- "the Date of Entry" - means the 1st day of December 1997, notwithstanding the date or dates hereof.
- "holding company" and

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- "subsidiary" - shall have the meanings ascribed to them by Section 736 of the Companies Act 1985.
- "this Lease" - means this lease and all documents ancillary or complementary thereto.
- "the Lines" - means any wire, cable, tube, duct, pipe or other similar thing (including its casing or coating) and associated manholes and inspection chambers forming part of the Apparatus or connected to the System.
- "the Period of this Lease"- - means the period from the Date of Entry until the Termination Date.
- "the Plan" - means the plan annexed reference LOMN/EAM/WL and subscribed as relative hereto.
- "the Property" - means the property of which the Landlord is the heritable proprietor having the postal address more particularly described in Part 1 of the Schedule.
- "the Rent" - means the sum of £2,000 exclusive of Value Added Tax per annum or as the same shall be varied in accordance with Part 2 of the Schedule.
- "the Rent Payment Dates" - means each anniversary of the Date of Entry.
- "the Rent Review Dates" - means each fifth anniversary of the Date of Entry during the Period of this Lease.
- "the Schedule" - means the schedule annexed and subscribed as relative hereto.
- "the Site" - means the site forming part of the Property and shown shaded pink on the plan.
- "the System" - means a telecommunications system as defined in Section 4 (1) of the Act operated by the Tenant or any third party licensed to operate a telecommunications system.
- "the Termination Date" - means the date occurring twenty five years after the Date of Entry.

1.2 Interpretation

1.2.1 Any reference to any Act of Parliament in this Lease shall include any modification, extension or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations,

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permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom;

- 1.2.2 Words in this Lease importing persons shall include corporations and vice versa;
- 1.2.3 Words in this Lease importing the neuter gender only shall include the masculine and feminine genders;
- 1.2.4 Words in this Lease importing the singular number only shall include the plural number and vice versa;

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ENTRY, PERIOD AND RENT

In consideration of the Rent paid by the Tenant to the Landlord the Landlord hereby lets the Site to the Tenant (including its assignees and sub-tenants where permitted in accordance with the terms of this Lease) from and after the Date of Entry for the Period of this Lease together with (a) all necessary rights of vehicular and pedestrian access and egress across the Property to and from the Site in favour of the Tenant and its employees, agents, contractors and all others lawfully authorised by the Tenant on giving reasonable prior notice to the Landlord (except in emergency, including emergency maintenance, when no notice shall be required) for the installation, erection, retention, operation, use, maintenance, inspection, repair or renewal of the Apparatus (provided that all such persons will comply with such reasonable security and safety procedures as are required by the Landlord) and the right to lop any branch which is obstructing and interfering with or is likely to obstruct or interfere with the installation, operation, maintenance, repair and renewal of the Apparatus and on giving not less than fourteen days notice (or in the case of emergency without notice) to the Landlord to fell any tree which obstructs or interferes with or which will obstruct or interfere with the working of the Apparatus; and (b) the right for the Tenant and its employees, agents, contractors and all others lawfully authorised by the Tenant to enter at all times on giving reasonable prior notice to the Landlord (except in emergency, including emergency maintenance, when no notice shall be required) upon the Property to lay, install, place, operate, use, maintain, retain, repair and renew the Lines across or through the Property to and from the Site on or as nearly as may be along the Cable Routes; Declaring that the Lines shall in questions between the Landlord and the Tenant be deemed to be and remain the property of the Tenant throughout the Period of this Lease;

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Tenant's Undertakings

The Tenant undertakes to the Landlord:-

- 3.1 to pay the Rent to the Landlord on the Rent Payment Dates; where the Landlord proposes to charge Value Added Tax (or any other tax of a similar nature amending or replacing the same) the Tenant undertakes to pay the same to the Landlord along with the Rent on the Rent Payment Dates at the rate from time to time in force provided (i) where the charge to Value Added Tax arises by election of a supply otherwise exempt there shall be exhibited to the Tenant evidence in writing that such election has been validly made and (ii) the Landlord shall issue to

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the Tenant not later than twenty eight days prior to each Rent Payment Date a valid Value Added Tax invoice showing the Rent and any applicable Value Added Tax;

- 3.2 in so far as not already installed to install the Apparatus on the Site in accordance with all necessary Local Authority or other consents which shall be obtained at the cost of the Tenant prior to such installation and to do so in a good and workmanlike manner and to make good any damage caused to the Property by such installation to the reasonable satisfaction of the Landlord;
- 3.3 to maintain the Apparatus and the Lines in a good and safe state of repair and condition throughout the Period of the Lease and to keep the Site clean and tidy;
- 3.4 to maintain insurance against public liability and other third party liability in connection with any injury (including death), loss or damage to any persons or property belonging to any third party arising out of the operation of the Apparatus or the exercise by the Tenant, its employees, agents or contractors of the rights granted in terms of this Lease and to provide details of such insurance to the Landlord on request;
- 3.5 to keep the Landlord fully and effectually indemnified against all actions or proceedings including all associated costs, charges and expenses that may be brought or made against the Landlord or by any person or persons arising by reason of any negligent act or omission of the Tenant its employees, agents or contractors in the operation of the Apparatus or the exercise of the rights granted under this Lease, but so that the Tenant shall have the sole conduct of any such actions or proceedings;
- 3.6 to obtain and comply with all necessary statutory and local authority consents necessary for the installation and operation of the Apparatus on the Site;
- 3.7 to pay any local authority rates, taxes or similar charges or outgoings or payments levied by reason of the Tenant's occupation of the Site;
- 3.8 if the Landlord's electricity supply is used in connection with the Apparatus to install a separate electricity meter on the Site and reimburse the Landlord for all electricity used;
- 3.9 at the Termination Date or earlier determination of the Period of this Lease (howsoever the same shall be determined) to quit and remove the Apparatus from the Site and reinstate the surface of the Site to the reasonable satisfaction of the Landlord.

4 Landlord's Undertakings

The Landlord undertakes to the Tenant:-

- 4.1 that no buildings, other erections, workings or land formations, electrical, mechanical, electronic or other equipment which shall cause interference to the Apparatus shall be constructed, erected or installed

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by the Landlord or be permitted to be constructed, erected or installed by the Landlord on the Property throughout the Period of this Lease;

- 4.2 that no buildings, other erections, workings or land formations which might in the sole opinion of the Tenant injuriously affect the Lines or the use and operation thereof or hinder or restrict access thereto shall be constructed, placed or permitted on the Property within a lateral distance of two metres measuring from the centre of the Cable Routes without the prior written approval of the Tenant which approval shall not be unreasonably withheld;
- 4.3 to give notice to the Tenant of any new, additional or substitute heritable creditor or tenant of the Property having or creating a security over, or an interest in the Site from and after the Date of Entry;
- 4.4 that save for emergencies it shall not interfere with the Apparatus and shall take all reasonable precautions to ensure that no other persons shall interfere or tamper with the Apparatus;
- 4.5 that if the Landlord's electricity supply is used in connection with the Apparatus the Landlord shall take all reasonable steps to re-instate a supply of electricity to the Site where the supply has failed as a result of the Landlord's actions (or those of its agents, servants or contractors);
- 4.6 to notify the Tenant of any rating return notice or demand received for any rates outgoings or payments in respect of the Tenant's use of the Apparatus so that the Tenant may with its consent conduct any rating negotiations or appeal arising from such return, notice or demand;
- 4.7 to treat all information received from the Tenant in whatever form in confidence and not to disclose it to any third party except as necessary for the performance of its obligations under this Lease.
- 4.8 to permit the Tenant to have sole conduct of the actions or proceedings referred to in paragraph 3.4 hereof.

5 Use

The Tenant shall use the Site for the installation, operation, maintenance, repair and renewal of the Apparatus and for any other purpose in connection with the statutory undertaking of the Tenant or of any holding company or subsidiary of the Tenant or of any subsidiary of any holding company of the Tenant and for no other purpose whatsoever without the previous consent of the Landlord in writing which shall not be unreasonably withheld or delayed. The Apparatus shall notwithstanding any rule of law to the contrary in questions between the Landlord and the Tenant be deemed to be and remain the property of the Tenant throughout the Period of this Lease.

6 Alienation

The Tenant shall be entitled to assign this Lease in whole or part or sub-let the Tenant's interest in the whole or part of the Site to a holding company or subsidiary of the Tenant or a subsidiary of a holding company of the Tenant or

to any other telecommunications operator holding a telecommunications licence in whose System the Apparatus or the Tenant's System is incorporated, but otherwise the Tenant shall only be entitled to assign the whole of this Lease or sub-let all or part of the Site with the Landlord's previous consent in writing which shall not be unreasonably withheld or delayed in respect of an assignee or sub-tenant of similar financial standing to the Tenant. In addition the Tenant shall be entitled to permit any such subsidiary or holding company of the Tenant or any such subsidiary of a holding company of the Tenant or any other telecommunications operator holding a telecommunications licence in whose System the Apparatus or the Tenant's System is incorporated to occupy all or part of the Site without creating any rights of occupancy thereby.

7 Termination

The Tenant shall be entitled at any time after the fifth anniversary of the Date of Entry to terminate this Lease on the date occurring twelve months after the service of any notice in writing to that effect on the Landlord whereupon the Tenant shall quit and remove the Apparatus from the Site and reinstate the surface of the Site to the reasonable satisfaction of the Landlord.

8 Interest

If the Rent or any other sum payable under this Lease shall have become due, but remain unpaid for fourteen days the Tenant shall pay to the Landlord on demand interest thereon from the due date at 4% above the base rate for the time being of The Royal Bank of Scotland plc or such other rate equivalent thereto which may from time to time be substituted therefor.

9 Irritancy

If the Rent payable under this Lease shall at any time be in arrears for fourteen days after the same shall have become due or if there shall be any breach of the undertakings on the part of the Tenant contained in this Lease or if the Tenant shall be sequestrated or apparently insolvent or being a company shall go into liquidation (otherwise than a voluntary liquidation of a solvent company for the purpose of amalgamation or reconstruction) or suffer a Receiver or Provisional Liquidator or Administrator to be appointed then the Landlord may at any time by notice in writing bring this Lease to an end forthwith and enter the Site and repossess and enjoy the same as if this Lease had not been granted, but without prejudice to any right of action or remedy of the Landlord in respect of any previous breach of any undertakings by the Tenant contained in this Lease; PROVIDED ALWAYS that notwithstanding the foregoing provisions in the case of a breach by the Tenant which is capable of being remedied the Landlord shall not exercise its option of irritancy unless and until it shall first have given written notice to the Tenant and to any holder of any fixed or floating charge which affects the Site requiring the same to be remedied and intimating its intention to terminate this Lease; in the event of the said breach not being remedied within such period as may be stated in the notice (being such reasonable period of time as the Landlord shall determine which in the case of non-payment of rent or any other sum shall be a period of Twenty one days) this Lease shall automatically determine, fall and be null and void; FURTHER PROVIDED that the Landlord shall allow any Receiver or Provisional Liquidator or Administrator (as the case may be) or any such chargeholder a period of

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nine months to dispose of the Tenant's interest in this Lease and shall only be entitled to terminate this Lease if the Receiver, Provisional Liquidator or Administrator or such creditor as the case may be shall have failed to dispose of the Tenant's interest at the end of the said period provided always that the Receiver, Provisional Liquidator or Administrator or such creditor as the case may be shall accept in writing (in a form satisfactory to the Landlord acting reasonably) and implement full responsibility for payment of the Rent and for performance of all other obligations of the Tenant under this Lease whether due in respect of the period occurring before or after the date of their appointment or their receipt of notice in terms hereof as the case may be.

10 Warrandice

The Landlord grants warrandice.

11 Miscellaneous

- 11.1 Any dispute or difference arising under this Lease shall be referred to a single arbiter to be mutually appointed and failing agreement to be appointed in the manner provided by the Arbitration (Scotland) Act 1894 or any statutory modification thereof. It is hereby agreed that the provisions of Section 3 of the Administration of Justice (Scotland) Act 1972 are excluded.
- 11.2 Any notice to be given by either party to this Lease in connection with this Lease shall be deemed to be duly given if sent by registered post to the address of the receiving party appearing in this Lease or any current or altered Registered Office and if such notice is sent by registered post it shall be deemed to have been received within forty eight hours after having been posted.
- 11.3 Where there is a requirement under this Lease on the Landlord not to withhold its consent unreasonably in relation to any matter the question whether that consent is unreasonably withheld shall be determined in accordance with section 96 of the Act.
- 11.4 The parties hereto certify that this Lease is not a lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in terms of the guidance note dated 30.6.94 referring to Section 240 of the Finance Act 1994.
- 11.5 The parties hereto consent to registration hereof for preservation and execution.

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IN WITNESS WHEREOF these presents consisting of this and the seven preceding pages together with the plan annexed are subscribed as follows:

At Inverness on the Eighteenth day of March 1999 for and on behalf of the Landlord as follows:

Alan Paul
Witness

G. Clark
Director/Secretary/
Authorised Signatory

Alexander Mills
Name

Dr. Graham Michell Clark
Name

8 Ardross Terrace
Address

Inverness
Address

Inverness

Inverness

At Glasgow on the Sixteenth day of April 1999 for and on behalf of the Tenant as follows:

Linda Sloane
Witness

David Macleod
Director/Secretary/
Authorised Signatory

LINDA SLOANE
Name

DAVID MACLEOD
Name

DALMORE HOUSE
Address

DALMORE HOUSE
Address

310 ST VINCENT STREET, GLASGOW

310 ST VINCENT STREET, GLASGOW.

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This is the Schedule referred to in the foregoing Lease between The Board of Management of Inverness College and Scottish Power Telecommunications Limited.

SCHEDULE PART I

THE PROPERTY

ALL and WHOLE that area of ground extending to 1.787 acre or thereby at Longman Road, Inverness in the County of Inverness described in, in feu farm disposed by and shown delineated and coloured pink on the plan annexed and signed as relative to Feu Charter by the Education Authority of the County of Inverness in favour of the Provost, Magistrates and Councillors of the Royal Burgh of Inverness dated Thirty first May and recorded in the Division of the General Register of Sasines applicable to the County of Inverness on Seventh July both months in the year Nineteen hundred and twenty eight.

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SCHEDULE PART 2

RENT REVIEW

- 1 It is hereby agreed that the rent payable hereunder shall be reviewed on the Review Dates by such sum as shall represent the increase in the Retail Price Index over the preceding period of five years in accordance with the following formula:-

$$RLF = ILP \times \frac{A}{B}$$

Where:- RLF is the revised rent payable on the Review Date

ILP is the rent payable hereunder immediately prior to the Review Date

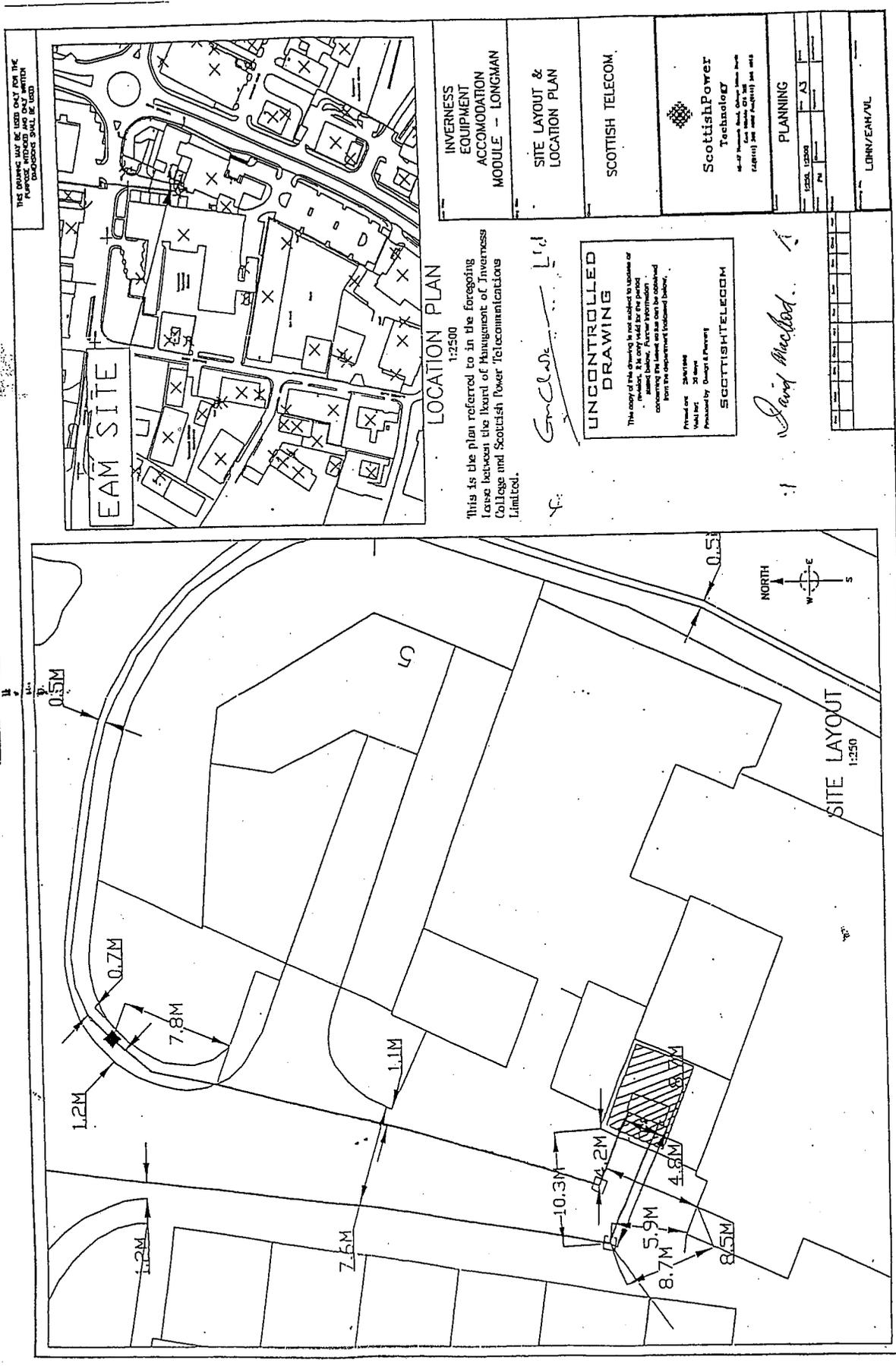
A is the index value of the General Index for all items (excluding items of seasonal food) as published in the monthly digest of statistics (Table 18.1) issued by the Central Statistical Office in the United Kingdom for the month immediately preceding each Review Date

B is the index value of the said General Index for all items etc (as above) for the month immediately preceding the Date of Entry in the case of the first Review Date and for the month immediately prior to the preceding Review Date in the case of Subsequent Reviews.

- 2 If the said General Index is no longer published the revised Rent shall be determined by reference to such other suitable index or formula as may be agreed between the parties or in the absence of agreement as may be determined by an independent surveyor (acting as an arbitrator and not as an expert) to be appointed failing agreement upon the application of either party to the President for the time being of the Royal Institute of Chartered Surveyors and the decision of the surveyor shall be final and binding.

~~to~~ Enclark - Ltd
David Mackel T.

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D/E

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D/E

AND the said Lords grant Warrant for lawful execution hereon.

EXTRACTED by me having commission to that effect from the Keeper of the Registers of Scotland.

Board of Management

Subject/Title:	Update on Insurance Cover for Longman Campus Demolition
Author: [Name and Job title]	Fiona Mustarde, Director of Finance
Meeting:	Longman Disposal Project Board
Meeting Date:	19 January 2018
Date Paper prepared:	12 January 2018
Brief Summary of the paper:	To update the Board on the current status of insurance arrangements for the Longman Campus demolition project. No further progress can be made until a detailed project plan is finalised.
Action requested: [Approval, recommendation, discussion, noting]	For noting
Link to Strategy: Please highlight how the paper links to, or assists with:: <ul style="list-style-type: none"> • compliance • partnership services • risk management • strategic plan • new opportunity/change 	
Resource implications:	Yes If yes, please specify:
Risk implications:	Yes If yes, please specify: Operational: Organisational: Reputational and financial damage if a major incident were to take place and the College is exposed due to inadequate insurance being held.
Equality and Diversity implications:	No If yes, please specify:
Consultation: [staff, students, UHI & Partners, External] and provide detail	N/A

Status – [Confidential/Non confidential]	Confidential		
Freedom of Information Can this paper be included in “open” business* [Yes/No]	No		
*If a paper should not be included within “open” business, please highlight below the reason.			
Its disclosure would substantially prejudice a programme of research (S27)		Its disclosure would substantially prejudice the effective conduct of public affairs (S30)	
Its disclosure would substantially prejudice the commercial interests of any person or organisation (S33)	X	Its disclosure would constitute a breach of confidence actionable in court (S36)	
Its disclosure would constitute a breach of the Data Protection Act (S38)		Other (please give further details)	
For how long must the paper be withheld? (express either as the time which needs to pass or a condition which needs to be met.)			

Further guidance on application of the exclusions from Freedom of Information legislation is available via

<http://www.itspublicknowledge.info/ScottishPublicAuthorities/ScottishPublicAuthorities.asp> and

http://www.itspublicknowledge.info/web/FILES/Public_Interest_Test.pdf

Insurances for Longman Campus Demolition

Executive summary

Existing insurance covers remain in force for the Longman campus. However, the insurance requirements will change once the demolition project commences.

Background information

The College needs to seek advice on both the nature and level of cover required to protect the organisation throughout the demolition project. We have previously completed an exercise sourcing an indicative quote for project insurance through the construction specialist within our existing broker, Marsh UK. The resulting quote is approximately £35,000 however this does not include some cover which it is likely we should hold, such as non-negligence, and therefore I would suggest that this is a starting point only.

A further element, which may affect the insurance cover required, is in relation to the cabling into the Thus building. We will need to ensure that there is appropriate cover in place in the event of our project damaging the Thus cables.

After further discussions, it has been agreed that the College should seek appropriate advice prior to agreeing insurance covers. This will ensure that the College has the right coverage and at the most appropriate levels. Whilst our broker can provide a certain level of guidance in terms of coverage required, it is down to the College to determine what that level of cover should be.

Our existing broker has confirmed that they would be able to act as insurance advisors to us without conflict. They have advised that in order to secure accurate guidance, an insurance advisor will require a clear specification of requirements, including a detailed project plan. Therefore further progress on this matter is dependent on a finalised project plan. Once the project plan is updated and finalised, we will move quickly to appoint an insurance advisor.

Normal practice would be for the appointed contractor to hold the appropriate insurances throughout the project and this would be included as part of the contract specification. However, due to the size and complexity of this project, it may be that the level of cover required is greater than a contractor would carry and therefore could lead to a lack of suitable contractors willing to undertake the work. In those circumstances, it would be reasonable that the College itself hold the relevant insurances.

University of the Highlands and Islands

Committee	Longman Disposal Project Board
Subject	Grant Obligation – Millennium Commission
Action requested	<input type="checkbox"/> For noting
Current Position	<p>The Big Lottery Fund have agreed in principal that it is likely that the grant of ~£1.6m (amount to be finalised when actual date of disposal is known) can be held by UHI in an escrow account and used for a suitable educational capital project in the Highlands and Islands but they are not able to confirm this until the actual disposal takes place and the net proceeds are known. If this arrangement is approved, the escrow account will be accessed on the approval of the Big Lottery Fund and UHI/SFC.</p> <p>This arrangement is subject to approval by SFC but this is likely to be forthcoming. A verbal update will be provided at the meeting on 19th January.</p>
Resource implications (If yes, please provide detail)	None
Risk implications (If yes, please provide detail)	Agreement with Big Lottery Fund required before disposal/demolition otherwise full grant repayment of all Millennium Commission funding could be triggered.
Date paper prepared	9th January 2018
Date of committee meeting	19 th January 2018
Author	Fiona Larg
Link with strategy Please highlight how the paper links to, or assists with:	Capital Projects
<ul style="list-style-type: none"> • compliance • partnership services • risk management • strategic plan/enabler • other activity (eg new opportunity) – please provide further information. 	
Equality and diversity	Not applicable
Status (eg confidential)	Open
Freedom of Information	Yes

<p>Can this paper be included in "open" business? *</p>	
<p>Consultation How has consultation with partners been carried out? (Summary of response should be included in the paper)</p>	<p>Ongoing discussion with Big Lottery Fund to ensure that they are regularly updated on disposal.</p>

Inverness College
c/o Struer Consulting Engineers
Per: Kenneth Stevenson
Moorpark House
11 Orton Place
Wester Road
Glasgow
Lanarkshire
G51 2hf

Please ask for: Jenna Baldie
Direct Dial: 01463 785075
E-mail: jenna.baldie@highland.gov.uk
Our Ref: 17/03102/DEM
Your Ref:
Date: 30 October 2017

Dear Sir/Madam

**TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1997 (AS AMENDED)
PRIOR NOTIFICATION FOR DEMOLITION OF BUILDINGS
JANITOR'S HOUSE, 8 BURNETT ROAD, INVERNESS, IV1 1TF**

I refer to your prior notification registered on the 17 October 2017.

The Highland Council in exercise of its powers under the above Act and Article 3 of the Town and Country Planning (General Permitted Development) (Scotland) Order 1992 (as amended) has determined that **prior approval is not required** for the above development.

The development can now proceed in strict accordance with the particulars given in the prior notification submission. Any changes to the scheme may require a further prior notification submission.

IMPORTANT INFORMATIVES

Please read the following informatives and, where necessary, act upon the requirements specified:

TIME LIMIT OF PERMISSION

In accordance with the Town and Country Planning (General Permitted Development) (Scotland) Order 1992 (as amended), the development to which this decision relates must be carried out within FIVE YEARS of the date of this decision notice. If the development has not been carried out within this period, then this permission shall lapse.

Yours faithfully

DJM Nicola Drummond

**Area Planning Manager – South/Major Developments
(Inverness, Nairn, Badenoch and Strathspey & Lochaber)**