

Part of The Co-operative Group

13th Floor  
1 Angel Square  
Manchester  
M60 0AG

Telephone:  
0843 751 0000  
[www.co-operativepharmacy.co.uk](http://www.co-operativepharmacy.co.uk)

The **co-operative**  
pharmacy

**By E-Mail & U.K. Mail Next Day Delivery**

Our Ref: EG/GK

24<sup>th</sup> February, 2014.

Sue Hay,  
Primary Care Contracts Team,  
Westholme,  
Woodend Hospital,  
Aberdeen.  
AB15 6LS

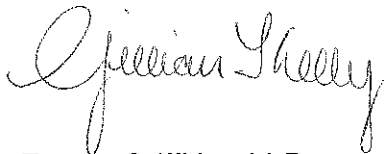
Dear Sue,

**Co-operative Group Healthcare Limited**  
**Application for Inclusion in the Pharmaceutical List at**  
**Smiddyhill Road, Fraserburgh**

Please find enclosed completed re-application as above, together with supporting documents.

If there is any further information you require, please do not hesitate to contact me.

Yours sincerely,



Emma Griffiths, LLB  
National NHS Contracts Manager

Enc.



**Application for Inclusion in the Pharmaceutical List to Provide Pharmaceutical Services – Relocation or New Application**

(Please delete words/sections which do not apply)

TO ..... GRAMPIAN ..... HEALTH BOARD

**1. Applicant's details**

I am/we are applying as an Individual/ a Pharmacist/ a Corporate Body. (\* If applying as Corporate Body please also provide Superintendent Pharmacist details below)

I/We (name of person making application) EMMA GIFFITHS

of (correspondence address and name of company if relevant)

CO-OPERATIVE GROUP HEALTHCARE LTD.  
13<sup>th</sup> FLOOR DEPT 10306  
1 ANGEL SQUARE  
MANCHESTER  
M6B 0AG

apply to have my/our name(s) included in the pharmaceutical list. The application is in respect of:

- (a) the relocation of the premises from which I/we provide pharmaceutical services specified in Part 4. (Please complete Parts 2, 3, 4 (a) or (b) and sign and date the application at 5).
- (b) the opening of new premises for the provision of pharmaceutical services specified in Part 4. (Please complete Parts 2, 4 (b) and sign and date the application at 5).

\* Superintendent Pharmacist is JANICE PERKINS

**2. Premises details**

(a) The premises from which I/we propose to provide pharmaceutical services are/will be at—

SMIDY HILL ROAD  
FEASEBURY

(b) the premises from which it is proposed to provide pharmaceutical services are—

(i) already constructed Yes  No

(ii) already in our possession (lease or ownership) Yes  No

\*\*(iii) registered by the General Pharmaceutical Council in my/our name(s)

Yes  No  N/A

If the answer to (iii) is yes, state reference number.

If the answer to (iii) is no, give date of application for registration.

\*\*\* (e) If applicable the Responsible Pharmacist at the said premises will be---

Name

GPhC Registration No.

If the application is for a relocation please proceed to Part 3, if not please proceed to Part 4(b)

### 3. Relocation Details

(a) To be completed only by persons whose names are included in the pharmaceutical list applying under Part 1(a)

(i) the premises in the Board's area from which I am/we are currently providing pharmaceutical services are at---

(ii) the relocation is for the following reasons:

If the relocation application is considered to be minor please complete (iii) and then proceed to Part 4(a). If relocation is other than minor please proceed to Part 4(b)

(iii) To be completed only if the applicant considers relocation to be minor. A minor relocation is one where there will be no significant change in the neighbourhood population served, and other circumstances are such that there will be no significant effect on the NHS pharmaceutical services provided by the applicant or any other person on the Board's list.

(ii) Describe any adjustments you intend to make to the promises to ensure you will comply with the duties incumbent upon you, as the provider of pharmaceutical services, under section 29 of the Equalities Act 2010.

N/A

(iii) Please provide a description of the pharmaceutical services you currently and will continue to provide, along with detail of any further services you propose to provide if relocation is successful.

N/A

(iv) Please provide the date you intend to commence the provision of the services detailed above if relocation is successful.

N/A

(v) Please detail the hours in each day that you currently and will continue to provide such services, along side any intention to extend hours (taking into account the Board's Hours of Service Scheme.)

N/A

Please proceed to Part 5

I/We consider the relocation fulfils the criteria for minor relocation because:---

N/A

It is preferred that services will be continuous however if the service will be interrupted please state why and for what period below.

N/A

If the application is for a minor relocation please proceed to Part 4(a)

If the application is for a relocation other than minor or for a new application please proceed to Part 4 (b).

4.

**Part 4(a) – Additional information. To be completed by persons applying for a minor relocation.**

Please note, the NHS Board may reject your application if they do not consider that you have provided sufficient detail.

(i) If the answer to 2(b)(ii) is no, please provide written consent from the person who may grant such possession that the premises may be used for the provision of pharmaceutical services.

**Part 4(b) – Applicant's Assessment. To be completed by persons applying for a relocation other than minor or to open new premises.**

(i) If the answer to 2 (b)(ii) is no, please provide written consent from the person who may grant such possession that the premises may be used for the provision of pharmaceutical services.

(ii) Describe any adjustments you intend to make to the premises to ensure you will comply with the duties incumbent upon you, as the provider of pharmaceutical services, under section 29 of the Equalities Act 2010.

PLEASE SEE ADDITIONAL INFORMATION

(iii) Describe the boundaries of the neighbourhood, where you intend to provide pharmaceutical services, which your application proposes to cover.

PLEASE SEE ADDITIONAL INFORMATION.

(iv) Provide an assessment of the current provision, in the proposed neighbourhood, for which you believe there not to be adequate provision and evidence to support that view.

PLEASE SEE ADDITIONAL INFORMATION

(v) Describe the pharmaceutical services you will provide.

PLEASE SEE ADDITIONAL INFORMATION.

(vi) State the date you intend to commence the provision of the services detailed above.

WITHIN 3 MONTHS OF THE GRANT OF THIS APPLICATION OR BY JULY 1<sup>st</sup> 2014.

(vii) State the hours in each day that you intend to provide such services (taking into account the Board's Hours of Service Scheme.)

08-30 - 18.00 MONDAY - FRIDAY  
09-00 - 13.00 SATURDAY  
CLOSED SUNDAY

(viii) Provide details of the consultation conducted and a summary of views from people within the neighbourhood that the application affects.

PLEASE SEE ADDITIONAL INFORMATION .

(ix) Has there been an application to provide pharmaceutical services in the neighbourhood that encompasses the same or substantially the same area encompassed by the neighbourhood as stated at 4(ii) above within the previous 12 months?

Yes  No

If yes, please provide evidence of the significant change that has occurred that means in your view that it is now necessary or desirable that an application be granted in order to secure adequate provision of pharmaceutical services in the neighbourhood to which the application relates. If the answer is no please proceed to Part 5.

N/A



5. We undertake to provide the services as detailed in this Form and undertake to provide such of these services as may be approved by the Board in accordance with the terms of service for the time being in operation.

Signed 

Print Name **CILLIAN L STONE**

2035219

Date **24TH FEBRUARY 2014**

NOTES:

(1) An application on Form A (1) will be required by any person already included or who wishes to be included in the pharmaceutical list to undertake to supply pharmaceutical services from additional or alternative premises. A person wishing to be included on the list to provide pharmaceutical services from premises already on the list should complete Form A (2).

(2) *Please note that medicines cannot be dispensed from the premises until they are registered by the General Pharmaceutical Council. Although an application to be included in the pharmaceutical list can be considered in advance of such registration, registration details and any other information required but not given at the initial application stage must subsequently be provided on Form B before inclusion in the list is confirmed.*

(3) *\*\*Premises need only be registered with the General Pharmaceutical Council if the intention is to dispense medicines from the premises.*

(4) *\*\*\*Responsible Pharmacist details should be provided if full pharmaceutical services are being provided.*

(5) *Payment cannot be made for NHS services provided before the date of entry in the pharmaceutical list recorded in Form C as issued by the Board.*

The Co-operative Pharmacies application for Smiddyhill Road, Fraserburgh,

#### Additional Information

##### Part 4b

- (i) Lease of the premises is attached. All days was bought by the Co-operative Group and now forms part of the main food estate.
- (ii) The adjustments we would make to the premises to ensure that we are compliant with the Equality Act are installation of automatic doors, installation of hearing loop, level access into and throughout the branch, and a wide door way into the consultation room. We also have parking available at the pharmacy.
- (iii) We have defined the neighbourhood as being from Boothby Road, to the open fields behind Banff and Buchan College to joining Alexandra Terrace to Saltoun Place into Links Road to the North Sea, from the North Sea across Fraserburgh Gold Course following the open land behind the housing at Pitblae to rejoin Boothby Road. This area encompasses south Fraserburgh which has seen a significant increase in house building over recent years.
- (iv) There is no pharmacy provision within the defined neighbourhood. Residents have to travel one mile to access the existing pharmacy network. A pharmacy located so far from the resident population can not be fully meeting the needs of the local population. Within this neighbourhood there is a considerable amount of elderly residents and residents with young children who often find it difficult to access pharmaceutical services without overcoming travelling difficulties in terms of the distance to walk or accessing public transport when private transport is not available. Having a pharmacy located in the heart of the community would overcome such difficulties and would support access to a full range of pharmaceutical services. Additionally Fraserburgh has seen considerable housing expansion over recent years attracting many new residents from outside of the area to the town. With the housing growth there has not been an increase in pharmaceutical provision in a location which is accessible to the residential population. Furthermore, parking is also difficult in the town centre so accessing a pharmacy can be difficult due to parking restraints. We have a car park available for customers directly outside of the pharmacy.
- (v) We are proposing to provide a full range of pharmaceutical services under the Scottish contract as well as weight management services, flu clinics and a delivery service.
- (vi) We are hoping to open by July 1<sup>st</sup> 2014 but at least within 3 months from the grant of the application.
- (vii) 08.30-18.00 Monday to Friday and 09.00-13.00 Saturday, Closed Sunday.
- (viii) The public consultation advert was published in the Fraserburgh Herald on the 10<sup>th</sup> January 2014 and run until 12<sup>th</sup> February 2014. A copy of the advert placed is attached for information. From this consultation we received 36 responses, 35 in support of the application and 1 opposed. The public's view included, the pharmacy would overcome access difficulties in parking, access difficulties into town to access the existing pharmacies, the pharmacy would meet the needs of methadone service users in South Fraserburgh, the elderly residents would benefit from the pharmacy being closer to their place of residence when they do not have to go into town.



THE QUEEN'S AWARDS  
FOR ENTERPRISE  
SUSTAINABLE DEVELOPMENT  
2012



INVESTOR IN PEOPLE

## **Public Consultation on Proposed New Pharmacy at Smiddyhill Road, Fraserburgh, Grampian**

The Co-operative Pharmacy intends to submit an application to NHS Grampian to open a new pharmacy in Fraserburgh and members of the public are invited to comment as to the need for this proposal.

The Co-operative Pharmacy wish to provide the full range of pharmaceutical services together with additional pharmaceutical services as required by the Health Board under an NHS arrangement from the new site at:

**Smiddyhill Road,  
Fraserburgh, Grampian**

The proposed pharmacy would be open the following hours if granted:

Monday to Friday: 8.30am until 6pm

Saturday: 9am until 1pm

Sunday: Closed

All public responses to this proposal are welcomed and can be submitted by post to:

**Mrs G. Kelly  
Co-operative Pharmacy  
Department 10306  
13th Floor  
Angel Square  
Manchester  
M60 0AG**

Or by email to:  
**[nhscontractapplications@co-operative.coop](mailto:nhscontractapplications@co-operative.coop)**

Consultation closes on Wednesday 12th February.

The **co-operative** pharmacy  
Here for you for life

The Co-operative Pharmacy, Dept. 10306, 13th Floor, Angel Square, Manchester M60 0AG.

97/710

**Books of Council and Session**

**Extract Registered 9 Jan 97**

**LEASE**

**EAGLEBAY LIMITED  
ALLDAYS STORES LIMITED**

2

**MACLAY MURRAY & SPENS  
DX ED137, EDINBURGH**

Registers of Scotland

97710

AT EDINBURGH the Ninth day of January Nineteen hundred and ninety seven 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:-

9 JAN 1997

30 Pgs

2 Ets

FAS 4889

DATE

PLP

710

710

Lease  
between  
 Eaglebay Limited  
and  
 Alldays Stores Limited

Smiddyhill Road,  
Fraserburgh, Aberdeenshire

dx 41  
EXTRACTS

EXECUTION  
Maclay Murray & Spens  
Solicitors

EDINBURGH GLASGOW LONDON BRUSSELS

3 GLENFINLAS STREET  
EDINBURGH EH3 6AQ

DX EDINBURGH BOX NO 137 TELEPHONE 0131-226 5196  
FAX 0131-226 3174 & 0131-225 9610 TELEX 727238 VINDEK

21

# Registers of Scotland

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## I N D E X

### Clause:

1. Interpretation
2. Grant
3. Duration
4. Rent
5. Rent reviews
6. Tenants' obligations
  - 6.1 To pay rent
  - 6.2 To pay rates and outgoings
  - 6.3 To comply with insurance obligations
  - 6.4 To repair
  - 6.5 To yield up
  - 6.6 To decorate
  - 6.7 To clean windows
  - 6.8 To remove refuse
  - 6.9 To provide fire fighting equipment
  - 6.10 Not to overload
  - 6.11 To permit Landlord's entry
  - 6.12 To permit viewing
  - 6.13 To permit erection of boards
  - 6.14 To give Landlord particulars of notices
  - 6.15 To comply with statute
  - 6.16 To obtain statutory consents
  - 6.17 Not to permit encroachments
  - 6.18 Not to alter
  - 6.19 Use
  - 6.20 Not to create a nuisance
  - 6.21 Not to assign or sub-let
  - 6.22 To observe title conditions
  - 6.23 To pay expenses
7. Landlord's obligations
  - 7.1 Warrandice
  - 7.2 To comply with insurance obligations
  - 7.3 To enforce provisions of titles
8. Insurance
  - 8.1 Landlord's obligations
    - 8.1.1 To insure

MMS7/19347/1

# Registers of Scotland

(ii)

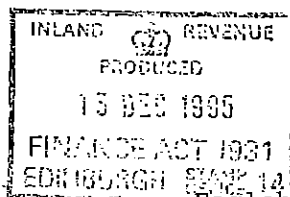
- 8.1.2 To insure third party risks
- 8.1.3 To produce policy and premium receipts
- 8.1.4 To lay out insurance monies
- 8.2 Tenants' obligations
  - 8.2.1 To pay premium(s)
  - 8.2.2 Not to void insurances
  - 8.2.2 To make up shortfall
  - 8.2.4 To intimate destruction damage or cessation of occupation
- 8.3 Insurance provisos
  - 8.3.1 Rent abatement
  - 8.3.2 Termination
  - 8.3.3 Reinstatement
- 9. Provisos
  - 9.1 Irritancy
  - 9.2 Rei interitus
  - 9.3 Acceptance of condition
  - 9.4 Landlord not liable for loss
  - 9.5 No warranty
  - 9.6 Tenants a partnership
  - 9.7 Value Added Tax
  - 9.8 Unenforceable provisions
  - 9.9 Notices
  - 9.10 Arbitration
- 10. Proper law and jurisdiction
- 11. Stamp certificate
- 12. Consent to registration

## Schedule

- PART I The Premises
- PART II Rights granted
- PART III Rights reserved

# Registers of Scotland

*Handwritten signature/initials*



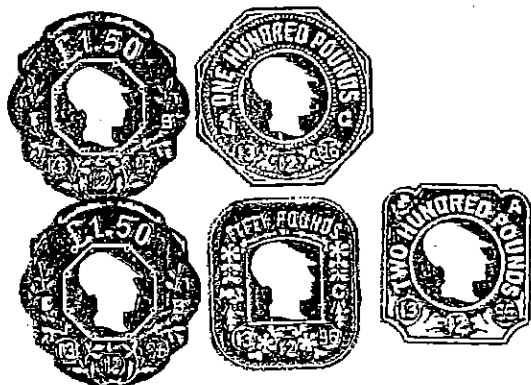
L E A S E

between

Eaglebay Limited, incorporated under the Companies Acts (company number SC155834) and having its registered office at 90/92 Queen Street, Broughty Ferry, Dundee (hereinafter referred to as "the Landlord") OF THE FIRST PART

and

ALLDAYS STORES LIMITED, incorporated under the Companies Acts (Company Number 851030) and having their registered office at 134a West End Road, Bitterne, Southampton (hereinafter referred to as "the Tenants") OF THE SECOND PART



It is CONTRACTED and AGREED between the Landlord and the Tenants as follows, namely:-

1. Interpretation

In this Lease (including the Schedule):-

- 1.1 The expression "the Landlord" includes its successors in title.
- 1.2 The expression "the Tenants" includes but only in substitution therefor their permitted assignees or sub-tenants.
- 1.3 Where the Tenants at any time include more than one person or body of persons their respective undertakings and obligations shall be deemed to be joint and several without the necessity of discussing them in their order.
- 1.4 Where the context so requires or admits the masculine, feminine or neuter genders shall include the other genders and the singular or plural number shall include the other number.
- 1.5 The clause headings are for guidance only and do not affect the construction of this Lease.
- 1.6 "the Insurance Risks" means fire, lightning, thunderbolt, storm, tempest, explosion, earthquake, impact, aircraft (other than hostile) and articles dropped therefrom, riot, civil commotion, bursting or overflowing of water tanks, apparatus or pipes, flood, labour disturbances and malicious damage

MMS7/19347/1

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# Registers of Scotland

2.

together with any other risks which the Landlord may at any time desire to be covered.

- 1.7 "the Planning Acts" means the Town and Country Planning (Scotland) Acts 1947 to 1977 or any Act of Parliament for the time being in force modifying, re-enacting, replacing or supplementing the same.
- 1.8 "the Premises" means the subjects more particularly described in Part I of the Schedule.
- 1.9 "the Prescribed Rate" means three per centum per annum above the base lending rate from time to time of the Royal Bank of Scotland plc or, if the said base lending rate ceases to exist, three per centum per annum above such other rate of interest reasonably equivalent to the said base lending rate as the Landlord may from time to time by notice to the Tenants specify.
- 1.10 "Quarter Days" means each of Twenty eighth February, Twenty eighth May, Twenty eighth August and Twenty eighth November and references to "quarter", "quarterly", "term day", "term" and "termly" shall be construed accordingly.
- 1.11 "the Schedule" means the Schedule annexed and executed as relative hereto.

## 2. Grant

The Landlord in consideration of the rent and other prestations hereinafter specified hereby lets to the Tenants but excluding assignees and sub-tenants except as hereinafter mentioned the Premises TOGETHER WITH the rights and privileges specified in Part II of the Schedule BUT EXCEPTING and RESERVING to the Landlord and others authorised by it the rights and others specified in Part III of the Schedule.

## 3. Duration

The Lease shall endure for the period from Twenty fifth October Nineteen hundred and ninety six (which notwithstanding the date or dates hereof is the date of entry) until Twenty fourth October Two thousand and sixteen.

## 4. Rent

- 4.1 The Tenants shall pay to the Landlord in name of rent a sum of FIFTEEN THOUSAND POUNDS (£15,000) STERLING per annum which rent shall be subject to reviews as aftermentioned.
- 4.2 The Tenants shall pay all such yearly rents quarterly in advance on each of the Quarter Days in

MMS7/19347/1

5

# Registers of Scotland

3.

each year beginning the first payment of the said rent at the date of entry and such payment shall cover the period from such date of entry to the term day immediately succeeding, and so forth quarterly, termly and proportionally thereafter during the whole currency hereof with interest at the Prescribed Rate on each quarter's payment from the date upon which same becomes due until payment, if same shall not have been paid within fourteen days of a written demand therefor.

## 5. Rent reviews

Notwithstanding the provisions of Clause 4.1 hereof, it is further agreed that:-

5.1 As from Twenty fifth October in the year Two thousand and one and as from Twenty fifth October in every fifth year thereafter during this Lease (each such date being hereinafter referred to as a "Date of Review") the annual rent for the time being payable under this Lease (hereinafter called "the Revised Rent") shall be the greater of (i) the annual rent payable in the period immediately before the Date of Review in question and (ii) the Open Market Rent (as hereinafter defined) at the relevant Date of Review.

5.2 "Open Market Rent" means such an amount as may be agreed between the Landlord and the Tenants or determined in accordance with Clause 5.3 hereof as representing the yearly rent at the relevant Date of Review at which the Premises might reasonably be expected to be let on the open market with vacant possession for a period commencing at the Date of Review in question equal in duration to the greater of (i) the unexpired period of this Lease or (ii) ten years by a willing landlord to a willing tenant upon the supposition (if not a fact) that the Tenants have complied with all the obligations on the part of the Tenants imposed by this Lease (but without prejudice to any rights of the Landlord in regard thereto), and in all other respects on the terms and conditions of this Lease (other than the amount of rent payable hereunder at the relevant Date of Review but including provisions for rent review at five yearly intervals throughout the term of the relevant letting on the same terms, mutatis mutandis, as those herein contained) and disregarding

- (i) the fact that the Tenants or any permitted sub-tenants or their respective predecessors in title have been in occupation of the Premises or any part thereof,
- (ii) any goodwill attached to the Premises by

MMS7/19347/1

6

# Registers of Scotland

4.

reason of the business carried on therein or in any part thereof by the Tenants or any permitted sub-tenants or their respective predecessors in title,

(iii) any works, alterations, additions or improvements carried out by the Tenants or their sub-tenants or their respective predecessors in title otherwise than in pursuance of an obligation to the Landlord,

(iv) any fitting out works (irrespective of whether such fitting out works shall have been carried out in pursuance of an obligation to the Landlord or not) carried out by the Tenants or their permitted sub-tenants or their respective predecessors in title whether before or after the date of entry hereunder, and

5.3 If the Landlord and the Tenants shall be unable to agree upon the amount of the Open Market Rent as aforesaid by the expiry of the period of three months after the relevant Date of Review then the same shall be determined at the option of either party by a surveyor (who shall act as an arbiter in accordance with the Arbitration (Scotland) Act 1894 to be agreed upon by the Landlord and the Tenants or, in the event of failure so to agree within fourteen days of one party giving its nomination to the other, then the same shall be determined by a surveyor (who shall act as an arbiter in accordance with the Arbitration (Scotland) 1894 and who shall be experienced in assessing rental levels of properties similar to and in the same general location as the Premises) to be nominated at the request of either the Landlord or the Tenants by the Chairman (or if he is unable or unwilling to act, the Vice Chairman) for the time being of The Scottish Branch of the Royal Institution of Chartered Surveyors and the fees payable to the said Chairman or Vice Chairman and any such surveyor shall be borne and paid equally by the Landlord and the Tenants.

5.4 Notwithstanding the decision of the surveyor hereinbefore referred to, in no event shall the rent payable by the Tenants after each Date of Review be less than the rent payable by the Tenants immediately before such Date of Review.

5.5 In the event that by the relevant Date of Review the amount of the Revised Rent has not been agreed between the Landlord and the Tenants or determined as aforesaid, then in respect of the period of time (hereinafter called "the Interval") beginning with the relevant Date of Review and ending on the

MMS7/19347/1

# Registers of Scotland

5.

Quarter Day immediately following the date upon which the amount of the Revised Rent is agreed or determined as aforesaid, the Tenants shall pay to the Landlord in manner hereinbefore provided rent at the yearly rate payable immediately before the relevant Date of Review and, within fourteen days after the date upon which the amount of the Revised Rent is agreed or determined as aforesaid (and, in the case of determination, intimated in writing to the Tenants), the Tenants shall make payment to the Landlord of (i) a sum of money equal to rent in respect of the Interval at a yearly rate equal to the difference between the amount of the rent payable immediately before the relevant Date of Review and the Revised Rent and (ii) interest at three per centum below the Prescribed Rate on that sum calculated on the basis that the component parts thereof accrued and fell due for payment at quarterly intervals on the term days for payment of the rent hereunder as part of the rent due hereunder as from the relevant Date of Review.

5.6 As soon as the amount of rent payable after a Date of Review has been agreed or ascertained in accordance with the terms hereof, the parties hereto will execute a Memorandum thereof specifying the amount of the Revised Rent.

5.7 If at any Date of Review, the Landlord shall be obliged legally or otherwise to comply with any Act of Parliament, Statutory Order or Regulation dealing with the control of rent and which shall restrict or modify the right of the parties to determine the Revised Rent in accordance with the terms of this Lease, then on the date upon which any such enactment is removed, relaxed or modified the Landlord shall be entitled on giving not less than three months' written notice to the Tenants to introduce an intermediate date of review (hereinafter called "the Intermediate Date of Review") which shall be the date of expiration of such notice and the rent payable hereunder from an Intermediate Date of Review to the next succeeding Date of Review or Intermediate Date of Review or the date of termination of this Lease (whichever shall first occur) shall be determined in like manner as the rent payable from each Date of Review as hereinbefore provided.

## 6. Tenants' obligations

The Tenants hereby BIND themselves and their successors in manner following, namely:-

### 6.1 To pay rent

To pay to the Landlord the rent hereinbefore made

MMS7/19347/1

# Registers of Scotland

6.

payable and in manner aforesaid together with (on the expiry of fourteen days after a written demand therefor) any interest due thereon.

6.2 To pay rates and outgoings

To pay and discharge all rates, taxes, charges, assessments, impositions, and outgoings whatsoever whether parliamentary, parochial, local or of any other description which are now or may at any time hereafter be taxed, assessed, charged or imposed upon or payable in respect of the Premises or on the owner or occupier in respect thereof except (i) any rent or interest on outstanding rent payable by the Landlord to any superior landlord (ii) any taxes or assessments arising in consequence of dealings (actual or deemed) by the Landlord with its interest in the Premises or any part thereof (iii) any feuduty or ground burdens exigible in respect of the Premises (iv) any tax in respect of receipt of rent.

6.3 To comply with insurance obligations

To comply with their obligations relating to insurance contained in Clause 8.2 hereof.

6.4 To repair

Throughout the subsistence of this Lease to repair, maintain and, if necessary for the purpose of repair and maintenance, rebuild and reinstate the Premises and all additions and alterations thereto and the Landlord's fittings and fixtures therein and thereon in good and substantial repair and maintained, kept tidy, paved and cleansed all to the reasonable satisfaction of the Landlord which obligations shall subsist irrespective of the cause of damage or destruction necessitating such repair, rebuilding or reinstatement as aforesaid. The Tenants shall not, however, be responsible for making good or for the cost of making good (i) any damage caused by any of the Insurance Risks or (ii) any damage attributable to any act of omission of the Landlord or those for whom the Landlord is legally responsible.

6.5 To yield up

At the expiration or sooner determination of this Lease quietly to yield up unto the Landlord the Premises together with all additions and improvements made thereto in the meantime and in such state and condition as shall in all respects be consistent with a full and due performance by the Tenants of the provisions contained herein and all fixtures (other than trade or tenants' fixtures affixed by the Tenants) in or upon the Premises or which during the subsistence of this Lease may have

# Registers of Scotland

7.

been affixed or fastened to or upon the same, and to make good to the reasonable satisfaction of the Landlord any damage caused by the removal of any additions, erections, fixtures, fittings, plant and machinery in the nature of tenants' or trade fixtures or fittings which the Tenants shall be entitled to remove.

## 6.6 To decorate

6.6.1 In the third year from the commencement of this Lease and afterwards in the last year of every consecutive period of three years during the subsistence hereof (the first of such periods to commence from the expiration of the said third year) and in the last year of this Lease (howsoever determined) unless already carried out in that year to prepare and paint or otherwise treat in a manner appropriate to the finishes concerned with tints and colours all as previously existing (unless previously approved in writing by the Landlord, such approval not to be unreasonably withheld or a decision thereon delayed) in a proper and workmanlike manner all to the reasonable satisfaction of the Landlord all the outside wood, metal of the Premises and all other exterior parts now or which ought to be so painted or otherwise treated, such painting to be with two coats of good quality paint or such equivalent as the Landlord shall approve, such approval not to be unreasonably withheld or a decision thereon delayed.

6.6.2 Once in the fifth year from the commencement of this Lease and afterwards in the last year of every consecutive period of five years during the subsistence hereof and in the last year of this Lease (howsoever determined) unless already carried out in that year to prepare and paint in a proper and workmanlike manner all to the reasonable satisfaction of the Landlord, all the inside wood and metal and other work of the Premises now or which ought to be so painted with two coats of good quality paint and also with every such internal painting, to whitewash, colourwash, polish, distemper, grain, varnish, paper and otherwise decorate in a proper and workmanlike manner, all to the reasonable satisfaction of the Landlord, all such internal parts of the Premises now or which ought to be so treated.

## 6.7 To clean windows

MMS7/19347/1

# Registers of Scotland

8.

To clean the windows in the Premises as often as occasion shall require and at least once in every calendar month.

6.8 To remove refuse

Not to permit refuse to accumulate on the Premises and not to bring or keep or suffer to be brought or kept upon the Premises anything which is in any way detrimental to the amenity of the neighbourhood.

6.9 To provide fire fighting equipment

To keep the Premises sufficiently supplied and equipped with fire fighting and extinguishing apparatus and appliances of a type to be approved from time to time by the Fire Authority and to keep such apparatus and appliances in good working order at all times and not to obstruct the access to or means of working such apparatus and appliances by their operations at or connected with the Premises.

6.10 Not to overload

Not knowingly to overload in any way the Premises or any part thereof.

6.11 To permit Landlord's entry

To permit the Landlord or its agents or such workmen as may be authorised in writing by them at convenient times during normal working hours during the currency of this Lease by prior written arrangement with the Tenants except in cases of emergency to enter into and upon the Premises and examine the state of repair and condition of the same and within two calendar months or sooner if requisite after notice in writing to the Tenants shall have been given of all defects and wants of repair found on such examination and for which the Tenants are responsible in terms of the other Clauses of this Lease to repair and make good the same according to such notice and the conditions herein contained and in case the Tenants shall make default in so doing (after having received written notice to this effect from the Landlord) it shall be lawful for workmen or others to be employed by the Landlord to enter upon the Premises during normal working hours and repair and restore the same and all expenses incurred thereby shall on demand be paid by the Tenants to the Landlord.

6.12 To permit viewing

At all reasonable times during the subsistence of this Lease to permit all prospective purchasers of or dealers in the Landlord's interest in the

# Registers of Scotland

9.

Premises, prospective lenders or insurance surveyors by order in writing of the Landlord or its agents by prior arrangement with the Tenants to view the Premises without interruption, during normal business hours save where such access would materially inconvenience the Tenants or the business carried on at the Premises.

6.13 To permit erection of boards

To permit the Landlord or its agents at any time during this Lease after at least forty eight hours' prior written notice to enter upon the Premises and to fix and retain without interference upon any suitable part or parts thereof a notice board for re-letting (if there be a reasonable likelihood of this Lease being terminated) or selling the same and to permit all persons by order in writing of the Landlord or its agents to view the Premises at reasonable times during normal business hours without interruption save where such access would materially inconvenience the Tenants or the business carried on at the Premises declaring that the Landlord shall be bound to remove any such notice boards immediately an unconditional agreement for a sale or re-let is made.

6.14 To give Landlord particulars of notices

To give full particulars to the Landlord of any notice, direction or order or proposal for a notice, direction or order made, given or issued to the Tenants by any Local or Public Authority within fourteen days of the receipt of the same and if so required by the Landlord to produce the same to the Landlord and without delay to take all reasonable steps to comply with any such notice, direction or order and at the request of the Landlord but at the joint cost of the Landlord and the Tenants to make or join with the Landlord in making such objection or representation against or in respect of any proposal for such a notice, direction or order as the Landlord shall deem reasonably expedient.

6.15 To comply with statute

Not at any time during the subsistence of this Lease to do or omit or permit to be done or omitted anything on or in connection with the Premises the doing or omission of which shall be a contravention of the provisions of the Planning Acts, the Offices Shops and Railway Premises Act 1963, the Fire Precautions Act 1971, the Health and Safety at Work et cetera Act 1974, or any Act of Parliament for the time being in force modifying, re-enacting, replacing or supplementing the same or any other Act of Parliament whatsoever or of any licences,

MMS7/19347/1

12



# Registers of Scotland

10.

consents, permissions and conditions (if any) granted or imposed thereunder (all such provisions being hereinafter referred to as "the Statutory Provisions") and to indemnify the Landlord against all damages, penalties, costs, charges and claims in respect of such acts and omissions or any of them.

## 6.16 To obtain statutory consents

6.16.1 In the event of the Landlord giving written consent to any of the matters in respect of which the Landlord's consent shall be required under the provisions of Clause 6.19 hereof and in the event of permission from any authority under any of the Statutory Provisions being necessary for any such matters, to apply at the cost of the Tenants to the authority concerned for all licences, consents and permissions which may be required in connection therewith and to give notice to the Landlord of the granting or refusal (as the case may be) of all such licences, consents and permissions forthwith on the receipt thereof and in the event of the said authority agreeing to grant the desired permission only with modifications or subject to conditions not to accept such modifications or conditions without the consent in writing of the Landlord (such consent not to be unreasonably withheld or a decision thereon delayed) and to give the Landlord forthwith full particulars of such modifications or conditions. In the event of such permission being granted (but not otherwise) to bear the cost of all works and other things authorised by the said authority if and when carried out and observe and perform all conditions (if any) attached thereto. And also to keep the Landlord effectually indemnified against all damages, penalties, costs, charges and claims whatsoever in respect of the cost of the said application and work and things done in pursuance of the said permission and in respect of all breaches (if any) of the said conditions and every part thereof respectively. If the said authority shall only agree to grant the required permission with such modifications and on such terms or subject to such conditions as the Landlord shall think undesirable then unless it shall be decided otherwise as hereinafter provided in this Clause 6.16.1 at the written request of the Landlord to withdraw their application.

6.16.2 If and when called upon so to do, to produce

MMS7/19347/1

# Registers of Scotland

11.

to the Landlord or its surveyor all such plans, documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of Clause 6.15 and of this Clause 6.16 have been complied with in all respects.

6.16.3 To comply at their own cost with any notice or order served on the Tenants under any of the Statutory Provisions and (unless the Landlord otherwise direct) to carry out not later than in the last year of this Lease (howsoever determined) or sooner if requisite all such works as are or may under any of the Statutory Provisions be during the currency of this Lease directed to be carried out.

6.17 Not to permit encroachments

Not to obstruct or suffer to be obstructed any of the windows or lights belonging to the Premises (excepting always any trade graphics or posters in the windows) nor to permit any new window, light, passage, drainage, encroachment, wayleave, servitude or other right to be made into, against, upon or over the Premises or any part thereof, and in case any encroachment, wayleave, servitude or any other right whatsoever shall be attempted to be made or acquired by any person or persons whomsoever to give notice thereof in writing to the Landlord once the same shall come to the notice of the Tenants and at the cost of the Tenants to do all such things as may be proper for preventing any new encroachment, wayleave, servitude or any other right being made or acquired.

6.18 Not to alter

Subject to the proviso first aftermentioned, not at any time without the consent in writing of the Landlord first obtained (which consent shall not be unreasonably withheld or a decision thereon delayed) to (1) erect or suffer to be erected any new buildings on the Premises or any part thereof, (2) make any alteration or addition whatsoever in or to the Premises either externally or internally (except for internal non-structural alterations and internal decoration and finishes), or (3) cut or remove the main walls or structure of the Premises unless for the purpose of remedying and making good any defect therein or do or suffer to be done in or upon the Premises any damage by wilful default or neglect. It shall be a condition of any consent required under the provisions of this Clause 6.18 (whether stipulated therein or not but subject to any express provision therein to the contrary) that the Tenants

# Registers of Scotland

12.

shall pay on demand the costs and expenses reasonably and properly incurred by the Landlord in relation to the granting of such consent and the inspection of work carried out in consequence thereof.

6.19 Use

6.19.1 To use the Premises as a retail store for any purpose within Class 1 of the Schedule to the Town and Country Planning (Use Classes) (Scotland) Order 1989 with ancillary storage, offices and car parking or for such other purposes as may from time to time be approved in writing by the Landlord which approval shall not be unreasonably withheld or a decision thereon delayed, and not to use or permit the Premises to be used for any other purpose, and in particular, but without prejudice to the foregoing generality, not at any time to use the Premises or any part thereof or allow the same to be used for any auctions, public exhibitions or entertainment or, any illegal or immoral purpose.

6.19.2 At all times to comply with all requirements of every competent authority in connection with the use of the Premises for the purposes foresaid.

6.20 Not to create a nuisance

Not knowingly to do or permit to be done upon or in connection with the Premises anything which shall be or tend to be a legal nuisance to the Landlord or cause damage to the Premises or to any neighbouring or adjoining or adjacent property or the owner or occupier thereof. From time to time on demand to pay all costs, charges and expenses properly and reasonably incurred by the Landlord in respect of the Premises or any part thereof in abating a legal nuisance and executing all such works as may be necessary for abating such a nuisance in obedience to a notice served by a Local Authority.

6.21 Not to assign or sub-let

6.21.1 Not in respect of part of the Premises to assign or grant fixed securities over this Lease.

6.21.2 Not in respect of the whole of the Premises either to assign this Lease nor in respect of the whole or part of the Premises to grant sub-tenancies or part with or share possession or occupation thereof except in

MMS7/19347/1

# Registers of Scotland

13.

each case with the prior written consent of the Landlord such consent not to be unreasonably withheld or a decision thereon delayed.

- 6.21.3 To procure that every permitted sub-lease granted in pursuance of this Clause shall be granted subject to the whole conditions contained in this Lease (other than as to the amount of rent payable hereunder but containing provisions for review of rent which are substantially the same as, and coincident with, the provisions for review of rent herein contained) a prohibition on the sub-tenants thereunder in respect of part only of the premises thereby sub-let, assigning or granting fixed securities over the sub-lease or granting sub-tenancies.
- 6.21.4 Within one month of the creation of every assignation of or fixed security over this Lease or of every sub-lease or assignation of or fixed security over a sub-lease of the Premises to give notice thereof in writing with particulars thereof to the Landlord and within three months thereof to deliver to the Landlord an official Extract thereof. The reasonable and properly incurred expenses of the Landlord, including legal expenses and outlays in connection with any such assignation, fixed security or sub-lease shall be paid by the Tenants.
- 6.21.5 Notwithstanding any provision in this Lease apparently to the contrary, the Tenants shall not require to obtain the consent of the Landlord to the sub-letting of, or granting of rights of occupancy in, the whole or part of the Premises to any company which is for the time being a holding company of the Tenants or a subsidiary of the Tenants or a subsidiary of such holding company (as the terms "subsidiary" and "holding company" are defined in Section 736 of the Companies Act 1985) provided that notice thereof is given to the Landlord.
- 6.21.6 Notwithstanding any provision in this Lease apparently to the contrary, the Tenants shall be permitted to sub-let or part with or share possession of the Premises with concessionaires or franchisees provided that (a) the gross internal area given over to such arrangements does not exceed 30% the aggregate gross internal area of the Premises (b) the Premises whether or not occupied by concessions or franchises are

# Registers of Scotland

14.

presented as a single trading unit or, in the case of permitted sub-division, single trading units.

6.22 To observe title conditions

At all times during the subsistence of this Lease to observe and perform and keep the Landlord indemnified against the breach on the part of the Tenants or others authorised or permitted by the Tenants of all conditions, restrictions, stipulations and others in the title deeds to which the Premises are subject it being declared that the Premises are let and are accepted by the Tenants subject to and with the benefit of all rights, reservations, servitudes, conditions, restrictions, stipulations and others in the title deeds or otherwise to which the Premises are subject.

6.23 To pay expenses

6.23.1 To pay the stamp duty on this Lease and the registration dues thereof and of obtaining two Extracts.

6.23.2 To free and relieve the Landlord of all solicitors' fees and other professional charges and expenses properly and reasonably incurred by the Landlord in connection with any application to the Landlord for consent or approval in terms of this Lease or in consequence thereof and in connection with the enforcement or protection of any of the rights of the Landlord under this Lease.

7. Landlord's obligations

The Landlord hereby BINDS itself and its successors in manner following, namely:-

7.1 Warrandice

To warrant this Lease to the Tenants absolutely.

7.2 To comply with insurance obligations

To comply with its obligations relating to insurance contained in Clause 8.1 hereof.

7.3 To enforce provisions of titles

At the request and expense of the Tenants to take such action as shall be reasonably necessary to enforce the provisions of the title deeds of the Premises or as the case may be, the common law, with regard to the obligations of the other occupiers of the building of which the Premises form part.

# Registers of Scotland

15.

## 8. Insurance

### 8.1 Landlord's obligations

The Landlord BINDS itself and its successors in manner following, namely:-

#### 8.1.1 To insure

To keep or cause to be kept insured throughout the subsistence of this Lease in the joint names of the Landlord and the Tenants with such reputable insurance office and through such agency as may from time to time be nominated by the Landlord:-

- (i) for such sum as the Landlord shall from time to time consider sufficient to cover the cost of completely rebuilding the Premises (including architects', surveyors' and other necessary professional fees, the costs of demolition and site clearance and such allowance for inflation as the Landlord may reasonably determine) and all fixtures of an insurable nature including additions and fixtures made by the Tenants against loss or damage by the Insurance Risks;
- (ii) loss of the rent payable hereunder occasioned by any of the Insurance Risks for a period of three years and in an amount which would take into account potential increases of rent in accordance with rent review provisions herein contained;
- (iii) for such sum as the Landlord shall deem sufficient (acting reasonably) all boilers, heating plant and fixed mechanical equipment in the Premises against breakdown, damage and failure.

#### 8.1.2 To insure third party risks

Subject to the availability of such insurance and subject to the conditions, excesses and limitations which may be imposed by the insurers, to maintain throughout this Lease an insurance against accidental personal injury or loss of, or damage to, material property sustained by members of the public arising out of the ownership of the Premises, such insurance to

MMS7/19347/1

be in the name of the Landlord and such other names as the Landlord may from time to time require with such insurance office and through such agency as may from time to time be nominated by the Landlord for such sum as the Landlord shall from time to time deem sufficient, acting reasonably.

8.1.3 To produce policy and premium receipts

To produce to the Tenants, whenever reasonably required so to do, copies of the policy or policies of such insurance and evidence from the insurers that the same is subsisting and in effect and will, as soon as practicable, notify the Tenants of any material change in the terms of such policy. Without prejudice to the foregoing obligations of the Landlord to insure against the Insurance Risks, if the Tenants are able to demonstrate to the reasonable satisfaction of the Landlord that they are able to obtain an alternative quotation in respect of such insurance from a reputable nationally represented insurance company at a premium which is 5% more or less than the premium at which the Landlord is able to insure the Premises against the Insurance Risks, then the Landlord shall be obliged to consult with its insurers with a view to reducing the premium payable by the Tenants to the rate which the Tenants are able to obtain elsewhere. In the event that the Landlord's insurers cannot or will not reduce the premium as aforesaid, then the Landlord shall be obliged to investigate the possibility of effecting alternative insurance arrangements on terms and conditions to be agreed, the Landlord acting reasonably in this regard and taking account of all reasonable representations made by the Tenants.

8.1.4 To lay out insurance monies

In case the Premises or any part thereof and any part of the building of which the Premises forms part upon which the Premises depend for access, support, protection or servicing shall from time to time be destroyed or damaged by any of the Insurance Risks to lay out or cause to be laid out the policy monies in rebuilding and replacing and making good the Premises within a period of not more than two years from the date of such damage or destruction and, save to the extent that the policy or policies of

# Registers of Scotland

17.

insurance effected by the Landlord against such risks shall have been vitiated or payment of the policy monies refused in consequence of any act, default, or omission of or by the Tenants or those for whom they are responsible, to make up any shortfall out of their own resources.

## 8.2 Tenants' obligations

The Tenants BIND themselves and their successors in manner following, namely:-

### 8.2.1 To pay premium(s)

To pay to the Landlord forthwith upon demand all sums necessary for keeping the said insurances referred to in Clause 8.1 hereof in force.

### 8.2.2 Not to void insurances

Not to do or suffer to be done any act, matter or thing whatsoever whereby the insurance of the erections and buildings for the time being erected and forming part of the Premises and any fixtures of an insurable nature or of any adjoining or contiguous property belonging to the Landlord shall be made void or voidable or whereby the premiums payable in respect of such insurance shall be increased beyond the normal rate or whereby the policy monies of such insurance shall be rendered in part or in whole irrecoverable by the Landlord.

## 8.3 Insurance provisos

Provided and it is hereby agreed that:-

### 8.3.1 Rent abatement

If, after the commencement of this Lease, the Premises or any part thereof be destroyed or damaged by any of the Insurance Risks so that the Premises are unfit for occupation or use then save to the extent that the policy or policies effected by the Landlord against loss of rent shall have been vitiated or payment of the policy monies refused in consequence of any act, neglect or default of the Tenants the rent stipulated for in this Lease or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall have again been rendered fit for occupation or



18.

use by the Tenants or until the expiration of three years from the date of such destruction or damage which ever period shall be the shorter.

### 8.3.2 Termination

If the Premises or any part thereof and/or any part of the building of which the Premises forms part upon which the Premises depend for access, support, protection or servicing shall not have been rebuilt or replaced or made good within the period of three years from the date of destruction or damage to the Premises caused by any of the Insurance Risks the Landlord or the Tenants may at their option terminate this Lease by giving to the other one month's notice in writing to that effect and, on the expiry of the said notice, this Lease shall at once cease and determine and the Tenants shall forthwith give to the other vacant possession of the Premises. Such termination shall however be without prejudice to any claims competent to the Tenants against the Landlord arising prior to the expiry of this Lease. Without prejudice to the foregoing generality if the Landlord shall not have commenced such works of rebuilding or replacing as the case may be of the Premises or such other parts of the said building by making a material start on site within six months after the date of such damage or destruction or within such shorter period as may be appropriate having regard to the nature of the works required (time being of the essence in this regard), then the Tenants shall, at their option be entitled to terminate this Lease by one month's written notice to the Landlord without prejudice to any claim competent to them as aforesaid.

### 8.3.3 Reinstatement

The Premises shall be deemed to have been rebuilt and replaced and rendered fit for occupation and use as aforesaid even if the layout plan of the Premises is not identical to that existing before such destruction or damage provided that the Premises contain not substantially less nor substantially more net usable area than before, and do not differ materially in other respects from those Premises existing prior to, such destruction or damage.

# Registers of Scotland

19.

## 9. Provisos

### 9.1 Irritancy

Subject always to the provisions of Sections 4 and 5 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1985 if at any time during the currency of this Lease the Tenants shall allow the said rent or any part thereof to remain unpaid for twenty one days after the days appointed for payment thereof in terms of this Lease whether the same shall have been lawfully demanded or not or if the Tenants shall at any time fail to implement or shall contravene any of the conditions, provisions, restrictions and others contained in this Lease or in the event of the Tenants (being a company or corporation) going into liquidation (other than a voluntary liquidation for the purpose of reconstruction or amalgamation) or having a receiver appointed in respect of any part of their undertaking or having an administrator appointed or (being an individual or partnership) if he or they shall sign a trust deed for creditors or become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985, then and in any of these events, the Tenants shall forfeit all right and title under these presents and the Landlord shall be entitled forthwith to terminate this Lease and treat this Lease and all transmissions thereof with all that has followed or can competently follow thereon as void and null and the Premises shall thereupon revert to the Landlord and it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf to enter upon the possession of the Premises or any part thereof in name of the whole and to uplift rents, eject tenants and occupiers and thereafter use, possess and enjoy the same free of all claims by the Tenants as if these presents had never been granted without prejudice to any right of action or remedy of the Landlord in respect of the premature termination of this Lease or of any antecedent breach by the Tenants of any of the conditions contained in this Lease which irritancy is hereby declared to be pactional and not penal and shall not be purgeable at the Bar PROVIDED ALWAYS THAT the Landlord's right of irritancy herein contained may not be exercised:-

- (a) on account of failure by the Tenants to make payment of rent or any other sum of money as aforesaid unless and until a period of fourteen days has elapsed after written notice has been given by the Landlord to the Tenants and any creditor under a standard security or floating charge granted in respect of (or, as the case may be, inter

MMS7/19347/1

# Registers of Scotland

20.

alia in respect of) this Lease (hereinafter referred to as "the Creditor") detailing the failure and referring to this Clause without the Tenants or the Creditor having made payment to the Landlord of the amount due; or

- (b) on account of any other failure or contravention by the Tenants which is capable of being remedied, albeit late, unless and until a reasonable period (specified in the aftermentioned notice and having due regard to the nature and extent of the breach complained of) has elapsed after written notice has been given by the Landlord to the Tenants and the Creditor detailing the failure or contravention and referring to this Clause without the Tenants or the Creditor having remedied the same; or
- (c) in the case of the Tenants becoming insolvent or apparently insolvent or going into liquidation (other than for the purpose of reconstruction or amalgamation) or suffering a receiver or administrator to be appointed unless and until it shall first allow the interim trustee or permanent trustee or the liquidator, receiver or administrator as the case may be (such interim trustee and others being hereinafter generically referred to as "the Insolvency Practitioner") and the Creditor a period of twelve months (reckoning from the date of appointment of the Insolvency Practitioner) in which to dispose of the interest of the Tenants under this Lease (on the same terms as are set out in this Lease) but only if the Insolvency Practitioner or the Creditor as the case may be shall personally undertake to fulfil all outstanding obligations, including payment of monies, incumbent upon the Tenants under this Lease whether relating to a period before or after the said date of appointment until the expiry of the said period of twelve months or, if earlier, the date of entry under a permitted disposal of this Lease, and the Landlord shall be entitled to terminate this Lease as aforesaid only if the Insolvency Practitioner or the Creditor as the case may be shall fail to implement the obligations incumbent on them in terms of this Clause or the Insolvency Practitioner and the Creditor shall fail to dispose of the Tenants interest within the said period.

MMS7/19347/1

# Registers of Scotland

21.

9.2 Rei interitus

Except as hereinbefore provided in Clauses 8.3.1 and 8.3.2 hereof, and notwithstanding any rule of law to the contrary, this Lease shall not be terminated nor suspended on account of destruction of or damage to the Premises whether caused by any of the Insured Risks or otherwise but will continue in full force and effect in every respect.

9.3 Acceptance of condition

The Tenants by their execution hereof hereby accept the Premises as being in good and substantial and tenantable condition and repair and in all respects fit for the purpose for which they are let.

9.4 Landlord not liable for loss

Save only for loss or damage attributable to the wilful or negligent acts of the Landlord, its agents or others for whom it shall be responsible in law, the Landlord shall not be liable to the Tenants for any loss or damage to their furnishings and/or stock in the Premises or for the temporary deprivation of the occupancy of the Premises by or through the bursting, leakage or failure of oil, gas, water or soil pipes or the choking, stoppage or overflow thereof or of the public sewers, drains, gutters, rhones or conductors or the failure, fusing or breakdown of electric supply or appliances or from any other cause or source whatever the Landlord or its agents however taking all ordinary precautions in relation to the Premises and so far as within their control so as to prevent such loss or damage occurring. In the event of any damage being caused directly or indirectly to the Premises through any misuse or negligence on the part of the Tenants, the Tenants shall forthwith at their own expense restore and repair the same at the sight and to the reasonable satisfaction of the Landlord declaring that the Landlord shall make no admission of liability nor any offer of compensation to any party in respect of the matters referred to above without the prior written agreement of the Tenants and the Landlord shall, if required by the Tenants, defend any action or proceedings raised on the basis of any stateable defence at the expense of the Tenants.

9.5 No warranty

Nothing herein contained shall be deemed to constitute any warranty by the Landlord that the Premises or any part thereof are authorised for use under the Planning Acts for any specific purpose.

9.6 Tenants a partnership

MMS7/19347/1

# Registers of Scotland

22.

In this Lease where the Tenants are a firm or partnership the obligations of the Tenants hereunder shall be binding jointly and severally on all persons who are or become partners of the firm at any time during the period of this Lease and their respective executors and representatives whomsoever as well as on the firm and its whole stock, funds, assets and estate without the necessity of discussing them in their order and such obligations shall subsist and remain in full force and effect notwithstanding any change or changes which may take place in the firm or partnership whether by the assumption of a new partner or partners or by the retiral, bankruptcy, apparent insolvency or death of any individual partner.

## 9.7 Value Added Tax

9.7.1 If any consideration due by the Tenants in respect of the supply of goods or services (as defined for the purposes of value added tax) by the Landlord to the Tenant hereunder is subject to value added tax, the Landlord shall be entitled to charge the Tenants value added tax on the consideration at the rate per centum applicable to the supply in question, provided that the Landlord issues to the Tenants a valid tax invoice.

9.7.2 Any amount which the Tenants are obliged to pay to the Landlord hereunder by way of reimbursement or indemnity for any supply of goods or services made for the purposes of value added tax to the Landlord shall include an amount equal to the value added tax included within the consideration paid by the Landlord for that supply, unless the Landlord is able to recover such value added tax as input tax.

## 9.8 Unenforceable provisions

Each provision of this Lease shall, unless the context otherwise requires, be read and construed independently of every other provision of this Lease to the intent that, if any provision of this Lease is held to be invalid or unenforceable for any reason, then the remaining provisions of this Lease shall, to the extent that they are not held to be invalid, remain in full force and effect. If any provision of this Lease is held to be void or unenforceable but would, if some part thereof was deleted or amended, be valid and enforceable, then such provision shall apply with such deletion or amendment as may be necessary to make it valid and enforceable.

MMS7/19347/1

# Registers of Scotland

23.

## 9.9 Notices

Any notice under this Lease shall be in writing. Any notice to the Tenants (if a corporation) shall be sufficiently served if sent by registered post or recorded delivery to or left addressed to them at their registered office and (if the Tenants shall be an individual or partnership) shall be sufficiently served if sent by registered post or recorded delivery to or left addressed to him or them at his or their last known address in Great Britain or Ireland (whether Eire or Northern Ireland). Any notice to the Landlord (if a corporation) shall be sufficiently served if sent by registered post or recorded delivery to or left at its registered office and (if the Landlord shall be an individual or individuals or a partnership) shall be sufficiently served if sent by registered post or recorded delivery to or left addressed to him or them at his or their last known address in Great Britain or Ireland (whether Eire or Northern Ireland). Any notice sent by registered post or recorded delivery shall be deemed to have been duly served at the expiration of forty eight hours after the time of posting. In proving service, it shall be sufficient to prove that the envelope containing the notice was duly addressed to the party concerned in accordance with this condition and left at or posted to the place to which it is so addressed. The foregoing provisions are subject always to the provisions of Section 4 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1985.

## 9.10 Arbitration

Except as hereinbefore expressly specified any dispute or difference arising out of or relating to this Lease, its interpretation or the breach thereof, shall, except as hereinbefore provided, be settled by arbitration before an arbiter selected and appointed by the President or Vice-President for the time being of the Law Society of Scotland from the panel of arbiters maintained by the Law Society of Scotland and conducted in accordance with the Arbitration Rules of the Law Society of Scotland current at the date of appointment of the arbiter.

## 10. Proper law and jurisdiction

This Lease shall be construed in accordance with the law of Scotland and the Landlord and the Tenants, in so far as not subject to the jurisdiction of the Scottish Courts, prorogate the jurisdiction of the Court of Session in Scotland subject to the terms of any Clause providing for arbitration herein contained.

## 11. Stamp certificate

MMS7/19347/1

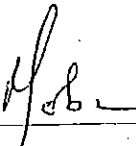
# Registers of Scotland


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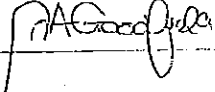
The parties hereto certify that this Lease is not a Lease which gives effect to an agreement for lease as interpreted by the Inland Revenue in terms of the guidance note dated 30th June, 1994 referring to Section 240 of the Finance Act 1994.

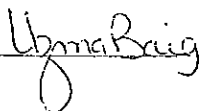
12. Consent to registration

The parties hereby consent to the registration hereof for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the preceding twenty three pages together with the schedule annexed and executed as relative hereto are signed as follows:- for and on behalf of the said Eaglebay Limited at Dundee on the Twenty fifth day of October Nineteen hundred and ninety six by Farhat Baig and Uzma Baig, two of their directors; and for and on behalf of the said Alldays Stores Limited at Alldays House, Eastleigh on the Thirteenth day of November Nineteen hundred and ninety six by Hugh Dobson and David Andrew Goodfield, two of their directors.

  
\_\_\_\_\_  
AS WIT

 (DIRECTOR)  
\_\_\_\_\_  
AS WIT

  
\_\_\_\_\_  
AS WIT

 (Director)  
\_\_\_\_\_  
AS WIT

MMS7/19347/1

27x

# Registers of Scotland

25.

This is the SCHEDULE referred to  
in the foregoing Lease between  
Eaglebay Limited and Alldays Stores Limited

## PART I

(The Premises)

ALL and WHOLE that plot or area of ground lying to the southeast of Smiddyhill Road, in the Parish of Fraserburgh and County of Aberdeen, extending to eighteen decimal or one-hundredth parts of a hectare or thereby being the subjects described in, disposed by and delineated and coloured pink and partly hatched in black on the plan annexed and executed as relative to the Disposition by Robertsons of Elgin Limited in favour of Alldays Stores Limited dated Twenty sixth May and registered in the Division of the General Register of Sasines applicable to the County of Aberdeen on Fifth June, both months in the year Nineteen hundred and ninety five; Together with (a) all erections thereon and the whole parts, privileges and pertinents of the said subjects and (b) the Landlord's fittings and fixtures (including carpets if any) apparatus, plant and machinery therein and thereon.

MMS7/19347/1



# Registers of Scotland

26.

## PART II

(Rights granted)

1. A right of access to and egress from the Premises.
2. The whole rights, common, mutual and sole effering to the Premises.
3. The free passage to and from the Premises of water, soil, gas, electricity and other services which now or at any time may serve the Premises over and across any adjoining or neighbouring property belonging to the Landlord together with the right at all reasonable times upon prior written notice to the Landlord (except in the case of emergency) to enter upon such adjoining or neighbouring property in order to inspect any of the foregoing or carry out any repair, renewal, cleansing or maintenance thereto which could not be carried out without entering such adjoining or neighbouring property, the Tenants causing as little damage or inconvenience as possible and making good to the satisfaction of the Landlord all damage thereby caused.
4. All other rights necessary for the beneficial enjoyment and use of the Premises by the Tenant.

MMS7/19347/1

21

# Registers of Scotland

27.

## PART III

(Rights reserved)

1. The right of the proprietors of any adjoining or neighbouring property and all other occupiers and tenants thereof to the free passage of water, soil, gas, electricity and other services through any conducting media now or at any time in or upon the Premises, together with the right at all reasonable times upon giving prior written notice to the Tenants (except in the case of emergency) and provided there is no other alternative means of achieving the same purpose without such entry to enter the Premises for the purpose of inspecting and if necessary, repairing or carrying out maintenance works thereto or to such adjoining or neighbouring property but so that the Landlord shall procure that the persons carrying out the works shall cause the least inconvenience and interruption to the enjoyment and use of and trading from the Premises and shall make good all damage thereby caused to the Premises and to the goods, stock, trade fittings and fixtures therein.
2. The right to erect or to consent to any person erecting any new building or to alter or to consent to any person altering any building on adjoining or neighbouring land or property.

[Signature] A.S. Ltd.

F. Bay (DIRECTOR)  
E. & H.

J. A. Goodfellow A.S. Ltd.

Uzma Baig (Director)  
E. & H.

AND the said Lords grant Warrant for lawful execution hereon.

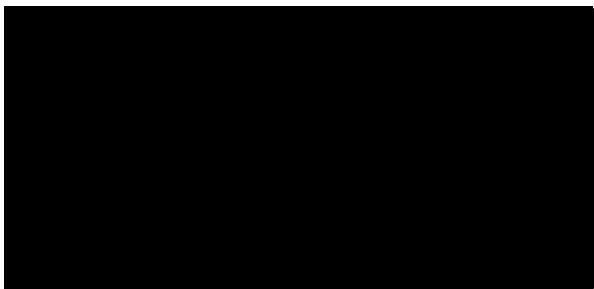
EXTRACTED by me having commission to that effect from the Keeper of the Registers of Scotland.

[Signature]

MMS7/19347/1

DE

30  
x



Mrs G Kelly  
Co-operative Pharmacy  
Department 10306  
13<sup>th</sup> Floor  
Angel Square  
MANCHESTER  
M60 0AG  
[nhscontractapplications@co-operative.coop](mailto:nhscontractapplications@co-operative.coop)

Dear Mrs Kelly

Proposal of New Pharmacy at Smiddyhill Road, Fraserburgh

Following the public notice in the Fraserburgh Herald on Thursday 14<sup>th</sup> November for public consultation of the above, I would like it to be noted that I would support this wholeheartedly.

I am a fan of the Co-operative group in general and would be more than happy to give this application the thumbs up.

Yours sincerely



Part of The Co-operative Group

13th Floor  
1 Angel Square  
Manchester  
M60 0AG

Telephone:  
0843 751 0000

www.co-operativepharmacy.co.uk

The co-operative  
pharmacy



Dear [Redacted]

As a valued member of the Co-operative, I am writing to request your help.

The Co-operative Pharmacy has an exciting opportunity to establish a new pharmacy at Smiddyhill Road, Fraserburgh. This would give people living in the South of Fraserburgh easy access to a pharmacy conveniently located near to where they live. In addition to the dispensing of prescriptions and sales of medicines, our pharmacy would be able to provide prescription collection and delivery services, advice and support for self care and health promotion and would want to offer any other services the local NHS commissions.

The advert below was published in the Fraserburgh Herald on Friday, 15th November. For a new pharmacy license to be granted, we need to be able to show to NHS Scotland that there is local support for it.

**Public Consultation on Proposed New Pharmacy at Smiddyhill Road, Fraserburgh, in Scotland**

The Co-operative Pharmacy intends to submit an application to NHS Scotland to open a new pharmacy in Fraserburgh and members of the public are invited to comment as to the need for this proposal.

The Co-operative Pharmacy wish to provide the full range of pharmaceutical services together with additional pharmaceutical services as required by the Health Board under an NHS arrangement from the new site at Smiddyhill Road, Fraserburgh, Scotland.

The proposed pharmacy would be open the following hours if granted:  
Monday to Friday: 8.30am until 8pm  
Saturday: 9am until 1pm  
Sunday: Closed

All public responses to this proposal are welcomed and can be submitted by post to:

The Co-operative Pharmacy  
Department 14200  
13th Floor  
Angel Square  
Manchester  
M60 0AG

Or by email to: [co-operativepharmacy@co-operative.com](mailto:co-operativepharmacy@co-operative.com)  
Consultation closes on 1st November 2010.

The co-operative  
Here for you for life

© The Co-operative Pharmacy Dept 14200, 1 Angel Square, Manchester M60 0AG

*As all chemists are situated in the town centre in Fraserburgh, it would be a very good idea to have a pharmacy at Smiddyhill Road not only for people living in that area but also for people doing shopping out and about.*

We hope that you agree that a new pharmacy on Smiddyhill Road would be a great benefit to the local community and if could find a few minutes to write or e-mail in support of this pharmacy, we would be very grateful. Your help would greatly improve our chances of successfully securing a new Co-operative pharmacy in Fraserburgh.

Yours sincerely,

Simon Hay  
Divisional Portfolio Manager



Part of The Co-operative Group

13th Floor  
1 Angel Square  
Manchester  
M60 0AG

Telephone:  
0843 751 0000

www.co-operativepharmacy.co.uk

The **co-operative**  
pharmacy

*Sorry, Smiddyhill Road is at the opposite  
end of town from me as I'm only a 5 minute  
walk from our town centre. I do think it is  
beneficial for the residents in that area to have  
a pharmacy in their area*

Dear [REDACTED]

As a valued member of the Co-operative, I am writing to request your help.

The Co-operative Pharmacy has an exciting opportunity to establish a new pharmacy at Smiddyhill Road, Fraserburgh. This would give people living in the South of Fraserburgh easy access to a pharmacy conveniently located near to where they live. In addition to the dispensing of prescriptions and sales of medicines, our pharmacy would be able to provide prescription collection and delivery services, advice and support for self care and health promotion and would want to offer any other services the local NHS commissions.

The advert below was published in the Fraserburgh Herald on Friday, 15th November. For a new pharmacy license to be granted, we need to be able to show to NHS Scotland that there is local support for it.

**Public Consultation on Proposed New Pharmacy at Smiddyhill Road, Fraserburgh, Grampian**

The Co-operative Pharmacy intends to submit an application to NHS Grampian to open a new pharmacy in Fraserburgh and members of the public are invited to comment as to the need for this proposal.

The Co-operative Pharmacy wish to provide the full range of pharmaceutical services together with additional pharmaceutical services as required by the Health Board under an FAS arrangement from the new site at Smiddyhill Road, Fraserburgh, Grampian.

The proposed pharmacy would be open the following hours if granted:  
Monday to Friday: 8.30am until 6pm  
Saturday: 9am until 1pm  
Sunday: Closed

All public responses to this proposal are welcomed and can be submitted by post to:

**Ms G. Kelly**  
Co-operative Pharmacy  
Department 14000  
13th Floor  
Angel Square  
Manchester  
M60 0AG

Or by email to: [cbco283@co-operative.co.uk](mailto:cbco283@co-operative.co.uk)  
Consultation closes on Friday 22 December.

**The co-operative pharmacy**  
Helping you for life

The Co-operative Pharmacy Group, 13th Floor, 1 Angel Square, Manchester, M60 0AG

We hope that you agree that a new pharmacy on Smiddyhill Road would be a great benefit to the local community and if could find a few minutes to write or e-mail in support of this pharmacy, we would be very grateful. Your help would greatly improve our chances of successfully securing a new Co-operative pharmacy in Fraserburgh.

Yours sincerely,

Simon Hay  
Divisional Portfolio Manager



## Gill Kelly (Transformation and Portfolio Development)

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**From:** [REDACTED]  
**Sent:** 27 November 2013 20:15  
**To:** NHScontractapplications  
**Subject:** Fw: Fraserburgh Pharmacy proposal

[REDACTED]  
**Sent:** Wednesday, 27 November 2013 20:13  
**To:** [nhscontractapplications@co-operative.coop](mailto:nhscontractapplications@co-operative.coop)  
**Subject:** Fraserburgh Pharmacy proposal

Dear Mrs Kelly

I am writing in support of the proposal to develop the Smiddyhill site into a pharmacy.

Although I live in Aberdeen I work in the employability sector in Fraserburgh and the surrounding areas and am aware that the other pharmacies in the town are in the centre, thus this proposal would see those living and working in the western and southern areas of the town served by a pharmacy without the need for patients and others to have to go into the town centre. The hospital and one of the local health centres are a short distance from the proposed site so it should be a well used facility.

I also feel that it would make a good use of a vacant building .

I am a member of the local Co-operative Area Committee and would be delighted to see a new member of our family of businesses coming to Fraserburgh. I am aware there is a Co-operative Pharmacy in Montrose and it would be good to see another one in Fraserburgh as being a customer of the online co-operative pharmacy I know what good customer service the pharmacy business tries to strive for.

I hope that the bid to NHS Grampian is successful and I look forward to working with colleagues in another co-operative business venture.

With best wishes

**Gill Kelly (Transformation and Portfolio Development)**

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**From:** [REDACTED]  
**Sent:** 28 November 2013 11:26  
**To:** NHScontractapplications  
**Subject:** Proposed Co-operative Pharmacy Smiddyhill Road Fraserburgh

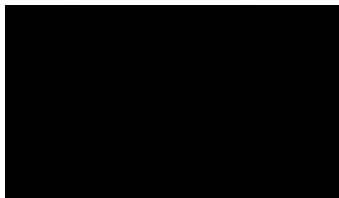


*Dear sir*

*In reply to your recent letter I wish to inform you that we would be in agreement that a pharmacy would benefit the local community and that we would have no objections to this proposal .*

*Regards*





Dear Sir,

I apologise for not answering your request sooner, have been on holiday.

I agree that a chemist would be a benefit to all living in this part of the town and I hope you are successful.

CLARE O'LEARY  
FHS Contract



Yours sincerely

Family Health Services Appeal Unit  
1 Trevelyan Square  
Boar Lane  
Leeds LS1 6AE

You have a right of appeal to the secretary of state against the Area Team's decision. Should you choose to appeal then you should send a concise and a reasoned statement of the grounds for your appeal within 30 days of the date of this letter to:

- The NHS Commissioning Board is satisfied that granting the application would not cause significant detriment to proper planning in respect of pharmaceutical services in its area.
- The services the applicant undertakes to provide at the new premises are the same as the services the applicant has been providing at the existing premises (whether or not in the case of enhanced services, the NHS Board chooses to commission them).
- The provision of pharmaceutical services will not be interrupted (except for such periods as the NHS England may for good cause allow).



**Gill Kelly (Transformation and Portfolio Development)**

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**From:** [REDACTED]  
**Sent:** 03 December 2013 21:40  
**To:** NHScontractapplications  
**Subject:** Proposed Co-op Pharmacy Smiddyhill Road Fraserburgh

Dear Mrs Kelly

Re the above proposal

I wish to record the support of my wife and myself in this development. This would also be beneficial in the wider area as the nearest pharmacies are in the town centre. The area has a mixture of people including lots of young families and older people who would rely on transport to visit the town centre.

[REDACTED]

## Gill Kelly (Transformation and Portfolio Development)

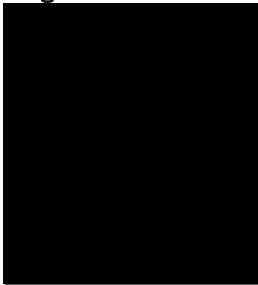
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**From:** [REDACTED]  
**Sent:** 11 December 2013 14:01  
**To:** NHScontractapplications  
**Subject:** Smiddyhill Fraserburgh

I am writing in support of the use of the Coop building in Fraserburgh being used as a pharmacy. I feel this would be an excellent use of the property given the dense housing in this area, the distance to other pharmacies, and the proximity of sheltered housing and care homes to the area.

I work in the Fraserbrugh area.

I hope the application is successful  
regards



## Gill Kelly (Transformation and Portfolio Development)

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**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:37  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: Pharmacy/Smiddyhill Road Fraserburgh

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

**From:** [REDACTED]  
**Sent:** 14/11/2013 20:38:00  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** Pharmacy/Smiddyhill Road Fraserburgh

Dear Mrs. Kelly,

In response to the advertisement in the Fraserburgh Herald 14November 2013, we would like to make our comment.

1. This is a nice residential area and opening a pharmacy would bring many unwelcome people for their methadone /addiction treatment loitering about first thing in the mornings and last thing at closing times.  
There are plenty pharmacies in the town already which encounter the same said problem. It may well bring increase of house break- ins to this area.

2. We personally have a family member with additional support needs and we don't need the added hassle of foreseen problems.

We feel the said building could be better used for something else.

Yours sincerely,

## **Gill Kelly (Transformation and Portfolio Development)**

---

**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:37  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: pharmacy at fraserburgh

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

**From:** [REDACTED]  
**Sent:** 16/11/2013 12:02:01  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** pharmacy at fraserburgh

I think this is exactly what the town needs, a pharmacy outwith the town centre, with parking facilities and easy access. terrific idea--- good luck.

[REDACTED]

I am writing to express my support of this proposed development.

Existing pharmacies in Fraserburgh are concentrated in a small area in the centre of the town, approximately 2 miles away from the proposed development, thus difficult for many people who are dependant on public transport to access.

.There are two residential care homes in close proximity to the proposed pharmacy and there is currently a large housing development being established in the vicinity of the proposed site.

The establishment of the shop would meet a real need for this type of facility in the area.



## Gill Kelly (Transformation and Portfolio Development)

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**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:39  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: Support of Fraserburgh Pharmacy

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

**From:** [REDACTED]  
**Sent:** 18/11/2013 10:23:50  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** Support of Fraserburgh Pharmacy

Dear G Kelly,  
I am in full support of a Co-operative Pharmacy in Fraserburgh  
Kind Regards  
[REDACTED]

## **Gill Kelly (Transformation and Portfolio Development)**

---

**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:40  
**To:** gill.kelly@co-opertive.coop  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: Proposed New Pharmacy at Smiddyhill Road, Fraserburgh, Grampian

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

**From:** [REDACTED]  
**Sent:** 18/11/2013 17:36:52  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** Proposed New Pharmacy at Smiddyhill Road, Fraserburgh, Grampian

To Whom It May Concern:

With regard to the above proposed new pharmacy, my husband James and I would be entirely in favour of a pharmacy at Smiddyhill Road, Fraserburgh. With the increased amount of new houses being built on the south and west side of Boothby Road, it makes sense to have a pharmacy nearby for these residents rather than them having to go all the way into the centre of town. As there are more houses proposed at Kirkton, this will amount to the equivalent of a small village and therefore more facilities are required for them.

## **Gill Kelly (Transformation and Portfolio Development)**

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**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:40  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: Proposed new pharmacy at Smiddyhill Road Fraserburgh.

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

**From:** [REDACTED]  
**Sent:** 18/11/2013 21:47:09  
**To:** NHScontractapplications [mailto:NHScontractapplic@co-operative.coop];  
**Subject:** Proposed new pharmacy at Smiddyhill Road Fraserburgh.

As a co-op member I would appreciate a co-op pharmacy in Fraserburgh so I can build up my points when buying cosmetics and other goods. When I visit the pharmacy near my mother in law I always find something that takes my fancy and take advantage of the offers. Being on the south side of Fraserburgh would also be an advantage for me.



## **Gill Kelly (Transformation and Portfolio Development)**

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**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:41  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: New Pharmacy at Smiddyhill Road

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

**From:** [REDACTED]  
**Sent:** 18/11/2013 22:56:40  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** New Pharmacy at Smiddyhill Road

I would like to give my support to this proposal, I'm sure that this would be welcomed by the residents of Fraserburgh South.

Regards  
[REDACTED]

## Gill Kelly (Transformation and Portfolio Development)

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**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:42  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: New Pharmacy at Smiddyhill Road

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

**From:** [REDACTED]  
**Sent:** 18/11/2013 23:10:06  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** New Pharmacy at Smiddyhill Road

I think the proposal of this new Pharmacy is an excellent idea and would be a very welcome asset to the residents of Fraserburgh South.

Regards  
[REDACTED]

## Gill Kelly (Transformation and Portfolio Development)

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**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:42  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: pharmacy at smiddyhill road, fraserburgh

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

**From:** [REDACTED]  
**Sent:** 19/11/2013 09:22:28  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** pharmacy at smiddyhill road, fraserburgh

i think the plans for a pharmacy, just around the corner from me, and to service what appears to be a whole new village up in this area of Fraserburgh, a new pharmacy would be wonderful. A great idea from the Co-operative and I would defininitely be a customer.

## **Gill Kelly (Transformation and Portfolio Development)**

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**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:43  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: Support for pharmacy at Smiddyhill Road Fraserburgh

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

**From:** [REDACTED]  
**Sent:** 19/11/2013 14:05:40  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** Support for pharmacy at Smiddyhill Road Fraserburgh

Hi

I am e mailing you to support your proposed pharmacy store in Fraserburgh. It would be a great asset for the town.

Good luck in your venture

[REDACTED]

Sent from Samsung tablet

## **Gill Kelly (Transformation and Portfolio Development)**

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**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:45  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: Pharmacy

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

**From:** [REDACTED]  
**Sent:** 19/11/2013 17:20:44  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** Pharmacy

Response to advert in local paper regarding the proposed pharmacy in Smiddyhill Rd. Fraserburgh AB43.

My wife and I would be in favour as we stay just round the corner from the proposed site.

Heres hoping,  
[REDACTED]

## **Gill Kelly (Transformation and Portfolio Development)**

---

**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:46  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: Pharmacy at Fraserburgh

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

**From:** [REDACTED]  
**Sent:** 19/11/2013 20:11:43  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** Pharmacy at Fraserburgh

I received your letter referring to a new pharmacy at Smiddyhill Road, Fraserburgh. I am all for a pharmacy in this part of the town and I would use it regularly.

Good luck!



Enterprise Way  
Meir Park  
Stoke on Trent  
ST3 7UN

Telephone: 0844 262 9992  
Office: 01782 597347 (extn 2500)  
Email: [care@co-operativepharmacy.co.uk](mailto:care@co-operativepharmacy.co.uk)  
Website: [www.co-operativepharmacy.co.uk](http://www.co-operativepharmacy.co.uk)

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

From: [REDACTED]  
Sent: 19 November 2013 19:38  
To: Care Co-operative Pharmacy  
Subject: Support for proposed Pharmacy at Smiddyhill Road, Fraserburgh.

With the expansion of Fraserburgh there is a great need for a Pharmacy in this area of the town.

My husband and I wish to support your application.

[REDACTED]

**Gill Kelly (Transformation and Portfolio Development)**

---

**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:47  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: PHARMACY SMIDDYHILL FRASERBURGH

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

**From:** [REDACTED]  
**Sent:** 20/11/2013 15:31:52  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** PHARMACY SMIDDYHILL FRASERBURGH

Dear Sir/madam

I wish to convey my support for the proposed Co-operative Pharmacy at Smiddyhill Road Fraserburgh and believe it would be very advantageous to have this service at this site.

Yours faithfully





**Gill Kelly (Transformation and Portfolio Development)**

---

**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:48  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: New Pharmacy

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

**From:** [REDACTED]  
**Sent:** 20/11/2013 20:59:09  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** New Pharmacy

Yes i would agree to the new pharmacy at Smiddyhill Road in Fraserburgh as it would benefit so many people in & outwith the area. Parking at the pharmacy would be a lot easier as it can be a nightmare trying to park in town centre.

Yours Sincerely

[REDACTED]

## **Gill Kelly (Transformation and Portfolio Development)**

---

**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:49  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: New pharmacy in Fraserburgh

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

**From:** [REDACTED]  
**Sent:** 21/11/2013 12:54:51  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** New pharmacy in Fraserburgh

Hello

I would like to please add my support for the establishment of the new Coop Pharmacy on Smiddyhill Rd Fraserburgh, I believe it will be a very convenient and welcome asset to the area. My wife suffers from asthma and other ailments and is on a lot of medication, as things are at present we have a mile journey into town to pick up her prescriptions, this new pharmacy would be only a 100 yard walk.

There are quite a few elderly residents in this location and I feel sure the pharmacy would be boon to them for the same reason.

Best of luck with the application and please ask for more support if required.

Yours Sincerely

[REDACTED]

## **Gill Kelly (Transformation and Portfolio Development)**

---

**From:** Gill Kelly (Transformation and Portfolio Development) [Gill.Kelly@co-operative.coop]  
**Sent:** 23 December 2013 11:49  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Cc:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: Re: New pharmacy in Fraserburgh

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

**From:** [REDACTED]  
**Sent:** 21/11/2013 12:59:45  
**To:** NHScontractapplications [<mailto:NHScontractapplic@co-operative.coop>];  
**Subject:** Re: New pharmacy in Fraserburgh

Hello

I would like to please add my support for the establishment of the new Coop Pharmacy on Smiddyhill Rd Fraserburgh, I believe it will be a very convenient and welcome asset to the area. I suffer from asthma and other ailments and I am on a lot of medication, as things are at present we have a mile journey into town to pick up her prescriptions, this new pharmacy would be only a 100 yard walk.

There are quite a few elderly residents in this location and I feel sure the pharmacy would be boon to them for the same reason.

Best of luck with the application and please ask for more support if required.

Yours Sincerely

[REDACTED]

Letters Postal Address as above

Parcels Postal Address as follows:

Co-operative Group, care of Swiss Post Solutions Ltd, Unit 550, Metroplex Business Park,  
Broadway, Salford Quays, Manchester M50 2UE

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

From:

Sent: 21 November 2013 09:06

To: superintendent - Pharmacy Superintendent's Office

Subject:

HI i work in Fraserburgh, and think the new pharmacy in Smiddyhill road in fraserburgh is an excellent idea , i work with people with addictions and hope that their will be methadone prescribing at that end of town , also be good to see empty property getting utilised ,

regards

## Gill Kelly (Transformation and Portfolio Development)

---

**From:** NHScontractapplications  
**Sent:** 23 December 2013 11:50  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: new pharmacy

### The co-operative pharmacy

Transformation &  
Portfolio Development

Dept.10306  
13th Floor  
1 Angel Square  
MANCHESTER  
M60 0AG

Telephone: 0843 7512115  
Email: [gill.kelly@co-operative.coop](mailto:gill.kelly@co-operative.coop)  
Website: [www.co-operative.coop/pharmacy](http://www.co-operative.coop/pharmacy)

**Gill Kelly**  
**Transformation &**  
**Portfolio Development**  
**Co-ordinator**

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**From:** [REDACTED]  
**Sent:** 22 November 2013 20:43  
**To:** NHScontractapplications  
**Subject:** new pharmacy

I would like to support the application for a new pharmacy in Smiddyhill Road Fraserburgh. The reason being there are only pharmacies in the centre of the town and Smiddyhill Road is near a lot of new housing developments.

[REDACTED]

## **Gill Kelly (Transformation and Portfolio Development)**

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**From:** NHScontractapplications  
**Sent:** 23 December 2013 11:50  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: Proposed Pharmacy

### **The co-operative** pharmacy

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**Gill Kelly**  
**Transformation &**  
**Portfolio Development**  
**Co-ordinator**

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**From:** [REDACTED]  
**Sent:** 25 November 2013 18:17  
**To:** NHScontractapplications  
**Subject:** Proposed Pharmacy

Mrs G Kelly

In response to the advertisement in the Fraserburgh Herald on Thursday November 14, 2013, we would like to respond, by agreeing to this proposal.

I also received a letter ,from Simon Hay, Divisional Portfolio Manager.

We as a family, who live directly opposite the building proposed as a pharmacy, agree it would benefit the area greatly.

Fraserburgh as a town has grown, and a pharmacy in this part of the town would be an asset.

We believe , the building will be maintained and kept secure to a high level. This will enhance the area.

We are in agreement, that the hours are not in excess for a residential area.

In conclusion, we believe it is the best option for the building , as it stands.

I would like to take this opportunity, to enquire, as to whom I would apply for a position , if the proposal goes ahead.

Thank you in anticipation

[REDACTED]

## Gill Kelly (Transformation and Portfolio Development)

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**From:** NHScontractapplications  
**Sent:** 23 December 2013 11:50  
**To:** Gill Kelly (Transformation and Portfolio Development)  
**Subject:** FW: Smiddyhill Road Fraserburgh

### The **co-operative** pharmacy

Transformation &  
Portfolio Development

**Gill Kelly**  
Transformation &  
Portfolio Development  
Co-ordinator

Dept.10306  
13th Floor  
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Telephone: 0843 7512115  
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Website: [www.co-operative.coop/pharmacy](http://www.co-operative.coop/pharmacy)

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**From:** [REDACTED]  
**Sent:** 25 November 2013 19:26  
**To:** NHScontractapplications  
**Subject:** Smiddyhill Road Fraserburgh

I have no objections to a pharmacy at the above location but I would be concerned about the situation with regards to methadone. At present groups of people that collect their daily dose congregate outside the pharmacies in town, some with big dogs making people uneasy about entering the shops.

I wouldn't like to see this happening beside our home.

Regards  
[REDACTED]

Parcels Postal address as follows;  
Co-operative Group, c/o Swiss Post Solutions Ltd Unit 550 Metroplex Business Park,  
Broadway, Salford Quays, Manchester M50 2UE

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

From: NHS Standards Team - Pharmacy Superintendent's Office  
Sent: 26 November 2013 11:16  
To: [REDACTED]  
Subject: Re: Fraserburgh

Dear [REDACTED]

Thank you very much for your comments regarding the intention to open a Co-operative Pharmacy at Smiddyhill Road, Fraserburgh. I have passed your comments to our Transformation & Portfolio Team who are collating customer feedback. Thank you once again for taking the time to contact us.

Kind Regards,  
Sarah

Sarah Bourne  
NHS Standards Assistant  
The Co-operative Pharmacy  
13th Floor  
1 Angel Square  
Manchester  
M60 0AG  
Telephone: 0845 6202013  
Facsimile: 0161 332 8294  
Email: [nhsstandardsteam@co-operative.coop](mailto:nhsstandardsteam@co-operative.coop)  
Website: [www.co-operative.co.uk/pharmacy](http://www.co-operative.co.uk/pharmacy)

Letters Postal address as above  
Parcels Postal address as follows;  
Co-operative Group, c/o Swiss Post Solutions Ltd Unit 550 Metroplex Business Park,  
Broadway, Salford Quays, Manchester M50 2UE

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

From: [REDACTED]  
Sent: 25 November 2013 18:48  
To: Care Co-operative Pharmacy  
Subject: Fraserburgh

Dear Sir.

In response to your letter concerning your intensional of opening a Pharmacy at Smiddyhill Road, Fraserburgh, I would certainly encourage this move as the town would certainly benefit from this as the site has parking for customers and I would certainly use it.

[REDACTED]



20 November 2013

Dear Mrs. Kelly

I refer to your Public Notice in the Fraserburgh Herald, and the subsequent advisory letter to me, regarding the Co-op's Proposed New Pharmacy in Smidcliffhill Road, Fraserburgh.

Obviously the town has expanded in recent years, and all four existing pharmacies are situated within the main shopping area at the opposite side of Fraserburgh.

There are occasions when it would be beneficial to obtain pharmaceutical items without the need to travel into town, and I would therefore support

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the Co-op's application and believe that it  
would be an asset to the community.

Yours sincerely

[Redacted signature]



19-11-2013

Mrs. C Kelly, Co-operative Pharmacy,  
Department: 10306, 13th Floor,  
Angel Square, Manchester M80 0AG

\*Dear Mrs. Kelly,

We agree that a new pharmacy on Snioblyhill Road  
would be a great benefit to the local community and  
support the proposal.

Yours faithfully,



[REDACTED]

Dear G. KELLY

I think having a pharmacy at Smuddyhill Road is a great idea. It will a great benefit to so much people living this end of town.

Yours sincerely  
[REDACTED]