

**DEVELOPMENT PARTNERSHIP
AGREEMENT**

between

ARGYLL AND BUTE COUNCIL

and

DUNBEG DEVELOPMENT GROUP

2003

**Subjects: Dunbeg play area, Dunbeg,
by Oban, Argyll**

**Head of Legal Services
Argyll and Bute Council
Kilmory
Lochgilphead**

AGREEMENT

between

ARGYLL AND BUTE COUNCIL
constituted under the provisions of Section 2
of the Local Government Etc (Scotland) Act 1994
and having their Chief Office at Kilmory, Lochgilphead
(who and their Statutory Successors and Assignees whomsoever are hereinafter referred to as
“the Council”)

and

residing at
Dunbeg, by Oban, Argyll, residing at _____ ,
Dunbeg aforesaid and _____ , residing at
Dunbeg aforesaid,
the Chairperson, Secretary and Treasurer respectively
for the time being of Dunbeg Development Group
(who and their Assignees whomsoever are hereinafter referred to as “the Group”)

WHEREAS the Council and the Group wish to improve the play area facilities at the play area situated within the Dunbeg housing development all as the said area is shown delineated within the boundaries coloured red on the plan annexed and executed as relative hereto (hereinafter referred as “the play area”) and are to enter into an agreement with a view to securing in such improved facilities.

THEREFORE the Parties do hereby agree as follows:-

(FIRST) This Agreement shall commence on _____ 2003 and shall
continue for a period of Twenty five years thereafter until _____ 2028

- (SECOND)** The Council shall be entitled without the consent of the Group to assign their interest in this Agreement to such persons or organisations as they at their sole discretion shall decide upon. The Group shall be entitled to assign their interest in this Agreement only with the consent and concurrence of the Council.
- (THIRD)** The Council shall continue to have control and management powers in relation to the play area but shall be assisted in said management by the Group. In the event of any dispute between the Council and the Group regarding the management of the play area the Council's view shall prevail.
- (FOURTH)** Either the Group or the Council shall with the consent of the other party be entitled to carry out such works of improvement to the play area and to provide play equipment to be located permanently on the play area for such period or periods as may be agreed provided that the consent of the other party is obtained prior to the commencement of said works or the provision of said equipment.
- (FIFTH)** The Group shall be responsible for keeping the play area in a clean and tidy condition and clear of all rubbish and for maintaining repairing and if necessary renewing such play equipment as may be provided by the Group.
- (SIXTH)** The Council shall be responsible for such grass cutting as may from time to time be required and for maintaining and repairing such play equipment as may have been provided by the Council
- (SEVENTH)** The Council shall be responsible for obtaining any such consents as are necessary for the provision of additional or alternative facilities at the play area.
- (EIGHTH)** Both parties shall have a responsibility for ensuring that the play area shall not

at any time be used for any offensive, noisy or noxious purposes nor for any purpose or in any way which in the opinion of the Council may be or tend to become a nuisance or disturbance or cause inconvenience to owners or occupiers of any neighbouring properties.

(NINTH) The Council shall be responsible for insuring the play area and the equipment against all standard risks including third party claims.

(TENTH) The Council shall be wholly responsible for payment of any rates, taxes and assessments which are at any time during the currency of the Lease payable in respect of the play area.

(ELEVENTH) In the event that the Group shall at any time during the currency of this Agreement become disbanded or dissolved or in the event that they contravene or permit the contravention of or fail to implement any of the provisions of this Agreement then and in any of such events the Council at their option may by notice served on the Group or on its last known office bearers bring this Agreement to an end on giving one months written notice of their intention to do so: **IN WITNESS WHEREOF**