

THE CHURCH OF SCOTLAND GENERAL TRUSTEES

STANDARD WAYLEAVE CONDITIONS 1993

Notes: In these Conditions:-

- (a) The Church of Scotland General Trustees and their successors as owners of the ground affected by the wayleave are referred to as "the General Trustees".
 - (b) The party in whose favour the wayleave is being granted and his successors as owners of the benefited subjects are referred to as "the Applicant".
 - (c) The property to be affected by the wayleave is referred to as "the subjects".
 - (d) The pipes and/or others to be constructed within the subjects are referred to as "the facilities".
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1. A plan showing the lay-out of the facilities will require to be approved in writing by the General Trustees before any work is commenced and the right of the General Trustees to withhold approval is fully reserved.
 2. The Applicant shall, prior to the commencement of work on the subjects, consult with, and obtain the approval of, the occupier of the same.
 3. The facilities shall be constructed by the Applicant to the satisfaction of the General Trustees in accordance with the lay-out plan approved by them and at such a depth as not to interfere with normal agricultural or horticultural operations on the subjects. The Applicant shall make good to the satisfaction of the General Trustees all surface or other damage caused by the operations.
 4. The facilities shall be maintained and, when necessary, renewed by the Applicant in good order and repair to the satisfaction of the General Trustees and the Applicant will have servitude rights of access to the subjects for that purpose subject to his making arrangements in that regard to the reasonable satisfaction of the occupier of the same and subject to all damage being made good to the satisfaction of the General Trustees. In the event of the Applicant failing to carry out remedial work to the satisfaction of the General Trustees within eight days of any defect in the facilities being brought to his attention by the General Trustees, the General Trustees will be entitled to instruct any remedial work which they in their absolute discretion may deem advisable and the Applicant will be bound to refund to the General Trustees the cost of the work instructed by them with the addition of a 10% administration charge.
 5. The Applicant shall indemnify the General Trustees and their tenants and occupiers of the subjects against all loss, injury and damage of whatever kind which may arise and which would not have arisen but for the placing of the facilities within the subjects including, in particular, but without prejudice to the foregoing generality, all claims in respect of the land itself, buildings, dykes, fences and others thereon, drains and other services therein and livestock and other stock and crops thereon and shall keep the General Trustees and their tenants and occupiers of the subjects free of all legal expenses in connection with such claims. The General Trustees and their tenants and occupiers of the land shall under no circumstances have any liability in connection with any damage done to the facilities or for the consequences of such damage.

6. In the event of the General Trustees in their absolute discretion being of the view that the facilities would interfere with any operation which they propose to carry out on the subjects, the Applicant shall, on being called upon to do so by the General Trustees, remove or reposition the facilities or part thereof at his own expense and to the satisfaction of the General Trustees.
7. The wayleave will be formalised in a Deed of Servitude to be prepared by the Solicitor to the General Trustees which Deed will incorporate an irritancy clause. The whole legal and other expenses thereof, including the furnishing of a copy with copy plan annexed for the General Trustees' Chartulary, will be borne by the Applicant.

AC/JMJ
September 1993