

## Memorandum Of Terms Of Occupation (MOTO) for use between Crown Bodies only

- 1 This MOTO forms part of the Civil Estate Occupancy Agreement for Crown Bodies (CEOA).
- 2 This MOTO between the Scotland Office (called in this document 'the Holder') and the Competition & Markets Authority (formerly known as the Office Of Fair Trading) (called in this document 'the Occupier') records the terms of occupation of the property known as:

**1 Melville Crescent  
Edinburgh  
EH3 7HW**

- 3 The Occupier's Space comprises the area extending to 22.4m<sup>2</sup> ('the Space') situated on the basement floor of 1 Melville Crescent, Edinburgh, representing 3.14% of the total area. "The Space" is a self-contained unit within the 45 Melville Street area of the property known as above.

<b>Floor</b>	<b>Area – sq. m.</b>
Room LG1, 45 Melville Street, Edinburgh, EH3 7HW	22.4 m <sup>2</sup>
<b>Total</b>	<b>22.4 m<sup>2</sup></b>

- 4 Subject to the rest of this MOTO the Holder will permit the Occupier to use and occupy the Space from 1 January 2014 to 15 August 2024, when the Scotland Office's lease of the Property comes to an end (the Prescribed Term). The Competition & Markets Authority will, upon provision of not less than 6 month's prior written notice, have the ability to break this agreement.
- 5 The Occupier will pay £12,876.63 (estimate) per year ('the Licence Payment') as invoiced by the Holder beginning on 1 January 2014.  
The occupier can obtain access to conference and meeting rooms which are available by contacting the Scotland Office Administration Team and are subject to availability.
- 6 The Occupier will pay rates as invoiced by the Holder in accordance with the provisions of the CEOA.
- 7 (a) The Holder agrees, subject to the Occupier having paid its charges identified in this MOTO:
  - \*(i) to provide the services listed in Part A of the First Schedule;
  - \*(ii) to allow the Occupier access and use of the common areas.

(b) The Holder will provide an estimate of the <sup>7</sup>Annual Service Charge (ASC) mentioned in paragraph 8(c) of this MOTO proportionate to the period of occupation during the first year plus a forward estimate of the next year's ASC. In each subsequent year, the Holder will provide details of actual ASC costs for the previous year plus an estimate for the following year.

(c) The Holder will keep the Occupier informed of likely expenditure against estimates as the year progresses and inform the Occupier immediately if any significant or unexpected payments materialise later in the financial year.

(d) The Holder will undertake reconciliation processes as set out in the CEOA and at the end of the financial year provide a Reconciliation Statement in the format given in Appendix 5 of the CEOA. That Statement will show the Occupier's proportion of actual expenditure together with a request for payment.

8 (a) The Occupier agrees to use the Space for the purposes only of offices and the Holder will provide utility services for this use only.

(b) On signing this MOTO the Occupier agrees to pay the Holder the ASC for provision of the services listed in Part A of the First Schedule.

(c) On signing this MOTO the Occupier agrees to pay the Holder its proportion of the cost of ad-hoc major maintenance arising from the provision of services listed in Part A of the First Schedule. The Occupier also agrees to pay its proportion of the cost of any new works, provided these have been properly incurred in accordance with the CEOA.

9 For the avoidance of doubt, it is agreed and declared that:

(a) heating, water and other building services will be provided by the Holder to the standard agreed by the House Committee but the Holder will not be responsible for failure to maintain this standard in circumstances beyond its control;

(b) this Memorandum is confined to the Occupier. It does not constitute a tenancy nor create any other estate nor interest in the property. The Occupier may not seek to assign nor dispose of the benefit of this MOTO nor make any other arrangement concerning the use or occupation of the Space by anyone or any body except with the permission of the Holder; and

(c) <sup>18</sup>all other terms and conditions relating to this MOTO are contained in the CEOA.

10 The parties to this MOTO will observe all its terms and conditions

Signed for and on behalf of the Holder:

Name

Date

Signed for and on behalf of the Occupier:

Name

Date

**Services provided to the Occupier**

	1 Services provided by <b>Holder</b> <input checked="" type="checkbox"/>	2 Payment for services included in <b>Licence Payment</b> (MOTO para 5) (Y/N)	3 Payment for services included in <b>Annual Service Charge</b> (ASC) (MOTO para 8c) (Y/N)	4 Show agreed pro-rata basis for <b>apportionment of costs</b>  NIA = Net Internal Area)	5 Remaining services that are the <b>Occupier's responsibility</b> <input checked="" type="checkbox"/>
<b><i>Heads and Sub-Heads of Services</i></b>					
<b>Space</b> (provision of workspace)	X	Yes	No		<input type="checkbox"/>
<b>External and Structure Repair and Decoration</b>	X	No	Yes	3.14%	<input type="checkbox"/>
<b>External Maintenance:</b>					
Keeping the property clean and tidy (including if appropriate, external doors, walls, windows, frames, gutters, gullies and flat roofs)	X	No	Yes	3.14%	<input type="checkbox"/>
Grounds maintenance (including car parks, fences, drains, statues etc)	X	No	Yes	3.14%	<input type="checkbox"/>
Building signs	X	No	Yes	3.14%	<input type="checkbox"/>
Masts, towers and flagpoles	X	No	Yes	3.14%	<input type="checkbox"/>
<b>Internal Repair and Decoration:</b>					
Occupier's space	<input type="checkbox"/>	-	-	100%	<input checked="" type="checkbox"/>
Common areas (new works/maintenance including conference rooms)	X	No	Yes	3.14%	<input type="checkbox"/>

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<b><i>Heads and Sub-Heads of Services</i></b>					
Shared public facilities (eg toilet)	X	No	Yes	3.14%	<input type="checkbox"/>
Shared staff facilities (eg canteen, crèche)	X	No	Yes	3.14%	<input type="checkbox"/>
<b>Building Services (M&amp;E)</b>					
Boiler plant	X	No	Yes	3.14%	<input type="checkbox"/>
Air conditioning and Mechanical ventilation plant	X	No	Yes	3.14%	<input type="checkbox"/>
Refrigeration installation including cold rooms	X	No	Yes	3.14%	<input type="checkbox"/>
Industrial doors	X	No	Yes	3.14%	<input type="checkbox"/>
Heating, etc, control systems	X	No	Yes	3.14%	<input type="checkbox"/>
Power operated conveyors	X	No	Yes	3.14%	<input type="checkbox"/>
Standby power suppliers	X	No	Yes	3.14%	<input type="checkbox"/>
Lifting equipment	X	No	Yes	3.14%	<input type="checkbox"/>
Lighting system in Occupier's space	X	No	Yes	3.14%	<input type="checkbox"/>
Lighting systems in common areas	X	No	Yes	3.14%	<input type="checkbox"/>
Emergency lighting	X	No	Yes	3.14%	<input type="checkbox"/>

<b><i>Heads and Sub-Heads of Services</i></b>	1 Services provided by <b>Holder</b> <input checked="" type="checkbox"/>	2 Payment for services included in <b>Licence Payment</b> (MOTO para 5) (Y/N)	3 Payment for services included in <b>Annual Service Charge</b> (ASC) (MOTO para 8c) (Y/N)	4 Show agreed pro-rata basis for <b>apportionment of costs</b>  NIA = Net Internal Area)	5 Remaining services that are the <b>Occupier's responsibility</b> <input checked="" type="checkbox"/>
Electrical motor control gear	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
HV electrical motor control gear	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
MV and LV electrical distribution systems	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Electrical earthing installations	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Hazardous areas electrical installation	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Gas installation	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Fire alarms	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Security and CCTV	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>

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<b><i>Heads and Sub-Heads of Services</i></b>					
Statutory examination and testing of lifts, hoists, boilers and compressors	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Water supply	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Catering equipment	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Communication equipment	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
<b>Building Services (other)</b>					
Heating and hot water	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Gas	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Water	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Electricity	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Lift service	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Security and custody services	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>
Internal cleaning of Occupier's space (offices, windows and laundry)	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>

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<b><i>Heads and Sub-Heads of Services</i></b>					
Cleaning of common areas	X	No	Yes	3.14%	<input type="checkbox"/>
Insurance	X	No	Yes	3.14%	<input type="checkbox"/>
Building Regulations Compliance Check	X	No	Yes	3.14%	<input type="checkbox"/>
Building condition surveys	X	No	Yes	3.14%	<input type="checkbox"/>
Fire inspections and certification	X	No	Yes	3.14%	<input type="checkbox"/>
Fire fighting equipment	X	No	Yes	3.14%	<input type="checkbox"/>
Window cleaning access equipment	X	No	Yes	3.14%	<input type="checkbox"/>
Refuse collection	X	No	Yes	3.14%	<input type="checkbox"/>
<b>Office Services and Accounting</b>					
Telephone lines	X	No	Yes	100% of actual calls and annual line rental of 1 phone line	<input type="checkbox"/>
Broadband line	X	No	Yes	1 Broadband line	<input type="checkbox"/>



<b><i>Heads and Sub-Heads of Services</i></b>	1 Services provided by <b>Holder</b> <input checked="" type="checkbox"/>	2 Payment for services included in <b>Licence Payment</b> (MOTO para 5) (Y/N)	3 Payment for services included in <b>Annual Service Charge</b> (ASC) (MOTO para 8c) (Y/N)	4 Show agreed pro-rata basis for <b>apportionment of costs</b>  NIA = Net Internal Area)	5 Remaining services that are the <b>Occupier's responsibility</b> <input checked="" type="checkbox"/>
<b>Professional fees</b>					
Managing agents' fees	<b>X</b>	No	Yes	3.14%	<input type="checkbox"/>

