

Land Agreement: Accessibility Summary

This document is a plain-language summary of the Minute of Agreement registered in March 2009 between Hugh MacDonald and the Viewfield Garden Collective, as formally extended in 2022 by John Hugh MacDonald, Proprietor and Partner of Viewfield House Hotel.

It is intended to support public understanding of access rights, permitted uses, and responsibilities, including updates confirmed for the period ending 15 December 2028. The extended agreement also incorporates explicit consent for the activities outlined in the Nature Restoration Fund application.

For legal reference, please consult the registered deed and signed extension document.

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Minute of Agreement — Viewfield House Garden Grounds

Parties Involved

- **First Party:** *Hugh MacDonald*, residing at Viewfield House, Portree, Isle of Skye
- **Second Party:** *Viewfield Garden Collective*, represented by:
 - *Chairperson:* Rosalind Vicki Samuels
 - *Treasurer:* Valerie MacDonald Nash
 - *Secretary:* Rosemarie Kay Somerville
(including their successors in office)

(First) Subjects Granted for Occupation

- Permission granted to occupy part of the **garden ground of Viewfield House**, specifically outlined by boundary points A–G.
- Includes:
 - **Pedestrian and vehicular access** via driveway up to the Skye Shrubs car park.
 - **Pedestrian access** on footpaths created by the Collective.
- Occupancy period:
From **15 January to 15 December**, annually, between **2009 and 2018** (inclusive).
Total of **11 months per year**, unless terminated earlier.

(Second) Rent

- **No rent payable** for use of the subjects.

(Third) Purpose of Occupation

The second party shall use the land in accordance with their charitable objectives:

1. Advancing citizenship & community development by:

- Restoring natural landscapes, paths, and gardens open to the public
 - 2. Supporting excluded groups through horticultural training—especially those experiencing mental health challenges
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(Fourth) Termination Conditions

- **Second Party** may terminate with **6 months' written notice**.
 - **First Party** may terminate under these circumstances:
 - **Material breach** of obligations by the second party
 - **Undue disturbance** or adverse impact on:
 - First party, guests, invitees
 - Amenity of adjoining subjects
 - Business operations (as judged solely by the first party)
 - In event of termination, second party must:
 - Remove all their belongings from the land
 - Fulfil any outstanding obligations
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(Fifth) Limitations on Works

Second party shall **not**, without prior written consent:

- Fell trees
 - Build permanent structures or buildings
 - Undertake **hard landscaping**
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(Sixth) Permitted Activities Without Consent

The second party **may**:

- Create a **growing area** for organic fruit, vegetables, and flowers
 - Sales permitted locally (within Portree or vicinity)
 - Proceeds belong to the Collective
- Attempt restoration of the **old gardens**

(Seventh) Reserved Access

- **First Party**, guests, and paying guests of Viewfield House retain full right of access
- Access must be exercised with minimal disruption

(Eighth) Insurance Obligations

- Second party must maintain **appropriate public liability insurance** for the land and activities thereon

(Ninth) Legal Costs

- First party contributes **£250 + VAT** toward legal expenses
- Second party covers:
 - All remaining reasonable legal costs of the first party
 - Their own legal expenses

(Tenth) Registration & Witnessing

- Consent given for registration for **preservation and execution**
 - Agreement signed in **Portree, Isle of Skye**
On **20 February 2009**, witnessed by **Alyce Emily Forde** of Laundry Cottage,
Viewfield House
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Extension Notice: Viewfield Garden Collective Agreement

Updated Agreement Period: 2022 – 2028

Viewfield House Hotel and the Viewfield Garden Collective have renewed their long-standing partnership under the original **Minute of Agreement** registered in 2009. This extension confirms continued collaboration and community stewardship for an additional **ten years**, now lasting through **15 December 2028**.

What This Means

- The garden area may continue to be used for charitable, community, and horticultural purposes.
- The **original terms remain unchanged**, including:
 -  **Vehicular and pedestrian access** up to the Skye Shrubs car park
 -  **Occupancy from 15 January to 15 December each year**
 -  Restoration and growing of produce, to be sold locally by the Collective
 -  Requirement for public liability insurance
 -  Mutual termination clauses with proper notice

Nature Restoration Consent

The proprietor, **John Hugh Macdonald**, has also **expressly agreed** that the activities described in the Collective's **Nature Restoration Fund application** are approved under this extended agreement.



Access Provisions – Redrafted for Clarity

The second party shall have the following rights of access to the garden subjects referred to in this Agreement:

1. **Vehicular and Pedestrian Access:**

The second party, their agents, and invitees are granted both pedestrian and vehicular access along the section of the driveway leading to Viewfield House that lies **between the gateway adjacent to the public roadway and the entrance to the car park currently occupied by Skye Shrubs Limited**.

- No right of access shall extend beyond the entrance to said car park toward Viewfield House or over any other part of the driveway.

2. **Pedestrian Footpath Access:**

The second party shall additionally have a right of pedestrian access via **established footpaths** created by the second party, leading directly to the occupied garden area.



Responsibilities of the Viewfield Garden Collective

The Collective agrees to:

- Maintain the garden subjects in a safe and welcoming condition
 - Provide inclusive access for community members where appropriate
 - Ensure all restoration and horticultural activities align with charitable objectives
 - Maintain active public liability insurance throughout the occupancy period
 - Communicate regularly with the proprietor regarding any proposed changes or works
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Site Overview

The garden subjects covered by the Agreement:

- Lie within the boundary of Viewfield House, Portree, Isle of Skye
- Are bordered by:
 - Garden shelterbelt
 - Iron fencing
 - Skye Shrubs Limited
 - Beech and hawthorn hedges
 - Rear wall of the implement shed
- Are shown in the original deed's attached plan (hatched in red and blue)

Access Routes:

- Vehicular and pedestrian access from the public road to the Skye Shrubs car park
 - Pedestrian footpath access via routes created by the Collective
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Renewal and Review

- The current extension expires on **15 December 2028**
- All parties may review or renegotiate terms prior to that date
- Further renewal requires mutual consent and may include updates aligned with evolving community goals or environmental priorities