

MINUTE of AGREEMENT

between

The CARNEGIE DUNFERMLINE AND HERO FUND
TRUSTEES, Abbey Park House, Abbey Park
Place, Dunfermline (hereinafter referred
to as "the Trustees")

and.

THE DUNFERMLINE DISTRICT COUNCIL,
City Chambers, Dunfermline (hereinafter
referred to as "the Council")

WHEREAS the Trustees hold and administer as part of the Carnegie Dunfermline Trust the heritable property known as Pittencrieff Park, Dunfermline, which, for the purpose of this Agreement is defined as comprising the several properties all outlined in red on the plan annexed and executed as relative hereto, on the Trusts set forth in one or more of (ONE) Trust Deed granted by Andrew Carnegie dated Eighteenth and registered in the Books of Council and Session on Twenty-sixth both days of August Nineteen hundred and three: (TWO) a relative Explanatory Letter by Andrew Carnegie dated Second August Nineteen hundred and three, and (THREE) Charter of Incorporation of the Carnegie Dunfermline and Hero Fund Trustees sealed at Edinburgh and registered in Chancery on Twenty-eighth February Nineteen hundred and nineteen (all hereinafter referred to as "the Trust documents");

And WHEREAS The Dunfermline District Council are empowered under Section 91 of the Local Government (Scotland) Act 1973 to "do, or arrange "for the doing of, or contribute towards the expenses of the doing of, "anything (whether inside or outside their area) necessary or expedient "for the purpose of the provision of adequate facilities for social, "cultural and recreative activities;"

And WHEREAS it has become apparent that the resources of the Carnegie Dunfermline Trust are no longer sufficient to meet the increased costs involved in maintaining Pittencrieff Park to the standard which presently exists;

And WHEREAS the Council have agreed to the extent and in manner aftermentioned to assume responsibility for the costs of management, maintenance, development and control of Pittencrieff Park in order that it may be maintained as a recreation park for the people as envisaged in the Explanatory Letter by Andrew Carnegie above mentioned:

NOW THEREFORE it is Hereby DECLARED and AGREED as follows:-

ONE /

ONE. The Council, subject to the exceptions and reservations after-mentioned, shall assume responsibility for the management, maintenance, development and control of Pittencrieff Park and all costs and expenses connected therewith to the same effect as if the Council had originally been appointed in place of the Trustees as the body charged with the administration thereof. Responsibility shall be assumed as from First April Nineteen hundred and seventy-six in respect of Pittencrieff Park other than that part thereof consisting of the Pavilion/Restaurant complex and Nethertown Lodge. Responsibility shall be assumed by the Council as from First April Nineteen hundred and seventy-seven in respect of the Pavilion/Restaurant complex and Nethertown Lodge. The Pavilion/Restaurant complex is understood to be the building only (including the outside stage) and entrance steps leading thereto and in particular does not include the driveways leading thereto and the car park, garden and amenity and other ground adjoining the Pavilion/Restaurant building.

TWO. In the management, maintenance, development and control of Pittencrieff Park the Council shall be bound to observe the terms of the Trust documents and the conditions contained in the title deeds of Pittencrieff Park and each and every part thereof and so far as possible maintain the buildings within and the amenity and character of Pittencrieff Park at not less than the standard which in the past has been attained by the Trustees. No major development, that is to say development not permitted by, and described in Classes I, II, III (a) & (b) and IV to IX inclusive and XI of Schedule 1 of the Town and Country Planning (General Development) (Scotland) Order 1975 as in force at First February Nineteen hundred and seventy-seven shall be undertaken by the Council within Pittencrieff Park without due consultation with, and the prior consent of, the Trustees. While it is the intention that the Trustees shall not concern themselves with the day to day administration of Pittencrieff Park, in order that the Trustees may adequately discharge the duty laid upon them by the Trust documents, the Council shall provide the Trustees with copies of or extracts from the appropriate Council or Committee Minutes dealing with the management, maintenance, development and control of Pittencrieff Park and the Trustees shall so far as they consider it necessary to do so consult with the Council regarding any matter which the Trustees decide merits discussion with them, and the Council shall be bound so to consult upon and discuss any such matters with the Trustees and to furnish to the Trustees such information as the Trustees may reasonably require. Any dispute /

dispute or difference between the parties hereto regarding the management, maintenance, development or control of Pittencrieff Park or arising out of or concerning this Agreement shall be determined by an arbiter appointed, failing agreement, by the President of the Law Society of Scotland.

THREE. The Council shall take over and continue on terms not less favourable than those presently existing the engagements of all staff employed by the Trustees in Pittencrieff Park as from First April Nineteen hundred and seventy-six. The Council shall take over and free and relieve the Trustees of all obligations under the contract with Sutcliffe Hill & Co. for the management of the Pavilion/Restaurant complex as from First April Nineteen hundred and seventy-seven, unless such contract has been terminated by the Trustees either of their own accord or at the request of the Council prior to the last mentioned date.

FOUR. The Trustees shall free and relieve the Council of and from all claims of every description arising from the occurrence prior to First April Nineteen hundred and seventy-six of any event, matter or thing, in or in connection with Pittencrieff Park (other than the Pavilion/Restaurant complex and Nethertown Lodge) and prior to First April Nineteen hundred and seventy-seven of any event, matter or thing, in or in connection with the Pavilion/Restaurant complex and Nethertown Lodge. The Council shall free and relieve the Trustees of and from all claims of every description arising from the occurrence on and after First April Nineteen hundred and seventy-six of any event, matter or thing in or in connection with Pittencrieff Park (other than the Pavilion/Restaurant complex and Nethertown Lodge) and on and after First April Nineteen hundred and seventy-seven of any event, matter or thing in or in connection with the Pavilion/Restaurant complex and Nethertown Lodge. The Council will have no claims against the Trustees for compensation in respect of any improvement or expenditure of a capital nature, made by the Council.

FIVE. The Council shall insure either in the names of the Trustees or under a policy endorsed in favour of the Trustees as proprietors all buildings within Pittencrieff Park to the : reinstatement value thereof against damage by fire or otherwise and all monies recovered from insurance companies shall be applied in reinstatement or other development in such manner and to such extent as may be decided in consultation between the Council and the Trustees and in so far as not so applied such monies shall be the property of the Trustees, provided that monies recovered in respect of damage to buildings provided at the expense of the Council shall be the property of the Council.

SIX. /

SIX. During the six years ending Thirty-first March Nineteen hundred and eighty-two the Trustees shall make contributions amounting to not less than Two hundred and fifty thousand Pounds towards the administrative costs of Pittencrieff Park assumed by the Council, and that in the following sums, namely, during the year ending Thirty-first March Nineteen hundred and seventy-seven the sum of Sixty-five Thousand Pounds; during the year ending Thirty-first March Nineteen hundred and seventy-eight the sum of Seventy-six Thousand Pounds; during the year ending Thirty-first March Nineteen hundred and seventy-nine the sum of Fifty Thousand Pounds; during the year ending Thirty-first March Nineteen hundred and eighty the sum of Thirty-five Thousand Pounds; during the year ending Thirty-first March Nineteen hundred and eighty-one the sum of Nineteen Thousand Pounds; and during the year ending Thirty-first March Nineteen hundred and eighty-two the sum of Five Thousand Pounds, the contributions shall be paid half-yearly on Thirtieth September and Thirty-first March commencing the first payment on Thirtieth September Nineteen hundred and seventy-six, the Council shall make application for any special Government Grant which may be available towards expenditure incurred in connection with Pittencrieff Park and the amount of any such Grant received in any year ending Thirty-first March shall be shared by the Trustees and the Council in proportion to the share of expenditure in respect of Pittencrieff Park borne by them respectively in that year.

SEVEN. There is reserved to the Trustees ownership of the pictures presently within the Pavilion/Restaurant complex and certain items within the Museum in Pittencrieff House all as specified in the Schedule annexed and executed as relative hereto, and the Trustees shall be entitled to remove any or all of such pictures and other items as they may decide subject always to reasonable notice of their intention to do so being given to the Council. For the avoidance of doubt it is Hereby DECLARED that all plant, equipment, tools, furnishings, stock and other moveable items of every description within Pittencrieff Park belonging to the Trustees, with the exception of the items specified in the said schedule, shall be and become the property of the Council without payment, provided however that in the event of the Council or their statutory successors ceasing to - be responsible for the management, maintenance, development and control of Pittencrieff Park the Council or their successors shall be responsible for ensuring that there are handed over such

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such moveable items as aforesaid as are reasonably appropriate to the use to which Pittencrieff Park or any part thereof is then being put.

The parties hereto consent to registration hereof for preservation:

IN WITNESS WHEREOF these presents typewritten on this and the four preceding pages are, together with the Schedule and plan hereto annexed, executed as follows:- they are sealed with the Common Seal of Dunfermline District Council and subscribed for them and on their behalf by David Smith Campbell and John Bell, two of their Members, and Findlay Macrury Coutts, their Director of Administration, all at Dunfermline on the First day of November in the year Nineteen hundred and seventy-eight; and they are sealed with the Common Seal of The Carnegie Dunfermline and Hero Fund Trustees and subscribed on their behalf by James Marshall, Chairman, Arthur Drysdale Robertson, one of the Trustees, and Fred Mann, the Secretary, also at Dunfermline on the Sixteenth day of the said month of November in the year last mentioned.

SCHEDULE

referred to in the foregoing Agreement between
Carnegie Dunfermline and Hero Fund Trustees
and Dunfermline District Council.

Catalogue No.

- 75-1968 Doll, dressed, presented by town children 1900.
- 76 Doll's coat, ribbed silk.
- 77 Doll's hat, ribbed silk.
- 78 Doll's muff, white, trimmed swansdown.
- 79 Doll's bonnet, white, trimmed swansdown.
- 80 Doll's cape with hood, fawn shantung.
- 81 Doll's nightgown, white silk.
- 82 Doll's romper suit, pink cotton.
- 83 Doll's dressing jacket, white wool.
- 84 Doll's bassinette with mattress, pillow and napery.
- 85 Doll's 2 pillows and bedspread, pink satin and lace.
- 86 Set 2 quilts, nightdress case and tidy, white embroidered.
- 87 Brush and comb.
- 88 Pillow sham, white and blue and pillow case (long).
- 89 Evening dress, ivory moire and lace by Callot, 1902.
- 90 Evening dress, white and lilac brocade, Doucet, c. 1900.
- 91 Evening dress, violet chiffon velvet, c. 1937.
- 92 Evening dress and jacket, powder blue lace, 1941.
- 93 Evening dress, blue crepe satin, 1935.
- 94 Afternoon dress, silver tissue, worn at Holyrood, 1929.
- 95 Highland dress (lady's) silk tartan skirt, black velvet
jacket and white stock, c. 1890.
- 96 Hat, black baku straw with grey roses, Holyrood, 1929.
- 97 Top hat (Selfridge's), 1929.
- 99 Highland dress (lady's) jacket, kilt, sporran, bonnet and
glengarry, chemisette and jabot.
- 100 Highland dress (child's), jacket, waistcoat, glengarry,
silk kilt and plaid, lace jabot, c. 1902.
- 101 Highland dress (child's), jacket, glengarry, wool kilt, plaid
and trews, sporran, c. 1900.
- 102 Pair shoes, buckled, on trees (woman's?)
- 103 Scarf, silk tartan (lady's)
- 104 4 Chieftain's feathers.
- 77-1970 Presentation gown, silver grey satin and lace (Mrs. Carnegie)-
Worth, 1927.
- 78 Bathing suit (2-piece), black woollen, trimmed white, c. 1905.
- 79 Dressmaker's dummy, 1908,