



EIR Ref: 2017-007

22nd February 2017

## **REQUEST UNDER ENVIRONMENTAL INFORMATION (SCOTLAND) REGULATIONS 2004**

I refer to your request for information, received by email on 25<sup>th</sup> January 2017.

We have applied the exemption under Section 39(2) of the Freedom of Information (Scotland) Act 2002 as we have determined that the information sought in your request is environmental information. We are therefore handling your request under the terms of the Environmental Information (Scotland) Regulations 2004 (EIRs). In this case the public interest in maintaining this exemption and in dealing with the request in line with the requirements of the EIRs outweighs any public interest in disclosing the information under FOISA.

Your specific request and the response from the National Park Authority are provided below.

**Please forward a full copy of the lease agreement between Luss Estates and the National Park/Interim Park Authority relating to the setting up of Firkin Point Picnic Site. Paperwork should include any clauses, stipulations or agreements relating to the ongoing operation of the picnic site.**

A copy of the lease agreement between Luss Estates and Strathclyde Regional Council is attached. The National Park Authority is the successor to Strathclyde Regional Council as party to this agreement.

**Please forward a copy of the original Planning Permission for the Firkin Point Picnic Site. This should include any specifications on operation.**

A copy of the original planning decision, which lists the conditions imposed, is attached. Signatures have been redacted from this decision in accordance with Regulation 11(2) of the EIRs and the Data Protection Principles.

Yours sincerely

Governance & Legal Team  
Loch Lomond & The Trossachs National Park Authority

### **LOCH LOMOND & THE TROSSACHS NATIONAL PARK AUTHORITY**

National Park Headquarters, Carrochan, Carrochan Road, Balloch, G83 8EG Long: 4°34'24"W Lat: 56°00'12"N  
t: 01389 722600 f: 01389 722633 e: [info@lochlomond-trossachs.org](mailto:info@lochlomond-trossachs.org) w: [lochlomond-trossachs.org](http://lochlomond-trossachs.org)  
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### Review Procedure

If you are dissatisfied with this response, or the way in which the Authority has dealt with your request, you are entitled to ask the Authority to review its decision. Please note that in order for a review to take place you must:-

- Lodge a written request for a review within 40 working days of either the date on which you received a response from the Authority or the date by which you should have received a response under the terms of the Environmental Information (Scotland) Regulations 2004, whichever is the later.
- Include your name, address for correspondence, a description of the original request, and the reasons why you are dissatisfied; and

address your review request to:

Governance & Legal Team  
Loch Lomond & The Trossachs National Park Authority  
National Park Headquarters  
Carrochan  
Carrochan Road  
Balloch  
G83 8EG  
E-mail: [info@lochlomond-trossachs.org](mailto:info@lochlomond-trossachs.org)

Please note that links provided to information available elsewhere are intended to assist you. Requests for information held by other public authorities, and any complaints regarding access to such information should be addressed to that authority. These review procedures relate only to information which is directly under the control of Loch Lomond & The Trossachs National Park Authority.

The review of your request will be handled by staff who were not involved in the original decision. You will receive notice of the result of your review within 20 working days.

If you are not satisfied with the response to your request for review, you can contact the Scottish Information Commissioner, the independent body which oversees the Environmental Information (Scotland) Regulations 2004, at:

Scottish Information Commissioner  
Kinburn Castle  
Doubledykes Road  
St Andrews  
Fife  
KY16 9DS  
Tel: 01344 464 610  
Website: [www.itspublicknowledge.info](http://www.itspublicknowledge.info)  
E-mail: [enquiries@itspublicknowledge.info](mailto:enquiries@itspublicknowledge.info)  
Online appeal portal: [www.itspublicknowledge.info/Appeal](http://www.itspublicknowledge.info/Appeal)

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31,071

Books of Council and Session

**Extract Registered**

LEASE

between

LUSS ESTATES COMPANY

and

THE STRATHCLYDE REGIONAL  
COUNCIL



**REGISTERS OF SCOTLAND**  
*Executive Agency*

Meadowbank House  
153 London Road  
Edinburgh EH8 7AU

Tel: 031-659 6111 Rutland Exchange No: ED300

31,071

Books of Council and Session

**Extract Registered**

LEASE

between

LUSS ESTATES COMPANY

and

THE STRATHCLYDE REGIONAL  
COUNCIL

Registered 20 September 1993

McARTHUR STANTON  
Solicitors  
22 Colquhoun Square  
HELENSBURGH

FAS 4888

# Registers of Scotland

31,071  
AT EDINBURGH the Twentieth day of September  
Nineteen hundred and ninety three the Deed hereinafter  
reproduced was presented for registration in the Books  
of the Lords of Council and Session for preservation and  
execution and is registered in the said Books as follows:-



IT IS CONTRACTED AND AGREED

between



LUSS ESTATES COMPANY,  
incorporated under the  
Companies Act 1948 and having  
their Registered Office at  
Arnburn, Arden, by Alexandria,  
Dunbartonshire, (hereinafter  
referred to as "the  
Landlords")

OF THE FIRST PART



and



THE STRATHCLYDE REGIONAL  
COUNCIL, constituted by virtue  
of the Local Government  
(Scotland) Act 1973 and having  
their Headquarters at  
Strathclyde House, Twenty  
India Street, Glasgow, G2  
4PF, who and whose successors  
are (hereinafter referred to  
as "the Tenants")

OF THE SECOND PART in the  
manner following:-

THAT IS TO SAY:

## FIRST

The Landlords in consideration of the rents and  
other prestations after specified hereby let to  
the Tenants (excluding their assignees legal or  
conventional and Sub - tenants and managers for  
creditors without the written consent of the  
Landlords previously obtained) ALL and WHOLE that  
area of ground known as Firkin Car Park and Picnic  
Area, Luss, containing three point eighty-three  
(3.83) hectares or thereby lying in the Parish of  
Luss and County of Dunbarton all as the said area  
of ground (hereinafter referred to as "the  
subjects let") is shown outlined in red on the  
plan annexed and executed by the parties as  
relative/

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relative hereto together with the whole buildings erected thereon. For the avoidance of doubt the subjects let shall not include Loch Lomond but they shall include the Loch foreshore but the subjects let are so let subject, always to a servitude right of access over that area hatched and marked "407 BLUE" on the said plan annexed and executed as relative hereto in favour of the Secretary of State for Scotland for maintenance of the A82 Trunk Road.

## SECOND

This Lease shall commence on the First day of August Nineteen Hundred and Ninety-Three which date is hereby declared to be the date of entry of the Tenants to the subjects let notwithstanding the date or dates hereof and shall terminate on the Thirty-first day of July Two Thousand and Forty-Three ("the first expiry date"). Further, this Lease shall continue for a second period of Fifty years at the option of the Tenants. The said option shall be exercised by the Tenants serving one year's written notice prior to the first expiry date on the Landlords intimating the Tenants wish to have this Lease so to continue. In the event of the Tenants failing to give said one year's written notice as herein provided the Landlords shall, six months prior to the first expiry date give the Tenants notice of the Landlords' intention to regard this Lease as terminated at the first expiry date and the Tenants shall then have from the date of receipt of said notice one month in which to give notice in writing to the Landlords of the Tenants' intention to exercise said option. Upon receipt of either of said notices from the Tenants, the Landlords shall be bound to consent to a continuation/

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continuation of this Lease for a further Fifty years as hereinbefore provided. In the event of said option being exercised the period of Lease shall be said extended period from the date of entry until Thirty first July Two Thousand and Ninety-three.

## THIRD

The Tenants bind and oblige themselves and their successors to pay to the Landlords or their successors and assignees whomsoever during the currency of this Lease a rent of ONE THOUSAND POUNDS (£1,000) STERLING annually and in advance for each Twelve month period hereunder, the first twelve month period ending on the Thirty-first day of July Nineteen Hundred and Ninety-four. In all years the rent will be paid on the First day of August of the then current year and if any rents are not paid within Twenty-eight days of the due date then the Tenants shall pay to the Landlords interest thereon at a rate equal to Four per centum per annum above the base rate for borrowing for the time being of The Royal Bank of Scotland Plc from the date on which payment fell due until the actual date of payment thereof. For the avoidance of doubt it is expressly provided that in the event of an assignation of these presents with the consent of the Landlords in terms of Clause Eighth hereof any liability of the assignor shall cease in respect of duties and obligations hereunder from the date of formal intimation to the Landlords of such assignation or if later the date upon which the assignation shall become effective but nothing in these provisions shall relieve the assignor of any liability incurred in respect of any duty or obligation or other incumbrance upon them during the period prior to said/

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said intimation or effective date/assignment as the case may be.

With a view to securing that the rent increases in line with the cost of living it shall be subject to review on the Third anniversary of the date of entry at the instance of the Landlords and every Third year on the said date thereafter (the appropriate rent review term being hereinafter called "the Relevant Term") and such review shall be effected only in accordance with the following provisions:-

- (a) The Landlords shall give the Tenants not less than two months' notice in writing prior to the Relevant Terms of their intention to exercise their right to require a review of the rent which written notice shall be sent to the Tenants last known address by Registered Post or Recorded Delivery. In the event of the Landlords omitting to serve notice punctually in terms of this sub-clause the Landlords shall still be entitled to serve said notice at any time up to or after the payment from the Tenants of the rent.
- (b) Such notice shall specify that the increased rent shall be the current rent plus the average Retail Price Index (or equivalent index) figure for the three immediately preceding years.
- (c) For the avoidance of doubt there is no right in favour of Tenants to refer this matter of rent review to arbitration notwithstanding Clause Fourteenth hereinafter specified.

FOURTH

The/



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The Tenants shall be responsible for payment of all charges for the subjects let relevant to the period of Lease in respect of rates, water supplied, telephones, electricity and other outgoings during the currency of this Lease.

## FIFTH

The Tenants shall (One) at their expense insure with a reputable insurance company against public liability for such sum or sums as shall be approved by the Landlords (which approval shall not be unreasonably withheld or delayed) and the Tenants shall exhibit to the Landlords the receipts for such premium or premiums of insurance if called upon to do so and (Two) indemnify the Landlords against all claims for damages by third parties that may arise from the Tenants' occupation of the subjects let or from the buildings, fences or other fixtures erected thereon or out of the negligence of employees of the Tenants or of any person or persons for whom they are responsible in connection with the Tenants' use of the subjects let and the Tenants shall be bound during the currency of the Lease to keep the subjects let and all equipment owned by them and all improvements thereto insured against loss or damage by fire and other risks to the full insurable value thereof to the reasonable satisfaction of the Landlords and to make payment of premiums necessary on demand the Policy or Policies and receipts for premiums paid and that in case of destruction or damage to the subjects let or any part thereof the Tenants shall layout the monies received in respect of such insurance in rebuilding and reinstating the same and shall make up any deficiency out of their own funds save where such loss or damage has arisen from the acts or/..

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or omissions of the Landlords.

## SIXTH

The Tenants shall be bound to keep the subjects let in an orderly clean and tidy condition. For this purpose the Tenants shall provide an adequate number of litter bins or other receptacles for rubbish and ensure that all litter is removed from the subjects let on a regular basis as appropriate.

## SEVENTH

The Tenants accept the existing water supply for their purposes but, given the fact that the subjects let are to be developed as a car park with toilets, a Rangers room, a Tourist Information Point and a picnic area (all hereinafter referred to as "the proposed facilities") in accordance with Clause Ninth hereof, the Tenants shall be entitled to draw from Loch Lomond, water in such quantities as may reasonably be required for the proper working of the proposed facilities. In this respect, without prejudice to the provisions of Clause Tenth hereof, it is declared that the Tenants shall, prior to the commencement of construction works, submit for the written approval of the Landlords (which approval shall not be unreasonably withheld or a decision thereon be unreasonably delayed), detailed plans containing specifications and elevations of the proposed facilities together with the line, depth, dimensions, capacity and constituent materials of all water pipes whereby water is to be conveyed from the said Loch to the proposed facilities and similar information regarding all necessary water pumps.

Notwithstanding the above, the Tenants shall be entitled/

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entitled to use all existing water pipes in the subjects let and have a right of access to the source of water conveyed thereby for the purposes of maintenance, repair and renewal of the said pipes and other pipes approved and laid in accordance with the provisions hereof subject always to the Tenants restoring the ground and freeing the Landlords of all expense in connection with such interference with said apparatus.

## EIGHTH

Save as hereinbefore provided the Tenants are expressly prohibited from assigning or sub-letting the subjects let or any part thereof without the prior consent of the Landlords or their factor which consent shall be in writing and shall not be unreasonably withheld or delayed.

## NINTH

The subjects let shall be used solely for car parking together with toilets, Rangers room, Tourist Information Point, picnic area and for no other purpose whatsoever except with the prior written consent of the Landlords (which consent shall not be unreasonably withheld or delayed). It is, however, specifically provided that the Landlords shall provide access to the subjects let for the purposes of litter collection, maintenance, vehicular and pedestrian patrolling of the subjects let by the Park Rangers employed for that purpose, and emergencies.

## TENTH

The subjects let shall not be developed in any way whatsoever either at the date hereof or in the future until the plans and proposals have been approved in writing by the Landlords (which approval shall not be unreasonably withheld or delayed). The Tenants shall use all reasonable endeavours/

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endeavours to complete all works approved at the date of entry within twelve months of said date to the reasonable satisfaction of the Landlords. Said works being the initial site preparatory and layout works. Works approved during the period of the Lease shall be completed with such reasonable period as may be appropriate given the nature of the works.

## ELEVENTH

Without prejudice to these present<sup>5</sup> generally and the immediately preceding Clause in particular the Tenants shall use their reasonable endeavours to prepare within one year of the date of entry Management Rules or Bye-Laws pertaining to the subjects let for the approval of the Landlords and all other interested parties including the Loch Lomond Park Authority (which approval(s) shall not be unreasonably withheld or delayed)

## TWELFTH

The Tenants shall permit the Landlords, their Factor, agents or workmen to enter the subjects let for Estate purposes and for inspection of same to satisfy themselves that the terms hereof are being observed on giving reasonable notice (except in the case of an emergency) of their intention so to do. Without prejudice to the foregoing the Landlords, their Factor, agents or workmen shall subject to giving reasonable notice as aforesaid be bound to enter upon the subjects let on at least one occasion during each year of the currency of this Lease for the foregoing purposes.

## THIRTEENTH

The Tenants shall be bound to advise the Landlords of any notice, direction, order etc received from the Local Authority within ten days of their receipt of same and will produce same to the Landlords/

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Landlords or their Factor and the Tenants are bound to comply with the terms of such notice, direction, order, etc and bear the whole cost of compliance therewith unless the Tenants are required by the Landlords to make independently or jointly with the Landlords objections or representations against such notice.

## FOURTEENTH

Save as otherwise provided herein any difference or dispute between the parties as to the interpretation of this Lease or as to the fulfilment or otherwise by either party or their respective obligations hereunder or as to any matters connected therewith shall, failing agreement, be referred to an Arbiter (failing agreement to be nominated upon application by either party by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors) the expenses of which arbitration shall be paid by the party against whom they are awarded by the Arbiter whose decision on all matters referred to him including expenses shall be final and binding on the parties.

## FIFTEENTH

If at any time during the currency of this Lease the Tenants allow a year's rent or any other sum due hereunder to be in arrears for Twenty-eight days (whether demanded or not) or shall in any either respect fail to comply with or shall contravene any of the conditions, provisions and restrictions hereinbefore contained or referred to or if they shall become notour bankrupt or in the case that the Tenants are a Limited Company go into liquidation (otherwise than voluntarily for the purpose of reconstruction or amalgamation) or/..

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or shall have a Receiver appointed in respect of any of their property or shall make any arrangement or composition with their creditors then and in any of these events the Landlords may, in their option, at any time by notice in writing to the Tenants bring this Lease to an end, reserving nevertheless the Landlords' claim for all rents and any other charge due or accrued and in respect of any breach of the conditions of this Lease. Provided always that the Landlords shall not exercise the foregoing option of irritancy in any case of a breach or non observance which is capable of being remedied (including non payment of rent) unless the Landlords shall have first given written notice to the Tenants, under threat of irritancy, specifying the breach complained of and the Tenants and the Tenants shall have failed to remedy such breach within such reasonable time as the Landlord shall prescribe which in the case of non payment of rent or charges shall be Twenty-Eight days only. In the event of this Lease terminating as provided for in this Clause the Landlords shall be under no obligation to compensate the Tenants in any manner or way.

## SIXTEENTH

The Tenants shall not be entitled to any compensation for any improvements carried out by them on the subjects let unless otherwise provided herein or separately negotiated during the currency hereof.

## SEVENTEENTH

The Tenants shall be bound to leave in good tenantable and working order (having regard to their age and nature and the effect of fair wear and tear thereon) at the termination of the Lease and without any compensation being paid therefor all services including the following:-

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- (a) The whole water supply system;
- (b) The whole electrical system;
- (c) All toilet and ablution facilities;
- (d) All buildings situated on the subjects of offer including all heritable subjects erected thereon at the Tenants' expense (unless otherwise provided herein or separately agreed between the parties).

## EIGHTEENTH

The Tenants are prohibited from permitting anything to be done in or upon the subjects let or any part thereof which constitutes a nuisance or causes damage or inconvenience to the Landlords or to their Tenants or to their licensees or to the owners or occupiers of any neighbouring premises provided always that nothing herein shall prejudice the Tenants' right to use the subjects let for the purpose hereinbefore specified.

## NINETEENTH

The Tenants shall be bound to indemnify the Landlords against all costs, charges, proceedings, claims and demands whatsoever to which the Landlords shall become liable for reason or on account of any breach, non-performance or non-observation of any of the obligations on the part of the Tenants herein contained.

## TWENTIETH

The Tenants shall be bound to permit the Landlords during the six months immediately preceding the termination of this Lease to affix and retain without interference on the subjects let (but not in such a position as to obstruct light or access to any building or facility existing or to be erected/

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erected on the subjects let) written notice for re-letting the same and to permit persons with written authority from the Landlords or their agents at reasonable times of the day appointments to view the subjects let. The right hereby stipulated for shall always be exercised in such a manner as to cause the minimum possible disruption of and disturbance to the Tenants' business conducted on the subjects let.

## TWENTY-FIRST

The Tenants shall be responsible at their own expense for all repairs, improvements and alterations to the subjects let and buildings and installations thereon and therein and the fences, hedges, etc in or bounding the subjects let all to the reasonable satisfaction of the Landlords unless separate agreement is reached between the Landlords and the Tenants concerning particular items during the currency hereof. There shall be excluded from the above, responsibility for repairs, improvements and alterations necessitated by the occurrence of an insured risk in terms of Clause Fifth hereof save where the insurance monies shall be irrecoverable due to some act or omission on the part of the Tenants. Furthermore, where the consent of some competent authority is required to allow such repairs, improvements or alterations to proceed and such consent is refused or made subject to conditions with which the Tenants cannot reasonably comply then, in either of these events the Tenants shall be released from this responsibility.

## TWENTY-SECOND

The Tenants are prohibited from felling, lopping or otherwise interfering with the existing trees situated on the subjects let without the written permission/

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permission of the Landlords (which consent shall not be unreasonably withheld or delayed) and the local Planning Authority where necessary and at all times shall use their reasonable endeavours to retain the existing trees and hedges both around and inside the subjects let, reinforcing the same where practicable to the reasonable satisfaction of the Landlords and where necessary the Planning Authority.

TWENTY-THIRD

The Tenants shall be bound to obtain all statutory permissions required for the operation of the subjects let as a car park and to comply with all the conditions attached thereto.

TWENTY-FOURTH

The Tenants shall not be entitled without the previous written consent of the Landlords (which consent shall not be unreasonably withheld or delayed) to affix or exhibit or permit to be affixed or exhibited any placard, poster, sign board, plate, device, notice or advertisement to or on any part of the subjects let provided that this clause shall not prevent the Tenants from erecting and displaying any placard, poster, sign board, plate, device, notice, road sign or advertisement which they may be required to erect and/or display in order to comply with any relevant statutes, orders, regulations or other matters or things as a result of their occupation of the subjects let and for which, notwithstanding the provisions of this Clause, they shall not require the consent in writing of the Landlords.

TWENTY-FIFTH

The Tenants shall take such safety and security precautions with regard to the subjects let as the Landlords may reasonably require. Without prejudice to the generality of the foregoing the Tenants/

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Tenants shall be bound to provide and maintain in good order on the subjects let such fire fighting equipment as may be reasonably required from time to time by the Local Authority Environmental Health Officer or Fire Officer for the time being.

TWENTY-SIXTH

Save as otherwise provided herein the reasonable legal and other expenses of the Landlords and their Surveyors directly incurred in relation to this Lease and of any Minute of Alteration or Variation of this Lease required by the Landlords or the Tenants for the purpose of recording an increase in rents payable hereunder or any other alteration or variation of the terms of this Lease (including the cost of any plans or others annexed thereto) shall be payable by the Tenants including the provision of a plan of the ground, stamp duty, the registering of the Lease in the Books of Council and Session and the cost of obtaining two extracts of same.

TWENTY-SEVENTH

The Tenants will be responsible for complying with the terms of the Offices, Shops and Railway Premises Act 1963, the Public Health Acts, the Factories Acts and any other relevant statutes and for any alteration or works necessitated thereby as a result of their occupation of the subjects let.

TWENTY-EIGHTH

Any notice, request, consent or approval under this Lease shall be in writing. Any notice to the Tenants shall be sufficiently served if sent by Recorded Delivery Post to, if the Tenants shall be an incorporated body, their Registered Office and to, if the Tenants shall be a person, his last known address in Great Britain or Northern Ireland and/

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and to, if the Tenants shall be a firm, the firm or any one or more of the partners thereof at the subjects let and in any other case the let subjects. DECLARING that notwithstanding the foregoing provisions of this Clause while the said THE STRATHCLYDE REGIONAL COUNCIL are the Tenants, notices shall be sent to the Director of Estates, Strathclyde Regional Council, Strathclyde House 2, India Street, Glasgow, G2 4PF and copied to the Park Officer, Loch Lomond Park Authority, Old Balloch Station Building, Balloch Road, Balloch, G83 or such other officials or addresses as may be substituted for those stated above by the Strathclyde Regional Council by notice to the Landlords.

## LASTLY

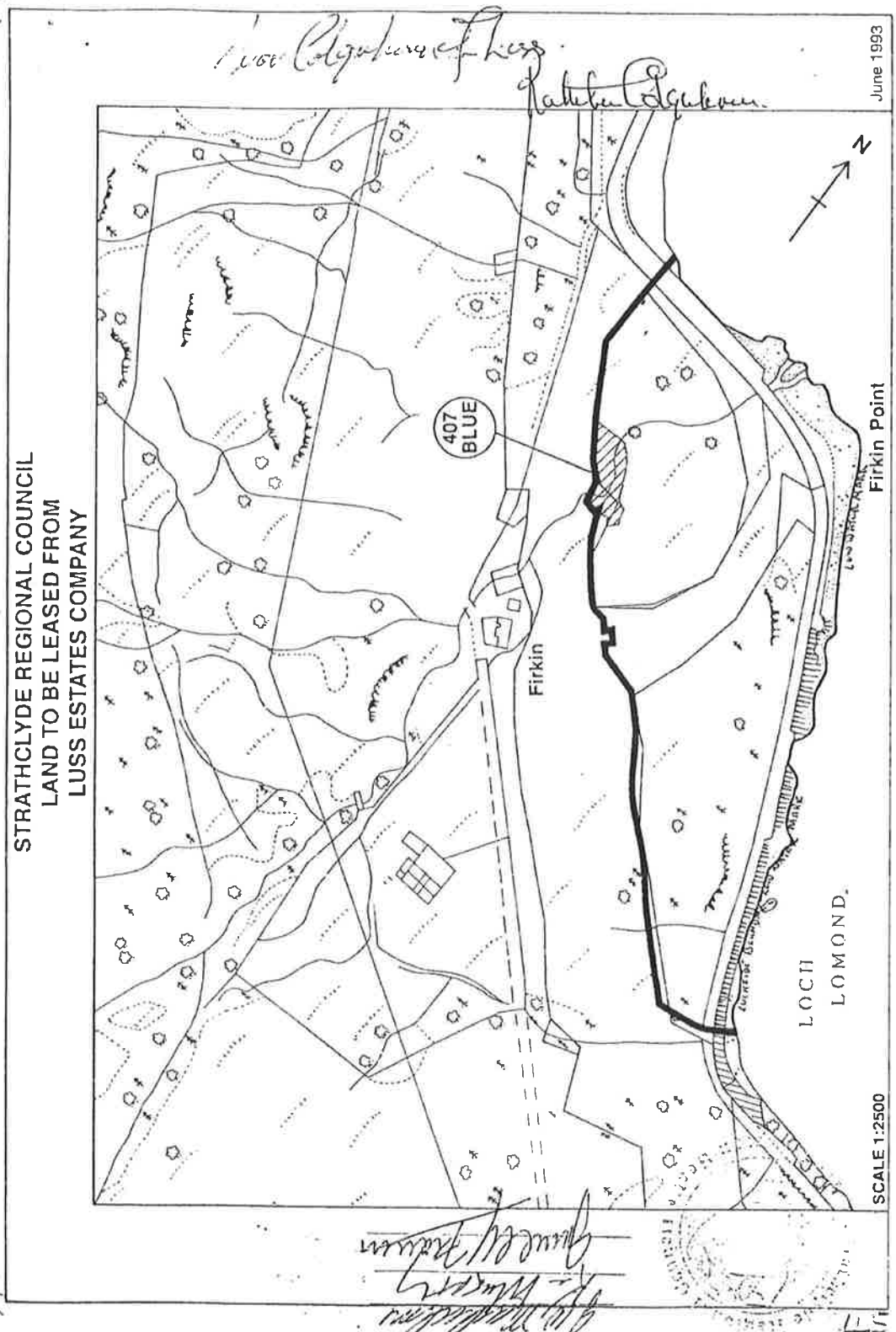
Both parties bind and obliged themselves and their foresaids to implement their respective parts of these presents to each other and both parties consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the fourteen preceding pages together with the plan annexed are subscribed as follows:- they are sealed with the Common Seal of Strathclyde Regional Council and subscribed for us and on our behalf by James William MacKechnie and Kenneth James Murray (subscribing his usual signature "K Murray") both Members and by James Young Francis, one of our Managing Solicitors at Glasgow on the Twenty-ninth day of July, Nineteen hundred and Ninety-three and they are subscribed for and on behalf of Luss Estates Company by Sir Ivar Colquhoun of Luss, Baronet and Lady Kathleen Nimmo Colquhoun (subscribing her usual signature "Kathleen Colquhoun") two of our Directors at Luss on the Sixteenth day of August, in the year last mentioned



*James William MacKechnie*  
*K Murray*  
*James Young Francis*  
*Sir Ivar Colquhoun*  
*Kathleen Colquhoun*

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AND the said Lords grant Warrant for lawful execution hereon.

EXTRACTED by me having commission to that effect from the Keeper of the Registers of Scotland.

*Fiona Smith*

91/022/ABH

Application No LL.2621

TOWN AND COUNTRY PLANNING (SCOTLAND) ACTS, 1947-1984  
TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT)  
(SCOTLAND) ORDER, 1984

DUMBARTON DISTRICT COUNCIL

To Loch Lomond Park Authority,  
Per Robert G. Maund,  
Strathclyde Regional Council,  
Department of Physical Planning,  
20 India Street,  
Glasgow.

In pursuance of their powers under the above-mentioned Acts and Order, the Council hereby **PERMIT**

**Change of use of land to formation of car park, picnic area,  
new access and landscaping.  
Firkin Point, Loch Lomond.**

in accordance with the plan(s) submitted to the Council and docketed and signed as relative hereto.

This permission is granted, subject to due compliance with the Building Regulations, Roads (Scotland) Act 1984, and general statutory provisions in force and to the following conditions:-

- 1 The development to which this permission relates shall be begun within 5 years from the date of this permission.
- 2 Within a period of 3 months from the date of this permission detailed plans of the landscaping proposals, indicating the proposed surface treatment and the position, number and species of the trees and shrubs which are to be planted shall be submitted for the approval of the District Council.
- 3 The approved landscaping shall be carried out in the first planting season after the development is brought into use, to the satisfaction of the District Council.
- 4 Such planting as may fail to become established shall be replaced in the first planting season after the failure to establish becomes apparent, to the satisfaction of the District Council.
- 5 Prior to the commencement of any work on the site a scheme for the management and maintenance of open spaces within the development shall be submitted to and approved by the District Council.
- 6 In conjunction with the requirements of Condition No.2 above, details of the means of preventing the entry of long vehicles or vehicles with trailers to the site shall be submitted for the consideration and approval of the Director of Planning and Development.
- 7 Notwithstanding the information shown on the submitted plans the design, materials and location of the proposed toilet block shall be the subject of a separate submission to the District Council.

- 8 Prior to the commencement of site works detailed cross-sections of the existing and proposed finished ground levels shall be submitted for the consideration and approval of the Director of Planning and Development.
- 9 As part of the development that area of hardstanding shaded in yellow on the approved plan shall be the subject of landscaping works, the details of which shall be as agreed with and to the satisfaction of the Director of Planning and Development.
- 10 All proposed car parking areas shall be protected by suitable oil interceptors, the details of which shall be to the satisfaction of the District Council.

The reasons for the Council's decision are:-

- 1 Conditions imposed in the interests of visual amenity and road safety and to protect and enhance the character of the National Scenic Area.

Dated this .....29th..... day of .....November..... 1991

DEPARTMENT OF PLANNING & DEVELOPMENT,  
69 GLASGOW ROAD,  
DUMBARTON.

.....  
Director of Planning & Development

911022/ABH

Application No LL.2621

TOWN AND COUNTRY PLANNING (SCOTLAND) ACT 1972 (As Amended)  
TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE)  
(SCOTLAND) ORDER 1992  
TOWN AND COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT)  
(SCOTLAND) ORDER 1992

**D U M B A R T O N   D I S T R I C T   C O U N C I L**

To SRC, Physical Planning Dept.  
Per Assistant Director,  
DARS - CD  
Merlin House,  
Mossland Road,  
Hillington,  
Glasgow,  
G52 1YQ

In pursuance of their powers under the above-mentioned Acts and Order, the Council hereby **PERMIT**

**Erection of public toilet and rangers office.  
Firkin  
by Luss**

in accordance with the plan(s) submitted to the Council and docquetted and signed as relative hereto.

This permission is granted, subject to due compliance with the Building Regulations, Roads (Scotland) Act 1984, and general statutory provisions in force and to the following conditions:-

- 1 The development approved by this Consent Notice shall be commenced no later than 29th November 1996.
- 2 For the avoidance of any doubt the proposed building shall be clad externally with white-painted wet-dash render while the pitched roof shall be clad with natural slate, all to the satisfaction of the District Council.
- 3 All ancillary works pertaining to the water supply and the sewage outfall shall be subject to landscape reinstatement measures, the details of which shall be to the entire satisfaction of the District Council.

The reasons for the Council's decision are:-

- 1 Condition No.1 imposed to ensure compliance with the terms of the previous Consent Notice, whilst Conditions No.2 and 3 are imposed in the interests of protecting the visual amenity of the National Scenic Area.
- 2 The full terms and conditions of the previous Consent still apply and ought to be read in conjunction with this Consent Notice.

Dated this ....3rd..... day of ...December..... 1992

DEPARTMENT OF PLANNING & DEVELOPMENT,  
69 GLASGOW ROAD,  
DUMBARTON.

.....  
Director of Planning & Development

**N.B.** A Grant of Planning Permission does not authorise works under the Building (Scotland) Acts. A separate Building Warrant is required.