

Business Centre G.2 Waverley Court 4 East Market Street Edinburgh EH8 8BG Email: [planning.support@edinburgh.gov.uk](mailto:planning.support@edinburgh.gov.uk)

Applications cannot be validated until all the necessary documentation has been submitted and the required fee has been paid.

Thank you for completing this application form:

ONLINE REFERENCE 100671367-003

The online reference is the unique reference for your online form only. The Planning Authority will allocate an Application Number when your form is validated. Please quote this reference if you need to contact the planning Authority about this application.

## Applicant or Agent Details

Are you an applicant or an agent? \* (An agent is an architect, consultant or someone else acting on behalf of the applicant in connection with this application)

Applicant  Agent

## Agent Details

Please enter Agent details

Company/Organisation:	Houghton Planning Ltd		
Ref. Number:		You must enter a Building Name or Number, or both: *	
First Name: *	Paul	Building Name:	Alloa Business Centre
Last Name: *	Houghton MRTPI	Building Number:	
Telephone Number: *		Address 1 (Street): *	Whins Road
Extension Number:		Address 2:	Alloa
Mobile Number:		Town/City: *	Clacks
Fax Number:		Country: *	Scotland
		Postcode: *	FK10 3RF
Email Address: *	paul@houghtonplanning.co.uk		

Is the applicant an individual or an organisation/corporate entity? \*

Individual  Organisation/Corporate entity

## Applicant Details

Please enter Applicant details

Title:	<input type="text" value="Mr"/>	You must enter a Building Name or Number, or both: *
Other Title:	<input type="text"/>	Building Name: <input type="text"/>
First Name: *	<input type="text" value="Ryan"/>	Building Number: <input type="text" value="1"/>
Last Name: *	<input type="text" value="Gattis"/>	Address 1 (Street): * <input type="text" value="REDACTED"/>
Company/Organisation	<input type="text"/>	Address 2: <input type="text"/>
Telephone Number: *	<input type="text"/>	Town/City: * <input type="text" value="Edinburgh"/>
Extension Number:	<input type="text"/>	Country: * <input type="text" value="Scotland"/>
Mobile Number:	<input type="text"/>	Postcode: * <input type="text" value="REDACTED"/>
Fax Number:	<input type="text"/>	
Email Address: *	<input type="text" value="paul@houghtonplanning.co.uk"/>	

## Site Address Details

Planning Authority:	<input type="text" value="City of Edinburgh Council"/>
Full postal address of the site (including postcode where available):	
Address 1:	<input type="text" value="4 BLACKIE HOUSE"/>
Address 2:	<input type="text" value="WARDROP'S COURT"/>
Address 3:	<input type="text" value="OLD TOWN"/>
Address 4:	<input type="text"/>
Address 5:	<input type="text"/>
Town/City/Settlement:	<input type="text" value="EDINBURGH"/>
Post Code:	<input type="text" value="EH1 2NY"/>

Please identify/describe the location of the site or sites

Northing	<input type="text" value="673629"/>	Easting	<input type="text" value="325572"/>
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## Description of Proposal

Please provide a description of your proposal to which your review relates. The description should be the same as given in the application form, or as amended with the agreement of the planning authority: \*  
(Max 500 characters)

Use of flat for short term let use (Sui Generis) and residential flat (in retrospect). This property is available for letting all year.

## Type of Application

What type of application did you submit to the planning authority? \*

- Application for planning permission (including householder application but excluding application to work minerals).
- Application for planning permission in principle.
- Further application.
- Application for approval of matters specified in conditions.

What does your review relate to? \*

- Refusal Notice.
- Grant of permission with Conditions imposed.
- No decision reached within the prescribed period (two months after validation date or any agreed extension) – deemed refusal.

## Statement of reasons for seeking review

You must state in full, why you are seeking a review of the planning authority's decision (or failure to make a decision). Your statement must set out all matters you consider require to be taken into account in determining your review. If necessary this can be provided as a separate document in the 'Supporting Documents' section: \* (Max 500 characters)

Note: you are unlikely to have a further opportunity to add to your statement of appeal at a later date, so it is essential that you produce all of the information you want the decision-maker to take into account.

You should not however raise any new matter which was not before the planning authority at the time it decided your application (or at the time expiry of the period of determination), unless you can demonstrate that the new matter could not have been raised before that time or that it not being raised before that time is a consequence of exceptional circumstances.

This location is a busy mixed-use environment, as accepted in the Report of Handling Therefore, the use of the property as a short term let has, and will have, minimal residential impact. The property is well managed (see Management Plan), well maintained, and is occupied by guests who understand their responsibilities, and act accordingly. The loss of a single residential property will have minimal impact on the housing stock in Edinburgh.

Have you raised any matters which were not before the appointed officer at the time the Determination on your application was made? \*

Yes  No

If yes, you should explain in the box below, why you are raising the new matter, why it was not raised with the appointed officer before your application was determined and why you consider it should be considered in your review: \* (Max 500 characters)

Please provide a list of all supporting documents, materials and evidence which you wish to submit with your notice of review and intend to rely on in support of your review. You can attach these documents electronically later in the process: \* (Max 500 characters)

Application as submitted Report of Handling Decision Notice

## Application Details

Please provide the application reference no. given to you by your planning authority for your previous application.

24/04539/FULSTL

What date was the application submitted to the planning authority? \*

18/09/2024

What date was the decision issued by the planning authority? \*

05/11/2024

## Review Procedure

The Local Review Body will decide on the procedure to be used to determine your review and may at any time during the review process require that further information or representations be made to enable them to determine the review. Further information may be required by one or a combination of procedures, such as: written submissions; the holding of one or more hearing sessions and/or inspecting the land which is the subject of the review case.

Can this review continue to a conclusion, in your opinion, based on a review of the relevant information provided by yourself and other parties only, without any further procedures? For example, written submission, hearing session, site inspection. \*

Yes  No

Please indicate what procedure (or combination of procedures) you think is most appropriate for the handling of your review. You may select more than one option if you wish the review to be a combination of procedures.

Please select a further procedure \*

By means of inspection of the land to which the review relates

Please explain in detail in your own words why this further procedure is required and the matters set out in your statement of appeal it will deal with? (Max 500 characters)

To view the property.

In the event that the Local Review Body appointed to consider your application decides to inspect the site, in your opinion:

Can the site be clearly seen from a road or public land? \*

Yes  No

Is it possible for the site to be accessed safely and without barriers to entry? \*

Yes  No

If there are reasons why you think the local Review Body would be unable to undertake an unaccompanied site inspection, please explain here. (Max 500 characters)

Property is secured, and so the keyholder will need to be in attendance.

## Checklist – Application for Notice of Review

Please complete the following checklist to make sure you have provided all the necessary information in support of your appeal. Failure to submit all this information may result in your appeal being deemed invalid.

Have you provided the name and address of the applicant?. \*

Yes  No

Have you provided the date and reference number of the application which is the subject of this review? \*

Yes  No

If you are the agent, acting on behalf of the applicant, have you provided details of your name and address and indicated whether any notice or correspondence required in connection with the review should be sent to you or the applicant? \*

Yes  No  N/A

Have you provided a statement setting out your reasons for requiring a review and by what procedure (or combination of procedures) you wish the review to be conducted? \*

Yes  No

Note: You must state, in full, why you are seeking a review on your application. Your statement must set out all matters you consider require to be taken into account in determining your review. You may not have a further opportunity to add to your statement of review at a later date. It is therefore essential that you submit with your notice of review, all necessary information and evidence that you rely on and wish the Local Review Body to consider as part of your review.

Please attach a copy of all documents, material and evidence which you intend to rely on (e.g. plans and Drawings) which are now the subject of this review \*

Yes  No

Note: Where the review relates to a further application e.g. renewal of planning permission or modification, variation or removal of a planning condition or where it relates to an application for approval of matters specified in conditions, it is advisable to provide the application reference number, approved plans and decision notice (if any) from the earlier consent.

## Declare – Notice of Review

I/We the applicant/agent certify that this is an application for review on the grounds stated.

Declaration Name: Mr Paul Houghton MRTPI

Declaration Date: 06/11/2024

## **Owners' Additional Planning Statement for No. 4 Blackie House**

Regarding the amenity issue (NPF4 Policy 30ei), we feel it pertinent to add that No. 1 Blackie House is run as a museum and library, hosting literary and artistic events. Members of the public, visitors, and guests attend these events, sometimes stay the night, and do also use the common stair and/or lift. Though we approve of this contribution to the literary and cultural life of the city, it does indeed alter the residential aspect of the building—given its current use.

For further support, please see attached paperwork with examples of: A) The Blackie House Museum & Library's Certificate of Incorporation, which lists its address as '1 Blackie House'; B) The Blackie House Museum & Library Website [blackiehouse.org]; C) An Event Flier that refers specifically to The Blackie House Museum & Library as a 'venue', and not a home.

As far as the loss of residential accommodation versus demonstrable economic benefit (NPF4 Policy 30eii), we feel it worth stating that in regard to the UNESCO World Heritage site of Old Town, there is also a cultural heritage benefit to consider in parallel. To facilitate our stewardship of the property, both No. 4 and the building as a whole, we let No. 4 short-term. However, all funds earned go back into the apartment itself, or the Listed building as a whole. (Invoices can be provided to support this.) Notably, despite our primary residence being elsewhere, we led long-overdue repairs of the building's roof and gutters that were badly damaging our historic building. The final cost of those initial, heritage-grade repairs (£63,135 + VAT) is but the first step in safeguarding the building with ongoing annual maintenance. Sadly, this was the state of the building when we first purchased the property. While all our neighbours agreed that these repairs were necessary—even, some said, 'years' prior to our arrival—no one undertook the responsibility, despite the fact that the overdue maintenance led to continual water damage in apartments and a series of costly emergency repairs that failed to address the underlying issues.

Though we purchased No. 4 in the historic Blackie House with full knowledge that it needed restoration befitting its stature, we felt this state of affairs was unacceptable and we promptly researched heritage roofing companies, requested quotes, presented the information to our neighbours and settled on a bid as a group, then set up schedules, worked as primary, day-to-day contacts for all contractors—as well as the building's Factor—for the entire project. (Because of connections forged during this process, we remain the primary Factor contact for all building issues, as well as the heritage roofing contact; we also remain in touch with Edinburgh World Heritage.) All of this was done mostly from abroad, with frequent trips to Edinburgh for the purpose of making certain everything was done to the highest standard, because we want to ensure that Blackie House stands for centuries more to come. This is a long-term plan for us: one we care deeply about, one we shoulder the primary responsibility for—and shared ongoing heritage costs of—and one we remain committed to doing the right way now, and into the future.

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Applications cannot be validated until all the necessary documentation has been submitted and the required fee has been paid.

Thank you for completing this application form:

ONLINE REFERENCE 100671367-002

The online reference is the unique reference for your online form only. The Planning Authority will allocate an Application Number when your form is validated. Please quote this reference if you need to contact the planning Authority about this application.

## Type of Application

What is this application for? Please select one of the following: \*

- Application for planning permission (including changes of use and surface mineral working).
- Application for planning permission in principle.
- Further application, (including renewal of planning permission, modification, variation or removal of a planning condition etc)
- Application for Approval of Matters specified in conditions.

## Description of Proposal

Please describe the proposal including any change of use: \* (Max 500 characters)

Use of flat for short-term let use (Sui Generis) and residential flat (in retrospect). This property is available for letting all year.

Is this a temporary permission? \*  Yes  No

If a change of use is to be included in the proposal has it already taken place?  
(Answer 'No' if there is no change of use.) \*  Yes  No

Has the work already been started and/or completed? \*

No  Yes – Started  Yes - Completed

Please state date of completion, or if not completed, the start date (dd/mm/yyyy): \*

Please explain why work has taken place in advance of making this application: \* (Max 500 characters)

Use started before the need for planning permission.

## Applicant or Agent Details

Are you an applicant or an agent? \* (An agent is an architect, consultant or someone else acting on behalf of the applicant in connection with this application)

Applicant  Agent

## Agent Details

Houghton Planning Ltd	
Paul	Alloa Business Centre
Houghton MRTPI	
	Whins Road
	Alloa
	Clacks
	Scotland
	FK10 3RF
paul@houghtonplanning.co.uk	

Organisation/Corporate entity

## Applicant Details

Mr	
Ryan	
Gattis	
	Edinburgh
	Scotland



## Site Address Details

Planning Authority:

City of Edinburgh Council

Full postal address of the site (including postcode where available):

Address 1:

4 BLACKIE HOUSE

Address 2:

WARDROP'S COURT

Address 3:

OLD TOWN

Address 4:

Address 5:

Town/City/Settlement:

EDINBURGH

Post Code:

EH1 2NY

Please identify/describe the location of the site or sites

Northing

673629

Easting

325572

## Pre-Application Discussion

Have you discussed your proposal with the planning authority? \*

Yes  No

## Site Area

Please state the site area:

110.00

Please state the measurement type used:

Hectares (ha)  Square Metres (sq.m)

## Existing Use

Please describe the current or most recent use: \* (Max 500 characters)

Flat

## Access and Parking

Are you proposing a new altered vehicle access to or from a public road? \*

Yes  No

If Yes please describe and show on your drawings the position of any existing. Altered or new access points, highlighting the changes you propose to make. You should also show existing footpaths and note if there will be any impact on these.

Are you proposing any change to public paths, public rights of way or affecting any public right of access? \*  Yes  No

If Yes please show on your drawings the position of any affected areas highlighting the changes you propose to make, including arrangements for continuing or alternative public access.

How many vehicle parking spaces (garaging and open parking) currently exist on the application Site?

How many vehicle parking spaces (garaging and open parking) do you propose on the site (i.e. the Total of existing and any new spaces or a reduced number of spaces)? \*

Please show on your drawings the position of existing and proposed parking spaces and identify if these are for the use of particular types of vehicles (e.g. parking for disabled people, coaches, HGV vehicles, cycles spaces).

**Water Supply and Drainage Arrangements**

Will your proposal require new or altered water supply or drainage arrangements? \*  Yes  No

Do your proposals make provision for sustainable drainage of surface water?? \*  Yes  No  
(e.g. SUDS arrangements) \*

Note:-

Please include details of SUDS arrangements on your plans

Selecting 'No' to the above question means that you could be in breach of Environmental legislation.

Are you proposing to connect to the public water supply network? \*

Yes

No, using a private water supply

No connection required

If No, using a private water supply, please show on plans the supply and all works needed to provide it (on or off site).

**Assessment of Flood Risk**

Is the site within an area of known risk of flooding? \*  Yes  No  Don't Know

If the site is within an area of known risk of flooding you may need to submit a Flood Risk Assessment before your application can be determined. You may wish to contact your Planning Authority or SEPA for advice on what information may be required.

Do you think your proposal may increase the flood risk elsewhere? \*  Yes  No  Don't Know

**Trees**

Are there any trees on or adjacent to the application site? \*  Yes  No

If Yes, please mark on your drawings any trees, known protected trees and their canopy spread close to the proposal site and indicate if any are to be cut back or felled.

**Waste Storage and Collection**

Do the plans incorporate areas to store and aid the collection of waste (including recycling)? \*  Yes  No

If Yes or No, please provide further details: \* (Max 500 characters)

Bin storage available.

## Residential Units Including Conversion

Does your proposal include new or additional houses and/or flats? \*

Yes  No

## All Types of Non Housing Development – Proposed New Floorspace

Does your proposal alter or create non-residential floorspace? \*

Yes  No

## All Types of Non Housing Development – Proposed New Floorspace Details

For planning permission in principle applications, if you are unaware of the exact proposed floorspace dimensions please provide an estimate where necessary and provide a fuller explanation in the 'Don't Know' text box below.

Please state the use type and proposed floorspace (or number of rooms if you are proposing a hotel or residential institution): \*

Not in a Use Class

Gross (proposed) floorspace (In square meters, sq.m) or number of new (additional) Rooms (If class 7, 8 or 8a): \*

110

If Class 1, please give details of internal floorspace:

Net trading spaces:

Non-trading space:

Total:

If Class 'Not in a use class' or 'Don't know' is selected, please give more details: (Max 500 characters)

Short term let

## Schedule 3 Development

Does the proposal involve a form of development listed in Schedule 3 of the Town and Country Planning (Development Management Procedure (Scotland) Regulations 2013) \*

Yes  No  Don't Know

If yes, your proposal will additionally have to be advertised in a newspaper circulating in the area of the development. Your planning authority will do this on your behalf but will charge you a fee. Please check the planning authority's website for advice on the additional fee and add this to your planning fee.

If you are unsure whether your proposal involves a form of development listed in Schedule 3, please check the Help Text and Guidance notes before contacting your planning authority.

## Planning Service Employee/Elected Member Interest

Is the applicant, or the applicant's spouse/partner, either a member of staff within the planning service or an elected member of the planning authority? \*

Yes  No

## Certificates and Notices

CERTIFICATE AND NOTICE UNDER REGULATION 15 – TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT PROCEDURE) (SCOTLAND) REGULATION 2013

One Certificate must be completed and submitted along with the application form. This is most usually Certificate A, Form 1, Certificate B, Certificate C or Certificate E.

Are you/the applicant the sole owner of ALL the land? \*

Yes  No

Is any of the land part of an agricultural holding? \*

Yes  No

## Certificate Required

The following Land Ownership Certificate is required to complete this section of the proposal:

Certificate A

## Land Ownership Certificate

Certificate and Notice under Regulation 15 of the Town and Country Planning (Development Management Procedure) (Scotland) Regulations 2013

Certificate A

I hereby certify that –

(1) - No person other than myself/the applicant was an owner (Any person who, in respect of any part of the land, is the owner or is the lessee under a lease thereof of which not less than 7 years remain unexpired.) of any part of the land to which the application relates at the beginning of the period of 21 days ending with the date of the accompanying application.

(2) - None of the land to which the application relates constitutes or forms part of an agricultural holding

Signed: Paul Houghton MRTPI

On behalf of: Mr Ryan Gattis

Date: 17/09/2024

Please tick here to certify this Certificate. \*

## Checklist – Application for Planning Permission

Town and Country Planning (Scotland) Act 1997

The Town and Country Planning (Development Management Procedure) (Scotland) Regulations 2013

Please take a few moments to complete the following checklist in order to ensure that you have provided all the necessary information in support of your application. Failure to submit sufficient information with your application may result in your application being deemed invalid. The planning authority will not start processing your application until it is valid.

a) If this is a further application where there is a variation of conditions attached to a previous consent, have you provided a statement to that effect? \*

Yes  No  Not applicable to this application

b) If this is an application for planning permission or planning permission in principal where there is a crown interest in the land, have you provided a statement to that effect? \*

Yes  No  Not applicable to this application

c) If this is an application for planning permission, planning permission in principle or a further application and the application is for development belonging to the categories of national or major development (other than one under Section 42 of the planning Act), have you provided a Pre-Application Consultation Report? \*

Yes  No  Not applicable to this application

Town and Country Planning (Scotland) Act 1997

The Town and Country Planning (Development Management Procedure) (Scotland) Regulations 2013

d) If this is an application for planning permission and the application relates to development belonging to the categories of national or major developments and you do not benefit from exemption under Regulation 13 of The Town and Country Planning (Development Management Procedure) (Scotland) Regulations 2013, have you provided a Design and Access Statement? \*

Yes  No  Not applicable to this application

e) If this is an application for planning permission and relates to development belonging to the category of local developments (subject to regulation 13. (2) and (3) of the Development Management Procedure (Scotland) Regulations 2013) have you provided a Design Statement? \*

Yes  No  Not applicable to this application

f) If your application relates to installation of an antenna to be employed in an electronic communication network, have you provided an ICNIRP Declaration? \*

Yes  No  Not applicable to this application

g) If this is an application for planning permission, planning permission in principle, an application for approval of matters specified in conditions or an application for mineral development, have you provided any other plans or drawings as necessary:

Site Layout Plan or Block plan.

Elevations.

Floor plans.

Cross sections.

Roof plan.

Master Plan/Framework Plan.

Landscape plan.

Photographs and/or photomontages.

Other.

If Other, please specify: \* (Max 500 characters)

Provide copies of the following documents if applicable:

A copy of an Environmental Statement. \*

Yes  N/A

A Design Statement or Design and Access Statement. \*

Yes  N/A

A Flood Risk Assessment. \*

Yes  N/A

A Drainage Impact Assessment (including proposals for Sustainable Drainage Systems). \*

Yes  N/A

Drainage/SUDS layout. \*

Yes  N/A

A Transport Assessment or Travel Plan

Yes  N/A

Contaminated Land Assessment. \*

Yes  N/A

Habitat Survey. \*

Yes  N/A

A Processing Agreement. \*

Yes  N/A

Other Statements (please specify). (Max 500 characters)

## **Declare – For Application to Planning Authority**

I, the applicant/agent certify that this is an application to the planning authority as described in this form. The accompanying Plans/drawings and additional information are provided as a part of this application.

Declaration Name: Mr Paul Houghton MRTPI

Declaration Date: 17/09/2024

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE LIMITED COMPANY**

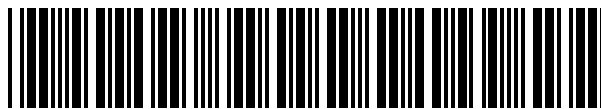
Company Number **740068**

The Registrar of Companies for Scotland, hereby certifies that

**BLACKIE HOUSE LIBRARY AND MUSEUM**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in Scotland

Given at Companies House, Edinburgh, on **2nd August 2022**



\*NSC740068G\*



**Companies House**



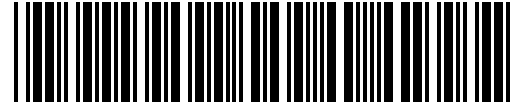
**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**(ef)

**Application to register a company**



Received for filing in Electronic Format on the: **02/08/2022**

*XB9K9JQ8*

*Company Name in full:* **BLACKIE HOUSE LIBRARY AND MUSEUM**

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternatives*

*Company Type:* **Private company limited by guarantee**

*Situation of Registered Office:* **Scotland**

*Proposed Registered Office Address:* **1 BLACKIE HOUSE  
LADY STAIR'S CLOSE  
EDINBURGH  
MIDLOTHIAN  
SCOTLAND EH1 2NY**

*Sic Codes:* **96090**



## *Proposed Officers*

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### *Company Secretary 1*

*Type:* **Corporate**

*Name:* **TURCAN CONNELL COMPANY SECRETARIES LIMITED**

*Principal / Business Address:* **PRINCES EXCHANGE EARL GREY STREET  
EDINBURGH  
MIDLOTHIAN  
SCOTLAND EH3 9EE**

### **UK Limited Company**

*Registration Number:* **SC396460**

*The subscribers confirm that the corporate body named has consented to act as a secretary.*





## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## *Individual Person with Significant Control details*

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*Names:* **MR WILLIAM JAY ZACHS**

*Country/State Usually Resident:* **SCOTLAND**

*Date of Birth:* **\*\*/12/1960** *Nationality:* **BRITISH**

*Service Address:* **1 BLACKIE HOUSE  
LADY STAIR'S CLOSE  
EDINBURGH  
MIDLOTHIAN  
SCOTLAND  
EH1 2NY**

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

*Nature of control*                    **The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.**

*Nature of control*                    **The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**

## *Individual Person with Significant Control details*

---

*Names:* **MR MARTIN GERARD ADAM**

*Country/State Usually Resident:* **SCOTLAND**

*Date of Birth:* **\*\*/11/1962** *Nationality:* **BRITISH**

*Service Address:* **1 BLACKIE HOUSE  
LADY STAIR'S CLOSE  
EDINBURGH  
MIDLOTHIAN  
SCOTLAND  
EH1 2NY**

*The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.*

*Nature of control*                    **The person holds, directly or indirectly, more than 25% but not more than 50% of the shares in the company.**

*Nature of control*                    **The person holds, directly or indirectly, more than 25% but not more than 50% of the voting rights in the company.**



## *Statement of Guarantee*

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I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

*Name:* **WILLIAM JAY ZACHS**

*Address* **1 BLACKIE HOUSE  
LADY STAIR'S CLOSE  
EDINBURGH  
MIDLOTHIAN  
SCOTLAND  
EH1 2NY**

*Amount Guaranteed* **£1.00**

*Name:* **MARTIN GERARD ADAM**

*Address* **1 BLACKIE HOUSE  
LADY STAIR'S CLOSE  
EDINBURGH  
MIDLOTHIAN  
SCOTLAND  
EH1 2NY**

*Amount Guaranteed* **£1.00**



# COMPANY NOT HAVING A SHARE CAPITAL

## Memorandum of Association of BLACKIE HOUSE LIBRARY AND MUSEUM

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

<b>Name of each subscriber</b>	<b>Authentication</b>
WILLIAM JAY ZACHS	Authenticated Electronically
MARTIN GERARD ADAM	Authenticated Electronically

Dated: 02/08/2022

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

of

**BLACKIE HOUSE LIBRARY AND MUSEUM**

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2022

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**AND NOT HAVING A SHARE CAPITAL**  
**ARTICLES OF ASSOCIATION**  
**of**  
**BLACKIE HOUSE LIBRARY AND MUSEUM**  
**("the Company")**

1.1 The regulations contained in The Companies (Model Articles) Regulations 2008 or any statutory modification or re-enactment shall not apply.

1.2 In these Articles, unless the context requires otherwise:-

**authenticated document** has the meaning assigned to it in section 1146 of the Act.

**charitable institution** means:-

- (i) a charity in terms of the 2005 Act which is also regarded as a charity in relation to the application of the Taxes Acts; or
- (ii) a charity under the law of any other jurisdiction which is also regarded as a charity in relation to the application of the Taxes Acts, provided that nothing in these Articles shall authorise an application of the property of the Trust other than in furtherance of a charitable purpose.

**charitable purpose or charitable object** means a charitable purpose under section 7 of the 2005 Act which is also regarded as a charitable purpose in relation to the application of the Taxes Acts.

**Collection** means the books, manuscripts, paintings, prints, sculptures, photographs and other documents, works and objects within the ownership of the Company or on loan to the Company.

**Circulation Date** has the meaning ascribed to it in Article 29.

**Conflicted Trustee** has the meaning ascribed to it in Article 47.1.

**Eligible Member** has the meaning ascribed to it in Article 29.

<b>Founding Trustee</b>	means William Jay Zachs
<b>in writing</b>	means written or produced by any substitute for writing, including by electronic means, or partly one and partly another.
<b>Ordinary Resolution</b>	means a resolution passed in accordance with these Articles by a simple majority.
<b>Secretary</b>	means any person appointed in accordance with these Articles.
<b>Special Resolution</b>	means a resolution passed in accordance with these Articles by a majority of at least 75%.
<b>Taxes Acts</b>	has the meaning ascribed to it in the Taxes Management Act 1970
<b>the 2005 Act</b>	means the Charities and Trustee Investment (Scotland) Act 2005 in so far as it applies to the Company.
<b>the Act</b>	means the Companies Act 2006 in so far as it applies to the Company.
<b>these Articles</b>	means these Articles of Association, as originally framed, or as from time to time altered by Special Resolution.
<b>Trustees</b>	means the Directors.

- 1.3 Any words importing the singular number only shall include the plural number and vice versa.
- 1.4 Words importing the masculine gender only shall include the feminine gender and words importing persons shall include corporations.
- 1.5 Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
- 1.6 References to any Act or any section include references to any statutory modification or re-enactment thereof and any subordinate legislation made under it.

## COMPANY NAME

2. The Company's name is "**BLACKIE HOUSE LIBRARY AND MUSEUM**".

## REGISTERED OFFICE

3. The Company's Registered Office is to be situated in Scotland.

## OBJECTS AND POWERS OF THE COMPANY

- 4.1 The objects of the Company are to advance education, arts, heritage and culture for the public benefit by:-

- (a) the care and preservation of the Collection;
- (b) the addition to the Collection by acquisition, loan or gift;
- (c) the exhibition of the Collection to the public; and
- (d) the promotion of the public's enjoyment, education and understanding of the Collection and its historic, artistic and cultural context.

- 4.2 The Company shall have the following powers in furtherance of its objects but not otherwise, namely:-

- (a) to operate and promote public exhibitions and displays (at the Company's premises or elsewhere) of the Collection or any part of it with or without payment of admission charges and subject to terms and conditions as the Company considers appropriate (including limits on the number and composition of visitors to such exhibitions and displays);
- (b) to arrange access to the Collection or any part of it by academic students or researchers and institutional curators;
- (c) to provide accommodation at the Company's premises or elsewhere for academic students or researchers studying the Collection or any part of it;
- (d) to lend items from the Collection to museums, libraries and other appropriate institutions for exhibitions, research or other appropriate purposes;
- (e) to arrange seminars, talks and other educational or cultural events at the Company's premises, other physical locations or online regarding the Collection or any part of it

or the historic, artistic and cultural context of any aspect of the Collection or any part of it;

- (f) to accept (whether or not subject to any conditions) donations, gifts, bequests and loans of any heritable or moveable, real or personal property;
- (g) to invest and deal with the assets of the Company not immediately required upon such investments, securities or property in such manner as may from time to time be determined;
- (h) to establish and administer such funds as the Company may require;
- (i) to acquire, hire, hold, dispose of or let or licence property of any kind;
- (j) to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it; power also to lend and advance money or to give credit on any terms and with or without security;
- (k) to draw, accept, endorse, and issue cheques and to operate bank accounts;
- (l) to employ or otherwise engage such officers and staff as may be thought fit and to pay reasonable remuneration to such staff and any technical and professional advisers;
- (m) to issue appeals, hold public meetings, enter into arrangements and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise;
- (n) to advertise the Company and undertake any other marketing or fundraising strategies that may seem appropriate;
- (o) to gather, produce and distribute information and to carry out research;
- (p) to make any charitable donation either in cash or assets for the furtherance of the objects of the Company;
- (q) to undertake and execute charitable trusts; to establish, administer, or support, or aid in the establishment, administration or support of other charities; and to subscribe to, become a member of, or amalgamate or co-operate with, take over, or otherwise acquire or enter into any arrangement with any other charitable institution or any body not formed or established for the purposes of profit (whether incorporated or not) whose objects are wholly or in part similar to those of the Company and which by



its constitution prohibits or restricts the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company;

- (r) to establish or acquire subsidiary companies;
- (s) to donate, subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Company;
- (t) to insure and arrange insurance cover against any or all losses, damages, risks and liabilities which may affect the Company or the Collection, including the indemnification of the Trustees and any of its office bearers, Members, employees, voluntary workers and all others acting within the authority of the Company against all such risks as the Company shall think fit and which are incurred in the course of the performance of official duties including, for the avoidance of doubt, power to purchase Trustee Indemnity Insurance in the terms permitted by the 2005 Act;
- (u) to pay remuneration to Trustees for acting as such, or for services provided under a contract of employment or a contract for services or otherwise, in accordance with the 2005 Act;
- (v) subject to the provisions of Article 65, to pay such sums or premiums for or towards the reasonable provision of pensions for such employees for the time being of the Company or their dependants as may be so nominated and as may from time to time be determined;
- (w) to apply for or otherwise acquire any patent, trademark, copyright or other intellectual property right;
- (x) to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company;
- (y) to delegate the administration and management of the Company or of any asset owned by the Company or in which it has an interest, and to arrange for any asset owned by the Company to be held in the name of a nominee;
- (z) to do all such other lawful things as are in the opinion of the Trustees necessary for or as shall further, directly or indirectly, the attainment of the objects of the Company or any of them.

5. The income and property of the Company shall be applied solely towards the promotion of its objects as set out in these Articles and no part of such income and property shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit to Members of the Company provided that this shall not prevent the transfer of such income and

property by way of a payment in furtherance of charitable purposes in accordance with these Articles to a Member which is itself a charity or payment of reasonable and proper remuneration for any goods or services supplied to the Company. Any Trustee entitled to remuneration or other benefit in money or money's worth from the Company under these Articles shall be subject to the provisions of the 2005 Act.

## **MEMBERS**

6. Each member of the Company shall be known as a Member. The subscribers to the Memorandum of Association of the Company and all persons that are appointed as Trustees of the Company in accordance with these Articles shall become Members of the Company. Membership of the Company, other than the initial subscribers, shall consist of only the Trustees of the Company. A person shall not be admitted as a Member of the Company unless permitted by these Articles.
7. (a) A person will be deemed to have been admitted as a Member with effect from the date of his appointment as a Trustee of the Company as recorded in Companies House's records.  
  
(b) Subject to these Articles:-
  - (i) a Member may at any time resign from Membership of the Company only when he resigns as a Trustee of the Company in accordance with Article 36(a);
  - (ii) any event which terminates the office of Trustee for any reason shall automatically terminate Membership; and
  - (iii) Membership shall not be transferable and shall cease on death.

## **GENERAL MEETINGS**

8. The Company shall not be required to hold an Annual General Meeting.
9. The Trustees may whenever they think fit, and shall on requisition in accordance with the Act, proceed to convene a General Meeting.

10. A General Meeting shall be called by fourteen days' notice in writing at the least, exclusive in every case of the day on which the notice is served or deemed to be served and of the day for which it is given. Provided that a General Meeting shall, notwithstanding that it is called by shorter notice than as aforesaid, be deemed to have been duly called if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together representing not less than two thirds of the total voting rights at that meeting of all the Members. The accidental omission to give notice to, or the non-receipt of notice by, any person entitled to receive notice shall not invalidate the proceedings at any General Meeting.
11. Every notice calling a General Meeting shall specify the place and the date and hour of the meeting. The notice shall specify the general nature of such business and, if any resolution is to be proposed as a Special Resolution, the notice shall contain a statement to that effect and shall give the text of the proposed Special Resolution. The notice must also contain a statement setting out the right of Members to appoint a proxy under the Act and Articles 19 and 23 to 27 inclusive of these Articles.

#### **PROCEEDINGS AT GENERAL MEETINGS**

12. No business shall be transacted at any General Meeting unless a quorum is present in person or by proxy when the meeting proceeds to business and remains present throughout the meeting.
13. Save as otherwise provided, three Members entitled to receive notice of and vote at meetings present in person or by proxy shall be a quorum.
14. If within half an hour from the time appointed for the meeting a quorum is not present or if, during the meeting, a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Trustees may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum.
15. The Chairman of the Company appointed under Article 40 shall preside as Chairman at every General Meeting but, if there is no such Chairman of the Company or if at any meeting such

Chairman shall not be present within fifteen minutes after the time appointed for holding the meeting or is for any reason unable or unwilling to preside, the Trustees present shall choose one of their number to preside.

16. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting (except where the meeting has been adjourned for 14 days or more, when notice of the adjourned meeting shall be given as in the case of an original meeting).
17. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by:-
  - (a) the Chairman; or
  - (b) not less than two Members present in person or by proxy having the right to vote at the meeting; or
  - (c) any Member or Members present in person or by proxy representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting.

A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book shall, save in the case of manifest error or misconduct, be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such resolution.

18. If a poll is duly demanded (and the demand is not withdrawn) it shall be taken in such manner as the Chairman may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. A poll demanded on the election of a Chairman or on the question of adjournment shall be taken forthwith. A poll demanded on any other

question shall be taken either immediately or at such time and place as the Chairman of the meeting directs, and any business other than that upon which the poll has been demanded proceed pending the taking of the poll. No notice need be given of a poll not taken immediately.

#### **VOTES OF MEMBERS**

19. Every Member shall have one vote, both on a show of hands and on a poll, which may be given personally or by proxy, and the number of votes (“requisite majority”) required to carry a resolution shall be as set out in Article 22. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not in any circumstances be entitled to a second or casting vote.
20. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless it be pointed out at the same meeting, or at any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman be of sufficient magnitude to vitiate the resolution.
21. All resolutions of the Members shall be Ordinary Resolutions unless the provisions of these Articles or the Act require a Special Resolution. Without prejudice to the foregoing generality, a Special Resolution shall be required to amend these Articles under section 21 of the Act or to change the Company’s name under section 78 of the Act. Where a resolution requires to be passed as a Special Resolution, the resolution must be specified as such in accordance with Article 11 or Article 30 as applicable.
22. A resolution is passed if it is passed:-
  - (i) at a Meeting, by the requisite majority of the votes cast by those Members who, being entitled to do so, vote in favour of the resolution in person or by proxy, and, for the avoidance of doubt, no account shall be taken of abstentions or Members absent from the meeting; or
  - (ii) by written resolution, by the requisite majority of Eligible Members signifying their agreement to the resolution which is received by or on behalf of the Company within 42 days of the Circulation Date;

provided always that proper notice of the meeting and the intention to propose the resolution has been given in accordance with these Articles and the Act, or that the written resolution has been circulated to all Eligible Members in accordance with these Articles and the Act. The requisite majority shall be determined by whether a resolution is an Ordinary Resolution or Special Resolution.

23. A proxy appointed to attend and vote at any meeting in place of a Member shall have the same right as the Member who appointed him to speak at the meeting and need not be a Member of the Company himself. A person who is entitled to attend, speak or vote at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person. Unless the Member otherwise directs, where a Member who has submitted a valid proxy notice in respect of a meeting subsequently attends the meeting, the notice of proxy shall become invalid for as long as the Member remains present.
24. An instrument appointing a proxy shall be in writing and shall be signed by the appointor or his attorney. The Trustees may, but shall not be bound to, require evidence of the authority of any such attorney.
25. An instrument appointing a proxy must be left at the Registered Office or at such other place (if any) as is specified for that purpose in the notice convening the meeting and is left not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which it is to be used (or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, or, where the poll is held within forty-eight hours of being demanded, at the time at which it was demanded) and in default shall not be treated as valid.
26. An instrument appointing a proxy may be in the usual common form, or in such other form as the Trustees may accept, and shall be deemed to confer authority to demand or join in demanding a poll. An instrument appointing a proxy may specify how the proxy is to vote (or that the proxy is to abstain from voting) on one or more resolutions, and unless it indicates otherwise, it must be treated as allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting. It need not

be witnessed and shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

27. A vote given by proxy shall be valid notwithstanding the death or loss of mental capacity of the principal or revocation of the proxy or of the authority under which the instrument of proxy was executed, provided that no intimation in writing of such death, loss of mental capacity or revocation shall have been received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting or poll at which the vote is given. Any revocation of a notice of proxy must be in writing and is subject to the same requirements to which the notice of proxy is subject.

#### WRITTEN RESOLUTIONS

28. Subject to the provisions of the Act, a written resolution shall be as valid and effective as if the same had been passed at a General Meeting duly convened and held. Any resolution that may be passed validly at a General Meeting may be passed as a written resolution except:
- (a) a resolution under the Act to remove a Trustee before his period of office expires; and
  - (b) a resolution under the Act to remove an Auditor before his period of office expires.
29. A written resolution must be sent or submitted in hard copy or electronic form to every Member who is entitled to vote on the resolution (“**Eligible Member**”) at the time that the first copy of the resolution is sent or submitted to a Member for his agreement (“**the Circulation Date**”) and must be sent to all Eligible Members:
- (a) at the same time, so far as is reasonably practicable; or
  - (b) by submitting a copy or copies in turn to each Eligible Member (provided it is possible to do so without undue delay); or
  - (c) partly by one method and partly by the other.

The resolution must be accompanied by a statement advising the Member how to signify his agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. In accordance with sections 291 and 293 of the Act, the accidental failure to comply fully with this Article shall not invalidate a written resolution, if passed.

30. Where a written resolution requires to be passed as a Special Resolution in accordance with Article 21, the resolution must specify it as such. A written resolution is passed when the requirements of Article 22 are satisfied.

#### **APPOINTMENT AND RETIREMENT OF TRUSTEES**

31. Subject as provided below, the minimum number of Trustees shall be two, of whom at least one shall be resident in Scotland. The maximum number of Trustees shall be five. The Members may by Ordinary Resolution from time to time increase or reduce the minimum and maximum number of Trustees. Trustees shall be individual persons who support the objects of the Company and whom the Trustees shall deem appropriate to be Trustees of the Company and who are appointed under Article 32 or 34. Each Trustee shall be a natural person. Institutions, organisations or other bodies shall not be eligible to become Trustees of the Company.
32. Subject to these Articles, the Trustees may determine a policy for the rotation of Trustees and the maximum term and number of terms for which a Trustee may be appointed.
33. The Members may by Ordinary Resolution remove a Trustee. The Members may not remove the Founding Trustee.
34. The Trustees shall have power at any time and from time to time to appoint any person to be a Trustee either to fill a vacancy should one arise for any reason or as an additional Trustee, but so that the total number of the Trustees shall not at any time exceed the maximum number fixed by or in accordance with these Articles.

#### **ALTERNATE TRUSTEES**

35. A Trustee may not appoint an alternate Trustee or anyone to act on his behalf at meetings of the Trustees.



## DISQUALIFICATION OF TRUSTEES

36. The office of a Trustee shall be vacated in any of the following events, namely:-
- (a) if he resigns by notice in writing to the Company at the Registered Office unless after the resignation there would be fewer than three Trustees remaining in office; or
  - (b) if he shall enter into an arrangement with his creditors or become apparently insolvent; or
  - (c) if a registered medical practitioner who is treating the Trustee gives a written opinion to the Company stating that the Trustee has become physically or mentally incapable of acting as a Trustee and may remain so for more than three months; or
  - (d) if he is prohibited by law from being a Trustee or ceases to be a Trustee by virtue of any provision of the Act, or if he is disqualified from acting as a charity trustee in terms of the 2005 Act; or
  - (e) if he shall for more than nine months have been absent without permission of the Trustees from meetings of the Trustees held during that period and the Trustees resolve that his office be vacated; or
  - (f) if, in the opinion of the other Trustees, he shall have acted in such a way as would bring the Company into disrepute and in all the circumstances his removal from office is justified to preserve the reputation of the Company; or
  - (g) if the other Trustees reasonably believe that he does not have sufficient capacity and is mentally incapable of making decisions in relation to, and managing the affairs of, the Company [and the other Trustees have given him a reasonable opportunity to respond to their concerns], and the other Trustees resolve that he should be removed from office];
  - (h) if he is removed from office by resolution of the other Trustees on the ground that he is considered to have been in serious or persistent breach of his duties under section 66(1) or (2) of the 2005 Act; or
  - (i) if he is removed from office under Article 33 of these Articles;
  - (j) if he is removed from office under the Act; or
  - (k) if he is removed office by resolution of the other Trustees on the ground that he has ceased to be a member or employee of HFD Management Services LLP (registered number SO300527) or an officer or employee of HFD Group Limited (SC362322) or its subsidiaries (as defined in the Act) or such limited liability partnership or company as

may directly or indirectly replace the same to be determined in the discretion of the other Trustees.

#### **PROCEEDINGS OF THE TRUSTEES**

37. The Trustees may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless otherwise specifically provided by these Articles, questions arising at any meeting shall be determined by a majority of votes, and in the case of an equality of votes the Chairman shall have a second or casting vote. Any member of the board of Trustees may, and the Secretary (if one is appointed) on the requisition of a Trustee shall, at any time summon a meeting of the Trustees.
38. Subject to Article 48, the quorum necessary for the transaction of the business of the Trustees may be fixed by the Trustees and unless so fixed at any other number shall be not less than two Trustees. A Trustee shall not be counted in the quorum when any decision is made about a matter upon which that Trustee is not entitled to vote pursuant to Article 48. A meeting of the Trustees at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Trustees for as long as a quorum remains present.
39. The continuing Trustees may act notwithstanding any vacancies, but, if and so long as the number of Trustees is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Trustee or Trustees may act for the purpose of filling such vacancies or of summoning General Meetings of the Company, but for no other purpose.
40. The Trustees will elect a Chairman of the board of Trustees and such other office bearers (if any) as they consider appropriate and may at any time revoke such appointment or appointments. A person elected to any such office shall automatically cease to hold that office if he ceases to be a Trustee or if he resigns from that office by written notice to that effect. The Chairman of the board of Trustees shall be known as the Chairman of the Company. If no Chairman of the Company shall have been appointed, or if at any meeting the Chairman shall not be present within fifteen minutes after the time appointed for holding the same or is for any reason unable or unwilling to preside, the Trustees present may choose one of their number to be Chairman of the meeting.

41. A resolution in writing agreed by a majority of the Trustees entitled to receive notice of a meeting of the Trustees or, as the case may be, of a meeting of a committee of Trustees and to vote upon the resolution shall be as effective as a resolution passed at a meeting of the Trustees or, as the case may be, a committee of the Trustees, duly convened and held, provided that a copy of the resolution is sent to all Trustees eligible to vote and a simple majority of Trustees have signified their agreement to the resolution in writing which are received by the Company within 42 days of the Circulation Date. The resolution may consist of several documents in the like form, to each of which one or more of the Trustees has signified their agreement.
42. The Trustees may delegate any of their powers to a committee consisting of such number of Trustees and such other persons (if any) as the Trustees shall at a meeting of Trustees think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Trustees. Any regulations imposed under this Article may be revoked or altered by the Trustees.
43. The meetings and proceedings of any committee shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and are not superseded by any regulations made by the Trustees; provided that no resolution of any committee shall be effective unless a majority of the members of the committee at the meeting are Trustees or unless such resolution is approved by the Trustees. All proceedings of committees must be reported promptly to the Trustees.
44. All acts done by any meeting of the Trustees or any committee, or by any person acting as a Trustee or as a member of a committee, shall, as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any Trustee or member of a committee or person acting as such or that any such member or person was disqualified or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or a member of a committee and had been entitled to vote.
45. The Trustees or any committee may agree to invite additional persons to attend and speak at meetings of the Trustees or committee meetings (as the case may be) for special purposes

or to co-opt additional persons to be *de facto* members of any committee, but such additional persons shall not have the right to vote. The Trustees or any committee may seek advice from such persons as it or they shall think fit.

46. Any one or more (including without limitation, all) of the Trustees or the members of a committee may participate in a meeting of the Trustees or such committee:-

- (a) by means of a conference telephone or video call or similar communications equipment or any other suitable electronic means allowing all persons participating in the meeting to communicate with all the other participants; or
- (b) by a succession of telephone or video calls to Trustees from the Chairman of the meeting following disclosure to them of all material points.

Participating by such means shall constitute presence in person at a meeting. Such meeting shall be deemed to have occurred either (i) at the place where most of the Trustees participating are present or, if there is no such majority, (ii) at the place where the Chairman of the meeting is present.

#### **CONFLICTS OF INTEREST**

47.1 A Trustee shall be deemed to be a Conflicted Trustee in relation to a matter if:-

- (a) the proposed transaction or arrangement under consideration by the Company is or includes the provision of remuneration by the Company to that Trustee, or to a person connected to him in terms of the 2005 Act, for services provided to or on behalf of the Company;
- (b) he has any other interest, direct or indirect (including but not limited to any personal financial interest), in any proposed transaction or other arrangement under consideration by the Company; or
- (c) a person, firm, or limited company with whom or with which he is deemed to be connected in terms of the Act has an interest, direct or indirect, (including but not limited to any personal financial interest), in any proposed transaction or other arrangement under consideration by the Company;

unless

- (i) the proposed transaction or arrangement is not one which falls within the scope of Article 47.1(a) and is such that it cannot reasonably be regarded as likely to give rise to a conflict of interest; or

- (ii) the only benefit to him is the payment by the Company of a premium for indemnity insurance for the Company; or
- (iii) he is not aware of his interest, or he is not aware of the proposed transaction or arrangement in question, and it is not a matter of which he ought reasonably to be aware.

47.2 A Conflicted Trustee must declare the nature and extent of his interest, unless the other Trustees are already aware of it or ought reasonably to be aware of it. Such declaration must be made before the proposed transaction or arrangement has been entered into by the Company, or, where it relates to an existing transaction or arrangement, as soon as is reasonably practicable, and must be made:-

- (a) at a Trustees' meeting at or before the time discussion begins on the matter;
- (b) by notice in writing to the other Trustees in accordance with the Act; or
- (c) by general notice in accordance with the Act.

If the declaration proves to be or becomes inaccurate or incomplete, a further declaration must be made.

48.1 Subject to Articles 49 to 50, where a Trustee is a Conflicted Trustee, he must declare the nature and extent of his interest in terms of Article 47.2 and the interest must then be dealt with as follows:-

- (a) Other than providing any information requested, the Conflicted Trustee must then take no part in any discussions of the Trustees, may be required by the Chairman to withdraw from the meeting for that item, shall not be counted in the quorum for that part of the meeting, and shall take no part in any vote on the matter;

or

- (b) The non-conflicted Trustees may then (if they form a quorum under Article 38 or 48.2 and are satisfied that it is in the best interests of the Company to do so), by resolution passed in the absence of the Conflicted Trustee, authorise the Conflicted Trustee to:
  - (i) continue to participate in deliberations leading to the making of a decision and/or to vote; or
  - (ii) disclose to a third party information confidential to the Company; or
  - (iii) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a person connected to him of any payment or material benefit from the Company; or

(iv) refrain from taking any action required to remove the conflict;  
subject always to the terms of the 2005 Act and the Act.

48.2 For the purposes of Article 48.1, if a conflict of interest arises for a Trustee and there are insufficient non-conflicted Trustees of the Company to form a quorum to vote on the matter, the quorum for the purpose of that decision only shall consist of all non-conflicted Trustees of the Company notwithstanding the terms of Article 38.

49.1 Subject to Article 49.2, all business transacted by a meeting of Trustees, or by a committee of Trustees, shall be validly transacted notwithstanding the participation in any vote of a Trustee:

- (a) who was disqualified from holding office;
- (b) who had previously retired or who had been obliged by these Articles to vacate office;  
or
- (c) who was not entitled to vote or be counted in the quorum on the matter, whether by reason of a conflict of interest or otherwise;

if without:

- (i) the vote of that Trustee; and
- (ii) that Trustee being counted in the quorum;

the decision has been made by a majority of the Trustees at a quorate meeting.

49.2 Article 49.1 does not permit a Conflicted Trustee or a connected person to keep any benefit that may be conferred upon him by a resolution of the Trustees or of a committee of Trustees if, but for Article 49.1, the resolution would have been void, or if the Conflicted Trustee has not complied with Article 47.2.

50. The Members may, by ordinary resolution, suspend or relax to any extent (either generally or in relation to any particular matter) the provisions of Articles 47 to 49, subject always to the 2005 Act and the Act.

#### **POWERS OF THE TRUSTEES**

51. The business of the Company shall be managed by the Trustees who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the

Company as are not, by the Act or by these Articles, required to be exercised by the Members in general meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulation being not inconsistent with the aforesaid provisions as may be prescribed by the Members in general meeting; but no regulation made by the Members in general meeting shall invalidate any prior act of the Trustees which would have been valid if that regulation had not been made.

52. All cheques, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Trustees shall from time to time by resolution determine.
53. The Trustees shall cause minutes to be made in books provided for the purpose:-
- (a) of all appointments of officers made by the Trustees;
  - (b) of the names of the Trustees present at each meeting of the Trustees and of any committee of the Trustees or established by the Trustees;
  - (c) of all resolutions and proceedings at all meetings of the Company, and of the Trustees and of the committees of or established by the Trustees.

#### **SECRETARY**

54. The Trustees may appoint a company secretary for such term, at such remuneration and upon such conditions as the Trustees may think fit.

#### **THE SEAL**

55. The Company shall not have a Common Seal.

#### **ACCOUNTS**

56. Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Act and the 2005 Act shall be kept at the Registered Office, or at such other place within Scotland as the Trustees think fit, and shall at all times be open to inspection by the Trustees. Members of the public shall have the right to request and receive a copy of the most recent statement of account of the Company where it is reasonably requested in accordance with the 2005 Act. Subject to that, no other person

shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Trustees.

#### **AUDIT/INDEPENDENT EXAMINATION**

57. Auditors or Independent Examiners, as appropriate, shall be appointed and their duties regulated in accordance with the provisions of the 2005 Act.

#### **NOTICES**

58. Any notice or document may be served by the Company on any Member in hard copy or in electronic form as permitted by the Act by:-
- (a) handing it to the Member personally;
  - (b) delivering it by hand to the Member's address;
  - (c) sending it by e-mail to the Member's e-mail address;
  - (d) by sending it by post with postage pre-paid, addressed to the Member's address; or
  - (e) sending or supplying it in any other way in which the Act provides for documents or information to be sent or supplied by the Company, including publication on the Company's website in accordance with the Act.

For the purpose of this Article, a Member's address shall be his address in the Register of Members or such other address as he may supply to the Company for the giving of notices to him, and any notice served in accordance with this Article shall be deemed to have been duly served notwithstanding that such Member be then dead or bankrupt and whether or not the Company have notice of his death or bankruptcy. Where an individual is both a Trustee and Member of the Company, any notice so served shall be deemed to have been duly served on him as both Trustee and Member.

59. A Member whose address in the Company's Register of Members is outside the United Kingdom and who has not supplied to the Company either an address for service within the United Kingdom or an email address, shall not be entitled to receive any notice from the Company.



60. Any notice or document served under Article 58 shall be deemed to have been served:-
- (a) immediately on being handed to the Member personally;
  - (b) at the expiration of 24 hours after being delivered by hand to the relevant address, sent by email to the Member's email address, or sent by Registered or first class post to the Member's address;
  - (c) at the expiration of 48 hours after being sent by second class post to the Member's address;
  - (d) when the Member receives or is deemed to have received notification of the material's availability on the Company's website in accordance with the Act, the deemed receipt of which notice shall be determined in accordance with this Article with reference to the means by which the Member was notified of the material's availability, save that if the material is not then available on the website, the notice will only be deemed to have been received when the material is so available; or
  - (e) if earlier, as soon as the Member acknowledges receipt.
61. In proving service, it shall be sufficient to show that:
- (a) the email containing the notice or document was properly addressed and sent;
  - (b) the letter containing the notice or document was properly addressed, stamped and posted or delivered; or
  - (c) receipt of service was acknowledged.
62. Subject to these Articles, any notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

#### **INDEMNITY**

63. Subject to the provisions of the Act and of these Articles, a Trustee, Auditor, Independent Examiner, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

## **LIABILITY OF MEMBERS**

64. The liability of the Members is limited. Every Member of the Company undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of contributories amongst themselves, such amount as may be required, not exceeding £1.

## **WIND UP OR DISSOLUTION**

65. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Company (except in furtherance of a charitable purpose and in accordance with these Articles to a Member that is itself a charity), but shall be given or transferred to some other charitable institution or institutions having objects similar to the Company and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Article 5, such institution or institutions to be determined by the Members of the Company at or before the time of the dissolution, and, if and so far as effect cannot be given to the foregoing provisions, then to some charitable object.



Blackie House Library & Museum

Presents

## BACK TO RED

new works of red squirrels by

Clare Mackie

Open daily from 11am to 2pm

The exhibition will continue  
to Saturday 27<sup>th</sup> July

Closed on Monday

Please note the venue is a shoe-free space; slippers are provided.

# Blackie House Library and Museum

A registered Scottish charity (SC051891)



Blackie House Library and Museum (BHLM) is a research centre and exhibition space of some 40,000 items. The collections are open to everyone by appointment only. Originally the private library of James Zachs, BHLM is now a registered Scottish charity. Housed in a 17th-century tenement in the heart of Edinburgh's Old Town, the collection includes rare books and manuscripts, paintings, photography – along with antiquities, decorative objects, textiles, furniture and items from nature. While focusing on what Zachs describes as the 'very long 18th century', the collection spans from the medieval period to the present day. Hundreds of people of all ages visit each year – both in person and online. Activities include teaching, scholarship, exhibitions, publications, film-making, recording, films and interviews, seminars, lectures, performances, tea-drinking and the popular Blackie House 'Sunday Salons'.

*Please contact us using the form below .*

## Current exhibitions and events

Houghton Planning Ltd.  
FAO: Paul Houghton MRTPI  
Alloa Business Centre  
Whins Road  
Alloa  
FK10 3RF

Mr Ryan Gattis.  
4 Blackie House  
Edinburgh  
EH1 2NY

**Decision date: 5 November 2024**

**TOWN AND COUNTRY PLANNING (SCOTLAND) ACTS  
DEVELOPMENT MANAGEMENT PROCEDURE (SCOTLAND) REGULATIONS 2013**

Use of flat for short-term let use (Sui Generis) and residential flat (in retrospect). This property is available for letting all year.

At 4 Blackie House Wardrop's Court Edinburgh EH1 2NY

**Application No: 24/04539/FULSTL**

**DECISION NOTICE**

With reference to your application for Planning Permission STL registered on 18 September 2024, this has been decided by **Local Delegated Decision**. The Council in exercise of its powers under the Town and Country Planning (Scotland) Acts and regulations, now determines the application as **Refused** in accordance with the particulars given in the application.

Any condition(s) attached to this consent, with reasons for imposing them, or reasons for refusal, are shown below;

**Reason for Refusal:-**

1. The proposal is contrary to Local Development Plan Policy Hou 7 in respect of Inappropriate Uses in Residential Areas, as the use of this property as a short term let will have a materially detrimental effect on the living conditions and amenity of nearby residents.

2. The proposal is contrary to National Planning Framework Policy 30(e) in respect of local amenity and loss of residential accommodation, as the use of this property as a

short term let will result in an adverse impact on local amenity and the loss of a residential property that has not been justified.

Please see the guidance notes on our [decision page](#) for further information, including how to appeal or review your decision.

Drawings 01 - 02, represent the determined scheme. Full details of the application can be found on the [Planning and Building Standards Online Services](#)

The reason why the Council made this decision is as follows:

The proposal is acceptable with regard to Sections 59 and 64 of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 as it will preserve the character and appearance of the conservation area and does not harm the character of the listed building, its setting, or the setting of neighbouring listed buildings.

The change of use of this property to a short term let (STL) will have an unacceptable impact on neighbouring amenity. The loss of the residential accommodation has not been justified. Whilst it is recognised that there is an economic benefit to the City as a whole from the provision of tourist accommodation, in this case it does not outweigh the adverse impact on residential amenity or the loss of residential accommodation. The proposal does not comply with the Development Plan policy NPF 4 policy 30(e) and LDP policy Hou 7. There are no material considerations that outweigh this conclusion. The proposal is unacceptable.

This determination does not carry with it any necessary consent or approval for the proposed development under other statutory enactments.

Should you have a specific enquiry regarding this decision please contact Craig Turnbull directly at [craig.turnbull@edinburgh.gov.uk](mailto:craig.turnbull@edinburgh.gov.uk).



**Chief Planning Officer**  
**PLACE**  
**The City of Edinburgh Council**

## NOTES

1. If the applicant is aggrieved by the decision to refuse permission for or approval required by a condition in respect of the proposed development, or to grant permission or approval subject to conditions, the applicant may require the planning authority to review the case under section 43A of the Town and Country Planning (Scotland) Act 1997 within three months beginning with the date of this notice. The Notice of Review can be made online at [www.eplanning.scot](http://www.eplanning.scot) or forms can be downloaded from that website. Paper forms should be addressed to the City of Edinburgh Planning Local Review Body, G.2, Waverley Court, 4 East Market Street, Edinburgh, EH8 8BG. For enquiries about the Local Review Body, please email [localreviewbody@edinburgh.gov.uk](mailto:localreviewbody@edinburgh.gov.uk).

2. If permission to develop land is refused or granted subject to conditions and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by carrying out of any development which has been or would be permitted, the owner of the land may serve on the planning authority a purchase notice requiring the purchase of the owner of the land's interest in the land accordance with Part 5 of the Town and Country Planning (Scotland) Act 1997.

# Report of Handling

**Application for Planning Permission STL  
4 Blackie House, Wardrop's Court, Edinburgh**

**Proposal: Use of flat for short-term let use (Sui Generis) and residential flat (in retrospect). This property is available for letting all year.**

**Item – Local Delegated Decision  
Application Number – 24/04539/FULSTL  
Ward – B11 - City Centre**

## **Recommendation**

It is recommended that this application be **Refused** subject to the details below.

## **Summary**

The proposal is acceptable with regard to Sections 59 and 64 of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 as it will preserve the character and appearance of the conservation area and does not harm the character of the listed building, its setting, or the setting of neighbouring listed buildings.

The change of use of this property to a short term let (STL) will have an unacceptable impact on neighbouring amenity. The loss of the residential accommodation has not been justified. Whilst it is recognised that there is an economic benefit to the City as a whole from the provision of tourist accommodation, in this case it does not outweigh the adverse impact on residential amenity or the loss of residential accommodation. The proposal does not comply with the Development Plan policy NPF 4 policy 30(e) and LDP policy Hou 7. There are no material considerations that outweigh this conclusion. The proposal is unacceptable.

## **SECTION A – Application Background**

### **Site Description**

The application property is a fourth floor, three-bedroom flat, which forms part of a six-storey and attic tenement, situated between North Bank Street and Wardrop's Court. Access is gained via a shared main door access from Wardrop's Court into a communal stair and lift that is accessed by five further residential properties.



The surrounding area is mixed use and includes commercial properties located on the northern elevation of Blackie House at street level, however, these properties are accessed via North Bank Street. On the southern elevation is Wardrop's Court a large pedestrian courtyard that is accessed via North Bank Street and Lawnmarket.

The property forms part of a category 'A' listed building (51522) designated on the 14/12/1970 and is in the Old and New Towns of Edinburgh World Heritage Site and the Old Town Conservation Area.

### **Description Of The Proposal**

The proposal is for a retrospective change of use from residential to STL use. No physical changes are proposed.

### **Supporting Information**

The applicant has submitted a statement alongside information in relation to the operations of Blackie House Museum and Library. This is available to view on the Planning and Building Standards Online Service.

### **Relevant Site History**

23/04543/FULSTL

4 Blackie House

Wardrop's Court

Edinburgh

EH1 2NY

Use of flat for short term let use (Sui Generis) and residential flat (in retrospect). This property is available for letting all year.

Refused

24 April 2024

### **Other Relevant Site History**

24/00118/REVREF

4 Blackie House

Wardrop's Court

Edinburgh

EH1 2NY

Considered at Local Review Body meeting on 11 September 2024.

Decision - To uphold the decision by the Chief Planning Officer to refuse planning permission (issued 24 September 2024).

24/00642/ESHORT

Enforcement enquiry

4 Blackie House

Wardrop's Court

Edinburgh

EH1 2NY

Pending consideration

## Consultation Engagement

Historic Environment Scotland

## Publicity and Public Engagement

**Date of Neighbour Notification:** 5 November 2024

**Date of Advertisement:** 27 September 2024

**Date of Site Notice:** 27 September 2024

**Number of Contributors:** 6

## Section B - Assessment

### Determining Issues

Due to the proposals relating to a listed building(s) and being within a conservation area, this report will first consider the proposals in terms of Sections 59 and 64 of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 (the "1997 Heritage Act"):

- a) Is there a strong presumption against granting planning permission due to the proposals:
- (i) harming the listed building or its setting? or
  - (ii) conflicting with the objective of preserving or enhancing the character or appearance of the conservation area?
- b) If the strong presumption against granting planning permission is engaged, are there any significant public interest advantages of the development which can only be delivered at the scheme's proposed location that are sufficient to outweigh it?

This report will then consider the proposed development under Sections 24, 25 and 37 of the Town and Country Planning (Scotland) Act 1997 (the 1997 Act):

Having regard to the legal requirement of Section 24(3), in the event of any policy incompatibility between National Planning Framework 4 (NPF4) & Edinburgh Local Development Plan 2016 (LDP) the newer policy shall prevail.

Do the proposals comply with the development plan?

If the proposals do comply with the development plan, are there any compelling material considerations for not approving them?

If the proposals do not comply with the development plan, are there any compelling material considerations for approving them?

In the assessment of material considerations this report will consider:

- equalities and human rights;
- public representations; and
- any other identified material considerations.

## Assessment

The application is in retrospect. The applicant stated within the application form that the short term let use commenced in November 2021. This is prior to 5 September 2022, when the Edinburgh short term let control area came into effect. As the designation does not have a retrospective effect it is necessary to consider whether the use of the property as a commercial short stay let is a material change of use.

Granting planning permission would change the use from a residential dwelling to STL. On the basis of the application form, the description of development, drawings, supporting information, and location of the site it is considered that the proposal constitutes a material change of use under Section 26 of the Town and Country Planning (Scotland) Act 1997.

### a) The proposals harm the listed building or its setting?

The following HES guidance is relevant in the determination of this application:

- Managing Change in the Historic Environment: Interim Guidance on the principles of listed building consent.
- Managing Change in the Historic Environment: Setting.

Managing Change in the Historic Environment: Interim Guidance on the principles of listed building consent sets out the principles for assessing the impact of a development on a listed building.

Managing Change in the Historic Environment: Setting sets out the principles that apply to developments affecting the setting of historic assets or places including listed buildings and conservation areas. It includes factors to be considered in assessing the impact of a change on the setting.

The proposed change of use does not involve building operations. Accordingly, the proposal will not cause harm to the special architectural or historic interest of the listed building, its setting, or the setting of neighbouring listed buildings.

### Conclusion in relation to the listed building

The proposal is acceptable with regard to Section 59 of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997.

### b) The proposals harm the character or appearance of the conservation area?

Section 64(1) of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 states:

"In exercise, with respect to any buildings or other land in a conservation area, of any powers under any of the provisions in subsection (2), special attention shall be paid to the desirability of preserving or enhancing the character or appearance of that area."

The Old Town Conservation Area Character Appraisal emphasises the survival of the original medieval street pattern; the wealth of important landmark buildings; the survival of an outstanding collection of archaeological remains, medieval buildings, and 17th-century town houses; the consistent and harmonious height and mass of buildings; the importance of stone as a construction material for both buildings and the public realm; the vitality and variety of different uses; and the continuing presence of a residential community.

There are no external changes proposed and the change of use would not have an adverse impact on the character or appearance of the conservation area. Therefore, the proposal does not conflict with the objective of preserving the character or appearance of the conservation area.

### **Conclusion in relation to the conservation area**

The proposal is acceptable with regard to Section 64 of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997.

#### **c) The proposals comply with the development plan?**

National Planning Framework 4 (NPF4) was adopted by the Scottish Ministers on 13 February 2023 and forms part of the Council's Development Plan. NPF4 policies supports the planning and delivery of Sustainable Places, Liveable Places and Productive Places and are the key policies against which proposals for development are assessed. Several policies in the Edinburgh Local Development Plan (LDP) are superseded by equivalent and alternative policies within NPF4. The relevant policies to be considered are:

- NPF4 Sustainable Places, Tackling the climate and nature crises Policy 1.
- NPF4 Sustainable Places, Historic assets and places Policy 7.
- NPF4 Productive Places, Tourism Policy 30.
- LDP Housing Policy, Hou 7.
- LDP Transport Policies, Tra 2 and Tra 3.

The non-statutory 'Listed Buildings and Conservation Area' guidance is a material consideration that is relevant when considering NPF 4 Policy 7.

The non-statutory Guidance for Business (2024) is a material consideration that is relevant when considering LDP Policy Hou 7 and NPF4 policy 30.

The Edinburgh Design Guidance is a material consideration when considering LDP Policies Tra 2 and Tra 3.

#### Historic Assets and Places

The impact of the proposals on the category A listed building and Conservation Area have been assessed in sections a) and b) respectively. Additionally, the proposal does not conflict with the objective of preserving and protecting the Old and New Towns of Edinburgh World Heritage Site.

The proposal complies with NPF 4 Policy 7.

## Proposed Use

With regard to NPF 4 Policy 1, the proposed change of use does not involve operational development resulting in physical changes to the property. The proposal will have a negligible impact on the global climate and nature crisis.

NPF 4 Policy 30 seeks to encourage, promote and facilitate sustainable tourism development which benefits local people, is consistent with our net zero and nature commitments, and inspires people to visit Scotland. Criterion 30 (e) specifically relates to STL proposals.

LDP Policy Hou 7 (Inappropriate Uses in Residential Areas), seeks to protect residential amenity.

### *Amenity:*

The applicant's statement details that 1 Blackie House operates as a museum and library where visitors use the common stair and/or lift. An objection comment from the owner-occupier of 1 Blackie House details that the museum has an independent entrance at 6 Wardrop's Court. This information does not hold material relevance to the assessment of the application. The established planning status of all flats in the common stair (1 to 6 Blackie House) is residential and therefore have been considered as such for the purposes of this assessment.

Although the property is located within a mixed-use city centre area, it is a fourth-floor unit accessed via a shared communal front door and internal stairway and lift with five neighbouring residential flats. As such, the common stair is of residential nature.

The use of the property as an STL would allow visitors to come and go from the premises for inconsistent periods of time on a regular basis throughout the year in a manner dissimilar to that of a permanent resident. A transient visitor may also have less regard for neighbours' amenity than individuals using the property as a principal home. There may be a negative impact on residents' sense of security within the shared stair and community cohesion, with neighbours in objection to the proposal highlighting concerns in relation to this.

Additional servicing is required for an STL which would likely result in an increase in disturbance, further impacting on neighbouring amenity. However, this would be of lesser impact as it is likely that servicing would be conducted during the daytime.

This would be significantly different from the ambient background noise that neighbouring residents might reasonably expect and will have an unacceptable effect on the living conditions and amenity of nearby residents.

The proposal does not comply with NPF 4 policy 30(e) part (i) and LDP policy Hou 7.

### *Loss of residential accommodation:*

NPF 4 policy 30 (e) part (ii) requires that where there is a loss of residential accommodation, this will only be supported where the loss is outweighed by demonstrable local economic benefits.

Paragraph 220 of the LDP acknowledges that tourism is the biggest source of employment in Edinburgh, providing jobs for over 31,000 people. The use of the property by guests and the required maintenance and upkeep of STL properties are likely to result in a level of job creation and spend within the economy which can be classed as having an economic benefit.

However, the current lawful use of the property is residential. Consequently, the use of the property as an STL would result in the loss of this residential accommodation, which given the recognised need and demand for housing in Edinburgh it is important to retain, where appropriate.

Further, it is important to recognise that residential occupation of the property contributes to the economy, in terms of providing a home and the spend in relation to the use of the property as a home, including the use of local services, resultant employment, and by making contributions to the local community.

In this instance, it has not been sufficiently demonstrated that the loss of the residential accommodation is outweighed by demonstrable local economic benefits.

The proposal does not comply with NPF 4 30(e) part (ii).

#### Transport

No car parking is proposed. There are no cycle parking standards for STLs. The site is accessible by public transport and cycles could be stored within the property if required.

The proposal complies with LDP Policies Tra 2 and Tra 3.

#### **Conclusion in relation to the Development Plan**

The change of use of this property to an STL will have an unacceptable impact on neighbouring amenity. The loss of the residential accommodation has not been justified. Whilst it is recognised that there is an economic benefit to the City as a whole from the provision of tourist accommodation, in this case it does not outweigh the adverse impact on residential amenity or the loss of residential accommodation. The proposal does not comply with the Development Plan policy NPF 4 policy 30(e) and LDP policy Hou 7.

#### **d) There are any other material considerations which must be addressed?**

The following material planning considerations have been identified:

#### Emerging policy context

On 5 April 2024 the Planning and Environmental Appeals Division published its report into the examination of the Proposed City Plan 2030 and supporting documents in terms of Section 19 of the Town and Country Planning (Scotland) Act 1997. On 27 June 2024 the Council accepted the recommendations and modifications required to the Proposed City Plan 2030.

On 10 September 2024 Scottish Ministers issued a Direction under section 20(5) of the Town and Country Planning Scotland Act 1997 that City of Edinburgh Council consider

modifying the proposed City of Edinburgh Local Development Plan 2, City Plan 2030 as detailed within the annex to the direction. The required modifications are being reviewed and will be considered at a further meeting of the Planning Committee and then further Full Council.

At this time in the context of the consideration of this particular application limited weight can be given to the relevant policies of City Plan 2030 until the adoption of the plan.

### Equalities and human rights

Due regard has been given to section 149 of the Equalities Act 2010. No impacts have been identified.

Consideration has been given to human rights. No impacts have been identified through the assessment and no comments have been received in relation to human rights.

### Independent economic impact assessment

An independent economic impact assessment was commissioned by the Planning Service, and this resulted in a report on the Economic Impact of Residential and Short-Term Let Properties in Edinburgh (the Economic Report). This was reported to Planning Committee on 14 June 2023. The Committee noted that the findings of the report are one source of information that can be considered when assessing the economic impacts of short-term let planning applications and that given the report is considering generalities rather than the specifics of an individual case, it is likely that only limited weight can be attached to it as a material consideration when making planning application decisions. The study considered the economic impact of various types of properties in Edinburgh if used as a residential property as opposed to being used for short-term holiday lettings.

The Economic Report shows that there are positive economic impacts from the use of properties for both residential use and short-term let use. The Report found that in general the gross value added (GVA) effects are greater for residential uses than short-term lets across all property types and all areas. However, given it is considering generalities rather than the specifics of this individual case, only limited weight can be attached to it as a material consideration in the determination of this application.

### Public representations

The application received eight comments all in objection. These include three objections from residential neighbours and the Edinburgh Old Town Association. A summary is provided below:

#### *material considerations*

- Loss of residential accommodation. Addressed in section c).
- Negative impact on amenity. Addressed in section c).
- The site is in breach of planning controls. The Planning Enforcement service has received an enquiry which is pending consideration.

- Questioning how many times the applicant is entitled to apply. The planning authority cannot decline determine this application as it does not satisfy the requirements under Section 39 of Town and Country Planning (Scotland) Act 1997.

#### *non-material considerations*

- Details in relation to when maintenance/restoration works were done to the listed building.
- Factoring issues in relation to the shared stair.
- Disagreement with the applicant's statement in relation to Blackie House Museum and Library.
- There are purpose-built hotels in the area to cater for visitors. Each application is assessed on individual merit.

#### **Conclusion in relation to identified material considerations**

Identified material considerations have been assessed above and do not raise issues which outweigh the conclusion in relation to the development plan.

#### **Overall conclusion**

The proposal is acceptable with regard to Sections 59 and 64 of the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 as it will preserve the character and appearance of the conservation area and does not harm the character of the listed building, its setting, or the setting of neighbouring listed buildings.

The change of use of this property to an STL will have an unacceptable impact on neighbouring amenity. The loss of the residential accommodation has not been justified. Whilst it is recognised that there is an economic benefit to the City as a whole from the provision of tourist accommodation, in this case it does not outweigh the adverse impact on residential amenity or the loss of residential accommodation. The proposal does not comply with the Development Plan policy NPF 4 policy 30(e) and LDP policy Hou 7. There are no material considerations that outweigh this conclusion. The proposal is unacceptable.

### **Section C - Conditions/Reasons/Informatives**

The recommendation is subject to the following;

#### **Reason for Refusal**

1. The proposal is contrary to Local Development Plan Policy Hou 7 in respect of Inappropriate Uses in Residential Areas, as the use of this property as a short term let will have a materially detrimental effect on the living conditions and amenity of nearby residents.
2. The proposal is contrary to National Planning Framework Policy 30(e) in respect of local amenity and loss of residential accommodation, as the use of this property as a



short term let will result in an adverse impact on local amenity and the loss of a residential property that has not been justified.

### **Background Reading/External References**

To view details of the application go to the [Planning Portal](#)

**Further Information** - [Local Development Plan](#)

**Date Registered: 18 September 2024**

### **Drawing Numbers/Scheme**

01 - 02

Scheme 1

**David Givan**  
**Chief Planning Officer**  
**PLACE**  
**The City of Edinburgh Council**

Contact: Craig Turnbull, Assistant Planning Officer  
E-mail: [craig.turnbull@edinburgh.gov.uk](mailto:craig.turnbull@edinburgh.gov.uk)

## Appendix 1

### **Consultations**

NAME: Historic Environment Scotland

COMMENT: No comments.

DATE: 8 October 2024

The full consultation response can be viewed on the Planning & Building Standards Portal.

## Appendix 2

### **Application Certification Record**

#### **Case Officer**

I have assessed the application against the City of Edinburgh Council's Scheme of Delegation (2023) Appendix 6 – Chief Planning Officer and the Statutory Scheme of Delegation (2023) and can confirm the application is suitable to be determined under Local Delegated Decision, decision-making route.

Case Officer: Craig Turnbull

Date: 1 November 2024

#### **Authorising Officer**

To be completed by an officer as authorised by the Chief Planning Officer to determined applications under delegated powers.

I can confirm that I have checked the Report of Handling and agree the recommendation by the case officer.

Authorising Officer (mRTPI): Damian McAfee

Date: 4 November 2024



LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

6611  
6/5/2015

TITLE NUMBER

**MID159499**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

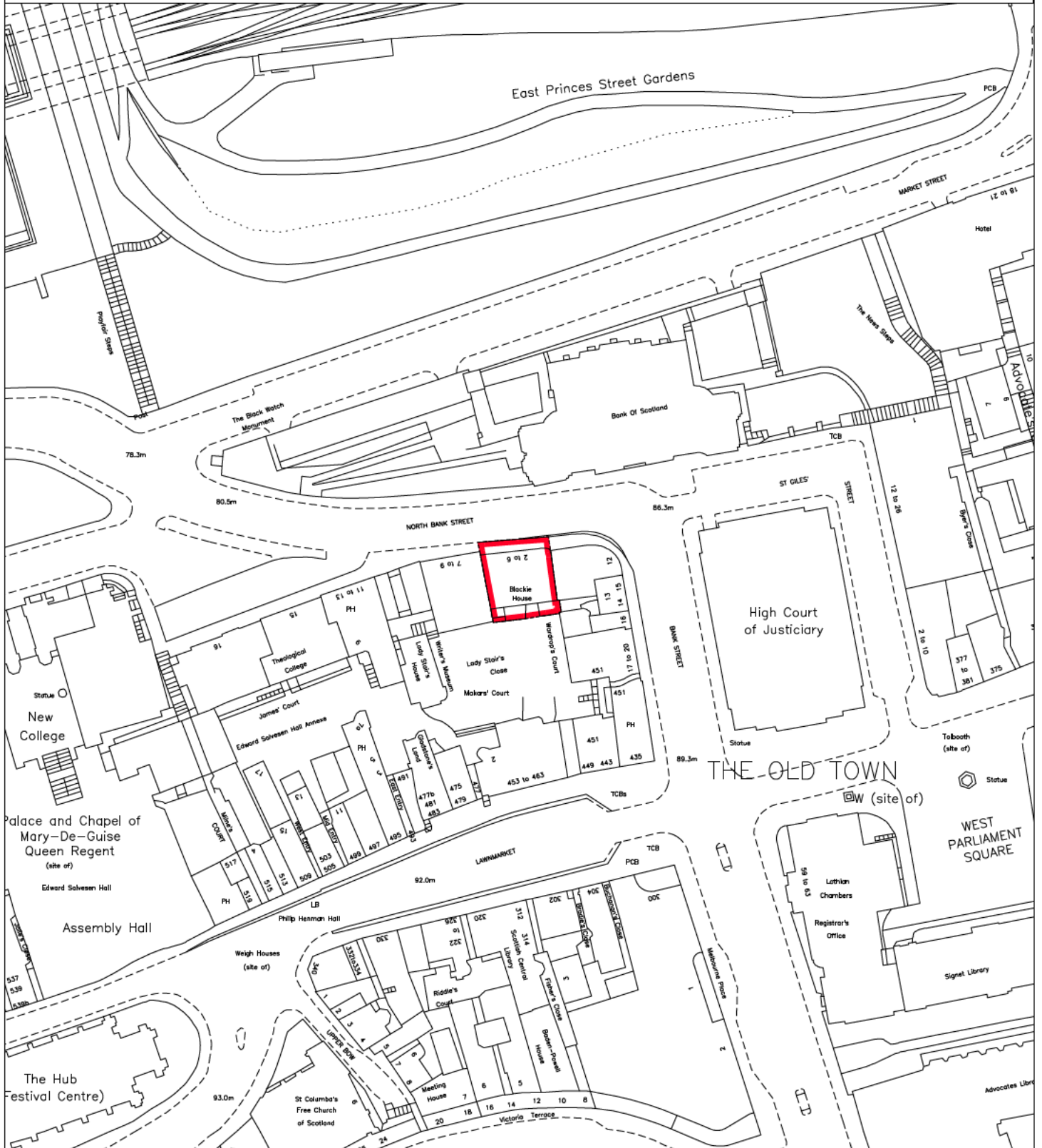
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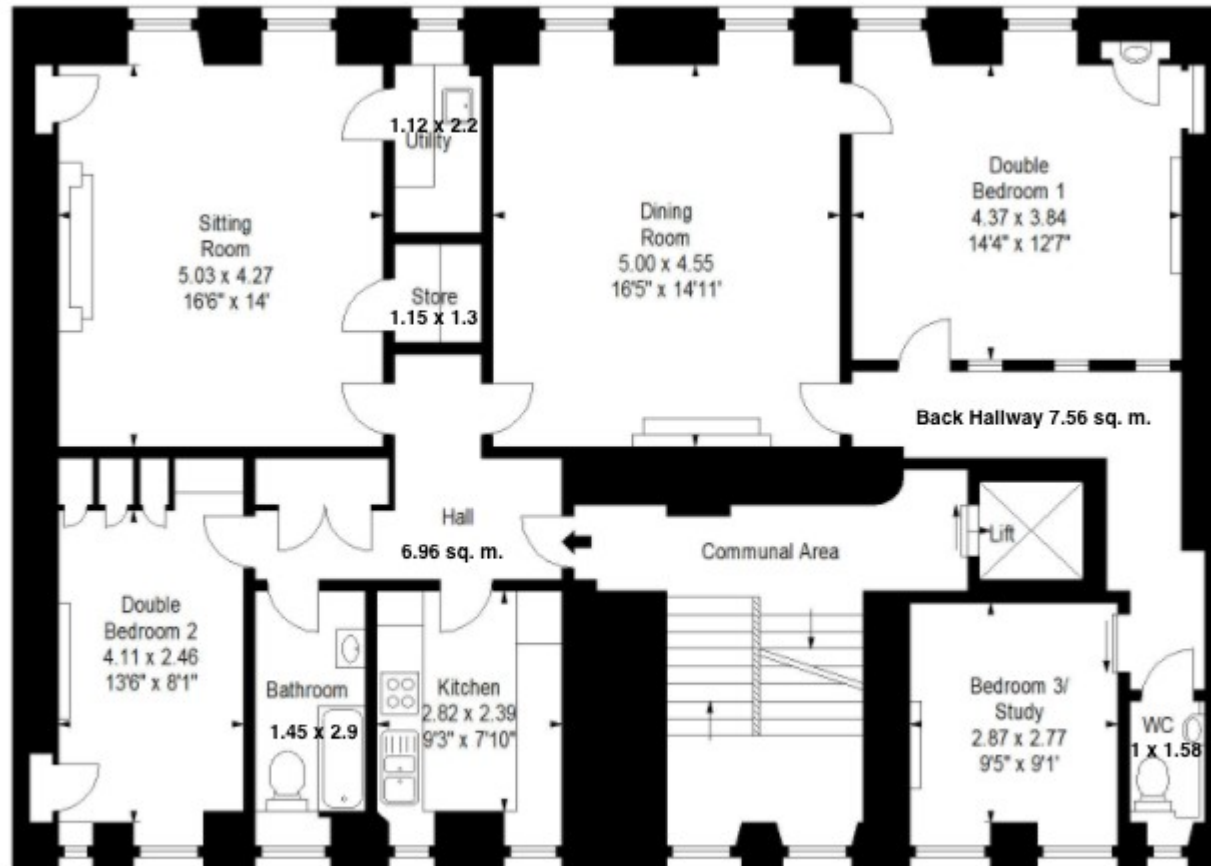
Survey Scale

1/1250

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**Fourth Floor**

TOTAL (In square meters): 110.07