

Highland

Department of Consumer Protection Director G. E. Turnbull M.I.T.S.A. F.Inst. Pet. Highland Regional Council Regional Buildings Glenurquhart Road Inverness IV3 5NX Telephone (0463) 34121 Telex No. 75313

Please ask for Mr Turnbull

Our rel GET/SAM

Extension No

Your ref

Date 12 May 1981

Dear Sir

It has come to our notice recently that there has been a marked increase in the number of one-day sales held in the Highlands. These sales are being run mainly by persons resident outside the Highlands in fact usually resident in the northern half of England. Recently two of our officers attended a one day sale held locally and as a result of that visit the organisers have been reported to the Procurator Fiscal for breaches of certain legal statutes. We have reason to believe that the rights of the public are not being observed by the persons running the one day sales. In an effort to protect the public we are asking for the support of all Community Councils in Highland Region.

Would your Council be prepared to use the enclosed conditions as a basis for lets of halls directly under their control when requested for use for one day sales. As you will see the specimen conditions are an attempt to make the organiser of the sale give the public a 'fair orack of the whip'. We feel that with the co-operation of all the Community Councils our officers will be able to ensure that the oitizens of the Highlands are afforded a greater measure of protection than is possible at the moment.

We will be happy to supply any additional information that will help to clarify any problems that you may have.

Yours faithfully

GE Tur bul.

Director of Consumer Protection

Secretary - G.F. Trowbridge Dunedin Golf Road Dornoch

19th June, 1981

The Secretary Dornoch Secial Club Dornoch

Dear Sir,

Letting of Hall in the Highlands

I enclose herewith letter dated 12th May,1981 from the Department of Consumer Protection, Highland Regional Council regarding the letting of halls in the Highlands for 'One-day' sales together with proposed conditions that might be included in the agreements for such sales, mainly as a protection for the public.

This matter was submitted to the Dornoch Community Ceuncil at their meeting this month, however, in view of the fact that they donot own any such hall I was directed to pass the correspondence on to your organisation for such action as you might consider necessary. I should add that the Community Council are in full agreement with the proposals suggested by the Consumer Protection Department.

Yours faithfully

ff Trowburdge

Secretary

Appendix 'A'

I(Full name in Block Capitals) the undersigned
of
hereby engage to hire from
(Full name and address of business or person from room or rooms to be hired)
The room or rooms known as
together with access thereto and such other amenities and facilities as are
customarily provided as part of such hire, for the conduct of a sale of-

(Description of goods or services to be offered for sale)
on(date or dates) between the hours of
and(finishing time)
in accordance with the following conditions:-
1 To ensure that goods order is kept on the premises at all times during
the period of hire;
2 To acknowledge the right of entry to the premises hired is at all times
during the period of hire reserved to and at the discretion of the persons permitting hire of the premises;
3 To accept responsibility for all damage to the premises or any part or
parts thereof or any facilities provided, arising from the hiring (damage
by fire excepted) and to make good such damage at the hirers expense to
the satisfaction of the owners; 4 Not to assign the use of the premises, or the benefit of the hiring to
any other person or body;
5 To conduct all transactions in accordance with the fair trading laws, and
in particular to ensure that the total price of all goods and services
are clearly and prominently displayed. Discounts to be based only on Manufacturers Recommended Retail Prices (where such recommended prices are
published) or on the price at which the goods have previously been sold
(by the hirer);
6 To avoid the use of price comparisons such as 'Worth' or 'Value';
7 To ensure that there shall be no exclusion of consumers' rights and in particular, rights in respect of the replacement of faulty goods;
8 To display the organiser's full name and address on all publicity material
and at the Sale itself;
9 To nominate a senior member of the organisers staff to be present through-
out the period of the hire and to be responsible for handling customer complaints;
10 To recognise that this hiring is also an undertaking by the Organiser that
the sale will be conducted in accordance with fair trading practices
11 To agree that the owner may give notification of the proposed Sale to the local enforcement authority, to include the details of date, time, place,
and organiser as listed above, and that Officers of the local enforcement
authority are permitted entry during the time of the hiring by virtue of
condition 2 above;
12 To ensure that no trading takes place which involves an element of competitive bidding and that the provisions of the Mock Auctions Act are
at all times complied with;
13 That any goods stated to be guaranteed shall when handed over to the
purchaser be accompanied by a statement in writing giving details of the
nature of the guarantee and the name and address of the guarantor.

The Mendows Donoch 6-5-81 Moredonald Anociations Donoch. Dear Jimmy Re: Domoch Community Amociaban First the good news, I would like to pars onto you the comments made in the chaimons report at the amoundors necest & GM where he thanked both yourself and Mr Torrance for all your work to date which nos in many ways one and above that that required for a purely commercial undertaking. This observation was unaminously supported by the body of the meeting. Now the not so good rews. Yet again the mole hall have been left in a completely unusable state with wood sharing upone the floor, There is still no sign of a lock on the door so we are pomeles to take any effective action except that I to take any effective action except that I would now ask for a minimum canetaler fee of \$2 to p be paid to the amountation. No doubt you will pass this on to the contractor (5) responsible and again ask for a little more consideration to be given to those still using the ball for recreation.

Einally I have beard (indirectly but I believe vehichly) that Bill Modorald in a little upset by the precipitous boundary between his gooden a the rain dub. While I know in outline you intentions it would perhaps to t be good politics to explain there to him yourself, especially unsidening the good will be has shown to the amoundary in recent months. I confirm our next meeting for Wed. Moy 20 ch at 8 pm in your office 0 your sincerely Peter P.G. WILD

C. MATHESON Joiner THE MEADOWS Phone 562 DORNOCH

Mr. P. G Wild. The Meadours. Dornoch.

21. 4. 81.

Dear Si

Profosed tables for Social Club. I offer to make tables and trestles for club. for the sum of 219.00 flus VAT 12.85 for toble. Idables to be size 1.800 x 600. top to be of 15 mm. chifbourd.

yours Faithfult.

C. mattes ón



SUTHERLAND PRINTERS LTD

Station Square, Dornoch, Sutherland. Tel :- (086 281) 800

Dornoch Community Association, Dornoch, Sutherland.

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May 13th. 1981.

REVISED QUOTATION

500 A4 Latterheads. Printed green on Conqueror High White Bond 100 gsm.

\$28.18

incl. V.A.T.

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Directors: J. R. Cameron (Man.) R. Axtell J. L. Weinford Registered in Scotland Number 66547

P.G. Wild, Esq.,

The Meadows,

Sutherland.

Dornoch.

Arthur & Carmichael Solicitors & Notaries

William C. Wright B.L. Norman J.D. Wright M.A. LL.B. John B. Gunn LLB.

Cathedral Square Dornoch Sutherland IV253SW Dornoch 202 (2 lines) STD 086 281

Our Ref.

G1637 JM

Your Ref.

28th April, 1981

Dear Peter.

DORNOCH COMMUNITY ASSOCIATION

I thank you for your letter of 23rd April. I have settled with Mr Mackintosh's solicitors.

I shall forward the receipt to you in due course but would advise you that I cannot yet record the Disposition because of the current Civil Servants industrial action. When that action has resolved I shall of course record the deed.

Thank you for your kind remarks.

Yours sincered

"The Meadows" Dornoch.

23rd. April. 1981.

æ,

Mr. J. B. Gunn, Arthur & Carmichael. Cathedral Square Dornoch. Yr. Ref: G1637JM

Dear John,

RE: DORNOCH COMMUNITY ASSOCIATION - GROUND AT GRANGE ROAD LORNOCH.

Thank you for your letter of 2nd. April. Flease find enclosed our cheque to the value of £206. 10 to settle both your outlays and Mr. Mackintosh's solicitors fees.

On behalf of the Association I would like to record our sincere thanks for your advice and efficient handling of what could have been a protracted negotiation and also for your generosity in waiving your normal fees,

Yours sincerely,

Peter G. Wild. Secretary.

ENC.

Tel. 202

MORAY HOUSE, FOUNTAIN ROAD, GOLSPIE, SUTHERLAND.

13 4/81 Dear the wilde, I are your for the use of the hall idenday. 6th deput I bould I have the use of the norm starting wonday 27th april until Manday 15th June annelling where with whary. I works plus the 19 ance your Mrs aneerely Iona Keed

Arthur & Carmichael Solicitors & Notaries

William C. Wright B.L. Norman J.D. Wright M.A. LL.B. John B. Gunn LL.B.

Cathedral Square Dornoch Sutherland IV253SW Dornoch 202 (2 lines) STD 086 281

2nd April, 1981

P.G. Wild, Esq., The Meadows, DORNOCH.

Our Ref.

G1637 JM

Your Ref.

Dear Peter,

DORNOCH COMMUNITTEE ASSOCIATION GROUND AT GRANGE ROAD, DORNOCH.

I have now received the title deed from Mr Mackintosh's Solicitors which I have to hold as undelivered pending settlement of inter alia the Solicitors fees and outlays.

I enclose a photocopy thereof.

My Firm's outlays total £29 comprising £11.00 for the recording dues of the Disposition and £18.00 in respect of the Property Clearance Certificate.

Accordingly I shall be obliged if you would let me have the Associations cheque in my Firm's favour for £206.10 to enable me to settle the Fee Note and my outlays.

Yours sincerely, Enc

AACDONALD ASSOCIATES DORNOCH @ ARCHITECTURAL, LANDSCAPE & DESKIN (ONSULTANTS. WEST END, CASTLE STREET, DORNOCH 18/765.

JIMMY MACDONALD, B.S., ARCH (STRATH.), CONSULTANTS: F.G. BLACKETT, D.A. (EDIN.), A.R.I.B.A. J.E.FAIRFIELD, B.S., ARCH, Dip. A.A.S. Dip. L. ARCH.

9 April 1981

P.G. Wild Esq., Secretary, Dornoch Community Association, The Meadows, DORNOCH.

Dear Peter,

Re: UPGRADING AND EXTENSION OF DORNOCH SOCIAL CLUB - 056

The above project is now well underway with the concrete blockwork extension complete ready for roofing, and both J. & S. Gunn the Builders and A.E. Lewis, the Joiner are due their first interim payment. These will be made up by myself and A. Torrance Esq., by next week and we shall at that time have sufficient accounts to send for our first instalment from the Highland Regional Council.

The building contractors have carried out the works to a good standard and have now completed approximately 60% of their total works. We now require A. Thomson, Plumber to carry out the drainage works before the floor slab can be laid, and this should be done next week.

All the internal joinery in the flat and the ticket hatch, etc., has been completed and the joiners are moving on now to the main hall where they have already removed the ceilings.

I shall be reporting to you next week with reference to the progress and the interim payment certificates, but in the meantime, please find enclosed our interim fee account to date for negotiations with Authorities and supervising works. I trust this is to your satisfaction.

Yours sincerely. UIINI Jimmy Macdonald Enc.

Architect's name and address: MACDONALD ASSOCIATES DORNOCH		ARCHITECTURAL
WEST END CASTLE STREET,	Serial No.:	056
DORNOCH,		
To (building owner):	Certificate No.:	4
DORNOCH COMMUNITY ASSOCIATIO	287	9 April
I/We hereby certify that under the terms of the contract the sum of : £ 458.21		£)158.21
the terms of the contract the sum of : £ 458.21 is due to (main contractor): MACDONALD ASSOCIATES DORNOCH		
the terms of the contract the sum of : £ 458.21 is due to (main contractor): MACDONALD ASSOCIATES DORNOCH	revious instalments:	
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