

Agenda Item	7b
Report No	BIER/32/25

The Highland Council

Committee: Black Isle and Easter Ross

Date: 10 November 2025

Report Title: Common Good Consultation on the Proposal to dispose by lease the Rosemarkie Caravan Park site

Report By: Assistant Chief Executive – Corporate
Assistant Chief Executive – Place

1 Purpose/Executive Summary

1.1 This report provides information on the outcome of a public consultation under section 104 Community Empowerment (Scotland) Act 2015 in respect of the proposal to dispose, by lease common good land known to be the Rosemarkie Caravan Park site.

2 Recommendations

2.1 Member are asked to:-

- i. **Note** the process and outcome of the consultation as contained in section 6 and 7 and Appendix 1 of this report;
- ii. **Consider** the representations and responses as set out in Appendix 2, taking them into account whilst having regard to the views of the inhabitants of the former Burgh of Fortrose and Rosemarkie during the decision-making process;
- iii. **Recommend** to Full Council (see section 8) that the proposal should be either:-
 - a) Approved subject to Sheriff Court consent; or
 - b) Rejected; and
- iv. **Approve** the responses to the representations in Appendix 2 for publication on the Council's website.

3 Implications

3.1 **Resource** - The proposal, subject to court consent, will result in the granting of a 30-year lease extension to the existing tenant (Caravan and Camping Club Limited). During the lease term, the Fortrose and Rosemarkie Common Good Fund would receive rental income, while the tenant would assume full responsibility for the repairs and maintenance of the property. The rent would be reviewed every five years in line with CPI inflation.

A lease and rental assessment has been undertaken in accordance with Royal Institution of Chartered Surveyors (RICS) standards, ensuring that the proposed terms reflect current market conditions and deliver Best Value for the Fortrose and Rosemarkie Common Good Fund.

If the proposal does not proceed, there are potential resource implications for the Fortrose and Rosemarkie Common Good Fund. Please see 'Risk' in 3.3 below.

- 3.2 **Legal** - There is a statutory requirement under section 104 of the Community Empowerment (Scotland) Act 2015 to consult prior to disposing and/or changing the use of common good property. The outcome of the consultation must be considered during the decision-making process on how to proceed with a proposal.

There is an additional requirement under section 75 of the Local Government (Scotland) Act 1973 to seek Sheriff Court consent prior to proceeding with a proposal where a common good asset may be inalienable property.

The property of this consultation is owned by the Council in terms of the Charter for Fortrose by King James VI dated 6 August 1590 and the Charter for Fortrose and Rosemarkie by King James VI dated 4 November 1592 (both were ratified by King Charles II on 20 May 1661).

Please see 'Risk' in 3.3 below.

The Highland Council Community Asset Transfer Policy includes an initial (non-statutory) Expression of Interest (EOI) stage, which enables communities to register their interest in a Council asset. The Council received an EOI from a 3rd party in relation to Rosemarkie Caravan Park after the close of the common good consultation period in relation to the proposed extension of lease with the existing tenant. While the EOI will be acknowledged it will not be followed up in the usual manner i.e. as a precursor to a statutory Asset Transfer Request. The reason for this is that the Council must follow the statutory process in relation to the proposed lease extension and the EOI has no status in relation to this process.

Further, in terms of the Local Government in Scotland Act 2003, the Council has a statutory duty to secure Best Value. As detailed at section 3.1, the proposal in front of Members has been assessed as meeting that statutory requirement.

- 3.3 **Risk** - This report is specifically in relation to the statutory requirement to consult as per the Community Empowerment (Scotland) Act 2015 prior to disposing and/or changing the use of common good property. The Council has complied with this obligation and followed best practice in conducting common good consultations.

With regard to seeking Sheriff Court consent (see 3.2 above), it had originally been considered that accepted practice could be followed to forgo this requirement if Members were minded to approve the proposal. There is no change of use implications, and the property has been alienated as a caravan park for many years. The existing tenant's lease was granted nearly 25 years ago. The proposal is a continuation of what the community is familiar with.

However, as the consultation has generated some community objections to the proposal, it is considered prudent to apply to the Sheriff Court should Members agree to proceed. This approach will increase opportunities for further scrutiny and community engagement.

With regards to resource implications (see 3.1 above), continuing with the current long-standing operator is regarded as the most efficient and low-risk option for the Fortrose and Rosemarkie Common Good Fund. It avoids disruption, transitional downtime, and costs that would arise from re-tendering the site, with no guarantee that an open market process would achieve a higher overall return.

3.4 **Health and Safety (risks arising from changes to plant, equipment, process, or people)** - All common good properties are managed in accordance with existing Council policies regarding health and safety requirements.

3.5 **Gaelic** - There are no Gaelic implications resulting from this report.

4 Impacts

4.1 In Highland, all policies, strategies or service changes are subject to an integrated screening for impact for Equalities, Poverty and Human Rights, Children's Rights and Wellbeing, Climate Change, Islands and Mainland Rural Communities, and Data Protection. Where identified as required, a full impact assessment will be undertaken.

4.2 Considering impacts is a core part of the decision-making process and needs to inform the decision-making process. When taking any decision, Members must give due regard to the findings of any assessment.

4.3 This report is the outcome of a common good consultation process and therefore an impact assessment is not required as guided by the Integrated Impact Assessment guidance.

5 The proposal

5.1 The proposal relates to a lease extension to the existing tenants of Rosemarkie Caravan Park site which is common good property. In 2004 a lease was granted to the Caravan and Camping Club to operate the site however the lease is up for renewal and new provisional commercial terms have been negotiated.

5.2 The current tenants have asked the Council to consider a lease extension for a period of 30 years which will give them the security to continue to operate the site and invest in new facilities.

5.3 A summary of the proposed lease terms is noted in 3.1. Full details were not published as part of the consultation because this is currently commercially sensitive information. Members have been informed of the proposed terms which have been assessed as delivering Best Value for the Fortrose and Rosemarkie Common Good Fund. The proposed lease terms have as yet not been approved. If the proposal proceeds, the registered lease will become a public document.

5.4 In deciding whether to accept or reject the proposal, the Council must have regard to the views of the inhabitants of the former Burgh of Fortrose and Rosemarkie (Section 104 of the Community Empowerment (Scotland) 2015 Act).

5.5 The remainder of this report describes the process and results of the consultation, to facilitate the decision-making of Members in relation to the proposal.

6 Common Good Consultation

6.1 A statutory consultation on the proposal outlined in 5.1-5.3 commenced on 4 August and concluded on 29 September 2025. The consultation document is included within **Appendix 3** of this report.

6.2 The purpose of the consultation was to allow Fortrose and Rosemarkie residents, including the community council and community groups to have their say on the proposal affecting common good property, whilst considering the following key questions:-

1. What are your views on the proposal utilising common good property?
2. Do you have any views on potential benefits of the proposal?
3. Do you have any issues or concerns arising from the proposal?
4. Do you have any additional comments?

A copy of the representations is included within **Appendix 2**. The representations are reproduced verbatim (with personal information excluded/redacted) together with the Council's proposed responses to the consultation.

6.3 The consultation was publicised via the following methods:-

- The Fortrose and Rosemarkie Community Council was informed directly on the day of the launch.
- Five community groups were also informed directly on the day of the launch.
- A consultation notice poster and document was provided to those who were informed directly, requesting assistance to publicise within the local community and raise awareness via key contacts. The Community Council for example posted information on their Facebook account to which they have 1.6k followers. They also posted information on their website.
- A consultation notice poster and document was provided to those who manage public buildings such as the leisure centre, library, and community hall (via HLH). These were displayed at the locations.
- A press release and social media posts were issued on the Council's media accounts including website – during the launch and 2-weeks before the closing date. The Council has 52k followers on Facebook.
- The Council's press release and social media posts were reported by local press outlets (Inverness Courier and Ross-shire Journal).
- Reminder emails were sent to all those who were informed directly before the closing date.
- The consultation document was published on the [Council's website](#) at the beginning of the launch and continues to be accessible.
- Members were notified on the day of the launch that the consultation period had commenced.
- A local Member attended a Community Council meeting.

A notice of consultation was not displayed at the property as this was deemed inappropriate given the site is occupied and operating a public facing commercial business.

7 Summary of representations received

7.1 Fifty-seven representations were received during the consultation period:-

- 1 community body (Community Council); and
- 56 individuals

Fifty-two responded using the on-line platform and 5 responded by email.

Of those, 54 responses were received from residents within Fortrose and Rosemarkie and 3 residents out-with.

As of 2021 the combined population for Fortrose and Rosemarkie was approximately 2,320.

7.2 The analysis document included in **Appendix 1** details a summary of the comments, themes and concerns which have been distilled from the full representations contained in **Appendix 2**. Members are asked to review both documents while considering the proposal.

Summary of themes:-

Negatives

- Concerns with the lack of information about the lease:-
 - New lease should be tendered to achieve Best Value.
 - Historic lease fee too low.
 - Lease duration too long.
 - Maintenance responsibilities.
- Concerns with the operator:-
 - Occupier has not invested in facilities.
 - Site is dated and looks unsightly.
 - Makes considerable profits from the site.
 - Facilities should be available for all users (i.e. toilets and campervan waste provision).
- Traffic and parking management issues.
- The land could be used for other purposes.
- Concerns with transparency and consultation process.
- Coastal erosion.

Positives

- No issues with the lease duration, the site has been a caravan site for many years
- Good for the local economy, jobs and tourism
- Site well managed and by known tenants
- Income for the common good fund.

7.3 The consultation received mixed views about the proposal which can be summarised as follows:-

- 25 – Against;
- 10 - Not sure/not clear;
- 6 - Supportive with caveats/partially supportive; and
- 16 - Supportive

Despite overall opinion of those who responded, similar concerns have been raised throughout. This can be seen in Table 1 with **Appendix 1**.

The issue people seem mostly concerned with was the lack of information in the consultation about the proposed lease terms (i.e., the new fees); why an open tender process has not been considered; the duration of the lease term; key performance indicators should be included in reviews; and previous fees being too low. Thirty-six people commented on these or similar points. In addition to this, some were dissatisfied with the consultation process and lack of transparency with comments being noted about the management of common good funds generally i.e., lack of community involvement how the fund should be managed and earlier input into proposals.

Nine residents commented about the lack of site investment, out-dated and unsightly facilities, and that facilities could be used for all visitors to the area (i.e., toilets and campervan waste disposal).

Hardly anyone commented about not wanting the site to continue as a caravan park. Some mentioned that the site has been used this way for many years; it is good for the local economy and a source of income for the common good.

However, approximately 8 people did note that the site, or some of the land, could be used for alternative uses and a wider strategic plan should be considered. Ideas included parking facilities as there are traffic and visitor management issues in the area and recreational facilities could benefit the local community. There were also comments about coastal erosion.

The responses in **Appendix 2** addresses some of the concerns noted in the representations.

8 Decision making and outcome

8.1 Decision making on common good proposals is delegated to the appropriate Area Committee if the value is less than 10% of the relevant common good fund. Decisions must be taken at Full Council if the value is greater than this.

8.2 If Members agree to proceed with the proposal outlined in 5.1-5.3, the value of the lease exceeds 10% of the Fortrose and Rosemarkie Common Good Fund and therefore requires Full Council decision.

8.3 Members must have regard to the views of residents documented as representations in **Appendix 2**, consider the Council's responses, and reflect on responsibilities for the Fortrose and Rosemarkie Good Fund in reaching a decision on how to proceed.

8.4 Members are asked to consider the proposal and recommend to Full Council to either:-

- Approve subject to Sheriff Court consent; or
- Reject

Members are also asked to provide reasons for the outcome.

In the event Members decide that the proposal should not go ahead, it will not be necessary to make recommendations to Full Council as this decision falls within the delegated responsibilities of the Area Committee.

Designation: Assistant Chief Executive – Corporate
Assistant Chief Executive – Place

Date: 10 October 2025

Author: Paula Betts, Common Good Fund Officer

Background Papers: None

Appendices: Appendix 1 – Consultation Analysis
Appendix 2 – Representations and Responses
Appendix 3 – Consultation Document

FORTROSE AND ROSEMARKIE COMMON GOOD FUND

CONSULTATION ANALYSIS ON THE PROPOSAL TO DISPOSE BY LEASE OF ROSEMARKIE CARAVAN PARK SITE

1. Purpose of the consultation

Complying with section 104 Community Empowerment (Scotland) Act 2015, the consultation is in relation to a lease extension proposal for a further 30 years to the existing tenant to continue to operate the Rosemarkie Caravan Park site which is common good property.

2. Number of responses received

The public consultation period commenced on the 4 August 2025 and concluded on 29 September 2025.

57 responses were received from:

- 1 community body (Fortrose & Rosemarkie Community Council)
- 56 individual residents

52 responses were received on-line, and 5 responses were received by email.

54 responses were received from residents within Fortrose and Rosemarkie and 3 residents out-with.

The views of those who responded to the proposal can be summarised as follows

- **25 - Against**
- **10 - Not sure/not clear**
- **6 - Supportive with caveats/partially supportive**
- **16 - Supportive**

3. Summary of the representations received

The analysis, which is presented in the Table 1 below, provides a summary of the themes and comments raised during the consultation period. **Appendix 2** within the main Committee Report contains verbatim reproductions of all representations received together with the proposed responses. In compliance with the Council’s data protection policy and the common good consultation guidance, personal information has been removed/redacted.

TABLE1: Summary of the comments

Against (25)	Not sure/not clear (10)	Supportive with concern/partially supportive (6)	Supportive (16)
<ul style="list-style-type: none"> • Concerns with the caravan park not using local trades people and that they make considerable profits from the site. Money should be directed to the local community. • Lease should go out to tender to ensure best value. • Concerns with the lack of transparency with regards to the lease proposal. • Operator have done very minimal maintenance and no upgrading of facilities - they make large sums of money as an organisation. • Concerns with the duration of the lease - 30 years too long. • Strategic plan for the area should be considered for other uses that will benefit the community. • Campsite is a disadvantage i.e. unattractive, issues with traffic, road too narrow for campervans. • Facilities are dated and unattractive. 	<ul style="list-style-type: none"> • Lack of information about the lease. • Duration of the lease too long. • The operators have maintained the site well. • If a fair market rent is achieved the CGF will benefit. • The operators do not employ local people and only a small number of businesses benefit. • Issues with traffic and large vehicles. • Key Performance Indicators and rental reviews required. • Coastal erosion is a problem and traffic. 	<ul style="list-style-type: none"> • Land to be freed for parking as there are issues at the foreshore. This is also income generating for the CGF. • Investment required to provide facilities for visitors and local people. • Traffic calming measures required. • Brings employment and income to the area. • Would like to see campervan waste facilities at the location for all users. • Income from rental welcomed for the CGF. • Site is well managed. 	<ul style="list-style-type: none"> • Lack of information in the consultation. Details of the lease should be made publicly immediately and details of maintenance. • Issues with the term duration. Reviews on rent should occur and community should be consulted. Key Performance Indicators should be part of the review. • Issues with traffic and visitor management in the area, THC along with the Local Place Plan should take serious action to address this. • Access to rights of way to be continued and maintenance of paths during the lease period. • Investment by THC with regards to coastal erosion including disabled beach access. • Issues with the consultation not adequately advertised and governance of decisions. Lack of engagement about why this lease was not put out to tender. • Community would like to be involved in earlier discussions about changes to common good sites. Would like to have an opportunity

<ul style="list-style-type: none"> • Campervans offer little for the immediate local economy. • Happy for it to remain as a caravan park but the rent should be increased from current arrangements. • Existing lease fees too low, new arrangements should be more. • Issues with local residents not having a say how CGF money should be spent. • Cannot see how the caravan park benefits the community. • Would like an evaluation of the value of the land. • Consultation lacking detail – no information on the lease terms. • Not happy with the present site occupiers. • Would like facilities for children to be at the site instead of a caravan park. A BMX track used to be there. • The existing operator does not give back to the community. • Site should be managed by locals. • Tourism does not benefit the area. • Issues with the consultation, lack of awareness. • Council has poor track record of negotiating rates. • Would prefer the site to be smaller to reduce visitor management pressures on the local infrastructure. • Issues with coastal erosion, flood risks and ecology damage. • Dissatisfied with the consultation, no local engagement. 	<ul style="list-style-type: none"> • Beneficial for tourism and the local economy. • No happy with the consultation process. Not enough information. • Agree it should continue to be a campsite, good for the local economy. Have issues with the lease fee for a popular site. • No issue with it continuing to be a caravan park however needs to be a sensible market rental. 30 years too long. • Would like to know if any future investments will be made to improve the facilities. • Who is responsible for coastal erosion. 	<ul style="list-style-type: none"> • Previous lease fee too low and has not benefitted the community • Should have the opportunity for community ownership but this proposal does not allow for this. • Tenants have looked after the site and cooperated with the community i.e being able to use the site as parking in the winter to support local events. • Not satisfied with the consultation process i.e. length and lack of information with regards to lease terms. 	<p>to have a say in how the funds should be used locally and greater access for groups to apply - would like THC to address this asap</p> <ul style="list-style-type: none"> • Good thing as long as set at market rates and fair return for the area. • Good for the local economy and jobs. • Visitors provide significant funds for local businesses. • Excellent use of common good land. Only concern is fair rental for the income the occupier makes. • Continuation of the site as a caravan park a good idea. • No issues with the lease duration. • It has been a caravan site for many years • The site is well managed. • Good for tourism in the area. • Benefits the local area. • Have concerns with the lease fee and facilities need to improve. • Could the site provide public toilet access for all visitors, Chanonry Point really popular. • The site is maintained by known tenants. • There should be profit sharing arrangements in the lease. • In favour of continued use as a caravan site subject to good lease terms • Income for CGF for community projects • Income to THC and not common good • Not happy with the consultation, decisions already been made. • Why same tenant given a new lease, no tendering process why?
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<ul style="list-style-type: none"> • Concern with effects on ecology. • The site disrupts the local community for 7-months of the year. • THC not maximising financial benefit. Other options should be explored with the community. • Further consultation is required on other uses like for example - Nairn. • Need more parking in the area. • Current consultation not adequate i.e. not everyone uses social media and internet. Timing of consultation and not enough time to respond. • Setting poor precedent with the management of other common good assets. • Decision has already been made about the lease. Tenant already taking booking for next year. • Coastal erosion and flood risks - has this been considered for a 30-year lease? Tenant should maintain the site and financial obligations. CGF should not be liable for coastal erosion damage. • No Key Performance Indicators in the lease. • Concerns with road safety. 			<ul style="list-style-type: none"> • Extending 30 years will give the tenant 55 years in total • Tenant should contribute to the sea defences • Not enough info in the consultation, information on the lease should be available • Only one party involved so why commercial sensitive info? • Issues with the tenant and the profits they make. • Facilities need modernising • Believe this is not best value for the CGF • Lease should be 21 years with break out clauses every 7 years. • Independent surveyors should assess and THC should refer to Audit Scotland.
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4. Summary of themes

- Concerns with the lack of information about the lease
 - New lease should be tendered to achieve best value
 - Historic lease fee too low
 - Lease duration too long
 - Maintenance responsibilities
- Concerns with the operator

- Occupier has not invested in facilities
- Site is dated and looks unsightly
- Makes considerable profits from the site
- Facilities should be available for all users (i.e. toilets and campervan waste provision)
- Traffic and parking management issues
- The land could be used for other purposes
- Concerns with transparency and consultation process.
- Coastal erosion
- No issues with the duration, the site has been a caravan site for many years
- Good for the local economy, jobs and tourism
- Site well managed and by known tenants
- Income for the CGF

Members must have regard to the views of the inhabitants of the former Burgh of Fortrose and Rosemarkie during the decision-making process.

REPRESENTATIONS AND RESPONSES ON THE PROPOSAL TO DISPOSE BY LEASE OF THE ROSEMARKIE CARAVAN PARK SITE

ID	What are your views on the Proposal utilising common good land?	Do you have any views on potential benefits of the Proposal?	Do you have any issues or concerns arising from the Proposal?	Do you have any additional comments?	Please confirm if you are	Responses
1	I'm happy with the proposal to extend the lease however could some of the land be freed up for parking? Rosemarkie Beach and the Fairy Glam are extremely popular destinations for visitors and the parking along the shorefront causes chaos on busy days. If more of the land could be given up for parking there would be an income stream for the community via the common good fund and investment could be made to keep the place beautiful.	It's fine in principle but investment is needed to provide facilities for visitors and local people.	As above, traffic causes chaos and because the campsite straddles both sides of the road, there are risks due to kids and dogs playing. Maybe some traffic calming measures and one or two passing places would help.	When planning any developments please bear in mind the impact on wildlife and the local community.	Supportive with caveats	<p><u>Lease proposal</u> <u>Lease duration</u> A 30-year lease is proposed to provide the operator with security of tenure, enabling them to plan and fund long-term capital investment in the site. Shorter leases (e.g. 5–10 years) tend to discourage meaningful reinvestment, as the operator would be unable to recover the cost of improvements within a limited period. A longer lease also supports the Council's Best Value obligations by ensuring the asset is actively managed and maintained without ongoing cost to the Common Good Fund. Such lease durations are standard commercial practice within the caravan and holiday park sector. <u>Are there break clauses in the lease?</u> The Common Good will retain termination rights should the tenant breach lease conditions, including failure to meet compliance or maintenance responsibilities, or non-payment of rent. <u>Why was the lease not tendered on the open market?</u> The lease was not tendered on the open market because the existing tenant submitted a strong financial offer, including a significant premium as part of the lease renewal proposal. In addition to the direct financial benefit, continuing with the current long-standing operator is regarded as the most efficient and low-risk option. It avoids the disruption, transitional downtime, and costs that would arise from re-tendering the site, with no guarantee that an open market process would achieve a higher overall return or deliver better long-term outcomes for the Common Good Fund.</p>
2	In general I am supportive subject to certain proposed conditions	This is a business that brings income and employment to the area. It also offers affordable means if visitors enjoying the area.	I would like the lease to state that the operator will provide water and chemical toilet disposal for campervan at a fair and reasonable cost, as well as offering this as a facility to those using the site. This is proposed to ensure that there are options available to visitors to the area choosing not to use the site and with the primary purpose of avoiding litter and pollution if the countryside (while recognising illegal emptying of chemical waste is illegal and antisocial). However, it is better to take all steps to minimise this and to allow operators to make a fair but not exploitative profit from offering this service.	No	Supportive subject to the proposed condition.	<p><u>Are there break clauses in the lease?</u> The Common Good will retain termination rights should the tenant breach lease conditions, including failure to meet compliance or maintenance responsibilities, or non-payment of rent. <u>Why was the lease not tendered on the open market?</u> The lease was not tendered on the open market because the existing tenant submitted a strong financial offer, including a significant premium as part of the lease renewal proposal. In addition to the direct financial benefit, continuing with the current long-standing operator is regarded as the most efficient and low-risk option. It avoids the disruption, transitional downtime, and costs that would arise from re-tendering the site, with no guarantee that an open market process would achieve a higher overall return or deliver better long-term outcomes for the Common Good Fund.</p>
3	hire a local warden under community council.	I have heard the current leasee makes a six figure sum and Rosemarkie subsidises all the other caravan club sites.	Not with its use but with the amount of money that could be going to community.	They bring up tradesmen from England for repairs whereas Fortrose use local trades.	Against the Proposal	<p><u>The operator has not invested in the site, facilities are dated, do they have plans?</u> This is a commercial operation, and the tenant is responsible for determining their own investment and upgrade strategy. The tenant will need to take into account the costs and obligations of the new lease when making commercial decisions regarding site improvements. It would be unusual for the landlord to dictate a tenant's investment programme, as this falls within the tenant's operational discretion. However, the longer lease term is intended to provide the security and confidence necessary for the tenant to plan and implement phased improvements over time. <u>Will the operator provide new facilities such as chemical toilet disposal for all campervans?</u> This is a commercial operation, and the tenant is responsible for determining their own investment and upgrade strategy. The tenant will need to take into account the costs and obligations of the new lease when making commercial decisions regarding site improvements.</p>
4	I think it's a good thing, as long as it is leased at the appropriate amount.	It would and does benefit the local businesses	Just the amount that should be charged for the lease, when you calculate what they are earning every year.	Just do the right thing for the area	Supportive of the Proposal	<p><u>How the proposed lease terms were negotiated prior to consultation – what does the process involve and who is involved?</u> The tenant initially approached the Council to express an interest in extending the existing lease. Following review, officers recognised that the current lease terms were outdated and undervalued. To ensure Best Value for the Common Good Fund, a rental and lease assessment was undertaken in accordance with RICS standards, applying both the comparable and profits methods to establish an evidence-based rental level.</p>
5	The lease should go out for tender and be allocated to the best offer rather than a closed door Council secretive agreement. The current lease operator have done very minimal maintenance and no upgrading of facilities . You can read the online reviews on many caravan, camping and motorhome websites regarding the antiquated toilet and shower facilities on one of the most expensive camp sites in Scotland while the Caravan Club reap huge profits with no return to the Fortrose and Rosemarkie community. They have not even filled the pot holes and puddles along the site.	It should be agreed that a percentage of the profit should be invested in the camp site and local community. Improve the sea defence, maintain the paths and roadsides in surrounding areas and make the site more attractable to visitors and campers alike. Create parking spaces for the many visitors that come to enjoy our area instead of reducing parking and penalising the visitors with yellow lines, wood barrier posts and parking fines.	The Caravan club are only interested in profit and not interested in the modernising and improvement of the facilities for the local community while we residents see our campsite fall in to disrepair.	Put the lease out for a fair tender proposal.	Against the Proposal	<p><u>How the proposed lease terms were negotiated prior to consultation – what does the process involve and who is involved?</u> The tenant initially approached the Council to express an interest in extending the existing lease. Following review, officers recognised that the current lease terms were outdated and undervalued. To ensure Best Value for the Common Good Fund, a rental and lease assessment was undertaken in accordance with RICS standards, applying both the comparable and profits methods to establish an evidence-based rental level.</p>
6	It is perhaps time to split the caravan site and use some of the land as a car park which means that parking on Marine Terrace can be completely removed.	Income from the caravan site is fine...	... But I would like to see greater benefit to the community by using some of the land as a car park. This could be charged parking. It could be combined with removal of parking at all times from marine terrace. This might have greater benefit to the community's quality of life.	No. All given above.	Only partially supportive. I believe the caravan site needs to be reduced in size and the	<p><u>How the proposed lease terms were negotiated prior to consultation – what does the process involve and who is involved?</u> The tenant initially approached the Council to express an interest in extending the existing lease. Following review, officers recognised that the current lease terms were outdated and undervalued. To ensure Best Value for the Common Good Fund, a rental and lease assessment was undertaken in accordance with RICS standards, applying both the comparable and profits methods to establish an evidence-based rental level.</p>
7	Visitors to the caravan site bring in significant funds to our community each year. Allowing this proposal to continue supports our community to thrive.	Visitors to our community provide significant funds for our local businesses.	No concerns.	I am supportive of this proposal.	Supportive of the Proposal	<p><u>How the proposed lease terms were negotiated prior to consultation – what does the process involve and who is involved?</u> The tenant initially approached the Council to express an interest in extending the existing lease. Following review, officers recognised that the current lease terms were outdated and undervalued. To ensure Best Value for the Common Good Fund, a rental and lease assessment was undertaken in accordance with RICS standards, applying both the comparable and profits methods to establish an evidence-based rental level.</p>
8	This is an excellent use of common good land - attracting visitors to the local area from all over the UK and Europe. It has to be said though that it is strongly believed that the Caravan Club do not pay a rent which is deemed to be sufficient for what they get in return. The volume of caravan and tents which occupy the common good space is significant and robust negotiations will need to be had to ensure we, the community, are getting value for money and not being exploited because the caravan club 'hold all the cards'. They do not.	Yes - the caravan park is an excellent facility and brings prosperity to certain areas of the community during the summer months.	Yes. The main concern is ensuring that any rent received is sufficient for what the caravan get in return. Compared to other sites, it is believed that the common good fund do not get as much income from this site as other areas do given prior failings by those negotiating. We need to ensure that a fair and robust income is generated by this prime site. Few caravan parks in the UK have such amazing views and immediate access to golden beaches...	Only that I do support the ongoing use of the land for camping and caravanning - as long as the community get good value from the asset that we own.	Supportive of the Proposal	<p><u>How the proposed lease terms were negotiated prior to consultation – what does the process involve and who is involved?</u> The tenant initially approached the Council to express an interest in extending the existing lease. Following review, officers recognised that the current lease terms were outdated and undervalued. To ensure Best Value for the Common Good Fund, a rental and lease assessment was undertaken in accordance with RICS standards, applying both the comparable and profits methods to establish an evidence-based rental level.</p>
9	proper use for the land	the land will be utilized to the benefit of common good fund	maintenance of the coastal protection	no	Supportive of the Proposal	<p><u>How the proposed lease terms were negotiated prior to consultation – what does the process involve and who is involved?</u> The tenant initially approached the Council to express an interest in extending the existing lease. Following review, officers recognised that the current lease terms were outdated and undervalued. To ensure Best Value for the Common Good Fund, a rental and lease assessment was undertaken in accordance with RICS standards, applying both the comparable and profits methods to establish an evidence-based rental level.</p>

Not enough information in the consultation, lease terms and fee not

10	<p>I do not believe that this represents value for money or is necessarily in the interests of the community. To simply renew the lease for an extraordinary 25 years may be expedient but ignores the need for a strategic review of the the use to which this stretch of seafront could be put to optimise the benefit to the community and other tourists.</p> <p>The area in question fronts a superb stretch of beach that should be more accessible to the wider community. The current campsite operation suffers from a number of disadvantages:</p> <p>i) It presents an unattractive frontage with a variety of caravans, mobile homes, tents and associated structures erected together with washing lines etc. ii)The reception area for arrivals to park in is inadequate causing queuing customers to obstruct the main access road.</p> <p>iii) The access road junction at Ness Road is narrow and unsuitable for Caravans and Motor Homes which are now wider and longer than a decade ago. Disruption to local user traffic and campsite arrivals/departures frequently arises.</p> <p>iv)Sanitation blocks are unattractive.</p> <p>v)Commercial waste bins are stacked and chained around the sanitation blocks in the off-season creating an industrial outlook.</p> <p>vi)Potentially in the off-season the site is prone to occupation by the Traveller community.</p> <p>The local community would benefit more if the back field of the campsite was developed for housing generating a more consistent footfall for local outlets and providing a throughput for local schools and presumably generating a community charge for the Highland Council far greater than the low campsite leasehold income currently proposed.</p>	<p>There are very limited benefits. Motorhome and Caravan owners will stock up at supermarkets in Inverness or beyond and consequently 'eat-in' rather than frequent local cafes etc.</p> <p>Investment by the Camping and Caravan club has been very limited previously and there is little incentive for them to do so in the future.</p>	<p>The area in question fronts a superb stretch of beach that should be more accessible to the wider community. The current campsite operation suffers from a number of disadvantages:</p> <p>i) It presents an unattractive frontage with a variety of caravans, mobile homes, tents and associated structures erected together with washing lines etc. ii)The reception area for arrivals to park in is inadequate causing queuing customers to obstruct the main access road.</p> <p>iii) The access road junction at Ness Road is narrow and unsuitable for Caravans and Motor Homes which are now wider and longer than a decade ago. Disruption to local user traffic and campsite arrivals/departures frequently arises.</p> <p>iv)Sanitation blocks are unattractive.</p> <p>v)Commercial waste bins are stacked and chained around the sanitation blocks in the off-season creating an industrial outlook.</p> <p>vi)Potentially in the off-season the site is prone to occupation by the Traveller community.</p> <p>The local community would benefit more if the back field of the campsite was developed for housing generating a more consistent footfall for local outlets and providing a throughput for local schools and presumably generating a community charge for the Highland Council far greater than the low campsite leasehold income currently proposed.</p> <p>Presumably a significant section 42 type agreement could be reached with a private developer to fund the construction of an esplanade on the front field of the campsite together with additional car parking to improve accessibility to the beach for all residents and visitors thus ameliorating parking issues currently experienced in Rosemarkie and also the Fortrose golf club car park.</p> <p>It is just too easy to continue with the current arrangement for the next 25 years. There needs to be an objective review of the communities requirements and the options/possibilities available other than a campsite that is past its best and which does not serve the local community</p>	<p>It is just too easy to continue with the current arrangement for the next 25 years. There needs to be an objective review of the communities requirements and the options/possibilities available other than a campsite that is past its best and which does not serve the local community</p>	Against the Proposal	<p>disclosed – why?</p> <p>The detailed lease terms and proposed heads of terms were not published as part of the consultation because this information is commercially sensitive. Disclosing it publicly at this stage could undermine the Council's negotiating position.</p> <p>The consultation focuses on the principle of the lease renewal and proposed use of the property, rather than the specific financial details. Once the proposal has been approved by Members and any required court consent is obtained, the final agreed lease will become part of the public record.</p> <p>Maintenance of the site, what will this entail?</p> <p>The lease will be on a Full Repairing and Insuring (FRI) basis, meaning the tenant will be fully responsible for the maintenance, repair, and upkeep of the entire site for the duration of the lease.</p> <p>This includes all buildings, services, infrastructure, and grounds, as well as compliance with relevant health and safety, fire, and environmental regulations. The tenant will also be responsible for insuring the property.</p> <p>Best Value - how is this determined? Other options could generate more income for CGF.</p> <p>Best Value is determined through a valuation and a broader assessment of the financial, operational, and community outcomes associated with the proposal.</p> <p>A valuation was undertaken in accordance with RICS Red Book standards, using both the comparable and profits methods to determine an evidence-based market rent. This ensures the proposed terms reflect current market conditions for similar caravan and holiday park operations.</p> <p>Beyond the valuation, the assessment also considered a range of Best Value factors, including,</p> <ul style="list-style-type: none"> •The risk of void periods and loss of income if the lease were terminated and tendered; •The proven reliability and performance of the existing operator; •The maintenance and compliance responsibilities, which under the proposed lease rest fully with the tenant; •The security of a long-term, sustainable income stream for the Common Good Fund. <p>While alternative uses could theoretically generate higher income, such options would involve a void period during transformation, planning risk, and significant capital investment, none of which have been developed or assessed.</p> <p>Key Performance Indicators should be set – why not during a review? Community should be consulted.</p> <p>This is a commercial lease, not a service-level agreement, and therefore Key Performance Indicators (KPIs) are not typically applied. Introducing KPIs into a commercial lease would effectively restrict the tenant's operational flexibility, which could reduce the lease's market value and create a precedent for bespoke, non-standard lease terms that are difficult to compare or benchmark in future transactions.</p> <p>In a commercial market, it is appropriate to allow the tenant, as the operator, to determine how best to run the business to maximise performance, provided they comply with the lease conditions, maintenance responsibilities, and legal obligations.</p> <p>The Common Good Fund's role as landlord is to ensure that the terms of the lease are upheld and that the asset continues to deliver Best Value, not to intervene in operational or commercial decisions.</p> <p>The community's views are being sought through the consultation process, which focuses on the principle of the lease renewal and land use, rather than day-to-day operational management, which remains a matter for the tenant.</p> <p>Continued public access rights part of the lease?</p> <p>Public access will remain unchanged. The public has established prescriptive rights of access through the site over many years, and these rights will continue under the new lease.</p> <p>Independent surveyors used to determine lease fees? How are lease fees determined</p> <p>Who assesses the market rents & review?</p> <p>The lease rental and terms assessment were carried out by the Council's in-house Chartered RICS Surveyor, in accordance with the Royal Institution of Chartered Surveyors (RICS) Red Book standards. This ensures the valuation process meets professional and industry-recognised standards of Best Value. The assessment used both the comparable method (based on evidence</p>
11	<p>The rental per year should be significantly higher based on the profit made from the site.</p>	<p>Increase the funds charged to improve the benefit to the community.</p>	<p>Do not allow this current payment to continue. I agree the site should remain, but it should be shared profit with the community.</p>	No	Against the Proposal	
12	<p>Absolutely appalled by the proposal. The funds raised are minimal and not beneficial to Rosemarkie and the local area.</p> <p>Personally, there should be higher rates to directly benefit the community. Considering this is one of the most popular areas on the NC500 and we are guaranteed income from tourists who value the geographical area and the natural beauty provided.</p> <p>Residents have not been consulted and you cannot make this amount of profit, with the sub par input into the local community.</p>	<p>The profit is not benefiting the local residents.</p> <p>Why are local residents not being consulted on how money is spent in the local area?</p> <p>Public areas are being up-kept by local fundraising and this is appalling as in other communities.</p>	<p>Where is the money being spent that is pure profit?</p> <p>There are no contributions to the local area.</p>	<p>This should be tendered with an accurate profit which can be distributed into the local community. Other</p>	Against the Proposal	
13	<p>I am concerned that the terms of the lease fall very short of what might be realised for the the community. This is common good land that is not generating the benefits for the community that it could. 30 years is way to long and the rent is ridiculously low given that the business is generating 100s of thousands of revenue.</p>	<p>I see very little benefit to the community and massive benefit to the Caravan Club</p>	<p>I need much more data to fully appraise this.</p>	<p>I would like to see an extension period to allow a full a transparent evaluation of the value of this land.</p>	Against the Proposal	
14	<p>I feel the whole rental needs a complete overhaul. The rent being charged is far too low. I propose a one year extension to the current lease which will give time for a full overhaul and proper consultation</p>	<p>The rental income needs to be significantly increased</p>	<p>As above</p>	<p>As above</p>	Full consultation required, short term extension of one year followed by full community consultation	
15	<p>I think continuing to use this land as a caravan park is a good idea. It has been part of the community for many years and is run to a very good standard.</p>	<p>The lease extension would give the operators the confidence to invest further in the site, which helps attract visitors, boost local economy and provide secure income for the common good fund</p>	<p>I have not experienced any problems with the way the park is managed. It appears well maintained and operated responsibly</p>	<p>I support the lease extension and hope it will allow the park to keep contributing positively to the area</p>	Supportive of the Proposal	
16	<p>I support the proposal. The land has long been used as a caravan park and is well run. As a neighbour I find it peaceful, well maintained and well managed. They have also worked hard in preventing coastal erosion</p>	<p>The lease extension will allow further investment in facilities, support local tourism and business and provide steady rental income to the common good fund</p>	<p>I have no concerns. The site is well controlled and respects neighbours and the environment</p>	<p>I hope the lease is extended so the current high standards of management can continue</p>	Supportive of the Proposal	

17	I have no issue with the land being used as a caravan site.	Provided a "sensible" market rent is achieved, this is of benefit to the community common good fund. This is a prime and very profitable caravan/camping site. One of the best in the country. Any rent should reflect this! Rent should definitely be reviewed every 5 years or fewer. Will maintenance on site be provided by local contractors (which it should be and also giving back to the community) or national contractors (no benefit to community)?	My concerns: A 30 year lease is too long. Why not a 20 year lease? What future investments will be made?? There is no scope without losing site pitches for a swimming pool, restaurant (of which there are a number within the area), a shop (site already has a very basic tiny shop, which still takes away from the local shops), what exactly are the potential investments to be made other than routine maintenance and upgrades of facilities already in existence. There is no or very little money coming back into the local community other than from the guests of the site. The Camping Club puts nothing back, staff are from the camping and caravan club giving no employment locally and moved around their various locations every year or so, shop profits go back to the camping club along with the profit from the site rentals.	Who will be responsible for coastal erosion? This should also be written into any lease with the relevant responsibility percentage. Should a coastal erosion fund be set up that the Caravan Club requires to pay into?	Until I see a lease, I am neither for nor against, however have no issue with the land, as it has been for decades, used as a caravan site.	from other similar caravan site leases within the Council's portfolio and wider market) and the profits method (reflecting the trading accounts of the site). The Council holds a wide range of comparable evidence from other Common Good and Council-owned sites, and the proposed Heads of Terms are fully in line with those benchmarks. Future rent reviews will follow the same professional principles, undertaken either by the Council's RICS-qualified surveyor or, if required, an independent valuer, using RICS-compliant methodologies. This ensures that rents remain fair, evidence-based, and reflective of current market conditions throughout the duration of the lease.
18	It's a perfect way for the land to be used and for the common good fund to benefit.	I feel the only benefit of a 30 year lease extension is to the current renters guaranteeing them the site for many years.	I feel the length of the extension to be a major issue after the current renters have been on the site since 2004 and during this time there hasn't really been much investment to upgrade the site.	I believe this camp site being in a stunning location and being very popular could benefit from investment in extra facilities to meet demand	Against the Proposal	Visitor Management The Council recognises that Fortrose and Rosemarkie are important visitor destinations which, like many popular locations, require investment to address existing pressures and maintain their appeal as high-quality tourism areas. This need is reflected in the inclusion of Chanonry Point within the Strategic Tourism Infrastructure Development Plan (2022), which identifies key 'hot spot' locations requiring investment and serves as a basis for applications to the Scottish Government's Rural Tourism Infrastructure Fund (RTIF). The Council has taken a lead role in submitting applications to the RTIF and delivering associated projects, while also supporting bids from community organisations, charities, and other groups. Although other funding streams managed by the Council - such as the Community Regeneration Fund (CRF) - are available, the RTIF has been the primary mechanism for securing investment in essential tourism infrastructure. Chanonry Point remains a priority project, and efforts have been made to identify a suitable and viable scheme. However, several significant constraints have been encountered, including limited access, land availability, and the scale of works required.
19	How can I give an answer when we don't know what terms the council has agreed with the caravans and camping club	No real benefits to the area	Yes, why put out a consultation when you have already agreed the lease with the caravan and camping club	This is just a tick box, you have already decided	Against the Proposal	Coastal Erosion Will the tenant be responsible for sea defence to tackle coastal erosion? The tenant will not be responsible for sea defences or major coastal erosion works. However, the tenant would be expected to maintain the site boundaries in good order and to report any deterioration or risks arising from coastal erosion to the Council promptly.
20	As a daily user of the pathway and adjacent beach for the last 28 years I am aware that the site is extremely well used by holidaymakers between March and October each year. The site is kept clean and tidy by the current tenants and the path along the grass is a vital resource for walkers between Rosemarkie and Chanonry Point, as the tides often result in the beach being covered. Although not a resident of Fortrose and Rosemarkie, I live only 10 minutes from the site and retention of access is very important to me as I am disabled and this is an area which provides both physical and mental benefit to me, both as a user but also in the daily social contact with other users this popular area provides.	The care and maintenance of the ground at the cost to the occupier with access to the public is the key benefit.	Firstly, the proposal should be amended to ensure the people of the Black Isle retain access across the site 365 days. Secondly, access for parking in the winter for events at the beach, including, but not restricted to, the fireworks and New Years Day swim which bring the local community together during a time where many people feel isolated due to the weather keeping them indoors. Thirdly, as a community resource, the amount paid by the tenants over the period should be commensurate with the revenue generated over and above the operating costs of the site, perhaps in a form of profit share agreement or similar. The site is very well utilised by holidaymakers, and the current annual income from this land for the people of the Black Isle seems disproportionate in comparison with the level of revenue it generates for the tenant. I would like to see this revised to reflect the commercial opportunity as well as land value changes over the term of agreement.	In the 21 years this area has been leased to the current tenant, the return for the community has been minimal, whilst the growth in the commercial revenue has been clear to see. I am a keen caravanner and a long term member of the current occupier organisation, as well as having almost 30 years as senior operations manager for a large utility company across the whole of the Highlands and Islands and I would like to see this precious land resource utilised in a way which gives the best benefit to both parties whilst continuing to care for the precious resource.	Supportive subject to a review of benefits to both CCC and local people	Coastal Erosion Has coastal erosion been considered an issue given the duration of the lease period being so long? It is regarded as a separate matter for the Common Good Fund and the Council to monitor. The lease will include provisions requiring the tenant to cooperate with any future mitigation or adaptation measures the Council may implement, but the responsibility for sea defence works will remain with the landowner, not the tenant. Highland Council's coastal erosion adaptation plan The Regional Coastal Change Adaptation Plan (RCCAP) provides an overview of communities and assets at risk within The Highland Council area, in relation to climate change, sea level rise, increased coastal erosion and flood risk now and into the future. The Regional CCAP, identifies those locations that are least resilient and develops an adaptive pathway approach to address these risks over time, whilst recognising the inherent uncertainty, surrounding current knowledge and data gaps associated with climate change. This plan provides a framework for the Highland Council to support coastal communities adapt and become resilient over time. The plan should underpin our local development plan and steer future development away from risk, whilst safeguarding locations that could provide opportunities for such things as asset relocation or space for coastal retreat. Within the RCCAP both Fortrose and Rosemarkie score highly for flood risk and erosion and both are considered to be amongst the areas at highest risk from climate induced changes at the coastline by 2050 in The Highland Council Area. Whilst, Rosemarkie scores are higher for erosion, Fortrose shows higher scores for flood risk. At Both locations there is a potential for an increased number of properties and road length to be impacted by either mechanism by 2050.
21	I agree it should continue as a caravan park	Brings a lot of visitors to the area who support local jobs and small businesses	No	No	Supportive of the Proposal	
22	There is insufficient detail to make a sound judgement on this proposal. The current tenant needs to be clearer with the community regarding the investment they will undertake in return for the lease. Community benefit should also be considered as a rental for land does not equate to the profit that the tenant will generate from the site. Instead, they should be asked to return a share of the operating profit to the community. Also I question why this has not been put out for a tender that invites applications from other prospective users of the land.	Cannot see any benefits.	As above, process needs more transparency and for the tenant to provide more back to the community,	No	Against the Proposal	
23	I feel additional revenue is very much needed from this. I don't object in principle to the campsite using the land but a robust and significant charge should be made and funds made available for improvements to the infrastructure and amenities available in Fortrose for its residents.	Potential significant income for the local area.	I have concerns that a peppercorn rent style proposal might be given and I do not think this would be in the best interests of the community. A full and proper consultation should be held in my opinion	No	I feel a full consultation needs to be held, I don't think this is sufficient.	
24	I absolutely agree the land should continue to be used for as a campsite as currently is in place.	The proposal brings much needed tourism to the area and will benefit local businesses as well as local jobs which are a scarcity.	I have a concern that while the proposal states "market rates" that this goldmine of a facility will not be fairly priced and the Caravan and Campervan club will continue to charge huge fees (upwards of £50 for pitch) but will not be paying a fair amount to the common good. The council must be willing to get the very best deal possible, there are many vendors who would gladly pay higher than the current amount of rent AS WELL as pay for maintenance. The value MUST be fair and greater disclosure on the amounts charged. Previous councillors have declared it breaching confidentiality, but this is a public matter with a government agent, there must be complete transparency.	No	Not sure	
25	Allow the present tenants to extend their lease	Valuable tourism	None	Nope	Supportive of the Proposal	Note: The assets focussed on at the RCCAP level are residential and non-

26	I think that the term of 30 years is excessive and if the proposal is to go ahead it should be on a much shorter lease with a more regular review	The impact on local economy is minimal and it does not create local jobs	The level of traffic resulting from the caravan and camping park is too much for the current road system. The verges are in very poor condition and the road is effectively a single track road with no accessible footpath or pavement to provide safe access. People in wheelchairs, mobility scooters or those with prams are at risk due to this issue and the volume of traffic throughout the year is increasing tenfold. There is already a camp site in Fortrose which would seem like adequate provision of camping space for The Black Isle and I think the site should be used for other recreational purposes and additional parking which would provide some income for the Highland Council. Campers would appear to add minimal investment to the local economy, arriving mostly in large motor homes with their own food bought in large supermarkets rather than local shops and using Rosemarkie as a base to explore the Highlands. We need to take some time to consider the adverse impact of the number of camper vans in The Black Isle and control their numbers as we are struggling with overpopulation of campers.	The individuals who run the camp site on behalf of the Camping and Caravan club appear to make little effort to integrate into community life and would appear to actively discourage locals from accessing the green space during the open season. The attempts to divert walkers towards the sea wall presents a risk to walkers as the ground is even and appears to favour the campers over those who live in the village.	Against the Proposal	<p>NOTE: The assets focused on at the local level are residential and non-residential properties, road and rail. It was considered that these assets would have the most significant impact on communities.</p> <p>For the future Local Coastal Change adaptation plans (as and when resource becomes available), other assets will also be considered such as utilities, heritage sites and environmentally designated locations amongst others.</p> <p>Traffic Issues</p> <p>A Temporary Traffic Regulation Order (TTRO) was put in place in the area to enforce parking restrictions to manage the issue, whilst this allows time to process a Permanent Order – this should be implemented over the winter period. Since the TTRO was in place, parking enforcement officers have attended the area as a matter of routine as well as responding to complaints received from residents. Between the 1st of March and 31st August 2025, 63 penalty charge notices were issued on Marine Terrace.</p> <p>Other opportunities explored/considered for the site</p> <p>A strategic review of the site, including a change of use for other community purposes/facilities has not been undertaken as currently there is no evidence to suggest that there is a need or desire for an alternative use. The site provides adequate income generation opportunities for the common good fund on a commercial basis. The money generated benefits the communities of Fortrose and Rosemarkie. The consultation proposal is a continuation of this under a new modernised lease.</p> <p>While alternative uses could be explored however such options would involve a void period during transformation resulting in the loss of income for the common good fund and significant capital investment would be required to implement new alternative uses.</p>
27	That common beach access isn't restricted.	No	Common beach access continues,	I live in Rosemarkie and notice more dog mess and litter in holiday season. It would be good if there were more bins around the park.	Supportive of the Proposal	
28	This lands needs to be run and managed locally to enable local job creation and money raised to go back to community funds	As a local with extended family living local it would be of huge benefit to see this asset being utilised in such a way that community structure could be improved through funds raised	I have no concerns and can only see gains from this being community run	It is long overdue that these changes come to fruition	Supportive of the Proposal	
29	The caravan site has taken area of land and is using this as a dog walking path which was used for years as a Bmx track but the kids of Fortrose and Rosemarkie, myself included. This is now lost to the odd dog walker who have the beach to use. Why can a Bmx / pump track not be installed again instead of this waste of land with the income used, this would benefit the local kids and also family's from the caravan site.	Where does the money go as the village can't even afford to repair the beach path at the cafe, this is one of the most profitable caravan sites in the UK, the lease should be above average rates.	The rate should be above average for this site as the villages see no benefit to this asset, if there is no tenant then the village would be no worse off.	no	Against the Proposal	<p>Governance of CGF</p> <p>The use of funds</p> <p>Transparency regarding use of funds is outlined in the Common Good Fund Policy and quarterly financial monitoring reports being presented to the next available Area Committee together with any other reports (budget setting, annual reports and specific item reports) that may be appropriate. As far as reasonably possible, funds are allocated against essential expenditure first (essential upkeep of assets) with any surplus being applied for discretionary expenditure (non-essential maintenance, investment to grow the relevant fund and grants).</p> <p>As part of the budget setting process a decision is made as to whether the fund will be open to grant applications that year and, if so, how much will be set aside for this purpose. Any grant application must show how the project is going to be of benefit on a community wide basis.</p>
30	I think it should be put out to tender so some one local gets it and not a company that does want give back to the area	As above	Yes- why should the caravanning club Get it for so little ? Give it put to tender so some one local can get and give back to the community.	They didn't even give money to a local school when asked but can compensate other of their sites from this area and we get nothing it absolutely observed !	Against the Proposal	<p>Community involvement</p> <p>The Community Empowerment Scotland (2015) Act, specifically section 104, allows community involvement with regards to proposals affecting common good assets. Local Authorities must first consult with the relevant community on change of use and/or disposal (lease of more than 10 years or sale) via a consultation process.</p> <p>Elected Members must have regard to all representations made within the process when reaching a decision in respect of the proposal. However, as custodians of the common good fund, the final decision rests with Elected Members after consideration of the information received and there is no requirement to seek the prior agreement of other community bodies such as the Community Council.</p>
31	I find the way the proposal has been worded completely incomprehensible, and don't feel this is a proper consultation at all.	Maybe I would if it had been clearly explained.	As above.	Makes a mockery of "consultation"	Not sure	
32	I am against the proposal to lease Rosemarkie Caravan Site to the Caravan and Camping Club for 30 years.	I do not think there are benefits to the local community from this proposal	The CACC pays a very minimal amount for the lease of this Common Good land compared to the income derived. The Club use their own employees not local and income goes directly to CACC not to a local enterprise. When the Council first decided to lease the ground to this organisation I was against it and my views have not changed. The site should be managed and run by local people with income staying within the local area which would be for the good of the community. 30 years is far too long a timescale and us effectively giving away Common Good land.	No	Against the Proposal	<p>Consultation Process</p> <p>Common Good Guidance, lack of advertising, why not site notice, timing of consultation</p> <p>The Council has followed Scottish Government Guidance with regards to complying with section 104 of the Community Empowerment (Scotland) 2015 Act. Section 6 of the committee report details information how the consultation was conducted and advertised.</p> <p>The consultation was launched on the 4 August and concluded on the 29 September and therefore the 8-week statutory period has been complied with. The consultation avoided the summer recess period i.e. when The Council and Community Councils do not conduct business/committee meetings during July.</p>
33	If significant improves are made to support the area and local residents to live here safely alongside the added traffic then it is a good use.	For the area, it is beneficial to local businesses to see this extra tourism.	I am concerned about the continuing degrading bank adjacent to this site and the foot traffic this continues to pull. If suitable provisions are provided to support the bank and protect the area then these issues possibly wouldn't be concerning. I also worry how busy the road through this caravan site and the access to it becomes in peak season. The junction to turn down towards this particular caravan site is a blind spot and often used by children, walkers, cyclists and golfers - caravans and campervans who do not know this area are often pulling out quick or fast along the road at the caravan site and I am concerned a accident could possibly happen. It is often difficult to get through this area as a whole in peak season due to how little passing areas there is and how irresponsible drivers can be. A significant issue that needs highlighting.	N/A	Not sure	
34	I'm in favour of giving a long lease to the caravan site	The site is highly beneficial to the area	No major concerns. It's a well managed site	No	Supportive of the Proposal	
35	The community should have been invited to explore ownership of this land in advance of any new lease being made available. As such, it has made any such prospect more difficult. This Common Good land belonged to Fortrose and Rosemarkie Town Council and is a community asset that should be generating money to reinvest directly within the community. Even at the current lease rate of <£7k p.a. over a significant term, the community has not seen that level of reinvestment. I have no issues with the lease of the property, but 100% of the proceeds should be given to the community.	The camping and caravan club have looked after the site well and worked cooperatively with the community, for example using the site for additional parking for the community fireworks night. They are a good neighbour and keep the place tidy, and are therefore a good candidate for the lease.		I do not feel that this consultation has been carried out correctly. The information provided in the consultation was very lacking and makes it difficult to know whether or not the proposed disposal by lease is good or bad: How much £ was the old lease? How much £ is the new lease? This has meant a number of FOIs have had to be submitted by community members just to try to figure out whether the proposal is good or not. Further, this consultation should have been carried out well over a year ago giving sufficient time for the community to respond. As such, we're being told that the decision will be made in a couple of months, which is just not long enough. I would ask the Highland Council to please extend the current lease by 12 months and give the community enough time to discuss and review the matter properly, so this can be a more constructive process.	I am note averse to the lease, but more time is required to consider the implications.	<p>The consultation decision-making process has not yet concluded and therefore what has been put forward for consideration and community feedback is a proposal. The proposal seeks views of the community for the site to continue to be used as a commercial caravan park to which it has been for many years. This will generate income for the common good fund. There is no change of use implications, hence why it is a disposal (by lease) consultation only as there is no change and therefore familiar within the community.</p> <p>The lease terms are a proposal and therefore has not yet been approved/agreed. Members have been consulted on the details of what the lease term proposal entails.</p> <p>Full details of the proposed lease terms are commercially sensitive information and therefore were not disclosed in the consultation</p>

36	The caravan site is currently well-maintained and provides economic benefits to local businesses. However, two points should be considered: first, there needs to be a significant increase in rent charged to tenants, with the aim of reinvesting that money back into the community. Second, encourage tenants to employ local residents to manage the site. This would create job opportunities for people in the area (who also possess valuable knowledge about the local community that could enhance the experience for visitors).	The site is well managed and should continue to operate as a campsite, along with the rental and employment opportunities mentioned earlier.	Increased rent directly invested in the community, potential for employment opportunities.	Could a new rental agreement include provisions for public toilets? This may help address some of the issues related to visitors at Chanonry Point.	Supportive of the Proposal	Information and details were not discussed in the consultation document. If the proposal is approved, details will be registered and will be publicly available. The consultation document however clearly states that rent has been assessed and set at current market rates and will be reviewed every five years to ensure they are set at the correct levels. This has been assessed/set by Highland Council Surveyors. There was a similar common good consultation proposal in respect of a 30-year lease disposal of the Fortrose Caravan Park in 2020. With regards to transparency, the proposal along with the outcome of the consultation will be discussed at the Black Isle and Easter Ross Committee. Papers will be publicly available prior to the meeting, and the recording of the meeting will be available on the Council's media channels.
37	I would be happy to lease again to the current tenants as long as a market rate is achieved, and when it is reviewed, it is with "open books" by the tenant (ie showing returns).	Other than this seems to be a formula (tenant-wise) of 'if it isn't broken don't try and fix it'. And it isn't broken - all works well as it has done for years, and I'm sure local businesses are used by the users of the campsite.	No	No	Supportive at the right £	
38	The common good land currently leased by the Camping & Caravanning Club should be put out to competitive tender. The current rate of £6,800 per annum is not achieving anywhere near the true market value, & it should be put out to competitive tender with adequate notification given to any & all potentially interested parties. The term of lease being set at 30 years is a major long term commitment, on both sides, so the price & structured annual incremental increase should be more beneficial to the local area that it currently is. Rumours have circulated regarding a one-off payment to be made by the Camping & Caravanning Club to compensate for underpayments on the previous contract have no place in a fair, competitive market. If it is true, this would feel like a very shady 'incentive' to discount any other interested parties.	I cannot see any benefits in taking a decision that removes all competitiveness & fairness from the process. I am completely opposed to a non-competitive tender process.	The Camping & Caravanning Club are clearly well aware of the value of the Rosemarkie site to their business, & aware of the bargain price they have paid previously. Competitive, properly managed, fair tendering process is the only professional & honest direction to go - There is no other way to correctly achieve true market value.	The word 'tourism' seems to abound in every interaction regarding local issues here. Tourism is of no benefit to me or my family, as it will not be for many others locally. Getting the best deal financially should benefit the Common Good Fund & enable essential works to be carried out that will benefit our community better. Bear in mind also the huge amounts of money spent in recent times to repair the sea defences - monies that do not come from The Camping & Caravanning Club, who made no contribution although their section is usually the first to be repaired to ensure that all is good for their season. I doubt that an annual rent of £6,800 covered even a fraction of these costly repairs, but even this peppercorn rent would have been lost to the Common Good Fund & the local communities who need it. For example, completing the road traffic & parking works in Rosemarkie to stop illegal parking & the very dangerous practice of people coming here & blocking driveways & foot pathways (Marine Terrace IV10 8UL). These works began several years ago with double yellow lines, but we still await single yellows & adequate signage. We try to let illegally parked motorists that they are liable for a ticket, but invariably get a volley of abuse in response.	Against the Proposal	
39	Without knowing the figures proposed how can a decision be made. In 25 Years the last lease went from £4,000 to £6883, totally inadequate and a great loss to the common good fund	No benefit unless a substantial increase in rent and lease includes improvement to facilities. No local jobs created because wardens are members of the camping and caravan club from outwith the area.	The consultation is a farce. Notifications not in Library and other areas in time, relying on social media disenfranchises community. The C&C club are already taking bookings for next year and ward cllr said deal to be rubber stamped at November meeting.	Highland Council have poor track record in achieving market rent in the past. Contract should have been put out to tender earlier this year to achieve a competitive rate with the chance for a local body to take over.	Against the Proposal	
40	Broadly, I'm in favour of it, subject to conditions below	It maintains the site, managed by known tenants who do a good job of running the site.	I am ONLY in favour if the Council achieves a market rate for the lease, unlike the peppercorn rent charged under the current lease. Preferably there should be an element of profit-sharing. I assume all existing rights of way, access etc will be maintained.	No	Supportive of the Proposal	
41	fine as long as the impact of tourism doesn't become an issue to village life - one problem with increase of tourism is simply Rosemarkie cannot cope with traffic. I would prefer to see the caravan park reduced in size to one main field beside their reception building this would less impact to locals and surrounding areas in terms of erosion and infrastructure, the road along the front in Rosemarkie is not in the best condition and it will be impacted by the increase of heavy vehicles. This wouldn't affect local revenues and certainly wouldn't a massive company like the Caravan Club.	apart from economy - none, the beach head is eroding	see above	.	Against the Proposal	
42	It depends on how much the caravan park pays for the lease as their prices are extortionate if you're not a member; all the money goes to Coventry, why do they get 30 years when the Golf Club only get 20 years? I think 30 years is too long as inflation will lead to them increasing their charges while not increasing their payment to the Common Good Fund.	Some of the visitors may contribute to the local shops along with local restaurants.	They don't appear to contribute to the upkeep of the grass verges and don't contribute to the coastal erosion!	Some of the land the	Against the Proposal	
43	I agree that it's a good use of common land. However, preventing tourist from using the public toilets seems less than ideal for a business involved in hospitality.	The caravan site does increase sales in local shops.	None other than making it conditional on providing a toilet accessible to all.	No	Supportive of the Proposal	
	This is a disgraceful consultation and proposal with no active engagement with the local community who gain very little from the ridiculously low funds that are gained from this proposal. A 30 year lease is a total denial for the community to have any input into future plans for this area and safe sustainable ecological plans. There is an opportunity for this to become a community owned site, gaining employment for local people and protection of the coastline. The coastline WILL continue to deteriorate. We the local community and wildlife have to suffer the increase in pollution from people moving about in vans. There is so little financial benefit to the community but may inconveniences. It can remain a campsite but run for local potential of employment and skills development for youngsters. Whoever thinks that 11k a year for 30 years is good for the community? How much does the CCC make in profit without putting anything back to community or their facilities. This is a disgraceful agreement	There are NO benefits for people who live here having their lives disrupted for 7 months of the year	See above...Highland Council are not maximising the financial benefit for the local community or affording the community the opportunity to gather muster and interest in a different local approach to providing camping facilities	I could go on but HC should explore other options with community.	Against the Proposal	

45	That further consultation should be made, Not to just keep the caravan park. The need for a play area by the sea, like Nairn beach would be good for the locals, as well as visitors. There needs to be more parking facilities, as there's no where to park in the height of the season, and families from Muir of Ord, or wheelchair users cannot get close to the beach. The caravan park If kept should pay a substantial up to date rent so that local facilities can be improved. Money should be ploughed back into the local council for the good of the village.	I don't see any benefits of keeping the caravan park as we could have better parking, play areas and toilets etc for us locals.	Yes, we need more time and much better , broader consultation. There are a lot of people who don't use the internet or social media.	To not give the caravan park the go ahead, and much better consultation arranged.	Against the Proposal
46	My view is that the Proposal should NOT go ahead in its current form. Please see my concerns listed in point 7 below.	I see no benefits unless the Proposal is significantly changes as per my concerns listed in point 7 below.	I wish to formally object to the Proposal in its current form because of the following concerns: 1. E ase Duration - A 30-year lease is excessively long and would restrict the community's ability to adapt or reconsider the best use of this land until 2056. o A shorter lease term (e.g. 10 years) would balance tenant security with the need to safeguard future generations' flexibility. 2. B ack of Transparency on Market Rent o The proposal states that the rent will be set at "market rates" but no independent valuation or supporting evidence has been provided. o W ithout such information, the community cannot be assured that the Common Good Fund will receive fair value. o The Council should publish a professional, independent valuation of the site before any decision is made. 3. N eed for Open Tendering o The lease has been negotiated directly with the existing tenant, without any opportunity for competition. o F or transparency, fairness, and to maximise the income to the Common Good Fund, the lease should be offered by open tender. o O ther responsible tenants may be willing to offer a higher rent and greater investment in community benefit.	4. D uty to Maximise Community Benefit o C ommon Good property is held in trust for the benefit of the local community. o G ranting such a long lease without open competition risks undervaluing the asset and limiting the Fund's potential. o I t is vital that any disposal of Common Good land demonstrates the greatest possible return and benefit to the community. 5. P recedent o A pproving this lease under the current terms would set a poor precedent for the management of other Common Good assets, undermining transparency and accountability. Conclusion I urge the Council to: • P ublish an independent valuation of the site. • R econsider the lease duration, reducing it to a more reasonable and flexible term. • O pen the lease to competitive tender to ensure the best outcome for the Common Good Fund and the community. Until these steps are taken, I do not support the proposal in its current form.	Against the Proposal
47	I think 30 years is abusurdly long time and It should be made public what they earn and what we get ! What are they going to do for the community ??? why don't they use local businesses and hire local people to run it !	they have not stated what they plan to do except upkeep in a property that is so profitable they use the money they make in our community to support their other sites !	YES ! too short a consultttion and not enough information on COMMON GOOD LAND !!	Please do not proceed with this ...It is grossly unfair to the community ! and very unpopular	Against the Proposal
48	It is difficult to form an opinion due to lack of information related to the lease. From FRCC, I understand a lease premium and rent have been offered by the CCC, without knowing what these are, it is difficult to say whether I am supportive. 30 years is a long time and an attractive lease premium now, could be far outweighed by maximising the rent by offering the lease to tender.	The CCC have, on the whole, maintained a tidy site. If a fair, market value rent has been agreed, the Common good funds will benefit	The CCC do not employ local people therefore no benefit to local employment. Only a small number of local businesses benefit from the type of tourists that come to the site. Most people in their own touring accommodation stock up at supermarkets before they arrive. Large vehicles cause traffic issues in the villages. The size of vehicles allowed on site should be restricted to take this into account. The 30 year lease is far too long without KPIs as well as regular rent reviews. Part of the lease agreement should ensure that the CCC upgrade the toilet/ shower facilities, maintain the coastal path and improve access to the beach. Over winter, the large bins are stored in an unsightly manner and often blow over. A purpose built, attractive bin storage is required and should be a condition of the lease. Coastal erosion is a concern. The rental income must benefit local causes and not just be used to protect the campsite.	The consultation has not been carry out well. Using Facebook and local news will not reach everyone in Fortrose and Rosemarkie. I know that notices in the leisure centre and library were not displayed until half way through the consultation (if at all). It seems that the Highland Council see this lease renewal as a done deal before the consultation has finished. We as residents, are having to put a lot of trust in HC to have achieved the best deal, when the track record for managing and leasing common good land is not good. We also have to trust that the funds raised are used appropriately	Not sure
49	The Council have not provided enough detail when asked to do so to allow members of the community to make an informed decision on the proposal. Despite repeated email requests Council employees have hidden behind commercial sensitivity and annual leave!	This is not to the benefit of the community unless there is a proper consultation with us.	1. That the comparator sites have not been disclosed and independently valued to ensure best value. 2. The Council have not conducted a proper consultation 3. An open market tender would result in a higher return. 4. That according to a local councillor in August at the FRCC this was already 'a done deal to be rubber stamped', therefore meaning the consultation was pointless. As the community had not had an opportunity to express it's opinion. This is evidenced by the fact that the tenant is already taking bookings for next year beyond the end of their current lease term.	I would request that a lease extension is granted for a year and a proper consultation takes place. This one is null and void	Against the Proposal

50	<p>Community Council</p> <p>The proposal is missing key information regarding the maintenance, upkeep and long term benefit to the local community and as such, we advise that the long term length of the lease of 30 years has been the cause of serious debate and whilst aware of the potential commercial security this can bring, the length as proposed is only acceptable to the Community Council with the promise of 5 year reviews on the full annual rental amount and the conditions of the lease. This is in conjunction with the community to be provided the opportunity to present any concerns as part of the review process. We also propose the inclusion of Key Performance Indicators to allow for a defined measurement of success to be conducted at each five-year review.</p> <p>Fortrose and Rosemarkie Community Council ask that the full lease and market rent details be published in full immediately and that the details regarding provisions to carry out upkeep and continued maintenance on the site are made available as soon as commercial sensitivities allow.</p>	<p>Regards the Highland Council's own responsibilities that are linked to the Common Good disposal lease for both sites, whilst the Campsite and Golf Course are long standing businesses that benefit the local economy, the increased traffic and access requirements for large vehicles, campervans and caravans does cause concern to residents, we request that in conjunction with the Local Place Plan, serious action is taken to ensure that tourism in the area is well managed and roads are viable for this traffic load along with traffic calming measures being installed on the main access routes to the two sites as part of the overarching proposal regarding the disposal of the lease. Alongside this, continued investment, protection and maintenance of footpaths, the public right of way across the sites and access must be continued and ensured over the total length of the lease. We expect the Highland Council will make a continued long-term investment backed by funding to ensure the protection of the seafront and improved access for all, including disabled beach access.</p>	<p>There has been extreme disappointment in the consultation process that has been put in place for this lease extension proposal and the manner in which it has been run by the Highland Council. The process in which the Common Good publication and administration has not been transparent and we would like to register our deep unhappiness with the process and raise grave concerns regarding the legality of the consultation process as it has been carried out. The lack of specific details, rental income amounts and detailed real benefits of the Common Good lease disposal for both sites from the initial publication of the proposal has led to distrust that the best interests for the Common Good fund and the local community were not taken into consideration, and it has taken numerous correspondence and discussions to alleviate only some of these concerns in the weeks since this was first published.</p> <p>We thank the Black Isle Ward Councillors for their involvement and in their communications with Fortrose and Rosemarkie Community Council showing they have been open with the local community whilst being severely curtailed in what information could be presented due to supposed commercial sensitivities. The involvement of the officers involved in this process is noted and whilst we have received responses to certain information requested from certain officers in the Ward Management and Common Good teams, the issue with the lack of local publication at the affected sites and at the local library and town hall has been a negative note on this which has only hampered knowledge and publication of this issue locally. Again, due to the way in which the Highland Council has carried out this consultation, we believe that local residents have been failed by this consultation process. The lack of engagement and explanations as to why this lease was not put out to tender has also been raised as a concern.</p>	<p>Following discussions and a majority vote with serious reservations from some Community Councillors, Fortrose and Rosemarkie Community Council has voted to agree to support the planned Common Good Lease Disposal of the Rosemarkie Campsite and Fortrose and Rosemarkie Golf Course Car Park, as detailed in the Common Good disposal of lease document presented by Highland Council with the below comments noted.</p> <p>Fortrose and Rosemarkie Community Council agree to support the planned Common Good lease plans as proposed in the Common Good Consultation plans. However Fortrose and Rosemarkie Community Council is disappointed with many aspects of this process and make the following comments to be noted and responded to as part of the consultation process and in the upcoming further discussions with the Black Isle Ward Councillors and Highland Council Common Good team at the forthcoming Black Isle Ward Committee meeting.</p> <p>We would expect the Highland Council would support the request for the community to be involved in any future significant proposed changes to both sites to ensure these are protected for the benefit of the Common Good and local community. Fortrose and Rosemarkie Community Council notes the diversity of opinion within the community over the Highland Council's approach to the statutory consultation, but notes the unity of purpose in seeking the best outcome for the community, and protection and maximisation of Common Good funds for use within the Black Isle and to the specific benefit of Fortrose and Rosemarkie residents, visitors and businesses alike. Given that the Common Good fund is expected to benefit from a financial gain following the Disposal of Lease, we would demand improved access for local organisations to apply for use of these funds to the benefit of the local community and the way this fund is accessed and funds provided to be revised and improved. We expect action on this matter and for details on how this decision will benefit the local community to be published as soon as possible.</p>	Supportive of the Proposal
51	<p>The proposal fails to discuss the ramifications and allocate responsibility for effects on the Rosemarkie Common Good property of weather conditions or climate change. The North Sea shore has a substantial history of damage and environmental change in the storms of the recent past. That environmental change is likely to increase between 2026 and 2056.</p> <p>1. The Council should secure expert geological opinions on: a. the historical changes in the Rosemarkie shoreline and beaches in the past; b. the prospects of the Rosemarkie shoreline in the coming 30 years.</p> <p>2. The Council and common good funds: a. should not assume the risk of environmental damage to the shoreline; b. The lease agreement must clarify that the lessee assumes all financial obligations of maintenance of the common good property as a campsite.</p> <p>3. The Council shall not warrant in any way that the property will remain environmentally appropriate for campsite functions during the term of the lease.</p>	<p>The common good functions of the beach are not simply financial. The property is an asset that belongs to and should benefit the community as well as tourism.</p>	<p>The proposal fails to discuss the ramifications and allocate responsibility for effects on the Rosemarkie Common Good property of weather conditions or climate change. The North Sea shore has a substantial history of damage and environmental change in the storms of the recent past. That environmental change is likely to increase between 2026 and 2056.</p> <p>1. The Council should secure expert geological opinions on: a. the historical changes in the Rosemarkie shoreline and beaches in the past; b. the prospects of the Rosemarkie shoreline in the coming 30 years.</p> <p>2. The Council and common good funds: a. should not assume the risk of environmental damage to the shoreline; b. The lease agreement must clarify that the lessee assumes all financial obligations of maintenance of the common good property as a campsite.</p> <p>3. The Council shall not warrant in any way that the property will remain environmentally appropriate for campsite functions during the term of the lease.</p>	<p>There should be full disclosure of financial consequences.</p>	Against the Proposal
52	<p>O object to the proposal and request a 12 month extension to allow a full and lawful consultation with the community on the following basis: The consultation document provides scant detail regarding the offering and does not provide any clarity regarding improvements on present arrangements or quantify contribution to the community; There is failure to follow the published Highland Council process for Consultation (published Februray 2020) in full, which include the four Gunning Principles; The FOI's advise that there are no KPIS within the proposed contract to invest as this is a tenant based decision.</p>		<p>The proposal does not address the impact upon the road safety, maintenance of the site and ongoing investment.</p> <p>How can market rate rent be assured without engagement with other providers and sites which are similar?</p> <p>The Highland Council have demonstrably failed to meet the requirements of the Gunning Principles that define a fair and legitimate consultation as set out below ie "for buildings and land it will put up notices on or near property and in locations where normal notices are normally notified"</p> <p>The Formative stage - the consultation did not happen during the formative stages Sufficient Information - inadequate information was provided within the Public Consultation notice to enable the community to formed a considered decision; Adequate time - consultees need sufficient time to review the information , consider the proposal and formulate a thorough response. The Council states the proposal will be publicly available and accessible for 8 weeks to allow for consideration and representations to be made. The information was not published in a timely and consistent manner to the majority of teh community.</p> <p>The original notice was published on 4th August 2025 in the local press and was not made available to the Leisure Centre or Library until 3 September. The notice has not been displayed on the Highland Council Notice boards within the Library to date (photographic evidence is available) between the library and theatre. No notices were displayed near the Rosemarkie campsite.</p> <p>Such a disjointed and shortened communication process places and unfair burden upon the residents.</p> <p>The consultation period was advertised during the summer holiday period.</p>	<p>The entire consultation process including provision of information via the Common Good Office and via FOI's was inconsistent and light in information.</p>	Against the Proposal
E1	<p>As a resident of Fortrose for more than 60 years I strongly go against renewing the lease to the Caravan and camping club organisation. The lease should be put on the open market like any other lawfull bidding for contract / lease agreements. A closed deal between Highland Council and the Caravan club does not sound like it is in the best interests for the residents of Fortrose and Rosemarkie who own the right to the campsite. Many businesses and local individuals would be very interested in running the campsite in a more beneficial way to support our community.</p> <p>The Caravan club organisation have not reinvested or upgraded the site and are only interested in the large profits to be made at our communities expense. Fortrose Caravan site on the other hand have done many improvements and upgrades like hard standing pitches and installing Disabled toilet and shower facilities at the lease holders own expense. (Out of their profits). Rosemarkie caravan site have not even filled in the potholes or done any upgrades or even get involved in the costal errosion costs. They do the minimum of maintenance to the site which is very disheartening. Our roads and pavements</p>				Against the Proposal

	<p>are full of weeds and potholes while the Highland Council spend money on Anti Tourist and Anti visitor barriers and yellow lines and restricting parking for everyone. As a local I would like to see more welcoming projects which could be funded by the Caravan site profits instead of going to Caravan Club shareholders. So a 30 year contract would be disastrous for our community.</p>		
E2	<p>Potential Benefits I consider that potential benefits that could arise from the lease of the caravan site are: Financial income for Fortrose and Rosemarkie Common Good. Incidental business for local shops, restaurants, hotels and public houses. Vibrancy to our community in the summer months.</p> <p>Issues or concerns arising from the Proposal. My primary concern with the proposal is that the site is at a considerable and increasing risk of erosion or inundation by the sea requiring large expenditure on its protection. The cost of such expenditure could be significantly more than any return from the lease of the site, or such protection could become no longer practicable. The Common Good would become unable to meet its obligation to provide the site as required by the lease. Note that the gabions installed not long ago are now in poor condition and will likely need replaced with something more substantial such as rock armour in the near future. The existing buildings on the site provided by the Common Good are old and need significant refurbishment or replacement at considerable cost. Access for the right of way between the campsite and the beach needs improvement and maintenance. Many of the visitors to the site bring dogs with them that sometimes cause nuisance to other users of the beach. Dog faeces, either in bags (or not) are often left on the beach. The community is being asked to respond to the proposal without being in possession of many of the key factors concerning the proposal.</p> <p>My views on the proposal A lease of 30 years seems overly long. It ties the Common Good to a proposal in which the circumstances upon which the lease is based could significantly change. The Common Good may find that it no longer wished to let the area for a camp site, or see another more appropriate or beneficial use for it under different circumstances. The last lease of 25 years tied the Common Good to a hopelessly inadequate income from its lease to the Caravan Club. There is a growing trend for holidaymakers to come to the north of Scotland for their holidays and the returns from use of the site are likely to increase. I suggest a maximum period of 15years would be more appropriate. Your consultation document refers to agreeing a market rent. I am concerned that a market rent established by comparison to other sites in the area would take insufficient recognition of the special location of this spectacular site. It has a remarkably high occupancy rate for all of the season it is open. We have not been given any indication of what this income is, but it is likely to be, after running cost have been deducted, in excess of £400,000. There is also the "hidden" benefit gain by the Caravan club from the significant club membership fee, likely to be in the order of £25,000. That being the case, rent of the site, (remembering the Common Good expenditure on sea protection) should be in excess of £150,000. Note that a significant element of any income will have to expended on sea defences. As you have recently carried out rock armouring work on adjacent areas, a calculation can be made to assess the likely cost of this work. This would help to assess the viability of letting the site. There is no purpose in letting the site unless a significant income is made from it. Your consultation makes reference to renegotiation of the charge for the lease every 5 years. Such negotiation should include the right of either party to withdraw from the lease if agreement on the charge cannot be made. Alternatively, I can see no reason why the lease of the site for use as a camping and caravan site should not be put out for open tender to establish the market value of the lease of the site. Any lease MUST provide an appropriate caveat should it be no longer practicable to provide the site for let due to the cost of providing protection of it from the action of the sea. It would be irresponsible for Highland Council to take on the risk of providing unaffordable sea defences on behalf of the Common Good. Alternatively, the obligation for provision of this sea protection should pass to the Caravan Club either partially or in its entirety. Any such lease should provide a condition that the existing buildings should be upgraded or replaced to a modern standard. This would benefit the Caravan Club as well as the site. The Income generated by the site for the Caravan Club is more than sufficient to allow it to do this work.</p>	Not clear	
E3	<p>1.Views on the proposal utilising common good land. a. I approve of the continued use of this area of common good land as a campsite. I would ask a future tenant to provide some small tent sites in addition to sites for caravans and motorhomes to enable and encourage non-motorised campers to use the site in the interests of eco-tourism. (The current tenants do indeed accept small tents) b. I do not agree with the proposal for a 30 year lease. c. I do not agree with the letting to the current tenants because of lack of relevant information.</p> <p>3.Issues or concerns arising from the proposal. Insufficient information is given to enable an informed consultation. a. No information is provided about the rent obtained in the last 20 years or what is proposed in a future lease. It is therefore impossible to comment on whether the proposal for a continuation of the current tenants is good value or not. Market rates are mentioned but again no information on what that might be. The lease could be put out to Open Tender so that any other interested parties have the opportunity to bid, and the process would be more transparent. b.30 year lease proposal. I consider this too long. Ten to 15years would seem sufficient. The community might decide on another purpose for the land or wish to run the campsite themselves in the future, or the site might become un-usable as a campsite. c.Responsibilities. No mention is made of the responsibilities of the Common Good with regard to a new lease. What would the responsibility be of the Common Good with regard to the seaward edge of the site? Is there an obligation to maintain this against all possible damage to the gabions and rock armour and replace these as necessary? In the Climate Crisis with increased weather unpredictability and rising sea levels it is possible that maintaining this over the next 30 years might not be possible, physically or financially.</p> <p>2.Views on the potential benefits of the proposal. a. The benefit of letting this Common Good land would be to fund local projects, for example proper consultation to all residents over this and any other significant Common Good proposals, and projects such as the running of public toilets and other facilities in the area to mitigate against the downsides of the campsite such as increased traffic congestion and dog fouling. Greater transparency over funds would enable a more active participation by the community in the running of their assets. Benefit to the local community is dependent on a reasonable rental and without more information it is not possible to support the specific proposal or not. b. The presence of the campsite is likely to be beneficial to local shops, eateries, pubs and other tourist related businesses, but this is for a campsite in general, not the proposal for a roll over to the current tenants.</p>	Not clear	
E4	<p>3.Resident of Fortrose and Rosemarkie – Yes</p> <p>4.Completing this Form - as an Individual</p> <p>5.What are your views on the Proposal utilising common good land? I am in favour of this area of common good land being utilised as a caravan site, subject to it being let on a proper commercial terms rent after an independent tendering procedure.</p> <p>6.Do you have any views on potential benefits of the Proposal? The benefit of leasing this parcel of common good land as a caravan site, should be to generate an income for the Common Good Fund ("CGF"), to be spent on projects which directly affect the villages of Fortrose and Rosemarkie. So far all the benefits of leasing the site have accrued to the Caravan and Camping Club ("CCC") and the Highland Council ("HC"), and not the CGF.</p> <p>7.Do you have any issues or concerns arising from the Proposal? Unfortunately, the whole consultation is a sham. A Highland Councillor has already stated, in a meeting open to the public, that the Highland Council's proposals will be rubber-stamped at their Novemeber meeting, rendering any consultation pointless. It must be asked why the Highland Council is giving such preferential treat to the Caravan and Camping Club. The HC is not allowing other interested parties to tender and the excuse that there are no other suitable parties is clearly untrue as HC has not invited expressions of interest. So the lack of any other parties is entirely of HC's own making. Therefore, it cannot now say there are no other parties interested, as it has refused to entertain any. It appears HC has been in discussions with CCC since February 2025 so there should have been plenty of time to undertake proper tendering for such a large contract. HC's duty lies in getting best value for the Common Good Fund. An extension of the existing, out dated lease is entirely inappropriate. It appears that this is being done so that HC can avoid legislation regarding scrutiny of the disposal of Common Good assets. A new, modern lease should be put in place. Extending the existing lease for 30 years, effectively becoming a 55 year lease, is completely uncommercial, especially as the existing lease has clauses which are entirely inappropriate for today. Also, according to the latest projections, this area of land may regularly flood by 2050 so that the CCC may be paying rent for something that is underwater. Any new lease should also require the tenant to contribute towards the cost of the sea defences.</p> <p>8.Do you have any additional comments? There is not enough information provided to make any serious comments. As there is only the existing lessee involved in the process, all information should be made available. In particular, a copy of the proposed lease, the rental figure and any lease premium. Highland Council has been asked for this information but has refused to give it, claiming commercial confidentiality. As there is only one party bidding for the lease there can be no commercial confidentiality. Such non disclosure only benefits the CCC and HC. In the absence of any material information, I have made my own calculations. This site has generated several years of six figure profits for the CCC whilst the CGF has received rents of mid four figures, most of which has been spent on sea defences. Incidentally, HC could have increased the existing rent to a proper market value by exercising the break clause in the existing lease, but as it did not, a very large amount of income has been lost to the CGF. The only significant improvement to the site is the installation of electric points, which have more than paid for themselves by increased occupancy, especially during colder weather, and higher charges. The toilet blocks are over forty years old and should have been replaced many years ago. The CCC made no contribution, through the CGF, to the cost of the sea defences. In my view a rental figure of, a minimum of, £75,000 per annum should be achieved, based on the calculated estimated profits of the CCC for this site. No</p>	Supportive of the proposal	

lease premium should be charged but instead, a requirement to replace the two toilet blocks within 5 years, the penalty for not doing so being £100,000.

9. Whether supportive or against the Proposal Against, in its current form

10. Conclusion The proposals in the consultation will not produce the best value for the CGF. The HC is neither competent nor capable of conducting this process impartially, especially as it is, so obviously, favouring the only party it has recommended and refusing to put the process to public tender. A new lease for 21 years, with break clauses at seven years, should be put out to public tender and negotiated by an independent surveyor, any costs being paid for by the new lessee. In the best interest of HC, and to avoid any future problems, a self referral to Audit Scotland would seem appropriate to ensure that the HC does not fall foul of legislation which it appears to be ignoring or avoiding.

ES Introduction

I have stayed on the Rosemarkie site on several occasions, though not recently, and very much enjoyed the experience and met several long-standing friends there.

My objective in preparing this paper is to explain how the process of operating a site works, what is needed to operate a site, outline the benefits and downsides and most importantly help to ensure that rent from the lease is maximised for the benefit the community via the Common Good fund.

What is needed to run a campsite

The following is needed to operate a campsite.

Land with the appropriate planning permission. In this case owned by the Common Good fund and administered by Highland Council.

A site licence issued by Highland Council. This details how the site can operate in relation to various factors including: the number of pitches; opening periods (in this case April to October); number of toilets and showers etc. A site licence is only issued if there is a suitable site with necessary planning.

A business entity to sign the lease and operate the site. This can be a limited company, a partnership or a sole trader. The business entity deals with bookings, insurances, staffing, maintenance etc.

Benefits and Downsides to the Community of the Rosemarkie site

Benefits

Economic

Provides economic benefit in both the local Fortrose and Rosemarkie and the wider area. This can be divided into income to the Camping and Caravan Club and that spent with third parties.

Income predominantly in the form of site fees goes directly to the Camping and Caravan Club based in Coventry, England. The club website states

For our members, not for profit

As a non-profit membership organisation, every penny spent with us is reinvested back into the sites and services we provide.

The direct economic benefits to the Black Isle are more limited.

The site employees 4 people on a full-time seasonal basis. These positions are open to all (including those based on the Black Isle) but tend to be filled by individuals from other areas. I do not know if specialist services such as plumbing, electricians etc are sourced locally or centralised.

Third party economic benefit is money spent by visitors staying on the site. This includes, but is not limited to, spending in shops, cafes, bars, restaurants and leisure activities. Figures vary but it is likely to be equal to or exceed that spent on site fees. It is also important to note that this third party spend directly benefits a relatively few local businesses or individuals although they in turn create an economic benefit to the area.

Non-Economic Benefits

By spending money locally visitors help maintain the ongoing viability of local businesses, particularly those mentioned above. In turn this provides employment which contributes to community viability.

Downsides

Downsides are more difficult to determine as they are subjective and dependent on individual perspective.

These include:

- Increased traffic congestion.
- Increased pressure on parking and facilities at key hotspots such as Chanonry Point.
- Increased pressure on local facilities such as health provision. I am not aware of any increased funding to provide health services for visitors.
- Disruption to life through noise etc. Though due to the location of the Rosemarkie site this is likely to be minimal.
- Limited direct contribution to local authority, health services and other local bodies etc by the Camping and Caravan Club and those visiting it (explored further below).
- Undervaluing of the Common Good asset (lease)

Sources of Income

The vast majority of income into the Camping and Caravan Club is through site or pitch fees. Other sources of income are membership fees (£53 annually) paid centrally, and shop sales though the latter in particular is likely insignificant.

The Camping and Caravan Club does not release income figures on a 'site by site' basis. Hence any projections / estimates are based on 'bottom up' methodologies based on number of pitches, nightly spend and occupancy rates.

Expenditure

As with all businesses there are significant expenses associated with running the business. These include:

- Rent payable to Highland Council for use of a Common Good asset
- Staff costs both direct (site personnel) and others not based at Rosemarkie
- Insurances
- Water and wastewater
- Waste collection
- Electricity (though some of this is recovered through hook-up charges)
- Cleaning - though this is mostly done by employees
- Grounds maintenance - though this is mostly done by employees
- Consumables
- Statutory servicing and inspections
- Head office overheads including: booking, HR, accounting, marketing etc
- Machinery particularly for grounds maintenance
- Upgrading / replacement of buildings and fittings

Expenditure does not include:

Rates either domestic or business. This is due to seasonal occupancy of the site.

Any contribution (voluntary or otherwise) to FRCC or other local organisations.

Conclusion

Figures relating to all aspects of the site are seemingly withheld under the umbrella of 'commercially sensitivity'. Hence there is considerable speculation involved. I am not sure how much information members of the FRCC have access to.

What is certain is that the lease on the Rosemarkie Site is a valuable asset. My understanding is that when the current lease was negotiated – which I understand was around 20 years ago the annual rent was £2,000. It has since increased but broadly in line with inflation. Note: If anyone has specific information relating to the lease I will stand corrected. What is certain is that the current rent drastically undervalues the asset.

Whilst I have undertaken only a cursory analysis my estimate is that income from the site is well in excess of £150,000 per annum. This is likely a significant underestimate.

Costs of operation are unknown. However it is likely that the Camping and Caravan Club makes a significant profit on the operation of the Rosemarkie site. Since it is a not-for-profit organisation this money goes elsewhere.

The Camping and Caravan Club can only continue to operate the site as long it holds the lease – which in turn is owned by the Common Good fund administered by Highland Council.

Subject to holding the lease and being granted a site licence there is nothing to stop a third party running the site, i.e. effectively taking over from the Camping and Caravan Club.

The current rent on the site drastically undervalues the asset.

The only significant revenue source to any local authority or similar body is the rent as defined in the lease.

As far as I am aware the Camping and Caravan Club does not make any contribution (voluntary or otherwise) to FRCC or other local organisations. I am not aware of it undertaking any activities promoting why it should hold the lease or its benefit to the community.

Has Highland Council sought an opinion from a surveyor and an economist with knowledge of the sector and market as to what the rent should be?

Not clear

Based on cursory analysis my estimate is that the annual rent should be a minimum of £25-50k per year.

Why do we need the secrecy? Particularly from Highland Council who as the name suggests look after the Common Good assets for the benefit of all



Appendix 3

THE COMMUNITY EMPOWERMENT (SCOTLAND) ACT 2015 NOTICE OF CONSULTATION ON THE DISPOSAL, BY LEASE OF COMMON GOOD LAND.

Rosemarkie Caravan Park, Marine Terrace/Ness Road East IV10 8SE

The Highland Council ('the Council') has received a request to dispose, by lease common good land known to be the Rosemarkie Caravan Park ('the Property'). Before reaching a decision, the Council must have regard to the views of Fortrose and Rosemarkie residents via a consultation in terms of Section 104 Community Empowerment (Scotland) Act 2015.

What is being proposed?

The proposal relates to a lease extension to the existing tenants of Rosemarkie Caravan Park site which is believed to be common good property ('the Proposal'). In 2004 a lease was granted to the Caravan and Camping Club to operate the site however the lease is up for renewal and new provisional terms has been negotiated.

The Property covers a total area of 13,768.66 square metres, or thereby, occupying land at either side of Marine Terrace/Ness Road East located at the foreshore of Rosemarkie Bay. The area of the site is outlined in red on the plan below.

The current tenants have asked the Council to consider a lease extension for a period of 30 years which will give them the security to continue to operate the site and invest in new facilities. The Proposal would also provide the Fortrose and Rosemarkie Common Good Fund with security in knowing that the caravan park is being managed by tenants who has a strong track record.

For the duration of the lease, the Fortrose and Rosemarkie Common Good Fund would receive rental income representing market rates and achieving Best Value for the fund. Should the Proposal go ahead, the new lease term will commence at the end of the existing lease period from 2026 until 2056. The rent will be reviewed every 5-years and the tenants being responsible for maintenance and repair of the site.

What land is affected?

The common good Property (outlined in red below) is located along Marine Terrace/Ness Road East at the foreshore of Rosemarkie Bay, adjacent to the Fortrose Golf Club Car Park.



Representations

This consultation seeks the views of the Fortrose and Rosemarkie inhabitants to inform the Council's decision in respect of the Proposal as described above to:

- Dispose, by lease common good land known to be the Rosemarkie Caravan Park site.

This consultation is specifically in relation to the statutory requirements relating to common good.

Key questions:

1. What are your views on the Proposal utilising common good land?
2. Do you have any views on potential benefits of the Proposal?
3. Do you have any issues or concerns arising from the Proposal?

4. Do you have any additional comments?

The Council will take all representations received into account in reaching a decision. A report of the outcome of the consultation will be presented at the Black Isle and Easter Ross Area Committee and a copy of the representations and responses will be published on the Council's website.

The possible outcomes are:

- a. The proposal goes ahead.
- b. The proposal is amended significantly, and a fresh consultation takes place.
- c. The proposal does not go ahead.

Please submit written representations:

- Online: <https://forms.office.com/e/PjnNYu6MnR>
- Email: common.good@highland.gov.uk
- Post: Common Good Fund Officer, Highland Council, Headquarters, Glenurquhart Road, Inverness, IV3 5NX.

Timescales

The consultation period will be open for **8-weeks** commencing from **4 August 2025**. Final written representations must be received by close of play **29 September 2025**.

It is anticipated that a report will be presented at the Black Isle and Easter Ross Area Committee on 10 November 2025.

Additional Information

All Common Good property falls into one of two categories – alienable or inalienable. Alienable property can be sold, leased or have its use changed in a way that reduces public use (subject to statutory consultation). Inalienable property is also subject to statutory consultation with the additional requirement to gain court consent in terms of Section 75 Local Government (Scotland) Act 1973 if a question arises whether the property can be alienated.

The subjects of this consultation i.e. the Property is owned by the Council in terms of the Charter for Fortrose by King James VI dated 6 August 1590 and the Charter for Fortrose and Rosemarkie by King James VI dated 4 November 1592 (both were ratified by King Charles II on 20 May 1661) and may be inalienable common good. However, the Council believes that following the statutory consultation, this Proposal does not require court consent. Circumstances have not changed, and the Property will continue to be used as it has for many years.