DATED 3RD NOVEMBER 2026

**THE MINING REMEDIATION AUTHORITY**

**AND**

**ROBERTSON CONSTRUCTION GROUP LIMITED**

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# INCIDENTAL COAL AGREEMENT

(Agreement under Section 25(2)(c) of the Coal Industry Act 1994
to Dig and Carry Away Coal in the course of Non-Mining Activities)

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**DURIESHILL PRIMARY SCHOOL**
**(STIRLING)**

**CA11/S25/0274/N**

**THIS AGREEMENT** dated the 3RD day of NOVEMBER 2026

is made

**BETWEEN :-**

(1) **THE MINING REMEDIATION AUTHORITY** is the trading name of **THE COAL AUTHORITY** established pursuant to Section 1 of the Coal Industry Act 1994 of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG ("the Authority"); and

(2) **ROBERTSON CONSTRUCTION GROUP LIMITED** of 10 Perimeter Road, Elgin, Moray, IV30 6AE ("the Operator").

**WHEREAS:-**

1. By virtue of the provisions of the Coal Industry Act 1994 interests in unworked coal and coal mines previously vested in the British Coal Corporation are vested in the Authority.

2. The Operator desires to dig or carry away coal in the course of activities relating to formation earthworks and drainage excavations at Land off Roman Road, Plean, Stirling, FK7 8AT ("the Site").

3. The Authority consents to the said digging or carrying away of such coal on the terms appearing hereafter.

**WHEREBY IT IS AGREED** as follows : -

1. The Authority hereby permits the Operator to dig or carry away such coal as they or their officers, agents, employees or contractors encounter in connection with earthworks at the Site which is shown, for identification purposes only, edged red on the plan annexed hereto subject to and upon the terms and conditions of this Agreement.

2. Property in all coal dug or carried away under the terms of this Agreement will pass to the Operator when it is severed from the coal seam.

3. The Operator shall (without cost to the Authority) :-

   3.1 ensure that an appropriate Risk Assessment is prepared for the works and that the digging or carrying away of the coal is carried out by competent persons who are able particularly to address safety and environmental issues including spontaneous combustion, gas and/or water emissions and instability;

   3.2 notify the Authority within 7 days of the commencement, cessation, or suspension (if such suspension is to exceed one Month) of digging or carrying away coal;

   3.3 provide to the Coal Authority or those authorised by it, such additional information which may be reasonably requested by the Authority in connection with the carrying out of its statutory duties, powers and obligations;

   3.4 (i) obtain any permissions or consent under planning legislation or environmental legislation required for the coal to be dug or carried away and shall obtain and retain as necessary the requisite private or other rights necessary in connection with the gaining of access to and removal sale or disposal of the coal; and

(ii) ensure that such permissions consents and private or other rights are adequate to entitle the Authority and those authorised by it to gain access to the site for any purpose connected with the carrying out of its statutory duties, powers and obligations;

3.5 provide to the Authority within 10 working days of the last working day of each calendar month from the date of this Agreement until the termination of this Agreement, a report as to the amount of coal that has been dug or carried away during that month (including nil returns);

3.6 provide to the Authority within one month of cessation of the operations, a written report of the works undertaken including plans on a scale of not less than 1/2,500 related to Ordnance Survey National Grid, showing :-

(i) the area, thickness, and tonnage of coal removed;

(ii) the details of any old workings encountered in the course of excavations; and

(iii) such sections and other documentation showing the steps taken to prevent spontaneous combustion, gas and/or water migrations and instability;

3.7 provide to the Authority and it's representatives all necessary facilities at all reasonable times to inspect the site, and ensure that all permissions, consents and private or other rights are adequate to entitle the Authority or those authorised by it to gain access to the site for any purpose connected with the carrying out of its statutory duties, powers and obligations;

3.8 notify the Authority's Licensing Office at least 48 hours prior to starting work on site and supply contact details of a nominated site supervisor;

3.9 comply with any reasonable direction given to them by the Authority which the Authority in its absolute discretion believes is necessary to safeguard coal, coal mines, the environment or public safety.

4. The Authority's permission to the Operator to dig and carry away coal shall lapse if such digging and carrying away is not commenced within 3 months and shall in any event terminate upon the earlier of :-

(i) the completion of the earthworks; or

(ii) the date of notification being given of the cessation of digging or carrying away under clause 3.2; or

(iii) the expiry of 3 months from the date of this agreement provided always that such lapse of termination shall be without prejudice to any rights of the Authority in respect of any breach of the terms and conditions of this Agreement and without prejudice to any rights or obligations which either party has or may have under any provision of this Agreement intended to have effect after the lapse or termination of this Agreement.

5. In further consideration of the Operator being permitted to dig or carry away the coal, the Operator shall not make any claim against the Authority in respect of subsidence damage under the Coal Mining Subsidence Act 1991 or at all, in relation to the works referred to in Clause 1 in relation to the digging or carrying away of coal in accordance with this Agreement.

6. The Operator will take all steps, including the erection and maintenance of fences and warning notices, necessary to prevent any person from falling into or interfering with any excavation or mine working.

7. The Operator will take account of the possibility of recorded and unrecorded mine workings and disused mine entries within the site and will adopt appropriate practices and procedures for working in hazardous conditions associated with coal and former coal mine workings and seek advice as may be necessary from suitably qualified persons.

8. Any treatment of mine entries extending beyond the base of any excavation must have the Authority's prior approval.

9. The Operator will, seeking proper advice if necessary, adopt appropriate practices and procedures, including the preparation of a Risk Assessment, to address environmental and safety issues, both operationally and to the public, to prevent, remedy and safely deal with :-

   9.1 spontaneous combustion of coal;

   9.2 uncontrolled emissions of mine gas or water;

   9.3 subsidence or instability including collapse of shallow mine workings or mine entries; and

   9.4 any other hazard directly or indirectly caused by or related to the proposed activities

   within the site or as a result of the works, at any locations outside the site, both during works and following completion of works.

10. The Operator will ensure that nothing is deposited, falls or flows into any excavation or mine working which by itself, or in combination with anything else which may be or which might reasonably be expected to be, in or adjacent to any such excavation or mine working, could block or weaken any underground excavations beyond the area of extraction, or could cause or aggravate pollution of underground water, or could cause any nuisance or harm to persons or property on the surface or underground, including any mining operations.

11. The Operator will ensure that testing procedures are adopted to detect the emission of any flammable or noxious gas from any part of the site or any locations outside the site identified as being at risk in the Operator's Risk Assessment for the works, and take the appropriate action to protect members of the public and workmen.

12. The Operator will notify the Authority's Surface Hazards Office, using the 24 hour Emergency Call Out Service on 01623 646333, immediately there is evidence of spontaneous combustion, a gas emission or a discharge of minewater.

13. The following provisions apply in relation to VAT :-

   13.1 VAT shall be paid by the Operator on all sums payable under or pursuant to this Agreement.

   13.2 Whereunder or pursuant to the terms of this Agreement the Authority makes a supply to the Operator and VAT is payable in respect of such supply, the Operator shall pay to the Authority on the date of such supply (in addition to the fee and any other consideration provided for by this Agreement) a sum equal to the amount of the VAT so payable.

13.3 Where the Operator is required under the terms of this Agreement to reimburse to the Authority or any other person the costs or expenses of, or any sum in respect of, any supply made to the Authority or such other person (including any supply which the Authority or such other person is deemed to make to itself) the Operator shall also at the same time pay and indemnify and keep indemnified the Authority and any such other person against all amounts in respect of VAT incurred by the Authority (or such other person, as the case may be) in respect of that supply, save to the extent that the Authority (or such other person, as the case may be) is entitled to, and retains, repayment or credit in respect of such amounts.

14. The Operator shall at all times, notwithstanding the lapse or termination of this Agreement, keep the Authority indemnified against all actions, proceedings, costs, charges, claims, demands, expenses and losses whatsoever which may be made or brought against or suffered by the Authority in relation to or in connection with or arising out of any matter or things done or which should have been done pursuant to or in connection with this Agreement.

15. If at any time the Authority considers the Operator to be in breach of any of the obligations or conditions of this document, the Authority may terminate this agreement, with immediate effect, by oral or written notice.

**AS WITNESS** the hands of a duly authorised representative on behalf of the Authority and a duly authorised representative on behalf of the Operator the day and year first before written.

**SIGNED** on behalf of
**THE COAL AUTHORITY** by :-

[redacted]
Signature of Director

*Print Name* [redacted]

**EXECUTED** on behalf of
**ROBERTSON CONSTRUCTION GROUP LIMITED** by :-

..... [redacted] ..... Signature

Full Name:... [redacted] ....
Director

at Robertson Const Central East, Kaltro office, Edinburgh

on 15th October 2026.

In the presence of this witness:

Signature of witness: [redacted] .....

Name (in BLOCK CAPITALS): [redacted]

Addre [redacted]

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