

Dated 2024

NOTTINGHAM CITY COUNCIL

-and-

[Name of THE TRUSTEES of the Allotment Association or company]

LEASE

of

land at <Enter address of Land>
in the City of Nottingham.

Initial Rent: £X per year

Term: X years

Use: Allotments

Print Date:
Letting No:
Matter ref
Docket No: GB
Conveyancer: CONINTS
Authority:

Beth Brown
Solicitor for the Council
Nottingham City Council
Loxley House, Station Street
Nottingham NG2 3NG

LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s): NTXXXXXX

LR2.2 Other title numbers:

LR3. Parties to this lease

Landlord:

NOTTINGHAM CITY COUNCIL of Loxley House, Station Street, Nottingham NG2 3NG (in its capacity as sole Trustee of the Bridge Estate Charity).

Tenant:

X of X, X of X, X of X and X of X (together herein called 'the Tenant') being the present trustees of the X Allotment Association OR name of company, company number and registered office address

Other parties:

Guarantor:

None.

LR4. Property

The land and any permanent structures shown edged red on the Plan whose postal address is XXXXXXXXXXXX. The definition of the Property is qualified by the Property Description Schedule.

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

The Landlord holds the Property in trust for the Bridge Estate Charity. The Charity is not an exempt charity and this lease is not one falling within section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117-121 of that Act apply to the Property.

LR5.2 This lease is made under, or by reference to, provisions of:

Local Government Act 1972.

Allotments Acts 1908 – 1950

LR6. Term for which the Property is leased

From and including

To and including

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

Contained in Property Description Schedule - clause 1.1.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

Contained in Property Description Schedule - clause 1.2.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable OR

The Tenant is more than one person. They are to hold the Property as tenants in common or as joint tenants on trust for the X Allotment Association

THIS LEASE is made on the date set out in clause LR1 above **BETWEEN** the Landlord (1) and the Tenant (2).

The Demise

The Landlord grants and the Tenant takes a tenancy of the Property for the Term at the Rent and on the covenants and conditions set out in this document together with the rights set out in Schedule 1 and excepting and reserving to the Landlord the rights set out in Schedule 1.

The Main Details

Throughout this Lease:-

'Additional Rent' means the rent reserved in clauses 3.2, 3.3 and 3.4 of this lease;

- 1.1. **"the Allotment Acts"** means the provision of the Small Holdings and Allotments Acts, 1908 to 1919 and the Allotments Act 1922, Allotments Act 1925 and Allotments Act 1950 (as amended), which relate to allotment gardens.
- 1.2. an **'Allotment Garden'** means: a area of land not exceeding a quarter of an acre in extent, which may be wholly or mainly cultivated by its occupier for the production of vegetables or fruit crops for consumption by the occupier and/or the occupier's family (and 'Allotment Gardens' shall be construed accordingly'.
- 1.3. the **'Allotments Officer'** means: the Landlord's Head of Parks and Open Spaces (or any other officer of the Landlord who takes over his responsibilities during the Term) or any of his deputies.
- 1.4. the **'Association'** means: the X Allotment Association, an unincorporated association who will use and manage the Property, and whose members have appointed the Tenant as trustees to hold this tenancy on their behalf.
- 1.5. the **'Cultivable Area'** means: X Thousand X Hundred and X (X) square metres of land (which is the part of the Property which is capable of being used as Allotment Gardens whether they are cultivated or not and excludes access ways, footpaths and common areas) .
- 1.6. the **'Management Agreement'** means: the Management Agreement annexed hereto dated and made between the Landlord and the Tenant subject to updates and amendments as agreed between the parties.
- 1.7. the **'Plan'** means: the plan annexed to this Lease.
- 1.8. the **'Property'** means: the property so described in clause LR4 above.
- 1.9. the **'Rent'** means: the sum of three pence (3p) multiplied by the Cultivable Area in square metres per year subject to the provisions for rent review set out in Schedule 2 and (where the context so requires) any sums described as Additional Rent in this Lease
- 1.10. **"Schedule of Condition"** means the photographic schedule annexed to this lease at Schedule 4 and marked "Schedule of Condition".
- 1.11. the **'Service Equipment'** includes: any apparatus, fittings or equipment inside or outside the Property now or during the Term connected with the supply or metering of sanitary, heating, ventilation, , plumbing, gas, electrical, drainage, fire alarm and prevention, telephone, data or other services to the Property (excluding any belonging to a statutory service provider).
- 1.12. **"the Surveyor"** means the Landlord's Director of Strategic Asset and Property Management (or any other officer of the Landlord who takes over his responsibilities during the Term);

- 1.13. the '**Term**' means: the term of this Lease, which is set out in clause LR6 above.
- 1.14. '**Trustees**' means: XXXXXXXXXXXXXXXXXXXX
- 1.15. the expressions the '**Landlord**' and the '**Tenant**' mean: the persons so called in clause LR3 above and includes (where appropriate) their successors in title and assigns, whether singular or plural, masculine or feminine. Where an expression includes two or more people their obligations are joint and several.
- 1.16. headings in bold type are for assistance only and do not form part of this Lease for construction purposes.
- 1.17. reference to Statutes, Acts, orders, directions and regulations includes (where appropriate) reference to their amendments and replacements.
- 1.18. The schedule(s) form part of this Lease and shall have effect as if set out in full in the body of this Lease and any reference to this Lease includes the schedules and (except where a contrary intention appears) a reference to a clause or a schedule is a reference to a clause or a schedule of this Lease and a reference to a paragraph is to a paragraph of the relevant Schedule.

The Tenant's Obligations

The Tenant **COVENANTS** with the Landlord that the Tenant will:-

Rent

- 1.19. pay the Rent in advance on the 1st October each year (whether or not the Landlord makes a formal demand), subject to the provisions for rent review set out in Schedule 2.

Other Payments

- 1.20. pay, as Additional Rent, interest on unpaid rent (or tendered rent which the Landlord has refused because of an unremedied breach of covenant which has been notified to the Tenant by the Landlord in writing and which (if remediable) has not been remedied within a reasonable period of time) for any period during which it is overdue at a rate of 12% per year.
- 1.21. pay all rates and any other charges arising from the Tenant's use or occupation of the Property and any Value Added Tax arising on payments due to the Landlord.
- 1.22. pay, within 28 days of receiving a demand, all charges for water supplied to the Property.

Repair and Maintenance

- 1.23. Keep to (to the Surveyor's reasonable satisfaction):
- 1.23.1. all permanent and specified buildings, drains and watercourses on and within the Property in good repair and condition (renewing parts where necessary);
 - 1.23.2. the water supply system within the Property and all associated equipment in good repair and condition (renewing parts where necessary);
 - 1.23.3. the fences and walls marked with a 'T' inwards on the Plan, including any gates or locks on such structures in good repair and properly maintained;
 - 1.23.4. all access_ways within the Property in good repair and condition and clean and tidy;
 - 1.23.5. maintain all trees both within the Property and on its boundaries in accordance with arboricultural good practice as set out in BS3998 Tree Work Recommendations as updated from time to time by the British Standards Institute;

- 1.23.6. all hedges both within and on the boundaries of the Property in good condition, and cut them at least once a year (between 1 October and the last day in February) to a height of no more than One point Five (1.5no.) metres or, if a hedge is on a boundary of the Property marked with a "T" inwards, to cut it to a height of no more than Two (2no.) metres SUBJECT to any specific requirements set out in -Schedule 5 of this lease~~the Management Agreement~~.

The Tenant's obligations under this clause shall not require the Tenant to put the Property into any better state of repair or condition than it was in at the date of this lease as evidenced by the Schedule of Condition

Inspection

- 1.24. allow the Landlord and persons authorised by them to enter the Property at any reasonable time upon giving reasonable written prior notice (by email will suffice) in order to view its state and condition; and
- 1.25. remedy any defects mentioned in any notice served by the Landlord **under clause 3.X** within one month of service of such notice or within a reasonable time period as stated in the notice.

Insurance

- 1.1. insure and keep insured the Tenant, the Association and its members against all third party and public liability risks with a reputable insurance company, in the sum of at least Five Million pounds (£5,000,000.00) per single claim and produce the policy and current premium receipt to the Landlord upon demand.

Indemnity

- 1.2. keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitor's costs and expenses) claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them;
- 1.1. keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitor's costs and expenses) claims, damages and losses (including but not limited any third party and public liability risks in respect of the Property.

Limitation if Liability

- 1.26. The total aggregate liability of the Tenant arising out of or in connection with this lease (whether for negligence or breach of contract or howsoever arising) (including without limitation, any liability under any indemnity in this lease) for all losses liabilities claims damages costs demands fines expenses compensation or other sums shall in no event exceed the value of the assets held by the **Tenant OR Association and any liability shall not be personal to the Trustees;**
- 1.27. Notwithstanding any other provision in this lease nothing shall in any way exclude or limit either party's liability for death or personal injury caused by that party's negligence or for fraudulent misrepresentation

Alienation

- 1.28. not assign any part of the Property;

- 1.29. not assign the whole of the Property

Subletting

- 1.30. not sublet nor part with all or any part of the Property except that by way of a occupation of an Allotment Garden by one or more full members of the Association using a form of tenancy agreement (or licence) first approved by the Landlord and ensuring that each occupier covenants with the **Association OR Tenant** that the Allotment Garden is::
- 3.5.1. cultivated in accordance with the rules of good husbandry and kept in a good and tenable condition and kept tidy according to the custom of the district as defined in the Nottingham City Council's Allotment Handbook, which may be updated from time to time;
 - 3.5.2. not used for any purpose other than as an allotment garden in accordance with the provisions of the Allotments Acts;
 - 3.5.3 not used for the purpose of a trade or business;
 - 3.5.4. kept tidy, litter-free, and in a condition such that it is re-lettable within a reasonable period of time;
 - 3.5.5 not to breach any of the Tenant's covenants in this lease.

Notices of Dealing

- 1.31. give immediate notice to the Landlord of any transfer or devolution of the interests arising under this Lease (providing a copy of any document effecting that transfer or devolution) and pay a reasonable registration fee of not less than £100 for the notice.
- 1.32. Clause 3.17 shall not apply to short form tenancy agreements for the occupation of an Allotment Garden by a member of the Association;

User

- 1.33. Use the Property only for the provision of Allotment Gardens and ancillary activities in accordance with the provisions of the Allotment Acts (and for the avoidance of doubt ancillary activities may include occasional fund-raising events and sales in support of the Association's aim and objectives subject to the approval of the the Allotments Officer who may, at his sole discretion, prohibit any or all such sales or events wholly or partly on the grounds that they are not within the Association's primary aim).

Prohibitions

- 1.34. not permit any of the following on the Property:
- 1.1.1.the accumulation of rubbish;
 - 1.1.2.use for any trade or business whatsoever;
 - 1.1.3.auction sales;
 - 1.1.4.anything which may result in or lead to the Property becoming contaminated (within the meaning of the Environmental Protection Act) or polluted;
 - 1.1.5.the sale or supply of petrol or oil save for the Tenant may store and supply no more than 30 litres of petrol and oil at any one time for the use of equipment such as mowers and hedgcutters that are owned by the **Tenant / Association** for use by Members on the Property only;
 - 1.1.6.the removal or sale of any earth, clay, gravel or sand;
 - 1.1.7.storage of unduly inflammable, explosive, toxic, radioactive or other dangerous materials;

- 1.1.8.any alterations, additions or damage to any boundary or permanent structures on the Property;
- 1.1.9.betting, gaming or the manufacture, sale or supply of ale, beer, wine, spirits or other intoxicating liquors save for at occasional community events held from time to time where a temporary license for the sale or supply of alcohol has been obtained for the same purpose;
- 1.1.10.anything which is illegal or which might be or become a nuisance, annoyance or danger to the Landlord or the owners or occupiers of the adjoining or neighbouring property;
- 1.34.1. the erection of any permanent buildings, hoardings or other structures,.
- 1.1. not permit any of the following on the Property, without the Allotments Officer's written consent:-
 - 1.1.1. the erection of any temporary or semi-temporary structures which have a concrete base and or footings, hoardings or other structures,
 - 1.1.2. cutting or pruning of timber or other trees **BUT** such consent shall not be needed in respect of edible-crop producing trees cultivated by Allotment Garden occupiers, nor hedges which are being trimmed in accordance with clause 3.8;
 - 1.1.3. keeping of any kind of livestock, chickens, pigeons or animals (and then only as provided by the Allotments Act 1950 or any amending legislation);
 - 1.1.4. treasure hunting with metal detectors;
 - 1.1.5. exhibiting any advertisements, signs or placards **SAVE** for those directly related to the management of the allotment garden;

Licences

- 1.35. obtain and comply with all licences, consents and permissions necessary for the Tenant's and the Association's use and occupation of the Property.

Statutory Obligations

- 1.36. comply (or, where appropriate, take all necessary steps, including the possible payment of a contribution towards any cost incurred, in helping the Landlord to comply) with all Statutes, regulations or directions affecting the Property or their use made by a competent authority including (as illustrations but not as a limitation):-
 - 1.36.1. laws relating to the occupation and use of the Property by the Tenant;
 - 1.36.2. the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated;
 - 1.36.3. all materials kept at or disposed from the Property; and
 - 1.36.4. The Allotments Acts.

Regulations

- 1.37. observe and comply with any regulations for allotments made by Nottingham City Council (as Allotment Authority) so far as they apply to lettings to bodies such as the Tenant / Association.

Management Agreement

- 1.38. observe and perform the Tenant's obligations in the Management Agreement, and indemnify the Landlord against any losses, claims or damages arising from their breach;

Reversionary Covenants

- 1.39. observe and perform the covenants referred to in Schedule 1, and indemnify the Landlord against any losses, claims or damages arising from their breach.

Encroachments

- 1.40. not acquire nor seek to acquire any easements, rights or privileges over or against the Landlord's adjoining or neighbouring land.
- 1.41. inform the Landlord forthwith of any attempts to establish or acquire easements, rights or privileges against the Property, and join in (at the Landlord's request and the Tenant's cost) any action which the Landlord takes against persons seeking to acquire such easements, rights or privileges.

Applications to the Land Registry

- 1.42. apply to the Land Registry for registration of this Lease within Two (2no.) months, of its date and ensure that the application includes:-
- 1.1.11.a request for the Landlord's Solicitor to be informed of the completion of registration;
 - 1.1.12.appropriate reference to all the matters in this Lease which are capable of registration ensuring that they are properly registered;
- and both parties consent to such registration.
- 1.43. apply to the Land Registry for closure of the leasehold title within One (1no.) month of the end of this Lease (however it is determined) and take all necessary steps to ensure that the title is closed.

Costs of S.146 Notices and other costs

- 1.44. pay all the Landlord's reasonable and proper costs and expenses including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the Term) in connection with or in contemplation of any of the following:-
- 3.27.1. the enforcement of the tenant covenants of this Lease;
 - 3.27.2. serving any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - 3.27.3. the preparation and service of a schedule of dilapidations in connection with this Lease; or
 - 3.27.4. any consent or approval applied for under this Lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

Cesser

- 1.2. restore possession of the whole of the Property to the Landlord at the end of the term (however it ends) in good order and repair in accordance with the Tenant's covenants but in no worse condition than that shown in the Schedule of Condition;

Damage to Reputation

- 1.3. The Tenant shall not act or omit to act or conduct itself in any manner or engage in any behaviour that in the reasonable opinion of the Landlord causes or is likely to cause reputational damage to the Landlord.

The Association

- 1.4. The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 3 of this lease;

The Landlord's Obligations

1. The Landlord **COVENANTS** with the Tenant that it will:

Quiet Enjoyment

- 1.1. allow the Tenant quiet enjoyment of the Property during the term granted without interruption by the Landlord or by any person rightfully claiming under or in trust for it.

Other Agreements

The parties also **AGREE** that:-

Forfeiture on Re-entry

- 1.45. if the Tenant:-

- 1.45.1. (or any of the persons constituting the Tenant) becomes bankrupt, insolvent or makes any arrangement or composition with creditors; or
- 1.45.2. (or all of the persons constituting the Tenant) are no longer trustees of the Association or are deceased and new trustees have not been appointed within a period of 3 months after the Tenant (or all of the persons constituting the Tenant) are no longer trustees.
- 1.45.3. allows any distress or execution to be levied on the Tenant's goods; or
- 1.45.4. (being a company) is wound up (except voluntarily for amalgamation or reconstruction); or
- 1.45.5. fails to remedy any breach of the Tenant's obligations under this Lease after the Landlord has given them reasonable notice to do so and that notice shall be no less than one month; or
- 1.45.6. does not pay rent within Forty (40no.) days of it becoming due;
- 1.45.7. or if the Association is dissolved;

then the Landlord may (without prejudice to its other rights) re-enter the Property and take possession so as to end this Lease with immediate effect.

Variation in the Cultivable Area

- 1.46. if during the Term both parties agree to a variation in the area defined as the Cultivable Area, a memorandum of each and any such variation, signed on behalf both of the Landlord and of the Tenant, shall be attached to this Lease and its counterpart and the parties shall bear their own costs of doing so.

Notices

- 1.47. notices and consents under this Lease shall be in writing, delivered by hand or recorded delivery post and addressed to the Tenant at the Property (or to the Association's last known address or to such other address as the Tenant may specify) or by attaching the notice in a clear manner on the Property or to the Landlord for the attention of the Allotments Officer at Loxley House, Station Street, Nottingham NG2 3NG (or such other address as the Landlord may specify), as appropriate.

Service

- 1.1. Court process must be served on the Landlord's Legal Services Manager at Loxley House, Station Street, Nottingham NG2 3NG (or such other address as he may specify).

VAT

- 1.48. all rent, money or other consideration in respect of supplies for VAT purposes received or deemed to be received by the Tenant under or in connection with this Lease is

exclusive of VAT, and the Tenant agrees to pay such VAT to the Landlord on production of a valid VAT invoice.

- 1.49. the Landlord has **not** opted to charge VAT in respect of the Property.

Set-off

- 1.50. the Tenant may not withhold Rent, or deduct any sums from the Rent, on the grounds that the Landlord may owe money to the Tenant or be in breach of its covenants.

Abandoned Property

- 1.51. any chattels left on the Property at the end of this Lease may be dealt with by the Landlord as though the provisions of Section 41 of the Local Government (Miscellaneous Provisions) Act 1982 applied.

No Implied Rights

- 1.52. the Tenant is not and will not become entitled to any rights of light, air, way, user, support or shelter (save those expressly granted by this Lease) which might interfere with the Landlord's rights to use or develop its neighbouring land, or which might be implied by Section 62 of the Law of Property Act 1925.

Variation of Easements

- 1.53. where this Lease grants rights over specific areas (shown by any colouring on the Plan) the Landlord may by not less than Three (3no.) months' notice nominate alternative areas over which the rights may be exercised **PROVIDED THAT** such alternative areas are not substantially less convenient to the Tenant than those now granted and the Tenant may thereafter exercise the rights granted over those areas instead of those now specified.

Tenant's Option to Break

- 1.1. the purpose of this clause:

"Break Date" means 25 March or 29 September in any year during the Term;
and

"Break Notice" means written notice to terminate this lease specifying the Break Date and served at least 12 months before the Break Date; and

5.18.3. "Basic Rent" means the Rent specified in this lease and does not include Additional Rent;

the Tenant may terminate this lease by serving a Break Notice at any time on the Landlord;

A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

the Tenant has not paid any part of the Basic Rent, or any VAT in respect of it, which was due to have been paid; or

the Tenant does not give up occupation of the Property; or

there are any continuing sub-leases or third party tenancies or rights save for occupational short tenancies of the Allotment Gardens held by members of the Association;

subject to clause 5.19, following service of a Break Notice this lease shall terminate on the Break Date;

termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease;

- 1.5. time shall be of the essence in respect of the time periods and limits in this clause;

- 1.6. the Landlord shall repay any Rent paid by the Tenant for any period after determination, apportioned on a daily basis;

Landlord's Option to Break

- 1.7. for the purpose of this clause:

"Break Date" means a date which is at least 12 months after service of the Break Notice and shall not be a date during the Gardening Season; and

"Break Notice" means written notice to terminate this lease specifying the Break Date and served at least 12 months before the Break Date; and

5.18.3. "Basic Rent" means the Rent specified in the lease and does not include Additional Rent' and

5.18.4. "Gardening Season" means the period between 6 April and 29 September inclusive;

the Landlord may terminate this lease by serving a Break Notice at any time on the Tenant;

following service of a Break Notice this lease shall terminate on the Break Date;

termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease;

- 1.8. time shall be of the essence in respect of the time periods and limits in this clause;

- 1.9. the Landlord shall repay any Rent paid by the Tenant for any period after determination, apportioned on a daily basis;

Arbitration

- 1.54. disputes as to the interpretation of this Lease or any matters arising under it may be referred by either party to and be determined under the provisions of the Arbitration Act 1996 (as amended):-

8.12.1. by a single Arbitrator appointed (in default of agreement) by the President for the time being of the Royal Institution of Chartered Surveyors;

8.12.2. The fees and expenses of the Arbitrator and the cost of the Arbitrator's appointment and any counsel's fees, or other fees, reasonably incurred by the Arbitrator shall be payable by the Landlord and the Tenant in the proportions that the Arbitrator directs (or if the Arbitrator makes no direction, then equally);

8.12.3. If the Tenant does not pay its part of the Arbitrator's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord.

8.12.4. If either the Landlord or the Tenant does not pay its part of the Arbitrator's fees and expenses within ten working days after demand by the Arbitrator then:-

8.12.4.1. the other party may pay instead; and

8.12.4.2. the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.

Jurisdiction

- 1.10. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

Rights of Third Parties

- 1.55. unless expressly otherwise stated nothing in this Lease will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

No Fetters

- 1.11. The Landlord enters into this Lease solely in its capacity as landowner and not in any other capacity. Nothing in this Lease shall restrict or fetter the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

THE SCHEDULES

Schedule 1 – Property Description

In this Lease, the '**Property**' means the land shown edged red on the Plan, whose postal address is given in clause LR4, and:-

1.56. **INCLUDES** the following:-

1.1.13.all permanent structures and other structures which are now (or may during the Term be) on that land subject as mentioned below.

1.56.1. the right in common with the Landlord and all others authorised by the Landlord (which is hereby granted) for the Tenant and the members of the Association to:-

1.56.1.1. enter adjoining Landlord-owned property at reasonable times upon giving reasonable prior notice and after obtaining the occupier's consent (except in emergency) to inspect, maintain, clean and/or decorate any part of the Property which cannot reasonably be reached without such entry (but the persons exercising those rights may not cause unnecessary disturbance and shall make good forthwith any damage caused);

1.56.1.2. have access over the common areas shown coloured brown on the Plan (but not the right to park or store anything on those areas or cause any obstruction to other users);

1.56.1.3. use the Service Equipment serving the Property in common with neighbouring properties, paying therefore a fair proportion of the costs of inspecting, maintaining, repairing and replacing it.

1.1. **BUT EXCLUDES** any Service Equipment used by or in common with other property;

Rights Excepted and Reserved to the Landlord

1.1. the following rights are hereby reserved to the Landlord and its successors in title and all those authorised by the Landlord (including but without limitation its workers, contractors, agents and professional advisors):-

1.1.1. the right to enter the Property (on giving reasonable notice) to:-

1.1.1.1. inspect its condition;

1.1.1.2. carry out any works required to remedy breaches of the Tenant's obligations (if the Landlord has given proper notice of the breaches and the Tenant has not remedied them within a reasonable time) but no such entry shall constitute a forfeiture or evidence of intention to accept a surrender;

1.1.1.3. inspect, maintain, clean, decorate, renew or rebuild Service Equipment and for maintenance of neighbouring properties which cannot reasonably be reached without such entry

but the Landlord may not cause unnecessary disturbance and must make good forthwith any damage caused;

1.1.1. rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

- 1.1.2. the right at any time during the term, to the full and free right to develop the Landlord's neighbouring or adjoining property including any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- 1.1.3. the right to use the area shown coloured blue on the Plan for access to adjoining property so long as the Tenant is indemnified against loss caused by the use of this area.

Schedule 2 – Rent Review

DEFINITIONS

Base RPI Month: September [insert year of lease]

Base Rent: rent of an initial rate of three pence (3p) per annum multiplied by the Cultivable Area in square metres per annum.

Interest Rate: the base rate from time to time of Barclays Bank, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

RPI: the Retail Prices Index or any official index replacing it.

Rent Payment Date: 1 October in each and every year.

Review Date: 1 October [insert year] and every [second/third/fourth/fifth] anniversary of that date.

1. REVIEW OF THE ANNUAL RENT

1.1 The Rent shall be reviewed on each Review Date to the indexed rent determined pursuant to this Schedule.

1.2 The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.

1.3 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.

1.4 If the revised Rent has not been calculated by the Landlord and notified to the Tenant at least five working days before a Review Date, the Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Rent is notified by the Landlord to the Tenant, the Tenant shall pay:

(a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Rent and the amount that would have been payable had the revised Rent been notified at least five working days before that Review Date; and

(b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Rent had been notified at least five working days before that Review Date and the date payment is received by the Landlord.

1.5 Time shall not be of the essence for the purposes of this Schedule 2.

1.6 Subject to [paragraph 1.8](#) of this Schedule, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.

1.7 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative

mechanism for setting the Rent if either:

- (a) the Landlord or the Tenant reasonably believes that any change referred to in [paragraph 1.7](#) of this Schedule would fundamentally alter the calculation of the indexed rent in accordance with this *Schedule 2*, and has given notice to the other party of this belief; or
- (b) it becomes impossible or impracticable to calculate the indexed rent in accordance with this [Schedule 2](#).

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Rent, the Surveyor shall determine an alternative mechanism.

1.8 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

- (a) where any question or dispute arises between the parties as to the amount of the Rent payable or as to the interpretation, application or effect of any part of this [Schedule 2](#); or
- (b) where the Landlord and the Tenant fail to reach agreement under [paragraph 1.8](#) of this *Schedule*.

The Surveyor shall have full power to determine the question, dispute or disagreement[, and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the question, dispute or disagreement referred to him or his terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.

1.9 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

1.10 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

1.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

1.12 The indexed rent which has been calculated in accordance with paragraph 1.2 of this schedule shall not exceed an amount that would be permitted under section 10 of the Allotments Act 1950

Schedule 3 – Additional covenants and warranties for the Association

1. The Tenant covenants with the Landlord that the Tenant will:-

- 1.1. hold the Property on trust for the Association's members, according to the Association's rules and constitution;
- 1.2. notify the Landlord forthwith of any resolution to wind up, dissolve, terminate or materially change the character of the Association or materially amend the constitution or the trust instrument **AND** the parties agree that any such resolution, made without the Landlord's prior written consent, would be a fundamental breach of the terms of this Lease, entitling the Landlord forthwith to forfeit the Lease;
- 1.3. notify the Landlord as soon as is reasonably practicable, of the death, retirement or bankruptcy of any of the persons constituting the Tenant (or of any other cessation of their status as trustees) and notify the Landlord of any replacement trustee within One (1no.) month of their appointment **AND** the Landlord agrees that, provided the nominated person is a fit and proper person to hold the lease, the Landlord will consent to an assignment to the remaining trustees together with the new trustee;
- 1.4. procure that the Association's books, records, minutes and accounts are properly and regularly kept, and produce them to the Landlord upon demand;
- 1.5. answer in full accurately, promptly and responsibly any questions raised by the Landlord as to the finances of the Association or the conduct of the Association or its members; and
- 1.6. use reasonable endeavours to procure that the Association's members observe and (so far as is reasonably practicable) perform the Tenant's covenants and agreements contained in this lease as if the Association and its individual members had been parties to it.
- 1.7. Use any rents received from Allotment Garden holders for the administration, improvement and maintenance of the Property
- 1.8. submit to the Landlord within a reasonable period upon demand audited accounts or such other accounts as would show that the monies are being used for that purpose set out in paragraph 1.7 of this Schedule 3.

2. The Tenant warrants that:-

- 1.9. the Association is a properly-constituted allotment association, with a constitution and rules approved and agreed by a majority of its members.
- 1.10. the Association's governance documents contain (as a minimum) provisions requiring:-
 - 1.10.1. the holding of general meetings annually;
 - 1.10.2. the holding of a special general meeting if requested by no more than Twelve (12 no.) members;
 - 1.10.3. regular elections of the Association's officers;
 - 1.10.4. limits on officers' powers and their right to re-election;
 - 1.10.5. a dispute resolution procedure which does not give undue power to the Association's officers;
 - 1.10.6. the method of dealing with the eventual winding-up of the Association, and the distribution of its residual assets.

- 1.11. the Association subscribes to the Nottingham City Council's Equality and Diversity Policy, and will not tolerate the less favourable treatment of members (or potential members) of the Association on grounds of their gender, age, race, colour, nationality, ethnic or national origin, disability, marital status, sexual orientation, responsibility for dependents, trade union or political activities, religious or other beliefs, or any other reason which cannot be shown to be justified.
- 1.12. the persons constituting the Tenant have been validly appointed to be trustees of the Association, and authorised to hold land and property on trust for its members, and that their duties and obligations towards the members (and the members' duties and obligations towards the Trustees) are set out in a trust instrument or rules of association or similar document.

Schedule 4 –Schedule of Condition

Schedule 5 – General and Specific maintenance operations

Minor repairs

The following indicative list of minor repairs and maintenance are the responsibility of the Association and for the avoidance of doubt this list is not being exhaustive of general duties.

Repairs to standpipes, toilets or water services above ground

Repairs to roads (e.g. potholes) or pathways (excluding public footpaths and those for which plot holders are responsible)

Repairs to buildings (e.g. doors, windows, brickwork, rendering, timber panels)

Redecoration of buildings

Minor fencing works, gate repairs

Grounds Maintenance as agreed by the Council

Repairs and maintenance associated with the Association's health and safety obligation

Major works

Major works will generally be those works that are outside the financial scope or skill of the Association to complete.

Associations may put to the Council requests for such works to be carried out by the Council and the Council may at its own discretion decide on whether it shall undertake such works on behalf of the Association (subject to funding). Alternatively, Associations may obtain external funding for such works but should advise the Council at the outset of their intentions.

Associations **choosing** to undertake any minor or major works shall ensure that all works are compliant with all building control standards and or relevant regulations. Any external contractors used shall be suitably qualified and works undertaken shall be inspected by relevant authorities.

Examples of major works are :-

Structural

Electrical and gas

Underground leaks or bursts, sewerage blockages

Working at height

Roofing

Major Fencing repairs / replacement

Rubbish removal

Treatments for rat, wasps or other infestations including invasive species. (Knotweed / Hogweed etc)

EMERGENCIES

An event that occurs without warning (e.g. escape of water, backing up of sewerage system, collapse or structural defect in building) should be reported to the Council no later than the first working day after the incident has been discovered.

The Association should take any immediate measures to respond to the problem and / or to make the surrounding area safe, such as turning water supplies off cordoning off areas.

Insurance

Any damage caused in the execution of minor or major works carried out by tenants shall be rectified at the Tenant at its own expense, so it is recommended that any tenants carrying out works should assess any potential risk and obtain suitable personal accident cover

Contractors

Where contractors are to be appointed, they must belong to a recognised trade federation (e.g. FENSA etc) or be recommended by the Council. Associations will be responsible for appointing contractors, checking for Public Liability insurance, monitoring work quality, ensuring appropriate health and safety measures are followed, rectifying faults, settling invoices, and rectifying any damage caused by the works (or compensation to third parties).

This Deed is given under the
Common Seal of
**NOTTINGHAM CITY
COUNCIL:**

}

Beth Brown, Director of Legal and Governance
Anthony Heath, Head of Legal and Governance

SIGNED as a **Deed** by
the Tenant in the
presence of:

}

Witness Name (Print)

Witness Signature

Witness Address

.....

.....

.....

SIGNED as a **Deed** by .
.....
a Trustee, in the
presence of:

}

Witness Name (Print)

Witness Signature

Witness Address

.....

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.....

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***Annexure
Management Agreement***