

**DATED**

**20**

**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF ~~CROYDON~~**

**- and -**

**--- ALLOTMENTS SOCIETY LIMITED**

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**LEASE**

relating to land at xxx  
in the London Borough of xxx

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THIS LEASE made the

day of

20

BETWEEN

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF xxx of Town Hall, xxx (“the Council” which expression shall include its assigns where the context admits) of the one part; and
- (2) xxx ALLOTMENTS SOCIETY LIMITED whose registered office is at xxxxx (“the Lessee” which expression shall include its successors and assigns where the context so admits) of the other part

WITNESSETH as follows:

1. In consideration of the rent covenants and conditions hereinafter reserved and contained the Council hereby demises unto the Lessee ALL THAT piece of land situate in the Parishes of xxx in the London Borough of xxx [description of boundaries of land] and containing an area of xxx acres or thereabouts which said piece of land is more particularly delineated on the plan annexed hereto (“the Plan”) and thereon coloured pink (“the Property”) TO HOLD the same unto the Lessee from the [date] (“the commencing date”) for the term of twenty one years (“the term”) but determinable as hereinafter provided.
2. The yearly rent payable hereunder shall be as follows:
  - 2.1 From the commencing date up to and including [date] the sum of xxxxx which shall be and shall be deemed to be the minimum yearly rent payable throughout the term;
  - 2.2 From [date] and including the residue of the term a rent equal to the rent previously payable or such revised rent as may be agreed or determined as provided in sub-clause 2.3 below (whichever is the greater);
  - 2.3 In the event of the improvements being carried out by or at the expense of the Council to the property or building or other erections for the time being thereon the rent hereby reserved may be further reviewed and

increased. The Allotment Society will be required to repair and maintain the buildings to the Council's satisfaction.

- 2.4 Such rent payable hereunder shall be paid in advance by equal quarterly payments on the four usual quarter days in every year without any deduction the first of such payments to be made on the date hereof and to be in respect of the period from the commencing date to the usual quarter day next following the date hereof
3. The Lessee hereby covenants with the Council as follows:
  - 3.1 To pay the said yearly rent at the times and in the manner aforesaid;
  - 3.2 To pay all rates taxes duties charges (including water charges) assessments and outgoings whatsoever which are now or may at any time during the term be payable in respect of the Property by the Owner or occupier thereof;
  - 3.3 Not to commit or suffer to be committed any waste upon the Property and at all times during the said term to cultivate the whole of the Property or cause the same to be cultivated as allotment gardens in a good and husbandlike manner and to keep the same clean and free from thistles and noxious weeds and in good heart and condition;
  - 3.4 To keep and at the end of the term to deliver up the Property clean and in good heart and condition and properly maintained;
  - 3.5 Not to erect or permit to be erected any buildings stores or garden sheds on the Property without the previous consent in writing of the Council and only in accordance with the standard design or such other design as may be approved by the Council PROVIDED THAT if any trading huts are erected on the Property then their use shall be limited to the storage and sale of horticultural items to ploholders and the lessee shall insure such buildings against fire flood and other risks normally insured against under a comprehensive policy to the full cost of reinstatement to the Council's satisfaction and shall produce to the Council upon request an up to date copy of such policy and the last premium receipt;
  - 3.6 To maintain in a good and tenantable state of repair the fencing, hedges, internal roadways and car parks belonging to the Property and any buildings stores or gardens sheds that are now or may hereafter be erected

on the Property and to paint or creosote the same as appropriate in every third and last year of the term;

- 3.7 To maintain all fences hedges and gates along the several boundaries of the Property as maintained by the Lessee in previous leases of the Property and all water services pipes and fittings on the Property in good and substantial order and repair and to paint or creosote as appropriate such fences and gates in every five and last year of the said term to the satisfaction of the Council and throughout the Term to keep all drains and ditches (existing now or at any time in the future) properly cleansed and the ditches scoured and bottomed where necessary and the grass and other vegetable growths in and about the same properly cut down at all times and also to keep the paths and cartways on the Property and margins free from weeds
- 3.8 Not without the previous consent in writing of the Council to remove from the Property or excavate any clay sand gravel or brick earth or bring or suffer to be brought thereon any refuse (except such manure as may be required for the proper use and cultivation of the Property);
- 3.9 Not to use the Property for any purpose except that of allotment land for the growing of vegetables salad crops flowers and soft fruit but this shall not include fruit trees or a market garden or gardens;
- 3.10 Not to keep or permit to be kept any pigs or poultry or other livestock on any part of the Property;
- 3.11 Not to permit shows fetes or fayres on the Property nor permit parking of vehicles caravans or boats thereon (save for parking of vehicles by ploholders whilst tending their plots) nor permit any hoarding or advertisement board to be erected or exhibited thereon and not to do or suffer to be done thereon anything whatsoever which may be or become a nuisance or annoyance to the Council or the occupiers of any adjoining or neighbouring premises and in particular not to cause or permit any such nuisance from the lighting of bonfires;
- 3.12 To permit the Council or its agents or officers either alone or with workmen at all reasonable times to enter upon the Property for the purpose of viewing the condition thereof and to repair and make good all wants of reparation cultivation or condition which shall be found for which the

Lessee shall be liable under the Lessee's covenants hereinbefore contained and in respect of which notice in writing by the Council has been given to the Lessee and not fully complied with by them and the cost thereof shall be a debt due from the Lessee to the Council and be forthwith recoverable by action;

- 3.13 To set aside each year a sum for general maintenance and repairs for which the Lessees are liable and to produce the Lessees annual Accounts to the Director of Estates and Valuation for the time being of the Council for inspection;
- 3.14 Not to assign underlet or part with the possession of the Property or any part thereof other than to plot holders on annual licence;
- 3.15 At the expiration or sooner determination of the term to yield up peaceably unto the Council all and singular the Property;
- 3.16 Not to charge its plotholder members annually less than the equivalent of eighty per cent of the annual amount charged by the Council to the plotholders who hold allotments under its direct control;
- 3.17 To utilise and difference between the amounts charged by the Lessee and the Council as set out in 3.16 above for the improvement and/or maintenance of the Property;
- 3.18 To keep the Council fully indemnified from and against all legal liability in respect of loss damage actions proceedings suits claims demands costs damages liability and expenses in respect of any injury to or the death of any person damage to any property movable or immovable or otherwise by reason of or arising in any way directly or indirectly out of the grant of this Lease;
- 3.19 To make a contribution of £x towards the Council's managing surveyor's fees, and £x towards the Council's legal fees, such fees to be deducted from the first year's rent payable under this Lease
- 3.20 When using any sprays or fertilisers, the Lessee must
  - 3.20.1 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and
  - 3.20.2 so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever,

that will cause the least harm to members of the public, the environment, game birds and other wildlife (other than vermin or pests), and

3.20.3 comply at all times with current regulations imposed by statute and or the Council, and

3.20.4 bear the full cost and liability of any environmental clean up or remediation order requirements imposed by statute or the Council

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:

4.1 If the rent hereby reserved or any part thereof shall at any time be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed or if the Lessee or other the person in whom for the time being the term hereby created shall be vested shall become bankrupt or being a Company shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) then and in any of the said cases it shall be lawful for the Council at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Council in respect of any antecedent breach of the Lessee's covenants herein contained;

4.2 That notwithstanding the Term hereinbefore mentioned the Council may determine this Lease on the seventh and fourteenth anniversary of the commencement date by serving at least six months notice in writing of its intention so to do upon the Lessee and upon the expiration of such notice the term hereby granted shall cease but without prejudice to any claim by either party against the other

4.3 All questions hereafter in dispute between the parties hereto (other than compensation) shall be referred to and determined by a single arbitrator in accordance with the provisions of the Arbitration Act 1950 and all questions in dispute as to compensation shall be determined in accordance with the provisions of the Allotments Acts 1908 to 1950;

- 4.4 Any notice or consent given by the Council to the Lessee under this Lease shall be in writing under the hand of the Solicitor to the Council for the time being of the Council;
- 4.5 That no plotholder shall at any time be refused a renewal of his Licence on the ground that he is not a member of or does not trade with the Lessee and that the Lessee shall not bring undue pressure to bear on any plotholder to become a member of the Lessee Society;
- 4.6 That the Council shall not be liable either to the Lessee or any plotholder for any compensation in respect of crops or otherwise at the end or sooner determination of the said term other than as prescribed by Section 2 of the Allotments Act 1922 as amended by the Allotments Act 1950;
- 4.7 A reduction in the licence fee at the rate of fifty per cent shall be and shall continue to be given by the Lessee to all plotholders who are over the age of sixty years or registered disabled or unemployed and who claim such relief, and this only apply to the first ten rods.
5. The Council for themselves and their assigns hereby covenant with the Lessee that the Lessee paying the said yearly rent and observing and performing all the covenants and agreements on the part of the Lessee herein contained may quietly hold the Property during the term without any interruption by the Council or any person claiming under them
6. It is hereby declared that there is no Agreement for Lease to which this Lease relates
7. This lease embodies the entire understanding of the parties relating to the demised land and to all the matters dealt with by any of the provisions of this lease
8. Any statutory right of the Lessee to claim compensation from the Council on vacating the Property shall be excluded to the extent that the law allows
9. This lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995
10. It is hereby agreed that no party who is not a party to this lease shall be entitled in his own right to enforce any term of this lease pursuant to the Contracts (Rights of Third Parties) Act 1999

11. The operation of Section 62 of the Law of Property Act 1925 shall be excluded from this Lease and the only rights granted to the Lessees are those expressly set out in this Lease

IN WITNESS whereof the Council and the Lessee have executed this Lease as a Deed the day and year first above written

THE COMMON SEAL of THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF xxx was hereunto )  
affixed in the presence of : )

Authorised Officer

THE COMMON SEAL of xxx )  
ALLOTMENTS SOCIETY LIMITED was )  
hereunto affixed in the presence of: )

Chairman:

Secretary: