

THIS LEASE is made the _____ day of _____ 20[
]

BETWEEN LEICESTER CITY COUNCIL ("the Council") of the first part and [_____
] as Trustees for the time being of the [_____] ("the Lessee")

WITNESSETH as follows:-

1. In consideration of the rent hereinafter reserved and of the covenants on the Lessee's part hereinafter contained the Council hereby demise unto the Lessee **ALL THAT** plot of land containing [_____] acres [hectares?] or thereabouts situate at [_____] in the City of Leicester which said land is for the purpose of identification shown edged red on the plan hereunto annexed ("the demised land") **TO HOLD** the same subject to the exceptions and reservations hereinafter expressed unto the Lessee from the [_____] Two thousand and [_____] for the term of [_____] years **YIELDING AND PAYING** therefor unto the Council until the [_____] day of December 20[_____] of the said term the yearly rent of £[_____] and during the next ensuing five years thereof the following next ensuing [_____] years thereof and the last [_____] years thereof at such yearly rents respectively as shall be assessed by the Council's Director of Estates and Bulding Services based on the then current allotment market values at the end of the [fifth] [tenth] and [fifteenth] years of the term hereby granted such rents to be payable in advance by four equal quarterly payments on the usual quarter days in every year the first payment having become due on the said 1st day of January Two thousand and Eight

2. **THERE IS EXCEPTED AND RESERVED** unto the Council out of this Lease:-
(a) all timber like trees pollards saplings and underwood with right of entry with workmen and teams to fell cut and carry away the same

- (b) the right for the Council its surveyors agents workmen and servants licensees and others duly authorised by it to enter upon the demised land for the purpose of constructing maintaining and improving sewers and water mains the Council paying to the Lessee reasonable compensation for any damage and disturbance thereby occasioned and the right also to make sub-soil investigations subject to the payment of reasonable compensation for temporary disturbance as aforesaid
- (c) all mines minerals and quarries and gravel clay marl and sand in or upon the demised land with liberty at all times to enter thereon to search for dig get and carry way the same
- (d) all sporting rights

3. The Lessee for itself and its successors in title to the intent that the obligations shall continue throughout the term hereby created hereby covenants with the Council as follows:-

- (a) To pay the said rent on the days and in manner aforesaid free from deductions
- (b) To pay all rates and charges payable in respect of the demised land
- (c) Not to erect upon the demised land any division fences
- (d) To keep all internal hedges fences entrance gates (one key to each entry gate to be deposited with the Director of Estates and Bulding Services) ditches roads water courses and water supplies (in the protection from damage by frost) drains and notice boards on the demised land in good and tenantable repair and condition and to keep the land (whether the same be let or unlet) in good heart

- (e) To take such steps as shall become necessary to prevent any rights of light rights of way or other interests adverse to the demised land being created and to notify the Council thereof
- (f) Not to stop cut or prune any of the timber trees or saplings growing upon the demised land and to protect the same from injury
- (g) Not to permit the erection of any hut greenhouse or other structure on the demised land without the prior consent in writing of the Council and then only in such position and in accordance with such design as shall have been first approved in writing by the Director of Regeneration and Culture for the time being of the City of Leicester and to take all necessary steps to prevent the causing of any nuisance by the emission of smoke from any greenhouse heating apparatus and not to permit any hut so erected to fall into a state of disrepair or to be used as a dwelling house or garage and not to store or keep any motor or other vehicle or any horse pigs or other animals or any birds fowl or poultry therein or on any part of the demised land
- (h) To farm and manage and well and sufficiently manure all parts of the demised land cultivating the same in a good and husbandlike manner as allotment gardens
- (i) To keep the demised land as far as practicable free from weeds and not to deposit any stones or other refuse or rubbish on any part of the demised land
- (j) Not to allow any new footpath upon the demised land to be opened or used during the currency of this lease other than the usual paths required for allotment purposes
- (k) To appoint an Inspection Sub-Committee to view the allotment gardens on the demised land once a month during the currency of this lease and to give

notice to quit to the occupier of any allotment garden who fails to cultivate and keep it in a proper condition in accordance with the terms of this lease or who fails to pay his rent to the Lessee after the same becomes due

- (l) Not to make any division of profits amongst members except by way of bonus in reduction of rents or in such manner as shall from time to time be permitted by the Industrial and Provident Societies Acts or the Allotments Acts
- (m) To permit the Council its surveyors agents and others with or without workmen and others at convenient hours in the daytime to enter upon the demised land to view and examine the state and condition thereof and upon receipt of notice in writing by the Council to the Lessee of any decay or want of reparation scouring and cleansing as may be found upon any such occasion within three calendar months to repair scour cleanse and amend the same as required by the said notice and it shall be lawful for the Council to enter upon the land and carry out all such matters as are set out in the said Notice and to charge the Lessee with the costs thereof
- (n) Not to cause any hut erected upon the demised land to be used otherwise than as a store-house for garden tools and seeds and other material usually used on an allotment garden or in the case of a hut erected for the transaction therein of the official business of the Lessee not to use such hut for any other purpose
- (o) To sublet the demised land in plots to members of the Lessee and to no other persons and to ensure that each such member cultivates his plot wholly or mainly for the growing of flowers and for the production of vegetable or fruit crops for consumption by himself or his family

- (p) Not to exercise any noisy noxious or offensive trade or process nor do anything on the demised land which shall be or be likely to become a nuisance or a just cause of annoyance to the neighbours
- (q) Not to assign underlet or part with the possession of the demised land or any part thereof except as provided by Clause 3(o) hereof
- (r) Not to exhibit upon the demised land any advertisements of any kind except notices relating to the Lessee's affairs
- (s) Before the expiration or sooner determination of this Lease at the Lessee's expense and without any compensation therefor being claimable from or payable by the Council to remove all huts greenhouses and other structures then standing on the demised land and to level and make good the sites thereof and to clear away all rubbish to the satisfaction of the Council
- (t) To pay to the Lessee's sub-tenants all compensation due to them and payable under the Smallholdings and Allotments Acts and the Agricultural Holdings Acts or any other Act and to indemnify the Council against all claims and demands (if any) under such Acts and to pay to the Council such compensation as may be awarded on the expiration or determination of this Lease for deterioration of the demised land under the provisions of Sections 57 58 and 59 of the Agricultural Holdings Act 1948
- (u) To repay to the Council on demand the cost to the Council of repairing and making good any damage to those parts of the demised land repairable under the provisions hereinafter contained by the Council which shall be caused by the act neglect or default of the Lessee or its sub-tenants (fair wear and tear excepted)

- (v) To cover by insurance in a guarantee society of repute every officer of the Lessee in receipt of rent or having the custody of any funds of the Lessee and on demand to produce to the Council the Policy or Bond in respect thereof for the time being in force
 - (w) Not to use the demised land or any part thereof for the purpose of trading or business but this shall not preclude the purchase or sale of manure and seeds between the Lessee's members
 - (x) Not to suffer or permit to be done on the demised land anything the doing of which by the Lessee is herein prohibited
 - (y) To deliver up the said premises to the Council at the expiration or sooner determination of the term hereby created in such state and condition as shall in all respects and in every way be consistent with the due observance and performance by the Lessee of the several obligations imposed or intended to be imposed upon them by these presents
4. The Council hereby covenant with the Lessee as follows :-
- (a) That the Lessee paying the rent hereby reserved and observing and performing all the covenants and stipulations on its part herein contained may quietly and peaceably hold the demised land during the currency of the Lease without any interruption by the Council or any person rightfully claiming under or in trust for it
 - (b) To keep in good and tenantable repair and condition all external hedges and fences
 - (c) To maintain the piped water supply to the demised land (excluding damage caused by frost or other the negligence of the Lessee)
 - (d) To maintain all ancillary areas including shrubberies and car parks

5. **PROVIDED ALWAYS** and it is mutually agreed that :-
- (a) If and whenever any rents hereby reserved or any part thereof shall be unpaid for forty days after becoming due (whether lawfully demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed or if the registration of the Lessee as an Industrial and Provident Society shall be cancelled or suspended or if the Lessee shall be dissolved then and in any of such cases (save as provided by the Law of Property Acts) it shall be lawful for the Council at any time thereafter to re-enter upon the demised land 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 breach of the Lessee's covenants herein contained
 - (b) The Council may at any time during the currency of the Lease hereby created enter upon the demised land and carry out thereon any of the following works namely the construction of an outside boundary fence the construction of roads the laying of water mains and for the provision of water fittings
 - (c) No part of the demised land shall be used otherwise than as provided by Clause 3(o) hereof and in particular its user for the business of a market gardener or for the growth or propagation of trees plants or bulbs for sale is prohibited
 - (d) At the expiration or sooner determination of this Lease the Council shall not be liable to pay to the Lessee any compensation whatsoever
 - (e) Any consent or notice which under the foregoing provisions of this Lease is required to be given by the Council shall be effectual if given under the hand

EXECUTED as a Deed by _____)
[_____] in the presence of: _____)

Witness

Name:

Address:

Occupation

EXECUTED as a Deed by _____)
[_____] in the presence of: _____)

Witness

Name:

Address:

Occupation

EXECUTED as a Deed by _____)
[_____] in the presence of: _____)

Witness

Name:

Address:

Occupation

