

**THIS LEASE** is made the 15 day of October Two thousand and Two  
**BETWEEN LEICESTER CITY COUNCIL** (hereinafter called "the Council")  
which expression shall include the reversioner for the time being immediately  
expectant on the term hereby created where the context so requires or admits) of the  
one part and [REDACTED] of [REDACTED]

[REDACTED] of [REDACTED]

[REDACTED] and [REDACTED]

Leicester being the present Trustees of **THE GLENFIELD ROAD ALLOTMENT  
SOCIETY** (hereinafter called "the Society") which expression where the context so  
requires or admits shall include its successors in title and assigns) of the other part

**WITNESSETH** as follows:-

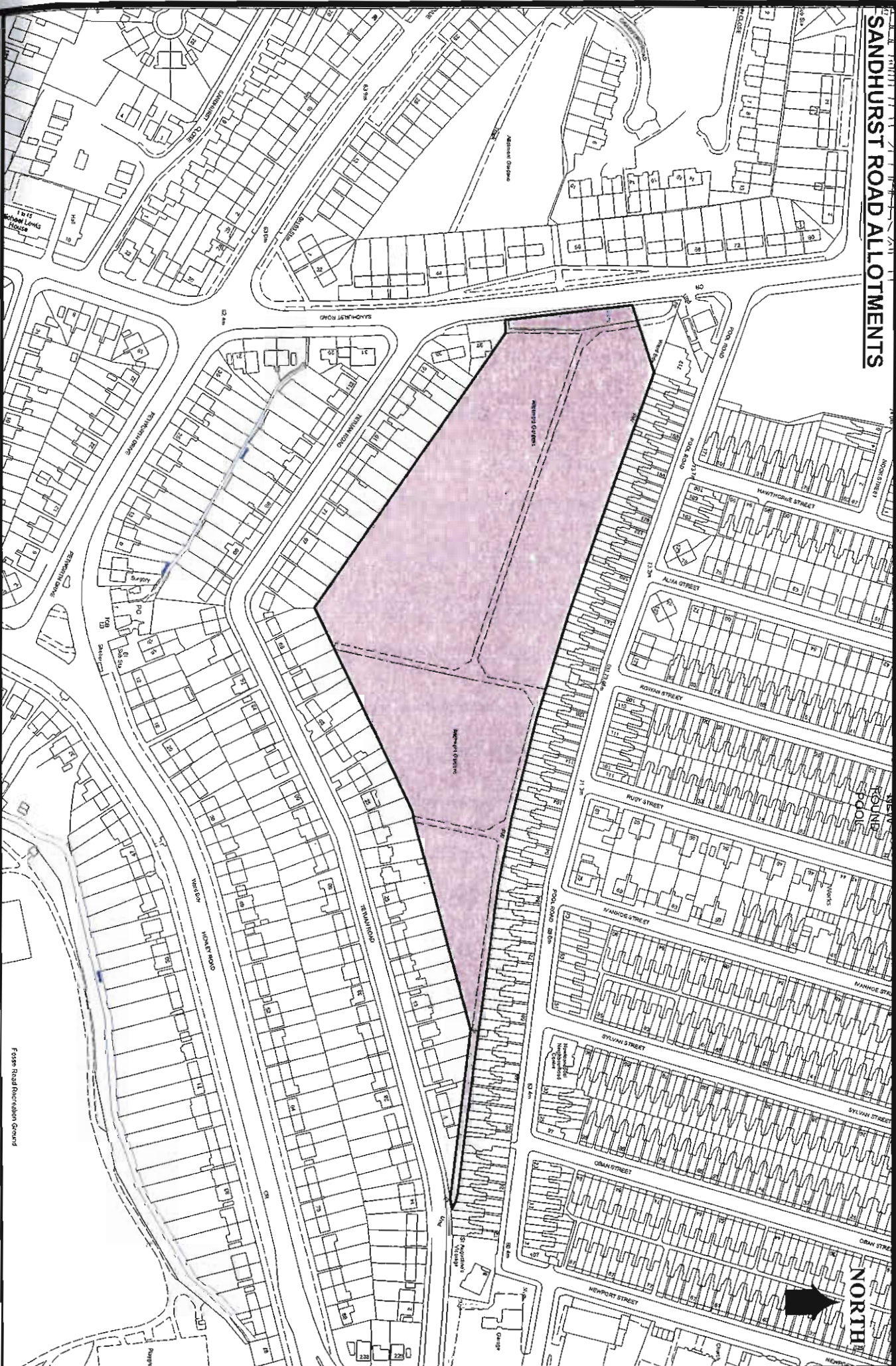
1. **IN** consideration of the rent hereinafter reserved and of the Society's  
covenants hereinafter contained the Council hereby demise unto the Society for the  
purpose of being sublet by it as allotment gardens to be wholly or mainly cultivated  
by the occupier for the production of flowers and vegetable and fruit crops for  
consumption by himself or his family **ALL THAT** piece or parcel of land situated at  
Sandhurst Road in the City of Leicester containing an area of Six decimal point  
Seven One (6.71) acres or thereabouts (hereinafter called "the demised premises")  
which said piece of land is more particularly delineated on the plan annexed hereto  
and thereon coloured pink **EXCEPTING AND RESERVING** to the Council **FIRST** all  
mines and minerals and gravel and clay and marl and sand in or upon the demised  
premises with liberty at all times to enter into and upon the demised premises to  
search for dig get and carry away the same making all reasonable compensation to  
the Society for all damage done to crops and surface **SECONDLY** all timber and  
timberlike trees pollards saplings and underwoods with right of entry with workmen

and teams to fell cut and carry away the same **THIRDLY** all sporting rights **FOURTHLY** the right for the Council their surveyors agents workmen servants and others to enter and cross the demised premises whenever and for the purpose of examining the condition of the demised premises and constructing maintaining and improving sewers and water mains or for whatever purpose the Council may think fit making reasonable compensation to the Society for all damage occasioned thereby **FIFTHLY** except and reserving unto the owners and occupiers for the time being of the adjoining lands and all other persons entitled to use the same the right of free passage of water soil and other matters from any adjoining or neighbouring lands as now enjoyed and subsisting **TO HOLD** the same (**EXCEPT AND RESERVED** as aforesaid) unto the Society from the First day of April Two thousand and Two for the term of twenty years **YIELDING AND PAYING** therefor unto the Council during the first five years of the said term the yearly rent of Two hundred and Ninety pounds (£290.00) and from the fifth tenth and fifteenth years of the said term such yearly rent as shall be jointly assessed by the Director of Resources Access and Diversity (Property Services) for the time being of the Council and a valuer appointed by the Society based on the then current market value for allotment purposes at the end of the fifth tenth and fifteenth year of the said term such rent to be paid by four equal instalments payable on the usual quarter days in advance clear of all deductions

2. **IN** calculating the rent payable from the fifth tenth and fifteenth years of the said term such rent shall be determined in accordance with the following formula that such rent shall be the current rent (but not less than the rent exclusive of rates reserved herein and in the fifth tenth and fifteenth years of the said term) such as a tenant may reasonably be expected to pay for the demised premises on the terms herein contained (other than that relating to rent) **PROVIDED THAT** no account be



# NORTH



PETER CONNOLLY, DIRECTOR OF ENVIRONMENT,  
DEVELOPMENT AND COMMERCIAL SERVICES  
LEICESTER CITY COUNCIL,



taken of the value of any improvement carried out to the demised premises by and at the expense of the Society during the preceding five years **PROVIDED ALSO THAT** in the case of any dispute or disagreement between the Director of Resources Access and Diversity (Property Services) and the valuer appointed by the Society as aforesaid as to the yearly rent to be paid by the Society from the fifth tenth and fifteenth years of the said term either party may give to the other twenty-eight days notice of his intention to refer the matter to an arbitrator and in default of agreement between them at the end of the period of notice as aforesaid the same shall be determined by a single independent arbitrator acceptable to both parties to this Agreement in accordance with the Arbitration Act 1996 or any statutory modification in that behalf for the time being in force and **PROVIDED FURTHER THAT** until such new rent shall have been determined the annual rent under this demise shall continue to be payable and any difference between the said new annual rent during such period as this proviso operates shall be added to and be payable with the next annual rent due after the said new annual rent has been determined

3. **THE** Society for itself and its successors in title and assigns to the intent that the obligations may continue throughout the term hereby created hereby covenant with the Council as follows:-

- 1) To pay the said yearly rent in manner hereinbefore mentioned and to pay all rates taxes assessments and outgoings of every description payable during the demise in respect of the demised premises or the occupation thereof
- 2) To keep every internal hedge (except the internal privet hedge which the Council will maintain) properly cut and trimmed all ditches properly cleansed and maintained and keep in repair all internal entrance gates fences water courses and notice boards and protect all water supplies against frost damage



- 3) Not to erect any fences or plant any shrubs on those parts of the demised premises immediately bordering the roadways and to keep such roadways clean and tidy and free from obstructions at all times
- 4) Not to top out lop or prune any of the timber trees or saplings growing upon the demised premises and to protect the same from injury
- 5) Not to let or allow any part of the demised premises to be used for any purpose other than an allotment garden as defined by the Allotments Acts and not to use or permit to be used any building or buildings which may be erected on the demised premises as a dwellinghouse or dwellinghouses and not to permit to be stored or kept any motor or other vehicle or any horse in any such building or on the demised premises nor will keep or allow to be kept fowls pigs or other animals upon the demised premises or upon any part thereof or in any building erected thereon
- 6) To farm and manage or cause to be farmed and managed and well and sufficiently manured during the demise all parts of the demised premises in a good and husbandlike manner cultivating the same as allotment gardens according to the best custom of the country in reference to land of a like nature in the district and not to use the demised premises or permit the same to be used for any other purpose whatsoever
- 7) To keep the demised premises as far as practicable during the demise clean and free from weeds and not to deposit any stones weeds or other rubbish on any part of the demised premises
- 8) Not to allow any new footpath upon the demised premises to be opened or used during the demise other than the usual paths required for allotment purposes

- 9) Not to carry on or permit or suffer to be carried on any trade other than the purchase or sale of manure or seeds between the Society members or other Societies which are members of the Leicester Allotments and Gardens Council or permit any advertisement to be exhibited on the demised premises (excepting notices relating to Society affairs) nor do anything on the demised premises which shall be or be likely to become a nuisance or a just cause of annoyance to the neighbours
- 10) Not to assign or underlet or part with the possession of the demised premises or any part thereof without the previous written consent of the Council **PROVIDED ALWAYS THAT** this restriction so far as the same prohibits under-letting shall not apply to any land let to a member of the Society as a garden allotment for cultivation
- 11) Not to let any portion of the demised premises to any person who is not a member of the said Society and will in every such letting provide against sub-letting to any person other than a member of such Society
- 12) Not to erect on the demised premises any buildings or structures other than greenhouses or garden huts **PROVIDED** that such huts shall not be permitted to become dilapidated or unsightly
- 13) Not to erect any hut or greenhouse on the demised premises except in such position and in accordance with the Council's standard specifications details of which are contained in the Schedule hereto and not to erect any greenhouse the floor area whereof exceeds 300 square feet and to take all necessary steps to prevent the causing of any nuisance from the emission of smoke from any greenhouse heating apparatus

- 14) If so required by the Council to remove or cause to be removed at the Society's expense at the expiration or sooner determination of the said term all buildings and erections of every kind at any time built or erected by or on behalf of the Society or its members for its or their own purposes on the demised premises or any part thereof and to level and make good the sites of any such buildings or erections which may have been so removed and to remove all rubbish to the satisfaction of the Council
- 15) To pay to their sub-tenants all compensation due and payable to them under the Allotments Acts and will indemnify the Council against all claims and demands (if any) made for compensation as aforesaid
- 16) To pay to the Council such compensation as may be awarded on the determination of this demise for deterioration of the demised premises under the provisions of the Agricultural Holdings Act
- 17) Not to make any division of profits amongst the members except by way of bonus in reduction of rents (or in such other manner as may from time to time be permitted by rules registered under the Industrial and Provident Societies Acts or the Allotments Acts)
- 18) To permit the Council their surveyors agents and others to enter upon the demised premises with or without workmen at all times to view and examine the state and condition thereof and upon notice in writing by the Council to the Society of all such decays and wants of reparation scouring and cleansing as shall be then and there found the Society will within six calendar months then next following repair scour cleanse and amend the same accordingly and if the Society shall not within the said six calendar months carry out the necessary works then to permit the Council to enter upon the demised



premises and execute such works and the cost thereof shall be a debt due from the Society to the Council and be forthwith recoverable by action

- 19) To yield and deliver up the demised premises to the Council at the determination of the demise in such a state of cultivation and management as shall in all respects and in every way be consistent with the due observance and performance by the Society of the several obligations imposed or intended to be imposed upon them by this deed

**4. PROVIDED ALWAYS AND IT IS MUTUALLY AGREED** between the parties hereto as follows:-

- 1) If and whenever any rent hereby reserved or any part thereof shall for the space of forty days be in arrear or unpaid (whether the same shall have been demanded or not) or if any covenant on the Society's part herein contained shall not be performed or observed or if the registration of the Society shall be cancelled or suspended or if the Society shall be dissolved then and in any of such cases (save as provided by the Law of Property Act 1925) it shall be lawful for the Council at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall be absolutely determined but without prejudice to the right of action of the Council in respect of any breach of the Society's covenants herein contained and the Society shall thereupon pay to the Council a proportionate part of the rent for the fraction of the current quarter and all rent (if any) in arrear and shall discharge all rates and other outgoings payable by the Society
- 2) In any case in which under the provisions hereinbefore contained any approval consent licence or authority notice or demand of by or from or to the

Council or by or from or to the Society is required or rendered necessary such approval consent licence or authority notice or demand shall for the purposes of this demise be considered effectual if given in writing under the hand of the Head of Legal Services for the time being of the Council or the Secretary for the time being of the Society and sent to the other by pre-paid recorded delivery post to the registered office for the time being of the Society or the Council's Head of Legal Services at New Walk Centre Welford Place Leicester

- 3) At the expiration of the term hereby created or the sooner determination thereof by breach of any of the Society's covenants herein contained the Council shall not be liable to pay to the Society any compensation whatever
- 4) The carrying out on the demised premises of any of the improvements specified in Part I of the Second Schedule of the Smallholdings and Allotments Act 1908 is prohibited
- 5) Nothing herein contained shall be deemed to be a consent by the Council to the erection of any building or buildings upon the land hereby demised or the planting of fruit trees or bushes thereon and if any buildings are erected or trees and bushes planted and allowed to remain after the expiration or sooner determination of the said term no compensation shall be claimed by or be payable to the Society in respect of any buildings fruit trees or bushes so remaining upon the demised premises
- 6) The Society shall be entitled subject as provided in Clause 5 hereof to an annual allowance amounting to no more than rent hereby reserved or subsequently reserved attributable to individual plots laid out and available for

use as allotments by members of the Society which are vacant on the First day of June of any year during the currency of the term hereby created

**5. THE COUNCIL HEREBY COVENANTS WITH THE SOCIETY** as follows:-

- 1) That the Society paying the said rent hereby reserved and observing and performing all the covenants and stipulations on its part herein contained may quietly hold the demised premises during the term hereby created without any interruption by the Council or any person rightfully claiming under or in trust for it
- 2) To maintain the internal privet hedge all external gates hedges and fences, water supplies (damage from frost excluded) and all car parking areas
- 3) Subject to the availability of appropriate resources, the Council agree that where a minimum standard of amenities has not been established at the commencement of the term hereby granted the Council undertake subject as aforesaid to provide and maintain such a standard of amenities
- 4) To allow against the next following instalment only of the rent hereby reserved a sum amounting to no more than the proportionate part of the rent hereby and subsequently reserved in respect of any individual plot on the land hereby demised which is laid out and available for use as an allotment which was vacant on any First day of June during the term hereby created provided that such vacancy was notified to the Council by the Society within seven days of the said First day of June

**IN WITNESS** whereof the Council has caused its common seal to be hereunto affixed and the Trustees of the Society have hereunto set their hands as a Deed the day and year first before written

## **THE SCHEDULE**

### **Specification for Huts and Greenhouses**

#### **Allotment Huts**

The Society may erect huts which conform to the following specification without the written permission of the Council —

- i. The size must not exceed:-  
Height to ridge 7' 6"  
Height to eaves 6' 0"  
Length 8' 0"  
Width 6' 0"
- ii. The hut must be of wooden construction clad in red deal, cedar or similar material. The roof boards to be tongued and grooved and covered with mineralised surfaced roofing felt and fitted with barge boards at each end.
- iii. The hut must be sited within 25' 0" of the rear of the plot.
- iv. The type of construction must be similar to the illustration attached hereto.

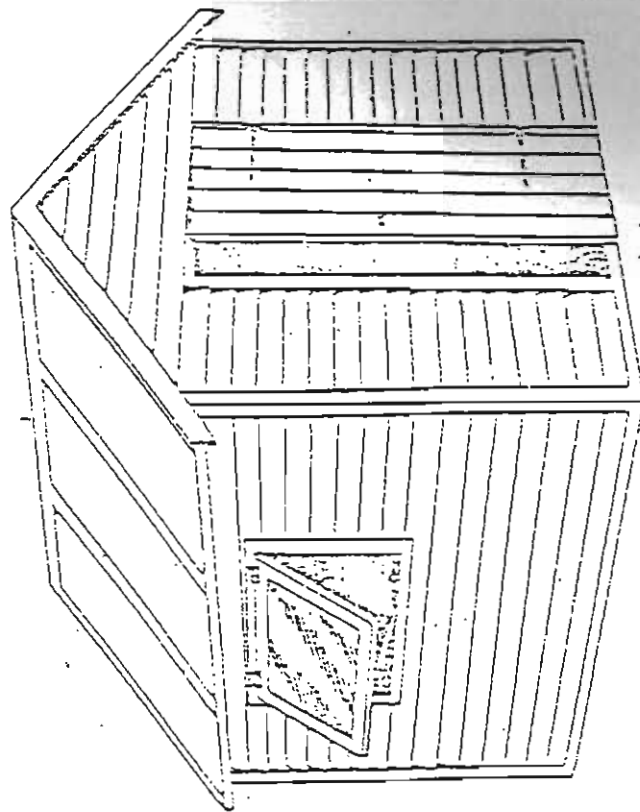
#### **Greenhouses**

The Society may erect greenhouses which conform to the following specification without the written permission of the Council —

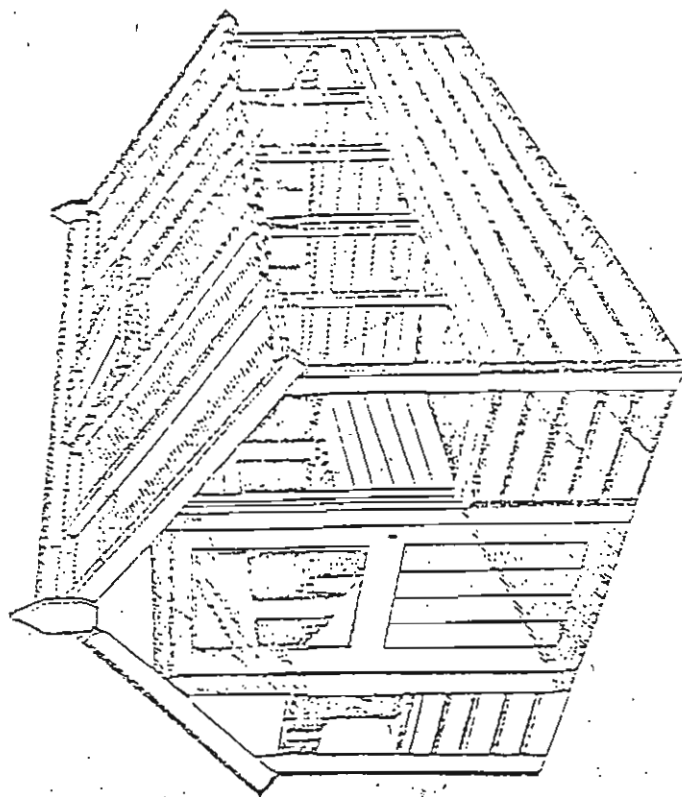
- i. The size must not exceed:-  
Height to ridge 7' 6"  
Height to eaves 5' 6"  
Length 12' 0"  
Width 8' 0"
- ii. The dwarf walls may be constructed of walls, pre-cast concrete of 4.5" brickwork must be of facing brick or rendered with cement mortar.
- iii. The greenhouse must be positioned within 25' 0" of the rear of the plot.
- iv. The type of construction must be similar to the illustration attached hereto.



GARDEN SHED



GREENHOUSE





**THE COMMON SEAL of LEICESTER**  
**CITY COUNCIL** was hereunto  
affixed the day and year first before  
written

**SIGNED and DELIVERED** as a Deed  
by the said [REDACTED]  
[REDACTED] in the presence of:-

**SIGNED and DELIVERED** as a Deed  
by the said [REDACTED]  
in the presence of:-

**SIGNED and DELIVERED** as a Deed  
by the said [REDACTED]  
in the presence of:-

**SIGNED and DELIVERED** as a Deed  
by the said [REDACTED]  
in the presence of:-

~~KKS~~

**BY THIS MEMORANDUM** dated the *7th* day of *February*. Two thousand and Seven **LEICESTER CITY COUNCIL** under the hand of Peter Gwyn Nicholls Service Director - Legal Services and duly authorised Officer of New Walk Centre Welford Place Leicester and [REDACTED]

[REDACTED] and [REDACTED] The Trustees of the Glenfield Allotment Society desire to record the fact that the rent payable under the within-written Lease has been reviewed under the provisions of Clause 2 thereof and fixed in accordance with these provisions at Three hundred and Four pounds (£304.00) per year with effect from the First day of April Two thousand and Seven

Signed

[REDACTED]

[REDACTED] as the Trustee on behalf of  
the Glenfield Allotment Society

Signed

[REDACTED]

[REDACTED] as the Trustee on behalf of  
the Glenfield Allotment Society

Signed

[REDACTED]

[REDACTED] as the Trustee on behalf of  
the Glenfield Allotment Society

Signed

[REDACTED]

[REDACTED] as the Trustee on behalf of  
the Glenfield Allotment Society





-3420

Ref. Legal/AG/JMP/016 E45035  
3194AG P

DATED 15 October 2002

LEICESTER CITY COUNCIL

- to -

THE TRUSTEES OF THE GLENFIELD ROAD ALLOTMENT SOCIETY

LEASE

- of -

6.71 acres of land situate at Sandhurst Road  
in the City of Leicester

P. G. Nicholls  
Head of Legal Services  
Leicester City Council  
New Walk Centre  
Welford Place  
Leicester LE1 6ZG